

本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。

總公司：台北市敦化南路二段 39 號 8 樓 A 室 電話：(02)2322-9000 免費客服及申訴電話：0800-771-168 網址：<http://www.eulerhermes.tw>
如欲查詢本公司資訊公開說明文件之內容，請至本公司網址：<http://www.eulerhermes.tw> 查詢

Euler Hermes Credit Insurance WP

Advertising Agent's Addendum Endorsement - 356CAA02

保單條款

108 年 11 月 01 日裕利安宜 108 發字第 0135 號函備查

Advertising Agent's Addendum Endorsement

Subject to all other terms, Conditions and Definitions of the **Policy** except as varied hereby it is agreed that:-

1. The Definition of an **Insured Debt** is extended to include indebtedness arising from invoices submitted pursuant to a written agreement between you and a **Buyer** relating to:
 - Management or service fees in accordance with 2. (a) below; and/or
 - Work done or services **Provided** in accordance with 2. (b) below; and/or
 - Work in progress in accordance with 2. (c) below; and/or
 - Forward bookings of advertising space in accordance with 2. (d) below; and/or
 - Performance related fees in accordance with 2. (e) below.
 - Media Vendor Bonuses in accordance with 2. (f) below

and the wording of the **Policy** and any related endorsement will be interpreted and construed accordingly.

2.

- (a) Management or service fees in respect of services rendered to a **Buyer** covering service periods of up to **(XX)** month(s). Such fees must be invoiced within **(XX)** month(s) after the **(XX)** month period. The Insurer will have no liability under the **Policy** for fees:
- (i) which relate to any period outside the Insurance Period specified in the Special Terms; or
 - (ii) which relate to any period after a **State of default** occurs; or
 - (iii) which are invoiced either in relation to or as a penalty or damages for the termination of your agreement with the **Buyer**.

- (b) Work done or services rendered by you to a **Buyer**:

- (i) during the Insurance Period specified in the **Special terms**; and
- (ii) before the date that a **State of default** occurs.

Work done or services rendered to a **Buyer** covering service periods of up to **(XX)** month(s). Such Work done or services rendered must be invoiced promptly but in any event within **(XX)** month(s) after the **(XX)** month period.

- (c) Liabilities incurred by you relating to the provision of services to **Buyers** in respect of the value of work in progress:

- (i) during the Insurance Period specified in the **Special terms**; and
- (ii) prior to the date that a **State of default** occurs.

Work in progress must be invoiced promptly but in any event within **(XX)** days of the earlier of:

- a. the end of each **(XX)** month period with the first **(XX)** month period commencing on the date you started incurring costs; or
- b. the completion of the Work in Progress

- (d) Liabilities incurred by you in respect of the invoice value of forward bookings of

advertising space by you on behalf of a **Buyer** pursuant to contracts entered into by you with a **Buyer** which cannot be cancelled **provided** always that:-

- (i) the period in which the contract to which the forward bookings of advertising space relates cannot be cancelled must not exceed **(XX)** months from the date on which the **Buyer** has entered into a **State of Default**; and
 - (ii) we shall have no liability in respect of forward bookings which were cancellable at the date that a **State of default** occurs.
- (e) The invoice value of performance related fees payable to you during the Insurance Period specified in the **Special Terms** in respect of work done and services rendered to a **Buyer** within a contractually specified period of time. Such fees must be invoiced no later than **(XX)** days from the completion of work done or services rendered to which the performance related fees apply. We will have no liability under the **Policy** for fees:
- (i) where you do not hold an **Approved Limit** or where the **Buyer** is in a **State of Default** at the time you raise the invoice; and
 - (ii) which are invoiced without the invoice value being verified by an Independent auditor and agreed by the **Buyer**.
- (f) The invoice value of Media Vendor Bonuses payable to you during the Insurance Period specified in the **Special Terms** in respect of bookings of advertising space with a Media Owner made within a contractually specified period of time. Such invoices must be raised no later than **(XX)** days from the completion of the relevant period to which the bonus applies. For the purposes of this Endorsement, it is agreed that a Media Owner shall be deemed a **Buyer** and we will have no liability under the **Policy** for Media Vendor Bonuses where:
- (i) you do not hold an **Approved Limit** or where the **Buyer** is in a **State of Default** at the time you raise the invoice; and
 - (ii) any amount invoiced has not been verified by an Independent auditor and agreed by the **Buyer**.
3. In accordance with Section 2.04 (c) of the General Terms and Conditions and for the avoidance of doubt, any withdrawal or reduction of an **Approved limit** will apply to management or service fees, work done or services rendered, direct costs,

performance related fees and costs incurred in respect of forward bookings, which relate to a period after the date you receive our notification, except for fees which relate to a non cancellable contract. The cover in respect of such non cancellable contracts will be governed by the provisions of Section 2.04 (c) of the General Terms and Conditions.

4. In the event of the **Insolvency** of a **Buyer** or the occurrence of a **Political risk** the value of any:-

- Management or service fees in accordance with 2.(a) above; and
- Work done or services **Despatched** in accordance with 2.(b) above; and
- Work in progress in accordance with 2.(c) above; and
- Forward bookings of advertising space in accordance with 2.(d) above
- Performance related fees in accordance with 2. (e) above
- Media Vendor Bonuses in accordance with 2. (f) above

which has not then been invoiced must be invoiced within **(XX)** days of the date of **Insolvency** or the occurrence of a **Political risk** and included in your Turnover declaration. In respect of Performance related fees and Media Vendor Bonuses, additionally such fees must be confirmed by the relevant **Insolvency** Practitioner.

5. We will have no liability for the value of any:-

- Management or service fees in accordance with 2.(a) above; or
- Work done or services **Provided** in accordance with 2(b) above; or
- Work in progress in accordance with 2.(c) above; or
- Forward bookings of advertising space in accordance with 2.(d) above
- Performance related fees in accordance with 2. (e) above
- Media Vendor Bonuses in accordance with 2. (f) above

which has not been invoiced within one month of the date of final termination of the **Policy**.