



## Appendix: General conditions of brokerage

The brokerage contract between you (the "**Customer**") and your broker or brokerage company best identified in the information document to which these general conditions constitute an annex (the "**Broker**") is governed by these general conditions, any special conditions expressly agreed between the parties as well as by the laws and regulations in force in the Grand Duchy of Luxembourg and the practices generally applicable and followed in matters of insurance brokerage in Luxembourg without prejudice to the provisions requirements of the Customer's country of residence/establishment which may be applicable.

### Preamble: Information for everyone subscribing to a new insurance contract

All your questions must have been answered by your Third Party Court and the insurance company with which you are about to take out insurance (the "Company") before signing the insurance application.

### The insurance contract itself

The insurance contract issued by the Company is a set of documents formed, among other things and depending on the insurance company, by a prior information document, an insurance proposal, general conditions and special insurance conditions. .

Read the explanations carefully as to how the contract works when submitting offers from the different insurance companies. You will find these explanations in the general conditions of the proposed contract and, if necessary, ask your Broker for explanations.

The typology of insurance contracts may depend on your country of residence/establishment. The contract may provide for various additional or optional guarantees. We invite you to have them explained to you before signing an insurance application.

### Purpose of the brokerage contract

By concluding the brokerage contract, you authorize the Broker, firstly, to obtain personalized offers for you from different insurance companies, and then to represent you with the insurance company of your choice in the scope of the services which are the subject of this contract.

Following your instructions, the Broker may (or may not) obtain copies (or the originals) of any communication or information from the Company concerning your contract, to provide them to you or to enable us to accompany and assist you.

## 1. Insurance distribution services

The Broker provides insurance advice and carries out preparation work for the subscription or conclusion of insurance contracts or assists in their management and execution. He undertakes to always act in an honest, impartial and professional manner and in the best interests of the Client. It respects the rules of conduct in matters of insurance distribution as they arise from the Luxembourg law of December 7, 2015 on the insurance sector, the regulations taken in execution of this law and the regulations adopted by the authorities of the European Union in execution of the directives on the distribution of insurance, without prejudice to any mandatory rules of foreign law which may be imposed on the Broker when it carries out its activity outside the Grand Duchy of Luxembourg.

The third-party broker can provide insurance distribution services, such as:

- obtain personalized offers for the Client from insurance companies,
- send requests for information to insurance companies,
- take out insurance contracts on behalf of the Client,
- generally speaking, represent the Client before insurance companies.

## 2. Entering into a relationship

The Broker is free to accept or refuse any entry into a business relationship. No business relationship is opened on behalf of a Client until the latter has completed, to the satisfaction of the Third Party Court, all documents and provided all supporting documents and information required by the Third Party Court.

2.1. At the start of the relationship, the Client indicates to the Broker the exact data concerning his identification (name /



name, domicile/head office, nationality, marital status, profession, etc.) and provides the supporting documents requested by the Broker (in particular a copy of the identity card) to enable it to fulfill its legal obligations. Any modification of the data must be reported immediately to the Broker in writing.

2.2. Legal entities must also produce a certified copy of their updated statutes, an extract from the up-to-date trade and companies register (or any other similar document), the identification of the economic beneficiaries, the list of persons authorized to engage and represent them in relation to third parties, any supporting document justifying the authorization to take out an insurance contract on behalf of the legal entity as well as, where applicable, a certified copy of the domiciliation contract concluded with a duly approved domiciliation agent. They will also produce a copy of the valid identity document of the representative/manager and the economic beneficiary(ies) of the legal entity.

### 3. Information provided by the Customer – Advice and offers – Customer choice

3.1. The Broker will request information from the Client concerning his requirements and needs in relation to the insurance coverage he is seeking.

3.2. The Broker draws the Client's attention to the potentially damaging nature for the Client of data referred to in points 2.1) and 2.2) or information (referred to in point 3.1) that is erroneous or not updated. Any modification of this data or information must be reported immediately to the Broker in writing.

3.3. The Broker is authorized to rely on the data and information provided by the Client. It assumes no responsibility for verifying the accuracy or completeness of this data and information. The Client is solely responsible, to the exclusion of the Broker, for damage caused by the indication of false, inaccurate, outdated or incomplete data or information, unless the Broker knew or should have known that these were manifestly false, inaccurate or incomplete.

3.4. Based on the data and information obtained, the third-party broker contacts one or more insurance companies to obtain personalized offers.

3.5. For Clients whose country of residence/establishment is Luxembourg: The Broker always provides the Client with advice based on an impartial and personalized analysis unless the Client expressly waives it.

3.6. For Clients residing/established in another country: The Broker provides or does not provide advice depending on the applicable legislation and informs the Client accordingly.

3.7. The Broker communicates to the Client the personalized offers obtained (following the applicable deadlines specific to each insurance company), the standardized information documents on the insurance products concerned, as well as its advice (if applicable) as soon as possible, after receipt of offers from companies.

3.8. The final evaluation of the advice and offers, and the choice of the insurance product and the Insurance Company, belong to the Client. If the Client decides not to follow the advice given by the Third Party Broker, he must explicitly renounce this advice.

3.9. The Broker assists the Client in completing the insurance proposal for the insurance product chosen by the Client and communicates this without delay to the insurance company.

### 4. Communication between the Client and the Broker

4.1. From the moment the Client has communicated his e-mail address, the Broker will communicate with him mainly by this electronic means unless the Client has expressly opted for the sending of paper documents.

4.2. Any communication from the Broker to the Client will be made to the last known address (postal or electronic). Proof of sending is validly established by producing a copy of the duly dated correspondence or email. Postal mail is presumed to have reached the recipient within 3 working days of sending. A fax or email is considered to have reached the recipient on the date and time of sending. If a Client has not received an expected communication within the normal time frame, he or she must notify the Broker as quickly as possible.

4.3. When a correspondence is returned to the Broker or gives a message that delivery is impossible, the Broker will attempt to contact the Client by another means (e.g. telephone). If this attempt also fails, the Broker will retain any communication intended for the Client, at the latter's own risk, while waiting for the Client to resume contact with the Broker or provide a new address.

4.4. The Broker draws the Client's attention to the fact that the delivery, authenticity and confidentiality of the content of messages exchanged by electronic means are never completely guaranteed. The Third Party Broker and the Client undertake to use their best efforts to avoid any misuse, fraud or intrusion. Provided that this obligation is respected, the Broker is not responsible for any harmful consequences that may result in particular from errors, delays or absence of receipt, duplication, or others, linked to the use of means of communication. electronic.

4.5. Any communication between the Client and the Broker must be in writing. Proof of the existence, content and communication is the responsibility of the Customer.



## 5. Partnership

CBO may be required to conclude partnership agreements with other insurance brokers under Luxembourg and/or foreign law duly approved by the competent authorities of the various respective countries on which they depend.

CBO and Broker Partners are defined as "Partner Firms". They have commercial relationships, meaning that one can act as a subcontractor for the other, depending on the specialization required. The terms "CBO", "broker", "we", "our" or similar in these general brokerage conditions automatically refer to the Partner Companies as soon as the latter provide services for your benefit, after you have designated CBO and/or another partner broker such as your insurance broker.

## 6. Professional secrecy

6.1. The Court is bound by professional secrecy as it is organized and applied under Article 300 of the Luxembourg law of December 7, 2015 on the insurance sector. Thus, the Broker is obliged to keep secret the information entrusted to him by the Client in the context of his professional activity.

6.2. However, the obligation of secrecy does not exist with regard in particular to insurance companies, banking establishments, professionals in the insurance sector (PSA) or professionals in the financial sector (PSF), if the information is communicated by the third-party Court as part of a service contract.

6.3. In addition, the Client expressly agrees to the lifting of the professional secrecy of the Broker to allow the communication of information to third parties, possibly located in countries other than the Grand Duchy of Luxembourg when this communication is necessary or useful to provide advice, carry out preparation work for the subscription or conclusion of insurance contracts, or assist in their management and execution. If it concerns personal data concerning a natural person, this communication will be made in compliance with the Privacy Notice.

6.4. The obligation of professional secrecy on the part of the Insurance Company does not exist with regard to the Broker with regard to information relating to contracts for which the Third Party Court has served as intermediary.

6.5. The Client may, however, object at any time to the communication to the Broker of information concerning his contract(s). The Broker here draws the Client's attention to the fact that in such a case the Broker will no longer be able to adequately fulfill his role and will no longer be able to advise the Client or act in the best interests of the Client; such opposition is therefore made at the Customer's own risk.

## 7. Revision of these general conditions

7.1. The Broker may modify these general brokerage conditions at any time as well as other clauses of the brokerage contract to take into account in particular legislative or regulatory changes, market practices, the market situation or the Broker's policy. . The Customer will be informed of such a revision following the communication methods provided for in article 4.

7.2. The modifications will be considered approved if the Client does not object to them in writing within thirty days from the date on which the information was communicated or made available to him or before if the Client requests from the Broker a distribution service, this then constituting formal approval of the new conditions.

7.3. The modifications which are imposed on the parties due to a legislative or regulatory change are applicable without prior notification from the date of the entry into force of these rules.

7.4. The illegality or partial or total inapplicability of one or more of the clauses of the insurance brokerage contract will not affect the applicability of the other agreed conditions.

## 8. Liability and compensation

8.1. As part of its business relationship with the Client, the Third Party Court is only liable for any action or inaction for its gross negligence or intentional misconduct, except in the case of bodily injury.

8.2. Unless expressly specified otherwise in the brokerage contract, the Broker's obligations are obligations of means. In particular with regard to any advice given to the Broker, the latter acts as a good father on the basis of the data and information provided by the Client and the knowledge at the time the advice is given. The Broker cannot be held responsible if the advice subsequently proves to be inadequate or erroneous due to elements, circumstances or events which were not known to the Third Party Broker or were not reasonably foreseeable for it.

8.3. If the Client does not follow the advice given by the Third Party Court and takes out an insurance product other than that (or one of those) recommended by the Broker, the Client expressly releases the Broker from any harmful consequences generally of any nature. which could result for the Client from this choice.

8.4. The Broker has taken out insurance covering his professional liability with CGPA Europe 41 boulevard Royal L-2449 LUXEMBOURG, policy number I20231040.



8.5. The Client undertakes to indemnify the Broker for all damages and losses (including court and attorney costs to the fullest extent permitted by applicable law) that the latter would suffer as a result of a breach by the Client in within the framework of the execution of these general brokerage conditions

## 9. Duration and termination

9.1. Unless expressly agreed otherwise, the brokerage contract is concluded for an indefinite period.

and may be terminated according to the conditions provided for in these general brokerage conditions.

9.2. The brokerage contract may be terminated by either party at any time by sending a registered letter with acknowledgment of receipt to the other party. Termination will take effect the business day following receipt of the letter. Even after the termination of the brokerage contract, these general brokerage conditions remain applicable for the termination of current relationships.

9.3. In the event of termination of the brokerage contract, the Third Party Court will inform the insurance company(ies) with which the Client has taken out one or more insurance contract(s) through of the Broker. At the latest from the date of termination, the Customer must contact the insurance company(s) concerned directly, or choose another insurance distributor.

9.4. The fact that the Client chooses one or more insurance contract(s) taken out through the Broker of another insurance distributor will not imply the end of the brokerage contract. This choice by the Client will only put an end to the obligations of the parties arising from the brokerage contract as they relate to the contract(s) in question. The brokerage contract will, however, end automatically when the Client chooses another distributor for the last insurance contract for which the Broker was still intermediating.

9.5. The Client acknowledges that the termination of a contract with an insurance company does not automatically result in the termination of the brokerage contract.

## 10. Applicable law and competent jurisdictions

10.1. The brokerage contract is governed by Luxembourg law.

10.2. In the event of disputes between parties, they will endeavor to resolve them amicably, if necessary through the intervention of the competent complaints management body(ies). Failing this, the dispute will be submitted by the most diligent party to the courts of Luxembourg City. The Broker may also bring his action against the Client, at his choice, before the courts of the Client's place of residence/establishment.

10.3. If the Client is a consumer, he may bring his action against the Broker, at his choice, before the courts of his place of residence or before those of Luxembourg City while the Broker must bring his action against the Client before the courts of place of residence of the Customer.

Done in Luxembourg, on .....

Client's signature