

GENERAL TERMS OF THE CONSULTING AND INSURANCE MANAGEMENT AGREEMENT

NON-STIPULATING BROKER

The Broker

The broker is a non-affiliated insurance intermediary within the meaning of Articles 40 of the Insurance Supervision Act (LSA) and 182a of the Ordinance on the Supervision of Private Insurance Companies (OS). The broker has the necessary authorization to perform its services as a non-affiliated intermediary to insurance companies, according to Swiss legislation on the supervision of insurance companies (LSA).

Scope

The client entrusts the broker with the management of their insurance portfolio through a consulting and insurance management agreement and a power of attorney. The provisions mentioned below are an integral part of the aforementioned agreement and can only be modified or supplemented by a document signed by both contracting parties, not involving the ACA.

Broker's Services

The broker is authorized to negotiate with insurance companies on behalf of the client as specified in the consulting and insurance management agreement, to place their insurances, and to manage them. The broker undertakes to advise the client and manage all insurances included in the consulting and insurance management agreement. Their tasks will include risk analysis, finding appropriate coverages, representing the client in related subscription processes, portfolio management, resulting adaptation proposals, claims management, regular analysis of the client's situation and relationships with insurance companies, contract terminations, and settlement of resulting consequences, as well as informing the client about significant developments in the legal and regulatory framework of insurance activity. The client, in turn, undertakes to provide the broker with all necessary information and documents concerning the entrusted insurance portfolio and promptly inform them of any facts that may modify the risk assessment. Otherwise, the broker cannot be held responsible for potential coverage gaps. The broker's portfolio analyses and advice are deemed received and accepted by the client unless otherwise stated in writing.

International Activity

If necessary, the broker is authorized to perform tasks defined in the consulting and insurance management agreement and its annexes outside of Switzerland.

Remuneration

The broker receives remuneration from insurance companies or other third parties. The ACA rate (2024 edition) allows estimating the remuneration to be received from insurance companies or other third parties. Upon request, the broker discloses to the client the amounts actually received. If the client requests reimbursement, the broker charges fees to the client according to the ACA rate (2024 edition), subject to VAT. If the mandate provides for it, the broker may receive compensation from the client for their services. Nevertheless, the broker may accept remuneration from insurance companies or other third parties under the conditions provided for in paragraph 2 of Article 45b of the LSA.

Collaboration with Insurance Companies

The broker has entered into collaboration agreements with the main insurance companies authorized by the supervisory authority in Switzerland. The client pays their insurance premiums directly to the insurance companies and receives any reimbursements and indemnities directly from them. The client relieves the broker of this activity.

Financial Guarantees

The broker has financial guarantees defined in Article 189 of the Ordinance on the Supervision of Insurance Companies (OS), namely professional liability insurance with AIG Europe SA, covering material damages resulting from a breach of their professional duty of care.

Data Protection

The broker undertakes to comply with the provisions of the Federal Act on Data Protection (LPD) of September 1, 2023. The information duty, part of the ACA consulting and insurance management agreement, specifies the rights and obligations of the client and the broker.

Applicable Law and Jurisdiction

The ACA consulting and insurance management agreement is subject to Swiss law. The legal venue is at the legal domicile of the broker.

Carouge, January 01, 2024