

General Terms and Conditions of Brokerage

Last revised: January 2020

These General Conditions are applicable to every advice or request for advice, quotation, pre-contract, contract and other such commercial relationship established between Nacora (Luxembourg) S.à r.l. (“the Broker”) in its activity as insurance intermediary, and you (“the Client”), where both parties are referred to as “the Parties”. The Conditions are based on information, collection, presentation and placement for the Client of insurance solutions from one or more insurers, in conformity with the Luxembourg Law of 7 December 2015 on the insurance sector.

By doing business with Nacora (Luxembourg) S.à r.l., you agree to accept these conditions on your own behalf and, as applicable, on behalf of any of your affiliates (including subsidiaries) for which you have appointed Nacora (Luxembourg) S.à r.l.

1. Scope of Service and obligations of the Broker

The Client entrusts the Broker with management of the Client's insurance matters governed by commercial or private law. The supervision extends to insurance relationships that exist at the time the Client enters into contractual agreement with the Broker as well as those arranged by the Broker thereafter.

The subject matter of the relation between the Broker and the Client is the brokering and administration of all operational and private insurances that shall further be defined and stated in the respective Brokerage Agreement.

The insurance broker is free and independent with regard to the selection of insurance companies and shall act solely in the interests of the Client. In that respect, the selection of an insurance company for the account of the Client depends of several factors that are decided by the Broker on a case-by-case basis.

Our commitment to transparency includes telling the Client in complete terms all of the relevant facts related to retaining a company. These terms include:

- Whether we are working for a Client as a broker or whether we are representing the insurer as an agent for specific lines of business or a special project;
- Disclosing whether we have an ownership interest in – or other incentives that could lead us to recommend – a particular insurer or product.

At the request of the Client, the Broker shall at any time advise actual names of those insurers from whom quotations have been obtained or with whom placing or renewal of insurance contract is conducted.

The Broker undertakes to supervise the Client's insurance matters and provide advice to the Client within this framework. We provide insurance distribution services, such as:

- Obtaining from insurance companies personalized offers for the Client,
- Sending requests for information to insurance companies,
- Entering into insurance contracts on behalf of the Client,
- In general, representing the Client in the relations with the insurance companies.

We are hereby authorized to terminate existing insurance contracts as well as find and conclude new insurance contracts, submit and accept all declarations of intent and notices to and from the respective insurer, assert claims to insurance services, cooperate in the settlement of claims and accept monies relating to insurance claims on the Client's behalf. We are also entitled to grant sub-authorisation to another insurance broker.

2. Duties of the Client

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

At the beginning of the relationship, the Client informs the Broker of the exact data concerning his identification (name/title, domicile/registered office, nationality, marital status, profession, etc.) and provides the supporting documents requested by the Broker (in particular a copy of his identity card) to enable him to fulfil his legal obligations. Any change in data must be reported immediately to the Broker in writing.

Legal entities must also produce a certified copy of their updated articles of association, an extract from the updated trade and companies register (or any other similar document), the identification of the beneficial owners, the list of persons authorised to bind them and represent them vis-à-vis third parties, any supporting document justifying authorisation to take out an insurance contract on behalf of the legal entity and, where applicable, a certified copy of the domiciliation contract concluded with a duly authorised domiciliary agent. They shall also produce a copy of the valid identity document of the representative(s)/director(s) and the beneficial owner(s) of the legal person.

The Client shall check that the insurance documents which he has received are in conformity with the information and instructions he has given previously to the Broker and that there are no mistakes or misunderstandings in the provided information or documentation.

Once a contract of insurance is concluded, the Client shall pay the premium according to the agreed rate and within its due date. Failing to pay the premium on time may result in absence of coverage.

The Client is responsible to inform the Broker of casualties that occur, and provide the Broker with the requested information and documents. The Client shall further comply with necessary updates.

3. Advice and offers – Client choice

The Broker will request information from the Client regarding its demands and needs in relation to the insurance coverage it is seeking.

The Client shall provide to the Broker details of any changes in the insurance situation which have occurred as regards the risk scenario and the objects insured, or which may be requested as regards the extent of cover and the terms and conditions of cover, both in connection with renewal and during the period of insurance. The Broker is entitled to rely on data and information provided by the Client and therefore assumes no responsibility to verifying the accuracy or completeness of such data and information. The Client is solely responsible, to the exclusion of the Broker, for any damage caused by the indication of false, inaccurate, outdated or incomplete data or information, unless the Broker know or ought to have known that it was clearly false, inaccurate or incomplete.

On the basis of the data and information obtained, the Broker contacts one or more insurance companies to obtain personalised offers. The Broker will communicate to the Client the personalised offers obtained, the standard information documents on the insurance products concerned (if applicable), as well as its advice (if applicable), as soon as possible after receiving the offers from the companies.

The final evaluation of the advice and offers, and the choice of the insurance product and the insurance company, is the responsibility of the Client. If the Client decides not to follow the advice given by the Broker, he must explicitly waive this advice. The Broker assists the Client in completing the insurance application for the insurance product chosen by the Client and communicates it without delay to the insurance company.

4. Duty of Confidentiality

The Parties shall be under complete duty of confidentiality as to any and all work carried out by the Broker. An exception is made for any information which the Broker may be required to give to other broker in the event that

the Client changes broker and this information relates to actual circumstances concerning the object insured or matters relating to the risk and the assessment thereof, and where such information is not subject to confidentiality.

5. Code of Conduct and Anti-money laundering and anti-terrorism financing measures

Our office is required to comply with the code of conduct aimed at strengthening the protection of users of financial products and services as well as the relevant Authorities of the financial services and markets, and we are regularly trained on the Law on the Prevention of Money Laundering and Terrorist Financing.

With the willingness to participate in the fight against money laundering and the financing of terrorism and under the Law on the prevention of the use of the financial system for the purpose of money laundering and the financing of terrorism, you agree to answer the questions that our office has to ask you in this context and to provide the required documents on first request.

6. Remunerations, fees, taxes

The commission for the brokerage activities is a fixed percentage quoted by insurers and forms part of the premium. The commission is paid to the Broker directly by the insurers in question.

In some cases, we will also apply an “intermediary fee” or “admin fee” which is a fee that is placed on top of an insurance policy. This fee is depending on the size and complexity of the insurance policy being taken out and is used as the one-off remuneration for the Broker for its research and advice required and the time to quote the policy. Broker fee, if applicable, will always be separately listed on the Client insurance invoice, making the whole process very transparent.

Alternatively, the parties can agree that the Broker will be paid by fee negotiated on individual basis, per specific needs or specific project, for example questions of technical or legal nature to a greater extent than reasonable, or when the Client requests special or extended service and/or advice from the Broker (training, analysis or seminar)

7. Liability of the Broker

In the event of minor error or omission on the part of the Broker, the liability of the Broker is limited to direct damages arising from a fault of the Broker in the execution of its brokerage services only and there shall be no liability for any loss of profit, indirect or consequential loss, special or punitive damages. The liability of the Broker in any case is limited to a maximum amount of EUR 1,310,000.00 (in words: one million three hundred and ten thousand euros) per claim with the Client. The Broker has arranged professional liability insurance to cover this amount as required by law.

8. Data transfer and data records

The Client/ policy holder gives their consent for the insurers contacted by the Broker to transfer data, to the extent required by the application documents or the execution of the insurance contract (premiums, insurance claims, risk/contractual changes), both to reinsurers and to their professional association. Regardless of the conclusion of the contract, this consent also applies to corresponding assessments required as part of applications for other (insurance) contracts and future applications.

The policy holder also gives their consent for these insurers to record general information relating to the contract, accounting and services in joint data records and to pass this information on to the Broker, provided that this is required for the proper administration of their insurance matters.

9. Severability

In the event that one or more provisions of this Agreement should be or become ineffective, the Parties shall replace the ineffective provisions with ones that are as commercially equivalent as possible and legally valid.

10. Applicable jurisdiction and Governing law

The provided services shall be governed and construed in accordance with the laws of Luxembourg and all disputes and claims arising out of or in connection with such services and / or activities of the Insurance broker shall be referred to and determined by the Courts of Luxembourg.

The Broker Agreement and the activities of The Broker shall be governed by the law and jurisdiction of Luxembourg, hereunder:

- The Law of 7 December 2015 on the insurance sector (coordinated version on 5th March 2018)
- The Law of 27 July 1997 on the insurance contract (coordinated version on 1st January 2016)
- Amended grand-ducal regulation of 8 October 2014 concerning the procedures of approval and practice of the insurance and reinsurance intermediaries and professionals of the insurance sector.

11. Confidentiality and personal data

See Privacy Statement

12. Arbitration Clause

In the event of a dispute between the parties, the Client understands that an attempt shall first be made to resolve the dispute amicably through negotiations within a period of 2 months. Should the negotiations fail to succeed within the period stated, the Client may request that the dispute be resolved by arbitration and has the possibility to contact the Insurance Ombudsman in Luxembourg ("Mediator") by the Association of Insurance and reinsurance companies (ACA) and the Luxembourg Union of Consumers (ULC) to find extrajudicial solutions in insurance litigation.

The parties involved in an extrajudicial litigation must communicate to the Ombudsman all documents and relevant information relating to their demand.

Each party has the option, within a reasonable timeline fixed at 2 weeks, to freely express his views and arguments; to receive from the Ombudsman the arguments, evidence, documents and parts produced by the other party as well as any eventual opinion rendered by experts.

Reasoned conclusions made by the Ombudsman, as well as solutions proposed by him or amicable agreements can serve as room in the courts, unless otherwise agreed by the concerned parties.

The request for mediation with the supporting documents must be addressed by email: mediateur@aca.lu, or by post: ACA, 12 Street Erasme, L - 1468 Luxembourg (Phone: 44 21 44 1) or by Fax (44-02-89).