

## **Contract for brokerage intermediation**

between

- hereinafter referred to as the Customer -

and the insurance broker  
MV24® GmbH & Co. KG  
In den Lindengärten 1  
63073 Offenbach am Main

- hereinafter referred to as the Broker -

The Customer assigns to the above-specified Broker the performance of intermediation in insurance contracts. Insurance brokerage intermediation covers in particular the preparation and conclusion of insurance contracts, as well as assistance in their management and implementation, particularly in the event of suffered damages.

### **1. Legal status of the Broker**

The Broker is an independent insurance intermediary who is on the side of his/her Customer from a legal and economic viewpoint and protects the Customer's interests. The Broker is not related to an insurance company.

The Contract for brokerage intermediation applies to all forthcoming and existing insurance contracts, which the Customer has clearly specified to the Broker in the MV24® application by submitting the insurance policy number or by other means, or for which the Customer has declared his/her respective need. The Customer assigns to the Broker the intermediation in insurance protection for all types of insurance relevant to the Customer.

### **2. Obligations of the Broker**

In the course of fulfilling his/her obligations, the Broker asks the Customer questions regarding the latter's preferences and needs and on this basis checks the existing and/or forthcoming insurance contracts of the Customer. During the review of the insurance contracts, the Broker represents the Customer's interests in front of the insurance companies. During the insurance intermediation, both the completeness of the offered insurance and the relevant situation of the Customer shall be taken into account, as far as there are grounds for this. Unless otherwise agreed in a separate case, the Broker's advice shall be based on objective and balanced market research. The market research procedure takes into account only insurers established in the Federal Republic of Germany, and which are accredited by the Federal Agency for Financial Services Control. As a rule, foreign insurers are not taken into consideration. Direct insurers and insurers not relying on brokerage services are also not taken into account during the research.

The grounds for each advice given regarding a specific insurance shall be documented in a consultation protocol, taking into account the level of complexity of the offered insurance contract.

In addition, within the provided Power of attorney, the Broker shall assist, in particular, for the management, consultation and execution of the insurance contract, as for example in the case of suffered damages.

### **3. Responsibilities of the Customer**

The Customer is obliged to immediately notify the Broker about any changes in his personal relations and the sphere of risk, which are relevant to the contract and the risk range. The Customer can receive examples of relevant changes from the attached information brochure.

### **4. Remuneration**

The services of the insurance broker are paid by the commission, which is borne by the insurer; it is part of the insurance premium.

### **5. Liability**

The Broker performs his responsibilities with the due care of a diligent trader. Liability is limited to the minimum insurance amounts specified in § 9 of the Regulation on Insurance intermediation and insurance consultancy (currently EUR 1,230,000 per insurance case and EUR 1,850,000 for all insurance cases per year).

The limitation of liability shall not apply if the Broker's liability is caused by injury to life, body or health, if the Broker has breached an essential obligation or has breached an additional obligation intentionally or due to gross negligence. Essential obligations are those obligations, the performance of which makes it possible to fulfill the contract or whose compliance must always be relied upon.

### **6. Contract duration**

The Contract for brokerage intermediation is concluded for an indefinite period of time and may be terminated by the Customer in writing at any time and without providing any reasons. The Broker may terminate the contract in writing with a one-month prior notice period.

### **7. Contract implementation / data protection**

The powers of representation of the Broker necessary for the performance of the Contract with regards to the insurance company arise from a Power of attorney specifically issued by the Customer. For the maximum good performance and implementation of the Contract, the Broker has the right to involve third parties. In particular, it can use the brokerage team of Jung, DMS & Cie. Pool GmbH, Kormoranweg 1, 65201 Wiesbaden for the fulfillment of the Contract and for the management by the Broker of the available contracts serviced by him/her.

**For details on the use of customer data by the Broker and by the third parties involved by him, please refer to the Privacy statement, the Communication statement and the Power of attorney.**

### **8. Legal succession**

The Customer hereby provides his consent to the potential transfer of the Contract within the rules of succession (for example, upon the sale of the Broker's business, upon the Broker's death). The Broker will promptly notify the Customer of any potentially planned legal succession. If the Customer does not object within a reasonable time period, the assigned legal successor shall have the right to continue the contractual relationship.

**9. Final provisions**

No additional arrangements to this Contract are made. Any amendments or additions must be performed in writing. If an individual provision or several provisions of this Contract are/or become invalid or inapplicable, this shall not affect the validity of the remaining other provisions. The Parties shall replace the invalid or inapplicable provision with another that is most relevant for the purpose from an economic viewpoint. The same shall apply for potential omissions in the Contract.

The necessary initial information has been submitted in accordance with § 11 of the Regulation on insurance intermediation during the initial contact.

Appendix 1: Information for the Customer regarding changes related to the Contract or the risks.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Signature: Customer

\_\_\_\_\_  
Signature: Broker

## **Appendix 1**

### **List of changes related to the Contract or the risks**

Please inform the Broker immediately regarding changes related to the Contract or the risks (see the list below).

The list below is not intended to be exhaustive.

#### **A change in your family and housing situation**

- Entering into marriage
- Merger of two households
- Divorce / separation of spouses
- Birth / adoption of a child
- Death of a family member
- Onset of working disability
- Change of housing residence / place of residence
- Acquisition or sale of real estate
- Significant change in the household property
- Exercising high-risk sporting activities (for example: parachute jumping, flying, paragliding, hunting, motor sports, etc.)
- Disease
- Acquisition of a pet animal (dog or horse mainly)
- Purchase / sale of a motor vehicle

#### **A change in your employment**

- Changes in income (for example: through incentive measures, pay raises)
- Change of workplace
- Retirement
- Unemployment
- Reduction of employment (part-time job)
- Change from office-based work to a workplace with physical activity and vice versa
- Working assignment abroad
- Ceasing of the social security obligation when starting a self-employed activity
- Ceasing of the self-employed activity and starting employment in an occupation subject to social security obligations
- Transfer to a government job position

#### **A change in your financial situation**

- Receiving inheritance
- Taking a loan

#### **Significant changes in your situation**

## **Brokerage Power of attorney**

With this Power of attorney I (the Customer)

- hereinafter referred to as **the Authorizing person** -

### **authorize**

the insurance broker

**MV24® GmbH & Co. KG**

**In den Lindengärten 1**

**63073 Offenbach am Main**

- hereinafter referred to as **the Broker** -

or its legal successor

on my behalf

- To conclude, amend or terminate insurance contracts,
- To submit declarations to insurance contracts and to receive such declarations,
- To assist in the processing of damages in the case of insurances concluded through the intermediation of the insurance broker or serviced by the latter,
- To receive information from social security institutions, and
- To re-authorize.

In addition, I provide my consent for **the use of my data:**

The Authorizing person grants his/her consent for the provision of data to the Broker and in this respect releases the employees of the insurance companies (hereinafter referred to as the service providers) from the obligation of confidentiality. With regards to health, accident, or life insurance contracts, this also covers health status data.

The entire correspondence held by the Product provider must be with the Authorizing person in original and with the Broker in copy.

During the intermediation of insurance and financial services, the Broker must collect, process and transmit data in order to be able to conclude the desired contracts and ensure their servicing. The Federal Data Protection Act permits the processing and use of the data when it is necessary within the purpose of the contractual relationship and when there is no reason to believe that the customer's interests for exclusion from processing and use of data have a priority.

The authorizing person gives his/her consent for:

1. The involvement by the Broker of third parties for the fulfillment and implementation of the tasks assigned above (more specifically brokerage teams, providers of comparison computing calculators, intermediaries or sub-intermediaries, respectively).
2. Personal data (in particular the data concerning financial relationships and health records), which is disclosed to the Broker in the context of data recording, documenting of consultations, signing of contracts or their servicing, can be stored and processed by the Broker, or by the third

parties involved by him in the fulfillment and implementation of the Contract in a database (also, more specifically, in electronic form).

3. The Broker to forward personal data to Jung, DMS & Cie. Pool GmbH, Kormoranweg 1, 65201 Wiesbaden, hereinafter referred to as „the Company“, which stores and processes this data. The Company is the so called brokerage team that the Broker involves for the technical and organizational implementation of the intermediation process and servicing of the Contract.

4. Existing insurance contracts to be included in the inventory of the company referred to in point 3 and to be assigned to the Broker.

5. The Broker and the Company to forward personal data to the suppliers of the products recommended by the Broker or the brokerage team, which shall store this data for the request verification, preparation and management of the contract.

6. The service providers with whom a contractual relationship exists through the Broker's and the Company's intermediation have the right to forward the data necessary for servicing the contract to the Broker and the Company, and this data shall be stored by the Broker and the Company.

The Broker will consult the Authorizing person regarding the conduct of the negotiations and will inform him accordingly. The Authorizing person expressly authorizes the Broker to conduct legal transactions on the Authorizing person's behalf with the Broker himself or on the Broker's own behalf or as a representative of third parties (exemption from the restrictions of § 181 of the Civil Code).

The Power of attorney is of indefinite validity. It can be revoked by the Authorizing person at any time in writing.

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Place, date

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Signature: Authorizing person