

Insurance Brokerage Agreement



between

Client

Insurance Broker

and

RCM-Partner Versicherungsmakler und
Finanzdienstleistungen GmbH
Kramerstr. 31
87700 Memmingen

(hereinafter called **Client**)

(hereinafter called **Insurance Broker**)

Subject of the contract

Contract mediation

The Insurance Broker is instructed **only** to broker insurance coverage **that is required by** and appropriate **for the Client** in accordance with the statutory provisions which is determined from the separate advisory documentation or the correspondence between the parties. Further advice is not owed by the Insurance Broker and requires a separate request for advice.

Managing of contracts

The insurance broker is instructed to manage the contracts brokered by him to the following extent. Other contracts will only be subject to management if **agreed separately**.

In the context of management, the insurance broker shall only provide the following services **at the request of the client**, unless he is already obliged by law to provide them on his own initiative.

- Adaptation of insurance cover to changed risk, market and legal circumstances
- Assistance with processing benefits and claims
- Review of statements and documents prepared by the insurer

No further management services have been agreed. Advice or management in relation to the statutory social insurance is not included in the Insurance Broker's activity.

Brokerage agreement term

The brokerage agreement is concluded for an indefinite period and can be terminated by either party for good cause without notice, otherwise with a notice period of one month. The Client undertakes to notify the respective insurance companies of the termination of the brokerage agreement so that a new broker is appointed, any new future brokerage fee is credited to such broker and the correspondence with the previous Insurance Broker is discontinued.

The Client's duty to cooperate

The Client is obliged to cooperate, in particular to provide truthful information without delay and in full. He is also obliged to inform the Insurance Broker immediately of any changes in risk during the term of the contract.

Limitation of liability

1. In the event of a negligent breach of duty by the Insurance Broker, liability for culpably caused financial losses of the Client shall be limited to the statutory compulsory sum insured, which as of 09.10.2024 is EUR 1,564,610.00 (in words: one million five hundred and sixty-four thousand six hundred and ten euros) for each claim.

2. Furthermore, liability for financial losses of the Client in the event of negligent breaches of duty of the related management and administrative obligations, in particular the support of the Client in the settlement of claims for benefits in the event of an insured event, is limited to the statutory compulsory insurance sum, which as of 09.10.2024 is EUR 1,564,610.00 (in words: one million five hundred and sixty-four thousand six hundred and ten euros) for each claim.

3. The Insurance Broker is not liable for financial losses of the Client as a result of negligent breach of ancillary obligations.

4. These limitations of liability pursuant to Subsections 1 to 3 shall not apply to the extent that the liability of the Insurance Broker

- is based on an intentional or grossly negligent breach of duty by the Insurance Broker,
- or is based on a violation of §§ 60 and 61 of the Insurance Contract Act (VVG),
- or is based on loss of life, personal injury or damage to health.

Exclusion of assignment

All rights or claims of the Client against the Insurance Broker arising from this contractual relationship are not transferable, assignable or resilient, unless they are legally established claims or a claim of the Client against the Broker for money. The exclusion of assignment does not apply if the Client's legitimate interests in the assignability of the right outweigh the Broker's legitimate interest in the exclusion of assignment.

This provision does not apply to consumers; the rule of § 354a Commercial Code (HGB) remains unaffected.

Succession in title

The Client hereby agrees to any potential contract transfer by any other or further insurance broker, such as by way of sale or expansion of the brokerage company. They declare that they agree that in such a case, any information and documents necessary for the mediation and management of future or existing contracts will be passed on.

Before a contract may be taken over, the Client is informed with sufficient time in advance and is given the opportunity to object to a contract takeover within a period of 4 weeks and to terminate the brokerage agreement extraordinarily and without notice.

Final provisions

Should a provision of this agreement be or become invalid or a loophole should emerge, this shall not affect the validity of the contract as a whole. The invalid provision or the loophole must be remedied by way of a provision that comes as close as possible to the intended purpose of the provision.

The place of performance and jurisdiction for all rights and duties arising out of this contract is the Insurance Broker's registered office provided that both contractual parties are traders or legal persons under public law. German law shall apply.

Agreement placed on: _____

Agreement accepted on: _____

Client Signature (or stamp)
or legal guardian for minors

Insurance Broker Signature
(or stamp)