

INSURANCE ADVISORY AND MANAGEMENT AGREEMENT

(BROKERAGE AGREEMENT, BROKER WITH EXTENDED DELEGATION OF DUTIES)

Between _____
(hereinafter referred to as "the Principal")

And **Léman Assurances Associés Sàrl - Ch. de la Roche 4 – 1091 Grandvaux**
(hereinafter referred to as "the Broker")

In accordance with Articles 394 et seq. of the Swiss Code of Obligations (CO), the Principal entrusts the Broker with the exclusive management of its insurance portfolio.

Upon signature of this agreement, the Principal shall provide the Broker with an inventory of its insurance policies and pension funds, the management of which it is entrusting to the Broker. It is specified that this inventory will, where appropriate, be supplemented with the new contracts that will be proposed to the Principal. The Broker acts in accordance with the general terms and conditions of the ACA (2024 version) and assumes full responsibility for its mandate only for insurance policies actually domiciled at the Broker's correspondence address.

This agreement is concluded with immediate effect for an indefinite period. It may be terminated by both parties at any time, without notice.

The general terms and conditions of the ACA (2024 version), the ACA tariff (2024 version), the additional conditions, the duty of information and the power of attorney form an integral part of this agreement.

Executed in _____ in two copies, on _____

Signature of the Broker
Léman Assurances Associés Sàrl

Signature of the Principal

GENERAL TERMS AND CONDITIONS OF THE ACA

BROKER WITH EXTENDED DELEGATION OF DUTIES

The original text of this document belongs to the ACA (Association des Courtiers en Assurances). Its use is reserved for members of the Association. Any modification is prohibited. The list of members is available on the Association's website (www.aca-courtiers.ch).

The Broker

The Broker is an independent insurance intermediary within the meaning of Articles 40 of the Swiss Insurance Supervision Act (LSA) and 182a of the Swiss Ordinance on the Supervision of Private Insurance Companies (OS).

The Broker has the necessary authorisation to perform its services as an independent intermediary, according to Swiss legislation on the supervision of insurance companies (LSA).

Scope

The Principal entrusts the Broker with the management of its insurance portfolio through an insurance advisory and management agreement and a power of attorney. The provisions set forth below form an integral part of the aforementioned agreement and may only be amended or supplemented by a document signed by both contracting parties, not involving the ACA.

Broker Services

The Broker is authorised to negotiate with the insurance companies on behalf of the Principal as mentioned in the insurance advisory and management agreement, to place its insurance and to manage same.

The Broker undertakes to advise the Principal and to manage all its insurance included in the insurance advisory and management agreement. Its tasks will include risk analysis, the search for appropriate cover, portfolio management and the resulting adjustment proposals, claims management, regular analysis of the Principal's situation and its relationship with insurance companies, as well as informing the Principal about any significant changes in the legal and regulatory framework covering the insurance activity.

The Principal, meanwhile, undertakes to send the Broker all the necessary information and documents concerning the insurance portfolio entrusted and to inform it without delay of all facts that may modify the assessment of the risks to be insured. Failing this, the Broker cannot be held responsible for any gaps in cover.

Portfolio analyses and advice from the Broker are deemed to have been received and accepted by the Principal, unless otherwise stated in writing.

Activity Abroad

If necessary, the Broker is authorised to carry out the tasks defined in the insurance advisory and management agreement and its appendices outside Switzerland.

Remuneration

The Broker receives remuneration from insurance companies or other third parties. The ACA tariff (2024 version) makes it possible to estimate the remuneration to be received from insurance companies or other third parties. Upon request, the Broker communicates to the Principal the amounts actually received. If the Principal requests the reimbursement of these, the Broker charges the Principal fees according to the ACA tariff (2024 version).

If the mandate so provides, the Broker may receive payment from the Principal for its services. The Broker may nevertheless 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 with the approval of the supervisory authority in Switzerland.

The Principal pays its insurance premiums directly to the insurance companies and receives any reimbursements and compensation directly from them. The Principal releases the Broker from this activity.

Financial Guarantees

The Broker has the financial guarantees defined in Article 189 of the Swiss Ordinance on the Supervision of Private Insurance Companies (OS), namely civil liability insurance to cover material damage resulting from a violation of its obligation of professional due diligence.

Data Protection

The Broker undertakes to comply with the provisions of the Swiss Federal Law on the Protection of Data (LPD) of 1 September 2023.

The duty of information forming part of the ACA's insurance advisory and management agreement specifies the rights and obligations of the Principal and Broker.

Applicable Law and Jurisdiction

The ACA's insurance advisory and management agreement is subject to Swiss law. The jurisdiction is that covering the legal domicile of the Broker.

ACA TARIFF

(ASSOCIATION DES COURTIER EN ASSURANCES)

The original text of this document belongs to the ACA (Association des Courtiers en Assurances). Its use is reserved for members of the Association. Any modification is prohibited. The list of members is available on the Association's website (www.aca-courtiers.ch).

If the Broker advises the client and manages its insurance contracts in accordance with the general terms and conditions of the ACA, it receives remuneration from insurance companies or other third parties that the Principal can estimate on the basis of the tariff below. Upon request, the Broker communicates to the Principal the amounts actually received. If the Principal requests the reimbursement of these, the Broker charges the Principal fees according to the ACA tariff below.

Branch		Minimum Annual Remuneration by Contract	Annual Remuneration for Advice and Management as a % of the Total Premium	
Group life	as a % of the savings, risk and expense premium	CHF 300	2%	Average rate
Individual life		-	-	Information when submitting the offer
Individual illness		-	-	
Group illness – loss of earnings		CHF 200	7.5%	Average rate
International illness/accident		CHF 100	15%	Average rate
Accident LAA [Swiss Federal Law on Accident Insurance]		CHF 200	5%	Maximum rate
Individual accident		CHF 100	15%	Average rate
Other accidents		CHF 100	15%	Average rate
Additional accident LAA		CHF 200	15%	Average rate
Civil liability		CHF 100	15%	Average rate
Property insurance		CHF 100	15%	Average rate
Technical insurance		CHF 100	15%	Average rate
Transport insurance		CHF 100	15%	Average rate
Guarantees		CHF 100	15%	Average rate
Vehicles (civil liability, accidental damage, occupants, etc.)		CHF 100	10%	Average rate

In compliance with the provisions provided for in paragraph 2 of Article 45b of the LSA, the Broker may agree with its principal on an hourly remuneration based on the following rate:

- Advice and expert assessments CHF 300.00 (hour)
- Secretariat and administration CHF 150.00 (hour)
- Travel expenses (minimum 1 hour) CHF 150.00 (hour)

The provision by the Broker of computer applications and work equipment is invoiced separately to the client according to a particular agreement or prior agreement.

DUTY OF INFORMATION

PURSUANT TO ARTICLE 45 OF THE SWISS INSURANCE SUPERVISION ACT (LSA), STATE AS AT 1 JANUARY 2024

In accordance with the legal provisions of the LSA, we must indicate the following to our principals, in accordance with the duty of information granted to independent intermediaries:

The Independent Intermediary (Art. 40 LSA)

Léman Assurances Associés Sàrl is an independent insurance broker registered in the register of independent intermediaries of the financial markets supervisory authority under the FINMA number 25'613, hereinafter referred to as the intermediary. The intermediary maintains loyal relations with its principals (policyholders) and acts in the interests of the latter. The intermediary's registered office is located at its premises at Chemin de la Roche 4 à 1091 Grandvaux.

Advisers

The following advisers work for Léman Assurances Associés Sàrl – N° FINMA 25'613

Gaston ARTIBANI	N° FINMA 18'269
Eric JEAN-MAIRET	N° FINMA 27'913
Christian GROBETY	N° FINMA 25'631

The advisers have the necessary skills and knowledge to carry out their activity and are required to undergo initial and ongoing training in accordance with Article 43 of the LSA.

Liability (Art. 45 LSA)

The intermediary assumes liability in the event of fault, negligence or incorrect information on the part of its advisers.

Prevention of Conflicts of Interest (Art. 45a LSA)

The intermediary takes every precaution to prevent conflicts of interest during the intermediation and undertakes to inform the Principal if, despite all the measures taken, it would result in a disadvantage for the latter.

The Insurance Cover Offered

The intermediary may offer its principals insurance cover in all branches.

For qualified life insurance advice, namely life insurance in which the principal bears a risk of loss in a savings process, the intermediary informs the principal in accordance with the provisions provided for in Articles 39a to 39k of the LSA.

Publication of Remuneration (Art. 45b LSA)

The intermediary receives remuneration from insurance companies or other third parties.

If the mandate provides for the invoicing of fees, the intermediary may nevertheless accept remuneration from insurance companies or other third parties under the conditions provided for in paragraph 2 of Article 45b of the LSA.

The ACA tariff makes it possible to estimate the remuneration to be received from insurance companies or other third parties.

Upon request, the intermediary communicates the amounts actually received.

Data Protection

The intermediary endeavours to protect the integrity of its principals' digital data to the best of their ability. The security deployed concerns resources covering external anti-intrusion, file restoration, control and blocking of misuse and falsification. Its computer systems are organised around all the hardware, software and telecom resources installed. This infrastructure makes it possible to classify the information system (databases) in accordance with rigorous and methodical rules. The processing of information is carried out within a scope specific to the intermediary, exclusively accessible by its employees and stored in Switzerland. Only persons authorised through the intermediary or expressly authorised may exploit the personal data of the principals, and exclusively for professional purposes. Employees of the intermediary, through their training and actions, play an active part in the security of the computer system. The principal is responsible for having a copy of all the data that it transmits to the intermediary. The intermediary is legitimately authorised to request updates to the personal information of its principals in order to ensure relevance to the purposes for which it must be used and, insofar as these purposes require it, it must be accurate, complete and up to date. Insurers may request information from the intermediary or expert assessments from external specialists (doctors, engineers, corporate economists, etc.). This information and these expert assessments are used to determine the services they are responsible for allocating. The intermediary cannot be held responsible for the processing of information required by insurers or resulting from expert assessments.

In the event that it is necessary to transfer the principal's personal data abroad in accordance with an insurance advisory and management agreement, the intermediary is authorised to transmit this data in compliance with the Swiss Federal Law on the Protection of Data (LPD) of 1 September 2023. The principal is notified of the existence of an automatic data retention process, the purpose of which is to be able to meet the legal obligations relating to retention of information and to ensure the continuity of the intermediary's business.

An updated version of the duty of information is available on the intermediary's website.

SPECIAL TERMS AND CONDITIONS

Signature of the Broker

Signature of the Principal

POWER OF ATTORNEY

The original text of this document belongs to the ACA (Association des Courtiers en Assurances). Its use is reserved for members of the Association. Any modification is prohibited. The list of members is available on the Association's website (www.aca-courtiers.ch).

I/We, the undersigned:

.....

.....

.....

Entrust the exclusive management of my (our) insurance and pension fund portfolio and grant full authority to:

Léman Assurances Associés Sàrl

(hereinafter referred to as "the Broker")

to represent me/us with all insurance companies and pension foundations in order to perform all the tasks agreed in the insurance advisory and management agreement (brokerage agreement) that I/we signed today.

I/We confirm that I/we have read the Broker's commitments to comply with the provisions of the Swiss Federal Law on the Protection of Data (LPD) of 1 September 2023, as detailed in the duty of information (available on the Broker's website).

All correspondence concerning my/our insurance and pension fund portfolio, including that relating to the handling of claims, must be sent to the following address:

Léman Assurances Associés Sàrl – Ch. de la Roche 4 – 1091 Grandvaux

Léman Assurances Associés Sàrl – Case postale 160 – 1090 Cully

All financial transactions remain under my/our control, although the correspondence related to them passes through the Broker. Thus, compensation for claims and premium reimbursements must be paid directly to my/our accounts. I/We discharge the Broker from the liability of payment of premiums.

This power of attorney comes into force with immediate effect for an indefinite period. It cancels and replaces any power of attorney previously granted and terminates upon written communication by me/us or the Broker, without notice.

Executed in _____, on _____

Signature: