

## ASSIGNMENT CONTRACT

On this..... , in the city of Sofia, by and between:

....., with registered office and address of management and correspondence address ....., e-mail ....., registered at the Commercial Registry of the Registry Agency under UIC ....., represented by ....., hereinafter: „Assignor“, and

"UNICREDIT INSURANCE BROKER" EOOD, with registered office and address of management: city Sofia, № 14 Gueshevo street, registered at the Commercial Registry of the Registry Agency under UIC 131342355, represented by Kalin Zhivkov Zhelev and Georgi Tihomirov Todorov – Directors, hereinafter: “Broker”, on the other side, jointly referred to as “Parties” and separately as “Party”, на основание art. 301, par.2 of the Insurance Code (IC), the following contract was entered into as follows:

### I. Subject of the Contract

Art. 1. The Assignor assigns and the Broker undertakes to perform insurance brokerage in the sense of art.301 of the IC, as follows:

- a. on the grounds of the information, provided by the Assignor to establish the latter's requirements and needs, To study and analyze the insurance interest of the Assignor and to provide objective information regarding the insurance products offered by the insurance companies without the provision of advice according to art. 301, p.5 of the IC. On the basis of the information provided by the broker, the Assignor shall take an informed decision on the insurance product and insurance company.
- b. with regard to the above to negotiate the best terms and conditions for the Assignor when signing the insurance contract;
- c. to place the insurance risks under the insurance contract of the Assignor;
- d. to ready the documents for the preparation of the insurance contracts and to organize the collection of the insurance premiums pertaining to the insurance contracts signed by the Assignor;
- e. to suggest to the Assignor the undertaking of respective actions for the purpose of decreasing the possibility of insurance event and the decrease of the amount of any possible damage;
- f. to render assistance to the Assignor in case of insurance event for the purpose of establishment of the underlying reasons as well as for the timely inspection and settlement of damages.

### II. Rights and Obligations of the Parties

Art. 2. The Broker undertakes to perform his obligations under the present Contract in good faith and shall bear responsibility for the performance of the services, assigned to the latter through the present Contract, irrespective of whether they were performed personally or by another person or organization which has been hired, instructed, trained or controlled by the Broker.

Art. 3. The Assignor undertakes to provide the entire necessary and available information, to cooperate with and assist the Broker in the performance of his obligations under the present Contract.

Art. 4. The Assignor shall be entitled to constantly supervise, control and auditing of the performance of the Broker's obligations under this Contract.

Art. 5. The Broker undertakes to provide the entire necessary and available information, to cooperate with and assist the Assignor for the purpose of performing his obligations under the present Contract, as well as to inform the latter of any and all circumstances pertaining to the performance of this Contract.

Art. 6. The parties agree that under Art. 301, para. 3 of the Insurance Code, the Broker remuneration is included in the insurance premium and is owed by the Insurer.



### III. Confidentiality and Personal Data

Art. 7. (1) The parties to the present Contract undertake to keep and to not provide to any third parties, without the advance written consent of the other Party, any information related to this Contract, including any confidential information, professional or trade secrets, nor to use such information in a manner and for purposes damaging the interests of the other Party.

(2) The notion “confidential information” includes:

Any information, which is not publicly available can cannot be obtained through public access, related to: the management of any of the Parties no this Contract; their commercial and financial operations and condition, marketing activity, corporate development, legal activities business plans, production processes, computer programs and data, company surveys as well as all types and categories of information concerning any of the Parties, for which it can be presumed that other Party intends or is expected to keep secret.

Art. 8. (1) the Broker is Data Controller in the sense of Regulation (EU) 2016/679 of the European Parliament and of the Council. .

(2) By signing the Contract, the Assignor declares and confirms that he has been provided with and is acquainted with the Information about the personal data, processed by UniCredit Insurance Broker EOOD, according to Regulation (EU) 2016/679 of the European Parliament and of the Council and is informed that the information about the personal data, processed by UniCredit Insurance Broker EOOD, is available on the internet site of UniCredit Insurance Broker EOOD and upon request at the office of the Insurance broker.

### IV. Information provided to the Assignor, in compliance with art. 325 and in relation to art.290 of the IC

Art. 9. (1) UniCredit Insurance Broker EOOD is registered in the registry of the insurance brokers of the Financial Supervision Commission (FSC) <http://www.fsc.bg/bg/pazari/zastrahovaten-pazar/spisatsi-podnazornilitsa/zastrahovatelni-brokeri/> and is a regulated entity thereby on the grounds of license permit for exercising activity as insurance broker № 49-35/15.06.2005, issued by FSC.

(2) UniCredit Insurance Broker EOOD does not hold, directly or through associated parties, more than 10 percent of the votes in the General Assembly or shares from the capital of an insurance company, and no insurance company or parent company of an insurance company holds, directly or through associated parties, more than 10 percent of the votes in the General Assembly or of the capital of UniCredit Insurance Broker EOOD.

(3) The users of insurance services as well as other concerned parties can submit complaints against UniCredit Insurance Broker EOOD to the following email address: [insurance@unicreditleasing.bg](mailto:insurance@unicreditleasing.bg) or to the above specified address of management. The said parties can choose an out-of-court settlement of any arisen dispute before FSC. The out-of-court settlement of disputes can also be performed according to the respective insurance company's provisions for settlement of claims.

(4) UniCredit Insurance Broker EOOD represents and consults the users of insurance services on the grounds of analysis of sufficient number of quotes of contract companies without having any contractual obligations to perform exclusive insurance brokerage for one or several insurance companies. The Broker does not provide an an advice according to art. 301, par. 5 of the IC and has contractual relations for the performance of insurance brokerage with the following insurance companies: ZAD Allianz Bulgaria AD, ZD Bul Ins AD, ZPAD Bulstrad, UNIQA Insurance AD, DZI - General Insurance EAD, ZD Euroins AD, Generali Insurance AD, ZAD ARMEEC AD, ZAD OZK-Zastrohavane AD, GROUPAMA ZASTRAHOVANE, ZEAD DallBogg Zhivot i Zdrave EAD, ZAD ASSET INSURANCE, ZPC Lev Ins AD, Collonnade Insurance SA – branch Bulgaria, Certasig - Societate de Asigurare si Reasigurare S.A. - Bulgaria Branch, ZK Bulgaria Insurance AD, Bulgarian Export Insurance Agency EAD, ZAD European Insurance Company, OZOK Ins .

(5) UniCredit Insurance Broker EOOD receives remuneration in the form of commission which is included in the insurance premium set by the insurer and is not paid for additionally by the Assignor.

### V. General Provisions

Art. 10. The present Contract shall come into force on the date of its signing. The Contract can only be amended with the express written agreement of the Parties.

Art. 11. (1) The present Contract shall be terminated:



- automatically in case the Broker is stricken off the registry of insurance брокери when the Financial Supervision Commission revokes the license of the Broker;
- automatically upon initiation of liquidation or insolvency procedure of any of the Parties;
- by mutual consent of the Parties;
- with one month prior written notice of termination sent by one party to the other party.

(2) Regardless the termination the parties to this Agreement undertake to perform their obligation till the expiration of all insurance policies valid as of the date of termination.

Art.12. The Assignor declares and guarantees that the Broker has provided him with the information under art.325 of the IC sufficient time prior to signing this Contract.

Art.13. (1) In order to be considered valid, all notifications and documents exchanged between the Parties in relation to this Contract shall be sent and received in writing, and the written form shall be considered complied with when such communication is being sent by letter with proof of receipt, by email or in another manner, to the addresses specified at the start of this Contract.

In case of change in the postal address or email address each Party undertakes to immediately notify the other Party. In case of non-performance of that obligation, the notifications sent to the last address specified by the respective Party shall be considered validly sent and accepted.

Art. 14. Any and all disputes arisen between the Parties in relation to this Contract shall be settled through negotiations and in the spirit of cooperation and in case of failure to reach an agreement the matters shall be referred to the competent court.

Art. 15. The provisions of the acting Bulgarian legislation and the European law applicable on the territory of Bulgaria shall apply to any matters that are not settled in this Contract.

This Contract consists of 3 (three) pages and was prepared and signed in 2 (two) identical copies - one for each of the Parties.

The following documents shall be integral and mandatory part of this Contract:

Information about personal data processed by UniCredit Insurance Broker EOOD, according to Regulation (EU) 2016/679 of the European Parliament and of the Council.

For and on behalf of the Assignor:

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For and on behalf of the Broker:

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### **Information about the personal data, processed by UniCredit Insurance Broker EOOD, according to Regulation (EU) 2016/679 of the European Parliament and of the Council**

Unicredit Insurance Broker EOOD, UIC 131342355, with registered office and address of management in the city of Sofia, №14 Gueshevo street („Company“), is Data Controller in the sense of Regulation (EU) 2016/679 of the European Parliament and of the Council. In order to provide you with quality service the Company processes personal data for the purpose of performing brokerage and consultancy in the sphere of property- and life insurance. The processing is necessary to manage the relations with clients before and/or during the effect of signed insurance contracts, receipt of preliminary information, which is necessary for the purpose of signing an assignment contract and of insurance contract; as well as to assess your insurance interest. In order for us to be able to perform our obligations as insurance broker, to provide you with the service you wish and to enhance the quality of our work, we share personal data with insurance companies and their employees. The personal data are also processed when the information about your preferences and consumer habits is being analyzed, for the purpose of studying your level satisfaction, to improve the client service or in order to popularize the products and services offered by the Company. Processing of information representing personal data also takes place in order to control the activities of the suppliers of external services, for protection and preservation of security, as well as for the prevention of frauds, също се извършва обработване на information. Furthermore, the Company is obligated by law to process your personal details in case you are a representative of legal entity - client of the Company.

The Company also processes the personal data in compliance with the requirements for legality provided by the legislation for the



purpose of protecting personal data provided at least one of the grounds for processing are available, and namely: a consent given by you; when you wish to sign or have already signed a contract with the Company; for the purpose of complying with a legal obligation; for the purposes of the legitimate interests of the Company. The failure to provide your personal data will result in the Company being unable to provide you with the service you wish.

When provided by law or stipulated in your contract „the Company may disclose personal data to different categories of receiving parties:

- ✓ public bodies, institutions and establishments, auditors;
- ✓ to Data Processors acting according to the instructions of the Company (including entities assisting the servicing and collection of receivables of the Data Controller);
- ✓ to associated parties of the Company, including companies from the UniCredit Group, when there are well-founded legitimate interests of the Company;
- ✓ for the procurement of references and obtainment of information, related to the assessment of your insurance interest;
- ✓ to third parties, providing there is valid legal ground for the disclosure.
- ✓ If the personal data processed by the Company needs to be transferred to third countries or international organizations this will be done in compliance with the provisions of the General Data Protection Regulation.

The Company processes your personal details for the time periods established in the acting national legislation and by the regulation supervisory bodies. Any personal data for which there is no explicit legal/regulatory obligation to be stored will be deleted upon completion of the purpose for which they were collected and processed.

We hereby inform you that according the General Data Protection Regulation you are entitled to access to, correction, deletion or restriction of the processing of your personal data, as well as to data transferability rights. You can object against the processing on the basis of legitimate interest. In case you have given your consent for a specific purpose you are entitled to withdraw it at any time without affecting the legality of the processing occurred prior to such withdrawal.

You can find further information regarding the personal data processed by the Company on the internet page of the Company, [www.unicreditinsurancebroker.bg](http://www.unicreditinsurancebroker.bg), section Personal Data Protection, as well as at the office of the Company.

You can contact the Data Protection Officer of the Company at: [DPO@UniCreditGroup.BG](mailto:DPO@UniCreditGroup.BG), 7 Sveta Nedelya square, 1000 Sofia, Bulgaria. If you believe that your rights related to personal data processing have been violated, you submit a complaint to the Commission for personal data protection.

UniCredit Insurance Broker EOOD has signed insurance brokerage contracts with insurance companies who are also data controllers in the sense of Regulation (EU) 2016/679 of the European Parliament and of the Council and you can find more information about the data processed by the companies on the webpages of the insurance companies in the relevant sections, according to the table below:



<b>Insurance company:</b>	<b>Internet page</b>
Allianz	<a href="http://www.allianz.bg">www.allianz.bg</a>
Armeec	<a href="http://www.armeec.bg">www.armeec.bg</a>
Asset	<a href="http://www.assetins.bg">www.assetins.bg</a>
Bul Ins	<a href="http://www.bulins.com">www.bulins.com</a>
Bulstrad	<a href="http://www.bulstrad.bg">www.bulstrad.bg</a>
Groupama	<a href="http://www.groupama.bg">www.groupama.bg</a>
Dallbogg	<a href="http://www.dallboqq.com">www.dallboqq.com</a>
DZI	<a href="http://www.dzi.bg">www.dzi.bg</a>
Generali	<a href="http://www.generali.bg">www.generali.bg</a>
Doverie	<a href="http://www.ozof-doverie.com">www.ozof-doverie.com</a>
Euroins	<a href="http://www.euroins.bg">www.euroins.bg</a>
Colonnade	<a href="http://www.colonnade.bg">www.colonnade.bg</a>
Lev Ins	<a href="http://www.lev-ins.com">www.lev-ins.com</a>
OZK Zastrahovane	<a href="http://www.ozk.bg">www.ozk.bg</a>
Uniqa	<a href="http://www.uniqa.bg">www.uniqa.bg</a>
Bulgaria Insurance	<a href="http://www.bulgariainsurance.bg">www.bulgariainsurance.bg</a>
BAEZ	<a href="http://www.baez.bg">www.baez.bg</a>
OZOK Ins	<a href="http://www.ozok.bg">www.ozok.bg</a>
European Insurance Company	<a href="http://www.ehif.eu">www.ehif.eu</a>

