



# Intermediary Cooperation Agreement

30/10/2020

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Page 1 of 7

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# Intermediary Cooperation Agreement

## Dated on:

This **INTERMEDIARY COOPERATION AGREEMENT** No. (the “**Agreement**”) is made and entered into by and between:

**dhig GmbH**, the insurance intermediary incorporated under the laws of the Republic of Austria, with registered office at Fleischmarkt 9/16, 1010 Wien, registered in Firmenbuch (registry of legal entities of the Republic of Austria) under the number (Firmenbuchnummer) FN 515759 w, represented by the Chief Executive Officer Thomas Sauer, (hereinafter referred to as the “**Company**”), and;

the following insurance intermediary (hereinafter referred to as the “**Intermediary**”):

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## Intermediary Information:

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## Banking Details:

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When entering into this Agreement the Intermediary is represented by , acting in the capacity of .

The Company and the Intermediary may hereby be referred to as the “**Parties**” and each separately as the “**Party**”.

The Parties have agreed on the following:

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## Article 1. Subject matter of the Agreement



- This Agreement governs the relationship between the Company and the Intermediary concerning generation by the Intermediary of sales leads for the insurance and reinsurance entities cooperating with the Company (hereinafter referred to as the “**insurers**”/“**insurer**” and “**reinsurers**”/“**reinsurer**”), as well as concerning communication assistance during execution of respective insurance / reinsurance contracts.
- The Intermediary shall be remunerated by a commission, if its lead results in conclusion of an insurance / reinsurance contract by the insurer / reinsurer, subject to respective specific written agreement between the Parties regarding this.

## **Article 2. Duties and limitations of authority of the Intermediary**

2.1. The Intermediary informs the Company about potential policyholders and their appointed insurance intermediaries interested in receiving offers in the field of various types of personal insurance lines, for example, international medical insurance, life insurance, travel insurance.

2.2. The Intermediary sends the Company contact details of the above potential policyholders and their appointed insurance intermediaries, as well as specific needs of potential policyholders and those of potential insured persons, if this information is available.

2.3. The Intermediary can be engaged by the Company in providing communication assistance during execution / implementation of insurance / reinsurance contracts to be concluded based on the Intermediary's provided sales leads. Communication assistance may include participation in development of communication materials for the insured persons, in development of an internet portal made for a particular customer, making presentations for insured persons on their work sites, etc.

2.4. The Intermediary shall have no authority to bind the Company or the insurer / reinsurer on any application or policy and/or contract of insurance / reinsurance, or to bind the Company or the insurer / reinsurer by any agreement, contract, representation or promise made.

2.5. Nothing contained herein shall be construed to require the Intermediary/the Company to place risks with any specific insurer / reinsurer, nor to require any insurer / reinsurer to accept risks offered by the Intermediary.

2.6. The Intermediary undertakes to execute any and of its obligations under the Agreement and related thereto, fully in accordance with all applicable laws. Furthermore, the Intermediary warrants and guarantees that it is duly licensed and has all necessary rights/entitlements to execute its obligations under the Agreement.

2.7. The Intermediary agrees that the Company as well as any insurer / reinsurer shall be held harmless for any liability that results from misrepresentation or any other error, omission or breach of the Agreement by the Intermediary.

## **Article 3. Intermediary Fees / Commission**

3.1. For the Intermediary's services rendered under the Agreement in respect of an insurance /

reinsurance contract, the Company will pay a remuneration - commission, which specific amount and payment currency will be mutually pre-agreed by the Parties in an Addendum to this Agreement. The amount of the commission due will, *inter alia*, depend on whether the Intermediary is asked to provide communication or other assistance in respect of execution of insurance / reinsurance contracts.

3.2. Unless otherwise specifically agreed by the Parties in a respective Addendum, the Intermediary shall be entitled to invoice the Company and later on to receive its commission only in the following circumstances:

- due receipt by the Company of insurance premium or its relevant installment under the insurance contract entered into, due to a sales lead of the Intermediary - in circumstances when the Company is authorized by the insurer to collect insurance premium; or
- due receipt by the Company from the insurer of its (the Company's) commission in respect of the insurance contract entered into based on a sales lead of the Intermediary - in circumstances when insurance premium is to be paid directly to the insurer; or
- due receipt by the Company of its (the Company's) commission in respect of the reinsurance contract entered into based on a sales lead of the Intermediary.

The Parties hereby agree that the Company shall inform the Intermediary about receipt of the relevant insurance premium (installments) or commission, and respective right of the Intermediary to issue an invoice under this Agreement for commission due.

3.3. The commission due to the Intermediary shall be paid by the Company within 45 calendar days following the date of receipt of the corresponding invoice of the Intermediary (with due regard of paragraph 3.2). If no invoice is issued - the Company automatically generates a commission statement. Payment shall be made by wire transfer to the Intermediary's bank account specified on the front page of this Agreement unless another procedure is expressly agreed by the Parties.

#### Article 4. Confidentiality

4.1. For the purposes of this Agreement, the "**Confidential Information**" shall mean any and all information of any kind or nature whatsoever, whether written or oral, regarding the Parties, insurers, reinsurers and other partners cooperating with the Company, policyholders or any and all information relating to the subject matter of this Agreement, insurance / reinsurance contracts, the negotiations or implementation hereof, which information is not known to the general public. Any personal data processed under this Agreement and insurance / reinsurance contracts is also a confidential Information.

4.2. Save as required by applicable legal regulations or foreseen otherwise in this Agreement, the Parties undertake to, and agree to keep in confidence all Confidential Information, and not to use or communicate or cause to be communicated, or to make available or re-supply, any Confidential Information to any person other than the directors, officers, employees and professional advisers of the Parties and other persons who have a need to know it for the purposes of this Agreement.

4.3. The obligations and limitations set forth herein regarding the Confidential Information shall not apply to information, which is:

- at any time in the public domain other than as a result of a breach of this Agreement;



- rightfully known to the receiving Party without any limitation on use or disclosure prior to receipt of the same from a disclosing Party; or
- independently developed by the receiving Party not in connection with the Agreement.

## **Article 5. Personal Data**

5.1. The Parties hereby confirm and agree that they do not intend to exchange personal data of persons to be insured. In the course of execution of this Agreement the Parties intend to exchange pseudonymized data of persons to be insured.

5.2. Furthermore, it is not the intention of the Parties to jointly process any personal data in relation to this Agreement. The Intermediary shall be the independent controller of any personal data of persons to be insured that it possesses.

5.3. Nevertheless, should in the course of cooperation of the Parties under the Agreement the Intermediary actually disclose any personal data to the Company and/or the insurer and/or reinsurer (irrespective of the reason for such disclosure), the Intermediary hereby warrants and guarantees the following:

- the said personal data sharing shall fully corresponds to the requirement as set by applicable laws;
- the Intermediary shall in advance of the disclosure obtain respective consents (as necessary for such disclosure under applicable laws) of data subjects or shall have other legal grounds (as regulated under applicable laws) for discloser of personal data to the Company, the insurer and reinsurer for the purposes of execution of an insurance contract and its reinsurance contract.

5.4. The Intermediary shall defend, indemnify and hold harmless the Company, the insurer and reinsurer in relation to claims, damages, liabilities and expenses (except for lost profit) arising to any breach by the Intermediary of this Article 5.

## **Article 6. Term and Duration**

6.1. This Agreement shall come into force from the date as indicated in the front page of the Agreement. This Agreement is concluded for indefinite period of time.

6.2. Termination of the Agreement shall not have effect on the obligations of the Parties undertaken prior to its termination.

6.3. Any Party shall be entitled to unilaterally, out of court, due to any reason terminate this Agreement at any time by sending the other Party a written notice on termination at least thirty (30) day prior to the date of termination. In this case the Agreement shall be considered to have been terminated upon expiration of this thirty (30) days term.

## **Article 7. Miscellaneous**



7.1. All notices and other communications under the Agreement shall be executed in English language, in writing (by registered mail, delivered by hand or send via-e-mail).

7.2. The law of the Republic of Austria shall be applicable in respect of this Agreement. All disputes between the Parties arising out of this Agreement or connected herewith, including disputes on recognition the Agreement unmade or invalid shall be settled by negotiations. Failing to settle differences by negotiations, all disputes shall be settled in competent courts of the Republic of Austria.

7.3. The Intermediary shall not assign any of its rights and obligations under this Agreement without the prior written consent of the Company.

7.4. This Agreement may be amended only by a written agreement of both Parties.

7.5. The Agreement is executed in two copies: one to each Party.

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# Signature Certificate

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Page 7 of 7