

## **CONTRACT FOR ASSIGNMENT**

This contract was made and entered into this day.....of.....20....in the City of Sofia, by and between:

Name.....

Address.....

Personal ID Number/UIC....., hereinafter referred to as the Assignor, on the one hand, and

Insurance broker Broker Ins Ltd, having licence 499-3B from 21.07.2006, UIC: 121773065, represented by Stefan Petrov Enchev and Roumen Georgiev Staikov, hereinafter collectively and individually referred to as the Assignee, on the other hand; and the parties hereto agreed as follows:

### **SUBJECT MATTER OF THIS CONTRACT**

1. The Principal assigns and the Contractor agrees to consult the Principal by providing assistance in the Principal's relations with licensed insurance companies.

### **RIGHTS AND OBLIGATIONS OF THE PARTIES**

2. The Assignor agrees to provide the Assignee with all the information needed in relation with the execution of this contract.
3. The Assignor is entitled to set his own specific requirements to the Assignee regarding the consultations and cooperation provided by the Assignee.
4. The Assignor is entitled to receive offers by several insurance companies, as well as to require additional information from the Assignee in relation to the offers provided.
5. The Assignor is entitled to select alone the Insurance company, in which it wants to be insured, as well as to notify the Assignee of its decision and coordinate subsequent actions related to his choice.
6. The Assignee agrees to make an analysis of the insurance services offered, of the insurance risks and offers for insurance cover of different insurance companies.
7. Following the Assignor's decision and offer selected by him, the Assignee agrees to provide the documents required for conclusion of the insurance contracts and to prepare the same for approval by the Assignor.
8. The Assignee agrees to represent the Assignor to insurance companies upon conclusion of insurance contracts.
9. The Assignor assigns and the Assignee agrees to mediate the Assignor in collecting of insurance premiums on policies concluded without mediation of the Assignee. This mediation is carried out in condition that the Assignor has provided the Assignee with the necessary information for that purpose.
10. The Assignor agrees to pay the due insurance premiums within the set time limits.
11. In the event of the Assignor's failure to pay the due insurance premiums within the set time limits, the Assignee shall not be held liable for termination of the insurance cover by the Insurer and neither shall the Assignee be held liable for the consequences of these actions.
12. The Assignor is entitled to require assistance from the Assignee as regards the damages on insurance contracts concluded during the term of this contract.
13. The Assignee agrees, upon occurrence of an insurance event, to assist the Assignor in execution of the documents required for filing a claim, and to provide additional assistance in liquidation of damages occurred, if necessary.

### **TERM OF THIS CONTRACT**

14. The contract shall come into force from the day of its signing and shall be effective for a one-year term.
15. If neither party expresses its explicit wish to terminate this contract within 15 days before its expiration date, the contract shall be extended automatically for a subsequent one-year term.

16. The contract shall be terminated by one-month written notice of the party which wants the termination or immediately by mutual agreement of the parties.

### PROCESSING OF PERSONAL DATA

17. The Principal gives its consent for the Contractor's personal data processor to collect, process, store and provide its personal data lawfully, fairly and in a transparent manner in the course of fulfillment of the tasks with regard to the provision of the insurance brokerage service pursuant to the requirements of Regulation (EU) 2016/679 and the Personal Data Protection Act.

18. By signing this contract the Principal declares that:

- The Contractor has acquainted the Principal with its rights as a personal data subject;
- The Contractor has provided the Principal with the data which identify the Contractor as personal data controller as well as the contact details for getting in touch with the personal data controller;
- The Principal is acquainted with the purposes of the processing of its personal data as well as with the legal grounds for their processing;
- The Principal is familiar with the periods for which its personal data will be stored as well as with the criteria used to determine such periods;
- The Contractor has informed the Principal of its right to seek from the Contractor access to correction or deletion of its personal data or to restriction of their processing as well as of its right to object to the processing and the right to data portability;
- The Principal has been informed that the provision of its personal data is a mandatory / contractual requirement necessary for the performance of this contract and has been informed of the possible consequences of non-provision of such data;
- The Principal is aware of the possibility for withdrawal of its consent at any time without affecting the lawfulness of the consent-based processing prior to withdrawing such consent;
- The Principal is aware of its right to lodge a complaint to the supervisory authority in case of infringement of its rights;
- The Principal is aware of the possibility to exercise its right to data portability to another controller when such portability is technically feasible;
- The Principal is informed of its right to object to the processing of its personal data for the purposes of direct marketing, which includes also profiling, insofar as it is related to direct marketing;
- The Principal has been informed of its right not to be subject to a decision based solely on automated processing.
- The Principal has been informed that in connection with the performance hereunder information related to its personal data may be provided to insurance companies as well as to third parties only if it is required for the provision of the insurance brokerage services.

19. The Principal declares that when providing the Contractor with data of other natural persons in connection with the performance of this contract, the Principal has received their explicit consent for their data to be provided to Broker Ins OOD under the terms and conditions described herein, including that it has the capacity of a parent/guardian in the cases where data of persons under the age of 16 years are provided.

20. By signing this contract the Principal confirms that it is familiar with the Privacy Notice of Broker Ins OOD, published on its website [www.brokerins.bg](http://www.brokerins.bg), declares that it has been provided with a copy of the Notice at the email address specified in the contract and confirms that it has received it.

### NOTIFICATION METHOD AND INFORMATION

21. The Principal shall select the ways by which the Contractor shall contact the Principal for the purposes of the contract:

Notification by phone Tel:

Notification by email

Email:

Notification by SMS Tel:

Notification by letter delivered by postal service Address:

22. The Principal declares that by the provision of the abovementioned e-mail address for contact he/she:

a) agrees to receive and send the information required in relation with the conclusion of insurance contracts from/to the specified e-mail address or to the webpage of the Contractor at: [www.brokerins.bg](http://www.brokerins.bg) – Client Information;

b) agrees to send and receive information, data and statements via the specified email concerning his/her relations with the Contractor during the performance hereof.

b) agrees to receive and be bound by statements sent from and received at the abovementioned e-mail address for the purposes of the business relations with the Contractor.

23. The Principal declares that they have been provided with information about users of insurance services in connection with Art. 325 of the Insurance Code.

24. Subject to the conditions provided for in the effective legislation, Broker Ins Ltd can provide advice regarding the insurance products it distributes, in its capacity of an insurance broker, pursuant to Art. 325a, para. 5 of the Insurance Code – based on a fair and personal analysis.

## **REMUNERATION**

- 25.** The remuneration of the Assignee for performed services is included in the insurance premium. In some cases, in order to cover its administrative costs, the Contractor may collect additional amounts together with the insurance premium.
- 26.** The Contractor may collect an additional remuneration together with the insurance premium with the aim of offering an extended form of insurance brokerage. In this case the Contractor shall provide the Principal with the list of the additional services offered (special discounts) and the terms of their use and shall inform the Principal of the amount of the additional remuneration collected.

## **GENERAL PROVISIONS**

- 27.** The Parties undertake to protect each other's business reputation as well as trade secret that has become known to them in connection with the execution of this contract.
- 28.** This contract is concluded on the basis of the Obligations and Contracts Act, the Insurance Code and the Regulation for Insurance Broker and Insurance Agent.
- 29.** By signing this contract the Principal agrees that Broker Ins OOD and persons and entities related thereto within the meaning of the Commerce Act shall process, use and provide to the Principal all personal data pursuant to Regulation (EU) 2016/679 of the European parliament on the protection of natural persons with regard to the processing of personal data as well as all statutory requirements of the PDPA.
- 30.** The contract was drawn up and signed in two uniform counterparts, one for each party.

**Assignor:** \_\_\_\_\_

**Assignee:** \_\_\_\_\_

\_\_\_\_\_  
**(seal, signature)**

\_\_\_\_\_  
**(seal, signature)**

**Information To Be Provided To Users of Insurance Services**  
**in connection with Art. 325 of the Insurance Code**

Broker Ins Ltd is a company registered in the Commercial Register and the Register of Non-Profit Legal Entities under Unified ID Code (UIC) 121773065, with seat and registered address in the city of Sofia, Triaditsa District, 3 Karnigradska Str.

Broker Ins Ltd is an insurance broker registered in the public register pursuant to Art. 30, para. 1, item 12 of the Financial Supervision Commission Act, by Decision No. 499 – Insurance Broker from 21.07.2006 under Reg. No.11-8. The registration can be verified by check in the Financial Supervision Commission, city of Sofia, 16, Budapest Str., or on the website of the Financial Supervision Commission [www.fsc.bg](http://www.fsc.bg).

Broker Ins Ltd does not hold directly or through related parties more than 10 % of the voting rights or capital of an insurer.

Neither an insurer, nor a majority holder of an insurer holds directly or through related parties more than 10% of the voting rights or capital of Broker Ins Ltd.

Any complaints about the services provided by Broker Ins Ltd or complaints for any other reasons can be submitted to the head office of the company at the following address: Sofia, 3 Karnigradska Str., or by email to [office@brokerins.bg](mailto:office@brokerins.bg). The complaint should state the name, personal ID number, phone and address for feedback of the complainant. Broker Ins Ltd replies to all complaints filed within 15 business days.

Complaints against Broker Ins Ltd and employees thereof can be filed also to the Insurance Supervision Division of the Financial Supervision Commission to the following address: 1000 Sofia, 16 Budapeshta Str., or by email to [delovodstvo@fsc.bg](mailto:delovodstvo@fsc.bg).

In the event of unsettled disputes with Broker Ins, users of insurance services can also contact the Conciliation Commission for considering disputes in the field of insurance and insurance intermediation, including when providing financial services in these sectors remotely, to the following address: city of Sofia, postal code 1000, 1, Vrabcha Str., fl. 3, 4 and 5, tel. 02/9330 565 – Central office of the Consumer Protection Commission (CPC), and can also lodge a complaint by filling in an e-form on the website of the CPC - [www.kzp.bg](http://www.kzp.bg), or personally in the regional offices of the CPC in the country.

Broker Ins Ltd does not carry out insurance intermediation on behalf of an insurer but represents the users of insurance services.

Subject to the conditions provided for in the effective legislation, Broker Ins Ltd can provide advice regarding the insurance products distributed by the company in its capacity of an insurance broker pursuant to Art. 325a, Para. 5 of the Insurance Code – based on a fair and personal analysis.

In exchange for the services provided, Broker Ins Ltd receives remuneration calculated as a percentage of the insurance premium paid on the respective insurance. In some cases with the purpose of covering its administrative expenses, Broker Ins may charge an additional amount as well which shall be paid by the users of insurance services.

**Assignor:** \_\_\_\_\_

\_\_\_\_\_  
**(seal, signature)**

**Assignee:** \_\_\_\_\_

\_\_\_\_\_  
**(seal, signature)**

## **NOTICE OF CONFIDENTIALITY to clients of Broker Ins Ltd, according to European Regulation (EC) 2016/679 on the protection of personal data**

The privacy and security of your personal information is important to us, and thus we would like to call your attention to our updated Privacy Policy, which will inform you about our policies and procedures concerning the personal information we collect, maintain and disclose in connection with policies you obtain from us. This includes the preparation of offers, conclusion, service, the fulfillment of obligations, and the settlement of claims on insurance contracts, as well as processing your requests, complaints, or other inquiries to us.

### **Which personal data do we process?**

As a rule, we process the following data:

- Names: first name, patronymic, and surname;
- National ID number (EGN) or PIN (Personal Identification Number as a foreigner);
- Contacts: e-mail, correspondence address and telephone;
- Address: permanent or current;
- Banking information: name of bank, bank account number and BIC / SWIFT code;
- Information about the owner of the insurance policy: occupation, position, place of work, citizenship, financial information, gender, age, etc.
- Tax and financial information;
- Information about an insurance contract or insurance claim;
- Health data: information about your health status and data related to your physical or mental health, as well as medical documents provided for the purpose of insuring and claiming insurance.

### **Why do we need to process your personal data?**

This information is necessary in order for us in order to carry out our activity as an insurance intermediary, including the preparation of tenders, conclusion, services, performing obligations, and settling claims on insurance contracts.

The company processes your health data in accordance with current legislation for the purposes of preparing a bid or proposal and concluding an insurance contract. We process the health data you provide in order to prove an insurance claim, for the establishment, exercise or defense of legal claims, as well as for marketing communication and direct marketing, based on your consent.

The processing of your personal data related to your requests, complaints, or other inquiries to us is made on the basis of your unambiguous consent when you complete the relevant form, which is in compliance with legal requirements or in the legitimate interest of Broker Ins Ltd in the event of any dispute.

In certain cases we share your data with contractual partners (assistance companies, call centers, trusted doctors, insurers, reinsurers, their counterparts, etc.) on the basis of the legitimate interests of Broker Ins Ltd in fulfilling its obligations as an insurance broker as well as improve the quality of services provided. Based on our legitimate interest related to internal administrative purposes, we may share your data with other related companies.

### **For what purposes do we use your data?**

The personal data you provide will be used for insurance mediation, administration of insurance contracts and, in certain cases, to respond to your request, complaint, or other inquiry for the purposes of:

- Risk Assessment;
- Preparation of an individual offer of insurance;
- Your timely notification of insurance premiums and insurance policies which are subject to renewal;
- Administering payments made under insurance premiums;
- Processing and responding to your requests, complaints, or other inquiries to Broker Ins Ltd;
- Assistance in using medical services;
- Improving the quality of service and raising the level of services provided;

- Processing of claims regarding the occurrence of an insurance event and payment of insurance compensation for the liquidation of damages;
- Protection of the legitimate interest of Broker Ins Ltd in the event of a possible dispute;
- Prevention of insurance fraud;
- Implementation of legal requirements, including avoidance of conflicts of interest, corrupt practices and obligations under the Law on Measures against Money Laundering;
- Marketing communication and direct marketing objectives;
- Statistical data processing

### **Where do we store your data?**

The data we collect from you is stored within the European Economic Area (EEA) but can also be transferred and processed in a non-EEA country. Any case of transfer of your personal data will be made in accordance with applicable laws.

For transfers outside the EEA, Broker Ins Ltd will use the Standard Contract Terms and Privacy Protection for countries for which there is no adequate solution from the European Commission.

### **Who can access your data?**

Your data may be shared with Broker Ins Ltd's subsidiaries.

We will never transfer, sell or exchange your data for marketing purposes to third parties outside of Broker Ins Ltd and subsidiaries of Broker Ins Ltd. Data forwarded to third parties is only used to help provide our services.

### **Profiling**

When preparing your individual insurance proposal as well as the insurance contract, your personal data may be subject to profiling through information processing systems. Depending on the specifics of the particular type of insurance, Broker Ins Ltd can use information systems to calculate the probability of an insurance event occurring. Information systems work on the basis of defined criteria developed by experts.

\* Profiling is any form of automated processing of personal data, including the use of personal data to evaluate certain aspects related to an individual as regards his/her profession, economic status, health, personal preferences, domicile, etc.

### **With whom can we share your personal information?**

Broker Ins Ltd. respects and protects the privacy of your personal data. Subject to legal requirements, it is possible to disclose your personal data to the following persons:

- Service providers (insurers, consultants, assisting companies, call centers, trusted doctors, reinsurers, their counterparts and others). When using services related to the conclusion of the insurance contract and settlement of an insurance claim, as well as technical maintenance of internal information systems and operational support of our activity, Broker Ins Ltd may disclose personal data. Such disclosure only occurs when there is good reason to do so and on the basis of a written agreement to provide recipients an adequate level of protection;
- Subcontractors who provide services both on the territory of the Republic of Bulgaria and abroad, in order for Broker Ins Ltd to fulfill its obligations under certain insurances;
- State and municipal authorities – in fulfillment of their legal obligations, Broker Ins Ltd. may be obliged to disclose personal data at the express direction of state or municipal authorities;
- Subsidiaries of Broker Ins Ltd – Disclosure of personal data in this case is carried out in compliance with applicable Bulgarian and European legislation;

### **How long do we store your personal data?**

Broker Ins Ltd. keeps the individual documents it administers in order to fulfill obligations under insurance contracts and claims, as well as for the implementation of legal obligations.

For more detailed information on the terms of storage of all documents Broker Ins Ltd processes, you can contact Broker Ins Ltd administration and request a copy of the rules.

### **What are your rights with respect to your personal data?**

Subject to Bulgarian law, you have the following rights to your personal data processed by Broker Ins Ltd:

To access your personal data which Broker Ins Ltd. has processed, and request a copy;

To have your personal data corrected in case of incompleteness or inaccuracies in the data that Broker Ins Ltd. processes;

To request that your data be deleted when appropriate, such as cases where you withdrew consent when consent was required and there is no legal basis for processing, or those where your data was processed illegally, etc.

To require that the processing of your personal data is limited when specified by law;

To oppose the processing of your personal data in cases where your data has been processed on the basis of a legitimate interest (listed above in this Notice);

To exercise your right to data portability and ask for your data to be provided in a structured, widely used and machine-readable format;

To withdraw your consent when the processing of your personal data is based on consent.

Detailed information about the terms and conditions under which you can exercise your rights can be found at any of the offices of Broker Ins OOD in Bulgaria.

You have the right to file a complaint with the Personal Data Protection Commission when the relevant prerequisites are in place.

**Privacy Officers:**

We have appointed personal data protection officers to ensure that your personal data will always be processed in an open, fair, and legitimate manner. You can contact our Privacy Officer at [gdpr@brokerins.bg](mailto:gdpr@brokerins.bg).

Your right to lodge a complaint with a supervisor:

If you believe that Broker Ins Ltd. has processed your personal data in an unacceptable way, you are welcome to contact us. You also have the right to appeal to a supervisor.

**How to contact us:**

You can contact Broker Ins Ltd at the following address:

Bulgaria, Sofia 1000,

3, Karnigradska Street,

e-mail: [office@brokerins.bg](mailto:office@brokerins.bg);

tel .: 02 4224244

Assignor: \_\_\_\_\_

\_\_\_\_\_  
(seal, signature)

Assignee: \_\_\_\_\_

\_\_\_\_\_  
(seal, signature)