RMC RISK-MANAGEMENT-CONSULTING, s.r.o.

PRE-CONTRACTUAL INFORMATION FOR THE CLIENT OR POTENTIAL CLIENT before exercising the activity of insurance mediation

This document contains the information that the insurance intermediary is obliged to disclose to the potential client and the client within the meaning of Sections 32 and 33 of Act No. 186/2009 Coll. on Financial Intermediation and Financial Advisory Services (hereinafter referred to as the "FI&FAS Act") and in accordance with the obligations under the General Data Protection Regulation and Act No. 18/2018 Coll. on the Protection of Personal Data and amending and supplementing certain Acts.

1. Identification of Insurance Intermediary

Business name:	RISK-MANAGEMENT-CONSULTING, s.r.o.
Legal form:	Limited liability company
Registered address:	Nad Závěrkou 9/2396, Prague 6, Postcode: 16900, Czech Republic
Postal address in Slovakia:	Mickiewiczova 14, Bratislava 1, Postcode: 811 07, Slovakia
Company No.:	256 52 818
Registration at Commercial Register:	Registered on 13.03.1998 in Commercial Register kept at the Municipal Court in Prague, Section C, File No. 58303
Registration at Czech Supervisory Authority	registered on 01.02.2019 as an independent intermediary under Act 170/2018 Coll. on the distribution of insurance and reinsurance in the Register of Independent intermediaries under the Act on the distribution of insurance and reinsurance, which is maintained by the CNB (Czech National Bank) supervising the financial market. Information about the Insurance Intermediary can be verified on the CNB website: https://www.cnb.cz/cnb/jerrs
Registration at Slovak Supervisory Authority	registered on 20.09.2006 under number 28064 as a financial intermediary from another member state in accordance with § 11 of act no 186/2009 Coll. on financial intermediation and financial advising in the Register of Financial Agents and Financial Advisers, insurance or reinsurance sub-register maintained by the NBS (National Bank of Slovakia) supervising the financial market. The data on the Insurance Intermediary can be verified on the NBS website: https://regfap.nbs.sk/search.php
Authorized representative, function:	Ing. Michaela Zimčíková, director
Telephone:	+420 577 664 233
E-mail:	info@rmcbroker.cz

(Hereinafter referred to as the "**Insurance Intermediary**"),

2. Client Identification and Verification

The insurance intermediary is obliged to identify the client for the purpose of carrying out financial intermediation in accordance with Section 31 of Act No. 186/2009 Coll. Financial Intermediation and Financial Advisory Services, in accordance with § 78 of Act No. 39/2015 Coll. on Insurance and in accordance with § 8, paragraph 2 of Act No. 297/2008 Coll. on the Protection against the Legalization of the Proceeds from Crime and the Protection against the Financing of Terrorism.

Identification of a natural person shall be understood as the ascertainment of personal data in the scope of name, surname, permanent residence, temporary residence, if any, birth number, if assigned, date of birth, nationality, type and number of identity document.

Identification of a natural person who is authorised to act on behalf of a legal person (client - policyholder) means finding out the first name, surname, birth number or date of birth if the birth number has not been assigned, address of permanent residence or other residence, nationality, finding out the type and number of the identity document, date of issue and validity of the identity document, e-mail address of the contact person and telephone number of the contact person, the function of the statutory body.

Identification of a natural person who is an entrepreneur shall be understood as the identification of the first name, surname, address of the place of business, nationality, the subject of business and the identification of the official register or other official registration in which the entrepreneur is registered and the number of the registration in that register or registration.

Identification of a legal person shall be understood as the ascertainment of identification data within the scope of the name, the identification number of the organisation, if assigned, the address of the registered office, the business or other activity, the address of the location of the business or organisational units and other address of the place of its activity, as well as the list of persons constituting the statutory body of that legal person and the data on them within the scope of the first point, the designation of the official register or other official registration in which that legal person is entered and the number of the entry in that register or registration.

For the purposes of this Act, the identification of the end-user of the benefits shall be understood to mean the ascertainment of the first name, surname, birth number or date of birth, if no birth number has been assigned, address of permanent residence or other domicile and nationality.

For the purpose of carrying out financial intermediation, for the purpose of identifying the client or the client's representative, for the purpose of verifying that identification, for the purpose of protecting and enforcing the rights of the Insurance Intermediary against the clients, for the purpose of documenting the activity, for the purpose of carrying out supervision, for the purpose of exchanging information relating to the financial services

intermediated between the Insurance Intermediary and its subordinate Insurance Intermediary or tied financial agent and the financial institution, for which it carries out intermediary activities and for the performance of the tasks and obligations of the Insurance Intermediary and pursuant to the FI&FAS Act or special regulations, the Insurance Intermediary is also entitled, without the consent of the data subject, to obtain, record, store, use and otherwise process personal data and other data and to obtain personal data of the client or the client's representative by copying, scanning or otherwise recording identity documents to the extent necessary to achieve the purpose of the processing.
The insurance intermediary is entitled to require the client or the client's representative, even repeatedly, to provide:

- contact telephone number, fax number and e-mail address, if any,
- documents and data proving the authorisation to represent, if the client is an agent, and the fulfilment of other requirements and conditions laid down by the FI&FAS Act or by specific regulations applicable to the performance of financial intermediation or agreed with the Insurance Intermediary.

3. Information on the insurance intermediary's property links with the insurance company

An insurance intermediary carries out insurance intermediation based on a contract with several insurance companies. These contracts are non-exclusive. The trade names of the insurance companies with which **the Insurance Intermediary** cooperates are listed in the table below:

Names of cooperating insurance companies
Allianz - Slovenská poisťovňa, a.s.
Atradius Crédito y Caución S.A. de Seguros y Reaseguros, pobočka poisťovne z iného členského štátu
ČSOB poisťovňa, a.s.
Colonnade Insurance S.A., pobočka poisťovne z iného členského štátu
Generali Poisťovňa, pobočka poisťovne z iného členského štátu
HDI Versicherung AG, pobočka poisť. z iného člen. štátu
KOOPERATIVA poisťovňa, a.s. Vienna Insurance Group
MSIG Insurance Europe AG, pobočka poisťovne z iného členského štátu (Slovensko)
PREMIUM Insurance Company Limited, pobočka poisťovne z iného členského štátu
Union poisťovňa, a.s.
UNIQA pojišťovna, a.s., pobočka poisťovne z iného členského štátu

The Insurance Intermediary does not have a qualifying holding in the share capital or voting rights of any insurance company. At the same time, the insurance company or the person controlling the insurance company does not have a qualifying holding in the capital or voting rights of the **Insurance Intermediary**.

Qualified participation means a direct holding or an indirect holding which represents at least 10 % of the legal person's share capital or of the voting rights in the legal person, calculated in accordance with a special regulation, or a holding which makes it possible to exercise a significant influence in the management of that legal person.

4. Definition of a client as defined in Section 5 of the FI&FAS Act

A *potential* client is a person to whom an offer or invitation has been made for the purpose of providing insurance mediation.
A *non-professional* client is a natural person to whom insurance mediation is provided for personal use or for the use of members of his household. A non-professional client shall be presumed to require enhanced professional care and analysis of his/her needs.
A *professional* client is any client who is not a non-professional client. A professional client is entitled to request to be treated as a non-professional client. Such treatment shall be given based on a written declaration. A professional client shall be presumed to have sufficient experience and knowledge to be able to assess for himself the nature, purpose and risks of the product in which he is interested.

5. Definition of Insurance Contract within the meaning of Section 788 of the Civil Code

By the **insurance contract**, the insurer undertakes to provide the agreed extent of benefit if an accidental event occurs, as specified in the contract, and the natural or legal person who has concluded the insurance contract with the insurer is obliged to pay the insurance premium.

The **insurance contract** shall contain in particular:
a) the amount of the sum insured and, in the case of insurance of persons, the amount of the guaranteed sum insured,
b) the amount of the premium, its maturity and whether it is a single premium or a regular premium,
c) the period of insurance,
d) whether it is agreed that, in the case of personal insurance, the beneficiary will share in the insurer's profits and in what way,
e) the rights and obligations of the insurer, the insured and the person who concludes the insurance contract with the insurer

As a rule, the insurance contract shall also contain information on the scope of insurance, the risks not covered by the insurance (exclusions from insurance), the beginning of insurance and the end of insurance, any conditions for changing the insurance and termination of insurance, the rules for payment of premiums, the method for determining the amount of the insurance benefit, the client's deductible, the procedure for settling an insurance claim, the sum insured and the definition of terms used in the insurance contract.
Each insurance contract also defines the rights and obligations of the client and the rights and obligations of the insurer. The client is obliged to comply with the obligations set out in the

insurance contract. An integral part of the insurance contract are the general terms and conditions of the insurance company, which are referred to in the insurance contract and which are attached to it or have been communicated to the client prior to conclusion. The insurance contract may also contain special insurance conditions, contractual arrangements, special arrangements and various mandatory annexes.

6. Legal consequences of concluding an insurance contract pursuant to Section 33, paragraph 3, letter a) of the FI&FAS Act

The legal consequence of the conclusion of an insurance contract between the client and the insurance company is the creation of the following mutual rights and obligations:

a) By concluding an insurance contract, the insurance company undertakes to provide the agreed scope of benefits if an accidental event specified in the contract occurs, which is connected with the occurrence of the insurance company's obligation to pay (insurance event).
b) By concluding the insurance contract, the client undertakes to pay the insurance premiums for the agreed insurance periods (regular premiums) or for the entire period for which the insurance was agreed (single premium). Unless otherwise agreed, the regular premium is payable on the first day of the insurance period and the single premium on the date of commencement of the insurance.
c) The client is obliged to observe the obligations that have been agreed in the insurance contract or that arise from generally binding legislation, where the breach of these obligations may, in specified cases, lead to a reduction of the benefit under the insurance contract or to the termination of the insurance contract.

In particular, the following may be insured:

a) under property insurance, property in the event of damage, destruction, loss, theft or other damage to it,
b) under insurance of persons, a natural person in the event of bodily injury, death, reaching a certain age or other insured event,
c) under liability insurance, liability for damage to life and limb or to property or liability for other damage to property.

The scope of each insurance policy is individual and depends on the choice of the specific insurance product.

Incorrect or incomplete information provided by the client when concluding the insurance contract, as well as non-compliance with the terms and conditions of insurance specified in the insurance contract and the client's obligations under the insurance contract, may result in a reduction of the insurance indemnity in the event of an insured event or in the insurance company not providing the insurance indemnity.

The insurance contract may be terminated unilaterally by the client, in particular by termination of this insurance contract. The exact conditions of termination of the insurance contract by the client, as well as the legal consequences related thereto, are usually stipulated in the general terms and conditions of the insurance contract. The general terms and conditions of insurance shall also regulate other methods of termination of the insurance contract. An insurance contract is a non-repeatable and unique legal relationship where the specific rights and obligations of the client and the insurer always depend on the specific arrangements of the insurance contract.

7. The obligation of the Insurance Intermediary to identify and record the client's requirements and needs, his experience and knowledge pursuant to Section 35 of the FI&FAS Act

Pursuant to Section 35 of the Financial Intermediation Act, the Insurance Intermediary is obliged to ascertain and record the client's requirements and needs, his experience and knowledge regarding the relevant financial service provided by the insurance company and his financial situation, taking into account the nature of the financial service that is the subject of insurance intermediation. At the request of the Insurance Intermediary, the client or potential client is obliged to confirm in writing or on another durable medium the fulfilment of this obligation.

If it is a professional client, the Insurance Intermediary is entitled to assume that this client has the necessary level of experience and knowledge that allows him to understand the risks related to the relevant financial service provided by the insurance company and is able to manage these risks financially.

The Insurance Intermediary is obliged to provide the client with professional assistance, information and recommendations that are appropriate for him with regard to the information ascertained.

If the Insurance Intermediary does not ascertain the information specified above, it may not offer the client to conclude an insurance contract; This does not apply if the client demonstrably refuses to provide information in writing or on another durable medium and insists on concluding an insurance contract.

If the Insurance Intermediary assesses, based on the information obtained, that the financial service provided by the insurance company is suitable for the client, it shall submit to the client a statement of suitability in writing or on another durable medium. If the Insurance Intermediary assesses, based on the information obtained, that the financial service is not suitable for the client, it shall notify the client of this fact in writing or on another durable medium.

8. System of Protection against Failure of Financial Institution

The system of protection against failure of a financial institution is secured at several levels. First of all, the system of supervision of the financial market by the National Bank of Slovakia is important, which can to a certain extent prevent the possible failure of a financial institution.

In the insurance sector, the system of protection is ensured by the establishment of technical provisions by the insurance company and a reinsurance system ('insurance of the insurance company'). In investment life insurance, protection is also provided by an asset management system with a depositary function.

9. Complaints handling procedure

The client may raise a claim on the performance of the **Insurance Intermediary** in the following ways:

a) in writing by post or courier service to the address of the company
b) by phone to the telephone number: +420 577 664 233
c) to the e-mail address of the company: zimcikova@rmcbroker.cz
d) in the case of client dissatisfaction with the handling of his/her claim, he/she may file a complaint to the Czech National Banka on the address: Česká národná banka, podateľňa ČNB, Senovážná 3, 115 03, Praha 1, Czech Republic and to the National Bank of Slovakia on the address: Národná Banka Slovenska, podateľňa ústredia NBS v Bratislave, Imricha Karvaša 1, 813 25 Bratislava 1, Slovakia.

In the case of a natural person, the complaint must contain the name and surname of the client and a valid address to which the result of the investigation of the complaint will be sent; in the case of a legal person, the complaint must contain the business name of the company, the address of its registered office and the details of the contact person. In his/her complaint, the client shall state the date on which the complaint was lodged, specify the service complained about, describe the reasons for the complaint and provide supporting documents (in accordance with the applicable Directive).

In the absence of specific legislation on out-of-court settlement of disputes arising from financial advice in the Slovak Republic, the client (the entitled person) has the possibility to settle the dispute arising from the mediation of a financial service out of court.The specific regulation governing the out-of-court settlement of disputes arising from insurance mediation is Act No 420/2004 Coll. 244/2002 Coll. on arbitration, as amended. This is without prejudice to the constitutional right of the entitled person to seek protection of his/her rights and legally protected interests in a general court pursuant to Act No. 99/1963 Coll., the Code of Civil Procedure.

10. Remuneration for Intermediation of Insurance

On the basis of this document, the client is clearly and understandably informed of the fact that the **Insurance Intermediary** carries out insurance intermediation for a fee from the insurance company.
The Insurance Intermediary shall not accept any monetary or non-monetary consideration from a retail client in connection with the performance of financial intermediation.
In connection with the performance of financial intermediation, the **Insurance Intermediary** shall not provide any financial benefit or advantage of a tangible or intangible nature to a client or potential client. The provision of small promotional items shall not be deemed to be such benefits.
The Client is hereby informed of his right to request information from the **Insurance Intermediary** on the amount of his monetary compensation due to him from the insurance company for the performance of the insurance mediation.

11. Protection of Personal Data and Declaration of Client

The Client has voluntarily provided his/her personal data to the **Insurance Intermediary** for the period determined by the duration of the contractual relationship and for the period necessary for the exercise of the rights and obligations provided for by the Act. The **Insurance Intermediary** is entitled to process your personal data to the extent and under the conditions provided for by law, in particular the FI&FAS Act and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "GDPR"), Act No. 18/2018 Coll. on the protection of personal data and other relevant legislation.

When processing your personal data, we comply with the applicable legislation and ensure its protection by appropriate technical and organisational security measures. Here you can find out how we process your personal data and how we achieve its security.

- **Who are we?**
  Your personal data is processed by our company RISK-MANAGEMENT-CONSULTING, s.r.o. with registered office at Nad Závěrkou 9/2396, 16 900 Praha 6, registered at the Municipal Court in Prague on 13.03.1998, Section: C, File No. 58303, Company ID: 256 52 818, email: info@rmcbroker.cz , tel. No.: +420 577 664 233 (hereinafter referred to as "controller"). We are an insurance intermediary in the Czech Republic and Slovakia. We intermediate for clients the insurance products (especially non-life insurance), provided by with us cooperating insurance companies.

- **What personal data do we process?**
  We only process the personal data we absolutely need to insurance intermediation and provide quality services. The scope of personal data is determined by special legal regulations. We mainly handle personal information such as name, surname, date of birth, birth number, telephone number, email address, economic data, data related to the use of the website and, if necessary, photocopies of your documents.

- **For what purpose do we process your personal information?**
  We process your personal data for a variety of purposes, in particular to provide you with the required insurance product or service. We process your personal data for purpose

  a) identifying and verifying the identification of clients and their representatives,
  b) insurance intermediation,
  c) the conclusion and performance of contracts, including pre-contractual relationships,
  d) insurance contract agenda management
  e) the fulfilment of statutory obligations related to the mediation of insurance, especially fulfilment of the obligations arising from Act No. 189/2009 Coll. on Financial Intermediation and Financial Advice and on Act No. 297/2008 Coll. on the protection against the legalization of proceeds from crime and on the protection of the financing of terrorism,
  f) fulfilment of the obligations arising from Act no. 431/2002 Coll. accounting and other legislation relating to bookkeeping,
  g) performing archiving duties,

h) the implementation of marketing activities.

We also process personal data of our clients, customers and business partners in order to secure our business.

We process your personal information if this obligation results from a specific legal regulation if it is necessary for the performance of the contract, to achieve our legitimate interest or if you give us your consent.

- **How can you provide us with your personal information?**
  In order to identify and verify the identification, we need you to personally provide us with a proof of identity or provide a photocopy of it. You can present us with a proof of identity at a personal meeting, mail it to the company's headquarters, or send it by e-mail as an encrypted email.

- **How can you give us consent?**
  Under certain circumstances, we may address you with a legitimate interest in offering insurance products and services without your consent on a legal basis. In other cases, we need your consent. You can give us permission to send us your emails by ticking the appropriate boxes on the submitted documents. You can withdraw your consent at any time by sending a notification to gdpr@rmcbroker.cz

- **Do we provide your data?**
  We provide your personal data to the selected insurance company and, in the event of a review, to the Czech National Bank and the National Bank of Slovakia, in case of any other authorized entity. Since some services are provided to us by external entities, we also provide your personal information to you, on the basis of a contract concluded in accordance with the GDPR and the Privacy Act. These entities include, for example, an external accountancy firm, subordinate financial agents and IT intermediaries.

- **How long do we keep your personal information?**
  We retain your personal information only for the necessary time that results from a specific law or the very purpose of processing personal data. We keep the personal data processed in connection with insurance mediation and accounting documents for 10 years. Personal data processed in connection with the conclusion and performance of the contracts are kept for 5 years after their termination.

- **Where do we transfer your personal information?**
  We do not transfer your personal data to any third country.

- **How to contact the responsible person?**
  If you have questions or suggestions regarding privacy, contact our responsible person:

  Name and Surname: Ing. Michaela Zimčíková
  E-mail: gdpr@rmcbroker.cz
  Phone: +420 577 664 233

- **Are not you satisfied?**
  If you are not satisfied with how we process your personal information, you can let us know by email gdpr@rmcbroker.cz . You also have the option of filing a complaint to the Privacy Office if you believe that we process your personal data unlawfully.

- **How do we process your personal information?**
  We process your personal data in electronic and paper form. We do not use any means of automatic decision making. We process your personal data in programs and cloud solutions that provide reasonable assurance of their security.

- **How do we secure the protection of your personal data?**
  The security of your personal data is of primary importance to us. To ensure the protection of your personal information, we have taken the necessary technical and organizational measures. We have a strong password policy. PCs are secured by antivirus software. Access to the Internet can only be obtained through the company's IT infrastructure. The personal data contained in the email communication is encrypted. Personal data stored on the controller's server is encrypted. The server is secured with a strong administrator password. Persons who process personal data are regularly trained on the processing of personal data.
  The security of the provision of your data to individual insurance companies is ensured by the selected insurance company.

- **What are your rights?**

  a) **The right of access to the personal data**
  You have the right to know if we process your personal information. If we process these, you can ask us to access the data. Based on your request, we will issue a confirmation about processing your personal data. Also we will provide with a copy of your personal data undergoing processing.

  b) **The right of rectification of personal data**
  You have the right to ensure that your personal data we process is correct, complete and up to date. If your personal information is incorrect or out of date, you may ask us for a correction or addition.

  c) **The right of erasure of personal data ('right to be forgotten')**
  Under certain circumstances, you have the right to delete your personal information. You can request deletion of your data at any time. We will delete your personal information if
  - We no longer need your personal information for the purpose you provided us with;
  - You withdraw your consent;
  - Proceed with the processing of your personal data;
  - processing your personal data unlawfully;
  - personal information must be erased in order to comply with the statutory duty;

- if you are a child, the parent of a child who has consented to the processing of personal data over the Internet;

d) The right to restriction of processing of personal data

You may ask us to restrict the processing of your personal data. If we accept your request, we will only keep your personal information and work with you. The processing of your data will be limited if

- let us know that your personal information is incorrect, until we have verified that it is correct;
- we process your personal data unlawfully, but you do not agree to delete them, and in this case we ask that we only limit the processing of your personal data;
- We no longer need your data, but you need them to prove, enforce or defend your rights;
- Proceed with the processing of your personal information until we have verified that our legitimate interests prevail over your reasons.

e) The right to data portability

You have the right to request that we provide you with your personal information in electronic form (eg an XML or CSV file) that allows you to easily transfer your data to another company. You may also ask us to transfer your personal data to the selected company directly to us. We will grant your request if you have provided us with personal information and you have given us permission to process it.

f) The right to object

- You have the right to object that we process your personal data. If your personal data is processed for direct marketing purposes, you may object to processing at any time. Based on the objection, we will delete your personal information. If we process your personal information in the following cases:
- to carry out a task in the public interest or in the exercise of public authority,
- due to our legitimate interest,
- creating a profile,
- you may object to processing if you have personal reasons.

How can you exercise these rights?

You can contact us with one of the following ways:

- send email at gdpr@rmcbroker.cz
- sending the application to the controller's registered seat.

We will deal with all of your requests and we will inform you of the outcome of your application in the same way as your request.

Final provisions

This Privacy Policy enters into force on May 25, 2018.

We reserve the right to change these policies if there is a change in the processing of personal data in our company.

12. Special provisions

By concluding the contract, the draft insurance contract or, in the case of concluding an insurance contract at a distance (so-called online insurance), by paying the first premium, the client confirms that he accepts the terms and conditions of the selected insurance product (e.g. Motor Third-Party Liability Insurance, Comprehensive car insurance, Travel Insurance, Property Insurance and Liability Insurance) and that he understands all the terms and conditions of the insurance relationship and the contractual obligations, in particular, but not exclusively:

a) the sums insured and the limits of indemnity for individual items of insurance (e.g. for property, household, individual items and belongings in household insurance),
b) the scope of the insurance and the cover (against which risks the different items of insurance are covered by the insurance contract),
c) what objects and risks are not covered by the insurance and what are the exclusions from the insurance benefit,
d) what security conditions must be met by the insured object in the event of theft, robbery or vandalism,
e) other conditions, e.g. the amount and maturity of the premium, how to deal with an insured event