

AGREEMENT ON INTERNATIONAL HEALTH INSURANCE FOR EMPLOYEES ABROAD

between Party entitled to be insured:

Company				
Address				
Contact person			Position	
Phone		Fax	E-mail	

and Policyholder:

BDAE Expat GmbH
Kühnehöfe 3
22761 Hamburg

the following shall be agreed:

Preamble

The beneficiary named party entitled to insurance employs employees for whom their country of employment and their usual place of residence are not identical, so-called expatriates, or „expats“ for short. The beneficiary named above would like to offer these employees - and, if applicable, their family members - health insurance coverage.

For decades, the BDAE has specialized in the coverage of health risks for expats and has established group insurance policies for this purpose. The conclusion of the contract between the above-named Party entitled to insurance and the BDAE makes it possible to register their employees (and family members) for such group insurance.

1. Insurance coverage/Scope/Special conditions

- 1.1 The scope of the group insurance contract results from Terms and Conditions of the EXPAT BUSINESS/EXPAT BUSINESS PREMIUM. By signing, the Party entitled to insurance confirms that he/she has taken note of these conditions.
- 1.2 Pre-existing conditions are also insured if the insured employee(s) leave the country of residence or the home country at the instigation of the person entitled to insurance within the scope of the personnel assignment. For all other persons to be insured, the usual exclusion for pre-existing conditions shall apply in accordance with the Terms and Conditions Part I, Art. 6 para. 2a. For all insured persons, the particularly serious pre-existing conditions are excluded in any case in accordance with the Product-specific Insurance Terms and Conditions Part II, clause C12.

2. Registration and de-registration/Start and end of insurance coverage/Sanctions

- 2.1 The party entitled to insurance shall register the employees (and, if applicable, their family members) with the BDAE for insurance coverage by means of a list procedure. The list is handed over to BDAE by the Party entitled to insurance for the first time when the contract is concluded and is checked at least once a year. Registrations and de-registrations during the year must be reported to BDAE on a monthly basis.
- 2.2 Registrations can be made a maximum of three months in advance. Retroactive registrations are not possible. The earliest possible start date is the date on which the notification is received by the BDAE. Cancellations are made in accordance with the Product-specific Insurance Terms and Conditions Part II, clause C10.
- 2.3 Insurance coverage begins as soon as the requirements of the Terms and Conditions Part I, Art. 4, para. 1 are met, at the earliest when the person to be insured is enrolled in the group insurance contract by the BDAE.
- 2.4 The insurance coverage ends with the de-registration from the group insurance contract according to the Terms and Conditions Part I, Art. 4 para. 5.
- 2.5 The information provided when registering for health insurance will be used by BDAE in the event of a claim to communicate with employees (e-mail address) and to identify them, in addition to the insurance number (first and last

name, date of birth). The party entitled to insurance will communicate these circumstances of contact to the employees so that they can decide which e-mail address BDAE should receive and ensure that the data is correct. Account data will only be requested by employees when a claim for benefits is made, see section 3.1 below.

2.6 If sanctions are imposed on the party entitled to insurance or on insured employees, this may result in restrictions or even the loss of insurance coverage (see Terms and Conditions Part I, Art. 2 para. 6 and Art. 6 para. 5).

3. Claims/Communication/Data Protection

3.1 In the event of a possible claim (medical treatment subject to a charge), the employee concerned usually contacts the BDAE directly. For this purpose, the BDAE provides a payment form in which all essential data for determining the entitlement to benefits and the payment of benefits are requested.

3.2 This direct communication channel avoids data protection issues in the relationship between the party entitled to insurance and their employees. Reference is made to Article 9 of the GDPR. If the Party entitled to insurance wishes to be involved in the communication in the event of a claim, he/she will provide a corresponding release by the employee concerned and attach it to the registration list.

3.3 For the processing of a benefit case, the employee concerned must grant the BDAE corresponding data protection releases (declaration of consent in accordance with GDPR and release from secrecy).

3.4 The BDAE will pay all benefits by bank transfer, usually to an account specified by the employee in euros. If the beneficiary wishes to be invoiced via him/herself, a corresponding release must be provided to the BDAE, cf. section 3.2.

3.5 Employees' claims for benefits may not be offset.

4. Obligation to pay premiums/Consequences/Follow-up contract

4.1 Premiums are paid in advance until the end of each insurance year. Payment methods during the year can be agreed, taking into account installment surcharges (semi-annual + 2%). The party entitled to insurance is liable to pay the premium to the policyholder and the policyholder is liable to pay the premium to the insurer. The policyholder pays the insurance premiums to the insurer.

4.2 The party entitled to insurance is obliged to pay the premiums invoiced by the BDAE within 30 days. The person entitled to insurance may not offset any claims for benefits of the beneficiary employees.

4.3 If payment has not been made after 30 days, the BDAE will send a reminder with a payment deadline of 14 days.

4.4 If the second payment deadline also expires, BDAE will not register the employees with the insurer or de-register them from the group insurance contract. In these cases, there is no insurance coverage via EXPAT BUSINESS or EXPAT BUSINESS PREMIUM.

4.5 The person entitled to insurance remains obliged to pay the contributions.

5. Information obligations from the party entitled to insurance/Data Protection

5.1 The party entitled to insurance undertakes to inform the employees benefiting from the insurance coverage of the following:

- about the General and Product-specific Insurance Terms and Conditions
- on restrictions such as duration of benefits, exclusion of severe pre-existing conditions
- about the specifics of group insurance
- about the necessity of the employees' consent to the BDAE under data protection law
- on the consequences of non-payment of premiums

Place, date

Signature / Stamp
(Party Entitled to be Insured)

Hamburg,

Place, date

Signature / Stamp
(Policyholder: BDAE Expat GmbH)

APPLICATION FOR ADMISSION TO THE HEALTH INSURANCE

Party Entitled to be Insured

Company	
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The following employees are asked to be insured according to the insurance arrangements:

General information						Scope of benefits		
No.	Surname, First name(s)				Planned country of stay	The employee has been sent abroad?*	<input type="checkbox"/> yes <input type="checkbox"/> no	
						Desired commencement date for the insurance (dd/mm/yyyy)	Inclusive USA/Canada? **	<input type="checkbox"/> yes <input type="checkbox"/> no
	Nationality	Date of birth (dd/mm/yyyy)				Start of the stay abroad (dd/mm/yyyy)	Product selected	<input type="checkbox"/> EXPAT BUSINESS <input type="checkbox"/> EXPAT BUSINESS PREMIUM
	Sex	<input type="checkbox"/> m <input type="checkbox"/> f	E-mail				Is there another current health insurance? (Insurer, Insurance-no)	
No.	Surname, First name(s)				Planned country of stay	The employee has been sent abroad?*	<input type="checkbox"/> yes <input type="checkbox"/> no	
			Desired commencement date for the insurance (dd/mm/yyyy)	Inclusive USA/Canada? **	<input type="checkbox"/> yes <input type="checkbox"/> no			
	Nationality	Date of birth (dd/mm/yyyy)				Start of the stay abroad (dd/mm/yyyy)	Product selected	<input type="checkbox"/> EXPAT BUSINESS <input type="checkbox"/> EXPAT BUSINESS PREMIUM
	Sex	<input type="checkbox"/> m <input type="checkbox"/> f	E-mail				Is there another current health insurance? (Insurer, Insurance-no)	
No.	Surname, First name(s)				Planned country of stay	The employee has been sent abroad?*	<input type="checkbox"/> yes <input type="checkbox"/> no	
			Desired commencement date for the insurance (dd/mm/yyyy)	Inclusive USA/Canada? **	<input type="checkbox"/> yes <input type="checkbox"/> no			
	Nationality	Date of birth (dd/mm/yyyy)				Start of the stay abroad (dd/mm/yyyy)	Product selected	<input type="checkbox"/> EXPAT BUSINESS <input type="checkbox"/> EXPAT BUSINESS PREMIUM
	Sex	<input type="checkbox"/> m <input type="checkbox"/> f	E-mail				Is there another current health insurance? (Insurer, Insurance-no)	
No.	Surname, First name(s)				Planned country of stay	The employee has been sent abroad?*	<input type="checkbox"/> yes <input type="checkbox"/> no	
			Desired commencement date for the insurance (dd/mm/yyyy)	Inclusive USA/Canada? **	<input type="checkbox"/> yes <input type="checkbox"/> no			
	Nationality	Date of birth (dd/mm/yyyy)				Start of the stay abroad (dd/mm/yyyy)	Product selected	<input type="checkbox"/> EXPAT BUSINESS <input type="checkbox"/> EXPAT BUSINESS PREMIUM
	Sex	<input type="checkbox"/> m <input type="checkbox"/> f	E-mail				Is there another current health insurance? (Insurer, Insurance-no)	

* Upon request of the employer, the employee will change his or her country/cultural area within the framework of an assignment.
 ** With inclusion of „USA/Canada“ the insurance coverage for these countries extends from the usual 42 days to 365 days a year.

Family members to be co-insured in the EXPAT BUSINESS Series

No.	Surname, First name(s)	Nationality	Sex	Date of birth (dd/mm/yyyy)	Desired commencement date for the insurance (dd/mm/yyyy)	Is there another current health insurance? If so, please indicate as follows: Insurer, Insurance-no.
			<input type="checkbox"/> m <input type="checkbox"/> f			
			<input type="checkbox"/> m <input type="checkbox"/> f			
			<input type="checkbox"/> m <input type="checkbox"/> f			
			<input type="checkbox"/> m <input type="checkbox"/> f			

⬆ Please enter the consecutive number of the insured employee here.

Place, date

Signature / Stamp (Party Entitled to be Insured)

DE-REGISTRATION FROM THE HEALTH INSURANCE

Party Entitled to be Insured

Company	
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Surname, First name(s)	Insurance number (P...)	Last month to be covered (mm/yyyy)

Place, date

Signature / Stamp (Party Entitled to be Insured)



RIGHT OF REVOCATION

1. Right of Revocation

You may revoke your contract declaration in text format within a term of 14 days without being obliged to indicate the reasons therefore (e.g. by letter, fax message, e-mail). Said term shall commence upon your receipt in text format of the confirmation of cover, the contractual provisions inclusive of the General and Special Insurance Terms and Conditions, the other information according to Section 7 paragraphs 1 and 2 of the German Insurance Contract Act (VVG) in conjunction with Sections 1 through 4 of the VVG-Decree on Information Duties and this information on your right of revocation.

For observing the revocation period, the revocation must have been dispatched in due time. The revocation shall be addressed to:

BDAE Expat GmbH, Kühnehöfe 3, 22761 Hamburg, Fax: +49-40-30 68 74-90, E-mail: info@bdae.com

2. Consequences of a Revocation

In the event of an effective revocation, insurance coverage shall cease to exist and all amounts paid by you within the framework of the contractual relationship shall be reimbursed to their full extent. The reimbursement of refundable amounts shall take place immediately and in no case later than 30 days after receipt of the revocation. If insurance coverage does not commence prior to the expiry of the revocation period, an effective revocation shall result in the obligation to refund any payments and surrender any benefits (e.g. interest) received.

3. Attention

The right of revocation shall lapse upon your explicit request if the contract has been completely fulfilled both by you and by us prior to your exercise of the right of revocation.

End of Instructions on the Right of Revocation

PRIVACY INFORMATION

concerning the processing of personal data and your rights under the data protection law

Data controller

BDAE Expat GmbH
Kühnehöfe 3
22761 Hamburg
E-mail: info@bdae.com
Phone: +49-40-30 68 74-0

Data protection officer

Data protection officer of the BDAE Group
Kühnehöfe 3
22761 Hamburg
E-mail: datenschutz@bdae.com
Phone: +49-40-30 68 74-18

Purposes and legal bases for data processing

We process your personal data in compliance with the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG), the privacy regulations of the German Insurance Contract Act (VVG) and all other applicable statutory provisions.

If an application is submitted for conclusion of an overseas health insurance within the framework of the EXPAT BUSINESS or EXPAT BUSINESS PREMIUM product either by e-mail or via the BDAE web upload portal or by mail, we are in need of the information rendered by you in this context for being able to conclude the insurance contract. If the insurance contract comes into being, we process your data for the purpose of the implementation of the contractual relationship, e.g. for general customer and contract administration purposes, in order to get into contact with you or for issuing our invoices. In case of claims, we need the data for making assessments and settlements.

The legal basis for processing the data for precontractual and contractual purposes is Art. 6 (1) b) GDPR. If you are asked to provide medical data for processing them in the context of the insurance product, your statement of consent obtained for this purpose within the framework of the application according to Art. 9 (2) a) in conjunction with Art. 7 GDPR serves as legal basis for processing such medical data.

Recipients and categories of recipients of personal data

The data will exclusively be forwarded to third parties to the extent necessary for implementing the contract or, as the case may be, for providing the benefits of your EXPAT BUSINESS or EXPAT BUSINESS PREMIUM product or you have given your consent thereto. Moreover, your data may be disclosed towards third parties to the extent that we are obliged to proceed this way due to statutory provisions or enforceable orders issued by public authorities or courts. When we process your application and your contract, your personal data are forwarded to the BDAE Holding GmbH, our sister company, the BDAE Consult GmbH as well as to our parent company, the MSH INTERNATIONAL within the framework of the operation of the service portal or, as the case may be, collected by the two BDAE companies processing your applications and settling your contractual benefits on our behalf. For safeguarding your rights, data processing contracts have been concluded with the aforementioned companies.

In addition, personal data are forwarded to the following recipients in a pseudonymised format when processing the contract and insured events:

- Allianz Partners AWP Health & Life as your international health insurer
- ARAG SE as your patients' legal protection insurer
- Allianz Partners Deutschland GmbH in the event of medical assistance services
- BDJ Versicherungsmakler GmbH & Co. KG if you make use of the insurance for repatriation by airplane.

The disclosure of data towards the aforementioned recipients is absolutely necessary for implementing the contract

The data are processed via servers of the BDAE Holding GmbH which have been rented from an internet service provider resident in Germany. With this provider, too, a processing contract has been concluded in order to safeguard your rights.

Data forwarding to a third country

As a rule, data is not transferred to a third country or to an international organization outside the EU/EEA. The only exception is in the case of a necessary settlement of benefits for risks insured in the USA. In this case, the necessary personal data is transferred on the basis of appropriate data protection guarantees in the form of EU standard contractual clauses to Global Excel Management Inc., 73 Queen Street, Sherbrooke, Quebec J1M 0C9, Canada.

Retention period

We store the data as long as it is necessary for the aforementioned purposes. Afterwards, the data will be deleted in compliance with the applicable statutory retention periods, unless this is contrary to legitimate interests such as, for instance, the assertion of claims.

Your rights as data subject

With respect to your personal data, you may assert the following rights towards the aforementioned data controller:

- the right of access pursuant to Art. 15 GDPR
- the right to rectification and/or completion of your data according to Art. 16 GDPR
- the right to erasure of the personal data according to Art. 17 GDPR
- the right to restriction of processing according to Art. 18 GDPR
- the right to data portability according to Art. 20 GDPR

Moreover, you have the right to file a complaint with respect to the processing of your personal data with the data protection supervisory authority.

If you have granted a consent to the processing of your data, you are at any time entitled to revoke your consent. In this case, however, the lawfulness of the processing made until the revocation on the basis of your consent will remain unaffected.

For asserting your rights, please contact our data protection officer indicated above.

STATEMENT OF CONSENT

pursuant to Articles 7 and 9 of the General Data Protection Regulation (GDPR)

I/we hereby agree that the BDAE Expat GmbH as well as the companies of the BDAE Group (BDAE) appointed for this purpose by the BDAE Expat GmbH collect, use, store and process my/our health data. The necessity to proceed this way is based on my/our desire to conclude the EXPAT BUSINESS or EXPAT BUSINESS PREMIUM international health insurance for my/our stay abroad, as applied for by me/us today.

The BDAE is the policyholder of a group insurance scheme I/we want to join. For this reason, the BDAE must know my/our health data in order to be able to assess my/our application for admission to the group insurance scheme and decide upon it. Where necessary, I may become subject to risk premiums or exclusions due to my/our health data.

In case of claims, it may become necessary for BDAE to collect, use, store and process additional health data. For this purpose, too, I/we give my/our consent.

I have taken note of the privacy information and the privacy statement of the BDAE.

In the event that I/we want to include third parties (e.g. tax advisors, insurance intermediaries, human resources departments) into the communication held with the BDAE, I/we will grant such persons the corresponding approvals pursuant to Articles 7 & 9 GDPR and, where appropriate, issue the required releases from secrecy.

Place, date

Signatures (employee(s) to be insured, where appropriate, as legal representative of persons to be co-insured and pursuant to Art. 8 GDPR all persons to be insured and aged 16 and more)

RELEASE FROM SECRECY

In addition to the consent to the collection, use, storage and processing of my/our health data, I/we have to grant a release from secrecy in order to enable all parties/institutions to answer the questions they will be asked in connection with health data. This applies to the application procedure as well as to the application for a benefit and the review of an insured event. The confidentiality of such data is protected via the General Data Protection Regulation (GDPR - Articles 7 & 9) and the German Penal Code (Section 205 StGB).

The review of data only takes place to the extent necessary for handling and processing the application or, as the case may be, the insured event.

I/we have already agreed that the BDAE Expat GmbH and the companies of the BDAE Group (BDAE) appointed for this purpose by the BDAE Expat GmbH collect, use, store and process my/our health data. I/we now agree that the BDAE may make inquiries in order to review the application for admission to the insurance scheme, assess the risk and/or review an insured event by consulting physicians, hospitals and other health institutions, nursing homes and caregivers, other personal insurers and statutory health insurance schemes as well as trade associations and authorities.

I/we hereby release the aforementioned persons and employees of the aforementioned institutions from their duties of secrecy relating to my/our health data reliably collected and stored on the basis of examinations, consultations, treatments as well as insurance applications and insurance contracts in a period of up to ten years prior to the date when the application was filed with the BDAE.

To the extent that the aforementioned statements relate to information rendered at the time of application, they shall be valid for a term of five years after contract conclusion. If - after contract conclusion - the BDAE believes due to specific indications that the information given at the time of application was intentionally wrong or incomplete and that the risk assessment was affected for this reason, such releases from the secrecy duty shall be effective for a period of up to ten years after contract conclusion.

For assessing the risks and reviewing the duty to pay benefits, it may become necessary to involve medical experts or other third parties for obtaining expert reports. I/we agree that the BDAE forwards my/our health data to medical experts or other third parties to the extent that this is necessary within the framework of the risk assessment or the examination of the duty to pay benefits and that my/our health data may be used by such third parties for the intended purpose and that the results may be sent back to the BDAE. I/we release the persons and experts working for the BDAE from their secrecy duties.

In exceptional cases, it may become necessary that the BDAE informs the Allianz Partners AWP Health & Life insurers. In this case, the releases from the secrecy duty issued in the matter at hand also applies to the statements and information made towards or rendered to Allianz Partners AWP Health & Life.

For the purpose of examining the duty to pay benefits, it may - also after my/our death - become necessary for the BDAE to review my/our health information. In this case, too, I/we release the aforementioned persons and employees of the aforementioned institutions from their secrecy duties

I/we have taken note of the information on privacy and the privacy statement of the BDAE.

Place, date

Signatures, (employee(s) to be insured, where appropriate as legal representative of persons to be co-insured and all persons of legal age to be insured)