

GROUP INSURANCE AGREEMENT

between

**Sample Policyholder
Sample Street 0
00000 Sample Town**

– hereinafter referred to as the “Policyholder” –

and

**Allianz Private Krankenversicherungs-AG
Königinstraße 28
80802 München**

– hereinafter referred to as “Allianz Private Krankenversicherung” –

Disclaimer:

This is a translation of the Group Insurance Agreement. It should be noted that only the German language version of the Group Insurance Agreement document is legally binding.

1 Insurable Rate, Insurable Group of Persons

1.1 The subject matter of this Group Insurance Agreement (hereinafter referred to as the “Agreement”) are the following group insurance plans in category D:

- InboundMed Best 100
- InboundMed Best 100 Langfristig

and the compulsory private nursing care insurance according to PV tariff.

1.2 The insurable group of persons covered under the group insurance plans according to Section 1.1 includes

a) the employees of the Policyholder and the persons that are working for the Policyholder and posted by an abroad company affiliated with the Policyholder (each as the main insured persons)

c) and family members of the main insured person according to Section 1.3

who

- are temporarily residing in Germany,
- meet the insurability requirements for the respective group insurance plan (see Part A, Section 1.3 of the insurance terms and conditions), and
- are not insured with a health insurer as defined in the German Sozialgesetzbuch (German Social Code) and for whom there is no alternative substitutive health insurance in place.

Persons who have been resident in Germany for longer than 3 months at the time of conclusion of this contract are not insurable if they have not been insured against illness during this period.

Inclusion in the insurable group of persons only takes place up to the age of 65. Furthermore, inclusion to the group of insurable persons does not take place if, immediately before belonging to the group of insurable persons, voluntary insurance with a health insurer as defined in the German Sozialgesetzbuch (German Social Code) or a substitutive health insurance exists; unless inclusion takes place at the beginning of this Agreement or according to Section 3.4.

1.3 Members of the main insured person’s family are insured under this Agreement, provided that the main insured person is also insured under this Agreement.

Family members include the legal spouse of the main insured person, the registered partner of the main insured person, the partner of the main insured person with whom the main insured person lives in a domestic and marriage-like or registered partnership-like relationship, and the children of the main insured person and of the aforementioned persons, provided these children are below 27 years of age.

1.4 The respectively applicable insurance terms and conditions and premiums apply.

2 Minimum Participation

2.1 The Policyholder insures all persons who, according to Section 1.2, belong to the insurable group of persons and can be included in the insurable group of persons.

At the beginning of this Agreement these are XXX main insured persons and XXX family members.

Furthermore, this Agreement requires at least 10 main insured persons or 15 persons in total to be insured.

2.2 Allianz Private Krankenversicherung is entitled to cancel the contract by giving one month's notice at the end of the calendar quarter in writing (e.g.: letter, fax, e-mail). The right of cancellation requires one of the following:

- a) The Policyholder does not fulfill his obligation under Section 2.1 Sentences 1 to 2.
- b) Minimum participation threshold as stipulated in Section 2.1 Sentence 3
 - is not met;
 - participation threshold is initially met but then subsequently falls below required level.

The relevant date for reaching the minimum threshold is the day on which the notice of cancellation is sent.

Furthermore, the right of cancellation also exists if the policyholder does not insure all persons who, according to Section 1.2, belong to the insurable group of persons and can be included in the insurable group of persons.

3 Notification of Persons to be Insured and Commencement of Insurance Cover

3.1 The Policyholder shall notify the office designated by Allianz Private Krankenversicherung regarding the persons to be insured. To this end, the Policyholder shall provide the information relating to these persons as required for administration purposes by using the list or the form supplied to him or her by Allianz Private Krankenversicherung or by the office designated by Allianz Private Krankenversicherung. The notification is to be made at the point when the person meets the requirements for the insurable group of persons and must be received by the office designated by Allianz Private Krankenversicherung no later than one month after this point. In the event of late notification, Allianz Private Krankenversicherung reserves the right to set a later commencement of insurance cover under this Agreement or to refuse insurance coverage.

The Policyholder is aware that a permanent residence or habitual place of residence in Germany carries the obligation to conclude a contract for compulsory private nursing care insurance pursuant to Section 23 SGB XI (German Social Security Code, Book XI) if there is no exemption from the obligation. Accordingly, the Policyholder additionally insures all persons concerned in the compulsory private nursing care insurance with Allianz Private Krankenversicherung for the period of obligation to conclude a contract for compulsory private nursing care insurance, provided that this form of insurance is not already in place elsewhere for these persons.

3.2 The Policyholder shall notify the office designated by Allianz Private Krankenversicherung regarding any insured persons who cease to belong to the insurable group of persons. This notification shall take place at the time when the person exits the group of insurable persons, and must be received by the office designated by Allianz Private Krankenversicherung no later than one month after this point. If the notification is delayed Allianz Private Krankenversicherung reserves the right to set a later date for the withdrawal from the policy.

The Policyholder shall notify the insured person affected by the insured person's withdrawal from the policy about the withdrawal.

- 3.3 Commencement of insurance for the individual insured person cannot precede the start of this Agreement.
- 3.4 For persons who are voluntarily insured with a health insurer as defined in the German Sozialgesetzbuch (German Social Code) or who already have an substitutive health insurance (pre-existing insurance) inclusion under this Agreement is only possible if the notification for inclusion is received by the office designated by Allianz Privaten Krankenversicherung during three months beginning at the the start of this Agreement. The insurance shall commence on the first day of the month following termination of the pre-existing insurance, but not before the first of the month that precedes the month in which the notification for inclusion is received by the office designated by Allianz Private Krankenversicherung.
- For persons who have been compulsorily insured with a health insurer as defined in the German Sozialgesetzbuch (German Social Code) inclusion under this Agreement is only possible if the notification for inclusion under this Agreement is received by the office designated by Allianz Privaten Krankenversicherung during two months beginning at the termination of the compulsory health insurance. The insurance begins on the day following the termination of the compulsory health insurance.
- 3.5 The insurance cover begins at the agreed time as defined in the insurance terms and conditions. The Policyholder agrees to this commencement of the insurance coverage, even if this date precedes the expiry of the revocation period of the individual insurance.

4 Claim Entitlements of Main Insured Persons

The main insured person is directly entitled to claim insurance benefits from Allianz Private Krankenversicherung. The consent of the Policyholder is not required with regard to the assertion of this claim to benefits.

5 Payment of Premiums

- 5.1 The Policyholder is obliged to pay premiums to Allianz Private Krankenversicherung.
- 5.2 The premiums to be paid shall be determined from the relevant valid insurance policy, which is supplied to the Policyholder. The due date of the premiums is specified in the insurance terms and conditions for the respective insurance plan or tariff.
- 5.3 The premiums due are debited by Allianz Private Krankenversicherung from the account designated by the Policyholder.
- 5.4 Allianz Private Krankenversicherung does not offset due premium claims or any other claim to which it is entitled under this contract against benefit claims of the main insured person.

6 Administration of Insurances

- 6.1 The language of the Agreement shall be German. However, correspondence with the main insured person shall be conducted in English.
- 6.2 Upon entering into this Agreement and in the event of amendments to the insurance cover, the main insured person shall receive information on the insurance cover concluded from the office designated by Allianz Private Krankenversicherung.

6.3 Upon entering into this Agreement, the Policyholder shall inform the main insured person about the content of this Agreement as well as, during the term of the insurance relationship, about any amendments to this Agreement. Upon request, the Policyholder shall provide the main insured person with the insurance terms and conditions and “Insurance Information” relevant to his/her insurance cover. In addition, the Policyholder shall inform the main insured person that information on the insured person will be stored at Allianz Private Krankenversicherung, at the administrating office designated by Allianz Private Krankenversicherung and, if applicable, at the relevant supporting broker.

6.4 The Policyholder shall support Allianz Private Krankenversicherung in administering the insurances under this Agreement and shall provide information to the extent that he/she is entitled to do so.

Allianz Private Krankenversicherung does not pay any compensation or reimburse costs for the activities listed in Sections 6.3 and 6.4.

The policyholder shall only use a certificate issued by Allianz Privaten Krankenversicherung for individual insurance policies confirming the existence of private health insurance according to § 257 SGB V in cases where the conditions for this are met.

7 Waiver of Medical Examination

Allianz Private Krankenversicherung waives the right to conduct a medical examination for any insurances that are applied for under this Agreement.

This applies to the private compulsory nursing care insurance according to the PV tariff if it is concluded at the same time as the group insurance tariff, as well as in the case of a later start of the private compulsory nursing care insurance if the obligation to take out private compulsory nursing care insurance only occurred at this time and the notification was received by the office designated by Allianz Privaten Krankenversicherung no later than two months after this time.

8 Term of this Agreement

8.1 This Agreement commences on 01.XX.2022 and is initially valid until 31.12. of the current calendar year.

8.2 It shall be tacitly extended by a year in each case if it is not duly terminated at the end of the calendar year, subject to a notice period of three months, in writing (e.g.: letter, fax, e-mail) or if it is extraordinarily terminated by Allianz Private Krankenversicherung according to Section 2.2 or Section 10 .

9 Special agreement for continued insurance

If the InboundMed Best 100 group insurance plan ends for the insured person because the insured person has left the group of insurable persons according to Section 1.2, the insured person is entitled to continue the insurance relationship under the conditions of individual insurance according to the InboundMed Best 100 Weiterversicherung insurance tariff, taking into account the acquired rights, provided that the other conditions for continued insurance according to this tariff are met.

This right ends two months after the date on which the group insurance plan ended for the insured person.

10 Disclosures/Publications

The Policyholder confirms that is in agreement with Allianz Private Krankenversicherung on the content of all disclosures/publications relating to this Agreement, group insurance plans according to Section 1.1 or the insurance terms and conditions.

11 Right of Objection on the Part of the Supervisory Authority or Trustee

Should the supervisory authority or the trustee, as defined in Section 157 of the German Insurance Supervision Act (Versicherungsaufsichtsgesetz), require amendments to this Agreement or to the technical bases of calculation on which the group insurance plans ant tariffs according to Section 1.1 are based, the Policyholder must cooperate and undertake such amendments in agreement with Allianz Private Krankenversicherung. If the request by the supervisory authority or the trustee is not complied with by the Policyholder or its bodies, Allianz Private Krankenversicherung shall be entitled to terminate this Agreement in writing (e.g.: letter, fax, e-mail) subject to one month's notice to the end of the current calendar quarter.

12 Severability Clause

Should individual provisions of this Agreement be ineffective or unenforceable or become ineffective or unenforceable after the conclusion of the Agreement, this shall not affect the validity of the rest of the Agreement. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision, the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the Agreement proves to be incomplete.

Sample Town,

München,

Sample Policyholder
(Stamp and Signature)

Allianz Private Krankenversicherungs-AG

Offer Acceptance Deadline

The offer acceptance deadline for this Agreement is one month following the date of the signature by Allianz Private Krankenversicherung.

Confirmation of Receipt by Policyholder

The Policyholder, Sample Policyholder, has received the following documents prior to concluding the Group Insurance Agreement:

- Insurance Information
- Insurance Terms and Conditions for the InboundMed Best 100 Insurance Plan and the InboundMed Best 100 Langfristig Insurance Plan
- Insurance Terms and Conditions for the compulsory private nursing care insurance according to PV tariff
- Consultation Minutes

Sample Town,

Sample Policyholder
(Stamp and Signature)

SAMPLE