

General Terms and Conditions for Group Schemes

ABPB.23.1.1.1

*This document is a translation of **the original Dutch version**. In case of discrepancies between these conditions and those of the original Dutch version, the Dutch version prevails.*

CONTENTS

1. Basic agreements	1
2. About premium	1
2.1 How much premium do you pay?	1
2.3 Are you behind on payments?	2
3. Change of premium and terms and conditions	2
4. When does insurance or cover through a certificate commence?	2
5. What if fraud is committed?	3
6. What if the government applies sanctions?	3
7. What if we want to recover damage or loss from you?	3
8. When does the insurance end?	3
8.1 When Alicia Benefits B.V. gives notice to terminate the insurance.	3
8.2 When we terminate the insurance	4
9. Exchange rate fluctuations	4
10. Invalid provisions	4
11. Objection, complaints and privacy	5
11.1 What if you do not agree with our decision?	5
11.2 What if you have a complaint?	5
11.3 How do we handle personal data?	5
12. What do we mean by...?	11

1. Basic agreements

Alicia Benefits B.V. is the **policyholder** of the **group contract**. The **insured** are the freelancers affiliated to the (work) platform.

These general terms and conditions together with the applicable certificate conditions constitute the terms and conditions of the insurance. In case of discrepancies between the certificate conditions and the general terms and conditions, the certificate conditions prevail.

We expect both Alicia Benefits B.V. and the freelancers to provide correct and complete information when taking out this insurance. If you fail to do so, you may not be entitled to benefits in the event of a claim.

This contract is to provide cover against unforeseeable, uncertain and future events, as described in the Civil Code. This means that, at the time they take out this insurance/coverage, both Alicia Benefits B.V. and the freelancer are not aware of any event or fault that has resulted or may result in damage or loss that you would like to be compensated by this insurance.

The insurance may be terminated if it turns out that we would not have wanted to insure Alicia Benefits B.V. and/or the freelancers if we had been given all the correct information, or if it turns out that you intended to mislead us.

This policy and any disputes relating to or arising from this policy will be governed by and interpreted in accordance with Belgian law. Any legal disputes arising from this contract will be submitted to the competent courts in Belgium.

2. About premium

2.1 How much premium do you pay?

The premium for the group contract is a provisional premium and is paid by Alicia Benefits B.V.

Periodically (but at least once a year), the final premium is calculated on either the actual hours claimed or the total invoice value of the relevant period. This period is stated in the policy schedule.

If the final premium is higher than the advance premium, Alicia Benefits B.V. must top up the difference (plus any taxes due). If the final premium is lower than the advance premium, taking into account the agreed minimum premium, we will refund the difference (including any overpaid taxes). The policy schedule also states whether any taxes are due.

Alicia Benefits B.V. will settle the premium with the freelancer.

2.2 When should you pay the premium?

Alicia Benefits B.V. pays the quarterly (advance) premium within 14 days of receiving the receipt.

2.3 Are you behind on payments?

If Alicia Benefits B.V. has not paid the premium, or has not paid it in full, within 30 days of our request, we will give Alicia Benefits B.V. notice of default by registered letter or bailiff's notification. If Alicia Benefits fails to have made payment by then, the cover of the insurance will be suspended until the sixteenth day after the notice of default.

Suspension of cover applies to claims arising during the period of suspension. Cover will resume one day after we have received and accepted the premium.

We are entitled to set off outstanding premiums, costs and taxes against payments of claims.

If the premium is not paid in time, Alicia Benefits B.V. will be charged additional costs such as reminder fees or the costs of the collection agency engaged by us. Cover will be resumed one day after we have received and accepted payment, except for errors, claims and circumstances during the period the insurance was suspended. We may also decide to terminate the insurance(s) in respect of which there were arrears in payment. In that case, we will inform Alicia Benefits B.V. when the group contract ends. This will also end the cover of the insured freelancers.

3. Change of premium and terms and conditions

Every quarter, we ask Alicia Benefits B.V. for up-to-date information on freelancers' professions. This allows us to ensure that the group insurance remains appropriate.

When new professions are added to the existing professions of the (work) platform, this should be reported to us as soon as possible, at least within one month of the start of the change. If we adjust the premium or terms and conditions to the changed situation, we will notify Alicia Benefits B.V. of this within one month of receiving the information. If the adjustment is not approved, Alicia Benefits B.V. may give notice to terminate the group contract within one month after being notified of the change.

We can also adjust the premium and terms and conditions of the group contract for other reasons, for example following changes in legislation or regulations. We will inform Alicia Benefits B.V. of this at least three months in advance. The adjustment will take effect on the date we mention in the notification on the change. If you do not agree with the adjustment, Alicia Benefits B.V. may give notice to terminate the group contract.

4. When does insurance or cover through a certificate commence?

The cover of the group contract commences at 00:00 on the effective date shown on the policy schedule. Thereafter, we will renew the insurance for 12 months each time.

5. What if fraud is committed?

If **fraud** is committed or we are intentionally misled by Alicia Benefits B.V., we will be entitled to terminate the group contract. If fraud is committed by a registered freelancer or we are intentionally misled by that freelancer, we will be entitled to terminate the cover of the certificate.

If a case of damage or loss has arisen and the freelancer intentionally gives us incorrect or incomplete information, we will not compensate the damage or loss and we will end the cover of the certificate.

If we have already compensated part of the damage or loss or have incurred costs to investigate the fraud, we will recover the payment and/or investigation costs from the freelancer in case of established fraud. We will notify the freelancer in writing of when the cover ends.

6. What if the government applies sanctions?

We are not obliged to provide cover or make any payment under this insurance if such would be in conflict with United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, Belgium or the United States of America.

7. What if we want to recover damage or loss from you?

It may be that we have had to compensate a claim even though no cover, or only partial cover, existed under these terms and conditions. We reserve the right to recover the claim from Alicia Benefits B.V. in such cases.

We will recover both the compensation and the additional costs and any statutory interest paid.

We will inform Alicia Benefits B.V. of this immediately after we have learned that this situation is at hand. If we fail to do so, our right of recovery is forfeited.

8. When does the insurance end?

8.1 When Alicia Benefits B.V. gives notice to terminate the insurance

Alicia Benefits B.V. may terminate the group contract by registered letter, bailiff's notification or by delivering the termination letter against receipt. This notice of termination must be received by us at least three months before the contract expiry date. The contract will then end on the contract expiry date.

Alicia Benefits B.V. may also terminate the group contract if it does not agree with a new premium proposal we have issued following a significant and sensitive reduction in risk.

If we increase the premium or change the terms and conditions, Alicia Benefits may terminate the group contract within one month of receiving our proposal for change.

8.2 When we terminate the insurance

We are entitled to terminate the group contract

- after a claim provided that notice of termination is given no more than one month after payment of a claim or rejection of a claim. In that case, the contract will end three months after the date of the termination letter at the earliest;
- If laws or regulations change and Alicia Benefits B.V. does not accept such change;
- In case of suspension of cover for non-payment of the premium as mentioned in Clause 2.3 of these terms and conditions;
- In the event of a significant and permanent aggravation of the insured risk, if we provide proof that we would not have insured the aggravated risk under any circumstances or if the proposal for change is refused or not accepted by Alicia Benefits B.V.;
- In the event of unintentional concealment or unintentional false disclosure of information, if we provide proof that we would not have insured the aggravated risk under any circumstances or if the proposal for change is refused or not accepted by Alicia Benefits B.V.;
- If Alicia Benefits B.V. refuses to implement the prevention or control measures we impose.

We may terminate a freelancer's cover with immediate effect if the freelancer has committed fraud or intentionally deceived us. Any right to payment will lapse unless the deception does not justify the forfeiture of rights.

9. Exchange rate fluctuations

We calculate the premium and compensation for damage in Euros.

When we have to calculate a premium in a currency other than Euro, we will apply the official exchange rate of the European Central Bank applicable on the first business day of the insurance periods of this policy.

Where a judgment or settlement or other elements in a claim are fixed in a currency other than the Euro, we will perform the payment in that currency at the exchange rate of the day on which the final decision is made, the amount of the transaction is approved or the particular element of the claim is fixed, respectively.

10. Invalid provisions

If any provision in this contract violates any mandatory provisions of any law or is invalid, such provision will be deemed not written so as to preserve the validity of all other provisions.

We will immediately take the necessary steps to replace this invalid provision with a valid provision that meets the initial intention of both parties as much as possible and is approved by both Alicia Benefits B.V. and us.

11. Objection, complaints and privacy

11.1 What if you do not agree with our decision?

We handle every claim carefully. Nevertheless, there may be a situation where Alicia Benefits and/or the registered freelancer disagrees with our decision. If so, please let us know within the limitation period.

The limitation period for any claim under this contract is three years. The limitation period commences on the day of the event giving rise to the right of claim. If the person having the right of claim proves that they became aware of the incident only at a later time, the term commences from that time. However, the right of claim expires in any case five years after the event, barring fraud.

11.2 What if you have a complaint?

If you are not satisfied with the insurance, the cover or our service, then we will try to work this out together. Complaints can be submitted to us by e-mail via HGS_BE_contact@hdi-specialty.com or by letter to:

HDI Global Specialty SE
Belgium branch office
Tervurenlaan 273/4
1150 Brussels

If we fail to work it out together, you can also submit your complaint to the Financial Services and Markets Authority, Congresstraat 10-16, 1000 Brussels.

If no suitable solution is found, you can also address the Insurance Ombudsman (Square de Meeùs 35, 1000 Brussels) or

by e-mail: info@ombudsman.as
Telephone: 02/547.58.71

The issue can also be presented to the competent court, depending on the claim.

11.3 How do we handle personal data?

This privacy statement explains how we collect your personal data, how we handle this personal data and what your rights are in relation to this personal data.

In this statement, "we", "us" and "our" refers to HDI Global Specialty SE and its representatives, co-insurers and reinsurers. "You" and "your" refers to the individual whose personal data we process.

1. Controller

HDI Global Specialty SE
HDI-platz 1
30659 Hannover Germany
Tel. +49 511 5604-2909
E-mail: contact@hdi-specialty.com

HDI Global Specialty SE is a controller within the meaning of the EU General Data Protection Regulation ("GDPR").

You can contact our data protection officer by post at the abovementioned address (address it to the attention of the "Data Protection Officer") or by e-mail via our data privacy group mailbox: privacy-hgs@hdi-specialty.com.

2. The personal data we may process from you

- 2.1 *Individual details* such as name, address, proof of address, contact details (such as e-mail address and phone number), gender, marital status, date and place of birth, nationality, employer, job title, work history, details about family members (including their relationship to you).
- 2.2 *Identification numbers* issued by the government or government institutions in the context of social insurance, passport, taxes or driving licence.
- 2.3 *Financial information*, such as data related to a bank account, debit card, income or transaction history.
- 2.4 *Insurance policy information*, which includes information related to quotations you have received and insurance policies you have taken out.
- 2.5 *Credit and anti-fraud data*, which includes payment history, credit score, sanctions and criminal offences and information we receive about you from various anti-fraud databases.
- 2.6 *Information on past or current claims* (which includes information concerning related and unrelated insurance policies) which may relate to your health, criminal convictions or special categories of personal data and, in some cases, surveillance reports.
- 2.7 *Technical information*, which includes the IP address of your computer
- 2.8 *Special categories of personal data* for which the GDPR provides additional protection, namely health, criminal convictions, racial or ethnic origin, political

opinions, religious or ideological beliefs, trade union membership, genetic data, biometric data or data relating to sexual behaviour or sexual orientation.

We will only collect this non-public personal data about you to the extent required by our business operations.

3. The possible sources of your personal data

There may be different sources from which we obtain your personal data:

- 3.1 from you yourself (which includes recordings of telephone conversations with us made at times)
- 3.2 your family members, employees or agents/representatives (which includes your insurance broker)
- 3.3 our agents, other insurers, insurance intermediaries or reinsurers
- 3.4 credit rating agencies
- 3.5 websites, software applications used on computers or mobile devices and/or social media content and applications
- 3.6 anti-fraud databases, sanction lists, court decisions and other databases
- 3.7 government institutions
- 3.8 public electoral registers; or
- 3.9 in case of damage or loss, third parties including the other parties involved in the damage or loss, witnesses, experts, assessors, lawyers, claims handlers, translators, researchers, engineers and others.

4. The identity of controllers and contact persons for the protection of personal data

The way the insurance industry works results in personal data being shared between insurance brokers, insurers, reinsurers and other market participants.

You can find out the identity of the controller(s) of your personal data in the following way:

- 4.1 If you took out the insurance yourself, you can contact your insurance broker or the organisation where you took out the insurance.
- 4.2 If your employer or any other organisation took out the insurance for your benefit, you can contact the employer or organisation that took out the insurance.
- 4.3 If you are not a policyholder or insured under a policy, you can contact the organisation that collected your personal data.

5. The purposes, categories, bases and recipients of our processing of your personal data

5.1 Your personal data may be processed for the following purposes:

5.1.a Quotation/request

- Creating your client account, which includes checks for possible fraud, sanctions, credit risk and money laundering.
- Assessing the risk and determining an appropriate premium and appropriate terms and conditions.
- Paying the premium if the insured is an individual.

5.1.b Insurance records

- Providing services to clients, which includes communication with you and sending information.
- Payments from and to individuals.

5.1.c Claim handling:

- Handling insurance and reinsurance claims.
- Conducting legal proceedings.
- Investigating and combating fraud.

5.1.d Renewals

- Communication with Alicia Benefits B.V. or the insured to renew the insurance.
- Assessing the risk and determining an appropriate premium and appropriate terms and conditions.
- Paying the premium if the insured is an individual.

5.1.e Other purposes

- Meeting our regulatory or supervisory obligations.
- Statistics and risk models.
- The conclusion of reinsurance contracts.
- Transferring portfolios, (parts of) the company, reorganisation and restructuring of the company.

5.2 We may also share personal data with the following organisations (non-exhaustive list): reinsurers, financial institutions, service providers, contractors, agents, tax authorities, investigating officers and other regulators and group companies in connection with the above mentioned purposes. You can find the current list of our service providers and our companies which participate in the processing of personal data on our website or by e-mailing to privacy-hgs@hdi-specialty.com.

5.3 We process your personal data for one of the following reasons:

- 5.3.a entering into and performing the insurance contract(s);
- 5.3.b pursuing a legitimate interest for which the processing of your personal data is necessary and which your interests, rights and freedoms do not outweigh, such as, for example, to combat fraud or personalise our products;
- 5.3.c meeting a statutory obligation, for example combating money laundering.

6. Consent

In certain cases, offering insurance and handling claims requires us to process special categories of personal data (see para. 2.8 above), such as medical data or criminal data. Your consent may be required to accomplish any of the above mentioned purposes.

If so, you can withdraw your consent at any time by notifying privacy-hgs@hdi-specialty.com. However, if you withdraw your consent we may not be able to provide cover or pay out claims.

7. Profiling

If we calculate insurance premiums, we may compare your personal data with other data such as industry averages or fraud patterns. Your personal data may also be used to generate this data to ensure, for example, that premiums are in line with the risk.

We make decisions based on profiling and without employee intervention (also known as automated decision-making).

8. Storage and retention periods of your personal data

We store data on computer servers and on paper, which may also be at an external storage location. We will keep your personal data for as long as necessary for the purposes for which the data was collected.

More specifically, we must retain personal data for as long as there is the possibility that a legal dispute may arise in connection with an insurance contract or there is a regulatory or supervisory obligation to do so.

9. Transfer of data to foreign countries

Due to the global nature of our business operations, we transfer personal data to countries with a different level of legal protection than your country for the purposes mentioned above. Personal data collected by HDI Global Specialty SE is likely to be transferred to organisations in other countries (such as secure data centres, affiliated organisations,

service providers, partners, government institutions and supervisory authorities) for the purposes for which this data was collected or directly related purposes.

It may be necessary to transfer your personal data to a third party outside the European Economic Area. Such transfer will be in accordance with the requirements of the "GDPR".

If you would like more information about this, please contact privacy-hgs@hdi-specialty.com.

10. Changes

This privacy statement is updated on a regular basis. The most recent version is available on our website: <https://www.hdi-specialty.com> (Belgium)

11. Your rights

If you have any questions about our use of your personal data, please contact the relevant contact person as explained above. In certain cases you have the right to request us:

- 11.1 to provide you with more details on our use of your personal data
- 11.2 to provide you with a copy of the personal data we keep about you
- 11.3 to correct errors in the personal data
- 11.4 to delete personal data for which there are no longer grounds to process them
- 11.5 where consent is required for the processing of your personal data, to stop such processing because you withdraw your consent
- 11.6 to transfer your personal data to another organisation
- 11.7 to meet your objections to the processing of your personal data on the basis of legitimate interests (see para. 5.3.2 above).
- 11.8 not to use automated decision-making, which includes profiling
- 11.9 to limit the processing of your personal data in certain cases, for example as long as we are investigating a complaint you submitted.

In certain circumstances, we may restrict the exercise of the abovementioned rights in the public interest (e.g. the discovery or combat of criminal offences) or our interest (e.g. being able to safeguard our evidentiary position in a legal dispute).

If you are dissatisfied with how we process your personal data or our response to a request from you to exercise your rights, or if you think the GDPR has been breached, you have the right to lodge a complaint with the relevant national supervisory authority whose details you will find below.

Germany (Supervisory authority of the country in which HDI Global Specialty SE is headquartered)

Die Landesbeauftragte für den Datenschutz Niedersachsen
 Prinzenstrasse 5
 30159 Hannover
 Germany
 Tel: +49 (0511) 120 45 00
 Fax: +49 (0511) 120 45 99
 E-mail: poststelle@lfd.niedersachsen.de
<https://lfd.niedersachsen.de>

Belgium

Data Protection Authority
 Drukpersstraat 35
 1000 Brussels
 E-mail: contact@apd-gba.be

12. Contact us

HDI Global Specialty SE
 Head Office: Data Protection Officer
 HDI-platz 1
 30659 Hannover, Germany
 Tel: +49 511 5604-2909
 E-mail: privacy-hgs@hdi-specialty.com

12. What do we mean by...?

Group contract	The contract we enter into with Alicia Benefits B.V. This includes the conditions set out in this document, the applicable certificate conditions and any special agreements (clauses).
Third party/parties	Everyone except for Alicia Benefits as the policyholder and the registered freelancer with a valid certificate of cover.
Fraud	Fraud is a form of deception where something is presented differently from reality or concealed, such as withholding information.
Freelancer	A person, who finds and accepts assignments through the (work) platform mentioned in the policy schedule. This person is a self-employed professional without staff.
You	By you we mean the freelancer registered with Alicia Benefits B.V. during the work that is performed for the assignment posted.
Insured party	You

Policyholder	Alicia Benefits B.V., who has taken out this insurance for the benefit of freelancers for whom a certificate of cover has been issued.
We	HDI Global Specialty SE, with its registered office at HDI-Platz 1, in 30659 Hannover, Germany, authorised and regulated by the <i>Bundesanstalt für Finanzdienstleistungsaufsicht</i> (BaFin) under number 5178, approved by the National Bank of Belgium (NBB) under NBB number 2931 to perform insurance activities through its Belgian branch office at Tervurenlaan 273/4, in 1150 Brussels, Belgium.