

INSURANCE CONTRACT

SYGIC MEDICAL EXPENSE INSURANCE

The content of this document is for information purposes only. The legally binding content can be found in the Slovak language version of the document Insurance Contract.

Union poisťovňa, a. s.

Karadžičova 10, 813 60 Bratislava, Slovak Republic

IČO 31 322 051 / TIN 2020800353

registered in the Companies Register of Bratislava I District Court, Section: Sa, entry 383/B

e-mail: union@union.sk

account no.: IBAN: SK82 1100 0000 0026 2708 0680, BIC: TATRSKBX

(“Insurer”)

and

Sygic a. s.

Twin City C, Mlynské Nivy 16, 821 09 Bratislava, Slovak Republic

IČO 35 892 030 / TIN 2021849005

registered in the Companies Register of Bratislava I District Court, Section: Sa, entry 4893/B

e-mail: travelinsurance@sygic.com

account no.: IBAN SK430900000005030950886, BIC: GIBASKBX

Contact person: Martin Strigač, CEO Sygic

(“Policyholder”)

(The Policyholder and the Insurer are referred to jointly as “the Parties”)

hereby conclude, in accordance with Section 788 et seq. of Act No. 40/1964, the Civil Code, as amended (“Civil Code”), the following insurance contract.

Article 1

Definition of terms

The capitalised terms used in this Insurance Contract will have the meaning set out in the definitions below. Where the definition of a term is given in the singular, it will apply mutatis mutandis to the term when used in the plural in the Insurance Contract, and vice versa:

Client – a natural person who uses the Policyholder’s Means of Distance Communication and expresses an interest in Insurance and Accession to Insurance;

Insured Person – a common term for the Primary Insured Person and Co-insured Persons (if any);

Insurance – Sygic medical expense insurance, which is the subject of this Insurance Contract;

Primary Insured Person – a Client that accedes to Insurance and who is covered by Insurance under this Insurance Contract;

Insurance Contract – this insurance contract relating to Sygic medical expense insurance;

Insurance Terms and Conditions – the General Insurance Terms and Conditions of Sygic Medical Expense Insurance VPPPLNS/0421 relating to Sygic medical expense insurance;

Co-insured Person – a person for whose benefit the Client has taken out Insurance under this Insurance Contract;

Means of Distance Communication – any software application that the Policyholder offers to end users – their clients – for installation on mobile phones including (but not limited to) Sygic GPS Navigation and Sygic Travel Maps Offline;

Accession to Insurance – an expression of a Client’s wish to be insured, made by electronic confirmation via a Means of Distance Communication.

Separate Agreement – Cooperation agreement concluded between the Insurer and the Policyholder on the conditions for their administrative and technical cooperation in providing Insurance under this Insurance Contract.

Article 2
Subject of the Insurance Contract

1. The subject of this Insurance Contract is agreement of the terms and conditions of Sygic medical expense insurance (“**Insurance**”), which is intended for Clients and for Co-Insured Persons. Under this Insurance Contract, the Insurer undertakes to provide Insured Persons the agreed insurance coverage and the Policyholder undertakes to pay the Insurer the agreed Premiums.
2. The Insurance covers:
 - a) medical expenses incurred abroad,
 - b) assistance services abroad,in the scope and under the conditions specified herein and in the Insurance Terms and Conditions, which form an integral part of this Insurance Contract as Annex 1.

Article 3
Conditions for the start of Insurance

1. Only a Client who has reached the age of 16 can accede to insurance.
2. A person can be covered by the Insurance only if they are a natural person under the age of 80 at the date of Accession to Insurance (in the case of the Primary Insured Person) or the establishment of Insurance (in the case of a Co-Insured Person) and if they are also
 - a) a citizen of the European Union (EU), or
 - b) a citizen of a Member State of the European Free Trade Association, or
 - c) a third-country national who has their habitual residence in countries under (a) or (b) and the place where they will stay or travel through on their trip is not in a county where they are registered as a permanent resident or covered by public health insurance.
3. Answers to questions concerning the conditions for the start of Insurance asked on Accession to Insurance are considered to be answers concerning matters significant for the agreement of Insurance within the meaning of Section 793 of the Civil Code. Any untruthfulness or incompleteness in the Client’s answers to questions on matters under (1) and (2) above will be considered a breach of Section 793 of the Civil Code. The above also applies to cases where the Client takes out insurance for Co-Insured Persons on Accession to Insurance.

Article 4
Conditions of Insurance

1. The scope of Insurance, the amount of the sum insured, the type and variant of Insurance, territorial coverage, risk group, period of validity of the Insurance and the premium rates are specified in Annex 2 of the Insurance Contract – Conditions of Insurance for Sygic Medical Expense Insurance

Article 5
Accession to Insurance and cessation of Insurance

1. A client who meets the conditions under Article 3 hereof is covered by Insurance from their Accession to Insurance. Depending on the Client’s wishes, Co-Insured Persons may also be covered from the Accession to the Insurance.
2. The Client accedes to the Insurance at the moment of confirming Accession to Insurance via a Means of Distance Communication. Electronic registration of a Client’s clear agreement with Accession to Insurance is accepted as confirmation of their Accession to Insurance.
3. The start and end of Insurance is determined separately for each Insured Person and each taking out of Insurance.
4. The insurance of individual Insured Persons is agreed for a definite period.
5. The insurance of an individual Insured Person expires:
 - a) on expiry of the period for which the Primary Insured Person took out insurance for themselves or for a Co-Insured Person.

- b) on the death of the Insured person,
- c) on cancellation of Accession to Insurance by the Client before the first day of Insurance validity specified by the Client when taking out Insurance for the Insured Person concerned.

Article 6 Duties of the Policyholder

Besides the duties arising from the relevant provisions of the Civil Code and the Insurance Terms and Conditions, the Policyholder has the following duties:

- a) To inform Insured Persons of the scope of Insurance and to instruct them how to proceed in making an insurance claim;
- b) To publish this Insurance Contract and the Insurance Terms and Conditions on their website and in the other customary places of publication of the Policyholder's contractual documentation;
- c) To send the following documents to Insured Persons immediately after Accession to Insurance:
 - General Insurance Terms and Conditions of Sygic Medical Expense Insurance VPPPLNS/0421 (Annex 1 hereof),
 - Insurance Card (Annex 3 hereof)
 - Scope of Insurance Coverage and Insured Amount for Sygic Medical Expense Insurance (Annex 4 hereof)
 - Insurance Guide for Sygic Medical Expense Insurance (Annex 5 hereof),
 - Insurance Product Information Document for Sygic Medical Expenses Insurance (Annex 6 hereof),
 - Information to be provided when acquiring personal data from data subjects,
 The above documents will be sent to the e-mail address that the Client provided on Accession to Insurance;
- d) To send the Insurer every working day a list of Insured Persons who acceded to Insurance the previous day. If the Accession to Insurance occurs on a Friday, Saturday, Sunday or a day that is public holiday or non-working day in Slovakia, the Policyholder will send the Insurer the list of Insured Persons acceding to Insurance on the next working day. The conditions of transmission and the structure of the transmitted data are regulated in the Separate Agreement;
- e) To send the Insurer a list of Insured Persons whose Insurance has expired due to Cancellation of Accession to Insurance (before the first day of Insurance validity specified by the Client on Accession to Insurance) on the first working day after the day of cancellation of Accession to Insurance. The conditions of transmission and the structure of the transmitted data are regulated in the Separate Agreement;
- f) To cooperate with the Insurer when an insurance claim is made and to provide them with all documents received from Insured Persons that are necessary to settle the claim.
- g) To transfer requests of the Client/Insured Persons concerning insurance directly to the insurer;
- h) To provide information about the Insurance to Insured Persons if so requested;
- i) To ensure that information on this Insurance Contract is provided to all relevant employees of the Policyholder in the extent necessary to ensure the due performance of the Policyholder's duties to the Insurer.

Article 7 Premium amount and billing, payment terms for premiums

1. The premium is a regular premium payable for annual periods of insurance in monthly instalments.
2. The amount of the premium depends on the type of Insurance, the variant of Insurance and the scope of Insurance and is specified in Annex 2 hereof.
3. The amount of the monthly instalment is determined by the number of Insured Persons who have acceded to insurance or for whose benefit Insurance was taken out in the calendar month to which the premium instalment relates, and also by the number of days of Insurance (validity of insurance from – to).
4. The list of Insured Persons under Article 6(d) hereof is the basis for calculating the monthly instalment of the premium under (3) above (calculation of the premium).
5. The Policyholder will transfer the amount of the premium calculated in accordance with (3) above to the Insurer's account specified in the relevant billing document, which the Insurer will send to the Policyholder within the period stipulated in the Separate Agreement. The Insurer is entitled to

conduct checks of the truthfulness and accuracy of the reported premium at any time; the particulars of such checks are specified in the Separate Agreement. The payment period for premiums is 20 days from the end of the relevant calendar month.

6. If the premium is not credited to the Insurer's account under (5) above within the specified period, the Insurer is entitled to interest on arrears in accordance with applicable legislation.
7. If the Policyholder calculates the premium incorrectly to the detriment of the Insurer, or if the Policyholder incorrectly calculates the premium to their own detriment, the resulting difference in the amount of the premium will be added or deducted in the billing for the relevant calendar month (points (4) and (5) above).
8. The Premium is subject to insurance tax pursuant to Act No. 213/2018 on insurance tax and amending certain acts, as amended. The amount of the premium specified in Annex 2 hereof already includes this insurance tax in the amount required under current legislation and thus the amount the premium specified in Annex 2 hereof is the final price of Insurance for the Policyholder.

Article 8

Duration and expiry of the Insurance Contract

1. This Insurance Contract is concluded **for an indefinite period** with effect from **22.06.2021**.
2. Either Party may terminate this Insurance Contract by means of written notice in accordance with applicable legislation.
3. Either Party is entitled to terminate the Insurance Contract within a period of two months from conclusion. The notice period is eight days; on its expiry, the Insurance under this Insurance Contract expires.
4. The Insurance Contract can be terminated by a written agreement of the Parties.
5. Termination of this Insurance Contract will not affect the validity of the insurance of individual Insured Persons who have acceded to the Insurance or for whose benefit Insurance was taken out during the validity of this Insurance Contract and whose personal data the Policyholder has sent to the Insurer in accordance with Article 6(d) hereof and for whom the Policyholder has paid the Insurer the premium in accordance with Article 7 hereof.

Article 9

General provisions

1. The following are integral parts of this Insurance Contract:
 - General Insurance Terms and Conditions of Sygic Medical Expense Insurance VPPPLNS/0421 (Annex 1),
 - Conditions of Insurance for Sygic Medical Expense Insurance (Annex 2),
 - Insurance Card (Annex 3),
 - Scope of Insurance Coverage and Insured Amount for Sygic Medical Expense Insurance (Annex 4),
 - Insurance Guide for Sygic Medical Expense Insurance (Annex 5),
 - Insurance Product Information Document for Sygic Medical Expenses Insurance (Annex 6).

By signing this Insurance Contract, the Policyholder confirms agreement with the above documents.

2. The rights and duties of the Client, Insured Persons, the Policyholder and the Insurer are regulated by the Insurance Terms and Conditions and this Insurance Contract.
3. By their signature, the Policyholder confirms that:
 - a) all the information that they have provided is complete and truthful,
 - b) they received the Insurance Product Information Document for Sygic Medical Expense Insurance before concluding the Insurance Contract.
4. Documents are delivered via the following means:
 - a) carriage by the holder of a postal licence,
 - b) electronic means, to the e-mail addresses specified in the header of this Insurance Contract,
 - c) in person.

In respect of the delivery of Documents, the obligation to deliver a document will be deemed fulfilled on the day of its acceptance or refusal of acceptance by the addressee, or on the day when the post

office returns it to the sender as undelivered mail. Documents are delivered to the address of the party shown in this Insurance Contract or another address that a Party has duly notified the other Party is its delivery address.

5. This Insurance Contract is under the jurisdiction of Slovak law. Any disputes concerning insurance relations between the Client, the Policyholder, Insured Persons and/or the Insurer will be under the jurisdiction of the competent courts of the Slovak Republic.
6. The Insurance Contract can be amended only by written addenda signed by both Parties.
7. The Insurance Contract is made out in two counterparts, one of which is retained by each Party.
8. The Parties declare that they have read the Insurance Contract, that they have understood its content and that they have signed it in their own hand to indicate that the content of the Insurance Contract corresponds to their free and serious wishes.

Bratislava, 10/06/2021

Bratislava, 10/06/2021

Policyholder:

Insurer:

Sygic a. s.
Martin Strigač
CEO

Union poisťovňa, a. s.
Mgr. Michal Špaňár, MBA
Chairman of the board of directors

Union poisťovňa, a. s.
Ing. Jozef Koma, PhD.
Member of the board of directors