

- ◆ Steuern
- ◆ Hypotheken
- ◆ Krankenkassen
- ◆ Versicherungsanalysen
- ◆ Finanzplanung/Vorsorge
- ◆ Luftfahrt Versicherungen
- ◆ Unternehmensberatungen



all-financial-solutions gmbh

flugplatz birrfeld, 5242 lupfig

Mandate

between

AFS
all-financial-solutions gmbh

(current Account Manager according to business card provided)

(hereafter referred as „AFS“)
in order to conclude the following Broker Services Agreement:

and

Company: _____

Name: _____

Address: _____

Place: _____

(hereafter referred as „Client“)

1. By signing this Agreement, the client vests AFS the insurance and/or financial mandate as well as the, for its execution, necessary authorisation. AFS is trading under industry-specific duty of care according to mandate law of the Swiss Code of Obligation (article 394ff OR)
 - a. On the basis of the insurance mandate, AFS is obliged to place the Client's insurance policies, subject to prior agreement with the Client, at an admitted prime insurance, bank or financial company at the best possible terms and conditions.
 - b. On the basis of the financial mandate this also includes financial products in the scope of 2nd and 3rd pillar.
2. In any case the Client remains policyholder and debtor of premiums, respectively owner/borrower of financial products as well as debtor of any interests. The Client is the sole payee of loss indemnifications, interest/dividends respectively. AFS acts for the Client in all other issues in front of insurance companies, banking or financial institutes respectively. AFS is not authorised to legally sign documents on behalf of the Client.
3. The Services are principally free of charge, provided those are covered through remuneration by insurance companies and financial service providers. **Not covered expenses will be invoiced. The Client waives the right of remuneration paid by insurance companies or financial service providers in favour of AFS and in the scope of this Agreement, as long as necessary to cover any expenses.** Upon request, the Client is entitled to inspect any remuneration settled.
4. The commencement of this Mandate becomes effective by signing this document and shall remain in force for an unlimited period of time. This Mandate may be terminated in writing, by means of registered post and subject to a notice period of three month per the end of every calendar month.
By signing this Mandate, the Client acknowledges that current policies or financial products will be transferred into the portfolio of AFS at each company. The policy administration is processed via the respective agency or head office where AFS maintains the business relation and any terms of business agreement. All communication shall be processed via the mailing address of AFS. This will, however, not alter any legal relationship between a company and the Client. AFS will not act as trustee.
5. The Client herewith agrees that AFS
 - a. may get access to all relevant records including social insurance institutions,
 - b. is entitled to collect confidential data (e.g. loss information) and
 - c. may disclose such confidential data only to third parties, who are in direct connection to this Mandate.
 Furthermore, AFS is obliged to treat all Client data private and strictly confidential.
6. The Client herewith also confirms having received the Intermediary Information pursuant to article 45 of the Swiss Insurance Supervisory Act (VAG).
7. Any changes of facts, which may affect the insurance coverage, to be immediately addressed by the Client to AFS in order that the insurance coverage can be reviewed and adjusted (e.g. change of business activity, increase of sum or risk insured etc.).
8. The liability of AFS for affiliated or subsidiary companies that are not part of any Client-AFS relationship is excluded. If AFS is not informed about changes occurred, AFS will not be liable for any lack of coverage.
9. Benefits as well as special discounts of AFS will lapse after the termination of this Mandate, get cancelled respectively.
10. This Mandate is governed by Swiss Law. Exclusive jurisdiction for all disputes arising out of or in connection with this Agreement shall be with the ordinary courts in Baden.

This Mandate comprises: Insurance Mandate and/or Financial Mandate (to delete as appropriate)

Place/Date:

Place/Date:

AFS all-financial-solutions gmbh

The Client

Telefon: 056 210 94 74, Telefax: 056 210 94 75

e-mail: afs@a-f-s.ch, Homepage: www.a-f-s.ch

FINMA Register: www.vermittleraufsicht.ch, Reg. Nr. 12675

Bankverbindung: UBS AG, Baden: IBAN CH87 0023 2232 5279 7401 F

Private/Retail Clients

Client Data

Date of Birth	
Date of Driving Licence	
Nationality	
ID card for Foreign Nationals	
Date of Marriage	
Profession	
Telephone no. private	
Telephone no. business	
Fax	
Mobile	
E-Mail	

Bank Details

Bank name	
Place	
Account no. / IBAN	

Family Members

Name	First name	Date of Birth	Nationality/ID card	Family relation

Company/Business Clients

Client Data

Owner (Name / First name)	
Founding Date	
Telephone no. office	
Fax	
Mobile	
E-Mail	
Homepage	

Bank Details

Bank Name	
Place	
Account no. / IBAN	