



**TERMS OF BUSINESS AGREEMENT**  
**MARSH CHINA**

These general terms of business and the cover letter of engagement (the “Agreement”) set out the nature and scope of the services Marsh (China) Insurance Brokers Co. Ltd. (“**Marsh**”) will be providing to you and other information required by law. References to “insurance” and “insurer” include “reinsurance” and “reinsurer” where applicable.

## Introduction

This Agreement and the cover letter of engagement will supersede and replace any previous agreements containing the same or similar subject matter and may only be varied by written agreement with you, (unless superseded by future amended terms of business issued by Marsh and accepted by you).

**By instructing us to act, you will be deemed to have accepted the terms of this Agreement.**

## About Marsh

Marsh is authorised and regulated by the China Banking Insurance Regulatory Commission (CBIRC). You can see the details of our authorisation by visiting the CBIRC website <http://www.cbirc.gov.cn>

Marsh is an associate of Marsh & McLennan Companies, Inc. In this Agreement, the “Marsh Group” means Marsh & McLennan Companies, Inc. its subsidiaries and associate companies. Marsh may use offices in the Marsh Group or the services of other intermediaries external to the Marsh Group, when in Marsh Broker’s professional judgement those services are necessary or appropriate.

## Who do we act for?

As an independent insurance intermediary we generally act as agent of our clients. As such we put the duties we owe to you above our own interests.

We may in certain circumstances handle claims on behalf of insurers. We will advise you when these circumstances occur and inform you of how we will deal with any possible conflicts of interest. If we give you notice of a conflict of interest you will have the right to cancel this Agreement

immediately. If you do not cancel the Agreement, we will continue to provide the services.

**We are not an insurer or an underwriter.**

## Our Services

### MARKETING AND PLACEMENT SERVICES

#### Negotiation and Broking

Marsh will act as your insurance broker and/or risk management consultant. We will discuss your insurance requirements with you, including the scope of cover, limits sought and cost of cover.

We will keep you informed of our progress and identify where we are unable to obtain all or part of the cover sought by you. We will use reasonable endeavours to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate). We cannot however be responsible for the consequences of late instructions or the actions of third parties.

We will provide you with the information you need to make a decision about insurance cover available. All decisions regarding the amount, type or terms of insurance covers shall be your sole responsibility. While Marsh may provide advice and recommendations, you must decide on the specific coverage that is appropriate for your particular circumstances and financial position.

Marsh does not assume any liability for the effectiveness or completeness of your existing insurance programme (if any) or any insurance policies placed by you directly or by another insurance broker or for any acts or omissions occurring prior to the date of commencement of

Marsh's engagement.

### **Market Security**

Your insurer is regulated by CBIRC and is required to comply with all the People's Republic of China laws, regulations and conditions of doing business, including solvency requirements. If you are interested in receiving more information about a particular insurer or insurers including information about its financial strength and security, please contact your Marsh representative for further guidance and information.

We assess insurers and markets with whom we place business, using public information including that produced by recognised rating agencies. We do not, however, guarantee or otherwise warrant the solvency of any insurer or market used for your requirements. The decision regarding suitability of any insurer or market rests with you. If you have any concerns, regarding any insurers chosen for your insurance requirements you must advise us as soon as possible and we will discuss them with you.

### **Quotations**

Marsh does not guarantee premiums quoted by insurers. All premium quotations provided by insurers and are subject to subsequent acceptance by insurers, unless otherwise stated. All premiums quoted include our brokerage where applicable.

## **CONSULTING AND RISK MANAGEMENT AND ADMINISTRATION SERVICES**

Marsh will if required, and agreed by Marsh provide the Consulting and Risk Management and administration services described in Appendix A and charge separately for these services.

## **HEALTH AND WELLNESS CONSULTING AND RISK MANAGEMENT SERVICES**

Marsh will, if required and agreed by Marsh, provide the Health and Wellness consulting services described in Appendix B and charge

separately for these services.

## **EMPLOYEE HEALTH BENEFITS ADMINISTRATION SERVICES**

Marsh will, if required and agreed by Marsh, work with its affiliate to provide the Employee Health Benefits Administration services described in Appendix C and charge separately for these services.

## **Our Respective Responsibilities**

### **Proposal Forms**

For certain classes of insurance you may be required to complete a proposal form, questionnaire or similar document. We will provide guidance if needed but we are not able to complete the document for you. In most cases, the information you provide will be the basis of or form part of the insurance policy.

**The provision of incorrect or incomplete information may result in the insurer denying a claim or avoiding the policy (cancelling the policy from inception).**

### **Disclosure of Information**

You are responsible for providing us or your insurers with the information we request from you to enable us to seek the cover you require. We will not be responsible for any consequences which may arise from any delay or failure by you to do so.

Further, you must disclose to us or your insurers all information which is material to your requirements for cover or which might influence insurers in deciding to accept your business, finalising the terms to apply and/or the cost of cover. You should not rely on Insurers to request material information from you. Failure to make such disclosure could result in the policy being rendered void, so that claims would not be paid. This duty of disclosure applies before the start of cover, when all material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked. Any material changes which may occur or

come to light after a quotation has been given must also be notified to us and your insurers.

The same duty is owed to the insurer before renewal, extension, variation or reinstatement of contract of insurance. In addition, changes which substantially increase the risk, or relate to compliance with a warranty or condition in a policy, must be notified at once.

You should not rely on casual observation of any material aspect of the risk by us or any other third party as satisfying your obligation to disclose material matters concerning your cover.

Please contact us immediately if you have any doubts about what is material or have any concerns that we may not be aware of material information.

### **Your Policy**

We will use all reasonable endeavours to ensure that your policy documentation is forwarded in a timely manner. Your policy documentation will confirm the basis of the cover, give details of the insurers together with details of amount of premium and the date it is due.

You are responsible for reviewing your insurance documentation together with other related documents which may be sent to you from time to time to confirm that they accurately reflect the cover, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions, warranties and subjectivities as failure to comply with any of them may invalidate your coverage. If there are any discrepancies you should consult us immediately.

### **Claims**

You are responsible for notifying claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy, you should familiarise yourself with the provisions of your cover and procedural requirements in relation to claims and to the notification of those claims or circumstance. Failure to adhere to the notification requirements, particularly in relation to timing, as set out in the policy or other coverage document, may entitle insurers to refuse your

claim. **In presenting a claim it is your responsibility to disclose all facts which are material to the claim.**

Where we collect claims payments, these will be remitted to you in accordance with any regulatory requirements. However, we will not remit claims monies to you before we have received them from insurers.

### **Change in Circumstances**

You must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance policy.

We will advise you as soon as reasonably practicable of any resultant changes in premium or terms and conditions of your policy.

### **Provision of Information**

The Services we provide to you are for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services contains proprietary, confidential information and are for your sole use and may not be shared with any third party, unless otherwise agreed by Marsh in writing.

### **Payment of Premium**

You will be responsible for making payment to insurers in accordance with the payment date(s) specified in invoice or other relevant payment documentation ("**Payment Date**"). You must also pay any taxes or charges applicable to your insurances. Where insurers have specified a premium payment warranty or condition in your policy, your insurers must receive the premium due from you by that date. You acknowledge that failure by you to pay by the Payment Date and/or comply with a premium payment warranty or condition may lead to insurers cancelling your policy. If you do not think that you will be able to meet the Payment Date and/or a premium payment warranty or condition, please contact us immediately.

## Client Money

We are required to keep Client Money separate from our own money. We will normally do this by holding money in a client bank account.

Any interest earned on Client Money will be retained by us.

## Currency

Where we are able to deal in a currency other than the local currency, we are not responsible for any shortfall in payments, including premiums or claims payments arising from movements in foreign exchange rates.

We may need to convert currency you have sent us into another currency for the purposes of carrying out your transaction. If we have converted but not paid such money to insurers or other third parties (and are not legally obliged to do so) and you request us to return such money to you, then you agree that we will return such money to you in the currency to which we have converted it and at the exchange rate at which we originally converted it. Should we agree to reconvert the currency for you, you will agree to accept re-conversion at the market exchange rate prevailing at the time of re-conversion, less applicable bank charges.

## Your Liability for Tax

Marsh is not a tax adviser and consequently makes no representation to you as to your liability or otherwise for tax on any sums that may be paid to you under a contract of insurance. Any information or calculations that Marsh provides about insurance, regulatory and tax issues are based on publicly available information and Marsh's experience derived from involvement in similar matters for other clients. In all instances, Marsh recommends that you seek your own advice on such matters from professional legal and tax advisers. It is your obligation to make declarations in respect of, and to account to any relevant revenue authority for, all insurance proceeds.

## Our Remuneration

Subject to any more specific term of the Letter of Engagement and/or separately agreed in writing, our remuneration is based on brokerage which is payable out of premium paid by you and allowed by the insurer(s) with whom your cover is arranged. On occasions, we may be remunerated by both brokerage and a fee ("Engagement Fee"). Where we are to be remunerated by an Engagement Fee, this Agreement will still apply, but in addition we will agree with you the level of the Engagement Fee and any other matters such as the term of our engagement. You will be responsible to us for the payment of all such Engagement Fees. In this connection, Marsh may be paid separately by insurers a fee for risk management services related to your cover or be paid a fee for claims preparation or additional claim services.

Brokerage and/or Engagement Fees are fully earned when you instruct us to bind cover for your policy. There will be no return or cancellation of Engagement Fees and/or brokerage once you have instructed us to bind cover for your policy notwithstanding that and the policy is later varied, terminated or otherwise cancelled and we are entitled to retain or recover from you all Engagement Fees and/or brokerage (or its equivalent) in respect of the full policy period.

In the event that an insurance program consisting of the lines of coverage outlined in the Letter of Engagement is placed by Marsh for you, Marsh shall be compensated for its services through commissions from insurers [based on a percentage of the premium paid] (the "Commission"), subject to the following:

- (a) In the event that the amount of the Commission is less than the amount of the agreed fixed fee for our services ("**Engagement Fee**"), Marsh will charge the Commission together with an additional fee of an amount equal to the difference between the Commission and the Engagement Fee; and

- (b) In the event that the amount of the Engagement Fee is less than the amount of the Commission, Marsh will waive the payment of the Engagement Fee and Marsh's compensation shall consist solely of the payment of Commission.

For avoidance of doubt, under no circumstances shall Marsh be entitled to compensation by means of both Commission and the full Engagement Fee.

In the event of a mid-term adjustment, we may be entitled to further brokerage from any additional premium payable.

To the extent an Engagement Fee is agreed between us, any fee we earn from you under this Engagement shall be increased in line with inflation by reference to the Consumer Price Index published by the National Bureau of Statistics upon each annual anniversary of this Engagement.

## Other Revenue

We (and/or other members of the Marsh Group) sometimes separately receive payments from insurers for services provided to them which are not directly related to the services which we provide to you.

Where applicable or permitted under the law, the payment received from a particular insurer for services provided in a given period may be a management or administration fee or it may be based upon the profitability of insurance business placed with that insurer during that period. When providing these services to insurers we will always use reasonable endeavours to avoid a conflict of interest. If we consider that a conflict has arisen, then we shall take no further action on behalf of the insurer unless you agree in writing that we may proceed.

We (or other members of the Marsh Group) may receive separate compensation from insurers for

providing consulting technical, data analytics or other services. The services are designed to improve the offering available to our clients assist insurers in identifying new opportunities and enhance insurers' operational efficiency. The scope and nature of the services vary by insurer and geography.

We (or other members of the Marsh Group) may also act as reinsurance brokers to underwriters with whom we have placed insurance or reinsurance and may receive remuneration by fees and/or brokerage for so doing.

It may be appropriate for us to use a member of the Marsh Group or another intermediary (located inside or outside the People's Republic of China) to assist us in fulfilling your insurance requirements. These companies may receive additional remuneration for the services they provide.

At your request, we will disclose to you in writing the remuneration we (and other members of the Marsh Group) receive in respect of your policy. To the extent that such other remuneration cannot be indicated in cash terms, then we will explain the basis for its calculation.

You can find out more about how we are paid by visiting our Transparency & Disclosure webpage- <https://www.marsh.com/cn/en/about-marsh/transparency-and-disclosure.html>

## Facilities

Marsh may place your insurance policies through a facility set up by Marsh (or other members of the Marsh Group) with selected insurers. Marsh (or other members of the Marsh Group) may be remunerated by a fee paid by the participating insurers for the use of the facility.

## Cancellation of this Agreement

This Agreement may be terminated by either party giving 90 days' notice in writing to the other party. Subject to payment of any outstanding fees due to us, Marsh will assist in arranging a smooth transfer of your business. After



termination, unless otherwise agreed, Marsh will cease to handle claims relating to policies placed by Marsh on your behalf.

### Limitation of Liability

The maximum aggregate liability of Marsh and any other member of the Marsh Group relating to or arising out of this Agreement or the services provided under this Agreement shall be limited in total to the amount of RMB 10,000,000.

This limitation applies to all causes of action including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

In no event will Marsh or any member of the Marsh Group be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss relating to, arising out of or in connection with this Agreement or the services provided under it.

This clause will not apply to any liability arising as a result of fraud or wilful default on the part of Marsh or any member of the Marsh Group nor to any liability which cannot lawfully be excluded or limited.

### Electronic communications

We may communicate with each other by electronic mail, sometimes attaching further electronic data. By consenting to this method of

communication we and you accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we and you have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that the messages received are complete. In the event of a dispute the records maintained in the Marsh'

system shall be deemed definitive in respect of electronic communications and documentation passing between us.

### Confidentiality

We will treat any information in our possession, which relates to your business as confidential. It will be necessary for us to disclose information that you consider confidential to insurers or other parties, when acting on your behalf, where we reasonably consider such information to be material to the risks being covered, or for internal review and audit purposes.

Likewise, we may disclose to third parties certain industry wide statistics or other information which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent.

We may reference your company's name and logo on any marketing materials that we give to you or third parties. If you do not wish us to reference your company's name and logo, then please advise your usual Marsh contact.

We may be required to collect and process personal information (including sensitive personal information) from you or your employees and/or their dependents in order to be able to perform and provide the Services. Please kindly refer to the Appendix D to this Agreement ("PICS") and hereby confirm to us that you have obtained all required consents or have met other requirements prescribed by applicable data protection laws to transfer their personal data to us for processing. You will be deemed to have obtained all required consents or have met other requirements prescribed by applicable data protection laws to transfer personal information to us for processing once you have transferred any personal information to us.

## Document Retention

Marsh may retain documents for business effected on your behalf in electronic or paper in accordance with its document retention policy in effect from time to time. Thereafter we may destroy documents without further reference to you.

**In relation to certain classes of insurance, it is possible for claims to be made long after the policy has expired. It is therefore important that you keep your policy documentation safely for such time as you may be able to make a claim under the policy.**

## Data Protection and Data Security

### Personal Data

You and Marsh will observe the provisions of any data protection or privacy legislation as applicable from time to time. This includes any obligation, if any, for the provider of personal data to obtain any required consent(s) in respect of the transfer of personal data to the recipient by the provider or any third party that is subject to applicable data protection or privacy legislation and to ensure any personal information provided to us is legitimate in accordance with the applicable data protection laws, any obligation with respect to the use, disclosure on a transfer by the recipient of personal data necessary to carry out its obligations under this agreement, and any right the provider of personal data has to request access and correction of personal data held by recipient.

You understand that we only process personal information of you or your employees and/or their dependents provided by you or any third parties on your behalf under your authorization, instructions or in accordance with any Agreements between us. The purpose and method of processing such personal information is determined by our clients.

Marsh believes that such personal information it requests is necessary to delivery of services and/or products, preparation of proposals,

provision of quotations, arranging insurance cover, managing claims, client relationship management and conducting internal conflicts checks. Personal information will generally be kept confidential but you consent and authorise Marsh to provide or disclose your personal information for general insurance purposes including renewal, research, benchmarking and statistical analysis, credit assessment and crime prevention. Arranging insurance or providing claims services may involve certain disclosures of personal information to insurers, agents and service providers, including but not limited to consultants, market research, and quality assurance companies; Marsh Affiliates; industry regulators and Marsh's auditors. Where we consider it necessary and appropriate, we may transfer personal information and confidential information to a service provider, under conditions of confidentiality, for the purpose of data storage or processing or providing any service on our behalf to you. Marsh may include, on de-identification basis, your personal information relating to your insurance program in benchmarking, modelling and other analytics offerings where such information will not be associated with identified individuals or used to identify specific individuals. Marsh offers an array of analytics capabilities to clients, insurers and others. For clients, these offerings include benchmarking databases, analytics and modelling tools, surveys and other compilations of information, which are designed to help clients more effectively assess their risks, make more informed decisions and construct insurance programs and other risk mitigation strategies. Marsh (or other members of the Marsh Group) may in some instances receive compensation for its analytics offerings from clients, insurers and others.

Depending on the circumstances, we may transfer the Personal Information to another member of the Marsh & McLennan Group or third party service or product providers within or outside the country in which Marsh is established (including but not limited to Australia and U.S.), under conditions of confidentiality and similar levels of security safeguards. Before we provide your personal information outside the territory of



China, we will meet the relevant requirements of Chinese laws and regulations on cross-border transfer of personal information and we will require overseas recipients to protect your personal information at the protection level not lower than that required by Chinese laws and regulations. With respect to personal information required by laws and regulations to be stored within the territory of the People's Republic of China, we will cooperate with you to complete the necessary security assessment for cross-border transfer of such personal information. With respect to the cross-border transfer of personal information that is not required by laws and regulations to be stored within the territory of the People's Republic of China, we will adopt appropriate contractual arrangements or other measures to protect the personal information in accordance with applicable legal requirements.

#### **Use for Marketing Purposes**

We may use, analyse and assess information held about you to give you information about products and services from members of the Marsh Group, and those selected third parties which we think may interest you by phone, post or other means. We may pass this information to other members of the Marsh Group (located inside or outside of the People's Republic of China) so that they may do the same.

If you do not wish to receive information concerning other Marsh Group or third party products and services, then please advise your usual Marsh contact accordingly.

#### **Assignment, transfer, novation and subcontracting**

We may at any time assign, transfer, deal or novate in any manner with part or all of our rights or obligations under this Agreement and may subcontract or delegate our obligations under this Agreement to any member of the Marsh Group, and you hereby consent to any such assignment,

transfer, dealing, novation, subcontracting or delegation.

#### **Compliance with Laws**

The Marsh Group is required to act in accordance with the laws, regulations and requests of regulatory authorities operating in various jurisdictions which relate amongst other things, the prevention of money laundering, terrorist financing and the provision of financial services to any persons or entities that might be subject to sanctions. Marsh may take actions at the request of regulatory authorities and other companies within the Marsh Group of companies, these actions include delaying or rejecting your requests.

To prevent or detect theft and fraud and to assist in verifying identity, we and the insurers may exchange information with members of the Marsh Group of companies (located inside or outside the People's Republic of China) and make searches of records held at fraud prevention agencies who will supply this information. We and the insurers may also pass information to financial and other organisations involved in fraud prevention.

You acknowledge and agree that Marsh is unable to provide broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable laws or expose Marsh or the Marsh Group to any sanction, prohibition, or restriction under United Nations Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

#### **If you are not happy with our service**

##### **Your Rights**

It is our intention to provide you with a high level of customer service at all times. However, if you are dissatisfied with any aspect of our insurance services, you may make a complaint either in writing or by any other means to your usual point of contact or to the Country Head.

### Governing Law

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with the Laws of the People's Republic of China and any dispute arising under it shall be subject to the exclusive jurisdiction of the courts of the People's Republic of China.

### Miscellaneous

Because the parties are of equal commercial sophistication in negotiating contracts and have negotiated this Agreement at arms' length, it shall not be construed for or against any party. Each party is entering into this Agreement voluntarily, has read and understands its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

## CONTACT DETAILS

### MARSH (China) Insurance Brokers Co., Ltd.

Unit 1506, North Tower,  
Beijing Kerry Center 1. Guanghua Road,  
Chao Yang District Beijing 100020, PRC  
Tel: 86 10 6533 4000  
Fax: 86 10 8529 8761

### Shanghai Branch Office

Suite 30-022, HSBC Tower,  
No. 1000, Lujiazui Ring Road, Pudong New Area,  
Shanghai 200120, PRC  
Tel: 86 21 60965700  
Fax: 86 21 60965899

### Guangdong Branch Office

Unit 1507, Onelink Center,  
#230, 232 Tianhe Road, Tianhe District,  
Guangzhou, Guangdong 510620, PRC  
Tel: 86 20 6661 5200  
Fax: 86 20 6661 2899

### Chengdu Branch Office

Unit 01-B, 12nd Floor, Tower 1, Plaza Central,  
No.8 Shuncheng Street, Jinjiang District,  
Chengdu, Sichuan 610016, PRC  
Tel: 86 28 8666 1375  
Fax: 86 28 8666 9785

### Shandong Branch Office

Room 523-524, block C, China railway plaza,  
No.381 Dunhua Road, Shibei District, Qingdao,  
Shandong 266034, PRC  
Tel: 86 532 8163 5186  
Fax: 86 532 8163 5086

### Tianjin Branch Office

Room 908, International building, No.75  
Nanjing road, Tianjin 300050, PRC  
Tel: 86 22 23393686  
Fax: 86 22 2339399

### Hebei Branch Office

Unit 1203, World Trade Plaza Hotel  
303 Zhongshan East Road,  
Shijiazhuang 050011, PRC  
Tel: 86 311 8666 8610  
Fax: 86 311 8666 8612

### Liaoning Branch Office

Room 712-715 Zhongshan, Youhao Mansion,  
158 Youhao Road, Zhongshan District,  
Dalian, Liaoning 116001, PRC  
Tel: 86 411 3980 1301  
Fax: 86 411 3980 1304

### Jiangsu Branch Office

No.18, Zhongshan Road, Xuanwu District,  
Nanjing, Jiangsu 210008, PRC  
Tel: 86 25 86951782  
Fax: 86 25 86951755

### Shenzhen Branch Office

Room 1402B, Tower Two, Kerry Plaza,  
Zhongxin Si Road, Futian District, Shenzhen,  
Guangdong 518048, PRC  
Tel: 86 755 3332 2800  
Fax: 86 755 3332 4550

### Xiamen Branch Office

Unit 602-A, 6th Floor, No. 31 Donggang North Road,  
Xiamen Area, (Fujian) Pilot Free Trade Zone, Fujian  
361006, PRC  
Tel: 86 10 6533 4000  
Fax: 86 10 8529 8761

### Anhui Branch Office

No.2711 Tower Office, Investment Innovation Center,  
No.2809 Chuangxin Avenue, Gaoxin District, Hefei,  
Anhui 230088, PRC  
Tel: 86 551 6618 1079

## **APPENDIX A: CONSULTING AND RISK MANAGEMENT AND ADMINISTRATION SERVICES**

### **Property Loss Control Services**

#### **Insurance Placement - Risk Control/Engineering Support**

- Assist in developing property risk information in support of the property insurance marketing with the brokers. This can include, but not limited to:
- Loss control/COPE data (Note: COPE data collection is not an onsite activity) information. This will be accomplished reviewing;
- Existing Loss Control Reports
- Prior Marketing Submissions
- General information on locations and operations that may be available
- (B&M) Spare Parts Strategies
- (B&M) Object Lists
- (B&M) Emergency and Secondary Systems Review
- Preparation of a one page Property Risk Summary that can include;
  - Highlight of risk quality
  - Inspection and assessment program
  - Loss control philosophy and management commitment to loss control
  - Key risk improvements/investments made or planned
  - Overview of property risk management program and operations
  - Key risk improvement priorities with the client's response
  - Client investment in loss control, etc.
- Preparation of an action plan working with the client on key risk improvements, if needed, to present to the insurance markets.
- Participation in meeting with carrier underwriters and engineers to present (client) risk profile.
- Provide technical input and comments to brokers and client regarding recommendations by carriers and alternatives to consider and present.
- Review of loss estimates reflecting the risk to help the client understand how the markets may view the risk and loss potentials.
- Preparation and Presentation of the PRC Property Risk Dashboard included in the marketing submission or to use with the client.

**APPENDIX B: HEALTH AND WELLNESS CONSULTING AND RISK MANAGEMENT SERVICES**

Health and wellness consulting and risk management services that Marsh provides may include but it is not limited to the following:

- Collating and analysing of available relevant data and detailed benefits information against existing benefits program and employee profile
- Reviewing and refinement of objectives for benefits program
- Developing and planning of benefits design that would meet defined objectives, as well as detail the Core and Optional benefits, Price Tags, and Flex Points Allocation (if applicable)
- Developing of wellness program to meet benefits program objectives (if applicable)
- Undertaking a cost impact analysis on the proposed plan design
- Undertaking agreed number of employee focus groups to gather feedback on proposed plan design (if applicable)
- Preparing Management presentation for the approval of the proposed plan

**Appendix C: Employee Health Benefits Administration Services**

Employee health benefits administration services that Marsh provides may include but it is not limited to the following:

**One-Off Service**

**Initial Setup - Implementation, Communication and Launch**

- Establishing rules and policies for the benefits plan and setup applicable platform to support benefit plan (if applicable)
- Developing employee communication strategy & timeline
- Developing content of employee communication materials. This excludes design, printing and/or publication of said materials
- Undertaking the agreed number of employee communication sessions

**Ongoing Service - Service, Delivery, Workflows, Documentation and Functionality**

Updating platform configuration for renewal of plan year (if applicable)
Allocating of Flex Points/Dollars/RMB based on allocation rules documented
Benefits Selection
Benefits Selection Menus and Functionality
Statement of Account Menus and Functionality
My Details Menus and Functionality
Update Password Menus and Functionality
My Benefits Menu
My Claims Menus and Functionality
Underwriting Functionality (U/W Module)
Processing employee life event changes based on pro-ration rules, staff movement policies and workflows documented
Processing FSA claims submitted by employees
Recording underwriting (U/W) results and refund price tags based on point-to-point cash-to-cash logic
Setting up portal system
Setting up portal system based on Flex and Claim administration
Providing Marsh helpdesk service to employees
Providing Offline Employee Communications
Providing Employee Self-Service
HR Access (HR Module)
Reporting to Client
Reporting to Insurer
Reporting to Employee
Other Reporting



## Appendix D: Personal Information Collection Statement

1. It is often necessary for our current or prospective clients (collectively referred to as "clients" and otherwise referred to as "client") to provide to Marsh (China) Insurance Brokers Co. Ltd.\* (hereinafter referred to as "MARSH", "we", "our" or "us", and references to Marsh include the appropriate Marsh Affiliate(s)) personally identified or identifiable data which're subject to applicable data protection, privacy and other similar laws ("Personal Information") about client, client's employees and/ or their dependents (hereinafter as "Personal Information Subject") in connection with our business process execution, including delivery of services and/or products, preparation of proposals, provision of quotations, arranging insurance cover, managing claims, client relationship management and conducting internal conflicts checks. Such Personal Information may include information or data provided by client or other parties representing client or from other source, and may include, but is not limited to, historical or existing data and/or data to be collected in the future.
  - 1.1 Such Personal Information may be subject to applicable data protection, privacy and other similar laws and may include: (i) Client business data, specifically all data, text, image information, and materials that client provide to us in any format, which may include personal information about Personal Information Subject, such as copies and other details of **identity documents**, proof of address and other contact details, religious, philosophical or political affiliations, information concerning age, marital status, racial or ethnic origin, education, genetic or sexual life, **physical or mental health or medical condition/diagnosis**, dietary preference, **commission or alleged commission of any offence or proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings**. (ii) The name, photo, gender, **identity document**, mobile phone number, landline number, e-mail address, position, rank, title, department, fax number, office seat, etc. of Personal Information Subject submitted by client or related with client.
  - 1.2 Our client understands that we only process personal information of Personal Information Subject provided by client or any third parties on behalf of our client as authorized, instructed or in accordance with any Agreements between us. The purpose and method of processing such personal information is determined by our client.
2. When client provides MARSH with Personal Information relating to Personal Information Subject, client will observe the provisions of any data protection or privacy legislation as applicable from time to time the extent applicable to this Agreement. This includes, without limitation: (i) an obligation, if any, for client to obtain any required consent(s) in respect of the transfer of personal information to MARSH by client or any third party representing client and for client to ensure the personal information provided to us is legitimate; (ii) any obligation with respect to the use, disclosure and transfer by MARSH of personal information as necessary to carry out its obligations under this Agreement; and (iii) the obligation to protect the rights of personal information subject to access, correct, and delete their personal information.

The Personal Information of Personal Information Subject that client provides will be collected, used and otherwise processed by MARSH for the following purposes:

- 2.1 client relationship management procedures, including any potential conflict checks as may be required;
- 2.2 the delivery of services or products to the client;
- 2.3 those purposes specifically provided for in any particular service or product offered by MARSH;
- 2.4 conducting marketing and client profiling activities in connection with insurance and related services and products (including those provided by MARSH, its Affiliates and selected third parties for the purpose of improving our services to the client or that we think may interest the client). Client agrees to authorize Marsh to process the personal information it provided for marketing and profiling activities under this Agreement during or after the service period after client have obtained the valid consent from Personal Information Subject concerned;
- 2.5 credit assessments and other background checks of the client as MARSH may determine to be necessary or appropriate;
- 2.6 MARSH's internal record-keeping;
- 2.7 collection of outstanding payments from clients;
- 2.8 prevention of crime (including but not limited to fraud, money-laundering, bribery);
- 2.9 meeting any legal or regulatory requirements relating to MARSH's provision of services and products and to make disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular, code applicable to MARSH or its Affiliates; and
- 2.10 purposes ancillary or relating to any of the above (including but not limited to research, benchmarking and statistical analysis, we will protect the personal information security of our clients and related Personal Information Subjects on identification basis or other reasonable measures).

### **Collection and Disclosure**

3. Personal Information provided to MARSH will generally be kept confidential but client hereby consent and authorize MARSH to collect, provide or disclose Personal Information for the purposes stated in paragraph 2 above from or to:
  - 3.1 any person to whom MARSH is compelled or required to do so under law or in response to a competent or government agency;
  - 3.2 relevant parties arranging insurance or providing claims services or benefits administration services or wellness services such as insurance companies, health maintenance organizations, agents and service providers (including but not limited to consultants, market research and quality assurance companies),

- 3.3 Marsh's Affiliates;
  - 3.4 government agencies and industry regulators;
  - 3.5 MARSH's auditors, accountants, lawyers or other financial or professional advisers; and
  - 3.6 such sub-contractors or third party service or product providers as MARSH may determine to be necessary or appropriate, in accordance with paragraph 2 and paragraph 7.
  - 3.7 such person(s) as client may instruct or require.
4. Client has the obligation to obtain Personal Information Subject' valid consent (or based on other valid legal basis) to provide, or through insurer(s), health maintenance organizations, agents and/or third party service or product provider(s) as selected by client to provide to MARSH Personal Information for the purposes set out in paragraph 2 above.
  5. Client acknowledges and confirms that Personal Information Subject's failure or disagreement to provide such personal information may result in MARSH being unable to provide clients with the services and/or products requested.

#### **Safeguards**

6. MARSH confirms that MARSH has implemented the appropriate administrative and security safeguards and procedures in accordance with the applicable laws and regulations to ensure personal information security, to prevent the unauthorized or unlawful processing of Personal Information and the accidental loss or destruction of, or damage to Personal Information.

#### **Data Transfer/Cross-border Transfer**

7. For the purposes of provision of services or products by Marsh and related data storage and processing, after obtaining Personal Information Subject's valid consent, client hereby consents that Marsh may transfer Personal Information Subject's personal information to affiliated companies of Marsh & McLennan Group located within or outside of the country (including but not limited to Australia and the United States) where Marsh is located, or to third parties who provide services or products..

Before we provide Personal Information Subject's personal information outside the territory of China, we will meet the relevant requirements of Chinese laws and regulations on cross-border transfer of personal information and we will require overseas recipients to protect the personal information at the protection level not lower than that required by Chinese laws and regulations.

Categories of personal information includes personal information and sensitive personal information, and the method of processing includes the collection, storage, use, processing, transmission, provision, disclosure and deletion, etc. of personal information.

Our Group operates data center facilities with data centers housed in each of three key regions – North America (USA and Canada), EMEA (UK and Ireland), and APAC (Australia). In such facilitates, Group

owned systems are housed in secured areas to which no other parties have physical or logical access. You may exercise your rights in activities in connection with processing of your Personal Information to the overseas recipient according to the law via [privacycoordinator@marsh.com](mailto:privacycoordinator@marsh.com).

### **Personal Information Subject's Rights of Access and Correction**

8. Personal Information Subject has the right to request access to and correction of personal information held by MARSH as provided by client and may:
  - 8.1 check whether MARSH holds or uses Personal Information and request access or copy to such data;
  - 8.2 request that MARSH correct or supplement any of Personal Information that is inaccurate, incomplete or out-of-date;
  - 8.3 request that Marsh delete such Personal Information;
  - 8.4 request that MARSH specify or explain its policies and procedures in relation to data and types of Personal Information handled by MARSH;
  - 8.5 decide, restrict and refuse to any processing of Personal Information; Communicate to MARSH refusal to the use of Personal Information for marketing purposes whereupon MARSH will not use Personal Information for these purposes;
  - 8.6 request that MARSH transmit personal information to a designated personal information processor; and
  - 8.7 withdraw, in full or in part, consent given previously,

When exercising the above rights, Personal Information Subject shall contact client first, and ask the relevant personnel of client to contact us.

In each case subject to any applicable legal restrictions, contractual conditions, reasonable internal policies/procedures, a reasonable time period (in accordance with applicable laws) as well as, in the case of an access request, a reasonable fee (where permitted under applicable laws and as MARSH may notify client in writing upon receipt of request) may be charged to client.

9. We will retain personal information for the period required to achieve the purposes stated in the Agreement, unless the retention period needs to be extended in accordance with legal requirements or client's requirements. The retention period may vary based on the purpose of processing and related services.
10. Written requests for access to Personal Information or correction and/or deletion of Personal Information or for information regarding policies and procedures and types of Personal Information

handled by MARSH may be sent to [privacycoordinator@marsh.com](mailto:privacycoordinator@marsh.com).