



GENERAL TERMS OF ENGAGEMENT

MARSH PHILIPPINES

This Agreement and the cover letter of engagement set out the terms under which Marsh Philippines, Inc. ("Marsh" or "we") provide our services to you and supersede and replace any previous agreements containing the same or similar subject matter. These terms may only be varied by written agreement with you (unless superseded by future amended terms of business issued by Marsh and accepted by you).

ABOUT MARSH

Marsh is licensed and regulated by the Philippine Insurance Commission (IC). You can see the details of our authorization by visiting the IC website <http://www.insurance.gov.ph/>

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's professional judgment those services are necessary or appropriate.

1 OUR SERVICES

Marketing and Placement Services

The Services Marsh may perform are:

- gather information from you to enable us to obtain insurance quotes from the insurance market;
- provide the quotes obtained from the insurance market to you;
- upon receipt of instructions from you, to place the cover as instructed;
- assist you to lodge claims and where requested negotiate claims settlements;
- any other services that Marsh has specifically agreed in writing to perform.

The above Services relate only to the policies of insurance and periods that Marsh has agreed to act on your behalf in writing and no others.

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.

Consulting and Risk Management and Administration Services

Marsh will, if required by you and agreed by Marsh, provide 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 by you and agreed by Marsh, provide the Health and Wellness Consulting and Risk Management services described in Appendix B and charge separately for these services.

Employee Health Benefits Administration Services

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

2 MARKET SECURITY - We will offer to place your policy with insurers which are regulated by the Philippine Insurance Commission (IC) and required to comply with all laws of the Philippines, 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.

3 DISCLOSURE OF INFORMATION - You must disclose to us and/or your insurers all information which is material to your requirements for cover or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover. We will not be responsible for any consequences which may arise from any delay or failure by you to do so. Failure to make such disclosure could result in the policy being rendered void, so that claims may 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 your policy has been incepted must also be notified to us and your insurers.

The same duty is owed to the insurer before renewal, extension, variation or reinstatement of a 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 are responsible for the accuracy of all information given to Marsh. While Marsh may assist you with the completion of proposals, claim forms or other documents relating to the Services, Marsh does not accept responsibility for the accuracy of any answers, statements or information, nor can we sign any document on your behalf.

4 CLAIMS - You are responsible for notifying all claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy, you should familiarize 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.** False or exaggerated claims information can result in severe consequences including denial of a claim and avoidance of the policy.

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.

5 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.

6 REMUNERATION - Subject to any more specific term separately agreed in writing, our remuneration is based on brokerage which is payable out of premium paid by you and allowed by the insurers with whom your cover is arranged. On occasions, we may be remunerated by both
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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 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 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 inflation index published by the Philippine Statistics Authority upon each annual anniversary of this Engagement.

WEB PLACEMENTS AND FACILITIES

Marsh may place your insurance policies through a facility set up by Marsh (and/or other members of the Marsh Group) with selected insurers and/or an internet based system developed by Marsh Group which allows for the efficient transfer of underwriting information to a panel of insurers competing for business and the ability to issue policy documentation on line. Marsh (and/or other members of the Marsh Group) may be remunerated by a fee paid by the participating insurers for the use of the facility and/or the Marsh Group developed internet based system.

7 TERMINATION - Our engagement may be terminated by either party giving ninety (90) days written notice or by mutual agreement between the parties. On receiving termination notice, Marsh will immediately withdraw from all negotiations, including but not limited to renewal negotiations of policies expiring in the notice period. Unless otherwise agreed in writing, Marsh will cease to manage your claims.

8 LIMITATION OF LIABILITY - The maximum aggregate liability of Marsh and any other member of the Marsh Group relating to or arising out of the services provided under this Agreement and any other agreement relating to the provision of services to you shall not exceed One Million pesos (Php 1 Million).

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

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limited.

9 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 reasonably necessary to provide our Services and 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. Kindly provide **each person providing us with personal information** with a copy of the Personal Information Collection Statement set out in Appendix D to this Agreement ("PICS") and arrange for them to execute and return the same to us or alternatively, confirm to us that you have obtained all required consents to transfer their personal data to us for processing. Should you fail to return the PICS to us duly signed by relevant personnel, you will be deemed to have obtained all required consents to transfer personal information to us for processing once you have transferred any personal information to us.

10 DOCUMENT RETENTION - Marsh may retain documents for business effected on your behalf in electronic form 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. This includes any obligation for the provider 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 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.

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.

11 DATA PROTECTION AND DATA SECURITY –

You and Marsh will observe the provisions of any data protection or privacy legislation as applicable from time to time. This includes any obligation for the provider 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 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.

Marsh believes that all personal data it requests is necessary to provide its Services and for client relationship management. Personal data will generally be kept confidential but you consent and authorize Marsh to provide or disclose your personal data for general Servicing purposes including placement, renewal, research, benchmarking and statistical analysis, credit assessment and crime prevention. Arranging insurance or providing claims services may involve certain disclosures of personal data 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 data 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 a de-identified basis, information relating to your insurance program in benchmarking, modelling and other analytics offerings. 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 programmes 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.

Where applicable or permitted under the law, Marsh may share with prospective insurers information about your upcoming insurance renewals to help insurers identify opportunities to compete for risk. Marsh shares the information as part of its insurer consulting offering, which is designed to help insurers expand their own offerings and create superior solutions for Marsh clients. For more information, please visit <https://www.marsh.com>

Depending on the circumstances, the disclosure of personal data to any of the above may involve a transfer outside of the Philippines.

12 USE FOR MARKETING PURPOSES - We may use, analyze 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 the Philippines) 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.

13 ASSIGNMENT AND TRANSFER - We may at any time assign or transfer or deal 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 of the Marsh Group.

14 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 Philippines) 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 organizations 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.

15 GOVERNING LAW AND DISPUTE RESOLUTION - This Agreement which sets out the terms of our relationship with you, will be governed by and construed in accordance with Laws of the Philippines.

The parties will attempt in good faith to negotiate a settlement of any dispute or matter of whatever nature between them arising out of or in connection with this Agreement. Any dispute or matter not resolved within 60 days after the commencement of negotiations or such other period as the parties may all agree in writing shall be referred to the Philippine Dispute Resolution Center Inc. (PDRCI) and finally resolved by arbitration in the Philippines in accordance with the PDRCI Rules in force at the date of commencement of arbitration, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1), the arbitrator having not less than ten years' experience as an officer of an insurance company or insurance intermediary or as solicitor or barrister or attorney practicing in insurance law. Parties shall agree on the arbitrator, where failing

agreement within 30 days of the commencement of arbitration, the arbitrator shall be appointed by the chairman of PDRCI. The seat, or legal place, of arbitration shall be the Philippines and the language to be used in the arbitration shall be English.

16 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.

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 analyzing 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
Allocating of Flex Points/Dollars 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

Client and Client's Employees Personal Information Collection Statement

1. It is often necessary for our current or prospective individual clients, or, where our clients are corporate or business entities, their individual representatives and employees (collectively referred to as "clients" and otherwise referred to as "client", "you" or "your") to provide to **Marsh Philippines, Inc.*** (hereinafter referred to as "MARSH", "we", "our" or "us", and references to Marsh include the appropriate Marsh Affiliate(s)) personally identifiable data about yourselves ("**Personal Information**") 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 you or other parties 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. Such Personal Information may be subject to applicable data protection, privacy and other similar laws and may include 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.

When you provide MARSH with Personal Information relating to your employees, dependents and/or other individuals that you represent, you 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 you to obtain any required consent(s) in respect of the transfer of information to MARSH by the provider or any third party relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws and (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.

2. Personal Information you provide 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);
 - 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).
3. MARSH may provide or disclose this Personal Information to its Affiliates for the purposes stated in paragraph 2 above.

Collection and Disclosure

4. Personal Information provided to MARSH will generally be kept confidential but you hereby consent and authorize MARSH to collect, provide or disclose your Personal Information for the purposes stated in paragraph 2 above from or to:
- 4.1 any person to whom MARSH is compelled or required to do so under law or in response to a competent or government agency;
 - 4.2 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),
 - 4.3 Marsh's Affiliates;
 - 4.4 government agencies and industry regulators;
 - 4.5 MARSH's auditors, accountants, lawyers or other financial or professional advisers; and
 - 4.6 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.
 - 4.7 such person(s) as you may instruct or require.
5. You further consent to provide, and for your employer, insurer(s), health maintenance organizations, agents and/or third party service or product provider(s) to provide to MARSH your Personal Information for the purposes set out in paragraph 2 above.
6. Failure to provide such Personal information may result in MARSH being unable to provide clients and you with the services and/or products requested.

Safeguards

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

Data Transfer

8. Where MARSH considers it necessary or appropriate for the purposes of data storage or processing or providing any service or product on our behalf to you, we may transfer your Personal Information to an Affiliate or third party service or product providers within or outside the country in which MARSH is established, under conditions of confidentiality and similar levels of security safeguards.

Your Rights of Access and Correction

9. You have the right to request access to and correction of information about you held by MARSH and you may:
- 9.1 check whether MARSH holds or uses your Personal Information and request access to such data;
 - 9.2 request that MARSH correct any of your Personal Information that is inaccurate, incomplete or out-of-date;
 - 9.3 request that MARSH specify or explain its policies and procedures in relation to data and types of Personal Information handled by MARSH; and
 - 9.4 communicate to MARSH your objection to the use of your Personal Information for marketing purposes whereupon MARSH will not use your Personal Information for these purposes; and
 - 9.5 withdraw, in full or in part, your consent given previously,
- 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 you in writing upon receipt of your request).
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 dataprivacycoordinator@marsh.com

I have fully read and understood the terms and conditions set out in the Personal Information Collection Statement and consent to the collection, use, transfer and processing of my Personal Information in accordance with the terms of this Personal Information Collection Statement.

Name of Client Company:

Name of Employee:

Date:



Marsh Philippines, Inc.

20/F Net Lima Building, 5th Avenue
Cor. 26th Street, Bonifacio Global City
1634 Taguig City, Philippines

Telephone: 632 902 3000

Fax: 632 902 3280