

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 contacting 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.