

Marsh China Privacy Notice

Marsh commits to comply with the Cybersecurity Law of the P.R.C., the Personal Information Protection Law of the P.R.C. and other applicable laws and regulations in relation to personal information protection, and takes all reasonable and practical measures to safeguard your personal information from unauthorized or illegal access, processing or use during collection, storage, use, processing, transfer, provision, disclosure and/or deletion, etc. (hereinafter referred to as “**processing**” or “**process**”). This Policy is intended to inform you of your and Marsh’s rights and obligations in processing of your personal information, and to specify the purpose, method and scope of processing of such personal information.

1. It is often necessary for our current or prospective clients, including individual clients, corporate or business entities (collectively referred to as “**Client**”), to provide Marsh (hereinafter referred to as “**Marsh**”, “**we**”, “**our**” or “**us**”) with data about yourselves, your representatives or your dependents (hereinafter referred to as “**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.
 - 1.1 We process Personal Information of Client, Client’s representatives or Client’s employees and/or their dependents provided by Client or any third parties on behalf of Client in accordance with Client’s authorization, instruction or any agreements executed by and between Client and us. The purpose and method of processing such Personal Information is solely determined by Client.
 - 1.2 When Client provides Marsh of Personal Information relating to Client, Client’s representatives, Client’s employees and/or their dependents or other individuals (hereinafter as “**Data Subject**”), Client is obligated to comply with its obligations arising from applicable data protection or privacy laws in force from time to time, including but not limited to (i) any obligation for Client to ensure the information that relates to an identified or identifiable individual and is subject to applicable data protection, privacy or other similar laws provided to us by Client or any third party on behalf of Client is legitimate and Client has obtained all necessary consents from Data Subject in respect of such transfer to Marsh; (ii) any obligation for Client to notify Data Subject of Marsh’s obligations of processing of Personal Information as necessary to carry out our obligations under services and/or potential services of Marsh; and (iii) any obligation for Client to safeguard the rights of Data Subject to access, correct, and delete its Personal Information.
 - 1.3 The Personal Information as mentioned above that is subject to applicable data protection, privacy and other similar laws may include: (i) Client’s business data, specifically all data, text, image information and materials provided by Client to us in any format, which may include Personal Information of Data Subject, such as copies and other details of identity documents, address and other contact details, religious, political stand, information concerning age, marital status, racial or ethnic origin, education, heredity, 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) Data Subject's name, photo, gender, identity document, mobile phone number, telephone number, email address, job position, job rank, title, department, fax number, etc. provided by Client or relating to Client.

- 1.4 Marsh values the protection of personal information of minors. According to relevant laws and regulations, Marsh will only process the information of children under the age of 14 provided by you with your consent as a parent or guardian. Failure to provide such children's personal information may result in Marsh being unable to provide Client or you with the services and/or products requested.

2. Personal Information 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 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 Marsh's services and products (including those provided by Marsh, other members of the Marsh & McLennan Group and selected third parties for the purpose of improving our services). By having obtained Data Subject's consent, Client hereby authorize and consent Marsh to process Personal Information provided by Client for conducting such marketing and profiling activities as mentioned hereinbefore during or after the service period;
 - 2.5 conducting necessary and appropriate credit assessments and other background checks against Client;
 - 2.6 Marsh's necessary internal record-keeping;
 - 2.7 collection of outstanding payments from Client;
 - 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 any member of the Marsh & McLennan Group; and
 - 2.10 purposes relating to any of the above (including but not limited to necessary research, benchmarking and statistical analysis conducted to improve Marsh's services and products. We will safeguard Personal Information of Client and Data Subject in security on de-identification basis or via other reasonable measures).

3. Disclosure. Personal Information provided by Client to Marsh will generally be kept confidential but Client hereby consent and authorize Marsh to provide or disclose such Personal Information to the necessary extent for the purposes stated in paragraph 2 above 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 members of the Marsh & McLennan Group and their affiliates;
 - 3.4 government agencies and industry regulators;
 - 3.5 Marsh's auditors, accountants, lawyers or other financial or professional advisers;
 - 3.6 other necessary and appropriate sub-contractors or third party service or product providers for the purposes stated in paragraph 2 above and paragraph 7 below; and
 - 3.7 other persons as Client may instruct or require.
4. You as Data Subject hereby further consent to provide, and consent and authorize your employer (i.e., Client), insurance companies, health maintenance organizations, agents and/or third party service or product providers to provide to Marsh your Personal Information for the purposes stated in paragraph 2 above.
 5. Failure to provide such Personal information may result in Marsh being unable to provide Clients or you with the services and/or products requested.
 6. Safeguards. We confirms that we have 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.
 7. Data Transfer/Cross Border Transfer. Where necessary or appropriate for the purposes of data storage or processing or providing you with any service or product, we may transfer Personal Information to third party service or product providers or to another member of the Marsh & McLennan Group within or outside the country in which Marsh is established (including but not limited to Australia and U.S.).

Before we provide your Personal Information outside the territory of China, we will meet the applicable requirements of laws and regulations of the P.R.C. on cross-border transfer of personal information and will require overseas recipients to protect your Personal Information at the levels not lower than those required by applicable laws and regulations of the P.R.C.

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 facilities, 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.

8. Your Rights of Access and Correction. You as Data Subject have rights to request access to and correction of information about you held by Marsh and you may:
 - 8.1 check whether Marsh holds or uses your Personal Information and request access to or copy of such data;
 - 8.2 request Marsh to correct or supplement any of your Personal Information that is inaccurate, incomplete or out-of-date;
 - 8.3 request Marsh to specify or explain its policies and procedures in relation to data and types of personal information handled by Marsh;
 - 8.4 communicate to Marsh your decision, restriction or objection to the processing of your Personal Data or your objection to the use of your Personal Information for marketing purposes whereupon Marsh will not use your Personal Information for these purposes;
 - 8.5 request Marsh to delete your Personal Information; However, if deleting such your Personal Information is technically difficult to achieve, Marsh will stop processing in addition to storing such your Personal Information by taking necessary security measures;
 - 8.6 request Marsh to transmit your Personal Information to a designated personal information processor; and
 - 8.7 withdraw, in full or in part, your consent given previously.

When you exercise the rights above, please contact your company or organization/your employer first, and ask the relevant personnel of your company or organization/your employer 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 a request raised by you as mentioned above, a reasonable fee may be charged (where permitted under applicable laws and as Marsh may notify you in writing upon receipt of your request).

9. We may retain your Personal Information for the period required to achieve the purposes stated herein, unless the retention period may be extended in accordance with laws or your requirements. The retention period may vary based on the purpose of processing and the nature of services.
10. The person to whom 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 is:

Email: privacycoordinator@marsh.com