

Commercial Risk Solutions, Health and Affinity (ASIA) – Terms of Business Agreement – INDIA (Version April 2024)**TERMS OF BUSINESS**

Global Insurance Brokers Pvt Ltd (An Aon Company) (“GIB”, “we”, “us”, “our”) aims to provide you with insurance products and services that protect and enhance your business. To help us achieve this, it is important to understand what we do as your insurance broker.

These terms of business (“**Terms of Business**”), together with the Engagement Letter, set out the basis upon which we agree to provide services to you.

These Terms of Business shall apply to you and your Related Parties. You warrant that you have authority to agree and enter into these Terms of Business on behalf of your Related Parties.

For your own benefit and protection you should read these Terms of Business carefully and ensure that you understand each of them. If you have any questions about these Terms of Business please raise them with us immediately.

Dealing with us in the usual course of business (including but not limited to the provision of instructions to us, the acceptance of policy documents from us, the payment of any invoice that we render to you or otherwise) constitutes your acceptance of all of these Terms of Business.

In these Terms of Business:

“**Aon Group**” means the Aon group of entities worldwide, being Aon PLC, our ultimate parent company, and all its subsidiaries, related/associated companies, affiliates as well as joint ventures of such subsidiaries, related/associated companies and affiliates.

“**Engagement Letter**” means the document/email enclosing or referring to these Terms of Business and recording our engagement by you for the purpose of delivering the Services, and as may be amended by you and GIB in writing together with any subsequent document/email that (with the agreement of the parties) supplements or varies the provisions of the first-mentioned document/email;

“**insurer**” includes references to “reinsurer” (as appropriate).

“**insurer**” includes an insurer, reinsurer or underwriting agency; and

“**Related Parties**” means your affiliates (and includes your ultimate parent company, and all its subsidiaries, related/associated companies, as well as joint ventures of such subsidiaries or related/associated companies), your agents and/or natural persons (including employees), that are beneficiaries or recipients of the Services provided by us.

1 Our Services:

- 1.1 The services (“**Services**”) that we will provide you are those services which we have agreed in writing with you and such additional services as we may further agree with you in writing from time to time.
- 1.2 We will:
 - (a) perform the Services with reasonable care and skill; and
 - (b) in our dealings with you, comply with all applicable laws and regulations.
- 1.3 We reserve the right, at our sole discretion, to assign, transfer or sub-contract any part or the whole of our rights and obligations (including the performance of the Services or any part thereof) hereunder to any other entities of the GIB Group.

2 Information Obligations:

- 2.1 You must provide accurate, complete and timely information to enable us to perform the Services and to make a fair presentation of the risk to your insurers. You must comply with your legal duty to disclose all material facts when entering into a contract of insurance. You accept full responsibility for the accuracy of the information provided and appreciate that we will rely on the accuracy and completeness of the information you provide in providing the Services and arranging your insurances. Failure to provide all relevant information as described herein (collectively, “**Relevant Information**”) may prejudice your rights under a contract of insurance.
- 2.2 You must carefully review all documents we give you (including policies and endorsements) and advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.
- 2.3 Should a circumstance, event or loss occur which could result in you making a claim, you should advise us of the details (“**Claims Information**”) as soon as possible and within the time required under your contract of insurance. Failure to advise an insurer of such a circumstance, event or loss could prejudice your rights under your contract of insurance.

3 No Insurer Guarantee:

As your broker, we are not the insurer of any risk and we cannot guarantee the availability or price of insurance for your particular risks. We do not in any way guarantee the solvency of insurers. The final choice of insurer remains with you.

4 No GIB Liability For Third Party Intermediaries:

If, at your request, an intermediary that is not affiliated with GIB is also used in any way in arranging any insurance you agree as follows:

- GIB has no liability for any failure or refusal by that intermediary to disclose any remuneration;
- GIB has no liability for any act, error or omission by that intermediary or its directors or officers; and
- remuneration earned by that intermediary is separate from and in addition to remuneration earned by any Aon Group entity.

5 Premium And Other Payments:

- 5.1 Unless otherwise agreed in writing, you must pay all premium, fees, charges, our reasonable out of pocket expenses and any other sums to which we are entitled to be paid in respect of the provision of the Services, including any taxes payable on any of the foregoing, before the inception of your insurance policy.
- 5.2 We will advise you if insurers have imposed a premium payment warranty or condition which may give the insurer the right to cancel your insurance policy if you fail to pay within the time specified. Please contact us immediately if you are unable to comply with a premium payment warranty or condition.

6 Incorrect Premium Calculations:

We make every effort to correctly determine the premium and (if applicable) statutory charges that apply to your insurance. However, occasionally errors can occur, for example, where we make an unintentional error or because a third party advises us of the wrong amount. Please note that we retain the right to correct any such error and you agree, to the extent permitted by law, not to hold GIB responsible for any loss you may suffer as a result of the error and its correction.

7 Selected Products:

As Asia's leading insurance broker, we have many clients in similar businesses and situations with similar risks, needs and interests. For these groups, we periodically review, select, design and/or develop products which we believe are suited to cater to the general risks, needs and interests of clients falling within these groups (“**Selected Product**”). In each case, we undertake an assessment to ensure that we provide the most appropriate solution for the insured. Therefore, where we believe a Selected Product is suitable for you, we will recommend only that product, rather than survey the market for alternative insurance products. Whilst we believe our Selected Products will, in most cases, offer additional benefits to our selected clients, GIB cannot and does not guarantee that in each and every case, the Selected Product will offer the best possible terms for every client for whom it is selected.

8 Self-Satisfaction of Suitability for Selected Products:

You should only apply for and obtain a Selected Product if you decide it is suitable taking into account your own risks and needs. Accordingly, you should consider carefully whether the Selected Product in question is suitable for you. Your agreement to proceed to purchase a Selected Product shall constitute your consent and confirmation that the Selected Product is suitable for your risks and needs and that you understand that the Selected Product is designed and selected to suit the general attributes of a particular group to which you belong.

9 Conflicts Of Interest And Confidentiality:**9.1 Honesty And Fairness:**

We treat our clients honestly and fairly. In circumstances where conflicts of interest arise, we manage such conflicts so that they do not materially affect the quality of the Services we provide to you. We do this in a variety of ways including the following:

- We maintain clear separation between different parts of our business where association could lead to conflicts arising.
- We strongly promote our values, which include openness, trust, and integrity.
- We have staff dedicated to monitoring compliance.

9.2 Confidential Information:

We will keep all information received from you confidential, and use it solely for the purpose of performing the Services. However, our confidentiality obligation does not apply:

- where you have given permission for us to disclose the information;
- where disclosure is required to satisfy legal obligations or regulatory requirements;
- where disclosure is reasonably required to carry out the Services (for example providing information to current or prospective insurers);
- where such information is in the public domain; or
- where the information is lawfully in our possession at the time it is communicated to us.

We will put in place such arrangements as we see fit in order to ensure that the confidentiality of the information is maintained.

9.3 Other Clients:

Provided we keep your information confidential in accordance with these Terms of Business, you agree that we (and any other company in the Aon Group) may act for your competitors and for other clients whose interests are or may be opposed to yours.

In addition, you agree that we will not be under any obligation to disclose to you any information in respect of which we owe a duty of confidentiality to another client.

9.4 Clients Involved In Competitive Situations:

We have an extensive client base which means that there are often situations where two or more clients may be competing for the same project or acquisition or one client may be a seller and another client a buyer or bidder.

Where this is or could become the case, we deal with each client in a way that ensures that our service is not in any way impaired and that each client's confidential information is kept strictly confidential. We will put in place such arrangements as we see fit in order to ensure that the confidentiality of your information is maintained.

10 Remuneration:

10.1 You acknowledge and understand that we are part of the Aon Group which is a large financial and professional services group of companies, and that there are entities within the Aon Group that may earn and retain remuneration in connection with Insurance which we place for you, including but not limited to the following examples:

- (a) The Aon Group has separate reinsurance broking entities that arrange reinsurance for insurers. In some cases an insurer may ask an entity within the Aon Group to arrange reinsurance in respect of Insurance purchased by you, in which case that entity may also earn commission or other remuneration.
- (b) The Aon Group has separate specialist broking entities that arrange insurance placements into major insurance markets, acting as wholesale brokers. Such entities may assist us in accessing, negotiating, placing, or procuring Insurance in such markets. If this is the case, they may also earn commission or other remuneration.
- (c) GIB and other entities within the Aon Group provide various consulting and other services for insurers from time to time. They may earn commission or other remuneration from these services.
- (d) GIB or other entities within the Aon Group may be entitled to receive remuneration from third parties (whether in relation to the Insurances placed pursuant to the Services or otherwise), including insurers, due to contingencies, overrides, bonus commissions, and/or administrative expense reimbursements.

11 Privacy:

11.1 To the extent that any personal data is processed by the Parties pursuant to these Terms of Business, each Party will observe all applicable requirements of DP Laws and the terms of the data protection schedule ("**DP Schedule**") to these Terms of Business shall apply.

12 Collection And Use Of Corporate Client Information:

- 12.1 GIB gathers data containing information about its corporate clients and their insurance placements, including, but not limited to, names, industry codes, policy types, premium and policy expiration dates, as well as information about the insurance companies that provide coverage to its clients or compete for its clients' insurance placements.
- 12.2 This information is maintained in one or more databases, including Aon's Global Risk Insight Platform (GRIP) and The Benefit Solution (TBS) databases, developed by GIB to help insurance companies strengthen their value proposition to clients, and with a focus on creating distinctive value for clients. In addition to being used to process the affairs of clients in the execution of insurance broking services, these databases may be accessed by Aon affiliates for other purposes. This information may also be provided, for example as part of Aon's GRIP or TBS services, to insurance companies as part of consulting and other services for which members of the Aon Group may earn compensation.
- 12.3 Due to the global nature of services provided by the Aon Group, information you may provide may be transmitted, used, stored and otherwise processed outside the country where you submitted the information.
- 12.4 Please be reminded that you should not be providing or disclosing any information or documentation in contravention of the Indian Official Secrets Act, 1923 and/or any other confidentiality obligations which you may be subject to pursuant to any relevant statutes applicable to you (collectively, "Confidentiality Legislation"). You may only communicate or transmit any information or document which is subject to any Confidentiality Legislation to us upon informing us in writing prior to your communication or transmission of such information or document to us and if you are duly authorised to do so. You warrant, represent and undertake that any such communication or transmission is made in compliance with all relevant legal and regulatory requirements. We will not be held responsible for any collection, use or disclosure of any information or documentation deemed to be secret or confidential under any Confidentiality Legislation in the event that any such information or documentation is provided by you to us.
- 12.5 If you have any questions about Aon Group's data processing, please contact your GIB Relationship Manager.

13 GIB's File Retention Policy:

- 13.1 We hold paperwork and correspondence regarding your risk and insurance matters for at least nine years, or longer if you instruct us to do so in writing. After this period we will arrange for the file to be destroyed. Please note that we will not consult you before destroying this information.
- 13.2 Please tell us in writing before the end of the seven-year period if you want us to keep our files for a longer period. We will extend the time as requested but may charge you a reasonable storage and administration fee.

14 Third Parties:

- 14.1 Any advice, report or information that we (including any other member(s) of the Aon Group) provide is given solely for your benefit and cannot be given to or relied upon by any third party (including your Related Parties, employees and/or agents in their own capacities and any beneficiaries thereof) without our prior written consent.
- 14.2 The Services are solely for your benefit and nothing herein shall be construed as conferring any rights upon or duties toward any other person or entity (including your Related Parties, employees and/or agents in their own capacities and any beneficiaries thereof).
- 14.3 If you are obliged to procure insurance to meet a contractual obligation, you must take your own legal advice on whether the insurance that we recommend satisfies that obligation. GIB cannot give such legal advice and you irrevocably warrant that you will not seek or rely upon any advice from GIB on such matters for any purpose at any time.
- 14.4 These Terms of Business do not create or confer any rights or benefits enforceable by any person not a party to it within the meaning of the Indian Contract Act, 1872 except entities of Aon Group and persons who are permitted successors or assignees of the rights or benefits of these Terms of Business may enforce such rights or benefits.

15 Limitation Of Liability:

- 15.1 We will provide the Services with reasonable care and skill.
- 15.2 All representations (whether express or implied) and all other implied conditions, warranties and terms as to the provision of the Services are otherwise excluded to the extent permitted by law.
- 15.3 To the extent permitted by law, we and the other entities within the Aon Group will not be responsible or liable for:
 - any consequential, incidental, indirect or special damage or loss of any kind;
 - the supply, by you or others on your behalf, of incorrect or incomplete information (including information that we may use to calculate the premiums and other charges relevant to your insurance);
 - the failure by you or others on your behalf to supply appropriate, relevant or timely information, including Relevant Information and Claims Information;
 - a failure by you or others on your behalf to act on our advice or to respond promptly to any communications from us or any insurer; or
 - the default, negligence, or lack of care on the part of any person other than ourselves.
- 15.4 Our liability (including interest and costs) and the liability of all other entities within the Aon Group in respect of any and all claims howsoever arising, under or in connection with each statement of work made between us in relation to our Services or in connection with an insurance policy placed by us, shall be limited (to the extent permitted by law) to our fee received under such statement of work or the commission received in respect of such policy placed by us in the total aggregate during the 12 months preceding the subject claim ("**Liability Limitation**").
- 15.5 For the avoidance of doubt, the Liability Limitation also applies to (a) claims and liabilities asserted by your Related Parties against Aon; (b) claims and liabilities asserted by your Related Parties against the Aon Group; and (c) claims and liabilities asserted by you against the Aon Group, so that the total of all such claims combined cannot exceed the Liability Limitation.
- 15.6 We do not limit our liability in respect of fraud or intentional misconduct by us.
- 15.7 To the fullest extent permitted by law, where any claim or loss arises partly due to an error or omission by us and partly due to an error or omission by you (including one of your Related Parties, employees and/or agents), you will indemnify us for all damage and loss arising from the error or omission by you (including your Related Parties, employees, agents and/or beneficiaries).

16 Intellectual Property:

- 16.1 We retain current and future rights and title in all copyright, patents, trade marks or rights in databases, inventions or trade secrets, know-how, trade and business names, domain names, marks and devices (whether or not registered) and other proprietary rights relating to intellectual property and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world including without limitation intellectual property rights in our knowledge, ideas, concepts, materials, programmes, documentation, models, studies and methodologies and technology used, acquired or developed in the course of providing the Services ("**Intellectual Property Rights**").
- 16.2 You acknowledge that we are in the business of providing similar services to other clients and that we may be utilising the Intellectual Property Rights in servicing other clients. Notwithstanding the foregoing, we will keep your confidential information confidential in accordance with these Terms of Business.

17 Reviewing Documents:

You are responsible for reviewing all contract documents, endorsements and other insurance documents. You must notify us as soon as possible of anything that you believe is not in accordance with your instructions or coverage needs.

18 Coverage Summaries:

When we provide coverage summaries or reports, these are for your

information only. Coverage summaries and reports (however called) do not include all relevant terms of your insurance cover. You should always review the actual insurance contract documents. We do not provide any translations of insurance contracts and/or documents. Any translations will attract an additional fee and we will not be liable for the accuracy or completeness or appropriateness of any translations we agree to procure or provide. Any translations provided by us are for your reference and information only.

19 Selecting Sums and Limits:

You are responsible for selecting and checking sums insured, contract terms and contract limits. You must ensure that these are sufficient to meet your requirements. You must let us know in writing if you would like to increase or modify your insurance cover in any way.

20 No Legal Advice:

We are not responsible for providing or recommending any legal, accounting, taxation, regulatory, or other specialist advices. You must assess whether you require such specialist advices and seek them from appropriate professionals if you do.

21 No responsibility for Work Done by Other Brokers/Service Providers:

Unless specifically agreed in writing, we are not responsible for and will not review insurance policies we did not place for you or other work done before we became your insurance broker.

22 Change of Terms of Business:

We may, at any time, vary, modify, add to or delete the terms and conditions of these Terms of Business and we will notify you of any such changes within 30 days. If you continue to deal with us in the usual course of business (by providing us with instructions, accepting policy documents from us or otherwise) after receipt of such notification, you will be deemed to have accepted such changes without reservation.

23 Force Majeure:

We are not liable for failure or delay where it is due to causes outside our reasonable control.

24 Termination And Policy Cancellation:

24.1 Either party can terminate these Terms of Business by providing the other party with 60 days' written notice of termination.

24.2 You agree that:

- we shall have earned the entire remuneration to be earned by us for each annual period (or such other period agreed in writing between us) of the term of these Terms of Business as of the date of commencement of the Services and that such remuneration shall be due and payable to us notwithstanding any termination of the Services and/or these Terms of Business prior to the expiry of the term of these Terms of Business (or as agreed in writing between us);
- we are entitled to retain all our commission, fees and other remuneration in full in the event of any termination of our Services, these Terms of Business and/or any mid-term cancellation of a policy or future downward adjustment of premium, and we will not refund to you any remuneration received by us; and
- the insurer(s) and us are entitled to offset such remuneration from any premium refund you are entitled to.

24.3 In the event these Terms of Business are terminated for any reason, unless otherwise agreed in writing, all outstanding claims will be transferred to you for your management from the date of termination. If you request us to manage your claims from the date of termination and we agree, we will charge additional fees at our standard rates for the management for such claims.

25 International Trade Restrictions:

25.1 The Aon Group maintains a strict global policy regarding compliance with International Trade Restrictions (the "TR Policy") including, in the United States, those administered by the Office of Foreign Asset Control ("OFAC"). Compliance with the TR Policy is mandatory for all Aon staff worldwide, and no exceptions to the TR Policy are permitted under any circumstances.

25.2 In summary, the TR Policy takes into consideration applicable laws which may expose GIB to the risk of sanctions or other penalties, including those that relate to export controls and designated parties (including parties regarded by OFAC as Specially Designated Nationals). The TR Policy affects, in particular (but not solely), certain transactions related to countries subject to sanction, prohibition or restriction under UN Security Council Resolutions or under other applicable trade or economic sanctions, laws or regulations (collectively known as "Restricted Territories"). The Restricted Territories under the TR Policy may be subject to change in line with international trade restrictions.

25.3 We expect you to carry out appropriate due diligence to ensure your activities are in accordance with all applicable trade restrictions laws and regulations. We do not assume responsibility for your compliance with such requirements. If you become aware that the risk you have (re)insured or are proposing to (re)insure through us, involves a Restricted Territory or any other relevant trade restrictions, you should tell us immediately. Where GIB or the Aon Group becomes aware that an entire transaction is contrary to the TR Policy, then we will be unable to act for the period during which the

transaction is contrary to the TR Policy. If part of a transaction we have been asked to carry out (or have already carried out) would constitute, or constitutes, a breach of the TR Policy, we will not be able to act with respect to that part, whether it involves a placement, renewal, variation of insurance contract, payment, processing, advising, the handling of a claim or any other service for the period during which that part of the transaction is contrary to the TR Policy. We will be able to continue to service any other aspects of the account that do not contravene the TR Policy.

25.4 We will not incur any liability whatsoever to you in the event we rely upon this clause.

26 Entire Agreement:

These Terms of Business, together with the Engagement Letter, constitute the complete agreement between us with respect to the Services and supersede all prior agreements made between us in relation to the Services and no other duties or obligations will be implied.

27 Dispute Resolution And Legal Proceedings:

27.1 Each party irrevocably agrees that the courts of India shall have exclusive jurisdiction to settle any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with these Terms of Business.

27.2 These Terms of Business shall be governed by and construed in accordance with the laws of India.

28 Survival of Obligations:

Clauses 2, 3, 4, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of these Terms of Business shall survive the expiry or termination of these Terms of Business.

DP Schedule

This data protection schedule ("**DP Schedule**") forms part of the Terms of Business between GIB and you (each a "**Party**") and together the "**Parties**") and any applicable Statement of Work (as defined below).

To the extent that the provisions of this DP Schedule conflict with, or are inconsistent with, any provisions in the Terms of Business, the DP Schedule shall prevail.

1. DEFINITIONS AND INTERPRETATION

1.1. In this DP Schedule the following terms shall have the following meanings:
"**Affiliate**" means, with respect to a Party, an entity that is Controlled by, Controlling or in common Control with that Party, where "Control" means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract or otherwise;

"**Agreement Personal Data**" means any personal data (including any personal data of a specific nature) that is transmitted, stored or otherwise processed under or in connection with the Terms of Business;

"**Aon Group**" means the Aon group of entities worldwide, being Aon PLC, Aon's ultimate parent company, and all its subsidiaries, related/associated companies, Affiliates as well as joint ventures of such subsidiaries, related/associated companies and Affiliates;

"**DP Laws**" means any applicable data protection and privacy laws relating to the protection of individuals with regards to the processing of personal information including but not limited to (i) the Digital Personal Data Protection Act 2023; and/or (ii) any corresponding or equivalent national laws or regulations including any amendment, supplement, update, modification to or re-enactment of such laws;

"**Personal Data Breach**" means any unauthorised processing of personal data or accidental disclosure, acquisition, sharing, use, alteration, destruction or loss of access to personal data, that compromises the confidentiality, integrity or availability of personal data;

"**Statement of Work**" means a statement of work, work order, addendum or other document ancillary to the Terms of Business, under which GIB or its Affiliates agree or have agreed to provide services to you or your Affiliates; and

"**Supervisory Authority**" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws.

The terms "**data fiduciary**", "**data principal**", "**data processor**", "**personal data**", "**processing**", and "**sensitive personal data**" shall have the same meanings ascribed to them under the DP Laws.

1.2. Capitalised terms not defined in Clause 1.1 shall have the meaning ascribed to them elsewhere in the Terms of Business.

1.3. Except as modified below, the terms of the Terms of Business shall remain in full force and effect.

2. PROVISIONS APPLICABLE TO CONTROLLER SERVICES

2.1. The Parties envisage that under this DP Schedule, each Party is a separate data fiduciary of the Agreement Personal Data processed for the provision of the services applicable to the Terms of Business listed in Appendix 1 ("**Controller Services**").

2.2. If the Parties or their Affiliates (as applicable) enter into a Statement of Work, under which GIB agrees to provide services to you which:

- (a) are listed in Appendix 1, then the relevant services shall be deemed applicable for the purposes of Appendix 1 from the date of that Statement of Work; or
- (b) are not covered by Appendix 1, then the Parties or their Affiliates (as applicable) may agree in writing to update Appendix 1 to insert details of the relevant services.

2.3. Each Party agrees for its own part that, to the extent that it processes Agreement Personal Data as a separate data fiduciary:

- (a) it will observe all applicable requirements of DP Laws and this DP Schedule in relation to its processing of Agreement Personal Data; and
- (b) all Agreement Personal Data collected or sourced by it or on its behalf for processing in connection with the Terms of Business or which is otherwise provided or made available to the other Party shall have been collected or otherwise obtained in compliance with DP Laws, and shall be allowed to be processed, disclosed and transferred as described in or in connection with the Terms of Business.

2.4. GIB and GIB Affiliates shall process, transfer and disclose personal data as described in GIB's privacy notice in particular for (i) the delivery of the Controller Services; (ii) administration of engagement and general correspondence with you; (iii) screening of individuals associated with you against international sanctioned parties lists; and (iv) aggregation, de-identification and, where feasible, full anonymisation of personal information for benchmarking, market research and data analysis purposes associated with the development of Aon Group's products and services.

2.5. You warrant that you have obtained all necessary consents from the data principals so that all Agreement Personal Data (including sensitive personal data) disclosed by you or which is otherwise provided or made available to GIB may be processed, disclosed and transferred as described in or in connection with this DP Schedule and the Terms of Business.

2.6. The Parties will work together in good faith to ensure information describing the personal data processing activities envisaged by the Terms of Business is made available to relevant data principals, including where necessary your provision of such information to data principals on GIB's behalf.

2.7. Each Party shall implement appropriate technical and organisational security measures in relation to the processing of the Agreement Personal Data under or in connection with the Terms of Business, which shall ensure a level of security appropriate to the risk including, as appropriate, (i) pseudonymisation and encryption; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to the Agreement Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of those measures.

2.8. GIB shall maintain a global data governance framework which mandates strict technical and organisational security measures applicable to the processing of Agreement Personal Data including those relating to, without limitation, access control, data processing, malware protection, security organisation, system configuration and hardening, personnel security, physical security, business continuity plans and disaster recovery and third-party security.

2.9. GIB shall retain the Agreement Personal Data pursuant to its corporate record retention schedules for the purposes of meeting GIB's legal and regulatory obligations and enabling GIB to establish, exercise or defend legal claims.

2.10. If either Party receives any complaint, notice or communication from a Supervisory Authority which relates to the other Party's: (i) processing of the Agreement Personal Data; or (ii) potential failure to comply with DP Laws in respect of the Agreement Personal Data, that Party shall direct the Supervisory Authority to the other Party.

2.11. If a data principal makes a written request to a Party to exercise any of their rights in relation to the Agreement Personal Data that concerns processing of the other Party, that Party shall direct the data principal to that other Party.

2.12. If either Party becomes aware of a Personal Data Breach that requires notification to a Supervisory Authority, it shall notify the other Party without undue delay, and each Party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities and/or to affected data principals.

2.13. The Parties acknowledge that Agreement Personal Data under this DP Schedule may be transferred or otherwise processed or transferred outside of India ("**International Transfer**") provided that such International Transfer is made in compliance with DP Laws, including, if applicable, by adoption of the appropriate international transfer mechanism that effectively complies with DP Laws or other lawful basis permitted by the DP Laws to the extent that such transfers would otherwise be unlawful.

Appendix 1: Controller Services

Description of processing			
Where applicable, Agreement Personal Data is processed for the purposes of providing the Controller Services listed below and is processed for the duration of the Terms of Business. Processing operations may be set out more specifically in the Terms of Business and/or any applicable Statement of Work.			
Solution Line	Service	Type of Personal Data	Categories of Data Principal
Retirement Solutions	Pensions consultancy services: Providing expert professional consultancy to trustees, sponsors and members of a pension schemes in areas such as investment strategy, legislative change, managing and assessing risk, actuarial services, improving the engagement of pension scheme members and retirement options.	<ul style="list-style-type: none"> Basic personal details (name, date of birth) Education & professional experience and affiliations (employment history for pension calculations) Business activities (business activities of the client contacts) Family, lifestyle and social circumstances (dependant details, marital status) Basic employee HR details (date joined company, job title, role, full time or part time status) Health, welfare and absence related data (indication of retirement through ill health, or confirmation a gap in service history is related to maternity leave) Financial details (income details, National Insurance Number) Identification checks and background vetting (for AML checking) Data concerning criminal records (e.g. fund manager details could include a record for insider trading) Data concerning racial or ethnic origin (nationality) 	<ul style="list-style-type: none"> Clients Former and prospective clients Pension scheme members and their beneficiaries Fund managers Business partners Professional advisors
Commercial Risk Solutions and Reinsurance Solutions	(i) Insurance and reinsurance broking and consultancy services and (ii) GIB M&A and Transaction Solutions (AMATS): (i) Advising on insurance and/or reinsurance contracts ("Contracts"), arranging deals in Contracts, making arrangements with a view to transactions in Contracts, dealing as agent in Contracts, and assisting in the administration and performance of Contracts and consulting on risks and insurance and re-insurance claims; (ii) Advising on risk and insurance, risk and insurance due diligence, cyber security consultancy and cyber due diligence, human capital due diligence (pensions, health and benefits, compensation), IP consultancy.	<ul style="list-style-type: none"> Basic personal details (name, address, date of birth, age, gender, nationality) Family, lifestyle and social circumstances Employment and professional qualifications Information on account opening forms Identification and verification data (including images of ID card or passport) Financial details Information about shareholdings where relevant to the insurance Insurance details (type and amount of insurance, details of claim) Medical history where relevant to the services 	<ul style="list-style-type: none"> Insured individuals Claimants Beneficiaries
Health Solutions	Health and benefits consultancy and intermediation services: Consulting on risk and health benefit needs, benefit plan design, governance, broking into insurance markets and ongoing policy administration including claims and medical underwriting. Analysis of plan performance and benchmarking to appropriate comparator groups	<ul style="list-style-type: none"> Basic personal data (name, address, postcode, contact details) Unique identifiers (National Insurance Number or payroll number) Demographic information (date of birth, age, gender, marital status) Employment information (date of hire, employment status, pay history, tax withholding information, date of termination) Benefits program participation and cover information (benefit elections, pension entitlement information, beneficiary information, claims information, benefit plan account balances or accrued benefits, date of retirement and any relevant matters impacting your benefits such as voluntary contributions, or other adjustments) Financial information (salary, tax code, third party deductions, bonus payments, benefits and entitlement data, national insurance contributions details) Health related data (in relation to life, health, or employee benefits programs sponsored by the client/employer and ill-health early retirement and ill-health reviews to determine the benefits paid to the individuals) 	<ul style="list-style-type: none"> Current and former employees of the Client and those employees' relations and/or nominated beneficiaries