

## Americas Terms of Business Agreement

### Terms of Business Agreement:

Between the member of the Cigna Group (“Cigna”) and the Insurance Intermediary as identified in the Application for Terms of Business – Americas (the “Insurance Intermediary”).

#### 1. Subject Matter

This Agreement sets out the terms upon which Cigna, in its sole discretion, may accept insurance business within the classes specified in the Annex hereto. In proposing such business to Cigna, the Insurance Intermediary confirms it carries on an insurance mediation activity and is registered with the appropriate local regulator in its home states. Unless expressly authorised in writing by Cigna to act as its agent for specified tasks, the Insurance Intermediary acts at all times as agent of the policyholder.

#### 2. Territory and Non-Exclusivity

Subject to compliance by the Insurance Intermediary with the relevant provisions of any applicable legislation in its licensed states and to any other restrictions set out in this Agreement, the territory of this Agreement is the territory aligned to the Insurance Intermediary’s licensed states. Nothing in this Agreement shall restrict Cigna’s freedom to accept business or otherwise deal with any other Insurance Intermediary.

This Agreement also applies to all subsidiaries, affiliates and entities, which are part of the group of the Insurance Intermediary and in which the Insurance Intermediary has a controlling interest.

#### 3. Term

Subject to clause 9 (Termination), this Agreement is for an indefinite term.

#### 4. Rights and Duties of the Parties

Throughout the term of this Agreement:

##### 4.1 The Insurance Intermediary shall:

4.1.1 maintain status and good standing as a registered and Independent Insurance Intermediary under the category “insurance broker” or equivalent category as provided under its home State legislation;

4.1.2 provide to Cigna full details of the Regulator which the Insurance Intermediary is registered with in its home State in order to act as an insurance broker or equivalent; and

4.1.3 comply with all legislative and regulatory requirements and recommendations issued by any competent authority or industry association regarding:

(i) the activity of insurance mediation as set out in the broker’s home State and national rules applicable to the status and activities of an insurance broker or equivalent;

(ii) protection of personal and sensitive data, privacy and client confidentiality. It is expressly agreed that, unless the Insurance Intermediary is authorised by data subjects to process sensitive data, such data will not be disclosed by Cigna to the Insurance Intermediary. Cigna will only disclose summary information;

(iii) anti-money laundering and combating the financing of terrorism;

(iv) prevention, detection and remedying of fraud in insurance;

(v) tax, social security and accounting matters;

(vi) any other specific matters listed in the Annex hereto (if any); and

(vii) the intermediary shall accept the responsibility to manage the brokerage’s users’ passwords to the Cigna site ([www.cignaglobal.com](http://www.cignaglobal.com)) and ensure passwords are changed every 90 days or less. The intermediary shall ensure such passwords are kept confidential and will not be disclosed to any unauthorised personnel;

4.1.4 act in good faith and with diligence in relations with Ca and all third parties and avoid any risk of confusion for such third party regarding its independent status;

4.1.5 where so authorised in writing by Cigna, observe the principles and guidelines for underwriting, selling insurance, handling claims and all other matters related to the insurance business which Cigna from time to time prescribes;

4.1.6 only use documentation, whether contractual or non-contractual and in any form, provided by Cigna and shall ensure that all such documentation, whether required by statute, contract or otherwise, is provided promptly to the policyholder or any other interested party;

4.1.7 ensure that any material information, provided by the policyholder, in accordance with the insurance policy, is promptly communicated to Cigna;

4.1.8 grant access on reasonable notice to its premises and all records as Cigna deems necessary to verify and, as required, update:

(i) the information provided in the Application for Terms of Business - Americas; and

(ii) the terms and conditions of insurance policies contemplated by this Agreement.

Cigna shall exercise such right of access in order to fulfill its prudential obligations and with due respect to the independent status of the Insurance Intermediary;

4.1.9 notify Cigna immediately and in writing:

(i) of any change in its business address; (ii)

of any significant change in the ownership or senior executive management of the Insurance Intermediary or any other material change in the Insurance Intermediary's structure or of any group to which it may belong;

(iii) of the death, bankruptcy, insolvency,

winding up or liquidation of the Insurance Intermediary or of entry into composition with creditors, the appointment of a receiver or administrator or any other equivalent procedure;

(iv) if any owner or member of management of the Insurance Intermediary, or the Insurance Intermediary itself:

(a) is or becomes subject to any regulatory investigation or disciplinary proceedings; or

(b) is or becomes convicted of any criminal offence other than minor motoring offences;

(v) if any terms of business agreement (including any credit facility) with any other insurer is terminated (or facility withdrawn thereunder) due to breach of contract or any other non-default ending of a producer relationship which might become public knowledge or even the issue of a public trial; and

(vi) of any suspension or revocation of authorisation by a competent authority.

4.1.10 fulfill all duties to calculate, declare and settle any insurance premium tax or parafiscal charges relating to Cigna insurance policies and, as required, shall assist Cigna in fulfilling any of its duties in these respects. Cigna shall assume no liability for any insurance premium tax, parafiscal charges, interest, fines or penalties in relation to insurance policies contemplated by this Agreement.

4.1.11 have no power or authority to:

(i) bind Cigna in any way whatsoever;

(ii) collect premiums on behalf of Cigna. If, nevertheless, Cigna has granted a credit facility (as defined in the Annex hereto), and if any premiums are received (whether under such credit facility or for any other reason whatsoever), they will be held by the Insurance Intermediary in a strictly segregated client account and remitted with a full statement of monies due to Cigna at the latest within 15 days of receipt or such other term as may be agreed in writing by Cigna;

(iii) grant or amend cover on behalf of Cigna or commit Cigna by contract or otherwise or impose any liability on Cigna

(iv) alter any document or policy;

(v) negotiate or settle any claim on behalf of Cigna;

(vi) give credit or permit installments in the name of Cigna for premiums; or

(vii) hold any claims or return of premium payments. If, nevertheless, any such claim or payment is held by the Insurance Intermediary for any reason whatsoever, it shall be held in a strictly segregated client account and remitted forthwith to the policyholder, insured or beneficiary as appropriate.

4.1.12 In carrying out its responsibilities under this Agreement, the Insurance Intermediary hereby warrants the Insurance Intermediary shall comply with all laws, rules and regulations applicable to its performance of its obligations under this Agreement and applicable law. The Insurance Intermediary warrants that neither it nor any of its direct or indirect subsidiaries, parent companies or other affiliates, including but not limited to the employees or consultants of any of the foregoing, shall pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee, or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government. By way of clarification, a government official or employee includes employees of regulatory bodies, employees or officials of public international organizations, employees of government-owned institutions such as hospitals and clinics, universities, public utilities, government-owned corporations, schools, convention centers and stadiums. In carrying out its responsibilities under this Agreement the Insurance Intermediary hereby represents and warrants that no payments or transfers of anything of value shall be made which have the purpose or effect of unlawful public or commercial or acceptance of or acquiesce in extortion, kickbacks, or other

unlawful or improper means of obtaining business.

Notwithstanding any provisions to the contrary, Cigna may terminate this Agreement immediately with no liability if

Cigna reasonably believes that the Insurance Intermediary has breached any of the representations and warranties contained in this section. In no event shall Cigna be obligated under this Agreement to take any action or omit to take any action that Cigna believes, in good faith, would cause it to be in violation of any applicable laws, including the Foreign Corrupt Practices Act, U.K. Bribery Act (as applicable) or such other applicable local anti-corruption laws.

4.2 Cigna shall:

4.2.1 act in good faith and with diligence in relations with the Insurance Intermediary and all third parties;

4.2.2 promptly process requests for information, applications and other documents received from the Insurance Intermediary and inform the Insurance Intermediary of any additional information required from it;

4.2.3 pay remuneration to the Insurance Intermediary in accordance with the terms of clause 5 (Remuneration); and

4.2.4 unless otherwise required by law and except any such communications relevant to the policy, refrain from direct communication with clients of the Insurance Intermediary, and from any act which might prejudice the Insurance Intermediary's goodwill.

4.3 The parties shall:

4.3.1 cooperate in the event of requests for information from competent authorities, e.g. audits of the parties' records or other supervisory visits relating to a policyholder's data;

4.3.2 cooperate in the protection of their intellectual property rights, e.g. in relation to trademarks, brands and logos, and shall ensure

that use of any such rights is subject to a license or other appropriate consent of the holder of the rights.

#### 5. Remuneration

Cigna shall pay commission to the Insurance Intermediary on insurance business placed with it and at the rate agreed at inception of the business. The commission will be paid in the currency your client (s) paid their premium and Cigna will issue one commission statement per currency type. A commission statement will be issued to the Insurance Intermediary by Cigna each month ("Commission Statement").

The Commission Statement will include details of the policies for which the Insurance Intermediary is entitled to receive commission that month and the rate of commission applicable to each policy. Cigna may change commission rates on existing policies on one month's written notice of the change to the Insurance Intermediary.

Cigna may set-off any commission payable to the Insurance Intermediary, in respect of any class of insurance business, against any monies whatsoever due to Cigna (or to any company to which Cigna is related). Commission is payable on premiums after deduction of discounts, bonuses, allowances or rebates. When a premium is paid by installment, commission will only be payable as installments are received by Cigna. If any premium, or part of any premium, is, by reason of cancellation of the insurance or otherwise, returned to the policyholder, the amount of commission attributable to such premium shall be immediately repaid to Cigna by the Insurance Intermediary or recovered by set-off.

Commission shall not be payable on insurance business originated or renewed by the Insurance Intermediary:

- (i) following notice of cancellation or termination of the relevant policy;
- (ii) if the business is transferred for any reason from the Insurance Intermediary; or
- (iii) if the Insurance Intermediary becomes subject to an insolvency or any other procedure

set out in clause 9 (Termination).

Where the Insurance Intermediary is not licensed to conduct business in the European Union, Commission is only payable when either the risk of the insurance business is outside the European Economic Area, or/ and all insurance intermediation activities have taken place outside the European Economic Area.

#### 6. Representations and Warranties

The Insurance Intermediary warrants that it:

- (i) is authorised to carry on its insurance mediation and advisory activity in accordance with its registration and authorisation granted pursuant to the relevant national rules and legislation within the Insurance Intermediary's home state.;
- (ii) has the proper capacity, and its representative has been duly authorised, to enter into and perform this Agreement and that this Agreement does not conflict with any other agreements to which it may be a party;
- (iii) shall procure compliance by its management, employees and all associated parties, e.g. sub-brokers, with the terms of this Agreement.

#### 7. Exclusion of Liability and Indemnification

Cigna shall not be liable for, and the Insurance Intermediary shall hold free and harmless and fully indemnify Cigna in the event of, any claim made against, loss or damage suffered or reasonable costs (including lawyers' costs and fees) incurred by, Cigna as a result of any act or omission of the Insurance Intermediary, its management, employees or any associated parties constituting negligence or willful misconduct.

#### 8. General

No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties. This Agreement or any rights and obligations hereunder shall not be delegated or assigned without Cigna's written consent. Waiver by Cigna of any breach of this Agreement shall not prevent subsequent

enforcement and shall not be deemed waiver of any subsequent breach. Subject to any requirement to disclose this Agreement to any competent authority or court required under applicable law, the parties shall be bound to keep the existence and contents of this Agreement confidential. No confidential data of a party to this Agreement may be released to any third party. This duty of confidentiality shall survive termination of this Agreement.

#### 9. Termination

Either party may terminate this Agreement by providing 30 days written notice to the other. This Agreement will terminate immediately, without any further commission or compensation being due by virtue of such termination, in the event of:

- (i) the death, bankruptcy, insolvency, winding up or liquidation of the Insurance Intermediary or of entry into composition with its creditors, the appointment of a receiver or administrator or any other equivalent procedure, subject, however, to any statutory right of a receiver, administrator or equivalent person to maintain this Agreement in force;
- (ii) any suspension or revocation of authorisation by a competent authority;
- (iii) any significant change in ownership of the Insurance Intermediary; or
- (iv) Cigna's determination that there is any material breach of the terms of this Agreement and such breach has not been remedied within 21 calendar days of written notice to remedy sent by e-mail, fax or mail to the Insurance Intermediary.

#### 9.1 On termination of this Agreement: The

Insurance Intermediary shall immediately:

- (i) remit all monies due to Cigna; (ii)

return all policy and renewal documentation, proposal forms, show cards, advertising material, books, stationery and other property of Cigna in whatever form and any other materials or information which

have come into the Insurance Intermediary's possession in connection with Cigna's business;

(iii) transfer to Cigna all software and data processing information necessary to service the insurance business;

(iv) cooperate in the maintenance of insurance business in force, including all records in relation to such business (and to which, following termination, the Insurance Intermediary shall grant access to Cigna for any statutorily prescribed period); and

(v) refrain from any act or interference likely to induce termination of a policy or which would otherwise prejudice relations with policyholders.

9.2 Cigna may make alternative arrangements for the servicing of the insurance business in force. No commission or other remuneration shall be due to the Insurance Intermediary in respect of that business.

Termination will not affect rights or liabilities of either party as shall have accrued prior to termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination.

#### 10. Dispute Resolution, Governing Law and Jurisdiction

Should there be a material breakdown of the relationship between the parties, their management will discuss the issue in good faith, including joint appointment of a mediator if appropriate, with a view to achieving a fair resolution.

This Agreement is subject to the law of the country in which the Cigna entity has its home State regulator. Any dispute arising out of this Agreement is subject to the non-exclusive jurisdiction of the English Courts.

## **Annex**

The parties to this Agreement are:

Cigna, means:-

a) Cigna Life Insurance Company of Europe S.A.-N.V., registered in Belgium with limited liability, UK Branch, 62 Threadneedle Street, London, EC2R8HP, United Kingdom.

b) Cigna Life Insurance Company of Europe S.A.-N.V, registered in Belgium with limited liability, Avenue de Cortenbergh 52, 1000 Brussels, Belgium. Regulated in Belgium by National Bank of Belgium (La Banque Nationale de Belgique/De Nationale Bank van België) for prudential supervision and the Financial Services and Markets Authority (L'Autorité des services et marchés financiers/De Autoriteit voor Financiële Diensten en Markten) for the integrity of the financial markets and fair treatment of financial consumers.

AND

The insurance intermediary as identified in the Application for Terms of Business – Americas (the "Insurance Intermediary").

### **Credit facility terms**

[this will be completed by Cigna if applicable]:

Cigna means\*:-

a) Cigna Global Insurance Company Limited, St Martin's House, Le Bordinge, St Peter Port, Guernsey, GY1 4AU. Regulated by the Guernsey Financial Services Commission for the conduct of insurance business in Guernsey.

OR

b) Cigna Worldwide Life Insurance Company, registered in Hong Kong with limited liability, 25/F, Sunning Plaza, 10 Hysan Avenue, Causeway

Bay, Hong Kong. Regulated by the Office of the Commissioner of Insurance for the conduct of insurance business in Hong Kong.

OR

c) Cigna Europe Insurance Company S.A.-N.V (Swiss Branch), registered in Belgium with limited liability. Freigutstrasse 20, 8002 Zurich. Regulated in Belgium by National Bank of Belgium (La Banque Nationale de Belgique/De Nationale Bank van België) for prudential supervision and the Financial Services and Markets Authority (L'Autorité des services et marchés financiers/De Autoriteit voor Financiële Diensten en Markten) for the integrity of the financial markets and fair treatment of financial consumers and subject to limited regulation in Switzerland by the Swiss Financial Market Supervisory Authority ("FINMA") for the conduct of insurance business in Switzerland.

OR

d) Cigna Life Insurance Company of Europe S.A.-N.V, registered in Belgium with limited liability, Avenue de Cortenbergh 52, 1000 Brussels, Belgium. Regulated in Belgium by National Bank of Belgium (La Banque Nationale de Belgique/De Nationale Bank van België) for prudential supervision and the Financial Services and Markets Authority (L'Autorité des services et marchés financiers/De Autoriteit voor Financiële Diensten en Markten) for the integrity of the financial markets and fair treatment of financial consumers. OR

e) Cigna Europe Insurance Company S.A.-N.V (Singapore Branch), 152 Beach Road, #26-05 The Gateway East, Singapore 189721. Regulated by the Monetary Authority of Singapore and is also subject to supervision by the regulatory authorities of Belgium. the National Bank of Belgium (La Banque Nationale de Belgique/De Nationale Bank van België) for prudential supervision and the Financial Services and Markets Authority (L'Autorité des services et marchés financiers/De Autoriteit voor Financiële Diensten en Markten) for the integrity of the financial markets and fair treatment of financial consumers.

\* Upon Cigna's approval of the Insurance Intermediary's application, Cigna shall, based upon the information detailed by the Insurance Intermediary in the completed Application for Terms of Business – Americas form, notify the Insurance Intermediary which Cigna entity is the applicable contracting party.

# Application for Terms of Business – Americas

1. Company details	
Company Name (full trading/business name)	Company Address (registered office address)
License/Registration Number	Classes of Insurance Registered for (e.g. health, life, etc.)
2. Description of applicant	
Public Limited Company <input type="checkbox"/>	Private Limited Company <input type="checkbox"/>
Sole Trader / Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>
Limited Liability Partnership <input type="checkbox"/>	Other (please provide details) <input type="checkbox"/> .....
3. Contact details	
For the primary contact:	
Name	Email Address
Physical Address	Phone
For the administrator contact*: (if different to the primary contact)	
Name	Email Address

\*We recommend that you provide us with an administrator email address for all Cigna Global Health Options emails. In the absence of an administrator email address, all your company's clients' quote (s) and / or application(s) information will be sent to your personal company email address. If you would like additional consultants at your company to also receive their clients' information, please state their names overleaf.

# Application for Terms of Business – Americas

4. Additional consultants	
Consultant (1) name: Email address:	Consultant (2) name: Email address:
Consultant (3) name: Email address:	Consultant (4) name: Email address:
5. Status	
Category of registration as Insurance Intermediary (e.g. insurance broker)	

Hereby applies to:

- (i) Cigna Global Insurance Company; or
- (ii) Cigna Worldwide Life Insurance Company Limited; or
- (iii) Cigna Europe Insurance Company S.A-N.V (Swiss Branch); or
- (iv) Cigna Life Insurance Company of Europe S.A-N.V; or
- (v) Cigna Europe Insurance Company S.A-N.V (Singapore Branch).

(See end of Annex for full details).

For appointment as an Insurance Intermediary as arranging or advising on insurance contracts and subject to the territory of this agreement and the territory aligned to the intermediary's home State which is further defined in the enclosed Americas - Terms of Business agreement.

The applicant understands that the appointment as Insurance Intermediary shall not commence until such time as Cigna is satisfied with the contents of this Application, and has written to the applicant stating that it accepts the Application from a specific date.

The Americas Terms of Business agreement and the Application for Terms of Business-Americas shall be hereinafter jointly be referred to as **the Agreement**".

6. Payment details	
Commissions are normally paid by direct credit to the Insurance Intermediary's bank account and Cigna sends a separate statement. Payment by cheque (payable to the Company Name listed in section 1) is also available.	
Bank Name and Address	Bank Account Name/Payable to
Bank Account Number	Routing/SWIFT Code
Bank Clearing Code (if applicable)	IBAN Number (if applicable)



## Declaration

Cigna may use data, including personal data provided by the applicant, in order to perform obligations under the Agreement and to provide ancillary services, including for the purposes of: insurance estimates, quotations and proposals; handling claims; fulfilling statutory or regulatory requirements; and research and marketing (unless the applicant indicates otherwise by ticking the boxes below). Cigna may also need to provide personal or other data to third parties such as other members of the Cigna group, reinsurers and providers of support services in order to perform obligations under the Agreement. In certain circumstances, Cigna may decide to transfer personal data: for processing in a country or territory which is either located inside or outside the European Economic Area (and which may not provide the same level of protection); or on a future sale by Cigna of its businesses or assets. The applicant hereby consents to such use and transfers.

Please tick here if you do not wish to receive information on other products and services of the Cigna group:

Please tick here if you do not wish to receive information on third party products and services:

The applicant:

- confirms that the information about the applicant set out above is true and accurate;
- authorises Cigna to contact any individual or entity whose name has been provided in support of this application for the purpose of verifying the accuracy of the information and the applicant's suitability; and
- that it has read and accepts the terms and conditions of appointment as Insurance Intermediary as set out in the enclosed Terms of Business Agreement.

**Now please sign this form.** You can either:

[1] use an electronic signature and email the completed softcopy form back to [CGI@cigna.com](mailto:CGI@cigna.com), or

[2] print and sign the completed form and either fax (860.752.7159) OR scan & email it back to [CGI@cigna.com](mailto:CGI@cigna.com).

Signed	Date
Name (BLOCK CAPITALS)	On behalf of
At (location where you are signing the document)	Position held