

IDENTIFICATION DATA	
FULL (COMPANY) NAME OF THE BROKER	
BROKER ID	
Tax ID	
Contact e-mail / Telephone no.	
Registered Address	
Contact name	
Regulatory (Supervisory) Body	

### TERMS OF BUSINESS AGREEMENT

Between the members of the Cigna Group identified in the Annex to this Agreement (“**Cigna**”) and the Insurance Intermediary identified in the Annex to this Agreement and in the Application for Terms of Business, an original or copy of which is annexed hereto (the “**Insurance Intermediary**”).

Cigna and the Insurance Intermediary might be jointly referred to as the “Parties” and individually as a “**Party**”.

#### 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 carries on an insurance mediation activity in accordance with Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution (the “**Directive**”) and relevant national applicable texts

#### 2. Territory and Non-Exclusivity

Subject to compliance by the Insurance Intermediary with the relevant provisions of the Directive and to any other restrictions set out in the Annex, as well as with any other national applicable texts, the territory of this Agreement is the European Economic Area. Nothing in this Agreement shall restrict Cigna’s freedom to accept business or otherwise deal with any other insurance intermediary.

#### 3. Term

This Agreement shall be valid until December 31st of the calendar year in which it is signed. Upon the termination date, the Agreement will be automatically extended for annual periods, unless either Party notifies the other its desire not to renew in a reliable way at least thirty (30) days prior to the termination of the Agreement or of any of its extensions.

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

Throughout the term of this Agreement:

#### 4.1 The Insurance Intermediary shall:

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 and the legislation of the States where it operates;
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
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 Directive and national rules applicable to the status and activities of an insurance broker or equivalent (including, but not limited to, complaints procedures, information and advice duties and conflicts of interest);
  - (ii) protection of personal data, privacy and client confidentiality. It is expressly agreed that, unless the Insurance Intermediary is expressly authorized 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; and
  - (vi) any other specific matters listed in the Annex hereto

Parties to initial these boxes:

4. act honestly, fairly and professionally in accordance with the best interests of the policyholders.
5. act in good faith and with diligence in relations with Cigna and all third parties and avoid any risk of confusion for such third party regarding its independent status;
6. where applicable and where so authorized 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;
7. 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;
8. co-brand with Cigna (use Cigna and the Insurance Intermediary's names together on a single product) when required by Cigna. In the event of a co-brand with Cigna, the Insurance Intermediary will comply with all brand guidelines provided by Cigna;
9. ensure that any material information provided by the policyholder in accordance with the insurance policy, is promptly communicated to Cigna;
10. ensure that the policyholder signs all the contractual documents and return them to Cigna;
11. 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; and
  - (ii) the terms and conditions of insurance policies contemplated by this Agreement.

Cigna shall exercise such right of access in order to fulfil its conduct and prudential obligations and with due respect to the independent status of the Insurance Intermediary;
12. notify Cigna as soon as possible and in writing:
  - (i) of any change in its business address or contact information;
  - (ii) of any significant change of control or 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 if these changes have a direct impact on the relationship between Cigna and the Insurance Intermediary (i.e. potential conflict of interest);
  - (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 which has a direct impact on the relationship between Cigna and the Insurance Intermediary; or
    - (b) is or becomes convicted of any criminal offence;
  - (v) of any suspension or revocation of authorization by a competent authority.
13. As required, shall assist Cigna in fulfilling any of its duties to calculate, declare and settle any insurance premium tax or parafiscal charges relating to Cigna insurance policies.
14. 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 mandate for premium collection (as defined in the Annex hereto), and if any premiums are received, 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 30 days of receipt;
  - (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 instalments 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
15. In carrying out its responsibilities under this Agreement, the Insurance Intermediary hereby represents and warrants that the Insurance Intermediary shall comply with all laws, rules and regulations applicable to its performance of its

Parties to initial these boxes:

obligations under this Agreement and applicable laws including but not limited to, anti-corruption laws and programs imposing economic sanctions.

The Insurance Intermediary represents and 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, or any other person, for the purpose of improperly influencing any act or decision of any person or entity in order to benefit Cigna.

By way of clarification, a government official or employee includes, among others, 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 U.K. Bribery Act, the US Foreign Corrupt Practices Act, European anti-bribery and anti-corruption laws, or such other applicable local anti-corruption laws.

4.2 Cigna shall:

1. act in good faith and with diligence in relations with the Insurance Intermediary and all third parties;
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;
3. pay remuneration to the Insurance Intermediary in accordance with the terms of clause 5 (Remuneration) and the Annex; and
4. unless otherwise required by law, refrain from

direct communication with clients of the Insurance Intermediary and from any act which might prejudice the Insurance Intermediary's goodwill. This provision will be applicable also to the Insurance Intermediary with respect to Cigna's clients and policyholders.

4.3 The Parties shall:

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;
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 licence or other appropriate consent of the holder of the rights.

### 5. Remuneration

Cigna shall pay commission to the Insurance Intermediary, in accordance with the provisions in the Annex, on insurance business placed with it and at the rate agreed at inception of the business. Cigna may change commission rates on both existing and new policies (i) on one month's notice of the change to the Insurance Intermediary and (ii) if the Insurance Intermediary agrees on these changes by writing.

Any changes of commission will be applicable at the renewal of the policies mediated by 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 tax, and after deduction of discounts, bonuses, allowances or rebates. When a premium is paid by instalment, commission will only be payable as premium instalments are received by Cigna. If any premium, or part of any premium, is, at any time by reason of cancellation of the insurance or otherwise, including renewals, 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, from the moment of such notice;
- (ii) if the business is transferred for any reason from the Insurance Intermediary, from the moment of such transfer; or

For policies mediated during a period inferior to one (1) year, commissions shall be paid on a pro-rata basis taking into account the proportion of the calendar year during which the Insurance Intermediary was actively mediating a specific insurance policy.

Parties to initial these boxes:

**6. Representations and Warranties**

The Insurance Intermediary represents and warrants that it:

- (i) is authorized to carry on its insurance mediation activity in accordance with its registration and authorization granted pursuant to the Directive and relevant national rules;
- (ii) has the proper capacity, and its representative has been duly authorized, 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, external collaborators, etc., with the terms of this Agreement assuming full liability for such compliance and possible breaches.

**7. Exclusion of Liability and Indemnification**

Each Party shall not be liable for, and the defaulting Party shall hold free and harmless and fully indemnify the other Party in the event of, any claim made against, direct loss or direct damage suffered or incurred by this Party as a result of any act or omission of the defaulting Party, its management, employees or any associated parties (e.g. sub-brokers, external collaborators, etc.).

**8. General**

This Agreement, including its annexes, sets out the entire agreement and understanding between the Parties relating to the matters contemplated by this Agreement.

Nothing in this Agreement shall create a partnership or joint venture between the Parties.

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, 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 unless required by a court decision or authorized in writing by the other Party. This duty of confidentiality shall survive termination of this Agreement.

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or enforceable:

- (i) the invalidity or enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or

unenforceability shall remain in full force and effect; and

- (ii) the Parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

**9. Intellectual property**

The intellectual property and/or know-how rights relating to all the products and services, and any technical and IT development carried out by either Party in the context of this Agreement are and shall remain the exclusive property of that Party and shall not be transferable to the other Party.

**10. Termination**

This Agreement will terminate immediately, without any further commission or compensation being due by virtue of such termination, in the event of:

- (i) where applicable, 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 authorization by a competent authority;
- (iii) if the legislation applicable to the Parties, their activities or this Agreement is amended in a way that no longer allows the Agreement to continue on its terms;
- (iv) any change of control of the Insurance Intermediary (as it may be defined in its home State legislation) if this change has a direct impact on the relationship between Cigna and the Insurance Intermediary (i.e. conflict of interest); or
- (v) 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.

On termination of this Agreement:

10.1 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

Parties to initial these boxes:

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.

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.

**11. Conflict of interests**

A conflict of interest may occur when a Party finds itself in a situation which is likely to impair or interfere with its ability to fulfill its obligations under this Agreement. Such a situation may arise due to economic interests, political or family ties, or any other common interest.

On the day of execution of this Agreement, the Parties declare that they have verified that they, their legal representatives, administrative and management bodies, and the persons contributing to the performance of their professional and contractual services and obligations, are not at risk of a

conflict of interest.

In the event that one of the above mentioned persons or one of the Parties could be directly or indirectly at risk of a conflict of interest, the relevant Party will inform the other Party as soon as practicable.

The Parties shall agree, on a case-by-case basis, on any measures to be taken to manage or end this risk of conflict of interest and a timeline.

The Parties undertake to make the provisions of this clause known to all their legal representatives, administrative and management bodies and staff or contractors concerned both at the conclusion of this Agreement and during the course of this Agreement.

**12. 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

Any dispute arising out of this Agreement is subject to the exclusive jurisdiction of the Courts of

At \_\_\_\_\_, on \_\_\_\_\_, in 2 original copies.

Cigna (as identified in the Annex)

Insurance Intermediary (as identified in the Annex)

**N.B.** Parties must initial each page of this Agreement and the Annex.

**ANNEXES**

**Annex 1:** Special Conditions

**Annex 2:** Application for Terms of Business

Parties to initial these boxes:

**ANNEX 1 – SPECIAL CONDITIONS****The parties to this Agreement are:****CIGNA:**

**Cigna Life Insurance Company of Europe S.A.-N.V.** (Registration Number 0421.437.284) is registered in Belgium with limited liability and authorised under licence number 0938, having its registered office at Avenue de Cortenbergh 52, 1000 Brussels, Belgium;

**Cigna Life Insurance Company of Europe S.A.-N.V. - UK Branch** is registered in the United Kingdom, having its registered office at 13th Floor 5 Aldermanbury Square, London, EC2V 7HR AND;

**Cigna Europe Insurance Company S.A.-N.V.** (Registration Number 0474.624.562) is registered in Belgium with limited liability and authorised under licence number 2176, having its registered office at Avenue de Cortenbergh 52, 1000 Brussels, Belgium.

**Cigna Europe Insurance Company SA-NV. - UK Branch** (Registration Number BR017168) is registered in the United Kingdom, having its registered office at 13th Floor 5 Aldermanbury Square, London, EC2V 7HR.

and

**THE INSURANCE INTERMEDIARY:****European line of business:**

- CGHB Europe Corporate
- CGHB Europe IGO/NGO
- IPMI
- UKHB

**Jurisdictions in which Cigna may accept business from the Insurance Intermediary:****Class of insurance business which Cigna may accept from the Insurance Intermediary:**

Health

Parties to initial these boxes:



**Credit facility terms (clause 4.1.14) (For IGO/NGO only):**

Cigna appoints the following entity as its authorized representative entrusted with the day-to-day administration and implementation of the present Agreement:

Cigna International Health Services BVBA  
Plantin en Moretuslei 299 (or P.O. Box 69)  
2140 Antwerp  
Belgium  
Registration number: 0414.783.183

Insurance intermediary authorized in Belgium - FSMA number 13799 A-R (categories "insurance brokers" and "reinsurance brokers")

**Commission terms (clause 5):**

Medical \_\_\_\_% Dental: \_\_\_\_%

Parties to initial these boxes: