Dated the day of _____.

AIA INTERNATIONAL LIMITED

-and-

_____.
[CAREER REPRESENTATIVE]

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CAREER REPRESENTATIVE'S CONTRACT

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THIS AGREEMENT ("Agreement") made this 01 day of _____.

BETWEEN:

(1) **AIA INTERNATIONAL LIMITED**, incorporated in Bermuda and having a principal place of business in Hong Kong at 1st Floor, AIA Hong Kong Tower, 734 King's Road, Quarry Bay, Hong Kong (hereinafter called the "**Company**"); and

(2) _____ , Holder of Passport No. _____ and Permit for Travelling to and from Hong Kong and Macao No._____ of _____ _____ (hereinafter called the "**Career Representative**"),

(the Company and Career Representative shall be collectively referred as the "**Parties**" and each, a "**Party**").

WHEREAS:

(A) Subject always to the Career Representative becoming an appointed insurance agent (as defined in the Insurance Ordinance, Cap. 41) of the Company, the Career Representative is hereby authorized to procure and transmit to the Company applications for all forms of life insurance, annuities and any other form of accident & health insurance business underwritten by the Company within the territory of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") wherein the Company has the right to do business, and to collect and return to the Company first year and renewal premiums on such business, all subject to the terms and conditions on the following pages hereof, which the Career Representative has read and which forms part of this Agreement as fully as if set forth over the signatures of the Parties hereto.

(B) The Company agrees to pay and the Career Representative agrees to accept as full and complete remuneration for his services under this Agreement while it is inforce, Commissions and Bonuses as specified in the Schedule of Commissions and/or otherwise notified to the Career Representative while this Agreement is in force. The Schedule of Commissions is available at the Company's website and may be revoked, added, changed or modified by the Company from time to time. The Career Representative agrees that such Schedule shall be subject to change at any time on written notice by the Company whereupon the adjusted commission rate (if any) as stipulated in such written notice shall apply to the business procured by the Career Representative for the purposes of calculating the Career Representative's remunerations.

(C) The Company wishes to appoint the Career Representative as its insurance agent and the Career Representative is desirous of accepting such appointment on the terms and conditions hereinafter appearing.

IT IS HEREBY AGREED by the Parties as follows:

1. FORMATION OF CONTRACT

1.1 The Recitals are true and correct and incorporated herein by reference.

1.2 Upon the execution hereof by the Parties as an agreement, these terms and conditions together with Appendix 1, Schedule of Data Privacy; shall form the basis upon which the Career Representative is appointed as an insurance agent of the Company, which agreement shall be binding on the respective Parties.

1.3 The following documents set out under this Clause 1.3 have been attached to this Agreement as Appendix 2 for convenience only but not otherwise:

1.3.1 MCV Addendum, Attachment 1 to Appendix 2; and

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1.3.2 Supplemental Contract for Personal Lines, Attachment 2 to Appendix 2.

Nothing set out in this Clause 1.3 and attached hereto as Appendix 2 shall become effective unless and until the Company issues a written notice to the Career Representative to activate the terms of such document and upon the acknowledgement of receipt of such notice by the Career Representative. Upon the issue of such written notice by the Company and acknowledgement of receipt signed by the Career Representative, both Parties agree that the terms of such document as stated in the notice shall be incorporated into this Agreement by reference and, together, they shall become part and parcel of this Agreement such that both Parties shall be bound by them.

2. TERMS OF APPOINTMENT

2.1 With effect from the date hereof or the date upon which the successful registration of the Career Representative with the Insurance Agents Registration Board ("**IARB**") (including its successors and assigns) established by the Hong Kong Federation of Insurers ("**HKFI**") (including its successors and assigns) as an appointed insurance agent of the Company, or the date as determined by the Company at its sole discretion and notified to the Career Representative in writing to take effect for this Agreement, whichever the latest ("**Effective Date**"), and subject to the terms of this Agreement, the Career Representative shall be appointed and act as the Company's appointed insurance agent for the purpose of promoting, selling and soliciting applications for policies which are offered or underwritten by the Company in Hong Kong ("**Policies**"), and to service the needs and requirements of the policyholders of such Policies. The Career Representative shall only be authorized to act and represent that he is so authorized to act as the Company's appointed insurance agent and begin soliciting applications for various types of insurance on or after the Effective Date.

2.2 The Career Representative hereby represents and warrants that:

2.2.1 he has passed the relevant paper(s) of the Insurance Intermediaries Qualifying Examination or the relevant examinations for becoming an insurance intermediary (as the case may be) in relation to the class(es) of insurance business which his agency relates; and

2.2.2 he is not in any way (legally, contractually or otherwise) restricted from acting as and becoming an insurance agent of the Company prior to signing of this Agreement.

The Career Representative acknowledges and agrees that, unless otherwise agreed by the Company in writing, no remunerations shall be payable by the Company other than for the insurance businesses procured by the Career Representative as an appointed insurance agent of the Company. The Career Representative further undertakes that he shall, during the term of this Agreement, satisfy any other requirements for maintaining his registration with the IARB.

2.3 The Career Representative shall, at all times, observe and comply with the Market Conduct Guidelines applicable to the Career Representative as amended and updated effective from the date of such related memorandum by the Company from time to time. A copy of the current Market Conduct Guidelines is available at the Company's website.

3. CAREER REPRESENTATIVE'S SERVICES

3.1 The Career Representative shall disclose to the Company every fact and circumstance within his knowledge and belief relevant to the acceptance of the risk by the Company, and shall accurately and fully relate to the Company every fact disclosed to him by the proposed insured or proposed customer and or any other person relevant to the Company's acceptance of the risk. The Career Representative shall indemnify the Company against all losses,

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claims, demands, expenses and other liabilities incurred by the Company arising out of and/or in connection with the Career Representative's failure to disclose to the Company facts within his knowledge and/or failure to relate to the Company accurately facts disclosed to him relevant to the Company's acceptance of the risk. This Clause shall survive the termination of this Agreement.

3.2 The Career Representative agrees that so long as this Agreement remains in force he shall:

3.2.1 bear all costs and expenses incurred by him in the performance of his duties under this Agreement except otherwise agreed in writing by the Company; and

3.2.2 at all times act strictly in accordance with and subject to the instructions, directions and conditions which may be given to him by the Company from time to time as necessary to comply with applicable laws, regulations, statutory requirements, industry guidelines, codes of practice, and the rules and regulations of the Company to protect the interest of the Company; and

3.2.3 give immediate notice to the Company upon receiving notice of any loss or claim made under any Policy or the breach of any condition of or the assignment of any Policy issued by the Company pursuant to the terms of this Agreement; and

3.2.4 give immediate notice to the Company if, where applicable (i) any license, visa, permit or authorisation granted or issued to the Career Representative with respect to the Career Representative's performance of his obligations under this Agreement by any governmental or regulatory authority is terminated, expires or otherwise ceases to have effect; or (ii) there are any material changes to the status of such licence, visa, permit or authorisation; and

3.2.5 at all times keep full and proper books of account and other records required by regulator and/or the Company in accordance with Clause 10 below; and

3.2.6 not demand or accept any benefit, reward, remuneration or other advantage from any other person (including but not limited to customers and prospective customers or policyholders and prospective policyholders) for the rendering of services of any kind in connection with or incidental to the Company's business; and

3.2.7 not pay a premium to the Company without first having actually received the amount from the relevant customer or prospective customer; and

3.2.8 not commence or threaten to commence any suit or action against any third person on any matter arising out of or in connection with his activities relating to the Company's business without having obtained the Company's prior written consent.

3.3 In the event that the customer or policyholder makes a request on the changes of the Policy, the Career Representative shall promptly give insurance advice to the customer or policyholder and assist them in completing such changes and deliver to the Company the prescribed forms completed by the customer or policyholder in a timely manner. The Career Representative shall ensure that all instructions given by the customer or policyholder are correctly reflected in the prescribed forms.

4. CAREER REPRESENTATIVE NOT AN EMPLOYEE

Nothing contained herein shall be construed to create the relation of employer and employee whether expressly or impliedly between the Company and the Career Representative. It is expressly agreed that the Career Representative is entering into this Agreement as an independent contractor. The Career Representative undertakes that he shall not at any time hold himself out as an employee of the Company at any time.

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5. SENIORITY OF CAREER REPRESENTATIVE IN THE AGENCY STRUCTURE

5.1 Upon the Career Representative becoming an appointed insurance agent of the Company, the Career Representative shall be assigned to the relevant agency office at the sole discretion of the Company. Based on the ranking and order of seniority of the Career Representative at the time of joining the Company's agency force, the Company shall (after the consultation with the team seniors and/or agency leaders of the agency force under which the Career Representative is assigned) assign the Career Representative to the relevant agency office.

5.2 During the entire period of appointment as an insurance agent of the Company, the Career Representative shall remain attached to the agency unit within the agency force to which the Career Representative is assigned and pursuant to the rank and order of the team's seniority list. Unless the team seniors and/or agency leaders of the Career Representative change team and agrees to bring along with them the Career Representative, the Career Representative shall remain in the agency unit within the agency force and shall have no right to demand for a change of team. The Company may maintain a list of team seniority and such record shall be conclusive on the rank and order of seniority of the Career Representative.

6. COMMISSIONS

6.1 Subject to the terms and conditions hereof and the rules of the Company from time to time, the Career Representative shall be entitled to Commissions (as specified in the Schedule of Commissions) on any Policy solicited by him where his name appears on the application for such Policy, provided that the Company has received the required premium in cleared funds, the cooling off period (if applicable) has expired and the Career Representative is (in the Company's opinion) at all times in compliance with the provisions of this Agreement and satisfies any and all other requirements specified by the Company from time to time.

6.2 All business procured by more than one career representative shall be construed as joint business of the career representatives and the Commissions payable therefore shall be divided equally between the career representatives whose names appear on the application. Such joint business and sharing of Commissions should be limited to a maximum of two career representatives within the same agency.

6.3 When any Policy issued upon an application solicited by the Career Representative and endorsed with the name of the Career Representative pursuant to this Agreement is changed or converted to another Policy plan, the Commissions payable upon the changed or converted Policy shall be determined by the rules of the Company in effect at the time of such change or conversion. The Career Representative shall only be entitled to any Commissions on the changed or converted Policy if the change or conversion is effected by the Career Representative himself.

6.4 When a new Policy is issued, and a previously existing Policy on the same life shall terminate within twelve (12) months before or after the issue of the new Policy, the first year commissions ("**First Year Commissions**") on the new Policy shall be determined by the rules of the Company in effect at the time of its issue. The Career Representative acknowledges and agrees that he shall check the Company's manual on the Company's rules on calculation of First Year Commissions regularly and whenever a new Policy is issued as aforesaid mentioned and agrees to be bound by the relevant rules as set out in the Company's manual. A copy of the Company's manual is available at the Company's website.

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6.5 The Company and the Career Representative agree that if there is a change to the Company's policy for calculation of the First Year Commissions on a new Policy issued by the Company ("**new FYC Adjustment Rule**") which shall take effect retrospectively, and:

6.5.1 the First Year Commissions which the Career Representative has received (or deemed to have received or set off against any amount owed by the Career Representative to the Company) on a new Policy that is greater than the amount he is so entitled under the new FYC Adjustment Rule, then the Career Representative shall forthwith repay to the Company the excess of such First Year Commissions he received; or

6.5.2 the First Year Commissions which the Career Representative has received (or deemed to have received or set off against any amount owed by the Career Representative to the Company) on a new Policy that is less than the amount he is so entitled under the new FYC Adjustment Rule, then the Company shall pay the Career Representative the outstanding amount not received by him.

6.6 Upon triggering the NB Protection Rule (hereinafter defined), the following shall apply for the calculation of Commissions payable to the Career Representative. Notwithstanding anything contained to the contrary in this Agreement, where the Career Representative procures and submits to the Company an application for a Policy having a cover insuring the life of a person including a Policy with its value linked to the investments options at the selection of the policyholder (a "**New Business**") and, within six (6) months immediately preceding the issue of the Policy for the New Business, another career representative had procured and submitted to the Company an application for an insurance contract with the same insured ("**Previous Application**") and, subsequent to the Previous Application, no Policy has been issued by the Company ("**Unprocessed Application**"), the Career Representative shall not be entitled to the First Year Commission of the New Business ("**NB Protection Rule**"). For the purpose of further defining Unprocessed Application in this Clause 6.6, the termination of the insurance contract upon the exercise of the cooling-off by the policyholder of the Previous Application shall be deemed an Unprocessed Application. The Company shall have the discretion to pay a discretionary commission to the Career Representative being the difference between the First Year Commissions of the New Business and the Unprocessed Application.

6.7 If any Policy procured by the Career Representative shall terminate for non-payment of premium and shall be reinstated subsequently, the Career Representative shall only be entitled to receive any future Commissions payable on such Policy if he reinstates the terminated Policy. In the event that the terminated Policy is reinstated by other career representative after three (3) months from the date of termination of such Policy, and the reinstatement is endorsed by the client, any future Commissions shall be given to the career representative who reinstates such Policy and the Policy shall be assigned to him for service.

6.8 If the Company shall refund the premiums to the policyholder on any Policy for any reason whatsoever the Career Representative shall forthwith repay to the Company on demand the amount of Commissions and Bonuses received on the premiums so refunded. Where the policies so cancelled have a market adjustment value, the Company shall have the right to demand from the Career Representative all losses which the Company suffers in connection with the cancellation of such policies procured by the Career Representative.

6.9 Any benefit, remuneration, privilege or perquisite not expressly set out herein or referred to in the Schedule of Commissions shall be provided at the sole discretion of the Company without any binding legal effect on the Company to continue or improve any such benefit, remuneration, privilege or perquisite. The Company may cancel, reduce, modify or alter the provisions of such benefit, remuneration, privilege or perquisite not expressly set out herein or referred to in the Schedule of Commissions at any time at its absolute discretion.

6.10 The Career Representative shall forthwith repay to the Company the amount of Commissions and Bonuses and any other remuneration received by him which he is not otherwise entitled to receive in accordance with the terms of this Agreement.

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6.11 Clauses 6.7 and 6.10 above shall survive the termination of this Agreement.

7. INLAND REVENUE DEPARTMENT

The Company will declare annually to the Hong Kong Inland Revenue Department the total amount paid to the Career Representative during the Company's relevant accounting period, including but not limited to Commissions, Bonuses, fees and allowances, and the Career Representative will in this respect comply with and observe all laws, regulations and statutory instruments as may be currently or from time to time in force in Hong Kong and shall have particular regard to the Prevention of Bribery Ordinance (Cap. 201). The Company shall be under no liability in respect of the payment of any commissions, bonuses, monetary benefits or perquisites received by the Career Representative other than those paid directly by the Company.

8. CAREER REPRESENTATIVE TO REPRESENT AIA ONLY

All application forms together with all documents accompanying, supporting or supplementing such application form or otherwise relating thereto received by the Career Representative for all forms of Policies shall be promptly submitted to the Company, and during the continuance of this Agreement, the Career Representative binds himself to act solely and exclusively as an appointed insurance agent of the Company and shall not solicit or sell, either directly or indirectly, in any manner, life insurance or annuities or accident & health insurance for any other companies or persons. The Career Representative shall not accept the appointment as agent, technical representative, responsible officer, chief executive, employee or in any other capacity of any other company, insurance agent (individual or corporate), insurance broker or any other persons for the promotion, sale, solicitation or introduction of insurance business of any class or to act for other financial institution, wealth management company, retirement services or products without the prior written consent of the Company. The Company may forthwith terminate this Agreement without prior notice to the Career Representative for failure of the Career Representative to comply with this Clause 8.

9. CAREER REPRESENTATIVE AS TRUSTEE

9.1 The Career Representative has no authority to collect or accept on behalf of the Company any money or securities or issue any receipt thereof except the premium payable with or pursuant to an application for the Policies or unless otherwise specifically authorized or requested by the Company in writing.

9.2 The Career Representative shall not, on behalf of the policyholder or prospective policyholder, pay any premium or other payments required to be made to the Company.

9.3 All monies, properties or securities received by the Career Representative for and on behalf of the Company shall be held by him as a fiduciary trustee on trust and is bound to report and return such monies, properties or securities to the Company immediately without any deduction. The Career Representative shall not use, appropriate and/or in any way dispose of the monies, properties, securities belonging to the Company for any purpose whatsoever or mix up such monies or securities with those of his own.

10. REPORTS BY CAREER REPRESENTATIVE

10.1 The Career Representative shall, whenever the Company so requires, furnish to the Company:

10.1.1 a detailed report on all the Policies, receipts or notes in his possession for delivery to or collection by the policyholders, or Policies or receipts returned to him for cancellation by the Company; or

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10.1.2 any other information in respect of the policyholders, the persons on whose life the Policies are issued or other relevant matters which may be required by the Company, or any claims on Policies lodged with the Career Representative, or any of the business transacted by him.

10.2 The Career Representative shall also furnish to the Company upon requests of the Company a detailed account of all the monies, properties, or securities in his possession belonging to the Company. All reports and accounts furnished to the Company by the Career Representative shall be in a form satisfactory to the Company and signed by the Career Representative personally. If the reports and accounts furnished to the Company disclose that the Career Representative is holding monies, properties or securities belonging to the Company, the Career Representative shall immediately return such monies, properties, or securities to the Company upon demand by the Company.

11. DELIVERY OF POLICY

The Career Representative will not deliver any Policy or any endorsement or supplementary agreement issued by the Company to any person unless the person on whose life the Policy is issued, to the knowledge, information and belief of the Career Representative, is at the time of the application of the Policy in good health (where applicable) and he will not in any case deliver to any person any Policy or renewal receipt of the Company until the premium due thereon has been actually paid. Where it has come to the knowledge and belief of the Career Representative that the health of the person on whose life the Policy is issued may affect the risk of the Company, the Career Representative shall not deliver the Policy to the policyholder and shall promptly notify the Company of his knowledge, information and belief.

12. NO ALTERATIONS OF DOCUMENTS

12.1 In performing his obligations under this Agreement, the Career Representative shall use such forms, documents, materials and computer software program(s) (if any) as may be supplied by the Company from time to time. Any application form together with all documents accompanying, supporting or supplementing such application form or otherwise relating thereto received by the Career Representative must be promptly forwarded to the Company.

12.2 The Career Representative shall not make any alterations, additions or erasures on any of the documents or data in electronic or written form belonging to the Company or that of any other documents furnished by policyholders or prospective policyholders which may from time to time be in the possession of the Career Representative. The Company may forthwith terminate this Agreement without prior notice to the Career Representative for failure of the Career Representative to comply with this Clause 12.2.

13. CAREER REPRESENTATIVE'S AUTHORITY

13.1 The Career Representative shall not negotiate, enter into or sign contracts and agreements on behalf of the Company and the Company shall not be bound by any contracts and agreements entered into or signed by the Career Representative. This Clause shall not affect or prejudice the Career Representative's right to solicit applications for Policies for the purposes of concluding insurance contracts between any person and the Company. Subject only to any authorization which may be given to the Career Representative in this Agreement or otherwise in writing by the Company, nothing herein shall require the Company to accept any application for insurance from any person introduced by the Career Representative.

13.2 The Career Representative has no authority to:

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13.2.1 make, modify or discharge any contract, nor to waive any forfeitures, nor quote premium rates other than those published by the Company; or

13.2.2 incur any expenses or liability or debt for or against the Company; or

13.2.3 collect or receive any monies due or to become due to the Company, except on premium receipts (signed by an officer of the Company) sent to the Career Representative for collection, provided that the terms and provisions contained in the said receipts shall be strictly complied with; or

13.2.4 pledge the credit or purport to pledge the credit of the Company, or make or purport to make any other agreement binding on the Company; or

13.2.5 remit premiums not actually or properly received in accordance with this Agreement and not under the instructions of the Company, and his powers shall extend no further than those expressly stated in this Agreement.

13.3 The Career Representative is not authorized and shall not represent to any person that he is authorized to accept risks on behalf of the Company, to issue cover notes or Policies or bind the Company in any other manner to accept risks, accept any notice of modification, termination or assignment of any Policy, accept any notice of loss, negotiate terms of settlement, waive any condition of any Policy, settle or pay any loss or claim or defer payment of any premiums or change payment mode on behalf of the Company save and except where he is expressly directed to do so in writing by the Company. The Career Representative shall not represent to a proposed insured or any other person that any risk has been accepted or insurance cover effected or Policy issued by or on behalf of the Company (whether on an original proposal or on a renewal) unless the Company has so notified in writing.

13.4 No warranty, representation or promise with reference to policies endorsements or supplementary contracts issued by the Company shall be given save as authorized from time to time by the Company in writing.

13.5 Unless otherwise approved by the Company, the Career Representative shall refrain from carrying out any solicitation activities in any jurisdiction other than in Hong Kong, or carry out any other unauthorized activities in any jurisdiction (including without limitation in Mainland China). Nothing in this Agreement shall be construed as requiring the Career Representative to conduct, and the Career Representative shall not conduct, any activity that would constitute a regulated activity under the Securities and Futures Ordinance or any activity that may amount to the rendering of investment advice of any kind (including without limitation advice relating to investments made under the Policies).

14. RETURN OF DOCUMENTS BY CAREER REPRESENTATIVE

The Career Representative shall upon demand from the Company or termination of this Agreement return to the Company all property of the Company, all documents, data and software, uncollected Policies and premium receipts and all other documents containing information relating to the business of the Company (in whatever forms, and copies thereof) in his custody or possession, including but not limited to customers lists and contact details and books of account and records in accordance with Clause 3.2.5 above.

15. NO ADVERTISING OR PUBLICATION BY CAREER REPRESENTATIVE

15.1 The Career Representative shall not directly or indirectly publish or disseminate, cause to be published or disseminated, any advertisement concerning the Company or any other insurance company, or in respect of their business or affairs, or relating to their products or services in any newspapers, magazine, information network including internet, instant messaging platform, social media platform or publication whatsoever in any manner or through any medium without the written authority of the Company; nor shall he issue, distribute or cause

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to be issued or distributed any circular or write or cause to be written any letters to any newspapers, magazine, information network including internet, instant messaging platform, social media platform or publication concerning the Company or any other insurance company, or in respect of their business or affairs, or relating to their products or services without first obtaining the prior written approval of the Company. The Career Representative shall fully indemnify the Company and hold it harmless against all claims, demands, actions, proceedings, damages, losses, liabilities, costs and/or expenses suffered or incurred by the Company arising from or in connection with a breach by the Career Representative of this Clause 15.1.

15.2 This Clause 15 shall survive the termination of this Agreement.

16. NO REBATES OR INDUCEMENTS BY CAREER REPRESENTATIVE

16.1 The Career Representative shall not pay or allow, or offer to pay or allow, any rebate of premium or any inducement whatsoever not specified in the Policy, as an inducement to any person to insure; nor shall he make any misrepresentation or incomplete or inaccurate comparison for the purpose of inducing a policyholder who maintains a Policy with the Company or a policyholder of any other company to convert, lapse, forfeit or surrender his insurance therein; nor shall he endeavour to induce any other representative of the Company to leave its service. The Career Representative shall in addition to any other indemnity hereunder indemnify the Company for any loss, damage or expense resulting from any breach by the Career Representative of the provisions of this Clause 16.1

16.2 The Career Representative shall not enter into any arrangement or induce any policyholder or any other person to make any insurance claim of whatever nature which is not a proper and valid claim and the Career Representative will not receive, attempt to receive or accept monies whether in full or in part paid by the Company pursuant to a validly proved claim or settlement thereon or benefit of any kind as a result of or in relation to any claim or settlement (other than those in relation to the Career Representative's own Policy, if any).

16.3 A violation of Clauses 16.1 and 16.2 herein shall be a breach of this Agreement and the Career Representative acknowledges and agrees that it shall result in the Company's immediate termination by immediate notice to the Career Representative and all Commissions and Bonuses to which the Career Representative may otherwise be entitled under this Agreement or any other agreements with the Company shall be forfeited without prejudice to the rights and remedies of the Company against the Career Representative.

17. MODIFICATIONS

Save and except for the Company's rights to revoke, add, change or modify the Schedule of Commissions at any time upon publication of the same on the Company's website and notified to the Career Representative in writing (which revocation, addition, change or modification shall take effect and be binding upon the Career Representative upon publication) or as otherwise expressly provided in this Agreement, all modifications to this Agreement shall have no force except as they are expressed in writing, and duly executed by the Company and Career Representative.

18. REPRESENTATIONS AND WARRANTIES OF THE CAREER REPRESENTATIVE

18.1 The Career Representative represents, warrants and undertakes to the Company that:

18.1.1 he has the requisite power and authority to enter into this Agreement; and

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18.1.2 he shall perform the obligations under this Agreement in a professional manner as expected from an appointed insurance agent and in compliance with the applicable laws; and

18.1.3 he shall use due skill and care in the performance of the duties of an appointed insurance agent; and

18.1.4 he shall observe all the terms and conditions under this Agreement; and

18.1.5 he shall at all times conduct business in good faith and with integrity.

18.2 The representations, warranties and undertakings given in Clause 18 by the Career Representative shall be continuing during the currency of this Agreement.

19. COMPLIANCE WITH AGREEMENT

19.1 The Career Representative shall act and conduct himself in strict compliance with the terms and conditions of this Agreement and any breach of the terms and conditions of this Agreement on the part of the Career Representative shall give the right to the Company to terminate this Agreement forthwith with an immediate notice to the Career Representative.

19.2 Any failure or omission on the part of the Company to take any immediate action on the breach of the terms and conditions of the Agreement on the part of the Career Representative shall not be construed as a waiver of the Company's rights to terminate this Agreement forthwith or pursue any other remedies available to it, or to be construed as consent or permission granted to the Career Representative not to act in accordance with this Agreement. Waiver of any provision hereof or waiver of a breach of any term shall not constitute a waiver of any of the other provisions of this Agreement or of any future breach or breaches of any provision of this Agreement or operate as a continuing waiver.

20. CONDUCT AND COMPLIANCE WITH STATUTORY REQUIREMENTS

20.1 The Career Representative shall always conduct his insurance business with integrity and honesty, placing the interests of the Company and the policyholders and prospective policyholders before his own interests, and act with due caution and attention to the interest of the Company in the performance of his obligations under this Agreement. The Career Representative shall make full and adequate disclosure of all material facts necessary for his client to make an informed decision, continue to provide after-sales service to his clients and their beneficiaries, and shall at all times act strictly in accordance with and observe and comply with the terms of this Agreement and all laws, regulations, statutory requirements, industry guidelines and codes of practice (including but not limited to the Insurance Ordinance, Cap. 41, the Personal Data (Privacy) Ordinance, Cap. 486, the Unsolicited Electronic Messages Ordinance, Cap. 593, the HKFI's Codes of Practice and guidance notes and guidelines issued by the Insurance Authority of Hong Kong, the HKFI, the IARB and the relevant regulator(s) as amended from time to time, and the rules and regulations of the Company now or hereinafter in force).

20.2 The Career Representative shall not, and shall procure that the insurance agents under the Career Representative's supervision shall not, offer to any person, or solicit or accept from any person, directly or indirectly any advantage (including but not limited to any gift, fee, discount, loan or reward in money or in any other form) within the meaning of the term as defined in the Prevention of Bribery Ordinance, Cap. 201 as an inducement for doing or forbearing to do any action in relation to the Company's business or affairs. The Career Representative shall abide by the applicable anti-corruption guidelines set forth in the Market Conduct Guidelines.

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20.3 The Career Representative shall at all times maintain a mandatory provident fund account as required under the Mandatory Provident Fund Schemes Ordinance, Cap. 485 and shall contribute into such account as required by the applicable laws.

20.4 The Career Representative shall at all times conduct business in good faith and with integrity.

20.5 In the event of a complaint concerning the conduct of the Career Representative, the Career Representative shall co-operate with the Insurance Authority of Hong Kong and/or IARB and the Company to establish the facts. The Career Representative should inform the complainant that he should in the first instance refer the complaint to the Company, and if the complainant is still dissatisfied, the complainant may refer the matter to the Insurance Authority of Hong Kong and/or IARB.

20.6 The Career Representative shall:

20.6.1 ensure that he is registered with the IARB in respect of the line of insurance business to be engaged in prior to conducting such business;

20.6.2 identify himself as a registered insurance agent and that he represents the Company prior to discussing insurance policies with any person, and if so requested disclose his registration number and identify his registration number on his business cards if they are distributed; and

20.6.3 make every reasonable effort to ensure that the Policy proposed is suitable to the needs and resources of the prospective policyholder as disclosed to the Career Representative; and

20.6.4 give advice only on those matters in which he is competent to deal with or otherwise seek advice from the Company when necessary; and

20.6.5 explain the cover afforded by each Policy recommended to ensure that the prospective policyholder understands what he is buying; and

20.6.6 explain the specific differences to which he is referring when making comparisons with other types of insurance policies; and

20.6.7 treat all information supplied by the prospective policyholder as confidential and disclose such information only to the Company, and otherwise comply at all times with the provisions of the Personal Data (Privacy) Ordinance, Cap. 486 when dealing with personal data provided by a prospective or current policyholder; and

20.6.8 not make inaccurate or misleading statements about any insurance companies or their policies, or any other intermediaries; and

20.6.9 not impose any charge in addition to the Policy premium without disclosing the amount and purpose of such charge to the policyholder before the binding of the Policy; and

20.6.10 not make inaccurate, misleading or incomplete statements or comparisons to induce an insured to replace existing long term insurance with other long term insurance to the insured's disadvantage; and

20.6.11 not pay or offer to pay any rebate of premium, commission or other incentive not specified in the Policy as an inducement to any prospective long term insurance policyholder; and

20.6.12 comply with the requirements as specified in the Code of Conduct for MPF-Intermediaries issued by the Mandatory Provident Fund Schemes Authority established pursuant to the Mandatory Provident Fund Schemes Ordinance (Cap. 485) where he engages in selling or advising on Mandatory Provident Fund schemes or their constituent or underlying funds.

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20.7 In assisting a prospective policyholder to complete the proposal or application form, the Career Representative shall:

20.7.1 not influence the prospective policyholder, and make it clear that the answers or statements given are the latter's own responsibility; and

20.7.2 explain the consequences of fraud, non-disclosure and inaccuracies to the prospective policyholder and draw his attention to the relevant statements in the proposal form.

20.8 When selling Policies related to long term business, the Career Representative shall:

20.8.1 explain the long term nature of the Policy and the consequences of early discontinuance and/or surrender; and

20.8.2 where a Policy offers participation in profits, or is investment-linked, explain the difference between guaranteed and projected benefits; and

20.8.3 where projected benefits are illustrated, explain the assumptions on which the illustrations are based, including any future bonus or dividend declaration, and that projected benefits are not guaranteed; and

20.8.4 in the case of participating (with-profit) business, explain that any bonuses or dividends declared in the future may be lower or higher than those currently quoted and that past performance may not be a guide to future performance; and

20.8.5 in the case of unit-linked business, explain that unit value and the value of the policyholder's benefits may fluctuate; and

20.8.6 unless specifically authorized by the Company, use only such sales proposals and illustrative figures that are supplied by the Company and shall use the whole illustration in respect of the Policy being discussed, and no other, and shall not add to it or select only the most favourable aspects of it; and

20.8.7 if the Career Representative is authorized by the Company to prepare certain illustration himself, prepare them using only the assumptions authorized by the Company.

20.9 The Career Representative shall not act as an authorized insurance broker, nor as the Chief Executive or Technical Representative of an authorized insurance broker as defined in the HKFI's Codes of Practice as amended from time to time.

21. TERMINATION OF AGREEMENT AND MATTERS ON POST TERMINATION

21.1 Without prejudice to the generality of Clauses 21.2 and 21.3 below and notwithstanding any other provisions under this Agreement, this Agreement may be terminated at any time without giving any reason by either Party by giving the other Party a fifteen (15) calendar days' prior notice in writing.

21.2 This Agreement shall be automatically terminated without prior notice to the Career Representative upon the occurrence of any of the following events:

21.2.1 the withdrawal or discontinuance of the Company's business from the territory in which the Career Representative is operating; or

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21.2.2 the death of the Career Representative; or

21.2.3 any judgment made against the Career Representative shall be entered which for a period of thirty (30) days, shall neither be paid nor satisfied nor stayed nor discharged, or if execution of any judgment shall be levied against the Career Representative.

For the avoidance of doubt, the Company shall not be obliged to provide the Career Representative with the ground (s) or reason(s) relied on or taken into account by it in forming its decision for termination under this Clause 21.2.

21.3 Without prejudice to Clauses 8 and 12.2 above, the Company may terminate this Agreement immediately upon written notice to the Career Representative upon the occurrence of any of the following events:

21.3.1 the Career Representative does not meet training, production, persistency or other requirements in respect of the Career Representative's operations which may be set by the Company from time to time; or

21.3.2 the Career Representative breaches any of the terms and/or conditions of this Agreement or in any way whether expressly or impliedly fails to comply with any such terms, conditions or provisions of this Agreement; or

21.3.3 any act of fraud, dishonesty or breach of trust on the part of the Career Representative; or

21.3.4 if the Career Representative is charged with any offence punishable by imprisonment or is in breach of any applicable code of conduct, or is subject to conviction by any law enforcement authority or regulatory body for any suspected offence punishable by imprisonment; or

21.3.5 if the conduct of the Career Representative is, in the reasonable opinion of the Company, detrimental, injurious or prejudicial in any way to the Company or the Company's interest or has or will, in the reasonable opinion of the Company, put the Company in disrepute; or

21.3.6 if the Career Representative fails to report and return to the Company within a reasonable time or in conformity with the requirements of the Company any premiums collected by him as provided herein, whichever is earlier; or

21.3.7 the Career Representative has a petition for bankruptcy order made against him (or any relevant proceedings are instituted against the Career Representative); or

21.3.8 the Career Representative makes or proposes to make a general assignment, composition or arrangement for the benefit of his creditors or admit in writing his inability to pay his debts as they become due; or

21.3.9 any receiver or officer of any court or governmental authority shall be appointed or take possession or control of any substantial part of the Career Representative's assets or property or control over his affairs and obligations; or

21.3.10 if the Career Representative has been determined by the IARB or any other regulatory authority not to be fit and proper to be registered as an insurance agent or any registration or approval required for the Career Representative to act as a registered insurance agent of the Company or to perform any of his obligations hereunder is revoked or suspended for any period of time or not granted or not renewed; or

21.3.11 upon the issue of a notice of termination by the chairperson of the market conduct committee (**"MCC"**) of the Company who decided (after the consultation with MCC members) that the Career Representative has breached any codes, rules, regulations and guidelines as set out in the Market Conduct Guidelines and such breach(es) is/are irremediable at the sole discretion of the MCC members.

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For the avoidance of doubt, the Company shall not be obliged to provide the Career Representative with the ground (s) or reason(s) relied on or taken into account by it in forming its opinion under Clause 21.3.

21.4 The Career Representative shall immediately inform the Company, or procure the Company to be informed, in writing upon occurrence of any of the events set out in Clauses 21.2.3 or 21.3 above.

21.5 Notwithstanding any provision to the contrary in this Agreement, if the Career Representative gives a notice of termination in writing to the Company pursuant to Clause 21.1 above (**"CR's Notice of Termination"**), such notice must be in writing and signed by the Career Representative and addressed to the Company's principal place of business in Hong Kong as amended from time to time. The prescribed notice period of termination shall not begin to run unless and until the Company acknowledges receipt, which shall not be unreasonably delayed, of the CR's Notice of Termination. Any outstanding debt, obligation or liability that is owing or likely to become owing to the Company by the Career Representative shall forthwith become payable by the Career Representative to the Company. If the Career Representative fails to repay the foregoing debts and liabilities to the Company on or before the effective date of termination of this Agreement, the Company shall have the right to recovery the same as a debt.

21.6 Notwithstanding any provision to the contrary in this Agreement, if the Company gives a notice of termination in writing to the Career Representative pursuant to Clause 21.1, 21.2 or 21.3 above (**"Company's Notice of Termination"**) and any outstanding debt, obligation or liability that is owing or likely to become owing to the Company by the Career Representative shall forthwith become payable by the Career Representative to the Company. If the Career Representative fails to repay the foregoing debts and liabilities to the Company on or before the effective date of termination of this Agreement, the Company shall have the right to recover the same as a debt. For the avoidance of doubt, the Company's right to terminate this Agreement by way of the Company's Notice of Termination shall not be subject to any implied requirement to exercise it in good faith, and that general good faith wording in this Agreement (if any) shall not restrict such a right of the Company.

21.7 The Company and the Career Representative hereby agree that a written statement issued by the Finance Department of the Company and any subsequently updated statement(s) from the said Department shall be conclusive evidence as to any outstanding debt, obligation or liability that is owing or likely to become owing to the Company by the Career Representative.

21.8 Within fourteen (14) calendar days after the effective date of termination of this Agreement, the Career Representative shall remove all of his personal effects and any other property that is under his possession, control or custody (collectively, **"CR's Property"**) from the agency office at which the Career Representative was assigned to be stationed and/or located (**"Assigned Office"**). If the Career Representative fails to remove the CR's Property within the said fourteen (14) days' period, it is understood and agreed by the Parties that the CR's Property can be freely dealt with at the Company's option and at the Career Representative's costs and expenses. The Company may, without notice to the Career Representative, remove and store any and all the CR's Property or return the CR's Property to the Career Representative at his last known address or dispose of the CR's Property without any liability to any persons whatsoever. The Career Representative shall assume all risk of loss to the CR's Property and shall be liable to the Company for any loss or damage or expense (a) to the Assigned Office or (b) to the Company, including but not limited to any legal expense and/or damage to any equipment of the Company or (c) to the personal effects or any other property of other agents, contractors or employees of the Company, that is caused by the Career Representative.

21.9 Notwithstanding anything contained in Clause 21.8 above, the Company reserves the right to charge the Career Representative a fee at a reasonable rate, being the costs for storage of the CR's Property and/or the removal cost for disposing of the same. The Career Representative agrees and confirms that the fee represents a genuine pre-estimate of the loss or damage or expense that the Company may suffer in the event of the Career Representative's failure to remove the CR's Property from the Assigned Office immediately after the effective date of termination of this Agreement which, together with the costs and expenses pursuant to Clause 21.8 above, shall be recoverable from the Career Representative as a debt.

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22. CESSATION OF CAREER REPRESENTATIVE'S RIGHTS UPON TERMINATION

22.1 Except for termination of this Agreement as provided under Clause 21.2.2 or Clause 21.3.1 hereinabove in which case the provisions of Clause 22.2 or Clause 22.3 applies respectively and subject to Clause 21.3.3 hereinabove, all of the Career Representative's rights hereunder and under other any agreements with the Company, including the rights to Commissions, Bonuses, or any other benefit or remuneration (if any), actual or contingent and whatever payments on all premiums payable thereafter, shall forthwith cease upon termination of this Agreement.

22.2 If this Agreement is terminated by the death of the Career Representative and provided that no assignment has been made in accordance with Clause 33 below, the estate of the Career Representative's entitlement to the First Year Commissions and renewal Commissions earned hereunder prior to the date of termination shall not be affected, except that payment made to such estate shall be reduced by the amount of any indebtedness due to the Company.

22.3 If this Agreement is terminated under Clause 21.3.1 above and, if at the time of termination of this Agreement, the Career Representative has attained the age of 65 with a minimum of 20 years' service with the Company or has served the Company for at least 30 continuous years, the Career Representative's entitlement to the First Year Commissions earned and renewal Commissions earned hereunder prior to termination shall not be affected.

22.4 The termination of this Agreement shall co-terminate any other agency agreements between the Career Representative and the Company then in force and the remuneration arrangement attached to such agency agreements shall cease to take effect.

22.5 Upon the termination of this Agreement and subject to the provisions of Clause 22.7 below:

22.5.1 the Career Representative shall cease to be an appointed insurance agent of the Company and shall cease to arrange or advise on any Policies of insurance or solicit any new business or otherwise act on behalf of the Company; and

22.5.2 the Company shall be entitled to carry on business with any policyholder or other person solicited or introduced by the Career Representative notwithstanding the termination of the Career Representative's appointment, and in the event that the Company shall carry on business with any such policyholder, the Career Representative shall not, for the avoidance of doubt, be entitled to receive any commission or remuneration from the Company whatsoever in respect of such business except as otherwise provided in Clause 22.3 above; and

22.5.3 the Career Representative shall forthwith return to the Company all forms and documents provided by the Company or held by the Career Representative or bearing the name of the Company, and shall return or supply copies of such parts of his books and records relating to the business and transactions contemplated by this Agreement as shall be required by the Company from time to time after the termination of this Agreement; and

22.5.4 the Company may, if termination is for a cause relating to a breach of the HKFI's Code of Practice or Part X of the Insurance Ordinance, notify the IARB of the relevant particulars of the breach.

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22.6 If this Agreement is terminated within twelve (12) months from the Effective Date, and the Career Representative accepts appointment as agent, technical representative, responsible office, chief executive or take up any other office of any other insurance company, insurance agent or insurance broker in Hong Kong, the Career Representative hereby agrees to repay to the Company, the training cost of HK$13,000 and/or such other reasonable amount of training costs as may from time to time be incurred by the Company, and the Company reserves its rights to initiate legal proceedings to recover such costs from the Career Representative as a debt.

22.7 In the event that this Agreement is terminated, such termination shall not prejudice or affect any right, action or remedy, actual or contingent, of the Company under this Agreement or at law, and all such rights, actions or remedies shall be reserved and preserved. All provisions of this Agreement which, in order to give effect to their meaning, need to survive the termination of this Agreement shall remain in full force and effect notwithstanding the termination of this Agreement, including but not limited to the indemnities given by the Career Representative, the Career Representative's duty of confidentiality and the restrictive covenants.

22.8 The termination of this Agreement shall not terminate the liabilities of the Career Representative incurred or accrued prior to the termination or any provisions relating to obligations of the Career Representative or the rights of the Company which expressly or by implication shall continue to be in force after the termination. The termination of this Agreement, for whatsoever reasons, shall not affect any of the Parties' rights accrued immediately prior to such termination.

22.9 It is expressly acknowledged and agreed that the Company shall not be liable to pay any severance payment or compensation to the Career Representative or loss of profits or loss of good will or for any other loss or damage howsoever arising from or in connection with the termination, for whatever reason, of this Agreement.

22.10 Notwithstanding any provision to the contrary in this Agreement, for a period of up to one (1) year from the date of termination of this Agreement, the Company shall be entitled to withhold the Career Representative's final commission payment, together with any other monetary entitlement (however called) of the Career Representative which may become payable upon termination of this Agreement (if any), in order to set-off any outstanding debt, obligation or liability that is owing or likely to become owing to the Company by the Career Representative, including but not limited to claw back of the First Year Commissions previously paid due to replacement of Policy and/or Policy refund.

23. SUSPENSION

23.1 Where:

23.1.1 the Career Representative has been arrested or charged for criminal offences (other than a summary offence); or

23.1.2 an investigation has been called upon the Career Representative by any law enforcement bodies or by a relevant regulatory body,

the Company may, upon having knowledge of the arrest, charge or investigation as aforesaid, serve on the Career Representative a notice of suspension, whereupon the appointment of the Career Representative as an insurance agent of the Company shall be suspended pending an investigation by the Company. The Company shall suspend (in whole or in part) and the Career Representative shall waive the Company's obligation to pay any amount of Commissions, Bonuses, overriding commissions and awards produced by the Career Representative under this Agreement that would otherwise become payable. The Company shall have the right not to accept applications for all forms of life insurance, annuities and any other form of accident & health transmitted by the Career Representative from the date of the notice of suspension.

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23.2 The Company may refuse to accept a business procured by the Career Representative upon the determination by the MCC members that the Career Representative has failed to observe the provisions of the Market Conduct Guidelines and the non-observance is capable of being remedied within the prescribed time period of a notice issued by the MCC to the Career Representative. The appointment of the Career Representative as an insurance agent of the Company may be suspended (including the servicing of existing customers) pending the issue of a subsequent notice by the Company to lift the suspension.

24. NO SOLICITATION OR POACHING

24.1 The Career Representative shall not, during the continuance of this Agreement and at any time for a period of one (1) year from the date of termination of this Agreement, either personally or on behalf of another individual, corporation, partnership or association, either alone or in conjunction with any other individual, partnership, corporation or association, solicit or induce, or attempt to solicit or induce any Persons, directly or indirectly, to cancel, lapse, forfeit or surrender a policy of insurance or a Supplementary Contract or Endorsement with the Company, or reduce the sum insured in respect of a policy of insurance or Supplementary Contract or Endorsement with the Company.

24.2 For the purpose of this Agreement, "Persons" shall include any persons who are policyholders of the Company or clients of the Company's affiliates, as of the date of termination of this Agreement irrespective of whether or not they are known by the Career Representative.

24.3 The Career Representative agrees that he will not in Hong Kong, directly or indirectly, during the continuance of this Agreement or at any time for a period of one (1) year after the termination of this Agreement, either personally or on behalf of another individual, corporation, partnership, or association, either alone or in conjunction with any other person, solicit or induce or attempt to solicit or induce any of the Company's appointed insurance agents, management personnel in any of the Company's offices, including any supervisors, or employees who comprise the Company's sales forces and/or any person of the Company's administrative staff to terminate their relationship with the Company, or induce or attempt to induce any such appointed insurance agents to sell or solicit insurance for any other insurance company or insurance agency, unless any such individual or insurance agent shall have terminated his or its association with the Company for a period of at least one (1) year at the time of such solicitation or inducement or attempt to solicit or induce.

24.4 It is hereby agreed between the Parties that the above covenants shall be considered as separate covenants and shall be independently enforcement, and shall, for the avoidance of doubt, survive the termination of this Agreement. While the restrictions contained in the provisions of Clauses 24.1 to 24.3 are considered by the Parties to be reasonable in all the circumstances, it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any such restrictions, either together or individually, shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or for any other reason whatsoever but would be valid if part of the wording thereof were deleted or modified or the periods (if any) thereof were reduced or some wordings were inserted the said restriction shall apply with such modifications as may be necessary to make it valid and enforceable.

24.5 Without prejudice to whatever other recourse which the Company may have in the event that the Career Representative violates any of the provisions of this Agreement, including without limitation, an action in damages, the Company shall have the right to obtain an injunction enjoining any such violation. The Career Representative hereby acknowledges that, in the event of any such violation, the Company will suffer irreparable harm and that an injunction is therefore a necessary remedy in the circumstances.

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25. AUTHORISATION

25.1 The Career Representative hereby expressly authorizes the Company to appoint debt collection agencies to collect any amount owing from the Career Representative to the Company and agrees to indemnify the Company for all costs and expenses incurred by the Company in the debt collection process (including the fee and charges of the debt collection agencies).

25.2 The Career Representative hereby further authorizes the Company to, subject to applicable laws, disclose any personal information and identification document of the Career Representative to the debt collection agencies, whether in Hong Kong or elsewhere, for the purposes of investigation and/or debt collection and/or debt recovery.

25.3 Clauses 25.1 and 25.2 shall survive the termination of this Agreement.

26. SET-OFF

The Company shall have the right at all times to set off against any sum due to the Career Representative hereunder or any other agreements between the Career Representative and the Company, and withhold therefrom, without notice, any debt, obligation or liability due or owing or likely to become due or owing by the Career Representative to the Company, and the setting off and/or withholding shall not create any cause of action against the Company, when there is a debt or obligation of the Career Representative due or likely to become due to the Company. The right of the Company under this Clause shall survive termination of this Agreement.

27. RIGHT OF COMPANY TO ADVERTISE

The Career Representative hereby agrees that upon his ceasing to be a Career Representative of the Company whether by effluxion of time or otherwise, the Company shall be entitled, at Company's costs, to publish a notice in the local newspapers (and/or other media deemed appropriate) notifying its policyholders and the general public that the Career Representative has ceased to be a Career Representative of the Company and is therefore not authorised to solicit any insurance business on behalf of the Company or collect any premiums or other payments on behalf of the Company or in any way bind the Company.

28. ANTI-MONEY LAUNDERING AND COMBATING THE FINANCING OF TERRORISM

The Career Representative shall at all times strictly comply with the Anti-Money Laundering and Combating the Financing of Terrorism policies and procedures set out by the Company from time to time.

29. DATA PRIVACY OF THE CAREER REPRESENTATIVE

29.1 The Career Representative agrees that any personal data and other information relating to him collected, obtained, compiled or held by the Company by any means from time to time may be used, maintained, processed, stored, transferred, disclosed and/or shared by the Company for the purposes of processing, administering, implementing and effecting the requests or transactions contemplated in any applications of insurance made from time to time, promoting or providing subsequent or other services or products to him, promotion and advertisements in newspapers and social media, data matching, performance review, improper conduct investigation, sales and servicing investigation, personal and recruitment reference checks, enforcing the Company's rights under this Agreement and the Company's rights in any other agreements with the Career Representative, communicating with him and/or engaging third parties associated with the Company to communicate with him.

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29.2 The Career Representative further agrees that the Company may transfer, disclose, grant access of or share such personal data and other information (i) as required by law or pursuant to court proceedings; (ii) to or with relevant regulatory bodies; (iii) to or with individuals, entities and/or organizations associated with the Company and/or to or with third parties (including, without limitation insurance companies, reinsurance companies, claims investigation companies, debt collection agencies, industry associations or federations, fund management companies, financial institutions, internal and external investigators, advertising agencies or service providers) selected by the Company and (iv) previous employers and/or engagers of the Career Representative, in each case whether within or outside of Hong Kong, for any of the aforesaid purposes in Clause 29.1 above and/or for the purposes of providing administrative, data processing, data maintenance or storage, telecommunications, computer, payment or other services to the Company in connection with the operation of its business.

30. INTELLECTUAL PROPERTY AND PERSONAL INFORMATION OF CUSTOMERS

30.1 As between the Company and the Career Representative, all data, software, intellectual property (including without limitation all copyright, patents, design rights, trade marks, logos and trade names) and proprietary or confidential information (**"Company Properties"**) provided by the Company to the Career Representative is owned by the Company.

30.2 When collecting and/or using personal information relating to customers and prospective customers or policyholders and prospective policyholders (including without limitation their name, address, date of birth, phone number, fax number, email address, passport or ID card number, medical records, bank account details and credit card information) in connection with this Agreement (**"Personal Information"**), the Career Representative shall comply with all applicable laws and regulations, including but not limited to the Personal Data (Privacy) Ordinance, Cap. 486 and the Unsolicited Electronic Messages Ordinance, Cap. 593, and the rules and regulations of the Company on Personal Information now and hereinafter in force and as may be amended from time to time, including but not limited to informing customers of an opportunity to opt-out of receiving any further marketing materials from the Company.

30.3 All Personal Information which the Career Representative collects in relation to customers and prospective customers or policyholders and prospective policyholders shall be collected by the Career Representative on the Company's behalf and belong to the Company. The Career Representative shall ensure that he shall only provide to the Company, or input into the Company's databases, Personal Information which the relevant data subject (as defined in the Personal Data (Privacy) Ordinance, Cap. 486) has agreed that the Career Representative may provide to the Company for the Company's use. The Career Representative shall only collect and use the Personal Information during the term of this Agreement strictly in accordance with the Company's instructions and shall comply with all of the Company's policies and procedures on Personal Information in force and as may be amended from time to time. The Career Representative shall take reasonable technical, organizational and effective security measures in relation to the Personal Information that is collected and used by the Career Representative.

30.4 Where the Career Representative engages and/or employs an individual who will be required to access and/or process Personal Information of any persons (including personal information in relation to customers and prospective customers or policyholders and prospective policyholders collected by the individual so engaged and /or employed by the Career Representative), the Career Representative shall comply with the Leader's/Financial Planners Guidelines as amended by the Company at its sole discretion from time to time and shall cause the individual engaged and/or employed by him to comply with the aforesaid guideline.

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30.5 The Career Representative shall remain responsible for all acts and omissions of those individuals employed and/or engaged by the Career Representative as if they were his own. An obligation on the Career Representative under this Agreement to do, or to refrain from doing, any act or thing shall include an obligation on the Career Representative to procure that those individuals employed or engaged by the Career Representative also do, or refrain from doing, such act or thing.

30.6 Notwithstanding the above, in so far as the Career Representative processes any Personal Information on behalf of the Company, the Career Representative shall (and shall cause the individual whom the Career Representative engages or employ to) comply with the provisions set out in Appendix 1, Schedule of Data Privacy as annexed hereto.

30.7 This Agreement does not give the Career Representative any ownership rights in the Company Properties and/or the Personal Information, and the Career Representative hereby irrevocably and permanently waives any and all rights, title and interest he may have in them in favour of the Company.

30.8 From time to time the Career Representative may be required by the Company to enter into its standard form end-user licences in order to use the Company Properties. If the Career Representative is so requested by the Company, the Career Representative agrees to enter into such licences and to comply with all of the terms of such licences.

30.9 The Career Representative shall only use the Company Properties and the Personal Information during the term of this Agreement in connection with the performance of his obligations under this Agreement and for no other purposes whatsoever. Unless otherwise prior approval in writing has been provided by the Company, the Career Representative shall not use the Company's logo, trade marks and/or trade name in any document.

30.10 At all times on Company premises and/or in the course of using any Company Properties or property of the Company (including any computer resource of the Company (if applicable)) (**"Company Information Assets"**), the Career Representative is responsible for any data or material that he maintains, transmits, downloads, views, posts, distributes, or otherwise accesses or makes available using Company Information Assets.

30.11 The Career Representative shall not use Company Information Assets, or assist anyone else to:

30.11.1 transmit, distribute, or store information or material that, as reasonably determined by the Company, is an infringement, dilution, misappropriation, or otherwise violation of any privacy, intellectual property, publicity, or other personal rights including, without limitation, copyrights, patents, licenses, trademarks, trade secrets, or other proprietary information; or

30.11.2 load, operate, or execute any unauthorized software; or

30.11.3 install, deploy, or connect any unauthorized hardware.

30.12 To the maximum extent permitted by law, the Company gives no warranties (whether express or implied) in connection with the Company Information Assets (or the intellectual property they contain) and they are supplied on an "as-is" basis.

30.13 This Clauses 30 shall survive the termination of this Agreement.

31. CONFIDENTIALITY

31.1 The Career Representative shall at all times during the continuance of this Agreement and after its termination:

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31.1.1 use his best endeavours to keep confidential and observe the strictest duty of secrecy of this Agreement, all Personal Information, other information and data (including without limitation personal data) concerning the business or affairs of any persons, companies and institutions that may be disclosed to or otherwise come in contact with the Career Representative from time to time in the course or for the purpose of performing this Agreement (including but not limited to information relating to any customer or prospective customer, the Company or insurance products of the Company, whether technical or commercial) in whatever form or medium (including but not limited to financial results, competitive advantages and disadvantages, confidential market research, information relating to marketing of any products or services, marketing materials and other trade secrets of the Company) which may come to the knowledge of the Career Representative during the continuance of this Agreement (the **"Confidential Information"**); and

31.1.2 not use any Confidential Information for any purpose other than the performance of his obligations under this Agreement; and

31.1.3 not disclose any Confidential Information to any other person without the prior written consent of the Company; and

31.1.4 upon termination of this Agreement, forthwith return to the Company all Confidential Information without retaining any copy (in whole or in part) in any form or medium.

31.2 In cases of doubt, it is for the Company to decide whether a particular information and/or data is Confidential Information or not and its decision shall be final and conclusive.

32. INDEMNITY

32.1 The Career Representative shall indemnify and hold harmless the Company and the group of companies of the Company against any and all liabilities, losses, costs, claims, expenses, actions, proceedings, damages or demands which may be brought against or suffered by or incurred by the Company and the group of companies of the Company (as the case may be), whether civil, criminal, tortious or otherwise (including without limitation all legal costs and expenses for making, defending or settling any claim or for enforcing or protecting any of the Company's rights or interests hereunder) arising from or in connection with:

32.1.1 the failure of the Career Representative to disclose to the Company facts within his knowledge and/or failure to relate to the Company accurately facts disclosed to him relevant to the Company's acceptance of the risk; or

32.1.2 the failure of the Career Representative to comply with the provisions of this Agreement or with any applicable law, regulation, code of conduct or guideline (including without prejudice to the generality of the foregoing any representation made by the Career Representative which is not authorized under this Agreement or otherwise in writing by the Company); or

32.1.3 any gross negligence, fraud or wilful default of the Career Representative; or

32.1.4 any act or representation made by the Career Representative which is not authorized hereunder; or

32.1.5 any infringement by the Career Representative of the rights of any third party, in connection with the furtherance of the business procured by the Career Representative for the Company; or

32.1.6 the failure of his downline career representatives (if any) to comply with the provisions of their respective career representative contracts (as amended from time to time); or with any applicable law, regulation, code of conduct or guideline; or

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32.1.7 any gross negligence, fraud or wilful default of his downline career representatives (if any); or

32.1.8 any breaches, acts or omissions by the Career Representative of the representations, warranties and undertakings given to the Company herein; or

32.1.9 any loss suffered by the Company as a result of the negligence, acts or omissions of the Career Representative; or

32.1.10 any loss suffered by the Company in the exercise of the IARB powers under the Code of Practice for the Administration of Insurance Agents attributable directly or indirectly to the Career Representative.

32.2 This Clause 32 shall survive the termination of this Agreement.

33. ASSIGNMENT

This Agreement shall be assignable by the Company in whole or in part to any successor or affiliated company. However, the Career Representative shall not assign, transfer or delegate or purport to assign, transfer or delegate any right or interest which the Career Representative may have herein without the prior consent of the Company. Such consent of the Company to any assignment, transfer or delegation shall not create or imply any acknowledgement or responsibility on the part of the Company as to the validity, effect or sufficiency of such assignment or transfer.

34. SERVICE OF NOTICE

Any notice given by either Party shall be deemed to have been given if sent by facsimile or electronic mail to the Party's known facsimile number or electronic mail account in the Company's electronic mail system or the electronic mail account as notified by the Career Representative to the Company from time to time (as applicable) or posted on the Company's intranet or by ordinary post to the last known address of the Career Representative or the address as appearing herein or to the principal place of business of the Company's office as the case may be. A notice shall be deemed to have been received by the Party to whom it is addressed in the case of a facsimile or electronic mail, on the date it is sent, and in the case of notice by ordinary post, two (2) calendar days after the notice is posted (excluding the date of posting), and in the case of posting on the Company's intranet, on the date it is posted on the Company's intranet. The Career Representative acknowledges and agrees that he shall check the messages in his electronic mail account in the Company's electronic mail system and notices posted on the Company's intranet on a daily basis.

35. COUNTERPARTS, ELECTRONIC CONTRACTING AND ELECTRONIC SIGNATURES

This Agreement, and all other subsequent agreements executed pursuant to and forming part of this Agreement, may be executed in counterparts, which shall have the same effect as if the Company and the Career Representative had signed the same document. This Agreement including its counterparts and any subsequent agreements and their counterparts so executed shall be deemed to be an original, and all such agreements or counterparts shall be construed together and shall constitute one agreement. This Agreement, the counterparts of this Agreement and any subsequent agreements executed pursuant to this Agreement may be executed by electronic signature or facsimile signature by any of the Parties to this Agreement which shall be valid and binding as originals signed in ink. The receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as evidence as if the original had been received.

[AIA – INTERNAL]

36. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the Hong Kong Special Administrative Region and the Career Representative irrevocably submits to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

37. MISCELLANEOUS

37.1 Headings used in this Agreement are for reference only and shall not affect the construction of this Agreement or have any binding legal effect.

37.2 Unless otherwise provided for in Clause 1 of this Agreement, the Appendices form part of this Agreement and a reference to "this Agreement" includes its Appendices.

37.3 In this Agreement, a reference to one gender is a reference to all or any genders, references to the singular include the plural and vice versa, and references to Clauses is to Clauses of this Agreement.

37.4 Without prejudice to Clause 24.4, if a provision of this Agreement is found to be illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, that provision will be given no effect and will be treated as though it were not included in this Agreement, but the validity or enforceability of the remaining provisions of this Agreement will not be affected.

37.5 This Agreement constitutes the entire contract between the Parties herein.

37.6 This Agreement shall, unless the Company otherwise consents in writing, supersede, abrogate and annul any relation heretofore held by the Career Representative with the Company, as Career Representative, broker or otherwise as at the date of this Agreement; but shall not affect any bond given thereunder. This Agreement (together with any document referred to in it) supersedes any previous agreement, understanding or arrangement between the Parties (either oral or in writing) relating to the subject matter hereto. Each Party hereto agrees and acknowledges that it has not relied on or been induced to enter into this Agreement by a warranty, statement, representation, assurance or undertaking which is not expressly included in this Agreement and shall have no claim or remedy in respect of any warranty, statement, misrepresentation (whether negligence or innocent), assurance or undertaking except for breach of contract as provided in this Agreement. The provisions of this Clause shall not apply to any existing Career Representative Leader's Contract entered into between the Career Representative and the Company.

37.7 Except for any persons expressly provided in this Agreement as having the benefits and/or rights to enforce the terms of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of this Agreement. Neither Party shall declare itself a trustee of the rights under this Agreement for the benefit of any third party.

37.8 The Career Representative is duly advised to seek independent professional advice (including legal advice) in respect of the terms and conditions herein. The Career Representative confirms that he signs this Agreement in accordance with his own free will.

37.9 The official language of this Agreement is English. In the event of any conflict arising between the English and Chinese language versions, the English language version shall prevail.

[AIA – INTERNAL]

IN WITNESS WHEREOF, the Company has executed this Agreement and the Career Representative has hereunto set his hand the day and year first above written.

SIGNED by)
)
)
)
Business Partner, Agency Business Development)
)
)
for and on behalf of
AIA INTERNATIONAL LIMITED



SIGNED by)
)
_____ , Holder of Passport _____ ,)
Permit for Travelling to and from Hong Kong and Macao
_____)
)
)
)



[AIA – INTERNAL]

Appendix 1

Schedule of Data Privacy

This Schedule sets out the minimum requirements which the Career Representative shall follow including those individuals engaged and/or employed by the Career Representative during the course of accessing and processing Personal Information. The Career Representative shall (and shall cause those individuals engaged and/or employed by him to):

(a) process the Personal Information only on behalf of the Company (or, if so directed by the Company, affiliates of the Company), only for the purposes of performing this Agreement and only in accordance with instructions contained in this Agreement or received from the Company from time to time;

(b) at the request of the Company, notify the Company in writing as to what format, how, and where the Personal Information will be kept and stored including but not limited to paper, computer system, removable media or otherwise;

(c) not otherwise modify, combine, amend or alter the contents of the Personal Information or disclose or permit the disclosure of any of the Personal Information to any third party unless specifically authorised in writing by the Company;

(d) use compatible datasets and record / process Personal Information in the same manner as that of the Company;

(e) at all times comply with the provisions of the Fourth Data Protection Principle set out in Schedule 1 of the Personal Data (Privacy) Ordinance and, in so doing, provide a written description on the Company's request of the technical methods employed by the Career Representative for processing Personal Information (within the timescales required by the Company) and implement appropriate measures to protect the Personal Information against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

(f) take reasonable steps to ensure the reliability of any individual engaged or employed by the Career Representative who have access to the Personal Information;

(g) ensure that only those individuals who are engaged or employed by the Career Representative have access to the Personal Information. If they are granted access to Personal Information, they shall only use the Personal Information for the purposes of the business procured by the Career Representative under this Agreement and that all individuals engaged or employed by the Career Representative who are required to access the Personal Information are informed of the confidential nature of the Personal Information and comply with the obligations set out in this paragraph (g);

(h) not publish, disclose or divulge any of the Personal Information to any third party unless directed to do so in writing by the Company;

(i) upon demand by the Company delete and dispose of, in a safe and secure manner, all the Personal Information, including any copies, in the possession or control of the Career Representative, its leaders, downline agents and individuals who are engaged or employed by the Career Representative;

(j) notify the Company if the Personal Information is no longer required for the purpose for which it was requested, and shall not retain but delete, in a safe and secure manner, the Personal Information;

(k) notify the Company (within five working days) if it receives:

[AIA – INTERNAL]

(i) a request from a customer to have access to that customer's Personal Information;

(ii) a complaint or request relating to the Company's obligations under the Personal Data (Privacy) Ordinance; or

(iii) any other communication relating directly or indirectly to the processing of any Personal Information in connection with this Agreement;

(l) provide the Company with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Information, including by:

(i) providing the Company with full details of the complaint or request;

(ii) complying with a data access request within the relevant timescales set out in the Personal Data (Privacy) Ordinance and strictly in accordance with the Company's instructions;

(iii) providing the Company with any Personal Information it holds in relation to a customer making a complaint or request within the timescales required by the Company;

(iv) providing the Company with any information requested by the Company;

(v) notifying the Company of any inaccuracy of any Personal Information, if and when the Company is aware of the same; and

(vi) assisting the Company to update any Personal Information it holds in relation to a customer, and notifying the Company before the Career Representative makes any necessary correction to any Personal Information in compliance with the reasonable request of a customer.

(m) permit the Company or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Career Representative's data processing activities and those of its leaders, downline agents and individuals engaged or employed by the Career Representative and comply with all requests or directions by the Company to enable the Company to verify and procure that the Career Representative is in full compliance with its obligations under this Agreement; and

(n) not transfer the Personal Information outside Hong Kong without the prior written consent of the Company.

(o) notify the Company in writing as soon as reasonably practicable, and in any event within three (3) working days, if it is discovered any non-compliance (whether actual or potential) with the requirements set out in this paragraph (p) and/or any breach (whether actual or potential) of the Personal Data (Privacy) Ordinance by the Career Representative in connection with this Agreement, and provide full particulars thereof and also any actual or proposed remedial action taken or to be taken by the Career Representative. The notification requirement however shall not affect or delay the Career Representative's duty to take prompt steps to mitigate any loss and damage which may be occasioned by any non-compliance and/or breach of the Personal Data (Privacy) Ordinance.

[AIA – INTERNAL]

Appendix 2

Attachment 1

ADDENDUM TO THE CAREER REPRESENTATIVE'S CONTRACT - IN RESPECT TO MAINLAND CHINESE VISITORS IN HONG KONG

This is an Addendum to and made a part of the Career Representative's Contract, signed between AIA International Limited (the "Company" or "we" or "our" or "us") and _____ (the "Career Representative" or "you" or "your"), and shall be referred to herein as the "Addendum".

Recital:
You wish to participate in the Company's insurance business program with respect to Mainland Chinese Visitors for the time being in Hong Kong ("MCV Business").

Notwithstanding any provision to the contrary in the Career Representative's Contract, the parties hereof further agree and acknowledge additional terms and conditions in relation to the MCV Business only (for the avoidance of doubt, this Addendum is not applicable to any of your business with the Company other than MCV Business) as follows:

(1) You warrant and undertake that:

(a) You have attended the Company's training course "Training on Insurance Business for MCV" in relation to the MCV Business held by the Business Training and Development Department of the Company and passed the required examination set by it; and

(b) You have thoroughly read and clearly understand the "MCV Business Guidelines" including but not limited to the aspects on the Marketing and Sales (Solicitation) Guidelines, Operating Procedures, Prohibition Against Improper Business Solicitation and the Penalty List; and

(c) You clearly understand your duties of good faith and requirement of integrity as a registered insurance agent in Hong Kong, and the roles and responsibilities of the Career Representative in the MCV Business.

(2) You confirm receipt of and will, at all times comply with and abide by the following, including but not limited to any amendments made thereto from time to time upon your execution of this Addendum:

(a) The "MCV Business Guidelines" (which can be retrieved and downloaded from Agency Corner);

(b) All the provisions as stated in the Career Representative's Contract, in particular, the section on "Conduct and Compliance with Statutory Requirements";

(c) The Market Conduct Guidelines issued by the Company; and

you will also at all times comply with and abide by the decisions of the Market Conduct Committee (and other such committees) and the Market Conduct System of the Company

[AIA – INTERNAL]

(3) If the Company returns or refunds the premium (or premiums) to any policyholder on any policy and cancels the policy for any reason whatsoever, you undertake to repay to the Company within 7 days on demand the amount of commissions, incentives and/or bonuses or other remuneration however called (the "Remuneration") previously received by you on the premiums so returned or refunded. The Remuneration repayable by you under this clause is deemed to be a debt and is recoverable from you by the Company issuing proceedings for (but not limited to) debt recovery. A statement issued by the Company confirming the amount of the Remuneration within a reasonable time after giving you written notice of demand for repayment of Remuneration payable by you is hereby agreed by you to be conclusive evidence, save manifest errors, as to your indebtedness due to the Company pertinent to the Remuneration. This clause shall survive the termination of the Career Representative's Contract.

(4) In the event that the Remuneration repayable to the Company in clause (3) above relates to any investment-linked insurance policy, and on condition that the refund of premium (or premiums) is due to fraud or dishonesty or illegal selling found on you and/or your agency leader as determined by the Market Conduct Committee (and other such committees), you and/or your agency leader (as the case may be) further agree and undertake to repay to the Company, on demand, the amount of any losses incurred on the market value of the premium (or premiums) so returned or refunded by the Company to the policyholder within 7 days(and other such committees). This clause shall survive the termination of the Career Representative's Contract. For the avoidance of doubt, your agency leader shall not be held liable for such losses incurred on the market value of the premium (or premiums) if there is no fraud or dishonesty or illegal selling found on his/her part as determined by the Market Conduct Committee (and other such committees).

(5) You undertake to indemnify and keep indemnified the Company fully from and against all losses, claims, actions, proceedings, demands, disputes, damages, costs and expenses (including legal costs on a solicitor and own client basis) of whatsoever nature and howsoever arising, incurred or sustained by the Company as a result of or in connection with the breach of any undertakings given by you in this Addendum.

(6) You agree that any breach of your undertakings in this Addendum may lead to the immediate suspension or termination of your services of MCV Business with the Company as prescribed below.

(7) In the event that the Company conducts an investigation into any allegations of misconduct made against you by any policyholder or other party and if the complaint is lodged against market conducts on MCV Business only by notice in writing, the Company will follow existing arrangement of Market Conduct Committee and the Company shall have the right, at any time, to suspend your services of MCV Business for a reasonable period as an insurance agent of the Company. During the period of suspension, you do not have the Company's authority to act on its behalf to solicit MCV Business until the Company has made its decision (to either lift the suspension or terminate your services of MCV Business) at the expiry of such period. You agree to cooperate fully with the Company in its investigations during the period of suspension, including but not limited to providing the Company with all the documents/ information relating to the subject matter of investigation as required by the Company from time to time. If it is found that there is any breach of solicitation in China, you agree that the Company could take whatever action deemed appropriate as per your Career Representative's Contract with the Company.

(8) The Company has the right at all times to set-off against any sum that is due or will become due to you and withhold therefrom the amount of any debt, obligation, liability or outstanding sum due or owing by you to the Company. This clause survives termination of the Career Representative's Contract.

(9) In the event of fraud, dishonesty or breach of trust or breach of any of the undertakings herein, your rights under any agreement signed with the Company, including the right to receive the Remuneration shall cease immediately and your Career Representative's Contract with the Company shall be suspended or terminated as the Company may notify you in writing. You further agree to refund the Remuneration obtained by you to the Company as demanded by the Company immediately and unconditionally.

[AIA – INTERNAL]

(10) This Addendum is without prejudice to any rights of the parties hereof under the Career Representative's Contract and in the event of conflict between the terms of the said contract and the terms of this Addendum in respect of MCV Business, the terms of this Addendum shall prevail.

(11) This Addendum is in addition to, not in lieu of, any other agreements previously entered into between the parties hereof.

(12) If any provision or provisions of this Addendum shall be void or unenforceable, this Addendum shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.

(13) Any notice required to be given by one party to another hereunder shall be deemed to have been validly given if addressed to the party to whom the notice is given and sent by ordinary prepaid post to the address and/or the registered office of such any party herein given or to his last known address if a notification of the change of address and/or registered office has previously been given to the other party and shall be deemed to have been served on the expiry of forty-eight hours after the date of posting.

(14) This Addendum comprises all the terms agreed between the parties hereto in respect of the MCV Business and can only be amended by the parties hereof in writing. No warranties or representations expressed or implied are or have been made or given by the Career Representative or the Company or by anybody on their behalf relating to the terms herein prior to the signing hereof and if any such warranty or representation express or implied has been made or given the same.

(15) This Addendum shall be construed in accordance with the laws of Hong Kong Special Administrative Region and in the event of any dispute arising out of or in connection with this Addendum, the parties hereof agree irrevocably to submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region applying the Hong Kong law as the governing law.

[AIA – INTERNAL]

Appendix 2

Attachment 2

AGENCY NAME: _____
AGENCY CODE: _____
AGENT CODE: _____

DATED: _____

AIA INTERNATIONAL LIMITED

and

_____
Career Representative

SUPPLEMENTAL CONTRACT TO
CAREER REPRESENTATIVE'S CONTRACT

[AIA – INTERNAL]

THIS SUPPLEMENTAL CONTRACT is made on _____

BETWEEN:

(1) AIA INTERNATIONAL LIMITED (formerly known as "American International Assurance Company (Bermuda) Limited"), a company registered in Bermuda whose principal place of business in Hong Kong is at 1/F AIA Hong Kong Tower, 734 King's Road, Quarry Bay, Hong Kong ("the Company");

AND

(2) _____OF _____ ("the Career Representative")

WHEREAS:

A. The Company and the Career Representative have entered into a Career Representative's Contract ("the Contract") dated _____ under which the Company authorized the Career Representative as a career representative of the Company in respect of all forms of life assurance, annuities and any other form of accident and health insurance business of the Company.

B. The Company has been appointed as the general agent of AIA Company Limited ("AIA Co.") in respect of AIA Co.'s personal line business and such other business as the Company and AIA Co. may agree from time to time

C. The Company and the Career Representative intend to enter into this supplemental contract ("Supplemental Contract") supplemental to and amending, where necessary, the Contract to regulate their relationship in respect of the sales of AIA Co. products.

THE PARTIES HEREBY AGREED THAT

Definition

1. Unless otherwise stated, terms and expressions defined in this Supplemental Contract shall have the same meaning as are given to them in the Contract.

Authorization

2. The Company hereby authorizes the Career Representative to procure and transmit to the Company applications for the personal line products of AIA Co. as set out in Schedule 1 hereto and such other class or type of business that the Company and AIA Co. may agree from time to time ("AIA Co. Products") where the Company has given written notification in respect of any such class or type of business, and to collect and pay to the Company (on behalf of AIA Co.) first year and renewal premiums on such business, subject to the terms of this Supplemental Contract.

Submission of Applications

3. All applications received by the Career Representative for the insurance referred to in Clause 2 hereof shall be forthwith submitted to the Company and, during the continuance of this Supplemental Contract, the Career Representative undertakes and agrees not to solicit or sell, either directly or indirectly, in any manner, any form of personal line business (whether individual or group insurance), for any other company and not to enter into any business referral or individual referral arrangement with any third parties unless the Career Representative has obtained prior approval in writing from the Company, such approval shall not be unreasonably withheld or delayed by the Company. The Company may forthwith terminate this Supplemental Contract without compensation and without prior notice to the Career Representative for failure of the Career Representative to comply with this Clause

[AIA – INTERNAL]

Career Representative as Trustee

4. For the purpose of this Supplemental Contract, Clause 9.3 of the Contract shall, by reference and without affecting the Contract, be incorporated into this Supplemental and varied as follows:

> "All moneys, properties or securities received by the Career Representative for and on behalf of the Company or AIA Co. shall be held by him as a fiduciary trustee on trust and is bound to pay over to the Company such moneys, properties or securities at the request of the Company. The Career Representative shall not use, appropriate and/or in any way dispose of the moneys, properties or securities belonging to the Company or AIA Co., but shall promptly report and hand over to the Company all such moneys, properties or securities so held by him."

No Employment Relationship

5. It is hereby mutually agreed and declared that nothing contained herein shall be construed to create the relationship of employer and employee whether expressly or impliedly, between AIA Co. and the Career Representative.

Monetary Reward

6. The Company shall pay and the Career Representative agrees to accept as commission in full for all services rendered under this Supplemental Contract, the payments set forth in Schedule 2 hereof. All business secured by more than one career representative shall be construed as joint business of the career representatives and the commission payable shall be divided equally between the career representatives whose names appear on the application. Such joint business and sharing of commissions should be limited to a maximum of two career representative of the same agency.

7. Schedule 2 referred to in Clause 6 hereof shall form and be deemed to form a part of this Supplemental Contract for so long as it shall subsist and this Supplemental Contract shall only be deemed to be valid and binding upon the Company for so long as such Schedule 2 shall subsist in accordance with the date stated therein and there shall be no holding over of any of the terms and conditions of this Supplemental Contract save and except that the Company shall be entitled to enforce any such term or condition by reason of any breach on the part of the Career Representative.

8. Any benefit, commission, privilege or perquisite not expressly set out or referred to in Schedule 2 shall be at the sole discretion of the Company without any binding legal effect on the Company to continue or improve such benefit, commission, privilege or perquisite and the Company shall be fully at liberty to modify, change or discontinue forthwith any such benefit, commission, privilege or perquisite upon giving not less than 3 months prior written notice to all Career Representatives.

9. The Career Representative shall not pay or offer to pay any commission (or monetary reward) whatsoever to any other career representative of the Company or share any part of the commission (or monetary reward) received by the Career Representative with any other career representative of the Company for the purpose of securing insurance as specified in Clause 2 hereof.

No Alteration of Documents

10. In respect of AIA Co. Products, the Career Representative has no authority to issue, make, alter, vary or discharge any contract, policy or receipt, nor waive any forfeiture, nor incur any liability against the Company or AIA Co. nor receive any monies due to or to become due to the Company or AIA Co. except on premium receipts and notes sent to the Career Representative for collection and then only provided that the terms and provisions contained in said receipts and notes shall be strictly complied with, and the Career Representative has no authority to credit or remit premiums not actually received in accordance with this Supplemental Contract and the instructions of the Company, and his authority and powers shall extend no further than as expressly stated in this Supplemental Contract.

[AIA – INTERNAL]

No Advertising or Publication by Career Representative

11. For the purpose of Clause 15.1 of the Contract, all references to "any other insurance company" shall include (without limitation) "AIA Co.", and the restrictions on advertising or publication by the Career Representative shall apply to AIA Co. in the same manner as they are applicable to the Company.

12. In respect of the AIA Co. Products, if any lawsuits shall be brought against the Company or AIA Co. as a consequence of any unauthorized action, publication or statement of the Career Representative committed or made whether by himself, or any third party which he may have engaged, the Career Representative shall save harmless the Company and AIA Co. from and indemnify and keep indemnified the Company and AIA Co. against all costs and damages arising therefrom or incidental thereto.

Termination

13. This Supplemental Contract shall forthwith terminate without any notice by the Company in any of the following events whereupon all rights and entitlements of the Career Representative under this Supplemental Contract, including but not limited to the rights to commissions on all premiums or renewal premiums hereunder shall forthwith cease:

    (a) if Schedule 2 referred to in Clause 6 hereof cease to subsist pursuant to Clause 6 hereof; or

    (b) if the Contract be terminated pursuant to the termination provisions therein; or

    (c) if the registration of the Career Representative as appointed insurance agent of AIA Co. is revoked and not reinstated; or

    (d) in the event of fraud, dishonesty, breach of trust, bankruptcy on the part of the Career Representative or entering into an arrangement with his creditors; or

    (e) should the Career Representative be in breach of any of the terms or conditions of this Supplemental Contract; or

    (f) by written notice to the Career Representative that the Career Representative has materially breached any internal and external codes applicable to the Career Representative in the sales of the AIA Co. Products and/or the codes of conduct as set out in Schedule 3 and Schedule 4 hereto.

14. Either party shall be entitled to terminate this Supplemental Contract, without any reason being given therefor, by giving the other party fifteen (15) days' written notice of its desire to terminate the same.

15. Subject to Clause 7 hereof, if after the effective date of termination of this Supplemental Contract, the Company accepts any applications from the Career Representative, all such transactions will be governed by the same terms and conditions as this Supplemental Contract provides in so far as those terms and conditions are applicable but no such acceptance of applications shall be construed as a renewal or holding over of this Supplemental Contract.

16. For the purpose of this Supplemental Contract, Clause 27 of the Contract shall, by reference and without affecting the Contract, be incorporated into this Supplemental and varied as follows:

    "The Career Representative hereby agrees that upon his ceasing to be a career representative of the Company whether by effluxion of time or otherwise the Company shall be entitled to publish notices in the local newspapers or dispatch correspondence notifying its policyholders and the general public that the Career Representative has ceased to be a career representative of the Company, and is therefore not authorized to transact any business on behalf of the Company or AIA Co. or collect any premiums or other payments on behalf of the Company or AIA Co. or in any way bind the Company."

[AIA – INTERNAL]

17. Upon termination of this Supplemental Contract for any reason whatsoever,

    (a) the authorization by the Company under clause 2 hereof shall cease forthwith;

    (b) clauses 12, 15, 16, 21 to 27 shall survive and continue to have effect after termination;

    (c) the Career Representative shall continue to comply with all applicable laws, legislation, regulations, codes and guidelines, including the Code of Practice for the Administration of Insurance Agents issued by the HKFI, and (i) the code on Conduct of Insurance Agents for General Insurance Business in respect of the selling of the Company's general insurance products; and (ii) the code on Conduct of Insurance Agents for Long Term Insurance Business in respect of the selling of the Company's long term insurance products, which codes are set out respectively in Schedules 3 and 4 hereto (as may be amended by the HKFI from time to time).

No Inducement

18. For the purpose of Clauses 16 of the Contract, all references to "Company" shall be construed to include both the Company and AIA Co.

Effective Date

19. Subject to the successful registration of the Career Representative with the Insurance Agency Registration Board ("IARB") of the Hong Kong Federation of Insurers ("HKFI") as the appointed insurance agent of AIA Co. in respect of AIA Co.'s general business, this Supplemental Contract shall become effective from the date which appears on HKFI record as the registration date and shall continue until it is terminated pursuant to Clause 13 or 14.

20. During the continuance of the Contract and/or this Supplemental Contract, the Career Representative shall:

    (a) maintain his requisite registration with the IARB as the appointed insurance agent of the Company and AIA Co., as appropriate; and

    (b) comply with all applicable laws, legislation, regulations, codes and guidelines, including the Code of Practice for the Administration of Insurance Agents issued by the HKFI, and (i) the code on Conduct of Insurance Agents for General Insurance Business in respect of the selling of AIA Co. Products or other general insurance products; and (ii) the code on Conduct of Insurance Agents for Long Term Insurance Business in respect of the selling of the Company's long term insurance products, which codes are set out respectively in Schedules 3 and 4 hereto (as may be amended by the HKFI from time to time).

Anti-Money Laundering and Combating the Financing of Terrorism

21. The Career Representative shall follow or comply with the Anti-Money Laundering and Combating the Financing of Terrorism policies and procedures set out by the Company from time to time.

[AIA – INTERNAL]

Date Privacy

22. The Career Representative agrees that any personal data and other information relating to him collected, obtained, compiled or held by the Company by any means from time to time may be used, maintained, processed, stored, transferred, disclosed and/or shared by the Company for the purposes of processing, administering, implementing and effecting the requests or transactions contemplated in any applications of insurance made from time to time, promoting or providing subsequent or other services or products to him, direct marketing, data matching and/or communicating with him. The Career Representative further agrees that the Company may transfer, disclose, grant access of or share such personal data and other information (i) as required by law or pursuant to court proceedings; (ii) to or with relevant regulatory bodies; and (iii) to or with individuals, entities and/or organizations associated with the Company and/or to or with third parties (including, without limitation, reinsurance companies, claims investigation companies, industry associations or federations, fund management companies, financial institutions, insurers, debt collection agencies or service providers) selected by the Company, in each case whether within or outside of Hong Kong, for any of the aforesaid purposes and/or for the purposes of providing administrative, data processing, data maintenance or storage, telecommunications, computer, payment, collections or other services to the Company in connection with the operation of its business.

Indemnity

23. The Career Representative shall indemnify and hold harmless the Company and AIA Co. against any and all liabilities, losses, costs, claims, expenses, actions, damages or demands which may be brought against or suffered by the Company or AIA Co. (as the case may be) arising from or in connection with:

    (a) the failure of the Career Representative to comply with the provisions of the Contract (as supplemented by this Supplemental Contract) or with any applicable law, regulation, code of conduct or guideline; or

    (b) any gross negligence, fraud or wilful default of the Career Representative.

Registration and other Compliance Requirements

24. All other obligations, restrictions and limitations imposed on the Career Representative in respect of the insurance business of the Company shall apply, mutatis mudantis, to the Career Representative in respect of the general business of AIA Co. as contemplated under this Supplemental Contract. The Career Representative shall register (or cause to be registered) with the IARB as an insurance agent of the Company and AIA Co. for General Business.

25. This Supplemental Contract shall be read in conjunction with and form part of the Contract. Unless modified by this Supplemental Contract, all terms and conditions of the Contract shall remain valid and in full force.

Severability

26. If any provision of this Supplemental Contract is not or ceases to be legal, valid, binding or enforceable under the laws of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions under that law nor the legality, validity, binding effect or enforceability of that provision under the laws of any other jurisdiction shall be affected.

Governing Law

27. This Supplemental Contract shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong") and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

[AIA – INTERNAL]

IN WITNESS WHEREOF the Company and the Career Representative have executed this Supplemental Contract in duplicate.

AIA INTERNATIONAL LIMITED
(Operating through its Hong Kong Branch)



For the Company
Name: , Business Partner, Agency Business Development



Career Representative
Name: _____
Passport No: _____
Permit for Travelling to and from Hong Kong and Macao No: _____

[AIA – INTERNAL]

Schedule 1

List of AIA Co. Products

POLICY PLANS
1. COMPREHENSIVE PERSONAL PACKAGE
2. DOMESTIC WORKER PROTECTOR (1 YR PLAN)
3. DOMESTIC WORKER PROTECTOR (2 YR PLAN)
4. ELITE HOME 1.0 – GOLD PLAN
5. ELITE HOME 1.0 – PLATINUM PLAN
6. GOLFERS - GOLD PLAN
7. GOLFERS - SILVER PLAN
8. HOME ASSURANCE 2.0 (1 YEAR PLAN)
9. HOME ASSURANCE 2.0 (2 YEARS PLAN)
10. HOME CARE 3.1 - BRONZE PLAN
11. HOME CARE 3.1 - GOLD PLAN
12. HOME CARE 3.1 - SILVER PLAN
13. HOME PERFECT - DELUXE ANNUAL
14. HOME PERFECT - DELUXE MONTHLY
15. HOME PERFECT - STANDARD ANNUAL
16. HOME PERFECT - STANDARD MONTHLY
17. PERSONAL LIABILITY INSURANCE

[AIA – INTERNAL]

Schedule 2

COMMISSIONS FOR PERSONAL LINE PRODUCTS

POLICY PLANS	ON FIRST YEAR COMMISSION	ON RENEWAL PREMIUMS ON 2ND POLICY YEAR ONWARDS
1. COMPREHENSIVE PERSONAL PACKAGE	30%	30%
2. DOMESTIC WORKER PROTECTOR (1 YR PLAN)	20%	20%
3. DOMESTIC WORKER PROTECTOR (2 YR PLAN)	20%	20%
4. ELITE HOME 1.0 – GOLD PLAN	30%	30%
5. ELITE HOME 1.0 – PLATINUM PLAN	30%	30%
6. GOLFERS - GOLD PLAN	30%	30%
7. GOLFERS - SILVER PLAN	30%	30%
8. HOME ASSURANCE 2.0 (1 YEAR PLAN)	40%	40%
9. HOME ASSURANCE 2.0 (2 YEARS PLAN)	40%	40%
10. HOME CARE 3.1 - BRONZE PLAN	25%	25%
11. HOME CARE 3.1 - GOLD PLAN	25%	25%
12. HOME CARE 3.1 - SILVER PLAN	25%	25%
13. HOME PERFECT - DELUXE ANNUAL	25%	25%
14. HOME PERFECT - DELUXE MONTHLY	25%	25%
15. HOME PERFECT - STANDARD ANNUAL	25%	25%
16. HOME PERFECT - STANDARD MONTHLY	25%	25%
17. PERSONAL LIABILITY INSURANCE	30%	30%

YEAR END BONUS :-
The Career Representative shall be entitled to a Year End Bonus after having satisfied the Company's First Year Commission requirement, or such or requirements as may be determined by the Company from time to time. The Year End Bonus provision is subject to change by the Company from time to time as shall be announced to all Career Representatives or communicated to the Career Representative's Leader of provided for in the Agent's Manual.

The above of Schedule of Commissions is subject to discontinuance or change on notice to the Career Representative in writing by the Company, such discontinuance or change applies only to business sold by the Career Representative subsequent to the date that such notice is given. The Career Representative agrees that the interpretation of the Company on this Schedule of Commission (including its supplementary notes) is final and conclusive in case of dispute.

[AIA – INTERNAL]

Schedule 3

Code of Conduct of Insurance Agents for General Insurance Business ("IARB")

1. An insurance agent shall at all times conduct business in good faith and with integrity.

2. In the event of a complaint concerning the conduct of an insurance agent, the agent shall co- operate with the IARB and the Principal concerned to establish the facts. The complainant should be informed that he should in the first instance refer the complaint to the relevant Principal. If the complainant is still dissatisfied he may refer the matter to the IARB.

3. An insurance agent shall:-

   (a) identify himself as an insurance agent acting on behalf of the Principal(s) he represents prior to discussing insurance policies with any person;

   (b) disclose his registration number if so requested and identify his registration number on his business cards if they are distributed;

   (c) give advice only on those matters in which he is competent to deal with or otherwise seek advice from his Principal(s) when necessary;

   (d) explain the cover afforded by each policy recommended to ensure that the prospective policy holder understands what he is buying;

   (e) explain the specific differences to which he is referring when making comparisons with other types of policies;

   (f) treat all information supplied by the prospective policy holder as confidential and disclose such information only to the Principal(s) to which the business is being offered;

   (g) not make inaccurate or misleading statements about any Principals or their policies, or any other intermediaries;

   (h) not impose any charge in addition to the policy premium without disclosing the amount and purpose of such charge to the policy holder before the binding of the policy; and

   (i) not pay any part of any commission or discount allowed to the agent to any director, partner or employee of any insured as an inducement to place the business with the Principal unless prior agreement and approval of the insured is received in writing.

4. In assisting a prospective policy holder to complete the proposal or application form, an insurance agent shall:-

   (a) not influence the prospective policy holder, and make it clear that the answers or statements given are the latter's own responsibility; and

   (b) explain the consequences of fraud, non-disclosure and inaccuracies to the prospective policy holder and draw his attention to the relevant statements in the proposal form.

[AIA – INTERNAL]

Schedule 4

Code of Conduct of Insurance Agents for Long Term Insurance Business

1. An insurance agent shall at all times conduct business in good faith and with integrity.

2. In the event of a complaint concerning the conduct of an insurance agent, the agent shall co- operate with the IARB and the Principal concerned to establish the facts. The complainant should be informed that he should in the first instance refer the complaint to the relevant Principal. If the complainant is still dissatisfied he may refer the matter to the IARB.

3. An insurance agent shall:

   (a) identify himself as an insurance agent acting on behalf of the Principal(s) he represents prior to discussing insurance policies with any person;

   (b) disclose his registration number if so requested and identify his registration number on his business cards if they are distributed;

   (c) make every reasonable effort to ensure that the policy proposed is suitable to the needs and resources of the prospective policy holder as disclosed to the insurance agent;

   (d) give advice only on those matters in which he is competent to deal with or otherwise seek advice from his Principal(s) when necessary;

   (e) explain the cover afforded by each policy recommended to ensure that the prospective policy holder understands what he is buying;

   (f) explain the specific differences to which he is referring when making comparisons with other types of policies or forms of investment;

   (g) treat all information supplied by the prospective policy holder as confidential and disclose such information only to the Principal(s) to which the business is being offered;

   (h) not make inaccurate or misleading statements about any Principals or their policies, or any other intermediaries;

   (i) not impose any charge in addition to the policy premium without disclosing the amount and purpose of such charge to the policy holder before the binding of the policy;

   (j) not make inaccurate or misleading statements or comparisons to induce an insured to replace existing long term insurance with other long term insurance to the insured's disadvantage;

   (k) not pay or offer to pay any rebate of premium, commission or other incentive not specified in the policy as an inducement to any prospective long term insurance policy holder; and

   (l) comply with the requirements as specified in the MPF Code where he is engaged in selling or advising on Mandatory Provident Fund schemes or their constituent or underlying funds.

4. In assisting a prospective policy holder to complete the proposal or application form, an insurance agent shall:-

   (a) not influence the prospective policy holder, and make it clear that the answers or statements given are the latter's own responsibility; and

   (b) explain the consequences of fraud, non-disclosure and inaccuracies to the prospective policy holder and draw his attention to the relevant statements in the proposal form.

5. An insurance agent shall:-

   (a) explain the long term nature of the policy and the consequences of early discontinuance and/or surrender;

   (b) where a policy offers participation in profits, or is investment-linked, explain the specific difference between guaranteed and projected benefits;

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(c) where projected benefits are illustrated, explain the assumptions on which the illustrations are based, including any future bonus or dividend declaration, and that projected benefits are not guaranteed;

(d) in the case of participating (with-profit) business, explain that any bonuses or dividends declared in the future may be lower or higher than those currently quoted and that past performance may not be a guide to future performance;

(e) in the case of linked long term business, explain that unit value and the value of the policy holder's benefits may fluctuate;

(f) unless specifically authorized by a Principal, use only such sales proposals and illustrative figures that are supplied by the Principal and shall use the whole illustration in respect of the policy being discussed, and no other, and shall not add to it or select only the most favourable aspects of it; and

(g) if he is authorized by a Principal to prepare certain illustrations himself, prepare them using only the assumptions authorized by the Principal.

[AIA – INTERNAL]