

# Service Level Agreement

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## Service Level Agreement

**BETWEEN:** XYZ with registered office at ..... and with enterprise number .....

Represented by....., in his capacity of.....

Hereafter called "**X**"

**AND:** Aon Belgium bvba/sprl, with registered office at 1831 Diegem, Telecomlaan 5-7 and enterprise number 0426.531.863;

Insurance broker known under the number 013982 A-R;

Represented by Philip Alliet, in his capacity of CEO and Bart Goossens, in his capacity as CCO;

Hereafter called "**Aon**"

Each a "party" and together the "parties".

### 1. Subject

Aon will provide insurance mediation advice and assistance to X, with respect to the insurances mentioned in exhibit 2.

### 2. Term and Termination

This Agreement shall be effective from dd-mm-yyyy at 00.00 hours for a first period of ..... years, with a tacit renewal, each time for a period of 12 months.

Each party can cancel this agreement at its expiration date by registered mail and at least three months before its expiration date.

### 3. Scope Of Services

This Agreement only applies to the Services as set forth below:

#### 3.1 Mediation in arranging insurances

By this is meant;

- establishing, in consultation with X, the desired coverage, including the extent of the cover, extent of the amount(s) insured, extent of the deductible(s);
- obtaining the required risk information for the benefit of (re)insurers;
- approaching one or more (re)insurers for getting (indicative) offer(s);
- compare the offers if there are more than one;
- present the offer(s) to X;
- in case of an order, to place the (re)insurance(s) with (re)insurers and to confirm the coverage to X;
- drafting and issuing, modifying or checking by Aon of policy documents, if applicable;
- collecting and transferring the premium, if applicable;
- during the validity of the (re)insurance(s), in consultation with X, to verify if the (re)insurance(s) still meets the cover(s) desired by X;
- periodically attuning X's intentions regarding renewal;
- in concert with X, periodically remarketing the indicated insurances;
- renewing the (re)insurance(s) on the contract expiry date;
- endeavouring to check the solvency of the (re)insurers

#### 3.2 To put to the disposition our international network

By this is meant;

- in concert with X, drafting and distributing 'corporate insurance guidelines' for the subsidiaries of X and local Aon offices;
- implementing and maintaining an international insurance program in accordance with the corporate insurance guidelines;
- mapping out local insurances and to bring and keep these into line with the corporate insurance guidelines;
- periodically report to X about the status of the insurances and claims with regard to the foreign branches of X.

### 3.3 Risk information and risk advice

By this is meant;

- collecting general data for the use of mediation activities (values, preventive and repressive measures, applied constructions, business interruption values, process flow, establishing the maximum possible loss for material damage and business interruption, etc.) and drafting inspection reports.
- advising on preventive and/or repressive measures to be taken in case of investments (new building, rebuilding, process adaptations, introducing or expanding automated data processing, etc.)
- advising on the contents and relevance of government, safety or other technical (preventive or repressive) regulations made or to be made by third parties.

### 3.4 Claims handling

By this is meant assisting X in settling claims by;

- setting up a claims reporting procedure and according to this procedure, collecting and recording claims data to be forwarded to the insurers;
- upon instruction of the insurer, appointing loss adjusters or other experts, and eventually, advising X to appoint a counter-adjuster or another expert. Keeping in touch with the (counter-) adjusters or other experts as well as monitoring the progress of the settlement;
- negotiating with the insurers to settle claims in close consultation with X;
- to see to it that indemnities are being paid.

### 3.5 Additional claims handling

By this is meant assisting **X** in settling claims by;

- Providing assistance for actions for indemnity related to a claim;
- dealing with claims of which the entire claim amount is expected to remain under the deductible, after X has supplied Aon with the relevant information on the liability loss. This includes, inter alia:
  - calling in (an) external loss adjuster(s) for investigating the liability and/or the circumstances and/or assessing the loss;
  - eventually calling in external expertise for the purpose of taking up a position regarding the liability and/or putting up a defence in legal proceedings;
  - consulting with **X** concerning the way of treating the damage
  - when handling liability damages, eventually rejecting liability towards the adversary;
  - and all actions which are required for a proper settlement of the claim.

Aon and X will refrain from assuming a position regarding liability towards the adversary, until it has been decided by mutual arrangement that liability must or must not be admitted.

All invoices made for external expertise and advice shall be issued in the name of X and will have to be paid directly by X.

Payments to the adversary must be borne by X and will be made by X.

In case of cancellation of this agreement, Aon will settle the open and already processing claims with regards to this agreement.

#### Exclusion liability Aon

With regard to the service additional claims handling, Aon shall not be liable for any damage whatsoever, unless X shall prove that the damage has been caused by Aon's wilful act or gross negligence. X shall save harmless and keep Aon indemnified from and against any third party claims in this respect.

### 3.6 Report and analysis

By this is meant, regarding the insurances which have been underwritten through the intermediary of Aon;

- drafting a complete summary of all insurances once every 12 months. In this summary the following information will be given per insurance:
  - Kind of insurance
  - Policy number
  - Name policyholder
  - Name Insured
  - Amounts insured
  - Deductibles
  - Summary of the coverages
  - Premium
  - Insurance period
  - Insurers
  
- reporting once every 3 months on the progress of all outstanding claims. In such survey the following information will be given per insurance:
  - Date of loss
  - Insured
  - Description of the loss
  - Progress
  - Claim number
  - Advisor
  - Currency
  - Reserve amounts
  - Amounts Paid
  - Actions to be taken

- drafting and reviewing with X a complete summary of all the claims which have been reported once every 12 months. In this summary the following information will be given per insurance:
  - Insured
  - Description of the claim
  - Date of the loss
  - Claim number
  - Currency
  - Reserve amounts
  - Amounts Paid
  
- analysing and reviewing with X the claim statistics once every 12 months. Per claims statistic the following analysis will be carried out:
  - Distinguishing the different types of claims
  - Establishing the number of claims per type of claim
  - Recognizing possible trends in the claims experience
  - Drawing conclusions regarding important claims.

## 4. Fee

In consideration of the Services specified in this Agreement, X will pay an annual Fee of the amount of ....., which will be charged per trimester.

All amounts and costs are excluding insurance and/or turnover tax (VAT), which might be due and will be payable by X.

This Fee will be revised yearly, by adapting the Fee conform the proportional raise of the consumption index of the past year in comparison to the consumption index of 1 January 2016.

Furthermore, Aon shall use its best efforts to maintain a competitive Fee at all times and the Fee for the Services shall be established from time to time. Parties shall meet and negotiate in good faith with respect to the Fee and, upon reaching agreement, execute and deliver a new Fee.

Are included in the above mentioned Fee, the travel and accommodation costs up to a maximum of 2.500 EUR a year.

## 5. Payment Terms

All Fees will be charged by Aon on the due date. By mutual agreement, there is determined that X has to pay within 30 days from the date of Aon's invoice.

All payments shall be made without any deductions or withholding of any sums, unless allowed by Law.

## 6. The agreement

This Agreement incorporates the attached Exhibits and constitutes the sole and entire Agreement between parties in regard of the subject matter hereof, replacing therefore any previous Agreement which might exist between parties in regard of the subject matter hereof

This Agreement may be amended only by written agreement of both parties, which will be appended to this Agreement as an Appendix.

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver or affect its right to require the future performance thereof, nor shall its waiver of any breach of any provision of this Agreement constitute a waiver of any subsequent breach or nullify the effectiveness of any provision.

This Agreement must be accepted within sixty (60) days from the proposal date by signature of X. In absence of written acceptance, the act of requesting and accepting Services from Aon shall constitute such acceptance by X.

Our Agreement is subject to the Aon General Conditions, that can be consulted at all time on [www.aon.be](http://www.aon.be). A copy of these General Conditions are added as annexe N° 3.

## 7. Termination

The Agreement can be terminated by mutual agreement, or by either party, by registered mail and immediate effect at the notification, in the following cases:

- Each party shall have the right to terminate this Agreement on the expiry date, upon three (3) months prior written notice sent by registered mail;
- The other party shall become insolvent, or enter into receivership, liquidation or voluntary arrangements with its creditors, or if a party ceases or threatens to cease to carry on business;
- The other party is in breach of a material term of this Agreement, and where the breach has not been remedied within sixty (60) calendar days of the nature of the breach being advised to the other party in writing.

In case of anticipatory breach of the agreement by the client, Aon Belgium is entitled to receive compensation from the client for the damage suffered, in accordance with this agreement, equal to the amount of the sums due until the end of the contractual period, and this cumulatively with any other outstanding amount in virtue of this agreement.

## 8. Confidential Information

Both parties agree to not disclose any of the terms of this Agreement without obtaining the prior written consent of the other party.

Neither party shall have any obligation to preserve the confidentiality of any information which (i) is in the public domain or is generally available to the public; or (ii) was in the possession of or disclosed to the other party prior to the date hereof, free of any obligation to keep the same confidential; or (iii) is lawfully acquired by the other from a third party under no obligation or confidence to the other; or (iv) which the other is obligated under law or court order to disclose.

This obligation will survive the termination of this Agreement.



## 9. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Belgium, and all disputes regarding this Agreement will be submitted to the exclusive jurisdiction of the competent courts in Brussels.

Thus agreed in ..... on ..... and signed in duplicate.

**Error! Reference source not found.**YZ nv

Aon Belgium bvba/sprl

Represented by:

Represented by:

(Name + Signature)

Philip Alliet

Bart Goossens

CEO

CCO



## Annexe 2: List of Insurances

Insurance	Policy Number	Insurance Company

## Annexe 3: General Terms and Conditions of Aon Belgium bvba/sprl

### General Terms and Conditions of Aon Belgium bvba/sprl

1. Aon Belgium bvba ('Aon') is a company formed under Belgian law, with its registered offices, according to its Articles of Association, in Diegem, registered in the Banque-Carrefour des Entreprises under the number 0426.531.863, and in the FSMA register under number 013982A-R. Aon Risk Solutions is a trading name of Aon.
2. These General Terms and Conditions apply to all orders placed with Aon by a client ('the client'). Only Aon is deemed to be the supplier in respect of the client.
3. Natural and legal persons that are directly or indirectly affiliated to Aon and that are involved in the provision of the services by or on behalf of Aon in any way may also invoke the General Terms and Conditions.
4. Aon undertakes to the client to protect the confidentiality of all confidential information relating to the client and the order. The confidentiality obligation continues until one year after the termination of the order. Information already available to Aon before the order was issued or that was acquired lawfully from a third party or third parties, or gathered independently by Aon, that was or becomes (publicly) known, which knowledge is not the result of any action or omission by Aon, is not covered by the confidentiality obligation.  
This confidentiality obligation also does not apply to information that Aon is required to disclose by law, the rules of any stock exchange or order by a court or other competent government body.
5. On processing personal details, Aon shall at least observe the applicable legal provisions.
6. Aon shall process data from the client and the client's insurance programmes, including name and address details, policy details and personal details needed into order to realise insurance and all other service provision by Aon. This information shall be saved in one or more databases. In addition to use for the client, these databases may also be viewed by other Aon companies for matters including the provision of consultancy and other services to insurers for which Aon may receive a remuneration.
7. In view of the global structure of the group of companies of which Aon is part, personal details provided by the client may be sent or used, saved or otherwise processed in a country other than that in which the information was obtained. In such cases, Aon shall provide for an appropriate level of protection.
8. Aon's remuneration consists of a fee or commission or brokerage determined on the basis of the insurance premium. Other remuneration elements may include the brokerage for settlement of damages, recourse payments, interest income on assets and additional payments by insurers for services provided to them. Aon also charges clients policy and administration costs, which depend on the amount of the premium and/or commission.

- 9 The following applies with regard to Aon's liability:
  - 9.1 The provisions of this Article 9 concerning liability apply for Aon, including companies affiliated to Aon and employees of Aon and of companies affiliated to Aon. The provisions concerning liability in this Article 9 also apply to claims filed against Aon by companies affiliated to the client and employees of the client or such companies.
  - 9.2 To the extent permitted by law and with the exception of damages arising solely and directly as a result of intent or gross negligence, Aon's liability to the client for all damages, costs and expenditure (including but not confined to legal fees) concerning or relating to the service provision by Aon is limited to EUR 5,000,000. Aon is in no case liable for trading losses, consequential loss or indirect damages (including loss of earnings and/or profit).
  - 9.3 All claims (by the client or companies affiliated to or employees of the client) against Aon (or companies affiliated to or employees of Aon) concerning or related to the service provision by Aon must be filed no later than one year from the date on which the client became aware of the grounds for the claims, or should have been aware of the grounds for those claims.
  - 9.4 Aon is not responsible for errors or omissions by third parties such as non-affiliated co-brokers and sub-agents. Liability for actions by third parties is therefore entirely ruled out.
  - 9.5 For the fulfilment of the order Aon is dependent on the information provided by the client, including information on (changes in) the business operations, business activities or legal form, acquisitions, procurements and sales, insurance policies held elsewhere and the like. Aon is not liable for the consequences of the provision of incomplete or inaccurate information by the client.
  - 9.6 If Aon takes over insurance policies from another agent, Aon is not liable for those policies (in observance of this Article 9) until Aon has had a reasonable period in which to assess their status and issue an advisory report.
  - 9.7 Aon checks the capital adequacy/solvency of insurers on the placement and renewal of insurance policies but is not liable if an insurer proves to be insolvent after the event.
  - 9.8 Aon is not liable for damages suffered by the client as a result of an erroneous calculation or estimate of the premium and taxes applying to the insurance.
10. The relationship between the client and Aon is governed by Belgian law.
- 11 Only the Court of Brussels shall be competent to hear any dispute between the client and Aon.

## Annexe 4: GDPR Clauses: Aon as Controller

## GDPR Clauses: Aon as Controller

The following data protection addendum shall apply from 25 May 2018 where Aon provides advice and assistance in terms of insurance mediation and Risk Management and forms part of the Agreement between Aon and Client.

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this data protection addendum (the "**Addendum**") the following terms shall have the following meanings:

"**Affiliate**" means, with respect to a Party, an entity that is Controlled by, Controlling or in common Control with that Party, where "Control" means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract or otherwise;

"**Agreement Personal Data**" means any personal data (including any sensitive or special categories of data) that is processed under or in connection with this Agreement;

"**Aon Group**" means Aon and any of its Affiliates from time to time;

"**Business Day**" means a day except Saturdays and Sundays and public holidays in Belgium;

"**DP Laws**" means any applicable data protection laws relating to the protection of individuals with regards to the processing of personal data including (i) EU Data Protection Directive 95/46/EC ("**DP Directive**") as implemented by EU member states, (ii) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), from 25 May 2018, (iii) laws implemented by EU member states which contain derogations from, or exemptions or authorisations for the purposes of, the GDPR, or which are otherwise intended to supplement the GDPR, (iv) Directive 2002/58/EC ("**ePrivacy Directive**") as implemented by EU member states or in the UK (as may be applicable), (v) any legislation that, replaces or converts into domestic law the GDPR and/or the ePrivacy Directive (as may be updated or replaced) or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union; and/or (vi) any corresponding or equivalent national laws or regulations including any amendment, update, modification to or re-enactment of such laws;

"**EEA**" means the European Economic Area;

"**EU Standard Contractual Clauses**" means either (i) the standard contractual clauses for the transfer of personal data to controllers established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2004)5721; or (ii) the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2010) 593, in each case as updated, amended, replaced or superseded from time to time by the European Commission;

"**Sub-processor**" means a processor engaged by Aon to carry out specific processing activities on Agreement Personal Data; and

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

The terms "**controller**", "**data subject**", "**personal data**", "**processing**", "**processor**", "**sensitive personal data**" and "**special categories of data**" shall have the same meanings ascribed to them under either the DP Directive, or the GDPR as applicable.

- 1.2. Capitalised terms not defined in **Clause 1.1** shall have the meaning ascribed to them elsewhere in the Agreement.
- 1.3. To the extent that the terms contained in this Addendum conflict or are inconsistent with those terms relating to the same subject matter contained elsewhere in the Agreement, the terms contained in this Addendum shall prevail.
- 1.4. Except as modified below, the terms of the Agreement shall remain in full force and effect.

## **2. DATA PROTECTION OBLIGATIONS**

- 2.1. The Parties envisage that under the terms of this Addendum:
- 2.2. Each Party is a separate controller in respect of the Agreement Personal Data processed pursuant to the advice and assistance in terms of insurance mediation and Risk Management which Aon provides to Client under the Agreement and shall independently determine the purposes and means of such processing.
- 2.3. Each Party acknowledges and confirms that they will observe all applicable requirements of DP Laws and these terms in relation to its processing of the Agreement Personal Data, and will, on request, provide the other at its own expense (unless otherwise stated below) with reasonable assistance, information and cooperation to ensure compliance with the respective obligations under DP Laws in relation to the Agreement Personal Data.
- 2.4. Client acknowledges and understands that Aon gathers data (including personal data) from Client for (i) the delivery of the Consultancy Services; (ii) the management of Aon's relationship with Client, including the marketing of products or services to Client which may be of interest to Client, invoicing, the settlement of disputes and associated business administration; and (iii) the development of Aon Group's products and services (for example conducting benchmarking, market research, data analysis), for the purposes of which Aon shall process aggregated, de-identified data, and shall not publish externally or otherwise disclose any information which derives from Client-originating data which would identify an underlying data subject or Client without Client's prior consent.
- 2.5. The Client acknowledges and understands that Aon shall act as a controller of any personal data which is processed pursuant to **Clause 0** and shall comply with DP Laws in respect of such processing.
- 2.6. In providing the Consultancy Services, each Party acknowledges, confirms and represents for its own part that, as a controller of any Agreement Personal Data:
  - (a) all personal data collected or sourced by it or on its behalf for processing in connection with the Consultancy Services and the performance of this Agreement or which is otherwise provided or made available to the other Party shall comply with and have been collected or otherwise obtained in compliance with DP Laws; and
  - (b) all instructions given in respect of the Agreement Personal Data shall be in accordance with DP Laws.



- 2.7. The Parties will work together in good faith to ensure the information referred to in DP Laws including GDPR Articles 13 and 14 is made available to relevant data subjects in relation to the processing by either Party when acting as a controller (which may include the provision by Client to data subjects, on behalf of Aon, of information relating to Aon's processing activities), and the information is in a concise, transparent, intelligible and easily accessible form, using clear and plain language as required by DP Laws including GDPR Article 12.
- 2.8. If either Party (the "**Data Receiving Party**") receives any complaint, notice or communication from a Supervisory Authority which relates directly or indirectly to the other Party's: (i) processing of the Agreement Personal Data; or (ii) a potential failure to comply with DP Laws, the Data Receiving Party shall, to the extent permitted by law, promptly forward the complaint, notice or communication to the other Party and provide the other Party with reasonable co-operation and assistance in relation to the same.
- 2.9. If a data subject makes a written request to a Party to exercise their rights in relation to the Agreement Personal Data that concerns processing in respect of which another Party is the controller, that Party shall forward the request to the other Party promptly and in any event within five (5) Business Days from the date on which it received the request and, upon the other Party's reasonable written request, provide that other Party with reasonable co-operation and assistance in relation to that request to enable the other to respond to such request and meet applicable timescales set out under DP Laws.
- 2.10. Each Party shall implement appropriate technical and organisational security measures in relation to the processing of the Agreement Personal Data, which shall ensure a level of security appropriate to the risk including, as appropriate, (a) pseudonymisation and encryption; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to the Agreement Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of those measures.
- 2.11. If either Party becomes aware of a Personal Data Breach involving Agreement Personal Data, it shall notify the other Party without undue delay, and each Party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to data subjects which either Party is required to make under DP Laws.
- 2.12. Due to the global nature of services provided by Aon, data may be transmitted, used, stored and otherwise processed outside of the country in which it was submitted. The Parties acknowledge that Aon may transfer and otherwise process or have transferred or otherwise processed Agreement Personal Data outside the United Kingdom and EEA provided that such transfer is made in compliance with applicable DP Laws, including, if applicable, EU Standard Contractual Clauses, certification under the EU-US Privacy Shield, or such other international transfer mechanism approved under applicable DP Laws.

Having read and understood the terms of this Addendum, they are agreed to by:

**Signed:**

**Name:**

**Client name:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Title/Position:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_