

Our Ref. No. : 397636 (2)

(CONFIDENTIAL)

22 January 2021

PARICH WEALTH MANAGEMENT LIMITED

Dear Sir/Madam,

Agreement between PARICH WEALTH MANAGEMENT LIMITED and FTLife Insurance Company Limited ("FTLife") dated 2 Jun 2017 (as supplemented and amended from time to time, the "Agreement")

Reference is made to the Agreement. This letter shall be supplemental to the Agreement and forms an integral part thereof. Unless otherwise specified, terms used in this letter shall have the same meaning as those defined in the Agreement.

We hereby inform you that FTLife will include Prosperous Deferred Annuity Plan 2 as part of its Products to be offered for sale with effect from 25 January 2021. The Commission Schedule for this product is listed below.

Policy Plans	Extra 10% of 1 st year basic commission if annual mode	Basic Commission As a Percentage of Premium received by FTLife (in %)												Override as a Percentage of the 1 st Year Basic Commission actually received by the Intermediary (in %)
		1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Up to premium payment period		
Prosperous Deferred Annuity Plan 2 (Premium Paying Period: 5 years)	Y	11	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	160	
(Premium Paying Period: 9 years)	Y	20	2	2	2	2	2	N/A	N/A	N/A	N/A	N/A	160	

For the product Prosperous Deferred Annuity Plan, FTLife will add the remark (as follows) to the Commission and Bonus Schedule for Life Insurance Product. The said remark will take effect from 22 January 2021.

New Remark for Prosperous Deferred Annuity Plan

Plan will not be offered for sale from 25 January 2021 and the last submission date is 1 February 2021.

FTLife hereby gives notice to the Intermediary that the following amendments to the Agreement shall become effective without further notice as of 1 March 2021:

Amendments to Clause 4 "Referral Business"

The following Clause 4.1 and 4.19 shall replace the current Clause 4.1 and 4.19 respectively in its entirety:-

- 4.1 During the Term the Intermediary will:
- (i) conduct its business, including the Referral Business, with utmost good faith and integrity and with all due care and diligence maintaining a high standard of service for Clients;
 - (ii) maintain all necessary licenses, consents and approvals required for the conduct of its business, including the Referral Business, in any country in which it operates;
 - (iii) provide adequate ongoing trainings to its Representatives and ensure that they are suitably trained, qualified and act in accordance with all Applicable Laws and Regulations

- including without limitation to (1) being familiar with the Products; (2) able to fully and properly explain the Products to Clients; and (3) if applicable, provision of professional advice to Clients regarding choice and management of different investment choices available under any investment linked assurance schemes Products;
- (iv) without prejudice to its other obligations hereunder, ensure that neither it nor any of its Representatives carries on any regulated activity (as set out in Part 1 of Schedule 1A to the IO and Part 1 of Schedule 5 to the Securities and Futures Ordinance (Cap. 571) of Hong Kong including, without limitation, advising on securities) in connection with its business, including the Referral Business, unless the person carrying on that regulated activity has all necessary licences and registrations (including, without limitation, in the case of carrying on a regulated activity as defined in the IO, obtained a licence from the Insurance Authority and; in the case of advising on securities, obtained a Type 4 (advising on securities) licence from the Securities and Futures Commission in Hong Kong);
 - (v) conduct the Referral Business in all respects in accordance with FTLife's business procedures as the same are in force from time to time and are notified to the Intermediary, including proof of where business is conducted; and
 - (vi) ensure that its Representatives comply with all the terms and conditions of this Agreement in respect of the Referral Business as if they were the Intermediary under this Agreement.

4.19 The Intermediary notify FTLife in writing forthwith if:

- (i) any licence, permit or authorization granted or issued to the Intermediary with respect to the Intermediary's performance under this Agreement by any governmental or regulatory authorities is terminated, expires or otherwise ceases to have effect;
- (ii) there is any change to the condition or status of such licence, permit and authorization;
- (iii) the Intermediary has filed a petition for winding-up or is wound up or adjudicated bankrupt by a court in Hong Kong or elsewhere;
- (iv) any directors, controllers, partners or Representatives of the Intermediary has declared bankrupt;
- (v) the Intermediary (or any of its directors, controllers, partners or Representatives) is convicted of a criminal offence (other than a minor offence) in Hong Kong or elsewhere;
- (vi) there are any material breaches of requirements under the IO or any rules regulations, codes or guidelines administered or issued by the IA, by the Intermediary or its Representative;
- (vii) there are any material incidents which happen to the Intermediary, including without limitation to change to the condition or status mentioned in Clauses 4.1(ii) and 4.1(iii);
- (viii) the Intermediary is disciplined by the IA, the Hong Kong Monetary Authority, the Securities and Futures Commission, the Mandatory Provident Fund Schemes Authority, or any other relevant regulatory authorities;
- (ix) there is any change in relation to the Intermediary's circumstances which may have an adverse effect to the Intermediary's compliance with the "fit and proper" criteria specified by the IA; and/or
- (x) there is any material breach(es) of Clause 4.1(iii).

Other than as amended by this letter, all other provisions of the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency between the Agreement and this letter, the provisions of this letter shall prevail.

Thank you for your support and we look forward to working more closely with you in the years to come.

Yours faithfully

For and on behalf of

FTLife Insurance Company Limited

(a company incorporated in Bermuda with limited liability)



Authorised Signatory