

**MARSH**

**TERMS OF BUSINESS  
AGREEMENT**

**MARSH INSURANCE BROKERS (MALAYSIA) SDN. BHD.**

**(COMPANY NO.: 198201008640 [88363-U])**

These general terms of business (the “Agreement”) set out the nature and scope of the services Marsh Insurance Brokers (Malaysia) Sdn. Bhd. (Company No.: 198201008640 [88363-U]), (“Marsh” or “we”) will be providing to you (which term shall, for the purposes of this Agreement, include your affiliates. References to “insurance” and “insurer” include “reinsurance” and “reinsurer” where applicable.

## Introduction

This Agreement will supersede and replace any previous agreements containing the same or similar subject matter and may only be varied by written agreement with you, (unless superseded by future amended terms of business issued by Marsh and accepted by you).

**By instructing us to act, you will be deemed to have accepted the terms of this Agreement and to have requested to deal with us in English unless we specifically agree with you otherwise.**

## About Marsh

Marsh is licensed and regulated by Bank Negara Malaysia (“BNM”). You can see the details of our authorisation by visiting BNM’s <http://www.bnm.gov.my>

Marsh is an associate of Marsh Group. In this Agreement, the “Marsh Group” means Marsh & McLennan Companies, Inc. its subsidiaries, affiliates and associate companies. Marsh may use offices in the Marsh Group or the services of other intermediaries external to the Marsh Group, when in Marsh’s professional judgement those services are necessary or appropriate.

## Who do we act for?

As an independent insurance intermediary, we generally act as agent of our clients. As such we put the duties we owe to you above our own interests.

We may in certain circumstances handle claims on behalf of insurers. We will advise you when these circumstances occur and inform you of how we will deal with any possible conflicts of interest. If we give you notice of a conflict of interest, you will have the right to terminate this Agreement immediately. If you do not terminate this Agreement, we will continue to provide the services.

**We are not an insurer or an underwriter.**

## Our Services

### PLACEMENT SERVICES

#### Negotiation and Broking

Marsh will act as your insurance broker and/or risk management consultant (as applicable). We will discuss your insurance requirements with you, including the scope of cover, limits sought and cost of cover.

We will keep you informed of our progress and identify where we are unable to obtain all or part of the cover sought by you. We will use reasonable endeavours to implement your insurance program, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate). We cannot, however, be responsible for the consequences of late instructions or the actions of third parties.

We will provide you with the information you need to make a decision about insurance cover available. All decisions regarding the amount, type or terms of insurance covers shall be your sole responsibility. While Marsh may provide advice and recommendations, you must decide on the specific coverage that is appropriate for your particular circumstances and financial position.

Marsh does not assume any liability for the effectiveness or completeness of your existing insurance program (if any) or any insurance policies placed by you directly or by another insurance broker or for any acts or omissions occurring prior to the date of commencement of Marsh’s engagement.

If the Client instructs Marsh to place any insurance with a takaful carrier, Marsh may engage one or more of its affiliates to effect, complete or

administer such placement, and the Client authorises Marsh to instruct such affiliate accordingly. The Client acknowledges that an affiliate may act as the contracting intermediary and/or the recipient of contribution. The Client shall pay the full contribution either to the affiliate (as instructed) or directly to the takaful carrier.

### **Market Security**

We will approach Malaysia licensed insurers as required to comply with laws of Malaysia, and regulations. If you are interested in receiving more information about a particular insurer(s), including information about its financial strength and security, please contact us for further guidance and information.

We assess insurers and markets with whom we place business, using public information including that produced by recognised rating agencies. We do not, however, guarantee or otherwise warrant the solvency of any insurer or market used for your requirements. The decision regarding the suitability of any insurer or market rests with you. If you have any concerns regarding any insurers chosen for your insurance requirements you must advise us as soon as possible and we will discuss them with you.

### **Quotations**

Marsh does not guarantee premiums quoted by insurers. All premium quotations are provided by insurers and are subject to subsequent acceptance by insurers, unless otherwise stated. Unless otherwise specified, all premiums quoted include our brokerage where applicable.

### **OTHER SERVICES**

Marsh may, if agreed by the parties, provide the Consulting, Risk Management and Administration services described in Appendix A, and may charge separately for these services. Such services will, unless otherwise agreed, be subject to, and governed by, the terms of a separate agreement. Unless otherwise agreed, other services (including those related to health and benefits) shall also be subject to, and governed by, the terms of a separate agreement.

### **Our Respective Responsibilities**

### **Proposal Forms**

For certain classes of insurance, you may be required to complete a proposal form, questionnaire or similar document. We will provide guidance if needed but we are not able to complete the document for you. In most cases, the information you provide will be the basis of or form part of the insurance policy.

**The provision of incorrect or incomplete information may result in the insurer denying a claim or avoiding the policy (cancelling the policy from inception).**

### **Disclosure of Information**

You are responsible for providing us or your insurers with the information we or the insurers request from you to enable us to seek the cover you require. We will not be responsible for any consequences which may arise from any delay or failure by you to do so.

Further, you must disclose to us or your insurers all information which is material to your requirements for coverage, or which might influence insurers in deciding to accept your business, finalising the terms to apply and/or the cost of coverage. You should not rely on insurers to request material information from you. Failure to make such disclosure may result in the policy being rendered void, which could lead to claims not being paid. This duty of disclosure applies before the start of cover, when all material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked. Any material changes which may occur or come to light after a quotation has been given must also be notified to us and your insurers.

The same duty is owed to the insurer before renewal, extension, variation or reinstatement of a contract of insurance. In addition, changes which substantially increase the risk, or relate to compliance with a warranty or condition in a policy, must be notified at once.

You should not rely on casual observation of any material aspect of the risk by us or any other third party as satisfying your obligation to disclose material matters concerning your cover.

Please contact us immediately if you have any doubts about what is material or have any concerns that we may not be aware of material information.

### **Your Policy**

We will use all reasonable endeavours to ensure that your policy documentation is forwarded in a timely manner. Your policy documentation will confirm the basis of the cover, give details of the insurers together with details of the amount of premium and the date it is due.

You are responsible for reviewing your insurance documentation together with other related documents which may be sent to you from time to time to confirm that they accurately reflect the coverage, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions, warranties and subjectivities as failure to comply with any of them may invalidate your coverage. If there are any discrepancies, you should consult us immediately.

### **Claims**

You are responsible for notifying Marsh or the insurer directly (as applicable), claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy, you should familiarise yourself with the provisions of your coverage and procedural requirements in relation to claims and notification of those claims or circumstances. Failure to adhere to the notification requirements, particularly in relation to timing, as set out in the policy or other coverage document, may entitle insurers to refuse your claim. **When presenting a claim it is your responsibility to disclose all facts material to the claim.**

Marsh will, where agreed with you, provide claims handling services ("Claims Handling Services") which consist of:

- (a) assisting with notification to insurers and reinsurers;
- (b) assisting with briefing assessors or loss adjusters of the insurers where Marsh is authorised to do so;
- (c) following up with insurers and other parties in the claims process (e.g. experts, legal advisors and lawyers) if need be; and/or
- (d) monitoring and pursuing prompt claims

payments as agreed by insurers.

Marsh will not receive any claims monies unless it involves reinsurance placement. Where we do collect reinsurance claims payments in such cases, these will be remitted to you in accordance with any regulatory requirements and will only be remitted to you upon receiving from insurers.

Unless otherwise agreed, any claims-related services that we may provide will cease if: (i) our appointment is terminated or we are otherwise not retained in relation to the renewal or replacement of a policy; or (ii) when a dispute arises between us, which we reasonably believe cannot be resolved.

### **Change in Circumstances**

You must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services we provided or the coverage provided under your insurance policy.

We will advise you as soon as reasonably practicable of any resultant changes in premium or terms and conditions of your policy.

### **Provision and Use of Information**

The services we provide to you are for your exclusive use and all data, recommendations, proposals, reports and other information (collectively, the "Report") provided by us in connection with our services contains proprietary, confidential information, is for your sole use and may not be shared with or relied upon by any third party, unless otherwise agreed by Marsh in writing.

Our Reports may include advice and recommendations; however, all decisions regarding the implementation of advice and recommendations provided by Marsh shall be the sole responsibility of, and be made by, you. Our services do not constitute, and are not a substitute for, legal or tax advice.

Save as expressly provided for in this Agreement and/or agreed to in writing, Marsh will not be liable to you or to any third party for any decision made or action taken in reliance of the Reports. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as actuarial, accounting, tax,

or legal advice, for which you should consult your own professional advisors.

Any Report prepared by us specifically and exclusively for you pursuant to this Agreement shall be owned by you. Notwithstanding anything to the contrary set forth in this Agreement, we will retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by us before the commencement of, or developed or acquired by us during or after, the performance of the services, including without limitation, all systems, software, specifications, documentation and other materials created, owned or licensed and used by us or other members of the Marsh Group or subcontractors in the course of providing the Services (the "Intellectual Property"), and we shall not be restricted in any way with respect thereto. To the extent any Report incorporates any Intellectual Property, we hereby grant you a non-exclusive, non-transferable right to use such Intellectual Property solely for purposes of utilizing the Report internally in accordance with the terms of this Agreement. Where we are requested to use or incorporate your intellectual property in the provision of the services, you hereby grant us a non-exclusive, perpetual, transferable license to use such material solely for use in connection with this Agreement.

You shall not, directly or indirectly, use, upload or input any Report into any artificial intelligence ("AI") tools, platforms or systems, including but not limited to machine learning algorithms, natural language processing applications or any other AI-based technologies (collectively, "AI Tools"). You further agree not to use AI Tools to analyze, process or derive insights from the Reports in any manner.

### **Payment of Premium**

You must provide settlement with cleared funds of all monies due in time for us to make payment to insurers in accordance with the Premium Warranty or payment date(s) specified in our invoice or other relevant payment documentation ("Payment Date"). You are also responsible for paying any taxes or charges applicable to your insurance policies. Where insurers have specified a premium payment warranty or condition in your policy, your insurers

must receive the premium due from you by that date. You acknowledge that failure by you to pay by the Payment Date and/or comply with a premium payment warranty or condition may lead to insurers cancelling your policy. If you anticipate that you will be unable to meet the Payment Date and/or a premium payment warranty or condition, please contact us immediately.

### **Client Money**

We are required to keep Client Money separate from our own money. We will normally do this by holding Client Money in a client bank account.

"Client Money" refers to funds received from clients by Marsh Group that are kept separate from our own money. These funds are safeguarded in a designated account and used exclusively to pay insurance premiums on behalf of you, in compliance with regulatory requirements.

### **Currency**

Where we are able to deal in a currency other than the local currency, we are not responsible for any shortfall in payments, including premiums or claims payments arising from movements in foreign exchange rates.

We may need to convert currency you have sent us into another currency for the purposes of carrying out your transaction. If we have converted but not paid such money to insurers or other third parties (and are not legally obliged to do so) and you request us to return such money to you, then you agree that we will return such money to you in the currency to which we have converted it and at the exchange rate at which we originally converted it. Should we agree to reconvert the currency for you, you will agree to accept re-conversion at the market exchange rate prevailing at the time of re-conversion, less applicable bank charges.

### **Your Liability for Tax**

Marsh is not a tax adviser and consequently makes no representation to you as to your liability or otherwise for tax on any sums that may be paid to you under a contract of insurance. Any information or calculations that Marsh provides about insurance, regulatory and tax issues are based on publicly available information and Marsh's experience derived from involvement in similar

matters for other clients. In all instances, Marsh recommends that you seek your own advice on such matters from professional legal and tax advisers. It is your obligation to make declarations in respect of, and to account to any relevant revenue authority for, all insurance proceeds.

### Sales and Service Tax

If any supply made under this agreement is a taxable supply to which the Malaysian Sales and Service Tax ("SST") would apply, Marsh reserves the right to levy SST at the prescribed rate, and the recipient of the supply agrees to pay the amount of SST.

### Our Remuneration

Subject to any more specific term separately agreed in writing:

- (a) our remuneration is based on commissions which is payable out of premiums paid by you and allowed by the insurer(s) with whom your cover is arranged;
- (b) on occasions, we may be remunerated by commissions and/or a fee ("Engagement Fee").

Where we are to be remunerated by an Engagement Fee, this Agreement will still apply, but in addition we will agree with you the level of the Engagement Fee and any other matters such as the term of our engagement. You will be responsible to us for the payment of all such Engagement Fees. Marsh may be paid separately by insurers a fee for risk management services related to your cover or be paid a fee for claims preparation or additional claim services.

For insurance programs arranged by Marsh, we may, where applicable, provide Claims Handling Services as follows:

- (a) up to twenty (20) hours of claims work in one policy year for no additional charges; and
- (b) for claims work in excess of the twenty (20) hours, in addition to any remuneration otherwise payable under this Agreement, we may be remunerated separately under a further agreement.

For the avoidance of doubt, Claims Handling Services do not include claims preparation services which will generally be the subject of a separate fee and agreement.

Unless otherwise notified to you, in relation to fee arrangements, we will impose a minimum remuneration fee of MYR8300 (Ringgit Malaysia Eight Thousand Three Hundred) for our services.

Commissions and/or Engagement Fees are fully earned when you instruct us to bind cover for your policy. Unless otherwise provided by law, there will be no return or cancellation of commissions and/or Engagement Fees once you have instructed us to bind cover for your policy notwithstanding that the policy is later varied, terminated or otherwise cancelled and we are entitled to retain or recover from you all commissions and/or Engagement Fees in respect of the full policy period.

In the event of a mid-term adjustment, we may be entitled to further commissions from any additional premium payable.

To the extent an Engagement Fee is agreed between us, any fee we earn from you under this engagement shall be increased in line with inflation by reference to the inflation index published by the Department of Statistics Malaysia upon each annual anniversary of this engagement.

### Other Revenue

We (and/or other members of the Marsh Group) sometimes separately receive payments from insurers for services provided to them.

When providing these services to insurers we will always use reasonable endeavours to avoid a conflict of interest. If we consider that a conflict has arisen, then we shall take no further action on behalf of the insurer unless you agree in writing that we may proceed.

We (and/or other members of the Marsh Group) may receive separate compensation from insurers for providing consulting, technical, data analytics or other services. The services are designed to improve the offering available to our clients, assist insurers in identifying new opportunities and enhance insurers' operational efficiency. The scope and nature of the services vary by insurer and geography.

We (and/or other members of the Marsh Group) may also act as reinsurance brokers to underwriters

with whom we have placed insurance or reinsurance and may receive remuneration by fees and/or commissions for so doing.

It may be appropriate for us to use a member of the Marsh Group or another intermediary (located inside or outside of Malaysia) to assist us in fulfilling your insurance requirements. These companies may receive additional remuneration for the services they provide.

At your request, we will disclose to you in writing the remuneration we (and/or other members of the Marsh Group) receive in respect of your policy. To the extent that such other remuneration cannot be indicated in cash terms, then we will explain the basis for its calculation.

We may also introduce third parties to you and may receive introduction and/or other fees in relation thereto. We are not responsible for such third parties, and you are under no obligation to use the services of any third parties introduced by us. We recommend that you consider your options and conduct due diligence before accepting any third party's terms and conditions.

You can find out more about how we are paid by visiting our Transparency & Disclosure webpage- [[Transparency & Disclosure](#)]

### Insurance Solutions

Marsh offers a range of proprietary insurance solutions, each of which is designed to address profile-specific risks of our clients. Marsh may place your insurance policies through an insurance solution set up by Marsh (and/or other members of the Marsh Group) with selected insurers. Marsh (and/or other members of the Marsh Group) may receive compensation for creating, administering and/or providing services to insurers for the use of these solutions. The compensation is not specific to individual policies and is in addition to any other fee or commissions Marsh (and/or other members of the Marsh Group) earns. Use of an insurance solution is subject to the sole discretion of Marsh's clients.

### Termination of this Agreement

This Agreement may be terminated by either party giving ninety (90) days' notice in writing to the other party. Subject to payment of any outstanding

remuneration due to us, Marsh will assist in arranging a smooth transfer of your business. After termination, unless otherwise agreed, Marsh will cease to handle claims relating to policies placed by Marsh on your behalf.

### Limitation of Liability

Unless otherwise agreed in writing (in a statement of work or otherwise), the maximum aggregate liability of Marsh and any other member(s) of the Marsh Group (whether to you, your affiliates and/or any other third party) relating to or arising out of this Agreement or the services provided under this Agreement shall be limited in total to the amount of remuneration actually received by Marsh for the services to which the claims relates.

This limitation applies to all causes of action including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

In no event will Marsh or any member of the Marsh Group be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss relating to, arising out of or in connection with this Agreement or the services provided under it.

This clause will not apply to any liability arising as a result of fraud or wilful default on the part of Marsh or any member of the Marsh Group nor to any liability which cannot lawfully be excluded or limited.

### Electronic communications

We may communicate with each other by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication we and you accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we and you have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that the messages received are complete. In the event of a dispute the records maintained in the Marsh system shall be deemed definitive in respect of electronic communications and documentation passing between us.

## Confidentiality

We will treat any information in our possession which relates to your business as confidential or as otherwise provided for in this Agreement. It will be necessary for us to disclose information that you consider confidential to insurers or other parties, when acting on your behalf, where we reasonably consider such information to be material to the risks being covered, or for internal review and audit purposes.

Likewise, we may disclose to third parties certain industry-wide statistics or other information which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent.

We may reference your company's name and logo on any marketing materials that we give to you or third parties. If you do not wish us to reference your company's name and logo, then please advise your usual Marsh contact.

We may be required to collect and process personal information (including sensitive personal information) from you or your employees and/or their dependants in order to be able to perform and provide the services. Kindly provide **each person providing us with personal information** with a copy of the Personal Information Collection Statement set out in Appendix B to this Agreement ("PICS") and arrange for them to execute and return the same to us or alternatively, confirm to us that you have obtained all required consents to transfer their personal data to us for processing. Should you fail to return the PICS to us duly signed by relevant personnel, you will be deemed to have obtained all required consents to transfer personal information to us for processing once you have transferred any personal information to us.

## Document Retention

Marsh may retain documents for business effected on your behalf in electronic form or paper in accordance with its document retention policy in effect from time to time. Thereafter we may destroy documents without further reference to you.

**In relation to certain classes of insurance, it is**

**possible for claims to be made long after the policy has expired. It is therefore important that you keep your policy documentation safely for such time as you may be able to make a claim under the policy.**

## Data Protection and Data Security

You and Marsh will observe the provisions of any data protection or privacy legislation as applicable from time to time. This includes any obligation, if any, for the provider of personal data to obtain any required consent(s) in respect of the transfer of personal data to the recipient by the provider or any third party that is subject to applicable data protection or privacy legislation and any obligation with respect to the use, disclosure on a transfer by the recipient of personal data necessary to carry out its obligations under this Agreement.

Marsh believes that all personal data it requests is necessary to provide quotations, arrange insurance cover, manage claims and for client relationship management. Personal data will generally be kept confidential but you consent and authorise Marsh to provide or disclose your personal data for general insurance purposes including renewal, research, benchmarking and statistical analysis, credit assessment and crime prevention. Arranging insurance or providing claims services may involve certain disclosures of personal data to insurers, agents and service providers, including but not limited to consultants, market research, and quality assurance companies, other members of the Marsh Group, industry regulators and Marsh's auditors.

Where we consider it necessary and appropriate, we may transfer personal data and confidential information to a service provider, under conditions of confidentiality, for the purpose of data storage or processing or providing any service on our behalf to you. Marsh (and/or other members of the Marsh Group) may include, on a de-identified basis, information relating to your insurance program in benchmarking, modelling and other analytics offerings. For clients, these offerings include benchmarking databases, analytics and modelling tools, surveys and other compilations of information, which are designed to help clients more effectively assess their risks, make more informed decisions and construct insurance programmes and other risk mitigation strategies. Marsh (or other members of the Marsh Group) may

in some instances receive compensation for its analytics offerings from clients and/or insurers.

Where applicable or permitted under the law, Marsh may share with other members of the Marsh Group and/or prospective insurers information about your upcoming insurance renewals to help insurers identify opportunities to compete for risk. Marsh shares the information as part of its insurer consulting offering, which is designed to help insurers expand their own offerings and create superior solutions for Marsh clients. For more information, please visit <https://www.marsh.com>

Marsh may include or disclose your information (including but not limited to information relating to your contact persons, this Agreement, the services, the deliverables and/or the remuneration) within the Marsh Group and/or in the Marsh Group's internal databases (including but not limited to client management, financial and conflict checking databases).

Depending on the circumstances, the disclosure of personal data to any of the above may involve a transfer outside of Malaysia.

### **Use for Marketing Purposes**

We may use, analyse and assess information held about you to give you information about products and services from members of the Marsh Group, and those selected third parties which we think may interest you by phone, post or other means. We may pass this information to other members of the Marsh Group (located inside or outside Malaysia) so that they may do the same.

If you do not wish to receive information concerning other Marsh Group or third party products and services, then please advise your usual Marsh contact accordingly.

### **Assignment and transfer**

We may at any time assign or transfer or deal in any manner with part or all of our rights or obligations under this Agreement and may subcontract or delegate our obligations under this Agreement to any of the other members of the Marsh Group.

### **Third party rights**

Unless otherwise agreed, neither this Agreement nor the provision of the services is intended to confer any rights or benefits on any third party (except for members of the Marsh Group who shall be entitled to enforce any specific terms of this Agreement, should any claims be brought against them) and cannot be reasonably relied on by a third party.

### **Compliance with Laws**

The Marsh Group is required to act in accordance with the laws, regulations and requests of regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial services to any persons or entities that might be subject to sanctions. Marsh may take actions at the request of regulatory authorities and other members of the Marsh Group; these actions include delaying or rejecting your requests.

To prevent or detect theft and fraud and to assist in verifying identity, we and the insurers may exchange information with members of the Marsh Group (located inside or outside Malaysia) and make searches of records held at fraud prevention agencies who will supply this information. We and the insurers may also pass information to financial and other organisations involved in fraud prevention.

You acknowledge and agree that Marsh is unable to provide broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable laws or expose Marsh or the Marsh Group to any sanction, prohibition, or restriction under United Nations Security Council Resolutions or under other trade or economic sanctions, laws or regulations, and that Marsh may, promptly upon written notice to you, terminate this Agreement or any particular services (or any part thereof) if we determine that such services would fall within the ambit of the foregoing.

### **If you are not happy with our service**

It is our intention to provide you with a high level of customer service at all times. However, if you are

dissatisfied with any aspect of our insurance services, you may make a complaint either in writing or by any other means to your usual Marsh contact or to the Country Head.

### Governing Law

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with laws of Malaysia and any dispute arising under it shall be subject to the exclusive jurisdiction of the High Courts of Malaysia.

### Other Provisions

Because the parties are of equal commercial sophistication in negotiating contracts and have negotiated this Agreement at arms' length, it shall not be construed for or against any party. Each party is entering into this Agreement voluntarily, has read and understands its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

In the event of a conflict or inconsistency between the terms of this Agreement and those in an applicable statement of work (or equivalent) relating to services contemplated under this Agreement, the terms of this Agreement shall prevail unless expressly stated otherwise in such statement of work (or equivalent).

## **Appendix A: Consulting, Risk Management and Administration Services**

- Assist in developing property risk information in support of the property insurance marketing with the brokers. This can include, but not limited to:
- Loss control/COPE data (Note: COPE data collection is not an onsite activity) information. This will be accomplished reviewing;
- Existing Loss Control Reports
- Prior Marketing Submissions
- General information on locations and operations that may be available
- (B&M) Spare Parts Strategies
- (B&M) Object Lists
- (B&M) Emergency and Secondary Systems Review
- Preparation of a one-page Property Risk Summary that can include;
  - Highlight of risk quality
  - Inspection and assessment program
  - Loss control philosophy and management commitment to loss control
  - Key risk improvements/investments made or planned
  - Overview of property risk management program and operations
  - Key risk improvement priorities with the client's response
  - Client investment in loss control, etc.
- Preparation of an action plan working with the client on key risk improvements, if needed, to present to the insurance markets.
- Participation in meeting with carrier underwriters and engineers to present (client) risk profile.
- Provide technical input and comments to brokers and clients regarding recommendations by carriers and alternatives to consider and present.
- Review of loss estimates reflecting the risk to help the client understand how the markets may view the risk and loss potentials.
- Preparation and Presentation of the PRC Property Risk Dashboard included in the marketing submission or to use with the client.
- Valuations and/or replacement cost assessments
- Strategic Risk Services including but not limited to Business Continuity Plans, Enterprise Risk Management services, Cyber Consulting and Climate and Sustainability Consulting
- Business Interruption Reviews
- Analytics and Risk Modelling, including Natural Catastrophe (NATCAT) Modelling

## **Appendix B: Client and Client's Employees Personal Information Collection Statement**

1. It is often necessary for our current or prospective individual clients, or, where our clients are corporate or business entities, their individual representatives and employees (collectively referred to as "clients" and otherwise referred to as "client", "you" or "your") to provide to **Marsh Insurance Brokers (Malaysia) Sdn. Bhd. (Company No." 198201008640 [88363-U])** (hereinafter referred to as "MARSH", "we", "our" or "us", and references to Marsh include the appropriate Marsh Affiliate(s)) personally identifiable data about yourselves ("**Personal Information**") in connection with our business process execution, including delivery of services and/or products, preparation of proposals, provision of quotations, arranging insurance cover, managing claims, client relationship management and conducting internal conflicts checks. Such Personal Information may include information or data provided by you or other parties or from other source, and may include, but is not limited to, historical or existing data and/or data to be collected in the future. Such Personal Information may be subject to applicable data protection, privacy and other similar laws and may include copies and other details of identity documents, proof of address and other contact details, religious, philosophical or political affiliations, information concerning age, marital status, racial or ethnic origin, education, genetic or sexual life, physical or mental health or medical condition/diagnosis, dietary preference, commission or alleged commission of any offence or proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.

When you provide MARSH with Personal Information relating to your employees, dependents and/or other individuals that you represent, you will observe the provisions of any data protection or privacy legislation as applicable from time to time the extent applicable to this Agreement. This includes, without limitation: (i) an obligation, if any, for you to obtain any required consent(s) in respect of the transfer of information to MARSH by the provider or any third party relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws and (ii) any obligation with respect to the use, disclosure and transfer by MARSH of personal information as necessary to carry out its obligations under this Agreement.

2. Personal Information you provide will be collected, used and otherwise processed by MARSH for the following purposes:
  - 2.1 client relationship management procedures, including any potential conflict checks as may be required;
  - 2.2 the delivery of services or products to the client;
  - 2.3 those purposes specifically provided for in any particular service or product offered by MARSH;
  - 2.4 conducting marketing and client profiling activities in connection with insurance and related services and products (including those provided by MARSH, its Affiliates and selected third parties for the purpose of improving our services to the client or that we think may interest the client);
  - 2.5 credit assessments and other background checks of the client as MARSH may determine to be necessary or appropriate;
  - 2.6 MARSH's internal record-keeping;
  - 2.7 collection of outstanding payments from clients;
  - 2.8 prevention of crime (including but not limited to fraud, money-laundering, bribery);

- 2.9 meeting any legal or regulatory requirements relating to MARSH's provision of services and products and to make disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular, code applicable to MARSH or its Affiliates; and
- 2.10 purposes ancillary or relating to any of the above (including but not limited to research, benchmarking and statistical analysis).
3. MARSH may provide or disclose this Personal Information to its Affiliates for the purposes stated in paragraph 2 above.

### **Collection and Disclosure**

4. Personal Information provided to MARSH will generally be kept confidential but you hereby consent and authorize MARSH to collect, provide or disclose your Personal Information for the purposes stated in paragraph 2 above from or to:
  - 4.1 any person to whom MARSH is compelled or required to do so under law or in response to a competent or government agency;
  - 4.2 relevant parties arranging insurance or providing claims services or benefits administration services or wellness services such as insurance companies, health maintenance organizations, agents and service providers (including but not limited to consultants, market research and quality assurance companies),
  - 4.3 Marsh's Affiliates;
  - 4.4 government agencies and industry regulators;
  - 4.5 MARSH's auditors, accountants, lawyers or other financial or professional advisers; and
  - 4.6 such sub-contractors or third party service or product providers as MARSH may determine to be necessary or appropriate, in accordance with paragraph 2 and paragraph 7.
  - 4.7 such person(s) as you may instruct or require.
5. You further consent to provide, and for your employer, insurer(s), health maintenance organizations, agents and/or third party service or product provider(s) to provide to MARSH your Personal Information for the purposes set out in paragraph 2 above.
6. Failure to provide such Personal information may result in MARSH being unable to provide clients and you with the services and/or products requested.

### **Safeguards**

7. MARSH confirms that MARSH has implemented the appropriate administrative and security safeguards and procedures in accordance with the applicable laws and regulations to prevent the unauthorized or unlawful processing of your Personal Information and the accidental loss or destruction of, or damage to, your Personal Information.

### **Data Transfer**

8. Where MARSH considers it necessary or appropriate for the purposes of data storage or processing or providing any service or product on our behalf to you, we may transfer your Personal Information to an

Affiliate or third party service or product providers within or outside the country in which MARSH is established, under conditions of confidentiality and similar levels of security safeguards.

**Your Rights of Access and Correction**

- 9. You have the right to request access to and correction of information about you held by MARSH and you may:
  - 9.1 check whether MARSH holds or uses your Personal Information and request access to such data;
  - 9.2 request that MARSH correct any of your Personal Information that is inaccurate, incomplete or out-of-date;
  - 9.3 request that MARSH specify or explain its policies and procedures in relation to data and types of Personal Information handled by MARSH; and
  - 9.4 communicate to MARSH your objection to the use of your Personal Information for marketing purposes whereupon MARSH will not use your Personal Information for these purposes; and
  - 9.5 withdraw, in full or in part, your consent given previously,

in each case subject to any applicable legal restrictions, contractual conditions, reasonable internal policies/procedures, a reasonable time period (in accordance with applicable laws) as well as, in the case of an access request, a reasonable fee (where permitted under applicable laws and as MARSH may notify you in writing upon receipt of your request).

- 10. Written requests for access to Personal Information or correction and/or deletion of Personal Information or for information regarding policies and procedures and types of Personal Information handled by MARSH may be sent to [privacycoordinator@marsh.com](mailto:privacycoordinator@marsh.com)

**I have fully read and understood the terms and conditions set out in the Personal Information Collection Statement and consent to the collection, use, transfer and processing of my Personal Information in accordance with the terms of this Personal Information Collection Statement.**

\_\_\_\_\_  
**Name of Client Company:**

**Name of Employee:**

**Date:**

# MARSH

**Marsh Insurance Brokers (Malaysia) Sdn. Bhd.**

(Company No.: 198201008640 (88363-U))

Level 8, Corporate Tower 8  
Pavilion Damansara Heights  
No. 3 Jalan Damantela  
Kuala Lumpur 50490  
Malaysia

Telephone: +603 2302 8488

**Northern Branch Office:**

Suite 8.04, 8th Floor, MWE Plaza  
8, Lebuhr Farquhar  
10200 Penang  
Malaysia

Telephone: +604 296 2400