

Insurance Broking Services

Standard Terms & Conditions

Version: **June 2021**

These Standard Terms and Conditions ("STACs") together with the respective business proposal ("Proposal") and any addendums and/or appendices are referred together herein as the "Agreement" and set out the nature and scope of the services **Marsh Emirates Insurance Brokerage LLC** (referred to herein as "Us," "We", "Our" or "Marsh") will be providing to you as Our client (referred to herein as "You", "Your" or "Yourself") and other information required by law. References to "insurance" and "insurers" include "reinsurance" and "reinsurers" where applicable.

1. INTRODUCTION

- 1.1 These STACs together with the Proposal and any amendments thereto, as evidenced by a written Addendum to the Proposal duly agreed and accepted by both parties, will supersede and replace any previous agreements containing the same or similar subject matter and may only be varied by written agreement between You and Us (unless superseded by future amended STACs issued by Marsh and accepted by You). These STACs may not be assigned by You or Us without the express written consent of the other party.
- 1.2 By instructing Us to act, You will be deemed to have accepted the terms of these STACs and to have requested to deal with Us in English unless We specifically agree with You otherwise.
- 3.2 In providing the services, Marsh acts solely as a conduit for introduction to the insurer or service provider and client acknowledges that no fiduciary relationship is established between Marsh, the client and any other party connected to the services (except to the extent required under applicable law). Therefore, Marsh cannot enter into contracts on client's behalf. Marsh obligations to clients are solely contractual in nature and Marsh does not have any enhanced fiduciary or other duty to clients.
- 3.3 In respect of the Agreement, Marsh does not act on behalf of any insurer or other service provider, is not bound to utilize any particular insurer or service provider, and does not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, Marsh does not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to client. Marsh is not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which client's other risk or insurance coverage or other business is placed will be deemed acceptable to client, in the absence of contrary written instructions from client.

2. ABOUT MARSH

- 2.1 Marsh is an associate of Marsh & McLennan Companies, Inc. In these STACs, the Marsh Group means Marsh & McLennan Companies, Inc., its subsidiaries and associated companies. To the extent legally permissible, 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.

3. FOR WHOM DO WE ACT?

- 3.1 Marsh generally acts for and in the interest of its clients. Marsh will not deliberately put itself in a position where its interests, or its duty to another party, prevent it from discharging its duty to clients. Marsh maintains internal procedures and controls to identify and manage any potential conflicts, so that at all times the interests of all Marsh's clients are reasonably protected.

4. OUR SERVICES

Marketing and Placement Services

- 4.1 Marsh will act as Your insurance broker. We will discuss Your insurance requirements with You, including the scope of cover, limits sought and cost of cover.
- 4.2 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.

- 4.3 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.
- 4.4 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 Agreement.
- 4.5 As part of Our negotiations with insurers on Your behalf, Marsh may on occasion be able to obtain more favourable terms and conditions for Your placement by providing insurers with certain types of information. Where Marsh believes Your interests would be advanced by doing so, You authorise Us to do the following:
- a) at the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for Your placement;
 - b) during negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in Our judgement doing so may lead to improved terms for You; and
 - c) at the end of the negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.

Market Security

- 4.6 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 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

- 4.7 Marsh does not guarantee premiums quoted by insurers. All premium quotations provided by insurers are subject to subsequent acceptance by insurers, unless otherwise stated. All premiums quoted include Our brokerage where applicable.

5. OUR RESPECTIVE RESPONSIBILITIES

Proposal Forms

- 5.1 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.
- 5.2 Marsh shall use and You agree Marsh can rely upon, all information, material and data (including personal data) supplied by You or on Your behalf without independently verifying the accuracy, completeness or timeliness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Us at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, then We will not be responsible for any errors, delays or liability arising therefrom and will be entitled to charge You in respect of any resulting additional work actually carried out. You understand that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Us (including from incumbent service providers), an insurer, or other service provider, whether intentional or by error, could result in impairment or voiding of coverage or service, or errors, omissions and deficiencies in any services **and may result in the insurer denying a claim or avoiding the policy (cancelling the policy from inception).**

Disclosure of Information

- 5.3 You are responsible for providing Us or Your insurers with the information We 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.
- 5.4 Further, You must disclose to Us or Your insurers all information which is material to Your requirements for cover or which might influence insurers in deciding to accept Your business, finalising the terms to apply and/or the cost of cover. You should not rely on insurers to request material information from You. Failure to make such disclosure could result in the policy being rendered void, so that claims may not be 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.
- 5.5 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.
- 5.6 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.
- 5.7 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

- 5.8 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 amount of premium and the date it is due.
- 5.9 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 cover, 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

- 5.10 You are responsible for notifying 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 cover and procedural requirements in relation to claims and to the notification of those claims or circumstance. 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. **In presenting a claim it is Your responsibility to disclose all facts which are material to the claim.**
- 5.11 Where We collect claims payments, these will be remitted to You in accordance with any regulatory requirements. However, We will not remit claims monies to You before We have received them from insurers.

Change in Circumstances

- 5.12 You must advise Us as soon as reasonably practicable of any changes in Your circumstances that may affect the services to be provided by Us or the cover 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 of Information

- 5.13 The services We provide to You are for Your exclusive use and all data, recommendations, proposals, reports and other information provided by Us in connection with Our services contains proprietary, confidential information and are for Your sole use and may not be shared with any third party, unless otherwise agreed by Marsh in writing.

Payment of Premium

- 5.14 Where We have an obligation to collect

premiums from You, You will provide settlement with cleared funds of all monies due in time for Us to make payment to insurers in accordance with the payment date(s) specified in Our invoice or other relevant payment documentation (“**Payment Date**”). You must also pay any taxes or charges applicable to Your insurances. 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 do not think that You will be able to meet the Payment Date and/or a premium payment warranty or condition, please contact Us immediately.

6. CLIENT MONEY

- 6.1 We are required to keep Client Money separate from Our own money. We will normally do this by holding money in a client bank account.
- 6.2 Any interest earned on Client Money will be retained by Us subject to local regulatory requirements.

7. CURRENCY

- 7.1 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.
- 7.2 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.

8. YOUR LIABILITY FOR TAX

- 8.1 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.

9. REMUNERATION

- 9.1 Subject to any more specific term of the Agreement, Our remuneration is based on brokerage which is payable out of premium paid by You and allowed by the insurer(s) with whom Your cover is arranged. On occasions, We may be remunerated by both brokerage and a fee. In this connection, Marsh may be paid separately by insurers a fee for risk management services related to Your cover. We may also charge You a separate fee for claims preparation or additional claim services which shall be agreed by You and Us separately in writing. Brokerage and fees are fully earned at the time of placement of the policy and We are entitled to retain all fees and brokerage in respect of the full policy period for cover placed by Us.
- 9.2 In the event of a mid-term adjustment, We may be entitled to further brokerage from any additional premium payable.
- 9.3 There will be no return of brokerage or Our fee once the policy is placed and the insurance is later varied, terminated or otherwise cancelled, unless such return is required by local laws.

10. OTHER REVENUE

- 10.1 Marsh or other members of the Marsh Group sometimes separately receive payments from insurers for services provided to them which are not directly related to the services which We provide to You. These

arrangements do not influence Marsh's advice to clients when acting as their insurance intermediary. Marsh and the Marsh Group are committed to serving each of their clients in an objective manner and maintaining the confidentiality of each of their client's information.

- 10.2 Where applicable or permitted under the law, the payment which Marsh or other members of the Marsh Group receive from a particular insurer for services provided in a given period may be a management or administration fee or it may be based upon the profitability or volume of insurance business placed with that insurer during that period. 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.
- 10.3 Marsh 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.
- 10.4 Unless prohibited to do so by local laws, We may also act as reinsurance brokers to underwriters with whom We have placed insurance or reinsurance and may receive remuneration by fees and/or brokerage for so doing.
- 10.5 It may be appropriate for Us to use a member of the Marsh Group or another intermediary to assist Us in fulfilling Your insurance requirements. These companies may receive additional remuneration for the services they provide.
- 10.6 Marsh and other members of the Marsh Group may be compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. For further information on Our compensation please visit www.me.marsh.com.

11. CANCELLATION OF THIS AGREEMENT

- 11.1 This Agreement may be terminated by either party giving a 90 days' written notice to the other.
- 11.2 Subject to payment of any outstanding fees 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.
- 11.3 In addition, either Party may terminate this Agreement immediately on written notice, if the other Party:
- a) commits a material breach of any of its provisions, and in the case of a breach capable of remedy, fails to remedy it within thirty (30) days of receipt of a written notice from the other Party setting out in reasonable detail particulars of the breach; or
 - b) becomes insolvent, or bankrupt, or unable to pay its debts as they fall due, goes into liquidation, or makes any voluntary arrangement with its creditors, becomes subject to an administration order or has a receiver appointed over its assets.
- 11.4 Upon the effective date of termination, Marsh will cease to provide any of the services unless otherwise agreed and the STACs shall survive until such services are completed or the Parties agree that the services shall no longer be needed. Any termination of this Agreement shall not relieve client of its obligations to pay (i) for services rendered and expenses incurred by Marsh or Marsh Group up to and including the effective date of such termination or (ii) termination fees to the extent provided in the applicable Scope of Services. The STACs that by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Agreement, shall remain in effect beyond such time.

12. LIMITATION OF LIABILITY

- 12.1 The maximum aggregate liability of Marsh and any other member of the Marsh Group relating to or arising out of the services provided under this Agreement and any other

agreement relating to the provision of Marsh's services to You shall be limited to the amount of USD 1,000,000.

- 12.2 This limitation applies to all causes of action including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.
- 12.3 In no event will Marsh or any member of the Marsh Group be liable for any special, indirect, incidental or 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.
- 12.4 This clause will not apply to any liability, which cannot lawfully be excluded or limited.
- 12.5 You accept that Marsh has an interest in limiting the exposure of its directors, employees, consultants and affiliates to litigation, and agree that You will not bring, or assist in bringing, any claim against any of Marsh's affiliates, or personally against any of Marsh's individual directors, employees or consultants, in connection with the performance of the services under this Agreement. The provisions of this clause are intended to be for the benefit of such directors, employees, consultants and affiliates who shall have the right to rely on and enforce these terms.

13. ELECTRONIC COMMUNICATIONS

- 13.1 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 unauthorized access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).
- 13.2 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.

14. CONFIDENTIALITY

- 14.1 We will treat any information in Our possession, which relates to Your business as confidential. 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.
- 14.2 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.
- 14.3 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.
- 14.4 The provisions of clauses 14.1 and 14.2 above will not apply to the information to the extent that it is:
- already lawfully in Marsh's possession on the date of its disclosure;
 - is independently developed by Marsh without reference to any Confidential Information of the client;
 - in the public domain other than as a result of a breach of the provisions of clauses 14.1 and 14.2 above;
 - required to be disclosed pursuant to legal or regulatory requirements.
- 14.5 Where Marsh is acting as Your insurance broker, the insurer(s) may contact Marsh to request a copy of Your KYC documents. In response to this request, Marsh will share Your KYC documents with the respective insurer(s).
- 14.6 Marsh may share with 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 www.me.marsh.com.

15. DOCUMENT RETENTION

- 15.1 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.
- 15.2 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.

16. DATA PROTECTION AND DATA SECURITY

Personal Data

- 16.1 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.
- 16.2 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; 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 may include, on a de-identified basis, information relating to Your insurance program in benchmarking, modelling and other analytics offerings. Marsh offers an array of analytics capabilities to clients, insurers and others. 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.

- 16.3 Depending on the circumstances, the disclosure of personal data to any of the above may involve a transfer to another country.

Use for Marketing Purposes

- 16.4 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 so that they may do the same.
- 16.5 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.

No Publicity

- 16.6 You agree not to refer to Marsh or attribute any information to Marsh in the press without Our prior written consent. Marsh agrees not to refer to You in the press or for promotional purposes without Your prior written consent; provided, that Marsh may include Your name in Marsh representative client listing.

17. INTELLECTUAL PROPERTY

- 17.1 Marsh shall retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by Marsh (or members of the Marsh Group) before or during the Agreement including without limitation in all methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience and any graphic or digitized representations. To the extent any material forming part of the services incorporates any intellectual property rights, Marsh grants You a non-exclusive, perpetual, non-transferable and royalty free licence to use those materials, but only for the purposes for which they were created under this Agreement.
- 17.2 Where Marsh is requested to use or incorporate Your intellectual property in the provision of the services, You hereby grant Marsh non-exclusive, perpetual, transferable licence to use such material solely for use in connection with the Agreement.
- 17.3 You agree to not publish or otherwise disclose any advice given to You or other material or work supplied by Us in connection with the services to any third party, other than Your legal advisers without Our prior consent, or use such advice or material or work other than as mutually agreed in writing between the Parties. You will reimburse Us in respect of any losses incurred by Us as a result of Your breach of this obligation. We shall not accept any liability or responsibility to any third party to whom any advice given or other materials supplied by Us under this Agreement are disclosed, made available or otherwise disseminated or into whose possession such advice or material may come. Any use of or reliance upon such advice or materials by any third party will be at their exclusive risk.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement will be governed by and construed in accordance with the laws and regulations of the United Arab Emirates as applied in the Emirate of Dubai. The Parties shall first attempt to settle the dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. If the dispute is not resolved within five (5) business days,

either Party may elect to escalate the resolution of such dispute by submitting the dispute in writing to senior executives from each Party who will promptly meet and confer in an effort to resolve the dispute and any dispute not solved in accordance with the foregoing provisions shall be submitted to the jurisdiction of the courts of Dubai.

19. COMPLIANCE WITH LAWS

- 19.1 The Marsh Group is required to act in accordance with the laws, regulations and requests of regulatory authorities operating in various jurisdictions which relate amongst other things, to 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 companies, within the Marsh Group of companies, and these actions may include delaying or rejecting Your requests.
- 19.2 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 of companies globally 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.
- 19.3 Marsh is unable to provide insurance or reinsurance 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 law or expose Marsh or the Marsh Group to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

20. IF YOU ARE NOT HAPPY WITH OUR SERVICE

- 20.1 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 point of contact.