Marsh

PT Marsh Insurance Brokers Indonesia
World Trade Center 3, 16th floor
Jalan Jend Sudirman Kav 29-31
Jakarta 12920, Indonesia
T: +62 21 5797 8100
www.marsh.com/id

Business License No KEP-175/KM.13/92

RENEWAL QUOTATION SLIP

To:
PT. Pan Maritime Wira Pawitra
Jl. Raya Tanjung Barat No. 7, 3rd Floor
Pasar Minggu
Jakarta 12510

From:
heru.heru@marsh.com

Attention: Mr. Dian Imirsyah

Our Ref.: Heru Heru

Document No. : MHU/202603/026

We attach below the quotation received from Insurers that is based on the underwriting information supplied to them on your behalf for your consideration. Please review the quotation and if you wish to proceed with the cover kindly sign and return the acceptance of the terms set out in the quotation slip, along with the required supporting documentation. Please check the details shown to ensure their accuracy and advise us immediately of any changes necessary. All decisions regarding the amount, type or terms of coverage 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.

Please note that no cover is to attach until you are formally instructed us to do so.

CLASS OF INSURANCE Marine Hull

FORM

INSURED PT. Pan Maritime Wira Pawitra

as Owners and/or manager and/or operator and/or their Associated and/or Affiliated and/or Subsidiary Companies for their respective rights and interest to be advised.

INSURED BUSINESS Shipping Company

INSURER PT Asuransi Jasa Indonesia Pusat

POLICY NUMBER T.B.A

PERIOD OF INSURANCE 20/07/2026 ~ 19/07/2027 (dd/mm/yyyy)
Both days inclusive Jakarta time and/or short period at daily pro rata premium.

VESSEL(S) **"Pan Marine 12", "Pan Marine 18" and "Pan Marine 19"**
Value and amounts insured as per attached schedule and/or as original.

Including if required new and/or added and/or acquired and/or managed and/or chartered vessels at terms or premium to be agreed and/or as original.

INTEREST **SECTION A - Hull and Machinery**
Hull, Machinery , Materials, Equipment (including equipment on board), Gear etc and everything connected therewith, nothing excluded

Valued as per schedule attached and/or as original.

SECTION B - Increased Value /Disbursements
Increased Value of Hull and Machinery, etc. and/or Disbursement including Excess Liabilities.

Valued at as schedule attached, so valued and/or as original.

SECTION C - War Risks Insurance
Hull, Machinery, Materials, Equipment (including equipment on board),Gear etc and everything connected therewith, Including Increased Value of Hull and Machinery, etc. and/or Disbursement including Excess Liabilities

Valued as per schedule attached and/or as original.

SUM INSURED

All Sections: 100% of the above values. With details as per fleet schedule attached.

TRADING AREA

SECTION A - Hull and Machinery

Warranted Indonesia, Singapore, Malaysia and Brunei Waters only.

SECTION B - Increased Value /Disbursements

Subject to the same trading limits as interest (A), but this insurance is not subject to additional premiums for breaches of warranty

SECTION C - War Risk

Subject to the same trading limits as interest (A) and (B) subject to current JWC Hull War, Strikes, Terrorism and Related Perils Listed Areas JWLA 033 dated 03 March 2026, and Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement M2005/002A (3rd August 2005) and Hull War, Strikes, Terrorism and Related Perils Notice of Cancellation Administration Clause JW 2005001B, or held covered at premium to be agreed by Underwriter(s).

Notwithstanding the above, Underwriters hereon note and agree that vessels are permitted to call any ports and/or places in Indonesia for all vessels, without notice and without additional premium. Subject to 7 days notice of cancellation by Underwriters at any time.Hull War, Strikes, Terrorism and Related Perils Notice Of Cancellation Administration Clause JW 2005001B, as attached

CONDITIONS

IN RESPECT OF SECTION (A)

- Institute Time Clauses - Hulls Cl. 280 (1.10.83) as attached, with following amendment :-

(i) Clause 1.2 deleted. This insurance is extended to allow the Assured to undertake ship to ship lightering operations as defined in Clause 1.2 without prior advice to underwriters.

(ii) Clause 6.2.4 – the words “provided such repairers or charterers are not an Assured hereunder” is deleted.

(iii) Clause 8.1 (Collision Liabilities) excluded absolutely 4/4ths Collision Liability and Fixed Floating Object absolutely.

(iv) Clause 4.2 amended to allow for charter on a bareboat basis. Subject to definitive legal charter contract.

(iv) Clause 17 not to apply to claims for General Average.

(v) Clause 26 is deemed replaced by Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion

(vi) Clause 4.1 shall be deleted and replaced by the following: -
"Change of the Classification Society of the vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, until arrival at her next port. However where such change, suspension, covered by Clause 6 of this insurance or which would be covered by an insurance Time 1/10/83 as amended by the violent theft, piracy and barratry extension the vessel sail from her next port without the prior approval of the Classification Society,"

(vii) Clause 6.1.3 shall be deleted.

(viii) Clause 6.1.5 shall be deleted.

(ix) Clause 6.2.5 shall be deleted.

(x) Clause 12 : 1% of sum insured anyone accident/occurrence for all claims for each vessels.

(xi) "23(a)," shall be inserted between "23", and "24" in Clause 21.1.8

(xii) The words "(barratry and piracy excepted)" shall be deleted from Clause 23.2

(xiii) A new Clause 23(a) shall be inserted after Clause 23 and before Clause 24 as follows:-

"23(a) VIOLENT THEFT, PIRACY AND BARATRY EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by:-

23(a). 1 Violent theft by persons from outside the vessel

23(a). 2 piracy

24(a). 3 barratry of Master Officers or Crew."

- Institute Additional Perils Clause – Hulls 1/10/83 (294) as attached.
- Pilots Non Liability Clause MW0062 (12/94).
- Institute Time Clause – Hulls Leased Equipment Clause 1.11.95 (Cl.362).
- Institute Time Clauses – Hulls Part(s) Removed Clause 1/11/95 (Cl.364).
- Helicopter Clause (509CTB00781).
- Lightening Clause (509CTB00817).
- Passenger Equipment Clause (Cl.363) 1/11/95
- Radio and Aids to Navigation Clause (509CTB00781).
- It is agreed that a sequence of damages arising from the following shall betreated as due to one accident the policy deductible shall be applied accordingly.
  (ii) During docking/undocking.
- The cost of temporary repairs, the excess cost of overtime, the cost (excluding fuel consumption) of hired generator placed on board the vessel, and the enhanced cost of a riding repair team incurred in connectionwith repairs to damaged caused by an Insured Peril shall be deemed to be part of the reasonable cost of repairs

- Underwriter shall upon the Assured's request pay a Payment on Account based on the Average Adjuster's recommendation where the claim is estimated to exceed USD 100,000 net of policy deductible.

- Sanction Limitation and Exclusion Clause LMA 3100

IN RESPECT OF SECTION (B)

- Institute Time Clauses - Hulls – Disbursements and Increased Value (Total Loss Only, including excess Liabilities) 1/10/83 (Cl. 290), with:-

(i) Clause 1.2 deleted.

(ii) Clause 6.4.3 amended to exclude 4/4ths Collision Liability and Fixed and Floating Objects Liabilities.

(iii) Clause 4.2 amended to allow for charter on a bareboat basis. Subject to definitive legal charter contract.

(iv) Clause 15 deemed replaced by Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapon Exclusion

(v) Clause 4.1 shall be deleted and replaced by :
"Change of the Classification Society of the vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class her resulted from loss or damage covered by Clause 6 of this insurance or which would be covered by an insurance of the vessel subject to current Institute War and Strikes Clause Hulls – Time 1/10/83 as amended by the violent theft, piracy and barratry extension clause JW 2005/002 such automatic termination shall only operate should the vessel sail from her next port without the prior approval of the Classification Society,"

(vi) Clause 6.1.3, 6.1.5 and 6.2.5 deleted.

(vii) Clause 6.2.4 – the words "provided such repairers or charterers are not an Assured hereunder" is deleted

(viii) The words "barratry and piracy excepted" deleted from Clause 12.2.

(ix) The following paragraph will be inserted under the War exclusion as item 12.4 as follows:

In no case shall this insurance cover loss damage liability or expense caused by:

a. violent theft by persons from outside the vessel,

b. piracy

c. barratry of Master Officers or Crew.

- Additional Perils Clause – Disbursement 1/10/83 (Cl.281) Applicable for vessels up to 15 Years old only.

- Subject to all special terms and conditions of Interest (A) as far as applicable.

IN RESPECT OF SECTION (C)

- Institute War and Strikes Clauses Hulls – Time 1/10/83 (Cl. 281),

(i) Coverage extended to include the risks of sabotage, vandalism and malicious mischief.

(ii) The continuous period in clause 3 ("Detainment") amended from 12 months to 6 months.

(iii) Clauses 4.1.1, 4.1.2, 4.1.3, 5.1 and 5.2 deleted and replaced by the Institute Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions Clause – Hulls, etc 1/11/95 (Cl. 359), as attached, with clause 3.2 deemed replaced by Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause 1/11/03 (Cl. 370).

(iv) Three new clauses shall be inserted after clause 1.6 as follows:-

1.7 violent theft by persons from outside the Vessel.

1.8 piracy.

1.9 barratry of Master Officers or Crew.

(v) Clause 4.1.7 shall be deleted. and replaced by the following :

"Loss damage liability or expense covered by the Institute Time Clauses – Hulls dated 1.10.83 (excluding 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof, as amended by the violent theft, piracy and barratry exclusion clause JH2005/046."

(v) Clause 4.2 shall be deleted and replaced by the following: -

Loss damage liability or expense covered by the Institute Time Clauses – Hull 1/10/83 (excluding 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof, as amended by the violent theft, piracy and barratry exclusion cause JH2005/046.

- JWC Hull War, Strikes, Terrorism and Related Perils Listed areas JWC (10 December 2015) "It is hereby noted and agreed to reinstate all listed areas under the Indonesia region at no additional premium but subject to 48 hours Notice Of Cancellation"

- London Blocking and Trapping Addendum (3/84) LPO 444, as attached, with the words "Clause 1 and" added in after the words "appearing in" and the continuous period amended from 12 months to 6 months.

- Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions Clause – Hulls etc. 1/1/95 (Cl. 359), as attached, with clause 3.2 deleted.

- Subject to W.226B (Special War Risks Clauses [1/10/83] – Retyped 01/01/91). As attached

- Subject to all other terms, clauses and conditions of Interest (A) and (B) as far as applicable.

- Sanction Limitation and Exclusion Clause LMA 3100

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- Approved Surveyors Clause

  It is hereby noted and agreed that the Insured have the liberty to appoint one of the following independent surveyors in respect of any claim on the policy:-
  1. PT. Abadi Cemerlang
  2. PT. Pandu Halim Perkasa
  3. Matthew Daniels International Pte Ltd. (Jakarta Representative Office)
  4. PT. Riswan Brahmana Mandiri Survei

- Adjuster Clause

It is hereby noted and agreed that the Insured have liberty to appoint one of the following adjuster:

1. PT. Radita Hutama Internusa

2. PT. MCO Prima Indonesia
3. PT. Pandu Halim Perkasa

- Deferred Premium Clause (Jasindo Wording)

- Canceling Returns Only (No Lay Up Return)

- <u>Claim Payment Clause</u>

It is noted and agreed that any claim under this policy shall be settled at no longer than 30 (thirty) days after the date of final adjustment report has been agreed by both the Lead Underwriter and the Assured. This Clause is in place in compliance with Article 27 of Decree of Minister of Finance of Republic of Indonesia Number 422/KMK.06/2003.

- All vessels deemed insured for their full contributory value in respect of claims for General Average, Salvage, Salvage Charges and Sue and Labour Expense.

- <u>Small General Average Clause</u>

It is agreed that in the event of Owners not claiming General Average contribution from cargo or other interests, this insurance is to pay the whole of the General Average (Expenditure) up to USD 150,000 any one accident or occurrence. This Clause to be applied at Owner's option. Adjusters' fees deemed not to be part of USD 150,000. The policy deductible shall not be applied to claim under this General Average (Expenditure) clause

- <u>General Average Adjustment Clause</u>

General Average, Salvage and Special Charges under the policy to be adjusted according to the York-Antwerp Rules 1924, 1950, 1974 or 1994 and subsequent amendments thereto at the Owner's option.

- <u>Ranging Damage Clause</u>

Ranging damage sustained during cargo operations at each port shall be deemed as damage caused by a single accident or occurrence.

- Affiliated Companies Clause (509CTB00799).

- Ownership changes automatically agreed with advice to underwriters within 30 days provided management unaltered.

- In emergency situation ports of refuge are not necessarily ports of repair. In the event of vessel being towed from a port of refuge to a port of repair and the Insurers' additional premium the same insured value of the vessel should be adopted for the purpose of the insurance coverage during the tow.

- It is agreed that in the event of a Constructive Total Loss the Assured shall have the first option to purchase the wreck of the vessel.

- The Underwriters agree to waive rights of subrogation against any subsidiary, affiliated or interrelated companies of the Assured and this insurance shall not be prejudiced by any agreement made by the Assured prior to a loss waiving its rights of recovery against Third Parties responsible for that loss.

- Contract (Rights of Third Parties) Act 1999 Clarification Clause NMA 2852.

- <u>Mortgagee</u>

Please refer to fleet schedule attached.

- Where a vessel is missing for 6 (six) months from the date of sailing from the last port, she shall be presumed to be an Actual Total Loss.

- For vessels time chartered, the first reasonable opportunity for repair shall be deemed to be once vessels are made available by the Charterers.

- Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (Cl. 370).

- Marine Cyber Endorsement LMA 5403

- Unrepaired Damage Clause
  The measure of indemnity in respect of claims for unrepaired damage shall be the estimated cost of repairs at the time this insurance terminates.

- Where mentioned the following phrase or phrases are deleted from all Institute Clauses referred to herein:-
  (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)
  (FOR USE ONLY WITH THE CURRENT MARINE POLICY FORM).

- Wherever the words 'Insured' and 'Assured' appear herein they are deemed to have the same meaning.

- Wherever the words 'Underwriters' and 'Insurers' appear herein they are deemed to have the same meaning.

- Dispute Clause

- Waiver Clause

- Additional Mandatory Clause :
  "Klausula Ketentuan Khusus Mengenai Kewajiban Tertanggung Menyampaikan Keterangan, Informasi dan Data (Fakta Material) dan Konsekuensi Pelanggarannya"

- Compliance clause

- Notice of cancellation 30 days

- Communicable Disease Exclusion Clause

- Institute Radioactive Contamination Exclusion Clause 1/10/90

- Electronic Date Recognition Endorsement Clause – C

- Nuclear Energy Risk Exclusion Clause 1/1/89

- Institute Extended Radioactive Contamination Exclusion Clause 1/11/02

- Institute Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyberattack Exclusion Clause 1/11/02

- Political Risk, Financial Guarantee and Credit Exclusion Clause 1995

- IT Hazards Exclusion Clause JEL 16/11/01

- Exclude P&I Risks

- Exclude Wreck & Removal

- Full Premium If Loss Clause (for suffered vessels)

WARRANTIES

- Warranted vessels classed and class maintained at the time of accident.
- Warranted vessel complying flag state requirement with valid & maintained statutory certificate at the time of accident.

DEDUCTIBLE(S)	1% of sum insured anyone accident/occurrence for all claims for each vessels.
PREMIUM	**Total Premium : IDR 826,772,027.76.** Details of the premium is on the fleet schedule attached.
PREMIUM PAYMENT TERMS	In 4 installment equal monthly instalment with due dates below : • 1st instalment due on 19 August 2026 • 2nd instalment due on 18 September 2026 • 3rd instalment due on 18 October 2026 • 4th instalment due on 17 November 2026
CHOICE OF LAW AND JURISDICTION	Choice of Law: English Law Jurisdiction: Indonesia
SUBJECTIVITY	• Subject to clean loss record for existing up to renewal date. • Subject to no outstanding premium for previous policy. • Subject to SPAU as at binding. • Subject to apply JWLA 033. • Subject to Additional Mandatory Clause "Klausula Ketentuan Khusus Mengenai Kewajiban Tertanggung Menyampaikan Keterangan, Informasi dan Data (Fakta Material) dan Konsekuensi Pelanggarannya".
INFORMATION (NOT LIMITED OR WARRANTED)	- PT Pan Maritime Wira Pawitra owns, operates, and leases to serve the nation with variety transportation modes of oil, derivative oil products, gas and methanol. The company has extensive experience in the supervision of large fleets. Since demand and market opportunities are also tremendous in LNG and chemical businesses, Pan Maritime's long term goal is to expand its fleet into LNG and chemical tankers, and high output powered crew vessels, with worldwide delivery capabilities. Apart from owning ships, Pan Maritime's future activities will include ship management and ship agency. - PT. Pan Maritime Wira Pawitra provides vessels, consist of petroleum tankers and crew vessels. Through additional investments in new ships and renovations of the existing fleet, coupled with enhanced technical assistance, ship management and maintenance. - For more details about this company please visit : www.panmaritime.net

The premium quotations are provided by some of the insurers with a capacity of 55% for your Hull & Machinery Insurance with the subjectivities set out by the respective insurance companies and these quotations are valid until 20 July 2026 Upon appointment, we will work to obtain 100% placement for the risk. Please however note that the final premium and terms and conditions for your insurance are subject to change, depending on available market capacity and support.

In accordance with the ongoing commitment by Marsh to quality management philosophies, this document has been verified for accuracy of content and does not require a signature.

PT Marsh Insurance Brokers Indonesia

24/03/2026 (dd/mm/yyyy)

Heru Heru License Registration No.: PAS 486 000196 2018	**Hilda Hadikusuma** Manager

PT. Pan Maritime Wira Pawitra

Hull and Machinery Insurance

Period 20 July 2026 - 19 July 2027

No	Vessel	Type	Build	Age in 2026	GRT	Class	Flag	Insured Value (IDR)			Total Insured value (IDR)
								HM	IV	WAR	
1	Pan Marine 12	Multipurpose Crew Boat	2012	14	203	BKI & BV	Indonesia	18,680,000,000	4,670,000,000	23,350,000,000	23,350,000,000
							TOTAL	**IDR 18,680,000,000**	**IDR 4,670,000,000**	**IDR 23,350,000,000**	**IDR 23,350,000,000**

PT. Pan Maritime Wira Pawitra

Hull and Machinery Insurance

Period 20 July 2026 - 19 July 2027

No	Vessel	Type	Insured Value (IDR)			Total Insured value (IDR)	Banker Clause	Coverage	Rate (IDR)			Premium (IDR)			Total Premium (IDR)
			HM	IV	WAR				HM	IV	WAR	HM	IV	WAR	
1	Pan Marine 12	Multipurpose Crew Boat	18,680,000,000	4,670,000,000	23,350,000,000	23,350,000,000	BRI	Cl. 280	0.8416%	0.2625%	0.0263%	157,210,880	12,258,750	6,141,050	**175,610,680**
			IDR 18,680,000,000	**IDR 4,670,000,000**	**IDR 23,350,000,000**	**IDR 23,350,000,000**						**IDR 157,210,880**	**IDR 12,258,750**	**IDR 6,141,050**	**IDR 175,610,680**

Important Notices

1. Duty of Disclosure
For an insurer to decide to take a risk and then to make an informed assessment of the risk it faces under a contract of insurance, (and hence calculate the premium it should charge) all relevant matters must be disclosed in the utmost good faith to it. The duty to make full and frank disclosure rests upon the party seeking insurance cover (or renewal or variation of it) and not upon the broker who acts on that party's behalf.

YOUR DUTY OF DISCLOSURE
Before you enter into a contract of general insurance with an insurer, you have a duty to disclose to the insurer every matter that you know, or could reasonably be expected to know is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.
Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows, or in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer

Non-disclosure
If you fail to comply with your Duty of Disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Comments
Your Duty of Disclosure must be taken seriously as it may affect your right to claim. This should be impressed upon all management and senior staff.

The history of losses suffered and claims made by the party seeking insurance, or any person, firm or company closely associated with that party, is obviously one of the principal matters to be disclosed. It is therefore imperative that you maintain an up-to-date record of all such losses and claims.

Whilst we will maintain records of all losses reported to us during the term of our appointment as your Broker, we do not accept responsibility for obtaining details of prior losses or for checking in any particular instance that you have made proper and complete disclosure.

We recommend that you

- supply **all** management and senior staff with a copy of the Duty of Disclosure Notice (as stated above),
- emphasize to them that the Duty of Disclosure applies not only on inception of the insurance, but also when policies are altered or renewed,
- point out to them that disclosure is most important in matters touching upon past claims cancellation of insurance covers, premium penalties and any other matters which may influence the Insurer's acceptance of the risk such as criminal convictions or insolvency of previous companies, and
- have a system in place which ensures all relevant matters come to their attention.

If there is any doubt as to whether a matter is relevant, it should always be referred to us (Marsh) for comment.

2. Your insurer is regulated by Otoritas Jasa Keuangan (OJK) and is required to comply with all Indonesian laws,regulations and conditions of doing business, including solvency requirements. If you are interested in receiving more information about a particular insurer or insurers ,including information about its financial strength and security, please contact your Marsh representative for further guidance and information.

3(a). Under Insurance (other than for Business Interruption Insurance)
Many policies contain a Co insurance (or Average) provision whereby you may be required to bear a rateable proportion of the loss in the event that the sum insured is less than the value of the insured property at the commencement of the insurance. A simple example, illustrating the basic principal, application and effect of the Average/Co-Insurance clause is as follows:
Full Value - $1,000,000.
Sum Insured - $500,000.

Therefore you would be self insured for 50% of the full value. Amount of claim – say $100,000 Amount payable by Insurers as a result of the application of Average/C-Insurance - $50,000 (being 50% of the $100,000).

3(b). Business Interruption Policies
Some Policies contain an Average/Co-Insurance clause which is fully set out in the “Basis of Cover” or “Policy Specification” of the Policy. For the types of cover most usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit, Revenue or Rentals (as applicable) to the Annual Turnover, Revenue of Rentals (as applicable). These factors being appropriately adjusted for in the “Trend of Business” or “Other Circumstances” clause.

If you are in any doubt regarding this clause insofar as it applies to your Policy, please contact your Account Executive for assistance.

4. Utmost Good Faith
Every contract of insurance is based on “utmost good faith” which requires each party (i.e. you and the insurer) to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so you may prejudice any claim.

5. Interest of Third Parties in Property Insurance
Your policy may not provide cover for any party other than the named Insured or anyone specifically referred to in the policy. Please read your policy carefully, and if you intend to insure the interest of any other parties, such as lenders, principals etc, you must request this.

6. Rights of Subrogation - Hold Harmless - Waiver
Most property and liability policies contain a provision that has the effect of limiting or excluding the insurer’s liability in respect of a loss, if you have entered into an agreement that limits or excludes your right to recover damages from a third party. You should not sign any agreement which contains a ‘hold harmless’ or waiver clause without reference to Marsh.

Such clauses are often found in leases, maintenance contracts (e.g. burglar alarm, fire protection, computer) or contracts for building alterations or repairs.

7. Claims Made Policies
Certain liability policies such as Professional Indemnity, Directors and Officers and Products liability policies are commonly written on a “claims made” wording which means that only those claims (actual or potential) which are reported to the insurer during the currency of the policy will be admitted.

You must therefore, make careful enquiry to ensure that all known claims against you, and any circumstances which may give rise to a claim, have been disclosed to insurers prior to expiry of each policy year.

8. Essential Reading of Policy Wording
A full copy of your policy wording has been issued or will be passed to you as soon as it is received from Insurers.

It is absolutely essential that you should read this document without delay and advise Marsh in writing of any aspects which are not clear or where the cover does not meet with your requirements.

9. Claims Notification
All policies are subject to claims reporting obligations that require you to notify your insurers as soon as any potential claim is known to you. This is to avoid denial of coverage by insurers due to late reporting. If you have any questions about reporting claims, please contact your Account Executive for more information.

10. Warranties, Subjectivities and Special Conditions
If any warranties, subjectivities and special conditions are shown on your cover note, quotation slips, placing slips, insurance coverage summary or policy, please make sure that you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of warranty, subjectivity and special condition will enable the underwriter to terminate the policy from the date of that breach. This is the position regardless of whether there is any connection between the warranty, subjectivity and special condition breached and the loss which leads to that breach becoming evident.

11. General
Many areas of insurance are complicated and the implications of some actions may not be evident to you. If, at any time, you are unsure of any aspect of your insurances, please contact Marsh to discuss the matter. A directory of personnel to contact is included in the next section of this Manual

12. Inflation
To mitigate the impact of inflation, please be aware that it is highly important for you to review the declared value of your assets / exposures during the policy period and not only upon renewal.

ACCEPTANCE OF QUOTATION
FOR COMPLETION AND RETURN BY INSURED

We confirm acceptance of the coverage information, terms and conditions set out in your quotation slip. You are authorised to bind cover on our behalf without changes except with our specific instructions as stated, if any, in the "NOTES" below.

CLASS OF INSURANCE	Marine Hull
INSURED	PT. Pan Maritime Wira Pawitra as Owners and/or manager and/or operator and/or their Associated and/or Affiliated and/or Subsidiary Companies for their respective rights and interest to be advised.
PERIOD OF INSURANCE	20/07/2026 ~ 19/07/2027 (dd/mm/yyyy) Both days inclusive Jakarta time and/or short period at daily pro rata premium.
DOCUMENT NO.	MHU/202603/026
POLICY NUMBER	T.B.A

NOTES ____

____

Signature : ____________________ Date : ____________________

Name : ____________________ Title : ____________________

Signed for and On behalf of : ____________________

Please Return To :

PT Marsh Insurance Brokers Indonesia
World Trade Center 3, 16th floor
Jalan Jend Sudirman Kav 29-31
Jakarta 12920, Indonesia
T: +62 21 5797 8100
www.marsh.com/id

Business License No KEP-175/KM.13/92

Our Ref.: Heru Heru

TERMS OF BUSINESS AGREEMENT

PT MARSH INSURANCE BROKERS INDONESIA

These general terms of business (the “Agreement”) set out the nature and scope of the services PT Marsh Insurance Brokers Indonesia (“Marsh” or “we”) (and/or any member of the Marsh Group) 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.	Ketentuan-ketentuan umum usaha (“Perjanjian”) ini mengatur sifat dan ruang lingkup jasa-jasa yang akan diberikan oleh PT Marsh Insurance Brokers Indonesia (“Marsh” atau “kami”) (dan/atau entitas anggota Grup Marsh lainnya) kepada Anda (yang untuk tujuan Perjanjian ini mencakup afiliasi Anda). Referensi terhadap kata “asuransi” dan “penanggung” juga mencakup “reasuransi” dan “penanggung ulang” sepanjang dapat digunakan.

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.

Pendahuluan

Perjanjian ini akan menghapus dan menggantikan kesepakatan-kesepakatan sebelumnya yang memuat hal yang sama atau serupa dan hanya dapat diubah berdasarkan perjanjian tertulis dengan anda, (kecuali diganti dikemudian hari melalui perubahan terhadap ketentuan- ketentuan usaha yang dikeluarkan oleh Marsh dan diterima oleh anda).

Dengan memberikan instruksi kepada kami untuk bertindak, Anda dianggap telah menerima ketentuan dalam Perjanjian ini dan telah meminta untuk berkomunikasi dengan kami dalam bahasa Inggris, kecuali kami secara khusus menyepakati hal lain dengan Anda.

About Marsh

Marsh is an insurance broker company licensed and under supervision of Financial Services Authority (FSA) in Indonesia. You can see the details of our authorisation by visiting https://ojk.go.id

Marsh is a member of the 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.

Tentang Marsh

Marsh adalah perusahaan pialang asuransi yang berizin dan diawasi oleh Otoritas Jasa Keuangan (OJK) di Indonesia. Anda dapat melihat rincian otorisasi kami dengan mengunjungi https://ojk.go.id

Marsh merupakan anggota dari Grup Marsh. Dalam Perjanjian ini, “Kelompok Usaha Marsh” berarti Marsh & McLennan Companies, Inc., beserta anak perusahaan, afiliasi, dan perusahaan-perusahaan yang terkait dengannya. Marsh dapat menggunakan kantor-kantor dalam Kelompok Usaha Marsh atau jasa-jasa dari perantara lainnya di luar Perusahaan-perusahaan dari Kelompok Usaha Marsh, apabila menurut penilaian profesional Marsh, jasa-jasa tersebut wajar atau diperlukan.

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.

Untuk Siapa Kami Bertindak?

Sebagai perantara asuransi independen, kami secara umum bertindak sebagai perwakilan bagi klien-klien kami. Dengan demikian, kami menempatkan kewajiban-kewajiban kami kepada anda di atas kepentingan kami sendiri.

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.

Kami dalam keadaan-keadaan tertentu dapat menangani klaim-klaim atas nama perusahaan-perusahaan asuransi. Kami akan memberitahukan anda ketika keadaan-keadaan ini terjadi serta memberitahukan anda mengenai bagaimana kami akan menangani kemungkinan adanya benturan kepentingan. Jika kami memberikan pemberitahuan tentang benturan kepentingan kepada anda, maka anda berhak membatalkan Perjanjian ini dengan segera. Jika anda tidak membatalkan Perjanjian, maka kami akan terus memberikan layanan-layanan.

We are not an insurer or an underwriter.

Kami bukan merupakan perusahaan asuransi atau penilai risiko (*underwriter*).

Our Services

PLACEMENT SERVICES

Layanan-Layanan Kami

LAYANAN PENEMPATAN ASURANSI

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

Negosiasi dan Keperantaraan

Marsh akan bertindak sebagai pialang asuransi dan/atau konsultan manajemen risiko anda (sesuai dengan ketentuan). Kami akan mendiskusikan kebutuhan-kebutuhan asuransi bersama anda, termasuk ruang lingkup pertanggungan, besaran pertanggungan yang diperlukan serta biaya untuk pertanggungan tersebut.

Kami akan menginformasikan kepada anda mengenai perkembangan atas pekerjaan kami dan mengidentifikasi apabila. Kami akan secara wajar memberikan upaya terbaik untuk memenuhi kebutuhan program asuransi anda, tergantung dari tersedianya perusahaan-perusahaan asuransi, sebelum rencana tanggal dimulainya pertanggungan yang direncanakan, pembaharuan atau perluasan lingkup pertanggungan (mana yang sesuai). Kami tidak dapat bertanggung jawab atas akibat-akibat dari instruksi-instruksi yang terlambat diberikan atau tindakan- tindakan yang dilakukan oleh pihak ketiga.

Kami akan memberikan kepada anda informasi yang anda butuhkan untuk mengambil keputusan mengenai pertanggungan asuransi yang tersedia. Semua keputusan mengenai jumlah, jenis atau kondisi jaminan asuransi merupakan tanggung jawab anda. Sementara Marsh dapat memberikan saran dan rekomendasi, anda harus memutuskan pertanggungan mana yang paling sesuai untuk kondisi tertentu dan posisi keuangan anda.

Marsh tidak menanggung kewajiban apapun atas efektivitas atau kelengkapan dari program asuransi Anda yang ada saat ini (jika ada) ataupun polis-polis 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.

asuransi yang diproses secara langsung oleh anda atau melalui pialang asuransi lainnya atau atas tindakan-tindakan atau kelalaian-kelalaian yang terjadi sebelum tanggal dimulainya kerjasama dengan Marsh.

Market Security

Keamanan Pasar

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.

Apabila anda berminat untuk menerima informasi lebih lanjut atas perusahaan(-perusahaan) asuransi tertentu, termasuk informasi kemampuan keuangan dan keamanan dari perusahan asuransi tersebut, hubungi kami untuk panduan dan informasi lebih lanjut.

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.

Kami menilai perusahaan-perusahaan asuransi dan pasar- pasar dimana kami mengadakan kegiatan usaha, dengan menggunakan informasi yang tersedia untuk publik termasuk informasi yang diberikan oleh lembaga-lembaga pemeringkat ternama. Akan tetapi, kami tidak memberikan garansi ataupun jaminan dalam bentuk lainnya atas solvabilitas dari perusahaan asuransi atau pasar yang digunakan untuk memenuhi kebutuhan anda. Keputusan mengenai kesesuaian penggunaan perusahaan asuransi atau pasar berada di pihak anda. Jika anda memiliki kekhawatiran apapun mengenai perusahaan-perusahaan asuransi yang dipilih untuk memenuhi kebutuhan asuransi anda, maka anda harus memberitahukan kepada Kami sesegera mungkin dan Kami akan mendiskusikannya bersama anda.

Quotations

Penawaran

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 provided, all premiums quoted include our brokerage where applicable.

Marsh tidak dapat menjamin premi yang ditawarkan oleh pihak asuransi. Seluruh penawaran premi disiapkan oleh pihak asuransi dan tergantung pada persetujuan lebih lanjut dari pihak asuransi, kecuali ditentukan berbeda. Seluruh penawaran premi yang ditawarkan turut mencakup komisi pialang Kami sepanjang dapat diberlakukan.

OTHER SERVICES

LAYANAN LAINNYA

Marsh may, if agreed by Marsh, 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 relating to health and benefits) shall be subject to, and governed by, the terms of a separate agreement.

Marsh dapat, jika disetujui oleh Marsh, menyediakan layanan Konsultasi, Manajemen Risiko, dan Administrasi sebagaimana dimaksud dalam Lampiran A, dan dapat mengenakan biaya terpisah untuk layanan tersebut. Layanan tersebut, kecuali disepakati lain, akan tunduk pada dan diatur oleh ketentuan perjanjian terpisah. Kecuali disepakati lain, layanan lain (termasuk yang berkaitan dengan kesehatan dan manfaat) akan tunduk pada dan diatur dalam perjanjian terpisah.

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 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 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, such 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.

Tanggung Jawab Kami

Formulir Permohonan Asuransi

Untuk kelas-kelas asuransi tertentu, anda dapat disyaratkan untuk mengisi formulir permohonan asuransi, kuesioner atau dokumen yang serupa. Kami akan mendampingi anda jika diperlukan namun kami tidak diperbolehkan untuk mengisi dokumen tersebut untuk anda. Dalam banyak kasus, informasi yang anda berikan akan menjadi dasar dari atau menjadi bagian dari polis asuransi.

Pemberian informasi yang salah atau tidak lengkap dapat mengakibatkan penolakan klaim oleh perusahaan asuransi atau membatalkan polis (membatalkan polis sejak dari awal).

Pengungkapan Informasi

Anda bertanggung jawab untuk memberikan kepada kami atau perusahaan-perusahaan asuransi anda informasi yang ami minta dari anda agar kami dapat mencari perlindungan asuransi yang anda butuhkan. Kami tidak akan bertanggung jawab atas konsekuensi-konsekuensi yang mungkin timbul akibat penundaan atau kegagalan dari pihak anda untuk melakukan hal dimaksud.

Selain itu, anda harus mengungkapkan kepada Kami atau perusahaan-perusahaan asuransi anda semua informasi yang penting bagi kebutuhan pertanggungan asuransi anda atau yang mungkin mempengaruhi perusahaan-perusahaan asuransi dalam memutuskan untuk menerima bisnis dari anda, melakukan finalisasi ketentuan-ketentuan yang akan berlaku dan/atau biaya untuk pertanggungan asuransi. Anda tidak dapat mengandalkan perusahaan-perusahaan asuransi untuk meminta informasi yang penting dari anda. Jika anda tidak melakukan pengungkapan informasi tersebut, maka hal ini dapat mengakibatkan polis dinyatakan batal dan dengan demikian klaim tidak akan dibayar. Kewajiban untuk melakukan pengungkapan berlaku sebelum dimulainya pertanggungan asuransi, ketika semua informasi yang penting harus diungkapkan kepada perusahaan-perusahaan asuransi agar dapat menegosiasikan ketentuan-ketentuan dan mendapatkan pertanggungan asuransi. Hal ini tidak terbatas pada menjawab pertanyaan- pertanyaan khusus yang mungkin ditanyakan. Perubahan penting yang dapat terjadi atau timbul setelah penawaran diberikan juga harus diberitahukan kepada Kami dan perusahaan-perusahaan asuransi anda.

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.

Kewajiban yang sama juga harus dilakukan kepada perusahaan asuransi sebelum dilakukan pembaharuan, perpanjangan, perubahan atau pemulihan kontrak asuransi. Selain itu, perubahan-perubahan yang secara substansial dapat meningkatkan resiko, atau yang berkaitan erat dengan suatu jaminan atau ketentuan dalam polis, harus diberitahukan dengan segera.

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.

Anda tidak dapat mengandalkan pengamatan secara biasa atas aspek penting dari risiko yang dilakukan oleh Kami atau pihak ketiga lainnya untuk dapat dianggap sebagai memenuhi kewajiban anda untuk mengungkapkan hal-hal yang penting berkenaan dengan pertanggungan asuransi anda..

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.

Silakan segera hubungi kami jika Anda ragu mengenai apa yang termasuk informasi material atau jika Anda memiliki kekhawatiran bahwa kami mungkin tidak mengetahui informasi material tersebut.

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 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.

Polis Anda

Kami akan menggunakan segala upaya yang wajar untuk memastikan bahwa dokumentasi polis Anda dikirimkan tepat waktu. Dokumentasi polis Anda akan mengonfirmasi dasar perlindungan, memberikan rincian tentang penanggung bersama dengan rincian jumlah premi dan tanggal jatuh tempo pembayaran.

Anda bertanggung jawab untuk meninjau dokumentasi asuransi Anda beserta dokumen terkait lainnya yang mungkin dikirimkan kepada Anda dari waktu ke waktu untuk memastikan bahwa dokumen tersebut secara akurat mencerminkan perlindungan, ketentuan, batasan, dan syarat lain yang Anda butuhkan. Perhatian khusus harus diberikan pada setiap ketentuan polis, jaminan, dan subyektivitas karena kegagalan mematuhi salah satunya dapat membatalkan perlindungan Anda. Jika terdapat ketidaksesuaian, Anda harus segera berkonsultasi dengan kami.

Claims

You are responsible for notifying, to Marsh or to an 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 cover and procedural requirements in relation to claims and to the 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

Klaim

Anda bertanggung jawab untuk memberitahukan Marsh atau langsung kepada penanggung (jika berlaku), klaim atau kemungkinan keadaan yang dapat menimbulkan klaim. Untuk memastikan perlindungan penuh dalam polis Anda, Anda harus memahami ketentuan perlindungan dan persyaratan prosedural terkait klaim serta pemberitahuan klaim atau keadaan tersebut. Kegagalan mematuhi persyaratan pemberitahuan, terutama terkait waktu, sebagaimana tercantum dalam polis atau dokumen insurers to refuse your claim. **In presenting a claim it is your responsibility to disclose all facts which are material to the claim.**

perlindungan lainnya, dapat memberikan hak kepada penanggung untuk menolak klaim Anda. **Dalam mengajukan klaim, Anda bertanggung jawab untuk mengungkapkan semua fakta yang material terhadap klaim tersebut.**

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.

Jika kami mengumpulkan pembayaran klaim, pembayaran tersebut akan disalurkan kepada Anda sesuai persyaratan regulasi yang berlaku. Namun, kami tidak akan menyalurkan dana klaim kepada Anda sebelum kami menerimanya dari penanggung.

Change in Circumstances

Perubahan Keadaan

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.

Anda harus memberitahukan kepada kami sesegera mungkin atas perubahan keadaan yang mungkin memengaruhi layanan yang akan kami berikan atau perlindungan yang diberikan di bawah polis asuransi Anda.

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

Kami akan memberitahukan kepada Anda sesegera mungkin mengenai perubahan premi atau syarat dan ketentuan polis Anda yang timbul akibat perubahan tersebut.

Provision and Use of Information

Penyediaan dan Penggunaan Informasi

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 and are for your sole use and may not be shared with or relied upon by any third party, unless otherwise agreed by Marsh in writing.

Layanan yang kami berikan kepada Anda adalah untuk penggunaan eksklusif Anda dan semua data, rekomendasi, proposal, laporan, dan informasi lainnya (secara kolektif disebut "Laporan") yang kami sediakan sehubungan dengan layanan kami mengandung informasi kepemilikan dan bersifat rahasia, serta hanya untuk penggunaan Anda sendiri dan tidak boleh dibagikan atau dijadikan dasar oleh pihak ketiga manapun, kecuali disetujui secara tertulis oleh Marsh.

Our Reports may include advice and recommendations; however, all decisions in connection with 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.

Laporan kami dapat mencakup saran dan rekomendasi; namun, semua keputusan terkait pelaksanaan saran dan rekomendasi yang diberikan oleh Marsh sepenuhnya menjadi tanggung jawab dan keputusan Anda. Layanan kami tidak merupakan, dan bukan pengganti, nasihat hukum atau pajak.

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.

Kecuali secara tegas diatur dalam Perjanjian ini dan/atau disetujui secara tertulis, Marsh tidak akan bertanggung jawab kepada Anda maupun pihak ketiga atas keputusan yang diambil atau tindakan yang dilakukan berdasarkan Laporan tersebut. Pernyataan apapun yang berkaitan dengan aktuaria, pajak, akuntansi, atau masalah hukum didasarkan semata-mata pada pengalaman kami sebagai pialang asuransi dan konsultan risiko dan tidak boleh dijadikan dasar sebagai nasihat aktuaria, akuntansi, pajak, atau hukum, untuk itu Anda harus berkonsultasi dengan penasihat profesional Anda sendiri.

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.

Setiap Laporan yang disiapkan oleh kami secara khusus dan eksklusif untuk Anda berdasarkan Perjanjian ini akan menjadi milik Anda. Terlepas dari ketentuan lain dalam Perjanjian ini, kami akan mempertahankan semua hak cipta, paten, dan hak kekayaan intelektual lainnya atas metodologi, metode analisis, ide, konsep, pengetahuan teknis, model, alat, teknik, keterampilan, pengetahuan, dan pengalaman yang kami miliki sebelum pelaksanaan layanan, atau yang dikembangkan atau diperoleh selama atau setelah pelaksanaan layanan, termasuk namun tidak terbatas pada semua sistem, perangkat lunak, spesifikasi, dokumentasi, dan materi lain yang dibuat, dimiliki, atau dilisensikan dan digunakan oleh kami atau anggota lain dari Grup Marsh atau subkontraktor dalam pelaksanaan Layanan (disebut sebagai "Kekayaan Intelektual"), dan kami tidak akan dibatasi dalam hal apapun terkait hal tersebut.

Sejauh Laporan mengandung Kekayaan Intelektual, kami dengan ini memberikan kepada Anda hak non-eksklusif dan tidak dapat dialihkan untuk menggunakan Kekayaan Intelektual tersebut semata-mata untuk keperluan pemanfaatan Laporan secara internal sesuai dengan ketentuan Perjanjian ini. Apabila kami diminta untuk menggunakan atau menggabungkan kekayaan intelektual Anda dalam pelaksanaan layanan, Anda dengan ini memberikan lisensi non-eksklusif, permanen, dan dapat dialihkan kepada kami untuk menggunakan materi tersebut semata-mata dalam rangka pelaksanaan Perjanjian ini.

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.

Anda tidak boleh, secara langsung maupun tidak langsung, menggunakan, mengunggah, atau memasukkan Laporan ke dalam alat, platform, atau sistem kecerdasan buatan ("AI"), termasuk namun tidak terbatas pada algoritma pembelajaran mesin, aplikasi pemrosesan bahasa alami, atau teknologi berbasis AI lainnya (secara kolektif disebut "Alat AI"). Anda juga setuju untuk tidak menggunakan Alat AI untuk menganalisis, memproses, atau mengambil wawasan dari Laporan dengan cara apapun.

Payment of Premium

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 insurance policies. Where insurers have specified a premium payment warranty or condition in your policy, your

Pembayaran Premi

Anda wajib melakukan penyelesaian pembayaran dengan dana yang telah tersedia untuk semua jumlah yang harus dibayar tepat waktu agar kami dapat melakukan pembayaran kepada penanggung sesuai dengan tanggal pembayaran yang tercantum pada faktur atau dokumen pembayaran terkait lainnya ("Tanggal Pembayaran"). Anda juga harus membayar pajak atau biaya lain yang berlaku atas 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.

polis asuransi Anda. Apabila penanggung menetapkan jaminan atau ketentuan pembayaran premi dalam polis Anda, penanggung harus menerima premi yang harus Anda bayar pada tanggal tersebut. Anda mengakui bahwa kegagalan membayar pada Tanggal Pembayaran dan/atau mematuhi jaminan atau ketentuan pembayaran premi dapat menyebabkan penanggung membatalkan polis Anda. Jika Anda merasa tidak dapat memenuhi Tanggal Pembayaran dan/atau jaminan atau ketentuan pembayaran premi, harap segera hubungi kami.

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.

Any interest earned on client money will, unless otherwise provided by the law, be retained by us.

Dana Klien

Kami diwajibkan untuk memisahkan dana klien dari dana kami sendiri. Biasanya, kami akan menyimpan dana klien dalam rekening bank klien.

Setiap bunga yang diperoleh dari dana klien, kecuali diatur lain oleh hukum, akan kami pertahankan.

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.

Mata Uang

Dalam hal kami dapat melakukan transaksi dalam mata uang selain mata uang lokal, kami tidak bertanggung jawab atas kekurangan pembayaran apa pun, termasuk pembayaran premi atau klaim yang timbul akibat pergerakan nilai tukar mata uang asing.

Kami mungkin perlu mengonversi mata uang yang Anda kirimkan kepada kami ke mata uang lain untuk tujuan pelaksanaan transaksi Anda. Jika kami telah mengonversi tetapi belum membayarkan uang tersebut kepada penanggung atau pihak ketiga lainnya (dan tidak berkewajiban secara hukum untuk melakukannya) dan Anda meminta kami mengembalikan uang tersebut kepada Anda, maka Anda setuju bahwa kami akan mengembalikan uang tersebut kepada Anda dalam mata uang yang telah kami konversi dan dengan nilai tukar pada saat kami melakukan konversi awal. Jika kami setuju untuk mengonversi kembali mata uang tersebut untuk Anda, Anda setuju untuk menerima konversi ulang dengan nilai tukar pasar yang berlaku pada saat konversi ulang, dikurangi biaya bank yang berlaku.

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.

Tanggung Jawab Anda atas Pajak

Marsh bukanlah penasihat pajak dan oleh karena itu tidak memberikan pernyataan kepada Anda mengenai ada atau tidaknya kewajiban pajak Anda atas jumlah yang mungkin dibayarkan kepada Anda berdasarkan kontrak asuransi. Informasi atau perhitungan apa pun yang diberikan Marsh mengenai masalah asuransi, peraturan, dan pajak didasarkan pada informasi yang tersedia untuk umum dan pengalaman Marsh yang diperoleh dari keterlibatan dalam masalah serupa untuk klien lain. Dalam semua kasus, Marsh menyarankan Anda mencari nasihat sendiri mengenai hal-hal tersebut dari penasihat hukum dan pajak profesional. Merupakan kewajiban Anda untuk membuat deklarasi terkait dan melaporkan kepada otoritas pajak yang relevan atas semua hasil asuransi.

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").

Imbalan Kami

Tunduk pada ketentuan yang lebih spesifik yang disepakati secara tertulis secara terpisah:

(a) imbalan kami didasarkan pada komisi yang dibayarkan dari premi yang Anda bayarkan dan diizinkan oleh penanggung yang mengatur perlindungan Anda;

(b) terkadang, kami dapat menerima imbalan berupa komisi dan/atau biaya ("Biaya Penugasan").

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.

Jika kami menerima imbalan berupa Biaya Penugasan, Perjanjian ini tetap berlaku, namun selain itu kami akan menyepakati dengan Anda besaran Biaya Penugasan dan hal-hal lain seperti masa penugasan kami. Anda bertanggung jawab kepada kami untuk pembayaran semua Biaya Penugasan tersebut. Marsh dapat dibayar secara terpisah oleh perusahaan asuransi berupa biaya untuk layanan manajemen risiko terkait perlindungan Anda atau dibayar biaya untuk persiapan klaim atau layanan klaim tambahan.

If the services we provide include the standard claims handling service on your behalf, as instructed by you (which ranges from the engagement of the insurer's adjuster to the preparation and submission of claims documents unless both parties subsequently agree otherwise in writing), our remuneration for the claims handling services is included in our remuneration for brokerage services. Where the claim involves any loss amount exceeding US$1,000,000, you will agree to engage our Claims Solutions team with expertise and resources outside of the normal claims handling

Jika layanan yang kami berikan mencakup layanan penanganan klaim standar atas nama Anda, sesuai instruksi Anda (yang mencakup mulai dari penunjukan penilai perusahaan asuransi hingga persiapan dan pengajuan dokumen klaim kecuali kedua pihak kemudian menyepakati secara tertulis sebaliknya), imbalan kami untuk layanan penanganan klaim sudah termasuk dalam imbalan kami untuk layanan perantara asuransi. Jika klaim melibatkan jumlah kerugian yang melebihi US$1.000.000 (satu juta Dolar Amerika Serikat), servicing team. In such circumstances you agree to take all reasonable steps to have Marsh's fees for such work (up to the limit of such coverage) paid by the respective insurers, pursuant to the "Claims Preparation Costs" clause or any other clause in your insurance policy (if any) that allows indemnification of reasonable professional fees payable to claims preparers (including but not limited to fees of accountants, insurance brokers, business interruption specialists and valuers) and such other reasonable expenses necessarily incurred for the preparation, presentation and negotiation of claims and proving loss. We shall submit time sheets stating actual hours of work. Fees shall be charged per quarter of an hour. The applicable hourly rate is stated in the applicable Marsh table of fees. Any fees payable for the foregoing services shall not exceed the amount recoverable by you under the policy.

Anda setuju untuk melibatkan tim Solusi Klaim kami yang memiliki keahlian dan sumber daya di luar tim layanan penanganan klaim biasa. Dalam keadaan tersebut, Anda setuju untuk mengambil semua langkah wajar agar biaya Marsh untuk pekerjaan tersebut (hingga batas perlindungan tersebut) dibayar oleh perusahaan asuransi terkait, sesuai dengan klausul "Biaya Persiapan Klaim" atau klausul lain dalam polis asuransi Anda (jika ada) yang memungkinkan penggantian biaya profesional yang wajar yang dibayarkan kepada penyusun klaim (termasuk namun tidak terbatas pada biaya akuntan, broker asuransi, spesialis gangguan bisnis, dan penilai) serta biaya wajar lain yang diperlukan untuk persiapan, penyajian, dan negosiasi klaim serta pembuktian kerugian. Kami akan menyerahkan lembar waktu yang menyatakan jam kerja aktual. Biaya akan dikenakan per seperempat jam. Tarif per jam yang berlaku tercantum dalam tabel biaya Marsh yang berlaku. Biaya yang harus dibayar untuk layanan tersebut tidak akan melebihi jumlah yang dapat Anda klaim dari polis.

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.

Komisi dan/atau Biaya Penugasan dianggap sepenuhnya diperoleh saat Anda menginstruksikan kami untuk mengikat perlindungan pada polis Anda. Kecuali diatur lain oleh hukum, tidak akan ada pengembalian atau pembatalan komisi dan/atau Biaya Penugasan setelah Anda menginstruksikan kami untuk mengikat perlindungan pada polis Anda, meskipun polis tersebut kemudian diubah, dihentikan, atau dibatalkan, dan kami berhak untuk mempertahankan atau menagih dari Anda semua komisi dan/atau Biaya Penugasan untuk seluruh periode polis.

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

Dalam hal penyesuaian tengah periode, kami mungkin berhak atas komisi tambahan dari premi tambahan yang harus dibayar.

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 Statistics Indonesia (Badan Pusat Statistik) upon each annual anniversary of this engagement.

Sejauh Biaya Penugasan disepakati antara kami, setiap biaya yang kami peroleh dari Anda berdasarkan penugasan ini akan disesuaikan dengan inflasi berdasarkan indeks inflasi yang diterbitkan oleh Badan Pusat Statistik Indonesia pada setiap ulang tahun tahunan penugasan ini.

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

Pendapatan Lain

Kami (dan/atau anggota lain dari Grup Marsh) terkadang menerima pembayaran secara terpisah dari perusahaan asuransi untuk layanan yang diberikan kepada mereka.

Saat memberikan layanan ini kepada perusahaan asuransi, kami akan selalu berusaha secara wajar 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.

untuk menghindari konflik kepentingan. Jika kami menganggap bahwa konflik telah muncul, maka kami tidak akan mengambil tindakan lebih lanjut atas nama perusahaan asuransi kecuali Anda setuju secara tertulis agar kami dapat melanjutkan.

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.

Kami (dan/atau anggota lain dari Grup Marsh) dapat menerima kompensasi terpisah dari perusahaan asuransi untuk memberikan layanan konsultasi, teknis, analitik data, atau layanan lainnya. Layanan ini dirancang untuk meningkatkan penawaran yang tersedia bagi klien kami, membantu perusahaan asuransi dalam mengidentifikasi peluang baru, dan meningkatkan efisiensi operasional perusahaan asuransi. Ruang lingkup dan jenis layanan bervariasi menurut perusahaan asuransi dan wilayah geografis.

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.

Kami (dan/atau anggota lain dari Grup Marsh) juga dapat bertindak sebagai broker reasuransi untuk penanggung yang telah kami tempatkan asuransi atau reasuransi dan dapat menerima imbalan berupa biaya dan/atau komisi untuk hal tersebut.

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

Kami mungkin menggunakan anggota Grup Marsh atau perantara lain (berlokasi di dalam atau luar Indonesia) untuk membantu kami memenuhi kebutuhan asuransi Anda. Perusahaan-perusahaan ini mungkin menerima imbalan tambahan atas layanan yang mereka berikan.

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.

Atas permintaan Anda, kami akan mengungkapkan secara tertulis imbalan yang kami (dan/atau anggota lain dari Grup Marsh) terima sehubungan dengan polis Anda. Jika imbalan tersebut tidak dapat dinyatakan dalam bentuk uang tunai, maka kami akan menjelaskan dasar perhitungannya.

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.

Kami juga dapat memperkenalkan pihak ketiga kepada Anda dan mungkin menerima biaya perkenalan dan/atau biaya lain terkait hal tersebut. Kami tidak bertanggung jawab atas pihak ketiga tersebut, dan Anda tidak berkewajiban menggunakan layanan pihak ketiga yang diperkenalkan oleh kami. Kami menyarankan agar Anda mempertimbangkan pilihan Anda dan melakukan uji tuntas sebelum menerima syarat dan ketentuan dari pihak ketiga manapun.

You can find out more about how we are paid by visiting our Transparency & Disclosure webpage- https://www.marsh.com/id/en/about/about-marsh/transparency-and-disclosure.html

Anda dapat mengetahui lebih lanjut tentang bagaimana kami dibayar dengan mengunjungi halaman Transparansi & Pengungkapan kami di https://www.marsh.com/id/en/about/about-marsh/transparency-and-disclosure.html

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.

Solusi Asuransi

Marsh menawarkan berbagai solusi asuransi milik sendiri, yang masing-masing dirancang untuk mengatasi risiko spesifik profil klien kami. Marsh dapat menempatkan polis asuransi Anda melalui solusi asuransi yang disiapkan oleh Marsh (dan/atau anggota lain dari Grup Marsh) dengan perusahaan asuransi terpilih. Marsh (dan/atau anggota lain dari Grup Marsh) dapat menerima kompensasi untuk pembuatan, pengelolaan, dan/atau pemberian layanan kepada perusahaan asuransi atas penggunaan solusi ini. Kompensasi tersebut tidak spesifik untuk polis individual dan merupakan tambahan dari biaya atau komisi lain yang diperoleh Marsh (dan/atau anggota lain dari Grup Marsh). Penggunaan solusi asuransi sepenuhnya merupakan kebijakan klien Marsh.

Termination of this Agreement

This Agreement may be terminated by either party giving 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. The Parties waive the provisions of Article 1266 of the Indonesian Civil Code to the extent that the Parties agree not to seek any approval from the courts in order to terminate this Agreement.

Pengakhiran Perjanjian ini

Perjanjian ini dapat diakhiri oleh salah satu pihak dengan memberikan pemberitahuan tertulis 90 hari kepada pihak lainnya. Dengan ketentuan pembayaran remunerasi yang masih terhutang kepada kami, Marsh akan membantu mengatur proses pemindahan bisnis Anda secara lancar. Setelah pengakhiran, kecuali disepakati lain, Marsh akan berhenti menangani klaim yang berkaitan dengan polis yang ditempatkan oleh Marsh atas nama Anda. Para Pihak melepaskan ketentuan Pasal 1266 Kitab Undang-Undang Hukum Perdata Indonesia sejauh Para Pihak sepakat untuk tidak meminta persetujuan pengadilan dalam rangka pengakhiran Perjanjian ini.

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:

(a) for insurance broking services, the amount of IDR 3.500.000.000, - (three billion five hundred million Indonesian Rupiah); or

(b) for any other services, the amount of one times the remuneration for the relevant services giving rise to such liability.

Batasan Tanggung Jawab

Kecuali disepakati lain secara tertulis (dalam pernyataan kerja atau dokumen lain), batas maksimum tanggung jawab gabungan Marsh dan anggota lain dari Grup Marsh (baik kepada Anda, afiliasi Anda, dan/atau pihak ketiga lainnya) yang berkaitan dengan atau timbul dari Perjanjian ini atau layanan yang diberikan berdasarkan Perjanjian ini dibatasi secara total sebagai berikut:

(a) untuk layanan perantara asuransi, sebesar Rp 3.500.000.000,- (tiga miliar lima ratus juta Rupiah); atau

(b) untuk layanan lainnya, sebesar satu kali remunerasi untuk layanan terkait yang menimbulkan tanggung jawab tersebut.

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

Batasan ini berlaku untuk semua sebab tindakan termasuk, namun tidak terbatas pada, pelanggaran kontrak, pelanggaran jaminan, kelalaian, tanggung jawab mutlak, pernyataan yang menyesatkan, dan perbuatan melawan hukum lainnya.

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.

Dalam hal apapun, Marsh atau anggota Grup Marsh tidak akan bertanggung jawab atas kerugian tidak langsung, khusus, insidental, konsekuensial, atau hukuman, maupun atas kehilangan keuntungan atau kerugian ekonomi lainnya yang berkaitan dengan, timbul dari, atau sehubungan dengan Perjanjian ini atau layanan yang diberikan berdasarkan Perjanjian ini.

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.

Klausul ini tidak berlaku untuk tanggung jawab yang timbul akibat penipuan atau kelalaian yang disengaja dari pihak Marsh atau anggota Grup Marsh, maupun untuk tanggung jawab yang secara hukum tidak dapat dikecualikan atau dibatasi.

Electronic communications

Komunikasi Elektronik

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.

Kami dapat berkomunikasi satu sama lain melalui surat elektronik (email), terkadang dengan melampirkan data elektronik tambahan. Dengan menyetujui metode komunikasi ini, kami dan Anda menerima risiko yang melekat (termasuk risiko keamanan seperti penyadapan, akses tidak sah terhadap komunikasi tersebut, risiko kerusakan komunikasi, serta risiko virus atau perangkat berbahaya lainnya). Meskipun kami dan Anda memiliki prosedur pemeriksaan virus yang wajar pada sistem kami, Anda bertanggung jawab untuk memeriksa virus pada semua komunikasi elektronik yang dikirimkan kepada Anda. Anda juga bertanggung jawab untuk memeriksa bahwa pesan yang diterima adalah lengkap. Jika terjadi perselisihan, catatan yang disimpan dalam sistem Marsh akan dianggap sebagai bukti final terkait komunikasi elektronik dan dokumentasi yang terjadi antara kita.

Confidentiality

Kerahasiaan

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.

Kami akan memperlakukan setiap informasi yang kami miliki yang berkaitan dengan bisnis Anda sebagai rahasia atau sesuai ketentuan lain yang diatur dalam Perjanjian ini. Kami mungkin perlu mengungkapkan informasi yang Anda anggap rahasia kepada perusahaan asuransi atau pihak lain, saat bertindak atas nama Anda, apabila kami secara wajar menganggap informasi tersebut material terhadap risiko yang ditanggung, atau untuk keperluan tinjauan internal dan audit.

Likewise, we may disclose to third parties certain

Demikian pula, kami dapat mengungkapkan kepada 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.

pihak ketiga statistik industri secara umum atau informasi lain yang mungkin mencakup informasi yang berkaitan dengan Anda. Informasi sensitif akan ditangani dengan tepat dan informasi spesifik tentang Anda tidak akan diidentifikasi tanpa persetujuan Anda.

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.

Kami dapat mencantumkan nama dan logo perusahaan Anda pada materi pemasaran yang kami berikan kepada Anda atau pihak ketiga. Jika Anda tidak menginginkan nama dan logo perusahaan Anda dicantumkan, mohon beri tahu kontak Marsh Anda yang biasa.

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.

Kami mungkin diwajibkan untuk mengumpulkan dan memproses informasi pribadi (termasuk informasi pribadi yang sensitif) dari Anda atau karyawan Anda dan/atau tanggungan mereka agar dapat melaksanakan dan menyediakan layanan. Mohon berikan kepada **setiap orang yang memberikan informasi pribadi kepada kami** salinan Pernyataan Pengumpulan Informasi Pribadi yang tercantum dalam Lampiran B Perjanjian ini ("PICS") dan atur agar mereka menandatangani dan mengembalikan dokumen tersebut kepada kami atau sebagai alternatif, konfirmasikan kepada kami bahwa Anda telah memperoleh semua persetujuan yang diperlukan untuk mentransfer data pribadi mereka kepada kami untuk diproses. Apabila Anda gagal mengembalikan PICS yang telah ditandatangani oleh personel terkait, maka Anda dianggap telah memperoleh semua persetujuan yang diperlukan untuk mentransfer informasi pribadi kepada kami untuk diproses setelah Anda mentransfer informasi pribadi tersebut kepada kami.

Document Retention

Penyimpanan Dokumen

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.

Marsh dapat menyimpan dokumen untuk bisnis yang dilakukan atas nama Anda dalam bentuk elektronik atau kertas sesuai dengan kebijakan penyimpanan dokumen yang berlaku dari waktu ke waktu. Setelah itu, kami dapat menghancurkan dokumen tanpa pemberitahuan lebih lanjut kepada Anda.

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.

Sehubungan dengan jenis asuransi tertentu, klaim mungkin dapat diajukan jauh setelah polis berakhir. Oleh karena itu, sangat penting bagi Anda untuk menyimpan dokumen polis Anda dengan aman selama jangka waktu di mana Anda mungkin dapat mengajukan klaim berdasarkan polis tersebut.

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.

Perlindungan Data dan Keamanan Data

Anda dan Marsh akan mematuhi ketentuan peraturan perlindungan data atau privasi yang berlaku dari waktu ke waktu. Ini termasuk kewajiban, jika ada, bagi penyedia data pribadi untuk memperoleh persetujuan yang diperlukan terkait transfer data pribadi kepada penerima oleh penyedia atau pihak ketiga yang tunduk pada peraturan perlindungan data atau privasi yang berlaku, serta kewajiban terkait penggunaan, pengungkapan, atau transfer data pribadi oleh penerima yang diperlukan untuk melaksanakan kewajibannya berdasarkan Perjanjian ini.

Marsh meyakini bahwa semua data pribadi yang diminta diperlukan untuk dapat memberikan penawaran, mengatur perlindungan asuransi, mengelola klaim, dan manajemen hubungan klien. Data pribadi umumnya akan dijaga kerahasiaannya, namun Anda memberikan persetujuan dan wewenang kepada Marsh untuk memberikan atau mengungkapkan data pribadi Anda untuk keperluan asuransi umum termasuk perpanjangan polis, riset, benchmarking dan analisis statistik, penilaian kredit, serta pencegahan kejahatan. Pengaturan asuransi atau pemberian layanan klaim mungkin melibatkan pengungkapan data pribadi kepada perusahaan asuransi, agen, dan penyedia layanan, termasuk namun tidak terbatas pada konsultan, perusahaan riset pasar, dan perusahaan jaminan kualitas, anggota lain dari Grup Marsh, regulator industri, dan auditor Marsh.

Apabila kami menganggap perlu dan sesuai, kami dapat mentransfer data pribadi dan informasi rahasia kepada penyedia layanan, dengan ketentuan kerahasiaan, untuk tujuan penyimpanan atau pemrosesan data atau pemberian layanan atas nama kami kepada Anda. Marsh (dan/atau anggota lain dari Grup Marsh) dapat memasukkan, dalam bentuk yang telah dihilangkan identitasnya, informasi yang berkaitan dengan program asuransi Anda dalam penawaran benchmarking, pemodelan, dan analitik lainnya. Untuk klien, penawaran ini mencakup basis data benchmarking, alat analitik dan pemodelan, survei, dan kompilasi informasi lainnya yang dirancang untuk membantu klien menilai risiko mereka dengan lebih efektif, membuat keputusan yang lebih tepat, serta menyusun program asuransi dan strategi mitigasi risiko lainnya. Marsh (atau anggota lain dari Grup Marsh) dalam beberapa kasus dapat menerima kompensasi untuk penawaran analitiknya dari klien dan/atau perusahaan asuransi.

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

Jika berlaku atau diizinkan oleh hukum, Marsh dapat membagikan informasi tentang perpanjangan asuransi Anda yang akan datang kepada anggota lain dari Grup Marsh dan/atau calon perusahaan asuransi untuk membantu perusahaan asuransi mengidentifikasi peluang bersaing dalam pengelolaan risiko. Marsh membagikan informasi tersebut sebagai bagian dari penawaran konsultasi perusahaan asuransi, yang dirancang untuk membantu perusahaan asuransi memperluas penawaran mereka sendiri dan menciptakan solusi unggul bagi klien Marsh. Untuk informasi lebih lanjut, silakan kunjungi https://www.marsh.com

You agree that 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).

Anda menyetujui bahwa Marsh dapat memasukkan atau mengungkapkan informasi Anda (termasuk namun tidak terbatas pada informasi yang berkaitan dengan kontak Anda, Perjanjian ini, layanan, hasil kerja, dan/atau remunerasi) di dalam Grup Marsh dan/atau dalam basis data internal Grup Marsh (termasuk namun tidak terbatas pada basis data manajemen klien, keuangan, dan pemeriksaan konflik).

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

Tergantung pada keadaan, pengungkapan data pribadi kepada pihak-pihak tersebut di atas dapat melibatkan transfer data ke luar wilayah Indonesia.

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 Indonesia) 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.

Penggunaan untuk Tujuan Pemasaran

Kami dapat menggunakan, menganalisis, dan menilai informasi yang kami miliki tentang Anda untuk memberikan informasi mengenai produk dan layanan dari anggota Grup Marsh, serta pihak ketiga terpilih yang kami anggap mungkin menarik bagi Anda melalui telepon, pos, atau cara lainnya. Kami dapat meneruskan informasi ini kepada anggota lain dari Grup Marsh (baik yang berada di dalam maupun di luar Indonesia) agar mereka dapat melakukan hal yang sama.

Jika Anda tidak ingin menerima informasi mengenai produk dan layanan lain dari Grup Marsh atau pihak ketiga, mohon beri tahu kontak Marsh Anda yang biasa.

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.

Penugasan dan Transfer

Kami dapat kapan saja mengalihkan, mentransfer, atau mengelola dengan cara apapun sebagian atau seluruh hak atau kewajiban kami berdasarkan Perjanjian ini dan dapat melakukan subkontrak atau mendelegasikan kewajiban kami berdasarkan Perjanjian ini kepada anggota lain dari Grup Marsh.

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.

Hak Pihak Ketiga

Kecuali disepakati lain, baik Perjanjian ini maupun pemberian layanan tidak dimaksudkan untuk memberikan hak atau manfaat apapun kepada pihak ketiga (kecuali anggota Grup Marsh yang berhak menegakkan ketentuan tertentu dari Perjanjian ini apabila ada klaim yang diajukan terhadap mereka) dan tidak dapat secara wajar diandalkan oleh pihak ketiga.

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, proliferation of weapons of mass destruction 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 Indonesia) 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.

Kepatuhan terhadap Hukum

Grup Marsh diwajibkan untuk bertindak sesuai dengan undang-undang, peraturan, dan permintaan otoritas pengatur yang beroperasi di berbagai yurisdiksi yang berkaitan dengan, antara lain, pencegahan pencucian uang, pendanaan terorisme, pendanaan proliferasi senjata pemusnah massal dan penyediaan layanan keuangan kepada orang atau entitas yang mungkin dikenai sanksi. Marsh dapat mengambil tindakan atas permintaan otoritas pengatur dan anggota lain dari Grup Marsh; tindakan ini termasuk menunda atau menolak permintaan Anda.

Untuk mencegah atau mendeteksi pencurian dan penipuan serta membantu verifikasi identitas, kami dan perusahaan asuransi dapat bertukar informasi dengan anggota Grup Marsh (baik yang berada di dalam maupun di luar Indonesia) dan melakukan pencarian data pada lembaga pencegahan penipuan yang akan menyediakan informasi tersebut. Kami dan perusahaan asuransi juga dapat meneruskan informasi kepada organisasi keuangan dan organisasi lain yang terlibat dalam pencegahan penipuan.

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, immediately 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.

Anda mengakui dan menyetujui bahwa Marsh tidak dapat menyediakan layanan perantara, konsultasi risiko, klaim, atau layanan lainnya atau memberikan manfaat apapun sejauh penyediaan layanan atau manfaat tersebut melanggar hukum yang berlaku atau mengekspos Marsh atau Grup Marsh pada sanksi, larangan, atau pembatasan berdasarkan Resolusi Dewan Keamanan Perserikatan Bangsa-Bangsa atau berdasarkan sanksi perdagangan atau ekonomi, undang-undang, atau peraturan lainnya, dan bahwa Marsh dapat, segera setelah memberikan pemberitahuan tertulis kepada Anda, mengakhiri Perjanjian ini atau layanan tertentu (atau bagian darinya) jika kami menentukan bahwa layanan tersebut termasuk dalam cakupan hal-hal tersebut di atas.

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.

Jika Anda Tidak Puas dengan Layanan Kami

Kami berniat untuk selalu memberikan layanan pelanggan yang berkualitas tinggi kepada Anda. Namun, jika Anda tidak puas dengan aspek apapun dari layanan asuransi kami, Anda dapat mengajukan keluhan secara tertulis atau dengan cara lain kepada kontak Marsh Anda yang biasa atau kepada 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 Indonesia and any dispute arising under it shall be binding and be finally settled under the administrative and procedural Rules of Indonesia National Board of Arbitration (BANI) by arbitrators appointed in accordance with said rules.

Hukum yang Mengatur

Perjanjian ini, yang mengatur ketentuan hubungan kami dengan Anda, akan diatur dan ditafsirkan sesuai dengan hukum Indonesia dan setiap sengketa yang timbul berdasarkan Perjanjian ini akan bersifat mengikat dan diselesaikan secara final berdasarkan Peraturan Administratif dan Prosedural Badan Arbitrase Nasional Indonesia (BANI) oleh arbiter yang ditunjuk sesuai dengan peraturan tersebut.

In compliance with Indonesia Law No. 24 of 2009 on National Flag, Language, Emblem and National Anthem and its amendments, the Parties agree to execute this Agreement in bilingual version. In the event there is a difference of interpretation, the English version of this Agreement shall prevail.

Sesuai dengan Undang-Undang Republik Indonesia No. 24 Tahun 2009 tentang Bendera, Bahasa, Lambang, dan Lagu Kebangsaan serta perubahannya, Para Pihak sepakat untuk melaksanakan Perjanjian ini dalam versi dwibahasa. Apabila terdapat perbedaan penafsiran, versi bahasa Inggris dari Perjanjian ini yang akan berlaku.

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).

Ketentuan Lain

Karena para pihak memiliki tingkat kecanggihan komersial yang setara dalam negosiasi kontrak dan telah melakukan negosiasi Perjanjian ini secara independen, maka Perjanjian ini tidak akan ditafsirkan untuk menguntungkan atau merugikan salah satu pihak. Setiap pihak memasuki Perjanjian ini secara sukarela, telah membaca dan memahami ketentuannya, serta telah memiliki kesempatan untuk mencari dan memperoleh nasihat hukum mengenai hak dan kewajibannya serta syarat dan ketentuan dalam Perjanjian ini.

Apabila terjadi konflik atau ketidaksesuaian antara ketentuan dalam Perjanjian ini dengan ketentuan dalam pernyataan pekerjaan (statement of work) yang berlaku (atau dokumen setara) yang berkaitan dengan layanan yang dimaksud dalam Perjanjian ini, maka ketentuan dalam Perjanjian ini yang akan berlaku, kecuali secara tegas dinyatakan lain dalam pernyataan pekerjaan (atau dokumen setara) tersebut.

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 client regarding recommendations by

Lampiran A: Jasa Konsultasi, Manajemen Risiko dan Administrasi

- Membantu pengembangan informasi risiko properti untuk mendukung pemasaran asuransi properti bersama broker. Hal ini dapat mencakup, namun tidak terbatas pada:
- Data pengendalian kerugian/COPE (Catatan: pengumpulan data COPE bukan kegiatan onsite). Informasi ini dilakukan melalui penelaahan terhadap:
- Laporan Pengendalian Kerugian yang ada
- Pengajuan pemasaran sebelumnya
- Informasi umum mengenai lokasi dan operasi yang mungkin tersedia
- (B&M) Strategi Suku Cadang
- (B&M) Daftar Objek
- (B&M) Tinjauan Sistem Darurat dan Sistem Sekunder
- Penyusunan Ringkasan Risiko Properti satu halaman yang dapat mencakup:
    - Sorotan kualitas risiko
    - Program inspeksi dan penilaian
    - Filosofi pengendalian kerugian dan komitmen manajemen terhadap pengendalian kerugian
    - Perbaikan risiko/investasi utama yang telah dilakukan atau direncanakan
    - Ikhtisar program manajemen risiko properti dan operasional
    - Prioritas perbaikan risiko utama beserta tanggapan klien
    - Investasi klien dalam pengendalian kerugian, dll.
- Penyusunan rencana aksi bersama klien untuk perbaikan risiko utama, jika diperlukan, yang akan disampaikan ke pasar asuransi
- Partisipasi dalam pertemuan dengan underwriter dan engineer perusahaan asuransi untuk mempresentasikan profil risiko (klien)
- Memberikan masukan teknis dan komentar

carriers and alternatives to consider and present.

kepada broker dan klien mengenai rekomendasi dari perusahaan asuransi serta alternatif yang dapat dipertimbangkan dan disajikan

- Review of loss estimates reflecting the risk to help the client understand how the markets may view the risk and loss potentials.

- Penelaahan estimasi kerugian yang mencerminkan risiko untuk membantu klien memahami bagaimana pasar mungkin memandang risiko dan potensi kerugian

- Preparation and Presentation of the PRC Property Risk Dashboard included in the marketing submission or to use with the client.

- Penyusunan dan presentasi Dasbor Risiko Properti PRC yang disertakan dalam bahan pemasaran atau digunakan bersama klien

- Valuations and/or replacement cost assessments

- Penilaian dan/atau estimasi biaya penggantian

- Strategic Risk Services including but not limited to Business Continuity Plans, Enterprise Risk Management services, Cyber Consulting and Climate and Sustainability Consulting

- Layanan Risiko Strategis termasuk namun tidak terbatas pada Rencana Kelangsungan Usaha (Business Continuity Plan), layanan Manajemen Risiko Perusahaan, Konsultasi Siber, serta Konsultasi Iklim dan Keberlanjutan

- Business Interruption Reviews

- Tinjauan Gangguan Bisnis (Business Interruption Reviews)

- Analytics and Risk Modelling, including Natural Catastrophe (NATCAT) Modelling

- Analitik dan Pemodelan Risiko, termasuk Pemodelan Bencana Alam (NATCAT)

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 **PT Marsh Insurance Brokers Indonesia*** (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

Lampiran B: Pernyataan Pengumpulan Informasi Pribadi Klien dan Karyawan Klien

1. Sering kali diperlukan dari klien individu kami saat ini atau calon klien kami, atau, di mana klien kami adalah entitas perusahaan atau bisnis, perwakilan individual dan karyawan mereka (secara kolektif maupun secara sendiri-sendiri disebut sebagai "klien ", atau "Anda") untuk menyediakan kepada **PT Marsh Insurance Brokers Indonesia*** (selanjutnya disebut "MARSH", atau "kami", dan rujukan ke afiliasi Marsh) data pribadi Anda ("**Informasi Pribadi**") sehubungan dengan pelaksanaan proses bisnis kami, termasuk pelaksanaan layanan jasa dan / atau produk, penyusunan proposal, penyiapan penawaran, pengaturan perlindungan asuransi, pengelolaan klaim, pengelolaan hubungan klien dan pemeriksaan konflik internal. Informasi Pribadi tersebut dapat mencakup informasi atau data yang disediakan oleh Anda atau pihak lain atau dari sumber lain, dan mungkin termasuk, namun tidak terbatas pada, data historis dan data yang ada saat ini dan/atau data yang akan dikumpulkan di masa mendatang. Informasi Pribadi semacam itu dapat tunduk pada undang-undang perlindungan data, privasi dan undang-undang sejenis lainnya yang berlaku dan mungkin termasuk salinan dan rincian dokumen identitas lainnya, bukti alamat dan rincian kontak lainnya, afiliasi keagamaan, filosofis atau politik, informasi mengenai usia, status perkawinan, ras atau asal etnis, pendidikan, kehidupan genetik atau seksual, kesehatan fisik atau mental atau kondisi medis / diagnosis, preferensi diet, penyalahgunaan atau dugaan adanya indikasi penyalahgunaan atau sidang untuk memeriksa adanya tindakan yang disebabkan oleh pelanggaran yang dilakukan atau yang diduga dilakukan, proses eksekusi dari sidang atau putusan dari pengadilan manapun dalam persidangan tersebut.

   Ketika Anda memberikan kepada MARSH Informasi Pribadi yang berkaitan dengan karyawan, tanggungan dan / atau orang lain 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

yang Anda wakili, Anda diwajibkan untuk memahami ketentuan perlindungan data atau undang-undang privasi yang berlaku dari waktu ke waktu sejauh yang berlaku untuk Perjanjian ini. Ini termasuk, namun tidak terbatas pada: (i) kewajiban untuk, jika ada, bagi Anda untuk mendapatkan persetujuan yang diperlukan sehubungan dengan penyerahan informasi ke MARSH oleh penyedia atau pihak ketiga yang berkaitan dengan individu yang teridentifikasi atau dapat diidentifikasi yang tunduk pada ketentuan perlindungan data yang berlaku, privasi atau undang-undang sejenis lainnya dan (ii) kewajiban sehubungan dengan penggunaan, pengungkapan dan pengalihan oleh MARSH atas informasi pribadi yang diperlukan untuk menjalankan kewajibannya berdasarkan Perjanjian ini.

2. Informasi Pribadi yang Anda berikan akan dikumpulkan, digunakan dan diproses oleh MARSH untuk tujuan berikut:

2.1 prosedur manajemen hubungan klien, termasuk setiap cek potensi konflik sebagaimana mungkin diperlukan;

2.2 penyerahan layanan atau produk ke klien;

2.3 tujuan yang mana secara khusus disediakan untuk layanan atau produk tertentu yang ditawarkan oleh MARSH;

2.4 melakukan kegiatan pemasaran dan *profiling* klien sehubungan dengan asuransi dan layanan dan produk terkait (termasuk yang diberikan oleh MARSH, Afiliasinya dan pihak ketiga yang dipilih untuk tujuan mengembangkan layanan kami kepada klien atau yang menurut kami menarik bagi klien);

2.5 penilaian kredit dan pemeriksaan latar belakang klien lainnya dimana 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.

<u>Collection and Disclosure</u>

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

MARSH menetapkan diperlukan atau dibutuhkan;

2.6 pencatatan internal MARSH;

2.7 penagihan pembayaran terhutang dari klien;

2.8 pencegahan kejahatan (termasuk namun tidak terbatas pada kecurangan, pencucian uang, penyuapan);

2.9 memenuhi persyaratan hukum atau peraturan yang berkaitan dengan penyediaan layanan dan produk MARSH dan untuk membuat pengungkapan sesuai dengan persyaratan hukum, peraturan, arahan, perintah pengadilan, undang-undang, pedoman, surat edaran, kode etik yang berlaku untuk MARSH atau afiliasinya; dan

2.10 tujuan tambahan atau berhubungan dengan hal-hal di atas (termasuk namun tidak terbatas pada penelitian, benchmarking dan analisis statistik).

3. MARSH dapat memberikan atau mengungkapkan Informasi Pribadi ini kepada Afiliasinya untuk tujuan yang disebutkan dalam ayat 2 di atas.

<u>Pengumpulan dan Pengungkapan</u>

4. Informasi Pribadi yang diberikan kepada MARSH pada umumnya akan dirahasiakan tetapi Anda dengan ini menyetujui dan memberikan wewenang kepada MARSH untuk mengumpulkan, memberikan atau mengungkapkan Informasi Pribadi Anda untuk tujuan yang disebutkan dalam paragraf 2 di atas dari atau kepada:

4.1 siapa pun yang diizinkan atau diwajibkan oleh MARSH di bawah undang-undang atau sebagai 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.

tanggapan terhadap instansi yang berwenang atau instansi pemerintah;

4.2 pihak terkait yang mengatur asuransi atau memberikan layanan klaim atau layanan administrasi atau layanan kesehatan seperti perusahaan asuransi, organisasi perawatan kesehatan, agen dan penyedia layanan (termasuk namun tidak terbatas pada konsultan, riset pasar dan perusahaan penjaminan mutu);

4.3 Afiliasi Marsh;

4.4 instansi pemerintah dan pengawas industri;

4.5 Auditor MARSH, akuntan, pengacara atau penasihat keuangan atau profesional lainnya; dan

4.6 sub-kontraktor atau layanan pihak ketiga atau penyedia produk seperti MARSH dapat menentukan diperlukan atau sesuai, sesuai dengan paragraf 2 dan paragraf 7.

4.7 orang yang mungkin Anda instruksikan atau perlukan.

5. Anda selanjutnya menyetujui untuk memberikan, kepada atasan, perusahaan asuransi, organisasi perawatan kesehatan, agen dan / atau penyedia layanan atau pihak ketiga Anda untuk memberikan kepada MARSH Informasi Pribadi Anda untuk tujuan yang ditetapkan dalam paragraf 2 atas.

6. Kegagalan untuk memberikan informasi pribadi tersebut dapat menyebabkan MARSH tidak dapat menyediakan klien dan Anda dengan layanan dan / atau produk yang diminta.

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

Pengamanan

7. MARSH mengkonfirmasikan bahwa MARSH telah menerapkan prosedur dan prosedur pengamanan dan keamanan yang sesuai dengan peraturan perundang-undangan yang berlaku untuk mencegah pemrosesan Informasi Pribadi Anda secara tidak sah atau melanggar hukum dan menyebabkan hilangnya atau penghancuran atau kerusakan Informasi Pribadi Anda secara tidak sah.

Transfer Data

8. Dimana MARSH menganggap perlu atau sesuai untuk keperluan penyimpanan data atau pemrosesan atau penyediaan layanan atau produk atas nama kami kepada Anda, kami dapat mentransfer Informasi Pribadi Anda ke penyedia layanan atau pihak ketiga atau di luar perusahaan atau di luar negara tersebut. di mana MARSH terbentuk, dalam kondisi kerahasiaan dan tingkat keamanan yang setara.

Hak Anda untuk Akses dan Koreksi

9. Anda memiliki hak untuk meminta akses dan koreksi informasi tentang Anda yang dipegang oleh MARSH dan Anda dapat:

    9.1 memeriksa apakah MARSH memegang atau menggunakan Informasi Pribadi Anda dan meminta akses ke data tersebut;

    9.2 meminta agar MARSH memperbaiki Informasi Pribadi Anda yang tidak akurat, tidak lengkap atau tidak lengkap;

    9.3 meminta agar MARSH menentukan atau menjelaskan kebijakan dan prosedurnya sehubungan dengan penanganan data dan jenis Informasi Pribadi yang ditangani MARSH; dan

    9.4 berkomunikasi dengan MARSH mengenai keberatan Anda atas

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 privacy@mmc.com

penggunaan Informasi Pribadi Anda untuk tujuan pemasaran dimana MARSH tidak diperbolehkan untuk menggunakan Informasi Pribadi Anda untuk tujuan ini; dan

9.5 menarik, secara penuh atau sebagian, persetujuan Anda diberikan sebelumnya,

dalam setiap kondisi tunduk pada pembatasan hukum, kondisi kontrak, kebijakan / kebijakan internal yang wajar, jangka waktu yang wajar (sesuai dengan undang-undang yang berlaku) serta, dalam kasus permintaan akses, pengenaan biaya yang masuk akal (jika diizinkan sesuai hukum dan MARSH dapat menginformasikan kepada Anda secara tertulis setelah menerima permintaan Anda).

10. Permintaan tertulis untuk akses terhadap Informasi Pribadi atau koreksi dan / atau penghapusan Informasi Pribadi atau untuk informasi mengenai kebijakan dan prosedur dan jenis Informasi Pribadi yang ditangani oleh MARSH dapat dikirim ke privacy@mmc.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.

Saya telah membaca dan memahami syarat dan ketentuan yang tercantum dalam Pernyataan Pengumpulan Informasi Pribadi dan menyetujui pengumpulan, penggunaan, pengalihan dan penginstalan Informasi Pribadi saya sesuai dengan ketentuan dalam Pernyataan Pengumpulan Informasi Pribadi ini.

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Name of Client Company:

Name of Employee:

Date:

PT Marsh Insurance Brokers Indonesia
World Trade Centre 3, 16th Floor
Jl Jend Sudirman Kav 29-31
Jakarta 12920, Indonesia
www.marsh.com/id