

CYBER LIABILITY INSURANCE APPLICATION FORM DESIGNED EXCLUSIVELY FOR LAWYERS WHO MAINTAIN PROFESSIONAL INDEMNITY INSURANCE WITH LPLC

IMPORTANT

Claims made and notified coverages

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by your policy.

If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

Notification of facts that might give rise to a claim

Section 40(3) of the Insurance Contracts Act 1984 (Cth) ("ICA") only applies to the claims made and notified coverages available under your policy.

Pursuant to Section 40(3) of the ICA, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by your policy expires, then we are not relieved of liability under your policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by your policy.

Completing this proposal form

- Insurers require information from you to decide whether to accept the risk of insurance and, if so on what terms. This information is compiled by means of completing a Proposal Form.
- Please read the enclosed Important Notices before completing this Proposal Form.
- Please answer all questions giving full and complete answers. It is important that all information is clear, factual and no information that could affect insurance terms is withheld.
- Where there is insufficient space to answer a question please answer on an attached separate sheet.
- Blanks and/or dashes, or answers 'known to insurers or brokers' or 'N/A' are unacceptable and may delay placement of your insurance.
- Upon completion, please print, sign and date the form before sending back to Marsh.
- If you have any doubts about completing this Proposal Form, please contact Marsh.
- **The rates in this form are indications for businesses with less than \$25,000,000 in revenue. Should your business revenue be above this, please do not complete this form and contact Marsh to discuss further options.**

A) COMPANY INFORMATION

Named Insured:	
Address:	
ABN:	
Year Established:	
Number of Employees:	
Website:	
Industry:	
Business Description:	

A) COMPANY INFORMATION – continued

Total Revenue:									
Percentage of revenue generated from the US:									
Please detail the approximate percentage of your revenue applicable to each State, Territory and Overseas:									
NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/S	
%	%	%	%	%	%	%	%	%	%

B) UNDERWRITING QUESTIONS

1. Do you currently or potentially operate in any of the following?

- | | |
|---|---|
| <input type="checkbox"/> Accreditation Services | <input type="checkbox"/> Government, Local or Regional authority |
| <input type="checkbox"/> Adult Content | <input type="checkbox"/> Manufacturer of Life Safety Products or Services |
| <input type="checkbox"/> Credit Bureau | <input type="checkbox"/> Payment Processing or Trading Exchanges |
| <input type="checkbox"/> Cryptocurrency Exchange or Distributed Ledger Technology | <input type="checkbox"/> Peer to Peer File Sharing Provider |
| <input type="checkbox"/> Cybersecurity Product or Services | <input type="checkbox"/> Digital Surveillance |
| <input type="checkbox"/> Data Aggregation / Brokerage / Warehousing | <input type="checkbox"/> Third Party Claims Administration |
| <input type="checkbox"/> Gambling Service Provider | <input type="checkbox"/> IT Managed Service Provider |
| <input type="checkbox"/> Social Media Platform (excludes Named Insured own use of Social Media Platforms) | <input type="checkbox"/> None of these |

2. Within the last 3 years, have you had any Cyber Incidents, Data Breaches, Privacy Complaints or become aware of any matter that could lead to a claim under a Cyber insurance Policy? Yes No

If Yes, please provide additional details, including incurred loss and outstanding reserve and controls implemented to mitigate future claims

3. Does the possible maximum number of people you would be required to notify in case of a breach of Personally Identifiable Information (PII) exceed 500,000? Yes No

4. To the best of your knowledge, do you comply with all relevant Privacy Laws and Regulations in the jurisdictions in which you operate? Yes No

5. Is the Insured a subsidiary, franchisee, or smaller entity of a larger/Parent Organisation? If Yes, please provide additional details, including information about any Network interconnectivity and/or Segmentation with the Parent Organisation, and confirm that the Insured is not currently insured under their Cyber Insurance Policy Yes No

6. Has the Applicant's Cyber or Technology insurance submission previously been declined by Chubb, or is Chubb currently the insurer for either policy? If Yes, please provide additional details, including the Policy Number if Chubb's is currently the insurer: Yes No

7. Your Corporate Network and email cannot be accessed remotely or where remote access to your Corporate Network and email are required Multi-Factor Authentication is used? Yes No

8. Are your backups for business/mission critical systems backed-up at least weekly and are they stored offline? Yes No

9. Do you have a security tool protecting computers and handheld devices (for example -Anti-Virus Software, Anti-malware, Endpoint Detection and Response)? Yes No

10. Do you have an email security solution in place (for example – Password Management, Sandbox, Spam Filters, Encryption, Security Tools)? Yes No

B) UNDERWRITING QUESTIONS – *continued*

11. Please provide contact details of the client’s Chief Information Security Officer or other staff member who is responsible for data and network security:

Role/Title:	
First Name:	
Last Name:	
Email Address:	
Phone Number:	

C) OPTIONAL COVERAGE EXTENSION – Social Engineering Fraud

1. Include cover for Social Engineering Fraud? (sub-limit \$50,000), If no, please go to Section D.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you currently purchase or intend to purchase any Social Engineering Fraud coverage through Chubb or another carrier under a separate policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you confirm all changes to vendor/supplier details (including routing numbers, account numbers, telephone numbers, and contact information) by a direct call using only the contract number previously provided by the vendor/supplier before the request was received?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you require that all outgoing payments or funds transfers be subject to segregations of duties between initiation and authorisation, such that no one individual can control the entire process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Do you require that all outgoing payments or funds transfers be subject to dual authorisation by at least one supervisor after being initiated by a third employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No

D) COVER REQUESTED

Limit of Indemnity (aggregate):	\$
<p>Upon receipt of a completed Application Form, Marsh will obtain a formal quotation from the insurer for your consideration. Please note that completion of this form in no way constitutes provision of insurance coverage until such time as a formal quotation has been provided and you have accepted such quotation.</p>	

E) DECLARATION

PLEASE NOTE: SIGNING THE DECLARATION DOES NOT BIND THE PROPOSER NOR THE INSURER TO COMPLETE THIS INSURANCE.

The undersigned authorised officers of the named Insured declare that to the best of their knowledge and belief the statements made in this proposal and in all attachments and schedules to this proposal are true and are true and notice will be given as soon as practicable should any of the above information change between the date of this proposal and the proposed date of inception of the insurance. Although the signing of the proposal does not bind the undersigned, on behalf of the Named Insured, to effect insurance, the undersigned agree that this proposal and all attachments and schedules to this proposal and the said statements in this proposal shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Named Insured and all of its subsidiaries, acknowledge that the Statutory Notice contained in this proposal has been read and understood.

Name of Director, Officer or Risk Manager:	
Signature:	
Date:	

ONCE COMPLETED, PLEASE RETURN THIS FORM TO cyberviclegalpractitioners@marsh.com

F) GLOSSARY OF DEFINED TERMS

Endpoint Detection and Response (EDR) – is a solution which records and stores endpoint-system-level behaviors, uses various data analytics techniques to detect suspicious system behavior, provide contextual information, block malicious activity, and provides remediation suggestions to restore affected systems.

Multi-Factor Authentication (MFA) – MFA is an electronic authentication method used to ensure only authorised individuals have access to specific systems or data. A user is required to present two or more factors – these factors being 1) something you know, 2) something you have, or 3) something you are. Something you know may include your password or a pin code. Something you have may include a physical device such as a laptop, mobile device that generates a unique code or receives a voice call or a text message, a security token (USB stick or hardware token), or a unique certificate or token on another device. Something you are may include biometric identifiers.

- Note that the following are not considered secure second factors: a shared secret key, an IP or MAC address, a VPN, a monthly reauthentication procedure, or VOIP authentication.

Personally Identifiable Information (PII) – means any data that can be used to identify a specific individual. This may include health or medical records of employees or customers, government issued identification numbers, login usernames, email addresses, credit card numbers, biometric information, and other related personal information.

Sandbox – means a secure, isolated environment for running potentially malicious software or files.

Spam Filters – means a program used to detect unsolicited, unwanted and virus-infected emails and prevent those messages from getting to a user's inbox.

Security Tool – means any tools designed to protect your email from malware and hackers, which could include anti-malware software and anti-phishing products.

IMPORTANT NOTICES

BEFORE INSTRUCTING US TO ARRANGE YOUR INSURANCE, PLEASE READ THESE NOTICES AND CONTACT US IMMEDIATELY IF YOU HAVE ANY QUESTIONS OR NEED TO MAKE A DECLARATION.

THESE IMPORTANT NOTICES DETAIL:

- YOUR RIGHTS AND OBLIGATIONS WHEN ENTERING INTO CONTRACTS OF GENERAL INSURANCE
- WHO TO CONTACT AT MARSH SHOULD YOU HAVE PROBLEMS WITH ANY OF OUR SERVICES
- HOW WE MANAGE YOUR PERSONAL AND PRIVATE INFORMATION

YOUR DUTY OF DISCLOSURE – CONTRACTS OF GENERAL INSURANCE SUBJECT TO THE INSURANCE CONTRACTS ACT

Before you enter into an insurance contract, you have a duty to tell the insurer anything you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- Reduces the risk they insure you for; or
- Is common knowledge; or
- They know or should know as an insurer; or
- They waive your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer anything you are required to, they may cancel your contract or reduce the amount they pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

DISCLOSURE – SUBSIDIARY & ASSOCIATED COMPANIES

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

UTMOST GOOD FAITH

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

ESSENTIAL READING OF POLICY WORDING

We will provide you with a full copy of your policy as soon as it is received from the insurer.

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

CHANGE OF RISK OR CIRCUMSTANCE

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- Mergers or acquisitions
- Changes in occupation or location,

SUBROGATION

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh.

TRADE SANCTIONS

Marsh is unable to provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

PRIVACY NOTICE

Marsh Pty Ltd (ABN 86 004 651 512 AFSL number 238 983) and our associated entities value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy at www.marsh.com.au. Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services such as arranging insurance policies and advising on insurance options, reinsurance, managing claims or consulting on other risks for our clients and those of our associated entities, insurers and other insurance intermediaries we (and our authorised agents) may collect or disclose your personal information from or to other persons, which include:

A person authorised by you;

- A third party such as your employer;
- Our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- Insurers, reinsurers; other insurance intermediaries and premium funders;
- Persons involved in claims such as solicitors, assessors, repairers, builders, investigators, your employer or medical practitioners and rehabilitation providers; or
- Government bodies, regulators, the Financial Ombudsman Service, law enforcement agencies and any other parties where required or authorised by law.

Marsh may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose.

When you give Marsh personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product. Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom, and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By continuing to engage us, you confirm that you have read this Notice and the Marsh Privacy Policy available on our website and you authorise and consent to Marsh collecting, holding, using and disclosing any personal information related to your

application for insurance in accordance with those terms, including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are outlined in the Privacy Policy and Notices). If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.

If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact our Privacy Officer by:

Email – privacy.australia@marsh.com

Phone – 02(8864 7688)

Post – PO Box H176, Australia Square NSW 1215

CLAIMS MADE DURING THE PERIOD OF INSURANCE

This policy provides cover on a "claims made" basis. This means that claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

RETROSPECTIVE COVER

Some policies do not provide cover in respect of claims arising out of acts committed prior to any "Retroactive Date" specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

EVENTS OCCURRING PRIOR TO COMMENCEMENT

Some policies provide cover on an "occurrence" basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

NOT A RENEWABLE CONTRACT

Some policies terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

MARSH PTY LTD

ABN 86 004 651 512 | AFSL No. 238983

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Marsh Pty Ltd (ABN 86 004 651 512, AFSL 238983)("Marsh") arrange the insurance and are not the insurer. 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. Marsh makes no representation or warranty concerning the application of policy wordings or the financial condition or solvency of insurers or re-insurers. Marsh makes no assurances regarding the availability, cost, or terms of insurance coverage. If this communication contains personal information we expect you to treat that information in accordance with the Australian Privacy Act 1988 (Cth) or equivalent. You must advise us if you cannot comply. LCPA 24/120