



Willis Towers Watson (Ireland) Limited

General Terms of Business Agreement for our Health & Benefits clients

December 2022

Scope and Application

The purpose of this document is to describe our professional relationship and the services we will provide to you (except for services, if any, which we are providing under the terms of a separate written agreement executed by you and us).

Your direction to bind coverage and/or your payment related to your product placement will be deemed your signed, written agreement to be bound by the provisions of this document.

In this document "**Willis Towers Watson**", "**we**", "**us**" and "**our**" means **Willis Towers Watson (Ireland) Limited**. Also, insurance includes reinsurance and insurers include re-insurers. The scope of our services for each project (the "statement of work") will be agreed by you and us in written communications and shall, unless provided otherwise, incorporate these terms.

You should read this document carefully for as well as setting out the terms of our relationship it contains details of our regulatory and statutory responsibilities.

We particularly draw your attention to the following sections:

- Your Responsibilities;
- Remuneration
- Client Money Disclosures;
- Conflicts of Interest; and
- Complaints.

This document takes effect from 1 December 2022 or whenever it is received (whichever is the later) and supersedes any terms of business agreement that may have been previously sent to you by us.

You should contact us if there is anything in this document which you do not understand or with which you disagree.

Introduction and status Disclosure

Willis Towers Watson (Ireland) Limited, trading as Willis Towers Watson ultimate parent is Willis Towers Watson PLC, a company incorporated in the Republic of Ireland and listed on NASDAQ. In this document, Willis Towers Watson PLC, its subsidiary and joint venture companies are each referred to as a "Willis Towers Watson Company" and collectively as "Willis Towers Watson Companies" Willis Towers Watson (Ireland) Limited, trades in the Republic of Ireland from offices located in Dublin, Cork, Galway and Limerick.

We are authorised and regulated by the Central Bank of Ireland (Registration Number: C40774) and are subject to the provisions of the Central Bank of Ireland Consumer Protection Code 2015 ("CPC"), Minimum Competency Code ("MCC") and Fitness and Probity regime, which offers protection to consumers. A copy of these regulations can be found on the Central Bank's website www.centralbank.ie.

We are also registered with the Central Bank of Ireland under the European Union (Insurance Distribution) Regulations 2018. The Register is available for public examination on the Central Bank of Ireland's website. We are members of the Irish Brokers Association (IBA).

We offer transactional and/or advisory services for your health and benefits requirements over a wide range of products. We are committed to acting in your best interests at all times in providing services to you. As a Health & Benefits practice, we normally act for you and we recommend and arrange insurance and/or ancillary benefits with one or more insurers and recommend one or more from a limited range, according to the nature of the product required. We will act and advise in accordance with your objectives, which will be established before advice is given, or arrange transactions according to your instructions. Once we have arranged insurance and/or ancillary benefits for you we may not always provide

you with ongoing advice unless requested, at which time we will be glad to do so.

We are independent and are not tied to one insurance company or supplier, therefore we are able to survey the market in order to find the most suitable arrangement for you. We shall provide the services in a professional manner with reasonable skill and care. We will assign to the project team members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavours to meet any timetable that we may agree with you.

The work product we deliver to you in connection with the performance of the services will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Core Services Provided

Negotiation and Placing

We will discuss with you or your representatives your insurance and/or ancillary benefit requirements, including the scope of cover sought, limits to be sought and cost. Upon receipt of your instructions, whether written or oral, we will endeavour to satisfy your requirements. We will provide you with information about the insurance and/or ancillary benefits cover we recommend to you to enable you to decide whether to accept the cover available. As your Health & Benefits adviser we will answer any questions you may have on the proposed cover, its benefits, restrictions, exclusions and conditions. You will be responsible for reviewing information on the benefits recommended to you. If the

indication of benefits and terms does not accord with your instructions you should advise us immediately. Should you require details of all the market research and quotations we recommend, these can be provided on request. We shall automatically provide you with details of all of the insurer quotations we recommend.

During the course of the placement of your benefits we will endeavour to keep you informed of the progress of our negotiations and identify any inability to obtain the coverage sought by you. We will use reasonable endeavours to implement your benefits programme, subject to available insurers or suppliers before the intended date of inception, renewal or extension of cover (whichever is appropriate).

You are responsible for reviewing the documentation we send you regarding your insurance/benefits with insurers or suppliers to ensure that they are in accordance with your instructions. If you have any questions about the coverage, limits or other terms and conditions, or concerns that we have not implemented your instructions correctly, please contact us immediately.

Further, you should review the premium payment terms we advise you. All premium payment terms must be met on time or your insurers or suppliers may have the right to effect a notice of cancellation for non-payment of premium. We shall also advise of any charges additional to the insurance premium.

We will forward any contract documents, if applicable, and any amendments or endorsements to your contract as soon as reasonably practicable.

Providers

We assess the financial soundness of the proposed providers we recommend for your requirements using public information including that produced by recognised rating agencies. However, we will not in any circumstances act as a provider nor will we guarantee or otherwise warrant the

solvency of any provider. As a consequence the suitability of any provider rests with you and we will discuss with you any concerns you may have.

Electronic Trading Facilities

For some markets and some types of risk, electronic trading facilities are available for both the placing and administration (including claims handling, to the extent applicable) of cover placed on your behalf. Generally speaking, for us to use such facilities, we are obliged to agree the terms and conditions required by the electronic facility provider, as are all users of the system. Agreement by us of such terms will also bind any client on whose behalf we are acting when using such a facility. It is sometimes the case that such terms and conditions alter the usual legal position as to ownership and permitted usage of information and documents submitted to or generated by the facility. Please speak to your Willis Towers Watson contact for further information as to whether any such electronic facilities are used on your behalf in placing or administering your business.

Marketing

In the course of marketing your health & benefits programme with insurers or suppliers we will negotiate the pricing, terms and conditions for coverage available in the marketplace that best meets your requirements.

We will advise you how we consider your health & benefits programme should be marketed, including identifying those insurers or suppliers most appropriate to meet your needs. We will also evaluate the alternative insurer(s) or supplier(s) suggested and together we will determine how the selected markets will be approached and agree a marketing plan. Our general methodology with each insurer or supplier we approach will be to share equally with them all material information provided to us about the risk(s) to be insured or benefit to be supplied.

However, unless otherwise instructed by you, we will approach the incumbent market(s) to review and quote coverage and may communicate to the insurer(s) or the supplier(s) targeted pricing, terms and conditions and service commitment requirements.

If you prefer we deviate from any of the above, we will need you to instruct us in writing.

Claims

This paragraph "Claims" is only applicable in circumstances where we have specifically agreed with you that we will provide claims handling services.

Where we have agreed to provide those services, we shall provide them for the period of our appointment. These services can be continued beyond that point by mutual agreement but will be subject to additional remuneration. Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers, the communication of reports and correspondence in connection with the claim between appropriate parties, and arranging the collection and/or settlement of the claim in accordance with market practice and the terms and conditions of your contract. Our claims handling services will not be provided in the event that claims are to be dealt with by you with insurers directly.

Additional Services

If requested, available and appropriate, we may agree to provide you with a number of additional services which fall outside our core service provision. Such services may be subject to the agreement of additional remuneration.

Electronic Communications

We may communicate with each other, and with other parties with whom we need to communicate in order to provide services to you, by electronic mail, sometimes attaching further electronic data. By engaging in 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 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 messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and the Willis Towers Watson system shall be deemed the definitive record of electronic communications and documentation.

You should also be aware that Willis Towers Watson's systems security devices block certain file extensions, including but not limited to: .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, and .mpg. Emails attaching such files will not get through to us and no message will be sent to tell you they have been blocked.

Encryption

Willis Towers Watson has certain legal and contractual obligations to protect data. In some cases, companies ask us to encrypt sensitive information; in some cases the law requires it. As we have certain legal and contractual obligations to uphold this may mandate that we use encryption. You therefore may receive encrypted email from us from time to time.

Remuneration

Our remuneration for the services we provide you will be either brokerage, which is a percentage of the insurance or ancillary benefit premium paid by you and allowed to us by the insurer or supplier with whom your contract is placed, or a fee as agreed with you. If appropriate, and with your consent, we may receive a fee and brokerage.

Fees

Unless otherwise specified, our fees will be calculated by reference to any agreed assumptions, the time spent on, the importance, complexity and urgency of each project. Any fees or rates quoted or estimated are exclusive of any applicable sales, or similar taxes. Expenses are charged in addition. We also charge a technical and administrative fee of 7% of the consulting fees and an administrative fee of 5% of any vendor charges other than travel, unless arrangements are made in advance for charges to be invoiced to and paid by you directly.

Brokerage

Brokerage is ordinarily earned for the period of the contract and fees are ordinarily earned for the period of our engagement – unless otherwise agreed with you, and to the extent allowed under our arrangement with the relevant insurer or supplier, we will retain: (a) all brokerage in respect of the full period of the contract in relation to contracts placed by us; and (b) all fees in respect of the full period of our engagement.

Subject to the preceding paragraph, where we receive commission allowed to us by the insurer or supplier with whom your contract is placed, the insurer or supplier may pay us commission on the condition that it will be entitled to take back some or all of the commission if the contract placed for you is cancelled, surrendered or amended within a given period. This is known as clawback. In such circumstances, you agree to pay to us a sum equal to the sum clawed back from us by the insurer or supplier. We will invoice you for this sum together with details of the date of cancellation, surrender or amendment of the relevant contract.

The cost of advising you and arranging any insurance or ancillary benefits is always specified in advance and we shall disclose the rate of the commissions we will earn before the contract commences. We cannot accept cheques or other forms of payment addressed to ourselves unless in settlement

of our charges or disbursements for which we have invoiced you.

Unless otherwise agreed, we will submit invoices for the services provided and expenses incurred on a monthly basis. Invoices are payable within 30 days of receipt. In the event that invoices are not paid within that time, we shall be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law.

Placement Specific Market-Derived Income

We or other Willis Towers Watson Companies have contracts with various insurers under which we provide certain services, such as those under binding authorities, managing general agency and lineslip arrangements (for example, providing statements of the business accepted and the issuance of certificates of insurance cover).

We may also enter into service agreements with certain insurers in order to assist the development of insurance products for our clients.

Under these arrangements we may be paid by the insurers for the services we provide to them in addition to any fees or commissions we may receive from you for placing your insurance cover.

Contingent Compensation

We may accept certain forms of contingent compensation in locations where they are legally permissible, and meet standards and controls to address conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price you pay for your policies is not affected whether we accept contingent payments or not. If you prefer that we do not accept contingent compensation related to your account, we will request that your insurers exclude your business from their contingent payment calculations.

Limitation of liability

Willis Towers Watson's and/or its affiliates' aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the services provided hereunder shall be limited as follows:

- (i) in respect of personal injury or death caused by Willis Towers Watson's negligence, no limit shall apply;
- (ii) in respect of a 'Consumer' (as defined in the Central Bank of Ireland's Consumer Protection Code), no limit shall apply;
- (iii) in respect of any fraudulent acts (including theft or conversion) or wilful default by Willis Towers Watson, no limit shall apply;
- (iv) in respect of other claims, the total aggregate liability of Willis Towers Watson shall not exceed in aggregate the greater of the sum of €2,000,000 (two million Euros) or five times remuneration received pursuant to this Agreement in the year of the event; and
- (v) subject to clauses (i) and (iii) above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any indirect or consequential loss, Willis Towers Watson will have no liability in any circumstances.

Your direction to bind coverage and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this section.

You shall not bring any claim against any Willis Towers Watson Company except Willis Towers Watson (Ireland) Limited in respect of this Agreement or the services provided hereunder. This restriction shall not operate to limit or exclude such liability

as would fall to Willis Towers Watson (Ireland) Limited at law for the acts or omissions of any Willis Towers Watson company in delivering services under this Agreement.

Your Responsibilities

Proposal forms

For certain classes of insurance or other financial planning business you may be required to complete a proposal form or similar document. We will provide guidance, but we are not able to complete the document for you.

Disclosure of information

Our objective is to obtain the best product we can identify in order to meet your needs. In order to make our business relationship work, you must provide complete and accurate information and instructions in a timely manner, so that we can assist you fully. Where you ask us to arrange insurance or ancillary benefits wholly or mainly for your own business (i.e. any insurance other than 'consumer insurance'), you are under a duty to make disclosure of all material circumstances and to make that disclosure in a manner that would be reasonably clear and accessible to a prudent insurer/supplier. This duty applies equally at placement, renewal, alterations and where the contract conditions so stipulate. A factor or circumstance is "material" if it would influence the judgment of a prudent insurer in deciding whether or not to underwrite the risk and if so, at what premium and on what terms. Failure to discharge this duty may allow insurers to avoid the policy (i.e. treat it as if it had never existed) or amend the terms that apply which may lead to a claim being refused or a reduction in the amount paid in the event of a claim. Even where you purchase (or propose to purchase) 'consumer insurance' where this duty does not apply, you are still legally obliged to take reasonable care not to make any misrepresentation to the insurer. We will not be responsible for any consequences which may arise from any delayed, inaccurate or

incomplete information, or any misrepresentation made by you (or your employees or their dependants).

Please discuss with us if you have any doubts about what is material or have any concerns that we may not have material information, or have any doubt about what the applicable duty of disclosure is. We will work on the assumption that you have full authority to supply us with all such information in the manner and for the purposes contemplated by this agreement, but you should advise us immediately if this is not the case.

Choice of providers

If you have any concerns with any providers chosen for your requirements you must advise us as soon as possible.

Your Contract

Although we will check the contract documents we send you, you are responsible for reviewing your contract to ensure that it accurately reflects your requirements, conditions, limits and other terms. Particular attention should be paid to any contract conditions, warranties and the claims notification provisions as failure to comply may invalidate your coverage. If there are any discrepancies you should consult us immediately.

Claims

It is generally the case that claims may become unenforceable by way of legal proceedings (or in some jurisdictions, completely extinguished) if they are not pursued by legal proceedings commenced within the relevant limitation period applying to your claim in the jurisdiction in question. As we are not lawyers, we do not advise on the legal implications of failure to collect and we will not commence legal proceedings or enter into standstill/tolling agreements in order to suspend the application of relevant limitation periods on your behalf. On these issues we recommend you take your own legal advice. It therefore remains your responsibility to monitor the position on limitation periods applying to your claims and to commence

legal proceedings in relation to your claims where this is necessary.

Therefore, please carefully consider any claims reporting instructions we provide to you because failure to report a claim in a proper and timely manner may jeopardise coverage of the claim. In addition, you should retain copies of all contracts and coverage documents as well as claims reporting instructions, as you may need to report claims after the termination of a policy, perhaps long after its expiry date. It is important, therefore, that you keep your contract documents in a safe place.

Change in Circumstances

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 contract.

Provision of information and Intellectual Property

“Intellectual Property” – shall mean any data, patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, metatag, know-how, methodologies, concepts, technique, report, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world.

The ownership of the Intellectual Property of you or us (where created before the date of this Agreement) is unchanged by this Agreement.

Whilst you shall retain ownership of all physical insurance contract or service documents, slips and any other documents created by us in the performance of the Services (‘Placing Documents’), ownership of all Intellectual Property in any Placing Documents shall vest and remain with us. We hereby grant you a non-exclusive, perpetual, royalty-free licence to use and reproduce the Placing Documents for your own internal business purposes.

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.

You shall not refer to us or include any of our work product or any summaries or extracts thereof in any shareholder communication or in any offering document or memorandum, prospectus or other offering materials (or fairness opinion provided by your professional advisers) prepared in connection with any offer, solicitation, promotion or invitation for the sale or purchase of, or an invitation, solicitation or promotion of any offer to acquire securities, whether public or private, unless otherwise agreed in writing

Payment of premium

You will provide settlement with cleared funds of all monies due in accordance with the payment date(s) specified in our debit note or other relevant payment documentation (“**Payment Date**”). Failure to meet the Payment Date may lead to insurers cancelling your contract, particularly where payment is a condition or warranty of a contract. It is imperative that you meet all payment dates. We are under no obligation to pay premium to insurers on your behalf.

Data Protection and Confidentiality

Where this section uses a term which is defined in the General Data Protection Regulation (Regulation (EU) 2016/679) (“Regulation”), then the definition set out in the Regulation shall apply.

We will at all times treat all confidential information we hold about you as private and confidential and protect it in the same way we would protect our own confidential information and use that information in ways contemplated in this Agreement. For the avoidance of doubt, where you have not

appointed us as your Health and Benefits Adviser, but in contemplation of such a possible appointment you pass to us information which is proprietary and/or confidential to you, the provisions of this section shall apply as regards such information.

We will not disclose any confidential information we hold about you to others without your prior consent except:

- (vi) to the extent we are required to do so by law or where requested or required to do so by a regulator;
- (vii) to insurers, suppliers, surveyors, loss adjusters, IT service providers, administrative support service providers, and other like persons to the extent necessary to provide our services to you in a timely manner;
- (viii) to loss assessors, lawyers, employee benefits management systems providers, and other like persons to the extent necessary to enable such third party to provide information or services you have requested;
- (ix) to premium finance companies to the extent necessary to enable them to provide you with greater choice in making premium payments;
- (x) to other Willis Towers Watson Companies to the extent necessary to facilitate the effective management, administration and/or operation of our services.

By way of exception to the foregoing, you agree that we may:

- (i) use any information you provide to us to create anonymised industry or sector-wide statistics which may be shared with third parties, on the condition that unless we have obtained your consent,

information specific to you will not be revealed other than on an anonymised basis;

- (ii) share information concerning your insurance or ancillary benefit arrangement with insurers or suppliers where this is necessary to enable insurers or suppliers to decide whether to participate in any arrangement made by Willis Towers Watson whereby participating insurers or suppliers agree to automatically insure (wholly or partly) a portfolio of risks without making underwriting decisions on a case by case basis for individual risks within such portfolio.

You agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.

If you provide us with any information which constitutes 'personal data' (including any 'sensitive personal data'), we will treat such information at all times in accordance with applicable data protection legislation, in the manner described in our privacy notice (which is available upon request or may be accessed online at <http://www.willistowerswatson.com> and you agree that we and other Willis Towers Watson Companies may hold and process such information:

- (i) in order to provide our services to you
- (ii) to facilitate the effective management, development or operation of the Willis Towers Watson Companies; to comply with applicable laws, prevent and detect fraud, and cooperate with regulators where appropriate, as outlined in the Willis Towers Watson Privacy Notice.

You will ensure that all personal data (and sensitive personal data) has been collected

and provided to us in compliance with the Regulation and all other applicable laws and, where required by law, you will obtain data subjects' consent prior to providing such data to us. You will notify data subjects of the fact that their personal (including sensitive personal data) will be provided to us and the purposes for which we will use such personal data.

You will ensure that all personal data (including sensitive personal data) provided to us is accurate and, where appropriate, kept up to date, and will notify us if you become aware that such data is inaccurate.

You will provide us with reasonable assistance, upon request, in dealing with any requests, inquiries or complaints that we receive from data subjects and/or supervisory authorities in relation to any personal data (including sensitive personal data) processed under this Agreement.

In certain jurisdictions, we may operate a paperless office system and/or hold documents on your behalf only in electronic or digitised format. In these circumstances, we may operate a policy of destroying any hard copy documents that come into our possession for the purposes of providing our services to you. Where this is the case, you recognise that we may only ever be able to provide to you electronic or digitised versions of any documents that we hold on your behalf. You accept that to the extent that you wish us to destroy or expunge from our systems any electronic or digitised versions of documents held on your behalf, we will not be able to destroy such documents that have become incorporated onto our hard drives or any other system onto which data is stored only for the purposes of disaster recovery.

Ethical Business Practice

We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, rules, regulations and accounting standards. We also shall not take

any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any applicable tax evasion facilitation legislation.

Sanctions

The sanctions profile of different business(es) may differ on the basis of a number of complex factors, which may include, ownership, structure, control, location, the nationality of employees. We are unable in any circumstances to give advice on the applicability of sanctions regimes either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions regimes. As a consequence you are reminded that applicable sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard. You should inform us of any insurance requirements you have which touch upon or are linked to sanctioned territories.

We will comply with all applicable sanctions regimes and legislation (whether currently existing or implemented in the future) and you are advised that where obliged by applicable sanctions legislation we may have to take certain actions which include but may not be limited to the freezing of funds held on behalf of parties and individuals caught under applicable sanctions. We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policy restrictions and constraints.

The applicability of Export Control legislation to certain transactions may differ on the basis of a number of complex factors and our obligations may be different from yours depending on the nature of the insurance, structure of the product and place of incorporation of the insured or geographical cover provided. The nature of risks insured may also have a bearing on our position and the position of other parties within the market. We cannot provide you with legal advice however we advise that

where we are required to make licence applications or notifications or undertake any other activity as a matter of law Willis Towers Watson will comply with applicable law.

Conflicts of Interest

Circumstances may arise where we may find we have a conflict of interest or otherwise have a material interest in or related to a matter in respect of which we are acting. For example, we may be asked to provide services in relation to merger and acquisition project and have been asked to be the appointed adviser to both parties, we may find that the interests of two of the clients for whom we act conflict.

We have conflict management procedures and we seek to avoid conflicts of interest but where a conflict is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

The Health & Benefits market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests; and, if a conflict arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.

Complaints

Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact our Compliance Officer at Willis Towers Watson, Elm Park Business Campus, Merrion Road, Dublin

4. We will advise you of the person dealing with your complaint and we will send you a copy of our complaints procedure. If you are not happy with the response to your complaint and are an eligible complainant you have the right to refer your complaint for adjudication to the Financial Services and

Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Telephone: +353 1 5677000.

Website: <https://www.fspo.ie/about-us>

You are also able to call Willis Towers Watson to comment upon our service. The free phone number allowing you to do so can be found on our website <http://www.wtwco.com>

Termination

Our services may be terminated either by us or you upon the giving of one month's notice in writing to the other or as otherwise agreed. In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage payable (whether or not the same have been received by us) in relation to contracts placed by us.

Amendments

You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised Terms of Business Agreement. Any amendment will apply in respect of any service transaction entered into by us after notice of the amendment is given, and may take effect either immediately or at such later date as the notice may specify. We will however give you at least ten business days' notice of any change.

Entire Agreement

This document and any amendment constitute the entire terms on which we will provide general insurance business with you and no alternative will have effect unless issued or agreed by us in writing.

Criminal Justice (Money Laundering and Terrorist Financing) Act 2010

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the

time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other Willis Towers Watson Companies and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilise the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

Third Party Rights

Unless otherwise agreed between us in writing no term of this Agreement is intended to be enforceable by any third party except by other Willis Towers Watson Companies.

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 the Republic of Ireland and any dispute arising under it shall be subject to the exclusive jurisdiction of the Republic of Ireland courts.

Investor Compensation Act, 1998

We are members of the Investor Compensation Scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and to the payment of certain circumstances of compensation to client firms covered by the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of your loss which is recognised as being

eligible for compensation or €20,000. Further information on the scheme is available from The Central Bank of Ireland.

Date: 01 December 2022

Willis Towers Watson (Ireland) Limited

Willis Towers Watson House, Elm Park, Merrion Road, Dublin 4. D04 P231

Tel: + 353 (0) 661 6211

www.wtwco.com/en-ie

Willis Towers Watson (Ireland) Limited t/a Willis Towers Watson is regulated by the Central Bank of Ireland.

Registered No.402562

Registered Address: Willis Towers Watson House, Elm Park, Merrion Road, Dublin 4, D04 P231

About WTW

At WTW (NASDAQ: WTW), we provide data-driven, insight-led solutions in the areas of people, risk and capital. Leveraging the global view and local expertise of our colleagues serving 140 countries and markets, we help you sharpen your strategy, enhance organisational resilience, motivate your workforce and maximise performance. Working shoulder to shoulder with you, we uncover opportunities for sustainable success — and provide perspective that moves you. Learn more at wttwco.com.