



Towers Watson Limited

General Terms of Business Agreement for our Health & Benefits clients

October 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 insurance placement will be deemed your signed, written agreement to be bound by the provisions of this document.

In this document “**we**”, “**us**”, “**WTW**” and “**our**” means Towers Watson Limited. Also, ‘insurance’ includes ‘reinsurance’ and ‘insurers’ include ‘reinsurers’.

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;
- Our remuneration;
- Conflicts of Interest; and
- Complaints.

This document takes effect from the cover page date 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

We are a leading insurance intermediary and risk management consultancy. We are authorised and regulated by the Financial Conduct Authority (FCA).

Our authorisation (registration number 432886) can be verified by visiting the Financial Services Register which can be found on the website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768 (or +44 20 7066 1000 if you are calling from abroad).

Our ultimate parent is WTW PLC, a company incorporated in the Republic of Ireland and listed on NASDAQ. In this document, WTW PLC, its subsidiary and joint venture companies are each referred to as a “**WTW Company**” and collectively as “**WTW Companies**”.

We offer transactional and/or advisory services for your health and benefits requirements over a wide range of pure protection and general insurance 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 make a personal recommendation of one or more based on a fair assessment of a sector of the market, according to the nature of the product required. Where appropriate to the structure of your Health & Benefits programme and in accordance with your objectives, sometimes we may also act as an agent of insurers in relation to the coverage proposed, or insurers may have outsourced to us certain work related to the administration of your contract. We will disclose to you where we act as agent of insurers or provide services to insurers when providing you with information on the coverage proposed.

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 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.

Financial Conduct Authority (“FCA”) Classification

Where we conduct activities which are regulated by the FCA, we will categorise you as a

professional client. Typically professional clients include investment firms, insurance companies, large corporations and pension fund trustees. You can request that we treat you under a different categorisation if you wish, although acceptance of any request is at our discretion.

If we are asked to provide FCA regulated services, we will provide these from the United Kingdom. Towers Watson Limited operates under FCA regulatory number 432886. The staff who provide services to you under this engagement letter will have the appropriate regulatory approvals.

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.

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.

Financial Soundness

We assess the financial soundness of the proposed insurers or suppliers we recommend for your requirements using public information including that produced by recognised rating

agencies. However, we will not in any circumstances act as an insurer nor will we guarantee or otherwise warrant the solvency of any such company. As a consequence the suitability of any insurer rests with you and we will discuss with you any concerns you may have.

If requested, we will make available to you factual analysis prepared by the WTW Market Security Department in respect of insurers proposed to be used for your requirements. Further, we can consider market security enquiries on an ad hoc basis which may be subject to the agreement of additional remuneration.

We also produce the WTW Quality Index (WQI), an index through which we capture, analyse and score many Insurers based on a wide range of service attributes. We will make available WQI scores relating to your placement to you on request.

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.

For certain Healthcare services we pay claims under a risk transfer agreement. Under a risk transfer agreement, the insurer guarantees security of the funds in the event of any default by WTW.

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).

We will, where practicable, encrypt outgoing electronic mail through the use of opportunistic Transport Layer Security (TLS) and we are able to receive messages sent using TLS. However, if both our and your systems are not configured to

support TLS then electronic mail will be sent unencrypted or may not be delivered.

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 WTW system shall be deemed the definitive record of electronic communications and documentation.

You should also be aware that WTW'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.

Our Charges and Remuneration

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

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. Unless otherwise agreed, we will submit invoices for the Services provided and expenses incurred on a monthly basis. Invoices shall be paid 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% per month or the maximum allowed by law.

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.

Placement - Specific Market- Derived Income

We or other WTW Companies have contracts with various insurers under which we provide certain consultancy services to the carrier, 'market development', 'market research', 'product development' and 'carrier survey' for the H&B market?

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.

Limit of Liability

WTW'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 WTW's negligence, no limit shall apply;
- (ii) in respect of any fraudulent acts (including theft or conversion) or wilful default by WTW, no limit shall apply;
- (iii) in respect of other claims, the total aggregate liability of WTW shall be limited to the greater of the sum of US\$2 million or five times annual fees;
- (iv) subject to clauses (i) and (ii) 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, WTW will have no liability in any circumstances.

You shall not bring any claim against any WTW Company except Towers Watson 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 Towers Watson Limited at law for the acts or omissions of any WTW company in delivering services under this Agreement.

Your Responsibilities

Proposal Forms

For certain classes of insurance 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 insurance and ancillary benefits 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 Insurers

If you have any concerns with any insurers/suppliers chosen for your health & benefit 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 policy.

Provision of Information and Intellectual Property

“**Intellectual Property**” shall mean any data, patent, copyright, database right, moral right, design right, registered design, trademark, service mark, domain name, metatag, knowhow, 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 any debit note or other relevant payment documentation (“Payment Date”). Failure to meet the Payment Date may lead to insurers or suppliers 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 or suppliers 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:

- (i) to the extent we are required to do so by law or where requested or required to do so by a regulator;
- (ii) 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;
- (iii) 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;

- (iv) to premium finance companies to the extent necessary to enable them to provide you with greater choice in making premium payments;
- (v) to other WTW 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 WTW 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 (remuneration WTW receives for administering such arrangements (also known as a “Facility” or “Portfolio Transfer”) is known as Market Derived Income;
- (iii) collect and use your risk, loss, reserve and claims data in the creation, marketing and commercial exploitation of loss databases, analytical or statistical reports, models and tools, (re)insurance and capital market products (any of which may or may not be used in the Services provided to you or in services provide to third parties);
- (iv) use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on

behalf of our insurer clients. Because WTW provides these services on behalf of insurer clients we will receive remuneration from our insurer clients in the ordinary course of placing and servicing such insurance.

You agree that we may use your company name and logo for internal WTW purposes.

If you provide us with, or make available to us, any information which constitutes ‘personal data’ (including any ‘sensitive personal data’), we will treat such information at all times in accordance with any 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.wtwco.com> and you agree that we and other WTW 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 WTW Companies;
- (iii) in any country – including countries outside the European Economic Area, which may not have comparable data protection laws; and
- (iv) to comply with applicable laws, prevent and detect fraud, and cooperate with regulators where appropriate, as outlined in the WTW Privacy Notice may be accessed online at <http://www.wtwco.com>.

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 data (including sensitive personal data) will be provided to us and the purposes for which we will use such data and obtain their explicit consent to us processing such sensitive personal data.

You will ensure that all personal data (including sensitive personal data) provided to us is accurate and, where appropriate, kept up to data, 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.

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. In particular, we comply with the requirements of all applicable anti-slavery legislation. 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 (including, but not limited to, the UK Criminal Finances Act 2017).

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 or suppliers nor can we guarantee or otherwise warrant the position of any insurer/supplier 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 and/or ancillary benefit 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 regimes 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.

In order to comply with applicable sanctions regimes and legislation there are times when we may ask clients to confirm (or reconfirm) their identity. This may include obtaining details of ultimate beneficial owners, controllers (for example members of the board) and subsidiaries, to confirm that you are not listed on any sanctions list. If you become aware that you are owned or controlled by an entity listed on any sanctions list, you should inform us.

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 or ancillary benefit, 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 WTW will comply with applicable law.

Money Laundering and Proceeds of Crime Act

To comply with applicable 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. We will verify through electronic means the information you provide us with regard to your identity (whether individual or corporate) and in certain circumstances we may ask clients to provide additional information to assist us with this verification process. This information may be shared with other WTW 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 United Kingdom regulatory agencies that may use this information.

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 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

Our Complaints Procedure follows the complaints procedure set out by the FCA.

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, Watson House, London Road, Reigate, Surrey, RH2 9PQ. We will advise you of the person dealing with your complaint and we will send you a copy of our complaints procedure.

You are also able to call WTW to comment upon our service. The Freephone number allowing you to do so can be found on our website

www.wtwco.com

If our response to your complaint is not satisfactory to you and are an eligible complainant you have the right to refer your complaint for adjudication to the Financial Ombudsman Services, Exchange Tower, Harbour Exchange Square, London E14 9SR,

Tel: 0800 023 4567, Website:
www.financialombudsman.org.uk.

You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") should we be unable to meet our obligations. Details of the circumstances in which a policyholder can make a claim – and instructions on how to do so – can be found on the FSCS website: www.fscs.org.uk.

Termination

Our services may be terminated either by us or you upon the giving of three months' 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 insurance business with you and no alteration will have effect unless issued or agreed by us in writing.

Third Party Rights

Unless otherwise agreed between us in writing no term of this Agreement is enforceable by any third party except by WTW Companies.

Governing Law

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

Towers Watson Limited
Watson House, London Road, Reigate
Surrey, RH2 9PQ
United Kingdom
Tel: +44 (0)20 3124 6000 Fax:
+44 (0)20 3124 8223
www.willistowerswatson.com
www.wtw-healthandbenefits.co.uk

Towers Watson Limited, Registered number:
05379716 England and Wales

Registered address: Watson House, London
Road, Reigate, Surrey, RH2 9PQ.

Authorised and regulated by the Financial
Conduct Authority