

Participation and order form for Benefits Design Practices (BDP) and/or HR Policies and Practices (HRP) surveys

Subscription conditions and requirements

For participants

- **Participants** submitting complete information in the Benefits Design Practices and/or HR Policies and Practices surveys receive a **Standard subscription** to Benefits Online.
- Participants may purchase Custom subscription for either Benefits Design Practices OR HR Policies and Practices OR for both.
- Custom subscription is available for the location(s) for which your organization submitted data in the last 12 months.
- Data should not be older than 24 months at any time during the Custom subscription term. Should your data be no longer current, access to the survey results will be terminated immediately and fees will not be refunded.

For non-participants

- **Non-participants** are entitled to the Standard subscription only, subject to the applicable fees.

Benefits Online

Delivery

Products will be delivered via our global subscription-based benchmarking platform – Benefits Online. Subscriptions to Benefits Online begin when access is granted for a period of up to 12 months.

Results will only be reported if there is sufficient participation for a given location.

User access

Access to Benefits Online will be granted to the primary contact from your organization. The primary contact must be a permanent (not temporary) employee and is responsible for granting and revoking access to other employees within your organization. The action of granting access is done directly in Benefits Online.

Next steps

Following receipt of this form, we will send an email confirming acceptance and the applicable WTW affiliate that will be supplying the participation instructions, products and invoicing your organization, if applicable.

Confirmation

By submitting this form, you confirm that you are authorized by your organization to submit data and, if applicable, order the product(s) selected. Access to and use of the product(s) are subject to the attached Terms and Conditions.

Primary contact information

Organization name: _____
 Name: _____ Phone: _____
 Title: _____
 Email: _____
 Street address (no P.O. Box): _____

 City/Town: _____
 Province/State: _____ Postal/Zip code: _____
 Country: _____

Custom subscription or non-participant Standard subscription Billing contact information (if different from primary contact)

Your purchase order #: _____ Date: _____
 VAT #: _____
 Organization name: _____
 Name: _____ Phone: _____
 Title: _____
 Email: _____
 Street address (no P.O. Box): _____

 City/Town: _____
 Province/State: _____ Postal/Zip code: _____
 Country: _____

Tax exempt ☐ Yes ☐ No Tax exempt ID: _____
 Please include a copy of your tax exemption certificate with your form.

Product fees are quoted exclusive of all taxes. Taxes will be added to product fees where applicable.

Benefits Design Practices and HR Policies and Practices non-participant products may not be purchased by consulting firms.

Contact our BDS team or your WTW contact

Global Inquiries: bds@wtwco.com

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Fee Schedule

Participants in the Benefits Design Practices (BDP) and/or HR Policies and Practices Surveys (HRP) receive a **Standard** subscription to Benefits Online.

Custom subscription for Participants, where available, can be ordered by location below.

Non-participants may purchase products listed below.

Standard subscription only

Currency = US Dollars	Participants			
	Standard subscription		Custom subscription	
Asia Pacific	BDP	HRP	BDP	HRP
Australia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Bangladesh	<input type="radio"/>	<input type="radio"/>		
Brunei	<input type="radio"/>	<input type="radio"/>		
Cambodia	<input type="radio"/>	<input type="radio"/>		
China	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$800	<input type="radio"/> \$800
Hong Kong SAR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$800	<input type="radio"/> \$800
India	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Indonesia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Japan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Macau SAR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Malaysia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Myanmar	<input type="radio"/>	<input type="radio"/>		
New Zealand	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Philippines	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Singapore	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$800	<input type="radio"/> \$800
South Korea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Sri Lanka	<input type="radio"/>	<input type="radio"/>		
Taiwan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$800	<input type="radio"/> \$800
Thailand	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Vietnam	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600

Non-participants			
Standard subscription			
BDP		HRP	
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$1,200	<input type="radio"/>	\$1,200
<input type="radio"/>	\$1,200	<input type="radio"/>	\$1,200
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$1,200	<input type="radio"/>	\$1,200
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$600	<input type="radio"/>	
<input type="radio"/>	\$1,200	<input type="radio"/>	\$1,200
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$900	<input type="radio"/>	\$900

Participants in the Benefits Design Practices (BDP) and/or HR Policies and Practices Surveys (HRP) receive a **Standard** subscription to Benefits Online.

Custom subscription for Participants, where available, can be ordered by location below.

Non-participants may purchase products listed below.

Standard subscription only

Currency = US Dollars	Participants			
	Standard subscription		Custom subscription	
Central and Eastern Europe	BDP	HRP	BDP	HRP
Azerbaijan	<input type="radio"/>	<input type="radio"/>		
Belarus	<input type="radio"/>	<input type="radio"/>		
Bosnia-Herzegovina	<input type="radio"/>	<input type="radio"/>		
Bulgaria	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Croatia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Czechia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Estonia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Georgia	<input type="radio"/>	<input type="radio"/>		
Greece	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Hungary	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Kazakhstan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Latvia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	
Lithuania	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
North Macedonia	<input type="radio"/>	<input type="radio"/>		
Romania	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Russia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$600	<input type="radio"/> \$600
Serbia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Slovakia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Slovenia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Ukraine	<input type="radio"/>	<input type="radio"/>	<input type="radio"/> \$400	<input type="radio"/> \$400
Uzbekistan	<input type="radio"/>	<input type="radio"/>		

Non-participants			
Standard subscription			
BDP		HRP	
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600

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Fee Schedule

Participants in the Benefits Design Practices (BDP) and/or HR Policies and Practices Surveys (HRP) receive a **Standard** subscription to Benefits Online.

Custom subscription for Participants, where available, can be ordered by location below.

Non-participants may purchase products listed below.

Standard subscription only

Currency = US Dollars	Participants						Non-participants			
	Standard subscription		Custom subscription				Standard subscription			
	BDP	HRP	BDP	HRP			BDP	HRP		
Latin America										
Argentina	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$600	<input type="radio"/>	\$600	<input type="radio"/>	\$900	<input type="radio"/>	\$900
Brazil	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$800	<input type="radio"/>	\$800	<input type="radio"/>	\$1,200	<input type="radio"/>	\$1,200
Chile	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$600	<input type="radio"/>	\$600	<input type="radio"/>	\$900	<input type="radio"/>	\$900
Colombia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$600	<input type="radio"/>	\$600	<input type="radio"/>	\$900	<input type="radio"/>	\$900
Costa Rica	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Dominican Republic	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Ecuador	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
El Salvador	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Guatemala	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Honduras	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Mexico	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$800	<input type="radio"/>	\$800	<input type="radio"/>	\$1,200	<input type="radio"/>	\$1,200
Nicaragua	<input type="radio"/>	<input type="radio"/>					<input type="radio"/>	\$600	<input type="radio"/>	\$600
Panama	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Paraguay	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Peru	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$600	<input type="radio"/>	\$600	<input type="radio"/>	\$900	<input type="radio"/>	\$900
Puerto Rico	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Uruguay	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600

North America	BDP	HRP	BDP	HRP
Canada (in CA Dollars)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$2,800
United States (in US Dollars)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$2,600

BDP	HRP
<input type="radio"/>	\$2,100
<input type="radio"/>	\$1,900

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Custom subscription for Participants, where available, can be ordered by location below.

Non-participants may purchase products listed below.

Standard subscription only

Currency = US Dollars	Participants					
	Standard subscription		Custom subscription			
Middle East	BDP	HRP	BDP		HRP	
Bahrain	<input type="radio"/>	<input type="radio"/>				
Cyprus	<input type="radio"/>	<input type="radio"/>				
Iraq	<input type="radio"/>	<input type="radio"/>				
Israel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400
Jordan	<input type="radio"/>	<input type="radio"/>				
Kuwait	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400
Lebanon	<input type="radio"/>	<input type="radio"/>				
Oman	<input type="radio"/>	<input type="radio"/>				
Pakistan	<input type="radio"/>	<input type="radio"/>				
Qatar	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400
Saudi Arabia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Türkiye	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$600	<input type="radio"/>	\$600
United Arab Emirates	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$600	<input type="radio"/>	\$600

Non-participants			
Standard subscription			
BDP		HRP	
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$600	<input type="radio"/>	\$600
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$900	<input type="radio"/>	\$900
<input type="radio"/>	\$900	<input type="radio"/>	\$900

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Fee Schedule

Participants in the Benefits Design Practices (BDP) and/or HR Policies and Practices Surveys (HRP) receive a **Standard** subscription to Benefits Online.

Custom subscription for Participants, where available, can be ordered by location below.

Non-participants may purchase products listed below.

Standard subscription only

Currency = US Dollars	Participants					Non-participants				
	Standard subscription		Custom subscription			Standard subscription				
Africa	BDP	HRP	BDP		HRP	BDP		HRP		
Algeria	<input type="radio"/>	<input type="radio"/>					<input type="radio"/>	\$600	<input type="radio"/>	\$600
Angola	<input type="radio"/>	<input type="radio"/>								
Cameroon	<input type="radio"/>	<input type="radio"/>								
Congo, Republic of the	<input type="radio"/>	<input type="radio"/>								
Côte d'Ivoire	<input type="radio"/>	<input type="radio"/>								
Egypt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$600	<input type="radio"/>	\$600	<input type="radio"/>	\$900	<input type="radio"/>	\$900
Ethiopia	<input type="radio"/>	<input type="radio"/>								
Ghana	<input type="radio"/>	<input type="radio"/>					<input type="radio"/>	\$600	<input type="radio"/>	\$600
Kenya	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Lesotho	<input type="radio"/>	<input type="radio"/>								
Mauritius	<input type="radio"/>	<input type="radio"/>					<input type="radio"/>	\$600		
Morocco	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Mozambique	<input type="radio"/>	<input type="radio"/>								
Namibia	<input type="radio"/>	<input type="radio"/>					<input type="radio"/>	\$600	<input type="radio"/>	\$600
Nigeria	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400			<input type="radio"/>	\$600	<input type="radio"/>	\$600
Senegal	<input type="radio"/>	<input type="radio"/>								
South Africa	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$600	<input type="radio"/>	\$600	<input type="radio"/>	\$900	<input type="radio"/>	\$900
Tanzania	<input type="radio"/>	<input type="radio"/>					<input type="radio"/>	\$600		
Tunisia	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	\$400	<input type="radio"/>	\$400	<input type="radio"/>	\$600	<input type="radio"/>	\$600
Uganda	<input type="radio"/>	<input type="radio"/>								
Zambia	<input type="radio"/>	<input type="radio"/>								

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Fee Schedule

Participants in the Benefits Design Practices (BDP) and/or HR Policies and Practices Surveys (HRP) receive a **Standard** subscription to Benefits Online.

Custom subscription for Participants, where available, can be ordered by location below.

Non-participants may purchase products listed below.

Standard subscription only

Currency = US Dollars	Participants						Non-participants			
	Standard subscription		Custom subscription				Standard subscription			
	BDP	HRP	BDP		HRP		BDP		HRP	
Western Europe										
Austria	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Belgium	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Denmark	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Finland	○	○	○	\$600	○	\$600	○	\$900	○	\$900
France	○	○	○	\$800	○	\$800	○	\$1,200	○	\$1,200
Germany	○	○	○	\$800	○	\$800	○	\$1,200	○	\$1,200
Ireland	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Italy	○	○	○	\$800	○	\$800	○	\$1,200	○	\$1,200
Luxembourg	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Malta	○	○					○	\$600	○	\$600
Netherlands	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Norway	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Poland	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Portugal	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Spain	○	○	○	\$800	○	\$800	○	\$1,200	○	\$1,200
Sweden	○	○	○	\$600	○	\$600	○	\$900	○	\$900
Switzerland	○	○	○	\$600	○	\$600	○	\$900	○	\$900
United Kingdom	○	○	○	\$1,000	○	\$1,000	○	\$1,400	○	\$1,400



General Terms and Conditions

WTW's surveys and the results of such surveys, including (i) participation materials, comparative databases, related reports/products, the online data delivery platform ("**Online Platform**"); and (ii) the skills, know-how and methodologies used by WTW to provide such surveys (including but not limited to WTW's proprietary Global Grading System and Career Level methodologies) (collectively referred to hereafter as "**Surveys**") are made available by local WTW affiliated companies which are directly or indirectly controlled by Willis Towers Watson PLC (collectively referred to hereafter as "**WTW**") on the following terms and conditions ("**Agreement**"). For purposes of these Terms and Conditions and the Participation Terms below, references to "**You**", "**Your**", "**Your Company**" and/or "**Client**" shall mean the company submitting data to and/or purchasing the Surveys. In this Agreement, WTW and You will each be referred to as a "**Party**" and collectively as the "**Parties**".

Service Quality. WTW will collect relevant data and conduct the Surveys with reasonable care. While WTW cannot be responsible for verifying the accuracy and completeness of each data submission, a WTW associate will review each data submission for overall reasonableness. WTW provides the Surveys on an "as is" basis and does not provide a warranty or guarantee of any kind as to the accuracy or completeness of the Surveys or the data or information contained therein and specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. Surveys will be available only if there are sufficient participants in the applicable Survey.

Intellectual Property Rights. WTW and/or its third-party licensors retain all intellectual property rights in the Surveys. Unauthorized use or duplication without prior written permission from WTW is prohibited. You shall not refer to WTW or include any of WTW's work product (including, without limitation, the Surveys and the information they contain) in any shareholder communication or in any offering materials (or fairness opinion provided by Your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing. Notwithstanding the foregoing, You retain all intellectual property rights in the participant data that You submit to the Surveys and You represent that WTW is authorized to receive and use any such participant data as described herein. In the event You purchase WTW's Analytics & Design and/or Global Grading System hereunder, You and/or Your third-party licensor shall retain all intellectual property rights in any third-party surveys and/or additional employee data provided by You or on behalf of You to WTW hereunder, including but not limited to data from Your Company's Human Resources Information System. You are responsible for obtaining all license rights necessary to use any such third-party surveys, including any rights that may be necessary to load third-party surveys onto WTW's Online Platform.

Use of Surveys. You may use the Surveys only within Your own organization for internal human resources planning and may not modify, sell or transfer the Surveys. Compensation Surveys may not be reproduced in employee newsletters or posted on Your Company's intranet. Benefits Design Practices ("**BDP**") Surveys may be used in employee presentations only in aggregated form. In the event You purchase North America BDP Surveys that identify companies by name, however, BDP Surveys may only be used in presentations with human resources staff and senior management. Under no circumstances may You make access to the Online Platform available to any third party, or share the Surveys with any third party, including, without limitation, subsidiaries or affiliates that are controlling, controlled by, or under common control with Your Company, WTW's competitors and/or independent contractors working solely for Your Company without WTW's prior written consent. Any use of the information contained in the Surveys is not a substitute for seeking expert legal, consulting or other advice on the reasonableness or appropriateness of compensation and/or benefits levels and practices. WTW reserves the right to suspend access to the Online Platform (i) for purposes of routine or emergency maintenance, (ii) if the You are in breach of Your obligations under this Agreement and have failed to cure such breach within thirty (30) days following delivery of written notice of such breach, and (iii) in response to applicable law or an order of any competent governmental or legal authority.

Limitation of Liability. The aggregate liability taken together of WTW, its affiliates, joint venture companies' and WTW's and its affiliates' and joint venture companies' respective employees, directors, officers, agents and subcontractors (the "**Related Persons**") whether in contract, tort (including, without limitation, negligence), or for breach of statutory duty or otherwise for any losses under or in connection with the Surveys or this Agreement shall not exceed in aggregate the greater of (a) \$25,000 USD or (b) the total annual fees paid to WTW for the particular Survey(s) giving rise to such claim, unless otherwise agreed in writing. Notwithstanding the above, the foregoing shall not limit the liability of WTW or its Related Persons in the case of: (i) death or personal injury resulting from WTW's or WTW's Related Person's negligence; (ii) willful misconduct; (iii) fraud; or (iv) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall WTW or any of the Related Persons be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent that such liability may not be excluded as a matter of law. Where WTW or any of the Related Persons are jointly liable to You with another party, WTW shall to the extent permitted by law only be liable for those losses that correspond directly with WTW's or the Related Persons' proportionate share of responsibility for the losses in question.

Termination. If either Party fails to perform any of its obligations under this Agreement and does not remedy its failure within thirty (30) days after written notice from the other Party, then such other Party may terminate this Agreement immediately and the Client's access to the Surveys shall be terminated. Notwithstanding the foregoing, if the Client violates any of the license and usage restrictions in this Agreement, then WTW may immediately suspend the Client's access to the Surveys without notice. You will compensate WTW for all services provided through the effective date of termination. You will be responsible to pay WTW for any multi-year discount differential, if applicable. Any of these terms that would be reasonably intended to apply after termination or expiration will do so.

Payment Terms. Fees will be invoiced upon receipt of the Client's order. For multi-year orders fees will be invoiced annually thereafter in the first quarter of the following calendar year(s). Invoices shall be paid within 30 days of receipt. In the event that invoices are not paid within that time, WTW shall be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law. Any fees or rates quoted or estimated shall be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, WTW will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority. Access to survey results may be delayed or suspended in the event that invoiced amounts are not paid when due. In addition, the Client will be charged a discount differential for non-participation in the event the Client fails to meet the participation requirements set forth in the Participation Terms and Conditions below.

General. Any controversy, dispute or claim of any kind between the Parties shall be governed by and interpreted in accordance with the laws of the state of New York, without regard to any provisions governing conflicts of laws. The Parties agree that any and all disputes, suits, actions or other proceedings arising from or relating to this Agreement shall be brought exclusively in the federal or state courts within the County of New York in the state of New York, and the Parties hereby submit to the exclusive jurisdiction of such courts, and expressly waive any objection to venue in such courts, provided that WTW shall have the right to initiate proceedings in any court of competent jurisdiction in the event of breach of WTW's proprietary rights. To the fullest extent permitted by applicable law, the Parties hereby irrevocably waive any right they may have to demand a jury trial. These terms will apply to purchase orders generated by Your Company for Surveys provided hereunder. In the event of a conflict or inconsistency between the terms and conditions of such purchase orders and the terms of this Agreement, this Agreement will prevail. WTW will deliver the Surveys by providing Your Company access (via the internet) to WTW's Online Platform. Separate, supplemental terms and conditions apply to use and access of the Online Platform. To the extent there is a conflict, this Agreement takes precedence over such separate, supplemental terms and conditions. You shall not assign or otherwise transfer any rights or obligations under this Agreement without WTW's prior written consent.

Participation Terms and Conditions

By participating in WTW's Surveys, You will be deemed to have agreed to the following participation terms and You represent that You have authority to submit data. As a participant, Your Company's name will be included on survey participant lists. Survey participants must submit data on a timely basis and provide an accurate and complete data submission for all of Your employees for the country (or countries) for which You are submitting data, including completion of all sections of the participant materials (e.g., HR Policies & Practices ("HRP") sections, BDP sections, individual employee compensation data and long-term incentive information). BDP and HRP data submitted may be used in current and future BDP and HRP surveys. If Your Company's data submission is late or does not meet the requirements for a particular Survey, WTW may, at its discretion, limit/deny access to such Surveys. For select Surveys, participants must submit executive data to purchase executive products, middle management, professional and support data to purchase non-executive products and industry-specific functions/disciplines/positions to purchase associated industry-specific Surveys. For multi-country submissions that are eligible for a discount, You are required to submit data for the country in which Your Company is headquartered. Failure to meet this requirement may impact Your Company's eligibility for such discount.

Confidentiality and Use of Data. Participant data submitted to the Surveys will be held in confidence. WTW takes reasonable security precautions, including the same precautions WTW takes to protect its own confidential information, to prevent unauthorized access. Participant data will be used by WTW for purposes of creating aggregated compensation Surveys and/or anonymized benefits Surveys. In the event You participate in North America BDP Surveys, Your BDP data may be used for comparative benefits analysis (quantitative and qualitative) with results identified by company name. WTW reserves the right to use participant data in multiple Surveys, where relevant, which may be available to participants and non-participants. Participant data and Surveys may be used by WTW for training, quality assurance, research and development, trends analysis and consulting services (e.g., market/job pricings) that are provided to Survey participants and other selected clients of WTW. Where WTW processes participant data in such a manner which is not permitted by a Data Processor, WTW acts as a separate, independent Data Controller for purposes of this limited processing activity only.

Data Protection. In the course of providing the Surveys, the Parties acknowledge that You may provide WTW with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including Your employee information, or any personal information/personal data as defined in applicable data privacy laws ("**Personal Data**"). It is further acknowledged that WTW is a global business and that WTW may transmit information received from You, including Personal Data within its global network of offices to its affiliates and providers of IT outsourcing who will be subject to the safeguards required by the applicable laws. You represent that WTW is authorized to receive and process any such Personal Data and that You have obtained all rights, licenses, directives, and consents from, and/or provided any required notices to, data subjects, that may be required for WTW to process the Personal Data for the purpose of providing the Surveys. WTW will take appropriate technical, physical and organizational/administrative measures to protect Personal Data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure, or access. Each Party shall comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations. Where and to the extent that You act as the "Business" or "Data Controller" and WTW acts as a "Service Provider" or "Data Processor", as those terms are defined by applicable privacy law, WTW shall process Personal Data; (i) only at Your direction and in accordance with Your instructions as Data Controller; (ii) only for the performance of this Agreement and as set forth herein; and (iii) then only in accordance with WTW's applicable Data Processing Protocols ("**Protocols**") available at <https://www.wtwco.com/en-gb/notices/global-data-processing-protocol>. Where WTW acts as Data Processor: You have approved Microsoft Corporation as a subprocessor for the provision of cloud services located in the EEA and US. In the event no such Protocols apply, WTW will process all such Personal Data in accordance with all applicable data protection laws. In the event of any conflict between the terms and conditions set out in this Agreement and the Protocols, the Parties agree that the terms and conditions set out in this Agreement shall prevail. You represent and warrant that You shall provide to WTW only Personal Data which is adequate, relevant and limited to the minimum that is necessary for the purposes of this Agreement and the provision of Surveys hereunder.