

## WTW Terms & Conditions

- 1 **Parties and Application.** These Terms and Conditions ("terms") cover all services, advice, Work Product (as defined below) (collectively, the "**Services**") provided by the WTW entity identified below, "**WTW**", "**we**", "**our**" or "**us**") to the entity identified below or any of its affiliates (collectively, the "**Client**", "**you**" or "**your**"). In these terms, you and we will each be referred to as a "**Party**" and collectively as the "**Parties**". Affiliates of WTW also may enter Statement(s) of Work with you which shall incorporate these terms.

The scope of services for each project will be agreed upon by you and us in a statement of work (the "**Statement of Work**") and shall, unless provided otherwise in the particular Statement of Work, incorporate these terms.

- 2 **Fees and Expenses.** Any fees or rates quoted or estimated are exclusive of any applicable sales, or similar taxes. Expenses are charged in addition. We may 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.

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.

- 3 **Our Responsibilities.** We shall provide the Services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. 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 agreed timetable.

The work product we produce in the course of providing the Services (the "**Work Product**") 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.

Where, in the course of providing our Services, we provide Services of a legal, accounting or tax nature in order to advise you, we will do so with the reasonable skill and care to be expected of us in our capacity as consultants. We shall not be obliged to provide legal, accounting or tax advice where to do so would be prohibited by law.

- 4 **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the Services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the Services.

- 5 **Intellectual Property Rights and Work Product.** You shall retain ownership of all original data and materials provided to us by you or your representatives and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organisation. We shall retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the Services.

The Services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent.

You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these terms and any applicable Statement of Work, as if it were a party to them, and you remain responsible for such compliance.

You shall not refer to us or include any of our Work Product 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.

- 6 **Confidentiality and Data Privacy.** Each Party (the “**Recipient**”) shall protect all confidential information which the other Party (the “**Discloser**”) provides to it (whether orally, in writing or in any other form) (“**Confidential Information**”) using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information shall not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient shall, if permitted by law, notify, and cooperate with the Discloser, at Discloser’s expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each Party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

You agree that we may maintain, process and transfer your Confidential Information in order to perform the Services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use Confidential Information we receive from you or your representatives in the course of the Services in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your data to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and will not attribute any finding to a specific participant.

We will process personal data in accordance with our Data Processing Protocol (version 1) available at <https://www.wtwco.com/en-gb/notices/data-processing-protocol-europe>.

- 7 **Limitation of Liability.** If the Services do not conform to the requirements agreed between the Parties, you shall notify us promptly and we shall re-perform any non-conforming Services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming Services. The re-performance of the Services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the Parties for the performance of Services. Whether or not such re-performance or refund would provide an adequate remedy for any loss or damage suffered by you or any third party, the aggregate liability taken together of WTW, our affiliates and our and their respective employees, directors, officers, agents and subcontractors (“**Related Persons**”) arising from or in any way connected with the Services, whether in contract, tort (including, without limitation, negligence), or for breach of statutory duty or otherwise, shall not exceed aggregate the greater of (a) €250,000 or (b) the total amount of the fees paid to us for the services provided pursuant to that Statement of Work during any 12-month period beginning with the commencement of that Statement of Work, unless otherwise agreed in writing.

Nothing in these terms nor in any Statement of Work shall exclude or limit the liability of WTW or the Related Persons: (i) for death or personal injury resulting from the negligence of WTW or the Related Persons; (ii) for gross negligence or wilful misconduct; (iii) for fraudulent acts or omissions of WTW or the Related Person; or (iii) for other liability to the extent that the law does not permit the same to be excluded or limited.

In no event shall we or any of our Related Persons or affiliates 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). Where we are jointly liable to you with another party, we shall to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.

- 8 **Third Parties.** For the avoidance of doubt, section 7 confers rights on the Related Persons which may be enforced by any of them. Otherwise, no person who is not a party to a Statement of Work shall have the right to enforce any of these terms. We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the Services.
- 9 **Termination.** Except as may otherwise be agreed in an applicable Statement of Work or other written agreement, either Party may terminate a Statement of Work on 30 days' written notice to the other Party. We shall be entitled to be paid for Services rendered up to the effective date of any such termination, and for expenses incurred. Any provision of these terms or any Statement of Work that would be reasonably intended to apply after termination will do so, including paragraphs 5, 6, 7, 8, 11, 12 and 13.
- 10 **Force Majeure.** Neither Party shall be liable for any delay nor non-performance of its obligations arising under any Statement of Work caused by an event beyond its control (a "**Force Majeure Event**") provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations. Either Party may terminate any Statement of Work by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
- 11 **Miscellaneous.** In respect of each project, these terms, together with the applicable Statement of Work, sets out the complete and exclusive statement of agreement and understanding between the Parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to the subject matter of the Statement of Work in question. Any modifications of or amendments to these terms or a Statement of Work or a change to the Services must be in writing and agreed by the Parties. Should any provision of these terms or any provision of a Statement of Work be declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

Neither Party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing Services and to pass to them any information and materials (other than personal data which shall be dealt with in accordance with our Data Processing Protocol available at <https://www.wtwco.com/en-gb/notices/data-processing-protocol-europe>) they need to perform their work. Where we use affiliates or subcontractors to provide the Services, we will remain ultimately responsible for the provision of the Services.

Neither Party shall have any liability in respect of any statement (except in the case of fraud where the liability of each Party to the other shall be unlimited) made by such Party or on its behalf to the other Party which is not contained in these terms or in the applicable Statement of Work and each Party acknowledges that it has not entered into a Statement of Work, or will enter into a Statement of Work, in reliance on any representation by the other Party which is not contained in these terms or the applicable Statement of Work.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 12 Compliance with Sanctions Laws.** Sanctions and export control laws from the EU, United States, and other government authorities prohibit companies, including WTW, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.
- 13 Dispute Resolution and Governing Law.** The Parties agree to work in good faith to resolve any dispute arising out of or in connection with these terms or any Statement of Work. If a dispute cannot be resolved it shall be submitted to non-binding mediation before either Party pursues other remedies hereunder. The arrangements between the Parties (and all non-contractual relationships arising out of or related to them) shall be governed by and subject to the laws of the Netherlands and, subject to the dispute resolution provisions set out above, each Party hereby irrevocably submits to the exclusive jurisdiction of the Amsterdam courts.