

Willis Towers Watson

Terms and Conditions

Willis Towers Watson's surveys and the results of such surveys, including (i) participation materials, related reports/products, the online data delivery platform ("online platform"); and (ii) the skills, know-how and methodologies used by Willis Towers Watson to provide such surveys (including but not limited to Willis Towers Watson's proprietary Global Grading System and Career Level methodologies) (collectively referred to hereafter as "surveys") are made available by local Willis Towers Watson affiliated companies which are directly or indirectly controlled by Willis Towers Watson PLC (collectively referred to hereafter as "Willis Towers Watson") on the following terms and conditions.

Service Quality. Willis Towers Watson will collect relevant data and conduct the surveys with reasonable care. While Willis Towers Watson cannot be responsible for verifying the accuracy and completeness of each data submission, a Willis Towers Watson associate will review each data submission for overall reasonableness. Willis Towers Watson 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. Survey results will be available only if there are sufficient participants in the applicable survey.

Intellectual Property Rights. Willis Towers Watson and/or its third-party licensors retain all intellectual property rights in the surveys. Unauthorized use or duplication without prior written permission from Willis Towers Watson is prohibited. You shall not refer to us or include any of our 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. In the event you purchase Willis Towers Watson's Market Analysis and Compensation Design (Premium) and/or Global Grading System (GGS) 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 to Willis Towers Watson 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 Willis Towers Watson'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 such 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, such surveys may only be used in presentations with human resources staff and senior management. If you desire to share the surveys (in whole or in part) with a third party (including any entity controlling, controlled by, or under common control with your company; Willis Towers Watson's competitors; and/or independent contractors working solely for your company), you must first obtain the written consent of Willis Towers Watson. Your company shall be responsible for ensuring compliance with these terms by any such third party. 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.

Limitation of Liability. The aggregate liability of Willis Towers Watson and its employees, directors, officers, agents and subcontractors (the "related persons") whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses under or in connection with the surveys or these terms shall not exceed in aggregate the greater of (a) \$25,000 or (b) the total fees paid to Willis Towers Watson for the particular survey(s) giving rise to such claim, unless otherwise agreed in writing. Nothing in these terms shall exclude or limit the liability of Willis Towers Watson or our related persons in the case of: (a) death or personal injury resulting from Willis Towers Watson's or Willis Towers Watson's related person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall Willis Towers Watson or any of our 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).

Payment Terms. Payment is due within 30 days of the date of the invoice. In the event that invoices are not paid within that time, Willis Towers Watson shall be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law. Access to survey results may be delayed or suspended in the event that invoiced amounts are not paid when due.

General. The validity and interpretation of these terms will be governed by the laws of the State of New York, United States of America, excluding its conflict of law rules. The parties submit to the exclusive jurisdiction of the State of New York, United States of America Courts to resolve any dispute between them, provided that Willis Towers Watson shall have the right to initiate proceedings in any court of competent jurisdiction in the event of breach of Willis Towers Watson's proprietary rights. The parties hereby waive any right they may have to demand a jury trial. These terms will apply to purchase orders generated by your company for survey results provided hereunder. In the event of a conflict or inconsistency between the terms and conditions of such purchase orders and these terms, these terms will prevail. Willis Towers Watson will deliver the surveys by providing your company access (via the internet) to Willis Towers Watson's online platform. Separate, supplemental terms and conditions apply to use and access of the online platform. To the extent there is a conflict, these terms and conditions take precedence over such separate, supplemental terms and conditions. You shall not assign or otherwise transfer any rights or obligations under these terms without Willis Towers Watson's prior written consent.

Participation Terms

By participating in Willis Towers Watson's surveys, you will be deemed to have agreed to the following participation terms on behalf of your company 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, 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, Willis Towers Watson may, at its discretion, limit/deny access to such survey results. 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 survey products.

Confidentiality and Use of Data. Participant data submitted to the surveys will be held in confidence. Willis Towers Watson takes reasonable security precautions, including the same precautions Willis Towers Watson takes to protect its own confidential information, to prevent unauthorized access. Participant data will be used by Willis Towers Watson for purposes of creating aggregated compensation survey results and/or anonymized benefits survey results which are presented in a manner that protects individual company confidentiality. In the event you participate in North America BDP surveys, however, your BDP data may be used for comparative benefits analysis (quantitative and qualitative) with results identified by company name. Willis Towers Watson reserves the right to use participant data in multiple surveys, where relevant, which may be available to participants and non-participants. Participant data and survey results may be used by Willis Towers Watson 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 Willis Towers Watson.

Data Protection. Willis Towers Watson may pass participant data, which may include individually identifiable information ("personal data"), (i) within our global network of Willis Towers Watson affiliated companies, including: (a) the applicable Willis Towers Watson contracting entity; and (b) Towers Watson Global Business Services Inc. in Manila, The Philippines, where Willis Towers Watson's Global Resource Center is located, which will be used to analyze participant data in connection with the surveys; and (ii) to Jobable Limited, Willis Towers Watson's alliance partner located in Hong Kong, for purposes of analyzing participant data based on job skills and competencies in connection with the surveys. Willis Towers Watson may also pass participant data to certain subcontractors, cloud service providers and other providers of IT services, who will be subject to appropriate data protection standards. Willis Towers Watson has processes in place to limit the collection, storage and usage of personal data only to data that is relevant, adequate and necessary for carrying out the purposes described in this agreement. In addition, Willis Towers Watson has put in place Data Transfer Agreements based on the EU Model Clauses to further protect personal data. Irrespective of where Willis Towers Watson receives or stores personal data, Willis Towers Watson confirms that, acting as data processor, Willis Towers Watson will take appropriate technical, physical and organizational/administrative measures to protect such data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Willis Towers Watson will process personal data in accordance with our Data Processing Protocol, where applicable, as it may be updated from time to time, which is available at: <https://www.willistowerswatson.com/en-GB/Notices/data-processing-protocol-europe>. Willis Towers Watson will use participant data only for the purposes described above, unless a participant instructs Willis Towers Watson otherwise. Participant and Willis Towers Watson shall each comply with applicable data privacy legislation and regulations.