

## TERMS AND CONDITIONS OF BUSINESS

This agreement sets forth the terms and conditions on which Oliver Wyman Limited, a limited liability company incorporated under the laws of England and Wales with Registration Number 2995605 and Oliver Wyman Services Limited (collectively, the “Company”), provide services (the “Services”) for **[client name]** (the “Client”) pursuant to or in connection with the attached document titled **[project name]** dated **[date]** or any other project description document that is or has been mutually agreed by the Company and the Client (each, a “Project Description Document”). This agreement together with all such Project Description Documents shall be referred to herein as the “Agreement”. In the event of a conflict between these terms and conditions and any Project Description Document, these terms and conditions will prevail to the extent of such conflict.

1. **Fees, Expenses, and Payment.** In consideration for the Services, the Client shall pay to Oliver Wyman Limited, billing and collecting for itself and acting as billing and collection agent for Oliver Wyman Services Limited, the professional fees and expenses in accordance with each Project Description Document. Oliver Wyman Limited shall provide Services to the extent they are provided using its personnel or resources, and Oliver Wyman Services Limited shall, directly or through one or more of its affiliates, provide Services to the extent they are provided using personnel or resources from Oliver Wyman Services Limited or such affiliates. Payment of each invoice from the Company is due within 30 days after the date thereof. The Company reserves the right to suspend the provision of Services in the event of non-payment by the Client. The description of the fees and expenses in each Project Description Document is exclusive of any applicable taxes.
2. **Confidentiality.** Each party shall keep confidential and not disclose any confidential information, advice or material of any nature that is provided or made available by the other party, including, without limitation, any written reports or other data (collectively, “Confidential Information”), without the prior written consent of the other party. Neither party may disclose Confidential Information outside of its organisation, and Confidential Information may only be disclosed internally to those who are bound by confidentiality restrictions consistent with those set forth herein. This Section 2 shall not apply to any information that:
  - a. is or at any time becomes publicly available other than as a result of breach by the recipient of its obligations under this Agreement,
  - b. the recipient acquires from a third party who owes no obligations of confidence to the other party in respect thereof,
  - c. was already known to the recipient at the time it received such information from the other party as shown by the recipient's prior written records, or
  - d. is independently developed by the recipient without use of, or reference to, Confidential Information.
3. **Client Information.** In performing the Services, the Company will use all information supplied by or on behalf of the Client without

If either the Company or the Client is requested or required by any regulator or any legal or investigative process, or any rules of any stock exchange to disclose any Confidential Information, that party shall, to the extent legally permissible, provide the other party with prompt notice of each such request and the Confidential Information requested so that such other party may seek to prevent disclosure or the entry of a protective order. If disclosure is required and a protective order is not obtained, the party from whom disclosure is required shall disclose only such Confidential Information that it is advised by its legal counsel is legally required to be disclosed.

having independently verified the same, and the Company assumes no responsibility for the accuracy or completeness of such information. Unless otherwise agreed, the Client shall not share any personal data with the Company other than the contact details of those of its employees or agents who may interact with the Company during the provision of the Services.

4. **Work Product.** All intellectual property in project materials developed by the Company specifically and exclusively for the Client in the course of providing the Services (the "Works") shall be owned by the Client. At the request and expense of the Client, the Company shall do all such things and sign all such documents or instruments reasonably necessary to give effect to the foregoing. Notwithstanding anything to the contrary contained in this Agreement or any Project Description Document, the Company retains all rights in, and shall be entitled to use without restriction: (i) its intellectual capital, including, without limitation, methodologies, ideas, know how, techniques, models, tools, skills, generic or aggregated industry information, knowledge and experience, and any graphic representations of any of these, whether now possessed or hereafter acquired by the Company ("Company IC"), and (ii) any software-based tools that may be developed hereunder ("Software"). The Services and deliverables provided by the Company hereunder will inherently contain and/or embed Company IC. The Company hereby grants to the Client from the date of this Agreement a non-exclusive, non-transferable, irrevocable and royalty-free license to use Company IC and any Software included in the Services or deliverables, solely for the Client's internal use. If any Software is developed hereunder, the parties shall cooperate in good faith to agree upon definitive documentation relating to the Software and the Company's maintenance and support obligations, if any, with respect thereto.
5. **Use of the Services and Works.** The Services and Works provided by the Company may

include advice and recommendations; however, all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, the Client. The Services and Works are furnished solely for the Client's internal use, and shall not be disclosed in whole or in part to any third party.

6. **Use of Names.** Neither Party will refer to the other Party or attribute any information to the other Party, in the press or publicly, without the other party's prior written consent.
7. **Non-Exclusivity.** The Company is part of Marsh McLennan (which also includes Marsh, Mercer and Guy Carpenter). It is our practice to serve multiple clients within industries, including those with potentially opposing interests. Accordingly, the Company (and other businesses that are part of Marsh McLennan) may have served, may currently be serving or may in the future serve other clients whose interests may be adverse to those of the Client. In all such situations, the Company is committed to maintaining the confidentiality of each client's information.
8. **Limit of Liability.**
  - a. In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to the Services.
  - b. In no event shall the aggregate liability of the Company, its affiliates and its subcontractors (whether based on any action or claim in contract, tort, or otherwise) to the Client or its affiliates arising out of or relating to any Services exceed the fees payable to the Company for such Services, in any event such liability not to exceed US\$2,000,000.
  - c. This Section 8 shall apply to the fullest extent permitted by applicable law.
9. **Additional Costs.** The scope of Services and fees hereunder do not contemplate the

Company being involved in any legal or regulatory proceedings or investigations or subject to third-party claims. Accordingly, the Client agrees to pay the Company's standard rates for professional time spent (including, without limitation, for preparing, defending or giving testimony or furnishing documents) and reimburse the Company for liabilities, losses, damages, costs and expenses as incurred (including, without limitation, reasonable legal fees and costs), in connection with any actual or threatened actions, proceedings or investigations, whether or not the Company is a party (collectively "Costs"), relating to or arising out of the Services under any Project Description Document or any matter relating to such Services. However, the Client will not be liable to the Company under this Section 9 to the extent any Costs sustained by the Company are finally determined to have resulted primarily from the intentional misconduct or bad faith of the Company.

10. **Force Majeure.** Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, epidemics, public health emergencies, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.
11. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement, including, without limitation, its enforcement, shall be governed by and construed in accordance with the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts located in England and Wales.
12. **Dispute Resolution.** If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.
13. **Severability.** It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence herein is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.
14. **Amendment, Waiver and Assignment.** This Agreement may not be amended, modified or waived except by a signed written agreement. Neither party shall have the right to assign or transfer this Agreement or any rights hereunder to any third party without the prior written consent of the other party.
15. **Data Protection.** This Agreement is made on the basis that each party is entitled to assume that the other has complied and will continue to comply with its obligations arising from the data protection and privacy laws in force from time to time to the extent that those obligations are relevant to this Agreement.
16. **Miscellaneous.** This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings and negotiations with respect to such matters. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. There are no third party beneficiaries with respect to this Agreement. This Agreement may be executed on separate counterparts, each of which shall constitute an original, but both of which when taken together shall constitute a single

contract. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The obligations of the parties under this Agreement that by their nature continue beyond the termination of this Agreement shall survive any termination of this Agreement.

**FOR VALUABLE CONSIDERATION, AGREED TO:**

**OLIVER WYMAN LIMITED**

By: \_\_\_\_\_

Name:

Title:

Date:

**OLIVER WYMAN SERVICES LIMITED**

By: \_\_\_\_\_

Name:

Title:

Date:

**[CLIENT NAME]**

By: \_\_\_\_\_

Name:

Title:

Date: