

CONSULTANCY AGREEMENT

This Agreement is made between:

- (A) "K HK 'F]g_'Gyfj]Wg, BCARM Risk Gyfj]Wg and/or ?]b[gXck bY'F]g_'Gyfj]Wg (all of which are divisions of WTW Risk Services Limited, a company incorporated in England and Wales with registered number 8331146 and whose registered office is situated at 66 Prescot Street, London, E1 8NN) ("the Company")
- (B) The Customer as defined in the Statement of Work.

Agreement unless the Customer and the Company shall have agreed to the contrary in writing.

3 OBLIGATIONS OF THE COMPANY

In consideration of the Customer performing its obligations under this Agreement, the Company shall provide the Services to the Customer in accordance with this Agreement, the relevant Statement of Work and all relevant laws and regulations.

4 OBLIGATIONS OF THE CUSTOMER

The Customer agrees:

- 4.1 to promptly pay the Company all sums due under this Agreement or under any Statement of Work;
- 4.2 to promptly pay all additional fees or charges (as agreed in advance by the Customer) arising from the Customer's additional requests above and beyond the Customer's entitlement as set forth in the relevant Statement of Work;
- 4.3 to promptly pay all other expenses incurred by the Company in the performance of its obligations under this Agreement subject to prior approval by the Customer;
- 4.4 to nominate an authorised representative to be the prime point of contact for the Company and whose decisions when committed to writing will bind the Customer for the purpose of the Agreement;
- 4.5 to provide a safe, hazard-free environment at the Customer's premises or the location rented or hired by the Customer for the provision of the Services complying with all working conditions, laws and regulations notwithstanding the nature of the Services to be performed;
- 4.6 not to breach any confidence, privacy or intellectual property rights of any other party through its use of the Services provided by the Company;
- 4.7 that it is responsible for ensuring that the Services, if delivered in accordance with the terms of this Agreement, meet the Customer's requirements as at the date of the relevant Statement of Work, and thereafter communicating to the Company any changes or modifications required to be made to the Services to ensure that the Services will continue to meet the Customer's requirements;
- 4.8 that it is solely responsible for ensuring the accuracy of any information provided to the Company and the Company shall not be liable for the consequences of any failure by the Customer to do so; and
- 4.9 to comply in all material respects with its obligations in a timely manner, with reasonable skill and care and as set out in the relevant Statement of Work.

WHEREAS

The Customer wishes to engage the Company to undertake various consultancy services under the terms and conditions of this Agreement.

1 DEFINITIONS

- 1.1 The following definitions apply to all of these terms and conditions:

'Agreement' means this contract between the Company and the Customer.

'Commencement Date' means the date on which the Customer provides written confirmation of acceptance of this Agreement.

'Fees' shall have the meaning given to the term in the relevant Statement of Work.

'Idle Time' means that time that the Company's resources or those of its subcontractors are idle due to not being able to carry out work in accordance with the Agreement and when the Company or its sub contractors is unable to reasonably reschedule the said resources to other work.

'Statement of Works' means a letter, invoice or email sent by the Company to the Customer setting out the consultancy services to which this Agreement is attached.

'Services' means any service provided by the Company as described in the relevant Statement of Work.

'Standard Rates' means those rates set out in the relevant Statement of Work.

'Term' means the period from the commencement until expiry or termination of this Agreement.

- 1.2 In this Agreement:

- (a) Any agreement or undertaking by either party not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that thing.
- (b) Reference to any document being in agreed terms are to that document in the terms agreed between the parties and signed by or on behalf of the parties for identification.
- (c) Headings are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- (d) References to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted, and shall include any subordinate legislation made from time to time under that statute or statutory provision.
- (e) References to the parties shall include their respective heirs, successors in title and permitted assigns.
- (f) All expressions denoting the singular include the plural and vice versa.
- (g) The word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word "include" and its derivatives shall be construed accordingly.

2 ENGAGEMENT

- 2.1 This Agreement shall come into force on the Commencement Date and shall continue until this Agreement is terminated in accordance with clause 9.
- 2.2 No terms and conditions (in a standard form documentation or otherwise) issued by the Company in the course of ordering the Services shall replace, alter or amend the terms and conditions in this Agreement or any other terms of this

5 PRICE AND PAYMENT TERMS

- 5.1 All prices referred to in this Agreement are expressed in pounds sterling and are exclusive of value added tax and other sales taxes (unless expressly stated otherwise), which shall be payable by the Customer.
- 5.2 Unless payments are specified below or in the relevant Statement of Work as being due on specific dates, or in advance of a date or event, all invoices shall be due for payment in full without deduction or set-off within 30 days of the date of invoice.
- 5.3 Unless specifically shown as 'inclusive of expenses' in the relevant Statement of Work, all prices referred to in this Agreement are exclusive of transport, travel, subsistence or out of pocket expenses incurred by the Company in carrying out its obligations to the Customer. Such expenses shall be payable by the Customer in accordance with clause 4.3.
- 5.4 The charges shown in a Statement of Work, unless otherwise stated, are for work performed during the hours stated therein. Any service provided outside of those hours, or if work is to be carried out away from the specified location and either the relevant person travels in those hours or spends more than two hours travelling out of those hours, such travelling time

and additional time shall be chargeable at the Standard Rates if permitted by the relevant Statement of Work.

- 5.5 In the event that any payment due to the Company under this Agreement has not been received in full by the Company by the due date of payment, the Company reserves the right (in addition to any other remedies which may be available to it) to:
- (a) suspend the Service to which the payment relates upon not less than 14 days' written notice (provided that the relevant Service shall be reinstated as soon as reasonably practicable upon receipt by the Company of full payment); and/or
 - (b) charge interest on overdue amounts on a daily basis from the original due date to the eventual date of payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1999.
- 5.6 The Company reserves the right to make, with the Customer's prior consent (such consent not to be unreasonably withheld or delayed), an additional reasonable charge for any work done by the Company which is attributable to the Customer's failure to observe its obligations or not covered by the services provided under this Agreement.

6 DELIVERY OF SERVICES

- 6.1 The Company will provide the Services to the Customer as described in the relevant Statement of Work and in accordance with the terms and conditions of this Agreement.
- 6.2 In the event that the Customer cancels the Services or any part by giving less than 2 days' notice to the Company, the Customer shall be liable to the Company for 50% of the fees, charges and expenses applicable to the Services or the part of the Services that have been cancelled.
- 6.3 If the performance of Services or any part of the Services is suspended at the request of the Customer by giving less than 2 days' notice or delayed through the default of the Customer (including lack of, incomplete or incorrect instructions or refusal to accept performance of the Services) the Company will be entitled to payment at the prevailing rates for the Services already performed, and any other additional costs the Company reasonably incurs without prejudice to any other remedies that the Company may have.

7 SERVICES

- 7.1 The Company will assign appropriately qualified or experienced personnel to perform the Services and will use all reasonable endeavours to minimise changes, and the disruption of any such changes, of personnel so assigned.
- 7.2 The Customer will give to the Company promptly on request such information and facilities as the Company reasonably requires for the provision of the Services.
- 7.3 The Customer will before commencement of the Services:
- (a) nominate an authorised representative who will be the prime point of contact and whose decisions when committed to writing will bind the parties for the purpose of the Schedule;
 - (b) agree with the Company appropriate methods and frequency of monitoring the progress of the Services in line with the corresponding Schedule; and
 - (c) prepare the location for the performance of the Services in accordance with the Schedule (unless it has been agreed in the Schedule that the Company will undertake such preparation).
- 7.4 The Company will undertake Services on the following terms:
- (a) performance of the Services will be undertaken in accordance with the relevant Statement of Work;
 - (b) the Customer will not interfere with the performance of the Services unless agreed with the Company;
 - (c) the Customer will provide the Company (and/or its authorised representatives and suppliers/licensors) with sufficient access to facilities as reasonably necessary to perform the Services.
- 7.5 If Idle Time is incurred through the direct failure of the Customer to meet its obligations or if the Customer negligently provides incorrect information or if the Services are postponed or cancelled by the Customer, the Company may revise any

scheduled date and/or by giving seven days written notice suspend the relevant Service and, in any event, the Customer shall be responsible to pay reasonable costs incurred by the Company.

8 WARRANTIES

- 8.1 The Company hereby warrants to the Customer that:
- (a) the Services to be performed pursuant to the relevant Schedule will materially conform to the description set out in the relevant Statement of Work;
 - (b) Services provided by the Company or others on behalf of the Company shall be performed with reasonable care and skill.
- 8.2 To the extent that any Services performed by the Company or on its behalf fail to meet the requirements of clause 8.1, the Company shall, if the Customer requires, re-perform, or have re-performed, such services within a reasonable time provided such failure is notified to the Company in writing within 90 days from the date of original performance and the Company shall have no other liability in this regard, save that in the event that the Company fails to meet the requirements of the Statement of Work after re-performance, the Customer shall have the right to terminate the relevant Statement of Work.
- 8.3 Save as expressly provided in clause 8.1, the Company give no warranties as to the quality, fitness or performance of any Services, and in particular, no warranty is given that the Services shall be free from minor errors, inaccuracies, omissions or non-identification of hazards. The express warranties in clause 8.1 are accepted by the Customer to the exclusion of all other warranties, conditions, statements, representations or other terms implied by law. No statement or representation not expressly set out in this Agreement or any Statement of Work shall be binding upon us whether as a warranty or otherwise.

9 TERMINATION

- 9.1 Notwithstanding clause 5.5(a), the Company may suspend its obligations under this Agreement or any Statement of Work it may have with the Customer for Services upon not less than 14 days written notice to the Customer if the Customer fails to pay any fees or charges due under the Agreement for 30 days after the due date for payment only in the absence of a bona fide dispute, and shall be re-commenced as soon as practicable upon receipt of subsequent payment.
- 9.2 The Company may terminate the Agreement and/or any Statement of Work immediately upon written notice to the Customer if:
- (a) a petition to wind up the Customer is presented to a court and not dismissed within 14 days or the Customer calls a meeting of creditors or passes a resolution for voluntary winding up (otherwise than for the purposes of solvent reconstruction or amalgamation), or a receiver, administrative receiver, administrator or other similar officer is appointed in respect of the Customer or any of its assets, or the Customer makes any proposal to its creditors for any composition or voluntary arrangement; or
 - (b) the Customer ceases to carry on its business or substantially the whole of its business; or
 - (c) the Customer (being a natural person) shall dies, or (being a partnership or other unincorporated association) shall be dissolved; or
 - (d) the Customer is in material breach of the Agreement or any Statement of Work and does not rectify such breach within 30 days of receipt of a written notice from the Company requiring it to rectify the breach; or
 - (e) there is no current Statement of Work made under this Agreement and, in the Company's reasonable opinion, no such Statement of Work is likely to be agreed by the parties within a reasonable time thereafter.
- 9.3 The Customer may terminate the Agreement and/or any Statement of Work upon written notice to the Company if:
- (a) a petition to wind up the Company is presented to a court and not dismissed within 14 days or the Company calls a meeting

of creditors or passes a resolution for voluntary winding up (otherwise than for the purposes of solvent reconstruction or amalgamation), or a receiver, administrative receiver, administrator or other similar officer is appointed in respect of the Company or any of its assets, or the Company makes any proposal to its creditors for any composition or voluntary arrangement; or

- (b) there is no current Statement of Work made under this Agreement and, in the Customer's reasonable opinion, no such Statement of Work is likely to be agreed by the parties within a reasonable time thereafter; or
- (c) The Company is in material breach of this Agreement or of any Statement of Work and fails to remedy such breach within 30 days of receipt of a written notice from the Customer to do so.

10 CONSEQUENCES OF TERMINATION

- 10.1 Upon termination of the Agreement or a Statement of Work:
 - (a) the Customer shall immediately deliver up to the Company (as it relates to the Agreement or any Statement of Work): (i) any of the Company's equipment held at the Customer's premises, and (ii) all copies of the Company's confidential information and copies of manuals and documentation used by the Company for the purpose of providing the Services;
 - (b) The Company shall immediately deliver up to the Customer: all copies of the Customer's confidential information that the Customer requests are returned;
 - (c) the Customer shall immediately pay to the Company all sums due (in the absence of a bona fide dispute) to the Company under this Agreement that have not yet been paid.
- 10.2 In the event that either party fails to comply with its obligations under clause 10.1(a) or 10.1(b), the party not in default shall be entitled to retake possession, by entry into any premises or otherwise, of the outstanding equipment or other materials.
- 10.3 The parties shall take such other action as may be specified in the relevant Statement of Work.
- 10.4 Any termination of this Agreement or any Statement of Work howsoever caused shall not affect any of the Company's or the Customer's accrued rights or liabilities arising from this Agreement or any Statement of Work.

11 LIMITS OF LIABILITY

- 11.1 In this agreement 'Default' shall mean any breach of the Company's obligations under this Agreement or any Schedule or any negligent, reckless or fraudulent act or omission by the Company, the Company's employees, agents or subcontractors in connection with or in relation to the subject matter of this Agreement (including any Schedule) and in respect of which the Company is legally liable to the Customer.
- 11.2 The Company's entire liability to the Customer and the Customer's exclusive remedies against the Company for any Default shall be set out in this clause 11. Such liability shall be limited to the following:
 - (a) For infringement of third party rights, the rights and remedies contained in clause 14.
 - (b) For direct physical damage to property a maximum liability of £500,000 per incident or series of connected incidents.
 - (c) Subject to clause 11.3, in all other cases the Company's maximum liability arising from each Default and whether arising under this Agreement, any Statement of Work, tort or in any other circumstances whatsoever, shall be limited to a amount not exceeding 100% of the total of the fees due for the calendar year in which the Default occurred.
- 11.3 Notwithstanding any other provision of this Agreement:
 - (a) neither party shall be liable for any loss of turnover, sales, revenue or profits, or any indirect, consequential or special loss suffered by the other; and
 - (b) neither party excludes or limits its liability for death or personal injury, or in respect of any circumstances in which, at law, such exclusion or limitation would not be permissible.

- 11.4 The provisions of this clause 11 will continue in force following termination of this Agreement for whatever reason.

12 LICENCE GRANT

The Company hereby grants to the Customer a non-exclusive non-transferable licence to use any materials provided as part of the Services for such period as specified in the Statement of Work for the Customer's own internal use only.

13 COPYRIGHT AND CONFIDENTIALITY

- 13.1 The copyright and all other intellectual property rights in the materials or documentation prepared by or owned by the Company shall remain vested in the Company or the Company's suppliers/licensors.
- 13.2 The Customer will keep confidential the materials and documentation described in Clause 13.1 and will not disclose the same to any third party without the Company's prior written consent.
- 13.3 Each party will keep all information obtained from the other under or in connection with this Agreement or any Statement of Work confidential and will not divulge the same to any third party without the other's prior written consent.
- 13.4 The provisions of clause 13 shall not apply to:
 - (a) any information which is or becomes in the public domain (otherwise than by breach of this agreement) or which is trivial or obvious;
 - (b) information which is in the possession of the receiving party before divulgence as aforesaid;
 - (c) information legitimately obtained from a third party;
 - (d) information a party is required by law, regulation or court order to disclose.
- 13.5 Each party will divulge confidential information only to those of its employees, agents, or sub contractors who are directly involved in the supply of Services and shall ensure that such employees, agents, or subcontractors are aware of and comply with these obligations as to confidentiality.
- 13.6 The provisions of this clause 13 will continue in force following termination of this Agreement for whatever reason.

14 COPYRIGHT INDEMNITY

In the event of any claim arising against the Customer alleging that the Services supplied by the Company hereunder infringe the intellectual property rights of any third party, the Company will indemnify the Customer against:

- (a) all reasonable costs and expenses incurred by the Customer with, where reasonably practicable, the Company's prior written consent (such consent not to be unreasonably withheld or delayed) in connection with the defence of such claim, and
 - (b) any amount paid by the Customer whether in settlement or final judgment of such claim, provided that the Company shall only be liable under this clause 14;
- provided that:
- (c) the Company receives prompt notification from the Customer of such claim;
 - (d) the Company is given sole control of the defence of the claim or proceedings arising therefrom;
 - (e) such alleged infringement did not arise as a result of any detailed instruction or design supplied by the Customer; and
 - (f) the Customer shall take all reasonable steps to mitigate its loss.

15 FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance pursuant to this Agreement including any Statement of Work to the extent such delay or failure is caused by: fire, flood, explosion, war, strike (except of its own staff), embargo, labour dispute, government requirement, civil or military authority, Act of God, nature or the public enemy, inability to secure materials, transportation facilities or circuits from telecommunications suppliers, act or omission of carriers and suppliers, acts or failure to act of any

governmental authority, any other causes beyond its reasonable control. Each party shall endeavour to give the other reasonable notice of any such delay. Should the period of force majeure continue for a consecutive period of 5 days or more, either party shall have the right to terminate the Schedule that are adversely affected as a result upon giving to the other party not less than 5 days' written notice.

16 MISCELLANEOUS PROVISIONS

- 16.1 The waiver by either party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or a different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of that Party's right to exercise the same or different rights in subsequent instances.
- 16.2 If any provision of this Agreement or any Statement of Work shall be held to be invalid or unenforceable, it shall be severed from this Agreement or Statement of Work, and the remainder of this Agreement or Statement of Work shall remain in full force and effect. However, if the provision is essential the parties shall promptly negotiate a replacement.
- 16.3 Neither this Agreement or any Statement of Work nor any of the rights granted in them may be assigned by either party without the prior written consent of the other, provided that either party may, without the consent of the other assign this Agreement and/or any Statements of Work to any other company owned or controlled by it or another member of its group. The Company may subcontract any of its rights or obligations under this Agreement or any Statement of Work without the prior written consent of the Customer.
- 16.4 Any provision of this Agreement which by its context is intended to apply after termination of this Agreement shall survive its termination.
- 16.5 The Customer will not during the term of this Agreement and for a period of 6 months after that without the Company's prior written consent, directly or indirectly solicit or offer employment or engagement to any employee of the Company who at the time of such action or during a period of 12 months immediately preceding such action was directly involved in the provision of Services to the Customer.
- 16.6 Any notices to be given under this Agreement or a ny Statement of Work shall be in writing and served on the other party at their registered office, unless either party notifies the other of a change of address for service. Service of notices must be made by facsimile transmission, in which case service shall be effective immediately upon transmission, or by first class post, in which case, service shall be effective on the second working day after posting.
- 16.7 The parties agree that this Agreement (together with any other terms and conditions expressly incorporated in any Statements of Work) represent the entire agreement between the parties and supersede all other proposals, agreements, statements, representations or warranties (whether written, e-mail or oral) made by or between the parties relating to the subject matter of the Agreement, and that no statements or representations made by either party have been relied upon by the other in agreeing to enter into the Agreement.
- 16.8 Each party unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in the Agreement (or for breach of any warranty given by the other not set out or referred to) unless such statement or warranty was made or given fraudulently.
- 16.9 In the event of conflict between the terms of this Agreement and any Statement of Work, the terms of the Statement of Work shall prevail.
- 16.10 Neither Agreement nor any Statement of Work shall create any rights that shall be enforceable by anyone (including subsidiaries of the Customer) other than the parties to the Agreement or any person to whom it is law fully assigned.

17 JURISDICTION

Any dispute or difference arising between the parties out of or in connection with this Agreement shall be governed by English Law. The parties submit to the exclusive jurisdiction of the English Courts.