

# Proposal

Work Safe at Home Video  
Coaching Subscription

Workforce Vitality Practice  
Integrated Casualty Consulting



# About Us



Willis Towers Watson

## Work Safe at Home

Because your people matter...

*You see the future. We help you get there. Managing people, risk and capital to propel the world's leading businesses forward.*

## Our Company

Willis Towers Watson (NASDAQ: WLTW) is a leading global advisory, broking and solutions company that helps clients around the world turn risk into a path for growth. With roots dating to 1828, Willis Towers Watson has 45,000 employees serving more than 140 countries and markets.

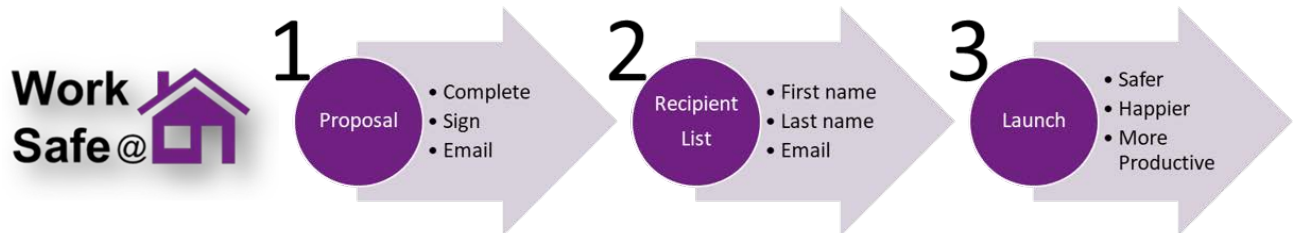
## Our Team

The Willis Towers Watson Workforce Vitality Practice exists to maximize the capability and minimize the waste of your precious human capital. We do this through our team's diverse skill sets and leveraging technology.

## Our Work Safe at Home Video Solution

More workers than ever before are working at home. Many are never coming back. How will you manage the safety and health of this growing population? We created this solution to mitigate these risks. It's packed with short videos that address the unique needs of the remote employee. It includes tips on setting up a safe and effective computer work area, strategies for developing safe work habits, stretches, and postural changes that can improve comfort and productivity. The library also contains numerous videos that address safety, health and wellness topics, and much more.

*Please click the following link to view the demonstration site for our **Work Safe at Home Video Coaching** Solution.*



# Willis Towers Watson Work Safe at Home Video Coaching Contract

Please complete the form below and return to [RiskControl@willistowerswatson.com](mailto:RiskControl@willistowerswatson.com). Fields with marked with \* are required.

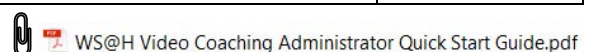
1 Client Company Information	
<b>*Your Company Name</b>	
<b>*Start Date for Launch of Video Coaching</b>	
<b>*Video Coaching Administrator Full Name</b>	
<b>*Video Coaching Administrator Email</b>	
2 Proposal Terms	
<b>Subscription</b>	Willis Towers Watson will send one email per week to your recipient list for 365 days after the start date listed above. Each email will contain a link to a selected video. Following the emailed link will provide access to the video player via the user's default browser. Users can view any videos on the player once they have followed an email link.
<b>Recipient List</b>	You will provide the initial receipt list in electronic format (*.csv, *.xlsx). You may use the file at bottom of this page. Email it to us and we will load it for you. Your Administrator (listed above) will receive rights to manage your recipient list independently after the initial loading.
<b>Viewing Limits</b>	Each individual recipient can watch any combination of videos up to a maximum total of 100 views per year. If a recipient forwards an email containing a "View Video" link to other people, any views used by the others will count against that recipient's maximum views.
<b>Usage Statistics</b>	Your Administrator (listed above) will receive rights to access real time usage statistics at both the global and individual level.

Enter the number of recipients that you require below to determine pricing. Contact [RiskControl@willistowerswatson.com](mailto:RiskControl@willistowerswatson.com) with questions.

3 Project Fees (USD), Payment Schedule & Accounts Payable Client Contact			
<b>Fees</b>	<b>*How many recipients?</b>	Cost per recipient per Year	Fixed Fee Cost per Year
<b>Payment Schedule</b>	Client will be invoiced for the fixed fee cost per year shown above on the launch start date above. Payment terms net 30 days.		
<b>*Accounts Payable Full Name</b>			
<b>*Accounts Payable Mailing Address</b>			
<b>*Accounts Payable Email</b>			

Accept this contract by printing all pages and signing or use a digital signature. Email to [RiskControl@willistowerswatson.com](mailto:RiskControl@willistowerswatson.com).

4 Proposal Acceptance			
Accepted By:	<b>*Name</b>	<b>*Signature</b>	<b>*Date</b>
<b>*Your Company</b>			
<b>Willis Towers Watson</b>			



## TERMS AND CONDITIONS

The following terms and conditions (the “Terms and Conditions”) apply to the services described in the proposal (the “Proposal”, and together with the Terms and Conditions, the “Agreement”) to which these Terms and Conditions are attached (the “Services”). For purposes of these Terms and Conditions, the terms “Willis Towers Watson,” “we” and “our” refers to Willis Americas Administration, Inc., and the terms “Client,” “you” or “your” refers to the company listed on page 2 above in section 1 Client Company Information.

In consideration for the Services provided to you by Willis Towers Watson, you will provide us with, and we will rely on, the written facts, information and direction your authorized representatives give to us.

You represent and warrant that the facts, information and direction you provide us with are accurate so we may provide you with the Services described herein.

You shall notify us immediately of any changes in your business operations that may affect our Services.

It is agreed and understood that Willis Towers Watson’s relationship to you is that of an independent contractor and not that of employee or agent. Willis Towers Watson will have no authority to bind you. In exchange for the Services, as described in the Proposal, you will pay Willis Towers Watson the fee amount according to the prescribed payment schedule.

**Term/Termination:** This Agreement shall begin on the date of acceptance of the Proposal and shall continue in force for one year from the date hereof, unless earlier terminated in accordance with this Agreement.

**Termination without cause:** Either party may terminate this Agreement without cause by delivering to the other party written notice of termination at least thirty (30) days prior to the date of termination specified in such notice.

**Termination for cause:** Either party may terminate this Agreement immediately upon written notice to the other party that the actions or inactions of the notified party constitute “cause” for termination. As used herein, the term “cause” refers to the deliberate refusal by a party to perform its material duties/responsibilities hereunder, negligence by a party in performing material duties/responsibilities hereunder, breach of the material provisions herein by a party, or acts of willful or gross misconduct by a party.

**Effect of Termination:** Termination of this Agreement shall not relieve the Client of its payment obligations to Willis Towers Watson for consulting services rendered by Willis Towers Watson prior to the date of termination.

### Ownership:

You will 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 we produce (the “Work Product”) for internal purposes within your organization. We will 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 Conditions, as if it were a party to them, and you remain responsible for such compliance.

You will not refer to us or include any of the 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. **Indemnification/Limitation of Liability:** Client shall indemnify Willis Towers Watson, and hold Willis Towers Watson harmless against any and all claims by third

parties for losses, damages or liabilities, including reasonable attorney's fees and expenses, ("Losses") arising in any manner out of, in connection with, or in any way related to this Agreement, unless it is finally judicially determined that such Losses resulted from the gross negligence or willful misconduct of Willis Towers Watson. Willis Towers Watson shall not be liable under this Agreement to Client or their respective successors, assigns or affiliates except to the extent such breach or failure is due to Willis Towers Watson's gross negligence or willful misconduct. For any claim arising out of the Agreement, whether such claim is based in contract or in tort, the aggregate liability of Willis Towers Watson for any such claim shall be limited to the amount of remuneration (including fees and/or commissions) that Willis receives for providing services pursuant to this Agreement. The provisions of this paragraph will survive termination of this Agreement and shall apply to any controlling person, director, officer, employee or affiliate of Willis Towers Watson.

In no event shall Willis Towers Watson and its respective employees, directors, officers, agents and subcontractors 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 such liability may not be excluded as a matter of law.

Where Willis Towers Watson is found to be jointly liable to you with another party, Willis Towers Watson will to the extent permitted by law only be liable for those losses that correspond directly with Willis Towers Watson's share of responsibility for the Losses.

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.

**Confidentiality:** Both parties shall maintain in confidence all documents, materials and other information (collectively the "confidential information") which it obtains regarding the other party hereto in connection with this Agreement. For purposes below, the "disclosing party" shall be the owner of the confidential information which discloses same and the "receiving party" shall be the party receiving the confidential information of the disclosing party. However, confidential information shall not include any information which: (a) is generally known to the public and did not become so known through unauthorized disclosure by the receiving party; (b) is lawfully acquired by a party from sources other than sources acquired in connection with the transactions contemplated by this Agreement; (c) is required to be disclosed under the provisions of any foreign, federal, state or local statute or regulation, board or commission thereof; or (d) is required to be disclosed by a rule or order of any court of competent jurisdiction. If access to any of the confidential information is sought by a third party, the receiving party will promptly notify the disclosing party of such action, will use its best efforts to minimize such disclosure and will consult with and assist the disclosing party in obtaining a protective order prior to such disclosure, at the disclosing party's sole cost and expense. The parties agree that any breach of the covenants and agreements contained in this paragraph may result in irreparable injury to the non-breaching party for which money damages could not be adequate compensation. Accordingly, such non-breaching party shall be entitled (in addition to any other rights and remedies it may have at law and in equity) to an injunction prohibiting any breach of the covenants and agreements contained herein or preventing the other party from failing to comply or continuing to fail to comply with the provisions herein.

**Governing Law:** This Agreement is entered into in the State of New York and shall be governed and interpreted in accordance with the laws of that state applicable to contracts executed, delivered and performed therein. To the extent that the initiation of judicial proceedings are permitted under the terms of this Agreement, such proceedings shall be initiated in any state or federal court of competent jurisdiction located in the State of New York.

Notices:

Any notices to be delivered by one party to the other shall be sent to the addresses listed below:

To Willis Towers Watson:

Work from Home Video Coaching Administrator  
Willis Group, Hearst Tower  
214 North Tryon Street, Suite 2500  
Charlotte, NC 28202

To Client:

To the email address of the Client's "Work Safe at Home Video Coaching Administrator" filled in on the proposal form, section 1 Client Contact Information.

Disclaimer: The parties acknowledge that the Services and Work Product are solely in the nature of advisory services conducted to assist Client in assessing the risk management program and alternatives of Client. Willis Towers Watson does not insure, warrant or guarantee that its analysis of the Client's program will be an exhaustive analysis or that any or all of the alternatives Willis Towers Watson identifies would be preferable to Client's existing program.

Entire Agreement/Miscellaneous: This document, together with its reference attachments, constitutes the entire agreement of the parties and supersedes and supplants all prior agreements between the parties, both written and oral, except the extent otherwise stated in this Agreement. This Agreement may only be modified in writing, signed by authorized representatives of each party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns from and after the date hereof. This Agreement may not be assigned by either party, except as otherwise stated herein or as mutually agreed to by the parties in a subsequent signed writing. The captions which appear at the beginning of each provision are for ease of reference only and shall not affect the interpretation of this Agreement.