

Willis Towers Watson Romania Broker de Asigurare S.R.L.

General Terms of Business Agreement

March 2024

wtwco.com

Scope and Application

The purpose of this document is to describe our professional relationship and the services we will provide to you (except for services, if any, which we are providing under the terms of a separate written agreement executed by you and us).

Your direction to seek a quotation, bind coverage and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this document.

In this document "Willis Towers Watson", "we", "us" and "our" means Willis Towers Watson Romania-Broker de Asigurare Reasigurare S.R.L. Also, "insurance" includes "reinsurance" and "insurers" includes "reinsurers".

Willis Towers Watson Romania-Broker de Asigurare Reasigurare S.R.L. is a Romanian limited liability company, having its registered office at Metropolis Center, Corpus B, Floor 1, 89-97 Grigore Alexandrescu Street, District 1, Bucharest, Romania, registered with the Romanian Trade Registry under number J40/9647/ 19.11.1996, having the sole registration code 8971653.

Willis Towers Watson Romania-Broker de Asigurare Reasigurare S.R.L. is authorised by the Romanian Financial Supervisory Authority ("FSA") in accordance with Law no. 236/2018 on the distribution of insurance regulating the distribution activity of insurance and reinsurance products and the supervision of insurance and reinsurance intermediaries ("Law 236/2018"), as subsequently amended and/or supplemented, and has the registration number in the FSA Brokers Registry RBK-052/ 21.11.2001.

You should read this document carefully for as well as setting out the terms of our relationship it contains details of our regulatory and statutory responsibilities.

We particularly draw your attention to the following sections:

- Your Responsibilities;
- Our Remuneration;
- Client Money Disclosures;

- Conflicts of Interest; and
- Complaints.

This document takes effect from 1 March 2024 or whenever it is received (whichever is the later) and supersedes any terms of business agreement that may have been previously sent to you by us.

You should contact us if there is anything in this document which you do not understand or with which you disagree.

Introduction and Status Disclosure

We are a leading insurance intermediary and risk management consultancy. We are authorised and regulated in Romania by the FSA in accordance with Law **236/2018** and the FSA Norm no. 22/2021 on the distribution of insurance (**"FSA Norm 22/2021**"). You may verify our authorisation status on the website of the FSA at <u>http://asfromania.ro/</u>.

Our ultimate parent is Willis Towers Watson PLC, a company incorporated in the Republic of Ireland and listed on NASDAQ. In this document, Willis Towers Watson PLC, its subsidiary and joint venture companies are each referred to as a "Willis Towers Watson Company" and collectively as "Willis Towers Watson Companies".

We offer insurance intermediary and/or transactional and/or advisory services for your insurance requirements over a wide range of general insurance products.

We are committed to acting in your best interests at all times in providing services to you.

As an insurance intermediary, we normally act for you, and we recommend and arrange insurance with one or more insurers selected from a limited range or a pre-determined panel of insurers, according to the nature of the product required. However, we sometimes act as agent of insurers in relation to the coverage proposed, or insurers may have outsourced to us certain work related to the administration of your contract. We will disclose to you where we act as agent of insurers or provide services to insurers when providing you with information on the coverage proposed.



We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Core Services Provided

Negotiation and Placing

We will discuss with you or your representatives your insurance requirements, including the scope of cover sought, limits to be sought and cost. Upon receipt of your instructions, whether written or oral, we will endeavour to satisfy your insurance requirements.

We will provide you with information about the insurance cover we recommend to you to enable you to decide whether to accept the insurance cover available. We will advise on market structures available to meet your demands and needs and, where appropriate, the relative merits of a single insurer or a multiple insurer placement. As your insurance intermediary we will answer any questions you may have on the proposed cover, its benefits, placement structure, restrictions, exclusions and conditions. You will be responsible for reviewing information on the insurance coverage recommended to you. If the coverage and terms do not accord with your instructions you should advise us immediately. We shall automatically provide you with details of all the insurer quotations we recommend.

During the course of the placement of your insurance we will endeavour to keep you informed of the progress of our negotiations and identify any inability to obtain the coverage sought by you. We will use reasonable endeavours to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate).

You are responsible for reviewing the documentation we send you confirming that you have coverage with insurers to ensure that it is in accordance with your instructions and your needs. If you have any questions about the coverage, limits or other terms and conditions, or concerns that we have not implemented your instructions correctly, please contact us immediately.

Further, you should review the insurance premium payment terms we advise you. All premium payment terms must be met on time or your insurers may have the right to effect a notice of suspension or termination of the insurance policy pursuant to the terms and conditions provided thereto for non-payment of premium. We shall also advise of any charges and/or costs additional to the insurance premium.

We will forward any contract documents, if applicable, and any amendments or endorsements to your contract as soon as reasonably practicable.

Electronic Trading Facilities

For some markets and some types of risk, electronic trading facilities are available for both the placing and administration (including claims handling) of cover placed on your behalf. Generally speaking, for us to use such facilities, we are obliged to agree the terms and conditions required by the electronic facility provider, as are all users of the system. Agreement by us of such terms will also bind any client on whose behalf we are acting when using such a facility. It is sometimes the case that such terms and conditions alter the usual legal position as to ownership and permitted usage of information and documents submitted to or generated by the facility. Please speak to your Willis Towers Watson Account Executive for further information as to whether any such electronic facilities are used on your behalf in placing or administering your business.

Insurers

We assess the financial soundness of the proposed insurers we recommend for your requirements using public information including that produced by recognised rating agencies. However, we will not in any circumstances act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer. As a consequence, the suitability of any insurer rests with you and we will discuss with you any concerns you may have.

If requested, we will make available to you factual analysis prepared by the Willis Towers Watson Market Security Department in respect of insurers proposed to be used for your requirements. Further, we can consider market security enquiries on an ad hoc basis which



may be subject to the agreement of additional remuneration.

We also produce the Willis Towers Watson Quality Index ("WQI"), an index through which we capture, analyse and score many insurers based on a wide range of service attributes. We will make available WQI scores relating to your placement to you on request.

Before concluding the insurance contract, we will provide you with specific information regarding the proposed insurers, in accordance with the applicable Romanian legal provisions including, but not limited to Law 236/2018 and FSA Norm 22/2021 regarding the information which shall be provided to clients by insurers and insurance intermediaries, and other elements that the insurance contract must contain, as subsequently amended and supplemented.

Claims

We will provide claims handling services for the period of our appointment. These services can be continued beyond that point by mutual agreement but will be subject to additional remuneration, which will be agreed with you in advance.

Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers, the communication of reports and correspondence in connection with the claim between appropriate parties, and arranging the collection and/or settlement of the claim in accordance with market practice and the terms and conditions of your contract. Our claim handling services will not be provided in the event that claims are to be dealt with by you with insurers directly and furthermore, unless agreed otherwise, our claims handling services do not include the services provided by our insurance claims advocates (see below). We may use third party claims handling services, however, where we intend to do so we shall inform you prior to the inception of the insurance contract.

Where claims are not straightforward or where the complexities of cover or the technical nature of the subject matter cause difficulty in progressing a claim, we have a team of insurance claims advocates who are experienced in negotiating difficult or complex claims, and managing the settlement process. If you wish to avail yourself of the services of our insurance claims advocates, please note that we reserve the right to charge additional remuneration, which will be agreed with you in advance.

Additional Services

If requested, available and appropriate we may agree to provide you with a number of additional services which fall outside our core service provision. Such services, whether or not they are listed in any Client Service Plan, may be subject to the agreement of additional remuneration.

Electronic Communications

We may communicate with each other, and with other parties with whom we need to communicate in order to provide services to you, by electronic mail, sometimes attaching further electronic data. By engaging in this method of communication we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).

Notwithstanding that we have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and the Willis Towers Watson system shall be deemed the definitive record of electronic communications and documentation.

You should also be aware that Willis Towers Watson's systems security devices block certain file extensions, including but not limited to: .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, and .mpg. Emails attaching such files will not get through to us and no message will be sent to tell you they have been blocked.



Our Remuneration

Our remuneration for the services we provide you will be either brokerage, which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom your insurance contract is placed; a fee as agreed with you, and/or Market Derived Income. If appropriate, and with your consent, we may receive a fee and brokerage. Upon your express request, we will provide you with a detailed list of all the cost and/or fees charged by us.

Brokerage and fees are ordinarily earned for the period of the contract at inception, and unless otherwise agreed with you, we will retain all fees and brokerage in respect of the full period of the contract in relation to contracts placed by us including in circumstances where your insurance contract has been terminated and your insurers have returned prorated net premium.

Consistent with long-established market practice, we will deduct our brokerage and other commissions from the premium once received.

We shall fully disclose the form of compensation we will earn before insurance is purchased.

It may, at times, be appropriate (and for your benefit) for us to use other parties such as wholesale brokers, excess and surplus lines brokers, underwriting managers, managing general agents or reinsurance intermediaries. These parties may also earn and retain commissions for their role in providing products and services for you. If any such parties are Willis Towers Watson Companies, we will disclose the form of compensation they will earn before insurance is purchased.

Placement-Specific Market-Derived Income

We or other Willis Towers Watson Companies have contracts with various insurers under which we provide certain services, such as those under binding authorities, managing general agency and lineslip arrangements (for example, providing statements of the business accepted and the issuance of certificates of insurance cover).

We may also provide reinsurance broking services for insurers. We may also enter into

service agreements with certain insurers in order to assist the development of insurance products for our clients.

In certain lines of property and casualty business, we may provide risk engineering services for insurers. Although any risk engineering reports are usually prepared for and paid for by insurers and may therefore contain findings which have an impact on the risk profile being considered, we will discuss and share any reports with you. Any reliance that you place on these reports is subject to these terms and conditions.

Under these arrangements we may be paid by the insurers for the services we provide to them in addition to any fees or commissions we may receive from you for placing your insurance cover. These arrangements include Contingent Compensation:

Contingent Compensation

Willis Towers Watson may accept certain forms of contingent compensation in locations where they are legally permissible and meet standards and controls to address conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price our clients pay for their policies is not affected whether Willis Towers Watson accepts contingent payments or not. If a Willis Towers Watson client prefers that we not accept contingent compensation related to their account, we will request that the client's insurer(s) exclude that client's business from their contingent payment calculations.

Limit of Liability

Willis Towers Watson's and/or its affiliates' aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the services provided hereunder shall be limited as follows:

- (i) in respect of personal injury or death caused by Willis Towers Watson's negligence, no limit shall apply;
- (ii) in respect of any fraudulent acts (including theft or conversion) or wilful default by Willis Towers Watson, no limit shall apply;



- (iii) in respect of other claims, the total aggregate liability of Willis Towers Watson shall be limited to the sum of US\$10 million; and
- (iv) subject to clauses (i) and (ii) above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any indirect or consequential loss, Willis Towers Watson will have no liability in any circumstances.

Your Responsibilities

Proposal Forms

For certain classes of insurance you may be required to complete a proposal form or similar document. We will provide guidance but we are not able to complete the document for you.

Disclosure of Information

Our objective is to obtain the best product we can identify in order to meet your insurance needs. In order to make our business relationship work, you must provide complete and accurate information and instructions in a timely manner, so that we can assist you fully. Please bear in mind that insurers are not always obliged to make enquiries of you. Indeed, you are under a duty to make full disclosure of all material facts, including all information which is material to the coverage requirements or which might influence insurers in deciding to accept your business, finalising the terms to apply and/or the cost of cover and also to respond fully and frankly to any requests for information (for example in proposal forms) made by insurers.

Failure to make full disclosure of material facts may allow insurers to avoid liability for a particular claim or to void the contract. Where applicable, this duty of disclosure applies equally at renewal of the contracts and on taking out new insurance contracts. We will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information, or any misrepresentation made by you (or your employees or their dependants).

Please discuss with us if you have any doubts about what is material or have any concerns

that we may not have material information, or have any doubt about what the applicable duty of disclosure is. We will work on the assumption that you have full authority to supply us with all such information in the manner and for the purposes contemplated by this Agreement, but you should advise us immediately should that not be the case.

Choice of Insurers

If you have any concerns with any insurers chosen for your insurance requirements you must advise us as soon as possible.

Your Insurance Contract

Although we will check the contract documents we send you, you are responsible for reviewing your contract to ensure that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to any contract conditions, warranties and the claims notification provisions as failure to comply may invalidate your coverage. If there are any discrepancies you should consult us immediately.

Claims

It is generally the case that claims may become unenforceable by way of legal proceedings or completely extinguished, if they are not pursued by legal proceedings commenced within the relevant limitation period applying to your claim. As we are not lawyers, we do not advise on the legal implications of failure to collect and we will not commence legal proceedings or enter into standstill/tolling agreements in order to suspend the application of relevant limitation periods on your behalf. On these issues we recommend you take your own legal advice. It therefore remains your responsibility to monitor the position on limitation periods applying to your claims and to commence legal proceedings in relation to your claims where this is necessary.

Therefore, please carefully consider any claims reporting instructions we provide to you because failure to report a claim in a proper and timely manner may jeopardise coverage of the claim. In addition, you should retain copies of all insurance contracts and coverage documents as well as claims reporting instructions, as you may need to report claims after the termination of a contract, perhaps long after its expiry date.



It is important, therefore, that you keep your contract documents in a safe place.

Change in Circumstances

You must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance contract.

Provision of Information and Intellectual Property

"Intellectual Property" – shall mean any data, patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, metatag, knowhow, methodologies, concepts, technique, report, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world.

The ownership of the Intellectual Property of you or us (where created before the date of this Agreement) is unchanged by this Agreement.

Whilst you shall retain ownership of all physical (re)insurance contract documents, slips and any other documents created by us in the performance of the Services ("**Placing Documents**"), ownership of all Intellectual Property Rights in any Placing Documents shall vest in and remain with us. We hereby grant you a non-exclusive, perpetual, royalty-free licence to use and reproduce the Placing Documents for your own internal business purposes.

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.

Payment of Premium

You will provide settlement with cleared funds of all monies due in accordance with the payment date(s) specified in our debit note, insurance contract, cover note, insurance slip, or other relevant payment documentation ("**Payment Date**"). Failure to meet the Payment Date may lead to insurers cancelling your contract, particularly where payment is a condition or warranty of a contract. It is imperative that you meet all payment dates. We are under no obligation to pay premium to insurers on your behalf.

In accordance with Romanian legal provisions and based on the powers granted to us by the insurer, we are permitted to collect premium from the insured and transfer such premiums to the insurer. You agree to us collecting premium on behalf of the insurer and transferring such premium on your behalf to the insurer. Your premium shall be considered paid to the insurer upon payment of the same to us.

Client Money Disclosures

Where we have specifically agreed to pay premium to insurers on your behalf, we will not do so until we have received it from you, nor will we pay claims or other monies due to you before they have been received from insurers (or other relevant third parties). However, in the event that we make any payment on your behalf or make any payment to you prior to our being in receipt of relevant funds from either yourself, insurers or other third parties, we shall be entitled, without prejudice to any other remedy available, to recover that amount by way of deducting that sum from any amount due to you, whether on the insurance upon which we have made payment to you or on your behalf, or on any other insurance we handle for you.

We will treat any balances held by us for you in accordance with our practices. This means that client money will be held separately from our own money. Please note that your money may be transferred to another person or party in another jurisdiction (such as another insurance intermediary or another Willis Towers Watson Company) where such transfer is required in order to carry out services for you.



Data Protection and Confidentiality

Where this section uses a term which is defined in the General Data Protection Regulation (Regulation (EU) 2016/679) ("Regulation"), then the definition set out in the Regulation shall apply.

We will at all times treat all confidential information we hold about you as private and confidential and protect it in the same way we would protect our own confidential information and use that information in the ways contemplated by this Agreement. The provisions of this section supersede and extinguish any prior agreement in relation to data protection and/or confidentiality. For the avoidance of any doubt, where you have not yet appointed us as your broker, but in contemplation of such a possible appointment you pass to us information which is proprietary and/or confidential to you, the provisions of this section shall apply as regards such information.

We will not disclose any confidential information we hold about you to others without your prior consent except:

- to the extent we are required to do so by law or where requested or required to do so by a regulator;
- to insurers, surveyors, loss adjustors, IT service providers, administrative support service providers, and other like persons to the extent necessary to provide our services to you in a timely manner;
- to loss assessors, lawyers, and other like persons to the extent necessary to enable such third parties to provide information or services you have requested; and
- (iv) to other Willis Towers Watson Companies to the extent necessary to facilitate the effective management, administration and/or operation of our services.

By way of exception to the foregoing, you agree that we may:

 use any information you provide (whether personal data or otherwise) to create anonymised industry or sector-wide statistics which may be shared with third parties, on the condition that unless we have obtained your consent, information confidential to you will not be revealed other than on an anonymised basis;

- (ii) share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio (remuneration Willis Towers Watson receives for administering such arrangements (also known as a "Facility" or "Portfolio Transfer"));
- collect and use your risk, loss, reserve and claims data in the creation, marketing and commercial exploitation of loss databases, analytical or statistical reports, models and tools, (re)insurance and capital markets products, (any of which may or may not be used in the Services provided to you or in services provided to third parties);
- (iv) use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients: (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients. Because Willis Towers Watson provides these services on behalf of our insurer clients we will receive remuneration from our insurer clients in the ordinary course of placing and servicing such reinsurance.

You agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.

If you provide us with, or make available to us, any information which constitutes 'personal data' (including any 'sensitive personal data' or 'Special Category' data), we will treat such



Page 7 of 11

information at all times in accordance with any applicable data protection legislation and the Regulation in the manner described within our privacy notice, which can be found online at <u>https://www.wtwco.com/ro-ro</u>

You agree that we and other Willis Towers Watson Companies may hold and process such information:

- (i) in order to provide our services to you;
- to facilitate the effective management, development or operation of the Willis Towers Watson Companies;
- (iii) in any country including countries outside the European Economic Area, which may not have comparable data protection laws; and
- (iv) to comply with applicable laws, prevent and detect fraud and financial crimes, including money laundering and terrorist financing, and cooperate with regulators where appropriate, as outlined in the Willis Towers Watson Privacy Notice, which can be found online at https://www.wtwco.com/ro-ro

You will ensure that all personal data has been collected and provided to us in compliance with the Regulation and all other applicable laws and, where required by law, you will obtain data subjects' consent prior to providing personal data to us. You will notify data subjects of the fact that their personal data (including sensitive personal data and 'Special Category' data) will be provided to us, and the purposes for which we will use such data and obtain their explicit consent to us processing such sensitive personal data and 'Special Category' data.

You will ensure that all personal data provided to us is accurate and, where appropriate, kept up to date, and will notify us if you become aware that such data is inaccurate.

You will provide us with reasonable assistance, upon request, in dealing with any requests, inquiries or complaints that we receive from data subjects and/or supervisory authorities in relation to any personal data processed under this Agreement.

Ethical Business Practice

We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, rules, regulations and accounting standards. We also shall not take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any applicable tax evasion facilitation legislation.

Sanctions

The sanctions profile of different business(es) may differ on the basis of a number of complex factors, which may include, ownership, structure, control, location, the nationality of We employees. are unable in any circumstances to give advice on the applicability of sanctions regimes either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions regimes. As a consequence you are reminded that applicable sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard. You should inform us of any insurance requirements you have which touch upon or are linked to sanctioned territories.

We will comply with all applicable sanctions regimes and legislation (whether currently existing or implemented in the future) and you are advised that where obliged by applicable sanctions legislation we may have to take certain actions which include but may not be limited to the freezing of funds held on behalf of parties and individuals caught under applicable sanctions. We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policy restrictions and constraints.

The applicability of Export Control legislation to certain transactions may differ on the basis of a number of complex factors and our obligations may be different from yours depending on the nature of the insurance, structure of the product and place of incorporation of the insured or geographical cover provided. The nature of risks insured may also have a bearing on our position and the position of other parties within the market. We cannot provide you with legal advice however we advise that where we are required to make licence applications or



notifications or undertake any other activity as a matter of law Willis Towers Watson will comply with applicable law.

Conflicts of Interest

Circumstances may arise where we may find we have a conflict of interest or otherwise have a material interest in or related to a matter in respect of which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster, or, we may find that the interests of two of the clients for whom we act conflict.

We have conflict management procedures and we seek to avoid conflicts of interest but where a conflict is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests; and, if a conflict arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.

Complaints

Our Complaints Procedure can be found at <u>https://www.wtwco.com/ro-</u>ro/notices/solutionare-petitii

Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact us on +40 21 231 91 69.

We will advise you of the person dealing with your complaint and we will send you a copy of our complaints procedure. In accordance with FSA Norm 18/2017 regulating the procedure for resolution of complaints relating to the activity of insurers and insurance brokers, we will answer your complaint directly addressed to us within 30 days from its registration. Your complaint may be sent to us by regular mail to registered office address or by electronic mail at

WTW-RO.Secretariat@willistowerswatson.com

If you are not happy with the response to your complaint and are an eligible complainant you have the right to refer your complaint to the FSA or to the competent Romanian court of law.

The FSA Regulation 4/2016 allows you to use the proceedings for alternative dispute resolution within the FSA.

You are also able to call Willis Towers Watson to comment upon our service. The freephone number allowing you to do so can be found on our website.

https://www.wtwco.com/ro-ro

If our response to your complaint is not satisfactory to you then you may also contact: the Romanian Financial Supervisory Authority the following address: 15 Splaiul at District 050092. Independentei, 5.Code Bucharest, email: office@asfromania.ro. You may find further details regarding insurance intermediation activity in Romania on the website of the Romanian Financial Supervisory Authority: http://asfromania.ro/en/.

Termination

Our services may be terminated either by us or you upon the giving of one month's notice in writing to the other or as otherwise agreed. In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage payable (whether or not the same have been received by us) in relation to contracts placed by us.

Amendments

You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised Terms of Business Agreement. Any amendment will apply with immediate effect in relation to any new insurance placement and in respect of any services provided by us in relation to existing placements on or after the tenth business day following notice of the amendment being sent to you, or at such later date as the notice may specify.



Entire Agreement

This document and any amendment constitute the entire terms on which we will provide general insurance business with you and no alternative will have effect unless issued or agreed by us in writing.

Money Laundering and Proceeds of Crime

То comply applicable with anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other Willis Towers Watson Companies and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilise the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

Third Party Rights

Unless otherwise agreed between us in writing no term of this Agreement is intended to be enforceable by any third party except by Willis Towers Watson Companies.

Governing Law

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with Romanian law and any dispute arising under it shall be subject to the exclusive jurisdiction of the Romanian courts.

Date: March 2024

Willis Towers Watson Romania – Broker de Asigurare-Reasigurare SRL

Metropolis Center Corpus B Floor 1 89-97 Grigore Alexandrescu Street District 1 Bucharest Romania

+40 21 231 91 69

https://www.wtwco.com/ro-ro



About WTW

At WTW (NASDAQ: WTW), we provide data-driven, insight-led solutions in the areas of people, risk and capital. Leveraging the global view and local expertise of our colleagues serving 140 countries and markets, we help you sharpen your strategy, enhance organisational resilience, motivate your workforce and maximise performance. Working shoulder to shoulder with you, we uncover opportunities for sustainable success — and provide perspective that moves you. Learn more at wtwco.com.

