



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meeting

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Barth R. Cotner, Committee Chairman

Monday, October 14, 2019

Council Chambers

FINANCE AND ADMINISTRATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. Finance and Administration Committee – Committee Meeting – September 23, 2019

4. NEW LEGISLATION/DISCUSSION ITEMS

A. AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH EQUIVANT FOR COURTVIEW SOFTWARE, TO WAIVE COMPETITIVE BIDDING, APPROPRIATE FUNDS, AND DECLARING AND EMERGENCY

5. LEGISLATION FOR THIRD READING

A. AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A 36-MONTH CONTRACT FOR AUTOMATION OF PAYROLL TIME KEEPING AND ATTENDANCE WITH NOVATIME TECHNOLOGY, INC. (SECOND READING 9/23/2019).

- B. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH MUTUAL OF OMAHA FOR EMPLOYEE LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY AND LONG TERM DISABILITY INSURANCE FOR THE PERIOD OF JANUARY 1, 2020 THROUGH JANUARY 1, 2022 (SECOND READING 9/23/2019).

MINUTES COMMITTEE MEETING
 REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
 September 23, 2019

Chairman Barth R. Cotner called the meeting to order at 8:00 PM

Call to Order - Roll Call

PRESENT: Clemens, Cotner, Luzader, Spalding

ABSENT:

Approval of Agenda

Approval of Minutes

a. Finance and Administration Committee – Committee Meeting – September 9, 2019

RESULT: ACCEPTED

LEGISLATION FOR EMERGENCY ADOPTION

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

RESULT: REFERRED TO COUNCIL [UNANIMOUS] Next: 9/23/2019 7:35 PM
SECONDER: Marshall Spalding, Ward 3 Councilmember
AYES: Clemens, Cotner, Luzader, Spalding

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, DECLARING AN EMERGENCY. AND DECLARING AN EMERGENCY

RESULT: REFERRED TO COUNCIL [UNANIMOUS] Next: 9/23/2019 7:35 PM
SECONDER: Brett Luzader, Ward 2 Councilmember
AYES: Clemens, Cotner, Luzader, Spalding

LEGISLATION FOR SECOND READING

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A 36-MONTH CONTRACT FOR AUTOMATION OF PAYROLL TIME KEEPING AND ATTENDANCE WITH NOVATIME TECHNOLOGY, INC --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Sep 23, 2019 7:33 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
 September 23, 2019

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/23/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH MUTUAL OF OMAHA FOR EMPLOYEE LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY AND LONG TERM DISABILITY INSURANCE FOR THE PERIOD OF JANUARY 1, 2020 THROUGH JANUARY 1, 2022 --- Cotner. .

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/23/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR THIRD READING

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH VIEWPOINT CLOUD SOLUTIONS FOR THE PURCHASE OF NEW PERMITTING SOFTWARE AND RELATED SERVICES --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/23/2019 7:35 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

Minutes Acceptance: Minutes of Sep 23, 2019 7:33 PM (Approval of Minutes)

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **October 14, 2019**

TO: **Finance and Administration Committee**

RE: Authorizing the Mayor to enter into a contract with Equivant 4825 Higbee Ave. N. W., Canton OH 44178 for Courtview Software, Software Maintenance and Professional Services for the Clerk of Courts office, waive competitive bidding and declaring it an emergency.

Authorizing the Mayor to enter into a contract with Equivant for Courtview Software, Software Maintenance and Professional Services, waiving competitive bidding and declaring it an emergency.

Requesting \$56,921.18 from the unappropriated Computer Need Funds 211 and appropriate \$56,921.18 to the Other Equipment Account 211-000-5639 and declaring it an emergency

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Reason For Emergency: Financial needs of the City's government

WHEREAS, the Clerk of Court has been advised that Equivant will no longer provide support for the City's existing Courtview Software System; and

WHEREAS, the Clerk of Court has determined that the Courtview software system is the optimum system and recommends that the City upgrade to Equivant's current system and contract for the ongoing support and upgrade of that new system; and

WHEREAS, the cost to convert to the newest version of Courtview software is \$56,921.18;

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

and

WHEREAS, the Clerk of Court requests that Council waive the competitive bidding process as the software product is efficient and functional for the City that is currently being utilized; and

WHEREAS, the Clerk of Court is requesting this legislation be declared an emergency in order to transfer the system prior to the end of the year when support for the service terminates.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a contract with Equivant for an upgrade of the City's existing Courtview Software.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

SECTION 2. That \$56,921.18 be unappropriated from the Computerized Needs (Court) Fund and appropriated to Other Equipment account 211-000-5639.

SECTION 3. That Council hereby waive the competitive bidding process as this software is an upgrade of existing software.

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to allow the purchase in a timely manner in order for a complete conversion by the end of 2019; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



Attachment A-1

Quote

To: Leslie Clark, Clerk of Court
 Reynoldsburg Mayor's Court
 7232 E. Main Street
 Reynoldsburg, Ohio 43068
 (614) 322-6804
lclark@ci.reynoldsburg.oh.us

Quote: REYNOLOH20181031
 Date: October 3, 2019
 Valid through: January 1, 2020

Project: CourtView3 Implementation (Migration from CourtTRAC)

Item	Qty.	Unit Price	Total
SOFTWARE			
1.1 CourtView CMS License (Concurrent Users)	5	\$4,500.00	\$22,500.00
1.2 CourtView CMS License Discount (Credit for GBS licenses previously purchased)	1	100%	(\$22,500.00)
1.3 Crystal Reports Server, OEM Edition Business Objects License	1	\$2,679.00	\$2,679.00
1.4 Crystal Reports Server, OEM Edition Business Objects License Discount	1	30%	(\$803.70)
Net Software			\$1,875.30
SOFTWARE MAINTENANCE			
2.1 Software Maintenance and Support (First year - no uplift from current M&S)	1	\$5,910.00	\$5,910.00
2.2 Crystal Reports Server Maintenance - Software Updates Only (First Year)	1	\$589.38	\$589.38
Net Software Maintenance			\$6,499.38
PROFESSIONAL SERVICES			
4.1 Project Management	1	\$6,240.00	\$6,240.00
4.2 Software Installation	1	\$4,680.00	\$4,680.00
4.3 Software Configuration	1	\$7,800.00	\$7,800.00
4.4 Data Conversion (CourtTRAC to CourtView 3)	1	\$24,375.00	\$24,375.00
4.5 Training	1	\$17,160.00	\$17,160.00
4.6 Go-Live Support	1	\$6,240.00	\$6,240.00
4.7 Services Discount	1	30%	(\$19,948.50)
Subtotal, Professional Services			\$46,546.50
Estimated Travel Costs			\$2,000.00
Net Professional Services			\$48,546.50
Estimated Baseline Project Total, excluding applicable taxes			\$56,921.18

Scope of Work

- equivalent will provide project management services to schedule and coordinate the work to be performed by equivalent.
- equivalent will provide software installation services to install the Software in one none production and one production environment at Customer premise. The installed Software will be pre-configured for the standard Ohio Mayor's Court configuration. This configuration will include the standard Ohio statute codes, equivalent standard Ohio Mayor's Court form templates, and equivalent Ohio Mayor's Court standard order templates.
- equivalent will provide software configuration services to configure the software.
- equivalent will provide data conversion services convert the data from the legacy GBS CourTrac CMS to the CourtView CMS using the standard equivalent conversion methodology.
- equivalent will provide standard CourtView Ohio Mayor's Court training.
- equivalent will provide Go-live support.

Attachment: Courtview Contract (Contract and Appropriation for CourtView Software for Clerk of Courts)

Notes

- 1 A contract, including License, Software Maintenance and Professional Services Agreements must be signed and returned with the signed quote for activation of license(s), maintenance and scheduling of the project work.
- 2 Delivery will be scheduled for the first available date at which equivalent and Customer resources are jointly available. Should rescheduling be necessitated for any reason, the next available date at which equivalent and Customer resources are both available will be scheduled.
- 3 Professional Services are quoted at a firm fixed price, but the level of effort is limited to up to 11 training days, up to 32 hours go-live support. For those items for which the level of effort is limited, actual effort, costs and expenses may be less than or greater than those quoted. Customer shall have no obligation to pay equivalent more than the quoted firm fixed price. equivalent shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted firm fixed price, even if the services for which the level of effort is limited have not been completed or the deliverables delivered, or the results expected by the Customer have not been achieved. The parties may by mutual, written agreement, increase the level of effort and quoted price. Changes in scope will require a change order to increase the firm fixed price based upon the additional level of effort required.
- 4 Delays caused by Customer site or configuration issues may require rescheduling and/or Change Order for additional services and related travel costs.
- 5 If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.
- 6 equivalent will invoice monthly as follows:
 - Project management services will be invoiced at the end of the first month in which project management services are provided.
 - Software Installation will be invoiced at 75% the end of the month in which the CourtView application is installed in the non production environment and 25% at the end of the month in which the CourtView application is installed in the production environment.
 - Software configuration will be invoiced at the end of the month in which the Customer's ordinances are loaded into the hosted environment.
 - Data Conversion services will be invoiced at the end of the month in which the second mock run is completed (50%) and at the end of the month in which the go-live conversion is completed (50%).
 - Training will be invoiced at the end of the month in which the first training day is provided.
 - Go-live Support will be invoiced at the end of the month in which Go-live Support is provided.
- 7 Project management, software installation, and data conversion will be provided remotely. Software configuration will be provided through a combination of remote and on-site work. Training and go-live will be provided on-site.
- 8 Payment for Software License and Software Maintenance is due as follows:
 - License Fee will be invoiced and due upon quotation execution.
 - Support and Maintenance for CourtView Software will be invoiced upon go-live and will transition the current maintenance year for the GBS legacy application to CourtView at the current maintenance year fee.
- 9 For CourtView Software, Support and Maintenance begins upon go-live. For Crystal Report Software, Support and Maintenance begins upon quote execution and is for software updates only.
- 10 The license(s) are limited for use during the term of, and coterminate with, the Customer's active CourtView support agreement.
- 11 Payment term is net 30 days from invoice date.
- 12 Customer will make available all resources requested by equivalent for assistance.
- 13 Delays caused by client site or configuration issues may require rescheduling and/or Change Order for additional services and related travel costs.
- 14 equivalent will perform an initial configuration of the CourtView application in the Customer's environment. The baseline configuration will be the equivalent standard Ohio Mayor's court configuration. This will include the standard Ohio; statutes, forms, orders and reports. Customized configuration, other than the entry of the Customer's ordinances will require additional effort and will require a change order.
- 15 For the purposes of quotation equivalent has assumed that training will be provided on consecutive days. Should Customer request that training be provided on non consecutive days the Estimated Travel Cost, for labor and travel expenses, may exceed the estimate provided.
- 16 A training day is eight (8) hours or less training provided on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).
- 17 equivalent will provide training utilizing the CourtView Release installed in the Customer's training environment.
- 18 Training sessions are limited to a maximum of ten (10) students per training session.
- 19 On-site Training Services Include:
 - Case Initiation
 - Parties
 - Docketing
 - Forms and Notice Usage and Creation
 - Supreme Court/BMV Reporting
 - Case/Party Charge Disposition
 - Scheduling
 - Receipting
 - Calendars
 - Report Generation
 - Financial
 - Accounts Receivable with Collections
 - Journal Entry/Sentencing Order Setup and Processing

- 20 Travel costs are estimated and actual cost incurred by equivalent will be charged. Travel costs will include travel time and actual / direct expenses. For on-site work of less than four consecutive days, travel time is invoiced at \$75 per hour, not to exceed five (5) hours per round trip.
- 21 Customer will make available all resources requested by equivalent for assistance with and approval of all project milestones and deliverables.
- 22 Customer is responsible for the local host environment including all required licenses, SSL certificates, hardware and third party software components and configuration.
- 23 The local environment and any peripheral equipment must meet minimum requirements as specified by equivalent.
- 24 Customer will provide equivalent direct remote access to the host environment.
- 25 Customer is responsible for providing a suitable training environment that includes a personal computer for each student.
- 26 equivalent assumes that Customer will use Microsoft Internet Explorer 11 on the local work stations.
- 27 equivalent will provide standard conversion services including one mock conversion run and one production conversion run. Customer will be responsible for data cleanup in the legacy application.
- 28 The scope of work does not include any work related to the migration, integration of any Ticket import functionality.
- 29 The scope of work does not include any work related to the migration, integration of any imaging system, or conversion of any imaging related data.
- 30 The scope of work does not include any work related to the integration or related data extraction with labels.

Recommended Technical Environment

CJS recommends the following hardware configuration and specifications for your CourtView3 production environment, based on assumptions of 200 or fewer concurrent users.

Database Server

The requirements for a database server depend primarily on the size of the CourtView database and the maximum number of concurrent users. Memory on the database server is a major factor affecting CourtView performance; CJS recommends always allowing for future expandability. For a database server dedicated to CourtView, CJS recommends machines that meet or exceed the following specifications:

Processors: 4 cores or vCPUs
 Hard Drives: RAID 1/5/10
 Size: >100 GB
 RAM: 8 GB

CJS recommends the latest patch release of Oracle 12cR1 or Microsoft SQL Server 2014 or 2016 as the Relational Database Management System (RDBMS). Drive space requirements depend upon the caseload and modules used. Optionally, a replicated database can be configured for public access, reporting, and/or disaster recovery. This server should be sized similarly to the production database server.

Application Server

The requirements for the application server(s) depend primarily on the maximum number of concurrent CourtView users in each office location. CJS recommends one or more machines that meet or exceed the following specifications:

Processors: 4 cores or vCPUs
 Hard Drives: RAID 1/5/10
 Size: >100 GB each
 RAM: 8 GB

CJS supports WildFly 9.0.2 or Oracle WebLogic 12c as the Application Server Software. Application Servers can be scaled horizontally to accommodate load and provide high availability with the use of a network load balancer, such as Barracuda Networks load balancer switch.

Reporting Server

The requirements for a reporting server depend primarily on the maximum number of concurrent users. Disk space is not a major consideration. CJS recommends machines that meet or exceed the following specifications:

Processors: 4 cores or vCPU's, 2.5+ GHz
 Hard Drives: RAID 1/5/10
 Size: >100 GB each
 RAM: 8 GB

CJS supports SAP Business Objects Enterprise and SAP Crystal Reports Server, OEM Edition.

Web Server (for eServices)

The requirements for a web server depend primarily on the maximum number of concurrent users utilizing eServices. CJS recommends machines that meet or exceed the following specifications:

Processors:	2 cores or vCPUs
Hard Drives:	RAID 1/5/10
Size:	>50 GB
RAM:	4 GB

Disk space requirements are dependent upon customer's log retention policies.

Web Application Server (for eServices)

The requirements for a web application server depend primarily on the maximum number of concurrent users utilizing eServices. Disk space is not a major consideration unless JusticeFiling is being installed and the filings are stored on this server. Additional disk space may be necessary depending upon the volume of filings and the retention policies desired by the customer. CJS recommends machines that meet or exceed the following specifications:

Processors:	4 cores or vCPUs
Hard Drives:	RAID 1/5/10
Size:	>50 GB
RAM:	8 GB

Depending upon factors such as your network security policy, the web server and the web application server can be the same machine. However, CJS recommends configuring two servers which allows the web application server to reside on the internal network. Communication with the database server (optionally replicated) then occurs entirely within the internal network, and it is not necessary to allow traffic to the database server from the web server located within the DMZ.

Imaging Server

This server supports the imaging application and stores the electronic images. The requirements for the imaging server depend primarily on the maximum number of concurrent CourtView users accessing images, as well as the desired quality of the images (color or higher resolution images require more disk space and more network bandwidth). CJS recommends machines that meet or exceed the following specifications:

Processors:	4 cores or vCPUs
Hard Drives:	RAID 1/5/10
Size:	>100 GB
RAM:	8 GB

A number of options exist for configuring image storage depending on volume considerations and internal retention policies. Some customers may prefer a storage solution contained within the server itself; others may choose an externally connected disk array supporting larger data retention.

Integration Server

The requirements for the integration server(s) depend primarily on the load created by the interfaces or exchanges. CJS recommends one or more machines that meet or exceed the following specifications.

Processors: 8 cores or vCPU's
 Hard Drives: RAID 1/5/10
 Size: >50 GB
 RAM: 8-16 GB

Integration server requirements may change based on definitions during the Interface BPR. Server requirements are derived from the methods of delivery specified with the list of project interfaces.

Workstation Specifications

For all configurations, client workstations should be at least running Windows 7 Professional, Windows 8.1 Professional or Windows 10 Professional. We recommend Internet Explorer 11 32 bit for the browser. We recommend at least 4 GB of RAM. CourtView requires a minimum display resolution of 1024 x 768 for proper viewing. CJS recommends machines that meet or exceed the following specifications:

4 GB RAM; 128GB HDD
 Windows 10 Professional (32 or 64-bit)
 Internet Explorer 11 32 bit
 Mouse and Keyboard; 17" Monitor (19" or larger monitors recommended)
 100/1000 Ethernet NIC

Additional Requirements For Any Configuration

In addition to the above, CJS also recommends the following:

- An appropriate number of printers and other peripheral devices
- Standby power supply to protect the servers from power problems
- VPN and Remote Management software to support remote diagnostic communications
- Provision for disaster recovery

CJS will not be responsible for any site preparation or construction or communications or cabling infrastructure. CJS will not install any servers at any site. CJS will not provide any operating system or Relational Database Management System (RDBMS) software for the servers.

Other Environments

CJS recommends separate environments be used for Development, Test, Training, Data Warehouse, and/or failover (DR) purposes. These environments should be sized appropriately for the need.

CourtView 3 Compatibility Matrix August 12, 2019	WebLogic		JBoss 1, 2, 6		WildFly 1, 2	
	12c	12.2	4.2.3	9.0.2	14.0.1	
The CourtView 3 release listed, or a later CourtView 3 release, is compatible with the listed software and operating system versions.						
Databases						
Microsoft SQL Server 2012	3.8	3.24	3.9	3.15	3.23	3.23
Microsoft SQL Server 2014	3.13	3.24	3.13	3.15	3.23	3.23
Microsoft SQL Server 2016	3.16	3.24	3.16	3.16	3.23	3.23
Microsoft SQL Server 2017	3.24	3.24	3.24	3.24	3.24	3.24
Oracle 11g R2	3.8	3.24	3.9	3.15	3.23	3.23
Oracle 12c R1	3.13	3.24	3.13	3.15	3.23	3.23
Oracle 12c R2	3.24	3.24	3.24	3.24	3.24	3.24
Browser³						
Internet Explorer 11	3.9	3.24	3.9	3.15	3.23	3.23
Edge ⁵	3.21	3.24	3.21	3.21	3.23	3.23
Office Suites						
Adobe	3.8	3.24	3.9	3.15	3.23	3.23
Aspose	3.8	3.24	3.9	3.15	3.23	3.23
Microsoft Word / Excel 2010	3.8	3.24	3.9	3.15	3.23	3.23
Microsoft Word / Excel 2013	3.8	3.24	3.9	3.15	3.23	3.23
Microsoft Word / Excel 2016	3.14	3.24	3.14	3.15	3.23	3.23
Report Writers						
Crystal Reports XI	3.8	3.24	3.9	3.15	3.23	3.23
Crystal Reports 2008	3.8	3.24	3.9	3.15	3.23	3.23
BOE	3.8	3.24	3.9	3.15	3.23	3.23
Imaging Systems⁴						
VistaSG netDMS	3.8	3.24	3.9	3.15	3.23	3.23
Hyland OnBase (Version 15 or a later version)	3.14	3.24	3.14	3.15	3.23	3.23
ShowCase IDMS ⁷	3.11	3.24	3.11	3.11	3.23	3.23
Notes						
¹ Windows and Linux are currently the only supported platforms for our application servers.						
² Java is required; the version required is the version compatible with the application server installed.						
³ While the Mozilla Firefox and Google Chrome browsers will run the majority of our application, we do not officially support them.						
⁴ Both imaging systems (netDMS and OnBase) require installation on a Windows server.						
⁵ The following features do not function in Edge: Legacy POS printers and document execution method Local Word Processor. In addition, neither OnBase nor NetDMS is currently supported under Edge. Customers using these features/products will need to continue using Internet Explorer 11.						
⁶ With version 3.15, JBoss 4.2.3 has been updated to WildFly 9.0.2.						
⁷ ShowCase IDMS requires Microsoft SQL Server 2008 or later.						

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

ORDINANCE REQUEST

DATE: **October 14, 2019**

TO: **Finance and Administration Committee**

RE: **Novatime Technology, Inc. 36-Month Contract**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

This legislation will allow for more efficient payroll processing, time keeping, and compliance of the Fair Labor Standards Act by allowing our supervisors to track overtime, meals and rest periods. This will provide for One Clock at the Street Barn and Two Clocks for Water Department and Park and Recreation respectively. All Departments will have access to an online time keeping program. The approval of this contract will allow for the installation, set up and testing. The Goal is to be ready for the first pay period of 2020. A 36-month agreement ensures the lowest Per Employee Per Month (PEPM) rate.

Appropriate \$5500.00 to Acct 110.545.5339 (Misc Contract Services) from the Unappropriated General Fund

WHEREAS, the City Auditor of Reynoldsburg has determined the need for a more efficient payroll processing and time keeping software system; and

WHEREAS, the Auditor has determined that the Novatime Technology software system is the optimum system; and

City Auditor's Office

**Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone**

WHEREAS, the Novatime system will bring the City into compliance with the Fair Labor Standards Act by allowing supervisors to track overtime, meals and rest periods more effectively; and

WHEREAS, this system will provide for one time clock at the street department and two clocks at the water department/Parks and Recreation departments respectively; and

WHEREAS, this software will allow for online access to the time keeping program; and

WHEREAS, the cost of this new Novatime software is \$5,500.00 with an estimated annual fee of \$12,000.00.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a 36 -month contract with Novatime Technology, Inc. for payroll and timekeeping software.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

SECTION 2. That \$5,500.00 be unappropriated from the General Fund to account 110.545.5339 Miscellaneous Contract Services.

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor.



Andrews Technology HMS, Inc.

1213 Culbreth Drive

Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax:(516) 674-8119



5.a.a

RENTAL ORDER FORM

Invoice To:	City of Reynoldsburg	Hosted By:	Vendor
Ship To:	TBD	Terms:	60 Mo. Term; Deposit = One Time Implementation Fee, Plus First and Last Months Payment
Account Executive:	Lauren Self		

Qty	Description	Item	Monthly
Novatime Web-Based Time & Attendance System			
3	NT7000 Biometric Finger Terminal	\$110	\$330
3	Power over Ethernet or WiFi Module	Included	Included
120	Novatime Web-Based Time & Attendance Software	3.20	384
120	Employee Web Services (PC Entry & Mobile Application)	Included	Included
30	Supervisor Module: Approval/Reporting/Review/Modification	5	150
1	New World Payroll Interface (Guaranteed Interface)	Included	Included
1	Electronic In-Out Board	Included	Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included	Included
1	Standard Supply & Demand Scheduling Module	Included	Included
1	Accrual Module (Vacation, Sick, Personal, etc.)	Included	Included
1	Notification Module	Included	Included
120	Optional Module: Archive (for beyond 3 years reporting)	0.50/ee/mo	TBD
	Implementation		See Below
	Software Annual Maintenance	\$1,800/yr	1st Yr Free
	Hardware Annual Maintenance		Included
120	Vendor Hosting Fee	Included	Included
	Sales Tax		TBD
	Monthly Total		\$864

One Time Implementation Fees			
	Initial Planning Session	Included	
	Rules Questionnaire Assistance	Included	
	Install Novatime Web-Based Software	Included	
	Install Employee Files & Payroll Rules	Included	
	Unlimited Administrative/Supervisor Training	Included	
	Program Hardware (Customer to Install)	Included	
	System Test/Go Live	Included	
	Total One-Time Fees	\$3,585	
Note: All monthly customers must be current on Annual Maintenance, otherwise they will be subject to suspension of service.			

Attachment: City of Reynoldsburg - Novatime 5000 SaaS (Novatime Technology, Inc. Contract)

Agreement will automatically renew unless customer provides 90 days written notice prior to 60 mo. anniversary of date executed below.

All components of this Agreement/Order Form may be assigned by Andrews Technology.

Customer Authorization _____ Title _____

_____ Date _____

Andrews Technology HMS, Inc. _____ Title _____

_____ Date _____



Workforce Management Time & Attendance Solution

Desired Outcomes, Delivered



Attachment: LIT-NOVASAAS (Novatime Technology, Inc. Contract)



- Operational excellence through Business Intelligence (BI) analytics
- 100% User adoption
- Highly configurable
- Recurring ROI
- Increased employee engagement



About NOVAtime

For NOVAtime Technology, Inc., 2019 marks 20 years dedicated to delivering innovative solutions in the Workforce Management / Time & Attendance industry. Today, our Software as a Service (SaaS) solution continues our rich tradition by combining a breadth of pay/work rules to support even the most complex organizations, while delivering ease of use that is unmatched in the industry.

Over 20,000 clients benefit from our cost-effective solution. We are proud to provide solutions for all vertical markets and clients with over 100,000 employees. With compliance at the core of our offering, along with user-defined dashboards and reporting that allows for operational excellence, NOVAtime delivers your desired outcomes!

- Time & Attendance
- Scheduling
- BI Reporting
- Attendance Tracking
- Accrual Management
- Leave Management
- Expense Reporting
- In/Out Board
- Pay-Per-Performance





Minimize Compliance Risk

With labor laws constantly changing, it is imperative that your Workforce Management solution remains current. Thanks to NOVAtime's flexible, easily configured rules engine, adjustments can quickly be launched to help ensure compliance with complex local, state, and federal laws, as well as internal documented policies, now and in the future.

Avoid Fair Labor Standards Act (FLSA) and Wage & Hour Lawsuits

Standard features within NOVAtime allow you to track overtime, meal/rest periods, and expenses so your organization can avoid common FLSA and Wage & Hour lawsuits. We support:

- Management of all employee categories
- Complex overtime and pay-per-performance calculations
- Fully configurable meals and breaks by shift, with penalties for user-defined policy violations



Affordable Care Act

Comply with the Payroll-Based Journal (PBJ) Electronic Reporting for Long-Term Care Facilities

NOVAtime supports Section 6106 of the Affordable Care Act that requires long-term care facilities to electronically submit direct care staffing statistics based on payroll and other auditable data.

Job Code	Count
101	1
102	1
103	1
104	1
105	1
106	1
107	1
108	1
109	1
110	1
111	1
112	1
113	1
114	1
115	1
116	1
117	1
118	1
119	1
120	1
121	1
122	1
123	1
124	1
125	1
126	1
127	1
128	1
129	1
130	1
131	1
132	1
133	1
134	1
135	1
136	1
137	1
138	1
139	1
140	1
141	1
142	1
143	1
144	1
145	1
146	1
147	1
148	1
149	1
150	1

Comply with the Affordable Care Act

NOVAtime's PPACA module allows organizations to effectively monitor employee work statuses, fully supporting:

- Accurate determination of full-time equivalency (FTE)
- Definition of Startup, Initial Measurement, Administration, and Stability periods for all employees (safe harbor methods included)
- Full on-screen and offline reporting





Accruals and Leave Management

Stay in Compliance with Perpetually Changing Local and State Sick Leave Laws

The system supports:

- Configurable accrual calculations based on bargaining units, standard grants, minimum worked requirements, and seniority
- Real-time leave validation
- User-defined limits and qualifying conditions
- Carryover limits and cascading leave

Fully Automated Leave Request Management

NOVAtime's Leave Management module allows organizations to achieve streamlined, workflow-enabled management of leave events and fully automated, closed-loop compliance:

- Self-service or on employee behalf leave request
- Online, editable FMLA forms
- Annual and rolling balance reset
- Real-time eligibility display
- Concurrent PTO deductions
- Continuous, intermittent, and reduced hours leave
- User-defined compliant workflows
- Workflow email notifications and reminders
- Dashboard open case status gadget
- Document storage and history



Desired Outcomes, Delivered





A Wide Variety of Time Clock Options

Pay-Per-Performance

Our embedded calculations engine allows your organization to use performance compensation as a strategic tool to achieve higher levels of business performance. Our solution offers:

- Team production rate
- Individual production rate
- Overtime rate
- Minimum wage rate
- Issue resolution rate for call center teams

Attendance Management

Streamline your process, monitor/manage your policies, and encourage exceptional attendance:

- Advisory documents
- Actionable review forms
- Dashboard highlights
- E-mail notifications

Mobile Solutions

Full Supervisor and Employee functionality on the go:

- GPS location tracking
- Geo-fencing
- Expense management
- Absence management
- Submit and approve
- Crew labor costing

Wide Selection of Data Collection Devices



Attachment: LIT-NOVASAAS (Novatime Technology, Inc. Contract)



Cost Control and Trusted Security

Labor is one the largest expenses an employer incurs, but it is controllable if the right automated Workforce Management tools are in place. Do not let the complexities that exist within your organization prevent you from achieving the proven ROI that you can expect from a cost-effective and highly adaptive solution.

NOVAtime manages the ongoing performance tuning, system updates, security, and the stability of the solution. We continually offer the highest level of quality and service built on leading-edge software and hardware infrastructure—this combined with the most flexible time entry options in the industry ensures a complete Workforce Management solution for your entire organization!

Less IT Management

- Unmatched reliability and performance
- Efficient deployment
- No additional hardware
- SSAE18 Type II certified data center with redundancy

Budget Friendly

- Fixed-price implementation
- Locked-in per employee per month (PEPM) billing
- Low-cost clock rental

Current & Secure

- Automatic updates/upgrades
- Application security certified
- SSAE18 Type II certified Tier III data centers; SOC 2 compliant Q3 2018

- Better user experience: responsive web page that scales on any device
- Better decision making: business intelligence dashboards and a robust notification engine



Desired Outcomes, Delivered



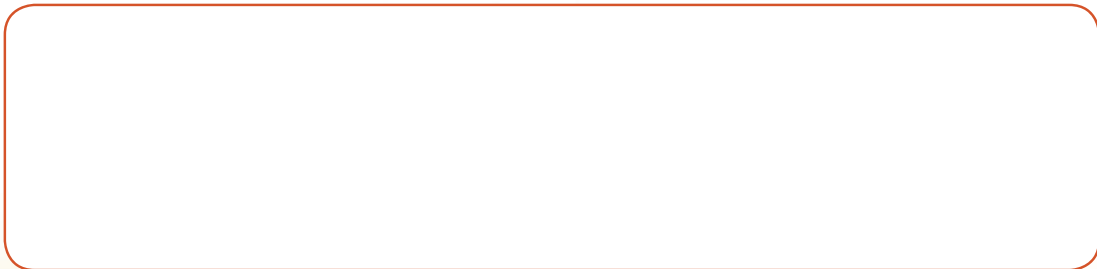


Attachment: LIT-NOVASAAS (Novatime Technology, Inc. Contract)

The Elite Cloud-based Workforce Management Solution

Feel the Power

Ask NOVAtime how our solutions
are green and earth friendly



Visit NOVAtime online: www.NOVAtime.com

Printed in USA
US82018

All product names referenced herein are trademarks of their respective companies.
©1999-2018 NOVAtime Technology, Inc.

Human Resources Dept.

Sandra Boller
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6868 Phone

ORDINANCE REQUEST

DATE: **October 14, 2019**

TO:

RE: **Renewal of Employee Life, ADD and Disability Insurance**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

WHEREAS, the City of Reynoldsburg has a contract with Mutual of Omaha Life Insurance Company for employee Life, Accidental Death & Dismemberment, Short Term Disability and Long Term Disability; and

WHEREAS, the previous contact with Mutual of Omaha Life Insurance Company expires on December 31, 2019; and

WHEREAS, the Mayor has requested that Council authorize him to execute a renewal of that contract, which is attached hereto as Exhibit A and incorporated herein by reference on behalf of the City of Reynoldsburg.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Mutual of Omaha Life Insurance Company for employee Life, Accidental Death & Dismemberment, Short Term Disability and Long Term Disability beginning January 1, 2020 through January 1, 2022.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

SECTION 2. That the contract is attached hereto as Exhibit A and incorporated herein on behalf of the City of Reynoldsburg.

SECTION 3. That upon adoption by Council, this Ordinance shall be in effect following the signature of the Mayor.



Renewal Information and Exhibits

Prepared For:

City of Reynoldsburg

Group ID: G000B9KT

Renewal Effective Date: January 1, 2020

Attachment: Mutual of Omaha renewal 2020 - 2021 (Life Insurance Renewal Mutual of Omaha)



Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as City of Reynoldsburg's benefits provider. It has been our pleasure to provide City of Reynoldsburg with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for City of Reynoldsburg's benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

Renewal Contact Information

Elizabeth Torok
Renewal Executive
Cincinnati Group Office
513/448-3773
Elizabeth.Torok@mutualofomaha.com



CITY OF REYNOLDSBURG

LIFE AND AD&D

Rate Guarantee Period - January 1, 2020 to January 1, 2022

Additional Value Added Services Included - Travel Assistance/Identity Theft Assistance

Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,431.56	\$1,431.56	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

All Eligible Police Officers & Sergeants, Excluding Police Lieutenants, Police Chiefs, Police Clerks & Police Dispatchers

All Eligible Police Dispatchers

All Active Managers, Directors and Municipal Employees not eligible for STD/LTD

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
149	\$11,012,000	\$0.130	\$0.130

AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$220.24	\$220.24	\$0.00

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
149	\$11,012,000	\$0.020	\$0.020



CITY OF REYNOLDSBURG

VOLUNTARY LIFE AND AD&D

Rate Guarantee Period - January 1, 2020 to January 1, 2022

Voluntary Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,615.87	\$1,615.87	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

All Eligible Police Officers & Sergeants, Excluding Police Lieutenants, Police Chiefs, Police Clerks & Police Dispatchers

All Eligible Police Dispatchers

All Active Managers, Directors and Municipal Employees not eligible for STD/LTD

Employee & Spouse Rate Basis - per \$1,000

Age of Employee	Current Rate	Renewal Rate
Less than 24	\$0.06	\$0.06
25-29	\$0.08	\$0.08
30-34	\$0.09	\$0.09
35-39	\$0.11	\$0.11
40-44	\$0.18	\$0.18
45-49	\$0.30	\$0.30
50-54	\$0.50	\$0.50
55-59	\$0.78	\$0.78
60-64	\$1.21	\$1.21
65-69	\$2.18	\$2.18
70-74	\$3.90	\$3.90
75-79	\$6.43	\$6.43
80-84	\$13.04	\$13.04
85-89	\$13.04	\$13.04
90-100	\$13.04	\$13.04

Child(ren) Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.16	\$0.16

Voluntary AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$173.50	\$173.50	\$0.00

Employee & Spouse Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.03	\$0.03

Child(ren) Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.04	\$0.04



CITY OF REYNOLDSBURG

SHORT-TERM DISABILITY

Rate Guarantee Period - January 1, 2020 to January 1, 2022

STD

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,083.60	\$1,083.60	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

Lives	Volume	Current Rate	Renewal Rate
83	\$49,255	\$0.22	\$0.22

Attachment: Mutual of Omaha renewal 2020 - 2021 (Life Insurance Renewal Mutual of Omaha)



CITY OF REYNOLDSBURG

LONG-TERM DISABILITY

Rate Guarantee Period - January 1, 2020 to January 1, 2022

LTD

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,129.98	\$1,129.98	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

Lives	Volume	Current Rate	Renewal Rate
83	\$364,510	\$0.31	\$0.31

Attachment: Mutual of Omaha renewal 2020 - 2021 (Life Insurance Renewal Mutual of Omaha)

Enrollment Rules for City of Reynoldsburg G000B9KT

Voluntary Life-

The group does not have an annual open enrollment on the Voluntary Life coverage but they do have an annual increase option if the employee currently has Voluntary Life insurance with Mutual of Omaha. This means if the employee currently has Voluntary Life with Mutual of Omaha, they can increase their current coverage by \$10,000 or \$20,000 up to the guaranteed issue amount of \$100,000. If they want to add coverage for the first time, increase their current coverage greater than \$20,000, or elect an amount over \$100,000, they will be required to fill out an Evidence of Insurability form and be approved by Underwriting.

The annual increase option is not available to dependents their spouse. If they want to add coverage for the first time or increase coverage for their spouse, they will be required to fill out an Evidence of Insurability form and be approved by Underwriting. If they want to add coverage for the child, they can do so without going through EOI.

If they want to take advantage of the \$10,000 or \$20,000 increase, they will need to fill out an Enrollment form with the new amount between 10/1 and 12/31 of each year and send the enrollment form by email to the Mutual of Omaha Service Team (Ohio-IndyService@mutualofomaha.com). The new amount will go into effect on 1/1 of each year. If they want to add or increase their coverage greater than the \$10,000, they will need to submit the Evidence of Insurability with their application when they send it in to the Mutual of Omaha Service Team.

If approved, the election will go into effect on the first of the month after they have been approved. HR Department and the employee will notified by mail of approval or denial when they must submit Evidence of Insurability and when new deductions should begin if approved.

Please see the HR department for an enrollment form and/or Evidence of Insurability Form. The HR department can also let the employee know what the current Voluntary Life insurance amounts are.

Willis Towers Watson

City of Reynoldsburg

2020 ANCILLARY MARKETING SUMMARY

Rates Effective: January 1, 2020

Marketing Summary

Thank you for the opportunity to market your employee benefits program. Below is a high level summary of the markets we approached on your behalf. We have indicated which proposals are included in the detailed summary based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. If you would like a copy of any proposal received, please let us know and we will provide it to you.

Carrier Name	Line(s) of Business	Response	Compensation	Additional Compensation	Comments
Mutual of Omaha	Life/AD&D + STD	Quoted	First \$30,000=10%; next \$20,000=9%; next \$50,000=5%; next \$100,000=4%; on amounts in excess of \$200K=1.5%		
Mutual of Omaha	Voluntary Life/AD&D		First \$30,000=15%; next \$20,000=9%; next \$50,000=8%; next \$100,000=4%; on amounts in excess of \$200K=1.5%		
Mutual of Omaha	LTD	Quoted	First \$15,000=15%; next \$10,000=10%; next \$25,000=5%; on amounts in excess of \$50K=1%		

Selection of Coverage

Above is a high level summary of the markets we approached on your behalf. We have indicated which quotes are included in the detailed summary based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. If you would like a copy of any quote received, please let us know and we will provide it to you.

Please review the details of the proposals included to ensure that these meet your expectations. The proposals may differ from your current policy, so we recommend that you read the specifications from the carrier in their entirety and compare them to your current policy. Should you have any questions about the proposals or concerns about what is included in this summary, please let us know at once. Please provide us with your selection of coverage. We will confirm the details of this selection in writing with you and the carrier.

This proposal is presented in conjunction with the Standard Terms and Conditions for Human Capital Accounts which is enclosed.

The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through Willis Towers Watson is subject to the following terms and conditions.

1. General Terms and Conditions

- 1.1. **Fees Exclusive of Taxes.** Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.
- 1.2. **Our Responsibilities.** We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the "**Work Product**") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

- 1.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.
- 1.4. **Intellectual Property Rights and Work Product.** 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 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, Conditions, & Disclosures, 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.

- 1.5. **Confidentiality and Data Privacy.** Each party (the "**Recipient**") will protect all confidential information which the other party (the "**Discloser**") provides to it (whether orally, in writing or in any other form) ("**Confidential Information**") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential

WillisTowersWatson

Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("**Personal Data**"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 1.6. **Nonconforming Services.** If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.
- 1.7. **Indirect Damages.** In no event shall we or any of our affiliates and our and their 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.
- 1.8. **Joint Liability.** Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.
- 1.9. **Third Parties.** 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 by third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "**Force Majeure Event**") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any Statement of Work or Service Agreement by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
- 1.11. **Miscellaneous.** These Term, Conditions & Disclosures, together with any signed agreement between us applicable to the same services, set out the complete and exclusive statement of agreement and

WillisTowersWatson

understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Terms, Conditions & Disclosures and a separately negotiated and signed agreement between you and Willis Towers Watson for the same services, the relevant portions of the signed agreement will control. Any modifications of or amendments to any MSA, Statement of Work, a Service Agreement, or a change to the services must be in writing and agreed by the parties. Should any provisions of an MSA, Statement of Work, Service Agreement, or any of the Terms, Conditions, & Disclosures be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable Statement of Work, Service Agreement, or these Terms, Conditions, & Disclosures and each party acknowledges that it has not entered into an any Statement of Work, or Service Agreement or will enter into a Statement of Work or Service Agreement, in reliance on any representation by the other party which is not contained in the MSA, the applicable Statement of Work, Service Agreement, or these Terms, Conditions & Disclosures.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 1.12. **Sanctions and Export Control.** Sanctions and export control laws from the EU, United States, Canada, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

To comply with applicable 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 subsidiaries of Willis Towers Watson PLC 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 utilize 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.

- 1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Terms, Conditions & Disclosures. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by Judicial Arbitration and Mediation Services (JAMS) before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

WillisTowersWatson

To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Terms, Conditions & Disclosures which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state as provided for in paragraph 14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

- 1.14. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of the State of New York, without regard to any provisions governing conflicts of laws.
- 1.15. **Additional Provisions Applicable Only to Health and Benefits Services.**
- 1.15.1. If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.
- 1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.
- 1.15.3. You agree that any enrollment or census data provided to Willis Towers Watson shall be provided by you in your role as an employer. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.
- 1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the

Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

2. Brokerage Terms and Conditions

- 2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.
- 2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

WillisTowersWatson

- 2.8. Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.
- 2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.
- 2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.
- 2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.
- 2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.
- 2.14. The following may be applicable where U.S. risks are insured with or through a foreign insurer or intermediary. The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.
- 2.15. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.
- 2.16. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

WillisTowersWatson

- 2.17. Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect at the time of change.
- 2.18. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Terms, Conditions & Disclosures.

3. Brokerage Disclosures

- 3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.
- 3.2. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.
- 3.3. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 3.4. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.
- 3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

WillisTowersWatson

- 3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.
- 3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.
- 3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.
- 4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)**
- 4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates.
- 4.2. A separate business unit within the Willis Towers Watson Group, FINMAR Market Services, provides a wide range of services direct to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market Services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.
- 4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms

Willis Towers Watson

are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer's insolvency you will not be indemnified by any government guaranty fund for unpaid claims.

- 4.4. In addition to any other terms governing the use of your information as provided herein or in any other master services agreement, statement of work, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:
- 4.4.1. aggregate and anonymise your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;
 - 4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers' capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;
 - 4.4.3. 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;
 - 4.4.4. 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.

5. Language

- 5.1. It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

6. Inquiries and Complaints

- 6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.