

# Willis Towers Watson Benefits Data Source

## 2019 Benefits Design Practices – Internationally Mobile Employees survey participation form

**Internationally Mobile Employee (IME)** is a broad term that includes all employees working outside their home country for a period of time. This would include International Assignees of any home and host country combination, as well as International Business Travelers.

This survey covers core employee benefits provided both to **International Assignees** and **International Business Travelers**, with a focus on international healthcare coverage and risk insurance (Life, Accident, Disability).

By participating, you will receive a complimentary copy of the participant report as well as standard access to Benefits Online where you can query results using our online platform.

### Contact information

Please return your completed form to the Benefits Data Source (BDS) team at [BDS@willistowerswatson.com](mailto:BDS@willistowerswatson.com) or your Willis Towers Watson consultant. By submitting this form, you agree to the Willis Towers Watson data terms and conditions on the back page.

Company name: \_\_\_\_\_

Your title: \_\_\_\_\_

Your name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Street address (no P. O. Box): \_\_\_\_\_

City: \_\_\_\_\_ Province/State: \_\_\_\_\_

Country: \_\_\_\_\_ Postal/Zipcode: \_\_\_\_\_

Date: \_\_\_\_\_

### Questions?

Contact our database centers or your Willis Towers Watson consultant.  
Global inquiries: [BDS@willistowerswatson.com](mailto:BDS@willistowerswatson.com)



## Terms and Conditions

Willis Towers Watson's surveys and the results of such surveys, including participation materials and related reports (collectively, "surveys") are made available by local Willis Towers Watson affiliated companies which are directly or indirectly controlled by Willis Towers Watson PLC (collectively referred to as "Willis Towers Watson") on the following terms and conditions.

**Service Quality.** Willis Towers Watson will collect relevant data and conduct the surveys with reasonable care. While Willis Towers Watson cannot be responsible for verifying the accuracy and completeness of each data submission, a Willis Towers Watson associate will review each data submission for overall reasonableness. Willis Towers Watson provides the surveys on an "as is" basis and does not provide a warranty or guarantee of any kind as to the accuracy or completeness of the surveys or the data or information contained therein. Survey results will be available only if there are sufficient participants in the applicable survey.

**Intellectual Property Rights.** Willis Towers Watson retains all intellectual property rights in the surveys. Unauthorized use or duplication without prior written permission from Willis Towers Watson is prohibited. You shall not refer to us or include any of our work product (including, without limitation, the surveys and the information they contain) 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.

**Use of Surveys.** You may use the surveys only within your own organization for internal human resources planning and may not modify, sell or transfer such surveys. Surveys may not be reproduced in employee newsletters or posted on your company's intranet. Use of benefits survey results and analysis is restricted in that a participant may only disclose another company's benefits plan specifics to such participant's senior management and human resources staff. In presentations to broader employee groups only the relative position of a company's benefits plans in the context of aggregated comparative results may be disclosed. If you desire to share the surveys (in whole or in part) with a third party (including any entity controlling, controlled by, or under common control with your company, Willis Towers Watson's competitors and/or independent contractors working solely for your company), you must first obtain the written consent of Willis Towers Watson. Any use of the information contained in the surveys is not a substitute for seeking expert legal, consulting or other advice on the reasonableness or appropriateness of compensation and/or benefits levels and practices.

**Limitation of Liability.** The aggregate liability of Willis Towers Watson and its employees, directors, officers, agents and subcontractors (the "related persons") whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses under or in connection with these terms shall not exceed in aggregate the greater of (a) \$25,000 USD or (b) the total fees paid to Willis Towers Watson for the particular survey(s) and/or custom report(s) related to such survey(s), unless otherwise agreed in writing. Nothing in these terms shall exclude or limit the liability of Willis Towers Watson or our related persons in the case of: (a) death or personal injury resulting from Willis Towers Watson's or Willis Towers Watson's related person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall Willis Towers Watson or any of our related persons 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).

**General.** The validity and interpretation of these terms will be governed by the laws of the State of New York, United States of America, excluding its conflict of law rules. The parties submit to the exclusive jurisdiction of the State of New York, United States of America Courts to resolve any dispute between them, provided that Willis Towers Watson shall have the right to initiate proceedings in any court of competent jurisdiction in the event of breach of Willis Towers Watson's proprietary rights. The parties hereby waive any right they may have to demand a jury trial. These terms will apply to purchase orders generated by your company for survey results provided hereunder. In the event of a conflict or inconsistency between the terms and conditions of such purchase orders and these terms, these terms will prevail. Willis Towers Watson may deliver the surveys by providing your company access (via the internet) to Willis Towers Watson's online data delivery platform ("online platform"). Separate, supplemental terms and conditions apply to use and access of the online platforms. To the extent there is a conflict, these terms and conditions take precedence over such separate, supplemental terms and conditions. You shall not assign or otherwise transfer any rights or obligations under these terms without Willis Towers Watson's prior written consent.

## Participation Terms

By participating in Willis Towers Watson's surveys, you will be deemed to have agreed to the following participation terms on behalf of your company and you represent that you have authority to submit data. As a participant, your company's name will be included on survey participant lists. Survey participants must submit data on a timely basis and provide an accurate and complete data submission, including completion of all sections of the participant materials (e.g., HR Policies & Practices ("HRP") sections, Benefits Design Practices ("BDP") sections, individual employee compensation data and long-term incentive information). Benefits and HRP data submitted may be used in current and future BDP and HRP surveys. Data may be submitted directly via the Willis Towers Watson portal hosted in the USA. If your company's data submission is late or does not meet the requirements for a particular survey, Willis Towers Watson may, at its discretion, limit/deny access to such survey results. For select surveys, participants must submit executive data to purchase executive products, middle management, professional and support data to purchase non-executive products and industry-specific functions/disciplines/positions to purchase associated industry-specific survey products.

**Confidentiality and Use of Data.** Participant data submitted to the surveys will be held in confidence. Willis Towers Watson takes reasonable security precautions, including the same precautions Willis Towers Watson takes to protect its own confidential information, to prevent unauthorized access. Participant data will be used by Willis Towers Watson for purposes of creating aggregated compensation survey results and/or anonymized benefits survey results which are presented in a manner that protects individual company confidentiality. Willis Towers Watson reserves the right to use participant data in multiple surveys, where relevant, which may be available to participants and non-participants. Participant data and survey results may be used by Willis Towers Watson for training, quality assurance, research and development, general promotional activities such as trends analysis and consulting services (e.g., market/job pricing) that are provided to survey participants and other selected clients of Willis Towers Watson. Notwithstanding the foregoing, North America participants' benefits data may be used for comparative benefits analysis (quantitative and qualitative), with results identified by company name.

**Data Protection.** Willis Towers Watson may pass participant data, which may include individually identifiable information ("personal data"), within our global network of Willis Towers Watson affiliated companies, which are directly or indirectly controlled by Willis Towers Watson PLC, including: (i) the applicable Willis Towers Watson contracting entity; (ii) Towers Watson Global Business Services Inc. in Manila, The Philippines, where Willis Towers Watson's Global Resource Center is located, which will be used to analyze participant data in connection with the surveys; and (iii) Towers Watson Delaware Inc. in the USA, where Willis Towers Watson's data collection portal is hosted and where participant data submitted via the portal will be stored. Willis Towers Watson may also pass participant data to certain subcontractors and providers of IT services, who will be subject to appropriate data protection standards. Willis Towers Watson has processes in place to limit the collection, storage and usage of personal data only to data that is relevant, adequate and necessary for carrying out the purposes described in this agreement. In addition, Willis Towers Watson has put in place internal Data Transfer Agreements based on the EU Model Clauses to further protect personal data. Irrespective of where Willis Towers Watson receives or stores personal data, Willis Towers Watson confirms that, acting as data processor, Willis Towers Watson will take appropriate technical, physical and organizational/administrative measures to protect such data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Willis Towers Watson will process personal data in accordance with our Data Processing Protocol, where applicable, as it may be updated from time to time, available on request. Willis Towers Watson will use participant data only for the purposes described above, unless a participant instructs Willis Towers Watson otherwise. Participant and Willis Towers Watson shall each comply with applicable data privacy legislation and regulations.

## Willis Towers Watson Benefits Data Source

BDS is the leading source of detailed market practice information on benefit programs worldwide. BDS offers a variety of services to help participants with their benchmarking needs. Further information can be found at [www.willistowerswatson.com/bds](http://www.willistowerswatson.com/bds). You can also contact the BDS team at [BDS@willistowerswatson.com](mailto:BDS@willistowerswatson.com).

## About Willis Towers Watson

Willis Towers Watson (NASDAQ: WLTW) is a leading global advisory, broking and solutions company that helps clients around the world turn risk into a path for growth. With roots dating to 1828, Willis Towers Watson has over 40,000 employees serving more than 140 countries. We design and deliver solutions that manage risk, optimise benefits, cultivate talent, and expand the power of capital to protect and strengthen institutions and individuals. Our unique perspective allows us to see the critical intersections between talent, assets and ideas – the dynamic formula that drives business performance. Together, we unlock potential. Learn more at [willistowerswatson.com](http://willistowerswatson.com).



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