

Thinking Ahead Institute

Membership Subscription Form

The Thinking Ahead Institute (the “**Institute**”) is a not-for-profit forum established by Willis Towers Watson’s Thinking Ahead Group 2.0 (“**TAG**”), a division of Towers Watson Limited of Watson House, London Road, Reigate, Surrey RH2 9PQ, United Kingdom, a firm authorised and regulated by the Financial Conduct Authority. All organisations wishing to subscribe for membership of the Institute should complete this subscription form, have it signed by a duly authorised representative and returned to TAG at the address above, marked for the attention of Paul Deane-Williams and / or emailed to him at paul.deane-williams@willistowerswatson.com.

Subscriber details	
Full legal entity name of organisation	
Address (including country)	
Principal contact name	
Email address	
Telephone number	

Fees
The following annual subscription fees apply for Institute membership: [£]. These fees are exclusive of Value Added Tax (“VAT”), if applicable, or any other applicable sales, or similar taxes and are subject to review from time to time.

Membership period
Membership will be for an initial period of 12 months commencing on 1 January 2020 and thereafter will renew automatically on 1 January of each year for successive 12 month periods, unless terminated by the member by giving at least two months’ notice to TAG.

Representatives
Members are invited to submit a list of representatives who can receive Institute-related communications and identify the key contact who will receive the event invitations. Please email your proposed list of designated representatives to Paul Deane-Williams. For each representative please state their email address, salutation (Mr, Mrs, etc), first name, last name and title within the subscriber’s organisation and confirm they have opted to receive communications from the Institute. When selecting the appropriate representatives, kindly have regard to the provisions of clause 4 of the Membership Terms and Conditions. There is no set maximum number of representatives but TAG reserves the right to limit the number on a case-by-case basis.

Invoicing details, if different to principal contact above	
Name / FAO	
Address (including country)	
Email address	
Telephone number	

Membership benefits
<p>For the period of their membership, members will be entitled to:</p> <ul style="list-style-type: none"> ▪ Attend all relevant events arranged by the Institute. Please note that at certain events attendance is sometimes limited to one per member due to space constraints ▪ Access the members-only section of the Institute's website ▪ Participate in periodic webinars ▪ Contribute towards setting the Institute's on-going research agenda ▪ Participate in working groups on agreed research projects ▪ An annual 1-2-1 meeting of up to 3½ hours with a senior representative of TAG or other senior Willis Towers Watson employees to cover a bespoke agenda to be agreed between the member and TAG. TAG will propose an appropriate Willis Towers Watson representative based on the subject matter to be covered ▪ Receive copies of any publications issued by the Institute ▪ Submit their own research papers to an editorial board for presenting at events and/or publishing on the Institute's website <p>Where a member elects to have a 1-2-1 meeting with a senior representative of TAG, these meetings will be held in-person at the member's offices or, by mutual consent, by telephone or video conference. To minimise the requirement to travel, scheduling in-person meetings will be arranged by mutual agreement at the start of the calendar year. The Institute's research agenda and priorities will be determined by TAG in consultation with members. Some research will be carried out by TAG and/or by certain members. In the event that members are involved in research activities, Institute sub-groups will be formed to work on particular projects. Some research may also be commissioned from third-party researchers, depending on Institute resources and its access to appropriate expert knowledge. Membership benefits are subject to change each membership year. Any proposed changes to membership benefits or subscription fees will be notified to members three months before automatic renewal of membership at the start of the next calendar year.</p>

On behalf of the organisation named in this Membership Subscription Form:

1. I confirm that it hereby:-
 - applies to become a member of the Institute;
 - accepts, and agrees to abide by, the Membership Terms and Conditions attached to this Membership Subscription Form; and
 - acknowledges that the Membership Terms and Conditions may be amended by Willis Towers Watson from time to time, provided that any changes are notified to members three months before automatic renewal of membership at the start of the next calendar year.
2. I understand that membership will be confirmed upon receipt of payment of the applicable membership fee for the initial membership year and satisfactory completion of any applicable anti-money laundering requirements, but acknowledge TAG may reject any application in its sole discretion.

Authorised signatory* (Print name here)			
Position			
Signature		Date	

* who warrants that he/she is authorised to enter into this agreement for and on behalf of the organisation named in this Membership Subscription Form

Membership terms and conditions

1 Application of terms

These Membership Terms and Conditions (the “**Membership Terms**”) cover all research, services, assistance, facilities, work product and other materials provided by, and all events and activities organised by, associates of Willis Towers Watson’s Thinking Ahead Group 2.0 (“**TAG**”) or by Towers Watson Limited or any of its affiliates (“**Willis Towers Watson**”) in connection with The Thinking Ahead Institute (the “**Institute**”). These Membership Terms apply to all members of the Institute from time to time (“**Members**”). These Membership Terms may be amended and/or supplemented by additional terms governing Members’ access to the Institute’s website and related facilities, as such amendments or terms may be notified to Members by Willis Towers Watson from time to time.

2 Institute’s objective

The Institute has been established by Willis Towers Watson with the aim of changing the investment industry for the benefit of the end saver.

3 Membership fees and expenses

Annual membership fees plus VAT, if applicable, or any other applicable sales, or similar taxes are payable by 31 January of each year. In the event that invoices are not paid within that time by any Member, that Member’s membership of the Institute may be suspended or terminated by TAG. Travel and accommodation costs incurred by any Member or its representatives in connection with any Institute events shall be paid by that Member. The Institute will be operated on a not-for-profit basis. Willis Towers Watson will produce an annual summary statement of the Institute’s income and expenditure, which will be made available to Members.

4 Responsibilities

The Institute will be operated and managed by TAG, which will have authority to determine the Institute’s policies, procedures and annual program in its sole discretion, having regard to any recommendations that may be received from Members from time to time. All Members are expected to respect the objectives of the Institute and to engage in debate and actively contribute their ideas and, to the extent possible, participate in the Institute’s research activities in a professional and collaborative manner. Members undertake not to sell or otherwise distribute or make available to a third party for commercial gain any research or other materials distributed or made available to Members by the Institute or commissioned by the Institute. Members further undertake that persons who attend Institute conferences and events as their representatives will be selected by Members on the basis of their ability to contribute to the Institute’s objective and to constructively add to investment industry debate in a collaborative manner. In particular, Members who are commercial undertakings or service providers are requested not to send sales or business development associates to attend Institute events as their representatives.

5 Intellectual property rights

Willis Towers Watson and each Member will retain ownership of all of its proprietary data and materials, and the intellectual property rights in such data and materials, which it provides to the Institute and/or other Members in connection with the Institute. All Institute research and other materials distributed or made available to Members are intended to be used for the purpose of furthering the Institute’s objective of changing the investment industry for the benefit of the end saver. With this guiding principle in mind, and

unless expressly stated otherwise, each Member will have the right to use and distribute copies of any such research and other materials, dispatched or published by the Institute/Willis Towers Watson provided that (i) appropriate attribution is given to the Institute, (ii) Members may not use such research and other materials to endorse, or in a way that may imply an endorsement of, a particular product or service provider, and (iii) Members may not publish or cause to be published, in whole or in part, such research and other materials in any brochure, advertisement, marketing or similar promotional materials, or on any website, social media platform or blog, or in any press release, newspaper, magazine or other news media without the prior written consent of TAG (and TAG shall consult with all other Members as appropriate before deciding whether or not such consent should be given).

Where those materials have been produced by a third party, Members' right to use those materials may be restricted or subject to additional terms which will be specified upon or before distribution. Where research is commissioned from third parties, TAG will seek to ensure that the rights of Members to use and distribute such research will be consistent with the rest of this section 5. Willis Towers Watson shall retain the intellectual property rights in any materials produced by it for the Institute and shall be entitled to use and distribute such materials for its own internal and external business purposes. Willis Towers Watson will have the same rights as Members in respect of any other research and materials produced by or for the Institute, or presented at an event or published on the Institute's website.

6 Confidentiality and data protection

Willis Towers Watson and each Member shall protect all confidential information which any of them receive from their participation in the Institute, whether orally, in writing or in any other form (the "**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 does not include information: (i) already known to a recipient at the time of disclosure; (ii) in the public domain or publicly available; (iii) provided to a recipient by a third party who is under no such obligation of confidentiality; or (iv) independently developed by a recipient. Willis Towers Watson and each Member may disclose Confidential Information to their respective legal advisers to protect their own legitimate interests or to comply with the requirements of any court, regulatory authority, professional body or legal process. In order to increase transparency and freedom of expression, TAG will promote the adoption of the so-called *Chatham House Rule* at all meetings such that any comments made or views expressed at those meetings should not be attributed to the applicable individual or their organisation outside of those meetings. Where particular Members have been involved in or contributed to research activities of the Institute, each of those Members may elect, by notice in writing to TAG prior to publication, that no attribution be made to them in any resulting research or other materials published by the Institute.

Willis Towers Watson will process personal data of the Members' representatives for the purposes of organising events and research initiatives and circulating Institute publications. Individual representatives can opt-out of receiving marketing communications from the Institute, however this will mean certain membership benefits cannot be delivered (e.g. the latest Institute research). When supplying personal data of their representatives to Willis Towers Watson, it is the Member's responsibility to ensure that their representatives have been notified of the fact that their information will be provided to Willis Towers Watson and of the manner in which Willis Towers Watson will use their information. Members will ensure that all personal data provided to Willis Towers Watson is accurate and up to date, and will notify Willis Towers Watson if they become aware that such data is inaccurate. A copy of the Institute's privacy notice is available on the Institute website (<https://www.thinkingaheadinstitute.org/en/about-us/Overview>) or can be requested from Paul Deane-Williams (paul.deane-williams@willistowerswatson.com).

Members acknowledge that Willis Towers Watson conducts research on certain organisations and their products and services in the course of its investment manager research and related business activities. However such research activities are separate, and operate independently, from TAG. Being a Member of the Institute will therefore have no effect on Willis Towers Watson's views on or ratings of any Member or its products or services.

7 Limitation of liability

In preparing research and other materials to be distributed or made available to Members of the Institute, TAG and/or Willis Towers Watson will rely upon data supplied by third parties. Willis Towers Watson and its affiliates and their respective directors, officers, employees, agents and subcontractors (together the "**related persons**") accept no responsibility and will not be liable for any errors or misrepresentations in any data made by any third party.

All Institute research and other materials distributed or made available to Members are provided solely for the intended purpose of furthering the Institute's objectives, and may not be referenced or distributed by any Member to any third party outside of the Member's organisation without appropriate attribution. In any event, Willis Towers Watson and its related persons accept no responsibility for any consequences arising from any third party relying on any such materials. Willis Towers Watson will not be responsible for any expenses incurred by any Member or its representatives in the event that any Institute event is cancelled for any reason.

The aggregate liability of Willis Towers Watson and its related persons arising from or in any way connected with the Institute, whether in contract, tort (including, without limitation negligence and misrepresentation) or otherwise, shall not exceed \$250,000 (two hundred and fifty thousand US dollars). In no event shall Willis Towers Watson or any of its 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).

Nothing in these Membership Terms shall exclude or limit the liability of Willis Towers Watson and/or the related persons: (a) for death or personal injury resulting from its and/or the related persons' negligence; (b) for fraud; or (c) to the extent that the law does not permit the same to be excluded or limited.

8 Institute not a forum for advice

Members acknowledge that any research and other materials distributed or made available to Members by the Institute or commissioned by the Institute are for general information purposes only and are not intended by TAG or Willis Towers Watson to be construed as the provision of investment, legal, regulatory, accounting, tax or other professional advice, or to form the basis of any decision to do or to refrain from doing anything. As such, no such materials should be relied upon for investment, financial or other commercial decisions. In addition, the views expressed by third parties in materials distributed or made available to Members by the Institute or commissioned by the Institute do not necessarily reflect those of Willis Towers Watson. Willis Towers Watson and its affiliates and their respective directors, officers and employees accept no responsibility and will not be liable for any consequences howsoever arising from any use of or reliance on any materials distributed to Members or on any opinions expressed in those materials.

9 Termination of membership

In the event that, in the reasonable opinion of TAG, any Member has breached any of its obligations or undertakings under these Membership Terms, TAG will have the right to suspend or terminate its membership of the Institute with immediate effect. Any provision of these Membership Terms that would be reasonably intended to apply after termination will do so. A Member shall have the right to terminate their membership at any time by giving no less than two months' notice to TAG, but will not be entitled to a refund of the subscription fee or part thereof for the applicable membership year.

10 Miscellaneous

These Membership Terms together with the Membership Subscription Form and any additional terms governing Members' access to the Institute's website and related facilities set out the entire agreement between each Member and Willis Towers Watson concerning their participation in the Institute. Should any of these Membership Terms be declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

Nothing in the agreement between Willis Towers Watson and each Member as set out in these Membership Terms and the Membership Subscription Form is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

11 Governing law

Any dispute or claim of any kind involving a Member and Willis Towers Watson or any related person arising out of or related to the Institute shall be governed by and interpreted in accordance with English law, and each Member irrevocably submits to the exclusive jurisdiction of the English courts.