

## European Membership Programme Terms and Conditions

### **Fees and Expenses:**

Payment of Mercer's invoices are due upon receipt, according to stated terms and conditions  
All prices are exclusive of VAT.

### **Use of Mercer Reports and Recommendations:**

Reports, analyses and other materials we provide to you are solely for your internal use. Except for you and your advisors who have a need to know, they may not be given to or shared with anyone else, or used for any purpose other than as we contemplated when we originally provided them, without our prior written consent.  
You agree not to refer to Mercer in the press or for promotional purposes without our prior written consent. We agree not to refer to you in the press or for promotional purposes without your prior written consent.

### **Mercer Intellectual Capital:**

We retain exclusive rights to the intellectual capital (such as methodologies, know how, models, tools, and any graphic or digitized representation of any of these) developed or possessed by Mercer prior to, or acquired during, the performance of the Services.

### **Confidentiality of Client Information:**

We will not disclose to any third parties any confidential or proprietary information we obtain in the course of our work, except as required by law, or as reasonably necessary to perform the Services, or as otherwise authorized by you. This paragraph shall not apply to information that is or becomes publicly available through no fault of Mercer.  
We occasionally use data provided by clients to build normative databases for use by our consultants. These databases benefit all clients and do not identify individual clients or their information.

### **Modification and Cancellation:**

The terms of this engagement may only be modified by the written consent of both parties. In the event of any termination of this Agreement you will pay Mercer all fees earned and all expenses incurred by Mercer through the date of termination.

### **Mercer's Liability :**

Mercer will be liable in connection with the Services or any matter relating to or arising from the Services only for direct damages arising from the wrongful performance of our work.