



The City of Columbus
and Watson Wyatt & Company

Terms and Conditions of Engagement

1. **General.** These general terms and conditions ("general terms") will apply to all engagements for services ("services") provided to you by Watson Wyatt & Company or any entity directly or indirectly owned or controlled by Watson Wyatt & Company (together "Watson Wyatt", "our" or "us") unless the services furnished by such other entity are the subject of a separate written agreement. The terms "You" or "your" means the addressee(s) of an engagement letter or, if no engagement letter is provided, the entities to which Watson Wyatt provides services. These general terms may be changed only by a written amendment signed by the duly authorized representatives of both parties.
2. **Engagement Letters.** From time to time, Watson Wyatt may issue engagement letters for particular projects or assignments. All such engagement letters will be deemed, unless they provide otherwise, to incorporate these general terms (as they may have been amended by mutual written agreement from time to time). Except with respect to the description of specific services and fees for any engagement, these general terms will prevail over any conflicting terms of any engagement letter. Together with such engagement letters, these general terms state the entire understanding between us concerning Watson Wyatt's services and supersede any prior proposals, correspondence or discussions.
3. **Scope of Our Services.** Watson Wyatt will provide the services described in our engagement letters or other communications through which we agree to provide such services. Our undertakings will be limited to advising you concerning those matters on which we have been specifically engaged. Watson Wyatt will perform our services with due care and in accordance with the engagement letters, these general terms and prevailing consulting industry standards for comparable services. Watson Wyatt is not a law firm and we do not provide legal advice. Watson Wyatt is not being engaged to perform any fiduciary functions with respect to you or any employee benefit plan maintained by you or your affiliates. Unless otherwise expressly agreed, we are not assuming the responsibilities of any plan administrator. Except for the warranties expressed in these general terms, Watson Wyatt makes no warranty, either express or implied, with respect to our services.
4. **Fees and Expenses.** Unless we agree otherwise, our fees will be determined taking into account factors which generally include the circumstances relevant to the particular engagement, the time required to perform our services, the novelty and difficulty of the work, the skill required, the experience and seniority of the associates who perform the services, any time limitations or other unusual conditions that may be applicable, and standard hourly rates of our associates in effect at the time services are performed. In addition, we will charge a technical and administrative fee based on a percentage of the consulting fees. You will reimburse us for reasonable out-of-pocket expenses, including travel, incurred in performing the services, unless otherwise agreed. Our invoices for services rendered and expenses incurred are payable 30 days after receipt. A late payment charge is payable on balances outstanding more than 30 days.
5. **Your Responsibilities.** You will provide Watson Wyatt with all necessary documentation and information required in order to enable Watson Wyatt to provide the services. You will also ensure that your employees and any third parties who are otherwise assisting, advising or representing you will co-operate on a timely basis with Watson Wyatt in the provision of our services. Watson Wyatt may rely upon information provided by you or your employees and agents as accurate and complete. If you or your employees and agents are unable to participate in the project as required, or if information provided by you or your employees and agents is inaccurate, incomplete or delayed, the scope of the project may be different, the schedule may be delayed and/or Watson Wyatt may request a modification to the particular engagement to compensate Watson Wyatt for its additional time spent on the engagement.
6. **Resolution of Disputes.** The parties will try to resolve any dispute or claim between the parties arising from or in connection with this agreement or the services provided by Watson Wyatt by appropriate internal means, including referral to each party's senior management. If the parties cannot reach a mutually satisfactory resolution,