

Willis Towers Watson PLC
c/o Willis Group Limited
51 Lime Street, London EC3M 7DQ, England

February 18, 2020

Aon plc
122 Leadenhall Street
London, England

In connection with the consideration by Aon plc (together with your subsidiaries, “you” or “your”) of a possible negotiated transaction (the “Possible Transaction”) involving Willis Towers Watson PLC (together with its subsidiaries, the “Company”) (each of you and the Company, a “Party,” and collectively, the “Parties”), each Party (in such capacity, a “Disclosing Party”) is prepared to make available to the other Party (in such capacity, a “Receiving Party”) certain information concerning the Disclosing Party. In consideration for and as a condition to such information being furnished to the Receiving Party and its Representatives (as defined below), the Receiving Party agrees that it and its Representatives will treat any Confidential Information (as defined below) in accordance with the provisions of this letter agreement (this “Agreement”), and to take or abstain from taking certain other actions as set forth herein.

Each Party recognizes that certain proprietary information pertaining to the other Party and certain sales and marketing information pertaining to the other Party (such information, the “Sensitive Information”) should be disclosed in a manner, and only to the extent, appropriate under applicable antitrust laws. Sensitive Information shall be disclosed to the Receiving Party only after its outside counsel has reviewed that information and the Parties’ outside counsel have agreed that the Sensitive Information is appropriate to be shared with the Receiving Party and the manner in which the Sensitive Information should be shared. Such disclosure of Sensitive Information may be subject to the Parties entering into a customary clean team agreement or similar measures limiting access to certain Sensitive Information to specified individuals.

1. Confidential Information.

(a) The term “Confidential Information” shall mean any information or data concerning or relating to the Disclosing Party and/or any of its affiliates which has been or will be furnished, or otherwise made available, to the Receiving Party or its Representatives by or on behalf of the Disclosing Party before or after the date of this Agreement (whether prepared by the Disclosing Party, its Representatives or otherwise and irrespective of the form of communication), including, without limitation, any confidential or proprietary information of the Disclosing Party or any information or data concerning or relating to the business, financial condition, properties, services, products, technology, employees, operations, strategy, actual or potential prospects, assets or liabilities of the Disclosing Party or any of its affiliates. The term “Confidential Information” shall also be deemed to include all notes, memoranda, summaries, analyses, compilations, forecasts, models, data, studies, interpretations or other documents or materials prepared by the Disclosing Party or its Representatives, or the Receiving Party or any of its Representatives, which use, contain, reflect or are based upon or derived from, in whole or in part, any such information, including Sensitive Information, furnished to the Receiving Party or its Representatives by or on behalf of the Disclosing Party. The term “Confidential Information” shall not include information that the Receiving Party can demonstrate (i) is or

becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach hereof, (ii) was within the Receiving Party's possession prior to it being furnished or made available to the Receiving Party or its Representatives hereunder or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives; provided that, in each case, the source of such information was not known by the Receiving Party or its Representatives (after reasonable inquiry) to be bound by a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other person with respect to such information, or (iii) has been or is subsequently independently developed by the Receiving Party or its Representatives (on the Receiving Party's behalf) without (A) use or benefit of or reference to any Confidential Information or any information from a source known (after reasonable inquiry) by the Receiving Party or its Representatives to be bound by a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party, or (B) breaching this Agreement.

(b) For purposes of this Agreement:

- (i) "affiliate" shall mean, with respect to any specified person, any other person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified person;
- (ii) "control" and derivative terms shall mean, as used in the definition of the term "affiliate" or in relation to the term "affiliate," the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise;
- (iii) "Representatives" shall mean, as to any Party, such Party's controlled affiliates who actually receive Confidential Information and its and such controlled affiliates' members, partners, managers, directors, officers, employees, agents and professional advisors (including, without limitation, consultants, accountants, attorneys and financial advisors); provided that "Representatives" shall not include, without the prior written consent of the other Party, (1) any actual or potential bidding partners or equity financing sources or (2) any actual or potential debt financing sources; and
- (iv) "person" shall be broadly interpreted to include the media and any individual, corporation, limited or general partnership, limited liability company, trust, association, joint venture, governmental or self-regulatory agency or body or other entity or group.

2. Use and Disclosure of Confidential Information.

(a) The Receiving Party hereby agrees that the Receiving Party and its Representatives will keep the Confidential Information confidential and use the Confidential Information solely for the purpose of evaluating, and participating in discussions with the Disclosing Party regarding, the Possible Transaction and for no other purpose; provided that the Receiving Party may disclose such information (A) to those of its Representatives who have a need to know such information for the sole purpose of evaluating the Possible Transaction on the Receiving Party's behalf and who are notified of the restrictions set forth in this Agreement and (B) subject to Section 2(c), to the extent you are Legally Required (as

defined below) to disclose any such information. In any event, each Party agrees, at its sole expense, to (x) undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information and to prevent the Receiving Party and its Representatives from making any unauthorized disclosure or unauthorized use of such information (such measures to be no less stringent than the measures taken with respect to its own confidential and proprietary information and in any event shall involve no less than a reasonable degree of care), (y) be responsible for any breach of, or failure to comply with, this Agreement by any of its Representatives as if such Representatives were parties hereto (it being understood that such responsibility shall be in addition to and not limit any right or remedy the other party may have against such Representatives with respect to such breach) and (z) take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

(b) Each Party agrees that, other than as provided in Section 2(c), without the prior written consent of the other Party, it and its Representatives will not disclose to any person (i) the fact that the Parties are considering the Possible Transaction, (ii) the fact that this Agreement exists (or the contents hereof) or that any Confidential Information has been made available to the Receiving Party or its Representatives or (iii) that discussions, negotiations or investigations are taking place or have taken place concerning the Possible Transaction or any of the terms, conditions or other facts with respect to the Possible Transaction or such discussions, negotiations or investigations including, without limitation, the timing or status thereof (all of the foregoing being referred to as "Transaction Information"). All Transaction Information shall be deemed Confidential Information for all purposes of this Agreement.

(c) In the event that either party or any of its respective Representatives are (i) requested or required by applicable law or regulation or (ii) legally compelled (by deposition, interrogatories, requests for information or documents in legal or administrative proceedings, subpoena, civil investigative demand or other similar legal process) (any of the foregoing in clauses (i) or (ii), "Legally Required") to disclose Confidential Information, such Legally Required Party or such Representative, as applicable, shall provide the other Party with prompt (and in any event prior to any disclosure) written notice, to the extent practicable and not legally prohibited, of the existence, terms and circumstances of any such request or requirement so that the other Party, at its sole expense, may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, the Legally Required Party or its Representatives are nonetheless, upon advice of outside counsel, Legally Required to disclose Confidential Information, such Legally Required Party or its Representatives may disclose only that portion of the Confidential Information which such outside counsel advises is Legally Required to be disclosed; provided that (i) such Legally Required Party shall exercise (and shall cause its Representatives to exercise) commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, obtaining reliable assurance that confidential treatment shall be afforded such information and (ii) such disclosure was not caused by or resulted from a previous disclosure by such Legally Required Party or any of its Representatives in violation of this Agreement. The Legally Required Party and its Representatives shall cooperate fully with (and shall not oppose any action by) the other Party to obtain a protective order or other relief to prevent or narrow the disclosure of the Confidential Information or to obtain reliable assurance that confidential treatment will be afforded the Confidential Information. For the avoidance of doubt, nothing in this Agreement shall impose any restriction of a type prohibited by Rule 2.3(c) or any other provision of the Irish Takeover Panel Act, 1997, Takeover Rules 2013 (the "Takeover Rules").

(d) Notwithstanding anything to the contrary in this Agreement, each Party agrees that, unless and until a Definitive Transaction Agreement (as defined below) is executed, neither it nor any of its Representatives will, without the prior written consent of the other Party, enter into any agreement, arrangement or understanding with any person with respect to participating in a Possible Transaction, including, without limitation, an equity participation in a Possible Transaction, a sale of a portion of the equity or assets of the other Party simultaneously with or following a transaction involving the other Party, or any other form of joint transaction by either Party or its affiliates and such person involving the other Party. Furthermore, each Party acknowledges and agrees that neither it nor its Representatives has, prior to the date hereof, entered into any such agreements, arrangements or understandings with any person. Each Party agrees that neither it nor any of its Representatives shall, without the prior written consent of the other Party, (i) communicate with any potential bidding partners or financing sources regarding the Possible Transaction or (ii) enter into any agreement, arrangement or understanding (or have any discussions which might lead to such agreement, arrangement or understanding), whether written or oral, with any actual or potential bidding partners or financing sources that could reasonably be expected to limit, restrict, restrain, or otherwise impair in any manner, directly or indirectly, the ability of such partners or financing sources to provide financing or other assistance to any other person in any other possible transaction involving the other Party.

(e) For the avoidance of doubt, each party agrees that nothing in this Agreement shall operate to alter the Disclosing Party's obligations under, or restrict its compliance with, Rule 20.2 of the Takeover Rules.

(f) Each Party agrees that Aon plc will be and is under no obligation to announce a firm intention to make an offer for the Company under Rule 2.5 of the Takeover Rules as a consequence of entry into this Agreement.

3. Destruction of Confidential Information. If either Party determines it does not wish to proceed with the Possible Transaction, it will promptly notify the other Party in writing of that decision. In such event or if otherwise requested by the Disclosing Party or one of its Representatives, the each Party will, and will cause its Representatives to, promptly (and in any event within five (5) days of such event or request) destroy or erase all Confidential Information (and all copies thereof) in its possession or its Representatives' possession, as applicable. Each Party shall deliver to the other within ten (10) days of such event or request a written certification executed by an authorized officer that such destruction or erasure has occurred. Notwithstanding the foregoing, each party and its Representatives may retain one copy of any Confidential Information to the extent required to comply with applicable legal or regulatory requirements or established bona fide document retention policies for use solely to demonstrate compliance with such requirements; provided that any retained information shall solely be accessible by information technology personnel to demonstrate compliance with legal or regulatory requirements and shall be destroyed or erased in the ordinary course of business. Notwithstanding the destruction or retention of the Confidential Information, the Receiving Party and its Representatives will continue to be bound by the obligations hereunder and such obligations will survive the termination of this Agreement with respect to any retained Confidential Information.

4. Inquiries. Each Party agrees that the General Counsel of the Company or his designees, on behalf of the Company, and that your General Counsel or his designees, on your behalf (each such person, in such capacity, the "Contact Person") has responsibility for arranging appropriate contacts for due diligence in connection with the Possible Transaction

with the other Party and that (a) all communications regarding the Possible Transaction, (b) requests for additional information and requests for facility tours, management or similar meetings in connection with the Possible Transaction or Confidential Information and (c) discussions or questions regarding procedures with respect to the Possible Transaction will be submitted or directed only to the Contact Person or such other person as may be expressly designated by the other Party in writing, and not to any other Representative of the other Party.

5. No Representations or Warranties; No Agreement. Each Party acknowledges and agrees that neither the Disclosing Party nor any of its Representatives (a) makes any representation or warranty, express or implied, as to the timeliness, accuracy or completeness of the Confidential Information, (b) is under any obligation to provide or make available to the Receiving Party or its Representatives any information that in the Disclosing Party's sole and absolute discretion it determines not to provide or (c) shall have any obligation or liability to the other Party or its Representatives on any basis relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom (including, without limitation, any obligation to update, supplement or correct any Confidential Information). The Parties further acknowledge and agree that only those representations, covenants or warranties which are made in a final definitive agreement between the Parties regarding the Possible Transaction (a "Definitive Transaction Agreement"), subject to such limitations and restrictions as may be specified therein, when, as and if executed, will be relied upon by the Parties or their Representatives and will have any legal effect. Each Party acknowledges and agrees that unless and until a Definitive Transaction Agreement between the Parties has been executed and delivered, neither Party will be under any legal obligation with respect to the Possible Transaction by virtue of this Agreement or any other written or oral expression. Each Party further acknowledges and agrees that it and its Representatives shall not have any claims against the Company or its Representatives arising out of or relating to (x) the Possible Transaction or its evaluation thereof or (y) the Confidential Information or any action or inaction taken occurring in reliance on such information, other than claims against the parties to a Definitive Transaction Agreement in accordance with the terms thereof. Each Party further acknowledges and agrees that neither Party nor any of its Representatives shall have any legal, fiduciary or other duty to any prospective or actual purchaser with respect to the manner in which any sale process is conducted and that each Party reserves the right, in its sole discretion, to conduct the process leading up to the Possible Transaction, if any, as each Party and its Representatives determine, including, without limitation, by negotiating with any third party and entering into a preliminary or definitive agreement with a third party, rejecting any and all proposals made by the other Party or any of its Representatives with regard to the Possible Transaction, terminating discussions and negotiations with the other Party at any time and for no reason and terminating or denying access to Confidential Information at any time and for no reason. Furthermore, each Party acknowledges and agrees that nothing contained in this Agreement nor the furnishing of Confidential Information shall be construed as granting or conferring any rights, by license or otherwise, in any intellectual property of the Disclosing Party, and that all right, title and interest in the Confidential Information shall remain with the Disclosing Party.

6. No Waiver of Privilege. To the extent the Confidential Information includes materials subject to work product, attorney-client or similar privilege, neither Party is waiving, and shall not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any Confidential Information to the other Party or any of its Representatives.

7. No Solicitation. For a period of twelve (12) months from the date hereof, neither Party nor any of its controlled affiliates or any person acting on its or their behalf will, without the prior written consent of the other Party, directly or indirectly, solicit, hire, employ, engage (including, without limitation, as an independent contractor), or offer to hire, employ or engage, any of the officers of the non-soliciting Party with whom the soliciting Party first came in contact in connection with the Possible Transaction; provided that the foregoing shall not prohibit either Party or such affiliates from (a) making any general solicitation for employment by use of advertisements in the media that is not specifically directed or targeted at any officer, employee or independent contractor of the non-soliciting Party and (b) hiring any such officer who responds to any such general solicitation or who otherwise initiates contact regarding employment. Each Party agrees that it and its Representatives will not, without the consent of the board of directors of the other Party (the "Other Party's Board"), engage in discussions with management of the other Party regarding the economic terms of their post-transaction employment or equity participation as part of, in connection with or after a Possible Transaction.

8. Standstill.

(a) Each Party hereby represents and warrants that, as of the date of this Agreement, neither it nor any of its controlled affiliates, nor any person who may be deemed to be acting in concert with such Party or any of its controlled affiliates with respect to the other Party or its securities, beneficially owns (as such term is used in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) any securities of the other Party, including, without limitation, any Derivatives Securities (as defined below), and whether or not any such person has the right to acquire beneficial ownership thereof within sixty (60) days or within any longer or shorter period of time.

(b) Each Party hereby agrees that, for a period of twelve (12) months from the date hereof, unless specifically invited in advance by the Other Party's Board or Chief Executive Officer, or otherwise specifically invited in writing by the other Party or its Representatives as part of, and in accordance with, the Parties' process for the Possible Transaction, neither Party nor any of its controlled affiliates nor any other person (including such Representatives) acting on behalf of or at the direction of such Party or any such affiliate will, acting alone or as part of a group, directly or indirectly:

- i. acquire (or offer, seek, propose or agree to acquire), sell (or offer, seek, propose or agree to sell) or otherwise obtain (or offer, seek, propose or agree to otherwise obtain), (A) (I) any securities of the other Party (or any direct or indirect rights to acquire securities of the other Party), (II) any securities convertible into or exercisable or exchangeable for any such securities, (III) any direct or indirect rights or options to acquire or sell (or any options or other derivative instruments, contracts or securities in any way related to the price of or that give the right to direct the voting or disposition of) any securities of the other Party, or (IV) any securities convertible into or exercisable or exchangeable for any of the foregoing (or any other economic interest in or obligations measured by the price or value of any shares of capital stock of the other Party, including, without limitation, any swaps or other derivative arrangements) (clauses (II) through (IV), collectively, "Derivative Securities"), in each case, whether or not any of the foregoing would give rise to "beneficial ownership" (as defined under Rule 13d-3 promulgated under the

Exchange Act), or (B) any significant portion of the assets, properties, business or indebtedness of the other Party;

- ii. make, engage in or participate in any “solicitation” of “proxies” (as such terms are used in the proxy rules of the Securities and Exchange Commission promulgated under Section 14 of the Exchange Act without regard to the exclusion set forth in Rule 14a-1(1)(2)(iv) promulgated thereunder) or consents or undertakings to vote any securities of the other Party (whether or not related to the election or removal of directors), or otherwise seek to influence or control, in any manner whatsoever, the voting of any securities of the other Party;
- iii. make any proposal to the Other Party’s Board, management or stockholders with respect to, or make any public announcement with respect to, or submit a proposal or offer that would reasonably be expected to require public disclosure for, directly or indirectly, any merger, business combination, asset purchase, recapitalization, reorganization, tender offer, exchange offer, restructuring, liquidation, dissolution or other extraordinary transaction involving the other Party or any of its securities, assets or properties;
- iv. form, join or in any way participate in a “group” as defined in Section 13(d)(3) of the Exchange Act in connection with any of the foregoing in clauses (i)-(iii) or otherwise act in concert with any other person with respect to the securities of the other Party or any of the matters set forth in this Section 8(b);
- v. otherwise seek, alone or in concert with others, representation on the Other Party’s Board or to influence or control in any manner whatsoever the board of directors of the other Party or the management, policies or affairs of the other Party;
- vi. demand a copy of the other Party’s record of security holders, stock ledger list or any other books or records of the other Party, including, without limitation, by (A) calling or seeking to call a meeting of the other Party’s shareholders or otherwise seeking to influence the timing of such meeting, (B) submitting, initiating, participating in or encouraging the submission of any proposal or action by the other Party’s shareholders or (C) seeking the removal of any member of the Other Party’s Board or otherwise seeking representation on the Other Party’s Board in any manner;
- vii. take any action that could reasonably be expected to require either Party to make a public announcement regarding any of the matters (or the possibility of any of the matters) described in this Section 8(b);
- viii. request or otherwise make any proposal or demand that the other Party or the Other Party’s Board amend, waive or terminate any provision of this Section 8(b);
- ix. make any proposal or disclose any intention, plan or arrangement inconsistent with any of the foregoing; or

- x. enter into any substantive discussions, negotiations, understanding or arrangements with any other person (or otherwise advise, assist, direct or encourage any other person) with respect to any of the foregoing.

(c) Notwithstanding the foregoing, Section 8(b) shall be of no further force or effect if (i) either Party enters into a definitive agreement with any other person or “group” of persons that, if consummated, would involve the direct or indirect acquisition of (A) a majority of such Party’s equity securities (or, following which transaction the persons and entities who, immediately prior to such transaction, beneficially owned securities representing a majority of the voting power of such Party do not continue to beneficially own, directly or indirectly, a majority of the voting power of the combined entity) or (B) all or substantially all of such Party’s and its subsidiaries’ assets, on a consolidated basis, in each case (A) and (B), other than in connection with an internal restructuring transaction involving only such Party, one or more of its subsidiaries and/or any holding company formed for the purpose of such transaction, which, for the avoidance of doubt, would include, without limitation, any re-incorporation, spin-off, split-off or similar transaction involving any division or operating segment of such Party; provided, that if such definitive agreement is subsequently terminated from and after such termination the terms of this Section 8 shall become effective again or (ii) a tender or exchange offer is commenced by any person not affiliated with a Party (or with whom such Party would form part of a “group” as defined in Section 13(d)(3) of the Exchange Act) that, if consummated, would result in all or a majority of the other Party’s equity securities being owned by persons other than the other Party or the then-current holders of the other Party’s equity securities, and the Other Party’s Board (or a committee thereof) fails to recommend within ten (10) business days from the date of commencement of such offer that its stockholders reject such offer. Notwithstanding anything to the contrary in Section 8(b), either Party shall be entitled to make confidential proposals to the Chief Executive Officer or Chairman of the Other Party’s Board regarding any of the matters set forth in Section 8(b), but only so long as such request or proposal would not reasonably be expected to require any public disclosure by either Party.

9. Material Non-Public Information. Each Party acknowledges and agrees that it is aware (and that its Representatives are aware or, upon providing any Confidential Information to such Representatives, will be advised by such Party) that (a) Confidential Information being furnished hereunder may contain material non-public information regarding the other Party and its affiliates and (b) that the United States securities laws generally prohibit any persons who have material, non-public information from purchasing or selling securities of a company on the basis of such information or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities on the basis of such information.

10. Remedies. Each Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that would result to the other Party if such information is disclosed in breach of this Agreement. Each Party hereby agrees that any breach of this Agreement by it or any of its Representatives would result in irreparable harm to the other Party and that money damages would not be a sufficient remedy for any such breach. Accordingly, each Party agrees that the injured Party shall be entitled to equitable relief, including, without limitation, injunction and specific performance, as a remedy for any breach or threatened breach hereof by the other Party or its Representatives, and that neither it nor its Representatives shall oppose the granting of such relief. Such relief shall be available without the obligation to prove any damages underlying such breach or threatened

breach. Each Party agrees to waive, and to use commercially reasonable efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedies available to the non-breaching Party for any breach or threatened breach of this Agreement by the other Party or its Representatives, but shall be in addition to any and all other remedies available to the non-breaching Party at law or in equity. If either Party prevails in any enforcement proceeding in respect of this Agreement, or a court of competent jurisdiction determines that the other Party or any of its Representatives have breached this Agreement (including upon any appeal), then the breaching Party shall be liable and pay to and reimburse the non-breaching Party and its Representatives for their respective costs of such enforcement and/or litigation, including, without limitation, their reasonable legal fees incurred in connection therewith.

11. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, and all claims, proceedings or causes of action (whether in contract, tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to any laws, rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. Each Party hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of the courts of the State of New York located in New York County (collectively, the “Courts”), for any lawsuits, actions, claims or other proceedings that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement and (b) waives any objection it may now or may hereafter have to laying of venue in the Courts, including, without limitation, based on improper venue or forum non conveniens. You agree not to commence any such lawsuit, action, claim or other proceeding except in the Courts. **ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT, ACTION, CLAIM OR OTHER PROCEEDING BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT IS EXPRESSLY AND IRREVOCABLY WAIVED.**

12. Authority to Enter into Agreement. Each Party hereby represents and warrants to the other Party that this Agreement has been duly authorized by all necessary organizational action, has been duly executed and delivered by one of your officers and is enforceable against you in accordance with its terms.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior negotiations, understandings, arrangements, agreements and discussions, whether oral or written, between the Parties or their Representatives related to the subject matter hereof. Notwithstanding this Section 13, the Joint Defense and Confidentiality Agreement dated June 29, 2019 entered into by counsel to the Parties remains in full force and is not modified or superseded by this Agreement.

14. Assignment; Third Party Beneficiaries. This Agreement and the rights and obligations herein may not be assigned or otherwise transferred, in whole or in part, by either Party without the written consent of the other Party; provided, however, that either Party may assign all of its rights, powers, privileges and obligations under this Agreement to its affiliates or to any person that consummates a transaction with such Party that is similar to the Possible Transaction. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Any attempted assignment not in compliance

with this Agreement shall be void ab initio and this Agreement is not intended to, and does not, confer upon any person other than the Parties any rights or remedies hereunder; provided that each of the entities that is included in the definition of “Company” or “you” is an express, third-party beneficiary of this Agreement.

15. No Modification. No provision of this Agreement can be waived, modified or amended without the prior written consent of the Parties, which consent shall specifically refer to the provision to be waived, modified or amended and shall explicitly make such waiver, modification or amendment. It is understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

16. Counterparts. This Agreement may be executed in counterparts, each of which when executed shall be deemed an original and all of which taken together shall constitute one instrument. Delivery and exchange of an executed counterpart by electronic means (including by portable document format or by facsimile) shall be deemed to have the same effect as delivery of a manually executed counterpart containing an original signature.

17. Severability. If any term or provision of this Agreement is found to violate any law, statute, regulation, rule, order or decree of any governmental authority, court or agency, such invalidity shall not be deemed to affect any other term or provision hereof or the validity of the remainder of this Agreement, and there shall be substituted for the invalid term or provision a substitute term or provision that shall as nearly as possible achieve the intent of the invalid term or provision.

18. Term. This Agreement shall terminate and cease to have any force and effect upon the earlier to occur of (a) the closing of the Possible Transaction or (b) the date that is two (2) years from the date of this Agreement; provided that (x) such termination shall not relieve either Party of any liability for any breach of this Agreement by it or its Representatives prior to such termination and (y) Section 3 of this Agreement shall survive such termination.

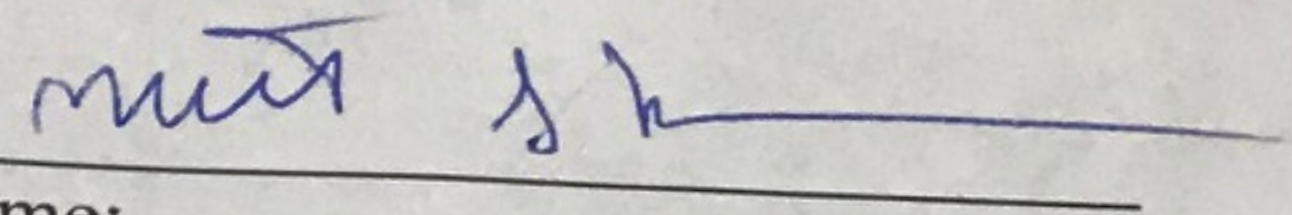
19. Notices. All notices to be given to the Company hereunder shall be in writing and delivered personally or by overnight courier, addressed to Willis Towers Watson at 200 Liberty Street, Floor 6, New York, NY 10281, Attn: Matt Furman or by email to Matt.Furman@willistowerswatson.com. All notices to be given to you hereunder shall be in writing and delivered personally or by overnight courier, addressed to AON at AON Center, 200 East Randolph Street, Chicago, Illinois 60601, Attn: Darren Zeidel, or by email to Darren.zeidel@aon.com.

[Remainder of Page Intentionally Left Blank]

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this Agreement shall become a binding agreement between Willis Towers Watson PLC and you.

Very truly yours,

WILLIS TOWERS WATSON PLC

By: 
Name:
Title:

Accepted and agreed as of
the date first written above:

AON PLC

By: _____
Name:
Title:

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this Agreement shall become a binding agreement between Willis Towers Watson PLC and you.

Very truly yours,

WILLIS TOWERS WATSON PLC

By: _____

Name:

Title:

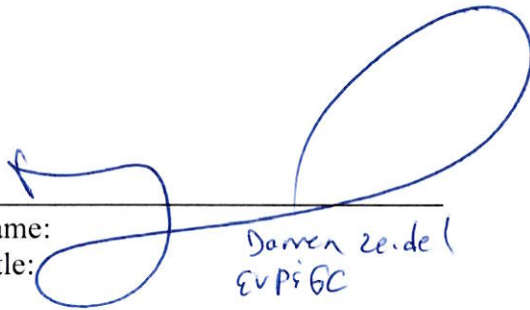
Accepted and agreed as of
the date first written above:

AON PLC

By:

Name:

Title:



Damen Zeidel
EVP & GC

Signature Page to Confidentiality Agreement