

Future Insurance Leaders Program

Mentor agreement

Parties to this mentor agreement (hereinafter referred to as “mentor agreement”)

The Consilient Consultancy Limited (owner of the “consiliNet” brand and referred to hereinafter as “the program manager”)

Address: The Lodge, Castleoliver, Ardpatrick, Kilmallock, Co. Limerick, Ireland, V35 V634

and

Name (the “program mentor”)

Address:

Preamble

The Consilient Consultancy Limited (“Consilient”) was first established in January 2016 as a sole establishment under a professional license issued by Dubai Economic Department. Since March 2020 it has operated as a limited company established in Ireland and registered with the Companies Registration Office. Consilient provides consultancy services in the fields of health system financing, health insurance and insurance in general. Its clients can be government ministries, regulators, insurance companies, pharmaceutical companies and claims administration companies.

The Consilient Consultancy Limited has established “consiliNet” as a network of individuals and firms with certain skills and knowledge who can work with The Consilient Consultancy Limited on projects on an occasional basis as either a joint contracting partner or as a subcontractor.

One of consiliNet’s services is its Future Insurance Leaders Program “the program” or “FILP” which seeks to identify future leaders in insurance and connect them to consiliNet’s mentor network.

Commencement and duration

- 1) This mentor agreement is made and becomes effective as of 00.01hrs GMT immediately following the date of the last signature
- 2) Unless cancelled by either party, this mentor agreement will remain valid and in full force and be automatically renewed every 12 months without any further action to be taken by either party.

Purpose

- 3) The purpose of this mentor agreement is to establish and describe a mutual relationship between the parties whereunder:
 - a) The program manager admits the program mentor to FILP as an individual who wishes to provide mentor services to consiliNet’s FILP members
 - b) The program manager will introduce its FILP members to such members of its mentor group as are appropriate to the program member’s needs
 - c) The program mentor will provide to the program manager such details as are necessary to facilitate such introductions to include, contact details (physical address, email ID and mobile phone number), resume or curriculum vitae and details of specific areas of the insurance business

in which the program mentor wishes to provide its services (line of business, job function, geographic scope)

Mentor eligibility criteria

- 4) The following are the eligibility criteria to be satisfied by mentors:
 - a) Applicants must be in the age range of 35 to 70 years attained
 - b) Applicants must hold a first degree or equivalent
 - c) Applicants must possess a high-level professional qualification (Associate, Fellow or equivalent) issued by a recognised insurance professional body or similar awarding body related to the insurance sector
 - d) Applicants must be able to demonstrate a minimum 15-year history working in the insurance sector or in an insurance related capacity in a related sector

Financial arrangements

- 5) Program mentors are not charged any fees to be part of the program
- 6) Whilst FILP is operated on a not-for-profit basis, admittance of a program member will require a nominal annual membership fee (120 Euro per annum) to cover administrative costs in relation to the management of the program. The program manager will require payment of no other fees in relation to its services under its terms of membership with FILP members
- 7) Whilst we expect that most program mentors will provide their services free of charge, mentors have the right to charge fees for their services. The program manager will indicate to its FILP members which of its mentors may charge fees. Any such arrangements entered into are to be agreed directly between the mentor and the FILP member. The program manager will have no involvement in the negotiation, establishment or management of such arrangements
- 8) The program manager reserves the right to request from the mentor a percentage of any such fees which the program mentor may charge FILP members introduced to the program mentor subject to a minimum 10% and subject to individual negotiation with the program mentor. Any such payments agreed will be due for settlement on a quarterly basis, in arrears
- 9) The program mentor hereby undertakes to disclose all such fees received from FILP members on a quarterly basis

Mentor services and program member feedback

- 10) The type and frequency of mentor services provided by mentors to program members will be agreed between the mentor and individual program members on a case-by-case basis. The program manager will not specify the type or frequency of the services
- 11) The program manager will solicit feedback from program members on their mentor's services on a regular basis (at least every 6 months) and will share this feedback with the mentor

Relationship between the parties

- 12) This mentor agreement shall not be deemed to create any relationship of agency, formal partnership or joint venture between the parties and neither party may make any such representation to anyone
- 13) The program manager may, with the prior general or case specific consent of the program mentor, communicate publicly by whatever means the fact that the program mentor is a mentor participant of FILP

- 14) The program mentor may communicate publicly that it is a mentor participant of FILP at any time after it is admitted as a program mentor for the period of time that it remains as a program mentor without the prior consent of the program manager

Non-circumvention

- 15) Where the program manager introduces (or discloses the identities of) FILP members to the program mentor, the program mentor undertakes
 - a) Not to directly or indirectly initiate, solicit, negotiate, contract or enter into any agreements or undertakings with any such persons identified or introduced by the program manager as a mentor of services subject of this ToM without the prior consent of the program manager
 - b) Not to seek to bypass, compete with, avoid or circumvent the program manager by exploiting or deriving any benefit from the introduction or disclosure of identity of FILP members introduced without the prior written consent of the program manager
- 16) Clause 15) shall remain binding for a period of 24 months from the date of the introduction or disclosure of identity of any program member to the program mentor

Use of corporate logos and branding

- 17) The program mentor may not use any logo or mark of The Consilient Consultancy Limited, consiliNet or any other brands owned by The Consilient Consultancy Limited in any communications be they in print, video, online media or any other electronic format without the prior written consent of the program manager

Termination

- 18) Should either party wish to terminate this mentor agreement it may do so by providing 14 calendar days' notice in writing to the other party

Disclosure

- 19) The specific terms and conditions of this mentor agreement shall not be disclosed to any third parties without the prior written consent of both parties except where such disclosure is required by a court or other competent judicial authority

Transferability

- 20) The rights of either party under this mentor agreement shall not be transferable or assignable either in whole or in part

Alterations

- 21) No alteration or modification of this mentor agreement shall be valid unless in writing and agreed upon by both parties

Notices

- 22) Notices under this agreement shall be delivered in writing to the physical address of each party shown in this agreement. Where, in place of a physical notice, a notice is delivered electronically its delivery will be assumed to have taken place upon the date and time that it was sent to the recipient's valid email address from the sender's mailbox

Economic sanctions

23) This mentor agreement does not provide any benefit for any business or activity to the extent that the benefit or the underlying business or activity would violate any applicable sanction law or regulations of the United Nations, the European Union or any other applicable economic or trade sanction law or regulations

Anti-corruption

24) The parties shall not commit, authorize or permit any action which would cause the parties and/or the parties' affiliates to be in violation of any applicable anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments to government officials, representatives of public authorities or their associates, families or close friends.

25) Each party agrees that it will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other party nor accept, or agree to accept from any employee, representative or third party acting on behalf of the other party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of this mentor agreement.

26) The parties shall promptly notify each other, if they become aware of or have specific suspicion of any corruption with regard to matters under the scope of this mentor agreement.

27) In case any prohibited payments or gifts are made by either party as stated in this clause above, or if either party has reasonable cause to believe that such payments or gifts have been or are being made by the other party, the non-defaulting party may terminate this mentor agreement with immediate effect

Dispute resolution

28) In the event of a dispute arising between the parties to this agreement in relation to this agreement and in the absence of a resolution between the parties within 28 calendar days of the dispute arising, the parties agree to refer the matter to arbitration

29) Referral to arbitration can be made by either party to a suitably registered arbitration firm or body agreeable to both parties

30) Where agreement on an arbitration firm or body cannot be agreed upon between the parties the matter will be referred to the courts of the Republic of Ireland

Applicable law

31) This mentor agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Republic of Ireland

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Assent of the parties

Signed by Robin Kevin Ali, Head of Practice, The Consilient Consultancy Limited

Signature above this line

As of this date

Date above this line

Signed by

Signature above this line

As of this date

Date above this line