

SILLS CUMMIS & GROSS P.C.

Andrew H. Sherman, Esq.
S. Jason Teele, Esq.
Gregory A. Kopacz, Esq.
Oleh Matviyishyn, Esq.
One Riverfront Plaza
Newark, New Jersey 07102
(973) 643-7000 (Telephone)
(973) 643-6500 (Facsimile)
asherman@sillscummis.com
steele@sillscummis.com
gkopacz@sillscummis.com
omatviyishyn@sillscummis.com

Counsel to the Debtors and Debtors-in-Possession

Caption in Compliance with D.N.J. LBR 9004-1(b)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

GLOBAL BENEFITS GROUP, INC., *et al.*,¹

Debtors.

Chapter 11 (Subchapter V)

Case No. 24-16134 (CMG)

(Jointly Administered)

**APPLICATION OF THE DEBTORS FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF PWC US TAX LLP AS TAX COMPLIANCE SERVICES
PROVIDER TO THE DEBTORS, EFFECTIVE AS OF SEPTEMBER 1, 2024**

The above-captioned debtors and debtors-in-possession (the “*Debtors*”) submit this application (the “*Application*”) for entry of an order, substantially in the form attached as **Exhibit A** (the “*Proposed Order*”) authorizing the retention and employment of PwC US Tax LLP (“*PwC US Tax*”) as the Debtors’ tax compliance services provider in these chapter 11 cases, effective as of September 1, 2024. In support of the Application, the Debtors submit the declaration

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Global Benefits Group, Inc. (2750) GBG Holding Incorporated (0280); and International Claims Services, Inc. (6650). The Debtors’ address is 902 Carnegie Center Drive, Suite 100, Princeton, NJ 08540.

of Julie Goosman, a Partner of PwC US Tax, which is attached as **Exhibit B** (the “*Goosman Declaration*”), and respectfully state as follows:

BACKGROUND

1. On June 18, 2024 (the “*Petition Date*”), the Debtors filed voluntary petitions for relief under chapter 11, subchapter V, of the Bankruptcy Code (the “*Chapter 11 Cases*”).

2. The Debtors are currently operating their businesses and managing their properties as debtors-in-possession pursuant to section 1184 of the Bankruptcy Code.

3. On June 21, 2024, the Office of the United States Trustee appointed Joseph A. Schwartz, Esq. as the Subchapter V Trustee.

4. Additional information regarding the commencement of these Chapter 11 Cases is set forth in the *Declaration in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 9] (the “*First Day Declaration*”).

JURISDICTION

5. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered on July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). This is a core proceeding under 28 U.S.C. § 157(b)(2).

6. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

7. The bases for the relief requested are sections 327(a), 328(a) and 330 of the Bankruptcy Code, rule 2014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and rule 2014-1 of the Local Rules of the United States Bankruptcy Court District of New Jersey (the “*Local Rules*”).

RELIEF REQUESTED

8. The Debtors seek entry of the Proposed Order, authorizing the Debtors to employ and retain PwC US Tax as tax compliance services provider to the Debtors, effective as of September 1, 2024, pursuant to the terms and conditions of the Engagement Letter (as defined below), subject to the limitations and modifications proposed herein and provided for in the Proposed Order.

FACTS SPECIFIC TO RELIEF REQUESTED

A. Qualifications

7. The Debtors seek to employ PwC US Tax to provide tax compliance services to the Debtors because, among other things, PwC US Tax is a leading tax services firm and has offices across the United States. PwC US Tax professionals have considerable experience providing tax services, including to businesses in a chapter 11 environment and PwC US Tax professionals have been employed in numerous cases under the Bankruptcy Code. Accordingly, the Debtors believe that PwC US Tax is qualified to provide tax compliance services during these Chapter 11 Cases in an efficient and timely manner.

8. As set forth in the Goosman Declaration, the Debtors engaged PwC US Tax as their tax compliance services provider pursuant to the terms and conditions set forth in the following engagement letter: the engagement letter dated February 7, 2024, attached hereto as **Exhibit C** (the “*Engagement Letter*”).²

9. PwC US Tax has indicated a desire and willingness to act in these Chapter 11 Cases to render the Professional Services (as defined below) on the terms set forth in the Engagement

² All summaries herein are provided for convenience only and are qualified by reference to the Engagement Letter. To the extent that this Application and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter shall control. Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to such terms in the Engagement Letter.

Letter, as the same may be modified by the Proposed Order. Pursuant to the Engagement Letter and subject to the Court's entry of the Proposed Order, all services that PwC US Tax provides to the Debtors will be: (y) at the request of the Debtors; and (z) appropriately directed by the Debtors so as to avoid unnecessary duplication of efforts among the Debtors' other professionals retained in these Chapter 11 Cases.

B. Scope of Services

10. As requested by the Debtors, and consistent with the terms of the Engagement Letter, PwC US Tax was asked to provide the following tax compliance services (collectively, the "*Professional Services*"):

- a. PwC US Tax will prepare and sign as preparer the U.S. federal and state tax returns and extensions for Global Benefits Group, Inc. ("**GBGI**") for the tax year beginning January 1, 2023 through December 31, 2023, as requested by GBGI for the entities listed in Exhibit I to the Engagement Letter. GBGI and PwC US Tax may mutually agree in writing to revise the listing of entities and tax returns included in Exhibit I to the Engagement Letter and make a related adjustment to PwC US Tax's fees.³

11. If the Debtors request that PwC US Tax perform additional services not contemplated by the Engagement Letter, the Debtors and PwC US Tax will mutually agree upon such services and fees in writing in advance, and if the additional services require an amendment to or statement of work with respect to the Engagement Letter, or entry into a separate engagement letter, the Debtors shall file notice of such documents with the Court, together with a supplemental declaration if appropriate, in accordance with the Court's approval procedures and the terms of the Proposed Order. Provided no objection is timely filed to the proposed services and agreements,

³ The Engagement Letter also contemplates performance of certain Recurring Tax Services, which would be paid pursuant to agreed hourly rates. Such services are not included here as the work to be performed does not contemplate such hourly fees being incurred, and only the fixed fee services remain at this time.

PwC US Tax will continue to provide the requested services, subject to any prior order entered by the Court on PwC US Tax's retention and employment.

C. Professional Compensation

12. Pursuant to the terms and conditions of the Engagement Letter, and subject to the Court's approval, PwC US Tax is providing the Professional Services during the Chapter 11 Cases under a fixed fee arrangement. The following outlines the proposed compensation structure that is set forth in the Engagement Letter (the "*Fee and Expense Structure*"):

- (a) PwC US Tax has agreed to be paid a total fixed fee of \$133,000 for the Professional Services set forth in the Engagement Letter, which during the Chapter 11 Cases will exclude the hourly fees for "Recurring Tax Services". Prepetition, the Debtors paid PwC US Tax \$100,000 for the "2023 Tax Compliance Services" described in the Engagement Letter, and as of the date hereof, \$33,000 remains to be paid for the agreed Professional Services.⁴

13. PwC US Tax invoices the Debtors for PwC US Tax's actual, reasonable, and necessary expenses during these Chapter 11 Cases, including travel (and internal per-ticket charges), delivery services, applicable sales, use, excise or value-added tax, the fees and expenses of outside counsel, to the extent applicable, and other expenses incurred in providing the Professional Services.

14. As noted above, the Professional Services will only involve PwC US Tax finalizing its preparation and filing of the Debtors' remaining 2023 tax returns for the Debtors' federal, state and local tax authorities. Certain of the Professional Services must be completed in a shortened timeframe, though the Professional Services are also anticipated to continue post-confirmation (at the direction of the appointed representative of the Debtors' estates). Accordingly, and given the

⁴ The Engagement Letter originally provided for hourly fees to be charged for "Recurring Tax Services." PwC US Tax and the Debtors do not believe that there will be hourly fees incurred for Recurring Tax Services during the pendency of the Chapter 11 Cases and are omitting a request to approve such fees at this time.

Fee and Expense Structure, PwC US Tax will file with the Court notice pursuant to the Federal Rules and Local Rules as to substantial completion of the Professional Services to request payment of the remaining amount of the fixed fee, totaling \$33,000. If PwC US Tax incurs any additional fees during the pendency of the Chapter 11 cases, other than the agreed balance of the fixed fee above, PwC US Tax agrees to submit a fee application to the Court to request approval and payment of such fees.

15. Except as set forth in the Goosman Declaration, PwC US Tax has, in accordance with section 504 of the Bankruptcy Code, agreed not to share any compensation paid by the Debtors with any non-affiliated or unrelated entity.

D. Indemnification

17. As part of the overall compensation payable to PwC US Tax under the terms of the Engagement Letter, the Debtors agreed to certain indemnification obligations described in the Engagement Letter and subject to modifications set forth in the Proposed Order. The terms of the Engagement Letter and the indemnification provisions were fully negotiated at arm's length. The Debtors believe that the indemnification provisions are reasonable and in the best interest of the Debtors, their estates, and their creditors, and that such provisions are customary and reasonable for engagements of this nature. The Debtors believe that the proposed modifications to the indemnification provisions of the Engagement Letter as set forth in the Proposed Order are appropriate under the circumstances.

E. Disinterestedness

18. The Debtors paid PwC US Tax the sum of \$100,000 in the 90 days prior to the Petition Date. As of the Petition Date, the Debtors did not owe PwC US Tax any money on account of prepetition services performed.

19. The Debtors' knowledge, information, and belief regarding certain of the matters set forth in this Application, including, without limitation, PwC US Tax's disinterestedness, are based on, and are made in reliance upon, the Goosman Declaration. In reliance on the Goosman Declaration, the Debtors believe that, except as set forth in the Goosman Declaration, PwC US Tax: (a) has no connection with the Debtors and the parties identified in that certain Parties in Interest list; (b) does not hold any interest adverse to the Debtors or the Debtors' estates; and (c) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required by section 327(a) of the Bankruptcy Code.

20. The Debtors were informed that PwC US Tax will conduct a periodic review of its files to ensure that no disqualifying circumstances arise. To the extent any information PwC US Tax discloses requires amendment, modification or supplementation, as additional information becomes available, PwC US Tax will submit a supplemental declaration to the Court.

BASIS FOR RELIEF REQUESTED

A. The Debtors' Retention and Employment of PwC US Tax Is Appropriate Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014.

21. Section 327 of the Bankruptcy Code provides, in relevant part, as follows:

Except as otherwise provided in this section, the trustee, with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

22. Section 328 of the Bankruptcy Code provides, in relevant part, as follows:

The trustee . . . with the court's approval, may employ or authorize the employment of a professional person under

section 327 . . . of this title . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, or on a contingent fee basis. Notwithstanding such terms and conditions, the court may allow compensation different from the compensation provided under such terms and conditions after the conclusion of such employment, if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.

Id. at 328(a).

23. Bankruptcy Rule 2014 provides, in relevant part, as follows:

An order approving the employment of attorneys, accountants, appraisers, auctioneers, agents, or other professionals pursuant to § 327 . . . of the Code shall be made only on application of the trustee or committee.

Fed. R. Bankr. P. 2014.

24. As set forth above, the Debtors have selected PwC US Tax to provide the Professional Services set forth in the Engagement Letter and described herein because PwC US Tax is a well-respected professional services firm. PwC US Tax's professionals possess experience in the areas of tax compliance that will be useful to the Debtors, and PwC US Tax has indicated a desire and willingness to act in these Chapter 11 Cases and to render the necessary and contracted for Professional Services to the Debtors.

25. The Debtors believe that the Fee and Expense Structure appropriately reflects the nature of the services PwC US Tax will provide in connection with these Chapter 11 Cases, and is consistent with, and typical of, arrangements PwC US Tax and other services firms enter to render comparable services for clients similar to the Debtors, both in and out of chapter 11 bankruptcy. PwC US Tax and the Debtors also believe that the Fee and Expense Structure is reasonable and at market rates, and the terms and conditions of employment should be approved by the Court under section 328(a) of the Bankruptcy Code in light of: (a) industry practice; (b) market rates charged

for comparable services both in and out of the chapter 11 context; (c) PwC US Tax professionals' substantial experience with respect to the Professional Services; and (d) the nature and scope of work to be performed by PwC US Tax in connection with these Chapter 11 Cases.

26. Furthermore, not granting the relief requested herein would force the Debtors to engage a new tax compliance services provider to replace PwC US Tax, causing the Debtors to needlessly expend additional time and resources at a critical stage of its Chapter 11 Cases, disadvantaging the Debtors and all parties in interest. Accordingly, the Debtors submit that the services provided by PwC US Tax are critical to the success of these Chapter 11 Cases.

B. Retroactive Relief is Warranted.

27. Employment of PwC US Tax, effective as of September 1, 2024, is warranted under the circumstances of these Chapter 11 Cases. At the Debtors' request, PwC US Tax began providing the requested Professional Services in anticipation that its requested retention would be approved, effective as of September 1, 2024. PwC US Tax has worked diligently to complete its thorough disinterestedness review process in support of this Application, taking all necessary steps to prepare and file this Application.

C. Approval of the Indemnification Provisions of the Engagement Letter, As Limited and Modified by the Proposed Order, Is Appropriate.

28. The Engagement Letter provide, among other things, that the Debtors will indemnify and hold each indemnified party harmless from and against any and all third-party claims, losses, liabilities, and damages arising from or relating to the services or deliverables provided under the Engagement Letter (the "*Indemnification Provisions*"). The Indemnification Provisions are standard engagement provisions, both in and out of Chapter 11 Cases, and reflect the qualifications and limits on such terms that are customary for PwC US Tax and other similar tax services providers as approved in this and other jurisdictions.

29. In connection with this Application, and in light of the Debtors' pending Chapter 11 Cases, PwC US Tax agrees to the following limitations and modifications to the Indemnification Provisions, which are reflected in the Proposed Order:

- a. neither PwC US Tax (nor an Indemnified Person) shall be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter, unless the indemnification, contribution or reimbursement is approved by the Court;
- b. notwithstanding subparagraph (a) above or any provision of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify or provide contribution or reimbursement to PwC US Tax (or an Indemnified Person) for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final) to have arisen from PwC US Tax's (or an Indemnified Person's) bad faith, actual fraud, gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtors allege breach of PwC US Tax's (or an Indemnified Person's) obligations under the Engagement Letter unless this Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled without the Debtors' consent prior to a judicial determination as to sub-clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which PwC US Tax (or an Indemnified Person) should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order; and
- c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, PwC US Tax (or an Indemnified Person) believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, PwC US Tax (or an Indemnified Person) must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by PwC US Tax (or an Indemnified Person) for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to PwC US Tax or an (Indemnified Person). All parties in interest shall retain the right to object to any

demand by PwC US Tax (or an Indemnified Person) for indemnification contribution or reimbursement.

17. The Debtors believe that the Indemnification Provisions, as limited and modified by the aforementioned language (and set forth in the Proposed Order), are customary and reasonable for tax services providers, both in court in Chapter 11 Cases and out of court. *See United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.)*, 315 F.3d 217, 234 (3d Cir. 2003) (finding that indemnification agreement between debtor and financial advisor was reasonable under section 328 of the Bankruptcy Code).

NOTICE

18. Notice of this Application has been given to (i) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, NJ 07102; (ii) the Debtors' twenty largest unsecured creditors on a consolidated basis; (iii) the subchapter V trustee; (iv) the U.S. Attorney for the District of New Jersey; (v) the Internal Revenue Service; (vi) the attorneys general in the states where the Debtors conduct their business operations; (vii) any parties who have filed a notice of appearance and request for service of pleadings in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

19. No prior request for the relief sought in this Application has been made to this Court or any other court.

WHEREFORE, the Debtors request entry of the Proposed Order granting the relief requested and such other relief as is just and proper.

Respectfully submitted,

Dated: October 2, 2024

/s/ Howard Ehrlich
Howard Ehrlich, as Authorized Officer of Debtors

EXHIBIT A

Proposed Order

Caption in Compliance with D.N.J. LBR 9004-1(b)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

GLOBAL BENEFITS GROUP, INC., *et al.*,¹

Debtors.

Chapter 11 (Subchapter V)

Case No. 24-16134 (CMG)

(Jointly Administered)

**ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF PWC US TAX LLP AS TAX COMPLIANCE SERVICES
PROVIDER TO THE DEBTORS, EFFECTIVE AS OF SEPTEMBER 1, 2024**

The relief set forth on the following pages, numbered three (3) through eight (8), is **ORDERED**.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Global Benefits Group, Inc. (2750) GBG Holding Incorporated (0280); and International Claims Services, Inc. (6650). The Debtors' address is 902 Carnegie Center Drive, Suite 100, Princeton, NJ 08540.

(Page 2 of 8)

DEBTORS: Global Benefits Group, Inc., *et al.*
CASE NO.: 24-16134 (CMG)
CAPTION OF ORDER: Order Authorizing the Retention and Employment of PwC US Tax LLP as Tax Compliance Services Provider to the Debtors, Effective as of September 1, 2024

Upon the application (the “*Application*”)² of the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) for entry of an order authorizing the Debtors to employ and retain PwC US Tax LLP (“*PwC US Tax*”) as tax compliance services provider to the Debtors, effective as of September 1, 2024, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), Local Rule 2014-1, and the terms and conditions of the Engagement Letter, subject to the limitations and modifications provided for herein; and the Court having jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered on July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that PwC US Tax does not hold or represent an interest adverse to the Debtors or their estates and is disinterested under 11 U.S.C. § 101(14); and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and any objections (if any) to the Application having been withdrawn, resolved, or overruled on the merits; and upon the record of the hearing (if any held) to consider the relief requested in the Application, all proceedings had before the

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Application.

(Page 3 of 8)

DEBTORS: Global Benefits Group, Inc., *et al.*
CASE NO.: 24-16134 (CMG)
CAPTION OF ORDER: Order Authorizing the Retention and Employment of PwC US Tax LLP as Tax Compliance Services Provider to the Debtors, Effective as of September 1, 2024

Court, and the Goosman Declaration, filed contemporaneously with the Application; and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a) and Local Rule 2014-1, to employ and retain PwC US Tax as tax compliance services provider to the Debtors, effective as of September 1, 2024, in accordance with the terms and conditions set forth in the Engagement Letter, as limited and modified by this Order.
3. The terms and conditions set forth in the Engagement Letter, including, without limitation, the Fee and Expense Structure are approved, and PwC US Tax shall be compensated and reimbursed in accordance with the terms of the Engagement Letter, subject to Court approval and as modified by this Order.
4. PwC US Tax shall file applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules including D.N.J. LBR 2016-1(e), and any other applicable orders and procedures of this Court; *provided* that the fees, expenses and other compensation payable to PwC US Tax pursuant to the Engagement Letter shall be subject to review pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code, except, notwithstanding any provisions to the contrary in this Order,

(Page 4 of 8)

DEBTORS: Global Benefits Group, Inc., *et al.*
CASE NO.: 24-16134 (CMG)
CAPTION OF ORDER: Order Authorizing the Retention and Employment of PwC US Tax LLP as Tax Compliance Services Provider to the Debtors, Effective as of September 1, 2024

the U.S. Trustee shall retain the right and be entitled to object to PwC US Tax's fees, expenses and other compensation based on the reasonableness standard provided for in section 330 of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of PwC US Tax's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of PwC US Tax's fees.

5. If PwC US Tax seeks payment from the Debtors for any other amounts under the Engagement Letter during the pendency of the Chapter 11 Cases, other than the \$33,000 for the fixed fee, PwC US Tax agrees to submit such requests to the Court through a fee application in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders and procedures of this Court.

6. If the Debtors request and PwC US Tax agrees to provide additional services, PwC US Tax and the Debtors may enter into statements of work or amendments with respect to the Engagement Letter or additional agreements. Any additional agreements, statements of work, or amendments will be filed with the Court and served on the applicable notice parties, and, absent any objections filed within fourteen (14) days after the filing and service of such supplemental declaration, PwC US Tax's employment and retention, including as to the additional agreements, statements of work, amendments, and/or services, shall continue as authorized pursuant to this Order. If any parties object to such proposed additional agreements, statements of work, or amendments, the Debtors will promptly schedule a hearing before the Court within ten (10) days

(Page 5 of 8)

DEBTORS: Global Benefits Group, Inc., *et al.*
CASE NO.: 24-16134 (CMG)
CAPTION OF ORDER: Order Authorizing the Retention and Employment of PwC US Tax LLP as Tax Compliance Services Provider to the Debtors, Effective as of September 1, 2024

of receipt of any such objection or as soon thereafter as is practicable. Any additional services shall be subject to the provisions of this Order.

7. The Indemnification Provisions set forth in the Engagement Letter are approved, subject during the pendency of these cases to the following conditions:

- a. neither PwC US Tax (nor an Indemnified Person) shall be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter, unless the indemnification, contribution or reimbursement is approved by the Court
- b. notwithstanding subparagraph (a) above or any provision of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify or provide contribution or reimbursement to PwC US Tax (or an Indemnified Person) for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final) to have arisen from PwC US Tax's (or an Indemnified Person's) bad faith, actual fraud, gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtors allege breach of PwC US Tax's (or an Indemnified Person's) obligations under the Engagement Letter unless this Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled without the Debtors' consent prior to a judicial determination as to sub-clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which PwC US Tax (or an Indemnified Person) should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order; and
- c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, PwC US Tax (or an Indemnified Person) believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, PwC US Tax (or an Indemnified Person) must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction

(Page 6 of 8)

DEBTORS: Global Benefits Group, Inc., *et al.*
CASE NO.: 24-16134 (CMG)
CAPTION OF ORDER: Order Authorizing the Retention and Employment of PwC US Tax LLP as Tax Compliance Services Provider to the Debtors, Effective as of September 1, 2024

over any request for fees and expenses by PwC US Tax (or an Indemnified Person) for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to PwC US Tax or an (Indemnified Person). All parties in interest shall retain the right to object to any demand by PwC US Tax (or an Indemnified Person) for indemnification contribution or reimbursement.

8. Any limitation of liability provisions set forth in the Engagement Letter, or otherwise, is hereby eliminated for the duration of these Chapter 11 Cases.

9. In the event that PwC US Tax, during the pendency of these Chapter 11 Cases, seeks reimbursement for any attorneys' fees and/or expenses pursuant to the Application and/or the Engagement Letter, the invoices and supporting time records from such attorneys shall be included in PwC US Tax's fee applications, both interim and final, and such invoices and time records shall be in compliance with Local Bankruptcy Rules, and shall be subject to the applicable U.S. Trustee Guidelines and approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. All rights are reserved to permit objection to any request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of PwC US Tax's external counsel.

10. To the extent such fees and expenses are outside the fixed fee arrangement, PwC US Tax will only bill 50% for non-working travel.

11. PwC US Tax shall not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any objections to any of PwC US Tax's fee applications in these Chapter 11 Cases.

(Page 7 of 8)

DEBTORS: Global Benefits Group, Inc., *et al.*
CASE NO.: 24-16134 (CMG)
CAPTION OF ORDER: Order Authorizing the Retention and Employment of PwC US Tax LLP as Tax Compliance Services Provider to the Debtors, Effective as of September 1, 2024

12. During the pendency of these Chapter 11 Cases, the Engagement Letter is revised to reflect that termination will only be allowed upon entry of an Order by the Bankruptcy Court.

13. PwC US Tax will review its files periodically during the pendency of these Chapter 11 Cases, and if it discovers additional material information that it determines requires disclosure, a supplemental declaration will be promptly filed with the Court.

14. To the extent that this Order is inconsistent with the Application, the Engagement Letter, or the Goosman Declaration, the provisions of this Order shall govern.

15. The Debtors and PwC US Tax are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon entry.

17. Notwithstanding any provision to the contrary in the Application, the Engagement Letter, or the Goosman Declaration, the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order. For the avoidance of doubt, during the pendency of these Chapter 11 Cases, any provision of the Engagement Letter that provides for mediation or arbitration shall not be applicable unless this Court lacks or declines to exercise jurisdiction.

EXHIBIT B

Goosman Declaration

SILLS CUMMIS & GROSS P.C.

Andrew H. Sherman, Esq.
S. Jason Teele, Esq.
Gregory A. Kopacz, Esq.
Oleh Matviyishyn, Esq.
One Riverfront Plaza
Newark, New Jersey 07102
(973) 643-7000 (Telephone)
(973) 643-6500 (Facsimile)
asherman@sillscummis.com
steele@sillscummis.com
gkopacz@sillscummis.com
omatviyishyn@sillscummis.com

Counsel to the Debtors and Debtors-in-Possession

Caption in Compliance with D.N.J. LBR 9004-1(b)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

GLOBAL BENEFITS GROUP, INC., *et al.*,¹

Debtors.

Chapter 11 (Subchapter V)

Case No. 24-16134 (CMG)

(Jointly Administered)

**DECLARATION OF JULIE GOOSMAN IN
SUPPORT APPLICATION OF THE DEBTORS FOR
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF PWC US TAX LLP AS TAX COMPLIANCE SERVICES
PROVIDER TO THE DEBTORS, EFFECTIVE AS OF SEPTEMBER 1, 2024**

Pursuant to Bankruptcy Rule 2014(a), I, Julie Goosman, under penalty of perjury, declare as follows, to the best of my knowledge, information, and belief:

1. I am a Partner of PwC US Tax LLP (“*PwC US Tax*”) and am authorized to make this declaration (this “*Declaration*”) on behalf of PwC US Tax in support of the *Debtors*’

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Global Benefits Group, Inc. (2750) GBG Holding Incorporated (0280); and International Claims Services, Inc. (6650). The Debtors’ address is 902 Carnegie Center Drive, Suite 100, Princeton, NJ 08540.

Application for Entry of an Order Authorizing the Retention and Employment of PwC US Tax LLP as Tax Compliance Services Provider to the Debtors, Effective as of September 1, 2024, filed contemporaneously herewith (the “**Application**”).²

2. Unless otherwise stated, all facts set forth in this Declaration are based upon my personal knowledge or derived from business records that have been reviewed by me and prepared/reviewed by others under my supervision and direction. To the extent any information disclosed herein requires amendment, modification, or supplementation as additional information becomes available, a supplemental declaration will be submitted to this Court.

QUALIFICATIONS

3. PwC US Tax LLP (“**PwC US Tax**”) is a leading tax services firm with offices across the United States whose professionals have experience in providing tax services to businesses in bankruptcy and have been employed in numerous complex cases under the Bankruptcy Code. PwC US Tax is well qualified to provide the contracted-for services in a cost-effective, efficient, and timely manner.

DISINTERESTEDNESS

A. Background

4. PwC US Tax is a United States-based member firm of a global network of separate and independent firms that operate locally in countries throughout the world. Such firms (“**Member Firms**”) are each members of PricewaterhouseCoopers International Limited

² Capitalized terms used in this Declaration but not otherwise defined herein shall have the meanings ascribed to such terms in the Application. The summary of terms or conditions of the Engagement Letter provided in this Declaration is for the Court’s convenience and to the extent that any such summary conflicts with the actual terms or conditions of the Engagement Letter, the actual terms and conditions of the Engagement Letter shall control, as the same may be limited or modified by an order of the Court.

(“**PwCIL**”), a UK-membership-based private company limited by guarantee, with no shareholders and no capital, and which does not provide services to clients.

5. Member Firms are organized on an individual country basis and operate within the legal and regulatory framework of each particular jurisdiction or region. Other than certain country or regional groupings, Member Firms are generally not affiliates or subsidiaries of each other or of any global parent. Rather, they are separate and independent firms that practice under a common brand and shared methodologies, client service standards, and certain other professional protocols and guidelines. Member Firm partners and/or principals³ are generally the sole owners of a respective Member Firm, with no overlap with respect to partner/principal ownership of their Member Firm and other Member Firms.

6. In the United States, pursuant to a legal restructuring effectuated on July 1, 2023, professional services are now provided to clients by subsidiaries of Member Firm PwC US Group LLP (“**PwC US Group**”), which entity does not provide services to clients. The PwC US Group subsidiaries that provide services to clients include PwC US Tax, PricewaterhouseCoopers LLP (“**PwC LLP**”), PwC US Business Advisory LLP (“**PwC US Business Advisory**”), and PwC US Consulting LLP (“**PwC US Consulting**,” and, together with PwC US Tax, PwC LLP, and PwC US Business Advisory, the “**Primary Subsidiaries**” and, together with PwC US Group and each of their respective direct and indirect subsidiaries, “**PwC US Entities**,” and separately, each a “**PwC US Entity**”). The partners and/or principals of Primary Subsidiaries are owners of their respective subsidiaries, and certain of the partners and/or

³ For this purpose, “principals” could include shareholders of a corporation if a foreign member firm is organized as a corporation in its local jurisdiction.

principals are also owners of PwC US Group. PwC US Group does not share profits with any other Member Firms.

B. Search Process

7. When a PwC US Entity is the subject of an application to be retained in a chapter 11 case, a process commences to check connections, such as current or former client, vendor, or financial relationship, to the debtors, their identified affiliates and the debtors' other parties in interest (as provided by the debtors) by a search team (the "*US Search Team*").

8. In connection with its proposed retention by the Debtors, PwC US Tax undertook searches to determine, and to disclose, whether any PwC US Entity is or has been engaged by or has other relationships with the Debtors or the other individuals or entities that the Debtors identified as being potential parties in interest in these Chapter 11 Cases (the "*Parties in Interest*"), whose specific names were provided to PwC US Tax by the Debtors, set forth on **Schedule 1**, attached hereto. A listing of the Parties in Interest with such connections to PwC US Tax and/or other PwC US Entities is attached to this Declaration as **Schedule 2**.

9. As described herein, the searches conducted involve checking client and other databases of the PwC US Entities. Given the separateness of the Member Firms, the PwC US Entities are unable to directly check client or other local databases maintained by Member Firms, outside of the PwC US Entities. Notwithstanding this separateness, the following additional steps are undertaken when any PwC US Entity is the subject of a retention application:

- a. With respect to the debtor and debtor affiliates, the US Search Team:
 - i. Initiates cross border check request(s) to the other Member Firm(s) located where the debtors' parent company's primary place of business or registered office is outside of the U.S., based upon information provided by the debtors. The applicable Member Firm(s) are asked to search relevant local databases to identify client or relevant non-client relationships in their jurisdiction. Except as may otherwise be disclosed herein, no other Member Firm(s) was

identified through this process as providing services in the Debtors' bankruptcy cases;

- ii. Performs a search of cross border requests previously received from other Member Firms to determine if any involved the debtors or their affiliates;
- iii. Performs a search using a database system associated with audit and other related independence requirements (the "***Independence Database***") to identify possible connections with debtor and debtor affiliates to which independence requirements may apply. Each Member Firm is required to input its respective audit clients into the Independence Database, and all Member Firms have access to the Independence Database.⁴ Each restricted entity in the Independence Database has a designated individual(s) responsible for approving and monitoring services for entities included in its corporate tree. The Independence Database includes audit clients of the various Member Firms, as well as certain other clients and non-clients thereof. In addition, once a PwC US Entity is engaged to provide services for debtors during their bankruptcy cases, an indicator is placed in the Independence Database that is available to other Member Firms to indicate bankruptcy-related restrictions may exist; and
- iv. Once a PwC US Entity is engaged to provide services for debtors during their bankruptcy cases, an indicator is placed in a PwC US Entities system attached to the debtors to indicate bankruptcy-related restrictions may exist. The indicator remains through emergence from bankruptcy (or dismissal). Such bankruptcy-related restrictions are identified to other Member Firms if they request a search of those entities.

b. With respect to the other parties in interest, the US Search Team also:

- i. Performs a search of cross border requests received from other Member Firms (described above) in connection with potential engagements to perform services for other U.S.-domiciled parties in interest;
- ii. Reviews the parties in interest to determine if other Member Firms are identified therein; and

⁴ Inputting audit and attest client information into the Independence Database is pursuant to a policy adopted by Member Firms so that such relationships are tracked in connection with such Member Firm's independence requirements.

- iii. Performs a search of the Independence Database to determine whether another party in interest is identified as restricted therein.

10. PwC US Entities have relationships with thousands of clients and other parties, some of which may be creditors of the Debtors or other Parties in Interest. One or more of the PwC US Entities may:

- a. have provided, currently provide, and/or may provide in the future professional services to certain of the Parties in Interest in matters unrelated to these Chapter 11 Cases; and
- b. have provided or may currently provide services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties potentially adverse to the Debtors, in matters unrelated to these Chapter 11 Cases, except as may be otherwise set forth herein.

11. One or more of the PwC US Entities and/or the partners/principals/other professionals of such PwC US Entities may:

- a. have had, currently have, and/or may have in the future ordinary course banking or other relationships with certain of the Parties in Interest; and
- b. have obtained, currently obtain, or will in the future obtain goods or services from one or more of the Parties in Interest in matters unrelated to these Chapter 11 Cases.

12. To the best of my knowledge, based on the above search process, PwC US Tax has determined that certain relationships, identified on **Schedule 2**, should be disclosed as follows:

- i. One or more of the PwC US Entities provides services in matters unrelated to the Chapter 11 Cases to certain of the Debtors' creditors and other Parties in Interest or their affiliates listed on **Schedule 2**.
- ii. Prior to and after the Petition Date, PwC US Tax provided and may still be providing certain tax compliance services to one or more non-debtor affiliates of the Debtors under separate engagements, which, to the best of my knowledge, information and belief, does not impact PwC US Tax's disinterestedness.
- iii. As part of its diverse practice, the PwC US Entities appear in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors, and/or Parties in Interest in these Chapter 11 Cases.
- iv. One or more of the PwC US Entities have in the past performed, and may in the future perform, in matters unrelated to these Chapter 11 Cases, assurance, tax,

consulting, and/or financial advisory services for other professionals, including attorneys, accountants, and financial consultants who may represent the Debtors, creditors and Parties in Interest in these Chapter 11 Cases.

- v. One or more of the PwC US Entities may in the past, may currently or may in the future be represented, in matters unrelated to these Chapter 11 Cases, by various attorneys and law firms, some of whom may be involved in these Chapter 11 Cases.
- vi. One or more of the PwC US Entities may perform services for Clients that relate to the Debtors merely because such clients may be creditors or counterparties to transactions with the Debtors and whose assets and liabilities may thus be affected by the Debtors' status. The disclosures set forth herein do not include specific identification of such services.
- vii. Certain Parties in Interest may be adverse to and/or involved in litigation matters with one or more of the PwC US Entities in connection with matters unrelated to these Chapter 11 Cases.

13. I do not believe that the ordinary course relationships identified herein impair PwC US Tax's ability to objectively perform the contracted-for professional services during these Chapter 11 Cases, consistent with the professional standards applicable to such services.

14. Furthermore, through reasonable inquiry, I do not believe that the partners/principals/other professionals that are expected to provide the Professional Services to the Debtors pursuant to the Engagement Letter have any known relation to the United States Bankruptcy Court for the District of New Jersey, the U.S. Trustee for Region 3, or those employed by the Office of the U.S. Trustee for Region 3 (Newark, New Jersey Office).

15. From time to time, a PwC US Entity partners/principals/other professional may personally directly or indirectly acquire debt or equity securities of a company, which may be one of the Debtors, their creditors, or other Parties in Interest. A policy of the PwC US Entities prohibits partners/principals/other professionals from using material non-public information that may come to their attention in the course of their work and all PwC US Entity partners/principals/other professionals are barred from trading in securities with respect to which they possess material non-public information. To the best of my knowledge,

no partner/principal/other professional who is expected to provide the Professional Services to the Debtors in this engagement has any direct investment in debt or equity securities of the Debtors.

16. The above searches resulted in the disclosures set forth herein and on **Schedule 2**, including the disclosure of certain connections with Parties in Interest that do not relate to the Debtors' Chapter 11 Cases. Accordingly, subject to the statements made in this Declaration, to the best of my knowledge, information, and belief, based on the searches and queries described above, I believe that PwC US Tax is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that neither PwC US Tax nor any partner/principal/other professional expected to provide the Professional Services to the Debtors pursuant to the Engagement Letter: (a) is a creditor, an equity security holder, or an insider of the Debtors; (b) is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and (c) has an interest materially adverse to an interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of a direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason. Accordingly, I believe that PwC US Tax is eligible for retention by the Debtors.

17. Despite the efforts described above to identify and disclose connections with Parties in Interest in these cases, because of its size, and numerous employees, PwC US Tax is unable to state with certainty that every client representation or other connection has been identified and disclosed. If PwC US Tax discovers additional material information that it determines requires disclosure, a supplemental disclosure will be promptly filed with the Court. Except as otherwise set forth herein, to the best of my knowledge, neither PwC US Tax nor any of the PwC US Entities currently performs, nor during the period of PwC US Tax's retention in these cases, will perform,

services for any entity listed on **Schedule 2** in matters related to the Debtors or their Chapter 11 Cases.

PREPETITION SERVICES

20. The Debtors paid PwC US Tax the sum of \$100,000 in the 90 days prior to the Petition Date. As of the Petition Date, the Debtors did not owe PwC US Tax any money on account of prepetition services performed.

SCOPE OF SERVICES

22. Subject to further order of the Court, and as set forth more fully in the Engagement Letter outlined herein, in consideration for the compensation contemplated therein, PwC US Tax will render the following services, (the “*Professional Services*”), which are performed at the Debtors’ request, as agreed to by PwC US Tax and consistent with and pursuant to the terms and conditions of the Engagement Letter:

- (a) PwC US Tax will prepare and sign as preparer the U.S. federal and state tax returns and extensions for Global Benefits Group, Inc. (“*GBGI*”) for the tax year beginning January 1, 2023 through December 31, 2023, as requested by GBGI for the entities listed in Exhibit I to the Engagement Letter. GBGI and PwC US Tax may mutually agree in writing to revise the listing of entities and tax returns included in Exhibit I to the Engagement Letter and make a related adjustment to PwC US Tax’s fees.⁵

23. Should the Debtors request that PwC US Tax perform additional services not contemplated by the Engagement Letter, the Debtors and PwC US Tax will mutually agree upon such services and fees in writing in advance of the provision of such services. In the event the additional services require an amendment to or statement of work with respect to the Engagement Letter, or entry into a separate engagement letter, I understand that the Debtors shall

⁵ The Engagement Letter also contemplates performance of certain Recurring Tax Services, which would be paid pursuant to agreed hourly rates. Such services are not included here as the work to be performed does not contemplate such hourly fees being incurred, and only the fixed fee services remain at this time.

file notice of such documents with the Court, together with a supplemental declaration if appropriate, in accordance with the Court's approval procedures and the terms of the Proposed Order. Provided no objection is timely filed to the proposed services and agreements, PwC US Tax will continue to provide the requested services subject to any prior order entered by the Court on PwC US Tax's retention.

24. Subject to PwC US Tax's compliance with applicable professional standards in performing the contracted-for services, PwC US Tax shall cooperate with the Debtors to avoid unnecessary duplication of services provided by PwC US Tax and any of the Debtors' other retained professionals in these Chapter 11 Cases.

25. At the Debtors' request, PwC US Tax began providing services to the Debtors prior to the filing of the Application in anticipation that its retention would be approved as of September 1, 2024. PwC US Tax believes that these circumstances are of the nature warranting retroactive approval.

PROFESSIONAL COMPENSATION

26. Pursuant to the terms and conditions of the Engagement Letter, and subject to the Court's approval, PwC US Tax is providing the Professional Services under a fixed fee arrangement. The following outlines the proposed compensation structure that is set forth in the Engagement Letter (the "*Fee and Expense Structure*"):

- (a) PwC US Tax has agreed to be paid a total fixed fee of \$133,000 for the Professional Services as set forth in the Engagement Letter, excluding the hourly fees for "Recurring Tax Services", which as noted above, are not expected to occur during the pendency of the chapter 11 cases. Prepetition, the Debtors paid PwC US Tax \$100,000 for the "2023 Tax Compliance Services" described in the Engagement Letter, and as of the date hereof,

\$33,000 remains to be paid for the completion of the agreed Professional Services.⁶

27. In addition to the fees set forth above, PwC US Tax will invoice the Debtors for actual, reasonable, and necessary expenses during these Chapter 11 Cases, including travel (and internal per-ticket charges), delivery services, applicable sales, use, excise or value-added tax, the fees and expenses of outside counsel, to the extent applicable, and other expenses incurred in providing the Professional Services.

28. PwC US Tax's retention by the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of engagement, including the proposed compensation arrangements set forth in the Engagement Letter. PwC US Tax believes that the Fee and Expense Structure in the Engagement Letter is consistent with, and typical of, compensation arrangements charged by professional services firms of similar caliber and experience for engagements of similar size and complexity, both in and out of bankruptcy. PwC US Tax further believes that the Fee and Expense Structure is market-based and reasonable considering PwC US Tax's knowledge and experience.

29. The Debtors and PwC US Tax are seeking permission for the Debtors to remit the balance of the fixed fee due upon filing with the Court the appropriate notice under the Federal Rules and Local Rules for payment of the balance of the "flat" or "fixed fee" component, which totals \$33,000. If PwC US Tax seeks payment from the Debtors of any amounts other than the balance of the fixed fee, PwC US Tax agrees to submit a fee application to the Court with respect thereto. Only in such instance will PwC US Tax also seek compensation for the services performed by its internal professionals responsible for preparing bankruptcy retention and compensation

⁶ The Engagement Letter originally provided for hourly fees to be charged for "Recurring Tax Services." PwC US Tax and the Debtors do not believe that there will be hourly fees incurred for Recurring Tax Services during the pendency of the Chapter 11 Cases and as such, are omitting a request to approve such fees herein.

related materials, to facilitate compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, Fee Guidelines and any other applicable procedures and orders of the Court. The services provided by such professionals shall include but are not limited to: (a) preparation of bankruptcy retention documents and related disclosures; and (b) preparation of fee statements and interim and/or final fee applications. Given the specialized nature of these services, specific billing rates exist for these professionals.⁷

30. The terms and conditions of the Engagement Letter, including the Fee and Expense Structure, were negotiated at arm's length and reflect the parties' mutual agreement as to the substantial efforts that will be required by these engagements.

31. PwC US Tax may be assisted by professionals from other Member Firms, including one or more of the PwC US Entities to provide services under the Engagement Letter as subcontractors to PwC US Tax. Notwithstanding anything to the contrary in the Engagement Letter, during PwC US Tax's retention in these Chapter 11 Cases, PwC US Tax will not use the services of such other Member Firms to perform the contracted-for services unless a search of such Member Firm's connections is performed and applicable disclosures, if any, are made, either as part of **Schedule 2** or such Member Firm's own declaration of disinterestedness.

32. None of the parties identified on Schedule 2 accounted for 1% or more of the PwC US Entities' net revenues in each of the last two completed fiscal years.

33. PwC US Tax has received no promises regarding compensation in these Chapter 11 Cases other than in accordance with the Bankruptcy Code and as set forth in this Declaration.

⁷ The rate per hour for these professionals by level of experience are as follows: Managing Director: \$700; Director: \$550; Manager: \$400; Senior Associate: \$290; Associate: \$225; and Paraprofessional: \$150.

PwC US Tax has no agreement with any non-affiliated or unrelated entity to share any compensation earned in the Chapter 11 Cases.

I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: October 2, 2024

/s/ Julie Goosman

Julie Goosman, Partner
PwC US Tax LLP

Schedule 1

DEBTORS
Global Benefits Group, Inc.
GBG Holding Incorporated
International Claims Services, Inc.
BANKS
BANK OF AMERICA
U.S. BANK
CURRENT/FORMER EMPLOYEES / OFFICERS / DIRECTORS / MEMBERS OF THE DEBTORS
Howard Ehrlich
Kenneth A. Rosen
Sheldon Kenton
Mitra Labarre
ALLEGED SECURED CREDITORS
LCA BANK CORPORATION
HITACHI CAPITAL AMERICA CORP. ET AL
UNSECURED CREDITORS / AP VENDORS
1000 Waterford Operating LP
AC Lock & Key Corp.
AccusourceHR
Act-On Software, Inc (Erin Wallace)
Advanced Networks & Cabling Services
Allegis Group Holdings Inc.
Allied Universal Compliance and Investigations
Alliedbankers Insurance Corporation
Alviarez Financial and Insurance Services
American Express
American Hospital Directory
American International Schools in the Americas
American School of Alexandria Foundation, Inc.
Aon Risk Services Northeast, Inc.
APX Net Inc (APX Net)
Asana Inc
Association for the Advancement in International Education (AAI)
Assuria Schadeverzekering NV
AST Electric, Inc.
Aston Carter, Inc
AT&T
Atlantic Resource Partners Philadelphia
Atlantic Resource Partners Philadelphia LLC
AXA Mansard Insurance plc
AXA Seguros S.A de C.V
AXIS Specialty Europe SE
BayGrape Technology
Bayview Consulting LLC

BDO USA, LLP
Beacon Hill Staffing Group
Benoit Language Services, Inc.
Bienert, Katzman Littrell Williams LLP
Bigleaf Networks, Inc.
Blue Ribbon Bags
BlueAlly Technology Solutions, LLC
Brand New Day Marketing
BRIT Syndicate 2987 at Lloyds
Calligo Limited (Donna Mitchell)
Canto Inc
Capstone
Careington Solutions Simplified
CareMark RX
CAREN (Niger)
CATO Network Inc
Century Business Services Inc.
Cigna Health and Life Insurance Company
Cision US Inc
Cocogen Insurance Company, Inc
Cohasset Associates
Comcast
Compass Office Solutions, LLC
Concur
Connect C3
Context 4 Healthcare, Inc
Creative Assets, LLC
CT Corporation
Cushman & Wakefield of Florida, Inc
CyberSource Corporation
David Carter
De Lage Landen Financial Services
Dechert LLP
Demarest
Design & Promotions Corp.
DLA Piper
Domo, Inc.
DWF Law LLP (Kiran Soar)
Eco communication & packaging, LLC
ECO Packaging Service LLC
eFax Corporate J2 Cloud Services
Elemento Creative LLC
Expert Translators
Expo Convention Contractors
First Choice Coffee Services

First Health Group Corp.
Five 9
FloQast Inc
Fortra, LLC
Fowler White Burnett PA (Mai-Ling medina)
FPG Insurance Co., Inc
Frankie Martinez Insurance
Frontier International Group Inc. / New Frontier Group
FutureHealth, LLC.
Getty Images
Getzler Henrich & Associates LLC
Girls Inc of Orange County
Golden Spring Inv Ltd
Grant Thornton LLP
Groom Law Group Chartered
Gvinadze and Partners LLC
Hilton Management, LLC (RENT)
Hilton-902 Carnegie Center, LLC (ELECTRIC BILL ONLY)
HUB International
IKNOW S.A.C.
Infinity General Insurance Limited - Cambodia
Intelepeer Cloud Communications, LLC
Interact Intranet Inc.
Interbrokers Insurance
Interbrokers, Inc
Internet4Associations
Inversiones Animados 2012 XXI C.A.
Iron Mountain
Jeanette Perez
Kaplan Financial Education
Kennedy Van der Laan
KPMG LLP
Kroll Associates, Inc.
Kutak Rock LLP
Kyriba Corp
Language Link
LCA Bank Corporation
LEAF
Let me see It Inc.
LexisNexis
Life Insurance Company of North America
Linkedin Corporation
LJ Creative Group LLC
Loyens & Loeff N.V.
LRN Corporation

Lumen
M. Arthur Gensler, Jr. & Associates, Inc.
Major Group LLC
Maltby Associates LLC
Maslon LLP
McDermott Will & Emery LLP
Med Net Pro Sociedad Anonima
Medical Network of Professionals
MediGuide International, LLC
MetLife
MIA Photo Booth
Miller Nash LLP
Mitsubshi Financial / Hitachi Capital Corp
Multiplan Inc.
Myanma Insurance
National Takaful Company P.S.C. (Watania)
Navex Global, Inc
Network-Value
New York Life Insurance Company
Oanda FX Data Services
OneNeck IT Solutions, LLC
Oracle America Inc
OV Technologies (Oscar Vera)
Paradise Plants, Inc.
Payscale, Inc.
Pearl Anthony Associates
Pension Assurance LLP
Pinnacle Group Business Resources, LLC
Post and Telecommunication Joint Stock Insurance Corporation (PTI)
Precision Logistics International, LLC (Stephen Spalding)
Pre-Paid Legal Services Inc (LegalShield PPLSI)
PricewaterhouseCoopers LLP
PT Asuransi Sahabat Artha Proteksi
Randstad
RBS Responsible Business Solutions GmbH EUR (Susanne PirkI)
Real Plants, Inc.
Renaissance Printing
RSM US LLP
Shanghai Life Insurance Company Ltd
SHI International Corporation
SilverStone AGroup
Skillsoft Corporation
Smart Data Solutions
Solidarity Bahrain BSC

Sonia Carrara
Speridian Technologies LLC
SSE Space Management LLC
Stackable Sensations
Staples Business Advantage
Sterling Security Technologies Corp
Straker Translations
SugarCRM, Inc
Sunnysideup Ideas Inc
Switch Ltd.
Teladoc Health International
TelePacific Communications
Tilleke & Gibbins Myanmar Limited
Top Stack
Towne Centre Office Partners LLC
Transform Studios
Troutman Pepper Hamilton Sanders LLP
United Healthcare Services, Inc.
UpToDate, Inc
Vantiv
Virtru Corporation
VSP
W A Here Inc.
WeinsureEverything LLC
Wilmington Shared Services Ltd USD (AXCO)
Windstream
Wolters Kluwer (NILS)
Worldwide Broker Network
Worldwide Express
XYZ Company
Zelis Payments Holdings LLC
Zhibao Technology (Shanghai) Co., Ltd. Stuart Pomper
UNSECURED CREDITORS / CONTRACT COUNTERPARTIES
Milpark Radiology Incorporated
KIMS Management Internationale Royal Bahrain Hospital WLL
ABI Dental Center
Lewer Life Insurance Company
Medical Services International Ltd. dba Bupa Cromwell Hospital
American Eye Center
Groupe Dentaire
University Health Plans, Inc.
Hardys Syndicate
D.W. Van Dyke & Co., Inc.

Laboratoire Osman
PIC Insurance Prokers
Hospital Santa Lucia S/A
Hospital Amerimed Cancun SA de CV
Itaewon Global Dental Clinic
Beit CURE Hospital
Dalian Zhongshan Clover Clinic
Hub International Mid-Atlantic, Inc.
Medical Occupational SRL
Istituto Auxologico Italiano
Columbia Asia (Vietnam) Limited
Premium Broking House
Horton Dental Clinic
Interbrok SARL
MedStyle Effect
Gradright, Inc.
Mission Aviation Fellowship
Fairmont Specialty Insurance Agency
Health Centar MediGroup Bulevar
AXA Seguros
CoreTree Associates
Colombo Medi Lab, Sri Lanka
Tiger Virgin Health LLC
Accordion Partners LLC
NetApp
Safe Meridian Pte. Ltd
Fundacion Santa Fe de Bogota
Mayflower Dental
Expatriate Healthcare
Real E Benemerita Associacao Portuguesa de Beneficencia
Clinica Portazul
Kembangan Radiant Medical & Aesthetic Centre
Towne Centre Office Partners LLC
ITA Bank and Trust Company Ltd.
Clinica La Merced SAC
BW Universe Insurance Agency, Inc
Iizi Kindlustusmaakler AS
Unisaude
Willis Re Inc
La Polyclinique Pasteur
Clear Health Benefits, Inc.
Asan Medical Center
UADBB "Rizikos valdymo specialistai"
Asociacion Civil de Estudios Superiores
Cabinet Medical

TIMC Ltd.
Intercare Medical Center
Zheen International Hospital
Global Secutive LLC
Dr Marcos V C Maldun
Medical Associates Hospital
Bizi Kalitatea Healthcare
Family Insurance
Healt Centar Dr Ristic 2
Madison National Life Insurance Company, Inc.
Parkway Health
The London Medical Clinic
Vector Insurance Solutions LLC
Aid Medical Assistance (Ghaly's Medical Group)
Zenith Medical Center
Tapestry
Pacificare Clinic
AON UK Ltd.
Optica Limited
Institute for Western Surgery at Guangdong Provincial Hospital
Metro Medica Private Limited
Medilink (Beijing) TPA Services Co., Ltd.
Bumrungrad Clinic Yangon
Pt. Penta Bali Media
Healthnet International Limited
Insurance for Students
Chien Sheng Huang
Chubb Insurance Company of Australia Ltd.
International Investment Management Group
Vivilate Singapore Pte Ltd
KRM Reinsurance Brokers
BRIT Syndicate 2987
Asian Philippine Medical Center LLC
PTI Insurance
Taiping General Insurance Co., Ltd
Stemcorp Servicios Biomedicos
Medi Flower OB/GYN and Natural Birthing Center
Global Assurance Group
Gradly Incorporated
Quality Care India Limited (CARE Hospitals)
Al Hayat Medical Center and Al Hayat Medical Center - Branch
Fortis Healthcare Limited
Holy Cross Hospital, Inc.
RMC Dentart Kft.

Ed Broking LLP
ASI-Malaria Travel Clinic
Catlin
Travel MedEvac LLC
Novomed Centers LLC FZ-LLC
Stephen Boush
Benson Blackburn, LLC
Design Benefits Inc.
Restorative Community Concepts
Sistemas de Administracion Hospitalaria SAC
Elisha International Dental Clinic
Centro Medico del Caribe, SA
Crossborder Health Partners, Ltd.
Mongkutwattana Pulbic Company Limited
Dubai Islamic Insurance & Reinsurance Company
Saar Insurance Liberia
Sterling Capital Brokers Ltd
Oil Insurance Company
Nissi Innovations LLC
USI Insurance Services LLC
The Lower Agency
Jahorina osiguranje Vienna Insurance Group a.d. Pale
Liv Hospital
Lloyd's Market Services
DIANins Global Inc.
Care Management Network Inc. & Hardy Syndicate 0382
ERV (China) Travel Service and Consulting Ltd.
Cathy Gardnr
GBG Administrative Services
International Counselling and Psychology Centre
Wooridul Medical Foundation-Wooridul Hospital (Gimpo Airport)
Nationwide Mutual Insurance Company
Blue and White Clinic
PC Insurance Agency LLC
MerchangService.com, Inc.
James Smith
St. Catherine Specialty Hospital
Ultra Care Hospital & Clinic Ltd.
BITC Corporation
TOWAKO Clinic Shanghai
New Mind Education, LLC
VenoCare Vascular Surgery Clinic
American-Sino OB/GYN/Pediatrics Services
Pacient d.o.o.
Maadi Dental Center

Medical Services Organisation International (PTY) Limited	Central Hospital
Clinica Santa Mariea del Sur SAC	Raffles Medical Group Ltd
Christoher DiSipio	Clinica International SA
Progent Corporation	Groupe El Amen Sante
Professional Service, Inc	Grace Qing Guo
M Accelerator	Loma Linda University Medical Center et al
Gertrude's Garden Children's Hospital	International Hospital Medical Center
American Hosipital Dubai	Abhijit Zaveri
American Medical Centers, Georgia	Baptist Health South Florida, Inc.
Aspen Medical Liberia	Kasih ibu Hospital
Paulo Hoff	Farmatorba Especializada, SA de CV
Meridian Medical Assistance (Pty) Ltd	The Phia Group
Shanghai WA Optimum Health Care Center	HCA International Ltd.
Vision Service Plan	Accenture Inc.
Ciwec Clinic Travel Medicine Center	American Medical Centers Almaty
Dr. Rose Magankorhaz Kft.	Shemer Medical Center
AGA Khan Health Service Kenya T/A	Selma scuartz Cernea
INLE Risk Management Limited	True Manufacturing Company
Eton Travel Management LTD	Polyclinique Farah
Columbia Asia Hospital	American Medical Centers Lviv
World Assist Asstencia e Servicos LTDA	Suisse Clinic PLC
Raio-X Domiciliar	Kroll Information Assurance
Fundacion Cardiovascular de Colombia	Cultural Insurance Services International
La Clinica Angel Foianini SRL	Consultorio Sorridente
One Dental Clinic	Clinique Dr Mohdeb
Quality Healthcare Medical Services Limited	MIOT Hospitals
Vinmec International Hospital	Adventist Health System Sunbelt Healthcare Corporation
Oman United Insurance Company Saog	The HighlandHouse LLC
Shanghai Healthway Medical Center Co. Ltd.	Kinross Gold Corporation
American Embassy Bahrain	Victoria Healthcare Medical Development JSC
Expat & Co.	Face Art Clinic
Medconsult Co. Ltd.	STA Travel Inc
Dra Simone Finzi	Plava poliklinika
RA Dental Clinic	Clinique Medicale Les Opportunities
East Perth Medical Centre	Integra Global Health Limited
Privat Hospital	Relation Insurance
Global Benefits Europe B.V.	BMB Korea Insurance Agency
Premier Medical Centre	Lori Weyuker
Pun Hliang International Hospital, Yangon	Nildem Global Sigorta ve Reasurans Brokerligi A.S.
LLC "Medical center "Dobrobut--clinic"	PremiQaMed Privatkliniken GmbH
SAM Medical Center	Health City Cayman Islands Ltd
Golden Life American Hospital	Medident
Shanghai Advance Investment Co., Ltd.	Mds - Corretores de Seguros, SA
G4S Compliance&Investigations	Star Healthcare Network
FK Medical - SDMS	PZU Micunovic Medical

BRIT Syndicates Ltd.
CCNetto Servicios Medicos - Eireli
Clinica Haddad Servicios Medicos Especializados
Vibhavadi Hopsital
American Medical Center
Catlin Insurance Company
MediGuide America, LLC
Centar za SRCE KM
Bright Sky, LLC
US Admissions
Hammoud Hospital - UMC
Vejthani Hospital
States 4-H International Exchange Programs
Leonardo F. Metsavaht, Leandra D. Metsavaht E Danielle M. Rivera
Sociedad Paraguaya de Negocios y Servicios SA - Valor Salud
Ken Slaton
American Medical Clinic and Hospital
Al Salama Hospital
Dar Al Shifa Hospital Co. KSCC
Clinica Hospital San Fernando, SA
Lamin Health Center
Hong Ngoc Hospital Company Ltd.
My My Trading - Services Company Limited - American International Hospital Branch
Promotora Medica Las Americas SA
<<Medical Center <<OUR FAMILY>>, A Limited Liabiliti Company
GWest Centre
GNP Consulting
Niveton International S.A.
Severance Hospital
SEO Holdings, LLC
Analysts International Corporation
New Vision Eye Clinic
Star Medica, SA de CV
PT Cekindo Business International
Yeditepe Universitesi
Iris Insurance Brokers Limited
Craig Tyrell
Restorative Community Counselling
Cevian Intermediaries Inc.
Al Orf Hospital - Kuwait
Medical Park Goztepe Hospital
Europe Assistance CEI

Michael Vidal
Dr. Moopen's Healthcare Management Services W.L.L.
Grande International Hospitalo
Dan Caligiuri Associates, Inc.
Sir HN Hospital Trust
Unilife Global Ltd
IBN Sina Medical Centre
Clifford Allen Associates, LTD.
Choice International LLC
Pepper Hamilton LLP
Vie International Financial Services Limited
Anicca Psychology & Consultancy
St. Raphael Private Hospital
Sun-Tec Medical Center
WorldVenture
Starlight Dental Clinic
Zhibao Technology (shanghai) Co. Ltd.
Skin Physicians Pte Ltd
Home Health Care Doctor Serviccos Medicos Domiciliares Ltda
Silver Cross Medical Group Limited
Al-Sayegh Clinic
Mark Noble
Safak Health Group
Dr. Rose Egeszsegugyi Szolgaltato Kft.
Specialized Hospital for Surgical Diseases ZAN MITREV Skopje
Vanessa Serrao
Asian Hospital and Medical Center
Dr. Roy Abourjeily (Beirut Boston Clinic)
Euroclinic of Athens SA
Element 78 Partners, LLC
Good Gang-An Hospital
Stomatoloska Ordinacija Sulemanagic
Samitivej International Co., Ltd.
Overseas Schools Assistance Corporation
AmMed Ruijin Cancer Clinic
Mars Brokerage of LI Inc.
The Middle East Institute of Health
Levant Hospital
Fideicomiso Titularizacion OMNI HOSPITAL
Benefit Specialists of Virginia, Inc.
Family Healthcare Join Stock Company (Family Hospital)
Eur Am International Medical Center
Alfa Medica
Raffles Medical Group Ltd/Raffles Hospital Pte Ltd

Apollo Hospitals Dhaka
IMODSEN
Global Doctor
Clinica Ortopedica e Traumatologica Rudelli Sergio Ltda
EduBoston
Edgewood Partners Insurance Center, Inc.
Gulf Insurance (PCC) Limited
Strategic Alliances AG
Jeju National University Hospital
Life Support Team
Shanghai Ren-Ai International Medical Center
United States Fire Insurance Company and The North River Insurance Company
Family Medical Practice Hanoi, HCMC & Da Nang
Good Neighbor Insurance, Inc.
International Multi-Profile Clinic
ALDISA Consultores Educativos Internacionales
Laser Ocular Lomas SC
Sofie Med Group
PT Blue Dot Services
American Hospital Doha
Hospital Del Prado
UCPB General Insurance Company, Inc
BH Sigorta ve Reasurans Brokerligi A.S.
Asian Hospital Inc.
Infinity Commercial Insurance Inc. DBA Infinity Insurance Partners
EduLoans
Dal Ben Home Care & Senior Care
Istanbul Florence Nightingale Hastanesi A.S.
Bangkok Insurance Public Company Limited
Trawick International Inc
LLH Hospital Al Musaffah
United Coconut Planters Life Assurance Corporation (Cocolife)
MediClub
Dr. Mar Grau-Escriva, MD, Psychiatrist
Anlave Clinic
Holy Cross Outpatient Service, Inc.
Seoul National University Bundang Hospital
Anthony Fekete
Mechlikait Investments LLC
Dr. Patricia Lorenzo
American CyberSystems, Inc.
Mikrani Dental
Catlin Insurance Company, Inc.

HomeMed Servicos Medicos Intesivos Ltda
Rita D. Cabusao
Horizon Family Polyclinic
Andrews Memorial Hospital Ltd.
Acibadem Poliklinikleri A.S., International Hospital Istanbul A.S (ASG)
Clinica Sanchez Ferrer SA
The As-Salam International Hospital
GinsGlobal Index Funds
McGovern Education Group
Poliklinike Filipovic
Howden Insurance Brokers India Pvt. Ltd.
Smart Data Solutions
3M&C Medical Center Hospital
Ensure International Pension Broker
Sanatorio San Roque SRL
Doha Clinic Hospital
Clinic Dr. Atef H. Rizk
Seoul St. Mary's Hospital
HDI Global Speciality SE
Global Seguros
Renaissance Health
Dissinger Reed, LLC
Nadja Weber
Privatna Stomatoloska Ordinacija Denta S
Bayley and Jackson Medical Center
Gojeb Dental Clinic
Hawkins Wealth Advisory LLC
Primus Super Specialty Hospital
MRI Botswana Prime Health Pharmacy
Lokman Hekim Esnaf Hospital
Allo Doctors French Medical Services
Mayfair Doctors
Hospital de Diagnostico, SA de CV
Kidney Solutions Ltd
Healt Centa Jedro
Zelis Healthcare Corporation
Fundatia Dr. Victor Babes
Fernando Goncalves de Almeida
Narine Care Medical Centre
GrECo JLT Sigorta ve Reasurans Brokerligi A.S.
International Clinic
Jim Pinto
GBG Holding
Fudan Vision Medical & Healthcare Centre
Changjiang International Medical Center

LLH Hospital LLC
City Medical Consultancy
Golden Meditech Medical Insurance Management (China) Co. Ltd.
Far East Medical Vietnam Limited
New York Columbia Dental Clinic
Clinic Sokhapheap Thmey
Equinox Management Group Inc
Gachon University Gil Medical Center
Choithram Memorial Hospital
Ken Lee Medical Network Services
EURACARE Multispecialist Hospital
Imperial Platforms, Inc.
Yersin International Clinic
M3 Insurance Solutions
GR Risk Partners Limited
Cohasset Associates Inc.
Humanitarian Life International, Inc.
La Fundacion Valle del Lili
TMVC Singapore Pte Ltd
Federal Insurance Company
International Modern Hospital
Namely Employee Benefits, LLC
Prime Dental Services
Integra Global Health Deutschland GmbH
LeverEdge
Les Perlson
Access One Insurance
Lloyds
Beauty Management Medical Institute SRL
L'Association Internationale de Sante
Al Shifa Pharmaceuticals (Pvt) Ltd T/A Modern Pharmacy Mall
Shanghai Landseed Hospital
Xie He Medical Center
VSP Vision Care - UK Limited
American Medical Centers-Kyiv
International Hospital of Bahrain
Mackenzie Taylor Benefits Consultants Limited
The Trust Hospital Company Ltd
Tawian Adventist Hospital
LEO Medicare/LEO Family International Co. Ltd.
John O'Connor
Bio Dental Special Clinic
Imperial Import Export FZC
SMC Healthcare SDN BHD

Implant and Laser Dental Centre
Beijing Wuzhou Women's Hospital, Ltd
Apollo Hospitals Chennai
Lifecare Hospital LLC
Al-Ahli Hopsital
Medica Sur, SAB de CV
PT Blue Dot
Blagosostoyanie & General Health International LLC
ES Evident Ltd.
Provider Espanol Auxilio Mutuo de Puerto Rico, Inc.
Alliance International Medical Centre
Foundation Source
Acacia Health Insurance
WuHan Zhenai Women's Hospital
In2Matrix (Cyprus) Limited
Asia Pacific Centre for Medical & Dental Healthcare
Centro Medico Imbanaco de Cali SA
Dr. Regina Cudek
Bo Werkstrom
Mediheal Hospital Parklands Ltd.
Images Diagnostic Center
Watania
Henrique Perobelli Schleinstein
Medlab Ghana (Africa) Limited
AXA Seguros S.A. de C.V.
Vision Service Plan Insurance Company
Columbia Africa Healthcare Limited
Community Medical Center
Euromedica Provision of Healthcare Services SA
Cabinet Medical Le Belier
Star General Insurance Agents & Brokers Ltd.
Dissinger Reed
PZU "Dr Peti" Skopje
Arch Insurance Group, Inc.
Arab International Medical Assistance
Ultra Care Medical Group
Clinique de la Medeleine
K.M. Dastur Reinsurance Brokers Private Ltd.
Samuel Fleischman
A-Star/Summer Discovery
Dr. Maher Abbas Clinic
A-Star Education/Summer Discovery
Orbit Healthcare Services (Uganda) Limited
Dobrobut Clinic
Indry Wardhani Clinical and Healthcare Psychologist

Atlantic Group
Meridian Management Group, LLC
St. Luke's Medical Center
Servicios Especializados para el Desarrollo Medico SA de CV
Clinica de Marley SA
RSM US LLP
Arthur J. Gallagher Brokerage & Risk Management Services, LLC
Janice Michaud
MCXI Professional Group
Worldpath Clinic International
Instituto de Neurologia de Curitiba Ltda
M Financial Holdings Incorporated
FutureHealth, LLC
Centro Medico Docente La Trinidad Unidad de Admision
Polyclinique Pasteur Mali
Sandhills Insurance Group, LLC dba InsureStays
Korea University Anam Hospital
Conjunto Clinico Nacional Conclina CA
Hospital Prontonorte S/A
Grande International Hospital, Nepal
Meten Service USA Corp.
Unidad Medica SA
Dr. Mohammed AlOlayyan Orthodontics & Dental Center, BAHRAIN
SR Group Enterprises Inc
CAN Sigorta ve Reasurans Brokerligi
TOBB ETU Hospital
Clinica Jesus del Norte SAC
United International Trading Company, Sunlife Pharmacy
Ly Srey Vyna Clinic
MHG Services, Inc.
Artemis Medicare Services Private Limited
University Hospital of the West Indies Private Wing
The American British Cowdray Medical Center IAP
Fundacion Santos y de la Garza Evia, IBP
MediCover
KarongClinic
Nirely Gonzalez
TripDoctor Inc.
Yeon and Nature Birthing Center
Shanghai Ruidong Hospital
Council for Education Travel, USA
Centre Medical Chardy
Chun Ha Insurance Services, Inc.

UCF Athletics Association
Privatua stouiatolonka aiduacija-DENTA F
Caio Sergio Rizkallah Nahas
New Al Rabeeh Dental Centre
CAPA Soluciones Juridicas S.C.
Baltic - American Medical & Surgical Clinic
Shifa Medikal Saglik Ishlethmeleri Stas Baki Filiali
Eduardo Carlos Pereira
Parkway (Shanghai) Hospital Management Ltd.
Surya Medical Services
Ciming Checkup
Avraam Insurance Agent Ltd
BBCS Kft.
Achievers Point
PZU Poliklinika "Sunce-Agram" Sarajevo
Medical Doctors, Incorporated (Makati Medical Center)
Parker Howe
Bahrain Specialist Hospital
World Medical Hospital
Teresa LaVecchia
Kristin Lucille Barens
PZU "Consilium"
Royal City Clinic
Royale Medical Clinic & Hospital
LeverEdge Association
Phyathai 2 Hospital
Healthwise Medical Centre
Lister Hospital and Fertility Centre
Denta Plus Clinic
KVR International, LLC
Promotora de Hospitales y Servicios Integrales SAPI de CV
Clinica Universidad de Los Andes
Gustavo Rocha Santos
St. Augustine Private Hospital
International Exchange of North America (IENA)
Clifford Allen Associates
Pinnacle Benefit Solutions
Fatih University Medical Hospitals
Riya Education Pvt Ltd
C.A. Robinson Interests, LLC
1000 Waterford Operating LP
AccessEDUSA
Wright, Finlay, & Zak
Kaul Clinic
ELITE EXECUTIVE MARKETING GROUP, LLC

Bentson Insurance Group	Australian Education Victoria Pty. Ltd.
Nextcare	Noosa Ventures Ltd
Madison Global Barbados	Jamboree Education Pvt. Ltd.
Centre Medical International - Fondation A. Carpentier	Mercer Health and Benefits LLC
Arnulfo Divina	Crum & Forster
Health Centar Dr Ristic	Senator Sales Limited
Biocenosis Marina	Haylor Freyer and Coon Inc
Shamrock Union inc.	Stomatoloska Ordinacija "Dr Agic"
Jsmiles Dental Clinic	Irena Bogusz
International Medical Support Services	John Deem
Speridian Technologies	Insurance Services International of NJ LLC
Wendy Tian Miller	DeltaHealth
PZU "Moja Bolnica"	AA Guaranty Assurance Co.
Robert Repke	Naga Clinic
Gras Savoye (Cambodia)	Aek Udon International Hospital
ViveCampus	Jinxu Huajian Hospital (Huajian VIP Healthcare Center)
Istanbul Memorial Saglik Yatirimlari A.S.	New Frontier Group, Inc.
Life Care Diagnostic Medical Center	United Financial Consultants Group, Inc.
Siam Cosmos Services Co., Ltd.	Raffles Medical-Shanghai
AXA Assistance USA, Inc.	Sun Optical Technologies Plc.
Gabler Insurance Brokers AS	MedJets USA, Inc. aka Jet Rescue Air Ambulance
EHC PORT - Harcourt	Centre Medical Francais
Nordic Medical Center	Cunapro Financial Services Inc
Societe Tchadiennes d'Assurances et de Reassurances	Westcoast International Dental Clinic
Global Broker Network Ltd.	Natural Healing Center
Medilink TPA Services Co., Ltd.	Regulatory DataCorp, Inc.
My Student Plans	Post and Telecommunication Joint Stock Insurance Corporation
International Hospital of Bahrain WLL	VIP Universal Medical Group, LLC
Clinica San Pablo SAC	Hygeia Hospital - Tirana SH.A
Barbara Sanchez et al	Yacht and Crew Insurance, Inc. DBA Superyacht Insurance Group
FirstMed Centers Kft.	Irva Clinic Beograd
A Plus Dental Clinic	Rebeca Balkanyi
Compass Agency	CyberSource Corporation
Orbit Healthcare Services (Seychelles) Limited	David Carter
IBS Sigorta ve Reasurans Brokerligi A.S.	Pantai Medical Centre SDN BHD
Hospital de la Mujer SA de CV	Luz Saude SA
IDP Education Limited	Maiden Reinsurance North America, Inc
Aspen Medical Sierra Leone	Hospital Aleman Asociacion Civil
Grand Hantha International Hospital	IDCQ Hospitales Y Sanidad, S.L.U.
AMC American Medical Center	Northway Surgery Centre
Integra Sigorta Ve Reasurancs Brokerligi A.S.	Joel Allumbaugh
Family Dental Clinic	Shanghai Byer Dental Clinic Chain
Kimberly-Clark Corporation	Healthway Medical Centres Limited
Passport Health	Soonchunhyang University Hospital Seoul
General Hospital MediGroup	

Netcare Congo SA
F. Rego - Corretores de Seguros, SA
Clinica Bellavista SAC
Guangzhou United Family Clinic
Qualcomm Incorporated
C & F Insurance Agency, Inc.
MEDO Ltd
Hospital Chiriqui, SA
Healthnet Services Ltd.
Complexe Medical de la Cornich Ques (CMCQ)
Universita Campus Bio-Medico
Operadora de Hospitales Angeles, SA de CV
GEE Insurance & Financial Services
BRIT
Al Nahil Int'l Clinic - Jleeb Al Shuyoukh (3rd branch of Shifa Al Jazeera)
Bellevue Medical Center - University Hospital
Medic Ser SAC
Tipalti
PT Bess Central Insurance
French Emirates Hospital
Sunshine Higher Clinic PLC
Care Management Network Inc.
Sanatorio Americano
Wootack Oh
Parley Pro
Executive & Occupational Medical Centers Ltd.
Al-Safa Polyclinic
Philippines First Insurance Company
Clinica de occidente SA
Centre Dentaire Tajmouati
Deepak Alur
First Agency, Inc.
Limited Liabilty Company "Medical center "Dobrobut-clinic"
Wellspring Insurance Network
Hospital Espanol
Medikabil Ozel Saglik Hizmetleri Tur.Yat.Gida.Ins.San.Tic.Ltd.Sti.
Centro de Cirugia Ambulatoria SA de CV
Dr. Moopen's Aster Hospital
Clinica Medihelp Services
Coretree Corporation
Dream Go Inc.
Deborah Corso
Leandro Gregorut Lima

Acibadem Saglik Hizmetleri ve Tic. A.S. et al
Physicians Outpatient Surgery Center, LLC
MedPark Hospital
Unicare Medical Center SRO
Dr. Lu International Dental Clinic
Patricia Simpkins
Orbit Thelish Healthcare Services (Nigeria) Limited
Loma Linda University Medical Center
Northway Medical Centre
Advanced Life Insurance Strategies
PSI Health Insurance
Eye Clinic "Svjetlost" Banja Luka
Each Future
International Financial Protection Solutions, LLC
Emergency Assist
McDermott Will & Emery
Vibhavadi Medical Center Public Company Limited
Family Hospital
Min-Sheng Hospital
Clinica Nuevo San Juan SAC
La Esperanza del Peru SA
Northcott Global Solutions Limited
Bon Secours Health System
OSD International Services Inc.
J.M. Dental
MediGroup dr Ristic
Balaji Medical and Diagnostic Research Centre
Air Evacuation Services (Pty) Ltd
Dr. Sharara Medical Center
USI Affinity
Service D'Urgences Medicales Et D'Assistance (S.U.M.A.)
Solid Minds Counselling and Research Services Ltd.
Alfred Garrett
Bumin Hospital
Milan Medical Center
Good Practice Clinic
Dual Corporate Risks Ltd.
Global HealthCare Shanghai Limited
TURCSANYI CONSULTING INC.,O/A GOOSE DIGITAL
Lockton Companies, LLC (Mountain West Series)
Careington International Corporation
Centro Medico Bautista
INF Healthcare LLC
Korak Global Healthcare Services, LLC
French Medical Institute for Children

Financial Planner
Healthway Medical Centres Guangzhou
Hector Perez
Penmore Benefits Inc.
Aydinlar Saglik Hizmetleri Ltd.
Mayerlin Caraballo
Broknet Group MEA
Noble Club Financial Services LLC
Phillip Edgar Tucker
MaiSoin
Haylor, Freyer, and Coon
Global Benefits Group (UK) Limited
Citrus College
CBIZ Insurance Services Inc.
Mike Mwemba of Lusaka Zambia
Fizio Centa BG
Town Health Medical Network Limited
Cure Ethiopia Children's Hospital
Susadi Corp
RMC Dentart Zrt
Insurance Blockchain Center, Inc.
Travmark.com Inc.
BISS International School Clinic
Wisconsin International Academy
Co-Ordinated Benefit Plans, LLC
Dr. Tarek's Dental Center
Barrick Gold
Ruber S.A.
Ankara Guven Hastanesi
Ginette Hernandez
Clinique Medical Diamant
Trawick International
Shamrock Union Inc
Centrul Medical Inirea S.R.L.
HEALIX HEALTH SERVICES LIMITED
World Assist
Limited Liability Company "AT.AMEDA"
Sinounited Health
Nagendra Tiwari
Orbit Healthcare Services (Madagascar) SARL
Envisage International Corporation
Hospital San Francisco de Tijuana SA
Muang Thai Life Assurance Co., Ltd.
Khema Clinic
Infoserve, Inc & Nationlink

Associacao do Sanatorio Sirio - Hospital do Coracao
Wapmed TPA Services Co.
Gagua Clinic
Arab Gulf Health Services LLC
Nairi Medical Center
U-Center BV
Dr. Fernando Reggianini
Jakarta Intercultural School
Kim Christiansen
SOGEMED-PISAM
Biomedicalab
Kyeungwoo Lee
Shifa Al Jazeera Medical Center - Farwaniya Branch
Beijing Tiantan Puhua Hospital
Branemark Osseointegration Center
Pacific Dental Care
Worldmed Clinic Co. Ltd.
Starlight Medical Care
PMC ISLA Health System
PZU Poliklinika "Moja Klinika"
Al Hayat International Hospital
Pacific Orthodontic Care Ltd
Sama Medical Care
Healix Medical Services Limited
DOC Medical Center
Panorama Insurance Brokers
Armfield, Harrison & Thomas, LLC
Belize Healthcare Partners Ltd
Boris Ltd.
Imperial Overseas Education
MSB Opst Bolnica
Hollister Insurance Brokerage, Inc.
Medical Centre "ISIDA-IVF" LCC
Can Am International Medical Centers
MP Shah Hospital
Magdalena Clinic for Cardiovascular Diseases
Punan Hospital International Medical Center
Alterna Card Services, Inc.
Modern German Hospital
Tay Family Clinic
American Hospital Dubai LLC
Loyens & Loeff
Hospital-Policlinic "Dr. Altawil"
Element 78 Partners LLC
Poliklinik Medikom

Aster Hospitals - Bangalore Branch
Al Seef Hospital
The Dental Practice, Nairobi
Shifa Al Jazeera Medical Center - Faraheel Branch
Bangkok Hospital Group
S Jungang Hospital
Disa Service
Lifeline Multi Specialty Hospital
Fertility Argentina
Universal Operations Insurance Services, LLC
Yere Hospital Dr. Eyob Tesfaye
Penetangore Wellness
InsurExcellece Insurance Brokers, Ltd.
Bahrain Defence Force (King Hamad University Hospital)
LUCCAHEALTH MEDICAL SPECIALTY CENTER GHANA LTD
Bryan Cronen
Kadikoyisifa Hastanesi A.S.
Konyang University Hospital
Clinica San Gabriel SAC
Hospital Ninos San Jorge
Thrive Family Pte Ltd.
Star Medica, SA de CV Sucursal Aguascalientes
April USA
Madison National Life Insurance Company, Inc. & Standard Security Life Insurance Company of New York & Independence American Insurance Company
PT Blue Dot Assistance
Allegiant Global Partners Inc.
Great American Insurance Company
Shanghai Ju Lai Investment Management Company Limited
Orbit Healthcare Services (Mozambique) Ltd.
Greater Chicago International Academy
International Life 360 Limited
Riviera River Cruises
Direct Medical Services Ltd.
Marina Lee
Dr. Sarah's Specialist Dental Centre
Academic Assembly
Crete Medigroup SSSI Policlinic
Shattuck-St. Mary's School
Reddington Multi-Specialist Hospital
Bulstrad Life Vienna Insurance Group
Global Doctor Medical Center
Sean Hollitz

Priority Global Care Management LLC
Bellaire International Clinic
Vision Aids Eye Clinic
BlueAlly Technology Solutions, LLC
Pattaya Bangkok Hospital
Shuman Hospital
Clinica Miraflores SA
Specijalna Bolnica Aksis
Taiwan Adventist Hospital
The Meltzer Group
Renewable Energy Insurance Broker EOOD
Clinica Alemana for Santiago, Inc.
Salud Valor Avaliacao de Contas Medicas
JSC "Insurance Company GPI Holding"
Macintyre Management Services Limited
Charter Management Company
Alia International Hospital
Henrique da Costa Rodrigues
Matilda International Hospital
Fundacion FOSUNAB
SNC Chicago Dental Hospital
Stichting Bronovo-Nebo
Laboratoire de Biologie Medicale Bio 24
The As-Salam International Hospital - Alameda Financial Limited
Clinica Primavera SAC
Alliance International Medical Services PTY (Ltd)
Wooidul Spine Hospital
Universal Rx
Professional Services, Inc.
Ivory Wealth Management (Pty) Ltd
Ponzoni Assistenza Medica S/C Ltda.
Adaptable Human Solutions
Hospital Pablo Tobon Uribe
Trauma Centre Borrowdale
BiH Medicinsri Laboratorij
FPG Insurance Co., Inc.
Pendleton Family Practice
Pro Financial Services LLC
Teri Frank
Kowa Dental
Swedish Specialist Hospital
Al Arabiya Clinic-Hollywood Smile
GRT Insurance Agency LLC
Moises David Molina Aldana
Unihealth Limited

AllTrust Insurance Co., Ltd.
Hospital Almater
Shuguang Hospital, Shanghai University of Traditional Chinese Medicine
Victoria Healthcare International Clinic
dz card (Thailand) Ltd.
Doctor Sam Medical Network
Jong Choi
Trad Hospital & Medical Center
Hong Kong International Medical Clinic
Sunrise Hospital
North American Specialty Hospital
PGS Consulting Group, LTD
Orbit Healthcare Service Ltd
Windy Solis FLAG
AXA France VIE
American Consulate General Frankfurt
VITUP Medical Center
Theptarin General Hospital
AMDA International Peace Clinic
Maternity Hospital LELEKA
Byunghyun Woo
Vantiv, LLC
Exira Gamma Knife Sp. Z. o.o
Apex Asia Medical Center
Insurance To Go Worldwide Insurance Agency, Inc.
Orbit Healthcare Services (Cambodia) Limited
American Medical Center (Odessa) Limited Liability Company
Skynet Telecommunications Limited
Avi International
GM Medicare Management (China) Co. Ltd.
Shanghai Kooka Dental Clinic
Baker Benefit Group, LLC
Medical Center
Primecare Multispecialty Hospital
Qing Cao
SAH Care
Hospital Clinica Benidorm
Willis Insurance Brokers Co., Ltd.
Safenet Insurance Brokerage Company
Senopati Therapy Center
Cami International
Muscat Private Hospital
Onkologikoa
Sharjah Corniche Hospital LLC

Allegiant Global Partners, Inc.
Assuria
UStudy Global
Hanjin Uhak
Global Wellness Administration Company
JN Life Insurance Company Limited
Thula Thula Clinica Familiar
Educatus Inc.
BNH Medical Center Co., Ltd.
Limited Liability Company "Medical center "Dobrobut-First aid"
Seoul Women's Hospital
International SOS - China
Akai House Clinic
PZU SP Quick Smile
TPA Servicios 2016
PT Asuransi Rama Satria Wibawa
Shanghai St. Michael Hospital
DK - German Medical Diagnostic Center Ltd.
Stephens Insurance, LLC
Orbita
Burjeel Hospital LLC
Stonehouse Brunel
TC English Limited
Radioterapia Oncoclinicas Sao Paulo Ltda.
Thonburi Hopsital Public Co., Ltd.
Bio Medica Internationa SRL
Clinica Sos Check-Up International
Molex, LLC
Fouad Khoury Hospital
Wattana Hospital Group
YES Intercambio Young Education Studies Inetrcambio LTDA
Vita Assessoria em Saude Ltda.
Starr Insurance Holdings Inc.
Spine Center
Victoria Healthcare My My JSC
"Sport Medica" SA
Burjeel Medical Centre LLC
Zelis Healthcare, LLC
Blagosostoyanie
Dental Center Tajmouati
Jitendra Reddy
JSC Risk Management & Insurance Company Global Benefits Georgia
National Institute of Endocrinology

Shanghai Children's Medical Center
Global Assurance Finance (Insurance and Reinsurance Brokers) Limited
UNIQA Versicherung AG
YK Columbia Dental Clinic
Poliklinika Sunce
PT Asuransi Sahabat Artha Proteksi
Frost, Brown, Todd LLC.
Willis Towers Watson Sigorta ve Reasuran Brokerligi Anonim Sirketi
Clinica Vallesur SA
Georges Memorial Medical Centre
C & J Medicare Hospital
SBay Consulting Aps
Strategic Insurance Services Limited
Affinity Health & Wellness Corporation
Clemenceau Medical Center
Maputo Private Hospital
Samsung Medical Center
The Kenya Hospital Association
Axis Capital
Overseas Medical Center Limited
Beijing Glory Clinic
Access ED USA
TBV Istanbul Hizmet Hastanesi
Nation Safe Drivers
Grupo Santa Joana
UAB Kardiolita
Perfect Care Inc./Dedicated Care
International Student Exchange
Christus Muguerza
902 Carnegie Center, LLC
Medex Medical Experts
Pan-American Life Insurance Co.
Alexandre Kazuo Misawa
Jarallah German Specialized Clinic
London Hospital
Beijing MJ Health Screening Co. Ltd.
DAC Beachcroft France AARPI
International Centre for Diarrhoeal Disease Research, Bangladesh
Sen Sok International University Hospital
Centre Medical International
SACAC Counselling Pte. Ltd.
HHFC Healthcare Advisors, LLC d/b/a RemedyOne
Dissinger Reed LLC

Wright Finlay & Zak LLP
Fundacion Cardioinfantil
St. John's Health Clinic
Clinica IMQ Virge Blanca
NART Sigorta re Reasuraus Brokerligi AS
Orbit Healthcare Services (Zambia) Limited
CHSISI Salud SAPI de CV
Specialty Insurance Solutions, Inc.
Clinica Alemana de Santiago, SA
Healthcare International DM Ossowsky Sp.J.
Optimal Family Health Limited
Berns Brett India Insurance Broking PVT Ltd
Cathy Gardner
Shanghai East Hospital VIP Department
PIB Financial Group, Inc.
Centro Medico del Turabo, Inc.
Fundacion Oftalmologica de Santander - FOSCAL
New DMZGA Medical
DAC Beachcroft
Cornerstone Clinic
True Care Clinic
Trader Group Company LLC
Alcorn Immigration Law, PC
West Shore Medical
Medical Network of Professionals
Vadi Liv Hospital
Vantage 360 Inc
Dr. Ayad Al-Shakarchi Medical Center
Beijing Intech Eye Hospital
GGA Groupement de Gestion et d'Assurance
Dr. Vincenza Antoinette Tiberia
Oman Al Khair Hospital LLC
Operadora Clinica del Pacifico, SA de CV
Avila Investments and Insurance Corp.
Burjeel Medical Center
Max Healthcare Institute Ltd.
The Capital Region Strategic Employee Benefit Services, LLC
Hospital San Javier
OT&P Health Care
Tae Ha
Nonghai-Wattana General Hospital
Inha University Hospital
BGN Eye Hospital
Philippine National Bank
Polyclinique Guindo

TCN Health Insurance
Chung-Ang University Hospital
Paelon Memorial Clinic
Conyers Dill & Pearman
Beijing NAYA Clinic
Wockhardt Hospitals Limited
Chemonics International Inc.
Academic HealthPlans, Inc.
Alhayat General Hospital
EHC Port-Harcourt
Bumrungrad Hospital Public Company Limited
Angel Hospital
Insurance Services of America
Master Agency TM
Huashan Hospital PuDong Fudan University
Paolo Hospital Phaholyothin
Sanatorio Mater Dei
Hospital Punta Pacifica
DEVA Medical Center Ltd
VFARMA
AON
Centro Medico Internacional Hope SA
Lifeline Hospital LLC - Sohar
Parami International Clinic operated by Samitivej International
Aspen Medical International
Sanatorio Migone Battilana SA
Centre Medical de l'Ambassade de France
Echo Adventure Cooperative
OmanAl Khair Hospital LLC
Carmen Patricia Romero
Ajou University Hospital
Marco Aurelio Silverio Neves
Tel Aviv Doctor Clinic
Paola Sol
Al Rabeeh Dental Centre
HUB International Northeast Limited
International Judo Federation
Dr. Hassan's Hospital and Diagnostic Centre
ALPS Hospital Private Limited
Matab Healthcare
Humanitas Mirasole SPA
La Fundacion Abood Shaio
Euracare
Joint Stock Insurance Company
Tungs' Taichung MetroHarbor Hospital

European Physiotherapy Clinic
British International Dental Centre
Nuttall Memorial Hospital
GBN Eye Hospital
Kyriba Corp.
Innovative Benefit Solutions, Inc.
Barbara McClaskey
FK Medical – SDMS
UNSECURED CREDITORS / BROKERS
4i Kat. Insurance Brokers Ltd
Abelardo Jose Esaa Gonzalez
ABMIX SOLUCOES EM SEGUROS LTDA
Abrahan Ricardo Pfeffer Almeida
Academic Assembly, Inc
Academic Health Plans Terry Lyons
Access One Insurance, LLC Victor Garcia
ACMENXT Ltda
Adiutum S.A.
Adolfo Vilanova
Adrian Sekkel
Adriana De Alvarenga Netto Martins
Adriana Umaña
Adriana Ximena Luque Quintero
AG Gatti Consultoria
Agencia Benefits
Aileen De La Milagrosa Olivo Ludert
Aimdar Advisory Group Inc
Alberto Jose Alcala Reyes
Alberto Sisniega Enriquez
Alef Group Inc.
Alejandra Nahas Sanchez
Alejandro Daniel Mejias Sarmiento
Alejandro Marquez
Alejandro Morillo Fiorillo
Alejandro Vega Rodriguez
Alejo Fortique Schmidke
Alessandro Wassilieff
Alexander Gerardo Murrillo Gamboa
Alexander Ospina Rubio
Alexander Scott Allen
Alfredo Willson - United Financial Consultants
Alice Cesareti
Alicia Del Valle Duben Villarroel
Alicia Veronica Cabanas
Allan Habif Kleiman

Alliance International Advisors
Alliance Marketing Group, Inc
Alpha International Insurance Broker AG
Alta Vista Operations Inc
Alvaro Augusto Sanchez Masson
Alvaro Cesar Almaral
Alvaro Sucre G.
Alvaro Torres
AM Global Agency
AM Global Group Corp
Amanda Cruz Gonzalez
Amelys Janett Morales De Izquierdo
American Advisors
Ana Teresa Celis
Ana Carolina Borga
Ana Carolina Sarmiento Marcano
Ana Cristina Cirrottola
Ana Estela Leal de Moraes
Ana Gabriela Serpa Vasquez
Ana Laura Contreras Soares
Ana Lucia Breviglieri Chidiquimo
Ana Paula De Seabra
Ana Paula Ibarra Pando
Ana Paula Mendes
Anabella Lopez Semprun
Andre Armando Bergwerk
Andre Ferreira Valverde
Andre Gersenzon
Andrea La Scalea Menniti
Andreina Villasmil Arias
Andres Abreu Alvarez
Andres E Mazzei
Andres Mendez Echeverri
Anselmo De La Trinidad Riera Perera
Antonio Adolfo Hernandez Estaba
Antonio Bassin Aviles
Antonio Carlos Driussi
Antonio Carlos Roberti Jr.
Antonio Ignacio Sanz Picon
Antonio Jose Gonzalez Rivas
Antonio Jose Rodriguez Fuentes
Antonio Jose Zubillaga Jimenez
Antonio Octavio Cisneros Rojas
Antonio Roberto Caubet Dittmar
AON Consulting Limited (Uk) Claire Kenny

Aon UK Limited
Apdrosinansanas un Finansu Brokers
Arko Promotions Corp
Armando Santander
Arnoldo Nobel
Artur Pupo Pesce
Asesores Agencyone
Asesores Inc
Asg Agency
Assured Partners of Ohio LLC
Atid Life
Augusto Cezar Bento Goncalves Philadelpho
Avila Boffil
AVWM LTD
Bac Financial
BAC Financial Paragon Global Wealth Inc
Bac Financial Peru
Barbara Sabine Diaz Bohn
Belen Azpurua
Berluis Taide Pinate Acuna
Bernardo Enrique Junior Labarca Parra
Betina Cohen
Betsabe Margarita Chacin Vilchez
Bh Life Group
Bladimir Angel Hurtado Briceno
Blanca Cecilia Vitalini
Blanca Margarita Lopez Velasquez
Braian Danielle Chinchilla Sayago
Bridgette Lockhart
Brokers Financial Group Gonzalo Esteban Poblete Chavarria
Bruna Kress
Bryan Cronen
BWUINS (Kyeongwoo Lee) Kyeongwoo Lee
BWUINS (Sean Park)
Cabal international Group C.A
Capital Driver SAC
Caribbean Agency
Caribbean Assurance Brokers Limited Agency
Carlos Antonio Sanchez Leiva
Carlos Enrique Lairer Otero
Carlos Julio Castillejos Rojas
Carlos Julio Castillejos Rojas Carlos Julio Castillejos Rojas
Carlos Marcelo Sosa Encina
Carlos Octavio Franco Liendo

Carlos Ramon Coello Requena
Carmen Alicia Estrada De Arevalo
Carmen Ideliz Santos Santiago
Carmen Mariela Luna Piñate
Caroli Carmela Lorefice de Taborda
Carolina Barasoain Fernandez / Isure Insurance Brokes
Castor Fernandez Rodriguez
Catalina Gonzalez
Caulton Christopher Gordon
CBIZ Benefits & Insurance Services, Inc.
Celina Denys Avila
Cesar Augusto Padron Buonafina
Cesar Enrique Rubio
Cesar Humberto Marchegiani Araque
Cesarina De Aguiar De Lopez
CGF Insurance LLC
Chamsa (Iracema Gomes De Almeida) Iracema Gomes De Almeida
Chamsa (Hamsa Group, LLC) Hamsa Group LLC
Chamsa/Hamsa Group (Paula Albino Machado) Paula Albino Machado
Chris Elizabeth Palomino Morett
Christiano John Muller Carioba
Circe Faldini
Circle Care Agency
Cisa Usa, Inc
Clase A Tours Ca
Claudia Lupion Garcia
Claudio Jeronimo Pecchio Vetencourt
Claudio Miguel Mejia
Cle Consulting LTDA
Cleber Fernandes Ribeiro
Clertan Do Vale Rochelle
Constanza Quevedo
Consultores 3G (Pedro Rojas) Pedro Rojas
Copassa Incorporated
Co-Plan Salud LLC
Coplasa Corretora De Seguros De Vida LTDA
Corozal Group Holdings Inc
Corporacion Argentum Us Ca
Correa Financial Services LLC
Cristian Newton Gomez
Cristina Cala Cefalo
Cristobal Benitez
Crystal River Investments Group
D'Leon Insurance & Financial Services Inc.

Dan Drennen - Travel Insurance Center
Daniel Alejandro Licitra Belluardo
Daniel Guidon
Daniel Jesus Azuaje Cabanerio
Daniel Kivatinetz
Daniel Owaldo Bizamon Lozada
Daniel Salomon
Daniela Minekava Ferreira
Daniela Thomopoulos de Ornellas
Danilo Blaichman
Danubio Consulting LTD
Daria Elena Brito Zavala
Dario Radice
David Beaty Somlo
David Cohen Corcia y/o Nanette Aschenberg
David Gunczler Pariente
David Hadida
David Robinson
Debora Ganc
Deborah Zaclis Lagus
Dennis Hurivitz
Derek Henry Willans Tozer
Deutlich SA
Dg International Consulting Services
Diana De Valensi Sosa
Digital Newage
Diogenes Alberto Boutet Him
DISA Services Sung Duk Kim
Dismar Andreina Brito Raymond
Dissinger Reed, LLC Dissinger Reed, LLC
DR-WALTER Versicherungsmakler GmbH // Insurance Brokers DR WALTER
Dual Group Exitos CA
Eagle Consulting Group
Eastern America Insurance Agency, Inc
Eba - Int
Eba Insurances
Edgar Eduardo Battistella Balbi
Edgardo J Mini-Espejo
Edrey Nunes Pierre
Edson Gonzalez Rojas
Eduardo A. Lavandeira
Eduardo Carlos Pereira
Eduardo Nogueira Gomes Pereira
Eduardo Rafael De Armas Fernandez
Eduardo Rafael Torrendell

Eduardo Wilson Bar
Efesus Investments Ltd
Elam Rafael Bravo Ramirez
Elia Elizabeth Macias Barrera
Elizabeth Josefina Limongi Campos
Elizabeth Velasquez De Salume
Elsa Benavides De Ruiz
Emanuele Aparecida Coghi
Emmett Insurance Group
Eneida Rosa Diaz
Engage Health Group
Enrique Angel Garcia Bencono
Enrique Villegas Fernandez
Enterprise Business & Services Corp.
Eoliberth Ali Suarez Plaza
Erica Patricia Zapata Lopez
Ernesto Geronimo Borgia
Ernst von Mecklenburg Strategic Alliances Specialties
Estudio Vazquez De Luca
Eva Heide Enns
Evely Borges Da Silveira
Everest Eduardo Contramaestre Espinoza
Evrial Ood Evrial Ood
Fabian Alexis Reales
Fabio Luiz Donate
Fairbarn Enterprises
Family Insurance Tae Il Ha
Faridy Alexandra Rivero Moreno
Federico Yanquez
Federico A Vielledent
Federico Patricio Valdes Ugalde
Fedor Saldivia Morr
Felix Modesto Hernandez Vargas
Ferber And Associates Lp
Fernanda De Fatima Goulart
Fernando Alfredo Siefken Amare
Fernando Luis Garcia Gilardi
Fernando Tomazi - Agent, RA Brandon
Financial External Corps
First Achiever Consultants
Fisco International Ltd.
Five Partners Advisors Sa
Flavio Foresti
Flora Oppenheim Goldsmith
Florandy Mendoza Pargas

Fminsurance - Oliver Financial Group LLC
Fminsurance CGF Insurance LLC
Fminsurance Frankie Martinez Puerto Rico
Fminsurance Fulcro Insurance, Inc
Fminsurance General Insurance Brokers Inc
Fminsurance Gonzalez Laboy Insurance LLC
Fminsurance Ikon Insurance Inc
Fminsurance Mariano Huerta Ortiz
Fminsurance Noemi Perez Insurance Partner, LLC
Fminsurance Smart Insurance Agency
Fps Advisers
Francisco Edgar Da Silva Filho
Francisco Magalhaes Fundao
Francisco Sanz
Frankie Martinez Puerto Rico
Frankie Martinez Vargas
Frima Sterental Cohn
FTHTTM INC
Fulcro Insurance, Inc
Gabriel Brakha
Gabriela Cecilia Parra Moran
Gabriela Estefania Rodriguez Mendoza
Gabriela Knez
Gabriela Serrano Rodriguez
Gabriella Grassi UFC Students
Gaetano D'Emma Iemma
Gee Insurance & Financial Services
General Insurance Brokers Inc
Genesis Insurance Brokers And Benefits Consultants Limited - Ufc Trinidad And Tobago
Geoffrey Chua
GFAI Administradora e Corretora de Seguros Ltda
Ghazal Insurance Ghazal Insurance Company
Gilmer Alexander Baisdem Perez
Giovanni Battista Menegon Stella
Giovanni Fabio Mascitti Di Felice
Giuliano Fazzio Passini Corretora De Seguros De Vida Ltda
Gladys Ponce De Leon
Gladys Ramona Moros Nieto
Glamar Venturis Prieto Caraballo
Gleyfer Liz Cortes Colmenares
Global Future Vision Management
Global Help
Global Quality Insurance
Global Wealth Services

Go Overseas Corp
Goas & Associates Inc.
Golden Pegasus Limited
Golden Spring Inv LTD.
Golden Spring Investment LLC
Gonzalez Laboy Insurance LLC
Gonzalo Antonio Santander Salazar
Gonzalo Esteban Poblete Chavarria
GR Risk Partners Limited Rahul Misra
GradRight, Inc
Graziela Cardoso Piloni
Green Coral International Ltd.
Greentop Investment Inc.
Grupo Aleph
Grupo Fenam MX Abraham Credi Dabbah
Grupo Fenam Mx Elias Hop Salame
Grupo Fenam MX Grupo Fenam
Grupo Fenam Procesadores De Informacion SC
Guido Antonio Pena
Gustavo Adolfo Rojas Requena
Gustavo Adolfo Suarez Sarcos
Gustavo Alonso Gil Rojas
Gustavo Antonio Rojas Green
Gustavo Chelotti Reis
Hamsa Group LLC
Hansel Holding Limited
Hansel Holdings Limited
Haydee Carolina Mendoza Balboa
Haylor, Freyer And Coon, Inc. Hfc Puerto Rico
Heniek Laib
Hernan Ibaceta Romero
Hfc Puerto Rico
Howden ACP Sigorta ve Reasürans Brokerligi A.S.
Howden Employee Benefits & Wellbeing Limited
Hudson Int Inv LTD
Hugo Soljancic
Human
Ibrahim Gonzalez Agb Insurance
ICG Company
IDP Education Limited
IFCG Inc
Ignacio Garcia Insurance Services LLC
Ikon Insurance Inc
Ilh Asesores Ca
Insibs C.A.

Insurance For Students
Insurexcellence Insurance Brokers Steve Bell
Interamerican Financial Consulting Group
Interamericana Advisors Old
Interbrokerage Insurance Group, Inc
Interbrokers Insurance (Nirely Gonzalez) Nirely Gonzalez
Interbrokers Insurance Ricardo Rosales
International Advisors
international Financial Protection Solutions, LLC
International Total Agency
International Total Support Corporation
Intertrade Inc
Iracema Gomes De Almeida
Iris Noguera Nieves
Iris Planejamento
Irving Javier Gomez Escalona
Isaac Rubinstein
Isabel Cecilia Bonetti De Puma
Isak Gwercman
Isli Del Carmen Lugo Padron
Ivette Matiauda Reuter
Ivonne De Moreno
Ivonne Kibrit
Jacob Garzon
Jadir Dimas Vasconcelos Fonseca
Jaime Aharonov Cohen
Jaime Alegria Benarroch
James Edward Echeverria Perez
Janet Baum
Jaqueline Paes
Javier Alberto Contreras
Javier Francisco Irigorri Nucete
JCB Insurance Solutions
Jenny Aismar Alvarado Munoz
Jesus Gustavo De La Huerta Cervera
Jesus Humberto Zambrano Perez
Jesus Maria Mora Rivas
Jhonny Jose Lezama
Joel Downer
John Carlos Martinez Ocampo
John Williams
Jorge Baladi Najas
Jorge Antonio Loreto Sanchez
Jorge Enrique Quintero
Jorge Jose Bassin Avilez

Jorge L. Barcelo
Jorge Luis Guedez Issa
Jorge Orrantia
Jose Luis Diaz, Interbrokers Insurance Group
Jose Alberto Nasser Salomon
Jose Antonio Olivares Rodriguez
Jose Antonio Recao Roura
Jose Carlos Muñoz Oronoz
Jose Enrique Vargas Hungria
Jose Gregorio Rodriguez Garcia
Jose Guillermo Narvaez Hernandez
Jose Humberto Quintero Velasquez
Jose Luis Bonnemaison
Jose Manuel De Urrutegui Arranz
Jose Paulo De Araujo Cunha
Jose Roberto Jacinto Francisco
Joseba Amortegui Unfried
Josebel Ribeiro dos Santos
Joseph Moses
Josephine M Kauffmann
Joy Mindlin
Jpg Associates
JQP Capital LLC
Juan Alvaro Lopez Hernandez
Juan Carlos Bustillos Murillo
Juan Carlos De Lasa
Juan Carlos Ferreiro Neira
Juan Carlos Recao Roura
Juan David Pelaez Londono
Juan Ignacio Targa Aranguren
Juan Jose Ramirez Filipi
Judith E Proulx Inc.
Juliana Naranjo Paredes
Julio Ismael Lugo Padron
Julio Jose Chacon Esis
Juveni Lourdes Schons
Karelys Andreina Lopez Delfin
Karla Maria Alonzo
Katherine Carolina Curtidor
Kelly Karina Gutierrez
Kenneth D Fields
Kenneth Hamm Finlay Stewart
Kenneth Jose Betancourt
Keny Johan Ortiz Jaen
Kocoon Investments Limited

Kyc Company LTD.
Lang and Lopez Global Partners
Lara De Las Galaxias Rodriguez Astudillo
Lara Jane Turkie Schnaider
Laura Fernanda Correa Acosta
Laura Gabriela Croes Rondon
Laura Holstine
Lee Bo Taek
Legra Broker Vladimir Kipriansovsky
Lemos Galvao Planejamento E Organizacao Patrimonial - EIRELI ME
Lenis Del Valle Castillo Gonzalez
Leon Avila
Leonardo Enrique Coutinho Gozaine
Leonor Maria Guzman Herrera
LeverEdge Association
Levy Leonardo Lossada Belgrave
Leyda Lucia Valero Arboleda
Lighthouse Insurance Group Inc
Lilian Marcia Moura Rabinovitch
Liliana Valeria Giraldo Usuga
Linda Emperatriz Lara Blanco
Lisaurys Isabel Pierluissi Romero
Lisbeth Del Carmen Camacaro Colmenarez
Lisbeth Lazaballet Vaquero
Lisbeth Leonor Hernandez Mancilla
Livia Bastos Salgado
Livingston Corporate Ventures Inc
Lizbeth Coromoto Belloso Quintero
Lorena Velazquez Romero
Lucas Porto Biasi
Lucia Andrea Ioriatti Da Silva
Luciana Lara Coral
Luciana Virginia Silva De Oliveira - Agente Niveton
Lucrativa International Sa
Luis Alberto Alberto Caraballo Baquero
Luis Alberto Frias Rodriguez
Luis Avila Merino
Luis Beltran Carvajal Zepa
Luis David Balza Alvarez
Luis Eduardo Chavez Diaz
Luis Fernando Perez
Luis Guillermo Betancourt
Luis Javier Lardizabal Arellano
Luis Martin Pereira Correa
Luis Michel Lenero Garcia

Luisa Galofre
Luiz Alberto Cavallari De Andrade
Luiz Alberto Teixeira Gonsalves
Luiz Antonio Ferreira Guzzardi
Luiz Eduardo Valenzuela Saldivia
Lyda Janneth Alzate Palacio
Mackenzie Taylor Benefits - GBE (GBP) Kim Cartmell
Maikel Garcia
Major Group
Mara Plut
Marcela Nuñez
Marcelo Passos
Marcelo Rea
Marcelo Sellmann
Marcelo Zani Giuzio
Marcio C Diniz
Marco Fabio Gelpi
Marcos Antonio De Oliveira
Marcos Leandro Trujillo
Marcos Rafael Gambus Zambrano
Maria Alejandra Domaniczky Garcia de Zuniga
Maria Alicia Panting
Maria Antonieta Virgen Velez
Maria Auxiliadora Ramirez Dorante
Maria Carolina Ortiz de Dominguez
Maria Carolina Vasquez
Maria Claudia Ferreira Bastos
Maria Cristina Garcia De Zuniga
Maria de los Angeles Cruz de Magno
Maria Del Carmen Morales Ramirez
Maria Del Carmen Teran
Maria del Pilar Avendano Cisneros
Maria Elizabeth Aparecido Martinelli
Maria Elsa Ortiz De Mendoza
Maria Eugenia Pinto Ortega
Maria Fernanda Zuluaga Consuegra
Maria Gabriela Delgado Romero
Maria Gabriela Estaba De Tezier
Maria Gladys Rutia Ostertag
Maria Idalina Rodriguez
Maria Ines Kent
Maria Irene Da Silva
Maria Isabel Frug
Maria Lucia Mendes Alves Pereira
Maria Lucia Padilha Fialdini

Maria Luisa Di Marzio
Maria Milagro Pastrani Ocanto
Maria Soledad Pita Gonzalez
Mariana Arraga
Mariana Trigo Valdivia
Mariano Huerta Ortiz
Marielena Cruz Van Der Laat
Marina Teresita Alvarez Rivolta
Mario Aprile Tayar
Mario Gaspar De Alba
Mario Levy Jafif
Mario Ricardo Seijas Vegas
Mariol Del Valle Medina De Barrios
Marsh Bulgaria
Maty Feldman-Bicas
Mauricio Carasso
Max Angelo Weiss Lazarotto
Mayra Alejandra Gonzalez de Maldonado
Menchlikait Investments LLC
MIA Global Corp
Michelangelo Capital Investments
Michelle Bonelli Martinez
Miguel Antonio Gauna Mijares
Miguel Armando Martinez Lopez
Miguel Jesus Pasquariello Di Cecilia
Miguel Ponce
Mike Scharf
Milagros del Carmen Perez Medina
Milagros Zambrano
Milangela Figueroa Pernaletе,
Militza Ilena Wilson Mena
Milton Arts Limited
Minerva Minerva
Miriam B. Rosenhek
Mirian Sugey Villarroel Suescun
Mirla Justina Leon Gomez
Mirna Elena Regalado De Perez
Mla Services LLC
Monica Helena Susaeta Vasquez
Monica Rosa Elena Guzman Donoso
My Student Plans, Inc.
Nadeska Araujo De Blanco
Nadia Angelica Gajardo Villablanca
Natascha Elizabeth Benavides Reyes
Neil Anthony D'Ornellas

Nelly De Montiel Puchau Ricardez
Nelson Rafael Calvetty
New CGF Insurance LLC
Nicolas Ramon Dominguez Montilla
Nicole Cohen
Nilson Flavio Goncalves
Nirely Gonzalez
Nissi Innovations LLC Jason Huang
Nissim Levi
Niveton International S.A.
Niveton Franco Treinamento e Corretora de Seguros Ltda
Niveton International Latam Business
Niveton International Latam Business II
Niveton Isak Gwerzman
Niveton LCS Corretora de Seguros Ltda.
Niveton Niveton International S.A.
Noemi Perez Insurance Partner, LLC
Nopal Sa
Nora Gonzalez Urosa
Nora Maria Vivas Rincon
Norma Chiapero
Northern Brokers
Ofg Services Ca
Olga Lisbeth Santaella Delgado
Olga Lucia Valencia Londono
Oliver Financial Group LLC
Olivia Del Valle Perez Gutierrez
Olympic Agency, Inc.
Olympic Agency, Inc. Olympic Agency, Inc.
Online Vector Insurance Solutions LLC
Orlando Adolfo Gonzalez Bustos
Orly Goldsmith Oppenheim
Oscar E. Franzius - United Financial Consultant
Oscar Freites S
Oscar Gabriel Soukop Garcia
Oswaldo Vicente Quiroga Olivares
Pablo Hernandez Hernandez Paris
Pacific Prime
Pacific Prime Insurance Brokers LLC Pacific Prime Insurance Brokers LLC
Paragon Global Wealth Inc
Pascuale Guarino
Patricia Elena Fuentes Gimón
Patricia Gomariz Prats
Patricia Martin Del Campo Campillo
Patrick Donald Camm

Paula Albino Machado
Paula Eugenia Gasulla Iecco
Paulo Andre Ribeiro Fonseca
Paulo Brucoli
Paulo Sergio Dos Santos Costa
Pedro A Palicio
Pedro Jose Oropeza Ceija
Pedro Roberto Durrego Garcia
Pedro Rojas
Pedro Tuesta Anaya
Perfect Circle Inc
Perlor Management
Peter Abdool
Peter Ramos Photography LLC
Petra Del Carmen Hernandez Orta
Phama Investments Advisers Corp.
PIB LLC
Piero Addati Recchia - United Financial Consultants
Pierre Michel
Pilar Teresa Bello
Pinnacle Insurance Brokers
Pithis International LTD
Praxis Associates, Inc
Priscila Manzo Lindgren Silva
Priscila Mello Costa
Private Financial Associates, C.A
Private Investment Group, Inc
Procesadores De Informacion SC
Producers Financial Group
Prolife Corretora De Seguros Consultoria e Desenvolvimento Eireli
R&F Consulting Inc.
Rafael Andres Gallegos Baldo
Rafe Kassam El Hinaqui
Raquel Cristina Palacios Amiuni
Raya Robinson De Gittler
Real Life Patrimonio Global LTDA
Rebeca Balkanyi
Renato Marcel Goldberg
Ribeiro And Filhos LTD
Ricardo Tihanyi
Ricardo A. Gomez Otto
Ricardo Alberto Uriegas Sansores
Ricardo Andres Hausmann Pfeifenkopf
Ricardo Campos Toni
Ricardo De Oliveira Costa Pini

Ricardo Gabriel Villarroel Mendible
Ricardo Jesus Muci Ramos Alfredo Juan Guzman Coello (Cma Globa Partners)
Ricardo Jose Marcano
Ricardo Minc - Agente Niveton
Ricardo Rosales
Riggs Counselman Michaels & Downes, Inc
Rio Caribe Inc
Roalma Roalma (with UFC)
Roberto Angel De Armas Javier
Roberto Antonio Lara Watson
Roberto Enrique Esquivel Benard
Robinson Mori Hidalgo
Rodolfo Duarte Moreira Filho
Rodolfo Hobaica Morffe
Rodrigo Cavalcanti De Arruda
Rodrigo Pereira Guedes
Rodrigo Valadao Cordeiro
Rogério Michel Day
Rolf Farto Bozzo
Romulo Daniel Segovia Tovar
Ronald Jose Villanueva Doubroth
Ronaldo De Britto Pereira
Ronit Holdings Inc
Ronmel Jose Liscano Calles
Ronny Julio Alvarez Escudero
Rosalicia Del Carmen Romero Salazar
Rosanna Alejandra Montes Sanchez
Rosario Salazar Garcia
Roscio Hermilda Betancourt Hernandez
Rosely Epsztein
Rosilene Conessa
Roxana Barrientos
Rts Risk Transfer Service
RUBEN ANTONIO YANES FERERAS
Ruben Herrera
Saad Anthony Baksh
Sabine Eland Silva
Salomao Gammernan
Salomon Sidaury Romano
Salvatore Lonigro Picciuto
Sandra Brown
Sandra Coromoto Idrogo Quintero
Sandra Daniela May
Sandra Isabel Hoyos Mora
Sandra Leonor Goncalves Oliveira Borges Candido

Saul Rubinsztein
Scarlet Carolina Manrique
SD- Brokers
Secutive Acquisition LLC Secutive Acquisition LLC
Senator Sales Limited
Sergio Alberto Moreno Morales
Sergio Enrique Torrendell
Sergio Wainberg
Servando Escamilla Dominguez
Shadrach Robinson - United Financial Consultants
Shamrock Union Inc
Sheila Clezar
Sheka Forna
Shelton A (UFC)
Shelton B (UFC)
Shelton C (UFC)
Shelton D (UFC)
Shelton E (UFC)
Shelton Shelton A
Silvana Maria Gracia Denis
Silvia Poplawsky
Silvia Vlodaver Unzek
Sistem Bestur Sigorta Aracilik Hizmetleri LTD
Sky Life Jorge Yonny Mamo
SM Asociados MX Rebeca Balas Levy
SM Asociados MX Seguridad Arievea, Agente de Seguros SA de CV
SM Asociados MX SM Asociados
SM Asociados Solucion Activa, ET, SC
Smart Insurance Agency
Sofia Giovanna Castanares Vitale
Solange Bastos -United Financial Consultants
Solange Pagels
Sonia Guimaraes Oliveira (Noosa Consultoria)
South Group Intl.
Specialty Insurance Solutions, Inc
Speire Capital Inc
Star Healthcare Network Gigi Grobstein
Stephen Boush
Strength International Investments
Studies Careto
Susadi Corp Susadi Corp
Susana May
Sylvia Fernandez Strunz
Tamara Kivatinetz
Tatiana Ammar Salles Palhares

Tatiana Catalina Mendoza Toro
Tatiana Yuki Kubo
Technology Trade (Tt) LTD.
Tell Equities Inc
Teresa Maria Perdigao Ferreira Marinho
The Joni Agency
The Sovereign Group
Thomas Sauer
Ticiana Carvalho
Tipping Point
Trader Group Company LLC
Trafalgar Travel Limited
TripDoctor Insurance LLC
Twylite Investments SA
Twylite Investments SA (Jorge Luis Faro Diaz) Jorge Luis Faro Diaz
UFC - Andrew D Wright
UFC - Richard Mclaws
Unihealth
Unique Int Group Inc
United Financial Consultants Carmen Alicia Estrada De Arevalo
United Financial Consultants Caulton Christopher Gordon
United Financial Consultants Claudia Lupion Garcia
United Financial Consultants Interamerican Financial Consulting Group
United Financial Consultants Intertrade Inc
United Financial Consultants Joel Downer
United Financial Consultants Karla Maria Alonzo
United Financial Consultants Sandra Brown
United Financial Consultants Tell Equities Inc
United Financial Consultants West Coast United LTD
Unity Advisers Management Inc
Ursula Ricketts
Value Care Insurance
Vanessa Biagioni Zuazua
Vanial Corp
Vante Planejamento & Consultoria LTDA.
Vera Lucia Evangelista Barreto
Vernwood Financial Services
Vicente Rodrigo Bosch
Victor Babino
Victor Hugo Tortolero Celis
Vielledent Sisniega Y Asociados
Vig Austria VIGAustria
Vincenzo D'Angelo Buccafuschi

Violeta Maria Herrada Aparicia
Vip Global Brokers
Vitality International Limited Inc
VIVIAN HOBAICA MORFFE
Viviana Arlet Rodriguez Huerta
Walter Nan
Wellness Enter
Wendy Karina Moya Pena
West Coast United LTD
William J Bracho
Willis Towers Watson (Cambodia) Insurance Broker PLC
Wilmer Efren Ambrossi Sotomayor
Ximena Maria Ramirez Garcia De Zuniga
Xion Consulting Group CA
Yamil Eliezer Fuenmayor Rivas
Yesmar Del Carmen Perez Moreno
Yohanna Carolina Montes Duarte
Yoly Magdalena Sanchez de Perozo
Zuldy Leslie Salazar Carriazo
UNSECURED CREDITORS / PROVIDERS
3rd Park Hospital
ACS Primary Care Physicians
ADVANCED MEDICAL VISION
Adventist Health Hospital
AER Medical LLC dba Borealis Heart
AMERICAN BIO SERVICES C.O (AMBIOS)
American Medical Centers
ARCE GONZALEZ JUAN MANUEL
ARSUVE SOCIEDAD CIVIL
ARTROVISION CIENCIA Y TECNOLOGIA
ARUAL MEDICINA DE REANIMACION
ASOCIMA - ASOCIACION DE MEDICOS DEL CIMA
BAPS Pramukh Swami Hospital
BAPTIST HEALTH SOUTH FLORIDA - BAPTIST HEALTH MEDICAL GROUP ONCOLOGY, LLC
BAPTIST HEALTH SOUTH FLORIDA - BAPTIST HEALTH MEDICAL GROUP PHYSICIANS, LLC
BAPTIST HEALTH SOUTH FLORIDA - BAPTIST HOSPITAL
BAPTIST HEALTH SOUTH FLORIDA - NON EMPLOYED PHYSICIANS
BAPTIST HEALTH SOUTH FLORIDA - SOUTH MIAMI GYN ONCOLOGY PHYSICIANS, LLC
BAPTIST HEALTH SOUTH FLORIDA - SOUTH MIAMI HOSPITAL
BAPTIST SURGERY AND ENDOSCOPY CENTERS, LLC

BELIZE HEALTHCARE PARTNERS LTD
Billy Jimenez Bobadilla
BNH Hospital
BRITISH AMERICAN HOSPITAL (CLINICA ANGLO AMERICANA)
Bumrungrad International Hospital
Bumrungrad Medical Center Ltd
Bumrungrad Medical Center Ltd.
CAJA DE MEDICOS HOSPITAL ABC
CAJA DE MEDICOS HOSPITAL ANGELES DE LAS LOMAS
CARLOS E. MORANTE
CENTRO CLINICO VALENTINA CANABAL
CENTRO DE ESPECIALIDADES ANZOATEGUI
CENTRO DE INVESTIGACION Y MANEJO DE CANCER CIMCA
CENTRO DIAGNOSTICO HOMBRO INTEGRAL / MYRIAM CAPASSO T.
CENTRO MEDICO DOCENTE LA TRINIDAD
CENTRO MEDICO DOCENTE PARAISO
Centro Oftalmologico Docente Atlantico C A
CIRARTI S.C
CITY OF DELRAY BEACH FIRE RESC
Cleveland Clinic London
CLINICA CHILEMEX C.A.
CLINICA DELGADO (AUNA)
CLINICA EL AVILA
CLINICA SAN FELIPE S.A
CLINICA SANTA MARIA C.A
CLINICA SANTA SOFIA
COI CENTRO ONCOLOGICO INTERNACIONAL SAPI DE CV
DOCTOR SALVADOR MEDINA GONZALEZ Y ASOCIADOS
Dr AIDA REBECA MARQUEZ VALDEZ
Dr CARLOS NAVARRO BARRIGA
Dr CARLOS PRADA SILVY
Dr Carlos Rodriguez M
Dr Enrique Marquez Berti
Dr FELIPE DE JESUS MURILLO CERDA
Dr FLOR IVANA CONTRERAS ROJANO
Dr GEORGE JIRJIS MAKDISSY SALOMON
Dr Hassan Elhassan
Dr JESUS ALEJANDRO RUIZ MANRIQUEZ
Dr JORGE FAVRIN
Dr JOSE GARCIA FERRER
Dr JOSE MANUEL PORTELA ORTIZ

Dr JUAN ANTONIO LOPEZ CORVALA
Dr Laura Gilkinson
Dr MA DEL CARMEN LESPRON ROBLES
Dr MANUEL ALEJANDRO MARQUEZ VALDEZ
Dr MARCO ANTONIO ALTAMIRO CRUZ
Dr Marco Antonio Chavez Ramirez
Dr MARIANA STERLING PAMPLONA
Dr MARK MICHAEL WEKUNDAH SIBOE
Dr Michael Criswell
Dr MIGUEL LORA MARTINEZ
Dr MOISES MICHA MIZRAHI
Dr NORMA ALICIA TAPIA ESPARZA
Dr OSCAR CASTRO ARAGON
Dr PABLO SALVADOR SANTOSCOY AGUIRRE
Dr PEDRO PELAEZ DAMY
Dr RAFAEL OCHOA GARCIA
DR ROSHNI M. AJMERA
Dr SUNIL DARYANANI
Dr SUSANA CRUZ PONCE
Dr Teodor Goroszeniuk
Dr. Claudio A. Ramirez Cerda
Dra LUCERO JANETT ORTIZ PACHECO
Dra Veronica Colin Espinosa
ENDONASAL SOCIEDAD ANONIMA
EQUIPOS ARTICULARES 1980 C.A
ERGOTRONIC C.A 2011
ERNESTO RIVAS VALENZUELA
Euracare Advanced Diagnostics and heart Centre
FL CLINICAL PRACTICE ASSOC
FLYNN FAMILY MEDICINE
FORCE PHYSICAL THERAPY LLC
Fortius Clinic
FRANCISCO MANUEL GONZALEZ SANCHEZ RUBIO
FUNDACION BANCO DE DROGAS ANTINEOPLASICAS (FUNDACION BADAN)
FUNDACION CARDIOVASCULAR DE COLOMBIA
FUNDACION SANTA FE DE BOGOTA
G Okamoto Dental Corporation
GERARDO FRANCISCO ZAMBITO BRONDO
Gertrude's Garden Children's Hospital
GLOBAL DE SUMINISTROS OFFIEXPRESS
Global Healthcare Puxi Shanghai
GLOBAL REACH RX
GLOBAMEDICA CORP
GRUPO MEDICO SANTA PAULA

GRUPO MEDIMOVIL 911, C.A.	Samitivej Sukhumvit Hospital
HCA Healthcare UK	Segrupex S.A
HECTOR MURRIETA GONZALEZ	Seoul Counseling Center
HOSPITAL ALMATER	Servicios Urologicos Umd S C
HOSPITAL ANGELES CHIHUAHUA	Shanghai Delta Health Hospital
HOSPITAL CIMA SAN JOSE S.A.	Shanghai Donglei Brain Hospital
HOSPITAL CLINICA BIBLICA	Shanghai Jiajing Clinic
HOSPITAL DE LA MUJER	Shanghai United Family Hospital & Clinics
HOSPITAL METROPOLITANO DEL NORTE	Singapore General Hospital
HOSPITAL METROPOLITANO SAN JOSE	SinoUnited Health Center
HOSPITAL PUNTA PACIFICA (ALL CENTERS)	SinoUnited Health,Huangpu Riverside Clinic
Hospital Ruber Juan Bravo	Social Services League M P Shah Hospital
HOSPITAL SAN JOSE TECNOLÓGICO DE MONTERREY	SOHIN GENETICS SAPI DE CV
ISARKLINIKUM	SOLUCIONES ADMINISTRATIVAS A FINALIDADES MEDICAS S.C.
Jiahui International Hospital	STARLIGHT MEDICAL CARE S.A. DE C.V.
Jose Gamaliel Valezco Gonzalez	TERAPIAS DE INFUSION DE MEXICO SA DE CV
LABORATORY CORPORATION OF AMER.	The Aga Khan University Hospital
MBA MEDICAL BILLING ASSIST	THE AMERICAN BRITISH COWDRAY MEDICAL CENTER IAP.
MED NET PRO (SALUD VALOR)	TODD CANATELLA DDS
MEDICA SUR S.A.B DE C.V	UCLA DEPT OF MEDICINE PROFESSI
Medical services of manhattan	UINTA ACADEMY RTC
MEDICAL SERVICES OF PARK AVENUE PLLC	UMHC.
MEDS PARAISO VENEZUELA	Unicare Medical Center s.r.o
MILO CARE	UNIDAD VIAS DIGESTIVAS SANTA SOFIA UNIVIDI S.A
Miss Jeannie S.L. Yoon FRCOG	United Family Fengshang Clinic
Myanmar international Sos Ltd	United Family Quankou Clinic
Nakasero Hospital	UNIVERSITY OF PENN MEDICAL GROUP
NEWYORK PRESBYTERIAN HOS	UROLOGICO SAN ROMAN CA
Nicha Rungsimanond /Bumrungrad Hospi	VAYAC SAPI SA DE CV (VFARMA)
Nightingale Hospital London	Wellem Shaghai Xintiandi Clinic
OLV HOSPITAL	West Boca Medical Center.
OneWelbeck Imaging & Diagnostics	Now Health International Limited
OPERADORA DE HOSPITALES ANGELES S A DE CV.	PROFESSIONALS
OSWALDO MARTINEZ GONZALEZ DE SALCEDA	SILLS CUMMIS & GROSS P.C.
Parkway Health Medical Centers. Shanghai Centre	STRETTO
Parkway Hospital People's Square	GETZLER HERNICH & ASSOCIATES
PHARMCARE SERVICES	OFFICE OF THE UNITED STATES TRUSTEE
POLICLINICA METROPOLITANA, C.A.	MARTHA HILDEBRANDT
Pzu Poliklinika Dr Al-Tawil	ADELA ALFARO
Raffles Hospital	KIRSTEN K. ARDELEAN
Raffles Hospital Beijing Co., Ltd	FRANCYNE D. ARENDAS
RAMTOR GROUP J.R	MICHAEL ARTIS
Reva Inc.	LAUREN BIELSKIE
Samitivej International	

PETER J. D'AURIA
DAVID GERARDI
TIA GREEN
JOSEPH C. KERN
DANIEL C. KROPIEWNICKI
MAGGIE MCGEE
TINA L. OPPELT
ANGELIZA ORTIZ-NG
ROBERT J. SCHNEIDER, JR.
ADAM SHAARAWY
JEFFREY SPONDER
FRAN B. STEELE
JAMES STIVES
RACHEL WOLF
WILLIAM J. ZIEMER
DISTRICT OF NEW JERSEY BANKRUPTCY JUDGES AND STAFF - NEWARK
Andrew B. Altenburg, Jr.
Kathryn C. Ferguson
ROSEMARY GAMBARDELLA
Christine M. Gravelle
Michael B. Kaplan
STACEY L. MEISEL
Vincent F. Papalia
Jerrold N. Poslusny, Jr.
JOHN K. SHERWOOD
Wendy Quiles*
Kiya Martin*
Rebecca A. Earl*
Juliana Diamond*
Dana Muccie*
Sharon Purce*
Sharon Moore*
Charlene Richardson*
Susan Greco-Ericksen*
Nicholas Ebel*
Gina Price*
Michael Tedesco*
Rachel Stillwell*
Michael Brown*
Heather Renye*
Anthony Sodono*
Suzanne Sweeney*
Brooks West*
Juan Filgueiras*
Mariela Primo*

Christy McDonald*
Graham Streich*
Noreen Walsh*
Zelda Haywood*
Maria Figueria*
Carolyn Gauvin*
Kathleen Ryan*
Catherine McAuley*
Kevin Holden*
Brett Crow*
Ntorian Pappas*
Alex Bisogno*
Aron Kaplan*
Ohanna Fernandes*
MASTER SERVICE LIST PARTIES
GBG Insurance Limited*
Trawick International GbmH*
Faegre Drinker Biddle & Reath LLP*
Outside Chief Legal, LLC*

*Name is not provided in the IPL but added by PwC as deemed necessary for disclosure purposes

Schedule 2

DEBTORS
Global Benefits Group, Inc.
GBG Holding Incorporated
International Claims Services, Inc.
BANKS
BANK OF AMERICA
U.S. BANK
ALLEGED SECURED CREDITORS
HITACHI CAPITAL AMERICA CORP. ET AL
UNSECURED CREDITORS / AP VENDORS
1000 Waterford Operating LP
Act-On Software, Inc (Erin Wallace)
Allegis Group Holdings Inc.
American Express
Aon Risk Services Northeast, Inc.
Asana Inc
Association for the Advancement in International Education (AAI
AT&T
AXA Seguros S.A de C.V
AXIS Specialty Europe SE
Bangkok Insurance Public Company Limited
BDO USA, LLP
BRIT Syndicate 2987 at Lloyds
Calligo Limited (Donna Mitchell)
Capstone
CareMark RX
Cigna Health and Life Insurance Company
Cision US Inc
Comcast
Concur
CT Corporation
Cushman & Wakefield of Florida, Inc
CyberSource Corporation
De Lage Landen Financial Services
Dechert LLP
DLA Piper
Domo, Inc.
First Health Group Corp.
FloQast Inc
Fortra, LLC
Getty Images
Getzler Henrich & Associates LLC
Grant Thornton LLP
Groom Law Group Chartered
Hilton Management, LLC (RENT)

HUB International
Iron Mountain
KPMG LLP
Kroll Associates, Inc.
Kutak Rock LLP
Kyriba Corp
LEAF
LexisNexis
Life Insurance Company of North America
Linkedin Corporation
Loyens & Loeff N.V.
Lumen
M. Arthur Gensler, Jr. & Associates, Inc.
Maslon LLP
McDermott Will & Emery LLP
MetLife
Mitsubshi Financial / Hitachi Capital Corp
Multiplan Inc.
Navex Global, Inc
New York Life Insurance Company
OneNeck IT Solutions, LLC
Oracle America Inc
Payscale, Inc.
Pre-Paid Legal Services Inc (LegalShield PPLSI)
PricewaterhouseCoopers LLP
Randstad
RSM US LLP
Shanghai Life Insurance Company Ltd
SHI International Corporation
Skillsoft Corporation
Smart Data Solutions
Speridian Technologies LLC
Staples Business Advantage
SugarCRM, Inc
Switch Ltd.
Teladoc Health International
TelePacific Communications
Troutman Pepper Hamilton Sanders LLP
United Healthcare Services, Inc.
UpToDate, Inc
Virtru Corporation
VSP
Wilmington Shared Services Ltd USD (AXCO)
Windstream
Wolters Kluwer (NILS)

Worldwide Express
Zelis Payments Holdings LLC
Zhibao Technology (Shanghai) Co., Ltd. Stuart Pomper
UNSECURED CREDITORS / CONTRACT COUNTERPARTIES
Medical Services International Ltd. dba Bupa Cromwell Hospital
Hub International Mid-Atlantic, Inc.
Columbia Asia (Vietnam) Limited
AXA Seguros
Accordion Partners LLC
NetApp
Willis Re Inc
Tapestry
AON UK Ltd.
Chubb Insurance Company of Australia Ltd.
BRIT Syndicate 2987
Taiping General Insurance Co., Ltd
Fortis Healthcare Limited
Holy Cross Hospital, Inc.
Ed Broking LLP
Catlin
USI Insurance Services LLC
Nationwide Mutual Insurance Company
Vision Service Plan
AGA Khan Health Service Kenya T/A
Global Benefits Europe B.V.
Baptist Health South Florida, Inc.
HCA International Ltd.
Accenture Inc.
Kroll Information Assurance
Adventist Health System Sunbelt Healthcare Corporation
Kinross Gold Corporation
Relation Insurance
Mds - Corretores de Seguros, SA
BRIT Syndicates Ltd.
Catlin Insurance Company
Sociedad Paraguaya de Negocios y Servicios SA - Valor Salud
Promotora Medica Las Americas SA
Analysts International Corporation
Pepper Hamilton LLP
Zhibao Technology (shanghai) Co. Ltd.
Edgewood Partners Insurance Center, Inc.
United States Fire Insurance Company and The North River Insurance Company

American CyberSystems, Inc.
Catlin Insurance Company, Inc.
Howden Insurance Brokers India Pvt. Ltd.
Smart Data Solutions
HDI Global Speciality SE
Dissinger Reed, LLC
International Clinic
GBG Holding
Federal Insurance Company
Lloyds
VSP Vision Care - UK Limited
Mackenzie Taylor Benefits Consultants Limited
Foundation Source
AXA Seguros S.A. de C.V.
Vision Service Plan Insurance Company
Community Medical Center
Dissinger Reed
Arch Insurance Group, Inc.
St. Luke's Medical Center
RSM US LLP
Arthur J. Gallagher Brokerage & Risk Management Services, LLC
M Financial Holdings Incorporated
The American British Cowdray Medical Center IAP
1000 Waterford Operating LP
Bentson Insurance Group
Nextcare
Speridian Technologies
AXA Assistance USA, Inc.
Hospital de la Mujer SA de CV
Kimberly-Clark Corporation
Mercer Health and Benefits LLC
Crum & Forster
Sun Optical Technologies Plc.
Regulatory DataCorp, Inc.
CyberSource Corporation
Luz Saude SA
Clinica Bellavista SAC
Qualcomm Incorporated
BRIT
Tipalti
McDermott Will & Emery
Bon Secours Health System
Penmore Benefits Inc.
Global Benefits Group (UK) Limited
Barrick Gold

HEALIX HEALTH SERVICES LIMITED
Envisage International Corporation
Arab Gulf Health Services LLC
Healix Medical Services Limited
Loyens & Loeff
April USA
Great American Insurance Company
Clinica Miraflores SA
Unihealth Limited
AllTrust Insurance Co., Ltd.
Sunrise Hospital
North American Specialty Hospital
AXA France VIE
Medical Center
Willis Insurance Brokers Co., Ltd.
Shanghai St. Michael Hospital
Radioterapia Oncoclinicas Sao Paulo Ltda.
Starr Insurance Holdings Inc.
"Sport Medica" SA
Zelis Healthcare, LLC
Frost, Brown, Todd LLC.
Willis Towers Watson Sigorta ve Reasuran Brokerligi Anonim Sirketi
Clinica Vallesur SA
Strategic Insurance Services Limited
Samsung Medical Center
Axis Capital
Nation Safe Drivers
Christus Muguerza
London Hospital
HHFC Healthcare Advisors, LLC d/b/a RemedyOne
Dissinger Reed LLC
CHSISI Salud SAPI de CV
Hospital San Javier
Conyers Dill & Pearman
Chemonics International Inc.
AON
HUB International Northeast Limited
Kyriba Corp.
UNSECURED CREDITORS / BROKERS
Access One Insurance, LLC Victor Garcia
American Advisors
AON Consulting Limited (Uk) Claire Kenny
Aon UK Limited
Dissinger Reed, LLC Dissinger Reed, LLC
Eagle Consulting Group

Howden Employee Benefits & Wellbeing Limited
Intertrade Inc
John Williams
Riggs Counselman Michaels & Downes, Inc
Tipping Point
Unihealth
Willis Towers Watson (Cambodia) Insurance Broker PLC
UNSECURED CREDITORS / PROVIDERS
BAPTIST HEALTH SOUTH FLORIDA - BAPTIST HEALTH MEDICAL GROUP ONCOLOGY, LLC
BAPTIST HEALTH SOUTH FLORIDA - BAPTIST HEALTH MEDICAL GROUP PHYSICIANS, LLC
BAPTIST HEALTH SOUTH FLORIDA - BAPTIST HOSPITAL
BAPTIST HEALTH SOUTH FLORIDA - NON EMPLOYED PHYSICIANS
BAPTIST HEALTH SOUTH FLORIDA - SOUTH MIAMI GYN ONCOLOGY PHYSICIANS, LLC
BAPTIST HEALTH SOUTH FLORIDA - SOUTH MIAMI HOSPITAL
Dr Carlos Rodriguez M
LABORATORY CORPORATION OF AMER.
NEWYORK PRESBYTERIAN HOS
THE AMERICAN BRITISH COWDRAY MEDICAL CENTER IAP.
PROFESSIONALS
SILLS CUMMIS & GROSS P.C.
STRETTO
GETZLER HERNICH & ASSOCIATES
MASTER SERVICE LIST PARTIES
GBG Insurance Limited
Faegre Drinker Biddle & Reath LLP

EXHIBIT C

Engagement Letter



February 7, 2024

Melissa Santanello
Chief Financial Officer
Global Benefits Group, Inc.
902 Carnegie Center Drive, Suite 100
Princeton, New Jersey 08540

Subject: Global Benefits Group, Inc. - Engagement Letter - Tax Year 2023

Dear Ms. Santanello,

This agreement confirms that Global Benefits Group, Inc. ("you" or "Client") has engaged PwC US Tax LLP ("we" or "us" or "PwC") to provide the services described below (the "Services").

Scope of Services

2023 Tax Compliance Services

PwC will prepare and sign as preparer the U.S. federal and state tax returns and extensions for Client for the tax year beginning January 1, 2023 through December 31, 2023, as requested by Client for the entities listed in Exhibit I. Client and PwC may mutually agree in writing (including e-mail) to revise the listing of entities and tax returns included in Exhibit I and make a related adjustment to PwC's fees. The entities listed in Exhibit I are bound by this agreement.

Unless otherwise agreed with PwC, Client will be responsible for preparation and filing of all other required tax or information returns, including, for example, city and county income or gross receipts filings, payroll tax filings, sales and use tax filings, information reporting filings, etc. Client is required to maintain and retain adequate documentation to support the tax returns as filed, as penalties can be imposed by taxing authorities for the failure to produce adequate documentation supporting items included in a tax return.

Client is responsible for understanding and agreeing with the amounts, computations, and statements made in all of the tax returns before they are filed with the taxing authorities. Most of the tax returns that PwC will prepare require the taxpayer to sign, under the penalties of perjury, affirming that the tax returns and the accompanying schedules and statements are true, correct, and complete to the best of his or her knowledge.

PwC will complete the preparation of the tax returns so they can be timely filed by the applicable due date for such tax returns. PwC will provide Client with draft tax returns for Client's review. If Client does not provide PwC with information or assistance within the agreed timeframe, the completion date for PwC's Services may be adjusted, including after the applicable due date. If unforeseen circumstances occur that impact PwC's ability to meet the final completion date, PwC will contact Client to discuss an acceptable revised completion date.



Global Benefits Group, Inc.
February 7, 2024

In addition, please advise PwC of any significant transactions or other anticipated changes that could impact PwC's Services. If Client does not specifically request PwC's advice with respect to such matters, PwC assumes no responsibility for the tax consequences related to those matters.

Certain circumstances may arise that require the performance of additional work ("Additional Services") outside the scope of PwC's base tax compliance services. In the event such circumstances arise, PwC and Client will mutually agree to the Additional Services to be performed and the associated fees for such Additional Services (a) pursuant to a separate agreement or Statement of Work or (b) pursuant to the Recurring Tax Services provisions below. Examples of Additional Services include:

- PwC and Client may mutually agree in writing (including e-mail) for PwC to provide Additional Services related to subsequent year tax compliance, such as the preparation of year end estimates, estimated tax payments, allocations, compliance coordination and related tax consulting.
- When certain taxpayers' specified foreign financial assets exceed a specific threshold during the year, federal law requires them to include in their income tax returns a report (on IRS Form 8938) of all specified foreign financial assets held by them during that year. Preparation of IRS Form 8938, including related data gathering and valuation services, constitute Additional Services.
- Additional Services may be required to the extent Client has participated in virtual currency transactions. Certain taxing authorities, including the Internal Revenue Service ("IRS"), treat virtual currencies, including cryptocurrencies and non-crypto virtual currencies, as property for tax purposes. Generally, U.S. taxpayers must report all sales, exchanges, and other dispositions of any virtual currency, regardless of whether the account is held in the U.S. or abroad. An exchange of a virtual currency includes the use of the virtual currency to pay for or purchase goods, services, or other property, including another virtual currency. Client must report virtual currency transactions on Client's return, regardless of whether or not Client received a payee statement for the transaction (e.g., Form W-2 or Form 1099). Client agrees to provide PwC the details for all of Client's virtual currency transactions that occurred during the tax year, as well as any reporting virtual currency transactions letters Client received from the IRS or other tax authorities.
- The potential implications of newly proposed or recently enacted tax rules are often complex, and interpretative guidance from taxing authorities may not be available. Analysis of such rules, including related reporting requirements, constitute Additional Services.
- As part of PwC's Services, PwC will complete Schedule UTP for certain entities, if applicable, based on information Client provides to us. To facilitate Client's providing PwC with this information, PwC may provide Client with a checklist or information request. To the extent Client requires assistance in gathering or analyzing the information requested for Schedule UTP reporting purposes, such assistance will constitute Additional Services.
- The rules for cross-border transfers of assets and stock under Internal Revenue Code § 367 and associated regulations are complex. Certain transactions require gain recognition agreements ("GRAs") and disclosures to qualify for an exception from gain recognition. Review of



Global Benefits Group, Inc.
February 7, 2024

transactions involving cross-border transfers, and preparation and review of GRAs and related disclosures, constitute Additional Services not included in the base tax compliance services.

Other Tax Services

PwC may perform other tax compliance and tax consulting services as mutually agreed to with Client when one or more statements of work are issued under this agreement, a form of which is attached as Exhibit A ("Statement of Work" or "SOW").

Recurring Tax Services

From time to time, Client may request that PwC provide tax services that may not be significant enough to require a separate agreement or SOW. Subject to PwC's acceptance and any independence permissibility requirements, PwC will provide such Services under the terms of this agreement.

FinCEN Form 114 (Report of Foreign Bank and Financial Accounts)

Federal law requires that certain individuals and entities report financial interests in, and signatory authority or certain other authority over, foreign financial accounts with more than \$10,000 in aggregate value in a calendar year on FinCEN Form 114, Report of Foreign Bank and Financial Accounts. This form is not filed with a tax return. Instead this form must be filed electronically with the U.S. Department of the Treasury through the Financial Crimes Enforcement Network's ("FinCEN's") BSA E-filing System by April 15 of the year following the calendar year in which aggregate amounts held in the foreign financial accounts meet the threshold. The definition of financial accounts is broadly defined and includes certain interests held indirectly. Failure to comply with these laws could result in significant civil and criminal penalties. Unless specifically listed on the Listing of Tax Returns to be Prepared, PwC will not prepare, file, or provide assistance with respect to the FinCEN Form 114.

IRS Form 8938

Federal law requires that certain individuals and entities include in their income tax returns for any year, a report of all specified foreign financial assets held by them during that year. This reporting, on IRS Form 8938, is required when the taxpayer's specified foreign financial assets exceed a specific threshold during any year. The data gathering, valuation, and associated reporting is complex. Therefore, it is not included in the normal scope of tax services provided under this agreement, and our fee for performing these services will be billed separately based on the hourly rates specified below.

Electronic Filing

Except where a taxing authority does not provide for electronic filing of tax filings or you choose to opt out of electronic filing (if permitted by the tax authority), PwC will serve as the Electronic Return Originator ("ERO") for the tax filings we prepare under this agreement. Your designation of PwC as the ERO allows taxing authorities to disclose to us: (1) any acknowledgement that your tax filings(s) have been accepted by the taxing authority, (2) the reason(s) for any delay in processing a tax filing or refund, and (3) information regarding any refund offset. PwC will file



Global Benefits Group, Inc.
February 7, 2024

electronically those tax filings for which we are the ERO after you have reviewed and approved the tax filings for filing.

PwC will provide you a paper tax filing that you will be responsible for filing with the taxing authority if: (1) a particular tax filing is ineligible for electronic filing, (2) a particular tax filing is unable to be processed electronically after reasonable efforts are made to electronically file pursuant to the procedures established by the taxing authority, or (3) you have provided written notice to PwC that you have chosen to opt out of electronic filing (if permitted) for the particular tax filing. It is our understanding that you will file the tax filings as prepared by PwC unless you inform us otherwise.

PwC Responsibilities

PwC will perform the Services under the Statements on Standards for Tax Services established by the American Institute of Certified Public Accountants. PwC will not provide an audit, accounting or attest opinion or other form of assurance, and PwC will not verify or audit any information provided to PwC.

Client Responsibilities

Client will provide reasonable assistance and accurate and complete information, including ensuring that any data, assumptions, and forward-looking information used by PwC is appropriate. Such assistance and information will be provided within the agreed timeframe to provide PwC with sufficient time for PwC to perform the Services. PwC will perform the Services on the basis of such information, provided by Client and will have no responsibility or liability for such information, or for any technology selected or supplied by Client. PwC's performance depends on Client performing Client's obligations under this agreement.

If PwC does not receive Client's information timely, PwC may use mutually agreed estimates or assumptions to perform the Services. PwC assumes no responsibility for the consequences that may result from any failure to timely provide PwC all relevant information, which may include late or amended filings, penalties, interest and/or other adverse tax consequences.

Client is responsible for all of its decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing Client's needs, and retaining any records Client requires and not relying on PwC for such retention. Client is responsible for reviewing and approving the Services and deliverables and the results achieved.

Client is responsible for all of its management functions and internal controls and will designate a competent member of Client's management to oversee the Services.

To facilitate PwC's work, Client will need to provide the following assistance:

- Any pertinent supporting documentation in relation to Client's 2023 income and deductions.
- Any pertinent supporting documentation requested to determine taxable income



Global Benefits Group, Inc.
February 7, 2024

PwC expects that Client will provide timely, accurate and complete information and reasonable assistance, and PwC will perform the engagement on that basis.

Fees and Expenses

2023 Tax Compliance Services

PwC's fee for the Services will be **\$133,000**. All PwC Subcontractor (as defined) fees shall be considered fees and not expenses and are included in the agreed fee.

The fees for each particular Service can be found in Exhibit I if so detailed.

Other Tax Services

Each SOW shall set forth the fees for the Services covered by the SOW.

Recurring Tax Services

PwC's fee is based primarily on the time required by PwC's professionals to complete the engagement, along with several other factors. Amounts billed for Services performed by PwC or the PwC Subcontractors (as defined) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon such factors as complexity, urgency, inherent risks, intellectual property, data integrity, the experience and skill required of the personnel needed to perform and review the Services, and other factors or, as agreed by the parties at the rates set forth herein.

In addition to the fees set forth above, PwC will bill Client for reasonable out-of-pocket expenses (including when PwC uses a third-party booking agent, such agent's nominal per-ticket charge) and any applicable sales, use, excise, or value added tax.

PwC's fee depends on the assumption that PwC will receive the information and assistance as detailed in this agreement. If PwC believes an additional fee is required as the result of Client's failure to meet these obligations or for any other reason, PwC will inform Client promptly.

PwC's standard practice is to render invoices on a monthly basis. Payment of PwC's invoices is due on presentation and expected to be received within 15 days of the invoice date.

PricewaterhouseCoopers network firms and contractors

PwC may use other PricewaterhouseCoopers global network firms (each of which is a separate and independent legal entity), PwC's subsidiaries and affiliates and/or third party contractors and subcontractors (each, a "PwC Subcontractor") to provide the Services and/or for internal, administrative and/or regulatory compliance purposes. PwC remains solely responsible for the Services.

In connection with this agreement Client (i) agrees not to bring any claim against PwC Subcontractors and/or their and PwC's respective partners, principals, members and employees (collectively, the "PwC Parties") and (ii) will ensure that no group member, including Client's subsidiaries, affiliates, associated companies and any holding company (unless a party to this agreement), both while they are a group member and thereafter, brings any claim or proceedings against PwC or the PwC Parties, and Client accepts responsibility and liability in the event that



Global Benefits Group, Inc.
February 7, 2024

Client's subsidiaries, affiliates, associated companies or any holding company pursue such claims or proceedings.

Confidentiality

PwC and Client (each, a "Discloser") may each disclose to the other ("Recipient") certain information and materials for the purposes of this agreement. "Confidential Information" means non-public information that Discloser marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature, including all intellectual property rights, that a party owned or controlled before this agreement, or develops or obtains outside the scope of this agreement, and all modifications and improvements to them, as well as Client's current and prior years' tax return information and materials. All terms of this agreement, including fee and expense structure, are considered Confidential Information. Confidential Information excludes any information which (i) is rightfully known to Recipient prior to its disclosure; (ii) is released by the Discloser to any other person or entity without restriction; (iii) is independently developed by Recipient without use of or reliance on Discloser's Confidential Information; or (iv) is or later becomes publicly available without violation of this agreement or may be lawfully obtained by Recipient from a non-party.

PwC and Client agree to use the other's Confidential Information only in relation to the Services, and will not disclose it, except where required by law or regulation (including any subpoena or other similar form of process), or, with respect to PwC, by a professional body of which PwC is a member. If Recipient is so required to disclose Discloser's Confidential Information, Recipient must provide Discloser with written notice prior to such disclosure (to the extent permitted by applicable law), except that such notice is not required in connection with requests for disclosures arising from or related to government audits, investigations or supervisory examinations by regulatory authorities with jurisdiction over Recipient.

PwC may provide Client Confidential Information to (i) PwC Subcontractors within or outside the United States who are bound by confidentiality obligations substantially similar to these, and (ii) Client's professional advisers, administrators, representatives, agents, their respective officers, directors or employees, and other parties as Client may direct. PwC, PwC Subcontractors, and their respective suppliers may also use Client's Confidential Information and other materials for any lawful business purpose as long as such use will not result in Client or others being identified by third parties. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing, and such consent is valid until further notice by Client.

Ownership, Use and Disclosure

Each party owns its Confidential Information and preexisting materials. Client will own each particular copy (in tangible or electronic form) of the deliverables PwC prepares and delivers to Client. PwC will own the intellectual property rights in the deliverables and any materials, general skills, know-how, processes, technology, or other intellectual property it creates during the Services, as well as non-client specific versions of any deliverables created under the agreement. PwC grants to Client a non-exclusive, non-transferable license to use such items to the extent included in the deliverables for Client's own internal purposes. PwC may also develop software or electronic materials (including spreadsheets, databases and other tools) to assist PwC with an



Global Benefits Group, Inc.
February 7, 2024

engagement. If PwC makes these available to Client, they are provided "as is" and Client's use of these materials is at Client's own risk.

Client may rely only on PwC's final written deliverables and not on oral advice or draft deliverables. Upon Client's request, PwC will confirm oral advice in a final written deliverable on which Client may rely. PwC's advice is not binding upon any taxing authority or the courts and there is no assurance that any relevant taxing authority will not successfully assert a contrary position. The Services and deliverables are provided solely for Client. PwC disclaims any contractual or other responsibility or duty of care to others based upon these Services or any deliverables or advice PwC provides. Client agrees to reimburse and hold harmless PwC and the PwC Parties for all third party claims, losses, liabilities and damages (including, but not limited to, any costs, expenses and reasonable attorneys' fees) arising from or in relation to the Services and/or deliverables.

Nothing in this agreement restricts Client's ability to disclose PwC's advice concerning the tax treatment or tax structure of any transaction, regardless of any confidentiality markings on any communications. If Client makes such a disclosure, Client will (a) provide PwC with the name of the person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information or materials and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain from the recipient (excluding Client's professional advisors) an executed third party access letter in PwC's standard form. For purposes of this paragraph, professional advisors do not include any advisors that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or may obtain, sell or underwrite securities or other financial interests in Client or related entities in connection with any advice related to the Services.

Disclosure and Use of Pass-Through Tax Information

Client agrees that, if PwC is engaged to prepare tax filings for an owner of Client, PwC may disclose and use the respective owner's tax information (e.g., Schedule K-1) to facilitate the preparation of that owner's tax filings. Notwithstanding the foregoing, Client will remain responsible for distributing tax information to its owners.

If Client is an owner in an entity whose tax returns have been prepared by PwC, Client agrees that PwC may obtain and use tax information from that entity (e.g., Schedule K-1) to facilitate our preparation of your tax returns. Notwithstanding the foregoing, Client will remain responsible for providing all information necessary for preparation of Client's tax return.

The foregoing consents are valid until further notice by Client. Client may request in writing a more limited disclosure than the foregoing.

PwC Tools

PwC may make available to Client certain technology tools as a convenience to support PwC's provision of Services (collectively "PwC Tools"). PwC Tools, which is not a deliverable (or a part of one), is PwC's Confidential Information and may be used by Client as instructed by PwC and only in connection with the Services. PwC Tools shall remain PwC's property and is made available to Client "as-is" and without any warranties, all of which are hereby disclaimed to the extent



Global Benefits Group, Inc.
February 7, 2024

allowed. PwC may modify, change or discontinue PwC Tools or access thereto at any time. There are no implied licenses, and PwC reserves its rights. Users of PwC Tools must be active Client employees whose names have been provided to PwC in advance, or third parties specifically authorized by PwC in writing ("Users"). Client must promptly notify PwC of any changes to Users and shall be responsible for their access to and use of PwC Tools. Access credentials are unique to each individual and may not be shared. To the extent PwC provides Client with access to the PwC Tools beyond the termination date of this agreement, such access shall be subject to the terms of this agreement, unless a separate agreement is executed.

Client will not (and will not allow Users to) process data for a third party, develop a competing product or service, alter or remove PwC's proprietary rights notices, or try to reverse engineer/decompile or otherwise extract ideas, algorithms, or source code.

Limitations on Liability

Except to the extent finally determined to be prohibited by law, Client agrees that PwC's total liability (including interest) for all claims or losses, whether as a result of breach of contract, tort (including but not limited to negligence and strict liability) or otherwise, in connection with this agreement regardless of the theory of liability asserted, is limited to no more than the total amount of annual fees paid to PwC for the particular Service giving rise to the liability under this agreement or, if applicable, the relevant SOW. In addition, PwC will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages.

Termination and Dispute Resolution

This agreement has a term of one year, but any Services started prior to the end of the term shall remain fully subject to the terms of this agreement, until they are completed.

Either party may terminate the Services by giving notice to that effect. Client agrees to pay PwC for all services PwC performs up to the date of termination on a pro rata basis for the efforts spent by PwC professionals on the Services through the date of termination. Any provisions of this agreement which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties.

Any unresolved dispute relating in any way to this agreement shall be resolved by arbitration, except that either party shall be free to seek temporary injunctive relief in court in the event of a breach or threatened breach of a party's obligations of confidentiality or intellectual property hereunder. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will take place in New York, New York unless otherwise agreed by the parties. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration panel shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of, or defenses with respect to, this agreement, including but not limited to issues of arbitrability. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the Limitations on Liability provisions above or any other terms in this agreement. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as



Global Benefits Group, Inc.
February 7, 2024

confidential. Each party accepts and acknowledges that any demand for arbitration arising from or in connection with this agreement must be issued within one year from the date such party became aware or should reasonably have become aware of the facts that gave rise to the alleged liability and, in any event, no later than two years after the cause of action accrued.

This agreement, its enforcement, and any controversy or dispute arising out of or relating to it will be governed by and construed by New York law, without regard to New York's principles of conflicts of laws.

Reportable Transaction Disclosures

Certain laws and regulations require taxpayers to disclose their participation in certain transactions to taxing authorities. Client shall advise PwC if Client determines that any matter covered by this agreement is a transaction that is required to be disclosed. PwC time spent consulting on these disclosure matters, including any related reporting requirements, is outside the scope of this agreement and may be performed as mutually agreed with Client.

Certain laws and regulations also require PwC or PwC Subcontractors to submit information returns and maintain lists of certain client engagements if PwC or such PwC Subcontractor is an advisor to clients that have participated in a transaction and is required to report under the applicable laws and/or regulations.

The parties shall cooperate with each other regarding the filing of such disclosures. If PwC reasonably believes it is required to make such disclosure, PwC will make the disclosure, or where applicable, coordinate disclosures that are required from the PwC Subcontractors. Where PwC or PwC Subcontractors are required to make such a disclosure, where practicable, PwC will share that disclosure with Client before it is filed.

Other Matters

No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control. If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsels' reasonable expenses and professional time incurred in responding to such a request.

Client agrees PwC may use Client's name in experience citations and recruiting materials. This agreement forms the entire agreement between the parties in relation to the services. It replaces any earlier agreements, representations or discussions and any changes must be agreed to in writing.

Client and PwC will comply with all relevant laws, rules and regulations of any governmental or regulatory authority of competent jurisdiction that are directly applicable to its respective performance of its obligations hereunder (including applicable import and export laws, export control and economic sanctions regulations, anti-bribery and anti-corruption laws and data privacy and information security laws).



Global Benefits Group, Inc.
February 7, 2024

Client may procure services under this agreement for itself and those consolidated subsidiaries or affiliates that Client binds to this agreement by its signature or that separately agree to the provisions of this agreement. This agreement is a non-exclusive arrangement and, subject to its confidentiality obligations, PwC and the PwC Subcontractors are not prevented or restricted from providing services or technology to others.

No party to this agreement may assign or transfer this agreement, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid. If any provision of this agreement is found to be unenforceable, the remainder of this agreement shall be enforced to the extent permitted by law.

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this agreement.

If there is a conflict between the terms contained in this agreement (including its exhibits and attachments), any amendment or modification to this agreement, and an SOW, the following order of precedence shall apply: (i) the SOW, (ii) the amendment or modification to this agreement, and (iii) this agreement.

If PwC commenced Services prior to execution of this agreement and/or an applicable SOW, the terms of this agreement and the relevant SOW shall govern such Services.

To the extent that PwC processes Personal Information (as that term is defined in the Data Protection Addendum) in connection with its performance of Services, the provisions of the Data Protection Addendum attached hereto shall apply.

Unless agreed to in writing, Client shall not provide PwC with Personal Information.

This agreement and/or any applicable SOW may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one single agreement between the parties. Counterparts may be exchanged by facsimile or attached as a pdf, jpeg, or similar file type to an email or by DocuSign, Adobe Acrobat, or other electronic signature.

* * * * *

PwC is pleased to have the opportunity to provide services to Client. If Client has any questions about this agreement, please discuss them with Raheem Spivey at (917) 214-5650 or raheem.spivey@pwc.com. If Client has reviewed this agreement in its entirety and the Services and terms outlined in this agreement are acceptable to Client, please sign and date this agreement as provided and return it to the undersigned as requested.



Global Benefits Group, Inc.
February 7, 2024

Very truly yours,

PwC US Tax LLP

By: 9DD4AC544CC5465...

Julie Goosman, Partner
(678) 478-5778

Date: 2/7/2024

Attachments:

Data Protection Addendum

Exhibit I - Listing of Returns to be Prepared

Exhibit A - Sample Statement of Work



Global Benefits Group, Inc.
February 7, 2024

ACKNOWLEDGED AND AGREED:

Global Benefits Group, Inc.

Signature of Client official:

DocuSigned by:
Melissa Santanello
43DD005F4791480...

Name:

Melissa Santanello

Title:

Chief Financial Officer

Date:

2/7/2024



Global Benefits Group, Inc.
February 7, 2024

Data Protection Addendum

This Data Protection Addendum (this "DPA"), effective as of February 7, 2024, is made a part of the engagement letter ("Engagement Letter") or the Statement of Work ("SOW"), as applicable, to which it is attached or in which it is expressly incorporated by reference, by and between such US member firm of the PricewaterhouseCoopers network that is party to the Engagement Letter or SOW ("PwC") and the counterparty(ies) defined as "Client," "Company," or similar in, and that are receiving Services under and bound by the terms of, such Engagement Letter or SOW ("Client") (the Engagement Letter together with the applicable SOW (if any), the "Agreement"). As used in this DPA, capitalized terms have the meanings set forth herein or in the Agreement, provided that, if the Agreement does not define "Services", "Services" means the professional services to be performed by PwC as set forth in and pursuant to the Agreement; "including" or "include(s)" means "including but not limited to"; and "or" is not exclusive.

1. Personal Information. "Personal Information" means information provided by or on behalf of Client to PwC in connection with PwC's performance of the Services that relates to an identified or identifiable household or living individual and is defined as "personal data", "personal information", or similar term(s) by applicable data protection laws, rules, and regulations ("Data Protection Laws").

2. Description of Processing. The categories of data subjects and types of Personal Information to be provided to PwC in connection with its performance of the Services are set forth in the attached Schedule A (Description of Processing), provided that, in the event the parties execute a SOW pursuant to the Engagement Letter, such SOW may describe the Personal Information to be provided thereunder. Client shall not provide PwC with Personal Information except as agreed by the parties and set forth in Schedule A or the applicable SOW. Without limiting the foregoing, the parties acknowledge and agree that: (i) PwC is not subject to and does not maintain compliance with the Payment Card Industry Data Security Standard, and Client will not provide PwC with access to any payment card information except to the extent such access is expressly agreed upon in the Agreement and occurs solely at a Client facility using Client computing devices; and (ii) Client will not provide PwC with access to Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) unless and until a Business Associate Agreement, in a form acceptable to both parties, has been mutually executed.

3. Processing Obligations. Both parties will process Personal Information in compliance with the Agreement and Data Protection Laws, and PwC will process Personal Information in accordance with Client's documented instructions as established in or provided in accordance with the Agreement. In addition, PwC will comply with the following jurisdiction-specific terms, as applicable:

- a. To the extent PwC processes Personal Information that is subject to certain Data Protection Laws of jurisdictions outside the United States, including European Data Protection Laws, the International Data Processing Terms set forth at <https://www.pwc.com/us/en/about-us/international-data-processing-terms.html> are incorporated herein. PwC shall process such Personal Information in compliance with the relevant provision(s) thereof.



Global Benefits Group, Inc.
February 7, 2024

- b. To the extent PwC processes Personal Information that is subject to certain United States Data Protection Laws, the United States Data Processing Terms set forth at <https://www.pwc.com/us/en/about-us/us-data-processing-terms.html> are incorporated herein. PwC shall process such Personal Information in compliance with the relevant provision(s) thereof.

4. Access Restriction. Except as otherwise permitted under the Agreement, PwC shall limit access to Personal Information to persons who require it to perform the Services or to comply with applicable law, regulation, or professional standards. PwC shall require that such persons have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

- a. "Sub-Processor" means a PwC Subcontractor engaged to process Personal Information on Client's behalf in connection with such PwC Subcontractor's performance of Services. Client hereby grants PwC general written authorization to engage the Sub-Processors set forth in Schedule A. PwC shall inform Client of: (i) any addition or replacement of Other PwC Firms by updating the hyperlink set forth in Schedule A; and (ii) any intended changes to the list of Sub-Processors (other than Other PwC Firms) set forth in Schedule A in writing at least 10 days in advance. If Client objects to such changes, PwC will work with Client in good faith to find a mutually agreeable resolution.
- b. Without limiting the foregoing, PwC may provide Personal Information to the PwC Subcontractors in accordance with the Agreement, including for internal, administrative, or regulatory compliance purposes. For additional information about how PwC processes personal data, including information about PwC Subcontractors who provide back-office and administrative support to PwC, please visit <https://www.pwc.com/us/en/site/privacy.html>.
- c. PwC shall require all PwC Subcontractors, including Sub-Processors, who are provided access to Personal Information to protect it according to terms substantially similar to the terms of this DPA. PwC will be solely responsible for the protection of any Personal Information provided by PwC to the PwC Subcontractors, including Sub-Processors, and for compliance with this DPA.

5. Information Security; Incident Notification. PwC will maintain the technical and organizational measures ("TOMs") described at <https://www.pwc.com/us/en/site/assets/pwc-isp-security-statement.pdf>. Client acknowledges that PwC may change such TOMs through the adoption of new or enhanced security technologies, provided that such changes do not diminish the level of security of Personal Information in PwC's environment. PwC will notify Client without undue delay upon learning of the unlawful or unauthorized destruction, loss, alteration, disclosure of, or access to such Personal Information in breach of this DPA (a "Security Incident") and take reasonable steps to mitigate the effects of, and minimize damage resulting from, such Security Incident. On Client's reasonable request and subject to applicable law and PwC's confidentiality obligations, PwC will meet with Client to discuss, as applicable, procedures followed during the investigation of any Security Incident, chain of custody information, forensic analysis of event logs used to determine the root cause, any restoration of data that may be required, and remedial/corrective actions to be taken to prevent the Security Incident from occurring again.



Global Benefits Group, Inc.
February 7, 2024

6. Cooperation. On Client's reasonable written request, PwC will provide information reasonably required to assist with Client's compliance obligations under Data Protection Laws with respect to Personal Information processed by PwC.

- a. PwC will, to the extent legally permissible, notify Client if PwC confirms it has received a request from a data subject of Personal Information seeking to exercise their rights under Data Protection Laws, and will, on Client's request, provide reasonable assistance in connection with Client's response to such request.
- b. PwC will make available to Client information necessary to demonstrate PwC's compliance with its obligations set forth in this DPA and allow for and contribute to audits conducted by Client or another auditor mandated by Client that is not a PwC competitor. Such provision of information and audits shall be conducted solely as follows: on Client's written request, not more than once annually (or more often if required to comply with Data Protection Laws) during the term of the Agreement, PwC will: (i) accurately complete a written security and privacy assessment questionnaire related to the Services (provided that doing so does not violate applicable law or PwC's confidentiality obligations), meet with Client to discuss the results of the assessment and answer questions regarding PwC's information security program, and reasonably treat any noted assessment deficiencies based on risk severity; or (ii) provide to Client a copy of PwC's then-current SOC3 audit report for its U.S. data center around AICPA trust principles of security and availability.
- c. As between the parties, Client is responsible for its own compliance with Data Protection Laws, including for providing required notices to, or obtaining required consents or authorizations from, data subjects or regulatory authorities, as applicable, in connection with Personal Information provided to PwC. PwC's assistance under this DPA will be limited to specific Client requests and carried out under Client's direction, subject to applicable law and professional standards.

7. Termination. This DPA shall survive for so long as PwC processes Personal Information pursuant to the Agreement. On Client's written request at termination of the Agreement or during the term of the Agreement, PwC will: (i) promptly and securely destroy and confirm such destruction of Personal Information in its possession; or (ii) at Client's request and cost, return such Personal Information, delete existing copies thereof, and confirm such destruction. Notwithstanding the foregoing, PwC may retain copies of Personal Information consistent with its document retention policies or as required by applicable law, regulation, or professional standards.



Global Benefits Group, Inc.
February 7, 2024

Schedule A

Description of Processing

1. Categories of data subjects whose Personal Information is provided to PwC in connection with its performance of Services under the Agreement:
 - Employees of this client
 - Individuals who do business with our clients (e.g., individual customers or contractors of this client)
 - Other (e.g., the public, individuals not in groups above)
2. Categories of Personal Information provided to PwC in connection with its performance of Services under the Agreement:
 - Protected Health Information (PHI) as defined under HIPAA, or other health/medical related information (e.g., medical records including photos/disability status, individual's medical treatment, etc.)
 - Personal financial information (e.g., bank accounts, credit cards, investment accounts, credit check/score, etc.)
 - Government issued ID numbers (SSN, Passport, driver's license, national health ID, tax ID)
 - Electronic identifiers (identifiers such as IP address, laptop ID number, mobile advertising ID)
 - Alternate Identifier (non-sensitive identifiers used to identify parties e.g., employee ID number, customer number, GUID, etc.)
 - Activity logs (detailed activity logs for persons, including phone logs, CCTV, premises entry/exit, location history, online browsing history, purchasing or consuming histories or tendencies, data collected by cookies, etc.)
 - Details of race, ethnic origin, nationality or citizenship
 - Political opinions
 - Religious or philosophical beliefs
 - Trade Union status
 - Genetic or biometric data
 - Sex life/sexual orientation
 - Criminal records, allegations of Criminal offense or legal investigations



Global Benefits Group, Inc.
February 7, 2024

- Type of a person's relationship with others (e.g., the contact is a family member, an emergency contact, a contact at a client, a potential client lead)
 - Multimedia (media documents that record information on persons, such as photos, videos, voice, etc.)
 - Large sets of payroll records (e.g., payroll file for a department or business unit) or smaller sets of payroll records that contain SSNs or bank account information
 - Payroll records that do not include SSNs or bank account information for an individual or a small sample of individuals. This does not contemplate HR/Payroll master file data of entire departments.
 - Resume (a bio that depicts a persons work experience and education background)
 - Business contact information commonly referred to as "business card data" such as name, title, email, office address and office phone number (excluding data collected for the purpose of corresponding with clients, suppliers or JBR partners during the course of a project)
 - Geolocation data (precise geographic location of an individual or device)
 - Inferences drawn from other personal data to create a profile about an individual
 - Other general personal information such as age, gender, date of birth, and home address
 - Other type of personal data
 - Any of the personal data categories listed above relating to individuals residing in the European Economic Area (EEA), the UK, or Switzerland
 - Any personal data selected above that will also be for over 10,000 individuals
3. Sensitive data transferred (if applicable): None, except to the extent expressly agreed by the parties in this Schedule A or the applicable SOW (if any). For this purpose, "sensitive data" means Personal Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offenses.
 4. Frequency of the transfer (e.g., whether the Personal Information is transferred on a one-off or continuous basis): As needed to facilitate performance of the Services in accordance with the Agreement.
 5. Nature and purpose(s) of the processing: PwC may process Personal Information for the purposes permitted under the Agreement or permitted by applicable law, including as necessary to perform the Services or comply with applicable law, regulation, or professional standards.
 6. Duration of the processing: Personal Information shall be processed and retained until it is returned or destroyed in accordance with and subject to the terms of this DPA.



Global Benefits Group, Inc.
February 7, 2024

7. PwC may engage the following Sub-Processors in accordance with the terms of this DPA and the Agreement:
 - a. PwC's subsidiaries and affiliates and the Other PwC Firms, including those listed at <https://www.pwc.com/gx/en/about/office-locations.html>.
 - b. Third-party personnel who are natural persons engaged by PwC to assist the PwC engagement team (in which case PwC is still responsible for overseeing the Services performed by such third-party personnel).
 - c. Additional PwC Subcontractors engaged to perform Services as permitted under the Agreement.



Global Benefits Group, Inc.
February 7, 2024

Exhibit I - Global Benefits Group, Inc.

Particular Services to be Provided

Listing of Returns to be Prepared

Entity Name	Jurisdiction	Return Form	Paper or Electronic Filing	Foreign Entity Forms	Filing Method	Return Type
Global Benefits Group Inc. and Subsidiaries	Federal	Consolidated 1120	E-file	N/A	Consolidated	N/A
GBG U.S. Group Holding Company and Sub	Federal	Consolidated 1120	E-file	N/A	Consolidated	N/A
GBGI Limited	Federal	1120-F	E-file	N/A	Consolidated	N/A
Global Benefits Group Inc. and Subsidiaries	Arizona	120	Paper File	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	California	100W	E-file	N/A	Combined	N/A



Global Benefits Group, Inc.
February 7, 2024

Global Benefits Group Inc. and Subsidiaries	Colorado	112	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	District of Columbia	D-20	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	Florida	F-1120	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	Illinois	IL-1120	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	Massachusetts	355U	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	Minnesota	M4	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	Montana	CIT	E-file	N/A	Combined	N/A



Global Benefits Group, Inc.
February 7, 2024

Global Benefits Group Inc. and Subsidiaries	Nebraska	1120N	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	New York	CT-3-A	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	North Carolina	CD-405	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	North Dakota	40	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	Oregon	OR-20	Paper File	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	West Virginia	CNF-120	E-file	N/A	Combined	N/A
Global Benefits Group Inc. and Subsidiaries	Wisconsin	6	E-file	N/A	Combined	N/A



Global Benefits Group, Inc.
February 7, 2024

Global Benefits Group Inc. and Subsidiaries	Texas	05-102	E-file	N/A	Combined	N/A
Global Administrative Services	Alabama	20C	Paper File	N/A	Separate	N/A
Global Administrative Services	Arkansas	AR1100CT	Paper File	N/A	Separate	N/A
Global Administrative Services	Connecticut	CT-1120	E-file	N/A	Separate	N/A
Global Administrative Services	Delaware	1100	E-file	N/A	Separate	N/A
Global Administrative Services	Indiana	IT-20	E-file	N/A	Separate	N/A
Global Administrative Services	Iowa	IA 1120	E-file	N/A	Separate	N/A



Global Benefits Group, Inc.
February 7, 2024

Global Administrative Services	Kansas	K-120	Paper File	N/A	Separate	N/A
Global Administrative Services	Kentucky	720	E-file	N/A	Separate	N/A
Global Administrative Services	Louisiana	LA8453-C	E-file	N/A	Separate	N/A
Global Administrative Services	Maryland	500	E-file	N/A	Separate	N/A
Global Administrative Services	Missouri	500	E-file	N/A	Separate	N/A
Global Administrative Services	New Jersey	CBT-100	E-file	N/A	Separate	N/A
Global Administrative Services	Oklahoma	512	Paper File	N/A	Separate	N/A



Global Benefits Group, Inc.
February 7, 2024

Global Administrative Services	South Carolina	SC1120	E-file	N/A	Separate	N/A
Global Administrative Services	Tennessee	FAE 170	E-file	N/A	Separate	N/A
Global Administrative Services	Virginia	500	E-file	N/A	Separate	N/A
Global Benefits Group Inc.	Delaware	1100	E-file	N/A	Separate	N/A
Global Benefits Group Inc.	Maryland	500	E-file	N/A	Separate	N/A
Global Benefits Group Inc.	Pennsylvania	RCT-101	E-file	N/A	Separate	N/A
Global Benefits Group Inc.	Virginia	500	E-file	N/A	Separate	N/A
Clifford Allen Associates, Ltd.	South Carolina	SC1120	E-file	N/A	Separate	N/A



Global Benefits Group, Inc.
February 7, 2024



Global Benefits Group, Inc.
February 7, 2024

EXHIBIT A

SAMPLE FORM OF STATEMENT OF WORK

This Statement of Work ("SOW") dated {DATE} is governed by and subject to the provisions of the agreement dated February 7, 2024 (the "Agreement"), the terms of which are incorporated herein, between Global Benefits Group, Inc. and the PwC US firm named therein. The term "Client" or "you" in the Agreement shall include the entity(ies) signing this SOW. For purposes of this SOW, the terms "we", "us" or "PwC" in the Agreement and this SOW mean PwC US Tax LLP. Client's consolidated subsidiaries and affiliates are bound to the terms of the Agreement and this SOW to the extent Client procures services under this SOW on their behalf. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail.

I. PURPOSE AND SCOPE

This SOW sets forth the objectives, deliverables, timing, staffing and fees for this project/effort.

PwC is not required to perform services that are inconsistent with the scope of Services or terms and conditions set forth in this SOW. Either party may request changes to the scope of Services or terms and conditions set forth in this SOW, and to be effective, such change must be agreed in a writing and signed by the parties to this SOW.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

2.2 Applicable AICPA Standards:

Tax Services will be performed under the AICPA Statements on Standards for Tax Services.

2.3 Additional provisions applicable to the Services:

In the event the Agreement is terminated, this SOW shall remain in full force and effect in accordance with its terms, including the terms and conditions of the Agreement, which are incorporated herein by reference.

2.4 Deliverables:

2.5 Client's Responsibilities:

Client will provide reasonable assistance and accurate and complete information, including ensuring that any data, assumptions, and forward-looking information used by PwC is appropriate. Such assistance and information will be provided within the agreed timeframe to provide PwC with sufficient time for PwC to perform the Services. PwC will perform the Services on the basis of such information provided by Client and will have no responsibility or liability for such information, or for any technology selected or supplied by Client. PwC's performance depends on Client performing Client's obligations under this agreement.



Global Benefits Group, Inc.
February 7, 2024

If PwC does not receive Client's information timely, PwC may use mutually agreed estimates or assumptions to perform the Services. PwC assumes no responsibility for the consequences that may result from any failure to timely provide PwC all relevant information, which may include late or amended filings, penalties, interest and/or other adverse tax consequences.

Client is responsible for all of its decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing Client's needs, and retaining any records Client requires and not relying on PwC for such retention. Client is responsible for reviewing and approving the Services and deliverables and the results achieved.

Client is responsible for all of its management functions and internal controls and will designate a competent member of Client's management to oversee the Services.

{NOTE: Describe any Client responsibilities under this SOW below.}

2.6 Timing:

The timing of the Services is as follows:

Estimated Project Start Date:	
Estimated Project Completion Date:	

III. RESOURCES ASSIGNED

The PwC personnel assigned to provide Services and deliverables under this SOW are as follows:

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

4.2 Payment Terms:

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

PwC US Tax LLP

Global Benefits Group, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Global Benefits Group, Inc.
February 7, 2024

Date: _____

Date: _____