



STAR SERVICING AGREEMENT

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THIS AGREEMENT is made on *[date]*

BETWEEN

- (1) **CT Holdings & Services Limited** incorporated in England and Wales with registered number 11700872 and whose registered office is at Regent's Court, Princess Street, Hull, HU2 8BA ("**CTHS**"); and
- (2) *[Company Name]*
incorporated in *[Country]*
with registered number *[registered number]*
and whose registered office is at
[registered address]
(the "**Member**"), each a "**Party**" and together the "**Parties**".

BACKGROUND:

- (A) CTHS has been established by TISA Exchange and Criterion Tec as a not-for-profit organisation to deliver STAR (as defined below) for the industry.
- (B) This Agreement sets out the terms on which the Member may submit certain information to CTHS (such information being defined below as the STAR MI) in order to receive a level of accreditation (defined below as an Accreditation Level) corresponding to the Member's performance against other entities that are participating in STAR.
- (C) This Agreement also sets forth a mechanism through which, the Member may arrange for its Affiliates (as defined below) to submit STAR MI and receive an Accreditation Level without the need to execute a separate version of this Agreement with CTHS.
- (D) The Member and CTHS have entered into an agreement which governs the Member joining STAR (the "**Joining Agreement**"), and this Agreement and the Joining Agreement sets out the terms of the Member's participation in STAR.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, capitalised terms shall have the meanings given to them below:

"Accreditation Level" means the level achieved by the Member in transferring customers' savings and investment Products to another financial institution;

"Accreditation Process" means the accreditation process as detailed in Clause 6.2;

"Affected Party" means any Party claiming to be affected by a Force Majeure Event;

"Affiliate" means, in respect of a person to this Agreement, any company from time to time directly or indirectly:

- (a) Controlling;
- (b) Controlled by; or
- (c) under common Control with,
that person;

"Annual Accreditation Report" means a report provided by CTHS on an annual basis setting out:

- (a) performance of each STAR Participant that submitted STAR MI for at least a nine (9) consecutive month period detailing how this performance compares to other STAR Participants in the same SLA Group; and
- (b) trends across a selection of STAR Participants for the previous year;

"Agreement" means this agreement together with its recitals, Schedules and Appendices and any Order Form entered into between the Parties;

"Applicable Law" means all applicable laws, rules, regulations, orders, regulatory policies, guidelines, regulatory permits and licences, and any mandatory instructions or requests by a Regulator, in each case which are in force from time to time and which apply to a Party or the performance of a Party's obligation under the Agreement;

"Authorised User" means either of:

- (a) any employee of the Member or Submitting Affiliate to whom the Master User grants the access to the Website under Clause 10.6; and
- (b) the Master User;

"Brand" means the STAR Accreditation Brand or the Member Brand (as applicable);

"Business Day" means any day, between 9.00am to 5.30pm GMT, other than a Saturday, Sunday or any day which is a public holiday in England and/or Scotland;

"Cancellation" has the meaning given to it in Clause 20.1(b);

"Change" has the meaning given to it in paragraph 2 of Schedule 2 (*Change Control Procedure*);

"Change Control Procedure" means the change control procedure set out in Schedule 2 (*Change Control Procedure*);

"Competition Policy" means the competition policy addressing the conduct of STAR Participants from a competition law perspective that is posted on the Website, as may be updated by CTHS from time to time;

"Complaints" means any written expression of dissatisfaction, whether justified or not, from or on behalf of or in relation to the Member or any Submitting Affiliate arising in connection with:

- (a) this Agreement;
- (b) another STAR Participant solely in the context of STAR; or
- (c) the completeness and accuracy of the STAR MI;

"Complaints Policy" means the policy addressing the procedure for handling Complaints which is posted on the Website, as may be updated by CTHS from time to time;

"Confidential Information" means

- (a) all non-public information which is used in or otherwise relates to the business, customers or financial or other affairs of CTHS, the Member or any STAR Participant, whether or not marked "confidential"; and

- (b) any and all other information clearly designated as "confidential" by either Party, in each case existing in any form, which is disclosed to or learned by the non-disclosing Party (including either Party's representatives) during the performance of this Agreement;

"Control" and derivatives thereof means, with respect to any entity:

- (a) more than 50% of the ownership of such entity; or
- (b) the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of any such entity, whether through the ownership of voting securities (or other ownership interest), by contract, or otherwise;

"Data Protection Laws" means all statutes, laws, secondary legislation and regulations pertaining to privacy, confidentiality or protection of Personal Data including (to the extent applicable) (i) the EU General Data Protection Regulation 2016/679, the UK General Data Protection Regulation and the UK Data Protection Act 2018; and (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426);

"Dispute" means any question, dispute or difference which may arise between the Parties concerning the creation, construction, meaning, validity or effect of any part of this Agreement or breach of it, or as a result of an unresolved Complaint, or any other matter or dispute arising out of or in connection with this Agreement;

"Due Date" has the meaning given to it in Clause 14.3;

"Effective Date" means the date of this Agreement;

"Fee" means the fees referred to in Clause 14 (*Membership Fees*) and further set out in Schedule 1 (*Fees*);

"Force Majeure Event" means an event which falls within one or more of the following categories:

- (a) riot, civil unrest, military action or terrorism;
- (b) damage to or destruction of premises or equipment;
- (c) fire, flood, storm, earthquake or other natural disaster;
- (d) industrial action, strikes or lock-outs by employees of third parties (excluding suppliers, agents or sub-contractors of the Affected Party except where no substitute is reasonably available); or
- (e) exercise of emergency powers by any governmental authority whether national, regional or local,

and which in each case was beyond the Affected Party's reasonable power to control;

"Initial Period" means the period commencing on the Effective Date and expiring on the date that is three (3) years following the Effective Date;

"Insolvency Event" means in respect of a Party:

- (a) such Party suspending or ceasing (or threatening to suspend or cease) all or a substantial part of its operations; or
- (b) other than for the purposes of a bona fide reconstruction or amalgamation, such Party passing a resolution for its winding up, or a court of competent jurisdiction

making an order for it to be wound up or dissolved, or that Party being otherwise dissolved; or

- (c) the appointment of an administrator of, or the making of an administration order in relation to such Party, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the entity's undertaking, assets, rights or revenue; or
- (d) that Party entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them, or taking steps to obtain a moratorium, or making an application to a court of competent jurisdiction for protection from its creditors; or
- (e) that Party being unable to pay its debts as they fall due, or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or suspending or threatening to suspend making payments on any of its debts; or
- (f) that Party entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors;

"Intellectual Property Rights" or "IPR" means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how;
- (b) trade secrets and other rights in works that contain Confidential Information;
- (c) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (d) all other rights having equivalent or similar effect in any country or jurisdiction;

"Joining Agreement" has the meaning given to it in Recital (D);

"Loss" means all losses, claims, liabilities, costs (including reasonable legal and other professional costs and expenses), awards, charges, expenses and damages of any kind, **"Losses"** will be interpreted accordingly;

"Master User" means the Member's primary user responsible for the administration of the Member's Website access (including without limitation the providing, updating and removing of Authorised User access to the Website during the Term);

"Member Brands" means the trade marks and the associated logo(s) that the Member may submit to CTHS for the purposes of the STAR initiative in accordance with this Agreement;

"Member IPR" means all IPR in:

- (a) STAR MI; and
- (b) any other IPR, data or material produced by the Member or any Submitting Affiliate to CTHS for the purposes of this Agreement;

"Monthly MI Report" means an individual report provided by CTHS monthly to each STAR Participant (and available only to the STAR Participant to which it relates) detailing the

Member's performance for the previous Reporting Period and identifying how this performance compares to other STAR Participants in the same SLA Group;

"Order Form" means any order form entered into by the Member in the form set out on the Website;

"Personal Data" shall have the meaning given to it by the Data Protection Laws;

"Phase 1" means the scoping, defining and planning phase of STAR MI and governance;

"Phase 2" means the implementation phase of STAR including, but not limited to, the submission of STAR MI, accreditation of STAR Participants and publishing of Reports as set out in this Agreement;

"Policies" has the meaning given to it in Clause 18.1;

"Privacy Policy" means the policy setting out how Personal Data may be processed by CTHS which is posted on the Website, as may be updated by CTHS from time to time;

"Product" means:

- (a) Individual Savings Account (ISA) and General Investment Account (GIA);
- (b) Personal Pension and Self invested Personal Pensions (SIPPs);
- (c) Occupational Pension and Small Self-Administered Scheme; and
- (d) Asset Manager / Transfer Agent;

"Quarter" means a period of three (3) consecutive calendar months each commencing on any of 1 January, 1 April, 1 July or 1 October respectively each calendar year, and **"Quarterly"** means once at the end of each Quarter;

"Quarterly MI Report" means an individual report provided by CTHS on a Quarterly basis to each STAR Participant who submitted STAR MI for at least a nine (9) consecutive month period detailing how this performance compares to other STAR Participants in the same SLA Group;

"Receiving Party" has the meaning given to it in Clause 22.1;

"Register of Members" means the register of Members to be maintained by CTHS pursuant to Clause 19.1 of this Agreement;

"Regulator" means any governmental body or regulatory or supervisory authority having responsibility for the regulation or supervision of all or any part of the subject matter of the STAR initiative or the business of a Party, including the FCA, PRA, FOS, Pensions Ombudsman, the Department for Work and Pensions, the Minister of State for Pensions, Her Majesty's Revenue and Customs, the Information Commissioner and the Pensions Regulator (and in each case includes any successor or replacement body from time to time) and, in respect of a STAR Participant established in any country in the EEA other than the United Kingdom, any analogous body or authority having responsibility for regulation or supervision of the business of a STAR Participant in that country;

"Relationship Manager" means the person nominated by the Member to act on its behalf;

"Renewal Period" means each subsequent period of one (1) calendar year following expiry of the Initial Period;

"Reporting Period" means each full calendar month during the Term;

"Reports" has the meaning given to it in Clause 7.1;

"Representative" means any officers or employees of the Member (or where the Member so elects, of any Submitting Affiliate) that are entitled to attend and participate in a Working Group;

"Security Requirements" means any security requirements and obligations that CTHS may include on the Website or notify to the Member in connection with the use of any software or other infrastructure provided by CTHS from time to time;

"Service Levels" or **"SLA"** means the MI service levels set out and made available by CTHS on the Website, and which will be regularly reviewed and may be updated in accordance with the Change Control Procedure;

"SLA Group" means each group of STAR Participants that report STAR MI, which are divided by Product;

"STAR" means the initiative described in Clause 2.1;

"STAR Accreditation Brands" means the trade marks and the associated logo(s) as specified on the Website from time to time;

"STAR IPR" means all IPR in:

- (a) the format of MI submission reports;
- (b) the Service Levels;
- (c) the Reports;
- (d) the Website;
- (e) the Website Content; and
- (f) any other IPR, data or material in any form produced for the purposes of this Agreement and/or for STAR (including the results of STAR MI analysis and data published in accordance with Clause 8 (*Publishing of Data*));

"STAR MI" means any data or statistics in any form collected by the Member and submitted to CTHS for the purposes of this Agreement;

"STAR Participant" means each entity that:

- (a) has entered into the Joining Agreement and this agreement with CTHS in relation to STAR; or
- (b) that is submitting STAR MI to CTHS pursuant to an agreement between an Affiliate and CTHS,

and **"STAR Participants"** means all of them;

"STAR Steering Group" means the steering group with overall oversight over STAR, as further described on the Website;

"Submitting Affiliate" has the meaning given to it in Clause 2.4;

"Term" means the term commencing from the Effective Date until the termination of this Agreement in accordance with its terms;

"Termination Date" means the date on which this Agreement is terminated by either Party;

"VAT" means value added tax in the United Kingdom;

"Website" means a secured area accessible only by the STAR Participants on the web portal made available by CTHS for the purposes of STAR on the domain joinstar.org.uk (or such other domain as CTHS may use for such purposes from time to time);

"Website Content" means all text, information, data, documentation, software, executable code, images, audio or video material in whatever medium or form contained on the Website;

"Whistleblowing Policy" means the policy addressing the mechanism for any person to alert CTHS on an anonymous basis of any conduct that may relate to manipulation of STAR MI or Accreditation Level awards administered by CTHS (on behalf of STAR initiative), which is posted on the Website, as may be updated by CTHS from time to time; and

"Working Groups" means working groups established from time to time by CTHS which are further detailed on the Website.

1.2 In construing this Agreement, unless otherwise expressly specified:

- (a) references to Clauses and Schedules are to clauses of, and schedules to, this Agreement;
- (b) use of either gender includes the other gender, and use of the singular includes the plural and vice versa;
- (c) references to a **"person"** shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association, partnership or limited partnership (whether or not having separate legal personality);
- (d) a reference to any statute or statutory provision shall be construed as a reference to the same as it may, from time to time, be amended, modified or re-enacted;
- (e) references to **"indemnifying"** any person against or with respect to any circumstance shall include indemnifying and keeping such person harmless, on an after tax basis, from all actions, claims and proceedings from time to time made against such person and all losses, damages, liabilities, payments, costs and expenses suffered made or incurred by such person;
- (f) a reference to any other document in this Agreement is a reference to that other document as amended, varied, novated or supplemented (in each case, other than in breach of the provisions of this Agreement) from time to time;
- (g) a reference to any part of this Agreement is a reference to that part as amended, varied, novated or supplemented from time to time in accordance with the terms of this Agreement;
- (h) headings and titles are for convenience only and do not affect the interpretation of this Agreement;
- (i) the words **"include"**, **"includes"** and **"including"** shall be construed as if they were followed by the words **"without limitation"**; and
- (j) except where otherwise set out in this Agreement, words or phrases defined in the Companies Act 2006 shall have the same meanings in this Agreement.

- 1.3 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules.
- 1.4 In the event of a conflict between any provisions of this Agreement (excluding the Schedules and the Appendices) and the Schedules or the Appendices, the provisions of this Agreement (excluding the Schedules and the Appendices) shall prevail.

2. GENERAL

- 2.1 CTHS is responsible for an initiative to deliver a cross-industry framework of good practice for improving consumer experience in transferring their savings and investment Products from one financial institution to another.
- 2.2 In relation to Phase 1, the Member has entered into the Joining Agreement enabling the Member to participate in various Working Groups to define certain details for Phase 2. In the event of any conflict in terms between (i) the Joining Agreement entered into by CTHS and the Member as part of Phase 1 and (ii) this Agreement, then the terms of this Agreement shall prevail.
- 2.3 This Agreement will govern the relationship between the Member and CTHS in respect of the Member's ongoing participation in STAR and the submission of STAR MI with a view to obtaining an Accreditation Level.
- 2.4 The Member may specify by way of an Order Form which of its Affiliates will be submitting STAR MI (in each case for a Fee as set out in Schedule 1 (*Fees*)) (the "**Submitting Affiliates**").
- 2.5 The Member may provide an Order Form to CTHS through the Website at any time to:
 - (a) include another Affiliate as a Submitting Affiliate; or
 - (b) increase the SLA Groups in which the Member or a Submitting Affiliate will be submitting STAR MI.
- 2.6 Once signed and submitted by the Member, the Order Form will commit the Member to paying the relevant Fees and will result in the Submitting Affiliate being required to comply with the terms of this Agreement. The inclusion of an Affiliate through an Order Form, or increasing the SLA Groups that will be submitted against, will not require the use of the Change Control Procedure in order to be valid.
- 2.7 The Member may also cancel the submission of STAR MI for any Submitting Affiliates in accordance with the procedure set out in Clause 20.1(b) of this Agreement.
- 2.8 The Member remains responsible for all acts and omissions of its Submitting Affiliates as if they were its own acts and omissions.

3. TERM

- 3.1 This Agreement will take effect on the Effective Date and will continue for the Initial Period.
- 3.2 Subject to Clause 3.3, this Agreement will automatically renew for a Renewal Period upon the expiry of the Initial Period. This Agreement will automatically renew at the expiry of each Renewal Period for a further Renewal Period, unless notice is provided in accordance with Clause 3.3 or this Agreement is otherwise terminated in accordance with its terms.

- 3.3 No later than thirty (30) days before the expiry of the Initial Period or any Renewal Period, the Member may issue notice to CTHS stating that this Agreement shall terminate (and not renew for a further Renewal Period). This Agreement will terminate at the end of the Initial Period or Renewal Period (as the case may be) and the terms of Clause 21 (*Consequences of Termination*) will apply from the date of such termination.

4. STAR MI COLLECTION AND SUBMISSION

- 4.1 The Member and any Submitting Affiliate will collect STAR MI relating to that Reporting Period for submission to CTHS during the Reporting Period.
- 4.2 Following the final day of the Reporting Period (and no later than the date that is fifteen (15) days after the final day of the Reporting Period), an Authorised User must submit STAR MI collected pursuant to Clause 4.1 to CTHS on the Website.
- 4.3 The Member and any Submitting Affiliate must submit STAR MI to the Website in CSV format, or such other machine-readable format as may be notified to the Member by CTHS from time to time.
- 4.4 Once the STAR MI has been submitted by an Authorised User, CTHS will validate that the STAR MI has been submitted properly and in the correct format. Any issues identified by CTHS will be notified to the Member or any Submitting Affiliate and the Member or any Submitting Affiliate will promptly resubmit STAR MI (or any part thereof) as instructed by CTHS.

5. STAR MI ANALYSIS

- 5.1 CTHS will analyse STAR MI submitted to the Website by STAR Participants in order to provide the Reports pursuant to Clause 7 (*STAR MI Reports*) and to publish relevant data pursuant to Clause 8 (*Publishing of Data*). CTHS will review STAR MI at an individual STAR Participant level and on an aggregated level to facilitate this analysis.
- 5.2 CTHS may retain STAR MI and any aggregated data for the duration of the STAR initiative for the purposes of STAR reporting and historical records.
- 5.3 CTHS will not make any changes, modifications or updates to any STAR MI, aggregated data or Reports. The Member or any Submitting Affiliate may resubmit data within ten (10) calendar days from when the data was submitted.
- 5.4 The Member hereby grants a licence (and confirms it has provided all necessary consents of the Submitting Affiliates to provide such licence) to CTHS for the use of the STAR MI submitted by any Authorised User to the Website for the purposes described in this Clause 5 for the duration of the STAR initiative.

6. ACCREDITATION PROCESS

- 6.1 CTHS will use STAR MI received from the Member and any Submitting Affiliate in order to provide the Member and any Submitting Affiliate with an Accreditation Level.
- 6.2 CTHS will review the STAR MI in conjunction with the STAR Steering Group against the Service Levels and allocate the Accreditation Level relevant to the Member's performance in order to either:

- (a) provide a revised Accreditation Level to the Member and any Submitting Affiliate;
or
 - (b) advise that the Member and any Submitting Affiliate will retain its existing Accreditation Level,
- 6.3 Subject to Clause 6.4, the Accreditation Process will take place at a frequency agreed by the STAR Steering Group.
- 6.4 The Member and any Submitting Affiliate must provide at least a full nine (9) consecutive months of STAR MI to CTHS during any calendar year in order for that entity to be given an Accreditation Level for that year. For the avoidance of doubt, once the Member or a Submitting Affiliate starts submitting STAR MI then it must continue to submit STAR MI to that SLA Group on a monthly basis for the duration of the Member's participation in STAR.

7. **STAR MI REPORTS**

- 7.1 CTHS will use STAR MI from all STAR Participants in order to prepare:
- (a) Monthly MI Reports;
 - (b) Quarterly MI Reports; and
 - (c) Annual Accreditation Reports,
- together the "**Reports**".
- 7.2 The Member and its Submitting Affiliates will be able to access:
- (a) one Monthly MI Report per entity that submitted STAR MI in the relevant calendar month; and
 - (b) Quarterly MI Reports and Annual Accreditation Reports that are presented in an aggregated format and which will be made available by CTHS to STAR Participants and other entities in the industry.
- 7.3 The Member and any Submitting Affiliate will be able to access Reports that are available to them through the Website.
- 7.4 The Member or Submitting Affiliate may share:
- (a) any Report with:
 - (i) its Affiliates;
 - (ii) any employees or officers of the Member and its Affiliates;
 - (iii) any Regulator; and
 - (b) a Quarterly MI Report and an Annual Accreditation Report as specified in Clause 7.4(a) and with the general public.
- 7.5 CTHS may share any Quarterly MI Report or Annual Accreditation Report for CTHS' own internal and external purposes in support of STAR.

8. **PUBLISHING OF DATA**

- 8.1 In addition to publishing the Reports in accordance with Clause 7 (*STAR MI Reports*), CTHS will publish the following data on a Quarterly and annual basis on the Website:

- (a) the Accreditation Level of each STAR Participant (at the option of the relevant STAR Participant); and
- (b) aggregated data highlighting the percentage of transfers completed within certain time periods for each SLA Group.

8.2 The Member and any Submitting Affiliate hereby provides its consent for CTHS to publish data pursuant to Clause 8.1 on the Website during the Term in relation to such Member or any Submitting Affiliate.

8.3 Following termination of this Agreement, Clause 21 (*Consequences of Termination*) will apply in respect of all data published by CTHS on the Website.

9. **STAR MI PEER REVIEW**

9.1 CTHS may, from time to time, implement a peer review process in relation to STAR MI it receives on the Website from STAR Participants. Such peer review process may be split by Accreditation Level, company type or SLA Group.

9.2 The Member will be notified of any peer review process to be implemented by CTHS and hereby consents to CTHS' use of the Member's STAR MI and other data provided to CTHS as part of any reasonable peer review process.

10. **USE OF THE WEBSITE**

10.1 CTHS will use reasonable endeavours to provide the Website to the Member and any Submitting Affiliate for the purposes of Phase 2 of STAR and the performance of this Agreement and to keep the Website and Website Content updated. The Member and any Submitting Affiliate (by way of its Authorised Users) may make use of the Website subject to the terms of this Clause 10 and the terms of the licence at Clause 16.3.

10.2 CTHS makes no guarantee that the Website or any Website Content will be:

- (a) free from errors or omissions, bugs or viruses; or
- (b) available or uninterrupted,

and CTHS accepts no liability in respect of the Website's accuracy or availability, for any reliance placed on any Website Content or for any Loss caused by the Member's use of the Website.

10.3 CTHS may, in its absolute discretion, suspend, withdraw, discontinue or change all or any part of the Website or Website Content without notice. CTHS will provide maintenance and support in respect of the Website in accordance with Clause 11 (*Website Maintenance and Support*).

10.4 The Member will be responsible for:

- (a) configuring its information technology, computer programs and/or platform in order to access the Website;
- (b) any use of virus protection software;
- (c) ensuring that no viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful is introduced or submitted to the Website;

- (d) ensuring that no one granted access to the Website under this Agreement attempts to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or databased connected to the Website;
- (e) ensuring that the Website is only used for lawful purposes and only for the purposes of performing this Agreement and accessing the Reports;
- (f) making any arrangements necessary in order to be able to use the Website.

10.5 CTHS may make legal, regulatory, security or operational improvements to the terms of use of the Website set out in this Clause 10 by notice to the Member in writing or via the Website. CTHS will give prior notice of any such amendments where reasonably practicable.

10.6 **Authorised Users**

- (a) Only the Authorised Users designated by the Master User and notified to CTHS under this Clause 10.6 shall be authorised to access the Member's MI section of the Website. CTHS will provide certain credentials to the Master User in order to enable individuals to access the Website.
- (b) The Master User shall be responsible for granting access to the Authorised Users through the credentials provided by CTHS.
- (c) The Master User shall maintain a log of all Authorised Users and their access and statuses (including active and deleted Authorised Users). The Master User shall notify the CTHS of all Authorised Users and their access details within two (2) Business Days of granting the access to an Authorised User.
- (d) When using the Website, the Master User and an Authorised User shall exercise care to protect the credentials provided to them by CTHS that are used to access the Website (including safeguarding of passwords) and comply with this Clause 10.
- (e) The Member and any Submitting Affiliate shall be responsible for acts of the Authorised Users.

11. **WEBSITE MAINTENANCE AND SUPPORT**

- 11.1 CTHS shall provide (subject to Clause 28.1(b)) maintenance services and technical support to the Member in relation to the Website.
- 11.2 The Member will be able to report any issues to CTHS and CTHS will use its reasonable endeavours to resolve any technical or maintenance issues related to the Website reported by the Member within a reasonable timeframe.

12. **SERVICE LEVELS**

- 12.1 The STAR Steering Group will review the Service Levels based on CTHS recommendations on a regular basis and may amend the Service Levels in accordance with the governance details set out on the Website. Any amendments to the Service Levels that are so agreed by the STAR Steering Group will be valid and active once notified on the Website.
- 12.2 The Member acknowledges that it is intended that the Service Levels will be gradually amended over time to encourage further improvements in Product transfer times by STAR Participants.

13. **COMPLAINTS HANDLING**

- 13.1 All Complaints shall be handled in the first instance in accordance with the Complaints Policy, and the Parties agree to follow the Complaints Policy in relation to any Complaints arising from or in relation to the Member or any Submitting Affiliate.
- 13.2 If a Complaint cannot be resolved by way of the procedure set out in the Complaints Policy, then the relevant Complaint may be resolved in accordance with Clause 28.8.
- 13.3 Nothing in this Clause 13 shall prevent either Party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.
- 13.4 Nothing in this Agreement shall prevent any Party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief in relation to its Intellectual Property Rights or Confidential Information (or that of its Affiliates) or from otherwise commencing proceedings to preserve any legal right or remedy to protect its interests or the interests of any of its Affiliates.

14. **MEMBERSHIP FEES**

- 14.1 In consideration for the provision of Reports, the administration of the Accreditation Process and other services by CTHS in accordance with the terms of this Agreement, the Member agrees to pay the Fees to CTHS in accordance with Schedule 1 (*Fees*).
- 14.2 The Parties agree that CTHS will conduct an annual review of the Fees and may amend the Fees from time to time. Any amendments to the Fees will be notified to the Member on the Website at least sixty (60) in advance of any change and will take effect from the beginning of the Member's next annual invoice.
- 14.3 CTHS will provide the Member with an annual invoice for each year in the Initial Period and prior to each Renewal Period. The Member will pay the Fees within thirty (30) days of receipt of an invoice from CTHS (the "**Due Date**").
- 14.4 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Agreement.
- 14.5 All sums due to CTHS shall be paid in pounds sterling (GBP) by transferring an amount in aggregate to such account as CTHS may notify to the Member in writing from time to time.

15. **DATA PROTECTION**

- 15.1 Each Party undertakes to comply with all Data Protection Laws applicable to it and shall not knowingly cause the other to breach Data Protection Laws.
- 15.2 The Parties agree that:
 - (a) STAR MI does not and will not include any Personal Data;
 - (b) subject to Clause 15.5, Personal Data is not required for the purposes of performance of this Agreement; and
 - (c) subject to Clause 15.5, all data provided by the Member and any Submitting Affiliate to CTHS will be anonymous data.

- 15.3 The Member warrants that in submitting STAR MI pursuant to Clause 4 it, and all of its Submitting Affiliates, will not upload any Personal Data to the Website.
- 15.4 If the Member becomes aware of any Personal Data being uploaded to the Website by the Member or any Submitting Affiliate it will immediately notify CTHS and take any action required by CTHS to assist in the return of such Personal Data to the Member. The Member shall bear all costs arising from any action taken to return Personal Data submitted by it.
- 15.5 The Parties acknowledge that CTHS will, pursuant to the Joining Agreement, collect from the Member and/or the Submitting Affiliate certain business contact information of their representatives for the purposes of (among other things) establishing user access permissions to the Website in relation to STAR. The Parties acknowledge that their obligations in this regard are as set out in the Joining Agreement, and CTHS will use information in the manner set out in the Privacy Policy.
- 15.6 The Member agrees to indemnify, keep indemnified and hold harmless CTHS against all costs, claims, damages or expenses (including but not limited to legal fees, administrative penalties, investigation costs and legal costs (calculated on a full indemnity basis)) incurred by CTHS or for which CTHS may become liable due to a breach of Data Protection Laws and/or this Agreement.

16. INTELLECTUAL PROPERTY

16.1 Ownership of Intellectual Property Rights

- (a) Except as expressly provided in this Agreement, the Parties will not acquire any right, title or interest in or to any Intellectual Property Rights of the other Party or any other STAR Participant. All goodwill resulting from the use of a Party's Intellectual Property Rights by the other Party pursuant to the licences granted under this Clause 16.1 will inure solely to the benefit of the owner of such Intellectual Property Rights. Each Party will at no charge promptly execute such documents as the owner of the relevant Intellectual Property Rights may reasonably require in order for them to obtain the full benefit of such goodwill.
- (b) The Member (or any Submitting Affiliate as applicable) will own all Intellectual Property Rights in and to the Member IPR whether subsisting at the Effective Date or developed thereafter.
- (c) CTHS will own all Intellectual Property Rights in and to the STAR IPR whether subsisting at the Effective Date or developed thereafter.

16.2 Licence of Brands

- (a) CTHS hereby grants a limited revocable, non-exclusive, non-sub-licensable (subject to Clause 28.1(b)) non-transferable, royalty-free licence to the Member and any Submitting Affiliate to use and reproduce the appropriate STAR Accreditation Brands, once awarded to the Member or Submitting Affiliate by CTHS, for the purposes of fulfilling the Member's obligations, exercising its rights in performing this Agreement and publicising its participation in Phase 2 of STAR (including without limitation the publication of the Member's Accreditation Level from time to time) subject to the STAR Accreditation Brands Terms of Use.
- (b) For the period the Member remains a Party to this Agreement, CTHS may request that the Member grants or procures the grant of a limited revocable, non-exclusive, non-sub-licensable (subject to Clause 28.1(b)), non-transferable, royalty-free licence to CTHS to use and reproduce certain Member Brands solely for the

purposes of publicising the Member's participation in Phase 2 of STAR on the Website or other marketing material. The Member shall not unreasonably refuse or delay its consent to such request by CTHS.

- (c) Neither Party will without the other Party's prior written consent modify, delete from or add to the other Party's Brand in exercising the rights granted to it under this Clause 16.1(b) including (without limitation) any changes in text, graphics or colour of such Brand.
- (d) The Member or any Submitting Affiliate is only permitted to publicise the STAR Accreditation Brands associated with either their (i) current Accreditation Level, and/or (ii) Accreditation Levels awarded by CTHS in previous years.
- (e) Upon termination, exclusion or Cancellation of participation (where applicable or relevant) in respect of the Member for any reason all rights of CTHS to display or otherwise use the Member Brand will cease, and CTHS agrees not to thereafter display or otherwise use the Member Brand for any purpose and will take all necessary steps to remove all representations of the Member Brand from the Website except as provided in Clause 21.1(c).

16.3 Licence of the STAR IPR:

- (a) Subject to Clause 16.1 and the Member's compliance with this Agreement, CTHS grants to the Member for the Term a limited, revocable, non-exclusive, non-sub-licensable, non-transferable, royalty-free licence to the Member to the STAR IPR solely for the purpose (and solely to the extent required for the purpose) of fulfilling the Member's obligations and exercising its rights under this Agreement.
- (b) Upon termination, exclusion or Cancellation of participation (where applicable or relevant) in respect of the Member for any reason, all rights of the Member to the STAR IPR will cease. The Member agrees not to thereafter display or otherwise use the STAR IPR for any purpose.

16.4 Licence of the Member IPR:

Subject to Clause 16.1(b), the Member grants to CTHS for the Term a limited, revocable, non-exclusive, non-sub-licensable, non-transferable, royalty-free licence to CTHS to the Member IPR solely for the purpose of fulfilling its obligations and exercising its rights under this Agreement.

16.5 Further Assurance:

Each Party will do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Agreement (including executing any licences or assignments in a form required to give full effect to the licences and ownership rights set out in this Clause 16 (*Intellectual Property*)).

17. SECURITY

- 17.1 CTHS will implement appropriate security measures with relevant suppliers in compliance with ISO27001 to minimise the risk of unauthorised access or damage to Website and related networks.
- 17.2 When using the Website, any software and other infrastructure provided by CTHS, the Member and any Submitting Affiliate shall comply, and shall ensure that the Master User and any Authorised Users at all times comply, with the Security Requirements.

- 17.3 The Member will procure that the Master User and any Authorised Users keep their Website login credentials secure and do not share them with any other person. If the Member becomes aware or has reason to suspect that the Master User's or any Authorised User's login credentials have been obtained by any unauthorised person or there has been any unauthorised access to or use of the Website, the Member will notify CTHS and will take such steps as may be necessary to prevent, or stop, as the case may be, any such unauthorised access or use.
- 17.4 Each Party shall promptly advise the other when it becomes aware of any breach, or potential breach of security which may adversely affect the Website, any software and other infrastructure provided by CTHS, and each Party shall co-operate with the other to mitigate the impact of the breach with a view to minimizing any losses and restoring the Website or other networks to their original operating and security efficiency.

18. **POLICIES**

- 18.1 In performing its obligations under this Agreement, the Member and any Submitting Affiliate must comply with the following policies:
- (a) the Competition Policy;
 - (b) the Security Requirements; and
 - (c) the Complaints Policy (in respect of any Complaints),
- and any other policies that may be notified on by CTHS to the Member from time to time (including those which are posted on the Website) (the "**Policies**").
- 18.2 The Whistleblowing Policy provides a procedure for Representatives of the Member or any Submitting Affiliate to alert CTHS to certain concerns, and the Member shall encourage such Representatives to review the Whistleblowing Policy and follow the procedure if such concerns arise.
- 18.3 The Privacy Policy outlines the ways in which CTHS will use any Personal Data provided by Representatives of the Member or any Submitting Affiliate directly to CTHS in connection with the Joining Agreement.
- 18.4 CTHS may terminate this Agreement with immediate effect by giving written notice to the Member if the Member or any Submitting Affiliate breaches any of the Policies.

19. **MARKETING AND REPORTING**

- 19.1 CTHS will maintain, for its own purposes for the management of the STAR service, a Register of Members including in respect of each STAR Participant (to the extent such information is provided by each STAR Participant to CTHS):
- (a) the name, address, and email contact details;
 - (b) in respect of Members, the Member's VAT registration number; and
 - (c) the details of the Relationship Manager and Master User that correspond to the STAR Participant.
- 19.2 The Member will notify CTHS of any changes to any of the details listed in Clause 19.1 promptly and in any event within ten (10) Business Days following the date of the relevant change, and CTHS will update the Register of Members to reflect such updated details promptly thereafter.

- 19.3 The Member agrees to use the STAR Accreditation Brands in line with the Accreditation Logo Terms of Use.

20. TERMINATION

20.1 Termination by the Member

- (a) The Member may terminate its participation in STAR:
- (i) for whatever reason, by giving CTHS not less than thirty (30) Business Days' written notice; and
 - (ii) if CTHS has committed a material breach of this Agreement and, if such breach is capable of remedy, has failed to remedy the same within ten (10) Business Days of receipt of notice of the breach.
- (b) The Member may terminate this Agreement in respect of any Submitting Affiliate that has been identified in, and is submitting STAR MI pursuant to, an Order Form (the "**Cancellation**") by giving CTHS not less than thirty (30) Business Days' written notice. The terms of this Agreement will continue to apply to the Member and any other Submitting Affiliate that is not subject to the Cancellation.

20.2 Termination by CTHS

- (a) CTHS may terminate the Member's and/or any Submitting Affiliate's participation in the STAR by giving the Member not less than thirty (30) Business Days' written notice:
- (i) if the Member fails to pay any Fees due to CTHS by the Due Date, and subsequently fails to pay the relevant Fees within thirty (30) days of written notice from CTHS notifying the Member of the failure to pay the Fees;
 - (ii) if the Member or any of its employees, Affiliates, officers or agents discloses or uses the Confidential Information of CTHS or another STAR Participant in breach of this Agreement;
 - (iii) if the Member or a Submitting Affiliate uses the STAR Accreditation Brands other than as permitted by this Agreement;
 - (iv) if the Member knowingly submits misleading or incorrect data as part of its reporting obligations as set out in Clause 4 (*STAR MI Collection and Submission*); or
 - (v) if the Member or a Submitting Affiliate has committed a material breach of this Agreement and, if such breach is capable of remedy, has failed to remedy the same within ten (10) Business Days of receipt of notice of the breach.
- (b) CTHS may terminate the Member's and/or any Submitting Affiliate's participation in STAR immediately by giving the Member written notice if:
- (i) the Member or any of its Submitting Affiliates has done anything which has an adverse impact on the reputation of STAR or CTHS; or
 - (ii) an Insolvency Event occurs in relation to the Member or any Submitting Affiliate.

20.3 Termination of licences by CTHS

CTHS may terminate the licences to STAR Accreditation Brands and/or STAR IPR by giving the Member or any Submitting Affiliate not less than thirty (30) Business Days' written notice in case of failure of the Member or any Submitting Affiliate to comply with any relevant licence provisions under Clause 16 (*Intellectual Property*).

21. CONSEQUENCES OF TERMINATION

21.1 From the Termination Date:

- (a) the licences granted under Clause 16 (*Intellectual Property*) terminate provided that the Member and all Submitting Affiliates may continue to display and use STAR Accreditation Brands for historic Accreditation Levels that have been awarded to that entity in previous years of STAR membership (if any);
- (b) the Member and any Submitting Affiliate shall no longer have access and submission rights as set out in Clause 4 (*STAR MI Collection and Submission*) and Clause 7.2 (including without limitation any access to the Reports and Website);
- (c) CTHS shall not be required to remove the Member Brands (and any Submitting Affiliate) produced historically from the Reports or the Website, but will no longer use the Member Brands or Member IPR as part of any further Reports following the Termination Date; and
- (d) CTHS will retain STAR MI and all aggregated data in accordance with Clause 5.

21.2 Fees

- (a) Subject to Clause 21.2(b), any Fees paid by any Member to CTHS will not be refunded to the Member following termination.
- (b) If the Member terminates this Agreement in accordance with Clause 20.1(a)(ii), CTHS will refund to the Member the proportion of the annual Fees paid to CTHS by such Member on a pro rata basis for the period from the Termination Date until the expiry of the relevant Initial Period or Renewal Period.

21.3 Other

- (a) Termination of this Agreement for any reason will not affect any rights and/or obligations of the Parties which have accrued before such termination, or any provision of this Agreement which expressly or by implication is intended to come into effect or to continue in effect on or after such termination.
- (b) The following Clauses of this Agreement will survive termination or expiry of this Agreement for whatever reason: Clauses 1, 5, 8, 9, 14, 15.6, 16, 21, 22, 23, 24, 25, 27 and 28.

22. CONFIDENTIALITY

22.1 Each Party that receives Confidential Information (the "**Receiving Party**") undertakes:

- (a) to keep confidential all Confidential Information and not to use (and to procure that all of the Receiving Party's Affiliates, officers, employees and agents do not use) any such Confidential Information for any purpose other than the purpose for which it is disclosed;
- (b) not to disclose any Confidential Information except to employees, officers, agents or sub-contractors of the Receiving Party if and only to the extent that they need to

know such Confidential Information for the purpose referred to in Clause 22.1(a) and provided always that they will not use any such Confidential Information for any other purpose; and

- (c) to prevent the disclosure of any Confidential Information to, or access to any Confidential Information by, any third party without the prior written consent of the disclosing party except for disclosure to or access by any professional advisers or as may be required by Applicable Law or any Regulator.

22.2 CTHS will retain the rights in its Confidential Information. The Member will retain the rights in its Confidential Information and each STAR Participant will retain its rights in its own respective Confidential Information.

22.3 CTHS and its representatives will use any data provided by the Member or on the Member's behalf for the purposes only of organising and administering the activities related to Phase 2 and to facilitate the purposes of the STAR initiative, including as part of any STAR marketing.

22.4 The copyright and any other Intellectual Property Rights arising in outputs from any meetings or in the materials relating to STAR will be owned by CTHS, and no STAR Participant will be able to claim any rights in or to any part of those.

22.5 The Member will not, and will ensure that its representatives do not, use the Member's participation in STAR as a means for sharing (either directly or indirectly) with CTHS or any other STAR Participant any commercially sensitive information or data that is not necessary for the purpose of the Phase 2 activity as set out in this Agreement. All STAR Participants will be required to comply with any appropriate safeguards put in place by CTHS to ensure that commercially sensitive information is not exchanged between participants, either directly or indirectly, through participation in STAR.

23. COMPLIANCE WITH LAWS

23.1 The Member and CTHS are each responsible for ensuring that it, its respective sub-contractors, agents, nominees and anyone carrying out its respective obligations under this Agreement on its behalf, will comply with all of its own obligations under any Applicable Law.

23.2 Nothing in this Agreement will require either Party to perform any obligation or to take or omit taking any action that would place it in breach of any Applicable Law.

23.3 The Member or CTHS will promptly provide all information within its possession or control that is reasonably requested by the other Party to enable the other Party to comply with Applicable Law or to comply with an information request from a Regulator. All information disclosed by either Party under this Clause 23.3 will be treated as Confidential Information as set out in Clause 22.

24. CHANGE CONTROL

24.1 Except as otherwise specified in this Agreement, any Change or variation to this Agreement will be made in accordance with the Change Control Procedure.

24.2 CTHS may make changes to the Fees by notification on the Website in accordance with the terms of this Agreement.

24.3 Unless expressly agreed otherwise by the Parties, the Member will be responsible for its own costs and expenses incurred in the proposal, assessment, approval,

consultation and/or implementation of or in relation to any Change or proposed Change.

25. LIABILITY

25.1 Nothing in this Agreement will exclude or limit a Party's liability under or in connection with the Agreement for:

- (a) death or personal injury resulting from the negligence of that Party or its officers, agents, employees or sub-contractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of Confidentiality provided under Clause 22;
- (d) breach of Data Protection Laws or the indemnity provided under Clause 15.6;
- (e) breach of Applicable Law committed by the other Party as a result of a failure by the first Party to comply with its obligations under the Agreement; or
- (f) for any other matter in respect of which liability cannot by Applicable Law be excluded or limited.

25.2 Subject to Clauses 25.1 and 25.3, CTHS' maximum aggregate liability to the Member for Losses arising under or in connection with any breach or non-performance of this Agreement whether arising from tort (including negligence), breach of contract or otherwise, will not in aggregate across this Agreement exceed total Fees paid by the Member to CTHS in the calendar year in which the event giving rise to liability takes place.

25.3 Subject to Clause 25.1, CTHS will not be liable to the Member for:

- (a) any loss of goodwill, reputation or opportunity;
- (b) any loss of profits, revenue, or anticipated savings or wasted management time, in each case whether direct or indirect;
- (c) any amounts paid or payable to third parties to the extent that these are over and above direct Losses, for example ex gratia payments; or
- (d) any indirect or consequential Loss which in each case arises out of or in connection with the Agreement or any breach or non-performance of the Agreement (including by reason of negligence) whether or not the other Party had been informed of or was aware that there was a serious possibility of such Loss.

25.4 Each Party will use its reasonable endeavours to minimise and mitigate (including, without limitation, through recovery from third party suppliers or successful insurance claims) any Loss for which it is entitled to bring a claim against another Party pursuant to this Agreement.

25.5 The Member shall be liable under this Agreement for the acts and omissions of each of its Submitting Affiliates as if such acts and omissions were conducted by the Member.

26. FORCE MAJEURE

26.1 A Party will not be responsible for any delay in performing or failure to perform any of its obligations under this Agreement if and to the extent that the delay or failure

directly results from a failure of another Party to perform its obligations in accordance with this Agreement.

- 26.2 Subject to Clauses 26.3 and 26.4, to the extent that any Party is prevented from performing any of its obligations under the Agreement by an Force Majeure Event, then that Party's obligation to perform such obligations under the Agreement will during the continuation of the relevant Force Majeure Event be read and construed as an obligation to perform such obligations to the best level reasonably achievable in the circumstances of the Force Majeure Event.
- 26.3 The Affected Party will not be entitled to invoke the provisions of Clause 26.2 unless the Affected Party:
- (a) on becoming aware of any Force Majeure Event which gives rise, or which is likely to give rise, to any failure or delay in the performance of any of its obligations under the Agreement, promptly notifies the other Party, giving details of the Force Majeure Event, the obligations on its part which are affected and its reasonable estimate of the period for which such failure or delay will continue;
 - (b) provides to the other Party written confirmation and reasonable evidence of such Force Majeure Event within five (5) Business Days following notification pursuant to Clause 26.3(a); and
 - (c) takes all reasonable steps to prevent, avoid, overcome and mitigate the effects of such Force Majeure Event.
- 26.4 If the Member is prevented from, or delayed in, performing any of its obligations under the Agreement by an Force Majeure Event which continues for more than six months, then:
- (a) CTHS may terminate the affected Member's participation in Phase 2 of STAR by giving not less than two (2) Business Days' written notice of such termination to the Member; or
 - (b) the Member may terminate its own participation in Phase 2 of STAR by giving not less than two (2) Business Days' written notice of such termination to CTHS,

and in either case the terms of Clause 21 will apply following expiry of such termination notice.

27. NOTICES

- 27.1 All notices to be given under this Agreement must be in writing and may be given personally, by prepaid first class post, prepaid international airmail, or in electronic form. Unless impracticable for technological reasons or otherwise required by Applicable Law, all notices given under the Agreement will be given by email, but this will not affect the validity of any notice given in accordance with this Clause 27 by any other means. Notices given to the Member must be sent to the address, or email address of the Member as specified from time to time in the Register of Members.
- 27.2 Notices to the Member must be marked for the attention of the Member's Relationship Manager from time to time.
- 27.3 Notices given to CTHS must be sent to its registered office from time to time or to the email address expressly stated on the Website from time to time to be the email address for receipt of notices from Member. All notices to CTHS must be marked for the attention of Company Secretary or such other person as CTHS may notify to the Member from time to time on the Website.

27.4 Any notice will be deemed to have been received:

- (a) if sent by e-mail, at the time the e-mail enters the intended recipient's information system (being the recipient's system for generating, sending, receiving, storing or otherwise processing electronic communications) provided that:
 - (i) no error message indicating failure to deliver has been received by the sender; and
 - (ii) an email will not be deemed to have been received if the recipient notifies the sender that it has not been opened because it contains, or is accompanied by a warning or caution that it could contain or be subject to, a virus or other computer programme which could alter, damage or interfere with any computer software or email;
- (b) if delivered personally, at the time of delivery;
- (c) if sent by prepaid first class post or prepaid international airmail, on the expiry of forty-eight (48) hours after posting if sent from and to an address in the United Kingdom (and on the expiry of one-hundred and twenty (120) hours after posting if sent from or to an address outside the United Kingdom),

in each case provided that if deemed receipt occurs before 9 am on a Business Day, the notice will be deemed to have been received at 9 am on that Business Day, and if deemed receipt occurs after 5.30 pm on a Business Day or on a day which is not a Business Day, the notice will be deemed to have been received at 9 am on the next Business Day.

28. **MISCELLANEOUS**

28.1 **Assignment and Novation**

- (a) This Agreement is personal to each of the Parties. No Party may assign, novate or transfer in any way, or charge the benefit of, any of its rights, liabilities or obligations under the Agreement on a temporary or permanent basis to any third party without the consent of the other Party, such consent not be unreasonably withheld or delayed.
- (b) CTHS may sub-contract the performance of any of its obligations and/or the exercise of any of its rights under the Agreement to any third party, and may sub-license the Member Brands to such third party to the extent required to enable such third party to fulfil CTHS' obligations, and/or exercise CTHS' rights, in relation to the performance of this Agreement. CTHS will remain responsible for actions of any third party to whom it sub-contracts.

28.2 **No Partnership**

Nothing in this Agreement is intended to create, or will be construed as constituting or evidencing, a partnership or joint venture or relationship of employer and employee between any of the Parties or to authorise, or will be construed as authorising, any Party to act as agent for any other Party. Except where expressly so stated in the Agreement, no Party has authority to make any representation for, act in the name or on behalf of or otherwise to bind any other Party.

28.3 **Waiver**

- (a) Any failure to exercise, or any delay in exercising, a right or remedy provided by this Agreement or at law or in equity (and/or the continued performance of this Agreement) will not constitute a waiver of the right or remedy, or a waiver of any

other rights or remedies. If any Party waives a breach of any term of the Agreement committed by any other Party (the "**Defaulting Party**") such waiver will not constitute:

- (i) a waiver of any other breach (of the same term or any other term) committed by the Defaulting Party; or
- (ii) a waiver of the same or any other breach by any Party other than the Defaulting Party,

and will not affect the other terms of the Agreement.

- (b) The rights and remedies provided by the Agreement are cumulative and (except as otherwise provided in the Agreement) are not exclusive of any rights or remedies provided at law or in equity. To the extent that any right or remedy provided by the Agreement or in law or equity can be exercised more than once and/or in combination with other rights and/or remedies provided by the Agreement or in law or equity, no single or partial exercise of such right or remedy prevents the further exercise of that right or remedy or the exercise of any other right or remedy.

28.4 Severability

- (a) If at any time a provision of this Agreement is held by any court or administrative body of competent jurisdiction to be (in whole or in part) invalid or unenforceable, such invalidity or unenforceability will not prejudice the other provisions of the Agreement (or the other parts of any provision which is found to be partially invalid or unenforceable) which will remain in full force and effect.
- (b) If any provision of the Agreement is found to be invalid or unenforceable in accordance with Clause 28.4(a) but would be valid and enforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid and enforceable. Any such provision may be considered by the STAR Steering Group as a Change to the Agreement in accordance with the Change Control Procedure.

28.5 Further Assurance

Each Party will at the request of any other Party at its own cost do (or procure others to do) everything necessary to give any other Party the full benefit of this Agreement.

28.6 Rights of Third Parties

- (a) Nothing in this Agreement confers any benefit on, or is enforceable by, any person who is not a Party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- (b) Any act or omission of any member of each Submitting Affiliate shall be deemed to be the act or omission of the Member.

28.7 Entire Agreement

- (a) Notwithstanding any entire agreement provisions in any (current or future) agreement between any two or more of the Parties, this Agreement as well as the letter of participation entered into between the Member and CTHS in respect of Phase 1 constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties or any of them relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

- (b) Each of the Parties represents and agrees that in entering into the Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party or not) except as expressly set out in the Agreement. The only remedy available to any Party for breach of the warranties will be for breach of contract under the terms of the Agreement. No Party will be entitled to rescind the Agreement (except for fraudulent misrepresentation).

28.8 Governing Law and Jurisdiction

Each Party agrees that this Agreement and the relationship between the Parties will be exclusively governed by and interpreted in accordance with English law and that all Disputes arising out of or in connection with the Agreement and/or Phase 2 of STAR, and/or with the negotiation, validity or enforceability of any provision of the Agreement, and/or the relationship between the Parties in relation to the subject matter of the Agreement and/or Phase 2 of STAR, (in each case whether or not regarded as contractual claims) will be exclusively governed by and determined in accordance with English law and each Party expressly and irrevocably submits to the exclusive jurisdiction of the English Courts in relation to all such Disputes and any other claim or matter arising under or in connection with the Agreement.

SIGNATURE PAGE

Signed by the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

CTHS:

Member:

A handwritten signature in black ink, appearing to read 'Nigel Jacques-Pettinger', with a long horizontal stroke underneath.

Nigel Jacques-Pettinger

Name:

Director

Title:

Duly authorised for and on behalf of

Date:

CT HOLDINGS & SERVICES LTD

SCHEDULE 1

Fees

The following Fees shall be payable for participation in STAR:

Annual Fee per entity that submits STAR MI	£3,000 plus VAT for each SLA Group into which the entity will be submitting STAR MI.
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Once signed and submitted by the Member, the Order Form will commit the Member to paying the relevant Fees. CTHS shall review the Fees on an annual basis and may increase the Fees by notice on the Website.

SCHEDULE 2

Change Control Procedure

1. PROPOSING A CHANGE

- 1.1 A Working Group or a STAR Participant may from time to time propose a Change, together with reasonable details of the proposed Change and the reasons for it. All proposed Changes will be directed to the STAR Steering Group for consideration.

2. CATEGORIES OF CHANGE

- 2.1 A "**Change**" means any change to:

- (a) the SLAs;
- (b) the STAR MI reporting process or reporting requirements; or
- (c) the Accreditation Process.

- 2.2 For the avoidance of doubt, Change does not include any change that is the subject of an Order Form or any change to the Fees or Policies, or any other change that takes place on the Website in accordance with the terms of this Agreement which shall not require use of this Change Control Procedure.

3. PROCEDURE FOR CHANGE

- 3.1 Any proposed Change will be considered by the STAR Steering Group at its next meeting. The STAR Steering Group will consider the impact of any proposed Change and how the Change should be implemented.
- 3.2 Following a STAR Steering Group decision on how best to implement a Change, the final decided approach will be notified to the Member as well as each other STAR Participant that has directly entered into an agreement with CTHS.
- 3.3 Where any variation is to be made to the terms of this Agreement, then the STAR Steering Group shall notify such variation to the Member thirty (30) days in advance of the implementation of such variation. The Member may terminate this Agreement in accordance with Clause 20.1 where it disagrees with any Change.

4. PERIODIC REVIEW

Separately from Changes proposed by the Working Groups or STAR Participants, the STAR Steering Group will consider possible Changes that the STAR Steering Group wish to implement and any such agreed Changes will be notified to the Member and each STAR Participant.