

## Terms of Membership

### **Parties to these Terms of Membership (hereinafter referred to as “ToM”)**

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

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

and

Name (the “network participant”)

Address:

### **Preamble**

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

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

### **Commencement and duration**

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

### **Purpose**

- 3) The purpose of these ToM is to establish and describe a mutual relationship between the parties whereunder:
  - a) The network manager admits the network participant to consiliNet as an individual or firm whom the network manager may invite to participate in bids for consultancy services or to provide consultancy services as a subcontractor
  - b) The network manager will, as and when opportunities arise, promote the network participant through various media as a potential partner or subcontractor in relation to consultancy services offered by the network manager
  - c) The network manager may introduce the network participant (with its consent) to third parties to provide services directly to that third party without any involvement of the network manager. In such cases, the network manager reserves the right to charge the network participant a fee in return for the introduction

- d) The network participant remains open to receiving any such invitations mentioned above from the network manager

#### **Financial arrangements**

- 4) Admittance of the network participant to consiliNet will be without charge or any other consideration although the network manager reserves the right to charge a nominal basic membership fee (36 Euro per annum) to cover administrative costs in relation to the maintenance of a specific consiliNet website, associated domain name and email facilities to be used to promote the services of network participants. Such charges will only apply to network participants who join after the date of the introduction of such charges
- 5) Should the network manager offer premium services these will be charged at a higher annual fee commensurate with the value of services to be offered and will apply to all network participants who subscribe to such services
- 6) Where a network participant provides services as a subcontractor to contracts secured by the network manager, the network manager will pay a fee to the network participant for those services
- 7) Where a network participant is invited to bid as a bid partner with the network manager for contracts with clients or prospective clients of the network manager, the network participant will, on successful award of the contract, pay to the network manager an agreed introducer fee to be negotiated before the bid is made
- 8) Where any such arrangements referred to in Clause 6) or 7) above are made they will be the subject of a separate written agreement
- 9) All settlements of a financial nature will be denominated in Euro unless otherwise agreed between the parties

#### **Contractual capacity of the network partner**

- 9) It is understood that the network partner has full contractual capacity to enter into any agreements with the network manager
- 10) When entering into any agreement with the network manager to provide services, it is expected that the network partner will not be impeded by any other contractual obligations to do so. If any such impediment exists it will not invalidate any contract between the network manager and the network partner unless the impediment was notified to the network manager in writing and before the date of the contract

#### **Relationship between the parties**

- 11) These ToM do not constitute a contract between the parties. These ToM shall not be deemed to create any relationship of agency, formal partnership or joint venture between the parties and neither party may make any such representation to anyone
- 12) The network manager may, with the prior general or case specific consent of the network participant, communicate publicly by whatever means the fact that the network participant is a member of consiliNet
- 13) The network participant may communicate publicly that it is a member of consiliNet at any time after it is admitted as a network participant for the period of time that it remains as a network participant without the prior consent of the network manager

#### **Non-circumvention**

- 14) Where the network manager introduces (or discloses the identities of) individuals or other legal persons to the network participant with whom the network manager may (or intends to) enter into a

commercial contract or is already in the process of negotiating or concluding a commercial contract the network participant undertakes

- a) Not to directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such persons identified or introduced by the network manager
- b) Not seek to bypass, compete with, avoid or circumvent the network manager from any business opportunity by exploiting or deriving any benefit from the introduction or disclosure of identity without the prior written consent of the network manager

15) Clause 14) shall remain binding for a period of 12 months from the date of the introduction or disclosure of identity

#### **Use of corporate logos and branding**

16) The network manager agrees to provide to the network participant an electronic copy of the consiliNet logo and to allow the network participant to display this logo in any marketing materials, electronic or physical, relating to its participation in consiliNet, provided that the network manager grants his written approval on the same and the context prior to the usage of the logo by the network participant. The network participant agrees not to alter the logo supplied to it by the network manager other than by way of dimensions but in any event retaining the original horizontal and vertical proportions

17) The network participant agrees to provide to the network manager an electronic copy of its logo (where such exists) and to allow the network manager to display this logo in any marketing materials or bid communications, electronic or physical, relating to the network participant's participation in consiliNet, provided that the network participant grants his written approval on the same and the context prior to the usage of the logo by the network manager. The network manager agrees not to alter the logo supplied to it by the network participant other than by way of dimensions but in any event retaining the original horizontal and vertical proportions

#### **Use of consilinet.com email ID**

18) Where the network manager grants the network participant the ability to use a personalised email ID account (firstname.lastname@consilinet.com) this will be subject to separate Terms and Conditions of Use

19) The decision to grant such use of a personalised email ID is at the sole discretion of the network manager and may be withdrawn without notice if any of the Terms and Conditions of Use are breached

#### **Termination**

20) Should either party wish to terminate these ToM it may do so by providing 14 calendar days' notice in writing to the other party

#### **Disclosure**

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

#### **Transferability**

22) The rights of either party under these ToM shall not be transferable or assignable either in whole or in part

**Alterations**

- 23) No alteration or modification of these ToM shall be valid unless in writing and agreed upon by both parties

**Notices**

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

**Economic sanctions**

- 25) These ToM do not provide any benefit for any business or activity to the extent that the benefit or the underlying business or activity would violate any applicable sanction law or regulations of the United Nations, the European Union or any other applicable economic or trade sanction law or regulations

**Anti-corruption**

- 26) The parties shall not commit, authorize or permit any action which would cause the parties and/or the parties' affiliates to be in violation of any applicable anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments to government officials, representatives of public authorities or their associates, families or close friends.
- 27) Each party agrees that it will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other party nor accept, or agree to accept from any employee, representative or third party acting on behalf of the other party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of these ToM.
- 28) The parties shall promptly notify each other, if they become aware of or have specific suspicion of any corruption with regard to matters under the scope of these ToM.
- 29) In case any prohibited payments or gifts are made by either party as stated in this clause above, or if either party has reasonable cause to believe that such payments or gifts have been or are being made by the other party, the non-defaulting party may terminate these ToM with immediate effect

**Applicable law**

- 30) These ToM and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Republic of Ireland

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## Assent of the parties

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

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Signature above this line

As of this date

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Date above this line

Signed by

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Signature above this line

As of this date

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Date above this line