

# Future Insurance Leaders Program

## 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 program manager”)

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

and

Name (the “program member”)

Address:

### **Preamble**

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

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

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

### **Commencement and duration**

- 1) 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, these 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 program manager admits the program member to FILP as an individual who wishes to be connected with one or more of consiliNet’s mentor group
  - b) The program manager will introduce the program member to such members of its mentor group as are appropriate to the program member’s needs
  - c) The program member will provide to the program manager such details as are necessary to facilitate such introductions to include, contact details (physical address, email ID and mobile phone number), resume or curriculum vitae and details of specific areas of the insurance business in which the program member wishes to develop (line of business, job function, geographic scope)

- d) For the duration of the membership period only, the program manager may introduce program members to organisations that may be interested in securing the services of program members. This service is at the sole discretion of the program manager

#### **Membership eligibility and application process**

- 4) The following are the eligibility criteria to be satisfied:
  - a) Applicants must be in the age range of 23 to 40 years attained
  - b) Applicants must be currently employed in the insurance sector or in an insurance related function in another sector
  - c) Applicants must hold a first degree or equivalent
  - d) Applicants must possess a minimum entry level qualification issued by a recognised insurance professional body
- 5) The application process requires the applicant to submit a written proposal in no more than 500 words (in English or Arabic) identifying the following:
  - a) Current role and recent experience in the insurance business
  - b) Reasons why they should be considered for the program
- 6) The applicant will also need to submit the following:
  - a) Copy of degree certificate
  - b) Details of any insurance related qualifications including copy certificates
  - c) A copy of these Terms of Membership duly completed with physical address details and signature

#### **Financial arrangements**

- 7) Whilst FILP is operated on a not-for-profit basis, admittance of a program member will require a nominal annual membership fee (120 Euro per annum) to cover administrative costs in relation to the management of the program. The program manager will require payment of no other fees in relation to its services under these specific ToM
- 8) This annual membership fee will cover a 12-month period from the date of the program member's admittance to the program which will be the date of execution of these ToM and will be payable in advance
- 9) The annual membership fee will be payable only for the first three years' of program membership or until membership is terminated by either party, whichever is the sooner. The fee is payable in advance for each 12-month period regardless of when earlier termination of membership by the program member takes place. Should termination of the agreement be made by the program manager it will make a pro-rata refund for the unexpired period of membership
- 10) Upon termination of the agreement or expiry of the 36-month payment period (whichever is sooner) the program manager will cease to provide any services to the program member including but not limited to introductions to mentors or feedback facilities
- 11) Should the program manager decide to offer additional services to program members these will be charged at an appropriate rate and will be subject to a separate agreement. Such additional services will be available at the program member's free choice
- 12) Whilst we expect that most program mentors will provide their services free of charge, mentors have the right to charge fees for their services. The program manager will indicate to the program member which of its mentors may charge fees. Any such arrangements entered into are to be agreed directly between the mentor and the program member. The program manager will have no involvement in the

negotiation, establishment or management of such arrangements although it reserves the right to request from the mentor a percentage of any such fees

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

- 13) 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
- 14) The program manager may, with the prior general or case specific consent of the program member, communicate publicly by whatever means the fact that the program member is a member of FILP
- 15) The program member may communicate publicly that it is a member of FILP at any time after it is admitted as a program member for the period of time that it remains as a program member without the prior consent of the program manager

#### **Non-circumvention**

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

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

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

#### **Termination**

- 19) 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**

- 20) 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**

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

#### **Alterations**

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

### **Notices**

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

### **Economic sanctions**

24) 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**

25) 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.

26) 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.

27) 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.

28) 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

### **Dispute resolution**

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

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

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

### **Applicable law**

32) 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