

<name>

<company>

<date>

STAR Joining Agreement

Dear <name>

Participation in STAR

Thank you for your interest in participating in STAR. This letter sets out the terms on which of the organisation or group to whom this document is addressed ("**you**") may participate. If you agree to these terms, please sign, date and return the enclosed copy of this letter, together with any onboarding information requested from you by CTHS, within thirty (30) days.

1. OVERVIEW

- 1.1 The purpose of the STAR initiative is to deliver a cross-industry framework of good practice for improving consumer experience in transferring their savings and investments from one financial institution to another. Participation in STAR will enable firms to demonstrate to regulators and consumers their commitment to best practice and to the continued improvement to industry performance for transfers by adhering to the agreed STAR service level agreements. In addition, the STAR accreditation scheme will drive forward better consumer outcomes and let consumers know which firms are committed to best practice in transfers. The initiative is endorsed by The Transfers and Re-registration Industry Group (TRIG). The FCA, The Pensions Regulator and the Department of Work and Pensions (and ABI, IA) continue to support STAR's aims and are observers at the Steering Group.
- 1.2 CT Holdings & Services Ltd ("**CTHS**") has been established by TISA Exchange and Criterion Tec as a not-for-profit organisation to deliver STAR for the industry. This will include agreeing Service Level Definitions for completing a transfer, and measuring performance against those targets. CTHS is inviting organisations that have responsibility for the execution of transfers and re-registration, as well as organisations who are suppliers to the long-term savings and investments market, to demonstrate their commitment to improving the transfers process by joining STAR.
- 1.3 Amongst other things, participation will involve the following activity for STAR:
 - (a) engagement in governance activity where appropriate;
 - (b) opportunity to review services levels and Management Information reporting requirements;
 - (c) opportunity to review the terms upon which MI will be shared between participants and with regulators and other stakeholders, including the public; and
 - (d) opportunity to review the criteria for awarding STAR performance accreditation.

2. PARTICIPATION FEE

- 2.1 In consideration of the right for you to join STAR, and any other rights granted by CTHS in this letter, you agree to pay CTHS a one-off joining fee of £3,000 (plus VAT).
- 2.2 On receipt of the counter-signed and dated copy of this letter, CTHS will issue an invoice for the joining fee using the details provided by you. The invoice will be due and payable within thirty (30) days of the invoice date. If the joining fee has not been paid in full within ninety (90) days from the invoice date, CTHS will be entitled to exclude your representatives from any Working / Implementation Groups and, if applicable, from the Steering Group until the joining fee is paid in full.
- 2.3 When you sign up to participate in STAR by signing the Services Agreement (Step 2) you will be required to pay an annual fee for each of the Service Level Definitions against which you report.

3. RIGHT TO PARTICIPATE

- 3.1 CTHS will put in place a governance structure and participants will be invited to take part in accordance with documented terms of reference. The governance structure will be as defined from time to time, but will include a Steering Group that sets priorities and oversees delivery of STAR activity. The Steering Group is made up of representatives across the different areas within the remit of STAR, which representatives will be selected by the STAR Chair, in conjunction with the participants. It will be chaired by an independent, senior industry figure from one of the STAR participants.
- 3.2 You will be entitled to participate in any of the working / implementation groups established from time to time ("**Working Groups**"), subject to the conditions below.
- 3.3 For each Working Group that is relevant to your area of business, you have the right to nominate up to two of your officers or employees to attend and participate in that Working Group (each individual being a "**Representative**").
- 3.4 Each Representative is expected to attend Working Group meetings and to be an active participant, in order that cross-sector input is provided and that the outputs are suitably guided by industry experience. You will be responsible for ensuring that each of your Representatives has the appropriate capability and knowledge for their chosen Working Group(s) and is suitably empowered to play an active role in shaping STAR for the industry. CTHS reserves the right, at its discretion but acting reasonably, to ask you to nominate alternative individuals as Representatives, including, among others, where a Representative routinely fails to attend Working Group meetings or does not have sufficient knowledge of the area to which the Working Group relates.
- 3.5 If a Representative is unable to attend a Working Group meeting from time to time, they can designate an alternative to attend that meeting in their place. However, if a Representative becomes unavailable to participate in the Working Group for a substantial period of time or ceases to be employed or engaged by you, then you will be expected to nominate a replacement of equivalent capability.
- 3.6 CTHS reserves the right to invite government departments, agencies and public bodies, regulators, and other industry and consumer stakeholders to observe the governance activities of STAR, which may include inviting them to attend meetings of the Working Groups and the Steering Group.
- 3.7 You consent to CTHS including the organisation or group name details you provide to us:

- (a) in the register of participants on the STAR website (www.joinstar.co.uk or any other URL used for STAR from time to time);
- (b) in any communications or other materials used by CTHS to promote STAR and the activity being undertaken and to encourage industry participation in STAR; and
- (c) in its discussions with government departments, agencies and public bodies, regulators, and prospective participants in relation to STAR and its activities.

3.8 In addition to your Representatives, you will nominate an individual to act as your main point of contact with CTHS and their contact details should be provided to CTHS. This will be the individual to whom CTHS addresses any notices or other communications under this letter and therefore it is important that you inform us promptly of any change to these details.

4. **RIGHT TO USE STAR MARKS**

4.1 With effect from the date on which the joining fee is paid in full, CTHS grants to you a non-exclusive, non-transferable, royalty-free licence to use and reproduce in the UK the logos made available by CTHS for the same purposes from time to time, for the purposes of publicising your participation in STAR, with regard to the guidelines which will be provided with the logo following receipt of this signed agreement.

4.2 The licence granted in section 4.1 will be issued initially on receipt of the signed Participation Agreement, and subsequently in December of each year, showing both the following year's date and the name of the organisation, unless it comes to an end earlier in accordance with section 6.

4.2 All proprietary rights, title or interest in and to the trade mark "STAR" and associated logos and any other registered or unregistered trade mark shall be owned by CTHS. You will not acquire any rights in those other than the rights of use set out in section 4.1.

5. **CONFIDENTIALITY AND PROPRIETARY RIGHTS**

5.1 "**Confidential Information**" means (i) all non-public information which is used in or otherwise relates to the business, customers or financial or other affairs of CTHS or of another participant, whether or not marked "confidential"; and (ii) any and all other information clearly designated as "confidential" by the disclosing participant or by CTHS, in each case existing in any form, which is disclosed to or learned by you (including your Representatives) as part of STAR.

5.2 Both parties undertake:

- (a) to keep confidential all Confidential Information and not to use (and will procure that your 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 your employees, officers, agents or sub-contractors if and to the extent they need to know such Confidential Information for the purpose referred to in section 5.2(a) above 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 your professional advisers or as may be required by law or any legal or regulatory authority.

- d) that any Confidential Information will be destroyed upon request or automatically on termination.
- 5.3 CTHS will retain the rights in its Confidential Information. Each participant will retain the rights in its Confidential Information.
- 5.4 CTHS and its representatives will use any data provided by you or on your behalf for the purposes only of organising and administering the Steering Group, Working Groups and any governance meetings, and to facilitate the purposes of the STAR initiative.
- 5.5 The copyright and any other intellectual property rights arising in outputs from the Steering Group, Working Group meetings or in the materials relating to STAR will be owned by CTHS, and no participant will be able to claim any rights in or to any part of those.
- 5.6 You will not, and will ensure that your Representatives do not, use your participation in STAR as a means for sharing (either directly or indirectly) with CTHS or any other participant any commercially sensitive information or data that is not necessary for the purpose of STAR activity. All 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 the Working Groups or otherwise through participation in STAR.

6. **TERMINATION OF PARTICIPATION**

- 6.1 You may end your participation in STAR at any time for whatever reason by giving written notice to CTHS at the email address set out in section 7.1.
- 6.2 CTHS reserves the right to end your participation in STAR with immediate effect by giving written notice to you:
 - (a) if you (which includes any of your employees, affiliates, officers or agents) disclose or use the Confidential Information of CTHS or another participant in breach of the terms of this letter;
 - (b) if you use the STAR logos other than as permitted by this letter; or
 - (c) if you have not paid the joining fee in full within ninety (90) days after the invoice date referred to in section 2.2.

All notices will be sent to your key relationship contact as notified to CTHS, unless alternative contact details are provided.

- 6.3 Where CTHS has the right to end your participation under section 6.2, CTHS may, at its discretion and without prejudice to its termination right, choose to suspend your right to participate. During any suspension period, all rights granted to you under this letter, including without limitation your right to attend the Steering Group, Working Group meetings and your licence to use the logo(s), are suspended. Suspension will not waive CTHS' right to terminate your participation.
- 6.4 If you terminate your participation in STAR, or if your participation in STAR is terminated by CTHS, then:
 - (a) the licence granted in section 4.1 will terminate with immediate effect;
 - (b) you will have no further right to use any Confidential Information of CTHS or any other participant; and

(c) the joining fee will not be refunded in whole or in part.

7. GENERAL

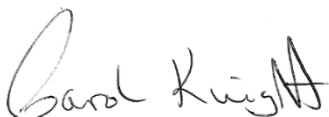
- 7.1 All notices and other communications to CTHS should be sent to star@joinstar.co.uk.
- 7.2 We need to collect certain personal data relating to your Representatives and relationship contacts as part of your participation in STAR (for example, we need this information in order to organise and administer Working Groups, facilitate communications among participants and manage user access permissions to the STAR website). Our privacy policy explains in more detail how we process personal data and the rights that individuals have in relation to their personal data. Please see the STAR website to view the latest version of the CTHS privacy policy.
- 7.3 You warrant that any personal data that you provide to us in connection with your participation in STAR has been collected and provided to us in compliance with applicable data protection laws. It is your responsibility to notify these individuals of the fact that their personal data will be provided to us and the purposes for which we will use such personal data.
- 7.4 The benefits to which you are entitled in respect of STAR and your participation in STAR are as set out in this letter or as otherwise notified to you by CTHS in writing. Your participation does not entitle you to become a shareholder in, or member of, CTHS.

8. Governing law and jurisdiction

- 8.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 8.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have non-exclusive jurisdiction over any dispute or claim arising out of, or in connection with, this agreement or its subject matter or formation. Nothing in this clause shall limit the right of either participant to take proceedings against the other in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

We should be grateful if you would print, counter-sign and date a copy of this document to confirm your agreement to its terms on behalf of your organisation or group; and return a soft copy of the complete counter-signed and dated document to CTHS: Carol.Knight@joinstar.co.uk

Yours sincerely



Carol Knight
Director
Duly authorised for and on behalf of

CT HOLDINGS & SERVICES LTD

To: CT HOLDINGS & SERVICES LTD

We agree the terms set out in this letter above.

Signed

Dated:

Duly authorised for and on behalf of