

**TRANSPARENCY INTERNATIONAL UK
STANDARD TERMS AND CONDITIONS**

	Membership (Gold)	Membership (Silver)	Benchmark Participant
Part 1	Applicable	Applicable	Applicable
Part 2	Applicable	Applicable	Non-applicable
Part 3	Applicable	Non-applicable	Applicable
Part 4	Applicable	Applicable	Applicable
Part 5	Applicable	Applicable	Applicable

1. PART 1: INTRODUCTION AND AGREEMENT TO TERMS AND CONDITIONS

- 1.1 **Transparency International UK (“TI-UK”)** is a registered charity (UK Charity Number 1112842) in the UK with a vision to create a world in which government politics, business, civil society and the daily lives of people are free of corruption. TI-UK works with companies in order to raise global standards, promote integrity, challenge corruption and create an economic environment in which clean businesses can compete on a level playing field.
- 1.2 This document sets out the standard terms and conditions (the “**Terms**”) which form an integral part of the agreement between you and TI-UK (together the “**Parties**”) with respect to your membership of TI-UK’s Business Integrity Forum (“**Membership**”) and/or participation in TI-UK’s Corporate Anti-Corruption Benchmark (“**Benchmark**”), as applicable.
- 1.3 You confirm and acknowledge that you have read the Terms and agree to be bound by the Terms applicable to you, as specified in your Engagement letter, which together with the below Terms comprise the Membership or Benchmark agreement (as applicable).
- 1.4 These Terms may be revised from time to time. In those circumstances, a replacement copy will be sent to you and uploaded to TI-UK’s website (www.transparency.org.uk). The revised Terms will apply with effect from two weeks from the earlier of: (i) the date you receive them (except to the extent otherwise agreed in writing by the Parties to the Membership Contract/Benchmark agreement (as applicable)) or (ii) the date they are uploaded on TI-UK’s website (www.transparency.org.uk). If you do not accept the revised Terms, you are free to terminate the Membership Contract/Benchmark agreement (as applicable) by giving notice to us within two weeks of the earlier of: (i) the date you receive the Terms or (ii) the date the Terms are uploaded on our website (www.transparency.org.uk). If we do not receive any such notice from you within the aforementioned timeframe, you will have deemed to have accepted the Terms with immediate effect.

2. PART 2: MEMBERSHIP TERMS AND CONDITIONS

- 2.1 The provisions set out in Part 3 (“General Terms”) are incorporated within this Part 2. In the event of an inconsistency or conflict between the wording of the General Terms and this Part 2, the wording in this Part 2 shall prevail.

Business Integrity Forum Principles

- 2.2 Members of TI-UK’s Business Integrity Forum (“**Members**” or, individually, “**Member**”) are expected to adhere to the following Business Integrity Forum Principles, to:

- (a) be committed to operating to high standards of integrity and transparency;
- (b) have, or implement within a stated period, an effective, risk-based Anti-Bribery and Corruption (“**ABC**”) programme throughout their operations;
- (c) be committed to a process of continuous improvement of the ABC programme; and
- (d) be committed to publicly state their commitment to operating to high standards of integrity and transparency and to report publicly on the ABC programme.

Membership Fees

- 2.3 TI-UK operates two levels of Membership to promote flexibility in the provision of TI-UK’s products and services.

Silver Membership

- (i) Companies with Silver Membership are entitled to certain benefits such as the right to use the TI-UK logo on your website, social channels and collateral to demonstrate your commitment to combatting corruption and promoting integrity and transparency; access to Business Integrity Forum events, and priority access to other TI-UK events that are advertised periodically, as further set out in the Engagement Letter and/or as communicated to you in writing from time to time.
- (ii) Other than small and medium-sized enterprises (“**SMEs**”) as set out in (iii) below, the annual fee for Silver Membership is £9,000 (exclusive of VAT).
- (iii) The annual fee for Silver Membership payable by SMEs is £7,000 (exclusive of VAT). For the purposes of this section, an “SME” is generally a company with turnover less than €10.2 million, a balance sheet total less than €10 million and fewer than 50 employees.

Gold Membership

- (iv) In addition to the benefits of Silver Membership, Companies with Gold Membership are entitled to access TI-UK’s Corporate Anti-Corruption Benchmark (which measures and compares the performance of anti-corruption programmes against TI-UK’s best practice guidance and across participating companies) (the “**Benchmark**”) as set out in Part 3 (“Benchmark Terms and Conditions”), as further set out in the Engagement Letter and/or as communicated to you in writing from time to time.
- (v) The annual fee for Gold Membership for companies of all sizes is £25,000 (exclusive of VAT).

Payments

- 2.4 TI-UK shall provide an invoice for the sum of the Membership fee in January or July every year, which are TI-UK’s billing cycles. The invoice shall set forth in detail the amounts to be paid and shall be payable by such Member within thirty (30) calendar days of the invoice date (the “**Payment Date**”).

Term

- 2.5 Membership is for a minimum commitment of two years, unless otherwise agreed between the Parties.
- 2.6 The Membership shall commence on the date of the signed Engagement Letter and shall be

automatically renewed each year unless the Member gives TI-UK written notice in accordance with article 2.15 to 2.19 below.

Eligibility Criteria

2.7 In order to become a Member, TI-UK requires a prospective applicant (the “**Applicant**”) and any returning company that wishes to renew its Membership (“**Returning Member**”) to undergo a screening and due diligence process in accordance with the procedures in this article 2.7.

(a) The screening and due diligence process for an Applicant or a Returning Member that wishes to renew its Membership after a three-year break period is as follows:

(i) the Applicant/Returning Member and TI-UK will engage in discussions to establish whether there is a genuine alignment of interests between the Parties. If so, the Applicant/Returning Member will be invited to commence the application process;

(ii) the application process comprises a multi-step due diligence process and the Applicant/Returning Member shall:

(A) undergo a web-based background check conducted by TI-UK for which TI-UK may utilise third party technological solutions to carry out open-web and database research; and

(B) attend an interview with TI-UK to discuss topics relating to:

(I) the Applicant/Returning Member’s motivations for their application and whether there is senior support for such application;

(II) the Applicant Applicant/Returning Member’s anti-corruption measures and organisational culture in relation to integrity; and

(III) any significant concerns that have arisen during the background check.

The interview should be conducted between a senior manager or director from the Applicant/Returning Company and a senior manager or trustee from TI-UK,

(iii) the results are collated in a report that is sent to TI-UK’s Finance, Risk & Audit Committee (the “**FRAC**”). Further interviews or information may be requested if deemed necessary by the FRAC; and

(iv) an email or letter is issued to the Applicant by a trustee of senior manager of TI-UK notifying the Applicant/Returning Member that its application has been successful; and

(v) the Applicant/Returning Member confirms its approval of the Membership and confirms that the Applicant/Returning Member’s board of directors has been made aware of the decision to enrol in Membership; or

(vi) if the application is unsuccessful, an email or letter is issued to the Applicant/Returning Member by a senior manager or trustee of TI-UK notifying the Applicant/Returning Member that its application has been unsuccessful and a brief explanation of the reasons why.

(b) The screening process for a Returning Member that wishes to renew its Membership within a three-year period is as follows:

- (i) a Returning Member will need to undergo a web-based background check and an open-web and database research in relation to the period when such Returning Member was not a Member; and
- (ii) if material changes are identified, for example, corruption allegations, investigations, senior management changes (at board or executive level), a change of business model, a move into higher risk markets, this will trigger the multi-step due diligence process outlined in (a) above; or
- (iii) if no material changes are identified, an email or letter will be issued to the Returning Member by a senior manager or trustee of TI-UK notifying the Returning Member that its application has been successful.

Publicity

- 2.8 Membership entails you with the right to use the TI-UK logo to communicate your Membership and commitment to TI-UK's Business Integrity Forum Principles and to reference or include your partnership with TI-UK in your marketing materials, including but not limited to the content of your website and other social media and reports you prepare. Upon becoming a Member, such a Member is encouraged to use the TI-UK logo and communicate in this regard.
- 2.9 However, the TI-UK logo and Membership may not be used to promote the Member's own products or services or be seen to endorse commercial activities of any kind or used in relation to a Member's activities in a way that insinuates, or could be construed as such, that TI-UK in any way approves or certifies the Member's anti-corruption efforts or that the Member has satisfied any applicable criteria prescribed by law or TI-UK's Business Integrity Forum Principles.
- 2.10 TI-UK shall have the right to identify you in materials produced by TI-UK and will publicly acknowledge new Members and list all Members on the TI-UK website, alongside each Member's logo, if provided by the Member, and in public materials.
- 2.11 In the case of companies with Gold Membership, TI-UK will additionally publicise their participation in the Benchmark, unless agreed otherwise with such Member.

Procedure for Investigating Allegations against a Member

- 2.12 If TI-UK is made aware of an alleged or confirmed incident of bribery or corruption concerning a Member, the procedure below shall be followed.
- 2.13 This procedure is generally carried out confidentially. However, TI-UK reserves the right to state publicly that it is in discussion with such Member in relation to the stated allegations, which may lead to suspension or termination of the Membership. It is TI-UK's policy to list the names of any Members with whom TI-UK is in dialogue in this respect on the "List of members" page of its Annual Impact Report which is published on the TI-UK website.
- (a) Where there is evidence of a credible allegation of bribery or corruption against a Member, TI-UK shall follow the steps below:
 - (i) **Step 1:** TI-UK will discuss the facts of the allegation, incident or ruling with its FRAC to assess whether the case merits a dialogue with the Member.
 - (ii) **Step 2:** TI-UK, through its FRAC, shall contact the Member through its designated contact and request a meeting to discuss the allegation, regulatory findings and/or evidence.

- (iii) **Step 3:** TI-UK, through its FRAC, shall engage with the Member to discuss the allegation or incident and review any associated documentation. TI-UK recognises that companies in this position will not always succeed in balancing the commitment to transparency against the need for confidentiality surrounding allegations and ongoing investigations.
- (iv) **Step 4:** TI-UK's FRAC shall assess the explanations provided by the Member and the facts of the allegation, incident or ruling and shall either conclude that:
 - (A) the Member's response is satisfactory and the allegation, incident or ruling is immaterial or pertains to an isolated incident and so no further action may be necessary;
 - (B) the Member's response is satisfactory but the allegation, incident or ruling is material, in which case the Member may be asked to take specific remedial actions, failing which the suspension or termination procedure is initiated; or
 - (C) the response is not forthcoming or not satisfactory, in which case the termination procedure (see article 2.14 below) is initiated.
- (b) It should be noted that if the Member's response is satisfactory but there is insufficient evidence to support this response, TI-UK shall continue to liaise with such Member until TI-UK is in a position to decide whether: (a) no further action is required; (b) remedial actions are necessary; or (c) to initiate the suspension or termination procedure. As part of this process, TI-UK may request the Member to provide further information on its efforts to strengthen its ABC programme.

Procedure for Suspending or Terminating Membership

- 2.14 In the event that TI-UK's FRAC concludes that a Member has not demonstrated a genuine commitment to remedial reforms, TI-UK shall be entitled to initiate suspension or termination action in accordance with this article 2.14.
- (a) If there has been a significant period of time since the allegation or incident of bribery of corruption, TI-UK may allow a Member to maintain its Membership if it is able to provide convincing evidence (oral and written) that the specific or systemic problem has been resolved. Such evidence may include a change in management, appropriate action taken against those involved, full cooperation with enforcement authorities, an admission of guilt, an appropriate remediation plan and evidence of a change in culture and leadership that is committed to genuine, meaningful reforms.
 - (b) TI-UK will terminate a Membership if a Member is unwilling or unable to provide such evidence.
 - (c) If the allegation or incident is more recent, TI-UK may suspend a Member pending further information becoming available.
 - (d) The decision to suspend or terminate will be taken by TI-UK's FRAC and will include an assessment based on the criteria outlined in 2.13 above.
 - (e) TI-UK may suspend a Member for 12 months, which may in certain cases be shortened or extended by TI-UK's FRAC as it deems appropriate. TI-UK shall inform the Member's Chief Executive Officer or equivalent officer of its decision. For the duration of the suspension:
 - (i) the Member may not attend Business Integrity Forum events;

- (ii) the Member's name shall be removed from the list of Business Integrity Forum members;
 - (iii) the Member shall remove any references on its own website or elsewhere of its support for TI-UK or its Membership;
 - (iv) the Member shall commit to meet periodically with TI-UK in order to allow TI-UK to assess whether such Member has taken the necessary steps to justify lifting its suspension or whether, in the absence of such action, the Membership should be terminated; and
 - (v) the Member shall cease payment of any Membership fees (or in kind support by the Member to TI-UK). TI-UK reserves the right to state publicly that the Member has been suspended.
- (f) Should TI-UK's board of trustees decide to terminate the Member, TI-UK shall:
- (i) write to the relevant senior contact or a designated senior contact to convey its decision; and
 - (i) place a statement on its website noting such termination.
 - (ii) A company may re-apply for Membership after a period of time (such time to be determined by TI-UK in its sole discretion and upon a material change in circumstances) has elapsed, and may be re-admitted after undergoing the Member's due diligence procedure if it is able to provide convincing evidence that there has been a sufficient change in culture, procedures and leadership such that repetition is unlikely. In exceptional circumstances, TI-UK would propose a deferred suspension. Under such an arrangement, the Member would not be suspended, but the Member and TI-UK would mutually agree on certain milestones over a set period, leading to a restoration of a Membership and the threat of suspension being lifted. If an agreement cannot be reached on the milestones after a set period, from a pre-agreed starting date, then suspension or termination will be activated. At any time during the set period, the suspension may be activated if: (a) the conditions are breached, (b) progress is clearly not being made, or (c) further material information comes to light.

Notice and Termination

- 2.15 Without limiting TI-UK's other rights or remedies and unless otherwise agreed by TI-UK in writing relating to exceptional circumstances, either Party may terminate the Membership by giving the other not less than six months' written notice before the Membership is set to renew.
- 2.16 Any Member whose Membership is discontinued as outlined in 2.14 above who wishes to re-join will need to:
- (a) ensure that the allegation or incident is resolved to TI-UK's satisfaction,
 - (b) go through an enhanced due diligence process; and
 - (c) pay the Membership fees, as applicable, as set out in article 2.3.
- 2.17 The Parties shall have the right to serve written notice terminating the Membership with immediate effect without any liability, if at any time, either party:
- (a) is guilty of gross misconduct affecting their business or any associated company;

- (b) commits a material breach of any term of these Terms and such breach is irremediable or where such breach is remediable, and that breach is not remedied within a period of 30 calendar days after being notified in writing to do so;
- (c) is involved in confirmed criminal activities;
- (d) commit any serious or persistent breach of a term or terms of these Terms;
- (e) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (f) enters into, or takes steps to enter into, administration, liquidation, a company voluntary arrangement, administrative receivership or similar procedures in any relevant jurisdiction; or
- (g) has a liquidator, insolvency manager, receiver, monitor or administrator or similar officer in any relevant jurisdiction appointed (whether out of court or otherwise),

in which case the Membership shall cease with immediate effect except for the provisions of articles 4.5 to 4.7 of Part 4 (“General Terms”) and any rights or liabilities that have accrued prior to termination pursuant to the Membership Contract (the “**Surviving Provisions**”).

- 2.18 Where either TI-UK or a Member are in breach of any of their respective obligations under the Membership and such breach or breaches taken together are material as a whole, the non-breaching party shall have the right to serve written notice on the party terminating the Membership with immediate effect (without prejudice to the Surviving Provisions).
- 2.19 If a Membership is terminated prior to completion of the six month period which the Member has committed to, the remainder of any pro rata fees due from such member shall be treated as a donation to TI-UK unless otherwise agreed between the Parties.

3. PART 3: BENCHMARK PARTICIPATION TERMS AND CONDITIONS

- 3.1 The provisions set out in Part 4 (“General Terms”) are incorporated within this Part 3. In the event of an inconsistency or conflict between the wording of the General Terms and this Part 3, the wording in this Part 3 shall prevail.

Benchmark Package

- 3.2 Upon subscription to the Benchmark (the “**Benchmark Participation**”), participants of the Benchmark (the “**Benchmark Participant**” or “**Benchmark Participants**”) shall have access to:
 - (a) the question set;
 - (b) independent verification for the first year of participation from either TI-UK or a Benchmark verification partner;
 - (c) the quarterly ‘deep dive’ workshops (exchanging information, ideas and best practice); and
 - (d) access to a secure results portal.

Benchmark Timeline

- 3.3 TI-UK will send out the question set to the Benchmark Participant in April of each annual cycle.
- 3.4 The Benchmark Participant will complete and submit its completed question set within eight weeks of receipt of the question set, unless agreed otherwise with TI-UK.
- 3.5 The verification partner will verify a subset of the question set responses for the first year of participation and the Benchmark Participant confirms that it will ensure that it makes the relevant employees available for this process, which will take place once the Benchmark Participant submits its data.
- 3.6 New Benchmark Participants will receive their preliminary benchmark score after verification has taken place. Returning Benchmark participations will receive their preliminary benchmark score typically three weeks after submission. All Participants will then have a period to review their preliminary scores and make changes if required. Participants are then provided with their final score typically eight weeks after submitting their results and will receive their peer benchmark ranking. The timings listed in these articles 3.3 to 3.6 are indicative only.

Payments

- 3.7 TI-UK shall provide an invoice to the Benchmark Participant in the sum of £16,000 (exclusive of VAT), unless the Participant is a Gold Member (see Part 2 “Membership Terms and Conditions” article 2.3), in which case the invoice provided shall be in line Part 2 (“Membership Terms and Conditions”) article 2.3. The invoice shall set forth in detail the amounts to be paid and shall be payable by such Benchmark Participant within thirty (30) calendar days of the invoice date.

Term

- 3.8 The Benchmark Participation shall commence on the date of the signed Benchmark Engagement Letter and shall be automatically renewed each year unless the Participant gives TI-UK written notice in accordance with articles 3.13 to 3.17 below.

Publicity

- 3.9 Upon becoming a Benchmark Participant, such a Benchmark Participant may publicise its participation in the Benchmark. Benchmark Participation does not, however, constitute membership of TI-UK unless the Benchmark Participant is additionally a Gold Member (see Part 2 “Membership Terms and Conditions” article 2.3).
- 3.10 As the Benchmark is a self-assessment and self-improvement tool, participation or strong performance in the Benchmark in no way constitutes an endorsement from TI-UK of the Benchmark Participant’s anti-bribery and corruption efforts and the Benchmark Participant shall not publicise their Benchmark Participation in such a way that states or implies otherwise.
- 3.11 Benchmark Participants are not permitted to make public their score or ranking. However, Participants are permitted to share their score or ranking with their investors and business partners on a confidential basis. Sharing their score or ranking beyond these identified stakeholders requires prior written consent from TI-UK.
- 3.12 TI-UK may list Benchmark Participants in its own internal reporting materials and shall also refer to such participants in its legal obligations to comply with reporting requirements relating to income sources, including Benchmark participation fees, in its Annual Report and Accounts.

Notice and Termination

- 3.13 Subject to article 3.17, and without limiting TI-UK’s other rights or remedies, either Party may

terminate the Benchmark Contract by giving not less than six months' written notice to the other before the Benchmark agreement is set to renew.

3.14 If a Gold Member, such Member's Benchmark Participation shall terminate in accordance with Part 2 ("Membership Terms and Conditions") articles 2.15 to 2.19.

3.15 The Parties shall have the right to serve written notice terminating the Participation with immediate effect without any liability, if at any time, either party:

(a) is guilty of gross misconduct affecting the business of TI-UK or any associated company;

(b) commits a material breach of any term of these Terms and such breach is irremediable or where such breach is remediable, and that breach is not remedied within a period of 30 calendar days after being notified in writing to do so;

(c) is involved in criminal activities;

(d) commit any serious or persistent breach of a term or terms of these Terms;

(e) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(f) enters into, or takes steps to enter into, administration, liquidation, a company voluntary arrangement, administrative receivership or similar procedures in any relevant jurisdiction; or

(g) has a liquidator, insolvency manager, receiver, monitor or administrator or similar officer in any relevant jurisdiction appointed (whether out of court or otherwise),

in which case the Benchmark agreement shall cease with immediate effect except for the provisions of article 3.18 below and 4.5 to 4.7 of Part 4 ("General Terms") of these Terms and any rights or liabilities that have accrued prior to termination pursuant to the Benchmark Contract (the "**Surviving Provisions**").

3.16 Where either TI-UK or a Benchmark Participant are in breach of any of their respective obligations and such breach or breaches taken together are material as a whole, the non-breaching party shall have the right to serve written notice on the party terminating the agreement with immediate effect (without prejudice to the Surviving Provisions).

3.17 If a Benchmark Participation is terminated prior to completion of the six month period which the Benchmark Participant has committed to, the remainder of any pro rata fees due shall be treated as a donation to TI-UK.

Benchmark Data Confidentiality

3.18 All benchmarking data received is treated confidentially.

3.19 All results are anonymised so that participants only have visibility on where their company sits within the group but not the score or ranking of other named companies.

3.20 Where sufficient participants exist in a particular demographic, the results can be filtered by, for example, industry, but such filters would not be applied if this were at the expense of removing anonymity.

3.21 The data that is submitted for benchmarking is shared with the agreed verification partners in order to carry out verification checks in connection with the Benchmark. The verification partners agree that they will not use the data for any purpose other than fulfilling their role as

verifiers in the Benchmark.

- 3.22 TI-UK shall disclose confidential information including the Benchmark question set to the benchmarking review partner for the purposes of taking part in the Benchmark (the “**Purpose**”). Each verification partner agrees and undertakes:
- (a) not to use confidential information for any purpose other than the Purpose without obtaining the prior written consent of TI-UK;
 - (b) to only disclose confidential information to the extent necessary to those of its Representatives to whom disclosure is reasonably necessary for performance of the Purpose; and
 - (c) not to disclose confidential information to any third party.
- 3.23 Neither the Terms nor the supply of any confidential information grants the verification partner any licence, interest or right in respect of any Intellectual Property rights of TI-UK except the right to copy the confidential information solely for the Purpose.
- 3.24 TI-UK may use anonymised and aggregated data for other Transparency International purposes but will not use that information in such a way that attributes any results to a particular Benchmark Participant without prior permission in writing. This would typically be to highlight trends and best practice in line with TI-UK’s educational mission as a charity.

4. PART 4: GENERAL TERMS

Instructions and Authority to Act

- 4.1 We will assume, unless you instruct us otherwise, that any of your directors or employees who provide us with instructions are authorised to do so and that we may act on instructions given orally. Where appropriate we may be required to verify the identity of such persons.
- 4.2 All Parties signing the Engagement Letter represent and warrant that they are fully authorised to enter into such agreement, and in the case of signatories agreeing on behalf of organisations, to bind the organisation or organisations to the terms in the Membership/Benchmark agreement (as applicable) and the incorporated Terms.

Fees and Payments

- 4.3 TI-UK reserves the right to revise our fees during the course of Membership Benchmark Participation (as applicable). Following any such revision, we will notify you in writing of any new fees payable within 30 calendar days of such revision. The revised fees shall take effect from the renewal date.
- 4.4 The fees payable are your responsibility whether or not a third party has agreed to pay them and whether or not you are entitled to recover any part of them from a third party.

Confidentiality

- 4.5 Each party:
- (a) shall treat as strictly confidential:
 - (i) the provisions of the Engagement Letter and any other documents in relation to Membership Benchmark Participation (as applicable) and any related negotiations; and
 - (ii) any non-public information, personally identifiable information, trade secret or

know-how, including, but not limited to, information and data made, conceived or developed or disclosed by either party hereto to the other party, either directly or indirectly in writing, orally or otherwise during the course of Membership Benchmark Participation (as applicable),

(together, “**Confidential Information**”); and

(b) except to its Representatives, shall not, except with the prior written consent of the other party (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of performing its obligations under Membership/Benchmark Participation (as applicable)) or disclose to any person any Confidential Information.

4.6 Article 4.5 shall not apply if and to the extent that the party using or disclosing Confidential Information or making such announcement can demonstrate that:

(a) such disclosure or announcement is required by any Laws or by any stock exchange or any supervisory, regulatory, governmental or anti-trust body having applicable jurisdiction; or

(b) the Confidential Information concerned is in, or has come into, the public domain other than through its fault or the fault of any of its Representatives.

4.7 Upon termination of Membership Benchmark Participation (as applicable), each Party shall as soon as is reasonably practicable return to the other Party all Confidential Information received by them by virtue of the Engagement and/or in their possession and the return of Confidential Information shall not relieve a party of its obligations under the Terms for the term of the Engagement and for a period of one year thereafter. A party may retain any copies of such Confidential Information where required to do so to comply with Laws or pursuant to a party’s electronic data retention policies or for compliance purposes.

Data Protection

4.8 Each party agree to act in accordance with all applicable data protection and privacy legislation at all times.

4.9 If the Parties agree upon conducting a processing activity over personal information, acting as processors or controllers, the parties shall sign-off an agreement, before starting to process the personal information, whereby they commit themselves to process the personal information providing sufficient guarantees and determine their respective responsibilities, in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council or General Data Protection Regulation (GDPR), or other appropriate privacy law as applicable in the country of scope.

4.10 TI-UK’s privacy policy can be found on its website: <https://www.transparency.org.uk/privacy-policy>

4.11 TI-UK reserves the right to charge you for the time and expense involved in responding to any data subject access request, under any applicable data protection and privacy legislation, received by us from a third party in connection with your Membership/Benchmark Participation (as applicable) and any related matters. This obligation will survive the termination of these Terms and our relationship with you.

Intellectual Property

4.12 Except as otherwise agreed in writing by the Parties, each party acknowledges and agrees that:

(a) the other party shall retain full title in and exclusive ownership of all of its Intellectual Property which has been or is disclosed or used during the course of Membership

Benchmark Participation (as applicable);

- (b) it shall not use the other party's Intellectual Property;
- (c) it (or any third party) shall not acquire, nor claim, any right, title or interest whatsoever in or to any of the other party's Intellectual Property by virtue of Membership Benchmark Participation (as applicable) or by its use of any of such party's Intellectual Property; and

- 4.13 Where a party agrees in writing that the other party may use its Intellectual Property, each party shall comply with all specifications from the other party in relation to the use of Intellectual Property of such other party.

Zero Tolerance Approach to Bribery

- 4.14 TI-UK's approach to bribery is one of zero tolerance. TI-UK will therefore where reasonable and practicably feasible to do so, aim to assist Members/Benchmark Participants in addressing challenges with implementing a zero tolerance approach through the provision of practical guidance.

Limitation of Liability

- 4.15 In connection with Membership Benchmark Participation (as applicable) neither party shall be liable to the other party for any direct or indirect loss, damage, fees or costs (including attorney's fees) ("**Losses**") except for any Losses arising out of the fraud, gross negligence or wilful misconduct of the other party. Notwithstanding the foregoing, each party's total liability arising out of or in connection with this Membership/Participation shall be limited to £100,000 in aggregate.

Delegation

- 4.16 Notwithstanding any other term of the Membership/Benchmarking (as applicable), you acknowledge and agree that TI-UK may subcontract or delegate in any matter any or all of its obligations under the Membership/Benchmarking (as applicable) to any of its Affiliates.

Non-Assignability

- 4.17 Except with the prior written consent of the other party, no party shall assign, transfer, charge or otherwise deal with all or any of its rights under Membership Benchmark Participation (as applicable) nor grant, declare, create or dispose of any right or interest in it. The terms and conditions of shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

Amendment and Waiver

- 4.18 Except as set out at article 1.4 or otherwise provided herein, no modification, amendment, or waiver of any provision of Membership Benchmark Participation (as applicable) or these Terms shall be effective against any party unless such modification, amendment, or waiver has been approved in writing by such party. No course of dealing or the failure of any party to enforce any of the provisions of Membership/Benchmark Participation (as applicable) shall in any way operate as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of Membership/Benchmark Participation (as applicable) in accordance with the incorporated Terms.

4.19 Governing Law and Jurisdiction

- (a) Membership/Benchmark Participation (as applicable) and the incorporated Terms and any contractual or non-contractual claims arising out of or in connection with them shall be governed by the laws of England and Wales.

- (b) Subject to article 4.19(c), you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any dispute or claim including a dispute or claim relating to any non-contractual obligation arising out of or in connection with Membership Benchmark Participation (as applicable) and the Terms. The courts of England and Wales are the most appropriate and convenient courts to settle any such dispute and the incorporated Terms. You agree not to argue to the contrary and waives objection to those courts on the grounds of inconvenient forum or otherwise.
- (c) If a dispute arises between the Parties each party shall appoint up to two (2) representatives to engage in consultations with the other party. Such representatives shall undertake good faith discussions for a period of 60 calendar days to resolve such dispute prior to undertaking any legal proceedings.
- (d) References in this article 4.19 to a “dispute” in connection with Membership/Benchmark Participation (as applicable) or the Terms includes any dispute as to the existence, validity or termination of the Membership/Benchmark Participation (as applicable) or the incorporated Terms.

Third party Rights

- 4.20 A person who is not a party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Invalidity

- 4.21 Where any provision of the Terms is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction then such provision shall be deemed to be severed from the Terms and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the parties under the Terms and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of the Terms.

4.22 Entire Agreement and Remedies

- (a) Membership/Benchmark Participation (as applicable) and incorporated Terms sets out the entire agreement between the parties and, save to the extent expressly set out in the Membership/Benchmark Participation agreement (as applicable) and Terms or any other related document, supersedes and extinguishes any prior drafts, agreements (including any data confidentiality or non-disclosure agreements), undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This article 4.22 shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.
- (b) The rights, powers, privileges and remedies provided in Membership/Benchmark Participation (as applicable) are cumulative and not exclusive of any rights, powers, privileges or remedies provided by Law.

4.23 Notices

- (a) Any notice or other communication given under the Terms or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed as provided in this article 4.23(b) and served:
 - (i) by leaving it at the relevant address in which case it shall be deemed to have been given upon delivery to that address;
 - (ii) if within the United Kingdom, by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting;

- (iii) if from or to any place outside the United Kingdom, by air courier, in which case it shall be deemed to have been given two Business Days after its delivery to a representative of the courier;
- (iv) if from or to any place outside the United Kingdom, by pre-paid airmail, in which case it shall be deemed to have been given five Business Days after the date of posting; or
- (v) by e-mail, in which case it shall be deemed to have been given when despatched subject to confirmation of delivery by a delivery receipt,

provided that in the case of sub-section (iv) and (v) above any notice despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- (b) Notices under the Terms shall be sent for the attention of the person and to the address or e-mail address, subject to article 4.23(c), as set out below:

For TI-UK: For the attention of: Head of Business Integrity, Transparency International UK

Address: 10 Queen Street Place, London, EC4R 1AG

E-mail address: businessintegrity@transparency.org.uk

For you: as specified in the Membership/Benchmark Participant agreement (as applicable).

- (c) Any party to the Membership/Benchmarking (as applicable) may notify the other party of any change to its address or other details specified in article 4.23(b) provided that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later.

Complaints

- 4.24 If you would like to discuss how TI-UK's services could be improved, or if you are dissatisfied with the provision of TI-UK's services or if you would like to request a copy of TI-UK's complaints policy, please contact businessintegrity@transparency.org.uk. We will look into any complaint carefully and promptly.

5. PART 5: DEFINITIONS

- 5.1 Capitalised words and phrases in the Terms shall have the same meaning as in the Membership/Benchmarking agreement (as applicable) unless otherwise defined below.

- 5.2 In these Terms, unless the context otherwise requires:

“Affiliate” means, in relation to a body corporate, any subsidiary or holding company of such body corporate, and any subsidiary of any such holding company, in each case from time to time;

“Business Day” means a day (other than a Saturday or Sunday) on which banks in the City of London are open for ordinary banking business;

“Confidential Information” has the meaning given to it in article 4.5;

“Engagement” has the meaning given to it in the Engagement Letter;

“Intellectual Property” means all rights in patents, utility models, trade marks, service marks,

logos, getup, trade names, internet domain names, copyright (including rights in computer software), design rights, moral rights, database rights, topography rights, plant variety rights, confidential information and knowledge (including know how, inventions, secret formulae and processes, market information, and lists of customers and suppliers), and rights protecting goodwill and reputation, in all cases whether registered or unregistered; all other forms of protection having a similar nature or effect anywhere in the world to any of the foregoing and applications for or registrations of any of the foregoing rights;

“**Laws**” means all applicable legislation, statutes, directives, regulations, judgments, decisions, decrees, orders, instruments, by-laws, and other legislative measures or decisions having the force of law, treaties, conventions and other agreements between states, or between states and the European Union or other supranational bodies, rules of common law, customary law and equity and all civil or other codes and all other laws of, or having effect in, any jurisdiction from time to time (and “**Law**” shall be construed accordingly);

“**Membership**” has the meaning given to it in the Membership Engagement Letter

“**Benchmark Participant**” has the meaning given to it in the Benchmark Participation Engagement Letter

“**Representatives**” means, in relation to a party, its Affiliates and their respective directors, members, officers, employees, agents, consultants and advisers;

“**Terms**” has the meaning given to it in article 1.2;

“**we**” means TI-UK;

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day; and

“**you**” means the Engaging Party (as defined in the Membership Benchmark Engagement Letter (as applicable)).