

HEALTHCONNECT

TERMS AND CONDITIONS OF MEMBERSHIP

These terms and conditions shall govern your membership with The Centre of Excellence for Life Sciences Limited (trading as HealthConnect) ("**HealthConnect**"). By submitting your application for membership of HealthConnect you agree to abide by these terms and conditions. HealthConnect reserves the right to amend these Terms and Conditions from time to time.

1. APPLICATION FOR MEMBERSHIP

- 1.1 All applications for membership from companies/organisations or individuals must be made by completing the relevant application form by mail or via our website.
- 1.2 All companies/ organisations or individuals applying for membership of HealthConnect must be eligible for membership in accordance with the following:
 - 1.2.1 in relation to a company/ organisation membership eligibility will be determined on the basis of the company's major activities which should be directly related to biomedicine and healthcare and will include the research, development and production of, biomedical products, devices and services, or the manufacturing of biological products and devices for the benefit of healthcare. In addition those companies who supply services to the above companies will be considered on a case by case basis.
 - 1.2.2 in relation to an individual membership a person must be an undergraduate, postgraduate, academic, clinician or professional with an association to the area of biomedicine and healthcare and its commercial applications. Membership of individuals from other areas will be subject to approval on a case by case basis.
- 1.3 Eligibility for membership will be determined by HealthConnect and in considering whether a person is eligible HealthConnect will take into account factors including, but not limited to satisfactory trading references, financial stability, continued activity in biomedicine and/ or healthcare and in some instances (in the case of incorporated applicants) whether any director of the applicant has held a similar position in a company that has undergone an insolvency process. HealthConnect has sole discretion to determine whether a company has, for the purposes of this application, traded satisfactorily.
- 1.4 Where a Director of an applicant company has been a director of a company that has undergone any insolvency process, HealthConnect may request financial statements or trading references relating to the previous company. This information may be taken into account as part of the application process.
- 1.5 Subject to the above requirements having been met, membership is effective upon receipt in cleared funds of the membership fee and acceptance of the application by HealthConnect.
- 1.6 HealthConnect reserves the right to reject a membership application for any reason it deems appropriate. The applicant will be notified of such a decision

in writing and any membership fee refunded within 28 days of HealthConnect's decision.

- 1.7 Applicants must ensure that all information provided is, to the best of their knowledge, complete and accurate at the date of application. Where false or misleading information is provided, HealthConnect reserves the right to terminate membership without refund.

2. TERMS OF MEMBERSHIP

- 2.1 A company or individual becoming a member of HealthConnect agrees to undertake to operate in accordance with the following requirements of this clause 2.
- 2.2 If the member wishes to promote its services through its membership of HealthConnect, to do so in such a way as to avoid any negative impact on HealthConnect or its members.
- 2.3 Upon request by HealthConnect at any time, members shall complete audit questionnaires and provide such other information as HealthConnect may require from time to time, to assist HealthConnect in its performance measurement or otherwise. The questionnaires will include (without limitation) details of the member's: turnover, number of employees, benefits of HealthConnect membership, other state aid received in the last rolling three years, details of policies, date of creation of subsidiary/ associated companies.
- 2.4 Each member agrees not to do or omit to do anything which brings or may bring HealthConnect or its members into disrepute or damage the goodwill of HealthConnect or its members.
- 2.5 The member agrees not to use the HealthConnect name or any of its logos, trade marks, trade names, service marks or other intellectual property rights in any way without the prior written consent of HealthConnect. A fee may be payable to HealthConnect for such consent.
- 2.6 All members shall respond promptly and reasonably to any networking requests from other members of HealthConnect.
- 2.7 All press releases or advertisements by members in connection with their membership must refer to HealthConnect and be previously approved by HealthConnect.

3. MEMBERSHIP FEES

- 3.1 The annual membership fees for membership to HealthConnect are as follows:

Category	Employees	Fees
Company		
Micro	1 to 5	£150
Small	6 to 15	£250
Medium	16 to 250	£400
Large	Over 250	£600
Associates		£600
Students		£20
Academics		£50
University		£600

The above fees are exclusive of VAT, which is payable in addition by the member at the standard applicable rate.

3.2 The relevant membership fee shall be sent to HealthConnect with the application form by:

3.2.1 cheque (made payable to the Centre of Excellence for Life Sciences Limited in sterling from a UK bank account)

3.2.2 cash; or

3.2.3 credit card – by providing details of your address including the postcode, card number, expiry date and the 3 digit security code on the reverse of the card.

No application for membership will be considered by HealthConnect without such payment.

3.3 The membership fees are due annually on 1 April in each year. Shorter periods of membership will only be considered in the first year of membership.

3.4 If the first year of a member's initial membership commences part way through a year the member shall pay the annual membership fee for such year calculated on a pro rata basis.

3.5 Payment of the membership fee for all subsequent years will be due and payable to HealthConnect on or before 1 April in each year.

3.6 HealthConnect shall send each member an invoice in respect of the membership fees after receipt of cleared funds from such member.

3.7 In the event that a member fails to pay any membership fees by the due date for payment HealthConnect may terminate their membership with immediate effect.

4. TERMINATION

- 4.1 Subject to the member paying the membership fees by the due date, membership shall continue until terminated by the member or HealthConnect in accordance with these terms.
- 4.2 HealthConnect may suspend or expel any member who is found to have ceased to meet the membership criteria, or who is found to have prejudiced the well-being or reputation of HealthConnect or any other member of HealthConnect.
- 4.3 A member may terminate its membership by providing HealthConnect no less than one month's written notice such notice to end on 31 March each year. Membership will cease at the expiration of the notice period.
- 4.4 HealthConnect may terminate any member's membership at any time by giving the member notice in writing in any of the following circumstances:
 - 4.4.1 a member fails to pay any sum due to HealthConnect by its due date;
 - 4.4.2 a member is in breach of these terms and conditions;
 - 4.4.3 in the opinion of HealthConnect a member brings or may bring HealthConnect into disrepute or have or may have damaged the reputation or goodwill of HealthConnect, any of its other members.
 - 4.4.4 a member (being a company) becomes insolvent as defined in section 123 of the Insolvency Act 1986, enters into liquidation, passes a resolution for its winding up, makes any proposal or arrangement with its creditors in satisfaction of its debts, an administration order is presented against it or a receiver or administration receiver is appointed or anything analogous with the above occurs in respect of an individual;
 - 4.4.5 a member being an individual, is convicted of a criminal offence; or
 - 4.4.6 any other reason which HealthConnect in its sole discretion considers makes any member unsuitable or ineligible for membership.
- 4.5 No refund of any membership fees will be made by HealthConnect on termination or cessation of membership for any reason.
- 4.6 Where a company/organisation ceases to be a member all previous consents or approvals given by HealthConnect to the member in relation to the use of the name HealthConnect or otherwise shall immediately be withdrawn and the member must remove all references to HealthConnect from its stationery and promotional material within 14 days of such cessation. After this date, use of the logo will be deemed an infringement of HealthConnect's intellectual property rights.

5. LIMITATION

HealthConnect do not accept any responsibility for and do not give any warranties or representations in respect of any services recommended by HealthConnect or any introductions to third parties made by HealthConnect to members and HealthConnect shall not be liable for any actions or omissions

of any such third parties notwithstanding that such third party may have been introduced to a member by HealthConnect.