

C-Suite Membership

Winmark Limited Services Agreement

winmark

Introduction

Welcome to the Winmark C-Suite ecosystem, we are delighted to be working with you. Always remember we are here to help you achieve your goals and are open to new ideas and suggestions.

This document is important because it explains how the membership agreement works, what is included, what we commit to and how we look after you and your data. Our aim and hope is that you will read it and keep for reference should you need to check any of the terms of business or policies.

If you are worried about anything related to privacy or any other legal matter, please do give us a call or send us an email. We will take immediate action to investigate and provide assurance to you.

This document includes member benefits (Schedule A) and our commitment to you (Schedule B).

Member Benefits & Services		
Schedule A		
The C-Suite Membership subscription entitles the Member and Listed Colleagues to receive the following benefits and services.		
DEDICATED ACCOUNT MANAGEMENT - For You		
Member Engagement Plan	Consult the Membership	Ongoing Support
We interview you to match your objectives with tailored solutions and introductions.	A platform for crowdsourcing ideas, templates and solutions with other members.	The network will help you address challenges as they arise, providing strategic antennae, practical support and innovation edge.
STRATEGIC INSIGHTS - For You and Your Senior Team		
Senior Team Development	CXO Meetings and C-Suite Conferences	Thought Leadership, Research & Study Tours

Our Commitment to You	
Schedule B	
Winmark Purpose To inspire the Global C-Suite to create Value for All	
	Diversity & Inclusion Winmark strives to ensure its Membership, Advisory Panels and activities are inclusive of all communities. To ensure we achieve this, we have a long-standing Diversity Advisory Panel.
	Intellectual Independence & Rigour Each Network is run for the benefit of members and is led by a chair and advisory panel. Winmark follows a peer-to-peer learning approach using case studies and real-life examples from established and emerging organisations.
	Priority for Network Members Members will always be given priority to attend their own Network meetings. Other C-Suite meetings are open to members on request, subject to restrictions.

It also includes the terms of business (Schedule C) and our privacy data policy (Schedule D)

Terms of Business			
Schedule C			
Our terms of business are normal for a membership organisation and in summary they include the below four elements:			
			
How long the membership is for, how much it costs and confidentiality rules	A get 'out of jail' clause that basically says you can't blame us for what you do	How renewals, termination and mediation works, and by which laws Winmark is governed	You're not allowed to approach or steal our great staff, because we love them.

Data Privacy Policy			
Schedule D			
You own your data and we look after it to help us deliver our services to you. To ensure this our data privacy policy is designed to do four main things:			
			
Respect and Protect your Data	Enable you to get the most from us	Ensure your data is only used for legitimate purposes	Ensure your data is retained for as long as you want or is required by law

Schedule E is the agreement for which may have already been captured in correspondence.

Agreement Form	
Schedule E	
If this agreement has already been captured in emails this form does not need to be completed but the document should still be sent and read by the member, so they understand the terms of the agreement.	
I would like to subscribe to the Winmark CXO Network	
Name:	Organisation:
Position:	Address:
Tel:	(invoice)

Winmark Limited, 7 Berghem Mews, Blythe Road, London, W14 0HN, United Kingdom
John Jeffcock, Chief Executive on +44 20 7605 8000 or at john.jeffcock@winmarkglobal.com
www.winmarkglobal.com

C-Suite Membership

Winmark Limited Services Agreement



Member Benefits & Services

Schedule A

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STRATEGIC INSIGHTS - For You and Your Senior Team		
Senior Team Development	CXO Meetings and C-Suite Conferences	Thought Leadership, Research & Study Tours
Key members of your leadership team are included in the membership and can participate in events, masterclasses and the digital community.	Regular roundtable meetings with peers and bi-annual conferences with members across all networks.	Behind the scenes access to innovative organisations, insights into future trends through collated world-leading thought leadership and C-Suite research.
OPERATIONAL & TECHNICAL RESOURCES – For You and Your Team		
Masterclasses	Tools & Best Practice	Digital Community
One-day intensive courses to update and develop executives. These are open to all your team and includes the renowned One Day MBA.	Function maps, frameworks and best practice across the C-Suite.	Our exclusive private members platform allows you and your team to access on-demand meeting recordings and resources as well as connect and collaborate with other members.
PERSONAL SUPPORT – For You		
Profile Raising	Career Support	Career Transition
Online profile-raising exercises to help members build their reputation outside of their organisation.	Career conversations, with John Jeffcock our CEO and author of 'The Suite Spot'.	Office and executive search support for members in transition

Our Commitment to You

Schedule B

Winmark Purpose

To inspire the Global C-Suite to create Value for All



Diversity & Inclusion

Winmark strives to ensure its Membership, Advisory Panels and activities are inclusive of all communities. To ensure we achieve this, we have a long-standing Diversity Advisory Panel.

Intellectual Independence & Rigour

Each Network is run for the benefit of members and is led by a chair and advisory panel. Winmark follows a peer-to-peer learning approach using case studies and real-life examples from established and emerging organisations.



Priority for Network Members

Members will always be given priority to attend their own Network meetings. Other C-Suite meetings are open to members on request, subject to restrictions.

Guaranteed Seniority

We encourage Members to invite peers to meetings. To ensure discussions are useful and at the appropriate level, we reserve the right to refuse access to any registrant who fails to meet the required seniority.



A Safe Space

All meetings are held under [Chatham House Rule](#) and the recording or filming of meetings by attendees is strictly prohibited.

Sales-Free Environment

We aim to keep all our meetings and events practitioner-led to ensure that attendees are not exposed to unwanted sales approaches.

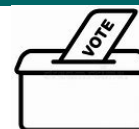


Regulator-Free Zone

The Network Advisory Panel has a right to veto any government regulator who applies to join their Network. We do however occasionally invite regulators to speak at meetings, where appropriate.

Partners Right to Veto

Technical Partners invest substantially in the networks and are given unique access. As such they have a right to veto individuals coming from other Networks who belong to competing organisations.



Media Relations

Journalists and media representatives will never be invited to join a Winmark meeting without informing attendees first. Media organisations however, may join as members, if they fit the membership criteria.

Membership Protection

Members are expected to conduct themselves in a professional manner and treat others with courtesy. Those who do not, may have their membership frozen for an unlimited time with no refunds.



Terms of Business

Schedule C

Our terms of business are normal for a membership organisation and in summary they include the below four elements:



How long the membership is for, how much it costs and confidentiality rules



A get 'out of jail' clause that basically says you can't blame us for what you do



How renewals, termination and mediation works, and by which laws Winmark is governed



You're not allowed to approach or steal our great staff, because we love them.

These four areas are explained more fully below:

1. Membership

- 1.1. The Member's participation in the Membership Programme shall commence on the Start Date and shall continue until terminated by notice in accordance with clause 5.1.
- 1.2. The Membership Fee shall be paid by the Member to Winmark in full within 21 days of receipt of invoice. If the Member decides to cancel the membership after the membership has commenced, the Member has no right to any refund of the unexpired portion of the Membership Fee.
- 1.3. Subject to paragraph 2.1 below, the Member shall be entitled during the Membership Period to participate (where applicable, by the attendance of Listed Colleagues) in meetings, seminars, working groups and reviews and to have access to the network Website and to receive documents and other materials in each case as specified in respect of the Membership Period relevant to those parts of the Membership Programme specified and in respect of which the Member has paid the Membership Fee at no charge additional to the Membership Fee.

2. Winmark Rights

- 2.1. Winmark reserves the right to vary the terms and conditions of this Agreement by giving one month's notice in writing of the variation.
- 2.2. Winmark reserves the right to postpone or cancel, or vary the scope or content of, any meetings, seminars, working groups, reviews, documents or materials scheduled or proposed in connection with the Membership Programme without prior notice.
- 2.3. Winmark retains all intellectual property rights (including, in particular, copyright) in all documents and other written materials, which are provided to the Member in connection with the Membership Programme. The Member undertakes not to do any act which would or might infringe Winmark's rights in, and to keep in strict confidence and not to copy or disclose to any third party without Winmark's prior written consent, any such document or

other written materials or the contents of them.

- 2.4. In the event of a breach of any of the terms of this Agreement by the Member Winmark has the right to terminate this Agreement in which event the Member has no right to any refund of the unexpired portion of the Membership Fee.
- 2.5. The Member acknowledges that, except where expressly agreed by Winmark, all meetings, seminars, working groups, reviews, documents and materials conducted or prepared in connection with the Membership Programme shall not be conducted or prepared specifically for the Member and, except where so agreed, the Member shall not rely upon or otherwise act in accordance with any information or advice (in whatever form) provided in connection with the Membership Programme without first seeking advice in relation to the Member's specific requirements. Accordingly, except where so agreed in writing, Winmark shall not be liable for any loss or damage (whether arising in contract, tort including negligence or otherwise) incurred by the Member acting in reliance upon or in accordance with any such information or advice.
- 2.6. Without prejudice, Winmark's liability to the Member for any loss or damage (whether arising in contract, tort including negligence or otherwise) incurred by the Member acting in reliance upon or in accordance with any information or advice (in whatever form) provided in connection with the Membership Programme expressly agreed by Winmark to be conducted or prepared specifically for the Member or otherwise in connection with the Membership Programme or this Agreement shall be limited to the quantum of the annual value of the Membership Fee. Winmark shall not be liable under any circumstances for any loss or damage, which is indirect or consequential.

3. Information & Providers

- 3.1. Access to information sources, which are included as part of membership is limited to those individuals listed on the Membership Engagement Forms (MEP) and Partnership Agreements. This is enforced through the password protected area of the network website and all names are recorded on the Winmark CIS. Members and Partners may request a copy of their list at any time and may submit new names that they want to be added. Unnamed members and partners should not be given access to the password protected areas or information sources.
- 3.2. Membership details are listed on the Winmark customer data base and has the right to list the members' company name in event and sales collateral. Winmark is a registered company with the UK's Information Commissioner's Office.

4. Liability

- 4.1. Notwithstanding the foregoing, Winmark does not exclude liability for death or personal injury resulting from its own negligence or that of its employees or agents.

5. Automatic renewal and Termination

- 5.1. This Agreement may be terminated by the Member giving one month's notice in writing prior to the end of this Agreement. Failure to do so will mean that the Membership will roll over into the following year and the full Membership Fee will be payable on the first day of the following Membership Period.
- 5.2. In the event that the initial Membership Period was for a period in excess of one year the roll over subscription referred to in Clause 5.1 shall refer to a Membership Period of one year commencing on the day following the last day of the initial Membership Period.

6. Mediation

- 6.1. If a dispute arises out of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The fees for the mediation will be borne equally by the parties.

7. Poaching

- 7.1. The Member undertakes to Winmark that it will not for a period of one year from the termination of this Agreement entice away or endeavour to entice away from Winmark any employee or consultant of Winmark. The Member acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of Winmark.

8. Confidentiality

- 8.1. The terms and conditions of this Agreement are confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effect its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.
- 8.2. The member is not entitled to invite any person(s) outside of their organisation to any event without the prior express permission of Winmark.

9. Agreement and Law

- 9.1. The Member shall not assign or delegate or otherwise deal with any of its rights or obligations under this Agreement without the express agreement of Winmark, which shall not be unreasonably withheld.
- 9.2. This Agreement contains the entire statement of terms of the Member's participation in the Membership Programme and, in the event of any conflict between this Agreement and any brochure, fact sheet, prospectus or other document in connection with the Membership Programme, this Agreement shall prevail.
- 9.3. The Member shall not adversely comment publicly or issue any information or statement publicly concerning the Membership Programme (or any part of it) without Winmark's prior written consent.
- 9.4. This Agreement is governed by, and shall be construed in accordance with, English law and any claims and disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 9.5. If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

10. Third Party Rights

- 10.1. A person who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Data Privacy Policy

Schedule D

You own your data and we look after it to help us deliver our services to you. To ensure this our data privacy policy is designed to do four main things:



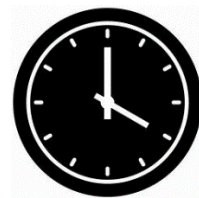
Respect and Protect
your Data



Enable you to get the
most from us



Ensure your data is
only used for
legitimate purposes



Ensure your data is
retained for as long as
you want or is
required by law

These four areas are explained more fully below:

1. Policy

The policy of Winmark is to respect and protect the privacy of the people we work with. To fulfil this policy, Winmark agrees to exercise reasonable precautions to maintain the confidentiality of information provided by you in connection with the membership activity. Winmark does not collect personal information about individuals except when specifically and knowingly provided by such individuals, and Winmark will not sell, rent or trade personal information about yourself or any member of your team to any third party.

2. Use of Information

Winmark uses the information you provide to manage your membership including inviting you to be part of activities, responding to your requests, make connections and other initiatives which add value to you, your team and organisation. From time to time we may request details from you such as name, address, e-mail address, telephone number, areas of expertise, challenges and opportunities, structures and ambitions.

3. Disclosure of Information

Winmark may disclose personal information: (1) when we have reason to believe that disclosing this information is necessary by law, (2) when the event hosts require it for security reasons or other administration; (3) to our Winmark member who may also be interested in your experience; (4) in the password protected members' area of the Winmark website and (5) in situations involving threats to the physical safety of any person. For further information please request the [Winmark Data Policy](#) at any time.

4. Retention & Access Policy

Your data will be held on a secure cloud based system, the Winmark Customer Information System (CIS), and Winmark will also connect feedback and notes to your name on this system. All Winmark staff without limitation have access to this data for research, management and programming purposes

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and you can request copies at any time. The length of time Winmark holds this data is aligned precisely to the **Winmark Data Retention Policy** which may be requested at any time.

5. Access & Opt-Out Procedures

You have a right to access your information, if you would like to request a copy of your information or would like to change the information we hold about you please contact your network team or dpo@winmarkglobal.com. You may always opt-out of Winmark holding your data. To remove any personal information from our database or to not receive future communications from Winmark, send an e-mail stating your name to dpo@winmarkglobal.com asking to unsubscribe.

- **Right to be Forgotten** - please note that if you opt to be forgotten, some core data may need to be retained on Winmark's systems to ensure future communications to you are blocked.
- **Right to Reinstate** - if at a later date you would like to further re-subscribe, please contact any members of staff at Winmark or email dpo@winmarkglobal.com.

6. Recording of Digital Events

We sometimes record our digital events and make the recording available to members of our network. If the meeting is being recorded, we will inform attendees in advance, the status of recording is also displayed in the app. Depending on the event this may include the recording of audio or video of the attendees. If you do not want to be recorded you may mute your microphone, turn off your webcam or choose not to contribute.

Even when an event is not being recorded, some personal data may be available to other attendees. Depending on how you have signed into the online meeting app, information such as: your name, email address, and images of you and your surroundings may be visible to other attendees. At certain events, some of the other attendees may not be members of a Winmark Network.

Questions: Any questions regarding this policy should be directed to the Winmark Data Protection Officer (DPO) at dpo@winmarkglobal.com.

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Agreement Form

Schedule E

If this agreement has already been captured in emails this form does not need to be completed but the document should still be sent and read by the member, so they understand the terms of the agreement.

I would like to subscribe to the Winmark CXO Network

Name: Organisation:
Position: Address:
Tel: (invoice)
Email:

Networks Covered by this Agreement

Please tick the appropriate boxes

C-Suite Membership (all networks)	<input type="checkbox"/>	Chief Information Officers (CIO)	<input type="checkbox"/>
Non-Executive Directors (NED)	<input type="checkbox"/>	Chief Marketing Officers (CMO)	<input type="checkbox"/>
Chief Executive Officers (CEO)	<input type="checkbox"/>	Chief Procurement Officers (CPO)	<input type="checkbox"/>
Chief Operating Officers (COO)	<input type="checkbox"/>	Chief Sustainability Officers (CSO)	<input type="checkbox"/>
Chief Financial Officers (CFO)	<input type="checkbox"/>	Tax Director Network (TDN)	<input type="checkbox"/>
Chief Legal Officers (CLO)	<input type="checkbox"/>	Specialist	
Chief HR Officers (CHRO)	<input type="checkbox"/>	Affordable Housing Network (AHN)	<input type="checkbox"/>
Chief Operating Officers (COO)	<input type="checkbox"/>	Chair of Pension Trustees (PC)	<input type="checkbox"/>

Membership or Partner Fee & Length of Agreement

Please circle below areas as appropriate and insert the number and date

Select Currency: £ \$ € Amount:
Number of Years 3 2 1 Start Date:
Terms: In Advance or Year by Year (see next page for any additional terms)

Agreement Signature

This membership is subject to the Terms of Business contained at Schedule C which we have read and agree. By signing this Agreement you are giving permission to Winmark to upload the business details of those entitled to benefit from this membership on the Winmark Website. Please see Member Data Privacy Policy in Schedule D of this document.

Signature: Date:

C-Suite Membership

Winmark Limited Services Agreement



On behalf of the Member or Partner Organisation

Additional Terms

.....
.....
.....
.....

This AGREEMENT is made the date of signing:

BETWEEN Winmark Limited, (a company registered in the United Kingdom with registration number 3323318) the registered office of which is 7 Berghem Mews, Blythe Road, London W14 0HN ("Winmark").	AND The Members Organisation whose name and address is set out in the Membership Subscription Form incorporated into this Agreement ("the Member").
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WHEREBY IT IS AGREED as follows:

Definitions in this Agreement:

- **"Events"** means meetings, seminars, working groups or other meetings arranged by Winmark.
- **"Listed Colleague"** includes primary contacts and any secondary contacts selected to represent the organisation to receive information and/or attend events.
- **"Member"** means any organisation, company, firm, association, public body or authority, primary and secondary contact or other person to which Winmark provides members benefits or services summarised in Schedule A.
- **"Membership Period"** means the period of membership selected in accordance with the Membership Subscription Form and in respect of which the member has paid the appropriate Membership Fee.
- **"Membership Programme"** means the services and benefits summarised in Schedule A provided by Winmark.
- Masculine gender includes the feminine and singular includes the plural.
- **"Primary Member"** – Any person authorised to bind the organisation.
- **"Membership Fee"** means the financial terms upon which the parties have agreed.

Terms of Business - Winmark and the member agree that the member’s participation in the network shall be governed by the terms of business, annexed hereto as Schedule A.

Content Confidentiality Undertaking - Winmark undertakes to advise all attendees at events at or prior to the event of the confidential nature of the event and any exceptions to this rule will be clearly identified. The Member undertakes that they or their Listed Colleagues will not reveal any confidential information obtained and will ensure that all Listed Colleagues understand this requirement prior to attendance at any event or before accessing membership information. Please note that recording devices of any kind should not be used by members at any events. Breach of this undertaking may result in exclusion from membership without refund. The Member undertakes not to disclose the Membership Fee and conditions of this Agreement to any person outside of their organisations, except to their professional advisors. Disclosure will be deemed a repudiatory breach, which may lead to the termination of the Agreement and forfeiture of the subscription fee.