



STS Association

STS1900-2-1

Edition 2
[INSERT] 2019

MEMBERSHIP APPLICATION FORM AND GENERAL TERMS AND CONDITIONS



STS ASSOCIATION

The Standard Transfer Specification Association NPC
(Company Registration □ 1995/08496/08)

PO Box 868 Ferndale, 2160, South Africa
Telephone: +27 11 061 5000
Fax: +27 86 688 7005

MEMBERSHIP APPLICATION FORM

PART 1. NAME AND ADDRESS OF APPLICANT

In order for us to process your Membership Application, please complete the below information accurately. Your Membership Application and Membership, if approved, are subject to the General Terms and Conditions.

Full Name of applicant company

Physical Address of applicant company

Postal Address of applicant company

Contact Person representing the applicant company

International Phone Number

E-mail Address

PART 2. CLASS OF MEMBERSHIP

There are 2 classes of memberships in STSA. The first class is that of Voting Member. The second class is that of Non-Voting Member.

In this Part 2, please select your class of membership. If you are uncertain as to whether you wish to be a Voting Member or Non-Voting Member of STSA, please scroll over the icon that appears next to each heading for a brief overview.

Please select from the box below whether you wish to be a Voting Member or Non-Voting Member.

<input type="checkbox"/>	Voting Member *
<input type="checkbox"/>	Non-Voting Member **

* Voting Member: As a Voting Member you [will](#) enjoy the full use and benefit of the STS in terms of the Agreement and once your Product is compliant with STS, your Product will be afforded a Certificate of Compliance and use of the STS Mark. You will also be entitled to vote at meetings of the Members of STSA and be eligible to be elected as Director of STSA.

** Non-Voting Member: As a Non-Voting Member you [will](#) enjoy the full use and benefit of the STS in terms of the Agreement and once your Product is compliant with STS, your Product will be afforded a Certificate of Compliance and use of the STS Mark. You will not be entitled to vote at meetings of the Members of STSA or be eligible to be elected as Director of STSA.

check the appropriate box

Non-Voting Members – check ONE ONLY of box 1 or 2 under the heading **Non-Voting Member**

Voting Members – check any number of boxes from 1 to 8 under the heading **Voting Member**

Non-Voting Member categories

- 1. Ordinary
- 2. Sub-Vendor

Note:

The Sub-Vendor pertains to Members who only sell (or use) STS Certified products and who do not manufacture such products.

Voting Member categories

- 1. Meter Manufacturer
- 2. Vending System Manufacturer
- 3. Secure Module Manufacturer
- 4. ~~Voting Member~~ Key Management System Manufacturer
- 5. Key Management Service Provider
- 6. End User
- 7. Standards Organisation
- 8. Certification Authority

PART 3. CURRENT MEMBERSHIP SUBSCRIPTION FEES

Joining fee: 2150 U.S. dollars (*once off*)

Voting Membership fee: 2600 U.S. dollars (*per annum*)

Non-Voting Membership fee:

Ordinary: 2150 U.S. dollars (*per annum*)

Sub-Vendor: 1300 U.S. dollars (*per annum*)

GENERAL TERMS AND CONDITIONS

(to be read with the STSA Membership Application Form)

1. Definitions

1.1 General

Unless otherwise indicated by the context, in this Agreement the following terms and expressions will bear the meanings assigned to them below.

1.2 Agreement

means the agreement constituted by the Membership Application Form and these General Terms and Conditions.

1.3 Certificate of Compliance

means a certificate issued by the STSA in respect of a Product to the effect that the Product meets the specifications set forth in the certificate.

1.4 Product

means ~~a metering~~any product that contains STS functionality and which is sold, installed, commissioned, used or supplied by the Member.

1.5 STS

means the intellectual property owned by STSA which includes the STS Mark and STSA's standard transfer specifications and related data and encryption, decryption, substitution and permutation tables, as well as any improvements, modifications or additions effected thereto, by any person, from time to time.

1.6 STS Mark

means STSA's proprietary mark, from time to time, which may be used to verify that a Product meets the standards of contained in that mark's corresponding Certificate of Compliance.

1.7 STSA

means the Standard Transfer Specification Association NPC.

1.8 Subscription Fee

means the annual fee payable in advance for membership of the STSA, which annual fee shall be stipulated by STSA from time to time and which fee is for the time being that set forth in Part 3 of the Membership Application Form.

2. Permitted use of STS

Subject to the Member complying with the formalities prescribed by this Agreement, which includes payment of the prescribed Subscription Fees, the STSA hereby grants to the Member which hereby accepts:

- 2.1 a non-exclusive, non-transferable right to use the STS;
- 2.2 upon receipt of a Certificate of Compliance in terms of clause 4 below, the right to make or have made, to use or permit the use of, to sell, offer to sell, let or otherwise sell, install, commission, use or supply Products bearing the STS Mark.

3. Commencement and Term

- 3.1 Provided that you have properly completed the Membership Application Form, the terms and conditions contained in this Agreement will come into effect on the date upon which you pay the stipulated Subscription Fees and will remain in force indefinitely, subject to termination in terms of this clause 3.
- 3.2 This Agreement will terminate in accordance with its provisions or automatically on the termination of the Member's Membership in STSA in accordance with the provisions of the Memorandum of Incorporation of the STSA.

4. Certification of Compliance

- 1.1 Before selling, installing, commissioning, using or supplying any Product bearing the STS Mark, the Member must have been issued with a Certificate of Compliance.
- 1.2 The Member shall not make any written, oral or any other representation to any person that a Product or any part or aspect of the business of the Member complies with the STS unless a Certificate of Compliance has been issued by STSA in respect of that product.

5. Breach

- 5.1 If the Member breaches any provision of this Agreement and remains in breach for a period of one month after receipt of a notice from the STSA calling upon it to rectify the breach, the STSA will be entitled to terminate this Agreement upon expiry of the month in question, without prejudice to the accrued claims of the STSA or to any claim that it may have for damages arising out of such breach.

5.2 The STSA may terminate the Member's Membership with immediate effect on written notice to the Member if the Member becomes commercially insolvent or commits any act of insolvency or if the Member is placed in provisional or final liquidation or receivership or is placed in business rescue, in each case, as that term is defined or interpreted in the Companies Act 71 of 2008 and/or the Insolvency Act 24 of 1936, as the case may be.

6. Consequences of termination

6.1 Upon termination of the Member's Membership for any reason whatsoever, each Party will, within 7 days of the date of termination, return to the other all items incorporating confidential information of the other and all notes and documents pertaining thereto, together with all copies of any such notes and documents.

6.2 In the event that the Member's Membership is terminated for any reason, clauses 6 to 9 and clause 11 of these General Terms and Conditions will survive such termination.

7. Warranties, indemnities and limitation of liability

7.1 The STSA makes no warranties of any kind regarding the accuracy, completeness, fitness for a particular purpose or intended use of any part of the STS.

7.2 The Member indemnifies the STSA against all liability for any claim by any third party arising from any defect or other characteristic of any STS Product incorporating any part of the STS.

7.3 The STSA will not be liable to the Member (nor to any person claiming rights derived from the Member) for damages or other relief of any nature whatsoever, including special, incidental and consequential damages.

8. Intellectual property rights

8.1 STSA makes no warranty that the exercise of the rights granted in this Agreement or the use of the STS by the Member will not infringe any third party intellectual property rights.

8.2 The STSA does not and will not indemnify the Member against claims of any nature that may be made against the Member by any third party arising out of the use of any Product bearing the STS Mark.

8.3 The Member indemnifies and holds the STSA harmless against all claims, expenses

and costs attributable to any proceeding or claim made by any third party arising out of the use by the Member of the STS.

- 8.4 The Member agrees and acknowledges that it is required to make its own investigations and to take all necessary precautions to ensure that it does not infringe any third party intellectual property rights in manufacturing or selling any Product.
- 8.5 Where a Member causes any improvements, modifications or additions ("the improvements") to the STS, this Agreement serves as an automatic assignment, by the Member, of all intellectual property rights in the improvements to the STS and will be effective as soon as any improvements are effected. The Member will not be entitled to any remuneration in respect of this assignment. Notwithstanding any such assignment, the Member will, if requested to do so, perform any act or sign any document required to confirm the vesting of such rights in the STSA.

9. Governing law and jurisdiction

This Agreement will be governed by and be interpreted in accordance with the law of the Republic South Africa and the Courts of the Republic of South Africa.

10. Member Undertakings

- 10.1 The Member undertakes:
- 10.1.1 to abide by the provisions of the Memorandum of Incorporation of the STSA, as amended from time to time;
- 10.1.2 to pay the requisite Subscription Fees on time; and
- 10.1.3 to adhere to the following standards of conduct:
- 10.1.3.1 to conduct themselves in a manner which maintains the good reputation and orderly function of the STSA in terms of its Memorandum of Incorporation and rules made by the STSA for the governance of its Members;
- 10.1.3.2 not to make public statements to the media or otherwise which would have the effect of damaging the good name and reputation of the STSA;
- 10.1.3.3 not to neglect or willfully refuse to comply with any rule made by the STSA relating to membership of the STSA; and
- 10.1.3.4 not to commit, or incite or conspire with any other person to

commit, any corrupt, fraudulent, dishonest or prohibited practice in relation to the industry, in any country.

11. Confidentiality issues

- 11.1 The Member acknowledges that the STS is the property of STSA and is not in the public domain and accordingly contains and constitutes confidential information in respect of which the STSA has proprietary rights.
- 11.2 The Member shall not disclose the STS to any third party without the prior written consent of STSA and undertakes that it will only disclose and reproduce the STS, or parts thereof, strictly in the manner and for the purpose specifically permitted by the rights afforded under clause 2 above, read in conjunction with any and all STSA's directives dealing with the STS or otherwise as directed in writing by the STSA, from time to time.
- 11.3 The Member's name and address as set forth in the Membership Application Form will be recorded by STSA, as Membership details in the public domain. Any Member who does not wish for this recordal may apply to STSA for its name and address to be removed from any such public recordal.

12. Force majeure

In the event that a Party (the "affected Party") is unable to perform any obligation under this Agreement due to circumstances beyond the control of the affected Party, including the action, intervention or decree of any government, and such circumstances are not caused by fault, of any degree, on the part of the affected Party, then the affected Party will be absolved from performing that obligation for as long as the circumstances prevail or, if performance of the obligation is or becomes impossible, the affected Party will be entitled to terminate this Agreement on written notice to the other Party.

Signed at _____ on _____

for **The Standard Transfer Specification Association**
(who warrants that he/she is duly authorised thereto)

Witness: _____

Signed at _____ on _____

for the **Member**
(who warrants that he/she is duly authorised thereto)

Witness: _____