



**STS ASSOCIATION**

The Standard Transfer Specification Association NPC  
(Company Registration □ 2295/08496/08)

PO Box 868 Ferndale, 2160, South Africa  
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**LICENCE AND/OR MEMBERSHIP AGREEMENT**

**SCHEDULE A  
APPLICATION FORM**

**PART 1. DATE**

*date (agreement date)* .....

*date of joining the STSA  
(for existing Members only)* .....

**COMMENCEMENT DATE** The Commencement Date shall be the earlier of the date of this Application or the date of joining set out above.

**PART 2. NAME AND ADDRESS OF APPLICANT**

*Full Name* .....

*Physical Address* .....

*Postal Address* .....

*Contact Person* .....

*Phone Number/s* .....

*Fax Number/s* .....

*e-mail* .....

According to STSA policy, Member name and address details are published in the public domain.  
**Amend the check box below if you do not wish to have your name or address details published.**

**yes** Member details may be published



**PART 3. CATEGORY**

This registration is for the Category of Membership set out below:

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**

- 1.  Licensee
- 2.  Sub-Vendor

**Voting Member**

- 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

**Notes**

- 1. Only voting Members qualify for representation on the board and/or a vote at STSA general meetings.
- 2. It is permissible for a voting Member to belong to the STS Association in more than one Category of Membership. This allows the Member to nominate and/or vote for Directors in more than one Membership Category.
- 3. Voting Members in multiple Categories must pay the full Membership Fees in respect of each Category of Membership.



## **SCHEDULE B**

### **GENERAL TERMS AND CONDITIONS**

#### **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 Schedule A – Application Form, to which this Schedule (Schedule B – General Terms and Conditions) is attached.

##### **1.3 STS product**

means products that embody or incorporates a permitted implementation of the STS

##### **1.4 STS Tables**

means encryption and decryption substitution and permutation tables included in the STS.

#### **2. STS License**

2.1 Subject to the Member/Licensee complying with the formalities prescribed by the STSA for the acquisition of a STS License, the STS Association hereby grants to the Member/Licensee which hereby accepts a non-exclusive, non-transferable license, under the STS Intellectual Property, and subject to any STS Rules as contained in this agreement and the Memorandum of incorporation of the STSA:

2.1.1 to make or have made, to use or permit the use of, to sell, offer to sell, let or otherwise dispose of, to market and distribute one or more products that embody or incorporates a permitted implementation of the STS;

2.1.2 to use the STS Marks.

#### **3. Commencement and Term**



- 3.1 This Agreement will commence on the Commencement Date and it will remain in force indefinitely, subject to termination in terms of this clause (3).
- 3.2 This Agreement will terminate automatically on termination of the Member's/Licensee's Membership 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 STS Product, the Member/Licensee must have been issued with a Certificate of Compliance by the STS Association.
- 1.2 The Member/Licensee shall not make any written, oral or any other representation to any person that a STS Product or any part or aspect of the business of the Member/Licensee or any product or service of the Member/Licensee complies with the STS unless a Certificate of Compliance has been issued in respect of that product.

#### **5. Breach**

- 5.1 If the Member/Licensee breaches a material provision of this Agreement and remains in breach for a period of 30 days after receipt of a notice from the STS Association calling upon it to rectify the breach, the STS Association will be entitled to terminate this Agreement upon expiry of the period, without prejudice to the accrued claims of the STS Association or to any claim that it may have for damages arising out of such breach or the premature termination of this Agreement or otherwise.
- 5.2 The STS Association may terminate this Agreement with immediate effect on written notice to the Member/Licensee if the Member/Licensee becomes commercially insolvent or commits any act of insolvency or if the Member/Licensee is placed in provisional or final liquidation or receivership or is placed under provisional or final judicial management.

#### **6. Consequences of termination**

- 6.1 Upon termination of this Agreement 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 this Agreement is terminated for any reason, clauses 6 to 8 and clause 11 of this Schedule will survive such termination.

## **7. Warranties, indemnities and limitation of liability**

- 7.1 The STS Association makes no warranties of any kind regarding the following:
- 7.1.1 the accuracy, completeness, fitness for a particular purpose or intended use of any part of the STS.
- 7.2 The Member/Licensee, indemnifies the STS Association 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 STS Association will not be liable to the Member/Licensee (nor to any person claiming rights derived from the Member/Licensee) for damages or other relief of any nature whatsoever, including special, incidental and consequential damages.

## **8. Intellectual property rights of third parties**

- 8.1 STS Association makes no warranty that the exercise of the rights granted in this Agreement or the use of the STS by the Member/Licensee will not infringe any third party intellectual property rights.
- 8.2 The STS Association does not and will not indemnify the Member/Licensee against claims of any nature that may be made against the Member/Licensee by any third party arising out of the use of any STS product.
- 8.3 The Member/Licensee indemnifies and holds the STS Association 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/Licensee of the STS or STS Products.
- 8.4 The Member/Licensee 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 STS Product.



## **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/Licensee Undertaking**

10.1 The Member/Licensee undertakes:

10.1.1 to abide by the provisions of the Memorandum of Incorporation of the STS Association, as amended from time to time; and

10.1.2 to pay the Membership Fees, agreeing and acknowledging that its Membership of the STS Association will terminate automatically in the event that the Member/Licensee fails to pay such Membership Fees on time or at all.

## **11. Confidentiality**

11.1 The Member/Licensee acknowledges and agrees that the parts of the STS Tables that are not in the public domain contain confidential information in respect of which the STS Association has proprietary rights and the Member/Licensee undertakes not to disclose any part of the contents of the STS Tables in any manner or form.

11.2 The Member/Licensee undertakes that it will deal with disclosure and reproduction of such parts of the contents of the STS strictly in the manner and for the purpose specifically permitted by this STS License, read in conjunction with any and all STS Association Directives dealing with the STS Tables or otherwise as directed in writing by the STS Association.

## **12. Whole agreement**

This Agreement constitutes the whole agreement between the Parties regarding its subject matter and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

## **13. Supersession of prior agreements**

This Agreement supersedes all prior arrangements, undertakings, understandings and arrangements between the Parties regarding its subject matter, whether



tacit, oral, written or otherwise.

**14. 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/Licensee**  
(who warrants that he/she is duly authorised thereto)

**Witness:** \_\_\_\_\_