MEMBERSHIP AGREEMENT

April 2026 - v13Approved by Members - 16.04.2026

TABLE OF CONTENTS

Membership Agreement

1. Introduction

1.1 Members of Sirona care & health C.I.C. (or "the Company") are selected, appointed and operate in accordance with the Articles of Association ("the Articles") and this Membership Agreement.

1.2 The Articles are the Company's primary constitutional document. In the event of any inconsistency between this Agreement and the Articles, the Articles shall prevail.

1.3 This Membership Agreement sets out the practical expectations, standards of conduct, and supporting arrangements for Members, consistent with the Articles.

1.4 The Membership Agreement is a public document, available for inspection on the Company's website (www.sirona-cic.org.uk).

2. Company Limited by Guarantee

2.1 Sirona care & health C.I.C. ("Sirona") is a "Community Interest Company limited by guarantee", registered in England under the Companies Act 1985. It was formed in April 2011 for the purpose of providing benefit to all members of the population through:

- Promoting good health and well-being
- Providing safe and high-quality services to meet the health and care needs of individuals and their carers
- Securing support to people to maximise their independence and potential
- The provision of training, education and support to other professionals and organisations to enable them to further the objectives of good emotional and physical health and well-being.

2.2 As a C.I.C. "company limited by guarantee" Sirona has no share capital and therefore no shareholders. Individuals appointed as members of the Company ("Members") do not receive dividends nor do they have any other financial interest in the Company. All financial surpluses generated will be retained by the Company and used for the purposes set out in the Company's Community Interest Statement.

2.3 Membership is personal and cannot be transferred.

3. Activities of Sirona care & health C.I.C.

3.1 Sirona provides a range of community health care services, the core purpose of which are summarised as follows:

- Provision of integrated, community-based health and care that promotes independence and recovery and restores well-being
- Preventing or slowing the deterioration of existing chronic conditions and supporting optimal quality of life, including end of life care
- Ensuring that everyone we work with has maximum choice and control over their care or support plan and the way their services are delivered

- Promoting better quality of life for all through the provision of a range of preventative, early intervention and Safeguarding services
- Supporting the needs and the contribution of carers.

Our Community Interest activities and related benefits are defined in our company registration as:

<table>
<tr><th colspan="2">Community Interest Company Activities & Related Benefits</th></tr>
<tr><th>Activities:</th><th>How will the activity benefit the community?</th></tr>
<tr><td>Promote good health and well-being</td><td rowspan="3">- Effective use of funds through efficiencies of integrated health and social care
- More collaborative working across pathways of care
- Having a say in the development and design of services so they make sense to users and meet local needs and circumstances
- The provision of excellent, high quality and individualised services
- Sharing of knowledge and skills widely to promote high quality service provision across all sectors
- Developed staff who have the skills to provide the right service at the right time</td></tr>
<tr><td>Provide safe and high quality services to meet the health and care needs of individuals and their carers</td></tr>
<tr><td>Provide training, education and support to other professionals and organisations to enable them to further the objectives of good emotional and physical health and well-being</td></tr>
<tr><td colspan="2">If the company makes any surplus, it will be used for reinvestment into the Company to ensure its stability, viability and sustainability whether this be through the establishment of reserves OR through growth and business development in relation to the activities and benefits described above</td></tr>
</table>

4. Rights, Role and Responsibilities of Members

4.1 The central role of Members in Sirona as a community interest company is to ensure that the company's activities are wholly carried out for the benefit of the community they serve and that its assets are also used wholly for this purpose. In fulfilling this role, Members will consider how Sirona's activities benefit the community we serve, what steps have been taken to involve and consult our stakeholders and the outcome of those consultations.

4.2 The Board is accountable to the Members of Sirona for its management of the Company. Members play an important role in scrutinising the Board's performance against the company's strategy and delivery of activities in accordance with its community objectives. The role of a Member is similar to that of a shareholder in a public limited company, save that a Member has no financial interest in the Company. Members perform this corporate governance role by receiving regular reports on the Company's performance and participating in members' meetings and in general meetings of the Company. To have oversight of the Company's performance, Members shall receive the Company's Annual Reports on operational performance, quality, workforce and financial statements. A mid-year update will also be provided.

4.3 In monitoring and reviewing the performance of the Board, Members shall have regard to ensuring that Sirona remains consistent to its community interest, vision, values and core offer as outlined above.

4.4 Sirona needs to perform as well as, or better than, other health and care providers. The regulatory framework and disciplines apply to Sirona as they do for any other regulated health and care providers.

4.5 Sirona is obliged to act in accordance with the principles of good governance and codes of best practice. Members have an important role in ensuring that the Company is managed in line with the highest standards of corporate governance.

4.6 The overall rationale for the governance structure of a company is that the Members retain ultimate control over the company with the Directors undertaking the day to day management of the company. The legal rights members have are based on this premise; for example Members having the right to remove directors and change the Company's constitution.

4.7 The overall rights of members are derived from a combination of statute, common law, the Company's Articles of Association and any additional rights agreed through a members' agreement. These include, but are not restricted to:

- Approving certain major transactions (e.g. property; loans);
- Changes to the Company's constitution;
- Approving the appointment and re-appointment of the Company's auditors;
- Amending the Articles of Association;
- Ability to call a general meeting;
- To petition for a winding up order;
- Setting the Remuneration for the Chair and Non-Executive Directors via the Nominations Committee;
- Oversight of the recruitment and re-election of the Chair and Non-Executive Directors via the Nominations Committee.

4.8 The role of Members in governance is therefore an important one and Members are appointed because they have an appropriate combination of expertise, experience and capacity to contribute to these key governance roles.

4.9 In addition to their governance responsibilities, Members also have wider responsibilities in contributing to the success of Sirona through:

- Acting as an Ambassador for the company and championing its services (see below on public engagement)
- Being a sounding board for major strategic issues or decisions and responding to requests for comments or views
- Being a "critical friend" of the company
- Abiding by the standards of conduct outlined in this Agreement

4.10 <u>Public Engagement Role and Public Register of Members</u>

As Ambassadors for Sirona, members will engage with the public and other stakeholders from time to time and are expected to uphold the reputation of Sirona in these interactions through the demonstration of our values. Members are champions of our services and will act in the best interests of the Company when carrying out the role and responsibilities of a member.

As part of our commitment to openness and transparency, members' profiles are published on our website including a profile picture. This is required of all members and consent for this is assumed through the submission of an application for Membership and the signing of this Agreement. Contact details of members are not shared with the public or other parties unless express consent has been given by the member.

Members, who have any concerns regarding the publication of their profile on Sirona's website due to personal safety or safeguarding reasons, should contact the Corporate Governance team to discuss arrangements that could be made.

4.11 Nominations Committee

A Nominations Committee has been established as a Committee of the Members to discharge functions in relation to the appointment, re-appointment and removal of the Chair and Non-Executive Directors and their remuneration, allowances and other terms and conditions.

The Committee shall oversee the recruitment process for Non-Executive Directors (including the Chair) and make recommendations as to their appointment or re-appointment. Decision making powers in relation to recruitment rest with the Board.

The Committee shall set the remuneration and terms and conditions of the Non-Executive Directors, with the exception of the Chair. The Committee shall review the remuneration and terms and conditions for the Chair and make recommendations to the full Members group. When reviewing remuneration, the Committee shall have regard for affordability and benchmarking with other similar organisations and seek appropriate advice and guidance from the Chief Finance Officer and the Chief People Officer.

The Committee shall have oversight of the process for the evaluation of the performance of the Non-Executive Directors, including the Chair of the Board. The Chair of the Board will be responsible for conducting the individual performance reviews of each Non-Executive Director. The Chair of the Nominations Committee, together with the Senior Independent Director of the Board of Directors shall undertake the review of performance for the Chair of the Board, following consultation with other members of the Board and Members.

The Committee shall be made up of at least five Members from the Members Group, to include a Director Member, one Member from each of the Service User, Staff Independent and Strategic Member classes. Where the Committee is determining matters relating to the Chair of the Board, the Chief Executive shall always be the Director representative.

5. Number of Members

5.1 Sirona has five classes of membership, as defined in Article 27 of the Articles of Association:

5.1.1 Staff Members
5.1.2 Service User Members
5.1.3 Director Members
5.1.4 Strategic Partner Members
5.1.5 Independent Partner Member

5.2 The maximum number of Members within each class, eligibility criteria, and appointment arrangements are set out in the Articles. The Company shall ensure that membership remains within those limits at all times.

See Section 11 for the definition of the Member Classes.

6. Term of Appointment

6.1 With the exception of Director Members, Members shall normally be appointed for an initial term of three years.

6.2 Members may be reappointed for further three-year terms, subject to satisfactory performance and continued eligibility, up to a maximum continuous membership of nine years, in accordance with Article 27.7 of the Articles.

7. Liability of Members

7.1 In the event that the Company was ever “wound up”, each Member would be required to contribute £1 to the assets of the Company. This is the maximum liability of any Member, and this liability would only arise at all if the Company was to be “wound up” in circumstances where the Company was unable to meet all of its debts in full.

8. Members’ right to receive expenses

8.1 No portion of the income or property of the Company may be distributed to members, whether by dividend, bonus or other form of profit.

8.2 Members can be reimbursed reasonable expenses incurred in respect of their attendance at meetings as determined by the Board from time to time.

9. Standard of Conduct

9.1 Members must at all times observe the highest standard of propriety in relation to their Membership. Members are expected to meet the standards of fitness and propriety applicable to their role, having regard to relevant regulatory guidance and the Company’s values. Failure to do so may result in termination of membership in accordance with the Articles.

9.2 In particular, Members must:

- Take decisions as Members solely in the interests of the Company and not for any financial or other gain for the benefit of themselves, their family, their friends or any particular organisation or interest group.

- Not use their position as a Member, or information received by virtue of their position as a Member, to further private interests or to frustrate or influence the policy, decisions or actions of the Company in an improper manner.

- Declare to the Board any private interests relevant to their Membership or the activities of the Company, and take steps to resolve any conflicts arising in a way that protects the interests of the Company.

- Act in a manner which will maintain and strengthen the public’s trust and confidence in the Company, and avoid any action which would, or could, bring the Company’s name and reputation into disrepute.

9.3 In the event that a Member fails to observe, or is perceived by the Membership or the Board, to be failing the standard of conduct expected of a Member then:

- The Membership may recommend to the Board that a Member's appointment be terminated

- The Board may, having first sought the views of the Membership on the appropriateness of the proposed course of action, terminate the appointment of a Member.

- The Member shall have a right of response as part of any investigation and before any course of action is recommended.

9.4 In either case, the Membership shall satisfy itself that termination of Membership is appropriate by such measures as they shall determine in the circumstances, and shall provide the Board with a written statement explaining its decision or view. This written statement will also, on request, be provided to the Member. All communication with a Member in such circumstances shall be in writing. Any decision or view of the membership shall not be subject to appeal by a Member.

10. Conflict of Interest

10.1 Members must declare any actual or potential conflicts of interest in accordance with the Articles and any policies approved by the Board.

10.2 Where a conflict cannot be appropriately managed, the Directors may determine that continued membership is incompatible with the interests of the Company, and may take action in accordance with the Articles.

11. Selection and Appointment of Members

11.1 Members are appointed by the Board following a process of nomination/selection/election specific to the individual Member Classes. The processes established shall seek to ensure that the Company has a balanced and diverse Membership which is, as far as possible, broadly reflective of the range of service users, communities and other stakeholder interests served by Sirona.

11.2 The process for selection of the first Members has been set out in separate documents. These will be reviewed and updated from time to time.

11.3 Membership Classes Definitions

- Director Members – who shall be Directors of the Company from time to time. The Chair of the Board is also the Chair of the Members Group. The Chief Executive Officer is also a member.

- Staff Members – who shall be employees of the Company. *Where possible they should be drawn from services and localities across the Company.*

- Service User Members – who shall be individuals who can represent the views of service users. *It is intended that Service User Members be drawn across the area served.*

- Strategic Partner Members – shall be senior individuals from organisations that work alongside the Company supporting and promoting the health and well-being of the populations served, including local clinicians, local business, higher education, and elected representatives or senior officers from local authorities, NHS organisations or voluntary sector organisations.

- Independent Partner Member- shall be an individual who brings additional skills, expertise or experience to the Members' Group that would be beneficial to Sirona. *They may be from partner organisations such as local business, higher education, housing providers, etc. or include individuals with professional skills and experience such as legal, finance etc.* The Independent Partner Member will act as the Lead Member and serve as the liaison between the Members and the Board.

12. Provision of Information

12.1 The Company will keep the Members informed of the Company's activities, progress and performance:

- via access to information online
- by the issue of periodic performance and other reports for Members
- by the issue of an annual report and financial statements
- at an annual meeting which will include presentations on the Company's general and financial performance and on its quality and service user experience; and
- at such other Members' meetings as the Board may consider necessary or desirable
- the sharing of the Company's internal newsletter, Team Brief

Members may, from time to time, be privy to sensitive and/or confidential information and must agree, at all times to safeguard the confidentiality of information including all electronically stored confidential data in line with the provision of the Data Protection Act.

13. Members' Meetings

13.1 Members' meetings shall be convened and conducted in accordance with the Articles of Association.

13.2 Quorum requirements and voting arrangements are as set out in the Articles. Each class of Member has an equal share of the total voting rights, and no individual class has a veto.

13.3 This Agreement does not override or amend the voting provisions of the Articles.

13.4 Members meetings will take place quarterly.

13.5 The Board of Sirona will meet with the Membership once per year and this will be reviewed from time to time by the Members.

14. Development

Training and development will be provided for the Membership to ensure members are suitably skilled, equipped and informed to carry out their roles. Members are expected to attend or avail themselves of the training provided.

15. Time Commitment

Member's time commitment is balanced to ensure that it is not overly burdensome whilst giving sufficient time for members to carry out their functions appropriately.

As a minimum, members need to be able to commit to attending a programme of quarterly members meetings (up to 4 hours duration); the dates for these are agreed in advance and usually for the year ahead. There will also be Board seminars that members may be invited to. As a maximum, members are expected to commit to one day per month to fulfill their duties and obligations as a member.

This may also include:

- External engagement events
- Members training and development sessions
- Joint workshops between all Members and/or Board or Executive Directors

16. Termination of Membership

16.1 Membership may be terminated in accordance with the Articles of Association, including (without limitation) for:

16.1.1 Loss of eligibility

16.1.2 Failure to attend meetings

16.1.3 Conduct detrimental to the Company

16.1.4 Failure to meet training or conduct requirements

16.2 Decisions relating to termination of membership are reserved to the Directors, acting in accordance with the Articles and principles of fairness and due process.

16.3 A Member can resign at any time by giving written notice of not less than one month to the Chair of Members, in accordance with the Articles and it will be effective from the time such resignation is recorded in the Register of Members.

Signed: Date:

Name in Full: