

OpenUK Membership Agreement for Friend Organisations

This Agreement is made on the 17 May 2021

BETWEEN

- (1) OpenUK incorporated and registered in England and Wales with company number 11209475 whose registered office is at 75 Kenton Street, Saint Pancras, London WC1N 1NN (the "OpenUK"); and
- (2) Geek.Zone, a Charitable Incorporated Organisation incorporated and registered by the Charity Commission for England and Wales with registered charity number 1182126 whose registered office is at Union House, 111 New Union Street, Coventry, CV1 2NT (the "Friend").

Parties are working together as "Friend" organisations on the basis of this agreement ("Agreement") between OpenUK and Friend whose details are set out above (each a "Party") and together ("We", "Us" or "Parties"). This Agreement will continue in force from the date of signature of both parties until terminated in accordance with the provisions of clause 2.

BACKGROUND

- (A) The parties are each supporters of Open Technology with goals that are believed at the time of signing this Agreement, to be in alignment;
- (B) The parties each wish to support the other organisation's current vision; and
- (C) Wish to recognise their mutually supportive relationship by entering into a Friends relationship.

1. Commitments

1.1 Each of Us will:

- 1.1.1 publicly demonstrate support for Open Technology being open source software, open hardware and open data;
- 1.1.2 further the interests of the other party in so far as they are consistent with our own mission, interests and commitments;
- 1.1.3 respond promptly to any reasonable requests from the other;
- 1.1.4 not at any time put the reputation of the other in disrepute by any of your actions or omissions;
- 1.1.5 subject to the provisions of this Agreement:
 - 1.1.5.1 grant to the other a non-transferable, non-sublicensable, non-exclusive to use its name and trademark(s) on their website and in publicity and other published materials subject to the grantor's reasonable directions from time to time;
 - 1.1.5.2 confirm that use of the other Party's name or trademark(s) shall be only as authorised in this Agreement;

- 1.1.5.3 not use, apply to register or register the name or trademark of the other Party (or any confusingly similar mark, name or logo) as all or part of any company name, business name, trading name, domain name, social media name, handle, tag or any other address, account name, label or identification system used in any forums or communications systems whether in existence now or in the future;
- 1.1.5.4 not challenge, oppose or otherwise dispute (or assist any third party to challenge, oppose or otherwise dispute) the ownership, validity and/or scope of any of the trade mark registrations or trade mark applications in respect of the licensed name or trademark(s) in any court, patent or trademark office or arbitration proceedings;
- 1.1.5.5 accept that all goodwill arising out of use of the name or trademark(s) by the licensee Party shall accrue to licensing Party and as and when requested by licensor party, licensee Party shall, without charge, execute all such documents as licensor Party may reasonably require in order to vest the same formally in licensor Party.
- 1.1.5.6 acknowledge in respect of the licensed name and trademark() that the licensor Party is the owner of the trademark rights and shall not, do anything which diminishes the rights of the licensor Party in the name or claim any right, title or interest in the name and/or the trademark(s) other than as licensee Party under the terms of this Agreement.

2. Term and Termination

- 2.1 This Agreement will come into force on the date signed by both Parties and continue in force until terminated by either Party on 30 days' notice at any time.
- 2.2 Each Party may terminate this Agreement immediately by written notice to the other if the other breaches any of the material terms of this Agreement.

3. General

- 1.1 **Assignment and other dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 1.2 **Entire agreement**
 - 1.2.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - 1.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

1.3 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1.4 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1.5 **Severance**

1.5.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

1.5.2 If any provision of part-provision of this Agreement is deemed deleted under clause 1.5.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

1.6 **Notices**

1.6.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be:

1.6.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

1.6.2 Any notice or communication shall be deemed to have been received:

1.6.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

1.6.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

1.6.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 1.6.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

1.6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

1.6.4 A notice given under this Agreement is not valid if sent by email.

1.7 **Third party rights**

1.7.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

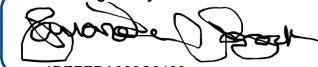
1.7.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

1.8 **Governing law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

1.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Signed by an authorised representative of
OpenUK

Signature:

DocuSigned by:

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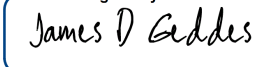
Name: Amanda Brock

Title: Chief Executive Officer

Date: 5/19/2021

Signed by an authorised representative of
Geek.Zone

Signature:

DocuSigned by:

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Name: James Geddes

Title: Chair

Date: 5/17/2021