

MEMBERSHIP AGREEMENT

SCALE Foundation Ltd

This Membership Agreement (“Agreement”) records the terms on which the individual or entity named below (the “Member”) is admitted to membership of SCALE Foundation Ltd, a company limited by guarantee incorporated in England and Wales (company number **17370450**) whose registered office is at Suite A, 82 James Carter Road, Mildenhall, United Kingdom, IP28 7DE (“SCALE” or the “Company”).

Member: _____

Address: _____

Membership Tier: _____

Effective Date: _____

Background

SCALE is a not-for-profit company limited by guarantee established to support the effective transfer of intellectual property and technology from UK universities and other research institutions into spinout companies and industry, and to develop, publish and maintain the SCALE Deeptech Licence (SDL) and related tools, in each case in furtherance of the objects set out in the Company's Articles of Association (the “Articles”). Article 26 of the Articles empowers the directors to establish different categories of membership and to prescribe the criteria, obligations, fees and privileges applicable to each. This Agreement, together with the Articles, governs the Member's admission to, and participation in, the relevant membership tier.

1. Membership tiers, fees and guarantee

The Company currently operates four tiers of membership, on the terms summarised below. The directors may from time to time establish further tiers, or vary the fees, criteria or privileges of existing tiers, in accordance with article 26(2) of the Articles, and shall notify Members of any such change with reasonable notice before it takes effect.

Membership Tier	Annual Membership Fee	Guarantee (Art. 2)	Voting Rights (Art. 26A)
Founder Member	£1	£1	One vote
Supporter	£0	£1	Non-voting
Member	£500	£1	One vote
Ecosystem	£1,500	£1	Non-voting

The “Guarantee” column reflects the amount which each Member undertakes to contribute to the assets of the Company in the event of its being wound up while a member, or within one year of ceasing to be a member, in accordance with article 2 of the Articles and the guarantee given in the Company's memorandum of association; it is not a recurring or refundable fee.

2. Application and admission

Admission to membership, and to any particular membership tier, is at the absolute discretion of the directors in accordance with article 26 of the Articles. The Member confirms that it has completed an application for membership in the form approved by the directors, and that the directors have approved that

application in respect of the tier stated above. The Company shall maintain a register of members recording the tier assigned to the Member.

3. Annual membership fee

The Member shall pay to the Company the annual membership fee applicable to its tier, as set out in clause 1, on or before the Effective Date and thereafter on each anniversary of the Effective Date, unless the directors notify the Member of a different fee for a subsequent year in accordance with article 26(2). Fees are non-refundable except at the discretion of the directors. Fees paid by the Member shall be applied by the Company solely towards the promotion of its objects, in accordance with article 4 of the Articles.

4. Guarantee

In accordance with article 2 of the Articles, the Member undertakes to contribute to the assets of the Company, in the event of it being wound up while the Member is a member, or within one year of the Member ceasing to be a member, such amount as may be required (not exceeding £1) for payment of the debts and liabilities of the Company contracted before the Member ceased to be a member, the costs of winding up, and the adjustment of the rights of contributories among themselves. This obligation is separate from, and additional to, the annual membership fee referred to in clause 3.

5. Voting rights

The voting rights attaching to the Member's tier of membership are as set out in clause 1 and are determined by the directors in accordance with article 26A of the Articles. The Company shall at all times maintain at least one category of membership entitled to vote on all general matters and resolutions of the Company, as required by article 26A(2).

6. Rights and privileges of membership

Subject to the Articles and to any further rules the directors may make under article 21 or article 26(2), membership entitles the Member to receive notices of, and (where the Member's tier carries voting rights) to attend, speak and vote at, general meetings of the Company; to receive such reports, updates and materials relating to the Company's activities as the directors make generally available to Members of the relevant tier; and to such further privileges as the directors may from time to time determine for that tier. Without limiting the foregoing, and subject always to the tier applicable to the Member, membership may include access to SDL documentation, templates and other Member Resources; to Company programmes, events and training (subject to any attendance limits the Company may set); and to consultations with Expert Advisers made available by the Company, together with use of the Company's member designation in accordance with clause 13.

Where the Company arranges a consultation between the Member and an Expert Adviser, that consultation is subject to the relevant Expert Adviser's availability and to such arrangements as the Company may make at its discretion. The Company is not liable for any professional fees the Member incurs outside the scope of a consultation the Company facilitates, nor for any act, omission, advice, or professional work provided by an Expert Adviser, save to the extent caused by the Company's own negligence in selecting or engaging that Expert Adviser; and the Member waives all rights to make any other claim against the Company or an Expert Adviser arising from such act, omission, advice, or work, save that nothing in this clause excludes liability for fraud or any other liability that cannot be excluded by law.

7. Member's obligations

The Member shall:

- (a) pay the annual membership fee applicable to its tier in accordance with clause 3;
- (b) comply with the Articles and any rules made by the directors under them;
- (c) act in a manner consistent with, and not act so as to undermine, the objects of the Company set out in article 3 of the Articles;
- (d) comply with the Company's Code of Conduct and any Policies and Procedures published by the Company from time to time, as amended;
- (e) engage with the SDL, the SCALE Framework and any Member Resources in good faith and for legitimate professional purposes, and not in any manner that is unlawful, misleading, or contrary to the interests of the UK spinout ecosystem; and
- (f) not disparage or bring negative publicity to the Company, its affiliates, or its Expert Advisers.

8. Member Contributions and Intellectual Property

Except as set out in this clause 8, nothing in this Agreement transfers any intellectual property rights between the Member and the Company, and the Member retains all right, title and interest in intellectual property it owned before, or develops independently of, its membership of the Company.

Where the Member submits, proposes, or otherwise makes available to the Company any idea, suggestion, technology, code, document, template, drafting, data, or other material for consideration for inclusion in, or use in connection with, the SDL, the SCALE Framework, or any other work, tool, or output of the Company, and it is recorded as a Contribution in the Contributions Register in accordance with the paragraph below (a "Contribution"), the Member hereby assigns to the Company, with full title guarantee (and, to the extent the Contribution comprises future intellectual property rights, by way of present assignment of those future rights as and when they arise), all right, title and interest, including all intellectual property rights, in and to that Contribution.

To provide certainty as to what does and does not constitute a Contribution, the Company shall maintain a written register of Contributions (the "Contributions Register"). A submission is only treated as a Contribution, and the paragraph above only applies to it, where either: (i) the Member identifies it in writing as a proposed Contribution at the point of submission; or (ii) the Company notifies the Member in writing that it wishes to treat a submission as a Contribution, and, in either case, the Company confirms its acceptance by an entry in the Contributions Register recording the date, the Member's name, and a brief description of the Contribution. General discussion, feedback, comments on drafts circulated by the Company, and suggestions made in the ordinary course of a Member's participation in meetings, calls, or consultations are not, of themselves, Contributions and no assignment occurs under this clause 8 in respect of them, unless and until recorded in the Contributions Register in accordance with this paragraph. The Company shall notify the Member promptly after making an entry in the Contributions Register concerning that Member, and the Member may request a copy of any entry relating to its own Contributions at any time.

The Member irrevocably waives, and agrees not to assert, all moral rights (including rights under Chapter IV of the Copyright, Designs and Patents Act 1988) in any Contribution, to the extent capable of waiver under applicable law.

The Member warrants that it has the right to make each Contribution and that, to the best of its knowledge and belief, the Contribution does not infringe the intellectual property rights of any third party.

The Member shall, at the Company's request and expense, promptly execute such documents and do such things as the Company may reasonably require to vest, perfect, or evidence the Company's ownership of a Contribution.

Nothing in this clause 8 obliges the Company to accept, use, or publish any Contribution, or to make any payment in respect of it, unless otherwise agreed with the Member in writing.

Where the Company incorporates a Contribution into the SDL or another published work, it will, where practicable and unless the Member requests otherwise, acknowledge the Member's contribution in a manner the Company determines.

9. Confidentiality

In this clause 9, "Confidential Information" means any non-public information disclosed by or on behalf of one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with the Member's membership of the Company, whether disclosed before or after the date of this Agreement and whether in written, electronic, oral, or any other form, including, where disclosed by the Company, unpublished drafts of the SDL and the SCALE Framework, licence agreements and related materials provided to the Company for review, analysis, or benchmarking, strategic plans, and pricing information; and, where disclosed by the Member, any business, technical, or financial information the Member identifies as confidential or which a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

The Receiving Party shall: (a) keep the Confidential Information confidential and not disclose it to any person except as permitted by this Agreement; (b) use it only for the purpose of the Member's participation in the Company and the furtherance of the Company's objects; (c) disclose it only to its directors, officers, employees, contractors, and professional advisers who need to know it for that purpose, and ensure that any such person is bound by confidentiality obligations no less onerous than those in this clause 9; and (d) apply no lesser security measures and degree of care to it than the Receiving Party applies to its own confidential information of a similar nature, being not less than a reasonable degree of care.

Clause 9(b) above imposes no obligation on the Receiving Party with respect to any Confidential Information that: (a) was already lawfully known to it, without an obligation of confidentiality, before disclosure; (b) is or becomes publicly available other than through breach of this Agreement; (c) is received from a third party without breach of any obligation of confidentiality owed to the Disclosing Party; (d) is independently developed without use of or reference to the Confidential Information; or (e) is required to be disclosed by law, regulation, or an order of a court or regulator, provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party reasonable prior notice and cooperates, at the Disclosing Party's expense, in seeking to limit the scope of the disclosure.

The Company may use and publish generalised, anonymised, or aggregated observations, findings, precedents, and drafting conventions derived from Confidential Information for the purpose of developing, testing, and improving the SDL and related materials, provided that the Company shall not, without the relevant Member's prior written consent, disclose the identity of the source of the underlying information or reproduce verbatim or substantially verbatim extracts in a manner that would allow it to be identified.

The obligations in this clause 9 shall survive termination of this Agreement and continue for five years from the date of disclosure of the relevant Confidential Information, save that anonymised or aggregated observations lawfully published under clause 9(d) above prior to termination may continue to be used and relied upon by the Company thereafter.

Each party acknowledges that damages alone may not be an adequate remedy for breach of this clause 9 and that the other party is entitled to seek injunctive relief, specific performance, or other equitable remedies, in addition to any other rights or remedies available to it.

10. Limitation of liability

Nothing in this Agreement excludes or limits either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited under English law.

Subject to clause 10(a), the Company's total liability to the Member arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed an amount equal to the annual membership fee paid by the Member in the twelve (12) months preceding the event giving rise to the claim.

Subject to clause 10(a), neither party shall be liable to the other for any indirect or consequential loss, or for any loss of profits, revenue, business, contracts, or anticipated savings, whether direct or indirect, and even if the party was advised of the possibility of such loss.

11. Indemnity

The Member shall indemnify and hold harmless the Company and its directors, officers, employees, and contractors against any third-party claims, damages, costs, and reasonable legal fees arising from: (a) the Member's breach of this Agreement; (b) the Member's negligent or wilful acts or omissions; or (c) any claim that a Contribution made by the Member infringes or misappropriates the intellectual property or other rights of a third party.

12. Data protection

Each party shall comply with its obligations under applicable data protection law, including the UK GDPR and the Data Protection Act 2018, in connection with any personal data processed under this Agreement. The Company's privacy notice, available on its website or on request, sets out how it processes personal data provided in connection with membership, and the Member agrees to that processing.

13. Use of the Company's name

The Member may identify itself as a member of the Company in professional communications, consistent with any guidelines for use of the Company's name that the directors publish from time to time. The Member shall not represent or imply that its activities, products, or positions are endorsed by the Company or any Expert Adviser, and shall not otherwise use the Company's name, logo, or trade marks in any publicity, promotion, or commercial communication without the Company's prior written consent, requests for which should be submitted at least seven (7) business days before a response is needed.

14. Term and termination

This Agreement takes effect on the Effective Date and continues until the Member's membership terminates in accordance with the Articles. The Member may withdraw from membership by giving the Company 7 days' written notice in accordance with article 27(1) of the Articles. Membership is not transferable. The directors may terminate or suspend a Member's membership in accordance with the Articles and any membership rules then in force, including for non-payment of fees or material breach of this Agreement. The directors may also terminate a Member's membership immediately and without notice where, in their reasonable opinion, the Member's continued membership would materially harm the reputation of the Company or the integrity of the SDL or the SCALE Framework. Membership fees paid for the then-current year are non-refundable on termination or non-renewal, except as the directors may otherwise determine or as required by law.

15. Relationship with the Articles

This Agreement is supplemental to, and shall be read subject to, the Articles. In the event of any conflict between this Agreement and the Articles, the Articles shall prevail.

16. Non-commercial purpose and conflicts of interest

The Company operates on a not-for-profit basis in furtherance of its objects, and membership fees represent fair value for the benefits of membership rather than a return on investment. The Member shall disclose to the Company any actual or potential conflict of interest arising from its membership activities and shall manage such conflicts in accordance with any conflicts of interest policy the directors adopt from time to time.

17. General

- (a) No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of both parties, save for changes made by the directors under article 26(2) and notified in accordance with clause 1.
- (b) Membership under this Agreement is personal to the Member and may not be assigned or transferred.
- (c) A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- (d) The Company may give notice under this Agreement to the email address provided by the Member; the Member shall promptly notify the Company in writing of any change to its contact details;
- (e) This Agreement, together with the Articles, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior discussions and agreements on that subject matter; and
- (f) The rights and obligations in clause 8 (Member Contributions and Intellectual Property), clause 9 (Confidentiality), clause 10 (Limitation of Liability), clause 11 (Indemnity), clause 12 (Data Protection), and clause 13 (Use of the Company's Name), together with any other provision which by its nature is intended to survive, shall survive termination of this Agreement.

18. Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNED by or on behalf of the parties:

For and on behalf of SCALE Foundation Ltd

The Member

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____