

ZERO OUTAGE Ltd. - MEMBER APPLICATION FORM 2016/2017

To: **ZERO OUTAGE INDUSTRY STANDARD Ltd.** (the "Company")

For the attention of the Directors

and

To: Each Member of the Company as at the date of this application.

Dear Sirs

By executing this Member Application Form, we (the "**Applicant**") hereby apply for admission as a Member of the Company, on and subject to the Company's Articles of Association and the terms and conditions set out in the **Annex** to this **Member Application Form** and we acknowledge and agree that such Annex shall form part of, and shall accordingly be incorporated in, this Member Application Form.

PLEASE NOTE THAT BREACH OF ANY OF THE OBLIGATIONS CONTAINED IN THE COMPANY'S ARTICLES OF ASSOCIATION OR THE MEMBER APPLICATION FORM (AS FROM TIME TO TIME REVISED), INCLUDING FAILURE TO PAY ANY APPLICABLE MEMBERSHIP FEES, MAY RESULT IN THE SUSPENSION OR TERMINATION OF MEMBERSHIP RIGHTS IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE COMPANY.

We request you to enter the following registration details in the Company's register of Members:

Full name(s) of Applicant:

Registered office or principal business address of Applicant:

Website address of Applicant:

Name of contact person¹:

Position of contact person:

Business address of contact person:

Telephone number of contact person:

E-mail address of contact person:

We apply as:

- Full Member** (any Member with voting rights in general meetings of the Company); or
- Associate Member** (any academic institution or a non-industry affiliated research institute with no voting rights in general meetings of the Company and not choosing to become a Full Member)

¹ This person should be an authorised representative of the Applicant and must be capable of taking binding decisions concerning the Company on behalf of the Applicant.

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We confirm that we will transfer to you in cleared funds for value, or will otherwise make arrangements with you for the payment of **EURO 25.000 for Full Membership/EURO 5.000 for Associate Membership** in respect of an application as Member (the "Membership Fee"), the full amount of which shall be payable **within 30 days of notification** to us from the Company of its acceptance of this application for membership.

Yours faithfully

Company incorporated in England and Wales

Signed by / acting by:

.....
Name Director signature

.....
Name Director/Secretary signature

Company incorporated outside England and Wales

Signed by²:

.....
Name Duly authorised signatory

.....
Name Duly authorised signatory

² Please ensure this document is duly executed as a deed in accordance with the rules of the jurisdiction applicable to the Applicant.

ANNEX – TERMS AND CONDITIONS TO ZERO OUTAGE MEMBERSHIP

1. Definitions

Unless stated below or defined elsewhere in this Member Application Form, the words and expressions defined in the Company's Articles of Association (as amended from time to time) shall have the same meanings in this Member Application Form:

- 1.1. "Associates" means, in respect of any Person, any members of that Person's Group or any of that Person's agents, representatives, professional advisers, employees, officers or directors;
- 1.2. "Confidential Information" means all financial, commercial, technical, operational, staff, management and other information, data and know-how relating to Specifications or Contributions, the Disclosing Party or the activities of the Company, which may be supplied to or may otherwise come into the possession of the Receiving Party, whether orally or in writing or in any other form, which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party or by any of its Associates to be confidential and the Receiving Party has not objected to receive confidential information;
- 1.3. "Contribution" means a written submission contributed by the Member to the development of a Specification;
- 1.4. "Disclosing Party" means the Company or Member (including any member of the Company's or Member's Group), as the case may be, whose Confidential Information has been disclosed, supplied or has otherwise come into the possession of the Receiving Party;
- 1.5. "Group" means, in relation to any Person, any company which is a direct or indirect subsidiary or holding company of that Person and any company which is a direct or indirect subsidiary of such holding company ("holding company" and "subsidiary company" as defined in sections 1159 and 1160 of the Companies Act 2006);
- 1.6. "Membership Fee" means each annual participation fee that shall be payable by each Member, the amount and due date for payment of which shall be determined by the Directors in accordance with the provisions of the Company's Articles of Association;
- 1.7. "Person" shall include any corporation, limited liability company, partnership, limited liability partnership, joint venture, joint stock company, trust estate, company and association, whether organized for profit or otherwise;
- 1.8. "Receiving Party" means the Company or Member (including any member of the Company's or Member's Group) as the case may be, to whom Confidential Information is disclosed, supplied or into whose possession any Confidential Information has come in accordance with this Annex; and
- 1.9. "Specification" means a specification developed or in development by the Company which relates to the mission of the Company.

2. Fees

The Applicant irrevocably agrees and undertakes, by execution of this Application Form, that:

- 2.1. within 30 days of notification by the Company of the acceptance of this application, it will pay to the Company the Membership Fee and subsequently it will pay each annual

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- Membership Fee at such time during each year of membership as may be determined by the Directors in their absolute discretion from time to time and in accordance with the Company's Articles of Association;
- 2.2. if at any time it ceases to be a Member, it shall not be entitled to any refund of any fees paid pursuant to paragraph 2.1 above;
 - 2.3. if it ceases to be a Member, it shall nonetheless remain liable for all amounts (including Membership Fees) due to the Company remaining unpaid at the date of cessation of participation; and
 - 2.4. except as may otherwise be agreed or determined in accordance with the Company's Articles of Association, it will be responsible for all expenses and other costs incurred by it or by any of its representatives or personnel in connection with the Company and its activities.

3. Confidential Information

- 3.1. The Company and each Member recognise Confidential Information may be disclosed and exchanged amongst all parties for the purposes of discussing, agreeing and introducing new industry best practices for the design and delivery of IT services based on recommended best practices (the "Business Purpose") and the need to protect such Confidential Information from unauthorized use and disclosure.
- 3.2. Having regard to the considerable commercial value of the Confidential Information, the Receiving Party shall keep confidential and secret and not disclose to any third party the Confidential Information. The Receiving Party shall not use any Confidential Information other than for:
 - 3.2.1. the purpose of promoting, furthering or assisting with the objects and aims of the Company;
 - 3.2.2. the benefit of the Company and its Members collectively; or
 - 3.2.3. for the purpose of participating in the Company.
- 3.3. Notwithstanding paragraph 3.1, the Receiving Party may disclose the Confidential Information to another Member or an Associate of the Receiving Party who or which is directly involved in the Company and needs to know such information for the purpose of promoting, furthering or assisting with the objects and aims of the Company, provided that (a) any such Associate to whom Confidential Information is to be disclosed agrees in advance to be bound by the confidentiality provisions contained in this Member Application Form as if it were a party to it and (b) the Receiving Party shall be responsible to the Disclosing Party for any failure of its Associate to comply with such provisions.
- 3.4. Without prejudice to the above, the Receiving Party agrees to treat the Confidential Information and take all relevant precautions to a standard at least as high as it treats confidential information in its own organisation.
- 3.5. The restrictions on use and disclosure set out in paragraphs 3.1 to 3.3 above shall not apply to any information which:

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- 3.5.1. is already in the possession of the Receiving Party or any of its Associates prior to its disclosure in connection with the Receiving Party's participation (or proposed participation) in the Company, without any obligation of confidentiality or use owed by the Receiving Party to the Disclosing Party in respect of it;
 - 3.5.2. is or comes into the public domain or otherwise ceases to be of a confidential nature other than as a result of wrongful disclosure hereunder by the Receiving Party or any of its Associates;
 - 3.5.3. becomes available to the Receiving Party or any of its Associates on a non-confidential basis from a source other than the Disclosing Party or any of its Associates;
 - 3.5.4. is separately generated by the Receiving Party or any of its Associates who are not privy to the Confidential Information; or
 - 3.5.5. is required to be disclosed by any law or order of a court of competent jurisdiction, recognised stock exchange, governmental department or agency provided that the Receiving Party (where legally permitted to do so) promptly notifies the Disclosing Party of any such requirement, takes full account of any reasonable representations made by the Disclosing Party in connection therewith and uses its best efforts to ensure that confidential treatment is accorded to the Confidential Information disclosed.
- 3.6. Upon termination of this Member Application Form, the Receiving Party shall on demand:
- 3.6.1. promptly return to the Disclosing Party or destroy all originals of Confidential Information, whether in paper or in electronic form, supplied to it or to any of its Associates or which are otherwise in its possession or under its control; and
 - 3.6.2. promptly destroy or have destroyed all copies made of the Confidential Information and all notes, memoranda and other documents or computer files or records prepared by it or any of its Associates to the extent of the Confidential Information contained in them, provided that the Receiving Party may keep one copy of Confidential Information for archiving purposes.
- 3.7. Neither the Applicant nor its Associates shall release any press statement or disclose other information to any person relating to the activities, objects or membership (other than the fact of its own membership) of the Company, without the prior written consent of (a) the Company to the content of such release and (b) any relevant Member or any member of a Member's Group referred to in such release, to the content of the relevant part(s) of such release.
- 3.8. The obligation of any Receiving Party with respect to any Confidential Information disclosed to it hereunder in Annex shall continue in force for a period of two (2) years from the date of such disclosure, irrespective of any termination of this Member Application Form.

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- 3.9. Nothing in this Annex shall restrict the free movement of the Receiving Party's employees throughout its organization. The Receiving Party shall in any event be able to assign its employees to different projects, tasks and activities. Nor shall anything in this Annex prevent the Receiving Party from independently developing, without use of the Disclosing Party's Confidential Information, competing products or technologies, and from using, selling or otherwise supplying to third parties such products or technologies.
- 3.10. All Confidential Information of a Member, as the party, shall remain the property of the Disclosing party and, except as provided in Section 4 of this Document, a Member neither grants the other party any rights under any patent, copyright, or other intellectual property right, nor any rights in or to the other party's Confidential Information other than the limited right to receive such Confidential Information solely for purposes defined in Section 3.2 of this Document.
- 3.11. The Applicant agrees to comply fully with all relevant export laws and regulations of the United States and other countries to assure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of such laws.
- 3.12. The Applicant agrees that any Specification or part thereof, including specifications under creation or development within the Company will be treated as Confidential Information until such time it is published, or otherwise publicly disclosed, by or on behalf of the Company Board.

4. Copyright

- 4.1. Each Member shall retain copyright ownership of its Contributions, but agrees to grant the Company a worldwide, irrevocable, nonexclusive, nontransferable, royalty-free and sub-licensable copyright license to reproduce, create derivative works from, distribute, display and perform its Contribution(s) solely for the purposes of Company developing, publishing and distributing Specifications to which such Contribution(s) was submitted. This grant does not convey or create any express or implied license to contributor's patent rights.
- 4.2. No Member may make a Contribution unless the contributor is the copyright owner of the Contribution or have sufficient rights from the copyright owners to grant the foregoing copyright license in the Contribution under the terms of these terms and conditions. If the Company nevertheless becomes aware that a Contribution contains material for which the contributor did not have the necessary copyright rights, it will promptly notify all Members and cease distributing the Contribution and make no further use of the unlicensed material.
- 4.3. The Company shall own the copyright in its Specifications, subject to the underlying copyright rights to the Contributions of their respective Members. Any publication of a Specification shall contain an appropriate copyright notice in the name of the Company. The Company may exercise any and all rights of copyright ownership in the Specification and will be authorized to license such rights.

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5. Termination

5.1. Upon the Applicant ceasing to be a Member of the Company in accordance with the Company's Articles of Association:

5.1.1. the licences granted to the Company and the Members and their respective Associates under section 4.2 above shall continue without limit of time;

5.1.2. the Applicant shall on demand by the Company:

5.1.2.1. promptly return to the Company all originals, whether in paper or in electronic form, of all Company documents and all materials in which Specification copyright subsists which were supplied to the Applicant or to any of its Associates or which are otherwise in the Applicant's possession or under its request; and

5.1.2.2. promptly destroy or have destroyed all copies made by the Applicant or its Associates of all materials in which Specification copyright subsists and Company documents and all notes, memoranda and other documents or computer files or records prepared by the Applicant or any of its Associates to the extent of such Specification copyright or contained in them.

5.1.2.3. promptly return to each Member all originals, whether in paper or in electronic form, of all materials (if any) in which such Member owns copyright which were supplied by such Member to the Applicant or to any of its Associates or which are otherwise in the Applicant's possession or under its request as a result of its participation in the Company; and

5.1.2.4. promptly destroy or have destroyed all copies made by the Applicant or its Associates of all materials in which other Members own copyright and all notes, memoranda and other documents or computer files or records prepared by the Applicant or any of its Associates to the extent of such copyright material contained in them provided that the Applicant may keep one copy of such materials for archiving purposes.

6. English Law/Arbitration

The Applicant agrees and acknowledges that the obligations contained in this Member Application Form for membership are legally binding upon it and that they will be construed and interpreted in accordance with English law. The Applicant agrees that any disputes which may rise out of or in connection with this Member Application Form (including the provisions of this Annex, as from time to time revised) or otherwise in connection with its involvement in or with the Company shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these Rules. The Applicant further agrees that the place of arbitration shall be London and all proceedings in the arbitration shall be in English.

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7. Obligations Enforceable

7.1 The Applicant agrees and acknowledges that:

7.1.1 the obligations set out in this Annex are intended to be enforceable by and against and therefore between each Member of the Company from time to time and by the Company against each such Member (as if and to the extent that such obligations are set out in the Company's Articles of Association); and

7.1.2 it will be bound by and will observe all the obligations set out in this Annex, as from time to time revised or varied by the Members of the Company in accordance with the Company's Articles of Association (as may be amended or varied from time to time).

7.2 The Applicant further acknowledges that it has read and understood the Company's Articles of Association and the Company's Process Guidelines (which give an overview of Members' rights for the time being). The content or provisions in this Annex only may be amended or varied from time to time (thereby amending the rights and obligations of Members) by an appropriate majority of the Members or the Directors respectively without the formal approval of the Members.

8. Survival of Rights

The obligations in this Annex in respect of confidentiality and licensing of copyright shall survive termination of participation howsoever arising.

9. Withdrawal

Each Member may withdraw from membership or participation in the Company at any time by providing written notice to the Company, effective as of the date of such written notice. Upon the effectiveness of any such withdrawal, the withdrawing Member, as the case may be, shall have no obligations (including, but not limited to, those set forth in revised Application Forms or the Company's Articles of Association), except its obligation to maintain the confidentiality of any Confidential Information and the licences granted in accordance with Section 4 above.

10. Injunctive Relief

Any breach or threatened breach by a Member of any of the promises as regards to confidentiality as referenced in Section 3 may result in irreparable and continuing damage to the Disclosing party for which there will be no adequate remedy at law. Accordingly, in addition to any other remedies that may be available in law, in equity or otherwise (including monetary damages if appropriate), a Member shall be entitled to seek injunctive relief and/or a decree for specific performance barring any actual or threatened breach of this Agreement or the continuation of any such breach by the Receiving party, without proof of damages from any court in any jurisdiction.

11. Rights of Third Parties

Nothing in this Agreement confers or is intended to confer on any third party any benefit or right to enforce any terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 save that clauses 3, 6, 7, 8 and 10 shall apply between the Members and to any other Members of the Company who are not a party to this Agreement.