Ellen MacArthur Foundation

Terms of Registration

Ellen MacArthur Foundation Trading Limited (**EMF**) is the trading subsidiary of the Ellen MacArthur Foundation, a registered charity. These terms of registration (**Terms**) apply to any firm, partnership, company, organisation, governmental department or city (being any corporate or unincorporated body with or without separate legal identity, wherever and however incorporated or established) (**Organisation**) that has applied to be registered with EMF as part of its global community of circular economy practitioners.

These Terms set out a contract between EMF and each Organisation, which comes into effect upon the submission by the Organisation to EMF of an application (in the form prescribed by EMF) (**Application**). Any reference in these Terms to **you** is a reference to the Organisation which is party to that contract.

1. Application process

1.1. Registration is conditional upon EMF's approval of your Application. Upon receipt of your Application, EMF will carry out a due diligence and verification exercise based on the information provided in connection with your Application (**Application Data**). EMF will contact the Organisation using the individual contact details provided as part of the Application Data and that individual will be the **Organisation Contact**. Approval of your Application may be given or withheld at EMF's discretion.

1.2. The Organisation warrants and represents that all Application Data is accurate and not misleading, that it has all necessary rights to provide the Application Data to EMF and that use of the Application Data by EMF will not infringe the rights of any third party.

1.3. If your Application is approved, EMF will notify you accordingly. From the date of the notice, the Organisation will be defined as a **Registered Organisation** and clause 2 will apply.

1.4. If your Application is not approved, EMF will notify you accordingly (EMF is under no obligation to provide you with the reason) and upon that notification the contract created by these Terms will immediately terminate, EMF will delete your Application Data and neither party shall have any further right or obligation to each other under or in connection with these Terms.

1.5. The Application is hosted by a third party software provider. The Organisation agrees that it will not (i) attempt to tamper with, reverse engineer or otherwise disrupt the use or security of the Application software or (ii) knowingly upload to, send via or store in the software (A) any virus or malicious code or (B) any text, link, image, video or audio file or any other type of file or content that could be reasonably deemed unlawful, fraudulent, defamatory, plagiarised, obscene, pornographic, harmful, libellous, hateful, discriminatory, threatening or otherwise illegal or offensive.

2. Registered Organisations

2.1. For so long as the Organisation remains a Registered Organisation:

2.1.1. EMF may contact the Organisation about potential opportunities, events, activities or projects (each an **Activity**) that are aimed at accelerating the transition to a circular economy and that may be of interest to the Organisation;

2.1.2. employees and representatives of the Organisation may apply to join EMF's online community platform;

2.1.3. EMF may make available to the Organisation information and materials, including reports, papers, newsletters, presentations, data, images, graphics, animations, and audio and visual recordings (the "**EMF Materials**"). On the provision of EMF Materials by EMF to the Organisation, EMF grants to the Organisation a limited and revocable licence on a non-exclusive, royalty free, non-sublicensable basis to use (but not edit or amend) the EMF Materials, in accordance with clause 3.1;

2.1.4. EMF may, at its discretion, feature the Organisation in a publicly-available database (but is under no obligation to do so). If your Organisation is selected to feature, EMF will populate its profile in the database using (i) the Application Data that was indicated during the Application process or (ii) information that has otherwise been agreed with you (together, the **Information**). You consent to this use of the Information and agree that EMF may edit or adapt the Information for use in the database in such way as EMF (acting reasonably) considers necessary or desirable, provided that any edits and adaptations do not change any facts provided by the Organisation or otherwise fundamentally distort its meaning. EMF accepts no responsibility for verifying or updating the Information and to the maximum extent permitted by law disclaims all liability to the Organisation and all third parties in connection with its use. Except as set out in this clause, EMF will not share any Application Data that is not otherwise publicly available outside of the **EMF entities** (being EMF, any other company in its group and the EMF associated charities in US and Brasil), unless required by law or regulation;

2.1.5. the Organisation agrees to comply with all applicable laws and regulations and will conduct itself in a way that could not reasonably be considered likely to damage EMF's reputation;

2.1.6. EMF grants to the Organisation a limited and revocable licence on a non-exclusive, royalty free, non-sublicensable basis to refer to the Organisation as 'part of the Ellen MacArthur Foundation community' on its website only, subject to the restrictions in clause 3.2 and provided that the Organisation must not otherwise use the 'Ellen MacArthur' name nor hold itself as having any association or connection with EMF and must in no circumstances use any logo or trademark belonging to EMF;

2.1.7. the Organisation grants to EMF a limited licence on a non-exclusive, royalty free, basis, sub-licensable to the EMF entities only, to use the Organisation's name (but not its logo) to refer to the Organisation as 'part of the Ellen MacArthur Foundation community' on its websites, event signage, in presentations and in its communications and marketing materials; and

2.1.8. the Organisation agrees to promptly inform EMF of any material change to its Application Data.

2.2. EMF is under no obligation to provide any Activities or EMF Materials to the Organisation. Access to Activities or use of EMF Materials may be conditional on the acceptance by the Organisation of further terms and conditions which will be made available by EMF if required.

2.3. The Organisation may change or update the details of the Organisation Contact by notice to EMF at community@emf.org.

2.4. EMF may (at its discretion) carry out a review of the Organisation's status as a Registered Organisation from time to time (**Review**). The Organisation will provide EMF with such information as EMF may reasonably request for the purpose of the Review. Information provided by the Organisation as part of a Review will be categorised as Application Data for the purpose of these Terms. If, as a result of the Review, EMF is no longer willing or able to maintain the Organisation's status as a Registered Organisation, it will notify the Organisation and terminate these Terms in accordance with clause 4.

3. Intellectual property

3.1. You acknowledge and agree that EMF is the owner or the licensee of all intellectual property rights in the EMF Materials and that nothing in these Terms creates or transfers to you any right or interest in them, subject only to the limited licence in clause 2.1.3. EMF may terminate the licence granted to you in clause 2.1.3 by written notice, upon receipt of which the Organisation must immediately return or destroy all copies of the EMF Materials. EMF Materials are provided on an "as is" basis, and no warranty is given as to their quality, accuracy, completeness or fitness for purpose. The Organisation is solely responsible for any use by it of the EMF Materials and for determining whether they meet its requirements and comply with any laws or regulations applicable to it and other obligations it may have. The Organisation may use the EMF Materials:

3.1.1. solely for the purpose for which they are provided by EMF, or in the absence of any stated purpose, to facilitate and develop your understanding of the circular economy;

3.1.2. in accordance with any instructions and documentation given to you by EMF from time to time; and

3.1.3. on terms that you shall not share outside of the Organisation or licence the EMF Materials, edit or adapt the EMF Materials, or sell or otherwise commercially exploit, the EMF Materials or use them for profit or commercial gain or for marketing or promotional purposes.

3.2. The Organisation will in no circumstances use the Ellen MacArthur name (i) on any commercial product or otherwise for marketing purposes that endorse or promote individual products/services or in any way which could lead to mercantile advertising of any kind (directly or indirectly) being associated with EMF or (ii) in any way which may otherwise bring EMF or Ellen MacArthur herself into disrepute or (iii) to indicate support towards, or to promote strategies that do not align with, EMF's vision for a circular economy or (iv) in such a way that, taking into account the context of such use, misrepresents or exaggerates the connection between EMF and the Organisation or otherwise suggests that EMF endorses or supports any project or work of the Organisation with which EMF is not actively involved.

4. Termination

4.1. Either party may at any time terminate the contract created by these Terms by notice to the other. A notice to EMF shall be sent to community@emf.org. Termination will take effect from the date of the notice.

4.2. These Terms will automatically terminate if the Organisation becomes a 'Member', 'Partner' or 'Strategic Partner' of EMF. Termination will take effect from the effective date of the Member, Partner or Strategic Partner contract (as prescribed by that contract) once signed by all parties thereto.

4.3. On termination of these Terms:

4.3.1. the Organisation shall cease to be a Registered Organisation; and

4.3.2. all rights and obligations of each party and all licences of intellectual property granted by these Terms will cease with immediate effect and the Organisation will cease holding itself out as being part of the EMF community.

5. Liability

5.1. The Organisation warrants that it has capacity, power and authority to enter into and perform these Terms.

5.2. To the maximum extent permitted by law, EMF disclaims all warranties (express or implied) and shall not be liable in any circumstances, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising in connection with these Terms or the use of the third

party software hosting the Application, including for loss of profits, loss of sales, loss of business or revenue, business interruption, loss of anticipated savings, loss or corruption of data, loss of goodwill or reputation, or any indirect or consequential loss or damage.

5.3. You agree to indemnify EMF (on EMF's first demand from time to time) against any claims, liabilities, losses, damages, expenses, and proceedings suffered or incurred by EMF, or to which EMF is subject in connection with your breach of these Terms.

6. General

6.1. The contract in these Terms constitutes the entire agreement between EMF and the Organisation related to its subject matter. It does not create any rights enforceable by any person who is not a party to it. EMF may transfer its rights and obligations under these Terms to another person or entity. You may only transfer your rights or obligations under these Terms with EMF's prior written agreement. Failure by EMF to exercise or enforce any right does not prevent it from later exercising or enforcing that right. Each term of these Terms operates separately. If any court or competent authority decides that any term is unlawful or unenforceable, the remaining terms shall remain in full force and effect.

6.2. You acknowledge and agree that EMF may revise these Terms at any time on notice to you. Revised terms will take effect and shall become binding on you from the date of such notice.

6.3. These Terms and any non-contractual obligations arising out of them shall be governed by and construed in accordance with English law. You agree that any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.