

## Membership Agreement

(hereby known as “Member”) here agrees the following membership agreement as a member in the Swedish Arena for Additive Manufacturing of Metals (hereby known as “the Arena”).

Swerim AB is formally legally responsible for the Arena. However, Swerim AB has delegated to the Arena board to decide all matters regarding business and allocation of the membership fees from the members of the Arena.

This technical scope of the Arena is outlined in the Prospectus for Swedish Arena for Additive Manufacturing of Metals dated June 29<sup>th</sup>, 2016, from hereon called Prospectus. The detailed technical program is stated in the yearly business plan of the arena as decided by the board of the Arena.

### Definitions

#### Membership agreement

The membership agreement is defined by this agreement together with the Prospectus and the Code of Conduct dated July 6<sup>th</sup>, 2017. The wording of the membership agreement is the same independent of the membership level selected.

#### Member

Membership in the Arena can only be obtained by organizations that are legally registered. Membership requires that the organization has concluded a Membership Agreement with the Arena. A Member can be a basic or an active member according to the description in the Prospectus.

### Fees and invoicing

Member agrees to pay the annual fee to the Arena for the actual calendar year latest March 31<sup>st</sup>. The annual membership fee is decided by the Arena board and is dependent on the level of membership and the size of the organization as described in the Prospectus. The current yearly fee for Member is kSEK.

The annual fee for the arena is decided on an annual basis by the Arena board. The member fee for the next calendar year should be taken latest September 30<sup>th</sup> the year before.

The Membership Agreement enters into force, and the organization becomes a Member, when both parties have signed the Membership Agreement. The membership fee is invoiced latest October 31<sup>st</sup> the preceding year and should be paid on latest March 31<sup>st</sup>. If an organization decides to become a member later during the year, the member is invoiced within a month after the agreement has been signed. In this case the terms of payment are subjected to 60 days net. For late payments, a delay fee is taken as of the reference interest of the Swedish Riskbank plus eight percent.

### **Organization and operation**

The board members are elected for one or two years by the annual meeting of the Arena. Only active members have voting rights at the annual meeting of the Arena. Chairman of the board is always a representative from the industry. The operation and direction of the Arena is handled by the Arena board. The board shall also appoint a management team for the Arena responsible for all the operative work. The management team shall include representatives from all four core research partners with a manager from Swerim. After the split of Swerea into Swerim and RISE October 1<sup>st</sup> 2018, the four core research partners are Swerim, RISE, Chalmers University of Technology and University West.

### **Secrecy and limitation of liability**

The Arena activities within the scope of the basic member program will to a large extent be open and not bound by confidentiality. However, it is still possible that members of the Arena decide on its own will to share information within the consortia, which is of classified nature, trade secrets or miscellaneous information. In such a case, it should be clearly stated by the disclosing party that the information is to be regarded as confidential and not to be used outside the Arena. Member commits not to take advantage or share such information that has been received within the Arena member program with any third parties outside the Arena without a written consent from the party who first communicated the information.

What is said concerning confidentiality above is not valid for:

- Information which, at the time of disclosure, is already in the public domain;
- Information which, after disclosure, becomes a part of the public domain by publication or otherwise through no fault or breach by Member;
- Information which is shown by competent written evidence to be in the possession of Member by written record prior to disclosure;
- Information which Member has received or will receive from a third party without restraints as to the disclosure thereof;
- Information which is developed by Member independently from Confidential Information received hereunder as shown by competent written evidence.

The Arena activities within the scope of the active member program will require a more detailed handling of confidentiality, ownership of results and IPR rights. Therefore, a special project agreement will be prepared for research and development projects within the active member program of the Arena, These project agreements will cover all legal aspects of the cooperation in the project as agreed by the parties. The project agreements will be prepared by the project leader together with the participating group and must be signed by all parties.

Before a special agreement for a research and development project within the Arena has been finalized, the parties agree to the same undertaking of confidentiality as above, although in this case restricted to the actual active parties in the discussions.

**Membership term and termination**

The membership is renewed automatically if the Member has not terminated its membership for the next year in writing before October 31<sup>st</sup>. If the membership has been terminated, the membership ends at the end of the calendar year, which is December 31<sup>st</sup>. The membership fee is not refundable.

The membership can be terminated by decision of the Arena board if the Member has not lived up to the terms of this Member Agreement.

By signing this document, we agree to the terms and conditions for the Swedish Arena for Additive Manufacturing of Metal’s membership program:

_____	_____	_____
Place, date	Place, date	Place, date
_____	_____	_____
	CEO, Swerim AB	Coordinator, Swedish Arena for Additive Manufacturing of Metals