



Founders Agreement

THIS FOUNDERS' AGREEMENT (the "Agreement") is made as of **7th February 2022** by and among **Croydon Community Energy Ltd** (the "Company"), and the following founders (the "Founders"):

- Connie Muir
- Deren Tumkaya
- Katherine Linsley
- Jibrán Ahmed
- Titilope Adeoye
- Tim Coombe
- Gareth Simkins

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Business Venture

The Founders have created Croydon Community Energy as a community energy co-operative with the ambition of developing low-carbon solutions, providing energy advice and community outreach to Croydon (the "Business Venture").

The Company's initial place of business is located at **Flat 2, Stag Court, 26 Selsdon Road, Croydon CR2 6PB**.

Initial Capital

There is no initial capital required for the Business Venture.

Additional capital contributions may be made to support the Company's ongoing operating costs. These additional capital contributions are to be made only through the mutual written consent of all the Founders.

Ownership Structure

Upon the formation of the company, ownership shares will be divided among the Founders as follows:

1 share per Founder

These shares are meant to establish the initial proportional ownership of the Founders of the Company. These shares are not transferable and do not constitute securities of any kind.



Voting

If a matter arises that pertains to the Business Venture and requires a majority vote in order to proceed, voting powers shall align with the distribution of each Founder's percentage of shares.

In the case of a split vote, Connie Muir shall administer the deciding vote.

Intellectual Property Ownership

Each Founder shall grant and assign all his/her/their right, title, and interest in the Business Venture to the Company, including all ideas (however formed or unformed) and work product that results from any task performed by the Founder for the full term of this agreement. Each Founder shall also perform all such actions that may be necessary to bestow absolute legal ownership of the Business Venture and any related intellectual property to the Company.

Any other agreement that requires an ownership interest in the Business Venture and related intellectual property to be transferred to a third party must be agreed upon by each Founder. In the event of such an agreement, the obligations of this Agreement must be disclosed to that third party.

The provisions in this section do not pertain to any inventions developed by a Founder entirely on his or her own time, entirely unrelated to the Business Venture, without the utilisation of any of the Company's resources such as, without limitation, equipment, supplies, and facilities.

Amendment And Waiver; Termination

This Agreement may not be orally changed, modified, or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may only be changed, modified, or terminated by an agreement in writing signed by the Founders.

Resignation And Removal

Any Founder may resign from the Company by giving written notice to the other Founders. Should all of the Founders resign, the Company shall dissolve, and this Agreement will terminate immediately upon completion of the winding up of the Company's affairs and distribution of its assets and liabilities in accordance with this agreement. Each Founder further agrees that a majority vote will be required for the removal of any Founder in accordance with the voting provisions contained in this Agreement.

Confidentiality

The Founders shall take necessary steps to ensure that anything deemed "Confidential Information" will remain confidential. Confidential Information shall include, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyright and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.



Disclosure of Confidential Information will only occur on an as-needed basis and only upon consent of all the Founders.

Dispute Resolution

If a dispute, controversy, or claim arises out of or relates to this Founders' Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the Founders agree first to try in good faith to settle the dispute, or a similar dispute resolution service. Judgment on the Award may be entered in any court having jurisdiction.

Severability

If a court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible.

Entire Agreement

All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement. Neither party will rely upon any statement or representation made by the other not embodied herein. This Agreement may be modified only by a written amendment by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Founders' Agreement to be duly executed as of the date first set forth above.

FOUNDER #1

DocuSigned by:
Connie Muir
888340884004455...

Connie Muir

FOUNDER #2

DocuSigned by:
Deren Tumkaya
58DD076E65FD47B...

Deren Tumkaya


FOUNDER #3

DocuSigned by:
Katherine Linsley
F0EA310067E5490...

Katherine Linsley



FOUNDER #4

DocuSigned by:

039F28491587499...

Jibrán Ahmed

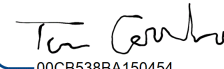
FOUNDER #5

DocuSigned by:

266E5E66E9494E6...

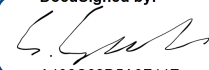
Titilope Adeoye

FOUNDER #6

DocuSigned by:

00CB538BA150454...

Tim Coombe

FOUNDER #7

DocuSigned by:

A406C62D5A0F44E

Gareth Simkins