

FRAM FARMERS LIMITED
MEMBERSHIP AGREEMENT

June 2019



Disclaimer

This document is confidential to the Member and may be shared only with the Affiliates of the Member or their professional advisers but only to the extent necessary for the purposes of: (i) applying to become a Member of the Co-operative; and (ii) complying with the Membership Terms for the Co-operative.

The Co-operative, these Membership Terms, your Membership Agreement and any associated documents are operated and administered by Fram Farmers Limited, an industrial and provident society registered in England and Wales under the Co-operative and Community Benefit Societies Act 2014 with registration number IP22866R and registered office at Station Road, Framlingham, Woodbridge, Suffolk IP13 9EE. Fram Farmers Limited and its Affiliates do not and will not provide any investment advice in connection with a Member's purchase of Goods or Services. Fram Farmers Limited and its Affiliates do not owe any duty to exercise any judgment with regard to the merits of any Transaction entered into by a Member.

The Co-operative provides a vehicle through which Members may purchase Goods and Services. Fram Farmers Limited as the operator of the Co-operative helps to facilitate Transactions between Members and Suppliers. Accordingly, the contract formed at the completion of a Transaction for Supplier Goods and Services is between the Member and the Supplier.

All Goods and Services purchased by a Member originate from a Supplier. Fram Farmers Limited does not sell any Goods or Services to the Members and the Members do not purchase any Goods or Services from Fram Farmers Limited. In the event that a Member instructs Fram Farmers Limited to place an Order on its behalf and thereby accept any Supplier Terms, Fram Farmers Limited acts as agent only and does not assume any liability or responsibility whatsoever in connection with the Goods or Services.

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THIS MEMBERSHIP AGREEMENT (the **Membership Agreement**) is entered into on _____ 2019

BETWEEN

- (1) **FRAM FARMERS LIMITED** an industrial and provident society registered in England and Wales under the Co-operative and Community Benefit Societies Act 2014 with registration number IP22866R and registered office at Station Road, Framlingham, Woodbridge, Suffolk IP13 9EE (**Fram Farmers**); and
 - (2) **[NAME OF MEMBER]**, [insert relevant details] (the **Member**),
- each a **Party** and together the **Parties**.

WHEREAS

- (A) Fram Farmers is operating the Co-operative in accordance with the Membership Terms (the **Terms**).
- (B) The Member wishes to become a member of the Co-operative for the purposes of entering into Transactions.
- (C) The Member is willing to be subject to the terms of this Membership Agreement and the Terms in order to access the Co-operative and the related services and benefits.

IT IS AGREED as follows:

1 Definitions and interpretation

- 1.1 In this Membership Agreement, unless the context requires otherwise, capitalised words and phrases shall have the same meaning as set out in the Terms, as may be amended from time to time.
- 1.2 In the event of any conflict or inconsistency between this Membership Agreement and the Terms, the Terms shall take precedence.
- 1.3 The placement of any Order on any day not less than 7 (seven) days from the date of this Membership Agreement constitutes your acceptance of the terms and conditions of this Membership Agreement.

2 Obligations of the Member

2.1 With effect from the date on which this Membership Agreement is entered into, the Member agrees to:

2.1.1 comply with and be bound by the Terms and all rights, obligations and liabilities pursuant to the Terms as if the Terms were set out in this Membership Agreement;

2.1.2 be subject to and bound by all Transactions;

2.1.3 be responsible for the acts and omissions of its Representatives, employees and Customers, as set out in the Terms;

2.1.4 immediately pay on first demand without any deduction, set-off or withholding whatsoever:

(a) the sum of £20.00 shareholding (4 x £5 shares) in respect of the Shares;
and

(b) the Annual Membership Fee,

and

2.1.5 submit to the jurisdiction and be bound by any decision, determination, direction, sanction, requirement or award of any arbitral tribunal, court or other body appointed or formed pursuant to the Terms or that has jurisdiction over any matter in accordance with the Terms.

2.2 The Member understands that each Order submitted to Fram Farmers may result in Fram Farmers entering into one or more binding Transactions with a Supplier on its behalf as agent for the Member. In consideration of this, the Member agrees to pay all sums due in respect of all Invoices rendered to the Member by Fram Farmers in accordance with the Terms.

3 Term

3.1 This Membership Agreement shall terminate in accordance with the Terms.

4 Representations and warranties

4.1 The Member represents and warrants that:

4.1.1 it has the capacity and authority to execute the Membership Agreement and to perform the obligations it is expressed to assume under it, the Terms and each Transaction;

4.1.2 it shall, and will ensure that its Representatives, employees and Customers shall, comply with all Applicable Law, all terms and conditions of this Membership Agreement, the Terms, any relevant Supplier Terms and any other agreement entered into with Fram Farmers in connection with its exercise of its rights and obligations under this Membership Agreement, including any and all use of and access to the Co-operative, its operation and any related services; and

4.1.3 the obligations assumed by it under this Membership Agreement, the Terms and each Transaction are legal, valid, binding and enforceable obligations.

4.2 The Member further acknowledges and agrees that:

4.2.1 if approved as a Member, its status as a Member may be limited, restricted or terminated by Fram Farmers in accordance with the Terms and the Member will have no recourse against Fram Farmers if action is taken in accordance with this clause; and

4.2.2 the statements in the application materials provided to Fram Farmers are true, complete and accurate and it shall promptly notify Fram Farmers if the information provided changes or ceases to be true at any time during the currency of the Membership.

5 Third Party Services

5.1 The Member acknowledges and accepts that:

5.1.1 the Goods and Services are provided by third party Suppliers on the Suppliers' Terms, over which Fram Farmers has no control;

5.1.2 while Fram Farmers endeavours to source Goods and Services from trusted Suppliers, it does not make any representation or warranty in relation to the quality of the Goods or Services or the status or financial standing of the Suppliers;

5.1.3 except as set out in this Membership Agreement and/or the Terms, all warranties, conditions and undertakings, express or implied, whether by statute, common law or otherwise in respect of the Goods and Services are excluded to the fullest extent permitted by law; and

5.1.4 it has read and understood the Disclaimer, which forms part of the Membership Agreement.

6 Relationship of Parties

6.1 By entering into this Membership Agreement, the Member appoints and authorises Fram Farmers to conclude Transactions on its behalf as agent.

7 Miscellaneous

7.1 Notices

7.1.1 Unless otherwise specified in the Terms, a notice or other communication given to a Party under or in connection with this Membership Agreement shall be sent either in writing or by email (with the notice attached in PDF format) to the address set out below and shall be deemed given two Business Days after sending:

Party and FAO	Address	Email address
Fram Farmers Limited Attn.: [XXX] [XXX]	Station Road, Framlingham, Woodbridge, Suffolk IP13 9EE	mail@framfarmers.co.uk

7.1.2 Fram Farmers may also give a notice or other communication to the Member by posting it on the Website.

7.1.3 Each Party shall notify the other of any changes to the details set out in clause 7.1.1 from time to time.

7.2 Amendments

7.2.1 Subject to clause 7.2.2, no purported variation of this Membership Agreement shall be effective unless it is in writing, refers specifically to this Membership Agreement and is signed by each Party.

7.2.2 Fram Farmers shall be entitled to amend this Membership Agreement and/or Terms as set out in the Terms. The Member's continued use of the Co-operative following an amendment to the Terms or this Membership Agreement taking effect shall constitute its acceptance of such amendment.

7.3 Assignment

7.3.1 The Member may not assign, delegate, sub-contract, transfer or create an encumbrance over any or all of its rights and obligations under this Membership Agreement without the prior written agreement of Fram Farmers, such consent is not to be unreasonably withheld.

7.3.2 Fram Farmers shall be entitled to assign any or all of its rights or benefits under this Membership Agreement to any Affiliate on terms that if any such assignee shall cease to be an Affiliate of Fram Farmers then (unless such rights shall previously have been assigned to a continuing Affiliate of Fram Farmers or the parties have agreed otherwise) such rights shall terminate.

7.4 Entire Agreement

7.4.1 This Membership Agreement and the Terms constitute the entire agreement between the Parties and supersede any prior agreement, understanding, undertaking or arrangement between the Parties relating to the subject matter of the Membership Agreement.

7.4.2 The Member acknowledges and agrees that by entering into this Membership Agreement, it does not rely on any statement, representation, assurance or warranty of

any person (whether a Party to the Membership Agreement or not and whether made in writing or not) other than as expressly set out in the Membership Agreement or the Terms.

7.4.3 The Member agrees that it shall have no right or remedy (other than for breach of contract) in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Membership Agreement or the Terms.

7.4.4 Nothing in this Membership Agreement shall exclude or limit the liability of either Party which cannot by law be excluded.

7.5 Contracting out of third party rights

7.5.1 No term of this Membership Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

8 Governing law and arbitration

8.1 This Membership Agreement shall be governed by and construed in accordance with the laws of England and Wales.

8.2 Section 2.8 of the Terms (regarding disputes) shall apply to this Membership Agreement save that any reference to the Terms shall be interpreted as a reference to this Membership Agreement.



This Membership Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed on behalf of

FRAM FARMERS LIMITED

acting by _____ director

.....

[SIGNATURE OF DIRECTOR]

Director

.....

Signed on behalf of

[NAME OF MEMBER]

.....

[SIGNATURE]