

MEMBERSHIP AGREEMENT
WITH RESPECT TO
COÖPERATIE B FOR GOOD LEADERS U.A. (THE B FOR
GOOD LEADERS COOPERATIVE WITH EXCLUDED
LIABILITY)
('BFGL')

BETWEEN

BFGL

AND

[MEMBER]

Introduction to the Membership Agreement

Our mission:

*'It is inevitable to move towards a regenerative economy in which businesses are used as a force for good; balancing people, planet and profit. This is not an easy transition. It requires policy makers to change laws, consumers to make educated choices, researchers to develop best practices and financial entities to allocate their money differently. And it requires businesses to change the way they do business. The B for Good Leaders Cooperative exists to speed up this transition by bringing together a global network of business leaders with this same, shared mission. **We don't spend time discussing if or why this transition is required. We are here to find out and show the world how to do it.'***

Welcome to BFGL!

I. PARTIES:

The parties to this members' agreement are:

1. the private company with limited liability **[...] BV**, with its registered office in *******, (****** ****) *******, legally represented in this matter by its director [...], / **[entity under foreign law] / [private individual, with name and address]**, hereinafter referred to as: the **'Member'**;

and

2. The cooperative association **COÖPERATIE B FOR GOOD LEADERS U.A. (THE B FOR GOOD LEADERS COOPERATIVE WITH EXCLUDED LIABILITY)**, with its registered office in (3581 GA) Utrecht, Wittevrouwensingel 1, the Netherlands, legally represented in this matter by its directors, hereinafter referred to as: **'BFGL'**;

Parties 1 and 2 hereinafter jointly referred to as the **'Parties'** and individually referred to as the **'Party'**.

II. BACKGROUND:

- (A) By means of this Membership Agreement you become a party to the cooperative, in which we have laid down a number of rules in the form of member regulations (including appendices such as the BFGL Articles of Association), hereinafter referred to as: the **'Rules'**. If you sign this Membership Agreement, the agreements set out in the Rules will also apply to you as a member. A copy of the Rules is attached as **Appendix 1**.
- (B) The Parties hereby aim to lay down the agreements between BFGL and the Member (such as those regarding any allocation of Profit Category units or Profit Units).
- (C) Membership and thus the validity of the agreements will take effect as of **[****]**, the **Commencement Date**.

AGREEMENT:

Article 1 – Definitions

- 1.1 To ensure the correct interpretation of this agreement, the following terms will have the following meanings:

'Agreement'	this membership agreement or members' agreement between the Member and BFGL, of which the Rules form an integral part (Appendix 1);
'BFGL'	The B for Good Leaders Cooperative with Excluded Liability
'Member'	has the meaning specified in the Agreement (and BFGL Articles of Association), also party under 1;
'Parties'	the parties under 1 and 2;

'Profit Category'	an economic interest in BFGL defined at the time of joining, distinguished as category F, category I and category S.
'Rules'	Member regulations (including appendices thereto, such as the BFGL Articles of Association), setting out the agreements between members and BFGL;

Article 2 – Membership

- 2.1 By signing the Agreement, the Member becomes a party to the cooperative (BFGL) and thus subject to the agreements in this Agreement and the Rules (including appendices), see Appendix 1. The Member has also read the Rules and understands that the conferred rights and corresponding obligations, whether or not related to units of a specific Profit Category, have certain legal, tax and financial consequences for the Member.
- 2.2 A Member that has become party to the cooperative (BFGL) becomes part of the BFGL 'community'. A Member thus acquires the rights and privileges as shown in the Pitch-Deck under appendix 1 to this Agreement.
- 2.3 The Member pays an annual membership fee of EUR 1,000 (EUR 250 per quarter). The aforementioned amounts are exclusive of VAT. The relevant provisions of Articles 3, 4 and 5 respectively apply to the financial consideration in connection with the acquisition of Profit Category F, I and/or S units.

DEPENDING ON TYPE OF MEMBERSHIP, ARTICLE 3 AND/OR 4 AND/OR 5 ARE MARKED AS 'NOT APPLICABLE'. THEY ARE LEFT IN THIS DOCUMENT FOR FULL TRANSPARENCY.

Article 3 – Acquisition of Profit Category F units

- 3.1 By signing this Agreement, the Member acquires a right to Profit Category F. This Agreement (insofar as necessary) corresponds to a purchase agreement and deed of transfer of these rights and obligations. Signature of the Agreement therefore results in the conferral of the units to the Member. These units, including all associated rights and obligations, pass to the Member with effect from the Commencement Date.
- 3.2 The Member understands and acknowledges that under the Agreement, ownership of units solely grants the Member the rights stipulated in respect of units in this Profit Category in the Rules.
- 3.3 The number of Profit Category F units acquired by signing can be found in appendix 6 to the Rules 'Distribution per Profit Category'.
- 3.4 The shares held by the Member in B for Good Leaders B.V. have been transferred for the acquisition of the Profit Category F units.
- 3.5 The Member understands and acknowledges that ownership of Profit Category F units may be subject to dilution through the allocation of additional new Profit Category F units to other members in accordance with the Rules.

Article 4 – Acquisition of Profit Category I units

- 4.1 By signing this Agreement, the Member acquires a right to Profit Category I. This Agreement (insofar as necessary) corresponds to a purchase agreement and deed of transfer of these rights and obligations. Signature of the Agreement therefore results in the conferral of the units to the Member. These units, including all associated rights and obligations, pass to the Member with effect from the Commencement Date.
- 4.2 The Member understands and acknowledges that under the Agreement, ownership of units solely grants the Member the rights stipulated in respect of units in this Profit Category in the Rules.

- 4.3 The number of Profit Category I units acquired by signing can be found in appendix 6 to the Rules 'Distribution per Profit Category'.
- 4.4 The purchase price or acquisition price for the units hereby allocated to the Member (as stated in Article 4.1) is EUR 10,000 and has been paid in full by the Member. The Member is aware that if, in short, the Profit Category I units are surrendered or expire, the Member will not receive any reimbursement.
- 4.5 The Member understands and acknowledges that ownership of Profit Category I units may be subject to dilution through the allocation of additional new Profit Category I units to other members in accordance with the Rules.

Article 5 – Acquisition of Profit Category S units

- 5.1 By signing this Agreement, the Member acquires a right to Profit Category S. This Agreement (insofar as necessary) corresponds to a purchase agreement and deed of transfer of these rights and obligations. Signature of the Agreement therefore results in the conferral of the units to the Member. These units, including all associated rights and obligations, pass to the Member with effect from the Commencement Date.
- 5.2 The Member understands and acknowledges that under the Agreement, ownership of units solely grants the Member the rights stipulated in respect of units in this Profit Category in the Rules.
- 5.3 The number of Profit Category S units acquired by signing can be found in appendix 6 to the Rules 'Distribution per Profit Category'.
- 5.4 The Member understands and acknowledges that ownership of Profit Category S units may be subject to dilution through the allocation of additional new Profit Category S units to other members in accordance with the Rules.

Article 6 – No profit units

- 6.1. By signing this Agreement the Member does not acquire any profit units and is therefore not entitled to any profit distributions by BFGL.

Article 7 – Guarantees

- 7.1 BFGL and the Member are entering into this Agreement on the basis of mutual trust. BFGL therefore gives no guarantees in the context of the allocation of the aforementioned units (of Profit Category F, I or S), other than that they are free from attachments, security interests and/or other limited or unlimited rights.

Article 8 – Miscellaneous

- 8.1 The Agreement and the Rules form the entire agreement between the Parties in respect of the matters contained therein and replace all other previous and contemporaneous agreements, arrangements, negotiations and discussions, oral as well as written, on these matters between the Parties. The preamble ('Background') to the Agreement forms an integral part of the Agreement.
- 8.2 The Agreement (and therefore also the Rules) cease to apply to the Member if and insofar as they cease to be a Member and holder of units (of any Profit Category), with the exception of provisions of the Agreement (and therefore also the Rules) that are, by their nature, intended to continue to exist.
- 8.3 If any provision of the Agreement is void or voidable or invalid or unenforceable or impractical, the remaining provisions will remain fully in effect. Furthermore, the Parties will then consult with each other to agree new provisions to replace the foregoing provision or provisions that, in brief, are valid (etc.), which new provision or provisions will have the meaning of the, in brief, invalid (etc.) provision or provisions as far as possible. Any amendments or additions to the Agreement are only valid where explicitly agreed in writing between the Parties.

8.4 This Agreement is exclusively governed by Dutch law and the district court of Midden-Nederland has exclusive competence to take cognizance of and settle any disputes.

Signed _____ on _____ 2023.

BFGI:

Town:

Date:

Member:

Town:

Date:

Appendix 1: BFGL Pitch Deck

Appendix 2: Rules and corresponding appendices