

## Contributor Agreement

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This Alfa Contributor Agreement (the **Agreement**) is made on the date signed by you between:

- (1) **ALFA FINANCIAL SOFTWARE LIMITED** a company registered in England under number 02482325 and whose registered office is at Moor Place, One Fore Street Avenue, London EC2Y 9DT (**Alfa**);  
  
and
- (2) The person or entity identified in the declaration below.

## Context

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Thank you for your interest in contributing to Alfa's software!

This *Agreement* applies to any contribution that you make to any product or project managed by us (**Project**) and sets out the intellectual property rights you grant to us in those contributed materials. The term **Us** shall mean *Alfa* and its associated companies. The term **You** and **Your** shall mean the person or entity identified below.

Read this *Agreement* carefully before signing - these terms and conditions constitute a legally binding and enforceable agreement.

**NOW IT IS HEREBY AGREED that:**

## 1. Definitions

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- 1.1 **Contribution** means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by *You* to the *Project*; but excluding material that is conspicuously marked or otherwise designated in writing by *You* as **Not a Contribution**.
- 1.2 **Intellectual Property** means patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, design rights and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programmes, business names or processes, goodwill and the style of presentation of goods or services and in applications for protection thereof, whether registrable or otherwise (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions.

## 2. Ownership of Intellectual Property

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- 2.1 With respect to any *Intellectual Property* in your *Contribution*:
  - (i) At the point your *Contribution* is submitted to *Us*, *You* hereby assign to *Us* all property, right, title, interest and ownership of the *Contribution*.
  - (ii) To the extent that such assignment is or becomes invalid, ineffective or unenforceable, *You* hereby grant to *Us* and our affiliates a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted licence to use the *Contribution* for its commercial purposes. This will include, without limitation and at *Alfa's* option, the right to sub-licence these same

rights to third parties for commercial purposes and through multiple levels of sub-licence or other licensing arrangements; and

- (iii) *You* agree that *You* will not assert any moral rights in your *Contribution* against *Us*, our licensees or transferees.

- 2.2 The assignment set out in clause 2.1 above is effective on the date *You* first submitted a *Contribution* to *Us*; even if *Your* submission took place before the date on which you sign these terms. Any material that we make available under any licence will also be made available under a suitable FSF (Free Software Foundation) or OSI (Open Source Initiative) approved licence.

### 3. Representations, Warranty & Indemnity

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- 3.1 You covenant and agree that:

- (i) each *Contribution* that *You* submit is and shall be an original work of authorship and you are legally entitled to grant the assignment of *Intellectual Property* rights set out in this *Agreement*;
- (ii) *Your Contributions* will not violate any third party's *Intellectual Property* rights;
- (iii) *You* will notify *Us* promptly if *You* become aware of any circumstance which would make any of the foregoing representations inaccurate in any respect; and
- (iv) *Alfa* may publicly disclose your participation in the *Project*, including the fact that *You* have signed the *Agreement*.

- 3.2 Accordingly, *You* agree to indemnify and hold harmless *Us* against any damages (including costs) that may be awarded or agreed to be paid, or any other liability, to any third party in respect of any claim or action alleging that the operation, possession or use of the *Contribution* by *Us* or our licensees infringes the Intellectual Property rights of that third party.

### 4. Law and Jurisdiction

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- 4.1 This *Agreement* and any non-contractual obligations arising out of or in relation to this *Agreement* shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the High Court of Justice of England and Wales and hereby waive any claims of *forum non conveniens* with respect to such jurisdiction.

- 4.2 Where *You* are a company, corporation, partnership or similar (rather than a private individual) and are incorporated in or subject to the laws of any jurisdiction outside England and Wales, references to any English legal term for any action, remedy, method of judicial proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England and Wales where *You* are domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned.

## Declaration

Please place an “x” on *one* of the applicable statements below. Please do NOT mark both statements:

\_\_\_ I am signing on behalf of myself as an individual, and no other person or entity – including my employer – has or will have rights with respect to my *Contributions*.

\_\_\_ I am signing on behalf of my employer or other legal entity, and I and my co-signer have the actual authority to contractually bind that entity.

<b>Name</b>	
<b>Mailing Address</b>	
<b>Email Address</b>	
<b>Signature</b>	
<b>Date</b>	

If signing on behalf of a company or other legal entity, please **also** complete the following section:

<b>Company's Name</b>	
<b>Your Title or Role</b>	
<b>Co-Signer Name</b>	
<b>Co-Signer Title or Role</b>	
<b>Co-Signer Signature</b>	
<b>Date</b>	