



FairLife UK Trademark License Agreement for a Commitment Mark



Pension Funding Mark

PARTIES

(1) FairLife Limited incorporated and registered in the United Kingdom with company number 09071089 whose registered office is at: Unit 40A, The Grove, Hatfield, Hertfordshire AL9 7RN **(Licensor)**.

(2) FULL COMPANY NAME:
.....
incorporated and registered in the United Kingdom with company number:
.....
whose registered office is at:
.....
.....
(Licensee).

BACKGROUND

- (A) The Licensor is the authorised licensee of the owner of the Marks (as defined below) and has the right to grant sub-licenses in accordance with the terms of this Agreement.
- (B) The Licensee wishes to use the Marks in the Territory (as defined below) in relation to the Business (as defined below) and the Licensor is willing to grant to the Licensee a licence to use the Marks on the terms and conditions set out in this Agreement.

1. Definitions

The Parties are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

The following terms used in this Agreement have the following meanings:

- a) "Advert": advert, image, device or get-up set out in Part 3 of Schedule 1 to the T&Cs

which incorporates a registered trade mark of the FairLife Foundation Limited.

- b) "Advertising": high level advertising, websites, information and promotional materials.
- c) "Basic Mark": registered trade mark of the FairLife Foundation as set out in Part 2 of Schedule 1 to the T&Cs.
- d) "Brand Manual" guidelines describing the permitted form and manner in which the Marks may be used as specified in Schedule 6 to the T&Cs.
- e) "Business": employee pension funding arrangements as defined in Part 2 of Schedule 2 to the T&Cs.
- f) "Commencement Date": date the Agreement is signed and accepted by the Licensor.
- g) "Criteria": requirements (as specified in Part 2 of Schedule 3 to the T&Cs) to display and have the benefit of the Trade Mark.
- h) "Full Mark": logo, image, device or get-up set out in Part 2 of Schedule 4 to the T&Cs which incorporates the Basic Mark, words to clarify the business-type to which it applies and an image showing a number of stars.
- i) "Literature": literature clearly associated with the Business in which all Business referenced in the materials either directly or indirectly is Qualifying Business.
- j) "Marks": Basic Mark and/or Full Mark and/or Advert.
- k) "Non-qualifying Business": Business which does not satisfy the Criteria.
- l) "Qualifying Business": Business which satisfies the Criteria.
- m) "T&Cs": Standard Terms and Conditions for a FairLife UK Trademark Licence as published on the website of FairLife Ltd on the later of the Commencement Date or annually thereafter or as communicated in writing to the Licensee by the Licensor on the instruction of the Trustees.
- n) "Territory": United Kingdom and Crown Dependencies (Jersey and Guernsey and the Isle of Man).
- o) "Trade Mark": Basic Mark and/or Full Mark.
- p) "Trustees": The Trustee Board of FairLife Foundation Limited (company number 08298427) acting through FairLife Limited.

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2. Grant of License

2.1. **Right to Display Marks.** The Licensor grants to the Licensee on the terms set out in this Agreement a non-exclusive, non-transferable licence to display:

- (1) the Full Mark on Literature; and
- (2) the Advert on Advertising in the Territory.

2.2. **Non-exclusive Agreement.** Nothing in this Agreement will prohibit or restrict the Licensor from entering into agreements with other companies, partnerships, charities, and organisations under terms and conditions that may be the same as or different from those stated in this Agreement.

2.3. **Discretion of the Trustees.** Permission to use the Marks shall be at the sole discretion of the Trustees. In the event of any dispute arising involving Marks the final decision will reside with the Trustees.

2.4. **Incorporation of terms & conditions.** The grant of licence is subject to the Licensee's strict compliance with the T&Cs and where terms in this Agreement contradict terms in the T&Cs the terms in this Agreement shall override those in the T&Cs.

3. Annual Licence fee

3.1. In consideration of the grant made in this Agreement the Licensee shall within 60 days of the Commencement Date pay to the Licensor a licence fee as specified in Part 2 of Schedule 5 to the T&Cs.

3.2. Where the licence fee specified in clause 3.1 is £1 (one pound) the licence fee will be considered paid 60 days after the Commencement Date and an acknowledgement will be sent to the Licensee.

4. Term and Termination

4.1. **Term of Agreement.** The right to display the Marks is licensed to the Licensee for a period of one year from the Commencement Date.

4.1.1. The Agreement is subject to automatic renewal as per clause 4.2 and shall continue in force unless terminated under clause 4.3.

4.2. **Extension of the Term.** This Agreement will be automatically renewed for a further one year period unless either party has given a notice to terminate the Agreement under clause 4.3.1. Where the Licensor requires that a new licence agreement be signed this will be sent to the

Licensee more than 60 days before the end of the current term.

4.3. Termination.

4.3.1. This Agreement will terminate on the anniversary of the Commencement Date if a notice to terminate the Agreement is given by either Party 30 days prior to the end of the Agreement.

4.3.2. The Licensee may terminate this Agreement at any time by giving one month written notice to Licensor.

4.3.3. Licensor may terminate this Agreement at any time by giving one month's written notice to the Licensee if (a) the Licensee ceases to provide Qualifying Business, (b) the Licensee materially breaches this Agreement or (c) a majority of the Trustees in their reasonable discretion deem that a termination is appropriate.

4.3.4. Upon the termination of this Agreement for whatever reason Licensor shall be entitled to retain the licence fee paid pursuant to Clause 3.1

4.3.5. All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

5. Appeals

5.1. The Licensee may appeal to the Trustees against any decision by the Licensor which may lead to a termination of this Agreement.

5.2. An appeal should be made in writing, via the Licensor stating the full grounds of appeal within 14 days of the date on which the decision was sent to the Licensee unless otherwise agreed in writing (not to be unreasonably withheld by the Licensor). The Licensor may request an appeal meeting upon receipt of the grounds of appeal.

5.3. The Licensee may request to attend the meeting when the appeal is heard. The decision on the request to attend the meeting of the Trustees will be confirmed in writing to the Licensee within 14 days.

5.4. The final decision by the Trustees will be confirmed in writing to the Licensee, within 14 days of the grounds of appeal. There will be no further right of appeal.

6. Governing Law and Jurisdiction

6.1. These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts



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notwithstanding the jurisdiction where you are based.

6.2. If any provision or term of this Agreement shall become or be declared illegal invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the Trustees may amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

7. Entire Agreement Amendment & Notices

7.1. This Agreement, the T&Cs and the Schedules to the T&Cs together with any subsequent written modifications thereof as allowed for herein constitute the entire agreement and understanding of the Parties and supersede all prior oral or written agreements understandings or arrangements between them relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement understanding or arrangement which is not expressly contained in this Agreement and no change may be made to it except as agreed herein unless in writing signed by duly authorised representatives of both Parties.

7.2. Where terms in this Agreement may be open to more than one interpretation the accepted definition will be as directed by the Trustees.

7.3. All notifications required must be in writing and sent by mail or email to the addresses stated within this Agreement to the attention of the individuals signing this Agreement, or to their respective successors or appointees. Either Party may change its contact details for notices by notifying the other Party of such change in the manner provided herein.

7.4. Any such notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch.

8. Limitation of Liability

8.1. To the fullest extent permitted by law, Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic

or other) arising from the Licensee's exercise of the rights granted to it under this Agreement.

8.2. The liability of Licensor to the Licensee for any reason and upon any cause of action related to this Agreement whether in tort or in contract or otherwise shall be limited to the amount paid by the Licensee as a license fee to the Licensor pursuant to this Agreement.

9. Licensee details

Signed:

Name:

Position:

Email:

Date:

The line below may be deleted:

FairLife Ltd and the FairLife Foundation Ltd may use the Licensee's company name within a list of licensees for promotional purposes.

FOR USE BY FAIRLIFE LIMITED

Licence granted by FairLife Ltd

Signed:

Name:

Position:

Date:

Supplementary pages attached