

Dated:10 September 2008

THE VEGAN SOCIETY

and

Fertile Fibre

**LICENCE
AGREEMENT**

**The Vegan Society
Donald Watson House
21 Hylton Street
Hockley
Birmingham
B18 6HJ
UK**

Charity No.279228 Company No. 1468880 VAT Reg 448597395

THIS AGREEMENT is made the tenth day of September 2008 BETWEEN the Vegan Society Ltd of 21 Hylton Street, Hockley, Birmingham, B18 6HJ, United Kingdom (hereinafter called 'the Licensor') of the one part and Fertile Fibre of Withington Court, Withington, , Hereford Herefordshire HR1 3RJ, UNITED KINGDOM (hereinafter called 'the Licensee') of the other part.

WHEREAS:

The Licensor is the owner of certain rights and a valuable trade mark and the Licensee wishes to use the Licensor's trade mark on certain goods registered by the Licensor and the parties have agreed to the following terms and conditions:

NOW IT IS AGREED AS FOLLOWS:

1. Definitions

The terms below shall have the following meanings:

- 1.1 'the Territory' shall be the countries shown in Schedule I
- 1.2 'the Fee' shall be that specified in Schedule II
- 1.3 'the Trade Mark' shall be the trade mark described in Schedule III
- 1.4 'the Quality Standards' shall be the specifications listed in Schedule IV
- 1.5 'the Products' shall be the products described in Schedule V

2. The Grant

- 2.1 The Licensor hereby permits the Licensee to apply and use the Trade Mark only on the Products (and connected advertising) described in Schedule V and meeting the quality standards in Schedule IV for sale within the Territory for the term mentioned in Schedule I and to use the Trade Mark in any reasonable size to the specified colour
- 2.2 The Licensee shall ensure that at all times the Trade Mark is used only in accordance with the terms permitted by this Agreement

3. Quality Standards

3.1 The Licensee will ensure that the Products at all times will meet the strict Quality Standards as specified in Schedule IV as amended from time to time by mutual agreement between the parties hereto.

4. Marketing

4.1 The Licensee shall only apply/use the Trade Mark as a trade mark in a manner which promotes and maintains its distinctiveness as determined by the Licensor

4.2 The Licensee shall ensure that if a notice is used in conjunction with the Trade Mark on Products (and related advertising) the following words only are used:

'Registered with the Vegan Society'

or

'Registered by the Vegan Society'

5. Infringement

5.1 The Licensee recognises that the Licensor is the owner of the Trade Mark and agrees to inform the Licensor immediately of any possible infringement of the Trade Mark or of any other matter affecting the validity of the Trade Mark that may come to its notice

5.2 In the case of an infringement of the Trade Mark the parties agree to consult with each other on the appropriate action to be taken but the Licensor shall be under no obligation to initiate legal proceedings

5.3 The Licensee shall not during or after the term of this Agreement use or authorise the use of any trade mark name or designation similar or confusingly similar to the Trade Mark.

6. Fee

6.1 The Licensee shall pay to the Licensor a lump sum payment on the signing of this Agreement as specified in Schedule II

7. Duration

7.1 The Licensor shall be entitled to terminate this Agreement immediately in the event of the Quality Standards as specified in Schedule IV as amended from time to time by mutual agreement between the parties hereto not being met by the products or the Fee not being paid within 30 days of the date of the invoice

7.2 On termination all rights to use the Trade Mark by the Licensee shall cease save that the Licensee shall be entitled to sell its remaining stock of Products bearing the Trade Mark

8. General

8.1 This Agreement shall be binding upon the parties and shall not be assigned without the prior written consent of the other

8.2 Nothing in this Agreement shall be construed as making either party the agent of the other and the Licensee shall at all times conduct its business in its own right

8.3 All notices under this Agreement must be in writing and shall be sent or delivered to the address of the parties' last known address

8.4 The failure of either party to enforce in any one or more instances any of the terms or conditions of this Agreement shall not be construed as a waiver of future performances or any such term or condition

8.5 The performance and conditions of this Agreement shall in all respects be governed by the Laws of the United Kingdom.

AS WITNESS whereof the parties have signed this Agreement the day and year first above written

Signed by: _____

on behalf of the LICENSEE

Name (block caps): _____

Position: _____

Signed by: _____

on behalf of the LICENSOR

Name (block caps) : _____

Position: _____

SCHEDULE I — THE TERRITORY AND TERM

Territory

The European Union

and

The USA

Term

One Year

SCHEDULE II — THE FEE

A lump sum payment of £ 75.00

SCHEDULE III — THE TRADE MARK



The Trade Mark will always be reproduced on printed material, in a prominent position, to a reasonable size, either in mono (black) or in Green (PMS 554)

SCHEDULE IV — THE QUALITY STANDARDS

Products must be entirely free of animal involvement, whether for the purposes of ingredients or animal testing

No animal ingredients

The development and/or the manufacture of the Products, and where applicable their ingredients, must not involve or have involved the use of any animal product, by-product or derivative

No animal testing

The development and/or manufacture of the Products, and where applicable their ingredients, must not involve or have involved, testing of any sort on (non-human) animals conducted at the initiative of the Licensee or on its behalf — whether by parent or sister company, subsidiary, sub-contractor, supplier or any other party.