



THE VEGAN SOCIETY LICENCE AGREEMENT

The Vegan Society,
Donald Watson House,
34-35 Ludgate Hill,
Birmingham,
B3 1EH, U.K

THE VEGAN SOCIETY LICENCE AGREEMENT

THIS AGREEMENT is made the 13/02/2025 BETWEEN The Vegan Society Trading International Ltd. on behalf of the Vegan Society Ltd of Donald Watson House, 21 Hylton Street, Birmingham, B18 6HJ, United Kingdom (hereinafter called 'the Licensor' of the one part and Serica Silk, 035736 of 20 High Street, Ardington, Wantage, OX12 8PS, UNITED KINGDOM (hereinafter called 'the Licensee') of the other part.

WHEREAS: The Licensor is the owner of certain rights and a valuable Trademark 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 'Additional Products' means products which are added to Schedule VI after the Effective Date and which exceed the Maximum Number of Products.
- 1.2 'Effective Date' means the date of this agreement.
- 1.3 'the Fee' means the fee specified in Schedule II.
- 1.4 'the Maximum Number of Products' means the maximum number of products specified in Schedule VI.
- 1.5 'Product Declaration' refers to the form and any additional information provided on registration of the Products with the Trademark.
- 1.6 'the Products' means the products described in Schedule VI, as amended from time to time.
- 1.7 'the Term' means the term specified in Schedule I.
- 1.8 'the Territory' shall be the countries shown in Schedule I.
- 1.9 'the Trademark' shall be the trademark described in Schedule III.
- 1.10 'the Quality Standards' shall be the specifications listed in Schedule IV as amended from time to time by mutual agreement between the parties.
- 1.11 'Trademark Usage Guidelines' means the Licensor's guidelines prescribing the permitted form and manner in which the Trademark may be used, a copy of which is attached to this agreement at Schedule V, including any amendments or additions notified in writing by the Licensor to the Licensee from time to time- See Schedule V.

2. THE GRANT

- 2.1 The Licensor hereby permits the Licensee to apply and use the Trademark only on the Products (and connected advertising) described in Schedule VI and meeting the quality standards in Schedule IV for sale within the Territory (use of the logo outside the Territory is permitted under the Licensee's liability) for the term mentioned in Schedule I and to use the Trademark in any reasonable size above the minimum stated in the Usage Guidelines -Schedule V.

THE VEGAN SOCIETY LICENCE AGREEMENT

2.2 The Licensee shall ensure that at all times the Trademark is used only in accordance with the terms permitted by this Agreement.

3. APPLICATION OF THE TRADEMARK

The Licensee shall strictly comply with the Licensor regarding the form and manner of the application of the Trademark following the directions, specifications and standards set out in the Usage Guidelines- See Schedule V.

4. TITLE, GOODWILL AND REGISTRATIONS

- 4.1 The Licensee acknowledges that the Licensor is the owner of the Trademark.
- 4.2 Any goodwill derived from the use by the Licensee of the Trademark shall accrue to the Licensor. The Licensor may, at any time, call for a document confirming the assignment of that goodwill and the Licensee shall immediately execute it.
- 4.3 The Licensee shall not, whether by way of act, omission or permission, weaken, damage or cause detriment to the Trademark or the reputation or goodwill associated with the Trademark or the Licensor, or that may invalidate or jeopardise any registration of the Trademark.
- 4.4 The Licensee shall not apply for, or obtain, registration of the Trademark for any goods or services in any country.
- 4.5 The Licensee shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Trademark.
- 4.6 The Licensee shall not during or after the term of this agreement grant sub-licences under this agreement or use or authorise the use of any trademark name or designation similar or confusingly similar to the Trademark.
- 4.7 The Licensor warrants that it is the owner of the Trademark that it has the right to grant licences of the Trade Mark and that it has the right and authority to grant the rights granted under this agreement and that it does not require the consent of any third party to enter into this Agreement.

5. QUALITY STANDARDS

- 5.1 The Licensee warrants that the Products at all times will meet the strict Quality Standards. The Licensee shall provide a Product Declaration and warrants that the Product Declaration is correct.
- 5.2 The Licensee shall notify the Licensor of:
- any proposed changes to the ingredients contained in, or formulation of, any of the Products at least 90 days prior to manufacture of the modified product.
 - any intention to test any or all the Products, or any ingredients contained within the Products, on animals at least 90 days prior to any such testing.
- 5.3 The Licensee shall, in exercising its right under this agreement, comply with, and shall ensure that each Product sold or otherwise supplied by the Licensee is compliant with, all applicable laws, regulations, industry standards and codes of practice.
- 5.4 The Licensee shall promptly provide the Licensor with copies of all communications, relating to the Trademark or the Products registered from any regulatory, industry or other authority.
- 5.5 The Licensee shall permit, and shall use its best endeavours to obtain permission for, the Licensor at all reasonable times
- and on reasonable notice to enter any place used for the manufacture, storage, or distribution of the Products to inspect the methods of manufacture, storage and distribution.
- 5.6 The Licensee shall, at its own expense, at any time at the Licensor's request, supply a reasonable number of production samples of the Products to the Licensor for approval.

THE VEGAN SOCIETY LICENCE AGREEMENT

- 5.7 In the event that the Licensor rejects any sample, it shall give written notice of such rejection to the Licensee within 60 days of receipt by the Licensor of the sample. The Licensee shall immediately cease distribution of such Products that include the Trademark and shall not recommence distribution until the Licensor confirms in writing that it may do so.
- 5.8 The Licensee shall not sell, market, distribute or use for any purpose, or permit any third party to sell, market, distribute or use for any purpose, any Products which are rejected by the Licensor pursuant to clause 5.7, or which are damaged or defective.
- 5.9 The Licensee shall, on the Licensor's request, provide the Licensor with details of any complaints it has received relating to the Vegan Trademark registered Products together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by the Licensor in respect thereof.

6. MARKETING

- 6.1 The Licensee shall only apply or use the Trademark as a trademark in a manner which promotes and maintains its distinctiveness as determined by the Licensor.
- 6.2 The Licensee undertakes to ensure that its advertising, marketing and promotion of Products shall in no way reduce or diminish the reputation, image and prestige of the Vegan Trademark.
- 6.3 The Licensee shall not use in its business any other trade mark confusingly similar to the Trademark and shall not use the Mark, the name The Vegan Society, or any word confusingly similar to the Vegan Trademark as, or as part of, its corporate or trading name, save that it may use the following statements:

'Registered with/by The Vegan Society', or

'Verified by The Vegan Society' or

'Certified by The Vegan Society'

7. THE FEE

- 7.1 In consideration of the rights granted under this agreement, the Licensee shall pay to the Licensor the fee specified in Schedule II.
- 7.2 **The application cannot progress until the first instalment, specified in schedule II, has been received. The remainder of the fee must be received upon the agreed terms specified in Schedule II. Failure to comply with the payment terms specified in Schedule II will result in licence termination. The Licensor will not be liable for any remuneration to the Licensee if the agreement is terminated early.**
- 7.3 The Fee shall apply in respect of the Maximum Number of Products. The Licensee may request the inclusion of Additional Products at Schedule VI and agrees to pay an additional fee in respect of any Additional Products ("Additional Fee"). The Licensor will notify the Licensee of the Additional Fee, and the Licensee shall pay the Additional Fee, in advance of the inclusion of Additional Products at Schedule VI.

8. PROTECTION OF THE MARK

- 8.1 The Licensee recognises that the Licensor is the owner of the Trademark and agrees to inform the Licensor immediately if any of the following matters come to its attention:
- any actual, suspected or threatened infringement of the Trademark
 - any actual or threatened claim that the Trademark is invalid
 - any actual or threatened opposition to the Trademark

THE VEGAN SOCIETY LICENCE AGREEMENT

- d. any claim made or threatened that use of the Trademark infringes the rights of any third party
- e. any person applies for, or is granted, a registered trademark by reason of which that person may be, or has been,
- f. granted rights which conflict with any of the rights granted to the Licensee under this agreement; or
- g. any other form of attack, charge or claim to which the Trademark may be subject.

8.2 In respect of any of the matters listed in clause 8.1:

- a. the Licensor shall, in its absolute discretion, decide what action if any to take
- b. the Licensor shall have exclusive control over, and conduct of, all claims and proceedings
- c. the Licensee shall not make any admissions other than to the Licensor and shall provide the Licensor with all assistance that it may reasonably require in the conduct of any claims or proceedings; and,
- d. the Licensor shall be entitled to retain all sums recovered in any action for its own account

8.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.

8.4 Nothing in this agreement shall constitute any representation or warranty that:

- a. any Trademark is valid
- b. any Trademark (if an application) shall proceed to grant or, if granted, shall be valid; or
- c. the exercise by the Licensee of rights granted under this agreement will not infringe the rights of any person

9. LIABILITY, INDEMNITY AND INSURANCE

9.1 To the fullest extent permitted by law, the 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.

9.2 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

- a. the Licensee's exercise of its rights granted under this agreement, including any claim made against the Licensor for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith
- b. the Licensee's breach or negligent performance or non-performance of this agreement, including any product liability claim relating to Products manufactured, supplied, or put into use by the Licensee

9.3 The Licensee shall, on the Licensor's request, send to the Licensor for its written approval, any materials produced by or on behalf of the Licensor which reference the Vegan Trademark. In the event that the Licensor disapproves of such material, it shall give written notice of such disapproval to the Licensee within 28 days of receipt of materials. In the absence of a written notice of non-approval within 28 days of receipt of such materials, the materials shall be deemed to have been approved by the Licensor.

9.4 The Licensee shall bear the costs of all advertising, marketing and promotion for Products in the Territory.

9.5 This indemnity shall apply whether or not the Licensor has been negligent or at fault.

THE VEGAN SOCIETY LICENCE AGREEMENT

- 9.6 If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.
- 9.7 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.

10. CONFIDENTIALITY

- 10.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after expiry or termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, nor any of the terms of this agreement, except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause; and,
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority
- 10.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this agreement.

11. DURATION AND TERMINATION

- 11.1 This agreement shall commence on the Effective Date and, unless terminated earlier in accordance with this clause 12, shall continue for the Term after which it shall expire automatically without notice.
- 11.2 Either party may terminate this agreement for convenience on one month's written notice. For the avoidance of doubt, no part of the Fee will be repaid on termination of the agreement pursuant to this clause.
- 11.3 Without affecting any other right or remedy available to it, the Licensor shall be entitled to terminate this Agreement with immediate effect if :
- any or all of the Products fail to meet the Quality Standards; in the reasonable opinion of the Licensor, the Licensee, its products or services is likely to bring the Licensor into disrepute;
 - the Licensee fails to pay the Fee within 30 days of the Effective Date; the Licensee commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so.

12. CONSEQUENCES OF TERMINATION

- 12.1 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:
- all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;
 - all rights and licences granted pursuant to this agreement shall cease;

THE VEGAN SOCIETY LICENCE AGREEMENT

- c. the Licensee shall cease all use of the Trademark save as set out in this clause;
- d. the Licensee shall co-operate with the Licensor in the cancellation of any licences registered pursuant to this agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation;

- 12.2** On expiry or termination of this agreement for any reason other than termination by the Licensor under any right provided by clause 11.3 the Licensee shall have the right to dispose of all stocks of Products registered with the Trademark in its possession.
- 12.3** Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 12.4** Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13. ASSIGNMENT AND OTHER DEALINGS

The Licensee shall not assign, transfer, mortgage, charge, sub-license, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this licence without the prior written consent of the Licensor.

14. GENERAL

- 14.1** This Agreement shall be binding upon the parties and shall not be assigned without the prior written consent of the other.
- 14.2** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.3** Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.4** All notices under this Agreement must be in writing (which for the avoidance of doubt, includes communication by email) and shall be sent or delivered to the address of the parties last known address.
- 14.5** 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.
- 14.6** The performance and conditions of this Agreement shall in all respects be governed by the law of England.
- 14.7** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- 14.8** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.9** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 14.10** Save as expressly provided, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.11** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

THE VEGAN SOCIETY LICENCE AGREEMENT

14.12 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.13 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

14.14 No one other than a party to this agreement shall have any right to enforce any of its terms.

14.15 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.16 Without prejudice to any other rights or remedies that the Licensor may have, the Licensee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Licensee. Accordingly, the Licensor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

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

SIGNED:

Hanna Tereshchenko

on behalf of the LICENSEE

NAME:

HANNA TERESHCHENKO

[BLOCK CAPS]

POSITION:

Director

DATE:

19.02.2025

SIGNED:

K. Middleton

on behalf of the LICENSOR

NAME:

KAMALA MIDDLETON

[BLOCK CAPS]

POSITION:

CERTIFICATION OFFICER

DATE:

13/01/2025

THE VEGAN SOCIETY LICENCE AGREEMENT

SCHEDULE I

THE TERRITORY AND TERM

REGISTERED TERRITORIES

Australia, Canada, Chile, Hong Kong, India, Japan, Monaco, Russian Federation, South Korea, Switzerland, Taiwan, United Arab Emirates, United Kingdom, United States. EU: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

TERM

24 Months

SCHEDULE II

THE FEE

Total fee: £1,120.00 Pound Sterling

50% of the total fee to be made upfront.

50% of the total fee to be made no longer than 3 months following receipt of the first instalment.

SCHEDULE III

THE TRADEMARK



THE VEGAN SOCIETY LICENCE AGREEMENT

SCHEDULE IV THE QUALITY STANDARDS

Products must be entirely free of animal involvement, whether for 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.

CROSS CONTAMINATION

Any potential cross-contamination with animal-derived ingredients must be prevented as far as is practical and possible. As a minimum surfaces and utensils must be thoroughly cleaned down prior to being used for a vegan production line. Be aware of the risk of cross contamination from non-vegan sources in the production area and take all reasonable practical steps to eliminate this. If producing non-vegan lines too, we strongly recommend running the vegan line first.

SCHEDULE V THE USAGE GUIDELINES

These guidelines relate to use of the trademark reproduced in Schedule III (the “Vegan Trademark”).

1. The Vegan Trademark should only be used as licensed by us, in relation to: agreed product(s), or entire ranges (if all products in the range are registered) on labelling, promotional material, packaging and social media/websites.
2. The recommended minimum size for the Vegan Trademark is a width of 12mm for print applications and 70 pixels for online applications.
3. An exclusion zone that is the width between the top of the trademark ® and the baseline of the letter 'n' is applicable around the Trademark. To maintain the integrity of the Vegan Trademark, no typographic or graphic elements should encroach on this space. This is the minimum amount of space but more is advisable.
4. The Vegan Trademark may be used in any colour, provided it is clear and recognisable, and does not compromise the integrity of the logo. Please ensure that the logo is used in one colour and do not highlight areas of the logo with multiple colours. We recommend using it in a colour that complements your product's branding.

THE VEGAN SOCIETY LICENCE AGREEMENT

The following rules relating to incorrect usage of the Vegan Trademark apply:

- Do not change the word "Vegan"
- Do not change the typeface of the word "Vegan"
- Do not stretch or distort the Vegan Trademark
- Do not alter the Vegan Trademark
- Do not remove any part of the Vegan Trademark
- Do not change the shape of the Vegan Trademark.
- When referencing your registration with The Vegan Society, please only use the terms:

'Registered with/by The Vegan Society',

'Verified by The Vegan Society' or 'Certified by The Vegan Society'

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