



AGREEMENT on the Utilization of the FairWild Trademark

(License Agreement)

No.

between

.....
.....
.....
hereinafter referred to as the user

and the

FairWild Executive Board
.....
.....
hereinafter referred to as FairWild

1. Basis of the agreement

By means of this agreement the user acknowledges and promotes the objectives and efforts of wild collection sustainability as well as the principles of fair trade.

The FairWild brand name regulations are the basis of and form an integral part of this agreement.

2. Subject matter

The subject matter of this agreement is the utilization of the **FairWild** hallmark of quality in script and image to label products manufactured according to **FairWild** brand regulations.



3. Products

Any utilization of the **FairWild brand name**, be it on products, advertising, general business documentation etc. shall be governed by this agreement.

4. Rights and obligations of use

The use of the FairWild brand name is subject to the following conditions:

4.1. Products, suppliers, advertising

The user allows **FairWild** to review the product description (suppliers, recipe and production processes for each product hereunder).

The user shall submit any modification of the products (recipes, production processes, suppliers) to **FairWild** for approval.

The user keeps a definitive list of all suppliers and customers of trademark products and allows **FairWild** to review it upon request.

The user submits all packaging and advertising material to **FairWild** for its approval prior to printing.

4.2. Labeling

Users of the FairWild brand name guarantee identification of **FairWild** products by labeling or other pertinent marking and take all necessary measures in order to avoid confusion with other products.

Products that have been certified by the authorized certification institution may use the graphic art of the label in their advertising and marketing material. For this purpose different graphic models in different sizes and colors are available for use without any modification

Composite products that contain less than 75 % certified FairWild or equally recognized products (see enclosure) can only be labeled with the term: "contains FairWild".. (without the logo). For ingredients with FairWild quality of more than 20%, the FairWild logo can be used in a subordinated place.

4.3. Accounting, documentation and disclosure

Users of the FairWild brand name agree to keep records on each product related to this agreement. This bookkeeping provides specific information about

- Suppliers, quantities, quality and prices of the products bought
- Manufacturing data including date, quantity, recipe, etc.
- Buyers, quantities and prices of products sold.



The user of the hallmark agrees to keep relevant documentation on file for at least two years and to present it to **FairWild** upon request.

The turnover of FairWild products shall be declared each January for the previous business year under their/his own responsibility (form: declaration of FairWild turnovers). Within the framework of a company audit, FairWild may decide to review company records.

5. Charges

The user must pay periodic charges to **FairWild** according to a separate schedule for license charges for the use of the **FairWild** brand.

Inspection and certification costs must be paid directly to the institutions authorized by **FairWild**.

6. Outsourcing

The right to use the **FairWild** brand name is not transferable.

Paid manufacturers must also sign an agreement with **FairWild**.

7. Confidentiality

All **FairWild** personnel who obtain knowledge of company information within the framework of the certification or inspection of the products hereunder have the obligation to maintain absolute secrecy.

The inspection company of the customer must keep recipes separately and under lock and key.

8. Term of the agreement

This agreement is effective indefinitely. It can be terminated by either party with six (06) months' previous notice.

Any change of company ownership must be immediately communicated to **FairWild**. In that case, this agreement maintains its validity if the following conditions are fulfilled:

- the company persists as a business unit
- the products labelled with the hallmark are exclusively produced within the infrastructure of the company taken over.

In the event that one of these conditions is no longer fulfilled, the company which has been overtaken loses the right to use the hallmark and must sign a new agreement.

9. Breach of the agreement

In the event of breach of contract, **FairWild** can make recommendations and take measures in order to re-establish the normal situation.



In case of severe breach of contract, **FairWild** is enabled to dissolve the agreement without any previous notice and to establish a penalty for nonfulfillment of a maximum amount 5 % of the annual turnover of brand products and minimum 1000.- Euros.

In that case the license holder immediately loses the right to use the brand name.

FairWild retains the right to assert a claim for further compensation.

10. Court of arbitration

In order to resolve disputes concerning **FairWild** issues (excluding those regarding inspection and certification) that arise from this agreement, each party can submit the controversy to the court of arbitration according to the separate agreement. The decision of this court of arbitration is definitive.

Otherwise, for all effects the parties are under the jurisdiction of the seat of the administrative office of **FairWild**.

The user

FairWild

.....
Place, date, signature

.....
Place, date, signature