



AGREEMENT on the Utilization of the **FAIRWILD®** word or design mark

(FairWild License Agreement)

between

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Registration no.

(hereinafter referred to as the Licensee)

and the

FairWild Foundation

1. Basis of the agreement

By means of this agreement the Licensee acknowledges and promotes the objectives and efforts of wild collection sustainability as well as the principles of Fair Trade.

The current FairWild Trading Rules and FairWild Labelling Rules 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® word or design mark or other prominent reference to the FairWild Standard to label products manufactured according to the FairWild Labelling Rules.

3. Products

Any utilization of the FAIRWILD® word or design mark, 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® word or design mark is subject to the following conditions:

4.1. Products, suppliers, advertising

- I. The Licensee or Microenterprise allows FairWild Foundation to review the product description (suppliers, recipe and production processes for each product hereunder).
- II. The Licensee or Microenterprise shall submit any modification of the products (recipes, production processes, suppliers) to FairWild Foundation for approval.
- III. The Licensee or Microenterprise keeps a definitive list of all suppliers and customers of trademark products and allows FairWild Foundation to review it upon request.
- IV. The Licensee or Microenterprise submits all product labels to FairWild Foundation for approval prior to printing.

4.2. Labelling

FairWild Licensees or Microenterprise guarantee identification of FairWild products by labelling or other pertinent marking and take all necessary measures in order to avoid confusion with other products.

Final labelled products that have been authorized by the FairWild Foundation may make reference to FairWild in their advertising and marketing material, as outlined in the Labelling Rules.

4.3. Accounting, documentation and disclosure

FairWild Licensees and Microenterprises agree to keep records on each product related to this agreement as outlined in the Trading Rules. 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 FairWild Licensee or Microenterprise agrees to keep relevant documentation on file for at least two years and to present it to FairWild Foundation upon request.

For FairWild Licensees, the turnover of FairWild products shall be declared each January for the previous business year under their/his own responsibility.

FairWild Foundation may decide to review company records according to the risk based spot check auditing programme outlined in the Trading Rules.

5. Charges

The Licensee or Microenterprise must pay periodic charges to FairWild Foundation according to a separate schedule for license fee charges for the use of the FAIRWILD® word or design mark.

6. Outsourcing

The right to use the FAIRWILD® word or design mark is not transferable.

7. Confidentiality

All FairWild Foundation 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.

8. Term of the agreement

This agreement is effective indefinitely. It can be terminated by either party with six (6) months' previous notice.

Any change of company ownership must be immediately communicated to FairWild Foundation. 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 reference to FairWild 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 FAIRWILD® word or design mark and must sign a new agreement.

9. Breach of the agreement

In the event of breach of contract, FairWild Foundation can make recommendations and take remedial measures.

In case of severe breach of contract, FairWild Foundation 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 Foundation retains the right to assert a claim for further compensation.

10. Court of arbitration

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

The Licensee or Microenterprise

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Place, date, signature

FairWild Foundation

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Place, date, signature