

TRADE MARK LICENCE

By using the Guaranteed Irish Trade Mark, you as licensee acknowledge and agree to the terms and conditions contained in this trade mark licence agreement (the “Agreement”). If you do not agree to the terms and conditions set out in this Agreement, you must not use the Guaranteed Irish Trade Mark.

BACKGROUND

- A. The Proprietor has registered rights in the trade mark GUARANTEED IRISH (figurative mark), registered under trade mark No. 257994 and full particulars of which are set out in Part A of the Schedule to this Agreement (hereinafter referred to as the “**Trade Mark**”). The Proprietor is also the owner of the goodwill in the Trade Mark.
- B. The Licensee wishes to be authorised by the Proprietor to use the Trade Mark on a non-exclusive basis. The Proprietor approves of and will permit such use subject to the terms of this Agreement.
- C. The parties now wish to confirm these arrangements.

NOW IT IS HEREBY AGREED AS FOLLOWS

- 1. Subject to the provisions set out below and in consideration of the portion of the membership fee which is attributable to the use of the Trade Mark and / or the sum of €1 (receipt and sufficiency of which the Proprietor hereby acknowledges), whichever is lower, the Proprietor shall permit the Licensee to use the Trade Mark on a temporary, non-exclusive, worldwide, non-transferable, non-sublicenseable basis in connection with the Permitted Purposes (as defined in paragraph 3 below).
- 2. The Licensee acknowledges and agrees that any goodwill derived from the use of the Trade Mark by the Licensee will accrue to the Proprietor. The Licensee will do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Proprietor may from time to time require in order to confirm the assignment of that goodwill.
- 3. The Licensee may use and apply the Trade Mark in respect of the Licensee’s business, products and / or services as described in the membership application form completed by the Licensee and submitted to the Proprietor (the “**Licensee Business**”) or as otherwise agreed or directed by the Proprietor from time to time (the “**Permitted Purposes**”). The Licensee shall promptly inform the Proprietor in the event that the Licensee Business (or any part thereof) is altered from time to time and / or the Licensee ceases to own any aspect of the Licensee Business. The Licensee may not use the Trade Mark outside the scope of the Permitted

Purposes and shall fully comply with any additional requirements or directions of the Proprietor from time to time.

4. The Licensee shall notify the Proprietor promptly of any threatened, potential or actual infringement of the intellectual property rights in the Trade Mark which may come to the Licensee's notice, and if the Proprietor decides to act in relation to such infringement (or in relation to any other infringement of the rights in the Trade Mark) then the Licensee shall render all reasonable assistance to the Proprietor in relation to such action.
5. The Licensee may, and shall if required by the Proprietor, mark or cause to be marked the goods and services with the Trade Mark in accordance with the brand guidelines issued by Guaranteed Irish in relation to use of the Trade Mark from time to time appended as Part B to the Schedule ("**Brand Guidelines**") and / or in a manner otherwise directed or approved by the Proprietor.
6. The Licensee shall on request and at reasonable notice permit the Proprietor and / or the Proprietor's authorised representatives to inspect and assess such goods and services and marketing thereof, and submit samples of goods and services and/or samples of advertisements, as are reasonably necessary for the Proprietor to determine and audit the use of the Trade Mark and compliance with the Permitted Purposes.
7. The Licensee shall if required by the Proprietor do all things reasonably necessary to assist in procuring the registration of the Licensee as a licensee of the Trade Mark.
8. This Agreement shall remain in force for a period of one year from the date hereof and shall automatically continue in force from year to year thereafter until terminated by either party giving to the other party six months' notice in writing or until terminated by the Proprietor giving notice as provided in paragraph 9 below.
9. Without affecting any other right or remedy available to it, the Proprietor may terminate this Agreement with immediate effect by giving written notice to the Licensee in the event that:
 - 9.1. the Licensee commits a material or persistent breach of this Agreement (which in the case of a material breach is irremediable or, if such breach is remediable, fails to remedy that breach within 5 days of being notified to do so);
 - 9.2. the Licensee is declared bankrupt, makes a resolution for its winding up, makes an arrangement or composition with its creditors, an administration or winding-up order is made, or an administrator or receiver is appointed in relation to the Licensee;
 - 9.3. the Licensee fails to pay its membership fee on the due date for payment;
 - 9.4. the Licensee uses the Trade Mark outside the scope of the Permitted Purposes and / or the Brand Guidelines;

- 9.5. the Licensee infringes, or the Proprietor reasonably suspects that the Licensee may infringe, its intellectual property rights in the Trade Mark; and / or
- 9.6. the Licensee otherwise applies or uses the Trade Mark in a manner which the Proprietor considers to be inappropriate (which shall be determined by the Proprietor in its sole discretion).

Notwithstanding the foregoing, this Agreement shall terminate with immediate effect in the event that the Licensee ceases to be a member / associate of the Proprietor.

- 10. Upon notice of termination of this Agreement being given, the Licensee (a) shall immediately cease making any further use of the Trade Mark whatsoever; (b) if applicable shall consent to the cancellation of its registration as a Licensee of the Trade Mark, and (c) shall return to the Proprietor or shall otherwise deal with under the direction of the Proprietor all articles (whether or not comprising goods) bearing the Trade Mark and in the possession of the Licensee. On termination of this Agreement, this paragraph 10 and paragraphs 11, 12, 13, 14, 15, 16 and 17 shall continue in force. 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.
- 11. Any rights the Proprietor may have against the Licensee arising prior to termination shall survive termination of this Agreement.
- 12. The Proprietor shall not be liable to the Licensee for any claims, damages, losses, costs or expenses arising from the Licensee's exercise of the rights granted to it under this Agreement.
- 13. The Licensee shall not use or cause the Trade Mark to be used in any way that is likely to reduce, diminish or damage the goodwill, value or reputation of the Trade Mark, or use the Trade Mark in any way which is not permitted as part of the Permitted Purposes or which will or may infringe the intellectual property rights of any third party. If the Licensee breaches the terms of this paragraph 13, the Licensee shall hold the Proprietor harmless against any claims, damages, losses, costs or expenses arising from such breach.
- 14. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, by pre-paid first-class post or other next working day delivery service at its registered office, or by email. Any notice shall be deemed to have been received (a) if delivered by hand, at the time of delivery, (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second working day after posting, and (c) if sent by email, at the time of transmission.

15. This Agreement (including the Schedule) constitutes the entire agreement between the parties relating to the Trade Mark and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
16. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the remainder of this Agreement. If any provision or part-provision is deleted pursuant to this paragraph 16, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
17. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Ireland. Each party irrevocably agrees that the courts of Ireland 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.
18. This Agreement supercedes and replaces any existing licence agreements in place between the Proprietor and the Licensee in respect of the Trade Mark. Any such licence agreements cease to have effect from the date of this Agreement and are replaced by this Agreement. By continuing to use the Trade Mark, the Licensee acknowledges and accepts that it does so on the terms and conditions set out in this Agreement.

Schedule Part A - Trade Mark

Trade Mark Number	Trade Mark	Date of Registration	Status	Proprietor	Goods & Services Classes
257994	 Guaranteed Irish	03/10/2016	Registered	Guaranteed Irish Limited	35, 41, 42

Part B – Brand Guidelines

You can download the Guaranteed Irish Brand Guidelines [here](#).