

WOOL INTEGRITY NZ™ BRAND PARTNER LICENCE

HAS BEEN AWARDED TO:

Brintons Agnella Z. O.O

BY:

BLOCH & BEHRENS WOOL NZ LTD

Signed Bloch & Behrens Wool (NZ) Ltd

21/02/20

Date

Signed Brand Partner

25/02/2020

Date

A JOURNEY OF GENUINE INTEGRITY

Wool Integrity NZ™ Brand Licence



THE BRAND OWNER

Name: Bloch & Behrens Wool (NZ) Ltd

Email: bbnz@blochwool.com

Address: 503 Blenheim Road, Sockburn, Christchurch 8042, New Zealand

THE LICENCE HOLDER

Name: Brintons Agnella Spolka Z O.O.

Email: rtrykozko@agnella.pl

Address: Ul. Gen. Wladyslawa Andersa 42, 15-113 Bialystock, Poland

BACKGROUND

- A. B&B is a supplier of wool fibre and through its parent company PGG Wrightson Ltd holds the rights to the brand and trademark logo Wool Integrity NZ™ (the Brand) signifying ethically produced wool that is traceable back to the New Zealand farm of origin (Integrity Wool).
- B. The Licence Holder is in the business of manufacturing and/or marketing wool products.
- C. B&B grants the Licence Holder a non-exclusive right to use the Brand to market and sell Approved Products.

The parties agree to the Special Terms below and the General Terms attached:

1. Non-exclusive licence

B&B grants the Licence Holder the right (on a non-exclusive basis) to use the Brand in the marketing and sale of Approved Products within the Approved Market (the Licence). The Licence Holder may in turn allow any importer, distributor and/or reseller to import, distribute and resell the Approved Products using the Brand.

2. Definition of Approved Market

World wide sales of carpets and rugs produced by the License Holder.

3. Definition of Approved Products

Products that meet the Brand Use Criteria

4. Brand Use Criteria

Approved Products must contain a minimum 80% wool of which at least 80% must be Integrity Wool sourced through B&B.

5. Commencement and Term

This Licence commences on 21/02/20 ("the Commencement Date") and is for a term for a period of 2 years from the Commencement Date unless earlier terminated under clause 10 below.

6. Licence Fee

This License is provided free of charge.

7. Variations

B&B may vary all or any terms of this Licence at any time, provided that it must provide the Licence Holder with:

- i. Three months notice of any variations to the Brand Use Criteria; and
- ii. 14 days notice of any other variations.

8. Licence Holder Obligations

The Licence Holder must:

- a. only use the Brand in accordance with B&B's Brand Logo Guidelines in Schedule 1;
- b. only seek Approved Products status in respect of products that comply with the Brand Use Criteria;
- c. assume complete responsibility for ensuring that the Approved Products comply with the Brand Use Criteria;

- d. preserve and protect B&B's name and goodwill in the Brand;
- e. act in accordance with B&B's reasonable instructions in its use of the Brand;
- f. report to B&B in the manner required by B&B from time to time; and
- g. permit B&B access to its premises and records to audit and review such information as it may reasonably request to verify the Licence Holder's compliance with this Licence.
- h. ensure Approved Products are fit-for-purpose and assume total control and liability for product performance.
- i. allow B&B to use the Licence Holder's name and logo for promotional purposes to enhance the profile and integrity of the Brand.

9. B&B Obligations

B&B will:

- a. ensure supplies of Integrity Wool meet its criteria for ethical production and traceability. Such criteria may change from time to time.
- b. keep the Licence Holder updated from time to time of any changes or information relating to the Brand and/or Integrity Wool and its associated criteria.
- c. actively support the Licence Holder's Approved Products and use of the Brand wherever the opportunity arises, such support to be solely at the discretion of B&B.

10. Termination

This Licence will terminate on the date that is the earliest of:

- a. expiry of the Term;
- b. the Licence Holder no longer manufacturing, producing, marketing and/or distributing Approved Products;
- c. the parties agreeing to terminate this Licence;
- d. either party terminating this Licence by giving three months notice to the other party;
- e. B&B terminating this Licence by giving the Licence Holder notice if B&B considers that the Licence Holder has breached or will breach this Licence, or if the Licence Holder, is in the opinion of B&B, insolvent or in receivership or unable to pay its debts as they fall due.

Upon termination, the Licence immediately is null and void and the Licence Holder must immediately cease using the Brand in any way, except to the extent that B&B may (at its discretion and depending on the basis for termination) agree to transitional arrangements.

11. Liability and Indemnity

- a. B&B has no liability to the Licence Holder or any other person, whether in Licence, tort (including negligence), equity, at law or otherwise, to the extent that liability can be excluded, for any costs or expenses incurred, or loss (direct or indirect) suffered, as a result of this Licence or otherwise. B&B excludes all warranties which may be implied into this Licence by law, to the extent permitted by law. B&B's obligations to the Licence Holder under this Licence shall be strictly limited to the Licence Fee in accordance with this Licence.

Wool Integrity NZ™ Brand Licence



- b. Without prejudice to any rights B&B has under this Licence or at common law, the Licence Holder indemnifies B&B, and will keep B&B indemnified, for any cost or expense incurred, or loss suffered, by B&B as a consequence of the Licence Holder breaching any term of this Licence or B&B relying on any information provided to B&B by the Licence Holder that is incorrect.

12. Force majeure

The non-performance of any of a party's obligations (other than to pay money) under this Licence shall be excused, without liability for non-performance, during the time and to the extent that performance is prevented, wholly or substantially, by a clause beyond the reasonable control of that party and which that party is unable to overcome by all reasonable endeavours. This provision shall not apply to an event which could have been prevented or overcome by exercising a standard of reasonable care, or that constitutes a breach of this Licence, or caused by a lack of funds. If a party becomes aware of any event that could cause such non-performance it will fully inform the other party of that event promptly and use all reasonable endeavours to remedy or avoid that event.

13. Confidentiality and Intellectual Property

Each party shall at all times keep strictly confidential and not directly or indirectly make or allow any disclosure or use of any oral or written information relating to the other party (including about its business and its customers) or the Brand and subject matter of this Licence except to the extent;

- a. required by law or; or
- b. necessary to carry out obligations under this Licence; or
- c. that the information becomes available in the public domain; or
- d. that the other party authorises in writing.

All intellectual property rights relating to the Brand, the Brand Use Criteria and the Brand Logo Guidelines are the property of B&B and the Licence Holder will not take any steps to challenge that ownership. Any intellectual property developed by the Licence Holder relating to the Brand, the Brand Use Criteria and the Brand Logo Guidelines will be the property of B&B.

14. Assignment

The Licence Holder may not assign or sub-licence its rights under this Licence (whether by operation of law or otherwise) without the prior written consent of B&B. B&B may assign its rights under this Licence and may nominate one or more of its subsidiary or related companies to perform all or any of its obligations under this Licence.

15. General

- a. This Licence records the entire agreement between the parties and replaces all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the parties.
- b. The relationship between B&B and the Licence Holder is as licensor and licensee. There is no partnership, joint venture, employment or agency relationship.
- c. Any dispute between B&B and the Licence Holder will be discussed between them in the spirit of goodwill.
- d. New Zealand law governs this Licence.
- e. The person signing this Licence warrants that he/she has full authority to sign on behalf of the Licence Holder and has the authority to bind the Licence Holder.

SIGNATURES

Bloch & Behrens Wool (NZ) Ltd

Signature:

Name:

PALLE PETERSEN

Date:

21/2/20

Brand Partner

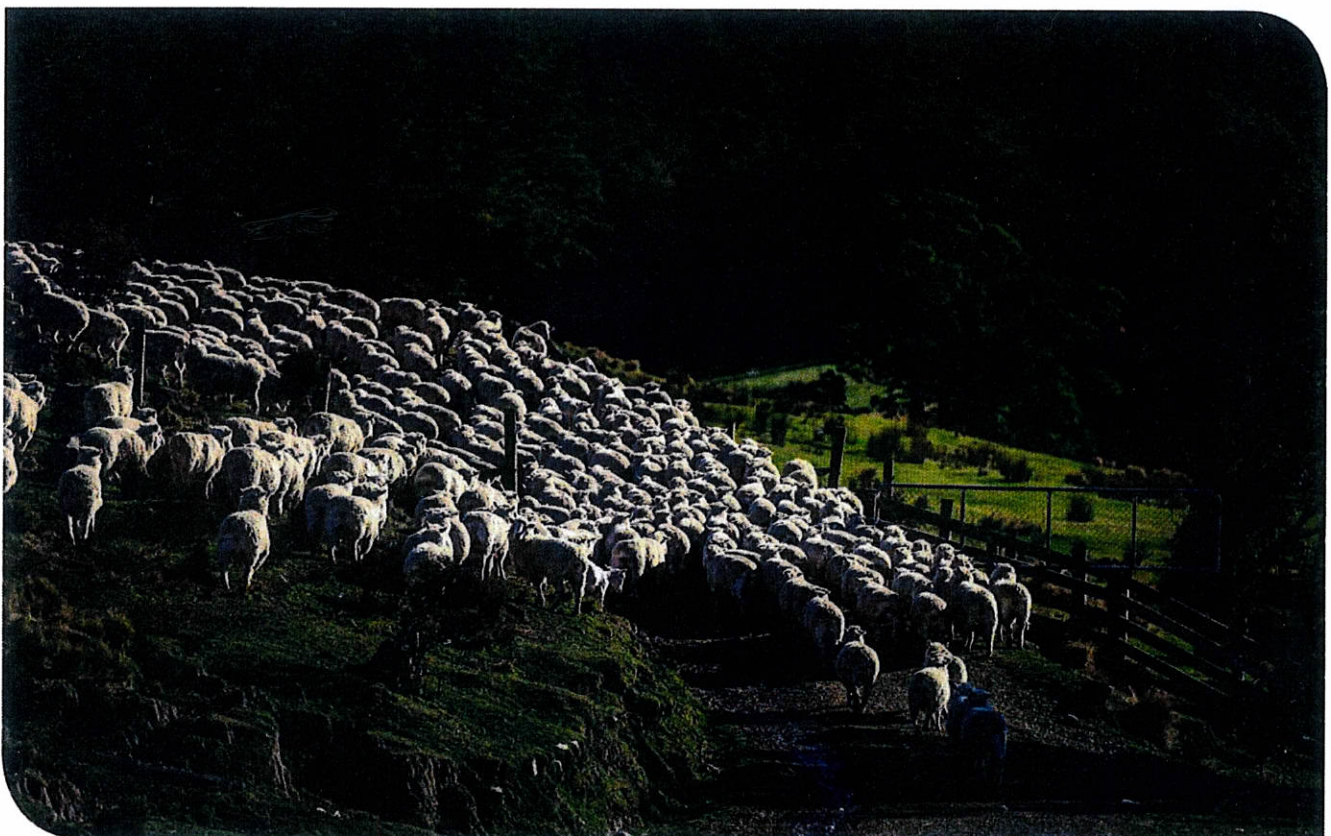
Signature:

Name:

MICHAŁ MIŁOSZEWSKI

Date:

25/02/2020



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Schedule 1 – Brand Logo Guidelines



LOGO FORMATS

The Brand logo may be used in the following formats:

1. Colour



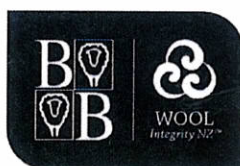
2. Black and White

3. Joint Logo – Colour



*Subject to B&B approval

4. Joint Logo – Black and White



ARTWORK

Green

PMS 368
C65 M0 Y100 K0
R98 G187 B70

Black

C0 M0 Y0 K100
R35 G31 B32

USAGE

- The Brand logo should not be reproduced in any colour other than those shown
- The Brand logo should not be reproduced at a size smaller than 10mm wide (at the base)
- The Brand logo may be used in conjunction with the Brand Partners logo as in the above examples. Such use must be approved in advance by B&B

DO NOT

- Redesign the elements
- Add or subtract elements
- Alter the proportions
- Modify the colours
- Alter the relationship of elements (symbol and wordmark)