

THIS LICENCE is dated 15th July 2020

PARTIES

- (1) **DIAL SQUARE FOOTBALL CLUB LIMITED** incorporated and registered in England and Wales with company number 12390887 whose registered office is at 29 Diamond Ridge, Camberley, England, GU15 4LB (the “**Club**”); and
- (2) **DIAL SQUARE FOOTBALL CLUB ENTERPRISE LIMITED** incorporated and registered in England and Wales with company number 12634429 whose registered office is at 2 Kingfisher Drive, Heatherley Road, Camberley, Surrey, United Kingdom, GU15 3DU (the “**Company**”).

BACKGROUND

- (A) The Club is the owner of the Mark (as defined below).
- (B) The Company wishes to use the Mark in the Territory (as defined below) in relation to the Licensed Products (as defined below) and the Club is willing to grant the Company a licence to use the Mark on the terms and subject to the conditions of this licence.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Effective Date: the date of this agreement.

Licensed Products: the goods listed in Schedule 2 and in respect of which the Company is licensed to use the Mark under the terms of this licence.

Merchandise: the packaging, advertising and promotional materials to which the Mark is applied pursuant to this licence.

Mark: the unregistered trade mark (or application), details of which are set out in Schedule 1.

Territory: United Kingdom.

VAT: value added tax.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.3 A reference to **writing** or **written** includes fax but not email.

2. LICENCE

2.1 The Club grants to the Company a non-exclusive licence to use the Mark in the Territory on and in relation to the Licensed Products, subject to the terms of this licence.

2.2 Any goodwill derived from the use by the Company of the Mark shall accrue to the Club. The Club may, at any time, call for a document confirming the assignment of that goodwill and the Company shall immediately execute it.

2.3 No rights or licences are conferred on the Company pursuant to this licence except those expressly set out in this licence.

3. QUALITY CONTROL AND MARKING

3.1 The Company's licence to use the Mark is subject to the following conditions:

- 3.1.1 the Company shall comply with the specifications, standards and directions relating to the Licensed Products, including their manufacture, promotion, distribution and sale, as notified in writing by the Club from time to time;

- 3.1.2 the Company shall, in exercising its right under this agreement, comply with, and shall ensure that each Licensed Product sold or otherwise supplied by the Company complies with, all applicable laws, regulations, industry standards and codes of practice;
- 3.1.3 samples of all packaging, advertising and promotional materials to which the Mark is applied pursuant to this licence (the “**Merchandise**”) shall be submitted to the Club for its approval prior to being used;
- 3.1.4 the Company shall not do or fail to do any act or thing whereby the validity, enforceability or the Club's ownership of any trade mark for the Mark (whether registered or unregistered), or the reputation or goodwill associated with the Mark anywhere in the Territory, is likely to be prejudiced; and
- 3.1.5 the Company shall procure that all Licensed Products sold by the Company and all related quotations, specifications and descriptive literature, and all other materials carrying the Mark, be marked with:
"Made by Dial Square Football Club Enterprise Limited in [PLACE] under licence from Dial Square Football Club Limited. [MARK] is the trade mark of Dial Square Football Club Limited."

4. PAYMENT

On the Effective Date the Company shall pay to the Club the sum of £1 (receipt of which is acknowledged by the Club).

5. LICENCE RECORDAL

The Company shall sign such documents and give such assistance as the Club may reasonably request from time to time for the Company to be recorded as licensee against any relevant trade mark registration or pending application which includes the Mark, and to have any such recordal removed on termination of this licence.

6. INDEMNITY

6.1 The Company shall indemnify the Club against all liabilities, costs, expenses, damages and losses (including 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 reasonable professional costs and expenses) suffered or incurred by the Club arising out of or in connection with:

- 6.1.1 the Company's exercise of its rights granted under this agreement;
- 6.1.2 the Company's breach or negligent performance or non-performance of this agreement, including any product liability claim relating to Licensed Products manufactured, offered for sale, supplied or put into use by the Company;
- 6.1.3 the enforcement of this agreement; or
- 6.1.4 any claim made against the Club by a third party for death, personal injury or damage to property arising out of or in connection with defective Licensed Products, to the extent that the defect in the Licensed Products is attributable to the acts or omissions of the Company, its employees or agents.

7. PROTECTION OF THE MARK

7.1 The Company shall promptly inform the Club of any suspected unauthorised use of the Mark (or any confusingly similar mark) of which it becomes aware, and shall provide the Club with such documents, information and assistance as it can in relation to any such use.

7.2 The Club gives no warranty and makes no representation in or pursuant to this licence that the use of the Mark, nor the manufacture, use, sale or other dealing in any of the Licensed Products, does not or will not infringe the rights of others.

8. DURATION AND TERMINATION

- 8.1 This licence shall commence on the Effective Date and continue for the period of 48 months unless terminated earlier under any of the following provisions.
- 8.2 The Club may terminate this licence by notice with immediate effect if:
- 8.2.1 the Company commits any breach of this licence which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the Club to do so;
 - 8.2.2 the Company suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 8.2.3 the Company commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;
 - 8.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Company other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;
 - 8.2.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Company;
 - 8.2.6 the holder of a qualifying floating charge over the assets of the Company has become entitled to appoint or has appointed an administrative receiver;
 - 8.2.7 a person becomes entitled to appoint a receiver over all or any of the assets of the Company or a receiver is appointed over all or any of the assets of the Company;
 - 8.2.8 a creditor or encumbrancer of the Company attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Company's assets and such attachment or process is not discharged within 14 days
 - 8.2.9 any event occurs, or proceeding is taken, with respect to the Company in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2.2 to clause 8.2.8 (inclusive)
 - 8.2.10 the Company suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 8.2.11 there is a change of control of the Company (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 8.3 The Company undertakes to the Club that, save as expressly permitted by this licence, it will not make any use anywhere in the world of the Mark or any name or mark intended or likely to be confused or associated with it. In particular, upon termination of this licence for any reason the Company shall cease immediately to make any use of the Mark save as is set out in clause 9.4.
- 8.4 The Company shall for a period of 90 days after the date of termination, have the right to dispose of all stocks of Licensed Products in its possession and all Licensed Products in the course of manufacture at the date of termination.
- 8.5 Within 120 days after the date of termination the Company shall promptly destroy, or if the Club shall so elect, deliver to the Club, at the Company's expense, all Licensed Products and Merchandise it has not disposed of within 90 days after the date of termination.

8.6 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.

9. ASSIGNMENT AND OTHER DEALINGS

The Company 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 Club.

10. GOVERNING LAW

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11. JURISDICTION

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.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

SCHEDULE 1 Mark

Mark	Registered? (Y/N)	Application or registration number	Date of application or registration	Classes	Specification
"Dial Square Football Club"	N	N/A	N/A	N/A	N/A
"Dial Square FC"	N	N/A	N/A	N/A	N/A
	N	N/A	N/A	N/A	N/A

SCHEDULE 2 Licensed Product

Description	Notes (if any)
Audio and video recordings; discs, all bearing audio or video recordings and compact discs.	
Stationery; folders, binders, diaries and personal organisers; writing instruments; books, magazines and periodical publications; printed matter; posters; photographs; albums; philatelic stamps; stickers; decalcomanias; calendars; maps; paper and paper articles; ordinary playing cards.	
Sports bags, cases, articles made of leather or of imitation leather; articles of luggage; umbrellas; bags; holdalls, wallets, purses, key cases, key fobs.	
Flags, pennants, bed covers; sheets and pillow cases; household cloths for drying glasses and dishes; towels, bar cloths, textile articles; table mats and coasters.	
Articles of outer clothing; articles of sports clothing; footwear; headgear.	
Toys and playthings; models in kit form; gymnastic and sporting articles; bags adapted for carrying sporting articles; parts and fittings for all the aforesaid goods.	
Organisation of sporting events; provision of sports information services; provision of cinematographic and video entertainment; provision of sporting, gymnastic and recreational facilities.	
Room hire; provision of conference, exhibition and seminar facilities; provision of restaurant, bar and catering facilities; provision of wedding, party and banqueting facilities.	

Signed by Stuart Morgan

for and on behalf of

DIAL SQUARE FOOTBALL CLUB LIMITED

.....

Director

Signed by

for and on behalf of

DIAL SQUARE FOOTBALL CLUB ENTERPRISE LIMITED

.....

Director