



FRAMEWORK LICENSING AGREEMENT

Parties:

- A. **You** (“the SBC”) meaning the representative of a Surman Brands counterparty and any of your affiliates are entering into this Framework Licensing Agreement (this agreement) with:
- B. **Surman Brands, a trading name licensed to Tlam Technologies Ltd** incorporated and registered in England and Wales with company number 06514852 whose registered office is at Third Floor, The Library Building, Tewkesbury, Gloucestershire, England, GL20 5NX; *or*
- C. **The Relevant TGL Subsidiary or TGL Affiliate** as set out in the IPR Licensing Grant Form; *that are either a subsidiary or affiliate of*
- D. **Tlam Group Limited (“TGL”)** incorporated and registered in England and Wales with company number 11863257 whose registered office is at Third Floor, The Library Building, Tewkesbury, Gloucestershire, England, GL20 5NX;

(Parties B, C and D collectively referred to as the “Surman Brands Family”)

Background

- A. The SBC and a Surman Brand, TGL Subsidiary or TGL Affiliate wishes to enter into an agreement to license content, products, trademarks, patents, design right or other intellectual property rights (“IPRs”) from or to, each other.
- B. This Licensing Agreement represents a common framework for licensing content where:
 - a. the **SBC** is the **Licensee** wishing to use any IPR of **Surman Brands** acting as the **Licensor**; or
 - b. the **SBC** is the **Licensee** wishing to use any IPR of a **TGL or TGL Affiliate or TGL Subsidiary** acting as the **Licensor** and **Surman Brands** acting as the brokering Licensing Agent; or
 - c. **Surman Brands** is the **Licensee** wishing to use any IPR of a **SBC** acting as the **Licensor**; or
 - d. **TGL, the TGL Affiliate, TGL Subsidiary**, is the **Licensee** wishing to use any IPR of a **SBC** acting as the **Licensor** and **Surman Brands** acting as the brokering Licensing Agent.

**SURMAN —
BRANDS.**

Third Floor, The Library Building,
Sun Street, Tewkesbury,
England, UK
GL20 5NZ

- C. When either the **SBC** or a **Surman Brand** requests a License, the relevant parties will enter into a separate IPR Licensing Grant Form.
- D. Each IPR Licensing Grant Form will incorporate the terms and conditions set out in this agreement.

1. DEFINITIONS

- 1.1. **IPR Content:** The licensed intellectual property rights in the Works, including written, digital, audiovisual, culinary spatial and other materials, vested or owned in title by the Licenser and licensed to the Licensee in the License Agreement Grant Form.
- 1.2. **Background IPR:** Any background works, including written, digital, culinary including written, digital, audiovisual, culinary spatial and other materials owned by or licensed to the Licenser and used in the inception, creation or development of the IPR Content.
- 1.3. **IPR Licensing Grant Form or Grant Form:** The License Agreement Grant Form sent by the Licenser to the Licensee pursuant to the terms this Agreement, which sets out the scope, fees and attribution requirements of the License.
- 1.4. **Foreground IPR:** Any new works, including written, digital, culinary including written, digital, audiovisual, culinary spatial and other materials including cuts, edits, derivative and re-contextualised works that are licensable as a result of the commencement of the License Agreement Grant Form.
- 1.5. **License:** The grant of the IPR Content under the license terms set in the Grant Form.
- 1.6. **Licensing Agent:** The role of Surman Brands in any licensing transaction between the Surman Brands Family and the Surman Brands Counterparty where Surman Brands does not act a Licenser or Licensee in the License Agreement Grant Form
- 1.7. **License Agreement Grant Form or Grant Form:** The contract that is signed between the Licenser Licensee and Licensing Agent where applicable.
- 1.8. **Licensee:** The SBC, Surman Brand, TGL Subsidiary, TGL Affiliate or Surman Brands that will license its IPR to an SBC, Surman Brand, TGL Subsidiary, TGL Affiliate or Surman Brands via an IPR Licensing Grant Form.
- 1.9. **Licenser:** The SBC, Surman Brand, TGL Subsidiary, TGL Affiliate or Surman Brands that will procure a license of IPR from an SBC, Surman Brand, TGL Subsidiary, TGL Affiliate or Surman Brands via an IPR Licensing Grant Form.

- 1.10. **SBC:** The counterparty entering into this agreement and the Grant Form with Surman Brands, TGL, a TGL Subsidiary or TGL Affiliate.
- 1.11. **Surman Brand:** Either a trademark registered or unregistered, registered company or trading name or style of a TGL Subsidiary or TGL Affiliate, listed in Annex 1.
- 1.12. **Surman Brands:** The organisation and trading name of Tlam Technologies Ltd responsible for licensing IPR from and to a Surman Brand.
- 1.13. **TGL Affiliate:** An affiliate company of Tlam Group Limited where Surman Brands is the contracted agent of licensing out and licensing in IPRs from an SBC.
- 1.14. **TGL Subsidiary:** A subsidiary company of Tlam Group where Surman Brands is the contracted agent of licensing out and licensing in, IPRs from an SBC.
- 1.15. **Works:** Meaning the materials, content that constitutes the IPR that is licensable to the licensee to the extent that is owned or owned in part by the Licensor or the Licensor represented by Surman Brands.

2. GRANT OF LICENSE, SURMAN BRANDS, TGL SUBSIDIARIES, TGL AFFILIATES & SBC LICENSING OBLIGATIONS.

- 2.1. This Framework Licensing Agreement governs the overall relationship of the parties in relation to the licensing of IPRs by Surman Brands, the Relevant TGL Subsidiary, Relevant TGL Affiliate or SBC to Surman Brands, a Relevant TGL Subsidiary, Relevant TGL Affiliate or an SBC.
- 2.2. An SBC, Relevant TGL Subsidiary, Relevant TGL Affiliate or Surman Brands can grant a Licence or order a License under a separate Grant Form.
- 2.3. Surman Brands is the sole and exclusive agent responsible for licensing IPR owned by, or licensed to TGL Subsidiary, or TGL Affiliate and warrants that it has all relevant permissions and indemnities to manage the licensing process and the execution of any Grant Form within the framework of this agreement on behalf of a TGL Subsidiary, or TGL Affiliate.
- 2.4. A TGL Subsidiary or TGL Affiliate may enter into this agreement as the Licensor or Licensee with an SBC in its own capacity pursuant to the terms in this agreement.
- 2.5. Each Grant Form shall be entered into by the Relevant TGL Subsidiary, Relevant TGL Affiliate or Surman Brands, and an SBC;

and forms a separate contract between its signatories.

2.6. Where an SBC agrees to license its IPR Content to Surman Brands, TGL Subsidiary or TGL Affiliate, the SBC acts as Licensor and shall:

2.6.1. Grant the License as per the terms and conditions set out in the Grant Form and pursuant to the terms in this agreement, to the extent that the SBC owns and/or controls a share in the Works or has the licensing rights to license the IPR to an SBC; and

2.6.2. grant to the Licensee the License within the scope set out in the Grant Form for the term; and

2.6.3. Payment terms and conditions shall follow the details set in the Grant Form; and

2.6.4. when an SBC agrees to license its IPR to Surman Brands, it acknowledges that Surman Brands retains all rights and exclusivity to sub license any Works or IPR licensed by the Licensor to any TGL Subsidiary, TGL Affiliate or Surman Brands without the permission of the SBC unless otherwise agreed in writing and incorporated into a variation letter agreeing a variation to the Grant Form and this Framework Licensing Agreement.

2.7. Where Surman Brands agrees to license IPR Content owned by, or licensed to Surman Brands, a TGL Subsidiary or TGL Affiliate to an SBC, Surman Brands acts as Licensor and shall:

2.7.1. Grant the License as per the terms and conditions set out in the Grant Form and pursuant to the terms in this agreement, to the extent that either:

2.7.1.1. Surman Brands owns and/or controls a share in the Works or has the licensing rights to license the IPR to an SBC; or

2.7.1.2. A TGL Brand owns and/or controls a share in the Works or has the licensing rights to license the IPR to an SBC; or

2.7.1.3. owns and/or controls a share in the Works or has the licensing rights to license the IPR to an SBC; and

2.7.2. grant to the Licensee the License within the scope set out in the Grant Form for the term; and

2.7.3. Payment terms and conditions shall follow the details set in the Grant Form; and

- 2.7.4. when Surman Brands agrees to license its IPR to a SBC, the SBC acknowledges unless otherwise stated in the Grant Form, the SBC is not permitted to sub license any IPR licensed by a TGL Affiliate, TGL Subsidiary, Surman Brands without the agreement and permission of Surman Brands to any affiliate or persons within SBC or any other natural person or corporate body.
- 2.7.5. In the event that a sub-licensing permission is granted by the Surman Brands Family, the SBC affiliate or person within SBC or other natural person or corporate body must enter into a IPR Licensing Grant Form with the Relevant TGL Affiliate, Relevant TGL or Surman Brands.
- 2.8. Where a TGL Subsidiary agrees to license its IPR Content to an SBC on its own, the TGL Subsidiary becomes the Relevant TGL Subsidiary and acts as Licensor and shall:
- 2.8.1. Grant the License as per the terms and conditions set out in the Grant Form and pursuant to the terms in this agreement, to the extent that the SBC owns and/or controls a share in the Works or has the licensing rights to license the IPR to an SBC; and
- 2.8.2. grant to the Licensee the License within the scope set out in the Grant Form for the term; and
- 2.8.3. Payment terms and conditions shall follow the details set in the Grant Form.
- 2.8.4. when the Relevant TGL Subsidiary agrees to license its IPR to a SBC, the SBC acknowledges unless otherwise stated in the Grant Form, the SBC is not permitted to sub license any IPR licensed by a TGL Affiliate, TGL Subsidiary, Surman Brands without the agreement and permission of the Surman Brands Family to any affiliate or persons within SBC or any other natural person or corporate body.
- 2.8.5. In the event that a sub-licensing permission is granted by the Relevant TGL Subsidiary, the SBC affiliate or person within SBC or other natural person or corporate body must enter into a IPR Licensing Grant Form with the Relevant TGL Subsidiary.
- 2.9. Where a TGL Affiliate agrees to license its IPR Content to an SBC on its own, the TGL Subsidiary becomes the Relevant TGL Subsidiary and acts as Licensor and shall:
- 2.9.1. Grant the License as per the terms and conditions set out in the Grant Form and pursuant to the terms in this agreement, to the extent that the SBC owns and/or controls a share in the Works or has the licensing rights to license the IPR to an SBC; and

2.9.2. grant to the Licensee the License within the scope set out in the Grant Form for the term; and

2.9.3. Payment terms and conditions shall follow the details set in the Grant Form; and

2.9.4. when the Relevant TGL Affiliate agrees to license its IPR to a SBC, the SBC acknowledges unless otherwise stated in the Grant Form, the SBC is not permitted to sub license any IPR licensed by a TGL Affiliate, TGL Subsidiary, Surman Brands without the agreement and permission of the Surman Brands Family to any affiliate or persons within SBC or any other natural person or corporate body.

2.9.5. In the event that a sub-licensing permission is granted by the Relevant TGL Subsidiary, the SBC affiliate or person within SBC or other natural person or corporate body must enter into a IPR Licensing Grant Form with the Relevant TGL Subsidiary.

3. FEES AND ROYALTIES AND PAID UP LICENSES

3.1. The Licensee shall pay the Licensors the agreed-upon royalty fees as detailed in the License Agreement Grant Form.

3.2. Payment terms and conditions shall follow the details set in the Grant Form under the “License Fee”.

3.3. Where a License is deemed to be “paid-up” all parties agree that license revocation by the Licensors for the duration of the license term is not an available remedy for the Licensors but is able to seek other remedies as per the terms of this contract.

4. CREDITS AND ATTRIBUTION OBLIGATIONS

4.1. Licensee must provide credit to the Licensors as specified in the IPR Licensing Grant Form, including on-content credits where applicable.

4.2. Other credits must be given as detailed in the form across social media platforms like Instagram LinkedIn, Facebook, TikTok and in other collateral as outlined in the IPR Licensing Grant Form.

5. LICENSOR INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Licensor retains all intellectual property rights, including copyrights, in the IPR Content.
- 5.2. The Licensee acknowledges that the use of the IPR Content under this Agreement does not transfer any ownership rights, except for the license granted hereunder.
- 5.3. Where Background IPR was involved in the creation of the IPR Content, the Licensor shall:
- 5.3.1. warrant that the receipt, use and onward supply of the IPR Content by the Licensee and sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 5.3.2. indemnify the Licensee against all liabilities, costs, expenses, damages and losses (including but not limited to 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 Licensee arising out of or in connection with any claim brought against the Licensee for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the License with exception to any rights or scope of License that relates to modification, clipping or re-contexting IPR Content by the Licensee.
- 5.4. Liability under the indemnity in 5.3.2 is conditional on the Licensee discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Licensee which may reasonably be considered likely to give rise to a liability under this indemnity (IPRs Claim), the Licensee shall:
- remove or unpublish any modification of the Background IPRs, IPR Content or Foreground IPRs, other than by or on behalf of the Licensor; or
 - a)** as soon as reasonably practicable, give written notice of the IPRs Claim to the Licensor, specifying the nature of the IPRs Claim in reasonable detail;
 - b)** not make any admission of liability, agreement or compromise in relation to the IPRs Claim without the prior written consent of the Licensor (such consent not to be unreasonably conditioned, withheld or delayed) , provided that the Licensee may settle the IPRs Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Licensor, but without obtaining the Licensor's consent) if the Licensee reasonably believes that failure to settle the IPRs Claim would be prejudicial to it in any material respect;
 - c)** give the Licensor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensee, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the IPRs Claim; and

d) subject to the Licensor providing security to the Licensee to the Licensee's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Licensor may reasonably request to avoid, dispute, compromise or defend the Claim.

5.5. Where Foreground IPRS are created as a result of the License, the Licensee is bound by the Licensing terms on Foreground IPR set out in the Grant Form.

5.6. In the event that no Foreground IPR licensing terms are set out in the Grant Form the Licensor grants a license on the same terms of the License for the IPR Content set out in this agreement and the same relevant Grant Form.

6. LICENSEE INDEMNIFICATION

6.1. The Licensee agrees to indemnify, defend, and hold harmless the Licensor, its affiliates, and their respective officers, directors, and employees from any claims, liabilities, damages, or expenses (including legal fees) arising out of or in connection with:

- (a) Licensee's breach of this Agreement;
- (b) Licensee's use of the Content beyond the scope of the license;
- (c) Claims that the Licensee's modifications to the Content infringe upon third-party rights.

7. LIMITATION OF LIABILITY

7.1. Neither party shall be liable for any indirect, incidental, consequential, or punitive damages, including lost profits or revenues, arising out of or relating to this Agreement.

7.2. The Licensor's liability under this Agreement shall be limited to the total amount of fees paid by the Licensee to the Licensor under the License Agreement Grant Form during the twelve (12) months preceding the claim.

8. TERM AND TERMINATION

8.1. This Agreement shall remain in effect for the duration of the License Term as stated in the License Agreement Grant Form unless terminated earlier in accordance with this Agreement.

8.2. Either party may terminate this Agreement for cause upon written notice if the other

party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice.

8.3. Upon termination or expiration of this Agreement, the Licensee shall cease all use of the Content and return or destroy all copies in its possession unless otherwise agreed.

9. CONFIDENTIALITY

9.1. Each party agrees to keep confidential any proprietary or non-public information disclosed by the other party during the performance of this Agreement and to use it only for purposes of this Agreement.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**.

11. MISCELLANEOUS

11.1. **Entire Agreement:** This Agreement, together with the License Agreement Grant Form, constitutes the entire agreement between the parties concerning the subject matter hereof.

11.2. **Amendments:** No amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

11.3. **Force Majeure:** Neither party shall be liable for delays or failures in performance due to circumstances beyond their reasonable control.

11.4. **Assignment:** : The Licensee may not assign its rights or obligations under this Agreement without the prior written consent of the Licensor.

11.5 Governing Law and Dispute Resolution: . This Agreement shall be governed by and construed in accordance with the laws of **England and Wales** .