

Guidelines re Trade Mark Usage

The following paragraphs set out the terms and conditions which the Partner/Supplier shall observe and comply with in relation to its use of the Value Retail Trade Marks. Such use shall at all times be in accordance with the terms set out in the Agreement between Value Retail and the Partner/Supplier and any Schedules thereto.

1. Regulatory

The Partner/Supplier understands that the trade mark licence granted to it is subject to compliance by the Partner/Supplier with all applicable laws, enactments, regulations and other similar instruments in the countries in which the Partner/Supplier uses the Value Retail Trade Marks (including all applicable local laws relating to advertising, marketing, broadcasting, and promotional activities).

2. Use

- 2.1 Use of the Value Retail Trade Marks by the Partner/Supplier shall at all times be undertaken in accordance with the direction of Value Retail.
- 2.2 The Partner/Supplier shall consult with Value Retail as to all style names and sub-brands, whether words or devices, which the Partner/Supplier proposes to use in conjunction with the Agreement. The Partner/Supplier shall further take all reasonable and prudent steps to search all registers and records to satisfy it that all such style names and sub-brands and devices are available for use and do not infringe the rights of any third party within any territory in which the Bicester Village Shopping Collection Villages are located.
- 2.3 At the discretion and expense of Value Retail, Value Retail shall take such steps to register any style names or sub-brands or devices that it approves for use in connection with the Agreement as trade marks. All legal and equitable rights, title and interest in any names, devices, style names, sub-brands, strap-lines used in connection with the Agreement or the Villages (whether registered or not) together with all goodwill therein, shall belong to Value Retail.
- 2.4 The Partner/Supplier may not use the Value Retail Trade Marks as part of a corporate, business or trading name or style of the Partner/Supplier.
- 2.5 The Partner/Supplier shall use the Value Retail Trade Marks only for the purpose authorised by the Agreement and in particular shall not knowingly or recklessly use the Value Retail Trade Marks in any way which might tend to allow them to become generic, lose their distinctiveness, become liable to mislead the public or be materially detrimental to or inconsistent with the good name, goodwill, reputation or image of Value Retail.
- 2.6 Where appropriate, whenever the Value Retail Trade Marks are used by the Partner/Supplier, such use shall be accompanied by wording and clear marking by the use of ® and/ or © and/or “TM” as appropriate, and all copyright material will incorporate appropriate notices to the effect that Value Retail is the owner thereof to show (where applicable) the registered Value Retail Trade Marks or copyright are used by the Partner/Supplier under licence of Value Retail.
- 2.7 The Partner/Supplier shall not use the Value Retail Trade Marks accompanied by other third party trade marks (whether registered or not) or words describing the goods or services unless the Value Retail Trade Marks are sufficiently distinguished from the surrounding and adjacent words and Value Retail is clearly identified as the proprietor of the Value Retail Trade Marks.
- 2.8 The Partner/Supplier shall not by virtue of its Agreement with Value Retail or any Schedule thereto, obtain or claim any right, title or interest in or to the Value Retail Trade Marks except the rights of use as are specifically set out in the Agreement and/or any Schedule.

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- 2.9 The Partner/Supplier shall not adopt or use (on behalf of itself or any other third party) anywhere in the world any sign or mark which incorporates or is confusingly similar to, or is a simulation or colourable imitation of the Value Retail Trade Marks or any of them now or hereafter;
- 2.10 The Partner/Supplier shall not apply for registration in any part of the world of a sign or mark which incorporates or is confusingly similar to, or is a simulation or colourable imitation of the Value Retail Trade Marks or any of them now or hereafter.
- 2.11 The Partner/Supplier shall promptly notify Value Retail of any actual, threatened or suspected infringement, of any of the Value Retail Trade Marks or all of them which comes to the Partner/Supplier's notice, and any claim by any third party so coming to the Partner/Supplier's notice that the use of the Value Retail Trade Marks infringes any rights of any other person.
- 2.12 The Partner/Supplier shall, at the request and expense of Value Retail, do all such things as may be reasonably required to assist Value Retail in taking or resisting any proceedings in relation to any infringement or claim in connection with the Value Retail Trade Marks.

3. Goodwill

The Partner/Supplier acknowledges and agrees that the goodwill and all other rights in and associated with the Value Retail Trade Marks belong to and vest absolutely in Value Retail and that it is the intention of the parties that all such rights will at all times hereafter and for all purposes remain vested in Value Retail so long as the Value Retail Trade Marks are capable of protection at law and in the event that any such rights at any such time accrue to the Partner/Supplier by operation of law, or howsoever, the Partner/Supplier will at Value Retail's expense forthwith on demand do all such acts and things and execute all such documents as Value Retail shall deem necessary to vest such rights absolutely in Value Retail.