



ARGENTIUM[®]

THE FINEST SILVER

ARGENTIUM SILVER TRADEMARK LICENCE AGREEMENT

WHEREAS ARGENTIUM INTERNATIONAL LIMITED (AIL) is the owner of the Argentium Silver Trademarks, including the Winged Unicorn Device (outline or solid mark) for laser marking/stamping/punching Argentium Silver articles. The Argentium Silver Trademarks and Devices include not only the Marks shown on the www.argentiumsilver.com website, but also similar Marks, for example in the case of the Marks shown, where the Device is looking to the right, or the lettering is situated at another position relative to the Logo.

Types of Licence

The Licence granted is a Non-Exclusive Licence, meaning that AIL and any Licensee (including companies and individual silversmiths/artisans) may use the Trademarks and Devices, for either business or personal use, in the selected jurisdictions (territories).

Conditions of Use

AIL grants to the Licensee the right to use the Argentium Silver Trademarks and Devices as directed in the Argentium Silver Brand Guide. The Winged Unicorn Device (outline or solid mark) is to be used in the form of a laser mark/stamp/punch on Argentium Silver Articles as selected by the Licensee herein and on the following Terms and Conditions.

The Licensee hereby undertakes and warrants that the Articles manufactured and laser marked/stamped/punched, utilising the Winged Unicorn Device, shall conform to the highest standard of quality of materials and workmanship and AIL reserves the right to approve these standards.

Should the Licensee wish to use the Winged Unicorn Device on goods where it is not possible to laser mark/stamp/punch, the Licensee will use labels, sales publicity material or tags, which are approved by AIL and available to download from the www.argentiumsilver.com website.

The Licensee hereby undertakes at reasonable intervals, when and if called upon to do so, to submit returnable samples of the Articles marked or labelled with the Argentium Silver Trademarks and Devices for inspection by AIL, or a duly authorised representative of AIL.

AIL reserves the right to terminate the Agreement entitling the Licensee to use the Argentium Silver Trademarks and Devices if the standards or materials and quality of workmanship does not conform to the standards set by AIL, until those standards are met by the Licensee.

The Licensee shall use the Argentium Silver Trademarks and Devices in accordance with the specification as to use and shall observe any reasonable directions given by AIL as to size and proportions, together with the manner and disposition of application.

The Licensee shall not use any mark or name, which is confusingly similar to the Argentium Silver Trademarks and Devices in respect of any goods that are similar to the Articles.

The Licensee confirms that they understand that they will use the Argentium Silver Trademarks and Devices at their own risk and will not hold AIL liable for any use by the Licensee of the Marks and Devices, should a dispute arise with a third party in relation to use of those Marks and Devices or any conflict with Marks and Devices held by third parties.

The Licensee warrants that they will use the Argentium Silver Trademarks and Devices only with/on goods made of Argentium Silver.

Termination Clauses

If the Licensee shall commit or allow to be committed any breach of any covenant, undertaking or warranty hereunder and shall not remedy the same within thirty (30) days after notice in writing by AIL requiring such remedy, AIL shall be at liberty, by notice in writing, to determine the rights of the Licensee hereunder whereupon the Licensee shall cease to use the Trademarks and Devices with/on any of their goods.

This Agreement is personal to each party hereto and neither party shall assign or sub-contract any of its obligations hereunder to any third parties. This Agreement shall commence on the date the terms and conditions herein are accepted and shall continue, unless terminated.

Applicable Law in Relation to Disputes

The law applicable to the validity, construction and enforcement of this Agreement shall be English law and all disputes arising in connection herewith shall be submitted to the jurisdiction of the English Courts, unless an agreement is reached by both parties that disputes can be settled by the Court of another jurisdiction.

Acceptance of Terms and Conditions

AIL requires each Licensee to accept the Terms and Conditions of this Trademark Licence Agreement.