



# FRIEND OF THE SEA

Sustainable Seafood



## **AGREEMENT CONCERNING THE FRIEND OF THE SEA AUDIT and LICENSING OF THE TRADE MARK FRIEND OF THE SEA**

### **1. GENERAL**

World Sustainability Organization Srl, doing business as WSO (hereinafter called the “Trade Mark Owner”), is the owner of the Friend of the Sea ship-and-sea circular logo trade mark (hereinafter called the “Trade Mark”), registered in the European Union under the Number 00336019, in the United States under the Registration Number 4594857 and in Australia under the International registration Number 1167324/1569407 for Class 29 (Fish and Fish Products, Non Living Molluscs and Crustaceans).

The user of the Trade Mark (hereinafter called the “User (Licensee)” **Nagua Swiss Sagl**.

Trade Mark Owner is granting User (Licensee) a license to use the Trade Mark in connection with User (Licensee) products listed in Exhibit A1 (“Products”), certified by Trade Mark Owner, following verification, as Plastic Neutral.

For User (Licensee) the Trade Mark serves as a seal of approval. User (Licensee) shall be forthcoming with the Trade Mark Owner if additional plastic is being produced by User's company either in product, manufacturing or shipping processes.

### **2. GENERAL RULES FOR THE USE OF THE TRADE MARK BY THE USERS (Licensees)**

- The use of the Trade Mark pre-supposes that User (Licensee) has successfully offset the companies Plastic Footprint and is therefore authorized to display the Trade Mark on its Products, packaging and related promotional, sales and marketing materials, provided such usage conform with the Friend of the Sea criteria, as set forth in this agreement and further described in the document ‘Logo Use Guidelines’ available on our website, hereto (“Guidelines”).
- The Trade Mark Owner may at any time without prior arrangement carry out monitoring of products from producers and distributors which display the Trade Mark. If any of the aforesaid does not conform to the Guidelines, then the Trade Mark Owner shall promptly notify the User (Licensee) in writing that the User (Licensee) of the Trade Mark is not permitted to use it until they conform to these Guidelines.
- Furthermore, the Users (Licensees) must comply with the following:
  - Friend of the Sea must be notified without delay of all changes of address, re-designation or change of ownership of the User (Licensee).
  - Usage of Trade Mark must be accompanied by the following text “Plastic Neutral”, as provided by the Trade Mark Owner. The Friend of the Sea logo alone cannot be used by the Trade Mark Owner without the “Plastic Neutral” text.
  - In case of termination of the right to use the Trade Mark, all references to the Trade Mark and the Trade Mark Owner must be removed from products produced after termination of this agreement, subject to Paragraph 4.2 hereof.



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- User (Licensee) accepts that Trade Mark Owner will publish User's (Licensee's) company profile on its website friendofthesea.org, and Trade Mark Owner agrees to submit to User (Licensee) for prior approval such company profile or any other usage of User's (Licensee's) trade name, trademarks, logos or other identification of User (Licensee) on Trade Mark Owner's website or elsewhere prior to the printing, distribution, broadcast or publication thereof as set forth in this agreement.

### **3. PROCEDURE FOR GRANTING THE RIGHT OF USING THE TRADE MARK**

- 3.1. The User (Licensee) is granted the use of the Trade Mark as set forth herein only once it will receive the Certificate of compliance to the Plastic Neutral standard from the Trade Mark Owner.
- 3.2 The User (Licensee) will have the right to use the Trade Mark only until its Certificate is valid and not expired.

### **4. WITHDRAWAL OF AUTHORISATION**

4.1. The Trade Mark Owner can withdraw its authorization of User's (Licensee's) use of the Trade Mark for the following reasons:

- 4.1.1. On written request of the User (Licensee)
  - 4.1.2. Automatically on dissolution or insolvency of the User (Licensee).
  - 4.1.3. When a User (Licensee) (or any of its producers/distributors, as the case may be) no longer financially offsets the companies' plastic footprint, as set down in Paragraph 2 and fails to cure such nonconformity within a reasonable period of time, and/or violates his obligations and does not respond to instructions received from Friend of the Sea within a reasonable period of time.
- 4.2. When the Trade Mark Owner decides to revoke a license, the affected User (Licensee) will irrevocably lose the right of using the Trade Mark for any Products made after revocation, provided, that User (Licensee) shall have the right to continue to sell existing inventories of Products bearing such Trade Mark for a reasonable amount of time after such revocation.
- 4.3. The Trade Mark Owner has no obligation to reimburse any or all of the applicable annual license fee, as set forth in Paragraph 5.

### **5. LICENSING FEE**

5.1. The annual licensing fees for User (Licensee) is calculated according to the weight volume of plastic produced by the User, or special agreements (Exhibit A2).

The annual offset value authorizes the Licensee to use the Trade Mark on and in connection with the Products listed in Exhibit A1.

5.2 If the User (Licensee) agrees with a company history offset value of plastic produced, the Trade Mark allows a Lifetime Plastic Neutral Logo for use on the user's website and promotional material.

5.3 If the User (Licensee) agrees with an advance payment of 3 years of royalties, the Trade Mark Owner allows a discount of 20% on the total amount as written in Exhibit A3.

### ***IMPORTANT NOTE***



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*If the User's customers want to use the Trade Mark on products produced for brands not owned by the User, the User will have to request the brand owner for which it is producing the products to contact the Trade Mark Owner and sign another agreement for the additional fees.*

*The User cannot use the Trade Mark on branded products not owned by the User.*

5.2. The above contributions received shall solely be used by the Trade Mark Owner in furtherance of its Friend of the Sea Plastic Offset Program.

5.3. This agreement is automatically renewed every 12 months unless withdrawal is communicated in writing by the User (Licensee) at least 60 days prior to the start of any 12-month term.

**5.4 World Sustainability Organization srl will invoice to the User (Licensee) the amount according to the weight volume in Kgs of plastic produced.**

**The payment of following yearly royalties should be carried out at invoice receipt.**

In case of payment delays exceeding 30 days, Licensee accepts to pay the following additional credit recovery expenses:

	EU	Extra-EU
30 to 60 days	6,5 (+VAT, if applicable) %	8,5 (+VAT, if applicable) %
61 to 90 days	8,5 (+VAT, if applicable) %	10,5 (+VAT, if applicable) %
91 to 120 days	10,5 (+VAT, if applicable) %	12,5 (+VAT, if applicable) %
Over 120 days	13,5 (+VAT, if applicable) %	15,5 (+VAT, if applicable) %

Payment has to be made to the following bank account:

Beneficiary: World Sustainability Organization srl

Bank Name: Intesa San Paolo

Bank Address: Piazza Cordusio, 4- 20123 Milano Italia

Bank Account nr: 1000/00125031

IBAN: IT23W0306901626100000125031

Swift/BIC: BCITITMM

## **6. JURISDICTION**

6.1. This agreement and all legal issues arising from it are subject to laws of: (i) the European Union, in the event that User (Licensee) starts judicial proceedings against Trade Mark Owner in respect of a dispute arising from or in connection with this Agreement, or (ii) Italy, in the event that Trade Mark Owner starts judicial proceedings against User (Licensee) in respect of a dispute arising from or in connection with this agreement.



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World Sustainability Organization Srl  
Friend of the Sea Program

**Paolo Bray - Director**

Name and title of authorized signatory

User (Licensee): Nagua Swiss Sagl

**nagua**<sup>®</sup>

Name and title of authorized signatory

Signature

  
Signature

Milan, \_\_\_\_\_  
Place and Date

Place and Date  
Cadenazzo, Swiss, 14.12.22

## Exhibit A1

*Products for which the use of the Trade Mark is requested:*

- 1) eco vetri e superfici 500ml
- 2) eco sgrassatore universale 500ml
- 3) eco multiuso antisale 500ml
- 4) eco anticalcare 500ml
- 5) eco detergente wc 500ml
- 6) eco mousse anti muffa 500ml
- 7) eco gel piatti 500ml
- 8) eco gel lavastoviglie 500ml
- 9) eco detergente pavimenti 500ml
- 10) eco shampoo barca 1000ml
- 11) eco liquido lavatrice 1000ml
- 12) eco ammorbidente 1000ml
- 13) eco vetri e superfici tanica 5kg
- 14) eco sgrassatore universale tanica 5kg
- 15) eco shampoo barca tanica 5kg
- 16) carta wc alta dissolvenza
- 17) Gel igienizzante mani 500ml
- 18) eco crema doposole biologica
- 19) eco crema solare minerale spf 30
- 20) eco crema solare minerale spf 50+

## Exhibit A2

Total amount for Plastic Offset is 65 euro per year.



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## Exhibit A3 - ADVANCE PAYMENT 3 years royalties

If the User (Licensee) agrees with an advance payment of 3 years of royalties to get a 20% discount on the total amount or in a Company History Plastic Offset, please choose the following option:

	The User (Licensee) accepts to pay in advance 3 years of royalties
	The User (Licensee) applies for a Company History Plastic Offset

**World Sustainability Organization Srl**  
**Friend of the Sea Program**

**Paolo Bray - Director**  
**Name and title of authorized signatory**

**Signature**

**Milan, \_\_\_\_\_**  
**Place and Date**

**User (Licensee): Nagua Swiss Sagl**

**nagua**

**Name and title of authorized signatory**  
Nagua Swiss Sagl

  
**Signature**

**Place and Date**  
Cadenazzo, Swiss, 14.12.22