

TRADEMARK AND BRAND LICENCE AGREEMENT

This Trademark and Brand Licence Agreement ("Agreement") is made this **9th day of November, 2025** ("Effective Date") between:

THE LANDLORD ASSOCIATION, a not-for-profit membership organization established under English law with registered address at 31 Larcombe Road, Boscoppa, St. Austell, PL25 3EZ ("TLA" or "Licensor")

AND

TLA COMMERCIAL PARTNERSHIPS LIMITED, a private limited company incorporated in England and Wales with Company Number 16844398 and registered office at 84 Sanderling Way, Iwade, Sittingbourne, ME9 8TE ("Company" or "Licensee")

RECITALS

WHEREAS, Licensor owns and operates a comprehensive portfolio of intellectual property assets, including but not limited to trademarks, service marks, trade names, logos, domain names, and other proprietary brand assets associated with The Landlord Association;

WHEREAS, Licensor has invested significant time, effort, and resources in developing and maintaining the reputation, goodwill, and market recognition associated with The Landlord Association brand;

WHEREAS, Licensee desires to use certain of Licensor's intellectual property assets in connection with commercial partnership activities undertaken for the benefit of Licensor;

WHEREAS, Licensor is willing to grant such licence subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Brand Assets" means all intellectual property owned or controlled by Licensor, including:

- a) The trademark "The Landlord Association" and "TLA"
- b) All associated logos, symbols, and graphical representations
- c) Domain names including landlordassociation.org.uk and related domains

- d) Social media accounts and handles
- e) Design elements, color schemes, and brand guidelines
- f) Marketing materials and templates
- g) Member communications and newsletter formats
- h) Any future developments or additions to the brand portfolio

1.2 "Licensed Purposes" means commercial activities undertaken by Licensee solely for the benefit of Licensor, including:

- a) Partnership agreements with insurance companies, financial institutions, and service providers
- b) Sponsorship arrangements and advertising partnerships
- c) Affiliate marketing and commission-based relationships
- d) Revenue-generating collaborations aligned with Licensor's mission
- e) Member benefit programs and exclusive offers

1.3 "Territory" means the United Kingdom of Great Britain and Northern Ireland, including England, Scotland, Wales, and Northern Ireland.

1.4 "Quality Standards" means the brand guidelines, quality control measures, and reputation standards established by Licensor and updated from time to time.

2. GRANT OF LICENCE

2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable licence during the Term to use the Brand Assets solely for the Licensed Purposes within the Territory.

2.2 The licence granted herein is limited to the specific uses expressly permitted in this Agreement and does not include any right to:

- a) Sub-licence or assign the licence to third parties
- b) Use Brand Assets for purposes other than Licensed Purposes
- c) Modify, alter, or create derivative works of Brand Assets without written consent
- d) Register or attempt to register any Brand Assets in Licensee's name
- e) Use Brand Assets in any manner that may damage Licensor's reputation or goodwill

2.3 Licensee acknowledges that this licence does not grant any ownership interest in the Brand Assets, which remain the exclusive property of Licensor.

3. QUALITY CONTROL AND BRAND PROTECTION

3.1 Brand Standards Compliance

Licensee shall:

- a) Comply with all brand guidelines provided by Licensor
- b) Use Brand Assets only in the exact form and manner specified by Licensor
- c) Maintain consistency with Licensor's established brand identity and messaging
- d) Submit all marketing materials using Brand Assets for prior written approval
- e) Implement any changes to brand usage as directed by Licensor

3.2 Quality Control Measures

Licensee agrees that:

- a) All products, services, and partnerships promoted using Brand Assets must meet or exceed industry standards
- b) Partner selection must align with Licensor's values and member interests
- c) All communications must be professional, accurate, and legally compliant
- d) Member data and privacy must be protected according to GDPR and applicable law
- e) No use shall bring the Brand Assets into disrepute or cause reputational harm

3.3 Approval Process

- a) Licensee must obtain written approval before first use of Brand Assets in any new context
- b) Sample materials must be submitted at least 14 days before intended use
- c) Licensor reserves the right to reject or require modification of proposed uses
- d) Approval may be conditional upon specific terms or modifications
- e) Ongoing monitoring and periodic review of usage will be conducted

4. LICENSEE OBLIGATIONS

4.1 Proper Attribution

Licensee shall include appropriate trademark notices, acknowledge Licensor's ownership, include necessary disclaimers, and ensure third parties understand Brand Asset ownership.

4.2 Record Keeping

Licensee shall maintain detailed records of all Brand Asset usage, materials, partner agreements, financial performance, and any issues.

4.3 Reporting Requirements

Licensee shall provide monthly reports, copies of materials, financial reports, quarterly performance analysis, and annual comprehensive reviews.

5. FINANCIAL TERMS

5.1 Licence Fee

In consideration for the rights granted herein, Licensee shall pay Licensor a licence fee as follows:

☒ **Revenue sharing:** All revenue generated transferred to Licensor less agreed operating costs

5.2 Payment Terms

Payments shall be made monthly by the 15th day following each calendar month, with detailed financial statements and annual audit provisions.

6. INTELLECTUAL PROPERTY PROTECTION

6.1 Ownership

Licensor retains all right, title, and interest in and to the Brand Assets. This Agreement does not transfer any ownership rights to Licensee.

6.2 Protection Obligations

Licensee shall promptly notify Licensor of any infringement, cooperate in enforcement actions, not challenge ownership, assist in registrations, and prevent third-party infringement.

6.3 Improvements and Developments

Any improvements, modifications, or developments to Brand Assets created during this Agreement shall be owned exclusively by Licensor.

7. INDEMNIFICATION

7.1 Licensee Indemnification

Licensee shall indemnify Licensor against all claims arising from Licensee's use of Brand Assets, breaches of this Agreement, negligent acts, third-party claims, and legal violations.

7.2 Licensor Indemnification

Licensor shall indemnify Licensee against claims that authorized use of Brand Assets infringes third-party intellectual property rights.

8. TERM AND TERMINATION

8.1 Term

This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years, automatically renewing for successive one-year terms unless terminated.

8.2 Termination for Cause

Either party may terminate immediately for material breach, insolvency, change of control without consent, or reputational damage.

8.3 Termination for Convenience

Either party may terminate without cause upon 90 days' written notice.

8.4 Effect of Termination

Upon termination, all Brand Asset usage rights cease immediately, materials must be destroyed or returned, and accrued obligations remain due.

9. CONFIDENTIALITY

Both parties acknowledge receipt of confidential information and agree to maintain confidentiality for five (5) years after termination.

10. DISPUTE RESOLUTION

Disputes shall be addressed through good faith negotiation, then CEDR mediation, then LCIA arbitration if necessary.

11. GENERAL PROVISIONS

11.1 Governing Law: English law

11.2 Jurisdiction: English courts

11.3 Entire Agreement: Supersedes all prior agreements

11.4 Amendment: Must be written and signed

11.5 Assignment: Licensee may not assign without consent

11.6 Severability: Invalid provisions do not affect remainder

11.7 Force Majeure: No liability for circumstances beyond control

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE LANDLORD ASSOCIATION

Signature:  _____

Name: Daniel J Francis

Title: Chief Executive Officer

Date: **November 9, 2025**

TLA COMMERCIAL PARTNERSHIPS LIMITED

Signature:  _____

Name: Scott Evans

Title: Director

Date: **November 9, 2025**