

TERMS OF LICENCE AGREEMENT

The acceptance of these Terms of Licence Agreement (“Terms of Agreement”) is a prerequisite for a contract (“the Licence Agreement”) to be entered into by and between *WEGAN Group Ltd (WEGAN)*, 3116490-5, Hatanpään Valtatie 24, 33100 Tampere, Finland, a Finnish corporation (“Licensor”), and the customer purchasing the licence (“Licensee”) (both parties of the Licence Agreement collectively, the “Parties”, and individually the “Party”).

These Terms of Agreement become applicable when the customer places an order for the WEGAN Menu package on the webpage www.wegan.com.

The WEGAN Menu concept offers vegan recipes and visual marketing materials for restaurants. Within the concept, the restaurant can add tested and delicious WEGAN Original recipes made by professional chefs effortlessly and quickly into the restaurant’s own menu. In addition, the restaurant is able to communicate with its customers with WEGAN ready-to-use marketing materials. WEGAN Menu concept offers several package size options for the restaurant with a fixed monthly licence fee indicated per package on the webpage.

1. **Purpose.** The purpose of the Licence Agreement and these Terms of Agreement is for the Licensor to afford the use of certain recipes (hereto “Licensed Recipes”), and the visual and written marketing materials related to these recipes as defined with regard to the respective WEGAN Menu package (hereto “Materials”), as well as the use of the trademark-registered WEGAN logo in relation to these materials, by the Licensee in their respective restaurant business.
2. **Licence.** Subject to the conditions of these Terms of Agreement, the Licensor grants to the Licensee a limited licence, based on a fixed monthly fee, indicated when purchasing the licence, to use, produce, market and sell the Licensed Recipes and utilise the Materials within the Licensee’s restaurant business (collectively, the “Permitted Use”) as defined in these Terms of Agreement. The Permitted use shall be limited to one restaurant. (See section 14)
3. **Ownership.** The Licensor has and shall retain, the rights in all Licensed Recipes and the Materials used in or held for use or sale on the www.wegan.com webpage.
4. For the avoidance of doubt, these Terms of Agreement do not permit the use of the Licensed Recipes or the Materials for mass-marketed, pre-packaged foods and beverages intended as a separate line of business.

5. **Reference.** The Licensee shall, when promoting, marketing or selling the Licensed Recipes online or otherwise publicly, refer to the Licensor as a brand and as the developer of the Licensed Recipes.
6. **Limited right to modify and create derivative works.** The Licensee may not modify, or create derivative works of the Licensed Recipes without a prior written consent of the Licensor. The further development and modification of the Licensed Recipes shall be conducted solely in collaboration with the Parties.
7. Any minor changes to the amount of ingredients with regard to a Licensed Recipe or modifications concerning the workflow with regard to the respective restaurant will not be deemed as modifications or creation of derivative works of the Licensed Recipes.
8. The Licensee may modify the Materials provided in the WEGAN Menu package, as far as WEGAN as a brand and as a trademark is respected. This permission to modify does not include the WEGAN logo.
The Licensor reserves the right to request the Licensee to remove or modify the use of Materials that infringes on or harms WEGAN as a brand or as a trademark. In such instances, the Licensee is obligated to remove or modify the use of Materials accordingly. (See section 25)
9. Any and all rights with respect to the Licensed Recipes and the Materials not expressly granted to Licensee by these Terms of Agreement or mentioned in the package details are reserved by the Licensor.
10. **Limited right to transfer and assignability.** Except as otherwise expressly provided in these Terms of Agreement, the Licensee may not transfer, assign or sublicense, in whole or in part, the right and licence granted to the Licensee pursuant to these Terms of Agreement with respect to the Licensed Recipes and the Materials without the prior written consent of the Licensor.
11. The Licensee may assign its rights and obligations, in whole, under these Terms of Agreement to, upon at least thirty (30) days' prior written notice to the Licensor, any acquirer of all or substantially all of the Licensee's assets (whether by way of merger, asset sale or otherwise), to the extent that such Person agrees in writing to be bound by and subject to these Terms of Agreement. In addition, the Licensee will include a provision in such an agreement that the Licensor is an intended third party beneficiary and will have the right to enforce directly all rights of or restrictions imposed by the Licensor on the acquirer with respect to the Licensed Recipes and the Materials under such agreement.

12. The Licensee will be responsible for any violation or breach of these Terms of Agreement due to the acts or omissions of such acquirer and for a failure to enter into such an agreement.
13. Any attempted or actual transfer, assignment or sublicense in violation of the provisions of these Terms of Agreement will be void and the Licensee will be liable to the Licensor for any damages resulting from such attempted transfer, assignment or sublicense. For the avoidance of doubt, any unintentional breach or violation of the provisions of these Terms of Agreement by the Licensee of its obligations will not be deemed a transfer, assignment or sublicense of the Licensed Recipes or the Materials.
14. **Restaurant chains.** Whenever the Licensee wishes to utilise the licence in more than one restaurant, they shall contact the Licensor to negotiate an Enterprise deal.
15. **Non-exclusivity.** The Licensor reserves the right to simultaneously enter into separate Licence agreements or other agreements concerning the Licensed Recipes and the Materials with third parties. These agreements shall not be deemed as an infringement of this or any other agreements.
16. **Payment.** The rights and licence granted to the Licensee pursuant to these Terms of Agreement are subject to a fixed monthly payment paid by the Licensee, specified for each WEGAN Menu package separately.
Payment term 14 Days net. Interest on the amount overdue shall be paid in accordance with the Finnish Interest Act.
17. **No Ownership.** The Licensee acknowledges and agrees that (i) the Licensee is only granted a licence to use the Licensed Recipes and the Materials in accordance with these Terms of Agreement and (ii) the Licensee will not acquire any ownership in the Licensed Recipes or the Materials.
18. The Licensee acknowledges and agrees that, if not otherwise expressly agreed, the Licensor shall acquire any rights and the ownership in any modification, improvement or other derivative works of the Licensed Recipes created by the Licensee in collaboration with the Licensor as defined in section 6. The modifications, improvements or other derivative works of the Licensed Recipes shall be subject to these Terms of Agreement and its provisions as part of the Licensed Recipes.
19. **Confidentiality.** The Licensee will maintain the confidentiality of the Licensed Recipes in the same manner in which the Licensee treats its own recipes and lists of ingredients.

For the avoidance of doubt, a reasonable disclosure of a list of ingredients in menus and other promotional materials to the extent consistent with past practice or required by law are permissible.

20. The Parties agree not to publicly disclose any information or materials, which have, explicitly or implicitly, been expressed to be confidential by the other Party, in written or spoken form, or information or material which, due to its nature, is to be considered as confidential.

21. DISCLAIMERS, limitations on liability.

1. The Licensed Recipes are provided on an “as is” basis, with all faults albeit tested by the WEGAN chefs. The Licensor does not make, and expressly disclaims, any and all warranties, whether express, implied or otherwise, with respect to the Licensed Recipes including any implied warranties of merchantability or fitness for a particular purpose, or any warranties of title or non-infringement. The Licensor expressly disclaims any warranties not expressly stated herein.
2. In no event will the Licensor be liable for any indirect, consequential, incidental, special or punitive damages (including interruption of service, loss of data, loss of revenue or profit, or loss of time or business) arising out of or relating to the Agreement made between the Licensor and the Licensee or the Licensed Recipes, whether liability is asserted in contract or in tort (including strict liability, products liability or negligence) or otherwise and regardless of whether the Licensor has been advised of the possibility of such damages.
3. The Licensee agrees that the Licensor’s total liability for damages for any causes whatsoever arising out of or relating to the Agreement or these Terms of Agreement or the Licensed Recipes, and regardless of the form of action, whether in contract or in tort (including strict liability, products liability or negligence) or otherwise, shall be limited to the total amount of 10€.
4. Unless otherwise is explicitly stated herein, except in the case of willful misconduct or gross negligence of the defaulting Party, neither Party shall be liable to the other Party in contract, tort, or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with the Agreement made between the Licensor and the Licensee.

22. Waiver of Compliance. Except as otherwise provided in these Terms of Agreement, the failure by any party to comply with any obligation, covenant, or condition under these Terms of Agreement may be waived by the Party entitled

to the benefit thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No waiver of any breach of such provisions will be held to be a waiver of any other or subsequent breach.

23. **Notices.** All notices and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when communicated by electronic means one Business Day after sending the notification to the appropriate party at the address provided by the Licensor and the Licensee.

The address for the Licensor: wegan@wegan.com

The address for the Licensee is provided by the Licensee during the purchase process.

24. **Termination.** The Agreement between the Parties terminates at the end of the month in which the termination took place (termination period) when the Licensee ends the contract on the partner platform at the www.wegan.com webpage. In the event of a termination described above, the Licensee is obligated to destroy all written copies of the Licensed Recipes and the Materials, and cease further use and production of the Licensed Recipes and the Materials by the end of the termination period.

25. In the event of any default under or breach of these Terms of Agreement which remains uncured for fifteen (15) days following a receipt of written notice by the other Party of such default, the non-defaulting party may terminate the Licence immediately upon delivery of written notice to the defaulting party.

26. In the event the Licence is terminated pursuant to section 25, the Licensee is obligated to return, (or certify the destruction of) all written copies of the Licensed Recipes and the Materials; and will cease further use and production of the Licensed Recipes and the Materials immediately.

27. **The right to modify the Terms of Agreement.** The Licensor withholds the right to change these Terms of Agreement by updating them on the www.wegan.com webpage. The changed Terms of Agreement will enter into force with respect to the existing Licence Agreements if not contested by the Licensee in 30 days. If the Licensee does not contest the changes within 30 days, the Licensee will be deemed to have accepted the changes to the Terms of Agreement.

28. **Severability.** If any part of these Terms of Agreement is held to be invalid or unenforceable such determination shall not invalidate any other provision of these Terms of Agreement.
29. The illegality or partial illegality of any or all of these Terms of Agreement, or any provision hereof, will not affect the validity of the remainder of these Terms of Agreement, or any provision hereof, and the illegality or partial illegality of these Terms of Agreement will not affect the validity of these Terms of Agreement in any jurisdiction in which such determination of illegality or partial illegality has not been made, except in either case to the extent such illegality or partial illegality causes these Terms of Agreement to no longer contain all of the material provisions reasonably expected by the parties to be contained herein.
30. **Governing law and dispute settlement.** The Agreement made between the Licensor and the Licensee and these Terms of Agreement shall be construed and enforced in accordance with the laws of Finland without regard to the conflicts of laws rules thereof. All disputes, controversies or claims arising out of or relating to the Agreement or these Terms of Agreement, or the breach, termination or validity thereof shall be settled by way of amicable negotiation.
31. In case the dispute cannot be resolved amicably, the dispute shall be settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one (1) arbitrator nominated by the Finland Chamber of Commerce. The arbitration shall be conducted in Helsinki, Finland, in the English language or Finnish language in case all Parties so agree. The award shall be final and binding on the Parties. The arbitration proceedings, any statements made in the proceedings or documentation and other information parts of the proceedings as well as the final award shall be deemed confidential information.