

**Brand Licensing Agreement (April 2009)**

Ciocchino is a registered trademark and to protect the interests of consumers and retailers, we ask that you abide by the following terms governing the sale of products under the Ciocchino brand.

PREPARING AND SERVING CIOCCHINO

1. Ciocchino should only be prepared using chocolate and cream supplied by Keylink specifically for Ciocchino.
2. Ciocchino should always be made according to the recipes provided by Keylink to ensure a consistent experience for consumers.
3. Ciocchino should only be served in Ciocchino branded paper cups for "take-out" but may be served in your own cups or glassware if served as "eat-in".
4. The Ciocchino dispenser should always be operated, cleaned and maintained according to the instructions provided with the dispenser.
5. Ciocchino branded materials and the Ciocchino name must not be used in connection with any product other than Ciocchino.

DECLARATION BY LICENSEE

We confirm that we have read the above terms and conditions and we hereby agree that Keylink shall be entitled to request the immediate return of the free-on-loan Ciocchino dispenser(s) from us for whatever reason and that we shall return the dispenser(s) in its original packaging.

In the event that the dispenser(s) is/are returned to Keylink in a damaged state or if the dispenser(s) is/are not returned to Keylink within 10 days of any request by Keylink to return it/them, then Keylink shall be entitled to invoice us for the full cost of the dispenser(s), the amount being £275-00 plus VAT per dispenser.

We further confirm that we will cease to serve any beverages or other products under the Ciocchino name from the date of any request by Keylink to do so.

We acknowledge that we are acting as a licensee and not as an agent.

OTHER TERMS & CONDITIONS

All matters not explicitly covered above will be subject to our Standard Terms & Conditions of Sale which can be downloaded from our website.

SIGNED: ON BEHALF OF:

NAME: ADDRESS:

DATE:

TELEPHONE: