

This Brand Ownership, Licence, and Portfolio Participation Agreement (“Agreement”) is made and entered into as of the date of acceptance by the Brand Owner (“Effective Date”) by and between:

RupertG Interactive (“RupertG Interactive”, “Company”, “we”, “us”),
and
[Brand Owner Name] (“Brand Owner”, “you”).

This Agreement relates specifically to the brand identified below:

Brand Name: [BRAND NAME] (“Brand”)

1. Definitions

1.1 Brand Assets means all intellectual property associated with the Brand, including, without limitation, all names, logos, trademarks, service marks, designs, artwork, branding concepts, content, digital assets, products, formulations, packaging, marketing materials, metadata, documentation, or other materials associated with the Brand, whether created prior to, during, or after participation in RupertG Interactive.

1.2 Company Materials means all intellectual property, branding, templates, frameworks, operational systems, software, marketing content, and internal or external documentation created, owned, or used by RupertG Interactive.

1.3 Portfolio Listing means the display, promotion, or inclusion of the Brand within RupertG Interactive’s platforms, websites, social media, marketing materials, presentations, press releases, and other promotional channels.

1.4 Prohibited Activities means any activity that conflicts with RupertG Interactive’s ownership or control of the Brand as defined in Sections 4, 6, 12, or any other provision of this Agreement.

2. Ownership and Co-Ownership of Brand Assets

2.1 The Brand Owner acknowledges that all Brand Assets, whether created prior to, during, or after participation in RupertG Interactive, are **co-owned**, with RupertG Interactive retaining **full priority, control, and usage rights** over all Brand Assets, including but not limited to the rights to reproduce, distribute, modify, license, merchandise, and exploit the Brand in any medium or format.

2.2 Brand Assets shall not be removed, destroyed, copied, sublicensed, transferred, or otherwise exploited by the Brand Owner without prior written permission from RupertG Interactive.

2.3 The Brand Owner retains moral or reputational rights over Brand Assets but acknowledges that RupertG Interactive may:

- Use, reproduce, distribute, display, adapt, and exploit Brand Assets for marketing, promotional, operational, or archival purposes;
- Include Brand Assets in Portfolio Listings, digital or physical merchandising, press releases, presentations, investor materials, case studies, and promotional campaigns;
- Retain Brand Assets and related data for up to **two (2) years post-termination**.

2.4 Any creation or modification of Brand Assets by the Brand Owner requires prior written approval from RupertG Interactive.

3. Licence and Usage Rights Granted to RupertG Interactive

3.1 The Brand Owner grants RupertG Interactive a **non-exclusive, worldwide, irrevocable, sublicensable, transferable, royalty-free licence** to use all Brand Assets for:

- Portfolio inclusion, marketing, advertising, promotions, campaigns, social media, and public communications;
- Product creation, digital and physical merchandising, licensing, and branding;
- Internal operations, archival, analytical, or historical purposes;
- Any other commercial exploitation or strategic business purpose deemed appropriate by RupertG Interactive.

3.2 RupertG Interactive may adapt, resize, format, or modify Brand Assets for technical or presentation purposes, provided such adaptations do not materially alter the integrity of the Brand.

3.3 The Brand Owner may not use Brand Assets independently, commercially, or in ways not explicitly authorised in writing by RupertG Interactive.

4. Non-Compete, Exclusivity, and Prohibited Activities

4.1 The Brand Owner agrees that, for the duration of this Agreement and for **two (2) years following termination**, they shall not, with respect to the Brand or any substantially similar brand:

- Create, launch, market, or promote any brand, product, or service that competes with the Brand or any RupertG Interactive brand;
- Establish, participate in, or invest in any partnership, product, brand, or service that competes with RupertG Interactive brands;
- Accept sponsorships, partnerships, collaborations, or commercial agreements that compete with RupertG Interactive brands or products without prior written approval;
- Exploit the Brand or Brand Assets for commercial gain in any medium, including digital, physical, merchandising, licensing, or promotional activities;
- Circumvent RupertG Interactive in any business dealings relating to the Brand.

4.2 Any violation of this Section constitutes a **material breach**, entitling RupertG Interactive to:

- Injunctive relief;
- Monetary damages;
- Termination of this Agreement without notice;
- Pursuit of any other legal or equitable remedies under UK law.

5. Portfolio Inclusion and Public Representation

5.1 The Brand Owner authorises RupertG Interactive to:

- List, display, and promote the Brand and Brand Assets within the portfolio, marketing materials, presentations, social media, press releases, and other communications;
- Reference the Brand in investor materials, case studies, promotional campaigns, or any business-related material.

5.2 The Brand Owner shall not represent RupertG Interactive as endorsing, approving, or owning any products, services, or brands outside the Brand or terms of this Agreement.

5.3 RupertG Interactive may combine Brand Assets with Company Materials, other brands, or third-party content in Portfolio Listings or marketing materials.

6. Merchandising, Licensing, and Exploitation

6.1 RupertG Interactive retains **exclusive rights** to license, sell, merchandise, distribute, or otherwise exploit the Brand and Brand Assets.

6.2 The Brand Owner may not independently license, distribute, merchandise, or otherwise commercialise the Brand or Brand Assets without prior written permission.

6.3 Any attempt to monetise the Brand outside RupertG Interactive's control shall constitute a material breach.

6.4 This includes, but is not limited to:

- Digital products (games, apps, NFTs, digital content)
- Physical products (merchandise, packaging, food items, drinks)
- Marketing campaigns, influencer collaborations, sponsorships
- Licensing to third parties

7. Brand Standards, Conduct, and Approval

7.1 The Brand Owner shall not take any action that could damage the Brand, its reputation, or the goodwill associated with RupertG Interactive brands.

7.2 Any public representation of the Brand by the Brand Owner requires written approval from RupertG Interactive.

7.3 Any modifications or additions to the Brand by the Brand Owner require prior written consent.

7.4 The Brand Owner shall comply with all applicable UK laws in connection with the Brand and Brand Assets.

8. Data, Retention, and Confidentiality

8.1 RupertG Interactive may retain copies of Brand Assets, associated data, communications, and records for up to **two (2) years post-termination** for archival, analytical, evidential, or operational purposes.

8.2 Both parties shall comply with UK data protection laws, including UK GDPR.

8.3 Confidential information exchanged in connection with this Agreement shall remain confidential except where disclosure is required by law.

9. Term and Termination

9.1 This Agreement commences on the Effective Date and continues until terminated in accordance with this Section.

9.2 RupertG Interactive may terminate at any time with **thirty (30) days' written notice**, with or without reason.

9.3 The Brand Owner may terminate with **sixty (60) days' written notice**, provided reasonable justification is supplied and approved by RupertG Interactive.

9.4 Upon termination, the Brand Owner shall immediately cease any unauthorised use of Brand Assets or Company Materials. RupertG Interactive retains rights to continue using Brand Assets as per Sections 2, 3, 6, and 8.

10. Representations, Warranties, and Indemnity

10.1 The Brand Owner represents and warrants:

- Authority to enter this Agreement
- Compliance with all applicable laws
- No engagement in prohibited or competing activities

10.2 RupertG Interactive warrants it will exercise rights in good faith and commercially reasonable manner.

10.3 The Brand Owner agrees to indemnify and hold harmless RupertG Interactive from all claims, damages, losses, or liabilities arising from breach of this Agreement.

11. Limitation of Liability

Nothing in this Agreement excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Liability which cannot be excluded under UK law

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed under **the laws of England and Wales**, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement constitutes the full and complete agreement between the parties with respect to the Brand and supersedes all prior agreements, communications, or understandings, whether written or oral. Amendments must be in writing.

RupertG Interactive Representative: _____

Brand Owner: _____

Date: _____