



**Licence contract**  
on  
the Label Conditions and Usage of the Registered Trademark  
**«Orang Utan Coffee»**

between  
Orang Utan Regenwald GmbH  
Chileweg 5  
8415 Berg am Irchel  
Switzerland  
(referred to below as the Licensor)

and  
Licensee Address  
  
(referred to below as the Licensee)

### 1. Purpose of the Contract

This Contract regulates the terms of the partnership-based cooperation between the Licensee and the Licensor. In their cooperation, both partners to the Contract strive for conservation of the rainforest in Sumatra and support farmers who manage their coffee plantations organically and refrain from land clearance in the rainforest. The Licensee and the Licensor jointly support measures for market transparency and for coordinated market development.

### 2. Object of the Contract

Upon the signing of the Licence Contract, Orang Utan Regenwald GmbH gives the Licensee the right to use the registered trademark «Orang Utan Coffee» for the products listed in the Annex. Use of the «Orang Utan Coffee» trademark is contingent upon conformity to the conditions below. Further contractual components and conditions can be adopted at any time by the Licensor and must be complied with in full by the Licensee.

### 3. Contractual components and conditions

- Standards for the Processing and Trading of «Orang Utan Coffee» Products
- Trademark Rules
- Annex to the Licence Contract with all licenced products and production locations

### 4. General provisions

Product labels and packagings are to be submitted to the Licensor for approval prior to printing (sign-off to print). The same applies to any changes made to previously approved labels and texts. Details are regulated by the Trademark Rules.

If new standards are adopted or existing standards modified, these shall apply to existing licensed products after expiry of a transitional period of three months.

The marketing of new products under the name «Orang Utan Coffee» and any modifications (formulas, processes used in processing, production sites, etc.) are subject to approval by the Licensor.

## 5. Duration of contract

This Contract is of unlimited duration. Notice of termination must be made in writing and by registered letter received by 30 September to be valid to the end of that year. The Licensor and the Licensee are entitled to terminate the contract with immediate effect if infringements of contractual provisions are found.

## 6. Amendments

The Licensor can supplement and adjust the Contract and its contractual components.

Amendments are notified three months before they enter into force. At the point of notification and within a time limit of 30 days thereafter, the Licensee is entitled to terminate the contract with immediate effect.

Berg am Irchel,  
Orang Utan Regenwald GmbH

Licensee Location,  
Licensee

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Regina Frey

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Licensee Name



## Annex to the Licence Contract

on

the Label Conditions and Usage of the Registered Trademark

### «Orang Utan Coffee»

between

Orang Utan Regenwald GmbH  
Chileweg 5  
8415 Berg am Irchel  
Switzerland

(referred to below as the Licensor)

and

Licensee Address

(referred to below as the Licensee)

The following products are included in this Licence Contract

#### Products

Coffee  
Tea  
Palm sugar  
Coffee cups

#### Production location

Berg am Irchel,  
Orang Utan Regenwald GmbH

Licensee Location,  
Licensee

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Regina Frey

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Licensee Name



## Standards for the Processing and Trading of «Orang Utan Coffee» Products

Valid as from January 1st 2014

### 1. Standards

Processing and trading companies have to comply with the following standards:

- «Orang Utan Coffee» products may be purchased solely and exclusively from certified Farmers Groups and approved processing and trading companies; final retailers are exempted from this rule.
- Final retailers are not subject to mandatory certification as long as they sell «Orang Utan Coffee» products to nobody other than end consumers.
- The traceability of products back to the Farmers Group level is to be ensured at all times.
- The mixing of products from different Farmers Groups is permitted from the roasting process onward within the flow of goods.
- The products are to be labelled clearly and uniformly at all times.
- The products labelled with the words «Orang Utan Coffee» text or mark shall consist of 100% Orang Utan Coffee.
- If «Orang Utan Coffee» is used in other coffee blends, then neither the text nor mark may be used for labelling.

The standards can be audited by means of spot checks by an independent inspection body authorised by the Licensor. In the event of deviations from the standard, the costs of this audit will be borne by the Licensee. New standards can be issued by the Licensor at any time, which must be complied with by the Licensee in full after they have entered into effect.

### 2. Sanctions

Any intentional failure to comply with the standards in full will result in revocation of the Licence Contract. The Licensor is entitled to revoke the Licence Contract with immediate effect, demand disgorgement of surplus value gained by the Licensee, and demand a penal sum of up to CHF 10,000.--.

Where errors are unintentional, the Licensor has the final decision on:

- revocation of the Licence Contract
- disgorgement of surplus value accruing to the Licensee
- how to proceed thereafter.



## Trademark Rules for Processing and Trading Companies under the «Orang Utan Coffee» Licence Contract

Valid as from January 1st 2014



Auf hellem oder weissem Hintergrund wird immer die Version im Primärgrün verwendet.



Auf dunklem oder schwarzen Hintergrund muss immer die weisse Version verwendet werden.

### 1. Market presence

Where a Licence Contract with Orang Utan Regenwald GmbH is in force, the prestigious «Orang Utan Coffee» trademark may be used in accordance with the provisions below:

- Packaging must meet the specifications below. Proofs of printed matter must be submitted to Orang Utan Regenwald GmbH office for a sign-off before printing.
- The design of labels, packaging and advertising materials bearing the «Orang Utan Coffee» trademark should incorporate the principles defined below:
  - Only products that are listed in the Annex to the Licence Contract may bear the label.
  - The Corporate Design Manual of the «Orang Utan Coffee» trademark constitutes an integral component of these Trademark Rules. The specifications it contains are to be adhered to in full, in addition to these provisions.

### 2. Trademark usage

The «Orang Utan Coffee» mark is a protected trademark. The trademark may be used solely and exclusively in the form shown on the left. Its use is possible on:

- Product labels
- Packagings
- Merchandising products
- Licensee's advertising media
- Licensee's website
- Licensee's menus

The trademark can be obtained solely and exclusively from the issuer. Prior to each use a "sign-off to print" is to be obtained from the issuer.

The instructions in the current Corporate Design Manual shall apply in addition to these provisions.

### 3. Text usage

The text «Orang Utan Coffee» is a protected trademark. The text may be used solely and exclusively in the form shown on the left. Its use is possible on:

- Product labels
- Packagings
- Merchandising products
- Licensee's advertising media
- Licensee's website
- Licensee's menus

Prior to each use a "sign-off to print" is to be obtained from the issuer.

The instructions in the current Corporate Design Manual shall apply in addition to these provisions.



## **Schedule of Fees and Royalties for Processing and Trading Companies under the «Orang Utan Coffee» Licence Contract**

Valid as from January 1st 2014

### **1. Basis for calculation**

No licence fee is due.

### **2. Adjustments**

Orang Utan Regenwald GmbH can adjust the Schedule of Fees and Royalties unilaterally at any time.