



1. THE KARMA CO-KITCHEN LIMITED
(t/a 'Karma Kitchens')

And

[Organization.1__Legal_Ent__Name]
(t/a '[Organization.2__Trading_Name]')

LICENCE AGREEMENT

THIS AGREEMENT is made on

BETWEEN

1. **THE KARMA CO-KITCHEN LIMITED** (Company No 10661910) whose registered office is at 38-50 Pritchard's Road, London E2 9AP (the "**Licensor**")

And

2. **[Organization.1__Legal_Ent__Name]** (Company No [Organization.4__Legal_Ent__Company_No_]) whose registered office is at [Organization.2_ Legal Ent. Address.FullCombinedAddress] (the "**Licensee**")

DEFINITIONS AND INTERPRETATION

1. In this agreement unless expressly stated to the contrary:

Account means an interest-bearing account opened by the Licensor at a United Kingdom clearing bank;

Alternative Premises means premises comparable within the Premises elsewhere within the Kitchen;

Bank means Barclays Bank Plc and its successors and assignees or such other bank or building society in England or Wales as the Licensor may from time to time nominate;

Business Day means any day other than a Saturday or Sunday or public holiday in England and Wales;

Building means the property known as [Deal.1__Premises];

Business Material means all documents, information, items and materials in any form, whether owned by the Licensor or a third party, which are provided by the Licensor to the Licensee in connection with the Business Services or the Licensee's use of the Premises pursuant to this agreement;

Business Services shall be provided to the Licensee by the Licensor or third parties on behalf of the Licensor as determined by the Licensor in its sole and absolute discretion to be suitable for the Licensee's needs and includes, without limitation, the following:

- a. Marketing and publicity services, and advice thereon;
- b. Training services covering topics including without limitation the preparation of food and the development of new food products;
- c. Accelerator services, including but not limited to the facilitation of introductions to stakeholders who may be potential clients, service providers and/or investors who, in the opinion of the Licensor, may be beneficial to the growth and development of the Licensee's business;
- d. Assistance with delivery and logistics; and
- e. Booking applications services;
- f. The Licensee shall be under no obligation or liability to use any of the Business Service;

Common Parts means the Facilities and any roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Kitchen the use of which is necessary for obtaining access to and egress from the Premises as designated from time to time by the Licensor;

Deposit means the initial sum of £[Deal.11_ Deposit.Value] (payable in [Deal.11_ Deposit.Currency]) and any further sums deposited under clause 7;

Deposit Balance means the sum, from time to time, standing to the credit of the Account including any accrued interest;

Designated Hours means the following hours: [Deal.4__Shift], on the following days: [Deal.5__Days]

Equipment: common kitchen equipment as provided by the Licensor to the Licensee from time to time, including reasonable fridge and freezer space where reasonably available;

Facilities: toilet and kitchen and, if applicable, storage facilities made available to the Licensee and any staff (for use in common with the Licensor and other clients at the Building);

Interest Rate means 4% above the Bank's base rate from time to time;

Introduced Third Party: any new client, new investor or third-party provider of services introduced to the Licensee by the Licensor, whether directly or indirectly;

Kitchen Costs means a fair proportion based on the number of Designated Hours used by the Licensee during the relevant period of all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises;

Liabilities means all sums required, but unpaid when due:

- a. To discharge all obligations from time to time due to the Licensee under this agreement, including and extending to claims, damages, losses, costs and expenses arising out of and incidental to the enforcement of those obligations; and
- b. To repay to the Licensor or to compensate the Licensor for all losses, costs, fees, charges or expenses suffered or incurred by the Licensor as a result of any breach of or non-compliance with the terms of this agreement by the Licensee or as a result of non-payment of any sums due from the Licensee pursuant to this agreement; and
- c. VAT, if chargeable, in relation to such sums;

License Fee means the sum of £ [Deal.12_ Space Fee (monthly value).Value] (payable in [Deal.12_ Space Fee (monthly value).Currency]), paid per calendar month (exclusive of VAT) in respect of the Kitchen during the License Period (and including the Business Services Fee) or such other amount as the Licensor in its absolute discretion may from time to time determine on giving not less than 5 Business Days' notice to the Licensee from time to time;

License Period means the period of [Deal.6__Term] from and including the [Deal.9__Contract_Start_Date] until the [Deal.10__Contract_End_Date] in accordance with clause 8;

Licensor's Website means <https://www.karmakitchen.co/> or such other website or websites notified by the Licensor from time to time;

Premises means the unit within the Building known as [Deal.3__Unit_ID] ([Deal.2__Unit_Type]);

VAT means value added tax chargeable under the Value Added Tax Act 1994 or under any rule, regulation, order or instrument authorised to be made under that Act or any similar tax which might replace such tax; and: a) if any party at any time comprises more than one person, the obligations of that party shall be the joint and several obligations of such persons, b) the headings in this agreement are for ease of reference only and shall not in any way affect its construction or interpretation.

2. Words denoting the singular include the plural and vice versa, words denoting any one gender include all genders and vice versa, and references to persons include individuals, partnerships, bodies corporate and unincorporated associations.

3. A reference to "writing" or "written" excludes faxes and e-mail.

THE LICENSE

a) Subject to clauses 4 and 8 the Licensor permits the Licensee to occupy the Premises for the License Period in common with the Licensor and all others authorised by the Licensor together with the following rights to use during the Designated Hours;

b) Such parts of the Common Parts for the purpose of access to and egress from the Premises as shall from time to time be designated by the Licensor for such purpose;

c) The Equipment in common with the Licensor and all others authorised by the Licensor, including but not limited to other licensees of the Kitchen or clients of the Licensor; and

d) The service media serving the Premises.

1. The Licensee acknowledges that:

1.1. The Licensee must occupy the Premises as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement. The Licensee is only provided with a temporary license to occupy the Premises on a shifts pattern and for the avoidance of any possible doubt is not entitled to any statutory protection when this license terminates;

1.2. The Licensor retains control, possession and management of the Premises and the Licensee has no right to exclude the Licensor from the Premises;

1.3. The license to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights specified in clause 2.1 may only be exercised by the Licensee and its employees;

2. Alternative Premises

2.1. The Licensee acknowledges that the Licensor shall be entitled at any time on giving one (1) month notice to require the Licensee to transfer to the Alternative Premises and the Licensee shall immediately comply with such notice. If the premises are not comparable the Licensee has the right to terminate their contract with one (1) month notice.

3. Licensor's obligations

3.1. The Licensor shall provide the Business Services in accordance with the provisions of this agreement during the Term.

3.2. The Licensee acknowledges and agrees that the Licensor:

3.2.1. Does not warrant that the Licensee's use of the Premises and the Business Services will be uninterrupted or error-free; or that the services and/or the information obtained by the Licensee through the Business Services will meet the Licensee's requirements or be fit for the Licensee's purposes;

3.2.2. Is not performing any activities which are capable of regulation by the Financial Conduct Authority pursuant to the Financial Services and Markets Act 2000 (as amended from time to time) and all related legislation;

3.2.3. Is not responsible for any delays or delivery failures in accessing the Premises or the provision of the Business Services, nor any other loss or damage resulting from any delays or delivery failures in accessing the Premises or in the provision of the Business Services or in connection with supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises; and

3.2.4. Disclaims all liability and responsibility arising from any reliance placed on the Business Services or the Business Material by any Licensee, or anyone who may be informed of any of the contents of the Business Services or the Business Material.

3.3. The Licensee acknowledges that the provision of the Business Services may enable or assist the Licensee in connecting with Introduced Third Parties who, in the opinion of the Licensor, may be beneficial to the growth and development of the Licensee's business. The Licensee recognises and acknowledges that it enters into any such association with any Introduced Third Party at its own risk. The Licensor makes no representation, warranty or commitment, and shall have no liability or obligation whatsoever in relation to the use of, or correspondence with, any such Introduced Third Party, or any transactions completed, and any contract entered into by the Licensee, with any such Introduced Third Party. Any contract entered into and any transaction completed with any Introduced Third Party is between the Licensee and the relevant Introduced Third Party, and not the Licensor. The Licensor recommends that the Licensee takes independent legal advice prior to entering into any agreement with an Introduced Third Party.

3.4. The Licensor shall not be responsible for verifying that any Introduced Third Party introduced to the Licensee by or on behalf of the Licensor as a potential investor is a self-certified high net worth investor

and/or a self-certified sophisticated investor within the respective meanings of article 48 and article 50A(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Financial Promotion Order**”) and is suitable to invest in startups.

4. Licensee’s obligations

The Licensee shall:

4.1. only occupy the space as discussed with the Licensors, with access given in line with the Designated Hours;

4.2. pay to the Licensors the License Fee without any deduction monthly in advance on the first day of each calendar month and proportionately for any period less than a month the first such payment being for the period from and including the date of this License to the end of the relevant month following that date to be made today. The License Fee and all other sums payable pursuant to this agreement are payable in accordance with clause 5;

4.3. pay to the Licensors on demand the Kitchen Costs;

4.4. pay interest at the Interest Rate on any arrears of the License Fee, the Kitchen Costs or any other overdue money payable to the Licensors under this agreement calculated on a daily basis from the due date until the date of payment;

4.5. adhere to the rules and regulations made by the Licensors in respect of the use of the Kitchen notified to the Licensee either directly or via the Licensors’s Website and in particular shall keep the Premises clean. The Licensee shall maintain the cleanliness of all surfaces, walls, fridges, freezers, light machinery, hobs, cookers and sinks within the Premises. Failure to meet the requirements of this clause 4.5 shall result in a cleaning fee being charged to the Licensee at a cost of £40 or such other fee as the Licensors may reasonably determine represents the cost required to rectify the Licensee’s breach from time to time, which fees may be drawn down from the Deposit Balance by the Licensors;

4.6. not cause any damage to the Premises, Equipment and/or possessions of the Licensors and other occupiers or clients of the Licensors at the Kitchen, nor alter the Premises in any way;

4.7. not obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

4.8. not do anything which will or might vitiate in whole or in part any insurance policy affected in respect of the Kitchen and the Building from time to time (or do anything that may make the premium in respect of such policy more expensive);

4.9. pay the Licensors’s costs for any action taken by the Licensors as a result of the Licensee failing to comply with the terms of this agreement;

4.10. not use the Premises except during the Designated Hours for the purposes of the Licensee’s business;

4.11. not do or permit to be done in the Building anything which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor, the Licensor's employees, other clients or any owner or occupier of neighbouring property;

4.12. not pour any oil or other potentially harmful liquids or substances into the sinks or any service media and at the Licensee's cost to use the oil and waste collection services arranged by the Licensor. Any breach of this clause 4.12 shall result in a cleaning fee being charged to the Licensee at a cost of £250 or such other fee as the Licensor may reasonably determine represents the cost required to rectify the Licensee's breach from time to time, which fees may be drawn down from the Deposit Balance by the Licensor;

4.13. not apply for any planning permission in respect of the Premises;

4.14. not carry out any building works or operations nor put up any unauthorised signs;

4.15. not allow any third party to acquire any rights over the Premises;

4.16. not do anything that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease; and

4.17. the Licensee shall, as soon as practicable following receipt of a request from the Licensor, provide the Licensor with evidence of the Licensee's qualifications including without limitation the following: PLI certificates and Safer Food Better Business Pack;

4.18. the Licensee shall maintain public liability, professional negligence, product liability and, if relevant, employer's liability insurance providing coverage for the death and/or personal injury of, or damage or other loss caused to, any person or their possessions in connection with the Licensee's business with an indemnity level of at least £1 million and provide written evidence of such cover on request.

5. License Fee

5.1. The Licensor may agree with the Licensee that the Licensee will pay the License Fee by either standing order or periodic payment by bank transfer.

5.2. Without prejudice to any other right or remedy that the Licensor may have pursuant to this License or otherwise, if the Licensee fails to pay the Licensor any sum due under this agreement on the due date:

5.3. the Licensee shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.2.1 will accrue each day at the Interest Rate and/or

5.4. the Licensor may lawfully refuse access to the Premises, suspend the Licensee's use of the Licensor's Website or suspend all or part of the Business Services until payment has been made in full.

5.5. The License Fee, Kitchen Costs and any other sums due pursuant to this agreement are non-refundable. In the event that the Licensee elects to leave the Premises at any and/or the Licensee's

involvement with the Licensors is terminated by the Licensors in accordance with the terms of this agreement, no refund shall be due to the Licensee.

5.6. The Licensors reserves the right at any time during the License Period to agree alternative payment arrangements and/or an alternative payment schedule with the Licensee (the “**Alternative Terms**”). Any Alternative Terms agreed between the Licensors and the Licensee shall be included in an additional document annexed to this agreement, and the terms therein shall be equally binding on the parties.

6. Indemnity

6.1. The Licensee shall indemnify and keep indemnified the Licensors against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

6.1.1. the License granted by this agreement;

6.1.2. any breach of the Licensee’s undertakings contained in clause 4, or any other provision of this License; or

6.1.3. the exercise of any rights granted in clause 2.1.

and the Licensee acknowledges that where any such matters arise, the Licensors may draw down monies from the Deposit pursuant to clause 7 to satisfy this indemnity.

7. Deposit

7.1. The Licensors acknowledges receipt of the payment of the Deposit by the Licensee and agrees to act in connection with the Deposit and the Deposit Balance in accordance with the terms of this clause 7.

7.2. The Licensors shall place the Deposit in the Account.

7.3. The Deposit Balance is the property of the Licensee subject to the terms of this clause 7.

7.4. In order to secure performance of the obligations of the Licensee under this agreement and to supplement the powers conferred on the Licensors by this deed, the Licensee irrevocably appoints the Licensors to be the attorney of the Licensee in the name of the Licensee, to do anything in relation to the Account or the money from time to time standing to its credit or the security constituted by this agreement, which the Licensee is or may be required to do under the terms of this agreement.

7.5. The Licensee shall be liable for all bank charges applied to or levied on the Account by the Bank in relation to the Deposit Balance.

7.6. The Licensors may transfer the Deposit Balance to another Account at another Bank (or at the Bank at which the Account is held at the date of any transfer) at any time.

7.7. The Licenser shall be entitled to draw monies from the Deposit Balance without prior notice to the Licensee in order to make good or compensate the Licenser for any Liabilities.

7.8. The Licenser shall notify the Licensee as soon as reasonably practicable on each occasion on which the Licenser draws monies from the Deposit Balance and the Licensee shall immediately top up the Deposit Balance to the original amount deposited.

7.9. The Licenser shall repay the Deposit Balance to the Tenant 60 Business Days after the expiry or earlier determination of the Term and where there are no outstanding liabilities of the Licensee pursuant to this agreement.

8. Termination and downgrading of Business Services

8.1. The license to occupy granted by this agreement shall commence on the [Deal.9__Contract_Start_Date] and shall continue for [Deal.6__Term] until the [Deal.10__Contract_End_Date] unless terminated earlier in accordance with this clause 8 on the earliest to occur of:

8.1.1. the expiry of any notice of breach of any of the Licensee's obligations in this agreement given by the Licenser to the Licensee at any time; or

8.1.2. should a break clause be exercised by either the Licensee or Licenser; in this case agreed to be [Deal.8__Break_Clause], and if relevant, measured from the contract start date

8.1.3. should any of the following events occur:

8.1.3.1. either party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

8.1.3.2. either party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

8.1.3.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of either party;

8.1.3.4. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over either party;

8.1.3.5. the holder of a qualifying floating charge over the assets of either party has become entitled to appoint or has appointed an administrative receiver;

8.1.3.6. a person becomes entitled to appoint a receiver over all or any of the assets of either party or a receiver is appointed over all or any of the assets of the other party;

8.1.3.7. a creditor or encumbrancer of either party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

8.1.3.8. any event occurs, or proceeding is taken, with respect to either party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1.3(c) to clause 8.1.3(h) (inclusive); or

8.1.3.9. either party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

8.2. Termination is without prejudice to the rights of either party in connection with any previous breach of any obligation subsisting under this agreement.

8.3. The Licensee shall only be permitted to downgrade the Business Services to a cheaper package (if such a package is available via the Licensor's Website) on one month's notice given by the Licensee to the Licensor at any time during the License Period.

9. VAT

All sums payable to the Licensor under this agreement are exclusive of VAT, and the Licensee shall in addition pay an amount equal to any VAT chargeable on those sums.

10. Notices

10.1. Any notice or other communication under this agreement shall be in writing and signed by or on behalf of the party giving it or be sent via email to a valid e-mail address given by one party to the other and in the case of the Licensor copied to eccie@karmakitchen.co.

10.2. The provisions of section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2011 shall apply to the giving and service of all notices and documents under or in connection with this agreement except that section 196 shall be amended as follows: all the words including and following the words "and if that letter is not returned....." shall be deleted and there shall be substituted: "...and that service shall be deemed to be made on the second Business Day after the registered letter has been posted".

10.3. Any notice or document shall also be sufficiently served if sent by facsimile transmission and that service shall be deemed to have been made at the time of transmission if transmitted before 5.00 p.m. on a working day but otherwise on the next following working day.

11. Costs

Each party shall be responsible for their own costs in connection with the drafting, negotiation and completion of this License.

12. Limitation of Licensor's liability

12.1. Subject to clause 12.2, the Licensors are not liable for: the death of, or injury to the Licensee, its employees, customers or invitees to the Premises; any loss of profits or other consequential loss to the Licensee's business as a result of anything done or omitted to be done by the Licensors in connection with this agreement; damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Premises; or any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees, customers or other invitees to the Premises in the exercise or purported exercise of the rights granted by clause 2.1.

12.2. Nothing in clause 12.1 shall limit or exclude the Licensors' liability for: death or personal injury or damage to the Premises caused by negligence on the part of the Licensors or its employees or agents; or any matter in respect of which it would be unlawful for the Licensors to exclude or restrict liability.

13. No third-party rights

Unless expressly stated nothing in this agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

14. Governing Law and Jurisdiction

14.1. This agreement shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement or the legal relationships established by it.

14.2. If the Licensee is registered outside England and Wales then the Licensee must appoint a person who has an address within England and Wales to accept service on its behalf and notify the Licensors of such person and their address.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Licensors and the Licensee and the Licensee acknowledges that it has not relied on or taken into account any statement or representation (whether written or oral) made by or on behalf of the Licensors in deciding whether to enter into this agreement and will have no remedy in respect of any such statement or representation, but nothing in this agreement will operate to limit or exclude any liability arising or remedy available by reason of fraud.

This agreement has been entered into on the date stated at the beginning of it.

EXECUTED as a DEED by **THE KARMA CO-KITCHEN LIMITED** and ACCEPTED and SIGNED by:

