CLARKE & CLARKE



CLARKE & CLARKE

INTRODUCTION

Clarke & Clarke / Studio G operates a policy of selling its products to those retailers which it believes can adequately represent the brand and its various product lines. The Criteria set out below have been carefully drafted to help Clarke & Clarke / Studio G determine which retailers should be authorised to sell its products.

In order to preserve the integrity of the Brand, retailers must agree as part of Clarke & Clarke's / Studio G's standard terms and conditions of sale that they will resell Clarke & Clarke's / Studio G's products ("Products") only to final consumers or other authorised retailers. When Products are sold to a multi-store retailer, the retailer must agree that these Products will only be sold in specific stores approved for those Products.

GENERAL CONDITIONS

The opening of any account is subject to appropriate credit checks and payment of the usage fee for use of the Clarke & Clarke / Studio G image database.

The continued supply of Products is conditional upon timely settlement of invoices and ongoing compliance with all relevant terms and conditions and criteria.

Clarke & Clarke / Studio G reserves the right to insist on minimum purchases by year or by order and to require that retailers stock the full range of Products.

Clarke & Clarke / Studio G reserves the right to limit the number of retail websites in a particular geographic area as well as to sell certain Product lines to retailers on an exclusive basis.





CRITERIA APPLICABLE TO ALL CLARKE & CLARKE / STUDIO G RETAILERS

The Criteria must be met to allow all retailers to qualify to sell Products. The Criteria apply to any and all resellers of Products, including retailers who purchase from Clarke & Clarke / Studio G and retailers who purchase from other authorised resellers and shall be under regular review by Clarke & Clarke / Studio G.

1 LOCATION

The location of the point of sale must correspond to the prestige of the Clarke & Clarke / Studio G brand ("Brand"), taking into account whether there are any other prestigious and luxury businesses in the nearby area.

2 APPEARANCE

The exterior signage must not be depreciative or offensive to the Trade Marks, the details of which are set out in Annex A.

The interior decoration (including, but not limited to, flooring, wall and ceiling cladding, lighting, windows), cleanliness, maintenance, presentation of the Brand and Products, and storage conditions must all be suitable to the prestige of the Brand.

The Products must be displayed in a store or area devoted exclusively to homeware products.

The Products must be clearly identifiable as Clarke & Clarke / Studio G products, and generally set apart visually from other brands.

Clarke & Clarke / Studio G packaging, POS materials and fixtures (where supplied) must be used and maintained in line with Clarke & Clarke / Studio G brand guidelines.

3 OTHER BRANDS

Presentation of other homeware brands must be in keeping with the prestige of the Brand so as to enhance and complement the Product range.

4 STAFF

- (a) A sufficient number of qualified sales staff capable of dealing with customer queries, returns, exchanges and complaints must be present at all times.
- (b) Staff must be attentive, knowledgeable about the Products. Staff must be able to provide a high level of customer service and advice about the Products.
- (c) Appearance and attitude of the staff must be appropriate to the prestige of the Brand.

5 SALES METHODS

The marketing of the Products must adhere to the prestige of the Brand.

Retailers must abstain from advertising discounts using methods that may be damaging to the Brand particularly given the prestige of the Brand.





SPECIFIC CRITERIA FOR MAIL ORDER AND INTERNET RETAILERS

Retailers offering mail order and/or online purchases must comply with the Criteria and, in addition, meet the following Specific Criteria owing to the unique nature of these retail environments.

1 APPEARANCE

- (a) The overall appearance of the catalogue and/or website must be suitable to the prestige of the Brand.
- (b) The layout and content of all material in which the Products are displayed must, if requested by Clarke & Clarke / Studio G, be approved in advance.
- (c) The images used to promote the Brand must be supplied by Clarke & Clarke / Studio G (the "Images") and the retailer's right to use the Images by way of licence must not have expired or ceased.

2 CUSTOMER SERVICE

- (a) Retailers offering mail order and/or online purchases must provide Product advice, including technical advice where appropriate, in the form of on-line advice, a telephone helpline or links to other sources approved by Clarke & Clarke / Studio G.
- (b) Retailers offering mail order and/or online purchases must provide an on-line or telephone service dealing with customer complaints and the return of Products.

3 LICENCE DEED

- (a) Retailers offering mail order and/or online purchases will be granted a licence to enable Clarke & Clarke / Studio G to support the retailer's ecommerce website by providing the Images.
- (b) We grant to you a non-exclusive, revocable, limited right to use the Images provided by us unless and until such right is terminated by us upon giving you not less than 28 days' notice at any time or immediately due to our breach of the licence or the Criteria.
- (c) You must use the up-to date Images provided by us and remove any out-of-date Images upon our request.
- (d) You must use the copyright notice specified in the Images section of the Criteria.

Any changes will be communicated by Clarke & Clarke / Studio G in writing with a four week notice period.

4 SPECIFIC CRITERIA FOR INTERNET RETAILERS

These Specific Criteria apply to all internet selling of Products, including where an authorised retailer uses any third party platform for internet selling.

(a) The technical characteristics and content of the proposed website must respect applicable laws regarding privacy





and secure payments.

- (b) The retailer cannot use the Trade Marks in any part of its domain name nor add links within its own website to the official Clarke & Clarke / Studio G.co.uk website ("Clarke & Clarke Website") without obtaining prior written approval from Clarke & Clarke / Studio G.
- (c) The retailer will not partake in deep linking, framing or wordstuffing without Clarke & Clarke's / Studio G's prior written consent.
- (d) If the website is hosted by a third party platform, the retailer shall ensure that customers do not visit its website through a website carrying the name or logo of the third party platform.
- (e) The information on the Products must be immediately accessible from the homepage, and be reached directly using a search engine that, as a minimum requirement, allows the user to search Products by type, purpose, colour and range.
- (f) Advertising Images and Images of the Products used on the website must be of good quality; the resolution of the Images must not be altered through enlargements or reductions.
- (g) The Product information and care guidelines for each Product must be included on that Product's page.
- (h) Clarke & Clarke / Studio G branding (including the Trade Marks, Logo and Brand Mark) must only be used in conjunction with the advertising for sale of the Products, and the retailer must first obtain prior written consent from Clarke & Clarke / Studio G, such approval not to be unreasonably withheld, delayed or conditioned.
- (i) The website must offer to customers email confirmation of order placement and dispatch, together with a reasonable level of after-sales customer service, including service in relation to delivery and returns.
- (j) The website must offer users the opportunity to register for information and updates about Product offers and the retailer must provide regular marketing updates to users who register (which shall be at least once in every calendar month).
- (k) The website and all databases which support the marketing and resale of Products shall be updated regularly (which shall be at least twice in every calendar year), in particular to ensure that the current Product offering is accurately represented and customer and registered website user lists are accurate. Any material amendments to the website regarding the Products must have received prior written approval from Clarke & Clarke / Studio G.
- (I) The website must comply with any and all relevant consumer protection laws and regulations, including, but not limited to, the Consumer Contract (Cancellation) Regulations 2013 and the Consumer Rights Act 2015.
- (m) The website must only promote Products that are specified in the Brand's pattern books that are stocked by the retailer.
- (n) Internet sales shall be confined to sales to customers within the EU.
- (o) The retailer shall offer a "make up and installation" service in respect of the Brand's Products.
- (p) The retailer must be supported by a shop or studio which is open to customers and stocks a comprehensive selection of Clarke & Clarke and Studio G pattern books.
- (q) If the retailer uses a third party website to distribute the Products, that website shall comply with these Specific Criteria for Internet Retailers.





The retailer agrees that e-commerce is a rapidly developing field and that these Specific Criteria for Internet Retailers may need to be modified in the future or that new guidelines on use of the internet may be introduced by Clarke & Clarke / Studio G from time to time. Any modifications or new guidelines shall be notified to the retailer by Clarke & Clarke / Studio G and Clarke & Clarke / Studio G will try to give as much notice of the modifications or new guidelines as is reasonably possible to give in the circumstances.



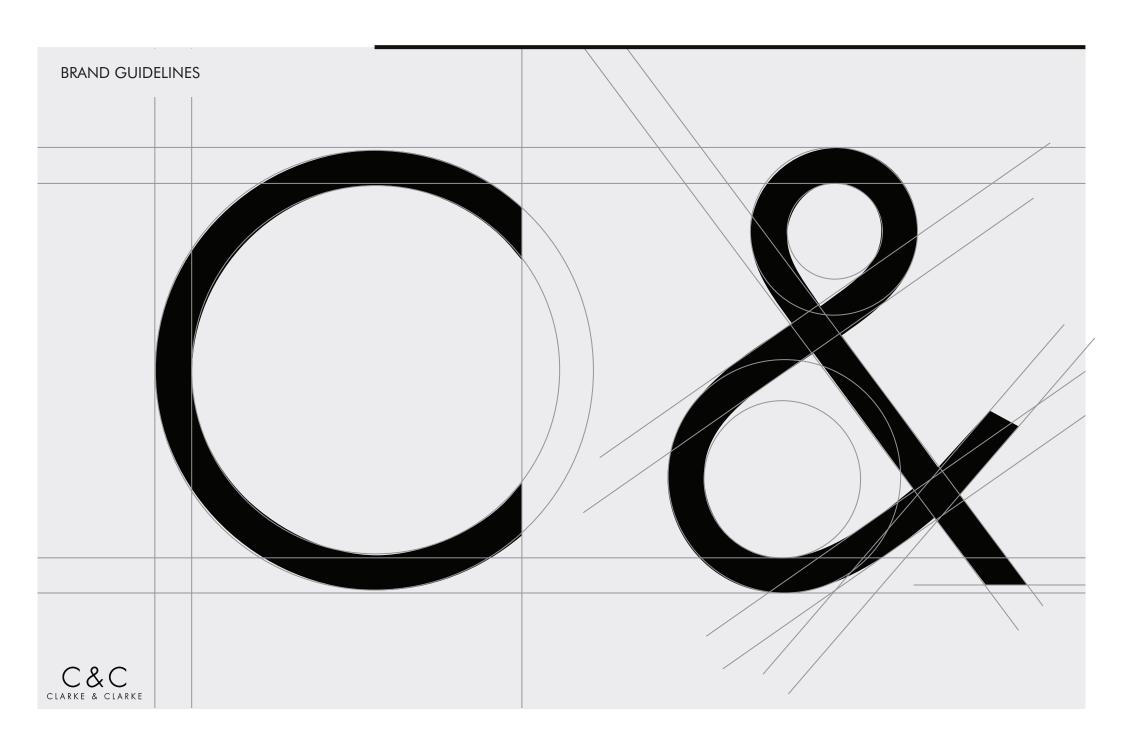


CLARKE & CLARKE

ANNEX A

TRADE MARKS

TRADE MARK	REGISTRATION NUMBER	CLASSES
CLARKE & CLARKE®	UK00002553961	24,27,35
CLARKE & CLARKE®	EU009344391	24,27,35



BRAND MARK

The Clarke & Clarke® brand mark (as shown on this page) is a specially designed and distinctive graphic image. Any alteration weakens its impact and value; modifications to its style, proportions and letterforms are not permitted.

The Clarke & Clarke brand mark consists of the black Clarke & Clarke logo or white logo within a black box.

The Clarke & Clarke brand mark (as shown on this page) should be used in all POS materials relating to the Products after obtaining prior written consent from Clarke & Clarke.



C&C

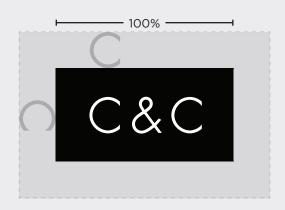
CLARKE & CLARKE

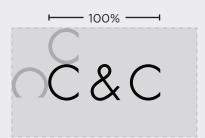
CLARKE & CLARKE



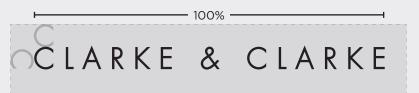
CLEAR SPACE

When using the Clarke & Clarke brand mark (as shown on this page) with other distracting visual elements such as logos, images, text or illustrations. The clear space around the edge should be at least the height of the C from the Clarke & Clarke brand mark.







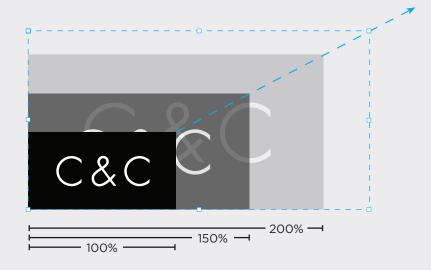




MAINTAINING THE PROPORTIONS & SHAPE OF THE BRAND MARK

To ensure accurate and consistent use, never alter the proportions and shape of the Clarke & Clarke brand mark. The brand mark (as shown on this page) should never be altered for any reason.

To resize the brand mark and to maintain the object's proportions, hold down Shift as you drag. Always take in to consideration the minimum size and clear space around the brand mark.







MINIMUM SIZE

Ensure the brand mark (as shown on this page) maintains its visual impact and is a legible size, do not reproduce the brand mark any smaller than the recommended height outlined.







0

8bx

CLARKE & CLARKE

CLARKE & CLARKE

16px

CLARKE & CLARKE

CLARKE & CLARKE

8рх



COLOUR

Do not modify the brand mark in any way, such as changing the design or colour.

The correct colour versions of the Clarke & Clarke brand mark consists of the black Clarke & Clarke logo or white logo within a black box.

BLACK

CMYK

C 0, M 0, Y 0, K 100

RGB

R 29, G 29, B 27

HEX

#1c1c1b



BRAND MARK MISUSE

EXAMPLES OF PROHIBITED USAGE

- ⊗ Combining third party company names with the Clarke & Clarke brand mark.
- \otimes Combining the Clarke & Clarke brand mark with surrounding text.
- ⊗ Misspelling part of the Clarke & Clarke brand mark.
- ⊗ Making reference to Clarke & Clarke and using a different font, layout and style to the Clarke & Clarke brand mark
- ⊗ Copying the layout of the Clarke-Clarke website.
- \otimes Using the Clarke & Clarke brand mark to attract consumers to buy products other than the Products.
- ⊗ Using the Clarke & Clarke brand mark in the retailer's domain name.
- ⊗ Hyperlinking or otherwise using links to the Clarke & Clarke Website without prior written approval from Clarke & Clarke.









⊗ Do Not - Apply Colour

- ⊗ Do Not Add Drop Shadows or
 other Special Effects

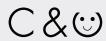


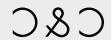






- ⊗ Do Not -Contain In A Shape

⊗ Do Not - Apply Outlines 







⊗ Do Not -Personify

- ⊗ Do Not -Change Orientation
- ⊗ Do Not -Skew, Rotate or Stretch
- ⊗ Do Not -Lock up the Brand Mark with copy, headlines, or other logos



TYPOGRAPHY

Futura Light is Clarke and Clarke's corporate typeface, used for the brand marks and marketing.

Futura Light is a geometric sans-serif typeface. It was designed based on geometric shapes that became representative of visual elements of the Bauhaus design style.

Futura Light is supplied in the Open Type format and is supported by pc and mac.

Futura Light is a clean practical font and is ideal for body copy. It looks most effective when set in 8pt and above.

Futura Book has additional weight and can be used for emphasis in small titles, headings and sub-headings.

AaBbCc 0123

FUTURA LIGHT

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abcdefghijklmnopqrstu vwxyz ABCDEFGHIJKLMNOP QRSTUVVVXYZ 0123456789

!@£\$%^&*()><:;

Typographic Style

This is the typographic style of Clarke & Clarke

COPY SPECIFICATIONS

Body Copy

Futura Light Size: 8pt Leading:9.6pt Kerning:0pt

Sub Heading Copy

Futura Book Size: 8pt Leading:9.6pt Kerning:0pt

BODY COPY SAMPLE

Nius norum consulicae cultuam imaio, cuperunu que consul ut verei et voculic essendum iniquam pribus eo in pratis. Gra, supime atati, quo impliae mortius, simenem unihica iam inatusperbi int? que fatiliis acturit ravenatquam inc re, quam. Graris virmantem in ia vita patuit.

Astis simisqu ostimaio hilnes sena, que ius; ia? Qui pero iam

SUB HEADING COPY SAMPLE

Nius norum consulicae cultuam imaio, cuperunu que consul ut verei et voculic essendum iniquam pribus eo in pratis. Gra, supime atati, quo impliae mortius, simenem unihica iam inatusperbi int? que fatiliis acturit ravenatquam inc re, quam. Graris virmantem in ia vita patuit.

Astis simisqu ostimaio hilnes sena, que ius; ia? Qui pero iam



IMAGES

The Images must only be used as reasonably directed by Clarke & Clarke. The Licence to use the Images shall be non-exclusive, limited and revocable. The Images must be used without significant amendment or alteration.

The Images must be accompanied by a copyright notice making it clear that the rights in the Images belong to Clarke & Clarke.

EXAMPLES OF PROHIBITED USAGE

- ⊗ Using Images that have not been provided by Clarke & Clarke and where the resolution is below Clarke & Clarke quality standards.
- $\ensuremath{\boldsymbol{\otimes}}$ Using Images where the retailer's right to do so has expired or otherwise ceased.







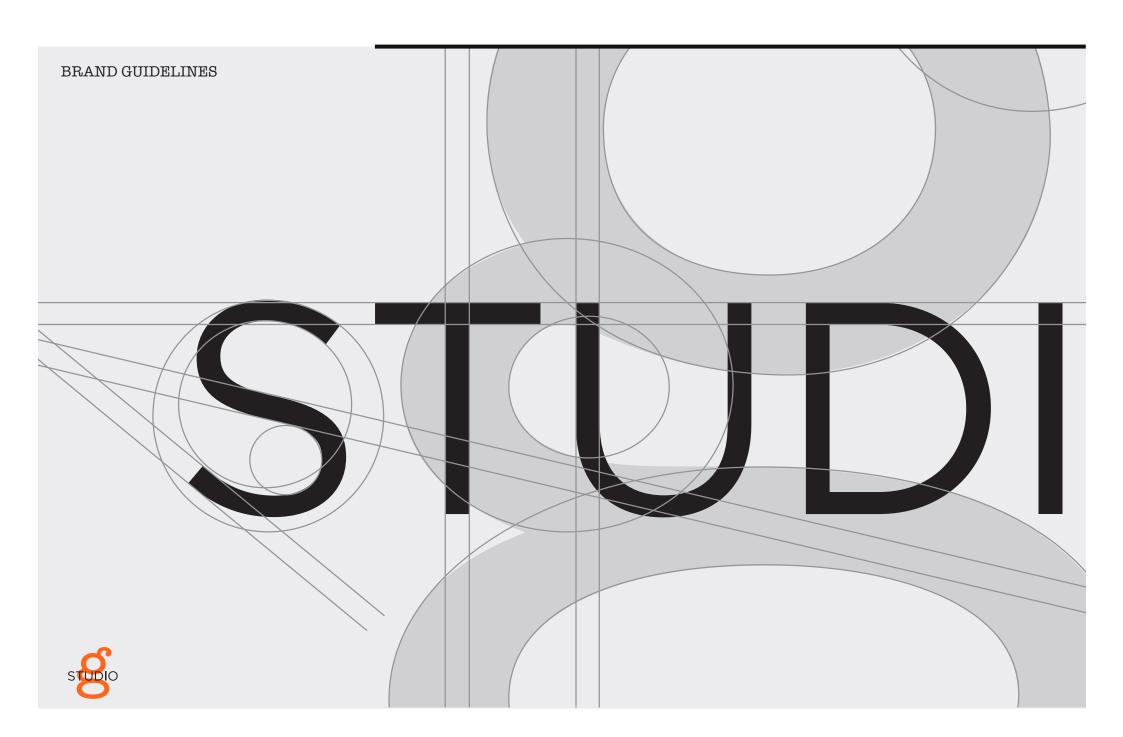


ANNEX A

TRADE MARKS

TRADE MARK	REGISTRATION NUMBER	CLASSES	
STUDIO G™	UK 00003221941 (pending)	24,27,35	





BRAND MARK

The Studio G™ brand mark (as shown on this page) is a specially designed and distinctive graphic image. Any alteration weakens its impact and value; modifications to its style, proportions and letterforms are not permitted.

The Studio G brand mark consists of:
(a) the word "Studio" in uppercase (Gotham Book 58pt) and (b) the letter G positioned behind the word "Studio" in lowercase (American Typewriter Regular 269pt). Official colour is specified later in document.

The Studio G brand mark (as shown on this page) should be used in all POS materials relating to the Products after obtaining prior written consent from Studio G.





White version to be used if positioned on a dark background.



CLEAR SPACE

When using the Studio G brand mark (as shown on this page) with other distracting visual elements such as logos, images, text or illustrations. The clear space around the edge should be at least the height of the S from the Studio G brand mark.

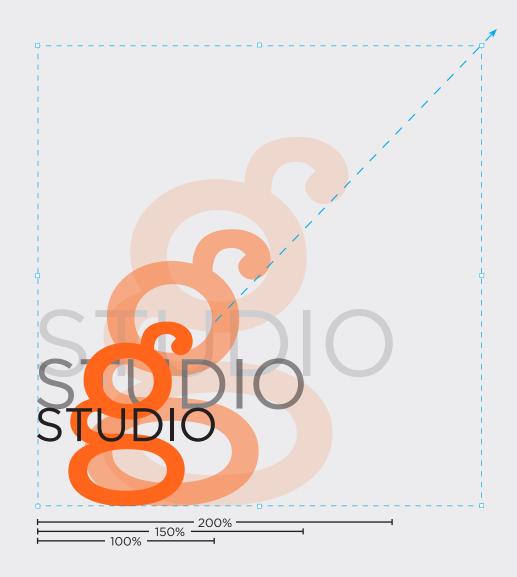




MAINTAINING THE PROPORTIONS & SHAPE OF THE BRAND MARK

To ensure accurate and consistent use, never alter the proportions and shape of the Studio G brand mark. The brand mark (as shown on this page) should never be altered for any reason.

To resize the brand mark and to maintain the object's proportions, hold down Shift as you drag. Always take in to consideration the minimum size and clear space around the brand mark.





MINIMUM SIZE

Ensure the Studio G brand mark (as shown on this page) maintains its visual impact and is a legible size, do not reproduce the brand mark any smaller than the recommended height outlined.







COLOUR STUDIO G BRAND MARK

Do not modify the brand mark in any way, such as changing the design or colour.

The correct colour versions of the Studio G brand mark consists of the black "studio" text with orange letter G (if the brand mark is to be positioned on a dark background please use the version with white "studio" text).

ORANGE

PANTONE

CMYK

RGB

HEX

#ff661b

C 0, **M** 70, **Y** 87, **K** 0

R 255, **G** 103, **B** 27

165c

BLACK

CMYK

C 0, M 0, Y 0, K 100

RGB

R 29, G 29, B 27

HEX

#1c1c1b

WHITE

CMYK

C 0, M 0, Y 0, K 0

RGB

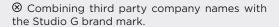
R 255, **G** 255, **B** 255

HEX #ffffff



BRAND MARK MISUSE

EXAMPLES OF PROHIBITED USAGE



- \otimes Combining the Studio G brand mark with surrounding text.
- ⊗ Misspelling part of the Studio G brand mark.
- & Making reference to Studio G and using a different font, layout and style to the Studio G brand mark.
- ⊗ Copying the layout of the Studio G website.
- \otimes Using the Studio G brand mark to attract consumers to buy products other than the Products.
- \otimes Using the Studio G brand mark in the retailer's domain name.
- & Hyperlinking or otherwise using links to the Studio G Website without prior written approval from Studio G.



⊗ Do Not -Apply Colour



⊗ Do Not -Fill with Multiple Colours



Do Not -Add Drop Shadows or other Special Effects



⊗ Do Not -Add Gradations



⊗ Do Not -Contain In A Shape



⊗ Do Not -Multiply



⊗ Do Not -Apply Outlines



⊗ Do Not -Fill With Patterns



⊗ Do Not -Personify



⊗ Do Not -Change Orientation



⊗ Do Not -Skew, Rotate or Stretch



⊗ Do Not -Lock up the Brand Mark with copy, headlines, or other logos



TYPOGRAPHY

American Typewriter is Studio G's brand typeface. American Typewriter is used for the "G" in the brand logo and also used for headings and tiles within Studio G marketing.

American Typewriter is a slab serif typeface. It is based on the slab serif style of typewriters, it is also used in the famous I Love New York (IONY) logo.

Offering the best of both worlds - friendly, familiar and the same time sophisticated, ITC American Typewriter is a typographic asset.

Gotham makes up the "Studio" in the Studio G logo.

Gotham inherited an honest tone that's assertive but never imposing, friendly but never folksy ideal for body copy.

Gotham is a family of widely used geometric sans-serif digital typefaces. Gotham's letterforms are inspired by a form of architectural signage that achieved popularity in the mid-twentieth century, and are especially popular throughout New York City.

AaBbCc 0123

AMERICAN TYPEWRITER

_

abcdefghijklmnopqrstu vwxyz ABCDEFGHIJKLMNOP QRSTUVWXYZ 0123456789 !@£\$%^&*()><:;

Typographic Style This is the typo-graphic style of STUDIO \$\frac{9}{2}\$

COPY SPECIFICATIONS

Body Copy

Gotham Book Size: 8pt Leading:9.6pt Kerning:0pt

BODY COPY SAMPLE

Nius norum consulicae cultuam imaio, cuperunu que consul ut verei et voculic essendum iniquam pribus eo in pratis. Gra, supime atati, quo impliae mortius, simenem unihica iam inatusperbi int? que fatiliis acturit ravenatquam inc re, quam. Graris virmantem

Sub Heading Copy

Gotham Medium Size: 8pt Leading:9.6pt Kerning:0pt

SUB HEADING COPY SAMPLE

Nius norum consulicae cultuam imaio, cuperunu que consul ut verei et voculic essendum iniquam pribus eo in pratis. Gra, supime atati, quo impliae mortius, simenem unihica iam inatusperbi int? que fatiliis acturit ravenatquam inc re, quam. Graris virmantem



IMAGES

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The Images must be accompanied by a copyright notice making it clear that the rights in the Images belong to Studio G.

EXAMPLES OF PROHIBITED USAGE

- ⊗ Using Images that have not been provided by Studio G and where the resolution is below Studio G quality standards.
- \otimes Using Images where the retailer's right to do so has expired or otherwise ceased.





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PARTIES		
CLARKE & CLARKE / STUDIO G		
Company's name	Globaltex Limited (Us, We, Clarke & Clarke/ Studio G, The Brands)	
Registered office	Chalfont House, Oxford Road, Dunham, Uxbridge, England, UB9 4DX	
Represented by	Mark Kennedy	

mail order & online retailer	
Company's name	
Registered office	
Represented by	
Position	

Please execute below as a deed to confirm your agreement to be bound by the terms of the Criteria and the Licence to use Clarke & Clarke Images (online and in mail order catalogues)

SIGNATURE BOX FOR <u>MAIL ORDER AND ONLINE RETAILERS ONLY</u>		
	Please tick the following box where appropriate:	
	Access to Clarke & Clarke images only	
	Access to Studio G images only	
	Access to Clarke & Clarke and Studio G images	
Sh rec	By not ticking any of the above boxes, you agree to remove all Clarke and Clarke / Studio G Images from all points of sale, including any promotional material, within a reasonable time (of no more than 28 days) from the date on which you received these Criteria.	
EXECUTED as a deed by:		
Signature:		
in the presence of (witness):		
Witness signature: Address: Occupation: Date:		

