

The word mark "HAGGII" and any associated visual marks or logos used in commerce.

Character names and distinctive identifiers directly linked to the "HAGGII" portfolio.

All service marks registered or pending under the Foundation's name.

Copyrights:

Artistic and literary works, including but not limited to written narratives, graphic designs, multimedia content, and promotional materials.

Any derivative works or adaptations arising from the original copyrighted material.

PROTECTION OF SLOGANS AND TAGLINES

The Haggis Wildlife Foundation, as a fully owned subsidiary of Fascia Holdings Limited, hereby declares its sole and exclusive ownership of the following slogans and taglines, which are integral components of the "HAGGII" brand:

- **"Uneven Paths United Hearts"**
- **"Find Your Flock on Any Slope"**
- **"Legends Never Run Straight"**
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These slogans encapsulate the core themes, values, and unique identity of the "HAGGII" brand and have been consistently utilized across various platforms and materials, including digital media, marketing campaigns, promotional content, and product merchandising. The Foundation asserts that these slogans are protected as intellectual property under the following classifications:

Trademark Protections: Applications are being prepared to register these slogans as trademarks in key jurisdictions, including the UK and EU, to ensure exclusive rights over their commercial use.

Copyright Protections: As original literary expressions, these slogans are automatically protected under applicable copyright laws, ensuring that no unauthorized reproduction or adaptation can occur.

To safeguard the distinctiveness and integrity of these slogans, the Foundation declares that any use, reproduction, or adaptation by third parties is strictly prohibited without explicit written authorization. Prohibited uses include, but are not limited to:

Displaying the slogans on products, packaging, or advertisements not authorized by the Foundation.

Utilizing the slogans in ways that may cause confusion, dilute their distinctiveness, or mislead consumers regarding the affiliation with the "HAGGII" brand.

Incorporating the slogans into marketing or branding strategies for unrelated entities.

The Foundation reserves the right to enforce its exclusive rights to these slogans through all available legal means, including injunctions, monetary claims, and other remedies to address infringement or unauthorized use.

By declaring the exclusive ownership of these slogans, the Foundation reinforces its commitment to protecting the creative and commercial value of the "HAGGII" brand and ensuring the continued alignment of all brand elements under its governance.

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Design Rights:

Registered and unregistered design rights protecting the unique visual and structural elements of the "HAGGII" brand products, including character designs, packaging, and promotional layouts.

Patents:

Any technical inventions, utility models, or proprietary methodologies developed specifically for the "HAGGII" brand, whether currently registered, pending registration, or under development.

Confidential Information and Trade Secrets:

Proprietary business strategies, internal processes, and technical methodologies, which provide a competitive advantage and are strictly confidential.

Declaration of Sole Ownership

The Foundation formally and unequivocally declares its sole and exclusive ownership of all intellectual property assets outlined above. This declaration is supported by extensive legal and commercial documentation, including but not limited to:

- Creation records and development logs.
- Assignment deeds confirming the transfer of rights to the Foundation.
- Registration certificates for trademarks, copyrights, and designs.
- Agreements detailing the acquisition of any third-party rights related to the "HAGGII" brand.

Legal Protection and Enforcement

The intellectual property rights owned by The Haggis Wildlife Foundation are protected under the laws of Scotland and applicable international treaties, including but not limited to the Berne Convention for the Protection of Literary and Artistic Works, the Paris Convention for the Protection of Industrial Property, and the European Union Intellectual Property Office (EUIPO) frameworks. The Foundation retains the right to enforce its intellectual property rights through all legal avenues, including:

- Civil litigation for infringement, passing off, or unauthorized use.
- Administrative actions with trademark and copyright offices.
- Criminal prosecution for counterfeiting, fraud, or deliberate misuse.

Use and Licensing

The use, reproduction, distribution, or commercial exploitation of the "HAGGII" intellectual property by any third party is strictly prohibited unless explicitly authorized in writing by The Haggis Wildlife Foundation. All licensing agreements, where applicable, will be managed exclusively by the Foundation and are subject to stringent terms, including:

- Adherence to quality control measures to protect brand integrity.
- Compliance with brand guidelines and authorized usage limits.
- Financial arrangements, including royalty payments or licensing fees, as stipulated in individual agreements.

Clarification of Governance and Oversight

Fascia Holdings Limited retains ultimate authority and governance over all strategic and operational activities of The Haggis Wildlife Foundation. This governance framework ensures the unified management and

protection of the "HAGGII" brand. The Parent Company provides oversight to ensure:

- Strategic alignment of intellectual property activities with corporate goals.
- Legal compliance across all jurisdictions in which the intellectual property is utilized.
- Protection and enhancement of the goodwill and commercial value of the "HAGGII" brand.

NOW, THEREFORE, this declaration serves to affirm the ownership structure, intellectual property rights, and governance framework as outlined above. It establishes the foundation for all operational, commercial, and legal activities related to the "HAGGII" brand, ensuring clarity, legal standing, and enforceability in all jurisdictions, clarified in the remaining sections of this document.

WHEREAS:

(A) The Rights Holder, by operation of law and through original creation, assignment, and acquisition, is the sole and absolute owner of all right, title, interest, and goodwill in and to certain intellectual property assets, including without limitation all creative works, character properties, associated rights, commercial exploitation rights, and ancillary rights (collectively referred to as "HAGGII");

(B) The Rights Holder has, since January 1, 2023, continuously developed, utilized, commercialized, and exploited said intellectual property through various commercial channels and media, including but not limited to digital platforms, merchandise, and educational materials;

(C) The Rights Holder has traded and continues to trade under the name "HAGGIS WILDLIFE FOUNDATION" in connection with the aforementioned intellectual property, having established substantial market presence and consumer recognition under said trade name;

(D) The Rights Holder has made substantial investment of capital, resources, time, and creative endeavour in the development, enhancement, and promotion of the Protected IP (as hereinafter defined), such investment being evidenced by extensive documentation, financial records, and commercial agreements;

(E) Through continuous use, promotion, and quality control, the Rights Holder has developed and maintains substantial goodwill, market recognition, and commercial value in connection with the Protected IP in numerous territories worldwide;

(F) The Protected IP has acquired distinctive character through use and has become exclusively associated with the Rights Holder in the course of trade;

(G) The Rights Holder wishes to formally declare, document, and give notice of its comprehensive proprietary rights and to establish protective measures for the preservation and enhancement of the same;

(H) The Rights Holder, in furtherance of its commercial interests and for the protection of consumers, seeks to prevent unauthorized use, reproduction, or exploitation of the Protected IP; and

(I) This Declaration is intended to serve as conclusive evidence of ownership and rights in all jurisdictions worldwide, subject to applicable local laws and international treaties.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Rights Holder hereby solemnly declares, affirms, and gives notice as follows:

SECTION I. DEFINITIONS AND INTERPRETATION

1.01 Definitions

In this Declaration and its Schedules, unless the context expressly requires otherwise, the following terms and expressions shall have the meanings respectively assigned to them:

"Affiliate" shall mean and include any entity which, from time to time, (i) controls the Rights Holder, (ii) is controlled by the Rights Holder, or (iii) is under common control with the Rights Holder, where "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the voting securities or voting interest in such entity, or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise;

"Authorized User" shall mean and refer to any natural or legal person who has received express written authorization from the Rights Holder, executed by a duly authorized officer thereof, to use any element of the Protected IP subject to specific terms, conditions, and limitations as set forth in such authorization;

"Commercial Exploitation" shall mean and encompass any use, reproduction, distribution, performance, display, or transmission of the Protected IP, whether directly or indirectly, which is intended to or does result in financial gain, economic advantage, or other commercial benefit, including without limitation the manufacture, sale, licensing, or distribution of products or services incorporating or derived from the Protected IP;

"Confidential Information" shall mean and include all information, whether tangible or intangible, relating to the Protected IP that (i) is not generally known to the public, (ii) derives independent economic value from not being generally known, and (iii) is subject to reasonable efforts to maintain its secrecy, including without limitation trade secrets, know-how, development materials, technical information, business strategies, marketing plans, customer lists, financial data, and proprietary methodologies;

"Control" shall have the meaning ascribed to it in the definition of "Affiliate" above;

"Derivative Work" shall mean any work, in any medium whatsoever, which is based upon, incorporates, transforms, adapts, or modifies any element of the Protected IP, including without limitation translations, musical arrangements, dramatizations, fictionalization, motion picture versions, sound recordings, art reproductions, abridgments, condensations, or any other form in which the Protected IP may be recast, transformed, or adapted;

"Digital Rights" shall mean and encompass all rights, whether now known or hereinafter devised, relating to the use, reproduction, distribution, transmission, performance, display, or exploitation of the Protected IP in any digital, electronic, or online format, including without limitation websites, mobile applications, social media platforms, streaming services, and any other digital medium or technology;

"Effective Date" shall mean January 1, 2023, being the date from which the Rights Holder first commenced use of the Protected IP in commerce; "Intellectual Property Rights" shall mean and include all rights, interests, and protections available under applicable law, whether registered or unregistered, including without limitation (i) patents, patent applications, and patent rights, (ii) copyrights, copyright registrations and applications, and moral rights, (iii) trade marks, service marks, trade names, logos, trade dress, and registrations and applications for registration thereof, (iv) trade secrets, know-how, and confidential information, (v) design rights and registered designs, (vi) database rights and topography rights, (vii) publicity and privacy rights, (viii) all rights in the nature of any of the foregoing, and (ix) all rights to sue for past, present, and future infringement, misappropriation, or violation of any of the foregoing;

"Licensed Territory" shall mean such geographic territory or territories as may be specifically designated in writing by the Rights Holder, through a duly executed licence agreement or other written instrument, for authorised use of the Protected IP by an Authorised User;

"Protected IP" shall mean and encompass all intellectual property rights, materials, content, and subject matter described in Section II of this Declaration, including any and all additions, modifications, improvements, or enhancements thereto made from time to time;

"Revenue" shall mean and include all consideration, income, receipts, monies, and proceeds of any nature whatsoever, whether in cash or in kind, arising from or relating to the exploitation of the Protected IP, including without limitation licence fees, royalties, sales proceeds, rental income, advertising revenue, merchandising income, and any other form of monetary or non-monetary consideration;

"Term" shall mean the full duration of protection afforded to each element of the Protected IP under applicable law in each relevant jurisdiction, including any extensions, renewals, or revivals thereof;

"Territory" shall mean worldwide, encompassing all countries, territories, jurisdictions, and geographical areas, whether now existing or created in the future, including without limitation all member states of international intellectual property conventions and treaties;

"Third Party" shall mean any natural or legal person, entity, organisation, or governmental body other than (i) the Rights Holder, (ii) its Affiliates, or (iii) its Authorised Users operating within the scope of their authorisation.

1.02 Rules of Construction and Interpretation

In this Declaration, save where the context expressly requires otherwise, the following rules of construction and interpretation shall apply:

(a) References to any Section, subsection, clause, Schedule, or other portion hereof shall be construed as references to the Sections, subsections, clauses, Schedules, or other portions of this Declaration, and references to this Declaration shall include all Schedules hereto;

(b) The inclusion of headings and titles is for convenience of reference only and shall not affect the construction or interpretation of any provision hereof;

(c) Words denoting the singular shall include the plural and vice versa; words denoting any gender shall include all genders; and words denoting persons shall include natural persons, partnerships, limited liability

partnerships, bodies corporate, unincorporated associations, trusts, governmental authorities, and all other entities or associations, whether or not having separate legal personality;

(d) The words "hereof," "herein," "hereunder," and similar expressions refer to this Declaration as a whole and not to any particular Section, subsection, clause, or other portion hereof;

(e) The words "include," "includes," "including," "in particular," and similar expressions shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words, and the word "include" and its derivatives shall be deemed to be followed by the phrase "without limitation";

(f) References to any statute, statutory provision, regulation, rule, ordinance, or other legal instrument include: (i) any such instrument as amended, modified, consolidated, re-enacted, or replaced, whether before or after the date of this Declaration; (ii) any such instrument as extended or applied by or under any other instrument, whether before or after the date of this Declaration; (iii) any orders, regulations, instruments, or other subordinate legislation made under such instrument; and (iv) any statutory instruments issued or having effect as if issued under such instrument;

(g) Any obligation in this Declaration on a person not to do something includes an obligation not to agree, allow, permit, or acquiesce in that thing being done;

(h) References to writing shall include any mode of reproducing words in a legible and non-transitory form;

(i) References to any document, instrument, or agreement shall be construed as references to such document, instrument, or agreement as the same may be amended, supplemented, novated, or otherwise modified from time to time;

(j) A reference to time of day is a reference to Edinburgh, Scotland time.

SECTION II. PROTECTED INTELLECTUAL PROPERTY

2.01 Proprietary Rights Declaration

The Rights Holder hereby expressly declares, affirms, and gives notice of its sole and exclusive ownership of, and all rights, title, and interest in and to, the following protected intellectual property assets (collectively, the "Protected Character Portfolio"):

2.02 Taxonomic Classifications and Nomenclature

The Rights Holder has created, developed, and documented a comprehensive taxonomy of fictional creatures, each possessing unique characteristics, attributes, and regional associations. The Rights Holder hereby claims exclusive ownership of the following species and subspecies:

(a) Regional Species Taxonomy of the HAGGII:

(i) Haggi peninsulensis coastus (region of origin: Argyll and Bute) (ii) Haggi urbanus (regions of origin: Edinburgh and Glasgow conurbations) (iii) Haggi fertileterra shroomus (region of origin: Kingdom of Fife) (iv) Haggi maritimus coldus (region of origin: Western Isles/Outer Hebrides) (v) Haggi selkirkensis (region of origin: Scottish Borders) (vi) Haggi silvicola facti sunt invisibilia (region of origin: Grampian) (vii) Haggi

insularensis aquam puteum (region of origin: Orkney & Shetland Islands) (viii) Haggi Planitia farmus gramina (region of origin: Scottish Lowlands) (ix) Haggi montanensis lostusmontibus excelsis (region of origin: Scottish Highlands)

(b) Forest-Dwelling Subspecies Classification:

(i) Haggi sylvaticus communis (common name: Woodland haggis) (ii) Haggi sylvaticus nebulosis (common name: Misty forest haggis) (iii) Haggi sylvaticus exterioris (common name: Outer forest haggis) (iv) Haggi sylvaticus medius (common name: Middle forest haggis) (v) Haggi sylvaticus profundus (common name: Deep forest haggis) (vi) Haggi sylvaticus antiquus (common name: Ancient forest haggis) (vii) Haggi sylvaticus schemius (common name: Outer Forest Schemie Haggis)

(c) Mountain and Moorland Species Classification:

(i) Haggi vallensis (common name: Glen haggis) (ii) Haggi ericaeus (common name: Moorland haggis) (iii) Haggi montanus (common name: Highland haggis) (iv) Haggi cairngormensis (common name: Cairngorm haggis) (v) Haggi nevensis (common name: Ben Nevis haggis) (vi) Haggi munroensis (common name: Munro haggis)

(d) Habitat-Specific Subspecies Classification:

(i) Haggi riparius (common name: Riverbank haggis) (ii) Haggi lacustris (common name: Lochside haggis) (iii) Haggi litoralis (common name: Coastal haggis)

a) Regional Species Taxonomy of the HAGGII (Alternative Regions):

1. **Haggi lochlevenis salix**
 - Region of origin: **Loch Leven and Kinrossshire**
2. **Haggi caledoniensis urbs**
 - Region of origin: **Inverness and Caledonian Canal region**
3. **Haggi fertileterra morycus**
 - Region of origin: **Moray and Speyside**
4. **Haggi insularensis borealis**
 - Region of origin: **Isle of Skye and Inner Hebrides**
5. **Haggi taysidensis clivis**
 - Region of origin: **Tayside and Perthshire**
6. **Haggi strathcluthensis silvestris**
 - Region of origin: **Strathclyde Forests and Lowland Hills**
7. **Haggi insularis farventi**
 - Region of origin: **Faroe and Atlantic Seaways**
8. **Haggi drumalbanensis planitia**
 - Region of origin: **Breadalbane and Drummond Hills**
9. **Haggi pentlandensis arcanus**
 - Region of origin: **Pentland Hills and Lothian Ridge**

(b) Forest-Dwelling Subspecies Classification (Alternative Names and New Regions):

1. **Haggi nemoralis frondis**
 - Common name: Greenleaf forest haggis
 - Region of origin: **Balloch and Loch Lomond**
 2. **Haggi nemoralis caliginis**
 - Common name: Foggy glade haggis
 - Region of origin: **The Trossachs**
 3. **Haggi nemoralis limes**
 - Common name: Forest threshold haggis
 - Region of origin: **Abernethy Woods**
 4. **Haggi nemoralis umbris**
 - Common name: Shadow-dwelling haggis
 - Region of origin: **Galloway Forest Park**
 5. **Haggi nemoralis profunditas**
 - Common name: Hidden glen haggis
 - Region of origin: **Glen Affric**
 6. **Haggi nemoralis vetustis**
 - Common name: Old-growth forest haggis
 - Region of origin: **Rothiemurchus Pinewoods**
 7. **Haggi nemoralis ferox**
 - Common name: Wildwood hunter haggis
 - Region of origin: **Knoydart Forest**
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(c) Mountain and Moorland Species Classification (New Regions):

1. **Haggi strathmorensis altis**
 - Common name: Strathmore haggis
 - Region of origin: **Angus Glens and Strathmore**
 2. **Haggi drumochterensis gelidus**
 - Common name: Frosted Drumochter haggis
 - Region of origin: **Drumochter Pass**
 3. **Haggi moorlandis orcadis**
 - Common name: Orcadian moorland haggis
 - Region of origin: **Rousay Moor and Hobbister Hill**
 4. **Haggi monticulus arbustis**
 - Common name: Scrubland ridge haggis
 - Region of origin: **Muir of Dinnet**
 5. **Haggi grampiensis excelsior**
 - Common name: Grampian peak haggis
 - Region of origin: **Ben Macdui and Cairn Toul**
 6. **Haggi corrievicensis altitudo**
 - Common name: Corrie ridge haggis
 - Region of origin: **Coire Leis and Glen Nevis**
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(d) Habitat-Specific Subspecies Classification (New Habitat Types):

1. **Haggi palustris fontanus**
 - Common name: Marshland haggis

- Region of origin: **Flow Country, Caithness**
- 2. **Haggi marinus fucosus**
 - Common name: Kelp forest haggis
 - Region of origin: **Sea lochs of Wester Ross**
- 3. **Haggi saxicolus cavernus**
 - Common name: Cave-dwelling haggis
 - Region of origin: **Smoo Cave and Durness Highlands**

2.03 Essential and Distinctive Elements

The Rights Holder hereby specifically declares and claims protection for the following essential and distinctive elements of the Protected Character Portfolio, each element being fundamental to the creative, commercial, and artistic value of the intellectual property:

(a) Distinctive Physical Characteristics and Anatomical Configuration:

The Rights Holder claims exclusive rights in the unique anatomical and physical characteristics of all HAGGII creatures, specifically including:

- (i) The proprietary three-legged anatomical configuration, which constitutes a primary identifying feature and point of distinction;
- (ii) The distinctive asymmetrical leg length variation, manifesting in both left-leg dominant and right-leg dominant variants, which enables specialized mountain navigation;
- (iii) The characteristic round body shape and proportions;
- (iv) The distinctive furry exterior with specific textural qualities;
- (v) The unique facial features and expressions;
- (vi) The proprietary coloration patterns and markings;
- (vii) The specific proportional relationships between body parts that create the distinctive HAGGII appearance;
- (viii) The immediately recognizable characteristic silhouette that has become synonymous with the HAGGII brand.

(b) Behavioural Traits and Characteristics:

The Rights Holder claims exclusive rights in the distinctive behavioural patterns and characteristics of all HAGGII creatures, specifically including:

- (i) The unique mountain navigation patterns that exploit the asymmetrical leg configuration;
- (ii) The specific mating behaviours and courtship rituals, particularly those related to directional compatibility;
- (iii) The distinctive territorial behaviours and habitat preferences;
- (iv) The specialized feeding habits and foraging patterns;
- (v) The complex social interactions and hierarchical structures;
- (vi) The seasonal activities and adaptations;
- (vii) The distinctive migration patterns and movement characteristics;
- (viii) The specific habitat preferences and environmental adaptations that define each species and subspecies.

2.04 Protected Creative Works and Expressions

The Rights Holder claims exclusive rights in all creative works and artistic expressions featuring or relating to HAGGII creatures, including:

(a) Visual Works and Artistic Expressions:

All visual representations and artistic renderings of HAGGII creatures, including but not limited to:

- (i) Original character designs and conceptual artwork;
- (ii) Detailed illustrations and drawings;
- (iii) Animated works and motion studies;
- (iv) Graphic designs and stylized representations;
- (v) Photographic works and images;
- (vi) Digital renderings and computer-generated imagery;

(vii) Cinematographic works and motion pictures; (viii) Visual effects and special effects; (ix) All other visual manifestations of the Protected IP.

(b) Literary Works and Textual Content:

All written and literary works relating to HAGGII creatures, including but not limited to:

(i) Comprehensive character descriptions and profiles; (ii) Original stories and narratives; (iii) Creative fiction and non-fiction works; (iv) Scripts and screenplays; (v) Educational and instructional materials; (vi) Marketing materials and promotional copy; (vii) Website content and digital text; (viii) Social media content and posts; (ix) All other written manifestations of the Protected IP.

(c) Audio Works and Sound Elements:

All audio and sound-related works associated with HAGGII creatures, including but not limited to:

(i) Distinctive sound effects and acoustic signatures; (ii) Original musical compositions and soundtracks; (iii) Voice characterizations and vocal performances; (iv) Audio productions and recordings; (v) Sound design elements; (vi) All other auditory manifestations of the Protected IP.

2.05 Trade Identity Protection

(a) Word Marks:

The Rights Holder claims exclusive rights in and to:

(i) The mark "HAGGII"; (ii) All character names as set forth in Section 2.02; (iii) All associated slogans and taglines; (iv) All derivative forms of the aforementioned marks.

(b) Design Marks:

The Rights Holder claims exclusive rights in and to:

(i) All logos incorporating or representing HAGGII characters; (ii) All symbolic representations of HAGGII characters; (iii) All character depictions in any medium; (iv) All distinctive visual elements associated with the Protected IP; (v) All composite marks incorporating any of the foregoing elements.

(c) Trade Dress:

The Rights Holder claims exclusive rights in and to:

(i) The distinctive appearance and visual presentation of HAGGII characters; (ii) All product packaging incorporating HAGGII characters or related elements; (iii) All marketing materials featuring HAGGII characters or related elements; (iv) The distinctive design and appearance of any website featuring HAGGII characters; (v) All promotional materials incorporating HAGGII characters or related elements.

2.06 Protection of Distinctive Features and Characteristics

WHEREAS the Rights Holder has created unique and distinctive features that are fundamental to the Protected IP, the following elements are hereby declared as requiring maximum available legal protection under all applicable laws, statutes and regulations within the United Kingdom and all other jurisdictions worldwide:

(a) The proprietary three-legged anatomical configuration, which serves as the primary and distinctive identifying feature of all HAGGII characters and constitutes a unique creative element that has acquired substantial recognition and goodwill in the course of trade;

(b) The distinctive asymmetrical leg length variation, manifesting in both left-leg dominant and right-leg dominant variants, which comprises a

fundamental and essential aspect of the character design, and which has been consistently depicted and described in all authorised manifestations of the Protected IP;

(c) The precise proportions, dimensions and spatial relationships between physical features that, in combination, create the distinctive and immediately recognisable HAGGII appearance, including without limitation the specific ratios between leg lengths, body circumference and overall height;

(d) The characteristic behavioural patterns and movements that arise from and are inextricably linked to the aforementioned anatomical configuration, including without limitation the distinctive gait, climbing methodology and navigational techniques that have become synonymous with HAGGII characters;

(e) The unique and distinctive interactions between different variants of HAGGII characters, particularly those arising from the complementary and opposing leg-length configurations, which create specific and recognisable patterns of movement and social behaviour that are fundamental to the creative work as a whole;

(f) The entirety of the foregoing features, both individually and in combination, as they appear in any and all authorised manifestations of the Protected IP, whether existing now or created hereafter.

2.07 Recognition of Value

The Rights Holder hereby affirms that the distinctive features enumerated above constitute valuable intellectual property assets that have acquired substantial goodwill and recognition through consistent use and promotion in the course of trade within the United Kingdom and internationally.

SECTION III. SCOPE OF RIGHTS AND TERRITORIAL EXTENT

3.01 Territorial Application

The rights, protections, and privileges declared herein shall extend to and be enforceable in all territories worldwide, including without limitation:

(a) All sovereign nations, states, and independent territories, whether currently existing or established hereafter;

(b) All dependent territories, overseas territories, special administrative regions, autonomous regions, and other non-sovereign territories;

(c) All special administrative regions, free trade zones, and special economic zones;

(d) All territorial waters, exclusive economic zones, and continental shelf regions as defined under international maritime law;

(e) All airspace above the aforementioned territories to the extent recognised under international law;

(f) All digital and virtual spaces, including without limitation: (i) The internet and world wide web; (ii) All virtual worlds and digital environments; (iii) All social media platforms; (iv) All digital gaming environments; (v) All augmented and virtual reality spaces; (vi) All metaverse environments; (vii) All other digital spaces whether now known or hereinafter created;

(g) All territories, jurisdictions, or spaces that may come into existence through: (i) Political or governmental reorganisation; (ii) International treaty or agreement; (iii) Technological advancement; (iv) Expansion of human activity into new domains.

3.02 Nature and Scope of Rights

The Rights Holder hereby claims all available legal rights, remedies, and protections, including without limitation:

(a) Copyright and Related Rights: (i) The exclusive right to reproduce the Protected IP in any form or medium, whether now known or later developed; (ii) The exclusive right to distribute copies of the Protected IP through sale, rental, lease, lending, or other transfer of ownership; (iii) The exclusive right to perform the Protected IP publicly, including by means of digital transmission; (iv) The exclusive right to display the Protected IP publicly; (v) The exclusive right to create, authorise, or prohibit adaptations, translations, and derivative works; (vi) The exclusive right to translate the Protected IP into any and all languages; (vii) All moral rights, including the rights of attribution and integrity; (viii) All digital transmission and communication rights.

(b) Trademark Rights: (i) The exclusive right to use the Protected IP in commerce; (ii) The exclusive right to license the Protected IP to third parties; (iii) The exclusive right to assign or transfer the Protected IP; (iv) The right to protect against infringement, including counterfeiting and unauthorised use; (v) The right to protect against dilution of the distinctive quality of the Protected IP; (vi) The right to protect against tarnishment or degradation of the Protected IP's reputation.

(c) Trade Dress Rights: (i) Protection of the visual appearance and overall impression of the Protected IP; (ii) Protection of product configuration and design; (iii) Protection of packaging design and presentation; (iv) Protection of the overall commercial impression created by the Protected IP.

(d) Design Rights: (i) Protection of all industrial designs incorporating the Protected IP; (ii) Protection of all character designs and artistic representations; (iii) Protection of all artistic works incorporating the Protected IP; (iv) Protection of all applied art and decorative elements.

3.03 Reservation of Additional Rights

The Rights Holder further declares and reserves:

(a) All rights of development, expansion, and enhancement of the Protected IP;

(b) All rights to register and maintain registrations for any aspect of the Protected IP in any jurisdiction;

(c) All rights to commercialise and monetise the Protected IP through any means now known or hereinafter devised;

(d) All rights to enforce and protect the Protected IP through any legal or equitable means available.

3.04 Technological Evolution

The rights claimed herein shall automatically extend to and encompass:

(a) All new or emerging technologies;

(b) All new or emerging methods of reproduction, distribution, or exploitation;

(c) All new or emerging platforms or media;

(d) All new or emerging forms of commercial exploitation.

SECTION IV. PROHIBITED ACTIONS AND UNAUTHORISED USE

4.01 General Prohibitions

The following actions are strictly prohibited and shall constitute infringement of the Rights Holder's intellectual property rights if

undertaken without express written authorisation from the Rights Holder:

(a) Reproduction: (i) Any copying, whether in whole or in part, of any element of the Protected IP; (ii) Any duplication through any means, whether physical, digital, or otherwise; (iii) Any recreation or reconstruction of any element of the Protected IP; (iv) Any simulation or imitation of any element of the Protected IP.

(b) Modification: (i) Any alteration or amendment of any element of the Protected IP; (ii) Any adaptation or transformation of any element of the Protected IP; (iii) Any translation or localisation of any element of the Protected IP; (iv) Any creation of derivative works based upon any element of the Protected IP.

(c) Distribution: (i) Any sale, whether wholesale, retail, or otherwise; (ii) Any licensing or sublicensing; (iii) Any transfer, assignment, or conveyance; (iv) Any public distribution or dissemination through any channel or medium.

(d) Display: (i) Any public exhibition or display; (ii) Any broadcast or transmission; (iii) Any streaming or digital transmission; (iv) Any public performance or presentation.

4.02 Specific Prohibitions

Without limiting the generality of Section 4.01, and for the avoidance of doubt, the following specific actions are expressly prohibited without the prior written authorisation of the Rights Holder:

(a) Use of the distinctive three-legged character design in any form or medium;

(b) Use or incorporation of the asymmetrical leg length concept;

(c) Creation of any characters or designs that are similar to or derivative of the Protected IP;

(d) Use of any element of the Protected IP in educational materials or curricula;

(e) Use of any element of the Protected IP in any digital media, including websites, applications, or games;

(f) Creation, manufacture, or distribution of any merchandise incorporating any element of the Protected IP;

(g) Use of any element of the Protected IP in advertising or marketing materials;

(h) Use of any element of the Protected IP in promotional activities or campaigns;

(i) Any use suggesting or implying association with, endorsement by, or sponsorship by the Rights Holder;

(j) Any use that may cause confusion, deception, or mistake as to the source, origin, or authenticity of goods or services;

(k) Any use that may dilute, tarnish, or otherwise diminish the distinctive quality of the Protected IP;

(l) Any registration or attempt to register any element of the Protected IP as a trademark, domain name, or other form of intellectual property.

SECTION V. ENFORCEMENT RIGHTS AND REMEDIAL MEASURES

5.01 General Enforcement Rights

The Rights Holder hereby reserves and shall be entitled to exercise all available enforcement rights and remedial measures, whether at law or in equity, including without limitation:

(a) Legal Proceedings:

The right to initiate and pursue civil litigation in any court of competent jurisdiction, including actions for infringement, actions for passing off, actions for breach of contract, actions for breach of confidence, and applications for interim and final injunctive relief;

The right to pursue criminal prosecution where available under applicable law, including counterfeiting offences, trade mark offences, copyright offences, and fraud and deception offences;

The right to initiate and participate in administrative proceedings, including trade mark opposition proceedings, cancellation proceedings, revocation proceedings, appeals and reviews;

The right to pursue alternative dispute resolution, including mediation, arbitration, expert determination, and domain name dispute resolution.

(b) Border Control Measures:

The right to request and obtain customs seizures of infringing goods;

The right to impose and enforce import restrictions, including recording rights with customs authorities, requesting detention of suspected infringing goods, and obtaining destruction of infringing goods;

The right to impose and enforce export restrictions, including prevention of export of infringing goods, seizure of infringing goods intended for export, and destruction of infringing goods intended for export;

The right to impose and enforce transit restrictions, including prevention of transshipment of infringing goods, detention of goods in transit, and examination of suspected infringing goods.

(c) Digital Enforcement:

The right to pursue domain name disputes, including UDRP proceedings, country code domain disputes, domain name seizures, and transfer of infringing domains;

The right to pursue social media enforcement, including account suspensions, content removal, and impersonation prevention;

The right to pursue online marketplace enforcement, including listing removals, seller account termination, and prevention of infringing sales;

The right to pursue search engine de-indexing of infringing content and websites.

5.02 Available Remedies and Relief

The Rights Holder shall be entitled to seek and obtain any and all available remedies under applicable law, including without limitation:

(a) Monetary Relief:

The right to recover actual damages suffered as a result of any infringement or unauthorised use;

The right to claim statutory damages as prescribed by applicable law;

The right to seek punitive or exemplary damages in cases of willful infringement;

The right to demand complete disgorgement of all profits derived from any infringing activity.

(b) Equitable Relief:

The right to obtain temporary restraining orders to prevent immediate and irreparable harm;

The right to secure preliminary injunctions during the pendency of proceedings;

The right to obtain permanent injunctions against continued or future infringement;

The right to compel specific performance of contractual obligations related to the Protected IP.

(c) Additional Remedies:

The right to obtain orders for the seizure of all infringing materials, including products, packaging, promotional materials, and manufacturing equipment;

The right to secure orders for the destruction of all infringing materials and means of production;

The right to require corrective advertising to remedy consumer confusion or deception;

The right to demand public apology and retraction by any infringer.

SECTION VI. LICENSING AND AUTHORISED USE

6.01 Licensing Authority and Control

The exclusive authority to grant licences, permissions, and authorisations relating to any aspect of the Protected IP is vested solely and exclusively in the Rights Holder. All enquiries regarding licensing or authorised use must be directed in writing to:

Fascia Holdings Limited 7 Heatherlie Park Selkirk Scotland

6.02 Mandatory Licensing Requirements

Any licence or authorisation for use of any element of the Protected IP shall be valid only if it satisfies all of the following mandatory requirements:

(a) The licence must be in writing and executed as a deed;

(b) The licence must be signed by a duly authorised representative of the Rights Holder, whose authority shall be evidenced by appropriate board resolution or power of attorney;

(c) The licence must specify with precision the exact scope, nature, and limitations of the usage rights being granted, including all applicable territorial and temporal restrictions;

(d) The licence must contain comprehensive quality control provisions to ensure maintenance of the Rights Holder's standards, including but not limited to: - Approval procedures for all proposed uses - Quality control standards and specifications - Regular quality assurance inspections - Rights of audit and inspection

(e) The licence must include appropriate financial terms, including: - Licence fees and royalty rates - Payment terms and conditions - Accounting and audit provisions - Financial reporting requirements

(f) The licence must contain monitoring and reporting obligations, including: - Regular usage reports - Sales and revenue reports - Marketing and promotional activities reports - Compliance certification requirements

SECTION VII. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

7.01 Governing Law

This Declaration, including all rights, obligations, and remedies arising herefrom, shall be governed by, interpreted, and construed in accordance with the laws of Scotland, without giving effect to any principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

For the avoidance of doubt, the following shall be governed by Scottish law:

- (a) The interpretation of all terms, conditions, and provisions of this Declaration;
- (b) The validity, enforceability, and effect of the rights claimed herein;
- (c) The scope and extent of the Rights Holder's intellectual property rights;
- (d) All matters relating to the creation, subsistence, and ownership of the Protected IP;
- (e) All licensing and authorisation arrangements relating to the Protected IP;
- (f) All enforcement actions and remedial measures within the jurisdiction;
- (g) The assessment of damages and other remedies;
- (h) All procedural matters relating to the enforcement of rights claimed herein.

7.02 Jurisdiction and Forum Selection

(a) Primary Jurisdiction

The Court of Session in Edinburgh, Scotland shall have exclusive primary jurisdiction over:

- (i) All disputes, claims, and matters arising from or relating to this Declaration;
- (ii) All actions for enforcement of the rights claimed herein;
- (iii) All proceedings relating to the validity or subsistence of the Protected IP;
- (iv) All claims for infringement occurring within the United Kingdom;
- (v) All applications for interim or permanent injunctive relief;
- (vi) All claims for damages or other remedies under Scottish law.

(b) Subsidiary Jurisdiction

The Sheriff Courts of Scotland shall have jurisdiction, subordinate to the Court of Session, over:

- (i) Local proceedings within their respective jurisdictions;
- (ii) Enforcement of Court of Session orders;
- (iii) Interim protective measures;
- (iv) Evidence preservation orders.

7.03 International Enforcement

(a) Recognition and Enforcement

The Rights Holder may seek recognition and enforcement of Scottish court judgments in other jurisdictions through:

- (i) Applicable international treaties and conventions;
- (ii) Bilateral enforcement agreements;
- (iii) Regional enforcement frameworks;
- (iv) Local enforcement procedures.

(b) Parallel Proceedings

Nothing in this Declaration shall prevent the Rights Holder from:

- (i) Initiating parallel proceedings in other jurisdictions where necessary for effective enforcement;
- (ii) Seeking interim relief from courts of other jurisdictions;
- (iii) Pursuing enforcement through local intellectual property offices;
- (iv) Engaging in multi-jurisdictional litigation where appropriate.

7.04 Alternative Dispute Resolution

(a) Mediation

Prior to commencing litigation, parties may agree to mediation:

- (i) Under the auspices of the Scottish Mediation Network;
- (ii) Through any other mediator acceptable to all parties;
- (iii) In accordance with agreed mediation procedures.

(b) Arbitration

Where agreed by all parties, disputes may be referred to arbitration:

- (i) Under the Scottish Arbitration Rules; (ii) Seated in Edinburgh, Scotland; (iii) In the English language; (iv) Before a sole arbitrator or tribunal of three arbitrators; (v) With all arbitrators being qualified in Scottish law.

7.05 Jurisdictional Remedies

The Courts of Scotland shall have the power to grant:

- (a) Pan-European injunctive relief where appropriate;
- (b) Worldwide freezing orders and asset preservation orders;
- (c) Orders for disclosure of information held outside Scotland;
- (d) Anti-suit injunctions to prevent parallel proceedings;
- (e) Orders for enforcement of foreign judgments and arbitral awards.

7.06 Severability of Jurisdictional Provisions

If any provision of this Section VII is found to be unenforceable in any jurisdiction:

- (a) Such finding shall not affect the enforceability of other provisions;
- (b) The provision shall be enforced to the maximum extent permitted;
- (c) A suitable alternative provision achieving the same objective shall be deemed substituted.

SECTION VIII. RESERVATION OF RIGHTS AND IMPLIED RIGHTS**8.01 Reservation of All Rights**

The Rights Holder expressly reserves:

- (a) All rights, whether known or unknown, whether currently existing or arising in the future;
- (b) All rights not expressly addressed or enumerated in this Declaration;
- (c) All rights that may arise through: (i) Changes in law or regulation; (ii) Technological advancement; (iii) Evolution of markets and commercial practices; (iv) Development of new media and platforms; (v) Creation of new methods of exploitation.

8.02 No Waiver

(a) Nothing in this Declaration shall be construed as: (i) A waiver of any rights, at law or in equity; (ii) A limitation on the Rights Holder's ability to enforce its rights; (iii) An admission regarding the scope or validity of any third-party rights; (iv) A limitation on remedies otherwise available to the Rights Holder.

(b) Any failure or delay by the Rights Holder in exercising any right shall not: (i) Operate as a waiver of such right; (ii) Preclude future exercise of such right; (iii) Preclude exercise of any other right; (iv) Affect the validity of this Declaration.

SECTION IX. SEVERABILITY AND SURVIVAL**9.01 Severability**

(a) If any provision of this Declaration is held to be invalid, illegal, or unenforceable: (i) Such provision shall be severed from this Declaration; (ii) The validity, legality, and enforceability of the remaining provisions shall not be affected; (iii) The provision shall be replaced with a valid provision that most closely achieves the intended purpose; (iv) The Declaration shall be construed as if such invalid provision had never been contained herein.

(b) The invalidity or unenforceability of any provision in one jurisdiction shall not affect: (i) The validity or enforceability of such provision in any

other jurisdiction; (ii) The validity or enforceability of any other provision in any jurisdiction; (iii) The overall intent and purpose of this Declaration.

SECTION X. ENTIRE AGREEMENT AND INTEGRATION

10.01 Complete Integration

(a) This Declaration constitutes: (i) The complete and exclusive statement of the Rights Holder's rights; (ii) The entire understanding regarding the Protected IP; (iii) The complete integration of all prior discussions and agreements; (iv) The full and final expression of the Rights Holder's claims.

(b) This Declaration supersedes: (i) All prior declarations regarding the Protected IP; (ii) All prior statements of rights; (iii) All prior understandings or agreements; (iv) All prior representations regarding the Protected IP.

SECTION XI. ASSIGNMENT AND TRANSFER RESTRICTIONS

11.01 Restrictions on Assignment and Transfer

(a) The rights declared herein are personal to the Rights Holder and may not be assigned, transferred, licensed, sublicensed, or otherwise conveyed, in whole or in part, without strict adherence to the provisions of this Section XI.

(b) Any purported assignment or transfer in violation of this Section XI shall be void ab initio and of no legal effect.

11.02 Permitted Assignments

The Rights Holder may assign or transfer any or all rights declared herein only:

- (a) To a wholly-owned subsidiary or affiliate of the Rights Holder;
- (b) As part of a merger, consolidation, or sale of substantially all assets of the Rights Holder;
- (c) To a successor entity that expressly assumes all obligations hereunder in writing;
- (d) With the express written consent of the board of directors of the Rights Holder.

11.03 Requirements for Valid Transfer

Any assignment or transfer must satisfy the following conditions:

- (a) Be executed in writing as a formal deed;
- (b) Be recorded in the appropriate intellectual property registries;
- (c) Include express assumption of all obligations by the assignee;
- (d) Maintain the integrity and unity of the Protected IP;
- (e) Preserve all quality control standards and brand protection measures;
- (f) Ensure continuous chain of title documentation.

11.04 Chain of Title

The Rights Holder shall maintain complete chain of title documentation including:

- (a) All original creation records;
- (b) All assignments and transfers;
- (c) All licenses and authorisations;
- (d) All registration certificates;
- (e) All documents evidencing ownership and control.

SECTION XII. QUALITY CONTROL AND BRAND STANDARDS

12.01 Establishment of Standards

The Rights Holder hereby establishes mandatory quality control standards and brand protection requirements applicable to all uses of the Protected IP:

- (a) Design Standards: (i) Anatomical accuracy of all HAGGII characters (ii) Proportional relationships between features (iii) Colour specifications and palettes (iv) Textural requirements (v) Movement and animation parameters
- (b) Production Standards: (i) Material quality requirements (ii) Manufacturing specifications (iii) Safety standards (iv) Durability requirements (v) Environmental compliance
- (c) Brand Presentation Standards: (i) Logo usage requirements (ii) Typography specifications (iii) Layout guidelines (iv) Packaging requirements (v) Marketing material standards

12.02 Quality Assurance Procedures

All uses of the Protected IP shall be subject to:

- (a) Mandatory pre-approval processes for all proposed uses;
- (b) Regular quality control inspections;
- (c) Compliance audits at the Rights Holder's discretion;
- (d) Product testing and safety certification;
- (e) Documentation and record-keeping requirements.

12.03 Brand Protection Measures

The Rights Holder shall maintain and enforce:

- (a) Comprehensive brand guidelines;
- (b) Style guides for all approved uses;
- (c) Technical specifications for all applications;
- (d) Authentication protocols;
- (e) Anti-counterfeiting measures.

12.04 Compliance Requirements

All Authorised Users must:

- (a) Adhere strictly to all quality standards;
- (b) Submit samples for approval;
- (c) Maintain quality control records;
- (d) Permit inspections and audits;
- (e) Implement corrective measures as directed.

SECTION XIII. CONFIDENTIALITY AND TRADE SECRETS

13.01 Protected Confidential Information

The following shall constitute confidential and trade secret information requiring stringent protection:

- (a) Development Materials: (i) Character development documents (ii) Design specifications and drawings (iii) Production methodologies (iv) Technical specifications (v) Research and development materials
- (b) Business Information: (i) Marketing strategies (ii) Business plans (iii) Financial projections (iv) Customer data (v) Pricing structures
- (c) Technical Information: (i) Manufacturing processes (ii) Production techniques (iii) Quality control procedures (iv) Software and digital assets (v) Authentication methods

13.02 Protection Measures

The Rights Holder shall implement and maintain:

- (a) Physical security measures;
- (b) Digital security protocols;

- (c) Access control systems;
- (d) Information classification procedures;
- (e) Document tracking systems.

13.03 Non-Disclosure Obligations

All parties granted access to confidential information shall:

- (a) Maintain strict confidentiality;
- (b) Use information solely for authorized purposes;
- (c) Implement adequate security measures;
- (d) Report any unauthorized disclosure;
- (e) Return or destroy materials upon request.

13.04 Survival of Obligations

Confidentiality obligations shall:

- (a) Survive termination of any agreement;
- (b) Continue indefinitely for trade secrets;
- (c) Bind successors and assigns;
- (d) Be enforceable by injunctive relief.

SECTION XIV. TERM AND TERMINATION

14.01 Duration of Rights

- (a) Perpetual Duration: (i) The rights declared herein shall continue in perpetuity (ii) Subject only to applicable statutory limitations (iii) Renewable where required by law (iv) Extended automatically to maximum duration permitted
- (b) Registration Periods: (i) All registrations to be maintained indefinitely (ii) Renewals to be filed in timely manner (iii) Claims to be updated as required (iv) New registrations filed as appropriate

14.02 Termination Events

Rights granted to Authorized Users may be terminated upon:

- (a) Material breach of any obligation;
- (b) Quality control failures;
- (c) Unauthorized use or disclosure;
- (d) Bankruptcy or insolvency;
- (e) Challenge to Rights Holder's ownership;
- (f) Assignment without consent.

14.03 Post-Termination Obligations

Upon any termination, affected parties shall:

- (a) Cease all use of Protected IP;
- (b) Return all materials and documentation;
- (c) Destroy all copies and derivatives;
- (d) Provide written certification of compliance;
- (e) Remove all references to Protected IP;
- (f) Transfer any registered rights back to Rights Holder.

14.04 Wind-Down Provisions

The Rights Holder may, at its sole discretion, permit:

- (a) Limited sell-off periods for existing inventory;
- (b) Transitional use periods;
- (c) Phased withdrawal of products;
- (d) Customer notification periods.

SECTION XV. INDEMNIFICATION AND LIABILITY

15.01 Indemnification Obligations

(a) Authorised Users shall indemnify, defend, and hold harmless the Rights Holder against: (i) All claims arising from their use of Protected IP (ii) Quality control failures (iii) Product liability claims (iv) Intellectual property infringement claims (v) Regulatory compliance failures (vi) Breach of any obligation herein

(b) Indemnification shall include: (i) All damages and losses (ii) Legal costs and expenses (iii) Settlement payments (iv) Enforcement costs (v) Remedial measures (vi) Reputation management costs

15.02 Insurance Requirements

All Authorised Users must maintain:

- (a) Commercial general liability insurance;
- (b) Product liability insurance;
- (c) Intellectual property infringement insurance;
- (d) Professional indemnity insurance;
- (e) Any other insurance required by the Rights Holder.

15.03 Limitation of Liability

(a) Nothing herein shall limit liability for: (i) Death or personal injury (ii) Fraud or fraudulent misrepresentation (iii) Willful misconduct (iv) Gross negligence (v) Statutory obligations

(b) Maximum liability caps shall be established in individual agreements.

15.04 Risk Allocation

(a) Authorised Users assume all risks associated with: (i) Product development (ii) Manufacturing (iii) Distribution (iv) Marketing (v) Commercial exploitation

(b) The Rights Holder reserves the right to require: (i) Additional security (ii) Performance bonds (iii) Parent company guarantees (iv) Personal guarantees

SECTION XVI. DATA PROTECTION AND PRIVACY

16.01 Data Protection Compliance

The Rights Holder shall ensure compliance with:

(a) The UK General Data Protection Regulation; (b) The Data Protection Act 2018; (c) All applicable privacy and data protection laws; (d) All regulatory guidance and codes of practice; (e) All international data protection standards.

16.02 Data Processing Obligations

All processing of personal data in connection with the Protected IP shall:

(a) Be conducted lawfully, fairly, and transparently; (b) Be limited to specified, explicit, and legitimate purposes; (c) Be adequate, relevant, and limited to what is necessary; (d) Be accurate and kept up to date; (e) Be kept in a form permitting identification no longer than necessary; (f) Be processed securely and confidentially.

SECTION XVII. FORCE MAJEURE

17.01 Force Majeure Events

Neither party shall be liable for any failure or delay in performance due to events beyond their reasonable control, including:

(a) Acts of God; (b) War, terrorism, or civil unrest; (c) Governmental actions or restrictions; (d) Pandemics or epidemics; (e) Cyber-attacks or system failures; (f) Industrial disputes; (g) Natural disasters.

17.02 Obligations During Force Majeure

The affected party shall:

(a) Promptly notify the other party; (b) Take reasonable steps to mitigate impact; (c) Resume performance as soon as practicable; (d) Keep other party informed of progress; (e) Document all relevant circumstances.

SECTION XVIII. NOTICES

18.01 Form of Notices

All notices under this Declaration shall be:

(a) In writing; (b) In English; (c) Delivered by hand, courier, or recorded delivery; (d) Sent by email with delivery confirmation; (e) Addressed to the registered office or principal place of business.

18.02 Deemed Receipt

Notices shall be deemed received:

(a) Hand delivery: at time of delivery; (b) Courier: on signed receipt; (c) Recorded delivery: two business days after posting; (d) Email: upon receipt of delivery confirmation.

SECTION XIX. COMPLIANCE WITH LAWS

19.01 General Compliance

The Rights Holder and all Authorised Users shall:

(a) Comply with all applicable laws, regulations, and codes; (b) Maintain all necessary licenses and permits; (c) Pay all applicable taxes and duties; (d) Observe all industry standards; (e) Adhere to all regulatory requirements.

19.02 Specific Compliance Areas

Particular attention shall be paid to:

(a) Consumer protection laws; (b) Product safety regulations; (c) Environmental regulations; (d) Employment laws; (e) Anti-corruption laws; (f) Export control regulations.

SECTION XX. UPDATES AND AMENDMENTS

20.01 Right to Update

The Rights Holder reserves the right to:

(a) Update this Declaration; (b) Modify any provisions; (c) Add new requirements; (d) Clarify existing terms; (e) Incorporate new protections.

20.02 Amendment Procedure

Any amendments shall:

(a) Be made in writing; (b) Be executed with the same formality as this Declaration; (c) Be recorded in appropriate registries; (d) Be notified to all Authorised Users; (e) Take effect from date of execution.

SECTION XXI. DIGITAL RIGHTS MANAGEMENT (DRM)

21.01 DRM Provisions The Rights Holder establishes that all digital rights management (DRM) technologies employed in connection with the Protected IP shall be designed to prevent unauthorized use while maintaining user accessibility under authorized conditions: (a)

Implementation of DRM: The Rights Holder shall implement or cause to be implemented DRM solutions that protect the digital expressions of the Protected IP, including encrypted digital content, secure digital platforms, and controlled access measures. (b) **DRM Compliance:** All DRM technologies used shall comply with international standards and local laws to ensure that they do not unlawfully restrict or inhibit lawful uses of the Protected IP, including fair use and fair dealing provisions under applicable copyright laws. (c) **DRM Enforcement:** The Rights

Holder reserves the right to enforce DRM protections through technological, legal, and operational means, including but not limited to digital watermarking, geo-blocking, and the deployment of anti-circumvention technologies.

SECTION XXII. RIGHTS IN BANKRUPTCY

22.01 Handling of IP Rights in Bankruptcy In the event of bankruptcy or insolvency of the Rights Holder or any licensed party: (a) **Automatic Stay:** All enforcement actions concerning the Protected IP shall be subject to an automatic stay as provided under bankruptcy laws, except as allowed by the court. (b) **Use of IP During Bankruptcy:** The bankruptcy trustee may use the Protected IP in the ordinary course of business, subject to court approval and the continued adherence to the terms of any licensing agreement. (c) **Assumption or Rejection of IP Agreements:** IP agreements may be assumed or rejected according to the bankruptcy trustee's determination, with appropriate notices given to all affected parties.

SECTION XXIII. ENVIRONMENTAL AND SOCIAL GOVERNANCE (ESG) COMPLIANCE

23.01 ESG Compliance in the Use of IP The Rights Holder commits to managing the Protected IP in a manner consistent with best practices in environmental and social governance: (a) **Sustainable Practices:** The development, production, and commercialization of the Protected IP shall adhere to sustainable practices, minimizing environmental impact and promoting resource conservation. (b) **Social Responsibility:** The Rights Holder shall ensure that the Protected IP is used in ways that promote social welfare, including supporting community initiatives and avoiding uses that perpetuate social injustice or inequity. (c) **Governance:** The Rights Holder shall maintain transparent governance practices in managing the Protected IP, ensuring accountability and ethical conduct in all IP-related activities.

SECTION XXIV. DATA PRIVACY AND SECURITY FOR IP DATA

24.01 Protection of IP-Related Data Recognizing the importance of data privacy and security: (a) **Data Handling:** The Rights Holder shall establish and maintain robust data management protocols to ensure the confidentiality, integrity, and availability of all data related to the Protected IP. (b) **Security Measures:** Appropriate physical, administrative, and technical safeguards shall be implemented to protect IP data against unauthorized access, disclosure, alteration, or destruction. (c) **Compliance with Data Protection Laws:** All activities involving the processing of personal data related to the Protected IP shall comply with the UK General Data Protection Regulation, the Data Protection Act 2018, and other relevant data protection laws and standards.

SCHEDULE A: IN PROCESS INTELLECTUAL PROPERTY REGISTRATIONS

This schedule is intended to document the ongoing registration of intellectual property rights associated with the "HAGGII" brand and related assets.

- **IP Type:** Trademark
- **Description:** Registration of the "HAGGII" brand name and any logos used in commerce.
- **Status:** Application submitted, awaiting approval.

- **Projected Registration Date:** 01.12.2024
- **Jurisdiction:** Applications filed in the UK and EU, planning for North America and Asia based on strategic market analysis.

SCHEDULE B: AUTHORIZED USES AND PENDING LICENSES

This schedule outlines the currently authorized uses of the "HAGGII" intellectual property, noting that no formal external licenses have been issued as the IP is managed exclusively by the Rights Holder.

- **Use Description:** Use of the "HAGGII" brand name and logo on official websites, digital content, marketing materials, and merchandise.
- **Scope of Use:** Global use across all digital platforms for promotion and sales.
- **Authorization Status:** Managed internally by Fascia Holdings Limited; no external licenses granted; potential licensing strategies under review.

SCHEDULE C: TERRITORY-SPECIFIC PROVISIONS IN PROGRESS

This schedule documents considerations and compliance obligations that are currently being addressed in the jurisdictions where "HAGGII" intellectual property rights are sought.

- **Country:** United Kingdom
- **Specific Provision:** Compliance with the UK Intellectual Property Office (UKIPO) for trademark registration.
- **Status:** Trademark application in progress, ensuring compliance with local IP enforcement standards and fair trade practices.
- **Additional Considerations:** GDPR compliance in handling customer data collected through digital channels, with ongoing assessments to align with data protection regulations.

SCHEDULE D: CLARIFICATION OF OWNERSHIP AND GOVERNANCE STRUCTURE

- 0.01 **Ownership Hierarchy**
Fascia Holdings Limited, incorporated under the laws of Scotland, with its registered office at 7 Heatherlie Park, Selkirk, Scotland, serves as the ultimate parent company and holds full legal and operational authority over its subsidiaries, including The Haggis Wildlife Foundation. The Parent Company retains direct oversight and governance of all strategic and operational matters related to its subsidiaries.
- 0.02 **Subsidiary Mandate**
The Haggis Wildlife Foundation is a wholly owned and fully controlled subsidiary of Fascia Holdings Limited. Its primary mandate includes the management, preservation, and development of intellectual property assets related to the "HAGGII" brand. The Foundation operates as the designated rights holder for all assets within the "HAGGII" intellectual property portfolio and functions as the exclusive legal and commercial representative for these assets globally.
- 0.03 **HAGGII Intellectual Property**
The "HAGGII" intellectual property, as outlined in this document, refers to a distinct portfolio of creative works, character designs, and commercial rights. The portfolio comprises a collection of unique "wild haggis" characters with identifiable traits, which have been developed, documented, and commercialized by The Haggis Wildlife Foundation under the governance of Fascia Holdings Limited. This portfolio is protected under applicable laws and is recognized as a valuable and proprietary asset.
- 0.04 **Legal Assertions**
The Haggis Wildlife Foundation explicitly declares its sole ownership of the "HAGGII" intellectual property, including all associated rights, goodwill, and commercial value. This declaration extends to any existing or future derivatives, adaptations, or enhancements of the "HAGGII" brand. Fascia Holdings Limited further affirms its ultimate authority to oversee and safeguard these rights, ensuring that all legal protections and enforcement actions are carried out in accordance with applicable local and international laws.
- 0.05 **Governance and Enforcement**
All rights, licensing agreements, and commercial activities related to the "HAGGII" brand are managed exclusively by The Haggis Wildlife Foundation. Fascia Holdings Limited retains overarching governance to ensure compliance, strategic alignment, and legal integrity. Unauthorized use, reproduction, or

misrepresentation of the "HAGGII" brand or its associated assets is strictly prohibited and subject to enforcement under the full extent of the law.

SCHEDULE E: PICTORIAL EXHIBITS :

E.01 Official Logo of the "HAGGII" Brand

Description: The "HAGGII" logo is a stylized depiction that captures the essence of the brand's Scottish heritage and mystical charm. It incorporates Celtic-inspired patterns and earthy tones, symbolizing the connection between the Haggii and their highland origins.

Exhibit: [A]

Notes: This logo is trademarked and forms a critical component of the "HAGGII" intellectual property portfolio. Any unauthorized use is subject to enforcement actions as outlined in Schedule D.

E.02 Depictions of the Haggii Characters

E.02.1 Character Design Overview:

Description: The Haggii characters are whimsical, three-legged creatures uniquely designed to embody the brand's themes of folklore and nature. Their designs are distinct, with traits that reflect their mystical origins and cultural resonance.

Exhibit: [C & D]

Notes: Each character design is protected under intellectual property laws and contributes to the commercial and narrative value of the "HAGGII" brand.

E.02.2 Sample Character Profiles:

E.02.2.1 "Brighen": A bold and adventurous Haggii with a golden hue, symbolizing sunlight and optimism.

Exhibit: [C & D]

Description: Select marketing and promotional visuals showcasing the application of the "HAGGII" brand in various commercial contexts, such as merchandise, digital media, and publications.

Exhibit: [B]

Notes: These materials are for official use only and demonstrate the cohesive application of the "Haggis Wildlife Foundation" brand identity across platforms.

E.04 Additional Notes on Exhibit Use and Protection

All images and visual representations included in this schedule are proprietary assets of The Haggis Wildlife Foundation under the governance of Fascia Holdings Limited. Unauthorized reproduction, distribution, or modification of these exhibits is prohibited and will be addressed through legal enforcement as outlined in Schedule D.

IN WITNESS WHEREOF this Declaration has been executed by the Rights Holder on the date first above written.

EXECUTED by FASCIA HOLDINGS LIMITED acting by:

Michael Santino Fascia Authorized Signatory

M. Fascia

DATE: Dec 1 2023

Date: December 1, 2023

IN WITNESS WHEREOF :

Name

M. Fascia

DATE: Dec 1 2023

Name

M Mirza

DATE: Dec 1 2023

SCHEDULE E:

EXHIBIT A - LOGO



EXHIBIT B: Haggis Wildlife Foundation Logo



EXHIBIT C: PICTURE OF HAGGII



EXHIBIT D: PICTURE OF HAGGII



Thistleback Haggis



Highland Heather Haggis



Tartan Tail Haggis



Balmoral Bramble Haggis



Tay Tartan Haggis



Galloway Grassy Haggis



Dunedin Dark Haggis



Shetland Shaggy Haggis



Ben Nevis Bushy Haggis



Firth of Forth Fuzzy Haggis



Loch Ness Lurker Haggis