

License Agreement between Pony Express (UK) Ltd
And
(Licensee)



Depot Number:	
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Head Office: Pony Express, AGL House, 133 Birmingham Road, Birmingham, B71 4JZ
Tel: +44 (0) 845 00 00 460 **Fax:** +44 (0) 845 00 00 562 **Web:** www.ponex.co.uk

Depot Details

Account Number:	
Depot Number:	
Area to be Licensed:	

Company Name:

Address:

Telephone:

Fax:

Website:

E-mail:

Contact Name:

Contact Tel:

Company Registration Number:

VAT Registration Number:



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Name:	Date:	Signature:
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License Agreement by and between Pony Express (UK) Ltd the Licensor And The Licensee

This agreement is entered by and between Pony Express and Client ("Name specified on Page (2) Two") (Collectively the "Parties")

Definitions:

"License": means the rights to operate a courier business in a given area using the Pony Express trading brand, and License to uses the registered Pony Express brand and trademark. The client, the License holder understands that he/she will conduct his business in the area where rights have been granted.

"Licensee," means you (the purchaser) who wishes to engage with Pony Express (UK) Ltd to use the Pony Express brand and supply Pony Express services in Licensees area.

"Licensor" means Pony Express (UK) Ltd trading as Pony Express, Ponex, Ponexday, EuroPony, and PonyEuropean and any other trading names Pony Express (UK) may use in the future.

"Agreement" means this Agreement, which shall apply to the contract of License between the Licensor and the Licensee.

"You and "Your" may be used to refer to The Licensee.

"We" and "Us" may be used to refer to The Licensor.

To carry out this purpose, the parties hereby agree as follows:

1. LICENSEE OBLIGATIONS

- A. **Duties to be performed by Licensee:** Licensee agrees to market and promote their area as considered acceptable by Pony Express (UK) Ltd. Licensee accepts that all costs incurred by marketing, advertising and any other promotions done, shall solely be the responsibility of the Licensee and the results will affect the growth of the business of the Licensee.
- B. **Compliance with Law:** Licensee acknowledges that Pony Express (UK) Ltd exercises no control over the goods carried by the Licensee, the employees or sub-contractors of the Licensee. The Licensee ensures that they will comply with applicable laws of the UK and abroad that govern the carriage and transportation of goods, the Licensee agrees that all relevant insurances relating to the collection and delivery are in place.
- C. The Licensee has a period of (6) Six months from the date of this Agreement to start trading in their area. If the (12) twelve months time period has lapsed then the License will be revoked and no refunds will be give.



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2. PONY EXPRESS LICENSE

- A. The Licensee has the authority to conduct business as a courier company providing all services that are provided by Pony Express.
- B. The Licensee shall only canvas work in their designated postcode area(s), but is not limited to this area when, if from the result of a customer calling from any other area.
- C. The License allows the Licensee to use all Pony Express trademarks registered or otherwise.
- D. The License allows the Licensee to advertise that they are the representatives of Pony Express in their licensed area. The Licensee can portray that they are Pony Express in their licensed area.
- E. In no way does this License make any reference that the Licensee will make a profit from operating a courier business in their licensed area using the Pony Express's branding. The Licensee is reminded that they are entering into an agreement to use the Pony Express branding to make their business a success.
- F. The Licensee ensures that POD's will be used and all POD sheets will be archived for a period of no less than 12 months.
- G. Pony Express (UK) Ltd in its part will use current and future methods to promote, supply and provide as part of the Pony Express brand, the following, but is not limited to or is committing to:
- 0800 Number diverted to your landline (you will be responsible for any charges).
 - 0845 Number diverted to your landline.
 - 0845 Fax Number diverted to your landline.
 - Your own website.
 - Starter printed literature.
 - National advertising done from head office in Birmingham.
 - Help setting up bank accounts.
 - Use of our merchant account or set your own up.
 - Introduction to an accountant.
 - Your full details on our national website www.ponex.co.uk
 - Any jobs done on behalf of Pony Express (UK) Ltd will be paid by us.
 - You will receive unlimited support from Head Office.
 - Full rights to trade as Pony Express in your awarded area.
 - Retain all revenue generated.
 - Full rights to sell your license and keep all monies in respect of the sale.
 - Booking in job log book.
 - Automatic acceptance into the Overnight/Nextday network (no charge).
 - Access to all current and future artwork in digital format.

What you will need to before you can start trading:

- Get call diversion to mobile or other number.
- Set-up freight forwarder accounts with major carriers (we will help you with this).
- Register for VAT.
- Set up a business bank account.
- Arrange your own accountant or we can introduce one to you.



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H. The License may be sold at any time for any price that may be obtained by the Licensee; the License must only be transferred to a suitable purchaser by the Licensee by giving Pony Express (UK) Ltd notice in writing. The New Licensee must be vetted by Pony Express (UK) Ltd before the sale can be finalised and must also agree to this Agreement and then will enter into a new Agreement.

3. CONSIDERATION

- A. The Parties hereby agree that the total consideration under this Agreement to be paid by the Licensee to Pony Express (UK) Ltd is fixed and is earned as of the date of execution of this Agreement.
- B. The auction end bid will stipulate the cost price of the area the Licensee is willing to conduct business in. The auction end bid is legally binding by UK law and must be paid within 10 days of auction end.
- C. The License fee to be paid monthly by Standing Order, Credit Card, BACS, Cheque or Cash and must reach our accounts department by the 1st day of each and every month.

Monthly License fee starting from £200.00+VAT

i. For the rights granted by Licensor herein, Licensee shall pay to Licensor a fee calculated as follows:

Year One	£200 + VAT per month on the first day of each month for 12 months.
Year Two	£200 + VAT per month on the first day of every month for 12 months
Year Three	£210 + VAT per month on the first day of each month for 12 months.
Year Four	£210 + VAT per month on the first day of every month for 12 months
Year Five	£220 + VAT per month on the first day of each month for 12 months.
Year Six	£220 + VAT per month on the first day of each month for 12 months.
Year Seven	£230 + VAT per month on the first day of every month for 12 months
Year Eight	£230 + VAT per month on the first day of each month for 12 months.
Year Nine	£240 + VAT per month on the first day of every month for 12 months
Year Ten	£240 + VAT per month on the first day of each month for 12 months.

These fees are based upon a realistic figure that would be needed to cover minimum advertising per month. However, under no circumstances shall fees to Licensor be less than £200 + VAT per month. The monthly fees paid do not warrant Pony Express (UK) Ltd to use revenue raised from license fees to further its advertising or commit us to promote your area.

- ii. Licensee shall pay to Licensor the auction end price plus (2) two months license fee on the signing of this agreement as cost of purchase and an advance against monthly fees, and the first monthly payment will be due on 1st August 2008.
- iii. The License is valid for a period of (10) ten years from the date of this Agreement as long as fees are paid on time.
- iii. Monthly fees are to be paid to the Licensor continuously regardless of when the Licensee starts trading.
- iv. The two months advance payment is kept by the Licensor to cover events of non-payment for (2) two consecutive months by the Licensee.
- v. The Licensor shall refund the Licensee of the advance payment for (2) months fees on the termination of this Agreement, no monies shall be refunded if termination is the result of non-payment by the Licensee.



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- D. Failure of Licensee to pay any amount due within Seven (7) days of the due date shall result in the termination of this Agreement and render the remaining consideration immediately due and payable.

4. CONFIDENTIALITY

- A. *Confidential information Defined:* Each Party acknowledges that it will have access to certain information of the other Party concerning the other Party's business, plans, customers, technology, methodology and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to: descriptions, business plans, software, internet designs, test data, other data, reports, recommendations, marketing plans, advertising materials, customer lists, business records, projections, products, services, product information, service information, financial information, other plans or proposals, proprietary information and any other information disseminated by one Party to the other to further the purpose of this Agreement and the performance thereof.
- B. *Non-Confidential information.* Information is not confidential if it is generally known or available to the public, it is known to one party before the other party discloses it, it was independently received by a Party from the third party or it was developed independently of the other Party.
- C. *Obligations of Non disclosure.* The Parties promise and hereby agree:
- i. To hold Confidential Information in strict confidence;
 - ii. To use Confidential Information only for purposes of carrying out this Agreement;
 - iii. To only disclose the Confidential Information to those Party's officers, employees and agents as are deemed necessary to carry out purpose of this Agreement; and
 - iv. Not to disclose Confidential Information to third parties without the other party's prior written approval.

The Parties hereby agree that these obligations shall remain in full force and effect during the term of this Agreement and for three (3) years following termination of this Agreement.

5. WARRANTIES

- A. Pony Express (UK) Ltd represents and warrants that it has the full power and authority to enter into this Agreement. The goods and services furnished under this Agreement are provided "as is," without any express or implied warranties including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Pony Express (UK) Ltd specifically does not predict nor guarantee the success and growth of business.
- B. Licensee represents and warrants that it has the full power and authority to enter into this Agreement. Licensee further represents and warrants that Licensees services, products, materials, data and information used by the Licensee and by it's customers and users in connection with this Agreement do not, as of the date of this Agreement operate in any manner that would violate any applicable law or regulation.

6. LIMITATION OF LICENSORS LIABILITY

In no event shall Pony Express (UK) Ltd be liable for any lost revenue, lost profits, loss of data, rights or services, loss of interruption of client's business, special, incidental, punitive, indirect or consequential damages, suffered by the client, whether or not Licensee has been advised of the possibility of such loss, injury and/or damages. Pony Express (UK) Ltd's maximum aggregate liability to Licensee related to or in connection with this agreement will be limited to £500.00 GBP hereunder.



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7. PARTIES' INDEMNITY OBLIGATIONS

- A. Licensee shall indemnify Pony Express (UK) Ltd against any claims, liabilities, and costs, including reasonable attorneys' fees, and defend any third party claim or suit against Pony Express (UK) Ltd arising out of Licensee's acts. Pony Express (UK) Ltd shall promptly notify Licensee in writing of such claim or suit and Licensee shall have the right to fully control the defence and any settlement of the claim or suit.
- B. Pony Express (UK) Ltd shall indemnify Licensee against all claims, liabilities and costs, including reasonable attorneys' fees, and defend any third party claim or suit against Licensee arising out of Pony Express's acts. Licensee shall promptly notify Pony Express (UK) Ltd in writing of such claim or suit and Pony Express shall have the right to fully control the defence and any settlement of the claim or suit.

8. EXCUSED DELAYS IN PERFORMANCE

Neither Party shall be liable for, any delay of performance, due to causes beyond its reasonable control. This includes but is not limited to: acts of god, delays associated with adjustments needed to comply with road traffic incidents, adverse weather conditions, and the arrival of new competitors. The time for completing the performance that has been delayed shall be extended by a period equal to the delay caused.

9. MODIFICATIONS

This Agreement may be amended at any time but any amendments must be in writing and signed by both Parties.

10. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

11. GENERAL PROVISIONS

- A. Sole Agreement: This entire Agreement between Pony Express (UK) Ltd and the Licensee.
- B. Either party may change its address appearing in this Agreement by giving written notice of the change to the other party.
- C. Independent Contractors: The Licensee is an independent contractor and does not have the power or authority to enter into any agreement for, or on the behalf of Pony Express. This Agreement does not create a partnership, joint venture, or employment relationship of any kind.



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- D. Notices. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by either same day courier, certified mail, overnight courier, facsimile, or hand delivery to the parties at the respective addresses set forth below or to such other address as the party to receive the notice has designated by notice to the other party:

If to Licensee:

(Use details from page (2) Two)

If to Pony Express (UK) Ltd

Pony Express
AGL House
133 Birmingham Road
West Bromwich
B71 4JZ
Fax: 0845 0000 562

All notices shall be effective (i) when delivered personally, (ii) three (3) days after deposit in mail accordance with terms of this section, (iii) the business day when delivered by national recognised courier (e.g. Pony Express, DHL, UPS, TNT, FedEx etc), or (iv) the business day on which facsimile transmittal is completed before 5:00 pm, provided transmission is followed by notice under one of "(i)" through "(iii)" above.

- E. *Assignment.* Licensee may not assign its rights or delegate its duties under this Agreement either in whole or in part without prior written consent of Pony Express, except that Licensee may assign this Agreement in whole as part of a corporate reorganisation, consolidation, merger, or sale of substantially all of its assets, Any attempted or delegation without such consent shall be void.

12. TERM AND TERMINATION

- A. *Term.* The term of this Agreement shall commence on the date of signing this Agreement and shall expire Ten (10) years after this Agreement is executed. Licensee has an option of leaving services by giving two (2) months written notice.
- B. *Termination of cause.* Either party will have the right to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within Seven (7) days of due date.
- C. *Misconduct:* Any act deemed to be of gross misconduct may and can lead into this Agreement being terminated. In the case of gross misconduct the termination will be executed by Pony Express immediately and all monies owing will become due immediately and all associated materials, marketing and digital information will be returned to the control of Pony Express.
- D. If this Agreement is terminated by us for whatever reason we shall offer or transfer the License to whoever we want without consulting you.



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This Agreement is compiled of (9) Nine pages and by signing the pages all Parties are entering into this Agreement.

Licensee Agreed and Accepted	Licensor Agreed and Accepted
Company Name:	Company Name: PONY EXPRESS (UK) LTD
Trading As:	Trading As: PONY EXPRESS
Name(s):	Names:
Signature(s): (Signature of Directors if Limited Company)	Signature of Directors:
Address:	Address: AGL House 133 Birmingham Road Birmingham B71 4JZ
Date:	Date:



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