

TRADEMARK LICENSE AGREEMENT

This trademark license agreement (**Agreement**) has been concluded on [insert date] (**Effective Date**) by and between

[insert name], a company established and existing under the laws of [insert country], commercial registry code [insert code], located at [insert address] (**Licensor**), represented by [insert position and name], and

[insert name], a company established and existing under the laws of [insert country], commercial registry code [insert code], located at [insert address] (**Licensee**),

each also a **Party** and jointly the **Parties**.

WHEREAS:

- A. *Licensor has the right and authority to license to the Licensee the right to use the trademark listed in Appendix A to this Agreement (**Mark**);*
- B. *Licensee wishes to use the Mark on or in association with the goods and services specified in Appendix 2 to this Agreement (**Goods and Services**);*
- C. *Licensee has the ability to manufacture, offer and sell the Goods and Services in [insert country] (**Territory**) and to use the Mark;*
- D. *Parties are in agreement with respect to terms and conditions upon which Licensee shall use the Mark;*

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. LICENSE GRANT

1.1 Licensor hereby grants to Licensee a non-exclusive, non-sublicensable license, non-transferable and revocable license to use the Mark in association with the manufacture, offer and sale of the Goods and Services in the Territory, as well as on packaging, promotional and marketing materials associated therewith.

2. TERM

2.1 This Agreement enters into force on the Effective Date and remains in force for an indefinite period of time, unless terminated earlier (**Term**).

3. USE OF MARK

3.1 The Licensee will use the Mark only during the Term, only in the Territory, and only in association with the Goods and Services.

3.2 The Licensee will use the Mark only in compliance with this Agreement and all applicable laws and regulations.

3.3 The Licensee will use the Mark only in accordance with the specifications and directions of the Licensor (e.g. to the character and/or quality of the Goods and Services) as may be stipulated by the Licensor to the Licensee from time to time.

3.4 The Licensee is not permitted to make any changes or alterations to the Mark. For avoidance of doubt, all rights in and to any new version, translation or arrangement of the Mark, or other change in the Mark created by the Licensee, with the Licensor's prior written consent or otherwise, will be and will remain the exclusive property of the Licensor, and the provisions of this Agreement will apply to the same.

3.5 The Licensee will cooperate with the Licensor for the purpose of protecting, preserving and enhancing the Mark and the Licensor's interest in them and in furtherance of such obligations,

the Licensee will promptly execute and deliver to the Licensor all documents and instruments that the Licensor determines to be necessary from time to time.

- 3.6 The Licensee will not use the Mark as part of any composite trademark, that is, in close proximity or in combination with any trademark(s) held by the Licensee or any third party.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Licensor shall, at its own expense and choice, register the Mark in the Territory and maintain its interest in the Mark.

- 4.2 Any rights, including intellectual property rights, not expressly granted to the Licensee under this Agreement are reserved to the Licensor. The Licensee will not, directly or indirectly, use the Mark in any way other than as permitted under this Agreement.

- 4.3 The Licensee acknowledges the validity of the Mark and agrees that the benefit of and goodwill associated with use of the Mark by the Licensee will ensure entirely for the benefit of the Licensor.

- 4.4 Should any right, title or interest in or to the Mark or any part thereof or any copyright or trademark related thereto become vested in the Licensee, the Licensee will at the request of the Licensor unconditionally and without charge assign any such right, title or interest to the Licensor.

- 4.5 The Licensee will not itself and will not assist, permit, or encourage any third party in the Territory or elsewhere to:

4.5.1 claim, use, or apply to register, record or file any trademark, trade name, business name, corporate name, domain name, social media user name, email address, metatag, Adwords or similar search term, copyright, or design that is identical with, confusingly similar to, clearly derived from or based on or that includes the Mark; or

4.5.2 register the Mark or any similar mark(s), attack or challenge the validity, ownership or enforceability of the Mark, any registrations for the Mark, or the Licensor's rights relating to the Mark or its registrations;

4.5.3 use the Mark in a manner which is likely to depreciate or cause harm to the quality and goodwill attached to the Mark or the Goods and Services.

5. INSPECTION

- 5.1 The Licensor has the right, upon reasonable written notice to inspect Licensee's books and records and all other documents and material in the possession of or under the control of Licensee with respect to this Agreement. The Licensor shall have free and full access thereto for such purposes and shall be permitted to make copies thereof and extracts therefrom.

- 5.2 All books and records related to Licensee's obligations under this Agreement shall be maintained and kept accessible and available to Licensor for inspection for at least [insert number and text] years after termination of this Agreement.

6. QUALITY CONTROL

- 6.1 The Goods and Services shall be of high quality which is at least equal to comparable goods and services manufactured and offered by the Licensor under the Mark.

- 6.2 If the quality of the Goods and Services falls below quality as previously approved by the Licensor, the Licensee shall immediately use its best efforts to restore such quality. In the event that Licensee has not taken appropriate steps to restore such quality within 30 (thirty) days after written notice by the Licensor, the Licensor shall have the right to terminate this Agreement.

- 6.3 The Licensee agrees to permit Licensor or its representative to inspect the facilities where the Goods and Services are being manufactured and offered.

7. APPROVAL OF MARKETING MATERIALS

- 7.1 At the request of the Licensor, the Licensee will promptly provide the Licensor with samples of all packaging, advertising, company brochures and other marketing materials prepared by, for or

with the permission of the Licensee that bears or refers to the Mark. Within 30 (thirty) calendar days after it receives any such sample material, the Licensor will deliver to the Licensee either a notice of approval or a notice of refusal. Any notice of refusal will specify what must be changed and why.

- 7.2 If the Licensee does not receive either a written notice of approval or a written notice of refusal within such 30 (thirty) day period, then the material will be deemed to have been approved for distribution.
- 7.3 If the Licensee receives a written notice of refusal from the Licensor, the Licensee must revise the material and resubmit a sample of the revised material to the Licensor for its approval, in which case, the approval procedure set out in this Section will once again apply. If the Licensee refuses to revise the material, the Licensor has the right to terminate this Agreement.

8. COMPENSATION

- 8.1 For the license granted hereunder, the Licensee shall pay the Licensor a compensation at the rate of [enter number] % (enter number in words percentage) of Net Sales of the Goods and Services (**Compensation**).
- 8.2 "Net Sales" shall mean Licensee`s gross sales (the gross invoice amount billed customers) of Goods and Services, less discounts and allowances actually shown on the invoice. No other costs incurred in the manufacturing, offering, selling and advertising of the Goods and Services or any uncollectible accounts or allowances shall be deducted.
- 8.3 Compensation is calculated and payable no later than 30 (thirty) days after the termination of the preceding full calendar quarter, with late payments incurring interest at the rate of 1% (one percent) per month from the date such payments were due.
- 8.4 At the same time as payment of Compensation falls due, the Licensee shall provide Licensor with a written Compensation statement in a form acceptable to Licensor per each quarter whether or not any Goods and Services were sold during that quarter. The receipt or acceptance by Licensor of such statement or payment shall not prevent Licensor from subsequently challenging the validity or accuracy of such statement or payment.
- 8.5 If an inspection should reveal a discrepancy in the Compensation payable to the Licensor under this Agreement, the Licensee shall immediately make up the shortfall, plus interest, and reimburse the Licensor in respect of any professional charges incurred for such inspection.

9. CONFIDENTIAL INFORMATION

- 9.1 For the purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Licensor and not generally known to the public, regardless of the medium in which it is recorded or preserved and whether oral, written or otherwise, whenever and however (before or after the conclusion of this Agreement) disclosed to the Licensee or which has become known to the Licensee in any other manner in connection with the Agreement, including, but not limited to:
- 9.1.1 any information regarding the Licensor's economic activities, including inter alia its business partners, clients, investors, debtors, portfolio of claims, any marketing strategies, plans, financial information, or projections, operations, business plans and performance results relating to the past, present or future business activities of the Licensor or any other non-public information about the Licensor that is proprietary in nature;
- 9.1.2 any information regarding technical data, know-how, trademarks, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, processes, formulas, techniques, engineering designs and drawings.
- 9.2 The Licensee hereby undertakes:
- 9.2.1 to treat the Confidential Information secret, as well as to use all necessary steps to preserve such confidentiality. The Licensee shall ensure that all necessary and possible security measures and strictest possible diligence shall be applied for the

- retention and protection of Confidential Information. In order to avoid unauthorised disclosure of Confidential Information, the Licensee shall, at its own expense, apply necessary security, information technology and other measures;
- 9.2.2 not to make any copies or duplicates of any Confidential Information, without the Licensor's prior written consent thereto;
 - 9.2.3 not to modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information without the Licensor's prior written consent thereto;
 - 9.2.4 to immediately notify the Licensor upon becoming aware that the Confidential Information has been disclosed to a third party in breach of this Agreement;
 - 9.2.5 to keep a record of all Confidential Information and of the location of such information, a copy of which record will be made available to the Licensor at the Licensor's request; and
 - 9.2.6 not to use the Confidential Information for any purpose whatsoever other than for the purpose of the Agreement. Within its organisation the Licensee shall restrict the distribution of and access to the Confidential Information so that access to materials containing Confidential Information is only available to employees who indispensably require such knowledge for the performance of their duties in connection with this Agreement.
- 9.3 In the event that the Licensee is required by law or any other rules and regulations to make any disclosures otherwise prohibited under this Agreement, the Licensee shall promptly (and, in any event, before complying with any such requirement) notify the Licensor in writing of the same and of the action which is proposed to be taken in response and assist the Discloser in seeking a protective order or other appropriate remedy, in each case to the extent possible and allowed under the applicable laws.
- 9.4 The Licensee shall immediately, but not later than within 5 (five) working days, return and redeliver to the Licensor all tangible material embodying the Confidential Information and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon:
- 9.4.1 the termination of this Agreement; or
 - 9.4.2 receiving a written request from the Licensor.
- 9.5 In case of the termination of this Agreement or upon receiving a written request from the Licensor, the Licensee shall not retain any copies or extracts related to the Confidential Information and shall destroy all Confidential Information (including, but not limited to written documents and/ or digital files).
- 9.6 The obligation to keep Confidential Information secret shall remain in force indefinitely.

10. THIRD PARTIES

- 10.1 The Licensee shall promptly give notice to the Licensor and provide relevant materials if available, when:
- 10.1.1 it becomes aware of any actual, suspected, or threatened infringement of the Mark by a third party in the Territory or elsewhere, e.g. use of a trademark, trade name, corporate name, domain name, email address, social media user name, metatag, Adwords or similar search term, copyright or design that is identical with, confusingly similar to, clearly derived from or based on the Mark or that includes the Mark, or
 - 10.1.2 it becomes aware of any action, claim, or demand brought or threatened by a third party against it arising out of its use of the Mark in accordance with this Agreement.

- 10.2 In the abovementioned cases, the Licensor may take any steps it considers appropriate to defend itself, the Licensee and the Mark and enforce its rights in the Mark. The Licensee shall, at its own expense, cooperate with the Licensor to the fullest possible extent.
- 10.3 If it is established that the third party's action, claim, or demand resulted from a material breach of the Licensee's obligations under this Agreement, the Licensee shall reimburse the Licensor for all costs and expenses (including legal fees) incurred in defending the Licensor, the Licensee and the Mark.
- 10.4 If, in the opinion of the Licensor, the Mark is likely to or does become the subject of a claim e.g. for infringement, the Licensor may, without liability or obligation, terminate the Agreement, effective immediately upon delivery of respective notice to the Licensee.

11. TERMINATION

- 11.1 The Agreement may be terminated by a written agreement between the Parties.
- 11.2 Either Party may terminate this agreement for any reason upon [insert number and text] months' notice to the other Party.
- 11.3 Without prejudice to the other provision of this Agreement, the Licensor may terminate this agreement, with immediate effect, by giving notice to the Licensee if the Licensee in the Territory or elsewhere:
- 11.3.1 fails to pay when due any amount owing under this Agreement and that failure continues for [insert number and text] days;
 - 11.3.2 challenges, or assists third parties to challenge the Mark or Licensor's rights in the Mark or registrations of the Mark;
 - 11.3.3 registers or attempts to register any trademarks or trade names that are identical or confusingly similar to the Mark;
 - 11.3.4 the Licensee admits that it is insolvent or unable to pay its debts, or fails generally to pay its debts as they become due;
 - 11.3.5 the Licensee files a voluntary petition, or one or more of its creditors file a petition, seeking its rehabilitation, liquidation, or reorganization;
 - 11.3.6 the Licensee takes any action toward the dissolution or winding up of its affairs or the cessation or suspension of its activities; or
 - 11.3.7 a court of competent jurisdiction enters a decree or order directing the winding up or liquidation of the Licensee or of all or substantially all of its assets.
- 11.4 If one Party commits any material breach of the Agreement, and the breach or default continues for a period of 14 (fourteen) days after the other Party delivers notice to that Party reasonably detailing the breach or default, then the other Party may terminate this Agreement, with immediate effect, by giving notice to the Party in breach.

12. EFFECTS OF TERMINATION

- 12.1 Upon the termination of this agreement, the Licensee shall immediately:
- 12.1.1 cease all use of the Mark, any marketing materials and cancel all orders thereof, the Confidential Information, and any other property belonging to, or received from, the Licensor that is in the Licensee's control;
 - 12.1.2 return to the Licensor, or at the Licensor's request destroy, all copies of all information relating to Mark, the marketing materials, the Confidential Information, and any other property belonging to, or received from, the Licensor that is under the Licensee's direct or indirect control, and
 - 12.1.3 promptly pay to the Licensor all fees that are due.

- 12.2 Upon the termination of this agreement, the Licensee shall not in the Territory or elsewhere:
- 12.2.1 attack or challenge the validity, ownership or enforceability of the Mark or of any registrations for the Mark, or the Licensor 's rights relating to the Mark or in any such registrations; or
 - 12.2.2 claim, use, or apply to register, record or file any trademark, trade name, corporate name, domain name, email address, social media user name, metatag, Adwords or similar search term, copyright or design that is identical with, confusingly similar to, clearly derived from or based on the Mark or that includes the Mark.

13. LIABILITY

- 13.1 The Licensee acknowledges and agrees that the Licensor would suffer irreparable damage in the event of any breach of the provisions of this Agreement by the Licensee. In the event of breach of this Agreement by the Licensee, the Licensee shall pay the Licensor a contractual penalty in the amount of EUR [insert number] [insert number is words] per each such breach and compensate any loss. Loss includes any damage, cost, expense, deficiency, loss of value or profit, liability, or other damage, including expenses of investigation and legal fees.
- 13.2 The Licensee shall indemnify the Licensor and its directors, officers, employees, shareholders, partners, agents and affiliates against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, arising out of the exercise by the Licensee of its rights under this Agreement and the Licensee`s use of the Mark. Licensee shall give prompt notice to the Licensor of any (potential) claim for indemnification under this Section.
- 13.3 Licensor`s aggregated liability under this Agreement is capped at EUR [insert number] [insert number is words].

14. MISCELLANEOUS

- 14.1 This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements relating to the subject matter hereof.
- 14.2 The Licensee may not, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the Licensor's prior written consent.
- 14.3 The provisions of Sections 9 (Confidential Information), 12 (Effects of Termination) and 13 (Liability) and all other Sections necessary for the interpretation or enforcement thereof will survive the termination or expiration of this Agreement.
- 14.4 If any part of this Agreement or any transaction contemplated herein (partly or in whole) is held to be invalid or unenforceable, such determination shall not invalidate any other provision of this Agreement or other transactions contemplated herein.
- 14.5 This Agreement shall be governed by and construed in accordance with the laws of the [COUNTRY].
- 14.6 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, which the Parties fail to solve through amicable negotiations, shall be finally settled in the [Court name].
- 14.7 A failure by any Party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce the same, and the waiver by any Party of any breach of any provision of this Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.
- 14.8 Any notices or communications required or permitted to be given hereunder must be in written and may be delivered by hand, deposited with an internationally recognized overnight carrier postage prepaid or sent via electronic mail. All such notices or communications shall be deemed to have been given and received
- 14.8.1 in the case of personal delivery or electronic-mail, on the date of such delivery;

14.8.2 in the case of delivery by an internationally recognized overnight carrier, on the third business day following dispatch.

14.9 The contact details of the Parties are as follows:

The Licensor: postal address: address: [...]; e-mail [...]; telephone [...].

The Licensee: address: [...]; e-mail [...]; telephone [...].

14.10 Party must notify the other Party immediately of any changes in its contact details.

Hereby the Parties warrant that they have read this Agreement carefully and wish to be bound by this Agreement.

The Licensor:

Name:

Title:

The Licensee:

Name:

Title:

APPENDIX A – LICENSED MARK

Trademark	Status	Owner	Application Number	Nice Classification	Registration Number

Specifications for the Licensee:

APPENDIX B – GOODS AND SERVICES