

TRADE MARK LICENCE

AGREEMENT DATED.....2006

BETWEEN

(1) **SCI** registered with number [xxx], whose registered office is at Silwood Park, Ascot, Berks, SL5 7QN, United Kingdom (“the Licensor”)

(2) **COMPANY** registered with number [xxx], whose registered office is at [xxxxx] (“the Licensee”)

RECITALS

- (A) The Licensor is the proprietor of the Trade Marks (as defined in this agreement).
- (B) It has been agreed that the Licensor will grant the Licensee a non-exclusive licence to use the Trade Marks in the Territory (as respectively defined in this agreement).

IT IS AGREED:

1. Definitions and Interpretation

1.1 In this agreement, unless the context otherwise requires, the following expressions shall have the following respective meanings:

“Calendar Quarter” means the 3 months ending on 31 March, 30 June, 30 September and 31 December in each year;

“the Products” means [product];

“the Certificate” means the certificate for the Products issued by the Licensor to the Licensee describing the work and any limitations thereof undertaken by the Licensor for the Licensee and leading to the grant of this licence and setting out the conditions of use of the Trade Marks;

“the Royalty” means the royalty payable to the Licensor by the Licensee in accordance with Clause 3 ;

“the Territory” means England and Wales;

“the Trade Marks” means the trade marks and applications for registration of trade marks set out in Schedule 1;

1.2 Words denoting the singular number shall include the plural and vice versa.

1.3 References to Clauses and Schedules are to clause and schedules of this agreement.

2. Grant of Licence

2.1 The Licensor hereby grants the Licensee a non-exclusive licence to use the Trade Marks in the Territory in accordance with the Certificate.

2.2 The Licensee shall faithfully observe the requirements of the Certificate in its use of the Trade Marks on the Product and on any literature or publication in paper, electronic or any other form which reference the Product. For the avoidance of doubt, use by the Licensee of the Trade Marks other than in strict compliance with the Certificate constitutes a material breach of this Agreement.

2.3 The Licensee shall not purport to act as agent of the Licensor and specifically not give any indication that it is acting other than as principal and in advertising or selling Licensed Products not make any representation or give any warranty on behalf of the Licensor.

2.4 The Licensee may not grant sub-licences of the rights granted to it under this Agreement to any third party including without limitation any member of Licensee's Group.

2.5 The Licensor shall have the right on reasonable notice and during normal business hours to inspect the premises of the Licensee where the Products are manufactured to check that the requirements of the Certificate are being observed.

3. Royalty

3.1 The Licensee shall pay the Royalty to the Licensor as set out in Schedule 2.

3.2 Upon signature of this Agreement and on each anniversary the Licensor shall issue a VAT invoice and the Licensee shall pay such invoice within 30 days.

3.3 All Royalty payable under this agreement shall be payable gross, that is without deduction or withholding tax.

4. Warranties and Indemnities

4.1 The Licensor warrants that the registrations comprised in the Trade Marks are subsisting and that all renewal fees have been paid and that it will use all reasonable endeavours to prosecute the applications comprised in the Trade Marks to registration.

4.2 The Licensor undertakes during the currency of this Agreement to pay all renewal fees in respect of the Trade Marks as they fall due.

4.3 Licensor shall have no liability under or in connection with this Agreement for any indirect, special or consequential loss of any nature including without limitation for loss of profit, loss of opportunity, interest or anticipated savings. Nothing in this Agreement is intended to restrict or exclude Licensor's liability for personal injury or death resulting from its negligence or for fraudulent misrepresentation.

4.3 The Licensee agrees to maintain in force a products liability insurance and shall be exclusively responsible for all Products manufactured by it or on its behalf and shall fully indemnify the Licensor for all costs damages and expenses incurred as a result of any claims by third parties in tort or otherwise against the Licensor arising in any way out of exercise by the Licensee of the rights granted to it under this Agreement.

5. Infringement of the Trade Marks

5.1 The Licensee shall inform the Licensor immediately of any actual or potential infringement of or unfair competition relating to the Trade Marks in the Territory and shall render all reasonable assistance to the Licensor in that regard but shall not be entitled to commence proceedings in its own name without the prior written consent of the Licensor.

5.2 If the Licensee becomes aware of any third party allegation that any right licensed to it under this Agreement is or may be invalid or unenforceable or that use of the same infringes or may infringe any third party rights, the Licensee shall immediately give the Licensor full written particulars of any such allegation and shall make no comment or admission to any third party in respect of such allegation.

5.3 The sole right to institute action for infringement of the Trade Marks rests with the Licensor. Accordingly, the Licensee may not take any action including without limitation bringing proceedings in respect of any infringement nor purport to settle any dispute in connection with any allegation of infringement without the prior written consent of the Licensor. The Licensee shall co-operate with the Licensor and assist the Licensor where required by the Licensor in connection with any infringement action (including without limitation procuring the testimony of the Licensee's employees) and make available to the Licensor any records, papers, information, specimens and the like required by the Licensor. Any recovery of damages received pursuant to such action shall be retained by the Licensor. The Licensee shall be reimbursed for its reasonable expenses associated with its co-operation during the investigation of a suspected infringement and/or action for infringement.

6. Term and Termination

6.1 Subject to earlier termination pursuant to Clause 6.3, this Agreement shall continue in force for an initial period of one year and will continue thereafter unless terminated by either party giving to the other at least three months' notice in writing.

6.2 Upon termination pursuant to Clause 6.1 all licences granted under this Agreement shall terminate save that the Licensee may for a period of three (3) months following termination discharge any commitments entered into in reliance on this Agreement before the date of termination but without prejudice to its obligations.

6.3 The Licensor may also terminate this Agreement immediately by notice in writing to Licensee if:

- (a) the Licensee fails to make any payment to the Licensor by the due date; or

- (b) the Licensee breaches a material term of this Agreement provided that if the breach is capable of remedy (being actual remedy as opposed to remedy by payment of damages or compensation) the notice shall only be given if Licensee shall not have remedied the same within thirty (30) days of having been given notice in writing specifying the breach and requiring it to be remedied;

6.4 Where the Licensor has the right to terminate the Agreement pursuant to Clause 6.3(a) the Licensor may at its sole discretion offer the Licensee the option to pay a re-assessment fee in accordance with Schedule 2 in lieu of termination of this agreement.

6.5 Either Party may terminate this agreement by notice to terminate if the other either has a receiver, administrator or administrative receiver appointed over any of its assets has a petition presented for it to be wound up or is otherwise unable to pay its debts as they become due.

6. Notices

Any notice which either Party is required to give under this agreement shall be in writing and shall be signed served for and on behalf of the Party giving it. Any such notice shall be served by leaving it at or sending it by facsimile, e-mail or prepaid recorded delivery post to the address of the relevant Party as notified from time-to-time by such Party.

7. No Partnership or Agency

Nothing in this agreement shall be deemed to constitute a partnership or agency between the Parties.

8. Assignment

Neither Party may assign its rights under this agreement without the prior written consent of the other.

9. Further Assurance

Both Parties shall do, execute and perform all such further deeds, documents, acts and things as the other may reasonably require in order to carry the provisions of this agreement into full force and effect.

10. Waiver, Integration, Alteration

10.1 The waiver of a breach of this Agreement may be effected only in writing signed by the waiving party and shall not constitute a waiver of any other breach. A failure by either party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of such right or operate so as to bar the exercise or enforcement of that right at any subsequent time or times.

10.2 This Agreement represents the entire understanding between the parties with respect to its subject matter, and supersedes all other agreements, expressed or implied, between the parties relating to such subject matter. Neither party shall be entitled to rely on any arrangement which is not expressly contained in this Agreement.

10.3 This Agreement may be varied only in writing signed and by duly authorised representative of both parties.

11. Severability

11.1 If any provision of this Agreement (or part thereof) is determined by any court of competent jurisdiction in a final decision to be illegal, void or unenforceable then this Agreement shall continue in force save that such provision (or part provision) shall be deemed to be excised from it with effect from the date of such decision or such earlier date as the parties may agree.

12. Law and Jurisdiction

This agreement shall be governed by and construed according to English law and the Parties submit to the non-exclusive jurisdiction of the English Courts.

Signed for and on behalf of
the Licensor

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Date

Signed for and on behalf of
the Licensee

.....

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Date

SCHEDULE 1

The Trade Marks

Country	Number	Trade Mark	Class(es)	Status
<i>European Community</i>	<i>004905741</i>	<i>SCI Assessed</i>	<i>6,17,19,37,42</i>	<i>Applied for</i>

SCHEDULE 2

Royalty