

DATED

(1) << >>

(2) << >>

TRADE MARK LICENCE

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Owner>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Owner") and
- (2) <<Name of Licensee>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Licensee")

WHEREAS:

- (1) The <<Insert principal word trade mark>> trade mark is well known throughout the world in connection with the [design, manufacture and sale of << >>].
- (2) The Owner owns registrations of the Mark as a trade mark in many countries of the world including, without limitation, the registrations in the Territory for the Products set out in Schedule 1 and owns all rights in the Mark for all products.
- (3) The Licensee carries on the business of [manufacturing and selling << >>] and wishes to [manufacture and sell << >>] under and by reference to the Mark.
- (4) The Owner has agreed to grant the Licensee a licence to use the Mark in relation to Licensed Products.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Affiliate"	means in respect of any company, a company which is its subsidiary or holding company, or a company which is also a subsidiary of that holding company;
"Approved Suppliers"	means manufacturers, distributors or wholesalers of Raw Materials or Products which have been approved by the Owner as suppliers of Raw Materials or Products for use in the manufacture of Licensed Products;
"Licensed Products"	means Products sold or offered for sale under or by reference to the Mark pursuant to this Agreement;
"Change of Control"	has the meaning given in Sub-Clause 23.1;
"Commencement Date"	means the date on which the Agreement <<comes/is deemed to have come>> into force as stated in Sub-Clause 2.1;
"Copyright"	means all copyright, design right, registered designs and right in

"Designs"

the n Designs;

"Distribution Outlets"

mean and models of Products intended to be pr ne terms of this Agreement;

"Infringement"

mean ng multiples, chains independent spec n shops" and concessions), direct mail regional wholesale outlets;

"Labels"

mean use or reproduction of the Mark or the C ner's authority or any passing off or th reference to the Mark and/or the Copy

"Mark"

mean markings bearing the Mark to be appli

"Marketing Plan"

mean insert principal word trade mark>> whet ion with any other word or words or de n of the representations set out in Sche he registrations of and pending appli marks in the Territory set out in Sche further registrations of such trade mark y be obtained by the Owner in the Territ s Agreement;

"Merchandising Plan"

mean marketing plan from time to time prepa use 15.1;

"Minimum Royalty"

mean merchandising plan from time to time prepa use 15.2;

"Net Sale Price"

mean figures calculated in accordance with t e 6 Part B;

"Nominated Representative"

(A) in Product sold by or on behalf of the Licen reement in the ordinary course of busin customer at arm's-length, the total amou licensee in respect of the Product after or trade discounts and returns for which ed a credit note, sales and excise taxes ax and duties, if any) and

"Packaging Materials"

(B) in products sold or disposed of in any other supplied as samples) pursuant to this A oice price, less only the relevant dedu would have been charged on an equiv n;

"Products"	mean	in Schedule 4 and such further
"Raw Material"	mean	the manufacture of the Licensed
"Royalty"	mean	the Net Sale Price calculated by
"Royalty Year"	mean	months ending on 31 st December;
"Standard of Quality"	mean	specifications laid down by the
"Style Guide"	mean	the Identity Manual for use of the
"Territory"	mean	Schedule 5.
1.2	Unless the context of	reference in this Agreement to:
1.2.1	words and p	which are contained or referred to
1.2.2	"writing", and	ion, includes a reference to any
1.2.3	a statute or	is a reference to that statute or
1.2.4	"this Agree	this Agreement and each of the
1.2.5	a Schedule i	ement;
1.2.6	a Clause or	ce to a Clause of this Agreement
1.2.7	a "Party" or	parties to this Agreement.
1.3	The headings used	for convenience only and shall have
1.4	Words imparting the	clude the plural and vice versa.
2.	Commencement and Dur	
	[This Agreement shall <<	re come>> into force on <<insert
	date>> and, subject to e	ant to Clauses 24 below, shall

continue in force for a period of <<insert number>> years from that date.]

OR

[This Agreement shall <<insert date>> come>> into force on <<insert date>> and, subject to the provisions of Clause 24 below, shall continue in force until the <<insert date>>]

OR

[This Agreement shall <<insert date>> come>> into force on <<insert date>> and, subject to the provisions of Clause 24 below, shall continue in force unless or until <<insert party giving to the other>> not less than <<X years/months/days>> notice expiring on <<date>> or the same day in any subsequent year.]

OR

[This Agreement shall <<insert date>> come>> into force on <<insert date>> and, subject to the provisions of Clause 24 below, shall continue in force unless or until <<insert party giving to the other>> not less than <<X years/months/days>> notice expiring on <<date>> or at any time thereafter.]

OR

[This Agreement shall <<insert date>> come>> into force on <<insert date>> and, subject to the provisions of Clause 24 below, shall continue in force until terminated by <<insert party giving to the other>> not less than <<X years/months/days>> prior notice.]

OR

[This Agreement shall <<insert date>> come>> into force on <<insert date>> and, subject to the provisions of Clause 24 below, shall continue in force until terminated by <<insert party giving to the other>> not less than <<X years/months/days>> prior notice.]

3. **Licence**

3.1 The Owner grants <<insert exclusive/a sole/a non-exclusive>> licence to use the Mark in the Territory in the manufacture, distribution and sale of Products, subject to the provisions of this Agreement.

3.2 [No other rights under the Mark or Copyright are granted to the Licensee and the Owner reserves the right to grant such rights to others.]

3.2.1 to use and manufacture and sell Products outside the Territory;

3.2.2 to sell itself to or for the Territory or Products incorporating the Mark otherwise by mutual agreement on any Products incorporating the Mark

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5. Title and Goodwill

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| 5.1 | The Licensee acknowledges that the Owner is the owner of the Mark and that nothing in this Agreement shall constitute an assignment or transfer of ownership. |
| 5.2 | The Licensee shall acknowledge in writing in the manner that it has any ownership in the Mark or any registered trademark used by the Licensee and the Licensee acknowledges that the use of the Mark shall not constitute an assignment or transfer of ownership. The Licensee shall see any right or interest other than its own in the Mark or any registered trademark used by the Licensee. Such specifically granted rights in the Mark or any registered trademark used by the Licensee shall remain vested in the Owner, both during the term of the license and thereafter. |
| 5.3 | Any goodwill derived from the Mark shall accrue to the Owner. The Owner shall execute a confirmatory assignment of that goodwill and the Licensee shall execute it. |
| 5.4 | The Licensee must ensure that all instances of notice of the Owner's ownership of the Mark, the Company name, and the logo set out in the Style Guide appear legibly on all Licensed Merchandise. |

6. Trade Mark Registrations

- 6.1 The Licensee must obtain registration of the Mark for any goods or services in the Territory.
- 6.2 The Licensee must obtain registration of any trade or service mark in any country which comprises the word <<insert principal word trade mark>> or word or words.
- 6.3 If the Owner becomes aware of a registration of the Mark in the Territory, the Owner shall give notice to the Licensee and will state which of the Products is covered by the registration and this Agreement. That registered mark shall be deleted to Schedule 1 from the date of such notice.
- 6.4 The Owner will pay the cost of all registrations of the Mark in the Territory and on receipt of the Licensee copies of the receipts. If the Owner does not pay the cost when due, the Licensee may pay it and, on proof of payment, recover the amount against royalties due under this Agreement.
- 6.5 The Licensee may request the Owner to consider any new trade mark for inclusion in the Products for inclusion within the Mark. If accepted by the Owner for the new trade mark in respect of any of the Products, The Owner may (in its absolute discretion) decide whether to include the new trade mark for inclusion within the Mark and whether to make applications for its registration. The cost of making and prosecuting such applications shall be borne fully by the Owner.

7. Registration of Permitted

- 7.1 The parties shall co-operate without delay in making applications jointly to the Registrar or equivalent official or body in the Territory for the registration of the Mark as a registered user of the Mark in the Territory where the Mark is used in connection with any of the Products. The parties shall so far as possible execute such further documents, make such declarations or oaths and do any act or thing as may be necessary or desirable for maintaining the registration of the Mark by the Licensee as a registered user of the Mark.
- 7.2 The Licensee shall request execute and deliver to the Owner a document to cancel any registration of the Mark by the Licensee as a registered user of the Mark.

8. Duties of the Parties

- 8.1 The Licensee must not do anything:
8.1.1 to impair the reputation of the Mark;

- 8.1.2 to diminish the value of the Mark or the Copyright; or
- 8.1.3 in any way to damage the Copyright or reduce the value of either to the
- 8.2 The Owner is not obliged to prevent the importation of goods to the Territory to which the Mark has been lawfully applied outside the Territory. The Owner shall co-operate with the Licensee in preventing the importation into the Territory of goods to which the Mark has been unlawfully applied outside the Territory.
- 8.3 The Licensee must defend against all liability, claims, causes of action, suits, damages (including reasonable legal fees and expenses) arising from the manufacture, sale, distribution or supply of Licensed Products bearing the Mark by the Licensee, except that the Licensee shall be liable against all claims that the Licensee's use of the Mark in accordance with the Agreement infringes the rights of any third party. The Licensee shall immediately inform the Owner of such claims in reasonable time and shall defend such claims, but the Licensee shall not be liable to recover lost profits from the Owner.
- 8.4 The Owner must indemnify the Licensee against all claims that the Licensee's use of the Mark in accordance with the Agreement infringes the rights of any third party. The Licensee shall immediately inform the Owner of such claims in reasonable time and shall defend such claims, but the Licensee shall not be liable to recover lost profits from the Owner.
- 8.5 The Licensee must not supply goods to which it does not have title.
- 8.6 The Licensee must defend against any attack on the validity of any registration of the Mark.
- 8.7 The Licensee shall observe the laws and practices in force or use in the Territory in order to protect the rights in the Mark.
- 8.8 The Licensee shall assist the Owner in respect of all matters affecting or relating to the Mark.
- 8.9 The Licensee will ensure that all persons who are involved in this clause are complied with by any third party with whom the Licensee has business relations, including purchaser and supplier.
- 8.10 In the event that any application for the Mark is required for this Agreement in any country in the Territory, the Licensee shall obtain such approval from the relevant Government and shall provide the Owner with a general statement of approval, together with its English translation. If any objection is made to any Government in any country in the Territory, the Licensee, which filing does not affect the validity, shall make such filing and shall make such filing within the period and notify the Owner of having made such filing.
- 8.11 The Licensee shall not manufacture or supply any Licensed Products other than those manufactured or supplied with this Agreement or those obtained, on the basis of this Agreement, by the Licensee, from the Owner at its registered office.
- 8.12 In the manufacture or supply of Licensed Products, the Licensee shall obtain all its requirements for Raw Materials from the Owner at its registered office in London or from Approved Suppliers.

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9. **Royalty**

- 9.1 The Licensee under this License shall pay to the Owner in each Royalty Year the greater of the Royalty payable by the Licensee to the Owner or the Royalty payable by the Licensee to the Owner.
- 9.2 No royalties are payable by the Licensee to the Owner for any Licensed Products purchased from the Owner or its Affiliates or its licensees if the Royalty payable by the Licensee to the Owner is already included in the price charged by the Licensee to the Owner for such Licensed Products.
- 9.3 The Royalty shall be payable by the Licensee to the Owner on the dates set out in Schedule 6 Part C ("the Payment Dates").
- 9.4 Within 30 days of the end of each Royalty Year, the Licensee must deliver to the Owner a written statement containing the following information:
- 9.4.1 the quantity of Licensed Products sold on or before the Payment Date and not sold on or after the Payment Date;
 - 9.4.2 upon the Order, the name of the Licensee's Outlets and customers to whom such Licensed Products were sold;
 - 9.4.3 the price charged by the Licensee to the Owner for such Licensed Products;
 - 9.4.4 the Net Sales Price of such Licensed Products;
 - 9.4.5 the Royalty payable by the Licensee to the Owner;
 - 9.4.6 any other payment made by the Licensee to the Owner.
- If more than one type of Licensed Product is sold, the statement must show the information separately for each type of Licensed Product.
- 9.5 The Licensee must maintain detailed records of all sales of Licensed Products to the Owner to check the accuracy of the information provided by the Licensee. Within written notice of 10 clear days, the Owner, a Nominee of the Owner, is entitled to inspect the Licensee's records during normal business hours and to take a copy of the records. If the Licensee fails to deliver a statement required by Sub-Clause 9.4 or if the Licensee's Royalties are more than 3% then the Licensee, otherwise the Owner must bear the cost.
- 9.6 Within 60 days of the end of each Royalty Year, the Licensee must deliver to the Owner a written statement signed by its finance officer but certified by its auditors certifying the total amount of the Net Sales Price of the Licensed Products sold in that year and the payment due under Sub-Clause 9.4. Such a certificate shows that the Licensee will pay to the Owner within the year covered by the certificate an amount equivalent to the difference between the Net Sales Price and the Royalty.
- 9.7 If any payment due by the Licensee to the Owner is not made by the due date, interest will accrue on the full amount of the payment due from time to time, from the due date until the date of actual payment. Payments are applied first against interest accrued to the Licensee and any balance against the amount of the payment due.
- 9.8 Payment shall be made in the currency of the country in which the sales are made or in Sterling. In the event that the

Owner requests payment for Licensed Products may have been made in Sterling, for the purpose of any Net Sale Price, at the rate of exchange to be determined on the Payment Date, or, if that is not a business day on which the

insofar as any of the Licensed Products are payable in part in a currency other than Sterling, all amounts payable under this Clause shall be converted to Sterling at the rate of exchange to be determined by Bank Plc on the relevant Payment Date. If that is not a business day, the next business day shall apply for conversion rates thereafter.

10. Taxes and Withholdings

10.1 Taxes

All sums payable hereunder shall be free of Value Added Tax (if applicable), customs duty which shall where appropriate be payable in addition. Where the Licensee is established in the EU from the Owner for the purposes of the supply of the payment is to be made, the Licensee shall provide to the due date for payment or the Licensee (if earlier) details of its own VAT registration number.

10.2 Withholdings

All sums payable by the Licensee shall be clear of any deductions or withholdings except any deductions or withholdings in the case the Licensee:

The Agreement shall be paid free and clear of any deductions or counterclaims whatsoever, except any deductions or withholdings may be required by law in which

10.2.1 shall ensure that the Required Amount is paid to the relevant taxation or other competent authority by its due date; and

which the payment is reduced ("the Required Amount" the minimum legally required;

10.2.2 shall account for the Required Amount to the relevant taxation or other competent authority by its due date; and

Amount to the relevant taxation or other competent authority by its due date; and

10.2.3 shall provide to the Owner a receipt of the Relevant Amount to the relevant taxation or other competent authority or if such receipts are not issued by the relevant authority a certificate of deduction or other equivalent evidence.

after its payment of the Required Amount, the Licensee shall provide a receipt of the relevant taxation or other competent authority or if such receipts are not issued by the relevant authority a certificate of deduction or other equivalent evidence.

11. Technical Assistance

11.1 The Owner may if it is deemed desirable to do so provide the Licensee with [artist's] technical assistance in the production of Licensed Products as follows:

or desirable to do so provide the Licensee with [artist's] technical assistance in the production of Licensed Products as follows:

11.1.1 The Owner shall provide the Licensee in the production of Licensed Products;

qualified personnel to assist the Licensee in the production of Licensed Products;

11.1.2 The Owner shall provide the Licensee with its sub-contractors to inspect the quality of Licensed Products; and

qualified personnel on the production of Licensed Products; its sub-contractors to inspect the quality of Licensed Products; and

11.1.3 The Owner shall provide the Licensee with the selection of Distribution Outlets for Licensed Products;

selection of Distribution Outlets for Licensed Products;

11.2 In providing the assistance under Clause 11.1 above, the Owner shall bear the remuneration for such assistance or inspection. All other costs shall be borne by the Licensee.

Under sub-Clause 11.1 above, the Owner shall bear the remuneration for such assistance or inspection. All other costs shall be borne by the Licensee.

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11.3 Should the Licensee require assistance from the Owner the remuneration of the assistance by the Owner and all other costs involved in providing the assistance shall be invoiced by the Owner to the Licensee at cost.

11.4 The Licensee shall submit to the Owner, twice a year, at its own expense, the Licensee's personnel and financial statements on the dates and in the manner as mutually agreed upon by the Owner and the Licensee.

11.5 Unless the Owner agrees in writing, the Licensee undertakes to use the Designs supplied by the Owner for the manufacture of Licensed Products and for the period of time during which they were supplied or submitted.

11.6 The Licensee may submit to the Owner for approval a reasonable number of new, hitherto unpublished designs by or for the Licensee with a view to their being used in the manufacture of Licensed Products of this Agreement. The Owner reserves the right to reject or approve any such designs. The designs shall be accompanied by a detailed description of the manufacturing techniques and colours proposed by the Licensee. If the Owner fails to approve any such Design within thirty (30) days of the date of the Licensee's submission, such failure shall constitute approval. The Licensee's submission must be dated and sent to the relevant department of the Owner. The procedure will be referred to the Company Secretary. This period of eighteen months from the Commencement Date.

11.7 The Licensee acknowledges that all rights in any Designs submitted by the Owner shall be and remain the property of the Owner. The Licensee undertakes at the request of the Owner to execute all documents necessary or desirable to transfer or assign all rights in any Designs submitted by the Licensee to the Owner pursuant to Sub-Clause 11.6 provided that the Licensee shall pay for the reasonable costs of the Owner in creating and maintaining the level of costs of the Designs.

12. Quality Control and Approval of Manufacture

12.1 To protect the value of the Mark and its high quality brand image, the Licensee shall use only the best materials, techniques and know-how of the highest standard in the manufacture of Licensed Products so as to ensure that the quality of Licensed Products shall be stored, packaged, marketed and distributed in a manner suitable to that quality.

12.2 The Owner shall have the right to inspect the quality of Licensed Products, and the Licensee shall follow the instructions, guidelines and standard of Quality promulgated by the Owner. The Licensee shall not unreasonably withhold its approval of the modifications to the designs suggested by the Licensee unless the suggestion would damage the age and prestige of the Mark.

Pre-Production Submission

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- 12.3 The Licensee shall submit a pre-production submission for any Licensed Products to be manufactured, sell, or otherwise use before obtaining the Owner's approval. The Licensee shall not manufacture, sell, or otherwise use any Licensed Products or Packaging Materials of all required pre-production submissions for each Licensed Product. If the Owner fails to approve any pre-production submission, the Licensee shall resubmit the submission after receipt of the Licensee's approval of the pre-production submission. All pre-production submissions must be dated and sent to the relevant department of the Company by the Licensee to the Company Secretary. This procedure will be repeated until the Owner approves the submission. This period of eighteen months from the Commencement Date shall apply to all Licensed Products.
- 12.4 A pre-production submission for any Licensed Products proposed to be manufactured and sold as Licensee's Licensed Products shall consist of, at the Licensee's option, (i) a pre-production sample, artwork showing exactly how and where the Marks, and (ii) a pre-production sample. However, if the Licensee chooses to submit a pre-production sample, the Licensee must also submit a reasonable number of pre-production samples for approval.

Production Submission App

- 12.5 The Licensee shall submit production samples of such Products, packaging and Packaging Materials as soon as such samples are available. The Licensee may manufacture, sell, market and distribute Licensed Products in accordance with the Owner's demand, the Licensee shall immediately cease the use, marketing and distribution of any Products or Packaging Materials if the Owner disapproves its production sample. If the Owner disapproves its production sample submitted by the Licensee within thirty days of the Licensee's submission, that failure shall constitute a breach of the Licensee's submission, that production sample. The arrangements for the submission of production samples shall be in the form of a written agreement agreed by the parties.

Quality Maintenance

- 12.6 The Licensee shall provide the Owner with a reasonable number of samples of Licensed Products and Packaging Materials for the Owner's periodic or random inspection. All samples furnished to the Owner shall be excluded from the Price.

Changes

- 12.7 If during the term of this License Agreement, Licensee manufactures, sells, uses, markets or distributes any Licensed Products or Packages, Licensee must comply with the provisions of Sub-Clauses 12.3 to 12.6 for such product or material, and must give the Owner sufficient time to approve or disapprove the manufacture, sale, use, marketing or distribution provided for in such product or material, which shall be mutually agreed in writing, and to discuss with the Owner the effect of any such change and to discuss

Production Facilities

12.8 The Licensee agrees to provide the Owner with the address of the Licensee's production facilities and the names of all persons or entities who are manufacturing any Licensed Products or Packaging Materials for the Licensee. The Owner, at its own expense, to visit the production facilities where any Licensed Products or Packaging Materials are manufactured for the purpose of ensuring the Licensee is adhering to the requirements of this Agreement and the nature and quality of Licensed Products and Packaging Materials used in connection therewith.

Damaged, Defective or Non-Conforming

12.9 The Licensee shall not permit any third party to distribute or use for any purpose, or to Products which are damaged, defective, second quality or do not meet any of the specifications of the Standard of Quality. If in the Owner's opinion any Products or Packaging Materials are damaged, defective, second quality or do not meet the quality standards reflected in the product specifications or the Style Guide the Licensee shall immediately cease all further production of those Products and/or Packaging Materials and take corrective action. If required, the Licensee will immediately recall any sub-standard Products or Packaging Materials from the market and the Owner approves the recall. If required, the Licensee will recall any sub-standard Products or Packaging Materials from the market and the Owner approves the recall. The cost of such recall shall be at the Owner's expense.

Nominated Representative

12.10 Any approval required by the Owner may be given by a Nominated Representative.

13. Advertising and Marketing

13.1 The Licensee understands that the advertising and marketing of Licensed Products and the use of the [insert principal word trade mark] throughout the world is essential to the success of the advertising and marketing of Licensed Products and the use of the [insert principal word trade mark] by the Owner or other licensees.

13.2 The Licensee shall:

promptly with the address of the Licensee's production facilities and the names of all persons or entities who are manufacturing any Licensed Products or Packaging Materials for the Licensee. The Owner, at its own expense, to visit the production facilities where any Licensed Products or Packaging Materials are manufactured for the purpose of ensuring the Licensee is adhering to the requirements of this Agreement and the nature and quality of Licensed Products and Packaging Materials used in connection therewith.

12.9 The Licensee shall not permit any third party to distribute or use for any purpose, or to Products which are damaged, defective, second quality or do not meet any of the specifications of the Standard of Quality. If in the Owner's opinion any Products or Packaging Materials are damaged, defective, second quality or do not meet the quality standards reflected in the product specifications or the Style Guide the Licensee shall immediately cease all further production of those Products and/or Packaging Materials and take corrective action. If required, the Licensee will immediately recall any sub-standard Products or Packaging Materials from the market and the Owner approves the recall. If required, the Licensee will recall any sub-standard Products or Packaging Materials from the market and the Owner approves the recall. The cost of such recall shall be at the Owner's expense.

12.10 Any approval required by the Owner may be given by a Nominated Representative.

13.1 The Licensee understands that the advertising and marketing of Licensed Products and the use of the [insert principal word trade mark] throughout the world is essential to the success of the advertising and marketing of Licensed Products and the use of the [insert principal word trade mark] by the Owner or other licensees.

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13.2.1 follow the guidelines for the design and publication of advertising materials for the Licensed Products as determined by the Owner upon mutual agreement for the Licensed Products.

13.2.2 send to the Owner for its prior approval as soon as is reasonably practicable the text and layout of all proposed advertisements for the Licensed Products the same as those used in the past, and in keeping with the bi-annual marketing plan approved by the Owner and the Licensee; and

13.2.3 not use any advertising material that is rejected by the Owner because the Owner considers it likely to reduce or diminish the reputation, in the Territory, of the particular Licensed Product or to be likely to confuse or mislead the public, and marketing of products sold under or by the Owner or its principal word trade mark] trade mark elsewhere. If the Owner fails to approve the text of any proposed advertisement within twenty (20) days from its receipt by the Licensee, the failure shall constitute approval of the proposed advertisement.

13.3 If the Licensee uses any advertising material that the Owner considers is in breach of Sub-Clause 13.2, the Owner may, at its discretion, by the Owner pursuant to Sub-Clause 13.2, the Licensee shall, on notice from the Owner, cease using that advertising material.

13.4 Any approval required by the Owner may be given by a Nominated Representative.

14. Sales Promotion

14.1 The Licensee shall strive to achieve maximum sales of Licensed Products and generate a high level of reputation of Licensed Products in the Territory, whilst respecting the reputation and prestige associated with the Licensed Products and the need to maintain the image of <<luxury/high quality>>.

14.2 The Licensee shall provide suitable management and personnel (including a Brand Manager and Production Controller) and the necessary resources and facilities for the manufacture, advertising and sale of Licensed Products.

14.3 The Licensee shall promote and advertise Licensed Products in the Territory.

14.4 The Licensee undertakes to spend the amounts specified in Schedule 7 in the Territory for advertising and promoting Licensed Products.

14.5 All advertising and promotion relating to Licensed Products (including without limitation advertising used at the point of sale and other advertising approved by the Owner) must be used at the point of sale and must be approved by the Owner or any third party.

14.6 The Licensee shall provide all advertising and promotion for Licensed Products, including any Packaging Materials which the Licensee may use for Licensed Products, in accordance with the provisions of Schedule 7. The Owner shall co-operate with the Licensee to create all advertising and promotion materials for Licensed Products and Packaging Materials manufactured by or on behalf of the Licensee.

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14.7 The Licensee agree to provide on request with a report giving details of advertising and promotional activities undertaken in the Territory by manufacturers, who are not required to provide the Licensed Products competing with Licensed Products provided the Licensee is not required to provide the Owner with any information which is confidential property of other persons and which the Licensee is not to use.

14.8 The Owner and the Licensee shall co-ordinate with each other in giving a uniform image in the Territory. This shall be operated by either party selling Licensed Products in the Territory. In the light of large investments in the Territory, the parties shall co-ordinate the timing of changes in the image in the Territory.

14.9 The Owner shall contribute to the costs incurred by the Licensee in advertising Licensed Products in accordance with Schedule 7. These costs shall be wholly and exclusively for the advertising and promotion of Licensed Products in the Territory.

14.10 The Owner reserves the right to audit the accounts of the Licensee to ensure that the advertising is being used in accordance with this Agreement.

15. Marketing Plan / Merchandise

15.1 The Owner and the Licensee shall agree the following terms:

15.1.1 the Licensee shall submit to the Owner by <<insert date>> in each year during the term of the Agreement a draft Marketing Plan for the Territory (including creative strategy) for the next year. The Licensee shall, without limitation, specify in the plan the products to be sold, and by geographic area within the Territory the distribution channels to be applied, the positioning of Licensed Products relative to competitive products and the promotional activities and expenditures to be incurred by the Licensee for the season to which the Marketing Plan applies.

15.1.2 the Owner shall, within two months following the submission of the draft Marketing Plan by the Licensee to the Owner, review the draft and submit a final plan. Should the Licensee request a review for this review, the Owner shall be obliged to agree to or refuse to place to be agreed between the parties. Each party shall bear its own costs for attending such meetings;

15.1.3 the Licensee shall not submit any proposed material variation to the plan without the prior written approval of the Owner of any proposed material variation to the plan, and if the Owner so requests, the Licensee shall discuss the proposed variation. The Licensee shall bear the costs of the Owner for attending the meetings and the costs of the Owner for

15.1.4 in the event of a disagreement between the Licensee and the Owner relating to any aspect of the Licensee's marketing of Licensed Products, the Owner shall at its sole discretion have the right to veto any proposed variation to the plan and, in addition, the right always to veto any proposed variation to the plan of Licensed Products by Licensee

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plans for the next year. The
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15.2.2 the Owner
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15.3 Any approval requi
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Owner and any meeting arranged
15.2 may be given by or attended

16. **Distribution**

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Mark may only be u
quality including, w
Licensed Products
Licensee according
merchandising and
Licensed Products a

ndition of this Agreement without
nto a contractual relationship with
ional reputation of the Mark, the
ording to the highest standards of
distribution, promotion and sale of
utlets specifically chosen by the
n, namely outlets whose location,
consistent with the high quality of
e and prestige of the Mark.

16.2 The Licensee sha
Distribution Outlets
Outlet until it has re

for approval full details of the
and shall not use any Distribution
n approval to that outlet.

16.3 The Owner may a
Licensee and cons
quality in the distrib

tribution Outlets selected by the
maintain the highest standards of
ts.

16.4 The Licensee will o
Outlets or other cus

orders received from Distribution
will be provided on request to the

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Owner in the form a ne most economical.

17. Compliance with Applica

Each Licensed Product di and regulations of govern time to time, and any esta and the country of destin intended.

ll comply with all applicable laws nt authorities in the Territory from ds of the EU, the country of origin the use for which the same are

18. Identification

18.1 The Licensee sha identifying marks inconspicuous man those Licensed Pr programme, the Li Products or to their

Owner's instructions for placing s or on their packaging in a can readily identify the source of institutes a different identification that identification to the Licensed y the Owner.

18.2 The Licensee is to Licensee's cost.

s for Labels from the Owner at the

18.3 The Licensee shall Certificate of Auth Owner to the Licens

ed Product sold by it shall carry a ificates shall be supplied by the censee.

19. Indemnity

19.1 The Licensee sha expenses arising o (whether obvious o injury or any infring the manufacture, s failure to comply v indemnified hereun directors, employee does not apply to P the Territory and Pr the Owner for joint p

against all claims, liabilities and ies hereunder or out of defects Products or arising from personal ne Owner or of any third party by of the Licensed Products or their and regulations. The persons ner, its Affiliates and their officers, avoidance of doubt this indemnity Licensee by the Owner for sale in n Approved Supplier appointed by and the Licensee.

19.2 The Owner shall i expenses arising o Copyright duly app infringes the rights entitled to recover lo

against all claims, liabilities and Licensee's use of the Mark or the n the provisions of this Agreement Licensee shall not, however, be

20. Infringement

20.1 Each party must pro the Territory of the

any suspected infringement within t comes to its attention.

20.2 The Owner and L prevent or terminat

mediately discuss together how to y will co-operate fully in taking all

steps required by the
of the Owner or in the
will be responsible for
to any damages, and
Licensee must use
proceedings.

ing legal proceedings in the name
Owner and the Licensee. The Owner
eedings it requires, and is entitled
awards of costs recovered. The
to assist the Owner in any legal

21. Disclosure and Confidentiality

21.1 If the Licensee or its
advisers receive confidential
Owner under this Agreement,
possession free of charge,
information and materials,
marketing strategy and

affiliates, employees, agents or
any proprietary information of the
ation which is not already in its
ity and including without limitation
Designs, the Style Guide, pricing,
information) the Licensee shall:

21.1.1 use the same
and distribute
of Licensed

to the manufacture, marketing, sale
er by itself or any sub-contractor)

21.1.2 keep the same
disclose, divulge or
(i) its officers and
engaged by the
its behalf for
employees
employees who
then in the course
such persons
substantially
Licensee under
the publication of
proprietary
contractors
covenant, duty

not at any time after such receipt
the same to any person (other than
(ii) persons ("sub-contractors")
manufacture Licensed Products for it or on
or on its behalf and officers and
being in each case officers or
necessary to know the same and
only after first having obtained from
consent in favour of the Owner
as set forth in Schedule 10). The
reasonable endeavours to prevent
all such confidential, secret or
disclosed and (ii) in the case of sub-
the Owner the said confidentiality

21.2 The obligations of
acquired by the Licensee

use will not extend to information

21.2.1 at the time of
public domain
confidentiality

or at a later date has come into, the
breach of this Clause 21 or of any
pursuant to Sub-Clause 21.1;

21.2.2 it knew prior

the other party; or

21.2.3 it received
disclose.

third party with the full right to

22. Assignment and Sub-Licensing

22.1 This Agreement is personal
transfer all or any part of
appoint sub-licensee

The Licensee must not assign or
persons under this Agreement but may
consent of the Owner.

22.2 The Owner hereby
Schedule << >> as
Agreement set out in

tment of the persons listed in
terms of the standard Sub-Licensee

- 22.3 All agreements which the Licensee enters into for performing this Agreement including but without limitation, shall be subject to the Owner's prior written approval. All such agreements shall contain provisions requiring the Licensee to comply, where appropriate, with the terms of this Agreement. Products distributed or sold by a sub-contractor in the Licensee's territory shall be supplied by the Licensee at the Net Price, the Minimum Royalty in the event of termination. The Licensee shall ensure that all its contracting parties adhere to the terms of this Agreement.
- 22.4 All such agreements shall have a term equal to the duration of this Agreement less one year, except in the stipulation for early termination in the event of termination for whatever reason.
- 22.5 The Licensee shall be liable to the Owner for the performance of this Agreement and for the actions of the Licensee's contracting parties.
- 22.6 The Licensee shall ensure that it make the personnel of all such contracting parties available for consultation with the Owner during normal business hours for the purpose of this Agreement.
- 22.7 The Owner may assign its rights under this Agreement.
- 23. Change of Control of the Licensee**
- 23.1 There is a Change of Control if:
- 23.1.1 the Licensee transfers to another person any part of its business of manufacturing or distributing the Products; or
 - 23.1.2 a majority of the share capital is sold to another person; or
 - 23.1.3 any other transaction occurs which gives effective beneficial or legal control of the Licensee to another person.
- 23.2 If there is a Change of Control, the Licensee shall request the Owner to grant a licence similar to the one granted by this Agreement with the following conditions:
- 23.2.1 the Licensee shall be bound by the terms of this Agreement; or
 - 23.2.2 the Owner has no objection to the Licensee's proposed terms or refusing.
- 23.3 The Licensee acknowledges that it is not reasonable for the Owner to refuse to grant a licence to a person who competes directly with the Owner or who is a subsidiary of a company of which competes directly with the Owner.
- 23.4 For the purpose of this Agreement, the expression "another person" includes any individual, partnership, firm, company or trustee.
- 24. Termination**
- 24.1 The Owner may terminate this Agreement immediately by giving notice to the Licensee if:
- 24.1.1 the Licensee is in breach of this Agreement;

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24.1.2 the Owner grant the Licensee the right to remedy the breach (or to the extent that the Licensee may be entitled to a remedy, to give compensation for it); and

24.1.3 the Licensee shall comply with the requirements of the notice.

24.2 The Owner may terminate this Agreement immediately by giving notice to the Licensee if the Licensee:

24.2.1 becomes insolvent, bankrupt or compounds with or makes any arrangement with its creditors for the benefit of its creditors;

24.2.2 compulsorily or voluntarily goes into liquidation, except for the purposes of reconstruction or amalgamation and with the prior written consent of the Owner;

24.2.3 has a receiver or liquidator appointed over the whole or a substantial part of its undertaking;

24.2.4 ceases or threatens to cease trading on its business.

24.3 This Agreement shall terminate automatically on a Change of Control of the Licensee.

25. Effect of Termination

25.1 When this Agreement terminates:

25.1.1 the licence to use the Mark as a trade mark copyright ceases immediately;

25.1.2 the Licensee shall not manufacture, sell or offer any products or services of any kind (whether or not related to the Mark) under the Mark or any confusingly similar mark;

25.1.3 the Licensee shall not use the Mark to any Products, even if the Mark has already been used on such Products;

25.1.4 the Licensee shall destroy or otherwise dispose of any stationery or other items or destroy any mark or which identifies the Licensee as a licensee of the Owner. In the case of any signs or other items supplied by the Owner to the Licensee, the Licensee shall return them to the Owner at Licensee's expense; and

25.1.5 the Licensee shall indemnify the Owner in cancelling any registration of the Mark and in any proceedings brought by the Owner against any third party who is an unauthorized user of the Mark.

25.2 After any termination of this Agreement:

25.2.1 the Licensee shall not, within twelve (12) months from termination, use the Mark or any mark which the Mark were applied prior to the termination. In the event of any such use, the Licensee shall account for and pay to the Owner the full amount of any sums due and interest; and

25.2.2 Clauses 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, 8.13, 8.14, 8.15, 8.16, 8.17, 8.18, 8.19, 8.20, 8.21, 8.22, 8.23, 8.24, 8.25, 8.26, 8.27, 8.28, 8.29, 8.30, 8.31, 8.32, 8.33, 8.34, 8.35, 8.36, 8.37, 8.38, 8.39, 8.40, 8.41, 8.42, 8.43, 8.44, 8.45, 8.46, 8.47, 8.48, 8.49, 8.50, 8.51, 8.52, 8.53, 8.54, 8.55, 8.56, 8.57, 8.58, 8.59, 8.60, 8.61, 8.62, 8.63, 8.64, 8.65, 8.66, 8.67, 8.68, 8.69, 8.70, 8.71, 8.72, 8.73, 8.74, 8.75, 8.76, 8.77, 8.78, 8.79, 8.80, 8.81, 8.82, 8.83, 8.84, 8.85, 8.86, 8.87, 8.88, 8.89, 8.90, 8.91, 8.92, 8.93, 8.94, 8.95, 8.96, 8.97, 8.98, 8.99, 9.00, 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, 9.08, 9.09, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15, 9.16, 9.17, 9.18, 9.19, 9.20, 9.21, 9.22, 9.23, 9.24, 9.25, 9.26, 9.27, 9.28, 9.29, 9.30, 9.31, 9.32, 9.33, 9.34, 9.35, 9.36, 9.37, 9.38, 9.39, 9.40, 9.41, 9.42, 9.43, 9.44, 9.45, 9.46, 9.47, 9.48, 9.49, 9.50, 9.51, 9.52, 9.53, 9.54, 9.55, 9.56, 9.57, 9.58, 9.59, 9.60, 9.61, 9.62, 9.63, 9.64, 9.65, 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13.99, 14.00, 14.01, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11, 14.12, 14.13, 14.14, 14.15, 14.16, 14.17, 14.18, 14.19, 14.20, 14.21, 14.22, 14.23, 14.24, 14.25, 14.26, 14.27, 14.28, 14.29, 14.30, 14.31, 14.32, 14.33, 14.34, 14.35, 14.36, 14.37, 14.38, 14.39, 14.40, 14.41, 14.42, 14.43, 14.44, 14.45, 14.46, 14.47, 14.48, 14.49, 14.50, 14.51, 14.52, 14.53, 14.54, 14.55, 14.56, 14.57, 14.58, 14.59, 14.60, 14.61, 14.62, 14.63, 14.64, 14.65, 14.66, 14.67, 14.68, 14.69, 14.70, 14.71, 14.72, 14.73, 14.74, 14.75, 14.76, 14.77, 14.78, 14.79, 14.80, 14.81, 14.82, 14.83, 14.84, 14.85, 14.86, 14.87, 14.88, 14.89, 14.90, 14.91, 14.92, 14.93, 14.94, 14.95, 14.96, 14.97, 14.98, 14.99, 15.00, 15.01, 15.02, 15.03, 15.04, 15.05, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14, 15.15, 15.16, 15.17, 15.18, 15.19, 15.20, 15.21, 15.22, 15.23, 15.24, 15.25, 15.26, 15.27, 15.28, 15.29, 15.30, 15.31, 15.32, 15.33, 15.34, 15.35, 15.36, 15.37, 15.38, 15.39, 15.40, 15.41, 15.42, 15.43, 15.44, 15.45, 15.46, 15.47, 15.48, 15.49, 15.50, 15.51, 15.52, 15.53, 15.54, 15.55, 15.56, 15.57, 15.58, 15.59, 15.60, 15.61, 15.62, 15.63, 15.64, 15.65, 15.66, 15.67, 15.68, 15.69, 15.70, 15.71, 15.72, 15.73, 15.74, 15.75, 15.76, 15.77, 15.78, 15.79, 15.80, 15.81, 15.82, 15.83, 15.84, 15.85, 15.86, 15.87, 15.88, 15.89, 15.90, 15.91, 15.92, 15.93, 15.94, 15.95, 15.96, 15.97, 15.98, 15.99, 16.00, 16.01, 16.02, 16.03, 16.04, 16.05, 16.06, 16.07, 16.08, 16.09, 16.10, 16.11, 16.12, 16.13, 16.14, 16.15, 16.16, 16.17, 16.18, 16.19, 16.20, 16.21, 16.22, 16.23, 16.24, 16.25, 16.26, 16.27, 16.28, 16.29, 16.30, 16.31, 16.32, 16.33, 16.34, 16.35, 16.36, 16.37, 16.38, 16.39, 16.40, 16.41, 16.42, 16.43, 16.44, 16.45, 16.46, 16.47, 16.48, 16.49, 16.50, 16.51, 16.52, 16.53, 16.54, 16.55, 16.56, 16.57, 16.58, 16.59, 16.60, 16.61, 16.62, 16.63, 16.64, 16.65, 16.66, 16.67, 16.68, 16.69, 16.70, 16.71, 16.72, 16.73, 16.74, 16.75, 16.76, 16.77, 16.78, 16.79, 16.80, 16.81, 16.82, 16.83, 16.84, 16.85, 16.86, 16.87, 16.88, 16.89, 16.90, 16.91, 16.92, 16.93, 16.94, 16.95, 16.96, 16.97, 16.98, 16.99, 17.00, 17.01, 17.02, 17.03, 17.04, 17.05, 17.06, 17.07, 17.08, 17.09, 17.10, 17.11, 17.12, 17.13, 17.14, 17.15, 17.16, 17.17, 17.18, 17.19, 17.20, 17.21, 17.22, 17.23, 17.24, 17.25, 17.26, 17.27, 17.28, 17.29, 17.30, 17.31, 17.32, 17.33, 17.34, 17.35, 17.36, 17.37, 17.38, 17.39, 17.40, 17.41, 17.42, 17.43, 17.44, 17.45, 17.46, 17.47, 17.48, 17.49, 17.50, 17.51, 17.52, 17.53, 17.54, 17.55, 17.56, 17.57, 17.58, 17.59, 17.60, 17.61, 17.62, 17.63, 17.64, 17.65, 17.66, 17.67, 17.68, 17.69, 17.70, 17.71, 17.72, 17.73, 17.74, 17.75, 17.76, 17.77, 17.78, 17.79, 17.80, 17.81, 17.82, 17.83, 17.84, 17.85, 17.86, 17.87, 17.88, 17.89, 17.90, 17.91, 17.92, 17.93, 17.94, 17.95, 17.96, 17.97, 17.98, 17.99, 18.00, 18.01, 18.02, 18.03, 18.04, 18.05, 18.06, 18.07, 18.08, 18.09, 18.10, 18.11, 18.12, 18.13, 18.14, 18.15, 18.16, 18.17, 18.18, 18.19, 18.20, 18.21, 18.22, 18.23, 18.24, 18.25, 18.26, 18.27, 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for which it is estimated that the
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shall nevertheless use its best
hereof provided that if the force
nths or more following notification,
may terminate this agreement by
the other party, but the notice of
ty affected by the force majeure
s before the expiry of the notice

- "force majeure" means any circumstances beyond the control of the Contractor and not within the reasonable contemplation of the Contractor, without prejudice to the generality of the foregoing, including but not limited to war or labour or raw materials, civil disorders, sabotage, strike, preparation for war, fire, explosion, epidemic or other natural physical calamities or other circumstances beyond the control of the Contractor and not within the reasonable contemplation of the Contractor.

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ents of any nature, whether in
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- it been induced to enter into this Agreement other than those contained in the Agreement freely entered into this Agreement, the Licensee, in respect of any other such case of fraud. The Licensee explained to it the effect of this Sub-

- ative unless made in writing.

- in this Agreement are cumulative
s or remedies provided by law or

- 28.2 No failure to exercise any right or remedy under this Agreement of any right or remedy under this Agreement shall impair or operate as a bar to the exercise of any other right or remedy under this Agreement.
- 28.3 No single or partial exercise of any right or remedy under this Agreement shall preclude the exercise thereof or the exercise of any other right or remedy under this Agreement.

29. Further Assistance

At any time after the date of the Agreement, either party shall, at the request and cost of the other party, execute or procure the execution of such documents and do or procure the doing of such acts and things as may reasonably require for the purpose of giving to the other party the full benefit of all the provisions of this Agreement.

30. Costs

Subject to any express provision to the contrary, each party to this Agreement shall pay its own costs of and charges in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.

31. Invalidity

If any provision of this Agreement is held to be illegal, void, invalid or unenforceable under the law of any jurisdiction, the legality, validity and enforceability of the remainder of the Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any way.

32. Notices

- 32.1 Any notice (which may include any other communication) required to be given in connection with the matters otherwise specifically provided, be in writing in the English language.
- 32.2 Any such notice shall be given as provided in Sub-Clause 32.3 below and may be:
- 32.2.1 personally delivered to the addressee or given upon delivery to the addressee's address; or
 - 32.2.2 if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting; or
 - 32.2.3 if from or to the United Kingdom, sent by pre-paid priority airmail, in which case it shall be deemed to have been given two Business Days after the date of posting; or
 - 32.2.4 sent by facsimile transmission, in which case it shall be deemed to have been given when despatched, or sent by email, in which case it shall be deemed to have been given when received.

- shall be deemed to have been received by the recipient's duly received by the sender] provided that the document is received by facsimile or email after 17.00 hours on any day and provided that the document has not been received at 09.00 on the next Business Day.
- 32.3 The addresses and details referred to in Sub-Clause 32.2 are, subject to Sub-Clause 32.4, to be those of the party referred to in Sub-Clause 32.2.
- Name: << >>
[For the attention of << >>]
Address: << >>
Facsimile number: << >>
Email address: << >>
- Name: << >>
[For the attention of << >>]
Address: << >>
Facsimile number: << >>
Email address: << >>
- 32.4 Any party to this Agreement shall notify the other parties of any change to the address or any of the details referred to in Sub-Clause 32.3, provided that such notification shall be made within five Business Days of the change, whichever is later << >> [, and in the United Kingdom].
33. **Time of the Essence**
- Any time, date or period mentioned in this Agreement between the parties shall be of the essence, except as expressly provided, as to any time, date or period so mentioned, time shall be of the essence.
34. **Relationship of the Parties**
- 34.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties, except as expressly provided, shall it constitute, or be deemed to constitute, the agent of any other party for any purpose.
- 34.2 Subject to any express provision to the contrary in this Agreement, the Licensee shall have no authority to enter into any contract, make any warranty, incur any liability, or assume any obligation, implied, of any kind on behalf of the Owner or bind the Owner in any way.
35. **Liability for the Acts and Omissions of the Licensee**
- Any act or omission of any employee, contractor, representative or agent of the Licensee in the performance of this Agreement shall be considered in relation to the Licensee and not the Owner or omission of the Licensee.

36. **Law and Jurisdiction**

- 36.1 This Agreement (including all matters and obligations arising therefrom or associated with it) shall be governed by, and construed in accordance with, the law of England and Wales.
- 36.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including all matters and obligations arising therefrom or associated with it) shall be referred to and determined within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written

SIGNED by
<<Name and Title of person signing>>
for and on behalf of <<Owner's Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of person signing>>
for and on behalf of <<Licensee's Name>>

In the presence of
<<Name & Address of Witness>>

<< >>

(Registration Territory)

<< >>

(Representation Marks)

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PART A
Royalty Percentage Rate

<< >>

PART B
Minimum Royalty

<< >>

PART C
Payment Dates

<< >>

Year 1

<< >>

Year 2

<< >>

Year 3
<< >>

CONFIDENTIALITY COVENANT

THIS DEED OF COVENANT is dated

BETWEEN:

(1) <<The Owner>> whose registered address is << >> ("the Owner")
and

(2) <<insert details of sub-contractor>> ("the Sub-Contractor")

In consideration of the Owner contracting with the Sub-Contractor to provide the Information (as defined below) to the Sub-Contractor, it is agreed that the Sub-Contractor shall

1. Definitions

1.1 In this Confidentiality Covenant, the following definitions shall apply:

"Information" means all confidential, secret or proprietary information of the Owner, including but not limited to, information relating to the attention of the Sub-Contractor, the result of the Manufacturing Contract and the Designs and the Style Guide;

"Manufacturing Contract" means the contract entered into between the Sub-contractor and << >> for the manufacture of the Products;

"Designs" means all designs, drawings, models and prototypes of Products produced by the Sub-Contractor;

"Products" means the Products specified in Schedule 4;

"Style Guide" means the Identity Manual for use of the Products including any amendments or additions made by the Owner to the Licensee from time to time. Any amendments or additions will be treated as amendments from the date of such notice and the Sub-Contractor shall endeavour to comply with such amendments promptly.

2. Covenants

2.1 The Sub-contractor shall covenant with the Owner that it shall:

2.1.1 use the Information to perform its obligations under the Manufacturing Contract;

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2.1.2 keep the Information confidential and not at any time after receipt disclose, divulge, or otherwise make available to any person other than officers or employees of the Contractor whose position makes it necessary to know the same;

2.1.3 use all reasonable endeavours to prevent the publication or disclosure of the Information and all documents or materials derived therefrom to be kept in place within its premises;

2.1.4 immediately upon termination or expiry of the Manufacturing Contract:

2.1.4.1 deliver to the Contractor or other person nominated in writing all documents and all reproductions or copies of the Information ever stored; and

2.1.4.2 cease to use the Information.

3. Exclusions

3.1 The obligations in this Agreement shall not apply in respect of any part of the Information which:

3.1.1 is in or comes into the possession of the Contractor but not by reason of an unlawful act or omission by the Contractor;

3.1.2 at the date of the Manufacturing Contract was in the possession of the Sub-contractor from whom it was obtained in confidence;

3.1.3 is made available to the Contractor by a third party without any obligation of confidentiality;

3.1.4 is required by law to be disclosed.

4. Law and Jurisdiction

4.1 This Agreement (including any dispute arising therefrom or associated with its performance) shall be governed by, and construed in accordance with, the law of England and Wales.

4.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute arising therefrom or associated with its performance) shall be referred to and determined within the jurisdiction of the courts of England and Wales.

Signed by << >>

and by << >>.....
and thereby executed as a Deed by the Contractor>>

Signed by << >>.....

and by << >>.....
and thereby executed as a Deed by the Contractor>>

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