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| Trademark and Copyright Licence Agreement |

between

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| Fédération Européenne du Verre d'Emballage (FEVE)  as Licensor  and  Ardagh Glass Packaging Holdings Sarl  as Licensee |

relating to the licence of a trademark and copyrights

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CONTENTS

[1. Definitions 1](#_Toc37168507)

[2. Licence 2](#_Toc37168508)

[3. Obligations of the Licensee 3](#_Toc37168509)

[4. Approval 3](#_Toc37168510)

[5. Recordal of Licence 4](#_Toc37168511)

[6. Warranties 5](#_Toc37168512)

[7. Quality Control 5](#_Toc37168513)

[8. Infringement 5](#_Toc37168514)

[9. Termination 5](#_Toc37168515)

[10. Consequence of Termination 6](#_Toc37168516)

[11. Miscellaneous Provisions 7](#_Toc37168517)

[SCHEDULE 1 : THE TRADEMARK AND JAR LOGO 9](#_Toc37168518)

[SCHEDULE 2 : VISUAL IDENTITY GUIDELINES 10](#_Toc37168519)

SCHEDULE 3 : TEMPLATE SUB-LICENCE AGREEMENT…………………………………………. 14

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| **THIS TRADEMARK AND COPYRIGHT LICENCE AGREEMENT** is dated and made |

BETWEEN:

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| (1) **FÉDÉRATION EUROPÉENNE DU VERRE D**’**EMBALLAGE (FEVE) AISBL**, (the “Licensor”), an international non-profit association registered in Belgium under number 0417.651.811 and having its registered office at Avenue Louise 89, box 4, 1050 Brussels; and  (2) **ARDAGH GLASS PACKAGING HOLDINGS SARL**, (the “Licensee“), registered in Luxembourg under company number B251838 and having its registered office at 56, rue Charles Martel, 2134 Luxembourg, with its business address at Ardagh House, South County Business Park, Leopardstown, Dublin 18, Ireland. |

**BACKGROUND:**

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| (A) The Licensor is the Federation of European manufacturers of glass containers and machine-made glass. The Licensor has some 60 corporate members belonging to approximately 20 independent corporate groups. |
| (B) The Licensee is a member of the Licensor and is specialized in the manufacturing of beverage and food glass packaging.  (C) The Licensor has registered a figurative trademark (the “Trademark”, hereafter further defined and illustrated). The scope (“Scope”) of the Trademark is to communicate some key environmental, product quality and taste preservation assets of glass as a packaging solution, more specifically the recyclability of container glass as well as its ability to optimally preserve the content as a result of its inert nature. The Trademark does not express or claim any other product characteristics such as minimum recycled content or regarding the production process. The Scope is explained further on the website [www.glasshallmark.com](http://www.glasshallmark.com).  (D) The Licensor wishes to allow the glass-container and machine-made glass industry and their customers to use the Trademark on pack (meaning on the bottle or jar, on the label, decorated, printed, embossed, etc.) of their products and off pack (on communication tools like website, leaflets, etc.).  (E) The Licensor is also the owner of copyrights on another logo (the “Jar Logo”, hereafter further defined and illustrated). The purpose and Scope of the Jar Logo is the same as for the Trademark but when used on jar packaging.  (F) The Licensee would like to use the Trademark and the Jar Logo on its products.  (G) The Licensor is willing to grant a non-exclusive licence to the Licensee under the terms and conditions set forth in this Agreement. |
|  |

**THE PARTIES AGREE THAT:**

# Definitions

* + 1. In this Agreement, the following words and phrases shall have the following meanings:

“Affiliate(s) and Subsidiar(y/ies)” means any company that is part of the group structure to which Licensee belongs.

“Agreement” means this Trademark and Copyright Licence Agreement and all its schedules.

“Commencement Date” means the date of last signature by any party to this Agreement.

“Jar Logo” means the logo set out in Schedule 1 to this Agreement which is protected by copyrights owned by the Licensor and which the Licensee is permitted to use under the terms of this Agreement.

“Licence” means a non-exclusive, revocable and royalty-free licence granted by the Licensor to the Licensee to use the Trademark [and] [the Jar Logo], including the related goodwill, under the terms and conditions of this Agreement, including the Visual Identity Guidelines (provided under Schedule 2); for the sake of clarity the Licence is limited to the products and services for which the Trademark is registered.

“Purposes” means the purposes for which the Trademark and the Jar Logo can be used by the Licensee under this Agreement, i.e. as an industry-wide visual addition to glass containers to link the glass container with the Scope.

“Trademark” means the figurative trademark of the Licensor set out in Schedule 1 to this Agreement and registered as an EU trademark with application date 07 July 2020 and registration date 11 September 2020 under no. 018222248, which the Licensee is permitted to use under the terms of this Agreement.

“Visual Identity Guidelines” means the branding guidelines of FEVE, as set out in Schedule 2 and as amended and communicated to the Licensee by the Licensor from time to time.

## In this Agreement:

## a person includes an individual, a corporate body (wherever incorporated), an unincorporated association, a partnership, a government or a governmental body;

## a document is a reference to that document as modified or replaced from time to time;

## a person includes a reference to that person's legal personal representatives, successors and permitted assigns; and

## a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Agreement; and

## the headings do not affect the interpretation of this Agreement.

# Licence

* + 1. The Licensor hereby grants to the Licensee, who hereby accepts, the Licence to use the Trademark and the Jar Logo solely for the Purposes subject to the terms of this Agreement.

## The Licence granted under this Agreement shall commence on the Commencement Date and shall continue until terminated as provided for herein.

## Notwithstanding Clause 2.4, Licensee shall be entitled to sub-license the rights granted in this Agreement without the prior written consent of the Licensor (i) to all its Affiliates and Subsidiaries or (ii) to subcontractors and service providers in the context of services provided to the Licensee, in which event the actions or omissions of such sub-licensees shall be deemed to be the actions or omissions of the Licensee.

## The Licensee shall not be entitled to sub-license the rights granted in this Agreement without the prior written consent of the Licensor and the Licensee shall be obliged to use the template of Sub-Licence Agreement as provided in Schedule 3 to this Agreement.

## For the avoidance of doubt, no Sub-License Agreement or consent of Licensor shall be required for the mere resale or use, including the filling, of products already containing the Trademark without additional or other use of the Trademark by Licensee’s customer.

## The Licensee acknowledges that the Licensor is the exclusive owner of all right, title and interest in and to the Trademark and the Jar Logo and nothing contained in this Agreement shall give the Licensee (or any sub-licensee, where appropriate) any right, title or interest in and to the Trademark and the Jar Logo other than as expressly provided for in this Agreement.

## The Licensor shall at its own discretion decide whether or not to renew the Trademark. If the Licensor decides not to do so, this Agreement shall be terminated automatically.

# Obligations of the Licensee

* + 1. The Licensee shall only use the Trademark and the Jar Logo in accordance with and in the manner and form set out in the Visual Identity Guidelines set out in Schedule 2. Where the Visual Identity Guidelines are updated, altered or replaced by the Licensor from time to time, the Licensee shall ensure that its use of the Trademark [and] [the Jar Logo] conforms to this new version of the Visual Identity Guidelines within a reasonable timeframe of being notified of the changes by the Licensor. This is in any case not before the end life of the respective mould that contains the Trademark or Jar Logo. For the avoidance of doubt, Licensee shall not be prevented from selling products that were produced using this mould.
    2. The Licensee shall only use or display the Trademark and the Jar Logo as registered and/or as provided in Schedule 1.
    3. The Licensee shall not:

3.3.1 use the Trademark and the Jar Logo as part of any corporate, trading, business, domain name or meta-tag of the Licensee or, where appropriate, of any sub-licensee; for the sake of clarity, the Licensee shall be entitled to use the Trademark [and][the Jar Logo] together with its own trademarks, company names or business names but shall not be entitled to incorporate the Trademarks and the Jar Logo in those;

3.3.2 use the Trademark and the Jar Logo as its main (or only) trade name, logo or other sign to designate its products and services;

3.3.3 use the Trademark and the Jar Logo other than for purposes of its use in relation to the Purposes as provided for under this Agreement.

3.3.4 use any other trademark, name, logo, device or design so resembling the Trademark and the Jar Logo as to be likely to cause confusion;

3.3.5 represent to any party that it holds any rights, title or interest in and to the Trademark and the Jar Logo beyond those expressly granted to the Licensee under this Agreement;

3.3.6 do, or omit to do, anything which impairs the registrations of, and/or the rights of the Licensor in the Trademark and the Jar Logo or which debases or reduces the commercial value of the Trademark and the Jar Logo;

3.3.7 do, or omit to do, anything which damages or dilutes the value, reputation or goodwill of the Licensor in and to the Trademark and the Jar Logo;

3.3.8 The Licensee shall not at any time, whether during or after the end of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate, any of the Licensor's rights in the Trademark and the Jar Logo or any registrations derived from such rights. For the avoidance of doubt, this includes the obligation to not apply for or hold anywhere in the world any applications or registrations for trademarks, names, logos, devices or designs in respect of any products or services which contain or consist of the Trademark and the Jar Logo or any confusingly similar signs (and shall not authorise or assist any third party, including, where appropriate, any sub-licensee, to do so).

* + 1. Upon simple request by Licensor, Licensee shall inform Licensor of the way the Trademark was used for one or more of its products, as identified by Licensor in its request, and why it considers such use to be in accordance with the Purposes.
    2. In the event Licensor informs Licensee that it considers certain use of the Trademark to not be in accordance with the Purposes, Licensee shall take all reasonable measures as soon as reasonably possible to remedy the issue raised by Licensor.

# Recording of Licence

* + 1. At the request of Licensor, the Licensee shall give all reasonable assistance for purposes of recording this Agreement as a licence or for purposes of recording the Licensee as a permitted user of the Trademark. All costs incurred in this regard shall be borne by the Licensee.
    2. Upon termination of the Licence granted under this Agreement, the Licensee shall at the request of the Licensor do all things necessary to ensure that any recording of this Agreement as a licence or of the Licensee as a permitted user of the Trademark is removed or cancelled. All costs incurred in this regard shall be borne by the Licensor.

# Warranties

* + 1. Licensor warrants to the Licensee that it is the exclusive owner of the Trademark and the Jar Logo.
    2. Other than as provided for under this clause, Licensor gives no warranties or representations in respect of the Trademark and the Jar Logo and excludes all implied warranties or representations to the fullest extent permitted by law.

# Infringement

* + 1. The Licensee shall promptly inform Licensor of any attack on the validity or any infringement of the Trademark and the Jar Logo which comes to its attention.
    2. The Licensee shall not take any steps or make any admissions regarding any infringement of the Trademark and the Jar Logo, but shall provide, at the cost of Licensor, all assistance which Licensor may reasonably request in taking any steps against any infringement of, or other proceedings instituted against, the Trademark and the Jar Logo. Licensor shall be responsible for the cost of any legal proceedings which it requires, and shall be entitled to any damages, account of profits or costs which may be obtained or awarded. Insofar as the Licensor is compensated for the damage incurred by the Licensee, the Licensor shall use this compensation to benefit the goodwill of the Trademark.

# Termination

* + 1. The Licence granted under this Agreement shall continue for an indefinite term, except if one of the cases mentioned in the clause 7.2 occurs.
    2. Notwithstanding any other provision contained in this Agreement, Licensor will have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the Licensee if:

7.2.1 the Licensee is in material breach of this Agreement and has failed to remedy such breach within 14 days of receiving written notice thereof;

7.2.2 any change in any applicable laws or regulations makes continuation of this Agreement or the ability of the Licensee (or, where appropriate, any sub-licensee) to perform its obligations or to use the Trademark and the Jar Logo under this Agreement and in the manner required by Licensor impossible or unlawful;

7.2.3 the Licensee:

* + - * 1. is unable to pay its debts or becomes insolvent;
        2. is the subject of any form of seizure or an order made or a resolution passed for the administration, winding-up or dissolution;
        3. has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
        4. enters into or proposes any composition or arrangement with, or assignment for the benefit of, its creditors generally; or
        5. is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction;

7.2.4 the Licensee ceases or threatens to cease to carry on its business; or

7.2.5 the Licensee challenges the validity or ownership of the Trademark and the Jar Logo or files an application in its own name for the Trademark or any sign that contains the Trademark and the Jar Logo; or any sign that is confusingly similar to the Trademark and the Jar Logo or assists any person to do any of the foregoing.

* + 1. Either party may terminate this Agreement on giving the other party at least 30 days written notice.
    2. Termination howsoever occasioned shall be without prejudice to any rights of the other party that have or may have accrued prior to termination. Further, clause 4- Recording of licence shall survive termination of this Agreement.

# Consequence of Termination

* + 1. On termination of this Agreement, the Licensee shall:

8.1.1 cease and desist from using the Trademark and the Jar Logo (and putting it on its products) as soon as a conversion of the production runs is economically, technically and actually reasonable. This is in any case not before the end of life of the respective mould that contains the Trademark or Jar Logo. Products already produced with the Trademark or Jar Logo (stock goods) can be sold and used for an unlimited period of time; and

8.1.2 return all documents and information regarding, referring or relating to the Trademark and the Jar Logo, including all secret and proprietary information of Licensor and all promotional material and documents, including all copies thereof, and shall undertake not to use such documents and information for any purpose or in any manner after all products already produced with the Trademark or Jar Logo (stock goods) have been sold or otherwise commercially exploited; and

8.1.3 immediately terminate all sub-license agreements which the Licensee may have executed under clause 2 of this Agreement and confirm the same to Licensor.

# Miscellaneous Provisions

* + 1. **Notices**

Any notice or other document to be served under this Agreement to a party may be delivered or sent by post or facsimile to the party to be served at its address set out below:

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| --- | --- |
| (a) to FEVE at: | (b) to the Licensee at: |
| Avenue Louise, 89, box 4, 1050 Brussels, Belgium | Ardagh House, South County Business Park, Leopardstown, Dublin 18, Ireland |
| E-mail: m.delleselve@feve.org | E-mail: barbara.macialczyk@ardaghgroup.com  and  AGLegalNotices@ardaghgroup.com |
| Marked for attention of: Michael Delle Selve, | Marked for attention of: Barbara Macialczyk, |

or at any other address or facsimile number or to any other addressee as it may have notified to either party in accordance with this clause. Any notice or other document sent by post will be sent by prepaid first class recorded delivery post.

* + 1. **Announcements**

The making of any press release or other public statement or disclosure concerning this Agreement or any of the matters contemplated by this Agreement shall be subject of mutual agreement between the two parties that will frame one or a series of communication activities and the content to be shared. Parties shall make their best efforts to reach such a mutual agreement without the discussion being too cumbersome nor time-consuming.

* + 1. **Personal nature of Agreement**

The Agreement is personal to the Licensee and the Licensee may not assign, pledge, dispose of or otherwise transfer all or any of its rights or benefits under this Agreement without the prior written consent of Licensor. Licensor may, in its sole discretion and without the consent of the Licensee, assign the benefit of, and may delegate any of its duties under, this Agreement.

* + 1. **Entire Agreement and variation**

This Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the parties prior to this Agreement and constitutes the entire understanding between the parties in relation to its subject matter. Except as otherwise provided herein, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of both parties.

* + 1. **Further assurance**

Each party shall, at the request of the other party and at its own expense, do or procure the doing of all things that may be required to give full effect to this Agreement, including the execution of any documents.

* + 1. **Severability**

If any, or any part of any, term of this Agreement is determined by any competent authority to be illegal, invalid or unenforceable in any jurisdiction, such term shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

* + 1. **No partnership or agency**

9.7.1 Nothing in this Agreement shall be deemed to constitute a partnership between the parties, nor constitute either party the agent of the other party for any purpose.

9.7.2 Neither party shall have any right or authority to nor shall do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other party nor shall it bind the other party in any way or hold itself out as being connected with or acting in any capacity on behalf of the other party

* + 1. **Waiver**

The rights of each party under this Agreement:

- may be exercised as often as necessary;

- are cumulative and not exclusive of rights or remedies provided by law; and

- may be waived only in writing and specifically.

Failure or delay in exercising or non-exercise of any such right or remedy shall not impair or operate as a waiver of that right or remedy.

* + 1. **Costs**

Each party will pay the costs and expenses incurred by it in connection with the negotiation, entering into and execution of this Agreement.

* + 1. **Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with Belgian law and the parties irrevocably submit to the exclusive jurisdiction of the courts of Brussels.

This Agreement has been made in two originals; each party acknowledging having received one original.

**For the Licensor For the Licensee**

Represented by Represented by John Sheehan

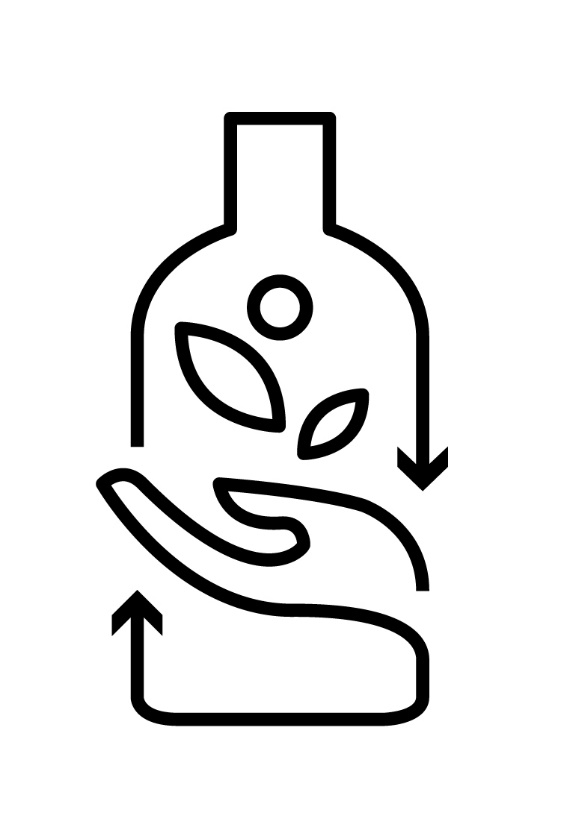
In his/her capacity as In his capacity as Director

Represented by Michael Leonard

In his capacity as Director

* 1. : the TRADEMARK AND JAR LOGO

The Glass Trademark:



The Jar Version Hallmark:



User Guidelines are available on request on [www.glasshallmark.com](http://www.glasshallmark.com)

SCHEDULE 2: VISUAL IDENTITY GUIDANCE

The Visual Identity Guidance is provided separately as part of the toolkit from the FEVE Secretariat or the FEVE members companies.

SCHEDULE 3: TEMPLATE OF SUB-LICENCE AGREEMENT

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| **THIS TRADEMARK [AND COPYRIGHT] SUBLICENCE AGREEMENT** is dated and made |

BETWEEN:

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| (1) **[...]**, (the “Licensee“), registered in [country] under company number ● and having its registered office at ●; and  (2) **[...]**, (the “Sublicensee“), registered in [country] under company number ● and having its registered office at ●. |

**BACKGROUND:**

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| 1. The Licensee is a [member of the Licensor/company] which [description of the activities of the Licensee]. The Licensee has licensed the right to use the Trademark [and the Jar Logo] in accordance with the Trademark and Copyright Licence Agreement (the “Agreement”) it has concluded with FEVE on [date]. A copy of this Agreement is attached to this agreement in **Annex 1**. The words, phrases and definitions used in this Trademark [and Copyright] Sublicence Agreement (the “Contract”) shall have the same meanings as in the Agreement. 2. The Licensee wishes to allow its customers to use the Trademark on pack (meaning on the label, decorated, printed, etc.) of their products and off pack (on communication tools like website, leaflets, etc.). 3. The Sublicensee would like to use the Trademark [and][the Jar Logo] on its products in addition to any Trademark [and][the Jar Logo] already added to the glass container by Licensee. 4. The Licensee is willing to grant a non-exclusive sublicence to the Sublicensee under the terms and conditions set forth in this Contract. |
|  |

**THE PARTIES AGREE THAT:**

# Definitions

* + 1. In this Contract, the words, phrases and definitions shall have the same meanings as in the Agreement unless indicated otherwise in this Contract.

## In this Contract:

## a person includes an individual, a corporate body (wherever incorporated), an unincorporated association, a partnership, a government or a governmental body;

## a document is a reference to that document as modified or replaced from time to time;

## a person includes a reference to that person's legal personal representatives, successors and permitted assigns; and

## a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Contract; and

## the headings do not affect the interpretation of this Contract.

# Sublicence

* + 1. The Licensee hereby grants to the Sublicensee, who hereby accepts, the Sublicence to use the Trademark [and] [the Jar Logo] solely for the Purposes subject to the terms of this Contract.

## The Licence granted under this Contract shall commence on the Commencement Date and shall continue until terminated as provided for herein.

## Notwithstanding Clause 2.4, Sublicensee shall be entitled to sub-license the rights granted in this Contract without the prior written consent of the Licensee to all its Affiliates and Subsidiaries in which event the actions or omissions of such sub-licensees shall be deemed to be the actions or omissions of the Sublicensee.

## The Sublicensee shall not be entitled to further sub-license the rights granted in this Contract without the prior written consent of the Licensee or the Licensor and the Licensee shall be obliged to use the template used for this Contract.

## For the avoidance of doubt, no such contract or consent of Licensor shall be required for the mere resale or use, including the filling, of products already containing the Trademark without additional or other use of the Trademark by Sublicensee’s customer.

## If the Licensee decides to terminate the Contract or the Licensor decides not to renew the Trademark, this Contract shall be terminated automatically.

# Obligations of the Sublicensee

* + 1. The Sublicensee shall only use the Trademark [and] [the Jar Logo] in accordance with and in the manner and form set out in the Visual Identity Guidelines set out in Schedule 2 to the Agreement. Where the Visual Identity Guidelines are updated, altered or replaced by the Licensor from time to time, the Sublicensee shall ensure that its use of the Trademark [and] [the Jar Logo] conforms to this new version of the Visual Identity Guidelines within a reasonable timeframe of being notified of the changes by the Licensee or Licensor.
    2. The Sublicensee shall only use or display the Trademark [and][the Jar Logo] as registered and[/or] as provided in Schedule 1 to the Agreement.
    3. The Sublicensee shall not:

3.3.1 use the Trademark [and][the Jar Logo] as part of any corporate, trading, business, domain name or meta-tag of the Sublicensee or, where appropriate, of any further sub-licensee; for the sake of clarity, the Sublicensee shall be entitled to use the Trademark [and][the Jar Logo] together with its own trademarks, company names or business names but shall not be entitled to incorporate the Trademarks [and][the Jar Logo] in those;

3.3.2 use the Trademark [and][the Jar Logo] as its main (or only) trade name, logo or other sign to designate its products and services;

3.3.3 use the Trademark [and][the Jar Logo] other than for purposes of its use in relation to the Purposes as provided for under this Agreement.

3.3.4 use any other trade mark, name, logo, device or design so resembling the Trademark [and][the Jar Logo] as to be likely to cause confusion;

3.3.5 represent to any party that it holds any rights, title or interest in and to the Trademark [and][the Jar Logo] beyond those expressly granted to the Sublicensee under this Contract;

3.3.6 do, or omit to do, anything which impairs the registrations of, and/or the rights of the Licensor in the Trademark [and][the Jar Logo] or which debases or reduces the commercial value of the Trademark [and][the Jar Logo];

3.3.7 do, or omit to do, anything which damages or dilutes the value, reputation or goodwill of the Licensor in and to the Trademark [and][the Jar Logo];

3.3.8 The Sublicensee shall not at any time, whether during or after the end of this Contract, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate, any of the Licensor's rights in the Trademark [and][the Jar Logo] or any registrations derived from such rights. For the avoidance of doubt, this includes the obligation to not apply for or hold anywhere in the world any applications or registrations for trademarks, names, logos, devices or designs in respect of any products or services which contain or consist of the Trademark [and][the Jar Logo] or any confusingly similar signs (and shall not authorise or assist any third party, including, where appropriate, any sub-licensee, to do so).

* + 1. Upon simple request by Licensee, Sublicensee shall inform Licensor of the way the Trademark was used for one or more of its products, as identified by Licensee in its request, and why it considers such use to be in accordance with the Purposes.
    2. In the event Licensee informs Sublicensee that it considers certain use of the Trademark to not be in accordance with the Purposes, Sublicensee shall take all reasonable measures as soon as reasonably possible to remedy the issue raised by Licensee.

# Recording of Licence

* + 1. At the request of Licensor, the Sublicensee shall give all reasonable assistance for purposes of recording this Contract as a licence or for purposes of recording the Sublicensee as a permitted user of the Trademark. All costs incurred in this regard shall be borne by the Sublicensee.
    2. Upon termination of the Sublicence granted under this Contract, the Sublicensee shall at the request of the Licensee do all things necessary to ensure that any recording of this Contract as a sublicence or of the Sublicensee as a permitted user of the Trademark is removed or cancelled. All costs incurred in this regard shall be borne by the Licensor.

# Warranties

* + 1. Licensee warrants to the Sublicensee that it a licensee of the Trademark [and][the Jar Logo].
    2. Other than as provided for under this clause, Licensee gives no warranties or representations in respect of the Trademark [and][the Jar Logo] and excludes all implied warranties or representations to the fullest extent permitted by law.

# Infringement

* + 1. The Sublicensee shall promptly inform Licensee of any attack on the validity or any infringement of the Trademark [and][the Jar Logo] which comes to its attention.
    2. The Sublicensee shall not take any steps or make any admissions regarding any infringement of the Trademark [and][the Jar Logo], but shall provide, at the cost of Licensee, all assistance which Licensee may reasonably request in taking any steps against any infringement of, or other proceedings instituted against, the Trademark [and][the Jar Logo]. Licensee shall be responsible for the cost of any legal proceedings which it requires, and shall be entitled to any damages, account of profits or costs which may be obtained or awarded.

# Termination

* + 1. The Sublicence granted under this Contract shall continue for an indefinite term, except if one of the cases mentioned in the clause 7.2 occurs.
    2. Notwithstanding any other provision contained in this Contract, Licensee will have the right, without prejudice to its other rights or remedies, to terminate this Contract immediately by written notice to the Sublicensee if:

7.2.1 the Sublicensee is in material breach of this Contract and has failed to remedy such breach within 14 days of receiving written notice thereof;

7.2.2 any change in any applicable laws or regulations makes continuation of this Contract or the ability of the Sublicensee (or, where appropriate, any further sub-licensee) to perform its obligations or to use the Trademark [and][the Jar Logo] under this Contract and in the manner required by Licensor impossible or unlawful;

7.2.3 the Sublicensee:

* + - * 1. is unable to pay its debts or becomes insolvent;
        2. is the subject of any form of seizure or an order made or a resolution passed for the administration, winding-up or dissolution;
        3. has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
        4. enters into or proposes any composition or arrangement with, or assignment for the benefit of, its creditors generally; or
        5. is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction;

7.2.4 the Sublicensee ceases or threatens to cease to carry on its business; or

7.2.5 the Sublicensee challenges the validity or ownership of the Trademark [and][the Jar Logo] or files an application in its own name for the Trademark or any sign that contains the Trademark [and][the Jar Logo]; or any sign that is confusingly similar to the Trademark [and][the Jar Logo] or assists any person to do any of the foregoing.

* + 1. Either party may terminate this Contract on giving the other party at least 30 days written notice.
    2. Termination howsoever occasioned shall be without prejudice to any rights of the other party that have or may have accrued prior to termination. Further, clause 4- Recording of licence shall survive termination of this Contract.

# Consequence of Termination

* + 1. On termination of this Contract, the Sublicensee shall:

8.1.1 cease and desist from using the Trademark [and][the Jar Logo] (and putting it on its products) as soon as a conversion of the production runs is economically, technically and actually reasonable. Products already produced with the Trademark or Jar Logo (stock goods) can be sold and used for an unlimited period of time; and

8.1.2 return all documents and information regarding, referring or relating to the Trademark [and][the Jar Logo], including all secret and proprietary information of Licensee and all promotional material and documents, including all copies thereof, and shall undertake not to use such documents and information for any purpose or in any manner after all products already produced with the Trademark or Jar Logo (stock goods) have been sold or otherwise commercially exploited; and

8.1.3 immediately terminate all further sub-license agreements which the Sublicensee may have executed under clause 2 of this Agreement and confirm the same to Licensor.

# Miscellaneous Provisions

* + 1. **Notices**

Any notice or other document to be served under this Contract to a party may be delivered or sent by post or facsimile to the party to be served at its address set out below:

|  |  |
| --- | --- |
| (a) to the Licensee at: | (b) to the Sublicensee at: |
| [●] | [●] |
| E-mail: [●] | E-mail: [●] |
| Marked for attention of: [●], | Marked for attention of: [●], |

or at any other address or facsimile number or to any other addressee as it may have notified to either party in accordance with this clause. Any notice or other document sent by post will be sent by prepaid first class recorded delivery post.

* + 1. **Announcements**

The making of any press release or other public statement or disclosure concerning this Contract or any of the matters contemplated by this Contract shall be subject of mutual agreement between the two parties that will frame one or a series of communication activities and the content to be shared and shall be in accordance with Clause 9.2 of the Agreement. Parties shall make their best efforts to reach such a mutual agreement without the discussion being too cumbersome nor time-consuming.

* + 1. **Personal nature of Agreement**

The Contract is personal to the Sublicensee and the Sublicensee may not assign, pledge, dispose of or otherwise transfer all or any of its rights or benefits under this Contract without the prior written consent of Licensee. Licensee may, in its sole discretion and without the consent of the Sublicensee, assign the benefit of, and may delegate any of its duties under, this Contract.

* + 1. **Entire Agreement and variation**

This Contract supersedes any arrangements, understandings, promises or agreements made or existing between the parties prior to this Contract and constitutes the entire understanding between the parties in relation to its subject matter. Except as otherwise provided herein, no addition, amendment to or modification of this Contract shall be effective unless it is in writing and signed by and on behalf of both parties.

* + 1. **Further assurance**

Each party shall, at the request of the other party and at its own expense, do or procure the doing of all things that may be required to give full effect to this Contract, including the execution of any documents.

* + 1. **Severability**

If any, or any part of any, term of this Contract is determined by any competent authority to be illegal, invalid or unenforceable in any jurisdiction, such term shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

* + 1. **No partnership or agency**

9.7.1 Nothing in this Contract shall be deemed to constitute a partnership between the parties, nor constitute either party the agent of the other party for any purpose.

9.7.2 Neither party shall have any right or authority to nor shall do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other party nor shall it bind the other party in any way or hold itself out as being connected with or acting in any capacity on behalf of the other party

* + 1. **Waiver**

The rights of each party under this Contract:

- may be exercised as often as necessary;

- are cumulative and not exclusive of rights or remedies provided by law; and

- may be waived only in writing and specifically.

Failure or delay in exercising or non-exercise of any such right or remedy shall not impair or operate as a waiver of that right or remedy.

* + 1. **Costs**

Each party will pay the costs and expenses incurred by it in connection with the negotiation, entering into and execution of this Contract.

* + 1. **Governing law and jurisdiction**

This Contract shall be governed by and construed in accordance with [applicable law] and the parties irrevocably submit to the exclusive jurisdiction of [competent court].

This Contract has been made in two originals, each party acknowledging having received one original.

**For the Licensee For the Sublicensee**

Represented by [name] Represented by [name]

In his/her capacity as [title] In his/her capacity as [title]

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