

7.0 BASEC PRODUCT CERTIFICATION TRADEMARK LICENCE AGREEMENT

The Purpose: The Trademark Licensing Agreement has been established by the Top Management of British Approvals Services for Cables (BASEC) to govern the use of its Certification Trademarks in respect of Certifiable Product(s) managed through BASEC's Product Certification and Licensing Schemes.

This License Agreement (this "Agreement" of this "License Agreement") is made and effective as of [Insert date] (the "Commencement Date") by and between British Approvals Services for Cables, a company organized and existing in The United Kingdom, with a registered address at Presley House, Presley Way, Crownhill, Milton Keynes, Bucks, MK8 0ES ("BASEC") and [Licensee Company], a company organised and existing in [Licensee. Country], with a registered address at [Licensee. Address] ("Licensee").

WHEREAS:

1. Licensee wishes to obtain a license to use BASEC's Certification Trademarks (hereinafter, the "Trademarks"), and
2. Licensor is willing to grant to the Licensee a non-exclusive, non-transferable License to use the Trademarks for the term and specific purpose set forth in this Agreement,

(Licensor and Licensee hereinafter jointly referred to as the "Parties" or individually as the "Party".)

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties agree as follows:

7.1 TERMS AND DEFINITIONS

"Agreement" means this License Agreement including the attached latest revision of the PCR.

"Appropriate Standard" means a standard or specification (including BASEC published CAD's) against which the Management Committee has indicated that BASEC is prepared to certify.

"Audit Committee" means a committee of at least 3 (Three) independent directors established by the Board of Management with a responsibility for auditing the impartiality, independence and consistency of the decision-making process associated with the Certification services provided by BASEC.

"Certifiable Goods" means such goods including wires, cables and associated accessories which from time to time fall within the range covered by the appropriate Standard.

"Certified Products" means Certifiable Product(s) to which a Certification Trademark has been applied.

"Certificate" means a Licence issued by BASEC authorising the use of one or more of the Certification Trademarks in accordance with this Agreement and the Product Certification Requirements Rules and Requirements.

"Certification Trademarks" means the certification trademarks of BASEC authorised by BASEC to be used, subject to the terms of this Agreement, Licensees who hold valid Certificates pursuant to the Product Certification Rules and Requirements.

"Chief Executive" means the member of the permanent staff of BASEC appointed by the Top Management to be in charge of the operations of BASEC or such other person to whom the powers of the Chief Executive may from time to time be delegated.

"Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights.

"Licensee" means an organisation that is a BASEC Product Certification Schemes Customer who has been awarded one or more Certificates.

"Management Committee" means a committee established by the Chief Executive to oversee the development, operation and effectiveness of the Product Certification Schemes. The Management Committee is scrutinised by the Audit Committee to ensure impartiality and independence is maintained.

"PCR" means Product Certification Requirements a controlling document published from time to time by BASEC setting out the Rules and Procedures for use by Licensees within the Product Certification Schemes.

"Person" means an individual, firm, body corporate or unincorporated body.

"Scheme" means a particular set of test, branding and compliance criteria set out within the PCR document and its sub-sections which defines the minimum acceptable performance requirements for Certifiable Product(s) to be manufactured and marketed by a Licensee within a Management System approved by BASEC.

7.2 RECITALS

7.2.1 British Approvals Services for Cables (BASEC) is the owner of the Trademarks.

7.2.3 British Approvals Services for Cables (BASEC) has the right to grant licences of the Trademarks.

7.2.3 The BASEC Management Committee has agreed that a licence of the Trademarks may be granted to Product Certification Licensee(s) on the terms set out in this Agreement.

7.3 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights over and in respect of the Trademarks are owned by the Licensor. The Licensee does not acquire any rights of ownership in the Trademarks.

7.4 RIGHTS AND POWERS

No person shall use the Trademarks and or logo except under and by virtue of a Certificate.

7.5 GRANT

In consideration of the payment of the BASEC Product Certification fees and of the obligations undertaken by the Licensee, BASEC agrees, from the commencement date and subject to the terms of this agreement, to grant the Licensee a non-exclusive licence to use the Trademarks for the purpose.

7.6 RESERVATION

BASEC reserves the right to grant similar licences of the Trademarks including to other BASEC Product Certification Licensees.

7.7 LICENSEE'S TRADEMARK OBLIGATIONS

- A. The Licensee cannot use the Trademarks, for purposes other than as specified in this Agreement and the Product Certification Schemes.
- B. The Licensee may permit its employees to use the Trademarks for the purpose, provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all employees using the Trademarks License do not commercialise or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.
- C. The Licensee will not distribute, sell, License or sub-License, let, trade or expose for sale the Trademarks to a third party.
- D. No copies of the Trademarks are to be made other than as expressly approved by Licensor.
- E. No changes to the Licensed Trademarks or their content shall be made by Licensee.
- F. The Licensee will provide technological and security measures to ensure that the Certification Trademarks, which the Licensee is responsible for, are physically and electronically secure from unauthorised use or access.
- G. Licensee shall ensure that the Trademarks retains all Licensor copyright notices and other proprietary legends and all trademarks or service marks of Licensor.

7.8 TERMS AND CONDITIONS OF A TRADEMARK LICENSE

- 7.8.1 A Trademark License Agreement will only be made with a Licensee who has satisfied all of the Requirements set forth within Clause 5 of BASEC's PCR Issue 12; and/or,
- 7.8.2 A Trademark License Agreement will only be made with a Licensee who satisfies Clause 7.8.1 above and maintains one or more Certificate(s) for the Product Certification Schemes; and/or,
- 7.8.3 A Trademark License Agreement will only be made with a Licensee who satisfies Clauses 7.8.1 and 7.8.2 and who has paid all License fees or other Service charges invoiced by BASEC within the terms agreed.
- 7.8.4 Trademark License Agreements shall be granted on a 3-year term. Trademark Licenses will be considered for renewal, for an additional term, following a view between BASEC and the Licensee to consider the historical performance of the Licensee and their ongoing needs.
- 7.8.5 All rights of a Licensee in a Trademark License will be revoked should the Licensee:
 - A. Loses their status as a Licensee within BASEC's Product Certification Scheme(s).
 - B. Fails to maintain 1 (one) or more Certificate(s) within the Product Certification Scheme(s).
 - C. Has a Certificate(s) withdrawn by BASEC the Licensee will lose all rights to use the Trademarks with the products associated with the Certificate(s).
 - D. Fails to remedy any misuse or misrepresentation of the Trademarks.
 - E. Fails to pay any License fees or other Service charges invoiced by BASEC.

- F. Brings BASEC or the BASEC Product Certification Scheme(s) into disrepute.
- G. Fails to address or report any abuses or misuses of the Licensed rights of the Trademarks.

7.9 THE TRADEMARKS

The BASEC Trademarks are;

- (i) "BASEC Roundel",
- (ii) "PCR Mark (Section 8)",



and/or

- (iii) the "BASEC" name **Note 2**.

Or

- (iv) HAR scheme mark: **BASEC HAR** **Note 1**

Note 1: HAR Scheme. Suitably qualified Licensees may be granted permission by BASEC to use the HAR Scheme Registered Certification Trademark in addition to the BASEC marks, for those cable types which it is permitted to approve under the HAR scheme, in a form that will be specified by BASEC and set out on the Product Certificate.

Note 2: The marking of "BASEC" on a cable or other product should wherever possible appear directly adjacent to the manufacturer's origin mark, or as close as is reasonably practicable, taking account of other markings present.

7.10 USE OF TRADEMARKS

- 7.10.1 Product Certification Schemes resulting in the issue of a Certificate and the completion of a Certification Trademark Agreement by the Licensee permits the qualified use of specified Trademarks, as listed on each individual Certificate.
- 7.10.2 The Licensee shall, not during the term of this Agreement or at any future time, apply to register the Trademarks or any derivative of the Trademarks.
- 7.10.3 A Licensee may use the Trademarks only in relation to Certifiable Product(s) conforming to the Appropriate Standard for the testing and approval of the Certified Products as defined and to which reference has been endorsed upon the Certificate, or (in the event of that appropriate Standard is being amended or superseded) as BASEC may from time to time expressly authorise.
- 7.10.4 A Licensee is entitled to use the relevant Trademarks appropriate to the Scheme(s) for which they have a valid Certificate, subject to the conditions specified in this Agreement and the Rules and Requirements of the PCR.

7.10.5 The Licensee recognises BASEC's exclusive title to and ownership of the Trademarks and shall not claim any right, title or interest in the Trademarks or any part of them other than that granted under this Agreement.

7.10.6 Subject to prior authority from BASEC, a Licensee may print, or otherwise reproduce, the Trademark for which a Certificate is in force, upon price lists, show cards or other trade literature, or in press advertisements or in any other mode sanctioned by BASEC, all being in relation only to the particular Certifiable Product(s) endorsed on his Certificate.

The Trademarks must always be used in conjunction with the Licensee's name and address as stated on the Certificate and have the Agreement License number adjacent to it.

7.10.7 The Trademarks shall be applied only to Certifiable Product(s) after the issue of a Certificate unless there is a written authority from BASEC to mark the Certifiable Product(s) and to bond these until a Certificate is issued.

The Chief Executive shall be the authority for the release of such Certifiable Product(s) from bond.

7.10.8 Trademarks may also be applied to packaging, in correspondence, in technical information, advertising and promotional material but only in connection with those Certifiable Product(s) or locations listed on the Certificate, or the appendix thereto, which is current and in force. The Licensee must identify the Certifiable Product(s) to which any Certificate applies when using the Trademarks in a context where the scope of the application is open to doubt.

7.10.9 It is a condition of use that Trademarks shall not be used in any advertisements or publicity matter, printed or otherwise reproduced, directed primarily to the market, without an indication that it is a Trademark belonging to BASEC.

7.10.10 The Trademarks shall not, under any circumstances, be used directly on or closely associated with any non-Certifiable Product(s) in such a way as to imply that the non-Certifiable Product(s) are BASEC Certified unless, the Licensee holds a BASEC Certificate authorising the use of the relevant Trademarks in relation to such Goods.

7.10.11 In particular, the Licensee shall not use the Trademarks in association with any product, where any BASEC Certificate(s) held relate(s) only to Management Systems Certification and a separate Product Certification Scheme(s) Certificate is not held or the goods are not determined by BASEC to be Certified Products.

7.10.12 The Licensee shall discontinue any use of the Trademarks which is unacceptable to BASEC and any form of statement relating to the Product Certification Schemes which, in the opinion of BASEC, might be misleading. In cases of blatant misuse, the Certificate(s) and/or the Trademarks may be summarily withdrawn at the discretion of BASEC.

7.10.13 The Licensee shall, upon the suspension or withdrawal by BASEC of any Certificate forthwith discontinue the use of the Trademarks and all advertising matter which contains them or any reference to them, including websites. In addition, any other documents in the possession of the Licensee which bear any reference to the Product Certification of the Licensee by BASEC shall, if BASEC requires, be so treated as to erase the reference. Any Certifiable Product(s) that bear the Trademark shall be quarantined pending review by BASEC.

7.11 LICENSE FEE

7.11.1 In consideration for the License grant described in this Agreement, Licensee shall pay the yearly License fee as invoiced by BASEC immediately upon execution of this Agreement and upon each anniversary date of this Agreement.

- 7.11.2 The License fee and any other amounts payable by the Licensee to BASEC, under this Agreement, are exclusive of any and all foreign and domestic taxes and travel expenses, which if found to be applicable, will be invoiced to Licensee and paid by Licensee with immediate effect.

7.12 ASSIGNMENT

- 7.12.1 Licensee shall not assign any rights of this Licence Agreement, without the prior written consent of BASEC.

7.13 RESPONSIBILITY FOR CERTIFIABLE AND CERTIFIED PRODUCTS

- 7.13.1 The Licensee shall be solely responsible for and assume all costs and liabilities related to:
- A. the quality of the Certifiable and Certified Products bearing the Trademarks
 - B. defect in or of any Certifiable or Certified Products (whether such defect be in materials, workmanship or design).
 - C. product liability of the Certifiable or Certified Products.
 - D. conformance of the Certifiable or Certified Products with all applicable Regulations, appropriate Standards and the Product Certification Requirements set forth within PCR Issue 12.
 - E. the promotion, sale, documentation and marketing of the Certifiable or Certified Products.

7.14 TERMINATION

- 7.14.1 This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term defined within 7.8.4, unless otherwise terminated by BASEC in the event of any of the following:
- A. if the Licensee is in breach of any term of this License Agreement and has not corrected such breach to BASEC's reasonable satisfaction within 7 days of BASEC's notice of the same;
 - B. if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganisation or dissolution, or makes an assignment for the benefit of creditors; or
 - C. the Licensee is in breach of clause 7.3, 7.9 and 7.10 of this Agreement.
- 7.14.2 Termination under this clause shall not affect any other rights or remedies BASEC may have.

7.15 NOTICES

- 7.15.1 All notices required under this Agreement shall be in writing and shall be deemed given (i) when delivered personally; (ii) five (5) days after mailing, when sent certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after dispatch, when sent via a commercial overnight carrier, fees prepaid. All notices given by either Party must be sent to the address of the other as first written above (unless otherwise changed by written notice).

7.16 CONFIDENTIALITY

- 7.16.1 Neither Party shall use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.
- 7.16.2 Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

- A. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or
- B. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorisation.

7.16.3 This clause 7.16 will survive termination of this Agreement.

7.17 DISCLAIMERS & RELEASE

- A. To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Certification Trademarks.
- B. The Trademarks are provided by Licensor on an "as is" basis.
- C. Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Trademarks or any part thereof.
- D. Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Certification Trademarks.
- E. Licensor does not warrant that the Trademarks are Registered in every country or geographic region.
- F. The Licensee acknowledges that:
 - a. The Trademarks have not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and
 - b. it is therefore the responsibility of the Licensee to ensure that the Trademarks are only applied in association with Certified Products.
- G. To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of merchantability or fitness for a particular purpose.

7.18 INDEMNIFICATION

- 7.18.1 The Licensee must indemnify, defend and hold harmless BASEC, its board members, officers, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from:
- A. Licensee's and Licensee's employee's use or reliance on the Trademarks,
 - B. any breach of the terms of this License Agreement by the Licensee or any Licensee employee, and
 - C. any other act of Licensee.

7.18.2 This clause 7.18 will survive termination of this Agreement.

7.19 WAIVER

7.19.1 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this Agreement shall not operate or be construed as a waiver thereof.

7.20 FORCE MAJEURE

7.20.1 Neither party shall be responsible for damages to the other party to the extent that a breach of this Agreement (or failure to perform) by such party is due to an act of god, strike or other labour dispute, war, terrorist activity, riot, civil disorder, embargo, fire, flood, weather condition, or any other casualty, beyond the reasonable control of party (collectively, "Force Majeure").

7.20.2 During any delay in performance due to an event of Force Majeure, the disabled party shall use all reasonable efforts and due diligence to resolve the cause of the delay and to minimise the effects thereof. If any of the obligations of any of the parties is hindered or prevented, in whole or substantial part, because of a Force Majeure event, then all other obligations of the parties shall continue. Delays or non-performance excused by this provision shall not excuse performance of any other obligation that is outstanding at the time of occurrence.

7.20.3 Notwithstanding the preceding, in the event such Force Majeure continues for a period of 12 (twelve) consecutive months, either party shall have the right, but not the obligation, to serve notice on the other terminating this Agreement in full and each shall have no further obligation whatsoever to the other save that Licensee shall continue to be obliged to make payments of monies due hereunder but not paid at the date of termination.

7.21 APPLICABLE LAW

7.21.1 This Agreement will be governed and construed in accordance with English laws of England and the parties submit to exclusive jurisdiction of the English Courts with regard to any dispute or claim arising under this Agreement.

7.22 PRONOUNS; STATUTORY REFERENCES

7.22.1 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act, or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

7.23 INTERPRETATION

7.23.1 In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this agreement was prepared by or at the request of a particular Party or that Party's counsel.

7.24 REFERENCE TO THIS AGREEMENT

7.24.1 Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

7.25 COUNTERPARTS

7.25.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

7.26 SEVERABILITY

- 7.26.1 The Parties recognise the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

7.27 NO JOINT VENTURE

- 7.27.1 Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

7.28 ENTIRE AGREEMENT

- 7.28.1 This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

IN WITNESS WHEREOF, this Agreement, including the attached Schedule, was signed by the Parties under the hands of their duly authorized representatives and made effective as of the [Commencement date].