

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

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**TRADE MARK LICENCE AGREEMENT**

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# TRADE MARK LICENCE AGREEMENT

This Trade Mark Licence Agreement ("**Agreement**") is dated [redacted] between:

- (1) [redacted] incorporated and registered in [redacted] with company number [redacted] whose place of business is at [redacted] ("**Licensor**")
- (2) [redacted] incorporated and registered in [redacted] with company number [redacted] whose place of business is at [redacted] ("**Licensee**")

Each of the Licensor and Licensee is referred to as "**Party**" and collectively, as "**Parties**".

## RECITALS

- (A) The [redacted] is [redacted] in the business of [redacted] and owns the [redacted] trade mark, details of which are set out in [redacted] ("**Trade Mark**").
- (B) The [redacted] desires to obtain a [redacted] from the [redacted] to use the [redacted] in [redacted].
- (C) The [redacted] is willing to grant the [redacted] a [redacted] to use the [redacted] subject to the terms and conditions of this [redacted].

## AGREED TERMS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

The following [redacted] apply in this Agreement.

<b>Licensed Products</b>	the [redacted] and/or services in [redacted] of which the [redacted] is licenced to use the [redacted] under the terms of this [redacted], and listed in [redacted]
<b>Materials</b>	the packaging, [redacted] and [redacted] materials to which the [redacted] is applied pursuant to this [redacted].
<b>Trade Mark</b>	the registered [redacted] mark, details of [redacted] are set out in [redacted]

- 1.2 A [redacted] a natural person, corporate or [redacted] body (whether or not having separate legal personality).
- 1.3 A [redacted] to a [redacted] or statutory [redacted] is a reference to it as [redacted] extended or re-enacted from time to time.
- 1.4 A [redacted] to a statute or statutory [redacted] shall [redacted] all [redacted] made from time to time under that [redacted] or statutory provision.
- 1.5 A [redacted] to **writing** or **written** includes [redacted] but not email.
- 1.6 Any [redacted] following the terms; **including, include, in particular, for** [redacted] or any similar expression shall be [redacted] as illustrative and shall not [redacted] the sense of the words, [redacted], definition, phrase or [redacted] preceding those [redacted].

### 2 GRANT OF LICENCE

- 2.1 In [redacted] of the [redacted], mutual promises and [redacted] of the [redacted] in this [redacted] and in consideration of the [redacted] (set out in [redacted] below) paid by the [redacted] to the Licensor, the [redacted] grants to the [redacted] exclusive licence to:

- 2.1.1 use the [redacted] on and in relation to the [redacted] Products in the [redacted], as well as on packaging, [redacted] and advertising [redacted] associated [redacted]; and
- 2.1.2 use, [redacted], sell, distribute, and [redacted] the Licenced [redacted] in Malaysia.
- 2.2 This [redacted] is [redacted] subject to the [redacted] of this [redacted].

### 3 CHARGES AND PAYMENT

- 3.1 In [redacted] for the [redacted] granted by the [redacted] under this Agreement, the [redacted] agrees to pay the [redacted] a royalty of 7.00% [redacted] based on the Licensee's net sales of the [redacted] Products [redacted] upon the sale of the [redacted] Products, [redacted] on a quarterly basis, payable [redacted] no later than [redacted] the end of the [redacted] full calendar quarter.
- 3.2 In the [redacted] of any [redacted] in paying the [redacted] by the due date, the [redacted] shall pay to the Licensor [redacted] on the overdue [redacted] at the [redacted] per [redacted].
- 3.3 The [redacted] and other sums [redacted] under this [redacted] shall be paid in Ringgit Malaysia to the credit of a bank [redacted] to be [redacted] in writing by the [redacted].

### 4 QUALITY CONTROL

The [redacted] licence to use the [redacted] is subject to the following conditions:

- 4.1 the [redacted] shall [redacted] with all [redacted], standards and [redacted] relating to the [redacted] Products, [redacted] their manufacture, promotion, [redacted] and sale, as [redacted] in writing by the Licensor [redacted] time to time;
- 4.2 the Licensee shall comply with, [redacted] shall ensure that each [redacted] Product sold or [redacted] by the Licensee [redacted] with, all applicable [redacted], regulations and industry [redacted];
- 4.3 samples of all [redacted], advertising and [redacted] materials to which the [redacted] is applied to this [redacted] ("Promotional Materials") shall be [redacted] to the [redacted] for its [redacted] prior to [redacted] used;
- 4.4 the [redacted] shall, on the [redacted] request, [redacted] supply to the [redacted] a [redacted] number of random samples of [redacted] and Promotional Materials, and [redacted] of the [redacted] to inspect the [redacted] where [redacted] are manufactured or [redacted];
- 4.5 the [redacted] shall not file or [redacted] and/or [redacted] or assist any [redacted] party to file or register any [redacted] mark in any [redacted] in relation to the [redacted];
- 4.6 the [redacted] shall not enter into any [redacted] contract or [redacted] with any [redacted] which is with the [redacted] of this [redacted]; and
- 4.7 the Licensee further [redacted] and acknowledges the Licensor's title to the [redacted] and undertakes and warrants to the Licensor that the [redacted] shall not, at any time, do or fail to do any act or thing whereby the validity, enforceability or the Licensor's ownership of the Trade Mark, or the reputation or goodwill [redacted] with the Trade Mark anywhere in Malaysia, is likely to be prejudiced.

### 5 DURATION AND TERMINATION

- 5.1 The licence of the [redacted] granted this [redacted] shall [redacted] on [redacted] and shall end on [redacted] unless terminated [redacted] in accordance with this Agreement.
- 5.2 Without [redacted] any other right or [redacted] available to it, the [redacted] may terminate this Agreement with [redacted] effect by giving [redacted] notice to the [redacted] if:
- 5.2.1 the [redacted] commits a material [redacted] of any [redacted] of this [redacted] which breach is irremediable or (if such breach is remediable) [redacted] to remedy that [redacted] within a [redacted] of [redacted] after being notified in [redacted] to do so; or
- 5.2.2 the [redacted] is subjected or [redacted] to [redacted] or is in jeopardy of [redacted] subject to any [redacted] of insolvency [redacted], or passes a [redacted] for its voluntary [redacted] or [redacted] any [redacted] of its creditors for [redacted] of any [redacted] payment, or has a [redacted] or a receiver [redacted] over the whole or part of its assets; or
- 5.2.3 the Licensee [redacted] or ceases, or [redacted] or threatens to [redacted] or cease, [redacted] on all or a [redacted] part of its [redacted].

5.3 On expiry or termination of this Agreement:

- 5.3.1 all [redacted] sums payable by the [redacted] to the [redacted] shall immediately become due and [redacted];
- 5.3.2 all [redacted] and [redacted] granted for the [redacted] of the Trade Mark [redacted] to this Agreement shall cease [redacted];
- 5.3.3 the [redacted] shall [redacted] with the [redacted] in the [redacted] of any licences registered [redacted] to this Agreement and shall do all acts and things necessary to effect such [redacted];
- 5.3.4 the [redacted] shall return [redacted] to the [redacted] all records and [redacted] of Promotional Material in its [redacted] relating to the [redacted] and of any [redacted] information [redacted] by the [redacted] in relation to this [redacted];
- 5.3.5 the [redacted] shall [redacted] cease to [redacted] use of the [redacted] save that for a [redacted] of thirty [redacted] after the date of [redacted], the [redacted] shall have the [redacted] to [redacted] of all [redacted] of Licenced Products in its [redacted]; and
- 5.3.6 within [redacted] days [redacted] the [redacted] of termination the [redacted] shall [redacted] destroy or, if the [redacted] shall so [redacted], deliver to the [redacted] or any other [redacted] designated by the [redacted], at the [redacted] expense, all [redacted] that it has not [redacted] of within [redacted] days after the date of [redacted].

5.4 Following the [redacted] of this [redacted] pursuant to any of the [redacted] of this [redacted], neither of the [redacted] will have any [redacted] rights or [redacted] under this [redacted] to the other [redacted] except in respect of:

- 5.4.1 any rights or [redacted] under this [redacted] which are [redacted] to apply or to be [redacted] after the [redacted] of this [redacted]; and
- 5.4.2 any rights or [redacted] which have [redacted] in [redacted] of any [redacted] of any of the [redacted] of this [redacted] to any Party [redacted] to or by [redacted] of such [redacted].

6 GOODWILL

The [redacted] acknowledges that [redacted] goodwill [redacted] from the use by the [redacted] of the [redacted] belong [redacted] to the [redacted] at all times. The [redacted] may, at any time, [redacted] for a document the [redacted] of that [redacted] and the [redacted] shall [redacted] execute it.

7 WARRANTIES AND UNDERTAKINGS

7.1 The Parties represent and warrant to each other as follows:

- 7.1.1 it has the [redacted] and power to [redacted] into and [redacted] this [redacted] which when [redacted] will [redacted] valid and [redacted] obligations on [redacted] of them, in [redacted] with these terms;
- 7.1.2 it is not [redacted] or a [redacted] and will not become [redacted] or [redacted] as a result of entering into this [redacted];
- 7.1.3 the [redacted] into and [redacted] of its [redacted] under this [redacted] will not breach any laws;
- 7.1.4 all [redacted] consents for the [redacted] into and [redacted] of its [redacted] under this [redacted] have been [redacted];
- 7.1.5 its [redacted] under this [redacted] are valid, [redacted] and [redacted];
- 7.1.6 as at the date of this [redacted], it is not [redacted] in any actions, [redacted] or other [redacted] for dispute [redacted], and to its [redacted] there are no actions, [redacted] or other [redacted] for [redacted] resolution [redacted] against it and [redacted] for [redacted]; and
- 7.1.7 it is in [redacted] and will [redacted] with all laws applicable to it.

7.2 The [redacted] further warrants and [redacted] to the [redacted] as follows:

- 7.2.1 the [redacted] is it is the [redacted] and beneficial [redacted] of the [redacted] and that the Trade [redacted] are valid and [redacted] at all times [redacted] the validity of this [redacted];

- 7.2.2 the use of \_\_\_\_\_ under this \_\_\_\_\_ do not infringe \_\_\_\_\_ or other \_\_\_\_\_ of any other person; and
- 7.2.3 the \_\_\_\_\_ has \_\_\_\_\_ all third-party \_\_\_\_\_ and releases \_\_\_\_\_ to grant the \_\_\_\_\_ to the \_\_\_\_\_.

## 8 PROTECTION OF TRADE MARK

- 8.1 Should any of the following matters come to the Licensee's attention:
- 8.1.1 any actual, \_\_\_\_\_ or threatened infringement of the Trade Mark;
- 8.1.2 any actual or \_\_\_\_\_ claim that the \_\_\_\_\_ Mark is invalid;
- 8.1.3 any actual or \_\_\_\_\_ opposition to the \_\_\_\_\_ Mark;
- 8.1.4 any \_\_\_\_\_ made or \_\_\_\_\_ that use of the Trade Mark \_\_\_\_\_ the rights of any third party;
- 8.1.5 any person \_\_\_\_\_ for, or is granted, a \_\_\_\_\_ trade mark by \_\_\_\_\_ of \_\_\_\_\_ that \_\_\_\_\_ may be, or has been, \_\_\_\_\_ rights which \_\_\_\_\_ with any of the \_\_\_\_\_ granted to the \_\_\_\_\_ under this \_\_\_\_\_; or
- 8.1.6 any \_\_\_\_\_ form of attack, \_\_\_\_\_ or claim to \_\_\_\_\_ the \_\_\_\_\_ may be subject, the Licensee shall \_\_\_\_\_ notify the Licensor.
- 8.2 The \_\_\_\_\_ shall have \_\_\_\_\_ discretion to \_\_\_\_\_ what action if any to \_\_\_\_\_, and shall exclusive \_\_\_\_\_ over, and \_\_\_\_\_ of, all \_\_\_\_\_ and \_\_\_\_\_ in \_\_\_\_\_ of any of the \_\_\_\_\_ listed in \_\_\_\_\_ above.
- 8.3 The \_\_\_\_\_ shall not make any \_\_\_\_\_ in \_\_\_\_\_ of any of the matters listed in \_\_\_\_\_ above, \_\_\_\_\_ than to the \_\_\_\_\_ and shall provide the \_\_\_\_\_ with all \_\_\_\_\_ that it may reasonably \_\_\_\_\_ in the \_\_\_\_\_ of any claims or \_\_\_\_\_.

## 9 CONFIDENTIALITY

- 9.1 Each Party \_\_\_\_\_ that it will not, \_\_\_\_\_ the prior \_\_\_\_\_ consent of the \_\_\_\_\_, use or \_\_\_\_\_ the other Party's \_\_\_\_\_ information except:
- 9.1.1 to its \_\_\_\_\_, officers, \_\_\_\_\_ or \_\_\_\_\_ who need to know such \_\_\_\_\_ for the purpose of \_\_\_\_\_ the Party's rights or \_\_\_\_\_ out its \_\_\_\_\_ under or in \_\_\_\_\_ with this \_\_\_\_\_. Each \_\_\_\_\_ shall \_\_\_\_\_ that its \_\_\_\_\_, officers, \_\_\_\_\_ or \_\_\_\_\_ to whom it \_\_\_\_\_ the other Party's \_\_\_\_\_ information comply with this \_\_\_\_\_ and
- 9.1.2 as \_\_\_\_\_ be \_\_\_\_\_ by law, a \_\_\_\_\_ of competent \_\_\_\_\_ or any \_\_\_\_\_ or regulatory \_\_\_\_\_.
- 9.2 No \_\_\_\_\_ shall \_\_\_\_\_ any other Party's \_\_\_\_\_ information for any \_\_\_\_\_ other than to \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_ under or in \_\_\_\_\_ with this \_\_\_\_\_.
- 9.3 Neither \_\_\_\_\_ shall be \_\_\_\_\_ for any loss, \_\_\_\_\_, alteration or \_\_\_\_\_ of \_\_\_\_\_ information \_\_\_\_\_ by any third \_\_\_\_\_.
- 9.4 This \_\_\_\_\_ shall survive \_\_\_\_\_ of this \_\_\_\_\_, however \_\_\_\_\_.

## 10 INDEMNITY

- 10.1 The \_\_\_\_\_ shall \_\_\_\_\_ and hold the Licensor \_\_\_\_\_ all costs, \_\_\_\_\_, losses, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (including all \_\_\_\_\_ legal fees) which may be made or \_\_\_\_\_ against or suffered or \_\_\_\_\_ by the \_\_\_\_\_ arising out of or in \_\_\_\_\_ with:
- 10.1.1 the \_\_\_\_\_ breach of its \_\_\_\_\_ under this \_\_\_\_\_ including any \_\_\_\_\_ made against the \_\_\_\_\_ for \_\_\_\_\_ of a third party's \_\_\_\_\_ property rights \_\_\_\_\_ of or in connection \_\_\_\_\_;
- 10.1.2 any \_\_\_\_\_ or \_\_\_\_\_ performance or \_\_\_\_\_ of this \_\_\_\_\_ by the \_\_\_\_\_;
- 10.1.3 the \_\_\_\_\_ of this \_\_\_\_\_; or

10.1.4 any made the by a third party for , personal injury or to property out of or in with Licenced Products if defect is to the acts or of the , its or agents.

10.2 A Party to, at all times, , indemnify and harmless the Party and each and action, , liability, loss, cost, , and other of any nature which the Party may suffer, or sustain directly or in with a of any of the terms, and warranties this by the Party and those out of any party , claim or action, or any breach of contract, , fraud, , misconduct, breach of duty or with any part of this by the defaulting Party.

## 11 FORCE MAJEURE

Neither shall be in of this or liable for delay in its or for failure to its under this if the delay or results from any beyond the control of the concerned (but without to the of the ) fire, , explosion, , civil war, , acts of local authority, utilities or shortages directly affect one or Party .

## 12 AMENDMENTS, WAIVERS, CONSENTS AND REMEDIES

12.1 No of this shall be unless it is in and by, or on of, each to it (or its authorised ).

12.2 A of any or under this t or by , or any consent under this , is only if in writing by the or Party and not be deemed a of any breach or . It only applies in the for which it is and shall not the Party giving it subsequently on the relevant .

12.3 A or by a Party to any right or provided under this or by law not a of that or any right or remedy, or restrict any further of or any right or or constitute an to affirm this . No single or partial of any right or remedy under this or by law shall or the further of that or other right or .

12.4 The rights and remedies provided under this Agreement are cumulative and are in addition to, and not exclusive of, any rights and provided by law.

## 13 SEVERANCE

If any or part of a of this is or invalid, or , it shall be deemed to the extent necessary to it valid, and . If such is not possible, relevant or part of a shall be deleted. Any to or deletion of a or part of a provision under this shall not the , and of the rest of this .

## 14 ASSIGNMENT, SUB-LICENSING AND OTHER DEALINGS

The shall not assign, , mortgage, , , or deal in any other with any of its or any of its rights and under this the written of the Licensor.

## 15 NOTICES

15.1 A or other given to a party or in with this Agreement shall be in and shall be by hand, fax or sent by post to:

If to the Licensor:

**Address** :

**Telephone** :

**Fax No.** :

**Attention** :

If to the Licensee:

**Address** :

**Telephone** :

**Fax No.** :

**Attention** :

15.2 of a notice is to have place ( that all other in this have satisfied) if by , at the the is left at the , or if sent by fax, at the time of , or if sent by on the business day posting, such would occur business (meaning 9.00 am to 5.30 pm on a day that is a public in the of receipt), in case receipt will occur business next in the place of (and all to time are to local in the place of ).

15.3 This does not apply to the of any ; or other in any legal action.

#### 16 NO PARTNERSHIP OR AGENCY

in this is to, or shall be to, any or joint any of the Parties, any the agent of Party, nor any Party to make or into any for or on of any Party.

#### 17 ENTIRE AGREEMENT

This is the entire agreement the Parties in of its and all previous with respect to its subject matter.

#### 18 COSTS

Each shall bear and pay for its costs and for and incidental to the of this Agreement. The shall pay all payable on this .

#### 19 FURTHER ASSURANCE

Each shall do and to be done all things to give effect to this .

#### 20 SUCCESSORS

This is binding on the of the respective .

#### 21 COUNTERPARTS

This may be in any number of , each of which when shall constitute a original, but all the shall constitute one

#### 22 GOVERNING LAW AND JURISDICTION

22.1 This and any or claim (including disputes or claims) out of or in with it or its or shall be by and in with the law of .

22.2 Each Party [redacted] agrees that the courts of [redacted] shall have exclusive [redacted] to settle any dispute or claim (including [redacted] disputes or claims) [redacted] out of or in [redacted] with this [redacted] or its subject matter or [redacted].

*[the rest of the page is intentionally left blank]*



**Execution**

Executed as an Agreement the day and year first stated above.

SIGNED by the Licensor )  
[Redacted] (Company Reg. [Redacted]) )  
in the presence of:- )

.....  
Witness

Name:  
NRIC/Passport No.:

.....  
Name:  
NRIC/Passport No.:  
Designation:

SIGNED by the Licensee )  
[Redacted] (Company Reg. [Redacted]) )  
in the presence of:- )

.....  
Witness

Name:  
NRIC/Passport No.:

.....  
Name:  
NRIC/Passport No.:  
Designation:

# Schedule 1

## Trade Mark

Trade Mark	Application Number	Date of registration / Application Date	Classification	Specification

# Schedule 2

## Licensed Products

[REDACTED]