

A.I.S.E. Charter for Sustainable Cleaning – Version 2010

LICENCE AGREEMENT

(Version 7 March 2011)

THIS AGREEMENT is made the ____ day of _____ BETWEEN A.I.S.E. (Association Internationale de la Savonnerie, de la Détergence et des Produits d'Entretien aisbl) whose office is situated at Herrmann Debroux 15A, 1160 Brussels,

Belgium (hereinafter called “ the Licensor”) AND

.....
.....
whose principal place of business is situated at

.....
.....
(hereinafter called “the Licensee”).

WHEREAS:

- (1) The Charter for Sustainable Cleaning (“Charter 2005”) is a voluntary industry scheme developed by A.I.S.E.; it is intended to promote sustainable development in the manufacture of household and industrial cleaning and maintenance products placed on the market in the Charter 2005 territory;
- (2) Charter 2005 has been upgraded in 2010 with a view to ensure its continual improvement with regard to sustainability (“Charter 2010”)
- (3) Charter 2010 builds on the Charter 2005 principles and mainly adds a product dimension requiring companies to have their products meet advanced sustainability criteria defined by A.I.S.E. addressing specific product categories, the “Advanced Sustainability Profiles” (“ASP”); Charter 2010 terms, conditions and operating rules are provided in the corresponding Charter 2010 Commitment Letters for Ordinary and Associate Members;
- (4) Specific Trademarks have been defined for Charter 2010 as described below in Schedule1 (“Trademarks”);
- (5) The Licensor has full right in the registered Trademarks as defined below to grant the rights provided in this Agreement.
- (6) Registration of the Trademarks has been submitted and/or obtained in the relevant Trademark Offices for the European Union, Iceland, Norway, Switzerland and Liechtenstein;
- (7) The Licensor wishes to permit the Licensee to use the Trademarks on the terms of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions

In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

- 1.1 “The Trademarks” mean the Trademarks exhibited in Schedule 1 which the Licensor has applied to register at the relevant Trademark Offices;
- 1.2 “The Goods” means soaps, detergents and/or maintenance products, whether for household or industrial/institutional use.
- 1.3 “The Materials” means all materials (written, printed or electronic) utilized by the Licensee in relation to or associated with the Goods, including publicity, stationary, advertising and packaging used by the Licensee hereunder.
- 1.4 “The Territory” means the European Union member states (for the time being and any new entrant to the European Union which becomes a member state thereof while this Agreement remains in force) plus Iceland, Switzerland, Norway and Liechtenstein.
- 1.5 “Charter 2005” means the Charter for Sustainable Cleaning as launched on 1 December 2004 by the Licensor.

- 1.6 "Charter 2010" means Charter 2005 in its revised version of 2010 as described in the Operating Rules as provided in the corresponding Charter 2010 Commitment Letters for Ordinary and Associate Members.
- 1.7 "Conditions of Use" means the conditions of use set out in Schedule 2 as the same may from time to time be varied by the Licensor and notified to the Licensee hereunder.
- 1.8 "The Commencement Date" means the date hereof.
- 1.9 "Corporate Communication Materials" mean letterheads, press releases, annual and quarterly reports, websites and similar materials designed to communicate primarily about the business of the Licensee generally and not specific to its brands.
- 1.10 "Commitment" means the Licensee's commitment to the Charter 2010 in the relevant form.
- 1.11 "Entrance Check" means fulfilment of the criteria by a manufacturer under Charter 2010 verified by the independent verifier as specified in Charter 2010.
- 1.12 "Associated Website" means Licensor's website address "www.cleanright.eu/charter-company" or www.cleanright.eu/charter-product.
- 1.13 "Core Visual" means the Charter 2010 Trademarks exhibited in Schedule 1.
- 1.14 "Advanced Sustainability Profile" ("ASP") means a set of criteria defined in Charter 2010 for product categories and which aim to ensure advanced sustainability of the Goods.
- 1.15 "Product" means all SKUs for one brand variant with the same formulation per country.

2. Rights granted and Territory

- 2.1 In consideration of the mutual obligations between the parties the Licensor hereby grants to the Licensee on the terms set out in this Agreement a non-exclusive royalty-free licence to use the Trademarks in accordance with the Conditions of Use for those Goods and in those countries within the Territory in respect of which the Licensee subscribes to the Charter 2010 on the Materials and in Corporate Communication Materials. The grant does not, other than as set out in clause 10 include any right to grant sub-licences and is without prejudice to the Licensor's right to use the Trademarks.
- 2.2 This Agreement is conditional upon the Licensee
 - (a) - either subscribing Charter 2010 by executing the Commitment and passing the Entrance Check (manufacturers)
 - or subscribing to Charter 2010 by signing the "Associate Membership Agreement" (other than manufacturers)within the Territory and
 - (b) keeping the Commitment in full force and effect.

3. Duration

- 3.1 This Agreement shall be effective from the Commencement Date and shall continue unless and until terminated by either party under any of the conditions for termination set out herein.

4. Conditions of Use

- 4.1 For the purpose of ensuring that the Licensee is complying with the Conditions of Use the Licensee shall if reasonably requested by the Licensor supply to the Licensor at the Licensee's expense samples of the Materials for the purpose of inspecting the same.

5. Use of the Trademarks

- 5.1 The Licensee shall only use the Trademarks in the form stipulated by the Licensor and shall comply with the Conditions of Use and shall observe any reasonable directions given by the Licensor as to colours and size of the representations of the Trademarks and the manner and disposition thereof on the Materials.
- 5.2 The use of the Trademarks by the Licensee shall at all times be in keeping with and seek to maintain their reputation as determined by the Licensor, and the Licensee shall forthwith cease any use not consistent therewith as the Licensor may reasonably require.
- 5.3 The Licensee shall not use any mark confusingly similar to the Trademarks on the Materials or in relation to the Goods or any products similar to or competing with the Goods.
- 5.4 Nothing contained in this Agreement shall entitle the Licensee to use the Trademarks as part of any corporate business name or trading name of the Licensee.
- 5.5 In the event that the Licensee was committed to Charter 2005, he shall cease the use of the Charter 2005 Trademarks under this Agreement in line with the conditions stipulated in the Charter 2010 Operating Rules and the Charter 2010 Commitment Letter. However, recognizing the necessity of a transition period, the Licensee is allowed to continue the use of the Charter 2005 Trademarks for the purpose of production for another 12 months from signing this Agreement. Packs bearing the Charter 2005 Trademarks and that have been produced under Charter 2005 or during the transition period can be placed on the market after the 12 months period has elapsed for exhaustion of stocks purpose only. In any event the Licensee shall make his best to stop using the Charter 2005 Trademarks and to switch to the Trademarks as soon as possible after the signing of this Agreement, or at least as soon as the first artwork change is organised, but no later than three years after the signing of this Agreement.

6. Ownership of the Trademarks

- 6.1 The Licensor warrants that it is the owner of the Trademarks.
- 6.2 The Licensor shall use reasonable endeavours to prosecute the application for registration in the Community Trade Mark Office and pay all renewal fees necessary to maintain the registrations of the Trademarks on the Community Trade Mark Register during the term of this Agreement.
- 6.3 The Licensee undertakes not to do nor permit to be done any act which would or might jeopardize or invalidate any registration of or the right or title of the Licensor to the Trademarks nor do any act which might give rise to an application to remove the Trademarks from the Community Trademarks Register:
- 6.4 The Licensee will on request give to the Licensor or its authorized representative any information as to its use of the Trademarks which the Licensor may require and will otherwise (subject to the provisions of Clause 7 below) render any assistance reasonably required by the Licensor in maintaining the registrations of the Trademarks.
- 6.5 The Licensee will not represent nor do any act which may be taken to indicate that it has any right title interest or ownership of the Trademarks except under the terms of this Agreement, and hereby acknowledges that nothing contained herein shall give the Licensee any right, title or interest in the Trademarks save as granted hereby.

7. Infringements

7.1 Infringement by the Licensee

The Licensor shall as soon as he becomes aware of an alleged infringement by the Licensee give the Licensee in writing full particulars of the use that might constitute an infringement of this License Agreement, including the time period to remedy the infringement. The Licensee shall reply in writing within twenty-eight (28) days.

In the event that the Licensee agrees his use of the Trademark does constitute an infringement of the License Agreement, he shall remedy the breach within sixty (60) days as requested by the Licensor in the letter referred to above. This remedy may include a requirement to cease use of the Trademarks on the products until the infringement has been remedied.

In the event that the Licensor and the Licensee do not come to an agreement on the alleged infringement, the Licensor will refer the matter to an independent verifier whose assessment will be definitive for the purpose of assessing the infringement. Where the alleged infringement was notified to the Licensor by the verifier following a random verification procedure at the Company, the Licensee may send additional data to allow the verifier to further assess the alleged infringement, and costs shall be born by the Licensee. Where the Licensor was made aware of an alleged infringement by means other than verifications he may send a verifier to further investigate the alleged infringement. If the verification carried out shows proof of an infringement, the Licensor reserves the right to charge the Licensee a fee covering the administrative expenses incurred by the Licensor for this verification up to ten thousand (10 000) Euros per infringing Product as defined in 1.15, payable within twenty-eight (28) days. Where the verifier confirms the infringement, the Licensee will be requested by the Licensor to remedy the infringement within 60 days. The remedy may include a requirement to cease use of the Trademarks on the infringing Products until the infringement has been remedied.

7.2. Infringements by a third party

- 7.2.1 The Licensee shall as soon as it becomes aware thereof give the Licensor in writing full particulars of any use or proposed use by any other person, firm or company of a trade name, trade mark or get-up of goods or mode of promotion or advertising which amounts or might amount either to infringement of the Licensor's rights in relation to the Trademarks or to passing-off at common law, or any other act of unfair competition.
- 7.2.2 If the Licensee becomes aware that any other person, firm or company alleges that the Trademarks are invalid or that use of the Trademarks infringes any rights of another party or that the Trademarks are otherwise attacked or attackable the Licensee shall immediately give the Licensor in writing full particulars thereof and shall make no comment nor admission to any third party in respect thereof.
- 7.2.3 The Licensor shall have the conduct of all proceedings relating to the infringement or validity of the Trademarks and shall in its sole discretion decide which action if any to take in respect of any infringement or alleged infringement of the Trademarks or passing-off or any act of unfair competition or any other claim or counterclaim brought or threatened in respect of the use or registration of the Trademarks.
- 7.2.4 The Licensee will at the request of the Licensor give full cooperation to the Licensor in any action, claim or proceedings brought or threatened in respect of the Trademarks and the Licensor shall meet any reasonable expenses incurred by the Licensee in giving such assistance. Any damages recovered in any action claim or proceeding for infringement of the Trade Mark shall be the sole property of the Licensor.

8. Termination

- 8.1 The Licensor may terminate this Agreement without prejudice to its other remedies by serving a prior written notice by registered mail of no less than six (6) months to the Licensee if the Licensee commits a breach of this Agreement and (in the case of a breach capable of remedy) shall not have remedied the same within sixty (60) days of having been given notice specifying the breach and requiring it to be remedied.

- 8.2 This Agreement shall terminate automatically and forthwith if either the Licensee or the Licensor terminates the Commitment in accordance with the terms of the Commitment.
- 8.3 Termination of this Agreement for whatever reason shall not release either of the parties from any obligations arising in any way out of this Agreement prior to or as at the date of termination.
- 8.4 Upon the termination of this Agreement for whatever reason the Licensee shall cease to make any use of the Trademarks save that if the Licensee has a stock of Materials in the ordinary course of business at the date of termination of this Agreement the Licensee may, for a period not to exceed twelve (12) months from the date of termination utilize such stock on the terms hereof or such other terms as may be agreed between the parties hereto.
- 8.5 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

9. Indemnity

The Licensee shall be liable for and will indemnify the Licensor (together with its officers, servants and agents) against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Licensor whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or other claims or proceedings brought against the Licensor by a third party claiming relief against the Licensor by reason of the manufacture, or use of the Materials by or on behalf of the Licensee or any use by the Licensee of the Trademarks which is not in accordance with this Agreement.

10. Assignment

The Licensee shall not assign, transfer, sub-contract nor in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the Licensor save that the Licensee shall be permitted, upon serving written notice upon the Licensor, the right to grant a sub license of its rights and obligations upon the same terms and conditions to its Affiliates to the extent such Affiliates are covered by the Commitment. For the purposes of this clause an Affiliate shall mean, (name of company, address of principal place of business) _____

the holding company of the Licensee and all companies and undertakings which now or in the future become subsidiaries or subsidiary undertakings of the Licensee or any such holding company.

11. Goodwill

All use of the Trademarks by the Licensee shall be for the benefit of the Licensor and any goodwill accrued to the Licensee arising from its use of the Trademarks shall accrue to and be held in trust by the Licensee for the Licensor which goodwill the Licensee agrees to assign to the Licensor free of charge at the Licensor's request at any time whether during or after the term of this Agreement.

12. Force Majeure

Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any Act of God, fire, act of government or of state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other cause beyond the control of either party.

13. Illegality

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

14. Entire Agreement/Non Waiver

- 14.1 This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all prior oral or written Agreements, understandings or arrangements between them relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any Agreement, understanding nor arrangement which is not expressly contained in this Agreement and no change may be made to it except in writing signed by duly authorised representatives of both parties.
- 14.2 No failure nor delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed nor operate as a waiver thereof nor shall any single nor partial exercise of any right nor remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15. Notice

15.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by registered post to the address set out above for such party or such other address or by fax to such fax number as a party may from time to time designate by written notice to the other.

15.2 Any such notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or other document is sent by registered post or simultaneously if delivered by hand.

16. Interpretation

16.1 The headings in this Agreement are inserted only for convenience and shall not affect the construction hereof.

16.2 Where appropriate words denoting a singular number only shall include the plural and vice versa.

16.3 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

17. Governing Law

The validity, construction and performance of this Agreement shall be governed by Belgian law.

18. Jurisdiction

In case of litigation the parties shall first seek to settle the matter out of court. Should this fail, the matter shall then be submitted solely and exclusively to the binding arbitration of the Belgian Center for Mediation and Arbitration (CEPANI) for mediation. It is further agreed between the parties, that any hearing shall be held in Brussels, Belgium, that the proceedings shall be conducted in the English language and that the arbitral tribunal shall be composed of one (1) arbitrator. In construing and interpreting this Commitment, the arbitrator shall be bound by and shall apply the laws of Belgium. The decision of the arbitrator shall be final and binding upon the parties and judgment upon award may be entered into and enforced by any court having jurisdiction thereof.

Costs will be dealt with according to the standard practices of CEPANI.

This Commitment and the rights, duties and responsibilities of the Company and A.I.S.E. under Charter 2010 shall continue in full force and effect during any notice period.

SIGNED by

Signature	Signature
Name	Name
Position:	Position:
for and on behalf of the Licensor	for and on behalf of the Licensee

Schedule 1

The Trademarks

The Trademarks presented in this Schedule can be used for consumer products as well as institutional & industrial products.

N.B. Additional rules and options on using and positioning the web address and the accompanying sentence are laid down in the technical specifications.

1. Trademarks for products for which no Advanced Sustainability Profile (“ASP”) is available, or for products not meeting the ASP defined for their product category

a. Trademark with web address

<p>The trademark aside can only appear on products on shelves as from 1 July 2011.</p>	
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b. Trademark with web address and accompanying sentence in English

<p>The trademark aside can only appear on products on shelves as from 1 July 2011.</p>	
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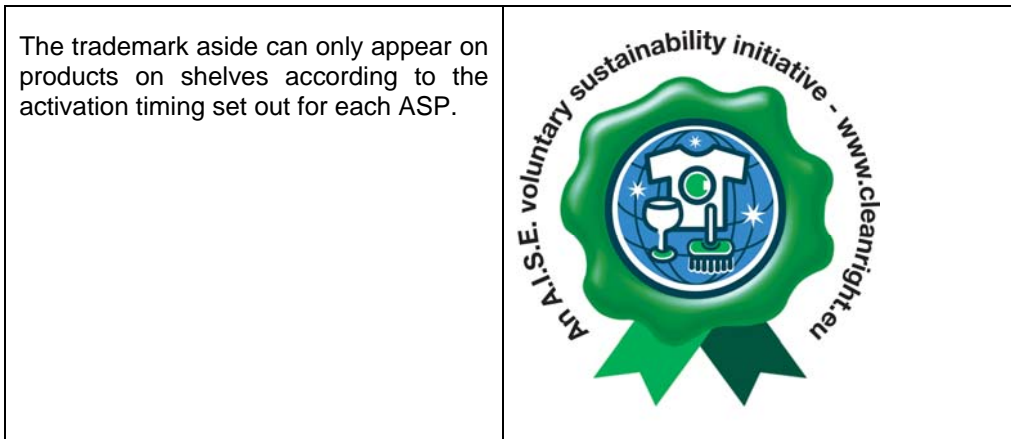
2. Trademarks for products meeting an Advanced Sustainability Profile relevant to their category

a. Trademark with web address

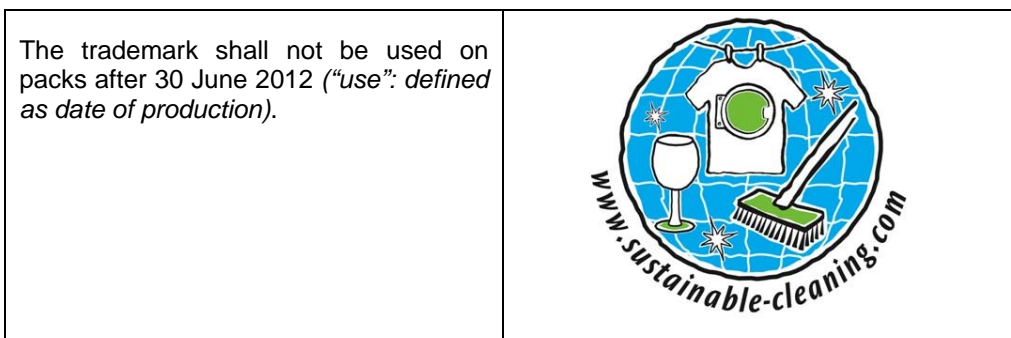
<p>The trademark aside can only appear on products on shelves according to the activation timing set out for each ASP.</p>	
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b. Trademark with web address and accompanying sentence in English



3. Trademark to be used during the transition period by companies which were not previously committed to Charter 2005 and which commit to Charter 2010 before 1 July 2011 ("Transition logo").



Schedule 2

Conditions of Use in force at the Commencement Date

1. The Trademarks shall not be used on pack together with the Trademarks originally defined for Charter 2005.
2. 2.1. The Licensee shall use the Trademark presented in Schedule 1.1 for products for which no Advanced Sustainability Profile ("ASP") is available or for products not meeting the ASPs defined for their product category. This Trademark can appear on products on shelves no earlier than 1 July 2011.

2.2. The Licensee shall use the Trademark presented in Schedule 1.2 for products meeting an Advanced Sustainability Profile relevant to their category according to the activation timing set out for each ASP.

2.3. Where the Licensee was not previously committed to Charter 2005 and is committing to Charter 2010 before 1 July 2011, he is allowed to use the Trademark pictured in Schedule 1.3 during the transition period and no later than 30 June 2012.

2.4. Where the Licensee was previously committed to Charter 2005 and is committing to Charter 2010 before 1 July 2011, he can use the Charter 2005 logos until no later than 30 June 2012.

2.5. In the event that the Licensee was committed to Charter 2005, he shall cease the use of the Charter 2005 Trademarks under this Agreement. However, recognizing the necessity of a transition period, the Licensee is allowed to continue the use of the Charter 2005 Trademarks for the purpose of production for another 12 months from signing this Agreement. Packs bearing the Charter 2005 Trademarks and that have been produced under Charter 2005 or during the transition period can be placed on the market after the 12 months period has elapsed for exhaustion of stocks purpose only. In any event the Licensee shall make his best to stop using the Charter 2005 Trademarks and to switch to the Trademarks as soon as possible after the signing of this Agreement.
3. The Trademarks shall not be presented as if they are the trade mark or branding of an individual manufacturer's product.
4. When any of the Trademarks are used in any Corporate Communication Materials except on packaging, the following statement (suitably translated) must also be printed legibly and close by:
*"all products that carry this mark are from companies which are committed to the Industry programme "Charter for Sustainable Cleaning" and refer to the Associated Website as follows:
"see www.cleanright.eu OR "see www.cleanright.eu".*
5. The Trademarks shall not be used in relation to any claim made for any product which conflicts with the A.I.S.E. Charter.
6. The Trademarks shall not be used in any way which is misleading, deceptive or confusing, or which abuses them or may bring them into disrepute.
7. Use on Corporate Communication Materials:
On Corporate Communication Materials, Charter 2010 companies should use the Charter 2010 company logo and the ASP logo where relevant in relation to ASP products, including a reference to the Associated Website.
Any use in electronic Corporate Communication Materials must include a link to the Associated Website.
8. Use on Packaging materials:
 - a) Only one Trade Mark (out of the Trademarks exhibited in Schedule 1) shall be used on a pack.
 - b) The website address and the additional sentence are mandatory. The Website address shall not be removed from the Trademarks in Schedule 1 -1a and 1-1b and Schedule 1-2 a and 1-2 b. The accompanying sentence shall always come together with the Trademarks in Schedule 1 -1a and 1-1b and Schedule 1-2 a and 1-2 b.

- c) The Licensee may choose between:
- The version of the Trademark displayed in Schedule 1.1. a (for non-ASP compliant products) or in Schedule 1.2.a (for ASP compliant products). The Licensee shall add the sentence “An A.I.S.E. voluntary sustainability initiative” in the language(s) of the country/countries where the packs will be sold, using the adequate translation provided in the Technical Specifications. For multilingual packs, at least one language version of the sentence shall be used together with the logo. Other language versions used may be placed elsewhere on the pack in case of space constraint.

OR

- The version of the Trademark displayed in Schedule 1.1. b (for non-ASP compliant products) or in Schedule 1.2.b (for ASP compliant products). The Licensee may additionally provide a translation of the sentence “An A.I.S.E. voluntary sustainability initiative” in the language(s) of the country/countries where the packs will be sold, using the adequate translation to be found in the Technical Specifications. Those translations may be placed either close to the logo or elsewhere on pack.
- d) The appropriate Trademark can be used for corresponding product categories of the Goods as described in Schedule 1.
- e) It is recommended to place the Trademark for non-ASP compliant products (or where no ASP is available) adjacent to the manufacturer’s name or address.
- f) It is recommended to place the Trademark for ASP compliant products on the front of the pack.
- g) If the Licensee wishes to provide additional explanation of the logo/Charter 2010 scheme on the pack, the Licensee shall conform to the text provided by A.I.S.E. in the Technical Specifications.
- h) Additional specifications (e.g. size) are provided in the Technical Specifications.

9. Use in other communication:

a. The Trademarks may be used in point-of-sale and direct-to-customer commercial communications. When used in mass media communications, i.e. television, radio, internet, print, cinema, posters other than in the context of any campaign organized and authorized by the A.I.S.E. National Associations, the Trademarks shall not be presented in a manner that is misleading, deceptive or confusing, or as if they are a trademark or a branding of the Licensee.

b. The Licensee may choose between:

- The version of the Trademark displayed in Schedule 1.1. a (for non-ASP compliant products) or in Schedule 1.2.a (for ASP compliant products). The Licensee shall add the sentence “An A.I.S.E. voluntary sustainability initiative” in the language(s) of the country/countries where the communication will be made, using the adequate translation provided in the Technical Specifications.

OR

- The version of the Trademark displayed in Schedule 1.1. b (for non-ASP compliant products) or in Schedule 1.2.b (for ASP compliant products).