

# SteriTouch<sup>®</sup>

## TRADEMARK LICENCE

The Licensee:

VIAMED LTD  
15 STATION ROAD  
CROSS HILLS, KEIGHLEY  
WEST YORKSHIRE BD20 7DT

Licensed Products:

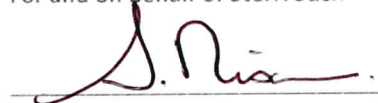
STERI-TOUCH ANTIMICROBIAL PAINT

Territory:

U.K.

SteriTouch Limited ("SteriTouch") are the owner of the Mark (defined below) and have agreed to licence the use of the Mark free of charge to the Licensee on the terms set out below.

For and on behalf of SteriTouch



For and on behalf of the Licensee



Dated: \_\_\_\_\_

Dated: 25-08-15

## TERMS OF LICENCE

### 1. INTERPRETATION

**Brand Guidelines:** SteriTouch's guidelines prescribing the permitted form and manner in which the Mark may be used as provided to the Licensee from time to time.

**Mark:** The trade mark(s) and applications set out in SteriTouch's schedule of Trademarks as provided to the Licensee from time to time (and which are available on request from SteriTouch) and the related trade marks, devices and get-ups.

### 2. GRANT

SteriTouch hereby grants to the Licensee a non-exclusive licence to use the Mark in the Territory in the manufacture, promotion, distribution and sale of Licensed Products.

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## 3. APPLICATION OF THE MARK

3.1 Licensed Products made or sold by the Licensee in the Territory may carry the Mark. The Licensee shall comply strictly with the directions of SteriTouch regarding the form and manner of the application of the Mark including the directions contained in the Brand Guidelines.

3.2 The Licensee shall not:

- (a) affix to or use the Mark in connection with products which do not incorporate the SteriTouch Product or which carry the mark or logo of a business which competes, either directly or indirectly, with SteriTouch.
- (b) use in its business any other trade mark confusingly similar to the Mark and shall not use the Mark or any word confusingly similar to the Mark as, or as part of, its corporate or trading name.

## 4. TITLE, GOODWILL AND REGISTRATIONS

4.1 The Licensee acknowledges that SteriTouch is the owner of the Mark and shall not dispute or challenge the rights of SteriTouch to the Mark. Any goodwill derived from the use by the Licensee of the Mark shall accrue to SteriTouch. SteriTouch may, at any time, call for a confirmatory assignment of that goodwill and the Licensee shall immediately execute it.

4.2 The Licensee shall not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark or SteriTouch, or which may invalidate or jeopardise any registration of the Mark. The Licensee shall not apply for, or obtain, registration of the Mark (or of any mark which includes, or is confusingly similar to, the Mark) in any country.

## 5. QUALITY CONTROL

5.1 The Licensee shall comply with, and shall ensure that each Licensed Product sold or otherwise supplied by the Licensee complies with, all applicable laws, regulations, industry standards and codes of practice.

5.2 The Licensee shall, at its own expense, within 30 days of signing this agreement and at least once in every twelve months supply a reasonable number of production samples of the Licensed Products to SteriTouch for approval.

5.3 The Licensee shall not sell, market, distribute or use for any purpose, or permit any third party to sell, market, distribute or use for any purpose, any Licensed Products carrying the Mark which have been rejected by SteriTouch or which are damaged or defective.

## 6. THE MARK

6.1 The Licensee shall immediately notify SteriTouch of any actual or threatened proceedings or claims relating to use of the Mark or infringement, invalidity or revocation of the Mark. The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.

6.2 Nothing in this agreement shall constitute any representation or warranty that any Mark is valid; (if an application) shall proceed to grant or, if granted, shall be valid; or that the exercise by the Licensee of rights granted under this agreement will not infringe the rights of any party.

## 7. LIABILITY, INDEMNITY AND INSURANCE

7.1 To the fullest extent permitted by law, SteriTouch shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this agreement.

7.2 The Licensee shall indemnify SteriTouch against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) (each a Claim) suffered or incurred by SteriTouch arising out of or in connection with the Licensee's exercise of its rights granted under this agreement or any breach by the Licensee of the terms of this agreement, including any product liability claim relating to Licensed Products manufactured, supplied or put into use by the Licensee.

## 8. TERM AND TERMINATION

8.1 This agreement shall come into force on the Commencement Date and, unless terminated earlier shall remain in force until the 5th anniversary of the Commencement Date. SteriTouch shall have the right to terminate this agreement on giving the Licensee not less than one month's written notice of termination or immediately if the Licensee commits a material breach of the terms of this agreement or is the subject of an insolvency event including but not limited to the issue of a winding up petition and the appointment of an administrator or receiver over some or all of its assets.

8.2 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement the Licensee shall cease all use of the Mark (save that it shall be entitled to use the Mark on products which have already been manufactured); the Licensee shall return promptly to SteriTouch at the Licensee's expense all records and copies of technical and promotional material in its possession and of any information of a confidential nature communicated to it by SteriTouch, either preparatory to, or as a result of, this agreement.

## 9. GENERAL

9.1 The Licensee shall not assign, transfer or otherwise deal with any or all of its rights and obligations under this agreement nor grant sub-licences under this agreement. SteriTouch may at any time and without the consent of the Licensee assign, transfer or otherwise deal with any or all of its rights or obligations under this agreement.

9.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

9.3 This agreement and the documents referred to in it constitute the whole agreement between the parties, and supersede all previous agreements between the parties relating to its subject matter. Each of the parties acknowledges and agrees that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

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9.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.5 No person other than a party to this agreement shall have any rights to enforce any term of this agreement. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of another party, nor authorise either party to make or enter into any commitments for or on behalf of the other party

9.6 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.