EUROPEAN COIL COATING ASSOCIATION A.I.S.B.L

**ECCA PREMIUM® QUALITY AND SUSTAINABILITY LABEL**

 **LICENCE AGREEMENT**

THIS AGREEMENT is entered into by and between:

the “EUROPEAN COIL COATING ASSOCIATION A.I.S.B.L” (hereinafter referred to as the “ECCA”), an international non-profit association incorporated in Belgium having its registered office at Avenue de Tervuren 273, 1150, Brussels, Belgium, represented by Yvonne Barcelona, Managing Director

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Licensee”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ incorporated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by NAME, CAPACITY

with respect to the use of a logo in connection with the ECCA Premium® quality and sustainability label scheme, and all associated ECCA Premium® documents, as the same may be amended from time to time (hereinafter referred to as the “Label Scheme”).

WHEREAS, the ECCA is an international non-profit association whose mission is to promote the use of prepainted metal as the environmentally sound, the cost effective and the high quality method of finishing, including developing a quality and sustainability label for such products and materials; and

WHEREAS, the ECCA has developed, published, sponsored and now administers the Label Scheme; and

WHEREAS, the ECCA has developed an ECCA Premium® logo which it desires to be used by the Licensee in conjunction with the words “LABELED PRODUCT” (hereinafter referred to as the “Mark”, a copy of which is attached hereto on Exhibit A); and

WHEREAS, the ECCA desires to licence the right to use the Mark under the terms and conditions of this Agreement to companies that conform to the requirements of the Label Scheme; and

WHEREAS, the Licensee is a business entity that produces and brings prepainted metal products to market; and

WHEREAS, the Licensee wishes to utilise the Mark in connection with the sales of its prepainted metal products

HEREWITH the contracting parties agree and accept the following:

1. The ECCA hereby grants to Licensee for the term of this Agreement and any extension a non-exclusive, non-assignable, revocable licence to use the Mark on Licensee’s promotional materials under the terms and conditions set forth in this Agreement in connection with the prepainted metal products (hereinafter referred to as the “Licence”).

2. The Licensee acknowledges that it has received and read the ECCA Premium® Specifications and ECCA Premium® Procedural Regulations and agrees to be bound by their terms, as they may be amended from time to time, as well as any administrative and implementing documents issued by the ECCA, as amended by the ECCA from time to time, which is incorporated by reference herein (hereinafter referred to collectively as the “Requirements”). The Licensee agrees (a) to pay all Label Scheme fees and assessments adopted by the ECCA, and (b) to cooperate in any way requested by ECCA in assuring that the terms of the Label Scheme are being met.

3. The Licensee acknowledges that this Licence is personal to Licensee and specific to a product and production site. Neither the Licence, nor any rights under the Licence, may be transferred, assigned or sublicensed to third parties. Licensee’s parents, subsidiaries, affiliated entities, or other production sites that have not been granted the Label are not authorised to use the Mark, except with the prior written permission of the ECCA.

4. Any failure by the Licensee to comply with the terms and conditions of this Agreement or the Requirements may result in the immediate revocation of the Licence, in addition to any other damages incurred by ECCA. The determination of compliance by the Licensee with the Requirements shall be made by ECCA in its sole discretion.

5. The Licensee agrees that it will not alter, delete, or amend the Mark or the glossy print of the Mark, which it shall receive from the ECCA, except with respect to size. The Licensee’s use of the Mark will be of such size as to permit legibility of the wording. Licensee may use the colours set forth in Exhibit A or may use black or shades of grey. Licensee may only use the entire Mark as shown in Exhibit A.

6. The Licensee acknowledges the ownership of the Mark by the ECCA, agrees that it will do nothing inconsistent with such ownership and that all uses of the Mark by Licensee, or permitted parents, subsidiaries, or affiliated companies, shall inure to the benefit of the ECCA. Licensee agrees that nothing in this Licence shall give Licensee any right, title or interest in the Mark other than the right to use the Mark in accordance with this Licence, and Licensee agrees that it will not attack the ownership or title of the ECCA to the Mark and will not attack the validity of this Licence.

7. The Mark may only be used as set forth in the ECCA Premium® Procedural Regulations. The Mark may not be used in any manner that, in the sole discretion of ECCA discredits ECCA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterises the relationship between the ECCA and the Licensee.

8. The attached Mark is the sole and exclusive property of the ECCA. Use of the Mark shall create no rights for Licensee in or to the Mark or in their use beyond the terms and conditions of this limited and revocable Licence. ECCA shall have the right, from time to time, to request from Licensee samples of use of the Mark from which it may determine compliance with this Agreement. ECCA reserves the right to prohibit use of the Mark if it determines, in its sole discretion, that the Licensee’s usage of the Mark, whether wilful or negligent, is (a) not in strict accordance with the Requirements, (b) otherwise could discredit ECCA or tarnish its reputation and goodwill, or (c) references prepainted metal products that are no longer subject to a ECCA Premium® label scheme. Violation of the Regulations by Licensee may, at the sole discretion of ECCA, result in the revocation of the Licence with respect to all labelled prepainted metal products.

9. The Programme (including its administrative provisions and dispute settlement provisions) may be revised or modified by ECCA from time to time and such revisions or modifications shall be deemed the applicable Requirements referred to herein.

10. The ECCA, its officers, directors, members, employees and counsel shall not be liable for any act or omission of Licensee and Licensee shall (a) defend any claims made against ECCA, its officers, directors, members, employees and counsel, and (b) indemnify and hold harmless ECCA, its officers, directors, members, employees and counsel from any liability which may be imposed upon ECCA, its officers, directors, members, employees and counsel from any and all damages or claims (including reasonable attorneys’ fees) resulting from or arising out of Licensee’s acts or omissions, Licensee’s use of the Mark, Licensee’s participation in the Programme, or reference to ECCA.

11. The Licensee agrees to waive any and all claims against the ECCA, its officers, directors, members, employees and counsel and shall indemnify and hold harmless ECCA and its officers, directors, members, employees and counsel from any liability arising out of the acts or omissions of any officer, agent, employee or counsel of ECCA in connection with or in any way relating to the conduct of the Label Scheme, the duties or responsibilities of ECCA under this Licence Agreement or the granting, administration or suspension of this Licence Agreement.

12. This Licence Agreement may be suspended at any time by ECCA in whole or in part in the event that

(a) Licensee is misusing the Mark in any respect;

(b) Licensee is not complying with the Regulations;

(c) Certification lapses pursuant to the provisions of the Label Scheme; or

(d) Licensee in any other respect is not complying with any other provision of this Licence Agreement.

(e) Licensee has failed to pay required fees and charges assessed under the Label Scheme.

The ECCA shall give the Licensee written notice of the suspension of all or any part of this Agreement. Such notice shall set forth the ground or grounds of suspension and shall set forth a statement of facts supporting such grounds.

13. This Agreement shall be in force until ................... and shall be renewed for a new three year period after a successful Renewal Inspection, unless terminated or suspended in accordance with other terms of this Agreement. The Agreement may be terminated at any time by the Licensee by giving sixty (60) days advance written notice of termination to ECCA. The Agreement may be terminated by ECCA on written notice to Licensee at any time.

14. In the event of the suspension or termination of this Agreement, Licensee shall immediately cease using the Mark and, upon demand of an authorised ECCA representative, shall surrender to ECCA all materials containing the Mark then in the Licensee’s possession or under its control. All fees associated with a period of suspension or termination will be forfeited.

15. The fees are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Fees shall have been paid in advance of granting the licence and are non-refundable. The Board of Directors of ECCA shall determine from time to time fees to be paid under the Agreement.

16. The Licensee acknowledges and agrees that compliance with the terms of this Agreement is necessary to protect the goodwill and other proprietary interests of ECCA and that a breach of this Agreement by Licensee would result in irreparable and continuing harm to ECCA for which there would be no adequate remedy at law. Accordingly Licensee agrees that in the event of any breach of this Agreement, the ECCA shall be entitled to legal remedies (including monetary damages). The provisions of this Paragraph shall survive the termination of this Agreement.

17. This Agreement may not be assigned by the Licensee without the written permission of ECCA.

18. This Agreement may only be amended in writing. It is agreed that an amendment in any other way whatsoever is not valid and the parties may not invoke in legal proceedings any amendment of the present agreement that has been carried out in a way other than described above.

19. Any disputes arising from this Agreement will be resolved before the courts of Brussels, Belgium. Belgian law is applicable.

In witness whereof, the parties have caused this Master Agreement to be signed by their duly authorised representatives and officers, in XXXXXXXXXXXXXXXXX, on XXXXXXXXXXXXXXXXX, in two originals, one for each party.

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| For the ECCA AISBL | For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Yvonne BarcelonaManaging Director | NAMECAPACITY |