

GINETEX

THE INTERNATIONAL ASSOCIATION FOR TEXTILE CARE LABELLING



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TRADEMARK MASTER LICENSE AGREEMENT

(Membership of a National Committee as Participating Member)

BETWEEN THE UNDERSIGNED:

GROUPEMENT INTERNATIONAL D'ETIQUETAGE POUR L'ENTRETIEN DES TEXTILES (GINETEX), a French "Association" organized under the French Law of 1 July 1901, having its registered office at 37 rue de Neuilly, 92110 Clichy, France, represented by its President, Mr. Thomas Rasch,

(hereinafter referred to as "**GINETEX**")

COMITE FRANÇAIS DE L'ETIQUETAGE POUR L'ENTRETIEN DES TEXTILES (COFREET), a French "Association" organized under the French Law of 1 July 1901, having its registered office at 37 rue de Neuilly, 92110 Clichy, France, represented by its President, Mr. Yann Balguerie,

(hereinafter referred to as "**COFREET**")

on the one hand,

And

SOTEX GINETEX CZ, z.s., formerly called SOTEX, with its headquarters located at Václavská 237/6, 603 00 Brno, Czech Republic, represented by its Chairman, Mr. Pavel Malčík,

hereinafter referred to as "**SOTEX GINETEX CZ**")

on the other hand,

(hereinafter collectively referred to as the "**Parties**")

**WHEREAS:**

GINETEX, the International Association for Textile Care Labelling, took over in 1975 from the "International Symposium on Textile Care Labelling" which was established in 1963.

COFREET is the French Committee and secretarial body of GINETEX.


GINETEX has developed a language-independent textile care labelling system based on the use of a series of five graphic symbols in the following combination:





This graphic template is original and enjoys copyright or author's right protection. It also has a distinctive appearance and is used as a service mark.

The service mark is registered or applied for in many countries throughout the world, either in the name of GINETEX alone or in the joint name of GINETEX and COFREET.


Reference is hereby made to the previous trademark master license agreement entered into by GINETEX and COFREET, of the one part, and SOTEX GINETEX CZ, of the other part, on 8 September 1997. The latter license agreement concerned the following trademarks designating the Czech Republic:

- International Registration (IR) No. 211247  , designating the former state of Czechoslovakia, inter alia, since 11 July 1958, and the Czech Republic, by means of a "continuation of effect" recorded in the International Register on 17 August 1993, and granted protection in that country in respect of goods in classes 16, 24 and 25.

Since the conclusion of the previous trademark master license agreement on 8 September 1997, GINETEX and COFREET have jointly secured additional trademark rights by means, among others, of the following registrations covering services of interest and extending their effects to the Czech Republic:


- International Registration (IR) No. 492423  , designating the Czech Republic, inter alia, since 9 February 1998, and granted protection in that country in respect of goods and services in classes 16, 24, 25 and 40;
- International Registration (IR) No. 849319  , designating the Czech Republic, inter alia, since 6 October 2004, and granted protection in that country on 19 January 2007 in respect of goods and services in classes 16, 24, 25, 26, 27, 37, 40, 41 and 42, including the following services, inter alia:
 - "Information and advice in the field of maintenance of textiles and textile goods." (class 37)
 - "Information and advice in the field of treatment of textiles and textile goods." (class 40);



- International Registration (IR) No. 849320 , designating the Czech Republic, inter alia, since 6 October 2004, and granted protection in that country on 19 January 2007 in respect of goods and services in classes 16, 24, 25, 26, 27, 37, 40, 41 and 42, including the following services, inter alia:

"Information and advice in the field of maintenance of textiles and textile goods." (class 37)

"Information and advice in the field of treatment of textiles and textile goods." (class 40);

- International Registration (IR) No. 1166804 , dated 29 May 2013, claiming a priority date of 30 November 2012, designating the European Union as a whole, inter alia, where it was granted protection on 21 May 2014, and covering the following services:

"Information and advice relating to maintenance of textiles and textile articles, as part of a responsible approach aimed at environmental sustainability, water and energy savings and sustainable development." (class 37); and

- International Registration (IR) No. 1167082 , dated 29 May 2013, claiming a priority date of 30 November 2012, designating the European Union as a whole, inter alia, where it was granted protection on 21 May 2014, and covering the following services:

"Information and advice relating to maintenance of textiles and textile articles, as part of a responsible approach aimed at environmental sustainability, water and energy savings and sustainable development." (class 37).

International Registrations (IRs) No. 211247, 492423, 849319, 849320, 1166804 and 1167082 are hereinafter collectively referred to as the "Trademarks".

GINETEX and COFREET wish to grant a master license of the Trademarks to SOTEX GINETEX CZ so that SOTEX GINETEX CZ may in turn grant sublicenses of the Trademarks to individuals, legal entities and associations (including members thereof) in the Czech Republic.

IT HAS BEEN AGREED AS FOLLOWS:

Article I

- GINETEX and COFREET hereby grant an exclusive master license of the Trademarks in the Czech Republic to SOTEX GINETEX CZ, who accepts, so that SOTEX GINETEX CZ may in turn grant sublicenses of the Trademarks to individuals, legal entities and associations (including members thereof) in the Czech Republic.
- In return, SOTEX GINETEX CZ shall be a Participating Member or national committee of GINETEX and shall pay the annual membership fee determined each year by a vote of the GINETEX General Assembly. For the purpose of determining the applicable membership fee, SOTEX GINETEX CZ comes under the category "small country" established by GINETEX.



- GINETEX and COFREET reserve themselves the right to grant directly to some large entities, whatever their country of incorporation or registration, global licenses of the Trademarks for all countries including the Czech Republic.


Article II

GINETEX shall not have more than one Participating Member or national committee in the Czech Republic.

The Participating Member (*i.e.* SOTEX GINETEX CZ) must comply with the following conditions:

- a) Legal structure conforming to the national laws
- b) Independence and autonomy
- c) Representation: it should be made up of members from the textile industry and clothing branches
- d) Authority to enforce its decisions.
- e) Adoption of the symbols and codes recognized by GINETEX in accordance with the relevant regulations.
- f) Agreement to insure protection of the symbols and Trademarks within the framework and according to the prescriptions of national law.
- g) To become a P-Member of ISO TC 38/SC 2/WG 12, if actually and legally possible.

The validity of this Agreement depends and shall remain dependant on SOTEX GINETEX CZ's membership to GINETEX and on compliance by SOTEX GINETEX CZ with the GINETEX Statutes, Internal Regulations, Technical Booklet, rules and decisions. SOTEX GINETEX CZ shall ensure proper enforcement in the Czech Republic of the GINETEX Statutes, Internal Regulations, Technical Booklet, rules and decisions. This Agreement shall remain in force as long as SOTEX GINETEX CZ remains a Participating Member of GINETEX.

- In case SOTEX GINETEX CZ ceases to be a Participating Member of GINETEX, SOTEX GINETEX CZ's membership right to use the Trademarks and to grant sublicenses of the Trademarks shall be automatically and forthwith forfeited. In any sublicense of the Trademarks granted to a third party by SOTEX GINETEX CZ during its membership of GINETEX, SOTEX GINETEX CZ as the licensor shall be replaced forthwith either by GINETEX or by a new participating Member of GINETEX in the Czech Republic, as shall be directed by GINETEX. SOTEX GINETEX CZ shall cooperate with GINETEX or the new Participating Member of GINETEX in the Czech Republic in order to ensure a smooth transmission of the license rights.
- SOTEX GINETEX CZ shall ensure that use by itself and by its sub-licensees of the Trademarks, particularly the mark " ", subject matter of IR No. 849319, and the graphic symbols the latter mark is comprised of, is made in strict compliance with the rules and prescriptions of GINETEX and meets the requirements of the "rules of use" and Technical Booklet established by GINETEX.

Article III

GINETEX and COFREET shall make their best endeavours to maintain the Trademarks in force. However, GINETEX and COFREET cannot guarantee that the Trademarks shall not be invalidated, cancelled or revoked on an action brought by a third party. Should any of the Trademarks be declared invalid, cancelled or revoked by a court's final decision, SOTEX GINETEX CZ shall have the right to terminate this Agreement forthwith without any compensation whatsoever for GINETEX or COFREET.

Whatever the cause may be, no legal proceedings concerning liability may be brought against GINETEX and/or COFREET more than two months after the cause of the said action has been or should have been identified. The

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joint liability of GINETEX and COFREET shall in any case be limited to the total amount of ten thousand (10,000) Euros.

Article IV

This Agreement entitles SOTEX GINETEX CZ to grant sublicenses of the Trademarks to individuals, legal entities and associations (including members thereof) located in the Czech Republic and wishing to use the Trademarks, under terms set out by SOTEX GINETEX CZ which shall not contravene any regulation or rule established by GINETEX.

Article V

Under this Agreement, SOTEX GINETEX CZ may authorize sub-licensees of the Trademarks to export textile products (whatever the country of manufacture) bearing any of the Trademarks, from the Czech Republic to other Member countries of GINETEX, as well as to countries where the Trademarks are registered, provided that use of the Trademarks, and particularly of the graphic symbols the mark “” is comprised of, conforms with Article II above.

Reciprocally, sub-licensees of the Trademarks in other Members countries of GINETEX are entitled to export to the Czech Republic - under the same conditions - textile products bearing any of the Trademarks, provided that use of the Trademarks, and particularly of the graphic symbols the mark “” is comprised of, conforms with GINETEX rules and regulations.

Article VI

This Agreement supersedes and replaces the previous license agreement of 8 September 1997 between the Parties.

This Agreement shall be governed and construed in all respects in accordance with the substantive laws of France.

Any dispute, claim or controversy concerning the interpretation or enforcement of this Agreement, that fails to be amicably settled between the Parties, shall be finally settled by the competent Courts of Paris, France.

Date: Clichy, 16 February 2015

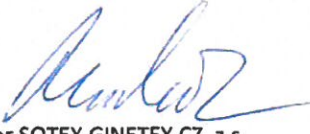
In three counterparts, one for each signatory

For GROUPEMENT INTERNATIONAL D'ETIQUETAGE
POUR L'ENTRETIEN DES TEXTILES (GINETEX)

The President
Mr. Thomas Rasch

For COMITE FRANÇAIS DE L'ETIQUETAGE POUR L'ENTRETIEN DES TEXTILES (COFREET)

The President
Mr. Yann Balguerie


For SOTEX GINETEX CZ, z.s
The Chairman
Mr. Pavel Malčík

