

**TRADEMARK-COPYRIGHT LICENSE AGREEMENT**

This license together with the exhibit is made between Singtex Industrial Co., Ltd. (the Licensor) a Taiwan corporation with offices at No. 10, Wuquan 2 Rd., Xinzhuang Dist., New Taipei City, 24892 and \_\_\_\_\_ (the Licensee) a \_\_\_\_\_ corporation with offices at \_\_\_\_\_, on behalf of themselves and their respective wholly owned subsidiaries. Said license is entered into and is effective as of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, and continues until termination date as defined herein, except as otherwise noted.

- 1 **OBJECTS.** The Licensor has exclusive rights to certain trademarks, service marks, trade names, names and licenses (the “Marks”) and copyrights associated with the marketing, promotion and labeling of products and conduct of programs.
- 2 **DEFINITION.** “Promotional Materials” means: including but not limited to pictorial images, design graphics, written text, photographs and copyrights therein, owned or licensed by the Licensor.
- 3 **GRANT OF LICENSE.** Licensor hereby grants to Licensee a non-exclusive license to use the “Marks” for the sole purpose of promoting the products/programs as of \_\_\_\_\_ within the territories of \_\_\_\_\_ and for no other purpose.
- 4 **TERM.** This agreement shall commence on the date above written and, in the absence of any other event causing termination, this agreement shall terminate on the date of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ or upon no less than one month prior written notice by the party initiating the termination to the other party.
- 5 **LIMITATIONS OF USE.**
  - 5.1 The Licensor reserves the exclusive right to use, or license others to use, the “Marks” in connection with any and all activities. The Licensee acknowledges that any rights granted constitute a license and not a transfer of title. Licensee does not obtain any ownership right, title, or other interest in

Licensors copyrighted materials or trademarks by downloading, copying, or otherwise using these materials.

- 5.2 The Licensee shall not sublicense or assign this license and any rights in the “Marks” granted herein to any third party.
- 5.3 The Licensee shall not print, feature or otherwise use the “Marks” in a truncated form. Licensee may not sell, alter, modify, license, sublicense, copy, or use the materials in any way other than has been specifically authorized by Licensor in written.
- 5.4 The Licensee shall not use the “Marks” on or in association with any materials or products not pre-approved by Licensor. No other reproductions of the “Marks” or any portion of the “Promotional Materials” by the Licensee will be permitted, unless approved by the Licensor.
- 5.5 Neither Licensee, nor any entity which is affiliated or under common control of Licensee, shall use, or change its name to, any name confusingly similar to or, in the Licensor’s reasonable judgment, suggestive of any of the “Marks” or any other trademark or trade name at any time used by the Licensor. The Licensee shall not use the “Marks” except as permitted by this agreement, nor shall it use the “Marks” at any time during or after termination of this Agreement and any other mark or any variation, or knockoff thereof, for any purpose intended to trade upon the goodwill represented by the “Marks” other than in conformity with this agreement.
- 5.6 Upon termination of the license granted by this agreement for any reason, the Licensee shall immediately discontinue all use of the “Marks.”

## **6 ENFORCEMENT OF LICENSOR’S RIGHTS.**

- 6.1 If the Licensee learns of any unauthorized use of “Promotional Materials” or of any of the “Marks” or any colorable imitation thereof or any name or “Marks” confusingly similar thereto, it shall immediately inform the Licensor in writing of such unauthorized use. Neither party shall proceed to court without first attempting to resolve all disputes through the Collaborative process. In the event the parties are not successful in resolving all matters through the Collaborative process, any suit or other proceeding on account thereof shall be prosecuted by the Licensor in its discretion and, whenever possible, in the name of the Licensor and by its counsel and the expenses of the suit or proceedings shall be borne by the Licensor and any damages recovered shall be retained by the Licensor. If in the discretion of Licensor’s counsel the Licensee is required to be a party plaintiff, Licensee hereby authorizes the Licensor to so add it and to conduct the prosecution of the action in joint name through the Licensor’s counsel at the Licensor’s expense and with recovery to be retained by the Licensor.
- 6.2 If any suit, action or other proceeding shall be instituted or threatened against the Licensee by a third party for trademark infringement with respect to any of the “Marks” and /or copyright infringement with respect to “Promotional Materials,” then the Licensor shall have full control of the defense. On condition that the suit against the Licensee is not by virtue of an act which

would constitute a violation of this agreement, the Licensor shall be liable for the entire expense of such suit, action or proceeding.

6.3 The Licensee acknowledges that any use of any of the “Marks” or “Promotional Materials” other than in accordance with this Agreement will cause irreparable damage to the Licensor. Therefore, in the event of any such breach or threatened breach by the Licensee, the Licensor shall be entitled, in addition to and not in lieu of damages, to specific relief including, without limitation, an order preliminarily enjoining any such breach or threatened breach before trial.

7 **INDEMNITY.** The Licensee will protect, indemnify, defend and hold the Licensor harmless from and against any and all claims, demands and liabilities of whatever nature, and all costs or expenses including reasonable attorney’s fees incurred in connection with any claim or action arising out of Licensee’s activities under this agreement.

8 **MISCELLANEOUS.**

8.1 The parties intend by this Agreement to establish the relationship of Licensor and Licensee, and it is not the intention of either party to undertake a joint venture to make one an agent of the other except to the limited extent expressly provided in this Agreement.

8.2 In the event that performance of this Agreement or any part thereof by Licensee or the Licensor shall be prevented by reason of an Act of God, fire, flood, war, public disaster, strikes or labor difficulties, government enactment or order, or any other cause beyond their control, they shall not be liable for their respective obligations hereunder during the period such prevention or delay exists. It is understood and agreed that there shall be no claim for damages for any such prevention or delay.

8.3 This agreement is the full and final understanding of the parties and replaces all previous understandings between the parties except as noted herein.

8.4 The parties have caused this Agreement to become a legally binding agreement in accordance with its terms.

9 **DISPUTE RESOLUTION.**

9.1 The Agreement and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of the Republic of China (Taiwan) as applied to agreements entered into and to be performed entirely within Taiwan between Taiwan residents, without regard to conflicts of law principles.

9.2 Any and all disputes arising under or in connection with this Agreement will be fully and finally settled by arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce (I.C.C.) then in effect. The number of arbitrators will be three. Each party will nominate a co-arbitrator and the two co-arbitrators will jointly nominate a third arbitrator, who will

