

**FRANCHISE AGREEMENT FOR A “CORK” TRADE MARK
OPERATION LICENSE**

Between

a) *The first granter*
.....(company’s name), with registered office in
.....
....., represented by,

and

b) *The second granter*.....
.....(company’s name), with registered office in
.....,
represented by, is
made a franchise agreement for operation license granting right of use of the trade mark
“CORK”, registered under the n°.....

(*see document n.º 6 to fill in that field*). The present agreement stipulates the following
clauses :

1. The first granter is the holder of above mentioned trade mark’s registration.

2. By means of the present deed, the first granter grants the second granter a license to
exploit the above mentioned trade mark in the following countries:
.....
..... (to be completed according to enclosed document -
Doc n° 6: countries where the mark is registered).

3. The franchise concerns the following products :

4. The franchise will last for at least **3 (three) years** from the date of present agreement
on, being automatically extended for equal periods, unless it is terminated by any of the
contracting parties at least six months before each period’s time limit. During the 2 first
years, any company certified by SYSTECODE is exempt from paying the prices
stipulated for the use of the mark in its products; for the companies which have been
granted with the Attestation SYSTECODE the prices (stipulated in the document n° 7-

Prices for the use of cork mark) will be applied on the third year.

- 5. The trade mark’s exploitation by the second granter will be considered as if performed by the first granter.
- 6. The second granter will dispose of all the powers granted to the first granter for all legal purposes, namely to prove his right to the trade mark before any official organizations.
- 7. The second granter commits himself to comply with all provisions mentioned in this agreement, as well as with the “CORK” trade mark Regulation, and declares to be fully aware of its contents, attached to the present agreement.
- 8. In case of nonfulfilment on the side of the second granter of the provisions included in the present agreement and/or in the “CORK” trade mark Regulation, the first granter may suspend or withdraw the right to use the trade mark’s exploitation franchise.
- 9. The one or the other granters may plead the trade mark, either before the regional Organization where the trade mark has been registered, or before Court, against any franchises that misleadingly may be taken for it, as well as against possible counterfeits.
- 10. The first granter commits himself to perform all the acts required for the registration’s management.
- 11. It is understood that the right acquired by means of the franchise object of this deed cannot be transferred without the first granter’s definite consent in writing.
- 12. The second granter will be in charge of taking all the necessary steps to register the franchise object of this deed at the entrusted Organization of each geographical area.
- 13. In case of a possible appeal to legal action in the scope of this agreement, the entitled Court will be the one belonging to the registered office’s area of the second granter.

.....(*place*), (*date*)

The first granter

The second granter