

CERTIFICATION MARK LICENSING AGREEMENT

This agreement is concluded between

GERMAN CERTIFICATION BODY LLC, Norashen 25, Shop 141, Ajapnyak, 0097 Yerevan,
Republic of Armenia, represented by Gevorg Tovmasyan

(herein after referred as **“Certification Body”** or **“Licensor”**);

and

TESTCOMPANY

TESTstr.

0000 TEST_City

TEST_Country

represented by TEST_director

(herein after referred as **“Client”** or **“Licensee”**).

Hereinafter, the Certification Body and the Client are jointly referred to as the “Parties” and/or individually as “Party”.

The Parties mutually and expressly recognize their legal capacity to execute this Certification Mark Licensing Agreement (hereinafter the “Agreement”), pursuant to the terms and conditions provided herein.

1. PREAMBLE

1.1 The Licensor and the Licensee concluded a Certification Agreement with each other.

1.2 The Licensor is the rights holder and/or owner of the Certification Mark.

1.3 The Licensor grants, based on and during active Certification, the right to use the Certification Mark to third parties in order to identify products, services and processes, or Management Systems certified by the Certification Body.

1.4 By virtue of this Agreement and under the conditions set out in this Agreement, the Licensor grants the Licensee the right to use the Certification Mark for the purpose to identify

its products, services and processes, or Management Systems certified by the Certification Body during time of active Certification.

2. TERMS AND DEFINITIONS

The parties hereby agree that the following definitions shall apply:

2.1 Certification Scheme

certification system related to specified products, process or service to which the same specified requirements, specific rules and procedures apply.

2.2 Certification Body or Licensor

conformity assessment body operating Certification Schemes, granting certification for Management Systems, and issuing certificates. In this document, the term is related to the GERMAN CERTIFICATION BODY LLC, Norashen 25, Shop 141, Ajapnyak, 0097 Yerevan, Republic of Armenia.

2.3 Client or Licensee

organization or person that has been granted with certificate and right to use Certification Mark by the Certification Body.

2.4 Certification

the provision of assessment and impartial third-party attestation that fulfillment of specified requirements has been demonstrated.

2.5 Certification Mark

unregistered and/or registered trademarks used to identify products, services and processes or Management Systems for which certification was granted.

2.6 Management System

any Management System certified by the Certification Body, e.g. ISO 9001, ISO 14001, ISO 27001 or ISO 45001.

3. SUBSTANTIVE AND TERRITORIAL SCOPE

3.1 The purpose of this Agreement is to provide the Licensee with the right to use the Certification Mark for the identification of products, services and processes, or Management Systems certified by the Licensor.

3.2 As long as Certification is valid, the right to use the Certification Mark is granted in accordance with the conditions set out in this Agreement without any territorial restrictions.

4. LICENSE GRANTED

4.1 The Licensor grants to the Licensee, subject to and upon compliance with the provisions agreed herein and in the Certification Agreement, a limited, non-exclusive, non-transferable, revocable Certification Mark license during active Certification.

4.2 As long as license for using Certification Mark is granted, the Licensee shall have the right to refer to the Certificate of Conformity and Certification Mark for certified product, service or process, or Management System in publications, and in promotional and marketing materials.

4.3 The Licensee may use the Certification Mark, which shall include the individual Certification ID of the Licensee, in order to declare or indicate that the Certification Body has certified a particular Certification Scheme or Management System. The Licensee may use the Certification Mark, for example,

- a) in case of product or service certification, on certified products and their packaging (not in case of Management System certification);
- b) in case of product or service certification, on a webpage, application or software which is related to its certified product, service, or process (not in case of Management System certification);
- c) in case of product or service certification, in print or electronic media related to the certified product, service, or process (not in case of Management System certification);
- d) in case of product or service certification, on advertising displays related to the certified product, service, or process (not in case of Management System certification), and
- e) in case of Management System certification, on webpages, advertising displays, print or electronic media related to the Licensee (and not its products or services).

4.4 The Licensee shall, in publications, promotional and marketing materials refer to the Certificate of Conformity and Certification Mark in an appropriate manner, and shall not endanger or cause damage to the reputation of the Certification Body or Certification Mark.

4.5 The Licensee shall use the Certification Mark only in the form provided by the Licensor and only in connection with successfully certified products, services and processes or Management Systems. Any change of the Certification Mark is prohibited.

4.6 The Licensee shall not use the Certification Mark in any other way not explicitly stated in this Agreement.

5. OWNERSHIP OF THE CERTIFICATION MARK

5.1 The Licensor is the rights holder and the sole lawful owner of the Certification Mark.

5.2 The Licensee explicitly acknowledges the Licensor's exclusive rights on and goodwill related to the Certification Mark. The Licensee shall not, through its actions or through statements, contest the Licensor's rights on the Certification Mark.

5.3 The Licensee shall not apply for trademark registration of the Certification Mark or any word, image or other sign imitating the Certification Mark.

5.4 The Licensee shall ensure that its subsidiaries, employees, contractors, vendors, dealers, affiliates and agents will respect the Licensor's rights in regards to the Certification Mark.

5.5 The Licensor has the right to change the Certification Mark at any time and it shall immediately inform the Licensee about such change. The Licensee shall not have right to object to changes of the Certification Mark or ask for any kind of compensation for changes.

6. NON-EXCLUSIVITY, NON-ASSIGNABILITY AND NON-TRANSFERABILITY

6.1 The Licensor retains the right to grant the use of the Certification Mark to other successfully certified parties.

6.2 The Licensee shall not assign the right under this Agreement or provide sub-licenses to other parties.

6.3 This Agreement or the rights granted by it are non-transferable.

7. LICENSE FEES - ROYALTIES

The use of the Certification Mark under this Agreement is royalty-free.

8. TERM AND TERMINATION

8.1 The term of this Agreement follows the term of Certification granted to the Licensee and term of Certification Agreement.

8.2 The Licensor retains the right to terminate this Agreement immediately in case that the Licensee infringes any of the provisions of this Agreement or Certification Agreement.

8.3 The Licensor or the Licensee shall have the right to terminate this Agreement, in case that the other party files a petition of bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any Bankruptcy Law, or discontinues or dissolves its business.

8.4 This Agreement will be deemed as automatically terminated if the Certification Agreement is terminated, Certification or re-Certification is not granted or Certification is withdrawn or expired.

8.5 If the Certification Agreement is renewed and Certification has been granted, this Agreement shall be deemed extended for the validity period of active Certification.

9. LICENSEE's OBLIGATIONS

9.1 The Licensee shall ensure that the Certification Mark is only used to identify products, services and processes or Management Systems that are certified by the Certification Body.

9.2 The Licensee shall not use any other Certification Mark, trademark, or other distinctive sign of the Licensor other than the Certification Mark provided by the Licensor.

9.3 The Licensee shall maintain continuous compliance with the provisions of this Agreement regarding the use of the Certification Mark. The Licensee shall make sure that the certified products, services and processes or Management Systems bearing the Certification Mark remain in compliance with the Certificate of Conformity and shall immediately notify the Licensor about any change in the products, services and processes or Management Systems that may affect its compliance with the Certification requirements.

9.4 The Licensee shall inform the Licensor without undue delay about any complaint by a third party regarding the Certification Mark.

9.5 The Licensee shall discontinue the use of the Certification Mark without undue delay upon termination of this Agreement or of the Certification Agreement with the Certification Body.

10. LICENSOR'S OBLIGATION

10.1 The Licensor shall allow the use of and provide guidance on the proper use of the Certification Mark.

10.2 The Licensor shall promptly inform the Licensee about any change regarding the use or the ownership of the Certification Mark.

11. MONITORING AND CONTROL OF USE OF THE CERTIFICATION MARK

11.1 The Licensor controls the use of the Certification Mark by the Licensee and carries out continuous surveillance in order to verify the Licensee's compliance with this Agreement.

11.2 For the purpose of control of use of the Certification Mark, the Licensee shall provide the Licensor with any necessary information and, if necessary, grant upon request and within working hour's access to representatives of the Licensor to its documentation and records, relevant equipment, location(s), area(s), personnel and Client's subcontractors.

12. MISUSE AND CORRECTIVE ACTIONS

12.1 In regards to this Agreement, at least the following actions constitute misuse of the Certification Mark:

- a) placement of the Certification Mark on products or use to distinguish products, services and processes that are not certified and thus not allowed to bear the Certification Mark;
- b) any imitation of the Certification Mark by the Licensee;
- c) use of the Certification Mark in a form that differs of the one provided;
- d) use of the Certification Mark in a way that results to Licensor's defamation or tend to lower its reputation.

12.2 If one of the above cases arises, the Licensor may take any necessary action for the correction of the misuse against the Licensee, which is appropriate to the nature, and the subsequences of the misuse.

12.3 The Licensee shall desist of any action that would constitute a breach of this agreement and remedy any breach.

12.4 In case of any violation of this Agreement or misuse of the Certification Mark, the Licensor shall notify the Licensee to take necessary corrective action as soon as possible but in no case later than thirty calendar days from notification. Inability of the Licensee to comply with a deadline shall entitle the Licensor to terminate this Agreement.

12.5 For the purpose of this Agreement, the Licensor may in its sole discretion choose between one or more of the following:

- a) suspend the use of the Certification Mark by removing or disconnecting the Certification Mark from the products, services and processes of the Licensee until compliance with this Agreement and/or the Certification Agreement; and/or
- b) make a public announcement of the misuse; and/or
- c) immediately inform the Supervisory Authority about the misuse of the Certification Mark, where the severity of the case imposes such action. The Licensor shall, if necessary, provide the Licensee guidance regarding the corrective measures to be taken; and/or
- d) take other necessary measures suitable to remedy the breach.

12.6 In case the Licensee takes corrective actions against the misuse, the Licensor shall carry out an audit in order to ascertain the remedy of the misuse and provide the Licensee with a report of the audit. In case the Licensor made a public announcement of the misuse, it shall provide for an announcement regarding the correction of the misuse. In case the Licensor informed the Supervisory Authority about the misuse, the Licensor shall inform it about the correction of the misuse.

12.7 In case Licensee does not take any corrective action within the deadline, this Agreement will be terminated and Licensee shall immediately cease to and desist from using the Certification Mark.

12.8 The Licensor reserves its right to take any legal action against the Licensee for restitution of any monetary damage caused to the Licensor because of misuse of the Certification Mark. The Licensee recognizes and agrees that in case of breach of any of the provisions herein it may be liable also for non-monetary damages caused to the Licensor.

12.9 The Licensee is entitled and shall take any necessary measure and act in a manner that would effectively stop and avoid any further damage of the Licensor regarding misuse of Certification Mark.

13. Arbitration Clause

13.1 All disputes arising out of or in connection with this agreement or any other agreement between the parties, or their validity, shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law.

13.2 The arbitral tribunal shall be comprised of a sole arbitrator.

13.3 The seat of the arbitration shall be in Munich, Germany. For economic reasons, both parties agree to online arbitration and will use any online meeting system provided by the arbitrator.

13.4 The language of the arbitration shall be German.

13.5 The rules of law applicable to the merits shall be German Law.

13.6 Provider and Subscriber jointly nominate the following Attorney at Law to act as the arbitrator:

Ulrich Baumann

c/o CORPLEGAL

Prinzregentenstr. 22

80538 Munich (Germany)

Telephone: +49 (0)89 / 23 23 73 6-0

Telefax: +49 (0)89 / 23 23 73 6-91

E-Mail: mail@corplegal.global

13.7 The arbitrator can assign the case to another arbitrator without obtaining consent of the parties.

13.8 The arbitrator and contact details set out may be updated from time to time. The Client hereby agrees that the Certification Body may change the arbitrator on its own discretion, if such changes are published on the Certification Body's website and will apply to all contractual partners of the Certification Body. The Certification Body may transfer pending cases from the old to the new arbitrator on its own discretion.

14. AMENDMENTS

The Parties may amend this Agreement at any time. Any amendment shall be made in writing.

15. MISCELLANEOUS

15.1 Partial severability. If one or more provisions of this Agreement become invalid, illegal, or unenforceable, that shall not have influence on the remaining provisions, unless the intention of the parties to this Agreement has been significantly distorted in the absence of the invalid or legally unenforceable provision(s).

15.2 Waiver. The failure of any party to enforce at any time one or more of the provisions of this Agreement shall in no way be considered as a present or future waiver of such provisions. No provision of this Agreement may be waived except by a written document executed by the Party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

15.3 Third party's rights. There are no intended third party beneficiaries of this Agreement. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be interpreted as conferring any rights on any other persons.

THE CONTRACTING PARTIES:

Date: 02.09.2024

For the Licensor:

For the Licensee:

Signature and stamp:

Signature:

Gevorg Tovmasyan
