INTELLECTUAL PROPERTY LICENCE AGREEMENT

This license is between **STRONGDOR LIMITED**, incorporated and registered in England and Wales with company number 06934375 whose registered office is at Carnforth Business Park, Oakwood Way, Carnforth, LA5 9FD ("**Licensor**"); and

"Licensee"	
Company Registration Number:	
Registered Address:	
"Website"	
Date:	

BACKGROUND

(A) The Licensor is the owner of the Licensor's IPR (as defined below).

(B) The Licensee wishes to use the Licensor's IPR in the Territory (as defined below) and on the Website (as defined above) in relation to the Licensed Products (as defined below) and the Licensor is willing to grant the Licensee a licence to use the Licensor's IPR on the terms and subject to the conditions of this licence.

(C) For the avoidance of doubt, the Licensee is not permitted to use the Licensor's IPR in or on any third party products or any other products or materials that are not Licensed Products.

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Effective Date: the date of this agreement.

IPR: copyright and related rights, trade marks (including but not limited to the Marks) and all other intellectual property rights, in each case whether registered or unregistered in the drawings, designs, descriptive literature and other materials and data relating to the Licensed Products provided by the Licensor to the Licensee from time to time.

Licensed Products: the Licensor's goods which the Licensor agrees to supply to the Licensee for onward sale from time to time.

Materials: the advertising and promotional materials to which the Marks are applied or any other of the Licensor's IPR is used pursuant to this licence.

Marks: the registered trade marks (or applications), details of which are set out in the Schedule.

Territory: United Kingdom.

VAT: value added tax.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5 A reference to **writing** or **written** includes email but not fax.

1.6 Any words following the terms; **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. LICENCE

2.1 In consideration of the Licensee's purchase of the Licensed Products, the Licensor grants to the Licensee a non-exclusive licence to use the Licensor's IPR in the Territory and on the Website in relation to the Licensed Products, subject to the terms of this licence.

2.2 Any goodwill derived from the use by the Licensee of the Licensor's IPR shall accrue to the Licensor. The Licensor may, at any time, call for a document confirming the assignment of that goodwill and the Licensee shall immediately execute it.

2.3 No rights or licences are conferred on the Licensee pursuant to this licence except those expressly set out in this licence and for the avoidance of doubt, the Licensee is strictly prohibited from using the Licensor's IPR in or on any third party products or any other products or materials that are not Licensed Products.

3. QUALITY CONTROL AND MARKING

3.1 The Licensee's licence to use the Licensor's IPR is subject to the following conditions:

(a) the Licensee shall comply with any brand guidelines issued or provided to it by the Licensor from time to time;

(b) samples of all Materials shall be submitted to the Licensor for its approval prior to being used;

(c) the Licensee shall, on the Licensor's request, promptly supply to the Licensor a reasonable number of random samples of Materials;

(d) the Licensee shall not do or fail to do any act or thing whereby the validity, enforceability or the Licensor's ownership of the trade mark registrations for the Marks, or the reputation or goodwill associated with the Licensor's IPR anywhere in the Territory, is likely to be prejudiced; and

(e) the Licensee shall procure that all Materials, descriptive literature, and all other materials carrying the Mark or any of the Licensor's IPR (including but not limited to any literature or other materials included on the Website), be marked with:

"Strongdor secured by steel is the registered trade mark of Strongdor Limited."

4. INDEMNITY

4.1 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

(a) the Licensee's exercise of its rights granted under this agreement;

(b) the Licensee's breach or negligent performance or non-performance of this agreement; and

(c) the enforcement of this agreement.

4.2 If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, by the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

5. PROTECTION OF THE IPR

5.1 The Licensee shall promptly inform the Licensor of any suspected unauthorised use of any of the Licensor's IPR of which it becomes aware, and shall provide the Licensor with such documents, information and assistance as it can in relation to any such use.

5.2 The Licensor gives no warranty and makes no representation in or pursuant to this licence that the use of the Licensor's IPR, nor the use, sale or other dealing in any the Licensed Products, does not or will not infringe the rights of others.

6. DURATION AND TERMINATION

6.1 This licence shall commence on the Effective Date and may be terminated by the Licensor by giving 14 days' notice of such termination to the Licensor.

6.2 The Licensor may terminate this licence by notice with immediate effect if:

(a) the Licensee commits any breach of this licence which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the Licensor to do so;

(b) the Licensee begins negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;

(d) the holder of a qualifying floating charge over the assets of the Licensee has become entitled to appoint or has appointed an administrative receiver or a receiver is appointed or a person becomes entitled to appoint a receiver over all or any of the assets of Licensee or an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Licensee;

(e) the Licensee ceases, or threatens to cease, to carry on all or substantially the whole of its business;

(f) any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 6.2(b) to clause 6.2(d) (inclusive).

6.3 The Licensee undertakes to the Licensor that, save as expressly permitted by this licence, it will not make any use anywhere in the world of the Mark or any name or mark intended or likely to be confused or associated with it. In particular, upon termination of this licence for any reason the Licensee shall cease immediately to make any use of the Mark and the Licensor's IPR.

6.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

7. ASSIGNMENT AND OTHER DEALINGS

The Licensee shall not assign, transfer, mortgage, charge, sub-license, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this licence without the prior written consent of the Licensor.

8. GOVERNING LAW

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

9. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE
Marks

Mark	Registered? (Y/N)	Application or registration no.	Date of application or registration	Classes	Specification
Steeldor	Yes	UK00003149164	13 May 2016	6	Figurative
Glassdor	Yes	UK00003159646	22 July 2016	6	Figurative
Climador	Yes	UK00003230052	28 July 2017	6	Figurative
Louvidor	Yes	UK00003149233	13 May 2016	6	Figurative
Ballistidor	Yes	UK00003149212	13 May 2016	6	Figurative
Securidor	Yes	UK00003149215	13 May 2016	6	Figurative
Firedor	Yes	UK00003149165	13 May 2016	6	Figurative
Gasdor	Yes	UK00003149226	13 May 2016	6	Figurative
Acoustidor	Yes	UK00003149180	13 May 2016	6	Figurative
Blastdor	Yes	UK00003149222	13 May 2016	6	Figurative
Fastdor	Yes	UK00003149161	13 May 2016	6	Figurative
ATEXdor	Yes	UK00003149224	13 May 2016	6	Figurative
Strongdor secured by steel	Yes	UK00003151721	13 May 2016	6	Figurative

Signed by **Tim Devenish**
for and on behalf of
STRONGDOR LIMITED



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Director

Signed by
for and on behalf of

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Director