

## TRADEMARKS LICENCE AGREEMENT

THIS AGREEMENT, effective as of the 7<sup>th</sup> day of November, 2005 by and between GS1 AISBL, an international non-profit making association incorporated in Belgium having a place of business at 326 Avenue Louise, 1050 Brussels, Belgium (hereinafter called "LICENSOR"),

and GS1 ROMANIA  
a NON-PROFIT ASSOCIATION incorporated in the State of Romania  
having its principal place of business at 50A AVIATORILOR AVENUE, BUCHAREST  
011864, ROMANIA.  
(hereinafter called "LICENSEE").

WHEREAS this Licence forms part of the Membership Agreement between LICENSOR and LICENSEE according to which LICENSEE is recognised by LICENSOR as the sole representative of LICENSOR in the territory for which LICENSEE has been authorised to operate by LICENSOR.

WHEREAS the aim of this Licence is to lay down the conditions for the use of LICENSOR's registered trademarks (hereinafter referred to as "the Marks") by LICENSEE.

WHEREAS LICENSOR is the owner of the Marks listed in Schedule A of this Agreement and LICENSEE is desirous of using the Marks in connection with its business activities.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. LICENSOR hereby grants to LICENSEE a non-transferable, royalty-free Licence to use the Marks in the State mentioned in Schedule A of this Agreement. This Licence is exclusive to the extent that only LICENSOR and LICENSEE can use the Marks. The Licence does not include the right to grant sub-licenses.
2. LICENSEE hereby accepts the Licence subject to the following terms and conditions:
  - i LICENSEE acknowledges that LICENSOR is the owner of the Marks and will do nothing inconsistent with such ownership and that nothing in this Licence shall give LICENSEE any right, title or interest in the Marks, other than the right to use the Marks in accordance with this Licence. LICENSEE agrees that it will not challenge LICENSOR's ownership of the Marks or challenge the validity of this Licence. LICENSEE further agrees to assist LICENSOR in recording this Agreement with any appropriate government authority.

- ii LICENSEE agrees that it will use the Marks according to the directions of LICENSOR and observe any specifications and instructions prescribed from time to time by LICENSOR. LICENSEE agrees that it will not register any of the Marks or register any confusingly similar marks or variations of the Marks that include any representation of the Marks with country designations.
  - iii LICENSEE further agrees that it will undertake no activities with respect to the Marks that will disparage, bring into disrepute or damage the goodwill and public image associated with the Marks or otherwise harm the reputation of LICENSOR.
  - iv LICENSEE agrees that the nature and quality of the services rendered by LICENSEE in connection with the Marks shall conform to standards set by and under the control of LICENSOR.
  - v. LICENSEE agrees to hold LICENSOR harmless from any and all claims, damages and expenses, whether for personal injury, property damage, or otherwise, arising from, or in connection with the rendering of services under the Agreement.
  - vi. Upon termination of this Agreement, LICENSEE agrees that all rights in the Marks acquired by LICENSEE shall be automatically vested solely and exclusively in LICENSOR. LICENSEE shall immediately cease all use of the marks in relation to the goods and services and remove the Marks from its premises and equipment and cancel any use of the Marks on any stationery, packaging, advertising or promotional material.
3. This Agreement shall have effect solely in the State or Territory specified in Schedule A of this Agreement and will remain in force and effect until one of the following events occur:
    - (a) Termination of the Membership Agreement between LICENSOR and LICENSEE;
    - (b) Breach of any of the provisions of this Agreement which shall continue uncured for a period of thirty (30) days following written notice thereof to LICENSEE by LICENSOR;
    - (c) In the event that the Marks are no longer registered in relation to the goods and services in the State mentioned in Schedule A of this Agreement;
    - (d) Insolvency of LICENSEE.
  4. If any unauthorised use of the Marks shall come to the notice of either party, such party shall promptly notify the other party of the nature of such misuse. Upon prior written consent from LICENSOR, LICENSEE shall have the right to bring infringement proceedings or unfair competition proceedings involving the Marks.
  5. This Agreement shall be governed and interpreted in accordance with the laws of the State of Belgium. In the event of any controversy or claim arising out of or relating to this Agreement or any breach thereof, any such controversy or claim

shall be settled by the Belgian courts and each party agrees to submit to the jurisdiction of such courts.

6. In the event that any provision of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction, such provision or provisions or part thereof shall be considered separate from the remaining provisions of this Agreement which shall remain in full force and effect.

Schedule A

Trade Mark	Application No.	Registration No.	Class	State/Territory
GS1		850909	16, 41, 42	Romania
		850908	16, 41, 42	Romania

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in two copies as of the day and year first above written.

FOR LICENSOR:

By Monica Walsh

**GS1**  
Avenue Louise 326, bte 10  
B - 1050 Bruxelles  
Tel: +32.2.788.78.00  
Fax: +32.2.788.78.88

NAME IN BLOCK CAPITALS: Monica WALSH

TITLE: General Manager Corporate Services

FOR LICENSEE:

By Ciprian Ioscp

NAME IN BLOCK CAPITALS: Ciprian IOSCP

TITLE: Chief Executive Officer

