

License agreement

License agreement

Concluded between:

AKYGA EUROPE Sp. z o.o. 52-200 Suchy Dwór, ul. Wrocławska 1C, NIP: 899-23-30-318, REGON: 932135371 District Court for Wrocław-Fabryczna, VI Commercial Registry Division, KRS 0000040000, Share capital PLN 2,100,000. hereinafter referred to as AKYGA EUROPE

and

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.....

represented by:

....., hereinafter referred to as / hereinafter referred to as the Recipient.

Due to the fact that the Parties concluded on a commercial cooperation agreement for the sale of the goods found in the commercial offer of AKYGA EUROPE, the parties hereby agree on the manner and scope of the use by the Recipient of trademarks belonging to AKYGA EUROPE as well as the manner and scope of using photos and descriptions of goods in the AKYGA EUROPE commercial offer available on the website.

The parties agree as follows:

§ 1

1. The parties understand the following word and graphic symbols as AKYGA EUROPE trademarks: Akyga
2. AKYGA EUROPE declares that it is an entity authorized in the territory of the Republic of Poland to use the following registered trademarks: Akyga and is entitled to grant a license for their use within the scope of this agreement.
3. AKYGA EUROPE declares that it is an entity entitled only to copyrights to photos, marketing texts, texts and technical drawings and video clips of goods offered by AKYGA EUROPE and to descriptions of these goods presented on the websites: and is entitled to license them use within the scope of this agreement.
4. The Parties agree that if AKYGA EUROPE starts to use trademarks other than those mentioned in sec. 1 above, this license agreement will apply to them accordingly.

§ 2

1. During the term of the commercial cooperation agreement of AKYGA EUROPE grants the Recipient a license to use by the recipient only for marketing and advertising purposes, trademarks within the meaning of paragraph 1. point 1 with which the goods have been marked purchased by the Recipient from AKYGA EUROPE and licenses to use photos, texts only for marketing and advertising purposes marketing, texts and technical drawings, video clips and descriptions of goods purchased by the recipient from AKYGA EUROPE available at the addresses listed in paragraph 1 point 3. above, subject to the paragraphs below.
2. Under the license granted, the Recipient has the right to use the license objects only in the following fields of use:
 - a) posting the license objects unchanged on the website mentioned in the cooperation agreement for the purpose of advertising goods purchased from AKYGA EUROPE.
 - b) posting the license objects unchanged on other advertising media (leaflets, newspapers, billboards, citylights and any other graphic design and electronic data, etc.).
 - c) posting the objects of the license in the content of commercial information sent in electronic form to the Recipient's client for the purpose of advertising goods purchased from AKYGA EUROPE.
3. The recipient is prohibited from using signs created as combinations of trademarks with other letters, words, signs and pictures. Aimed at evoking associations with trademarks under pain of paying a contractual penalty of PLN 5,000 for each infringement, however, if the damage suffered by AKYGA EUROPE as a result of the violations exceeds the amount of the contractual penalty, AKYGA EUROPE is entitled

violations exceeds the amount of the contractual penalty, AKYGA EUROPE is entitled to claim damages in excess of this penalty on general terms 4. The license referred to in paragraph 1 is non-exclusive and limited in time in accordance with paragraph 1 paragraph 3. 5. The Recipient may sub-license (further license) other entities to use trademarks, photos and descriptions of goods under the pain of liability referred to in paragraph 3 section 3 below. 6. The non-exclusivity of the license means that AKYGA EUROPE may grant a license to use trademarks, photos and descriptions of goods entities other than the Recipient, and the Recipient shall not be entitled to any claims in this respect, regardless of the scope of the license granted to third parties. 7. The Recipient may not make any changes to the subject of the license without the express written consent of AKYGA EUROPE.

§ 3

1. This agreement shall terminate no later than on the day of the expiry of the commercial cooperation agreement concluded by the parties on
2. AKYGA EUROPE may terminate this agreement at any time upon 1 month's notice. Termination should be made in writing, otherwise null and void.
3. AKYGA EUROPE has the right to terminate the agreement without notice, with immediate effect if finding a breach by the Recipient of the provisions of the agreement, in the case of using the license objects in a ridiculous, negative context or otherwise violating the legitimate interests of AKYGA EUROPE.
4. The Recipient declares that he is aware that the breach of the above provisions of the Agreement may also be classified: - as a breach of a trademark to which only AKYGA EUROPE is entitled in the territory of the Republic of Poland within the meaning of the provisions of the industrial property law of June 30, 2000 (Journal of Laws of 2003, No. 119, item 1117, as amended) - as a violation of AKYGA EUROPE, referred to in the provisions of the Civil Code; - as an act of unfair competition referred to in the provisions of the Act on Combating Unfair Competition of April 16, 1993

§ 4

1. This agreement is subject to Polish law
2. The parties will strive to amicably settle any disputes that may arise in connection with this agreement. In the event of commencement of a court dispute, the competent court and locally competent court will be the District Court in Wrocław
3. This agreement was drawn up in two identical counterparts, one for each party.

Recipient

AKYGA EUROPE

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