

THE WOOLMARK COMPANY

WOOL BLEND LICENCE AGREEMENT

Licence Number: 30000499

PARTY DETAILS

“THE WOOLMARK COMPANY”	Name:	In this Agreement ‘ The Woolmark Company ’ or ‘ TWC ’ refers collectively to each of the companies and associations which are listed in Annexure G against a country which is within the Territory licensed under this Agreement.		
	Address:	Level 6, 68 Harrington Street, Sydney, The Rocks NSW 2000, Australia	Contact person:	Kirsten Berg Licensing@wool.com
	Telephone:	+61 2 8295 3100	Facsimile:	+61 2 8295 4100

THE USER	Name:	Pretty Sweaters Ltd. (the ‘ User ’)	Company No (if any):	
	Address:	222, Gacha Chayadana National University Gazipur Dhaka 1704 Bangladesh	Contact person:	Rashed Sharif rashed.sharif@prettygroupbd.com
	Telephone:	+88 02 9292382	Facsimile:	+88 02 8959014

1. DEFINITIONS

1.1 In this Agreement:

“**Agreement**” has the meaning referred to in clause 21.4.

“**Authorised Label Supplier**” means an entity authorised by TWC to supply Labels on its behalf listed in Annexure E, as updated by TWC from time to time.

“**Authorised Laboratory**” means an entity authorised by TWC for Testing of Licensed Products and Labels listed in Annexure D, as updated by TWC from time to time.

“**Brand Guidelines**” means brand guidelines issued by TWC for the use of the Mark and Labels, set out in Annexure C, as updated by TWC from time to time.

“**Commission Manufacture**” means the manufacture of Licensed Products by a third party (a “**Commission Manufacturer**”) on behalf of the User, solely for supply by the User.

“**Commission Manufacturing Territory**” means the relevant territory specified in the Licence Details.

“**Distribution Territory**” means the relevant territory specified in the Licence Details.

“**Group Users**” means the entities referred to in Annexure I (if any).

“**Intermediate Products**” means products which are yarns, fabrics or components of finished articles.

“**Labels**” means any label (including any hang or swing tag, sew-in or heat adhesive label or similar, tag, ticket, transfer, hand knitting yarn ball band or other item) bearing the Mark, used on or in relation to Licensed Products.

“**Licence Details**” means the matters set out in the schedule attached to these Terms and Conditions.

“**Licence Year**” means from the date of execution until 30 June, and thereafter from 1 July to 30 June.

“**Licensed Products**” means products of the type for which use of the Mark is permitted as set out in the Licence Details, and in relation to which the Mark is used.

“**Manufacturing Territory**” means the relevant territory specified in the Licence Details.

“**Mark**” means each registration and pending application for a mark in the form identified in Annexure A, as updated by TWC from time to time, owned by a TWC Entity, to the extent such registration or pending application relates to the Licensed Products.

“**Rules**” means rules filed with each relevant regulatory authority in applicable countries as part of the registration of the Mark in that country.

“**Specifications**” means the technical specifications for the Licensed Products referred to in Annexure B, as updated by TWC from time to time, to the extent they are applicable to the Mark and to the products of the type set out as the Licensed Products.

“**Term**” means the term of this Agreement.

“**Terms and Conditions**” means these terms and conditions.

“**Territory**” means the Manufacturing Territory, the Distribution Territory and Commission Manufacturing Territory.

“**Testing**” means testing of the Licensed Products for compliance with the Specifications, and includes Acceptance Testing and Quality Assurance Testing as referred to in clause 9.

“**Testing Charges**” means amounts payable in respect of Testing by reference to the then current charges of the relevant Authorised Laboratory.

“**The Woolmark Company**” or “**TWC**” refers collectively to each of the companies and associations which are listed in Annexure G against a country which is within the Territory licensed under this Agreement, and “**TWC Entity**” means any such company or association.

“**Trade Association Users**” means the entities referred to in Annexure J (if any).

1.2 All other capitalised terms in this Agreement have the meaning set out in the Party Details on the front page or in the Licence Details schedule.

2. PARTIES BOUND BY THIS AGREEMENT

2.1 The parties agree to be bound by and contract on the terms set out in this Agreement.

3. LICENCE TO USE THE MARK

3.1 Subject to execution of this Agreement and payment of the Licence Fee, TWC grants to the User for the Term a non-exclusive licence to use the Mark in the Territory only for the Permitted Purposes on the terms of this Agreement.

3.2 If any Group Users are listed in Annexure I then, subject to payment of the applicable Licence Fee, the additional provisions set out in Annexure I will apply to this Agreement.

3.3 If any Trade Association Users are listed in Annexure J then, subject to payment of the applicable Licence Fee, the additional provisions set out in Annexure J will apply to this Agreement.

3.4 The rights granted in clause 3.1 may not be transferred, sublicensed or exercised by any other person except as expressly permitted by this Agreement.

3.5 Nothing in this Agreement will preclude TWC or its associated entities from using the Mark (or any modified version) in any manner or combination, or granting a licence to any other person to do so in the Territory.

4. LICENCE FEES

4.1 The User must pay to TWC (or its nominated payee specified on the relevant invoice) the non-refundable Licence Fee:

(a) for the first Licence Year, or part Licence Year, on or before the date of execution of this Agreement; and

(b) for each subsequent Licence Year, at least 30 days prior to the start of the Licence Year.

4.2 TWC may at its discretion require payment of a pro rata Licence Fee for a period of less than one year so that for subsequent Licence Years the Licence Fee is payable on the same date as for other licensees.

4.3 The Licence Fee payable by licensees has been calculated on the basis it should recover (in part) the costs of TWC and its associated entities in administering, maintaining and promoting the Woolmark scheme worldwide.

5. USE OF THE MARK

5.1 The User must:

- (a) use best endeavours to preserve the value and validity of the Mark;
 - (b) use the Mark only in connection with Licensed Products;
 - (c) comply with, and ensure Licensed Products and Labels produced by or on behalf of the User are produced in accordance with:
 - (i) the Specifications, Brand Guidelines and other quality and use standards and requirements notified by TWC from time to time (including using the ® and ™ symbols as appropriate);
 - (ii) in countries where the Mark is a certification or collective mark, the Rules;
 - (iii) applicable laws throughout the Territory;
 - (iv) the obligations set out in Annexure F – Unethical Labour Practices; and
 - (v) other reasonable requirements notified in writing by TWC from time to time.
 - (d) obtain prior written approval from TWC before applying the Mark to any advertising or promotional materials and ensure all such materials comply with the Brand Guidelines and applicable self-regulatory codes and applicable laws and are not misleading;
 - (e) not expressly or by implication represent that any characteristic of the Licensed Products which has not been prescribed by TWC is certified by the Mark or controlled by TWC; and
 - (f) include prominently on all Licensed Products, Labels, and all promotional, technical and packaging materials applying the Mark, the Licence Number of this Agreement, a batch number identifying the User or such other statement that the Mark is used under licence from TWC as is approved by TWC, in a permanent and legible form and in a manner consistent with that set out in the Specifications and Brand Guidelines (if any).
- 5.2 During the Term and following the termination or expiry of this Agreement the User must not, and must not assist any other person to:
- (a) engage in any conduct which threatens the validity of the Mark or endangers the capacity of the Mark to be registered or used;
 - (b) use the Mark in a manner which is derogatory, generic or descriptive, misleading or detrimental to its reputation or that of TWC; or
 - (c) use any mark or name, or use, register or renew any company name, business name, trade mark, domain name or similar, which is likely to cause consumer confusion with respect to, or is substantially identical or deceptively similar to, the Mark or the name of the Mark (in English or any translation).
- 6. LABELLING AND INFORMATION STATEMENTS**
- 6.1 Unless TWC has expressly agreed in writing, the User must only use Labels supplied to the User by TWC or on its behalf by an Authorised Label Supplier.
- 6.2 The User will only be entitled to receive Labels for use with respect to a Licensed Product where Acceptance Testing, and Quality Assurance Testing if requested, has confirmed the relevant samples for that product line comply with the Specifications.
- 6.3 The User may request in writing that TWC appoint an additional Authorised Label Supplier, which request will be determined by TWC in good faith at its discretion having regard to the proposed supplier's competency to fulfil the role as a Label supplier, including its reputation, resources and technical capacity. Any appointment will be on such terms as may be agreed by TWC and the supplier.
- 6.4 The User will be charged a fee for the supply of Labels which will be notified by TWC or an Authorised Label Supplier on its behalf. The User must agree the fee prior to submitting an order for the supply of Labels and, unless otherwise directed, pay the fee directly to the Authorised Label Supplier on TWC's behalf in advance at the time of submitting the order.
- 6.5 With respect to the use of Labels, the User must:
- (a) ensure the Labels comply with the Brand Guidelines and all applicable laws in the Distribution Territory relating to labelling, including any warnings or instructions with respect to fibre content, use, care, handling, fire safety and other characteristics;
 - (b) comply with all directions by TWC to include on the Labels information or instructions relating to cleaning, care and use;
 - (c) not use any temporary label or packaging bearing the Mark unless the Licensed Product also carries a permanently affixed Label; and
 - (d) ensure that the Label is applied in a position which is sufficiently visible to the consumer.
- 6.6 The User must:
- (a) if a Licensed Product is an Intermediate Product, give to its customers a full and detailed statement confirming that the Licensed Product complies with the Specifications; and
 - (b) if the User dyes a Licensed Product give to its customers a full and detailed statement confirming that the Licensed Product meet the Specifications relating to colour fastness.
- 7. SOURCING OF INTERMEDIATE PRODUCTS**
- 7.1 The User must keep accurate and up to date records of all Intermediate Products used in the Licensed Products, and the User's own manufacturing specification for Licensed Products, including the source, blend books and details of fabric or yarn fibre content, and must produce such records and permit them to be inspected and copied by TWC or its representatives on a confidential basis on request.
- 7.2 If the User sources an Intermediate Product from a supplier licensed to use the Mark by TWC for the Intermediate Product, records evidencing a confirmation from the supplier that the Intermediate Product complies with the Specifications will satisfy the User's obligation to ensure the Intermediate Product complies with the Specifications under this Agreement.
- 7.3 If the User sources Intermediate Products from a supplier not licensed by TWC, the User must:
- (a) on request by TWC confirm that it is sourcing such Intermediate Products, and provide such details of the supplier and Intermediate Products as TWC reasonably requests;
 - (b) retain samples of each Intermediate Product for inspection by TWC; and
 - (c) ensure the Intermediate Products comply with the Specifications.

- 8. COMMISSION MANUFACTURE**
- 8.1 If Permitted Purposes include Commission Manufacture, the User must ensure:
- (a) the Commission Manufacturer uses the Mark only for Licensed Products manufactured for the User in the Commission Manufacturing Territory;
 - (b) the Commission Manufacturer complies with all obligations of the User under this Agreement to the extent applicable to it; and
 - (c) any permission to use the Mark automatically terminates on the date of expiry or termination of this Agreement.
- 8.2 The User is responsible for and indemnifies TWC from and against all loss, damage and expense arising out of or in connection with the use of the Mark by a Commission Manufacturer engaged by it which is not in accordance with this Agreement.
- 8.3 The User is responsible for controlling the supply to and use by a Commission Manufacturer of Labels supplied by User or on its behalf, and must ensure on completion or termination of the Commission Manufacture all unused Labels in the possession or control of the Commission Manufacturer are returned or destroyed.
- 8.4 Any failure by:
- (a) the User to comply with clause 8.1; or
 - (b) a Commission Manufacturer to comply with any obligation referred to in clause 8.1(b),
- will be an infringing use of the Mark and, in addition to any other right or remedy it may have, TWC reserves its rights to bring infringement proceedings (including civil and criminal proceedings).
- 8.5 The User may only appoint a Commission Manufacturer if the Commission Manufacturer holds a valid licence from TWC to use the Mark or is domiciled in a country listed in the Exempted Countries List in Annexure H.
- 9. TESTING**
- 9.1 Prior to the supply, sale, offer for sale or distribution of any product line forming part of the Licensed Products, the User must ensure:
- (a) samples of the relevant Licensed Products have been submitted at its cost for Testing by an Authorised Laboratory (not being the User) in accordance with this clause 9 (**Acceptance Testing**); and
 - (b) the Testing confirms the samples comply with the Specifications to TWC's satisfaction.
- 9.2 At the request of TWC, the User must from time to time, at its cost submit additional samples of Licensed Products for Testing by an Authorised Laboratory (which may be the User where it is an accredited Authorised Laboratory) (**Quality Assurance Testing**), not exceeding 12 times in any one Licence Year.
- 9.3 Where Testing is to be undertaken on TWC's behalf by an Authorised Laboratory (not being the User):
- (a) the User must nominate an Authorised Laboratory within 30 days of the beginning of each Licence Year;
 - (b) the User must at its cost provide samples of Licensed Products to the Authorised Laboratory; and
 - (c) the Authorised Laboratory will provide to the User and TWC the results of the Testing.
- 9.4 Where an Authorised Laboratory ceases to be authorised during a Licence Year, TWC will notify the User and the User must nominate an alternative Authorised Laboratory.
- 9.5 The User will be charged the Testing Charges for the Testing which will be notified by TWC or the Authorised Laboratory on its behalf. The User must agree the Testing Charges prior to submitting Licensed Products for Testing and, unless otherwise directed, pay the Testing Charges to the Authorised Laboratory on TWC's behalf in advance at the time of submitting the samples.
- 9.6 Where Testing is to be undertaken by the User itself as an accredited Authorised Laboratory, it must:
- (a) undertake the Testing of samples of Licensed Products at its cost; and
 - (b) provide to TWC the results of all Testing within 30 days of completion (whether or not the samples passed Testing).
- 9.7 If Quality Assurance Testing shows a Licensed Product does not comply with the Specifications (as determined by TWC or the Authorised Laboratory on TWC's behalf), TWC without limiting its other rights or remedies may by notice in writing, at its discretion, require the User, with respect to that Licensed Product and such additional Licensed Products as are determined by TWC, to do one or more of the following:
- (a) cease all use of the Mark on or in relation to the Licensed Products;
 - (b) cease all supply of the Licensed Products; and
 - (c) undertake, at its cost, further Testing of the Licensed Products in such manner as is directed by TWC.
- 9.8 If the User wishes to undertake Quality Assurance Testing for its Licensed Products itself, it may request accreditation as an Authorised Laboratory for that purpose by notifying TWC in writing providing all information requested by TWC. Any decision to accredit the User as an Authorised Laboratory will be at the discretion of TWC and will be subject to a separate agreement.
- 10. RECORDS AND INSPECTION**
- 10.1 The User must keep, with respect to all Licensed Products and Labels, by product type, accurate and up to date records of manufacturing (including Commission Manufacture), stock on hand and sales and provide to TWC in writing within 30 days of each 30 June and 31 December full details, by product type, of:
- (a) its volume of sales of Licensed Products and Labels distributed for the previous six month period; and
 - (b) its stocks of Licensed Products and Labels.
- 10.2 The User must permit TWC or its authorised representatives during normal business hours to:
- (a) visit each of the places where the Licensed Products or raw materials are examined for conformity with the Specifications or are manufactured or stored, and take and keep (at no cost to TWC) a reasonable number of samples of the Licensed Products, Labels and raw materials for analysis and examination; and
 - (b) inspect the testing systems, related records, any additional documents or things relevant to User's compliance with the terms of this Agreement (including any records and confirmations obtained from suppliers of Labels or Intermediate Products), stocks of Licensed Products, and quality control samples of

Licensed Products.

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| 11. | NON-COMPLIANT PRODUCTS OR LABELS | 13.7 | If the User becomes aware any person alleges that the Mark is invalid or liable to be removed from the register, infringes any rights of another person, or is open to any other adverse claim, the User must not make any admission, but must immediately report the matter in writing to TWC. |
| 11.1 | If TWC becomes aware that the User has used, or authorised the use of the Mark on or in relation to any products which: | | |
| | (a) are not Licensed Products; | 13.8 | To the extent permitted by law, any powers conferred on licensees or authorised users of the Mark by applicable legislation (including with respect to sublicensing, enforcement, customs notices or similar rights) are expressly excluded. |
| | (b) do not comply with the Specifications; or | | |
| | (c) are labelled, advertised or promoted other than in accordance with this Agreement, | 13.9 | On request by TWC, the User must at its own expense do all things necessary to record the User as a licensee, or registered or authorised user of the Mark in countries within the Territory and to cancel or remove such recordal. |
| | then, without limitation to any other right or remedy of TWC, the User must at its own expense: | | |
| | (d) immediately remove the Mark from the products; | 14. VARIATION | |
| | (e) withdraw those products from the trade and market (if necessary by re-purchasing them); and | 14.1 | TWC may vary: |
| | (f) where the products have been sold to an ultimate consumer, use best endeavours to identify such consumer and exchange the products for Licensed Products which comply with the Specifications and are correctly labelled, or refund the price paid. | (a) | the Specifications by not less than 12 months' written notice; and |
| | | (b) | the Brand Guidelines and any other term of this Agreement by not less than 3 months' written notice. |
| 12. | INSURANCE | 14.2 | If the User does not agree to a variation it may terminate this Agreement by notice in writing to TWC within 3 months of the variation notice, but will otherwise be deemed to agree to the variation, which will take effect on expiry of the notice period. |
| 12.1 | The User must take out and maintain at its expense, during the term of this Agreement, and for 3 years thereafter, all mandatory insurance required by applicable laws, and appropriate (having regard to the nature and size of its operations) public and product liability insurance for its activities under this Agreement, including its manufacture, distribution and supply of Licensed Products. The User must provide proof of insurance on request by TWC. | 15. PAYMENTS UNDER THIS AGREEMENT | |
| 13. | INTELLECTUAL PROPERTY | 15.1 | All amounts payable under this Agreement will be invoiced and payable in the currency specified in the relevant invoice, such amounts to be calculated by reference to the currency of the Licence Fee based on a rate of exchange reasonably selected by TWC at the date of preparing the relevant invoice or such date as is mandatory under the applicable governing law. Payments under this Agreement may be made by credit card on the facilities made available on the website of TWC, by bank cheque, or by electronic funds transfer to the bank account specified on the relevant invoice. |
| 13.1 | The User acknowledges and agrees that all right, title and interest in and to the Mark is owned absolutely by and is the exclusive property of TWC and, except for the licence granted to the User by this Agreement, it has no right, title or interest in or to the Mark. | 15.2 | If any amounts payable or any supply made under or in connection with this Agreement, are subject to payment of any tax (including value added, goods and services, use, sales, withholding or excise tax or duty), the User must pay such taxes as additional amounts and must otherwise do all things necessary to ensure the recipient receives the amount payable to it in accordance with this Agreement (free from any liability in respect of any tax or duty). |
| 13.2 | All goodwill arising from use of the Mark by or on behalf of the User inures solely to the benefit of TWC. | 15.3 | TWC will be entitled to: |
| 13.3 | The User must, at its own expense, provide all assistance (not including financial assistance) reasonably requested by TWC to protect, maintain and enforce the Mark, including by executing necessary documents. | (a) | be reimbursed by the User for TWC's legal costs (on a solicitor and own client basis) in recovering any amount due under this Agreement; and |
| 13.4 | The User must notify TWC immediately providing all relevant details upon becoming aware of: | (b) | subject to applicable law, to be paid interest at the rate of 6% per annum on any amounts due but not paid, provided that if the interest rate specified above is not permitted or is not enforceable under applicable law, the interest rate is to be such maximum amount as is permissible or in such manner as is enforceable. |
| | (a) any actual or apparent infringement or unauthorised use by any person of the Mark; or | 15.4 | The User must keep at its place of business detailed, auditable, accurate and comprehensive accounts and records of its compliance with this Agreement. Such accounts and records must be kept for at least 5 years after the termination or expiry of this Agreement. |
| | (b) any claim by any person that the activities of a party under this Agreement infringe the intellectual property rights of any person. | | |
| 13.5 | The User is not entitled to take any proceedings to protect or enforce the Mark unless TWC consents in writing to such proceedings (which consent may be withheld at TWC's discretion). The User is not entitled to compel TWC to take proceedings in respect of any infringement. | | |
| 13.6 | If TWC commences any action or legal proceeding on account of infringements, imitations or challenges to the Mark, the User must on request by TWC, at its own expense, co-operate fully and provide to TWC all reasonable assistance (not including financial assistance). | | |

- 15.5 On TWC's request, the User must produce the accounts and records referred to in clause 15.4 and permit them to be inspected and copied by TWC or its representative.
- 16. TERM AND TERMINATION**
- 16.1 Unless terminated earlier in accordance with its terms, this Agreement commences on the date of execution by TWC and continues from Licence Year to Licence Year.
- 16.2 In the event that a registration (or any pending application) for the Mark is removed or finally lapses or expires (and is not renewed or reinstated) for all products within the Licensed Products during the Term in any country within the Territory, this Agreement will cease to apply to that registration (or application) with effect from the date of removal, lapse or expiry.
- 16.3 Either party may terminate this Agreement immediately by written notice to the other party if the other party:
- (a) is unable to pay its debts as they fall due, has a receiver, administrator or liquidator or similar person appointed, or is made bankrupt or wound up in accordance with the laws of the jurisdiction of its incorporation;
- (b) is in breach of this Agreement and has failed to remedy the breach within 30 days of receipt of written notice of the breach calling for it to be remedied; or
- (c) has ceased to conduct its business.
- 16.4 The User may terminate this Agreement without cause at any time by giving at least 3 months' written notice to TWC. TWC may terminate this Agreement without cause at any time by giving at least 12 months' written notice to the User.
- 16.5 TWC may terminate this Agreement:
- (a) immediately by notice in writing to the User:
- (i) if TWC is no longer entitled to grant the rights granted under this Agreement;
- (ii) if the User has not used the Mark on or in relation to the Licensed Products for 12 consecutive months;
- (iii) if the User opposes or challenges the use, registration or validity of the Mark; or
- (iv) in accordance with Annexure F.
- 16.6 Unless otherwise agreed in writing by TWC, this Agreement automatically terminates at the end of the Licence Year if the User has not paid the Licence Fee for the following Licence Year in accordance with clause 4.1(b).
- 17. CONSEQUENCES OF TERMINATION**
- 17.1 Subject to clause 17.2, on expiry or termination of this Agreement for any reason:
- (a) the User must cease all use of the Mark;
- (b) the User must not refer to or identify or associate itself, whether directly or indirectly, with the Mark, TWC or its associated entities;
- (c) the User must, to TWC's satisfaction, destroy or return to TWC all materials which contain or refer to the Mark, including all Labels, artwork (including machine readable form) and any printing plates or blocks, forms, stereotypes or other items used to produce Labels or other material bearing the Mark in the User's power, possession or control;
- (d) all Testing Charges will be retained by the relevant Authorised Laboratory, and all Licence Fees will be retained by TWC except where this Agreement is terminated by TWC under clause 16.4 or clause 16.5(a)(i) (in which case TWC will refund a pro rata amount); and
- (e) if requested by TWC, the User will make a declaration (in a legally enforceable form) as to its compliance with this clause 17.1, and will allow TWC to visit any place controlled by the User where the Mark was used or the Licensed Products or raw materials were stored or manufactured to confirm such compliance.
- 17.2 Except where this Agreement is terminated by TWC for breach, failure or insolvency of the User, TWC agrees that for a period of 3 months following expiry or termination of this Agreement, the User may dispose of existing stocks of Licensed Products held by it on expiry or termination of this Agreement without removal of the Mark provided the Licensed Products and Labels comply in all respects with the terms of this Agreement.
- 17.3 Clauses 5.2, 7, 8.1(b), 8.2, 8.3, 12, 13.1, 13.2, 13.4(b), 13.7, 13.9, 15.3, 15.4, 15.5, 17, 18, 19 and 20 survive termination or expiry of this Agreement for any reason.
- 18. REPRESENTATIONS**
- 18.1 The User represents and warrants that it:
- (a) has the resources and capability to perform its obligations under this Agreement;
- (b) is bound by this Agreement;
- (c) has determined to execute this Agreement and use the Mark after undertaking its own enquiries, and has not relied on any matter not expressly included in this Agreement;
- (d) will at all times act in good faith towards TWC; and
- (e) will not, and will procure that its employees, agents and contractors do not, engage in any conduct or activity that will harm, or be likely to harm, TWC's name, reputation, trade marks or products, or which is otherwise offensive, corrupt or disreputable.
- 19. LIABILITY AND INDEMNITY**
- 19.1 To the extent permitted by applicable law, the User releases and indemnifies TWC and its associated entities and their officers, employees, consultants and agents (**Indemnified Parties**) from and against all loss, damage and expense (including indirect and consequential loss or damage and legal expenses on a lawyer/client basis including court costs) incurred by any Indemnified Party arising out of or in connection with:
- (a) a breach of the User's warranties or obligations contained in this Agreement;
- (b) the negligent act or omission of the User; or
- (c) the use of the Mark, or the manufacture, promotion or supply of Licensed Products, by or on behalf of the User, including by a Commission Manufacturer.
- 19.2 To the extent permitted by applicable law, TWC will not be liable to the User for any special, indirect or consequential loss or damage, loss of profit, loss of data or loss of business opportunity, suffered in connection with or arising out of this Agreement, however arising.
- 19.3 For the avoidance of doubt, nothing in this Agreement will exclude liability for death or personal injury, fraud or gross negligence.

20. GOVERNING LAW

20.1 This Agreement is governed by the laws of the jurisdiction in which the User named on the front page of this Agreement is domiciled. The parties (including any Group User and Trade Association User) agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

20.2 The parties agree and acknowledge that TWC would be irreparably harmed by any breach, or threatened breach, of clause 5.2 of this Agreement by the User and that monetary damages would be insufficient to remedy the actual or anticipated breach and acknowledge that it would be reasonable for TWC to be entitled to urgent interlocutory or interim relief in the event of breach or anticipated breach of that clause by the User.

21. GENERAL

21.1 This Agreement contains the entire Agreement of the parties with respect to its subject matter and, accordingly, except to the extent such exclusion is not permitted by applicable law, any agreement (including previous draft documents), arrangement, understanding, warranty, term, guarantee, representation or condition (whether written or oral) not expressly included in this Agreement is excluded and each party acknowledges that it does not rely on anything not included in this Agreement.

21.2 This Agreement may only be amended in accordance with its terms, or otherwise in writing signed by the parties. Any waiver of a provision of this Agreement must be in writing and signed by the party granting the waiver.

21.3 In this Agreement the words "including" or "includes" are not words of limitation and headings are for convenience only and do not affect interpretation.

21.4 A reference in this document to this 'Agreement' refers to this Agreement which consists of:

- (a) the front page providing details of the parties and the signature page;
- (b) the Licence Details;
- (c) the Specifications;
- (d) the Terms and Conditions;
- (e) the Brand Guidelines; and
- (f) Annexures A to J.

21.5 If there is any inconsistency between the different parts of this Agreement, the document listed earlier in clause 21.4 prevails to the extent of that inconsistency. If there is any inconsistency between Rules in any applicable jurisdiction and any provision in this Agreement, the Rules prevail to the extent of that inconsistency for that jurisdiction.

21.6 This Agreement is prepared and executed in the English language but the parties may execute a version of this Agreement in any other language. If there is any conflict in the meaning between the versions, English will prevail unless this would be contrary to the law governing this Agreement.

21.7 The rights and obligations of each party under this Agreement are personal and may not be dealt with without the prior written consent of the other party.

21.8 Each party agrees, at its own expense, to do everything reasonably necessary, including executing any document, to give effect to this Agreement. The User must pay all fees (including stamp duty) that may be payable in respect of this Agreement.

21.9 The User appoints TWC as the User's attorney to do anything which is contemplated by, incidental to or necessary to give effect to this Agreement.

21.10 This Agreement does not create a relationship of agency, partnership, joint venture or employment.

21.11 A notice may be served by hand, by post, by e-mail or by facsimile to the address at the front of this Agreement. In the event of communication by e-mail, the notice must be served to the Contact Person named at the front of this Agreement and, where sent to TWC, also to the Company Secretary. Where information is noted in this Agreement as been capable of being updated by TWC from time to time, TWC may do so by placing a notice on the Website.

21.12 The signatories to this Agreement warrant that they have authority to enter into this Agreement on behalf of the party they are stated to represent.

21.13 The provisions of this Agreement are severable. If any provision in this Agreement is found to be invalid or unenforceable then the provision is to be severed from the remainder of this Agreement which will remain in full force and effect.

21.14 All rights of 'TWC' under this Agreement may be enforced by any of the TWC Entities separately or together. The liability of each TWC Entity under this Agreement is several, not joint or joint and several. Where TWC is entitled or required to authorise, approve or nominate a matter or thing under this Agreement, TWC may do so by an associated entity.

Executed as an **agreement**.

To the extent required by the law governing this Agreement, the User hereby expressly acknowledges the inclusion and its acceptance of the contractual provisions set out in this Agreement and expressly and separately approves the following clauses:

- clause 3.2 (Application of User Additional Provisions listed in Annexure I, including, without limitation, paragraph 6 (User's responsibility and guaranty) and paragraph 7 (TWC's rights of termination));
- clause 4.1 (Non-refundable Licence Fee);
- clause 6.1 (User's obligations on use of Labels);
- clause 8 (User's obligations and limitations and liabilities concerning Commission Manufacture);
- clause 9.5 (Acceptance and payment of Testing Charges);
- clause 13.8 (Exclusion of Mark licensee or authorised user powers);
- clause 14.2 (User's implied acceptance of TWC's variations);
- clause 16 (Term and automatic renewal; Removal and expiry of the Mark; TWC's rights of termination);
- clause 19 (User's liability and indemnification; Limitations on TWC's liability);
- clause 20 (Governing law); and
- Annexure F (TWC's right to terminate and publicise User's name in the case of Unethical Labour Practices).

Signed for and on behalf of each entity comprising **The Woolmark Company** by its authorised representative:

Signed for and on behalf of the **User** by its authorised representative:

Signature

Signature

Print full name

Print full name

Position

Position

Signature of Witness

Signature of Witness

Print full name of witness

Print full name of witness

Date: / /201

Date: / /201

Licensed Products	Knitted Garments - Sweater, Cardigans, Waistcoat	
PERMITTED PURPOSES		
(Only ticked purposes apply)	Purpose	Tick Applicable
	To use the Mark on the Licensed Products in the manufacture of the Licensed Products in the Manufacturing Territory.	√
	To sell, offer for sale or distribute Licensed Products in the Distribution Territory.	√
	To authorise a Commission Manufacturer to use the Mark on the Licensed Products for the purpose of Commission Manufacture only in the Commission Manufacturing Territory.	<input type="checkbox"/>
Licence Fee	USD 7500	
Website	www.woolmark.com	
TERRITORY**		
Commission Manufacturing Territory		
Manufacturing Territory		
Distribution Territory	Worldwide	

**If any of the Manufacturing Territory, the Distribution Territory or the Commission Manufacturing Territory includes India, the User acknowledges that: TWC does not own the mark specified in Annexure A in India and the Mark is not licensed to the User under this Agreement in India; and Woolmark Services India Private Limited, being an associated company of TWC and the owner of the mark in the form specified in Annexure A in India, has agreed during the Term to waive its rights to take any action against the User in India to the extent such action arises out of or in connection with the use (if any) of the Mark in India by or on behalf of the User in a manner which is otherwise in compliance with all requirements of this Agreement (as if the Mark was licensed under this Agreement in India), including all quality, labelling and testing requirements.

The Mark (device only) as indicated below:

Mark Name:

WOOL BLEND



The specifications with the following titles to be provided by TWC to the User. Each full specification is available on CD-ROM or on the internet at www.woolmark.com.

PROGRAM: FIBRE CONTENT	
No.	Title
F-7	Global Fibre Content Spec Wool Blend
PROGRAM: SEMI PROCESSED	
No.	Title
SF-1	Knitted Fabric
SF-2	Flat Woven , Pile Woven and Pressed Felt fabric
SY-1**	Yarns
PROGRAM: APPAREL	
No.	Title
AK-1	Knitted Apparel Products
AM-3***	Merino Perform
AW-1	Flat Woven, Pile Woven and Pressed Felt Apparel Products

**These Product Specifications will be reissued effective from 1 December 2013.

*** These Product Specifications will be introduced 1st December 2013.

The brand guidelines with the following titles to be provided by TWC to the User. Each full brand guideline is available on CD-ROM or on the internet at www.woolmark.com.

Title
PROGRAM: FIBRE CONTENT, SEMI PROCESSED, APPAREL
Wool Blend – Wool Blend Performance
Wool Blend – Cool Wool

The following is a list of Authorised Laboratories as at 1 July 2012. TWC may update this list from time to time. All updates are available on www.woolmark.com.

Venue	Authorised Laboratory Name	Address
Australia Melbourne	AWTA - Product Testing	1st Floor, 191 Racecourse Rd, Flemington, Victoria 3031, Australia
China Beijing	Beijing Textile Fibre Inspection Institute	No15 BaliZhuangxili, Chaoyang District, Beijing, China
China Beijing	Beijing Wool,Jute & Silk Fabrics Quality Supervision Laboratory	No16 Xiaoying West Road, Qinghe Haidian District, Beijing, 100085, China
China Beijing	Test Center of Beijing Wool Textile Research Institution	Unit B, 2/F, No107 Songyu South Road, Chaoyang District, Beijing, China
China Guangzhou	GuangZhou Fibre Product Testing Institute	35-2 Caofangwei, Binjiang Middle Road, Guangzhou City, 510110, China
China Hangzhou	Quality Supervision & Inspection Center of National Textile Garment Product (Zhejiang)	Building 3, No 222 Tianmushan Road, Hangzhou, Zhejiang, 310013, China
China Nanjing	AWTA-JSIC JinAo Testing Company	Room 2601(West), Fuxin International Building No 359 Hongwu Road, Nanjing, Jiangsu, 210002, China
China Nanjing	Jiangsu Institute of Textile Testing	3 East Guanhua Street, Nanjing, 210007, China
China Shanghai	Intertek Testing Services Ltd Shanghai	2/F,Building No4 Shanghai Comalong Industrial Park, 889 Yi Shan Road, Shanghai, 200233, China
China Shanghai	KE'KEN Textile Testing & Certification Center (Shanghai)	210 Longchang Rd, Yangpu, Shanghai, China
China Shanghai	Shanghai Wool & Jute Textile Research Institute	Unit 302, No.1 Building, 988 Ping Liang Rd, Shanghai, China 200082
Hong Kong	Intertek Testing Services Hong Kong Ltd.	2F, Garment Centre, 576 Castle Peak Rd, Kowloon, Hong Kong
Hong Kong	Kaken Textile Testing and Certification Center	12/F Yen Sheng Centre, 64 Hoi Yuen Road, Kwun Tong, Kowloon, Hong Kong
Hong Kong	SGS Hong Kong Ltd.	5-7 Floor, Metropole Square, 1 On Yui Street, Sui Lek Yeun, Shatin, New Territories, Hong Kong
Hong Kong	The Hong Kong Standards and Testing Centre Ltd.	10 Dai Wang Street, Tai Po Industrial Estate, Tai Po, New Territories, Hong Kong
India Gurgaon	Intertek India Private Ltd.	290, Udyog Vihar, Phase – II, Gurgaon, Haryana, 122 016, India
Italy Prato	Istituto Tecnico Industriale Statale "Tullio Buzzi"	Via Della Repubblica 9, Prato 59100, Italy
Japan Ichinomiya	Kaken Test Center	1-1-13 Matsuhuri, Ichinomiya, Aichi Prefecture, 491-0873, Japan
Japan Ichinomiya	KE'KEN Textile Testing & Certification Centre (Chubu)	4-14-4, Kagoya, Ichinomiya City, Aichi Prefecture, 494-0002, Japan
Japan Ichinomiya	Nissenken Quality Evaluation Centre	7 Gouhigashi, Imaise-cho, Ichinomiya, Aichi Prefecture, 491-0052, Japan
Japan Nagoya	Boken Quality Evaluation Institute	1-25-15 Sakae, Naka, Nagoya, 460 -0008, Japan
Japan Nagoya	Japan Textile Products Quality and Technology Center (QTEC)	1-59, Tsujihon-dori, Kita-ku, Nagoya, Aichi Prefecture, 462-0861, Japan
Japan Osaka	KE'KEN Textile Testing & Certification Centre (Kansai)	7-5 Karakiyo-cho, Tennoji-Ku, Osaka, Japan

ANNEXURE E – AUTHORISED LABEL SUPPLIERS
Wool Blend Licence Agreement

 World Wide: SML Group – via www.wool.com/tickets*

Country/Region	SML Contact	SML Location	Address	Phone	Fax	Email
Asia						
China & Mongolia	Kathy Cai	South China (Dongguan)	South China: Shang Sha District Chang An Town, Dongguan Guangdong Province China Postal No 523867	Tel: (86 769) 8554 5888	Fax: (86 769) 8554 2240 or (86 769) 8554 3240	kathycai@sml.com
	Eddie Cheung	South China (Shenzen)	Room 10-11, 27/F Kerry Centre, No 2008 Renmin South Road, Luohu District Shenzhen, China	Tel: (86 755) 8230 0033	Fax: (86 755) 8230 0133	eddiecheung@sml.com
	Evelyn Xu	Shanghai	9/F, Hong Song Building, No. 185 HongJing Road, Min Hang District, Shanghai, China, Postal No: 201103	Tel: (86 21) 3430 8198	Fax: (86 21) 3430 8288 / 3430 8289	evelynxu@sml.com
Hong Kong & Macau	Bonnie Lam, Anita Cheng (Hong Kong)	HK	18th, 20th & 21st Floor, Citimark, No.28 Yuen Shun Circuit, Siu Lek Yuen, Shatin, Hong Kong	Tel: (852) 2699 8082	Fax: (852) 2693 2152	bonnielam@sml.com , anitacheng@sml.com
India/South East Asia Bangladesh, Cambodia, Nepal, Pakistan, Sri Lanka, Thailand, United Arab Emirates, Vietnam	Daksha Bharadwaji (Delhi, India); Shabbir Raza (Dhaka, Bangladesh); David Wong (Thailand, Vietnam, Singapore); Rizal Agus (Indonesia)	India	494, Udyog Vihar Phase-III, Gurgaon - 122 002, India	Tel: (91) 124 430 3900	Fax: (91) 124 430 3904	dakshabharadwaji@sml.com
Japan	Bonnie Lam, Anita Cheng (Hong Kong)	HK	18th, 20th & 21st Floor, Citimark, No.28 Yuen Shun Circuit, Siu Lek Yuen, Shatin, Hong Kong	Tel: (852) 2699 8082	Fax: (852) 2693 2152	bonnielam@sml.com , anitacheng@sml.com
Korea	Hyun Tahk (Seoul)	Seoul	2/F, Inhee Building, 52-1, Cheongdam- dong, Gangnam-Gu, Seoul, Korea	Tel: (82) 2 3453 4774	Fax: (82) 2 3453 4664	hyuntahk@sml.com
Taiwan	Bonnie Lam, Anita Cheng (Hong Kong)	HK	18th, 20th & 21st Floor, Citimark, No.28 Yuen Shun Circuit, Siu Lek Yuen, Shatin, Hong Kong	Tel: (852) 2699 8082	Fax: (852) 2693 2152	bonnielam@sml.com , anitacheng@sml.com
Australia						
Australia, New Zealand	Bonnie Lam, Anita Cheng (Hong Kong)	HK	18th, 20th & 21st Floor, Citimark, No.28 Yuen Shun Circuit, Siu Lek Yuen, Shatin, Hong Kong	Tel: (852) 2699 8082	Fax: (852) 2693 2152	bonnielam@sml.com , anitacheng@sml.com
USA						
USA, Canada	Joelle Farrell (New York)	New York	5 Penn Plaza, 15th Floor, New York, NY 10001, USA	Tel: (212) 736- 8800	Fax: (212) 689- 2832	joellefarrell@sml.com

ANNEXURE E – AUTHORISED LABEL SUPPLIERS

Wool Blend Licence Agreement

Country/Region	SML Contact	SML Location	Address	Phone	Fax	Email
Brazil	Silvana Currarnio	Lima, Peru	Av. Nicolas Arriola 2931, San Luis, Lima - Peru	Tel: (51) 1 326 7766	Fax: (51) 1 326 4280	silvanacurrarnio@sml.com
Mexico	Silvana Currarnio	Lima, Peru	Av. Nicolas Arriola 2931, San Luis, Lima - Peru	Tel: (51) 1 326 7766	Fax: (51) 1 326 4280	silvanacurrarnio@sml.com
Europe						
AGS Austria, Germany, Switzerland, plus Sports Europe	Barbara Boemer (Germany)	Dusseldorf, Germany	Gold-Zack-Str. 6, 40822 Mettmann, Germany	Tel: 0049 (0)2104 - 14 17 - 0	Fax: 0049 (0)2104 - 14 17 17	barbaraboehmer@sml.com
Benelux Belgium, Netherlands plus Interiors	Stacey Duncan /Debbie Caskey	UK	SML Europe Ltd, Arkwright Road, Corby, Northants, NN17 5AE	Tel 01536 408408	Fax 01536 408381	staceduncan@sml.com, debbiecaskey@sml.com
Czech Republic, Slovakia	Seckin Altun / Tansel Karademir	Istanbul Turkey	Saadetdere Mah Kazim Karabekir Cad No 7 Firuzkoy, Avcilar - Istanbul, Turkey, 34325	Tel: (0090 212) 690 10 10	Fax: (0090 212) 690 50 50	seckinaltun@sml.com / tanselkarademir@sml.com
Egypt, Jordan	Seckin Altun / Tansel Karademir	Istanbul Turkey	Saadetdere Mah Kazim Karabekir Cad No 7 Firuzkoy, Avcilar - Istanbul, Turkey, 34325	Tel: (0090 212) 690 10 10	Fax: (0090 212) 690 50 50	seckinaltun@sml.com / tanselkarademir@sml.com
France	Markus Lazerenth	Dusseldorf, Germany	Gold-Zack-Str. 6, 40822 Mettmann, Germany	Tel: 0049 (0)2104 - 14 17 - 0	Fax: 0049 (0)2104 - 14 17 17	barbaraboehmer@sml.com
Greece	Debbie Caskey / Stacey Duncan	UK	SML Europe Ltd, Arkwright Road, Corby, Northants, NN17 5AE	Tel 01536 408408	Fax 01536 408381	staceduncan@sml.com, debbiecaskey@sml.com
Italy	Fabio Cassin	Italy	Via Friuli, 55, 31020 San Vendemiano, TV, Italy	Tel: 39 043 84 91 500	Fax: 39 043 81 79 4836	fabiocassin@sml.com
Morocco	Yasser Kardouch	Casablanca Morocco	97, Zone Industrielle, Moulay Rachid, Ben M'Sik Sidi Otman, Casablanca, Morocco	Tel: +212 2270 5607	Fax: +212 2270 7456	yasserkardouch@sml.com
Nordic Denmark, Iceland, Finland, Iceland, Norway, Sweden	Stacey Duncan /Debbie Caskey	UK	SML Europe Ltd, Arkwright Road, Corby, Northants, NN17 5AE	Tel 01536 408408	Fax 01536 408381	staceduncan@sml.com, debbiecaskey@sml.com
Poland	Seckin Altun / Tansel Karademir	Istanbul Turkey	Saadetdere Mah Kazim Karabekir Cad No 7 Firuzkoy, Avcilar - Istanbul, Turkey, 34325	Tel: (0090 212) 690 10 10	Fax: (0090 212) 690 50 50	seckinaltun@sml.com / tanselkarademir@sml.com
Romania, Bulgaria, Moldavia	Seckin Altun / Tansel Karademir	Istanbul Turkey	Saadetdere Mah Kazim Karabekir Cad No 7 Firuzkoy, Avcilar - Istanbul, Turkey, 34325	Tel: (0090 212) 690 10 10	Fax: (0090 212) 690 50 50	seckinaltun@sml.com / tanselkarademir@sml.com
Spain, Portugal	Estrella Rodriguez	Barcelona, Spain	Avda. Corts Catalanes 9-11. 12-C, 08173 Sant Cugat del Valles, Barcelona, Spain	Tel: +34 93 504 16 93	Fax: + 34 93 504 09 78	estrellarodriguez@sml.com


ANNEXURE E – AUTHORISED LABEL SUPPLIERS
Wool Blend Licence Agreement

Country/Region	SML Contact	SML Location	Address	Phone	Fax	Email
Tunisia	Yasser Kardouch	Casablanca Morocco	97, Zone Industrielle, Moulay Rachid, Ben M'Sik Sidi Otman, Casablanca, Morocco	Tel: +212 2270 5607	Fax: +212 2270 7456	yasserkardouch@sml.com
Turkey	Seckin Altun / Tansel Karademir	Turkey	Saadetdere Mah Kazim Karabekir Cad No 7 Firuzkoy, Avcilar - Istanbul, Turkey, 34325	Tel: (0090 212) 690 10 10	Fax: (0090 212) 690 50 50	seckinaltun@sml.com / tanselkarademir@sml.com
UK Eire, Hungary, Israel, Latvia, Libya, Lithuania, Madagascar, Malta, Mauritius, South Africa	Stacey Duncan/Debbie Caskey (UK) Priya Pierra (Mauritius)	UK; Mauritius	SML Europe Ltd, Arkwright Road, Corby, Northants, NN17 5AE	Tel 01536 408408	Fax 01536 408381	shaneclarke@sml.com, debbiecaskey@sml.com
Yugoslavia, Bosnia, Croatia, Macedonia, Serbia, Slovenia	Seckin Altun / Tansel Karademir	Istanbul Turkey	Saadetdere Mah Kazim Karabekir Cad No 7 Firuzkoy, Avcilar - Istanbul, Turkey, 34325	Tel: (0090 212) 690 10 10	Fax: (0090 212) 690 50 50	seckinaltun@sml.com / tanselkarademir@sml.com

*TWC may update contact details or web addresses from time to time.

Use of Unethical Labour Practices in the Manufacture of Woolmark Products

1. TWC is aware that Unethical Labour Practices are used in the manufacture of some products in certain countries. As an international organisation TWC is totally opposed to any practice involving the exploitation of labour or the failure of employers to comply with national and international conventions and regulations relating to the health, safety and welfare of employees.
2. In addition to the rights contained in the Terms and Conditions, TWC shall have the right to visit the premises where any product labelled with the Mark is manufactured for the purposes of confirming whether Unethical Labour Practices are being employed.
3. If TWC is provided with evidence which in its opinion identifies that any product labelled with the Mark has been manufactured in a manner involving the use of Unethical Labour Practices, it may deem such conduct as conduct bringing the Mark into disrepute and a material breach of the Agreement. Notwithstanding any other provision of this Agreement, in such a case TWC will be entitled to terminate this Agreement with immediate effect by written notice to the User. The User consents to TWC publicise its name so that it may serve as an example and deterrent to others.
4. For the purposes of this Agreement, "Unethical Labour Practices" are defined as:-
 - (i) those workplace or labour conduct or practices covered by national and international conventions, including but not limited to:-
 1. 1926 United Nations Convention on Slavery
 2. 1948 United Nations Universal Declaration of Human Rights
 3. 1956 United Nations Supplementary Convention on the Abolition of Slavery, the Slave Trade and Institutions and Practices similar to slavery.
 4. 1989 United Nations Convention on the Rights of the Child.
 5. International Labour Organisation (ILO) Convention No 29 Concerning Forced Labour (1932).
 6. ILO Convention No 105 Concerning the Abolition of Forced Labour (1957).
 7. ILO Convention No 138 Concerning Minimum Age for Admission to Employment (1973).
 - (ii) any practices of any User which does not comply fully with applicable laws and regulations relating to the following:-
 1. The Payment of Minimum Wages
 2. Health and Safety
 3. Holiday and Maternity Entitlement
 4. Discrimination

OWNERS OF THE MARK 	COUNTRY
Australian Merino Pty Ltd	Australia European Community (CTM)
IWS Nominee Company Ltd	Bulgaria Canada Hong Kong Israel Japan Macau Republic of Korea Taiwan Thailand Uruguay
The Woolmark Company Pty Ltd	Indonesia Mexico Romania Sweden Taiwan Turkey United Arab Emirates
Woolmark Americas Inc.	United States of America

EXEMPTED COUNTRY LIST

Australia	Lithuania
Austria	New Zealand
Belgium	Norway
Canada	Mauritius
Denmark	Netherlands
Estonia	Portugal
Finland	Republic of Ireland
France	South Africa
Germany	South Korea
Hungary	Spain
Iceland	Sweden
Israel	Switzerland
Italy	United Kingdom
Japan	United States of America
Latvia	

1. In this Annexure:
“Control” means at least a 50% ownership interest through stock ownership, voting rights or otherwise, and “Controlled” has a corresponding meaning; and
“Group User” means each of the following entities for so long as they are Controlled by the User:

For the avoidance of doubt, an entity will cease to be a ‘Group User’ immediately upon that entity ceasing to be under the Control of the User.

2. Subject to the User complying with its obligations under this Agreement, including under this Annexure I, the licence to the User contained in this Agreement will extend to and include each Group User and, for that purpose, other than in this Annexure, a reference to “User” will include (where applicable) a reference to each Group User.
3. Execution of this Agreement by the User confirms acceptance of the terms and conditions of this Agreement by the User and by each Group User, and the User and the person signing on behalf of the User hereby warrant that it and he or she is authorised by each Group User to sign on each Group User’s behalf, and that each Group User will be bound by this Agreement.
4. The User warrants that as at the date of execution each Group User listed in this Annexure is Controlled by the User.
5. The User must immediately notify TWC in writing if at any time any Group User:
 - (a) ceases to be Controlled by the User; or
 - (b) is unable to pay its debts as they fall due, has a receiver, administrator or liquidator or similar person appointed, or is made bankrupt or wound up in accordance with the laws of the jurisdiction of its incorporation.
6. Without limiting TWC’s rights or remedies with respect any Group User, the User is entirely responsible for all acts or omissions of each Group User as if such acts or omissions were acts of omissions of the User under this Agreement. The User guarantees as principal compliance by each Group User with this Agreement and, so far as it may lawfully do so, releases and indemnifies TWC, its associated entities and their officers, employees, consultants and agents from and against all loss, damage and expense (including indirect and consequential loss or damage and legal expenses on a lawyer/client basis including court costs) incurred by them arising out of or in connection with the acts or omissions of any Group User.
7. For the avoidance of doubt, if any event occurs which entitles TWC to terminate this Agreement, TWC will be entitled to terminate this Agreement as against the User and all Group Users.

1. In this Annexure:

"Eligible Member" means an individual, or individuals carrying on business as a partnership, company or other corporate entity recognised by applicable law, which:

- (a) has less than 40 employees;
- (b) has a turnover of less than US\$750,000; and
- (c) is a member of the Trade Association named as the User under this Agreement.

"Trade Association" means a body corporate having a share capital (whether limited or unlimited) of no more than 5 members or shareholders each of which are Trade Association Users, and for which the aggregate annual turnover of all of the Trade Association Users and the body corporate is less than US\$2,500,000.

"Trade Association User" means each of the following entities for so long as they are an Eligible Member:

For the avoidance of doubt, an entity will cease to be a 'Trade Association User' immediately upon that entity ceasing to be an Eligible Member of the User.

- 2. Subject to the User being a Trade Association and complying with its obligations under this Agreement, including under this Annexure J, the licence to the User contained in this Agreement will extend to and include each Trade Association User and, for that purpose, other than in this Annexure, a reference to "User" will include (where applicable) a reference to each Trade Association User.
- 3. Execution of this Agreement by the User confirms acceptance of the terms and conditions of this Agreement by the User and by each Trade Association User, and the User and the person signing on behalf of the User hereby warrant that it and he or she is authorised by each Trade Association User to sign on each Trade Association User's behalf, and that each Trade Association User will be bound by this Agreement.
- 4. The User warrants that as at the date of execution each Trade Association User listed in this Annexure is an Eligible Member.
- 5. The User must immediately notify TWC in writing if at any time:
 - (a) there are any additional Trade Association Users;
 - (b) any Trade Association User ceases to be an Eligible Member; or
 - (c) any Trade Association User is unable to pay its debts as they fall due, has a receiver, administrator or liquidator or similar person appointed, or is made bankrupt or wound up in accordance with the laws of the jurisdiction of its incorporation.
- 6. Subject to and to the extent permitted by applicable laws, the User must:
 - (a) ensure that TWC can access all samples of the Trade Association Users, including without limitation, yarn, fabric and garments at a single site (TWC will continue to have the right to visit the sites of each of the Trade Association User);
 - (b) provide central Label ordering and control; and
 - (c) provide central completion of production statistics.
- 7. If at any time the User represents more than 5 Trade Association Users, TWC reserves the right, at its sole discretion, to terminate this Agreement.
- 8. Without limiting TWC's rights or remedies with respect any Trade Association User, the User is entirely responsible for all acts or omissions of each Trade Association User as if such acts or omissions were acts of omissions of the User under this Agreement. The User guarantees as principal compliance by each Trade Association User with this Agreement and, so far as it may lawfully do so, releases and indemnifies TWC, its associated entities and their officers, employees, consultants and agents from and against all loss, damage and expense (including indirect and consequential loss or damage and legal expenses on a lawyer/client basis including court costs) incurred by them arising out of or in connection with the acts or omissions of any Trade Association User.
- 9. For the avoidance of doubt, if any event occurs which entitles TWC to terminate this Agreement, TWC will be entitled to terminate this Agreement as against the User and all Trade Association User.