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INTELLECTUAL PROPERTY LICENCE AGREEMENT
FOR THE USE OF TEXTILE CARE SYMBOLS

THIS AGREEMENT IS ENTERED INTO BETWEEN
TEKO, Sveriges Textil- och Modeföretag, a Swedish trade and employers' association, having its registered office at Storgatan 5, 114 85 Stockholm, Sweden, hereinafter referred to as "TEKO",
And the company identified in the membership application submitted to TEKO, hereinafter referred to as the "User".
This Agreement shall enter into force upon TEKO's approval of the User's application for membership. The licence granted under this Agreement is conditional upon the User remaining a member of TEKO.

TEKO safeguards and promotes the interests of its members in the Swedish textile and clothing sector vis-à-vis the public, the authorities and other organizations and interest groups, encourages networking, and promotes best practices including the use of the internationally recognized textile labelling system.

In order to be able to provide its members with the internationally recognized textile labelling system, TEKO is a member of GINETEX. GINETEX (the International Association for Textile Care Labelling) has developed and is managing a system of language-independent symbols for textile care labelling.

These symbols in specific combinations are original, and therefore copyright protected. They are also registered or applied for as trademarks in many countries, either in the name of GINETEX alone or jointly in the name of GINETEX and its French committee and secretarial body COFREET. They are hereinafter referred to as the "Symbols". GINETEX and COFREET have also registered an environmentally friendly logo called "clevercare.info" which advises consumers on the most responsible way to take care of textile and clothing products.

TEKO has been granted the right to sub-license the use of the Symbols to any Swedish private-sector company based in Sweden.

The User intends to use the Symbols on textile products and is willing to enter into this license agreements.

The Parties have agreed as follow:

Article 1

TEKO, as a licensee of GINETEX and COFREET, grants the User a non-transferable non-sub-licensable and non-exclusive right to use the Symbols mentioned in Exhibit 1 for their reproduction on labels in major markets including markets where the Symbols are registered by GINETEX and/or COFREET.

Article 2

The User shall duly comply with the technical requirements set out in the Technical Booklet and the care labelling brochures, and is responsible for the correct use of the Symbols, including their graphical appearance.

The User undertakes to conform to said requirements for use in compliance with the care labelling system and to respect the trademark rights and copyrights of GINETEX and COFREET while respecting the national regulation in the field of textile care labelling.

Article 3

The User is responsible for the reproduction of the Symbols, their quality, color fastness and correct graphics. The User is also responsible for the correct care labelling of all textile articles within its markets, in accordance with the components of such articles.

In case of misuse of the Symbols, **TEKO** shall have the right to terminate this Agreement and the User's right to use the Symbols forthwith and without any compensation whatsoever for the User, without prejudice to the right of **TEKO** to claim damages.

Article 4

In consideration of the right to use the Symbols and the care labelling system granted hereunder, the User shall pay an annual fee to **TEKO** based on the annual fee table.

The User shall, upon TEKO's request towards the end of each calendar year, provide TEKO with updated information regarding its number of employees for the purpose of determining the applicable annual fee for the following calendar year. The first annual fee shall become payable upon TEKO's approval of the User's application for membership.

Article 5

The intellectual property rights are owned and managed by GINETEX. **TEKO** gives no warranty whatsoever as to the validity and scope of these rights. If the trademark rights and/or the copyright of GINETEX on the Symbols are declared invalid, the User shall have the right to terminate the Agreement forthwith without any compensation whatsoever for **TEKO** but shall not be entitled to claim any damages or payment of any kind (including refund of any fee).

Whatever the cause may be, no legal proceedings may be brought against **TEKO** more than two months after the cause of the said action has been or should have been identified. **TEKO** liability shall in any case be limited to an amount of 30 000 euros.

Article 6

In case the User becomes aware of any infringement of GINETEX's rights on the Symbols by any third party, it shall immediately inform **TEKO** by written notice. Upon receipt of such notice of infringement, **TEKO** and/or GINETEX have the exclusive right (but no obligation) to take legal action against such infringement. If they fail to take action within 90 (ninety) days on receipt of such notice, the User, after prior written notice to **TEKO**, may at its own discretion prosecute such infringement at its sole costs and expense.

The User shall promptly and fully notify **TEKO** of any actual or threatened claim by any third party concerning the use of the Symbols or the validity of the trademark rights and/or copyright on such Symbols.

Article 7

This Agreement shall be governed and construed in all respects in accordance with the substantive laws of Switzerland.

Any dispute, claim or controversy concerning the interpretation or enforcement of the present Agreement, that fails to be amicably settled between the Parties, shall be finally settled by the competent Courts of Stockholm.

Article 8

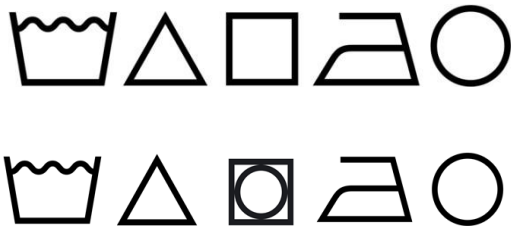
The applicable notice period for termination of this Agreement shall be determined in accordance with TEKO's statutes and the terms applicable to the membership category selected by the User. This Agreement shall terminate automatically upon the termination or expiry of the User's membership in TEKO.

TEKO is entitled to terminate this Agreement at any time in case the User fails to comply with its obligation regarding the payment of the annual fee as provided in Article 4.

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The User confirms that it has read, understood and agrees to be bound by the terms of this Agreement. The person acting on behalf of the User confirms that they are duly authorised to accept this Agreement on the User's behalf. This Agreement shall enter into force upon TEKO's approval of the User's membership application.

Exibit 1 – GINETEX trademarks / Copyrighted elements



Environmental & Friendly
registered trademark

(could be used with the five symbol trademark on clothing labels)

clevercare.info