

TRADEMARK LICENCE AGREEMENT

This Trademark/Logo License Agreement (the 'Agreement') is entered into this day of _____ (the 'Effective Date') by and between the Australian Glass & Window Association, a not-for-profit association with its principal of business at Suite 1, Level 1, Building 1, 20 Bridge Street, Pymble NSW 2073 ('Licensor') and _____ a (an) _____ with its principal place of business at _____ ('Licensee').

WHEREBY the licensor is the owner of the AGWA® Trademark (the 'Logo') and the goodwill symbolised by the Logo; and

WHEREBY, it is mutual desire and intention of the parties that the Licensee be authorised and permitted to use the Logo in the manner and subject to the terms and conditions, set forth.

In consideration of the premises and the mutual covenants and promises of the parties, and good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. GRANT OF LICENCE

The Licensor grants to the Licensee a non-exclusive, non-transferable, limited license to use the logo on marketing, advertising and stationary. Whenever the Logo is used as provided hereunder it shall be accompanied by the appropriate notice of statutory rights (©), as directed by the Licensor, or other such words and/or as may be requested by Licensor from time to time. The Licensee will use the Logo only in the style and according to the specifications reflected in the AGWA Brand Guidelines Document which is attached hereto and incorporated herein.

2. USE OF TRADEMARK/ LOGO APPROVAL

Prior to any use by the Licensee of the Logo as permitted hereunder, the Licensee shall send to Licensor one (1) copy of each such material for the Licensor's written approval. The Licensor shall submit to Licensee its written approval or disapproval within ten (10) business days after receipt by the Licensor of such copy. If the Licensor does not submit its written approval or disapproval to the Licensee within the time period required hereunder, such copy may be deemed by Licensee to have been approved by Licensor.

3. OWNERSHIP RIGHTS RESERVED

The parties acknowledge that all rights in and to the logo and graphic representations thereof are and shall remain vested in the Licensor, and that all rights accruing Licensee's use of the logo shall inure to Licensor.

4. LICENSE FEE

For the license granted herein, the Licensee shall pay no additional fee in consideration of payment already received as a fee-paying member or approved licensee of the Licensor's company.

5. TERMS & TERMINATION

This Agreement shall continue in full force and effect while the Licensee remains a fully paid and current member of the AGWA. The license agreement will expire when the licensee's membership expires. Any additional use of the logo will be arranged under a separate agreement.

6. INDEMNITY

The Licensor assumes no liability to the Licensee or to third parties with respect to the services rendered by Licensee under the Logo. The Licensee will indemnify the Licensor against any loss or losses incurred through claims or actions by third parties against the Licensor involving or arising from the rendering and/or promotion of the services described in Section 1 by the Licensee under the Logo, and will hold the Licensor harmless for any damages, legal fees or otherwise that the Licensor may be required to pay as a result of such claims or actions against the Licensor.

In signing, the parties have caused this Agreement to be executed in duplicates as of the listed date.

Licensor Australian Glass & Window Association

Licensee _____