

Sagami Logo Usage Authorisation Covenant

To Sagami Rubber Industries Co., Ltd.,

We have been non-exclusively licensed by you to use the **Sagami logo**, Hong Kong Trademark Application No. 300801099 (the “Trademark”) owned by you and which are described in a design plan attached hereto (hereafter the “Logos”, and Trademark and Characters are collectively the “Trademark, etc.”) and we hereby covenant with respect to the use of the Trademark, etc. by us as follows:

1. We will use the Trademark, etc., only to the extent specified below.

-
2. We will not, without your prior written consent, permit any third party to use the Trademark, etc., and will not permit any third party to use the Trademark, etc., beyond the extent specified above unless we have obtained your prior consent to permit such third party to use the Trademark, etc., and have such third party comply with the content of this Covenants.
 3. We will comply with the following when using the Trademark, etc.:
 - a. Not to make any alteration to the Trademark, etc., or engage in any conduct that may harm the image of the Trademark, etc.
 - b. To obtain your prior written approval for the layouts, designs, etc., of the use of the Trademark, etc., and all markings, displays, or representations in which the Trademark, etc., is used;
 - c. Not to engage in any conduct which may directly or indirectly bring you into disrepute when using the Trademark, etc.
 - d. To use and manage the Trademark, etc., with the utmost caution and to ensure that our directors, officers, employees, contractors, etc. comply with this Covenants; and
 - e. To keep under strict control any images, data, etc., of the Trademark, etc., which we may receive from you when using the Trademark, etc., and to return them to you or destroy them (together with any reproductions thereof, if any) immediately upon your request.

4. We will compensate you for any loss or damage which may be suffered by you as a result of our failure to comply with the covenants described above.
5. The period of the license is between:

_____. We also accept that you may revoke or cancel the license at anytime.

6. We should resubmit the covenant to continue using the Trademark, etc., after the due time of the license.
7. We will not use, transfer, resell or lease any goods already manufactured by using the Trademark, etc., after the license period or revocation or cancellation. We will transfer to you or destroy the goods at our cost, and we will not manufacture or transfer any goods using the Trademark, etc., thereafter.
8. We will immediately submit the covenant for the use of the Trademark, etc., when you request a resubmission. If we fail to do so, we will not make any objection even if you revoke or cancel the license of the Trademark, etc., cease the deal with us, and/or terminate the contract regarding the deal.
9. We shall not claim any loss or damages against you in connection with any disputes arising from the use of Trademark, etc., including but not limited to intellectual property infringement claims made by third parties.

Authorised logo:



Company name:

Company address:

Name of representative:

Signature and company stamp:

Date: