

## TRADE MARK REGISTERED USER AGREEMENT

THIS AGREEMENT made effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

**CORPORATION**  
(the "Corporation")

**OF THE FIRST PART**

- and -

**OWNER**  
(the "Owner")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Owner is the registered proprietor in \_\_\_\_\_ of the trade mark " \_\_\_\_\_ ", details of which are set out in Schedule "A" (the "Mark");
- B. It is mutually desired by the parties that the User shall use and be registered as a registered user of the Mark in relation to the Product subject to the terms and conditions hereinafter contained.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Whenever the following expressions are used in this Agreement they shall have the meanings specified below unless otherwise expressly provided:
  - (a) "Affiliate" shall mean any corporation, company or body corporate controlling the Owner or the User or controlled by or under common control with the Owner or the User and shall include any company more than \_\_\_\_% of whose issued and outstanding shares or participating profit interest is controlled, directly or indirectly, by either the Owner or the User or any corporation, company or body corporate controlling the Owner or the User, and any corporation, company or body corporate in which the Owner or the User or a corporation, company or body corporate controlling the Owner or the User has a majority ownership interest;
  - (b) "*force majeure*" shall mean requisition or interference by any government or local authority, war, strike, lockout, riot, epidemic, disease, Act of God, inevitable accident, major factory breakdown or any other circumstance whatsoever over which the Owner or the User, as the case may be, shall have no control;
  - (c) "Product" shall refer to \_\_\_\_\_ set out in Schedule "A" hereto in respect of which the Mark is used;
  - (d) "Territory" shall mean \_\_\_\_\_.
  - (e) The singular shall include the plural and the masculine shall include the feminine and neuter, as the context may require.
2. The User is granted permission to use the Mark only upon or in relation to the Product.

**THIS IS A 3-PAGE FORM.**