

VLAB-CERT-FORM-0002

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Version: [01]

Revision Date: [-]

Issue by:[Xavia Nguyen]

Effective Date: [Jan 18, 2021]

VN LICENSE AGREEMENT

(For Internal Use Only)

License Agreement

Bureau Veritas Product Mark for Consumer Products

Between

Bureau Veritas Consumer Products Services (Vietnam) Limited

Lot C7-C9, Conurbation 2, Cat Lai Industrial Zone, Thanh My Loi Ward, District 2, Ho Chi Minh City, Vietnam

(hereinafter referred to as "BV")

and

[Name of Customer]

[Address]

(hereinafter referred to as the "Customer")

BV and the Customer shall be collectively referred to as the "Parties".

1. Purpose of the Agreement

- 1.1 For the purpose of this Agreement, "**Product**" shall mean the result of a process. There are four generic product categories:
 - 1.1.1 services (e.g. transport);
 - 1.1.2 software (e.g. computer program, dictionary);
 - 1.1.3 hardware (e.g. engine, mechanical part; toy, textile, electrical equiments);
 - 1.1.4 processed materials (e.g. lubricant).

Many Products comprise elements belonging to different generic product categories. Whether the Product is then called service, software, hardware or processed material depends on the dominant element. Products include results of natural processes, such as growth of plants and formation of other natural resources. Products shall also include packaging or documentation accompanying a Product, such as a user manual.

1.2 For the purpose of this Agreement, "**Evaluation**" and "**Evaluate**" shall mean a combination of the selection and determination functions of conformity assessment activities. This shall include testing (including testing of an environmental aspect of a Product, such as its recyclability or carbon footprint), inspections, audits, and data collection.



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- 1.3 This agreement ("**Agreement**") serves as the license agreement which sets forth the rights and obligations of the Parties with regard to the use of the Bureau Veritas Product Mark ("**PM**") for a specific Product manufactured or developed by the Customer or by its supplier.
- 1.4 The Parties agree that the PM neither expressly nor indirectly implies any warranty, guarantee or any other assurance that a Product, for which such a license to attach the PM is granted, complies with any statutory or other requirements. The Parties furthermore agree that the PM does not substitute any other Product marking which may be mandatory or required under any other statutory or other regulations whatsoever
- 1.5 The Parties agree that BV does not grant any express or implied warranty, guarantee or any other assurance for the merchantability of a specific Product for which a license to attach the PM was granted.
- 1.6 For the avoidance of doubt, BV does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of the Product to which the PM relates.
- 2. Stipulations concerning the granting of the PM.
- 2.1 Subject to compliance with the certification requirements set forth in the respective Certification Rules (as amended from time to time)and provided the Product has successfully passed the certification carried out on the basis of the specified Certification Application Form, BV authorizes the Customer to use the PM under the conditions set forth in this Agreement.
- 2.2 As far as BV permits the use of the PM for a Product, BV shall issue a certificate ("Certificate") to the Customer as defined within the Certification Rules, which contains the PM and lists the project-specific Project Identification Number ("Project ID") for each Certification Request, the relevant report number(s) of Evaluations performed and any agreed additional Evaluations, the Product description, the customer project or batch numbers, the date of issuance as well as the term of validity of the Certificate.
- 2.3 The Customer shall include the Certificate ID (or Project ID) on the PM.

3. Scope of the right to use the PM

- 3.1 The PM is used to communicate on a Product only for the purpose of indicating that samples of a Product were Evaluated by BV as an independent and impartial third party pursuant to the Certification Rules and the Application Form.
- 3.2 The results set out in the relevant report are not indicative or representative of the quality or characteristics of the bulk or lot from which the sample was taken and the Customer shall not rely upon the reports as being so indicative or representative of the lot or of the Evaluated Product in general.
- 3.3 The PM which is the subject matter of this Agreement is shown as follows



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XX: the code of each custumer

YY: two last number of issuing year



FOR BATCH CERTIFICATE

- 3.4 The scope of the permission granted pursuant to article 2.1, i.e. which Product may be marketed with the PM, will be defined on the respective Certificate.
- 3.5 The Customer shall use the PM only in the Countries of Sales as defined in the corresponding Certification Application Form signed by the Customer.
- 3.6 The Quick Response ("QR") code is created via a URL directing the smartphone's browser of a consumer to the website of BV providing specific information. The aim of this QR code is to inform the final consumer, who intends to buy or buys the Evaluated Product, on the scope of the PM certification services of BV and to provide details on the scope of Evaluation, the duration of its validity for the Evaluated Product, the absence of any guarantee as per article 2 and all information as described in article 6.4.

4. Conditions of Use/General Duties, Rights and Obligations of the Customer

4.1 The PM can be printed or used on the Product, and the PM can be used on the different marketing media of the Customer, i.e. as defined in this Agreement and in accordance with the printing instructions contained in CIRCULAR NO. 28/2012/TT-BKHCN issued by Vietnam Ministry of Science and Technology ("MOST Circular"). Specifically, the Customer shall use the PM in the color and designs as depicted in MOST Circular. The Customer may use the PM through Product attachments or printed Product seals or tags. The Customer may also use the PM in print media (such as catalogues), in online media or in the Point of Purchase as defined in the PM. For the avoidance of doubt, the PM shall not be used on non-product related packaging, e.g. transport packaging.



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- 4.2 The Customer is responsible for the integrity of the advertisement of the Product with PM. It shall not be misleading in any manner. In particular, the advertisement shall be carried out in a manner which ensures that the PM cannot be associated with other products and/or aspects of such products in any way for which the authorization to attach the PM was not issued. Furthermore, the advertisement shall be carried out in such manner that it does not lead to misleading assumptions concerning the scope of Evaluations performed by BV for the specific certificated product.
- 4.3 The labeling in the context of print and online media as well as on Product packaging should not be more prominent than the name of the manufacturer and/or the seller of the Product.
- 4.4 The Customer shall ensure that the requirements pursuant to articles 4.1, 4.2 and 4.3 are also adhered to by any suppliers which may be employed to execute the labeling.
- 4.5 The Product may be sold by the Customer through regular distribution channels with the use of the PM only if the authorization pursuant to article 2.1 has been issued in writing by BV to the Customer to market a Product with the PM. The Customer is not authorized to grant sub-licenses of the PM to third parties or to transfer a license. The Customer is not entitled to pledge any of the rights resulting from this Agreement or to make such rights subject to pledges or securities whatsoever.
- 4.6 The authorization is based solely on the current knowledge of BV at the time the authorization is granted. BV shall neither be obliged to consider such circumstances which are outside the extent of the specific Application Form by the Customer nor to update labeling instructions or reports due to newly available information after authorization has been granted or after such reports or instructions have been finalized.
- 4.7 The Customer shall diligently choose its suppliers/buyers which as the case may be technically conduct the marketing of the Product with the PM. The Customer shall ensure that such suppliers/buyers and their distributors shall also be aware of and observe the provisions of this Agreement with respect to marketing, in particular articles 4.1 to 4.3 above. The Customer shall ensure that the PM will not be misused by the Customer's suppliers/buyers and their distributors.

5. Validity of marketing with the PM

5.1 The authorization to use the PM for a Product is valid as long as the Certificate for the Product is valid under the Certification Rules.

Only manufactured Product labelled during the validity of the corresponding Certificate may be sold to end customers and under no circumstances shall Product using QPCM be sold to end customers in case of non-compliance with safety or regulatory requirements or cancellation of the Certificate for these same reasons.

If requested by the certification body, the Customer has to be able to trace the Product labelled and give the evidence of the manufacturing time period.



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5.2 The Customer may terminate the authorization in writing to BV by observing a period of notice of three (3) months to the end of the first year. In this case, the authorization to label a Product is only valid for this one (1) year period and only manufactured Product labeled during this period shall be sold to the end customers, and under no circumstances shall labeled Product be sold to end customers after three (3) months beginning with end of validity date of the Certificate.

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5.3 The rights of BV according to articles 7.3 and 9 hereunder shall remain unrestricted by the above provisions.

6. Stipulations concerning other advertisements

- BV may permit the Customer at BV's sole discretion to advertise otherwise with the PM by exemplary introduction of the PM in its entirety for the purpose of promoting the labeling, e.g. by including a general statement that the Customer's Product were Evaluated by BV ("Other Use").
- 6.2 The Customer shall request BV's prior written approval to the intended Other Use by providing an exact description of the manner in which such Other Use will be made, in particular by providing a copy of the intended advertising text and a description of each media or channel through which the Customer intends to advertise the PM.
- 6.3 BV shall then authorize the Customer in writing to conduct the Other Use of the PM either in the manner as described by the Customer, or approve the request subject to modifications stipulated by BV, or refuse any such request. Should BV request modifications, the Customer shall implement such modifications within the Other Use.
- 6.4 The Customer is responsible for the integrity of the Other Use. It shall not be misleading in any manner. Specifically, the manner in which the Other Use is made shall ensure that such Other Use cannot be associated with the Product, and/or aspects of such Product, in any way for which the authorization for marketing with PM was not granted. Furthermore, the Other Use shall be made in such manner that such Other Use does not imply misleading assumptions concerning the extent of Evaluation performed by BV for the respective certified Product. The Other Use shall never be more prominent than the name of the manufacturer and/or the seller of the Product. The Customer shall ensure that the requirements stipulated for Other Use are also adhered to by third parties.
- 6.5 The Other Use shall under no circumstances indicate a degree of acceptance of the PM or a degree of safety or protection.
- 6.6 Notwithstanding article 9, the authorization for Other Use shall expire in any event at the same time as the main authorization. Upon expiry of such authorization, the Customer shall cease the Other Use promptly.



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7. General Duties, Rights and Obligations of BV

- 7.1 As long as an authorization for the labeling is effective even though it goes beyond the termination of this Agreement, BV shall be entitled, at any time, to check whether the Product is provided, manufactured, packaged, stored, transported, sold or labeled, as applicable, properly in accordance with the Evaluation standards upon which such authorization was granted, the up-to-date and valid Evaluation reports, inspection protocols, factory check protocols, Evaluation reports of third parties and/or statutory regulations, the requirements of this Agreement and the printing instructions of MOST Circular.
- 7.2 The Customer shall cooperate with BV for the purposes of article 7.1 and, in particular, provide BV with any and all information necessary for Evaluation. Furthermore, BV and its affiliates as well as subcontractors, consultants or agents of BV or its affiliates shall be entitled at any time and if the Product enables it to take Product samples for Evaluation purposes directly from the manufacturing process or from the market place and to inspect production and storage sites. As far as the rights of third parties are involved, the Customer shall ensure that such third parties cooperate with BV and/or its affiliates as well as with subcontractors, consultants or agents of BV and or its affiliates. If such checks determine that the Product are not manufactured, packaged, stored, transported, sold or labeled properly in accordance with the Evaluation standards and the Certification Rules upon which such authorization was based, the up-to-date and valid Evaluation reports, inspection protocols, factory check protocols, Evaluation reports of third parties and statutory regulations, the requirements of this Agreement and the printing instructions of MOST Circular, the Customer shall reimburse BV for any damages caused to BV resulting from the failure to comply with these requirements as well as the costs of such Evaluations and inspections.
- 7.3 If BV has reasonable doubts about the non-compliance of a certified Product with the above requirements, BV is entitled to withdraw such authorization until proof to the contrary has been provided by the Customer, and the Customer shall bear the costs for the Evaluation of the Product and establishing such proof.
- 7.4 BV may, for the purpose of consumer and interested target group information, provide and maintain a data base on its internet page on the certified Product with the PM and provide the name of the Product, the respective Project ID, as well as the period of validity of such authorization. The Product shall be removed from the database at the end of validity of the PM Certificate. In any case, the Product shall be removed from the data base in the event of expiry or revocation of the authorization pursuant to article 9.

8. General Duties, Rights and Obligations of the Customer

8.1 The Customer shall ensure that the Product for which an authorization was granted continue to comply with the Product which were Evaluated and checked for the purpose of Evaluation by BV or its affiliates, subcontractors, consultants or agents, and shall inform BV promptly in case of any circumstances which might indicate that compliance



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might be compromised in regards to the certification. Specifically for this purpose, the Customer shall conduct regular Evaluations and shall rectify any such manufacturing processes which might cause non-compliance with the determined Evaluation results obtained by BV or its affiliates, subcontractors, consultants or agents. Furthermore, the Customer shall inform BV without delay of any relocation of production facilities, any integration of production facilities into other corporations, any transfer of production facilities or manufacturers themselves and of any changes in the manufacturing process, which could have an impact on the certified Product.

- 8.2 The Customer shall ensure that the Product, for which an authorization to market with the PM was granted or is scheduled to be granted, comply with all relevant statutory requirements and are of a unified and continuous quality, so that the image of the PM is not and will not be compromised in the market place. Furthermore, the Customer shall ensure that, with regard to provision, manufacturing, storage, packaging, transport and sale, as applicable, of such Product, all relevant statutory regulations are observed and that any such activities are performed in an adequate and professional manner.
- 8.3 The Customer shall promptly inform BV of any relevant complaints arising in the market or from third parties concerning a Product for which an authorization to market with the PM was issued. The Customer shall furthermore document and archive documentation of such occurrences and provide BV without delay with all relevant documentation.
- 8.4 The Customer shall remedy without delay any subsequently detected safety and quality defects of Product for which an authorization to label market the PM exists, and shall take every action suitable to minimize damages in the market place. In any event, the distribution of faulty Product shall be halted immediately and BV shall be immediately informed after such safety and quality defects have become known.
- 8.5 The Customer shall not use or allow the use of the PM to market such Product for which the authorization to label the Product was terminated, revoked or otherwise withdrawn.
- 8.6 In order to avoid the impression that a special relationship exists between BV and the Customer, more specifically that a relationship exists which goes beyond the certification of the Product, it shall be ensured that stationery, name cards or comparable materials of the Customer shall in no event contain the PM or any reference to it, or references to certified Product, references to the certification by BV or generally to BV or its affiliates, subcontractors, consultants or agents, or any similar information.

9. Expiry or revocation of authorization to label with the PM

- 9.1 Notwithstanding other provisions contained in this Agreement or any other statutory regulations, an authorization granted to a Customer or to a supplier of the Customer to market a Product with the PM shall expire automatically on the first occurrence of any of the following events:
 - (a) The Certificate is no longer valid pursuant to the Certification Rules;



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- (b) Significant changes occur with regard to statutory or regulatory conditions, requirements of an accreditation agency or implementation requirements on which the permission to Evaluate is based upon; or
- (c) Certification and use of PM becomes prohibited by law or the Product does not comply or has never complied with statutory regulations.
- 9.2 Notwithstanding other provisions contained in this Agreement or any other statutory regulations, the authorization to market a Product with the PM may be revoked at the sole discretion of BV and BV may subsequently terminate this Agreement at any time by giving not less than fifteen (15) days' prior written notice of termination to the Customer, such notice to be given after the occurrence of any of the following events:
 - (a) Misleading or prohibited labeling or advertising with or with regard to the PM or other infringements against the proper marketing of the Product by the Customer or a supplier of the Customer;
 - (b) Misuse of the PM or other Trademarks (as defined in article 13.1) of BV by the Customer or a supplier/buyer of the Customer, in particular, if the Customer uses such Trademarks in a manner not expressly permitted by this Agreement, and/or if the Customer uses them in violation of, or in a manner inconsistent with, the restrictions imposed by or in connection with this Agreement.
 - (c) Late payments due by the Customer under the Certification Rules, which have not been paid after two (2) reminders with a grace period of fourteen (14) days each;
 - (d) Commencement of insolvency procedures concerning the assets of the Customer or foreclosure concerning rights of the Customer or suppliers of the Customer, which arise due to an authorization to market with the PM granted by BV. The Customer is obliged in such cases to inform BV without delay; or
 - (e) The Product does not comply or has never complied with the requirements stipulated by BV in the context of certification.
 - (f) The Customer infringes this Agreement, the Certification Rules or specific stipulations as provided by the Application Form.
- 9.3 If the authorization to market with the PM granted to a Customer or a supplier of the Customer expires, or if such authorization is withdrawn by BV, the PM shall no longer be used for the marketing (or in any other way whatsoever) of the Product concerned. In this case the Customer shall at its own expense ensure that the PM is removed or if this is not possible the marked Product will be destroyed, or if this is not possible guarantee that it has withdrawn the marked Product from the market, and caused its suppliers to do the same.



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9.4 The Customer shall enable BV to verify such measures and provide BV with sufficient proof of the removal of the PM or the destruction of the concerned Product. The Customer shall reach an agreement with its suppliers and buyers which ensures that the Customer is able to fulfill its obligations under article 9.3.

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9.5 BV is entitled to publish details concerning the revocation, expiry, termination, limitation or cancellation of an authorization to market with the PM granted previously to the Customer or a supplier of the Customer.

10. Term of Contract, Termination

- 10.1 The term of this Agreement shall commence on the day of signing of this Agreement by both Parties and shall be valid for a period of three (3) years.
- 10.2 Notwithstanding article 10.1, BV may terminate the Agreement at any time without liability to the Customer by giving a minimum of three (3) months' prior written notice to the Customer.
- 10.3 In case of termination pursuant to article 18.2, the Agreement shall survive for the duration of the validity of a previously granted authorization.
- 10.4 Articles 5.1, 7.1, 7.2, 8, 9, 11 16, 18, 19 and 20 shall survive the expiration of the Agreement.

11. Indemnification

The Customer shall defend, indemnify and hold BV and its affiliates and their managing directors, officers, management staff, employees, subcontractors and suppliers harmless from any and all losses, damages or costs (including reasonable costs for external legal counsel) upon first request, which might arise from claims of third parties and which are caused by the culpable misuse of the PM and/or the BV Trademarks by the Customer or culpable infringement by the Customer of this Agreement, the Certification Rules, stipulations under the Application Form or any warranties issued by the Customer or any other agreements.

12. Liability

12.1 Notwithstanding any provision to the contrary contained herein, under no circumstances whatsoever shall the liability of BV to Customer in respect of or arising from any claims mentioned above or claims for loss, damage or expense of whatsoever nature or magnitude and howsoever arising exceed an amount equal to five (5) times the amount of fees paid to BV hereunder for the specific certification services ("Certification Fee") which give rise to such claims per claim and in aggregate under this Agreement.



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- 12.2 The above limitation of liability in section 12.1 shall not apply: (1) where liability under applicable law is compulsory, or (2) where specifically excluded by law, or (3) where there is a judgment by a court of competent jurisdiction that the damages arose as result of intentional conduct, gross negligence, or fraud by BV, or as a result of injury to life, body or health.
- 12.3 In all other cases, BV and its affiliates herewith exclude liability for damages, specifically for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).
- 12.4 The exclusion of liability and the limitation of liability under the above sections also extend to the personal liability of the employees as well as the agents of BV.
- 12.5 The risks with regard to the legal admissibility of the services provided by BV to the Customer shall be borne by the Customer. This specifically applies in cases where services are infringing regulations under competition law or other standards which regulate advertising issues.
- 12.6 The Customer acknowledges and agrees that BV must rely on the correctness of information provided by the Customer or its suppliers. BV rejects any claims for liability with regard to the correctness, errors, omissions or misinterpretation of information, Evaluation results or other specifications provided by the Customer or third parties.
- 12.7 BV shall assume no liability for the validity of the Trademarks, including the possible forfeiture of the Trademarks due to non-use. BV shall not give any warranty that the PM is free of third-party rights. BV shall not give any warranty that using the PM does not infringe any third party rights. However, BV declares, that BV is not aware of any third party rights at the date of signature of this Agreement.

13. BV Trademarks

- 13.1 The trademarks including PM and company names, including the designation right BUREAU VERITAS of BV and its affiliated companies ("**Trademarks**") remain the sole property of BV and respectively its parent company and shall not be used by the Customer for any other purpose than authorized under this Agreement, unless BV and/or its parent company have expressly agreed to such use beforehand and in writing. In addition, such use is only permitted to the extent it is stipulated and defined by BV and/or its parent company.
- 13.2 The Customer shall neither contest the legal validity of the Trademarks nor commit any acts by which the material value or the intangible value of the Trademarks or the image of BV or BV's parent company or any affiliates of the Bureau Veritas group could become compromised or impaired.

14. Infringements by Third Parties



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14.1 The Customer shall inform BV without undue delay of any and all infringements of the Trademarks or the PM, specifically if it notices that a third party registers or uses a sign that is identical or similar to the Trademarks or the PM and that could create a likelihood of confusion.

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14.2 Upon request the Customer is obligated to support BV in the defense of the Trademarks or the PM.

15. Attacks by Third Parties

- 15.1 The Customer shall promptly inform BV of any infringement or alleged infringement of the rights of any third party which has come to its attention arising out of the labeling or the use of the Trademarks and the PM.
- 15.2 The obligation of the Customer to pay the remuneration shall remain even in that the event the Trademarks or the PM is attacked by a third party.
- 15.3 The defense against attacks by third parties against the integrity of the Trademarks or the PM (requests for cancellation, actions for cancellation) shall be exclusively reserved for BV. Upon request the Customer is obligated to support BV.

16. Oppositions, Petitions for a Cancellation, Actions for Cancellation

BV shall have the exclusive right to enter oppositions against the filing or registration of trademarks. The same shall apply for petitions for cancellations and actions for cancellations entered against the registration of the trademarks of third parties.

17. Maintenance of the Trademarks

BV is obliged to maintain the Trademarks during the term of this Agreement and, in particular, to procure the renewal of the terms of protection for the Trademarks. BV shall bear the costs in connection with the maintenance of the Trademarks.

18. Non-challenge Clause

- 18.1 The Customer undertakes not to derive any rights from the use of the Trademarks or the PM against BV, BV's parent company or any affiliate of the Bureau Veritas group and, in particular, neither to raise any objections against the registration, renewal or use of the Trademarks or the PM nor to, directly or indirectly, initiate or support any challenges by third parties.
- The Customer undertakes not to file a registration of, or use any sign or trademark for, identical or similar goods and services that is identical or similar to the Trademarks or the PM within the European Union, Switzerland, Norway, Turkey, China and the Federal Republic of Germany.



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19. Contractual Penalty

For every case of culpable breach by the Customer of its contractual obligations and duties under articles 2.3, 3.4, 3.5, 4.1-4.5, 4.7, 5.1, 6, 8, 9.3, 9.4, 13.4, 14, 15 and 18, the Customer shall be liable to pay BV a contractual penalty of 1% of Certification Fee for every day on which the culpable breach persists. In the event the Customer may dispute the contractual penalty as determined by BV, adequateness shall be decided by the competent court.

20. Applicable Law, Place of Jurisdiction

- 20.1 This Agreement is subject to Vietnamese Law.
- 20.2 Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court in the place where BV is domiciled.

21. Written Form

- 21.1 Amendments and additions to this Agreement shall be made in writing in order to be effective. This also applies to the waiver of the requirement of the written form.
- 21.2 Insofar as the written form is required under this Agreement, it shall also be considered to be complied with by sending a telefax of a signed original document. In this case, the party sending the copy of the original document by telefax shall be required to send the original document within a period of 3 business days or, if requested, to supply the original document at any later date.

22. Savings Clause

Should any stipulation under this Agreement, or any clause that may be included at a later date, be or become invalid or void in whole or in part, or if a loophole arises in this Agreement then the validity of any or all other stipulations shall not be affected thereby. A valid stipulation shall replace with retroactive effect the invalid or void stipulation or remedy the loophole, which best serves the legal and economic intention in meaning and purpose which the Parties pursued by entering into this Agreement and if the issue would have been properly considered at the time of signing.

23. Miscellaneous

23.1 This Agreement only contains the above stipulations. For the avoidance of doubt, the general terms and conditions of the Customer do not apply to this Agreement. This also applies in such cases where BV does not formally object to such general terms and conditions.



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Ho Chi Minh, date:	[City], date:
BV	Customer

	Name	Position	Date
Author:	Nick Vo	Product Certification Supervisor	Jan 18, 2021
Approver:	Anne Do	Deputy General Manager	Jan 18, 2021

	REVISION	I HISTORY	Creation Date of Version 1:	Jan 18, 2021
Rev. No.	Section	Changes	1	Approval Date
1	Verson 01	1 st verson created		A2021-0118-01