

License Agreement – template

For Copyright, Trademark, Domain name, Personality (personal) rights (image, name, voice)

Under Czech New Civil Code

This Agreement shall be governed by the provisions of S. 2358 et seq. of the Act No. 89/2012 Coll., the Civil Code

LICENSOR'S NAME

- 1) Individual: date of birth, address, E-mail address
- 2) Company: reg. ID, seat, business registrar details, E-mail address, website

and

LICENSEE'S NAME

- 1) Individual: date of birth, address, E-mail address
- 2) Company: reg. ID, seat, business registrar details, E-mail address, website
power of attorney if applicable

I. Parties of the license

1.1. The Licensor declares to be a) copyright holder b) owner of the trademark c) holder or executor of the personality rights

Evidence: a) prove of copyright holding, prove of originality of protected works

b) registration number of TM

c) the person of the subject is the person of the Licensor, his or her Heir, trust etc.

Enclosed in Appendix 1

1.2. The Licensee declares to be the Individual/Company which runs the website/campaign/programme/news/restaurant/other.

The copy of an entry in the Commercial Register is enclosed in Appendix 2.

1.3. The Licensor declares that no legitimate performance shall be claimed against the Licensee by other holders of personal right or owners of copyright or any other third party.

II. Subject-matter of the license

2.1. The subject-matter of this Agreement is granting the license to:

- use
- distribute
- perform
- sell

the Trademark/ Copyright protected work/ the personality right.

That is for benefit for business operation of the Licensee, namely.

2.2. The subject-matter of this Agreement is the obligation of the Licensee to award Licensor a royalty fee in exchange for granting the license.

III. The scope of Use

3.1. Location - The license is granted to only Licensor operating in the Czech Republic.

3.2. Scope – The Licensor grants this license as exclusive but restricted solely for the business operation of the Licensee/non-exclusive.

The Licensee may use the rights granted in unlimited scope in terms of quantity and in any way known at the time of the Agreement taking effect.

The Licensee is not authorized to grant sublicenses to third party.

3.3. Term – The License shall be granted for 5 years. Once the term has elapsed, the license will be automatically renewed for 1 additional years unless the parties expressly make written declaration to the other party, no later than 3 months before the expiry date, that the party has no longer interest in pursuing the License.

IV. Royalty fee

The Licensee undertakes to award the Licensor for granted rights a royalty fee of 100.000 CZK for each contractual year that is the day of the signing.

The contractual year means a period starting from 1st January to 31st December of the respective year.

The payment shall be made to the following account No.:

In case of the late payment, a contractual interest of 2% per month shall be applied.

V. Right and obligations of the Parties

5.1. The Licensee is obliged to use the granted rights in a manner that does not diminish the value and good reputation of the Licensor.

5.2. The Licensor undertakes to maintain its rights licensed under this License valid throughout the duration of this Agreement. In case of any threat to the validity of these rights, the Licensor shall contact the Licensee.

5.3. The Licensee is obliged to use the licensed rights within one year of the signing of the Agreement.

5.4. In case of the Licensor's dispute with a third party being in violation of its rights, the Licensee shall cooperate with the Licensor to enforce its rights. In case of a dispute between Licensee and a violator of its rights, arising out of the Agreement, the licensor shall provide full assistance to the enforcement of the law.

5.5. In case of the delay of the payment, Licensor has to notify Licensee about the delay within 30 days after the due date.

VI. Communication

The communication between parties shall be done through the given E-mail addresses or by mail to given addresses. The Parties agree to notify each other of the change of their E-mail addresses without any delay.

VII. Termination and Withdrawal

7.1. The Licensor has right to withdraw from this Agreement within 30 days after notifying the Licensee under these conditions:

- a) bankruptcy of the Licensee
- b) Licensee fails to pay the royalty fee thirty days after notification by the Licensor
- c) License uses the granted rights contrary to this Agreement
- d) License does not use the granted rights within a year after the signing the contract

7.2. The Licensee shall be entitled to terminate this Agreement at any time without the reason. The notice period is 3 months from the day the Licensor is notified.

VIII. Confidentiality

The Parties maintain confidentiality of all the contractual arrangements of this Agreement. The breach of the confidentiality may cause damage, of which the parties are fully aware.

IX. Applicable law and jurisdiction

The License shall be governed by the law of the Czech Republic. The competent court for disputes arising out of this License is the territorially and subject-matter corresponding in the Czech Republic.

X. Final provisions

This Agreement is made out and signed in two counterparts, each party shall receive one.

No provision is intended to be contrary to the laws of the other country. This Agreement has been made with the cooperation of both parties and is not made in favor of any party.

In case any provision of this Agreement is or becomes invalid or unenforceable and the nature of the provisions allows, this shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect. The parties agree to replace the invalid provision with a new valid or enforceable one of corresponding purpose.

The Agreement is written in Czech and English language. Two Appendices are integral part of the Agreement. In case of a dispute, Czech version shall prevail.

The Parties expressly state that they are familiar with the content of this Agreement and this Agreement is an expression of their true and free will and it has not been concluded under duress or other unfavorable conditions. In witness whereof, the undersigned parties attach their signatures.

In Prague on.....

.....
Licensor

.....
Licensee