

Trademark License Agreement

**Securities and Exchange Commission
of Pakistan**



AND

CFA Society Pakistan



Trademark License Agreement

This License Agreement (hereinafter referred to as "the Agreement") is signed and entered into this day of Date, Month, Year ("hereinafter referred to as "the Effective Date") by and between:

1. CFA Society Pakistan is a non-profit organization which is incorporated under Section 42 of the Companies Ordinance, 1984, and based in Pakistan and shares CFA Institute's mission with respect to Pakistan (hereinafter referred to as the Licensor or the "CFASP" as and when the context demands).

and

2. The Securities and Exchange Commission of Pakistan established under Section 3 of Securities and Exchange Commission of Pakistan Act, 1997 (Act No. XLII OF 1997) having its Head Office at NIC Building, 63, Jinnah Avenue, Islamabad (hereinafter referred to as "SECP", the "Licensee as and when the context demands").

The aforesaid Parties signatories to the Agreement through their authorized representatives shall commonly be referred hereinafter o as the "Parties" and the party 1 shall be commonly be referred hereinafter to as "the Licensor".

WHEREAS, CFAP and SECP have entered into a Memorandum of Understanding for Promotion of Investor Protection and Financial Literacy ("hereinafter referred to as the "MOU") dated April 04, 2016, in consideration of the mutual promises and covenants contained therein.

AND WHEREAS, CFAP is the lawful owner of their respective trademark in the word form and in all style and design identified under Clause 1.1 (hereinafter referred to as the "trademark or the "Mark" as and when the context demands) of this Agreement.

AND WHEREAS, SECP desires to use the trademark for the required purposes as mentioned in this Agreement and the MOU.

AND WHEREAS, CFAP subject to the terms and conditions set forth in this Agreement and MOU, is willing to grant SECP to use its respective trademark in connection with the purposes as mentioned in the Agreement and MOU.

NOW THEREFORE, CFAP and SECP agree as follows:

1. GRANT OF LICENCE:

- 1.1. **Scope of License.** Subject to the terms and conditions set forth in the Agreement and the MOU, Licensor grant to Licensee a revocable, nontransferable, nonexclusive, royalty free license to use their respective trademark which is identified and described as follows.



- 1.2. Licensee may use the Trademark solely in connection with the provisions of the Agreement and MOU.
- 1.3. CFAP shall have the right to approve the products/services bearing the Trademark prior to distribution by Licensee.

2. TERM OF THE AGREEMENT:

Unless terminated earlier under Clause 4 of this Agreement, the term of this Agreement shall be effective and in force for two (2) years from the Effective Date.

3. USE OF THE MARK:

- 3.1. Licensee agrees that CFAP own all right, title and interest in and to the Trademark, and all use by Licensee shall inure to the sole benefit of CFAP.
- 3.2. Licensee must not use Trademark in a manner which tends to mislead, misinform, deceive, disparage or be distasteful in content or presentation. CFAP, in their sole discretion, may require Licensee to modify or amend such uses.
- 3.3. Licensee will not knowingly take any action, or fail to take any action, that could injure the Trademark or the goodwill of CFAP relating to Trademark.
- 3.4. Licensee agrees to keep and provide samples of all materials that display the Trademark.
- 3.5. Licensee shall not change or alter the Trademark in any way.
- 3.6. Licensee is prohibited from transferring, sublicensing or assigning the Trademark to any third party.

4. TERMINATION:

This Agreement shall terminate after a period of 2-years term from the Effective Date, provided however, that this Agreement may be terminated earlier by:

- i. mutual agreement between the Parties;
- ii. the licensor on serving thirty days advance written notice on the licensee;
- iii. the licensee on serving thirty days advance written notices on the licensor;

5. APPLICABLE LAWS:

This Agreement has been executed in and is governed by the laws of the Virginia. Licensee consents to jurisdiction and venue in the courts located in Virginia.

6. COMPLIANCE WITH LAWS:

Each of the parties hereto covenant and agree that they shall stay in compliance with all applicable laws and regulations in Pakistan in connection with the performance of this Agreement.

7. ENTIRE AGREEMENT AND AMENDMENT TO THE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and supersedes all other prior agreements and arrangements between the Parties. No modification or amendment of this Agreement shall be effective unless signed and executed on a written instrument by all the Parties.

8. SEVERABILITY:

The provisions of this Agreement are severable and in the event that one or more of such provisions shall be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. NO WAIVER:

The failure of either party to insist upon performance of any term or condition of this Agreement shall not be construed as a waiver of any other rights and obligations under this Agreement.

10. ASSIGNMENT:

Licensee shall not assign, sub-license, transfer, or otherwise convey Licensees' rights or obligation under this Agreement without prior written consent of the licensor.

11. DISPUTES / ARBITRATION:

Except as provided below, any and all disputes arising under or related to this Agreement which cannot be resolved through negotiations between the Parties shall be submitted to single arbitration to be appointed with mutual consent by all the Parties The seat and venue of such arbitrator shall be Islamabad, Pakistan. The arbitrator shall be bound by the provisions of Arbitration Act, 1940.

IN WITNESS WHEREOF all the Parties have set their hand on this Agreement on the day and year mentioned above.

AGREED AND ACCEPTED:

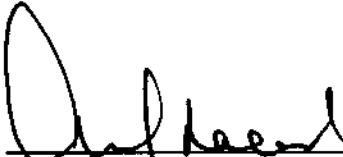
CFA Society Pakistan (Licensor)

**The Securities and Exchange Commission
of Pakistan (Licensee)**

Through its authorized representative:

Through its authorized representative:

Signature:  _____

Signature:  _____

Name: **Ashraf Bava**

Name: **Akif Saeed**

Title: **President**

Title: **Commissioner (IEIRD)**

Date: **April 04, 2016**

Date: **April 04, 2016**

WITNESSES:

1) _____

2) _____