

## **2023 TC-W3® TRADEMARK LICENSE AGREEMENT**

THIS AGREEMENT is entered into this 2nd day of January, 2023 by and between National Marine Manufacturers Association, Inc., a corporation organized under the laws of the State of Delaware (hereinafter "NMMA"), and Penrite Oil Company Pty Ltd, a seller of engine lubricants for use in the boating industry (hereinafter "LICENSEE"):

WHEREAS, NMMA administers the NMMA TC-W3® Oil Certification Program for lubricants which are especially suited to two-stroke cycle gasoline engines in the boating industry; and

WHEREAS, NMMA is the owner of and has adopted and is exercising legitimate control over the use of the certification mark consisting of the letters NMMA above the word CERTIFIED and a check immediately following the word CERTIFIED, and has registered (Reg. No. 2,671,428) such certification mark consisting of the letters NMMA above the word CERTIFIED and a check immediately following the word CERTIFIED for application to goods and services which have complied with certain standards, qualifications, specifications, tests, processes and requirements of NMMA; and

WHEREAS, NMMA is the owner of and has adopted and is exercising legitimate control over the use of the certification mark consisting of the hyphenated letters TC-W followed by the Arabic numeral 3 and has registered (Reg. No. 1,847,512) such certification mark for application to lubricants and particularly two-stroke cycle gasoline engine lubricants which have complied with certain standards, qualifications, specifications, tests, processes and requirements of NMMA; and

WHEREAS, LICENSEE markets lubricants suitable for two-stroke cycle gasoline engines in the boating industry and is desirous of obtaining permission to use NMMA's certification mark(s) on and in connection with two-stroke cycle gasoline engine lubricants which conform to NMMA's Oil Certification Program under the terms and conditions provided herein; and

WHEREAS, a lubricant designated by the complete lubricant name as Marine Outboard Two Stroke Oil (herein after the "certified lubricant") which is marketed by LICENSEE has passed the NMMA Certification Tests for TC-W3® and has been assigned by NMMA TC-W3® registration number RL-00419J. (Blended from a base formulation TC-W3® certification number RL29011D).

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties covenant and agree as follows:

1. Subject to the terms and conditions specified herein, NMMA hereby grants LICENSEE a non-exclusive license to use the NMMA certification mark consisting of the letters NMMA above the word CERTIFIED and a check immediately following the word CERTIFIED and the NMMA certification mark TC-W3® on or in connection with the certified lubricant offered for sale by LICENSEE only if and to the extent that such lubricant fully complies with all standards, qualifications, specifications (including marking specifications), tests, processes and other requirements which are from time to time established by the NMMA. In the event that the NMMA Oil Certification Committee, upon the recommendation of the testing labs, declares any test out of control or engine hardware not available, NMMA may grant a provisional license to any applicant satisfying all other tests and requirements during the period that the test is out of control, or hardware not available.
2. In consideration of the grant of permission to use NMMA's certification mark(s) on or in connection with the certified lubricant offered for sale by LICENSEE, LICENSEE warrants and agrees that it will use NMMA's certification mark(s) only on or in the advertising and marketing of such lubricants which are substantially identical in formulation to the certified lubricant. LICENSEE further agrees that no change in formulation in the certified lubricant will be made without the prior written notice to NMMA.
3. LICENSEE agrees to indemnify and hold NMMA harmless from any and all judgments, fines, penalties, other liabilities and costs including NMMA's attorney's fees, arising from or alleged to arise from improper certification of any lubricant under this Agreement as a result of any act or omission by LICENSEE, including but not limited to LICENSEE's failure to market lubricants which are substantially identical in formulation to the certified lubricant warranted by LICENSEE in paragraph 2, or any act or omission by NMMA or its agents. In the event of any such claim or cause of action against NMMA, NMMA shall give prompt notice of such claim to LICENSEE and at NMMA's option may tender to LICENSEE the defense of such claim.
4. LICENSEE agrees that whenever LICENSEE uses NMMA's certification mark(s) on the certified lubricant, LICENSEE shall also mark such lubricant with the TC-W3® registration number assigned by NMMA to such lubricant. LICENSEE may state on or in connection with the certified lubricant: "NMMA Certified for service TC-W3® at the engine manufacturer's recommended fuel/oil ratio".
5. LICENSEE agrees that NMMA shall have the right to examine, inspect and test all lubricants offered for sale by LICENSEE upon which or in connection with which NMMA's certification mark(s) is used. LICENSEE agrees that NMMA, or a testing laboratory selected by NMMA, may make reasonable tests of random samples of lubricants upon which the NMMA certification mark(s) appears to ensure that they are substantially identical in formulation to the certified lubricant. LICENSEE agrees to make available to NMMA at NMMA's request, and without cost, samples of the lubricants upon which or in connection with which the licensed certification mark(s) appears for such testing. All such samples are to be randomly selected by NMMA, or at NMMA's election, selected at random by LICENSEE, and sent to NMMA or a testing laboratory designated by NMMA.
6. LICENSEE agrees that in the event LICENSEE offers for sale lubricants which are the subject of this Agreement, upon which or in connection with which the NMMA certification mark(s) appears, which fail to conform with (i) the formulation of the certified lubricant, (ii) the standards, qualifications, specifications (including marking specifications), tests, processes and other requirements adopted by NMMA from time to time with respect to lubricants to which NMMA's certification mark(s) may be applied, or (iii) any terms or conditions of this Agreement, and NMMA gives written notice of

such failure or default to LICENSEE, and LICENSEE fails to cure or eliminate such failure or default within thirty (30) days of such notice, NMMA may at its election promptly terminate this Agreement by notice in writing to that effect or take such lesser actions as may be justified under the circumstances. Upon termination of the Agreement, all rights privileges and licenses granted herein to LICENSEE shall immediately cease, and LICENSEE shall cease to use the NMMA certification mark(s) on or in connection with lubricants which it offers for sale.

7. NMMA agrees that in the event LICENSEE provides written notice to NMMA of improper use or infringement of the NMMA certification mark(s) on or in connection with any lubricant marketed by any third party, NMMA shall investigate such complaint and, if appropriate, obtain a sample of such lubricant for reasonable testing by NMMA or a testing laboratory designated by NMMA. In the event NMMA determines that there has been improper use or infringement of NMMA certification mark(s) on or in connection with any lubricant marketed by any third party, NMMA shall take whatever action against such third party that it deems reasonable to cause such improper use or infringement to cease.

8. Upon execution of this Agreement, LICENSEE shall pay NMMA the annual license fee.

9. Unless terminated or modified in writing by the parties, this Agreement shall continue in full force and effect until December 31, 2023. This Agreement may be renewed on that date at the option of LICENSEE and NMMA upon the execution of a new trademark license agreement between NMMA and LICENSEE. In the event that the NMMA Oil Certification Committee, upon the recommendation of the testing labs, declares any test out of control or engine hardware not available (EOC/EHN), prior to December 31, 2023, NMMA may grant an extension of the current license for the period EOC/EHN, and may grant a provisional license to any applicant satisfying all other tests and requirements during the EOC/EHN period.

10. LICENSEE shall not assign nor directly or indirectly license, whether orally or in writing, any other person or firm to use the NMMA certification mark(s). Any rebranding or reblending of LICENSEE's lubricant shall require a separate trademark license agreement with NMMA for the use of NMMA's certification mark(s) on or in connection with such rebranded or reblended lubricant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first written above.

**NATIONAL MARINE MANUFACTURERS ASSOCIATION, INC.**

DATE: 4/13/2023

By: \_\_\_\_\_

DocuSigned by:  
*Scott Berry*  
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**Scott Berry**

**LICENSEE:** Penrite Oil Company Pty Ltd

DATE: 1/2/2023

By: \_\_\_\_\_

DocuSigned by:  
*[Signature]*  
EFEFDC2B950648C...

Signing this document will be considered consent to allow all fax and electronic communications from NMMA and its affiliate organizations, regional locations and department including boat shows and seminar information, membership details and promotional and commercial materials.