**HPM GREASE CERTIFICATION PROGRAM**

**License Agreement for Trademark Use**

**Date:**

**Applicant Contact Name:**

**Applicant Company Legal Entity Name:**

**Applicant Mailing Address:**

**Applicant Mailing Address:**

**Applicant Mailing Address:**

**Applicant Country:**

This License Agreement with Attachments (“License Agreement”) is made between NLGI, with an office located at 118 N. Conistor Lane, Suite B-281, Liberty, MO 64068 (“NLGI”) and the above identified company (“Applicant”).

Applicant has requested a license to use the Licensed Trademarks (as defined in Section 1.1) as a participant in the NLGI HPM Grease Certification Program (as defined in Section 1.2) in connection with the manufacture, sale and distribution of one or more registered branded grease products. Registered Branded Grease Products (hereinafter “Registered Branded Products”) shall mean those products, identified by Applicant’s unique Branded Grease Product Registration ID (hereinafter “Branded Product Registration ID”), for which Applicant holds a valid *Form HPM08 Branded Product Registration Certificate*.

Upon acceptance of this License Agreement, Applicant will be granted a non-exclusive license to use the Licensed Trademarks on Registered Branded Products under the terms and subject to the conditions of this License Agreement.

**ACKNOWLEDGEMENTS**

* 1. It is acknowledged that NLGI is the owner of lubricating grease specifications (“Specifications”) and trademarks, specimens of which are set forth in Attachment 1 (collectively, “Licensed Trademarks”).
	2. It is acknowledged that NLGI has established a trademark licensing and product certification program associated with the Specifications and Licensed Trademarks and such program is identified as the NLGI HPM Grease Certification Program (hereinafter “HPM Program”), with further description found in *Form HPM01 HPM Trademark Licensing and Branded Product Certification Procedures*, which may be updated from time to time with reasonable notice to Applicant.
	3. It is acknowledged that the NLGI has appointed the Center for Quality Assurance (“CQA”) as its Agent for administration of the HPM Program and Licensed Trademarks with contact information as follows:

 Center for Quality Assurance

 Attn: HPM Program

 4800 James Savage Road

 Midland, MI 48642 USA

 Telephone: +1 (989) 496-2399

 Facsimile: +1 (989) 496-3438

 Email: Grease@CenterForQA.com

* 1. Applicant acknowledges that the Licensed Trademarks and the Branded Product Registration ID will be used only on Registered Branded Products and only after full execution of the License Agreement and receipt of *Form HPM08 Branded Product Registration Certificate* for each such product*.*
	2. Applicant acknowledges that, as a condition of obtaining and maintaining the License Agreement and all associated Registered Branded Product certifications, Applicant, and any affiliated entity of Applicant over which Applicant may legally exercise control, will refrain from making any claims that non-registered products being sold or marketed by such entity “meets or exceeds HPM specifications”, “is comparable to HPM”, “is suitable for use where HPM is recommended”, “is approved by NLGI”, “is HPM approved”, or other similar claims, whether in product advertising or on product labels.

In case of breach of the foregoing, Applicant shall pay liquidated damages to NLGI of ten thousand U.S. dollars ($10,000) for each non-registered product in breach for each year such breach occurs.

In addition to the foregoing, as well as any other rights or remedies available to NLGI, NLGI shall have the right to immediately terminate this License Agreement as well as any Registered Branded Product certifications, for breach of this provision.

* 1. Applicant acknowledges and accepts all of NLGI’S rights and interests in and to the Licensed Trademarks. Applicant agrees that it will not, during the term of this License Agreement or thereafter, attack or challenge in any manner or in any form the ownership and interests of NLGI, or any affiliated or subsidiary company of NLGI, in and to the Licensed Trademarks, nor will Applicant assist any other person, firm or corporation to infringe upon or contest such rights, nor will Applicant attack or challenge the validity of this License Agreement.
	2. Applicant acknowledges and agrees that neither this License Agreement nor Applicant’s exercise of its rights under this License Agreement shall affect the ownership by NLGI of any of the goodwill or other rights of whatsoever nature pertaining to the Licensed Trademarks, and that such goodwill or other rights pertaining to the Licensed Trademarks shall be and remain in the name of NLGI and/or NLGI affiliated and subsidiary companies. Applicant shall not represent in any manner that Applicant has any ownership rights to the Licensed Trademarks.
	3. It is acknowledged as between the parties, NLGI has the sole discretion to determine when, and if, any legal proceedings will be taken involving the Licensed Trademarks, and Applicant shall not institute any legal proceedings involving the Licensed Trademarks.
	4. Applicant acknowledges that Applicant shall not attempt to register the Licensed Trademarks, either alone or in combination with other marks or indicia, nor shall Applicant use or attempt to register or to aid any third party in using or attempting to register any marks, trade dress, or trade name, or apply for any copyright or design right which may be, in the opinion of a reasonable person, confusingly similar to the Licensed Trademarks, in any country of the world.
	5. NLGI and Applicant agree that all uses of the Licensed Trademarks pursuant to this License Agreement shall inure solely to the benefit of NLGI and/or NLGI affiliated and subsidiary companies.

**GRANT OF LICENSE; GOODWILL AND PROMOTIONAL VALUE**

* 1. NLGI hereby grants to Applicant during the License Term (as defined in Section 7.1) a non-exclusive license to use the Licensed Trademarks solely and only upon and in connection with the manufacture, sale, advertising, promotion, and distribution of Registered Branded Products; such license shall apply only to those products for which a *Form HPM08 Branded Product Registration Certificate,* bearing a unique Branded Product Registration ID, corresponding to a unique sample approval code (“Sample Approval Code”), has been issued. All rights not expressly granted herein are reserved to NLGI.
	2. Applicant recognizes the great value of the goodwill associated with the Licensed Trademarks and acknowledges that the Licensed Trademarks, and all rights therein and the goodwill pertaining thereto, belong exclusively to NLGI.

**FEES AND FEE PAYMENTS**

1. Applicant shall pay HPM Program fees to CQA in the manner and amount indicated in Attachment 2. Applicant shall provide CQA with accurate information for fee and payment communications.
	1. Payment of annual renewal fees are due by the anniversary date of the Registered Branded Product certification as indicated on *Form HPM08 Branded Product Registration Certificate*. CQA may send a payment reminder to the Applicant prior to the annual due date, however, lack of receipt or processing by the Applicant will not absolve Applicant from making timely payment by the due date.
	2. Payment shall reach CQA by the due date. If the payment reaches CQA after the due date, Applicant shall also pay late payment interest on that amount, from the due date to the date actually paid, at a rate of 1.5% compounded monthly. If the amount paid does not include the late payment interest, CQA will so notify Applicant and Applicant shall immediately forward such interest payment to CQA.
	3. Applicant shall be solely liable for and shall pay in full any tax or other government charge now or in the future levied upon the Applicant for payment of the fees. For the avoidance of doubt, Applicant shall not subtract any taxes or government charges from the amount owed and shall pay CQA the full amount due.
	4. The receipt or acceptance by CQA of any amount paid shall not preclude NLGI or CQA from questioning the correctness thereof at any time for two (2) years after the date of such payment. In the event that any mistakes are discovered in such payments, they shall immediately be rectified and either (a) the appropriate payment made by Applicant to CQA or (b) the appropriate refund made by CQA to Applicant.
	5. In the event of termination or expiration of this License Agreement, other than under Paragraph 7.4, Applicant shall be responsible to immediately pay any fees due and owing prior to the termination, pro-rated through and including the date of termination.

**TRADEMARK PROTECTION MAINTENANCE AND LABELING**

4.1 Applicant agrees that all use of the Licensed Trademarks shall strictly comply with all applicable laws and regulations in force in the applicable country.

* 1. Applicant agrees to provide NLGI, at NLGI’s request and expense, such reasonable assistance as NLGI may require in maintaining and/or procuring the registration of or protection for any of NLGI’s rights to the Licensed Trademarks, and further agrees to cooperate in facilitating NLGI’s compliance with all applicable laws concerning the Licensed Trademarks.
	2. To the best of NLGI’s knowledge, use of the Licensed Trademarks will not infringe the intellectual property rights of any third party.
	3. NLGI will not indemnify or otherwise defend or hold harmless Applicant from losses, costs, or damages that may result from any claims against Applicant, including claims of infringement. NLGI, however, reserves the right to enter and conduct the defense in any claim of infringement.
	4. Applicant agrees that it will cause to appear on each container of the Registered Branded Product manufactured and/or sold by Applicant under the License Agreement, such copyright, trademark, and other notices as NLGI shall reasonably designate in writing. All containers in which the Registered Branded Products are sold or distributed (a) shall bear the Licensed Trademarks in accordance with the provisions provided to Applicant in *Form HPM01 HPM Trademark Licensing and Branded Product Certification Procedures* (as such requirements may be updated or amended from time to time with reasonable notice to Applicant), and (b) shall be approved by CQA as required under Section 6.5 hereof.
	5. After meeting the requirements of the License Agreement and *Form HPM01 HPM Trademark Licensing and Branded Product Certification Procedures,* and receiving a valid *Form HPM08 Branded Product Registration Certificate,* Applicant may use the Licensed Trademarks in advertising materials that promote the Registered Branded Product.
	6. In labeling, advertising, publishing, and promoting the sale of Registered Branded Product, Applicant shall act only in a manner that will develop customer confidence in the Licensed Trademarks and HPM Program. Applicant shall not act in a manner that NLGI may deem, in its sole opinion, to adversely affect NLGI’s business or goodwill or tend to mislead or injure grease users.
	7. Applicant agrees to assist NLGI to the extent necessary to protect NLGI’s rights in the Licensed Trademarks. NLGI may commence or prosecute any claims or suits in NLGI’s own name. Applicant shall notify NLGI of any infringements or imitations of the Licensed Trademarks on articles similar to those covered by this License Agreement which may come to Applicant’s attention, and NLGI shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations. Applicant shall not institute any suit or take any action on account of any such infringements or imitations.
	8. Applicant agrees never to infringe on or contest the validity of the rights of NLGI in the Licensed Trademarks or to assist any other person, firm, or corporation to infringe on or contest such rights.
	9. This License Agreement does not authorize Applicant to manufacture, have manufactured, or sell, any products bearing or using NLGI’s trademarks other than the Licensed Trademarks and acknowledges that such use shall constitute a material breach of this License Agreement; provided, however, the foregoing shall not affect or impair any rights Applicant may have to use a NLGI trademark under a separate agreement with NLGI.

**INDEMNIFICATION AND INSURANCE**

* 1. Applicant agrees to hold harmless, defend, and indemnify NLGI and CQA, and their respective officers, directors, agents and employees against any and all allegations, claims, suits, loss, attorneys' fees, or damage arising out of Applicant’s or Affiliate’s manufacture, distribution, or sale of the Registered Branded Product, or arising out of any alleged unauthorized use of any patent, copyright, design, mark, process, idea, method, or device by Applicant in connection with the Registered Branded Product.
	2. Applicant shall acquire and maintain at its sole cost and expense throughout the term of this License Agreement Commercial General Liability Insurance, including product liability and contractual liability, ("Commercial General Liability Insurance"), underwritten by an insurance company which has been rated at least A-VI by the most recent edition of Best's Insurance Report. The financial status of insurance companies located outside the United States must be acceptable to NLGI. This insurance coverage shall provide protection against any and all allegations, claims, demands, causes of action or damages, including attorneys’ fees, arising out of any alleged defects in the Registered Branded Product, of not less than one million U.S. dollars ($1,000,000) combined single limit for personal injury and property damage, with NLGI named as an additional insured party.
	3. Applicant shall furnish to CQA on behalf of NLGI within thirty (30) days of the execution of this License Agreement certificates issued by the insurance company setting forth the amount of Commercial General Liability Insurance, the policy number, the date of expiration, and a provision that NLGI shall receive thirty (30) days written notice prior to termination, reduction, or modification of the coverage. Applicant’s purchase of the Commercial General Liability Insurance or furnishing of the certificate of insurance shall not relieve Applicant of any other of its obligations or liabilities under this License Agreement.
	4. Applicant agrees to provide NLGI and CQA with prompt notice of any allegation, claim, objection, suit, or dispute of any kind concerning either the Licensed Trademarks and/or NLGI’s rightful ownership thereof. NLGI shall have at least sixty (60) days after receipt of said notice to exercise the option to undertake and conduct the defense of any suit so brought, and if NLGI does not undertake to conduct the defense of any such claim or suit, no settlement of any such claim or suit shall be made without NLGI’s prior written consent. Applicant agrees to cooperate fully with NLGI in any such action.

**QUALITY CONTROL**

* 1. Applicant agrees that the Registered Branded Product shall meet or exceed any and all government standards, regulations, guidelines, rules, laws, and the like regarding same, and shall meet or exceed the Specifications.
	2. Applicant shall, before the sale or distribution of Registered Branded Products, furnish free of cost to CQA, product information and samples evidencing compliance of said product with the Specifications. The acceptability of each of Applicant’s products shall be determined solely by CQA as evidenced by issuance of a unique Sample Approval Code for each unique product. After receiving a Sample Approval Code, Applicant shall not alter said product in any manner without CQA’s prior written approval.
	3. Applicant agrees that the sale or distribution of any Registered Branded Products shall only occur subject to CQA’s approval as evidenced by the issuance of *Form HPM08 Branded Product Registration Certificate* containing the unique Branded Product Registration ID corresponding to the unique Sample Approval Code. After receiving a Branded Product Registration ID, Applicant shall not alter the product in any manner without CQA’s prior written approval.
	4. NLGI and CQA agree not to disclose to any third party Applicant’s product or brand information without the prior written consent of Applicant, except in those cases where: (a) the information becomes part of the public domain by other than disclosure by NLGI or CQA; (b) the information is subsequently and rightfully received by NLGI or CQA from a third party without any obligation of confidentiality; or (c) the information is required to be disclosed by compulsory judicial or administrative process or by law or regulation; NLGI or CQA will notify Applicant if disclosure is required by compulsory judicial or administrative process or by law or regulation.
	5. Applicant shall provide CQA with product labeling associated with each Registered Branded Product. The acceptability of said labeling in regard to (a) the Licensed Trademarks; (b) claims relating to the Licensed Trademarks; or (c) the Sample Approval Code or Branded Product Registration ID, shall be determined solely by CQA. Applicant shall not use any material to which CQA objects. After such labeling has been approved pursuant to this License Agreement, Applicant shall not depart therefrom without the prior written approval from CQA, such approval which shall not be unreasonably withheld. Notwithstanding the foregoing, Applicant shall not be required to procure CQA’s approval for Registered Branded Product labeling changes which do not involve: (i) the Licensed Trademarks; (ii) claims relating to the Licensed Trademarks; or (iii) the Sample Approval Code or Branded Product Registration ID.
	6. CQA shall at all reasonable times have the right to inspect and test any Registered Branded Product and the manufacture of such product. CQA reserves the right to require additional testing of the Registered Branded Product to determine whether said product complies with the approved Sample Approval Code. In this regard, Applicant shall, upon request by CQA and free of cost, supply samples of such product currently in production.
	7. If at any time, any Registered Branded Product does not meet the quality level of the samples approved by CQA, NLGI shall have the right to require Applicant to discontinue the use of the Licensed Trademarks in connection with the sale of such product until modifications satisfactory to NLGI are made.
	8. CQA and NLGI shall have the right to notify retailers, distributors, dealers, and the public regarding the products for which this license is issued:
1. whenever the publicity, claims or representations made by Applicant regarding such products are improper, inaccurate, or misleading in the judgement of NLGI;
2. whenever such products are mislabeled;
3. whenever such products are no longer certified; or
4. whenever such products fail to meet the Specifications.

If and when it may become necessary for NLGI or CQA to make such notifications, thirty (30) days notice shall be given to Applicant. NLGI shall be the sole judge thereof and its determination, judgement or satisfaction shall be final and binding, and any such notice shall be without liability to NLGI or CQA, and the officers, distributors, dealers, agents or employees of NLGI or CQA.

**TERM AND TERMINATION**

* 1. This License Agreement shall commence the date of execution of this License Agreement and expire December 31, 2025 (the “License Term”).
	2. Either party may terminate this License Agreement at any time upon six (6) months’ notice in writing to the other.
	3. NLGI shall have the right to immediately terminate this License Agreement by giving written notice to Applicant: (a) upon Applicant’s failure to comply with any of the provisions hereof or any requirement set forth in *Form HPM01 HPM Trademark Licensing and Branded Product Certification Procedures*, including, without limitation, completion of required documentation in an accurate manner; (b) upon Applicant’s failure to pay any fee required by this License Agreement within ten (10) business days after receiving a delinquency notice; or (c) if Applicant takes any action in connection with the manufacture, offering for sale, advertising, promotion, shipment, and/or distribution of any product which, in the opinion of a reasonable person, damages or reflects adversely upon NLGI or the Licensed Trademarks.
	4. If Applicant files a petition in bankruptcy, or is adjudicated bankrupt, or if a petition in bankruptcy is filed against Applicant, or if it becomes insolvent, or makes an assignment for the benefit of its creditor or makes an arrangement pursuant to any bankruptcy law, or if Applicant discontinues all or a significant portion of its business, or if a receiver is appointed for it or its business, this License Agreement shall automatically terminate without any notice or lapse of time being necessary. In the event the License Agreement is so terminated, Applicant, its receivers, representatives, trustees, agents, administrators, successors, and assigns shall have no right to sell, exploit, distribute, or in any way use the Licensed Trademarks or any carton, container, packing, wrapping material, advertising, promotional, or display material bearing same.
	5. Termination of this License Agreement under this Article 7 shall be without prejudice to any rights that NLGI may otherwise have against Applicant. Upon termination of this License Agreement, all fees due (according to the terms of Article 3 hereof) shall become immediately due and payable.
	6. Upon termination or expiration, Applicant shall promptly provide NLGI with an inventory of Registered Branded Products bearing the Licensed Trademarks on hand, and Applicant shall have three (3) months from the termination or expiration date within which to sell or otherwise dispose of that inventory (“Sell-Off Period”); and thereafter Applicant shall promptly discontinue the sale of Registered Branded Products bearing the Licensed Trademarks. At the end of the Sell-Off Period or upon termination of this License Agreement under Paragraph 7.3 or 7.4, Applicant shall promptly destroy, in a manner approved by NLGI, all literature, advertising copy, and packaging bearing the Licensed Trademarks. If Applicant fails to timely discontinue use of the Licensed Trademarks as required hereunder, Applicant shall be responsible for all fees (including reasonable attorney’s fee), costs and expenses NLGI shall incur to compel Applicant’s compliance.
	7. Upon termination, Applicant shall not be entitled to a refund of any portion of the fees previously paid.
	8. Applicant acknowledges and agrees that NLGI would be irreparably harmed by any breach of this License Agreement and that monetary relief would be inadequate to compensate NLGI for the breach. Accordingly, if NLGI shows that Applicant breached or threatened to breach this License Agreement, Applicant acknowledges and agrees that NLGI will be entitled to injunctive relief in addition to monetary relief against Applicant. NLGI will not have to post bond or prove actual damages.

**LICENSING AND BRANDED PRODUCT CERTIFICATION PROGRAM**

8.1 NLGI establishes all standards, requirements, tests, test procedures, and fees of the HPM Program, including the HPM Program procedures, and may change or revise all or any part thereof at any time with reasonable notice to Applicant and without any further obligation of any nature to any person or persons. All standards, requirements, tests and test procedures in effect at any particular time will be equally applicable to all products then being tested. To the extent NLGI makes any material change which is unacceptable to Applicant, Applicant shall have thirty days from receipt of NLGI’s written notice of such change to provide a written rejection to such proposed change(s). Such written rejection shall constitute notice by Applicant of its termination of this License Agreement, pursuant to which Applicant shall be entitled to a Sell-Off Period consistent with the terms of Section 7.6 beginning as of the date of Applicant’s written notice of rejection.

**NONASSIGNABILITY**

9.1 This License Agreement is personal to Applicant. Applicant shall not assign, sublicense, or represent in any manner that it has the right to assign or sublicense, this or any part of this License Agreement, including but not limited to, any of its Branded Product Registration IDs without the prior written consent of NLGI; provided, however, Applicant may assign this License Agreement in whole, but not in part, to an Affiliate (as defined below) so long as Applicant provides NLGI with written notice of any such assignment within 30 days of such assignment. In the event Applicant exercises its right to assign this License Agreement to an Affiliate, the terms of this License Agreement shall apply to such Affiliate as if such entity were a licensee hereunder, provided however, Applicant shall not be released and shall remain primarily liable and responsible for compliance with all obligations required to be performed by Applicant under this License Agreement (including as such obligations may apply to any Affiliate). Additionally, for the avoidance of doubt, a breach of the obligations of this License Agreement by an Affiliate shall be deemed a breach by Applicant. For purposes of this License Agreement, an “Affiliate” of Applicant shall mean any entity that is the ultimate parent of, is owned or controlled directly or indirectly by, or is under common control with Applicant, and includes any successor-in-interest to an Affiliate.

9.2 NLGI reserves the right to assign, in whole or in part, this License Agreement, along with the transfer of one or more property rights of the Licensed Trademarks.

**GOVERNING LAW; VENUE AND NOTICES**

10.1 This License Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, United States of America, and any litigation shall be commenced by either party, if at all, only in an appropriate Missouri forum.

10.2 Except as otherwise provided in this License Agreement, all notices required or permitted to be given hereunder shall be written in English and delivered by registered or certified mail, return receipt requested, or by an overnight mail service having a record of receipt, and addressed as follows:

If to NLGI: NLGI

 Attn: Director

 118 N. Conistor Lane

 Suite B-281

 Liberty, MO 64068

 U.S.A.

 and

 Center for Quality Assurance

 Attention: HPM Program

 4800 James Savage Road

 Midland, MI 48642

 U.S.A.

If to Applicant: To Applicant’s contact name and address of record listed in the first paragraph of this License Agreement.

* 1. Any party hereto may change its address by providing notice of such address change to the other party in the manner set forth above. Notices given as herein provided shall be considered to have been received five (5) days after mailing thereof, or when actually received, whichever occurs first. Neither party may object to the manner of delivery of any written notice actually received by its authorized representative.

**NO JOINT VENTURE AND RECORDAL**

11.1 This License Agreement creates only a licensing relationship between the parties. It does not create a partnership, joint venture, or agency relationship. Applicant has no power to obligate or bind NLGI.

11.2 NLGI may record this License Agreement. Applicant agrees to cooperate in the procedure and to execute any necessary documents.

**WAIVER AND SEVERABILITY**

12.1 A waiver by NLGI or Applicant of any breach or remedy under this License Agreement is not a waiver of any other breach or remedy.

12.2 If a provision of this License Agreement is unenforceable, the remaining provisions continue in effect. NLGI, in its sole discretion, may decide that the remaining provisions no longer reflect the original intent of the parties and terminate.

**HEADINGS**

13.1 The headings do not affect the interpretation or scope of this License Agreement.

**MERGER AND INTEGRATION**

14.1 This License Agreement and all attachments hereto and all documents referenced herein, constitutes the entire agreement between the parties. Any change in this License Agreement must be in writing with specific reference to this License Agreement and signed by an authorized representative of each party. All prior understandings between the parties are merged and integrated into this License Agreement.

**EXECUTION OF LICENSE AGREEMENT**

15.1 The execution of this License Agreement where indicated below will constitute acceptance of this License Agreement, and upon such execution, this License Agreement shall constitute authorization to Applicant to use the Licensed Trademarks on Registered Branded Products under the conditions set forth in this License Agreement.

|  |  |
| --- | --- |
| **CENTER FOR QUALITY ASSURANCE****(HPM PROGRAM ADMINISTRATOR)** | **APPLICANT (LICENSEE)** |
| By: |  | By: |       |
|  |  |  | (Legal Entity Name) |
|  |  |  |  |
| Name: | (Signature of Authorized Representative) | Name: | (Signature of Authorized Representative) |
|  |  |  |       |
| Title: | (Printed Name of Authorized Representative) | Title: | (Printed Name of Authorized Representative) |
|  |  |  |       |
| Date: |  | Date: |       |

**ATTACHMENT 1**

**Licensed Trademarks**

**ATTACHMENT 2**

**Fees and Payment Information**

**ATTACHMENT 2 (Con’t)**

**Fees and Payment Information**

**PAYMENT REMITTANCE:**

Domestic ACH deposits are to be directed to:

Bank: Bank of America

 100 W. 33rd Street, New York, NY 10001 USA

Routing Number: 072 000 805

Account Name: Center for Quality Assurance - HPM

Account Number: 375 011 529 991

Foreign wire transfers are to be directed to:

Bank: Bank of America

 100 W. 33rd Street, New York, NY 10001 USA

Routing Number: 026 009 593

Swift Code: BOFAUS3N

Account Name: Center for Quality Assurance - HPM

Account Number: 375 011 529 991

NOTE: Include invoice number on reference line to assure proper credit. Bank transfer fees are Licensee’s responsibility.

Checks are to be drawn on a US bank and made payable and remitted to:

Center for Quality Assurance

Attn: HPM Accounts Receivable

4800 James Savage Rd.

Midland, MI 48642 USA

Telephone: +1 (989) 496-2399

Email: AccountingServices@CenterForQA.com

Mastercard, Visa, American Express credit cards accepted. A 3% credit card fee will be added to amount due.

**PAYMENT TERMS:** Payments are due upon initial order and prior to the annual anniversary date of the Registered Branded Product certification as indicated on *Form HPM08 Branded Product Registration Certificate*.

**LATE PAYMENT FINANCE CHARGE:** Interest shall accrue on the amount past due, from the due date to the date actually paid, at a rate of 1.5% compounded monthly.