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| **Dated 2019** | |
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| 1. **Danske Bank Group** 2. **[the licensee]** | | | |
| **OPEN BANKING TRADE MARK LICENCE** | |

This Agreement is dated 2019

1. Danske Bank incorporated and registered in UK with company number R568 whose registered office is at  **Donegall Square West, Belfast, BT1 6JS**
2. [THIRD PARTY PROVIDER / ASPSP / CMA9 MEMBER] incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **(Licensee)**

Each a **Party**.

**BACKGROUND**

1. The Licensor is the owner of or has the right to license certain trademarks, collectively the Marks (as defined below).
2. The Licensee is a TPP (as defined below) or an ASPSP (as defined below)
3. The Licensee wishes to use the Marks in the Territory (as defined below) in relation to the Products/Services (as defined below) and the Licensor is willing to grant to the Licensee a licence to use the Marks on the terms and conditions set out in this agreement.

**AGREED TERMS**

1. **INTERPRETATION**

The definitions and rules of interpretation in this clause apply in this agreement.

* 1. Definitions:

**AIS:** Account Information Serviceas defined within Article 4 of PSD2.

**ASPSP:** an Account Servicing Payment Service Provider as defined within Article 4 of PSD2.

**Brand Manual:**   the Licensor’s guidelines prescribing the permitted form and manner in which the Marks may be used, a copy of which is attached to this agreement *[at Schedule 1]* including any amendments or additions notified in writing by the Licensor to the Licensee from time to time.

**CMA Order:** The Retail Banking Market Investigation Order 2017 from the Competition and Markets Authority.

**Effective Date:**  the date of this agreement.

**Marks:**  the trademarks belonging to or licensed to the Licensor as set out in [*Part 1*](#co_anchor_a638068_1) of [*Schedule*](#co_anchor_a328310_1) *1*

**PIS:** Payment Initiation Serviceas defined within Article 4 of PSD2.

**Products/Services:**  The provision of AIS and PIS exclusively in relation to UK accounts which the Licensee is permitted to provide pursuant to (i) PSD2; and/or (ii) the CMA Order; and any products or services that the Licensor may notify to the Licensee from time to time as being Products/Services.

**PSD2**: Directive (EU) 2015/2366.

**Read-only Data:** means the product and reference information made available by ASPSPs pursuant to Article 12 of the CMA Order or under PSD2.

**Read/Write Data:** means payment account data sets made available without charge by ASPSPs pursuant to Article 14 of the CMA Order or under PSD2.

**Territory:**  UK

**TPP**: a third party provider, being a Payment Initiation Service Provider and/or an Account Information Service Provider (both as defined within Article 4 of PSD2) authorised and/or registered by the FCA

1. **GRANT**

* 1. The Licensor grants the Licensee a non-exclusive, non-transferable, non-sub-licensable, revocable and royalty-free licence to use the Marks in the Territory solely for the purposes of identifying and distinguishing, within the Products/Services, a Licensor as the source of a Licensor’s Read-only Data and Read/Write Data that the Licensee uses in relation to the Products/Services.
  2. The Licensor acknowledges that the Licensee’s rights to use the Marks within the Territory shall include the right to use the Marks on media in relation to the Products/Services which may be made available or is accessible outside the Territory, including via digital and online platforms which may be accessible by remote means outside the Territory.
  3. For the avoidance of doubt, the Licensee is not permitted to market or promote using the Marks at all, whether within or outside the Territory.

1. **APPLICATION OF THE MARKS**

* 1. The Licensee shall comply strictly with the directions of the Licensor regarding the form and manner of the application of the Marks, including the directions contained in the Brand Manual. If notified by the Licensor of any change to the Brand Manual and/or the Marks the Licensee shall comply with such amended directions within one week.
  2. Any request by the Licensee to amend the technical specification of a Mark provided by the Licensor must be made to Kev@danskebank.co.uk The Licensee acting reasonably shall consider such request but for the avoidance of doubt the Licensor is under no obligation to consent to any such request.

* 1. The Licensee shall not use in its business any other trademarks confusingly similar to the Marks and shall not use the Marks or any word confusingly similar to the Marks as, or as part of, its corporate or trading name.

1. **TITLE, GOODWILL AND REGISTRATIONS**

* 1. The Licensee acknowledges that the Licensor is the owner of the Marks or has all necessary rights to license their Marks.
  2. The Licensee acknowledges that nothing contained in this Agreement shall give the Licensee any right, title or interest in and to the Marks other than as expressly provided for in this Agreement.
  3. The Licensee shall procure that all uses of the Marks by the Licensee be accompanied by an acknowledgement or acknowledgements that the Marks are used under licence from the Licensor, in the form of:

” [TRADE MARKS] are used under licence from Danske Bank.”

Or with any other statement as notified in writing from the Licensor to the Licensee.

* 1. Any goodwill derived from the use by the Licensee of the Marks shall accrue to the Licensor. The Licensor may, at any time, call for a document confirming the assignment of that goodwill and the Licensee shall immediately execute it.
  2. The Licensee shall not do, or omit to do, or permit to be done, any act that will or may prejudice, weaken, damage, confuse, tarnish, dilute or be detrimental to the Marks or the reputation or goodwill associated with the Marks or the Licensor, or that may invalidate or jeopardise any registration of the Marks.

* 1. The Licensee shall not apply for, or obtain, registration of the Marks or domain names containing the Marks for any goods or services in any country.

* 1. The Licensee shall not apply for, or obtain, registration of any trade or service marks in any country which consists of, or comprises, or is confusingly similar to, the Marks.
  2. Nothing in this agreement shall constitute any representation or warranty that:

1. any registration comprised in the Marks is valid;
2. any application comprised in the Marks shall proceed to grant or, if granted, shall be valid; or
3. The exercise by the Licensee of rights granted under this agreement will not infringe the rights of any person.
   1. To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee’s exercise of the rights granted to it under this agreement.

1. **MORAL RIGHTS**

To the extent that the Licensee gains any moral rights in relation to copyright subsisting in the Marks, the Licensee shall provide to the Licensor, written absolute waivers in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights the Licensee may have in any territory of the world, promptly on its creation.

1. **ASSIGNMENT AND OTHER DEALINGS**

* 1. The Licensee shall not assign, transfer, mortgage, charge, subcontract, sub-license, declare a trust over, or deal in any other manner with any or all of its rights under this agreement.

* 1. The Licensor may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

1. **DURATION AND TERMINATION**

* 1. This agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with this clause 7.

* 1. The Licensor shall have the right to terminate this agreement at any time on giving the Licensee 30 days’ notice of termination.

* 1. Without affecting any other right or remedy available to it, the Licensor may terminate this agreement with immediate effect by giving notice to the Licensee if:

1. the Licensee ceasing to be authorised and/or registered by the FCA;
2. the Licensee’s access to the Read-only Data and Read/Write Data being denied under PSD2;
3. the Licensee being in breach of any relevant laws and regulations;
4. the Licensee commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified to do so;
5. the Licensee uses the Marks in a way that does not comply with the Brand Manual or in a way that has not been authorised by the Licensor;

1. The Licensee challenges the validity of the Marks.
2. **CONSEQUENCES OF TERMINATION**

* 1. On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement all rights and licences granted pursuant to this agreement shall cease.
  2. On expiry or termination of this agreement, the Licensor may request the Licensee to provide written certification that it has ceased use of the Marks and removed the Marks from all forms of media. The Licensee shall comply with such request within 15 days of such request being made.

* 1. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

1. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1. **ENTIRE AGREEMENT**

* 1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
  2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

1. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. **SEVERANCE**

* 1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
  2. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

* 1. **THIRD PARTY RIGHTS**

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

1. **NO PARTNERSHIP OR AGENCY**

* 1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
  2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

1. **INADEQUACY OF DAMAGES**

Without prejudice to any other rights or remedies that the Licensor may have, the Licensee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Licensee. Accordingly, the Licensor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

1. **GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

1. **JURISDICTION**

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

**[SCHEDULE 1 – MARKS AND BRAND MANUALS]**

**Part 1**

**Trade Marks(s)**

[DESCRIBE “PRINCIPAL” MARKS(S) HERE AND LIST DETAILS BELOW]

**Registered trademarks and applications**

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| **Country** | **Marks** | **Registered? (Y/N)** | **App or regn no** | **Date of app or regn** | **Classes** | **Specification** |
|  | **Danske Bank** | Y | **TM3820EU00/70087518/CHA** | **30/12/2015** | **9, 16, 35, 36, 38, 41, 42 ( Nice**  **Classification )** | **26.04.02, 26.04.09, 26.04.22,**  **29.01.04 ( Vienna**  **Classification )** |
|  | **Danske Bank** | Y | **T2000 02380/SUS/gse** | **18/06/2002** | **16, 35, 36 ( Nice**  **Classification )** |  |
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**Unregistered trade marks**

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| **Country** | **Marks** | **Date first used** | **Goods or services in respect of which the Marks has been used** |
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**Brand Manuals**



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| Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF LICENSOR] |  | ....................  Director: Liam Curran |
|  |  |  |
| Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF LICENSEE] |  | ....................  Director |