

LICENSING AGREEMENT OVERVIEW

An overview of the contract and manufacturing general conditions that we would sign together in this partnership. These are the main points for discussion. This is not intended to replace the full contract. The full contract will be offered later in the process.

TERRITORY

The Novum Wall licensing agreement is a manufacturing territory agreement. This agreement gives you the authority to make Novum Wall blocks with Novum Wall forms in your authorized manufacturing facility within your territory. You can move forms to alternative locations with approval from Novum Wall, however, you may not move forms into another manufacturer's exclusive territory without their written approval. We do not have sales territories, so blocks may be sold outside of your manufacturing territory.

PATENTED SYSTEM

The licensing agreement gives you the right to use Novum Wall intellectual property as long as you do not modify it or recreate the equipment yourself.

ROYALTY

Royalty is charged per form per month in USD and is due net 30 each month. An exclusive license agreement ensures that no other manufacturer will be set up to make Novum Wall in your territory. Royalty rate increases are evaluated annually and will not exceed the [August to August Consumer Price Index for All Urban Consumers \(CPI-U\)](#) for the preceding year.

MARKETING

The Aster Brands team markets the brand nationally, and we encourage you to market the brand in your local area, following the Novum Wall branding guidelines. These guidelines, along with many additional marketing materials, will be available to you.

QUALITY

To ensure consistency in quality worldwide, Novum Wall blocks must be produced to meet the latest published specifications and can only be made with first-purpose concrete.

WARRANTY

While we have the utmost confidence in the Novum Wall system, we issue a 6-month warranty should anything happen. We have been licensing products for over 25 years and have a good record of this warranty not being utilized.