



FC-W® Certified Oil Registration Program

June 9, 2016

Mark de Nooijer Eurol BV Energiestraat 12 7442 DA Nijverdal Netherlands

Dear Mr. Nooijer:

We have received your registration request for the four-stroke cycle outboard engine lubricant below and are happy to inform you that it has passed the NMMA Certification Tests for FC-W[®].

The certified lubricant listed below has been assigned the following registration number:

Eurol Nautic 10W-40 FC-W® FC-W® Registration Number: FB-12456K

For quality control reasons the certified lubricant may not be marketed as NMMA certified unless such lubricant bears the assigned registration number and FC-W® logo. The enclosed trademark license agreement is in effect until December 31, 2016. To continue use of the NMMA certification marks or statements on, or in connection with, the certified lubricant, a new license agreement and payment of the license fee must be made on an annual basis.

Please note that any re-branding or re-blending of the certified lubricant will require a separate trademark license agreement for the use of NMMA's certification marks on or in connection with such lubricant.

If you have any questions, please feel free to contact me.

Very truly yours,

Thomas J. Marhevko

Senior Vice President, Engineering Standards

Thomas & Market

Yamaha Motor

2016 FC-W® TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is entered into this
Manufacturers Association, Inc., a corporation organized under the laws of the State of Delaware (hereinafter "NMMA"), and, a seller of engine lubricants for use in the boating industry (hereinafter "LICENSEE"):
WHEREAS, NMMA administers the FC-W® NMMA Oil Certification Program for lubricants which are especially suited to four-stroke cycle gasoline engines in the boating industry; and
WHEREAS, NMMA is the owner of and has adopted and is exercising exclusive control over the use of the certification mark consisting of the letters NMMA below the word CERTIFIED, and has filed with the United States Patent and Trademark Office an application bearing the serial number 78-356599 for the grant of registration of such certification mark consisting of the letters NMMA below the word CERTIFIED for application to goods and services which have complied with certain standards, qualifications, specification, 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 FC-W, (FC-W®), and has registered such certification mark FC-W® for application to lubricants and particularly four-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 four-stroke cycle gasoline engines in the boating industry and is desirous of obtaining permission to use NMMA's certification mark on and in connection with four-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 <u>Eurol Nautic 10 W-40 FC-10 Merein after the "certified lubricant"</u>) which is marketed by LICENSEE has passed the NMMA Certification Test for FC-W® and has been assigned by NMMA the FC-W® registration number <u>FB-12456 K</u> . (Blended from a base formulation FC-W® certification number <u>FB-80110 J</u> .)
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 below the word CERTIFIED and the NMMA certification mark FC-W® on or in connection with the certified lubricant offered for sale by LICENSEE only if and to the extent that such lubricant complies fully 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 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 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.
2. LICENSEE agrees to indemnify and hold NMMA harmless from any and all judgements, 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 on the certified lubricant, LICENSEE shall also mark such lubricant with the FC-W® registration number assigned by NMMA to such lubricant. LICENSEE may state on or in accuraction with the certified lubricant: "NMMA Certified for service FC-W®".

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 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 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 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 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 may be applied, or (iii) any terms or conditions of this Agreement, and NMMA gives written notice of such failure or default to 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, all rights 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 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 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 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, 2016. 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, 2016, 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. 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 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: January 1, 2016

By: Thomas J. Marhevko

LICENSEE: Fural B.V

DATE: 3-12-15

By: Martijn Pfuffer

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.





FC-W® Certified Oil Registration Program

June 9, 2016

Mark de Nooijer Eurol BV Energiestraat 12 7442 DA Nijverdal The Netherlands

Dear Mr. Nooijer:

We have received your registration request for the four-stroke cycle outboard engine lubricant below and are happy to inform you that it has passed the NMMA Certification Tests for FC-W®.

The certified lubricant listed below has been assigned the following registration number:

Eurol Nautic 10W-30 FC-W® FC-W® Registration Number: FB-12455K

For quality control reasons the certified lubricant may not be marketed as NMMA certified unless such lubricant bears the assigned registration number and FC-W® logo. The enclosed trademark license agreement is in effect until December 31, 2016. To continue use of the NMMA certification marks or statements on, or in connection with, the certified lubricant, a new license agreement and payment of the license fee must be made on an annual basis.

Please note that any re-branding or re-blending of the certified lubricant will require a separate trademark license agreement for the use of NMMA's certification marks on or in connection with such lubricant.

Vice Chairman

Ben Speciale

Yamaha Motor

Syntec Industries

If you have any questions, please feel free to contact me.

Very truly yours, Thomas of Market

Thomas J. Marhevko

Senior Vice President, Engineering Standards

SeaStar Solutions

2016 FC-W® TRADEMARK LICENSE AGREEMENT

Manufacturers Association, Inc., a corporation organized under the laws of the State of Delaware (hereinafter "NMMA"), and	
WHEREAS, NMMA administers the FC-W® NMMA Oil Certification Program for lubricants which are especially suited to four-stroke cycle gasoline engines in the boating industry; and	
WHEREAS, NMMA is the owner of and has adopted and is exercising exclusive control over the use of the certification mark consisting of the letters NMMA below the word CERTIFIED, and has filed with the United States Patent and Trademark Office an application bearing the serial number 78-356599 for the grant of registration of such certification mark consisting of the letters NMMA below the word CERTIFIED for application to goods and services which have complied with certain standards, qualifications, specification, 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 FC-W, (FC-W®), and has registered such certification mark FC-W® for application to lubricants and particularly four-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 four-stroke cycle gasoline engines in the boating industry and is desirous of obtaining permission to use NMMA's certification mark on and in connection with four-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 ENTO NAUTIC 10W-30 FC-V (herein after the "certified lubricant") which is marketed by LICENSEE has passed the NMMA Certification Test for FC-W® and has been assigned by NMMA the FC-W® registration number FB 12 4 5 5 K (Blended from a base formulation FC-W® certification number FB - 80 110 5	V
NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties covenant and agree as follows:	
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 below the word CERTIFIED and the NMMA certification mark FC-W® on or in connection with the certified lubricant offered for sale by LICENSEE only if and to the extent that such lubricant complies fully 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 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 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 hamiless from any and all judgements, fines, penalties, other liabilities and	

4. LICENSEE agrees that whenever LICENSEE uses NMMA's certification mark on the certified lubricant, LICENSEE shall also mark such lubricant with the FC-W® registration number assigned by NMMA to such lubricant. LICENSEE may state on or in connection with the certified lubricant: "NMMA Certified for service FC-W®".

LICENSEE and at NMMA's option may tender to LICENSEE the defense of such claim.

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

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 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 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 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 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 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 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 on or in connection with any Jubricant marketed by any third party, NMMA shall investigate such complaint and, if appropriate, obtain a sample of such Jubricant 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 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, 2016. 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 (EQC/EHN), prior to December 31, 2016, NMMA may grant an extension of the current license for the period EQC/EHN, and may grant a provisional license to any applicant satisfying all other tests and requirements during the EQC/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. 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 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.

NATIO	NAL MARINE MANUFACTURERS ASSOC	ATION, INC.
DATE:	January 1, 2016	By: Thomas J. Marhevko

LICENSEE: Eurol by.

DATE: 3-12-15

By: Markijn Pfeiffer

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.