

PRIME Alliance

International not-for-profit association (AISBL)

Avenue de la Renaissance 12/2

1000 Brussels

Register of Legal Entities Brussels

0843.491.214

(the "**Association**")

Guidelines of the Board of Directors for the use of the Prime Alliance word mark and logo

1. Framework

The present guidelines are issued pursuant to article 10 of the IPR policy of the Association ("**IPR Policy**") which provides that:

"The Members are entitled to list the Association's name and logo or other trademarks of the Association on the Members' website and on advertising in accordance with guidelines to be set by the Board of Directors. As long as such guidelines have not been established, the Association shall, upon written request, grant the Members licenses to use such name and logo or other trademarks of the Association, without any specific conditions except that such use shall not affect the reputation of the Association or its Members. The Association shall be entitled to list the Members' name and logo on the Association web site and on advertising materials."

The object of the present guidelines is to supplement the above article 10 of the IPR policy and to provide for the conditions to be fulfilled by the Members for use of the Trademark and Logo (as these terms are defined below).

The guidelines may be supplemented with further guidelines for the use of the trademark such as for example for use during the product certification process.

2. Terms

The following terms as used herein with a capital letter shall have the following meaning:

"**License**" shall have the meaning under heading 4 below.

"**Logo**" shall mean the PRIME Alliance logo, an exemplar of which is attached as **Annex 1** hereto as may be protected by inter alia copyright and unregistered design rights.

"**Member**" shall mean a member of the Association as this term is defined in the Articles of Association of the Association.

"**Trademark**" shall mean the word mark "Prime Alliance" as filed and/or registered by the Association throughout the world including but not limited with the Trademarks and Designs Registration Office of the European Union (Community TM no 010813591).

3. Conditions for applying for a License for the use of the Trademark and/or Logo

Only Members are allowed to use the Trademark and/or Logo.

A Member who wishes to use the Trademark and/or Logo shall make sure its intended use of the Trademark and/or Logo complies with the following cumulative conditions:

- not negatively affect the reputation of the Association and/or its Members;
- not imply relationships or associations with the Association that do not exist;
- use of appropriate notices on all Trademarks and Logos and include a footnote indicating that the Trademark and Logo are owned by the Association; and
- not use the Trademark or Logo in a manner which diminishes or otherwise damages the Association's goodwill and/or the Trademark and/or the Logo's value;

(hereinafter the "**Conditions**").

4. Request for use of the Trademark and/or Logo

Members who wish to use the Trademark and/or the Logo shall submit a written request to the Secretary of the Association detailing the envisaged use of the Trademark and/or Logo and certifying that such use is compliant with the above Conditions.

The Secretary shall analyze this request and upon confirmation that the use envisaged by the Member meets the Conditions, the Association shall grant the requesting Member the below license further to execution of a license agreement under the terms provided herein (the "**License**").

5. License for the use of the Trademark and Copyright

Once positively assessed under heading 4 above and upon receipt of the related confirmation from the Secretary of the Association, Members of the Association shall be entitled to use, without compensation, the Trademark and/or Logo only:

- after having duly executed the License;
- for the use described in their request and confirmed by the Secretary;
- in line with the Conditions; and
- in accordance with additional guidelines which may be set from time to time by the Board of Directors.

The license is entered into on an *intuitu personae* basis and shall not be assigned or sublicensed to third parties without the prior written authorization of the Secretary of the Association.

6. Duration and termination

The License is granted for an indefinite term. Either party to the License shall be entitled to terminate the License in the event of breach of the terms of the current guidelines which remains uncured during thirty (30) days after notification to the breaching party.

The Association shall be entitled to terminate the License immediately upon notice (i) in the event of a breach of the terms of the current guidelines / the License by the Member or any act of the

Member which may negatively affect the reputation of the Association and/or its Members, (ii) in the event of termination of membership of the Member to the Association and (iii) in the event of bankruptcy of the Member.

7. No Warranty or liability

The Association gives no warranty to its Members whether explicit or implied that the Trademark and/or Logo do not infringe rights of third parties. The Member shall indemnify the Association of any possible liabilities and damages the Association may suffer further to the use of the Trademark and/or Logo by the Member.

The Association, with the exception of cases where it is liable under mandatory law (e.g. in the event of willful intent of the Association), explicitly excludes all liability whether direct or indirect, contractual or extra-contractual, with regard to the use of the Trademark and/or Logo by its members even in the event of gross negligence of the Association or its consultants, employees or staff. The Association's liability shall in any event be limited to the amount for which it is insured.

8. Applicable law and jurisdiction

The License and the present guidelines shall be exclusively governed by Belgian law. Any dispute between the Association and its Members with regard to the License and/or the present guidelines, their existence, interpretation or execution shall be exclusively submitted to the courts of Brussels, Belgium.

Annex 1 – PRIME Alliance logo

