
**TRADEMARK USE AUTHORISATION AGREEMENT
MASTERS OF FLAX FIBRE**

Certified Companies

BETWEEN THE UNDERSIGNED:

- **ALLIANCE FOR EUROPEAN FLAX-LINEN & HEMP**

Association under the French Law of 1901

whose registered office is located at 15 rue du Louvre, 75001 PARIS, France

*Represented by _____,
who declares that he/she is authorised to do so.*

HEREINAFTER REFERRED TO AS "the Alliance"

ON THE ONE HAND,

AND

- _____
whose registered headquarters are located at _____
Represented by (surname, first name, position), _____, (surname, first name, position), _____, or any other person who declares that they have the power and authority to commit the company _____ to this effect.

HEREINAFTER REFERRED TO AS "The User"

ON THE OTHER HAND

PREAMBLE

The Alliance for European Flax-linen & Hemp (formerly the "European Confederation of Flax and Hemp" and hereinafter referred to as "the Alliance"), incorporated as an association, is the only European agro-industrial organization bringing together and federating all stages of Flax-Linen and Hemp production and processing.

It ensures the development and promotion of the European Flax-Linen and Hemp sector, particularly in the fashion, home and technical products sectors. It offers professionals and consumers a guarantee of traceability of origin for Flax fibre grown in Western Europe, in accordance with a specific standard and processes available at <https://allianceflaxlinenhemp.eu/en/masters-of-flax-fibre-certification>.

CELC DEVELOPPEMENT is a commercial company, wholly owned by the Alliance, whose main purpose is to provide the Alliance with technical, administrative, marketing and commercial support to enable it to fulfil its mission. As such, the User's compliance with any conditions and processes established by CELC is a determining factor in the validity of this Agreement.

As part of this activity, the Alliance is the owner of the application for registration of the European Union trademark **MASTERS OF FLAX FIBRE** No. 019099179 of 31 October 2024 (hereinafter the "Trademark").

The use of the Trademark by third parties is intended, in particular, to:

- To meet societal expectations in terms of transparency.
- To be identified by the end consumer by guaranteeing the origin and traceability of Western European Flax fibre.
- To certify traceability at every stage of production – from fibre to finished product – as a guarantee of transparency and safety.
- To confirm Flax as a natural plant fibre whose average technical cultivation and production process has been established in the western European regions of France, Belgium and the Netherlands.
- To be recognized as the common signature for the development and promotion of Flax within Europe and internationally.
- To be a brand with all textile and technical markets: a quality label for European Flax fibre that anticipates and supports the opening of new markets in fashion, lifestyle, home and technical applications.
- To promote and safeguard, in a single initiative, a regional origin and expertise that is the basis of this local agricultural excellence in a European and international context.
- To embody the functional and environmental properties of Western European Flax fibre through scientific evidence.

The Alliance wanted third parties who share these objectives of commitment to environmental, ethical, innovative and creative values for the cultivation and production of Western European Flax fibre to be individually authorized to use the Brand in order to promote it in their communications, both to the public and to their professional contacts in, as follows:

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- For the Farming and Scutching stages, all European stakeholders have committed to complying with the requirements specified in the MASTERS OF FLAX FIBRE™ Standard.
- For processors and traders, all European stakeholders have committed to complying with the commitments specified in the MASTERS OF FLAX FIBRE™ Standard and are audited annually for each company by Bureau Veritas or another approved body.
- For Distributors purchasing finished products, all European stakeholders have committed to complying with the conditions of use of the trademark defined in this Trademark Use Authorization Agreement.

The Alliance has accredited the Bast Fiber Authority as a platform for identifying bast fibres using a standardized protocol; this observatory brings together laboratories authorized to implement this protocol in order to analyze the bast fibre composition of products worldwide. In this context, the Alliance will have the choice of which laboratory it wishes to use to carry out the analyses.

On the basis of all this information and these commitments, the User has expressed an interest in using the Trademark.

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1¹ Purpose

By this Agreement, the Alliance grants the User a non-exclusive license to use the Trademark in all territories covered by the Trademark, subject to compliance with all the terms and conditions set out in this Agreement, including those contained in the Preamble and in the documents available on the website <https://allianceflaxlinenhemp.eu/en/masters-of-flax-fibre-certification>, which the User acknowledges, by signing this Agreement, to have read and understood, including the Annexes. This Agreement cancels and replaces all previous authorizations granted by the Alliance to the User for the use of the Trademark.

Article 2 Ownership of the Trademarks

The Trademark is the exclusive property of the Alliance. Nothing in this Agreement shall be construed as a transfer of ownership, in whole or in part, of the Trademark.

Article 3 Criteria for engagement

By affixing the Trademark, the User, who must necessarily be a certified company, undertakes to comply with the following criteria applicable to those of its products that are certified :

- Purchase invoices for certified materials from manufacturers or traders who are themselves certified must show the seller's certificate number, the fibre composition percentages of the products or materials, and the exact wording "MASTERS OF FLAX FIBRE™ certified" clearly identifying the certified product(s) on the invoice.

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As a transitional measure, the words "EUROPEAN FLAX™ certified", which correspond to the former name "MASTERS OF FLAX FIBRE™ certified", may be used on invoices. This option will cease to be available on 31 December 2026 at the latest.

These references on the invoice are proof of the product's compliance with MASTERS OF FLAX FIBRE™ requirements: made from 100% MASTERS OF FLAX FIBRE™ certified Flax materials and composed of at least 50% Flax. These requirements are set out in the MASTERS OF FLAX FIBRE™ Standard, available at <https://allianceflaxlinenhemp.eu/en/masters-of-flax-fibre-certification>, and are audited annually by the certification body Bureau Veritas or any other approved body.

To further support the textile markets and raise the bar even higher in terms of the values of differentiation of origin and certification authentication, the Alliance is adding digital traceability into the MASTERS OF FLAX FIBRE™ certification, on a voluntary basis, enabling the tracking of flows throughout the entire value chain, from fibre to finished products, thanks to the secure Flax-Linen Traceability Platform by TextileGenesis™ from the Lectra group.

In this context, verification of product certification on invoices can be replaced by verification of information available on the digital traceability platform, which integrates and controls all certification criteria using an artificial intelligence system.

The User shall ensure that the materials and products on which the manufacturer affixes the Mark correspond to the products certified on the invoice or according to the platform.

- Accurate labelling of product composition

The User must ensure that the Trademark is only used for certified products or materials. The User may only use the Trademark in materials of any kind, such as catalogues or websites, if the products or materials presented in these materials are all fully certified. Otherwise, the User must clearly distinguish in the materials between products and materials that are certified and those that are not.

If necessary, the Alliance reserves the right to test the User's products, in accordance with the methodology approved by the Bast Fiber Authority and by one of the accredited laboratories (see presentation). These tests shall be carried out at the Alliance's expense.

Article 4 Procedure for applying to use the Mark and validation

The validity of this Agreement is subject to the prior certification of the User.

After validation by the Alliance, the User shall receive:

- The "MASTERS OF FLAX FIBRE™ Graphic Charter", which defines the terms and conditions for reproducing the Trademark.
- The digital files of the Trademark.
- This Trademark Use Authorization Agreement signed by the Alliance, which defines the media and cases of use, in accordance with Article 5.

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Article 5 **Practical terms and conditions for use of the trademark**

The Trademark must always be used exclusively in accordance with the conditions set out in the Trademark Usage Regulations (TUR) in Appendix 1, a copy of which the User acknowledges having received.

Failure to comply with these Regulations shall constitute grounds for termination of this Agreement.

Article 6 **Territory, scope, duration, termination and withdrawal of authorisation**

This Trademark Use Authorization Agreement is granted for all territories covered by the Trademark and for the respective products and services designated by the Trademark, of which the User acknowledges having full knowledge.

This Trademark Use Authorization Agreement is granted for a period of 3 years, subject to the maintenance of certification. In the event of suspension or withdrawal of certification from the User or its suppliers, this Agreement shall be automatically and immediately terminated.

After 3 years, the authorization to use the Trademark will expire. It may be renewed for a further 3-year period under the same conditions, subject to the maintenance of certification.

This authorization to use the Trademark shall be withdrawn during or at the end of this three-year period in the event of non-compliance by the User with all or part of this Agreement.

In the event of expiry or withdrawal of the authorization, the User shall immediately cease use of the Trademark and shall remove any mention or reference to the Trademark on any product or medium, whether physical, digital or virtual.

Article 7 **Non-transferability**

This Trademark Use Authorization Agreement is non-transferable and non-assignable, in particular to customers and partners.

It does not constitute an accounting value.

Article 8 **Protection and enforcement of the Trademark**

The User may not register as a trademark or for any other purpose any sign that could create confusion with the Trademark, anywhere in the world, without the prior authorization of the Alliance, for any product or service whatsoever.

The User may not incorporate the Trademark into a company name, product name, web domain name, or into any element identifying the company, unless prior authorization has been obtained from the Alliance.

The User shall be obliged to notify the Alliance immediately in the event of any infringement of the Trademark of which they become aware, but they may not themselves initiate any proceedings of any kind relating to the Trademark, in particular for infringement.

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In the event of refusal to register or cancellation of the Trademark for any reason whatsoever, these terms and conditions shall remain valid as terms of use for an expression relating to the Alliance's know-how and brand image, created, developed and disseminated by the Alliance in the territories designated by the Trademark.

Article 9 Warranty

The Alliance gives no warranty other than the existence of the Trademark. It warrants that, to its knowledge, the Trademark does not infringe the rights of any identified or unidentified third party.

Article 10 Applicability of clauses

Failure to enforce one or more clauses of this Trademark Use Authorization Agreement shall not constitute a waiver of such clause(s). They shall remain valid and may be validly invoked at a later date.

Article 11 Applicable law – Jurisdiction – Language of interpretation

In the event of difficulties in interpreting or applying this Agreement, the competent courts shall be those of the Alliance's registered head office, depending on the nature of the dispute. The applicable law shall be French law.

This Agreement is written in French and, where applicable, in English. However, in the event of any difficulties in its execution or interpretation, only the French version shall be deemed authentic.

In two original copies, one for each Party

For the Alliance	For the User : _____
Name:	Surname:
Position:	Position:
Location: Paris	Location:
Date:	Date:
Signature	Signature

APPENDIX 1

TRADEMARK USE REGULATIONS FOR MASTERS OF FLAX FIBRE (Certified companies)

Article 1 TUR **Prerequisite for any use**

The Trademark may only be used within the framework of a Trademark Use Authorization Agreement previously signed between the Parties. Termination of this Agreement for any reason whatsoever shall immediately result in the termination of all authorization to use the Trademark, under the conditions set forth in the Agreement.

In the event of a conflict of interpretation between the Agreement and these Regulations, the Agreement shall prevail.

Article 2 TUR **Respect for values**

The Trademark may only be used to promote the benefits and values defined by the Alliance and by CELC DEVELOPPEMENT (www.allianceflaxlinenhemp.eu), and under no circumstances in a manner that could damage the reputation and credibility of the Trademark, the Alliance, or CELC. Failure to comply with this obligation for any reason whatsoever shall immediately result in the termination of all authorizations to use the Trademark, under the conditions set forth in the Agreement.

Article 3 TUR **Identity and Graphic Charter**

Regardless of the configuration used, reproduction must always strictly comply with the colors and typography specified in the "MASTERS OF FLAX FIBRE™ Graphic Charter." The Trademark must always be accompanied by the statements ("claims") specified in the Graphic Charter. Any deletion, modification, or substitution of these claims must be approved in advance by the Alliance.

It is not permitted to modify the typography, proportions, color, or any other element of the MASTERS OF FLAX FIBRE™ Graphic Charter, nor to add, remove, or attach any element whatsoever.

The Alliance will notify the User of any new versions of the Trademark and/or the MASTERS OF FLAX FIBRE™ Graphic Charter. Upon receipt of this notification, the User must immediately cease using the old version on all media and replace it with the new version.

However, upon express request to the Alliance, the User may use up its stocks of products bearing the old version of the Trademark within a maximum period of one year from the date of receipt of the notification.

The Trademark must always be accompanied by the TM symbol placed in subscript.

Article 4 TUR **Use in a modified form**

Any use of the Trademark in a form other than that provided for in the Graphic Charter is strictly prohibited, unless expressly agreed in advance by the Alliance.

Any use of the Trademark in a truncated form is prohibited unless prior approval has been obtained from the Alliance.

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Failure to comply with this article is grounds for termination of the Trademark Use Authorization Agreement.

Article 5 TUR **Authorized media**

The Trademark may be used exclusively on media intended to present or promote certified products, in accordance with the conditions set out in the Agreement.

The Trademark may be used:

- in catalogs
- in brochures
- in advertisements on all types of media (magazines, posters, leaflets, etc.)
- on websites
- on labels affixed or attached to certified products
- on point-of-sale advertising
- at events such as trade shows, conferences, promotional evenings
- in various administrative or mandatory documents such as activity reports, environmental reports, etc.

For any other use, the User must submit a request to the Alliance and obtain its prior approval.

For each of these uses, and in particular at points of sale, MASTERS OF FLAX FIBRE™ certified products and non-certified products must be separated and clearly identified so that certified products can be easily distinguished from non-certified products.

The Alliance is not responsible for producing the materials, but may assist the User in producing them upon request.

The Alliance may ask the User for copies of the materials on which the Trademark is or will be used.

Article 6 TUR **Validation**

For each type of use, such as labels, brochures, websites, etc., the proposed use of the Trademark must be submitted to the Alliance for prior approval. Failure to respond shall not constitute implied approval.

Only minor modifications to already approved uses may be exempted from prior approval by the Alliance.

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