
TRADEMARK AUTHORISATION OF USE AGREEMENT
MASTERS OF LINEN

Distributors

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

• _____
Registered under number _____
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

PREAMBULE

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 and hemp production and processing.

It ensures the development and promotion of the European flax 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 LINEN** No. 019099185 of 31 October 2024 (hereinafter the "Trademark").

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

- To confirm flax as a natural plant fibre whose average technical cultivation and fibre production process has been established in western European regions such as France, Belgium, and the Netherlands.
- To be identified by the end consumer by guaranteeing the origin and traceability of Western European flax fibre, as well as its textile processing, right through to the finished fabric, in Europe.
- To identify European companies with recognized flax expertise that promote the sourcing of European flax to end consumers.
- To meet societal expectations in terms of transparency.
- To certify traceability for each stage of production—from fibre to finished product—to guarantee transparency and safety.
- To be recognized as the common signature for the development and promotion of flax within Europe and internationally.
- To be a brand for 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 unrivalled agricultural and textile expertise, which form the basis of this local excellence in a European and international context.
- To embody the functional and environmental properties of Western European flax fibre through scientific evidence.

In order for Users who share these environmental, ethical, innovative, and creative commitments to European flax cultivation and textile production to use the Brand in their communications with both the public and their professional contacts, they must meet the following conditions:

- For certified European spinners, fancy spinners, weavers, and knitters: commit to complying with the requirements specified in the **MASTERS OF LINEN™** Standard, audited annually for each company by the accredited certification body of their choice.

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- For all other parties involved in the value chain of a MASTERS OF LINEN™ certified product, up to and including the finishing of the fabric: processors and traders must be European companies certified to MASTERS OF FLAX FIBRE™ and must be located in Europe (European Union, United Kingdom, and Switzerland).
- For all parties involved beyond fabric finishing, processors and traders must be MASTERS OF FLAX FIBRE™ certified companies.
- For Distributors purchasing finished products, all parties have undertaken to comply with the conditions of use of the trademark set out in this Trademark License Agreement.

The Alliance has accredited the Bast Fiber Authority (Observatoire des Fibres Libériennes) 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.

The User wishes to use the Trademark for its products distributed under the following brand names and trademarks: _____.

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1 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.

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Article 3 Criteria for engagement

The User agrees to the following criteria applicable to finished products on which the Brand will be affixed:

3.1. Production Criteria

The final product must have been manufactured from MASTERS OF LINEN™ certified materials (yarn and fabric/knit) produced by European companies that are themselves MASTERS OF LINEN™ certified (for spinning and weaving/knitting).

All stages of processing and trading involved in the value chain of the product until the finished fabric must have taken place in Europe (European Union, United Kingdom, and Switzerland).

3.2. Certification Chain

Each participant in the product's value chain that are the owners of the certified material must be certified up to the last business-to-business transaction:

- either to MASTERS OF LINEN™ for spinners, fancy spinners, weavers, and knitters
- or to MASTERS OF FLAX FIBRE™ for all other links in the chain

3.3. Composition Criteria

The product on which the label will be affixed must be composed of:

- At least 50% linen.

Note: "Linen union" or "métis" weaves (cotton warp, linen weft, minimum composition of 40% linen and 60% cotton) are also accepted.

And, cumulatively,

- 100% of the linen used must be MASTERS OF LINEN™ certified.

No blending with other types of linen is permitted (neither MASTERS OF FLAX FIBRE™ yarns or fabrics, or organic, recycled, or non-certified flax-linen).

3.4. Proof of Certification of the Product

Invoices for the purchase of MASTERS OF LINEN™ certified yarns and fabrics must show

- the seller's Masters of LINEN™ certificate number - the seller itself must be MASTERS OF LINEN certified -
- the fibre composition percentages of the product
- the exact wording "MASTERS OF LINEN™ certified," clearly identifying which of the products mentioned on the invoice are certified products.

If the product is processed or traded by a non-MASTERS OF LINEN™ certified operator for activities other than spinning, fancy spinning, or weaving/knitting, the latter must be MASTERS OF FLAX

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FIBRE™ certified and must obtain the MASTERS OF LINEN™ invoice for the concerned yarns and fabrics from the nearest previous operator.

To further support the textile markets and promote the values of origin differentiation and certification authentication, the Alliance is adding digital traceability to the MASTERS OF LINEN™ 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 may be replaced, where applicable, by verification of information available on the digital traceability platform, which integrates and checks all certification criteria using an artificial intelligence system.

The User undertakes to send proof of certification of the finished products from the Flax-Linen Traceability Platform (where applicable), or to send purchase invoices to certification@allianceflaxlinenhemp.eu.

The User shall ensure that the products on which the manufacturer affixes the Mark correspond to the products certified on the invoice.

3.5. Verification of appropriate labelling of the composition of the products

The Alliance reserves its right to test the User's products, in accordance with the methodology approved by the Bast Fiber Authority (Observatoire des Fibres Libériennes) and by one of the accredited laboratories (see presentation). These tests will be carried out at the Alliance's expense.

3.6. Requirements applicable to brands and editors

To guarantee the chain of custody through to the finished product, Users must meet the requirements applicable to brands and specifiers, and be certified according to **MASTERS OF LINEN™ CoC** when they are involved in the processing of their certified products (directly or through subcontractors). Similarly, Users who sell finished products through Business-to-Business transactions must meet the applicable requirements and be certified according to MASTERS OF LINEN™ CoC.

Full details of the requirements set out in this article are laid down in the MASTERS OF LINEN™ Standard, available at <https://allianceflaxlinenhemp.eu/fr/certification-masters-of-linen>.

Article 4 Procedure for applying to use the Mark and validation

The validity of this Agreement is subject to the User providing copies of several purchase invoices for yarn (for flat knit products) or certified fabrics (for other finished products) bearing the words "MASTERS OF LINEN™ certified," that are recent and representative of MASTERS OF LINEN™-labeled linen supplies. Confidential information such as prices may be concealed. This submission may also consist of proof of product certification from the Flax-Linen Traceability Platform, where applicable.

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After validation by the Alliance, the User receives:

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

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 authorization

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 License Agreement is granted for a period of three years. During this period, the User shall send the Alliance copies of several recent purchase invoices for products bearing the "MASTERS OF LINEN™ certified" label, representative of the MASTERS OF LINEN™-labeled linen supplies. Confidential information such as prices may be concealed. This submission may also consist of proof of product certification from the Flax-Linen Traceability Platform, where applicable.

After three years, the license will expire. It may be renewed for another three years under the same conditions, upon request by the User, including copies of several recent purchase invoices for products bearing the "MASTERS OF LINEN™ certified" label, representative of MASTERS OF LINEN™-labeled linen supplies. Confidential information such as prices may be concealed, or proof of product certification from the Flax-Linen Traceability Platform.

The authorization for use will be withdrawn during or at the end of this three-year period in case of the following :

- a. If the MASTERS OF LINEN™ or MASTERS OF FLAX FIBRE™ certification is withdrawn from the User's supplier(s)
- b. In the event of non-compliance by the User with all or part of this Agreement, and in particular in the absence of annual transmission to the Alliance of copies of purchase invoices for products bearing the "MASTERS OF LINEN™ certified" label or proof of product certification from the Flax-Linen Traceability Platform

In the event of expiry or withdrawal of the authorization, the User shall be required to immediately cease

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use of the Trademark and remove any mention or reference to the Trademark from any product or medium, whether physical, digital, or virtual. However, upon reasoned request from the User addressed to the Alliance, the Alliance may decide to grant the User additional time, in particular to remove the Trademark from products or communication tools.

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

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.

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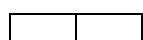
Article 11 Applicable law – Jurisdiction – Language of interpretation

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 User :
Name :	Name :
Fonction :	Function :
Lieu : Paris	Place :
Date :	Date :
Signature	Signature



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APPENDIX 1

REGULATIONS FOR USE OF THE TRADEMARK MASTERS OF LINEN (Distributors)

Article 1^{er} RUM

Prerequisite for any use

The Trademark may only be used within the framework of a Trademark Authorization of Use 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 RUM

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 RUM

Identity and Graphic Charter

Regardless of the configuration used, reproduction must always strictly comply with the colors and typography specified in the "MASTERS OF LINEN™ 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 LINEN™ 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 LINEN™ 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 RUM

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

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from the Alliance.

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

Article 5 RUM

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 LINEN™ 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 RUM 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.

Article 7 RUM Related services

As a user of the MASTERS OF LINEN™ certification, the User benefits from associated services developed by the Alliance.

Described on the website (<https://allianceflaxlinenhemp.eu>), these services provide access to the Alliance's expertise in the areas of economics, CSR, marketing, and communication.

In return for access to these associated services, the User undertakes to actively promote and support their deployment and promotion in order to support the development of the European flax and hemp sector ecosystem.

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