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**TRADEMARK AUTHORIZATION AGREEMENT**  
**Distributors**

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BETWEEN THE UNDERSIGNED :

▪ **CELC DEVELOPPEMENT**

**SAS** with capital of 343,400 €

headquartered at 15 rue du Louvre, 75001 PARIS, France

*Represented by* \_\_\_\_\_,  
*who declares that he/she is authorized to do so.*

**HEREINAFTER "CELC**

**ON ONE SIDE,**

AND

▪ \_\_\_\_\_

**SAS** with capital of \_\_€

headquartered \_\_\_\_\_

*Represented by (last name, first name, position), \_\_\_\_\_, (last name, first name, position), \_\_\_\_\_, or any other person who declares that he/she has the authority and competence to bind the company \_\_\_\_\_.*

**HEREINAFTER "THE USER**

**ON THE OTHER SIDE**

## PREAMBLE

The **Alliance for European Flax-linen & Hemp** (formerly "Confédération Européenne du Lin et du Chanvre" and hereinafter "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 industry, particularly in the fashion, home and technical products sectors. It offers professionals and consumers the guarantee of traceability of origin for premium flax fiber grown in Western Europe, according to specific standards and processes available at <https://allianceflaxlinenhemp.eu/fr/certification-european-flax>.

**CELC** is a commercial company, a 100% subsidiary of the Alliance, whose main purpose is to provide the Alliance with technical, administrative and commercial support to enable it to fulfil its mission. In this respect, the User's compliance with the conditions and processes laid down by the Alliance is a determining factor in the validity of this Agreement.

In connection with this activity, CELC is the owner of the international semi-figurative trademark EUROPEAN FLAX n°1161729 dated January 24, 2013, which is reproduced below (hereinafter the "Trademark").



This trademark designates the following countries: European Union, Japan, Belarus, South Korea, Russia.

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

- Meet societal expectations in terms of transparency
- To be identified by the end consumer by guaranteeing the origin and traceability of Western European fibre flax.
- To certify traceability at every stage of production - from fiber to finished product - guaranteeing transparency and safety.
- To confirm flax as a natural plant fiber whose technical itinerary as means of cultivation and production of the fiber has been established in the Western European zones of France, Belgium and the Netherlands.
- To be recognized as the common signature for the development and promotion of Linen in a European and international context.
- To be a brand for all markets: a quality visa for European fiber flax that anticipates and accompanies the opening up of new fashion, lifestyle, home and technical markets.
- - To promote and safeguard, with a single impetus, a territorial origin and know-hows whose underpin local agricultural excellence in a European and international context.
- Embody the functional and environmental properties of Western European flax fibre through scientific proof.

It is also specified that new trademarks (hereinafter the "New Trademarks") are currently being validated. These New Trademarks are expected to replace the Trademark before the end of 2025. The usage targets for these New Trademarks are the same as those defined above for the Trademark.

The Alliance wanted third parties who share its commitment to the environmental, ethical, innovative and creative values of Western European fibre flax cultivation and production to be individually

authorized to use the Trademark or New Trademarks in their communications to the public and to their professional contacts, as follows:

- For the Farming and Scutching stages, all European players are committed to respecting the requirements specified in the EUROPEAN FLAX™ Charter;
- For Processors and Retailers, all European players are committed to respecting the commitments specified in the EUROPEAN FLAX™ Standard and audited annually for each company by Bureau Veritas or another approved body;
- For Distributors purchasing finished products, all European players have undertaken to comply with the conditions of use of the trademark defined in the present Trademark Use Authorization.

CELC has also accredited the **Bast Fiber Observatory** as a platform for the identification of bast fibers using a standardized protocol; this observatory brings together laboratories authorized to implement this protocol in order to analyze the bast fiber composition of products worldwide.

On the basis of all this information and commitment, the User has declared his or her interest in using the Trademark or New Trademarks.

The User wishes to use the Trademark or the New Trademarks for its products distributed under the following brands and trade names: \_\_\_\_\_

## THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

### *Article 1<sup>er</sup>*      **Subject**

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By this Agreement, CELC authorizes the User on a non-exclusive basis to use the Trademark or New Trademarks in all the territories covered by the Trademark or New Trademarks, subject to compliance with all the conditions set forth in this Agreement, including those appearing in the Preamble and in the documents appearing on the <https://allianceflaxlinenhemp.eu/fr/certification-european-flax> website, of which the User acknowledges, by signing this Agreement, having full knowledge, including the Appendices. This Agreement cancels and replaces all authorizations previously granted by CELC to the User

### *Article 2*      **Trademark ownership**

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The Trademark or New Trademarks are the exclusive property of CELC. None of the provisions of this Agreement may be interpreted as consisting of a transfer of ownership, in whole or in part, of the Trademark or New Trademarks

### Article 3      **Criteria**

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By affixing the Trademark or New Marks, the User commits to the following criteria applicable to its certified products:

- Invoices for the purchase of certified materials from manufacturers or traders/traders who are themselves certified must show the seller's certificate number, the fiber composition percentages of the products or materials, and the exact words "European Flax™ certified" clearly identifying the certified products or materials present on the invoice. These mentions on the invoice are proof that the products or materials comply with EUROPEAN FLAX™ requirements: derived from 100% European Flax™ certified linen materials and composed of a minimum of 50% linen. These requirements are set out in the EUROPEAN FLAX™ Standard available at <https://allianceflaxlinenhemp.eu/fr/certification-european-flax> and audited annually by the certifying body Bureau Veritas or any other approved body.
  
- Only products certified on invoice may bear the Mark or New Marks, in the forms specified in Articles 4 below. The User shall ensure that the products or materials on which he affixes the Mark or New Marks correspond to the products certified by the invoices.
  
- The User must ensure that the Trademark or New Trademarks will only be used for certified products or materials. He may only use the Trademark or New Trademarks in elements of any kind, such as catalogs or websites, if the products or materials presented in these elements are all fully certified. Failing this, he/she must clearly distinguish between products and materials that are certified and those that are not.
  
- Proper labeling of product composition.  
  
If necessary, CELC reserves the right to test the User's products in accordance with the methodology approved by the Bast Fiber Observatory and by one of the accredited laboratories (see presentation). These tests will be carried out at CELC's expense.

Users who purchase certified materials and make their own or subcontracted finished products, must meet all the requirements applicable to processors: manufacturers or principals. Similarly, Users who sell finished products on a Business-to-Business basis must meet the requirements applicable to merchants/traders defined in the European Flax™ Standard.

### *Article 4*      **Procedure for applying to use the Trademark and validation**

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The validity of this Agreement is subject the User's obtaining certification beforehand.

After validation by CELC, the User receives, in paper or dematerialized form :

- The "EUROPEAN FLAX™ Graphic Charter", which defines how the logo is to be reproduced and labels created for the Trademark and subsequently for New Trademarks.

- The digital files of the Trademark logos and later of the New Trademarks.
- This Agreement authorizing use of the EUROPEAN FLAX trademark™ signed by CELC, which defines the media and cases of use, in accordance with Article 5.

#### **Article 5 Practical procedures for using the Trademark**

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The Trademark or New Trademarks must always be used exclusively in accordance with the conditions set out in the Regulation Governing the Use of the Trademark ("RUM") listed in Appendix 1, a copy of which the User acknowledges having received.

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

#### **Article 6 Territory, scope, duration, termination and withdrawal of authorization**

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

This Authorization Agreement for the use of the Trademark or New Trademarks is granted for a period of 3 years. During this period, the User will send CELC copies of a few purchase invoices for products marked "European Flax™ certified" each year, recent and representative of EUROPEAN FLAX™-labelled linen supplies. Confidential elements such as prices may be hidden.

After 3 years, this Agreement will expire. It may be renewed for a further 3 years under the same conditions, subject to continued certification.

After 3 years, the authorization will expire. It may be renewed for a further 3 years under the same conditions, at the User's request, including :

- The "Company Profile" available at <https://allianceflaxlinenhemp.eu/fr/certification-european-flax>
- Copies of a few purchase invoices for products marked "European Flax™ certified", recent and representative of EUROPEAN FLAX™-labelled linen supplies. Confidential elements such as prices can be hidden.

Authorization for use will be withdrawn during or at the end of this 3-year period in the following cases:

- If certification is withdrawn from the User's supplier(s)
- In the event of non-compliance by the User with all or part of the present Agreement, and in particular in the absence of annual transmission to CELC of copies of invoices for the purchase of products bearing the words "European Flax™ certified",

In the event of expiration or withdrawal of the authorization, the User will be obliged to immediately cease use of the Trademark or New Trademarks and to remove any mention or reference to Trademark or New Trademarks on any product or medium whatsoever, whether physical, computerized or virtual. However, upon a reasoned request from the User addressed to CELC, CELC may decide to grant the User additional time, in particular to remove the Trademark or New Trademarks from communication tools.

#### **Article 7 Non-transferability**

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

This authorization to use the Trademark or New Trademarks does not constitute a book value.

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

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The User may not register as a trademark or in any other capacity whatsoever any sign that may create a risk of confusion with the Trademark or New Trademarks, worldwide, without the prior authorization of CELC.

The User may not incorporate the Trademark or New Trademarks into a corporate name, product name or web domain name or into any element of identification of the company, except with the prior authorization of CELC.

The User must immediately notify CELC in the event of any infringement of the Trademark or New Trademarks of which he is aware, but he may not himself initiate proceedings of any kind relating to the Trademark or New Trademarks, in particular for infringement.

**Article 9 Warranty**

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CELC gives no guarantee other than that Trademark or New Trademarks exist. It guarantees that, to the best of its knowledge, the Trademark or New Trademarks do not infringe the rights of any third party, whether identified or not.

**Article 10 Applicability of clauses**

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Failure to require compliance with 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 Court jurisdiction - Applicable law - Language of interpretation**

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In the event of difficulties in the interpretation or enforcement of this Agreement, the competent courts will be the courts of the registered headquarter office of CELC, having jurisdiction according to the nature of the dispute. The applicable law will be French law.

This Agreement is drawn up in French and, where applicable, in English. However, in the event of difficulties of interpretation or enforcement, only the French version shall prevail.

Signed and initialed in 2 original copies,

Done In Paris on: \_\_\_\_\_

For CELC  
Mr. / Ms. \_\_\_\_\_

For the User  
Mr. / Ms. \_\_\_\_\_

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## APPENDIX 1

### REGULATIONS GOVERNING THE USE OF THE TRADEMARK (Distributors)

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*Article 1<sup>er</sup> RUM*                      **Prerequisite for use**

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The Trademark or New Trademarks may only be used within the framework of the Trademark Use Authorization Agreement previously signed between the Parties. Breach of this Agreement for any reason whatsoever shall immediately terminate any authorization to use the Trademark(s) or the New Trademark(s), under the conditions set forth in the Agreement.

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

*Article 2 RUM*                      **Respect for values**

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The Trademark or New Trademarks may only be used to promote the benefits and values defined by the Alliance and by CELC ([www.allianceflaxlinenhemp.eu](http://www.allianceflaxlinenhemp.eu)), and under no circumstances in a way that would be likely to damage the reputation and credibility of the Trademark or New Trademarks, of the Alliance or of CELC. Failure to comply with this obligation for any reason whatsoever shall immediately result in the termination of any authorization to use the Trademark or New Trademarks, under the conditions set forth in the Agreement.

*Article 3 RUM*                      **Identity and graphic charter**

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The Trademark or New Trademarks must always be used exclusively in the form in which it is registered or in the form of the applications for registration, i.e., as regards the Trademark, in the following form:



In the event of an imperative technical need for label presentation, the Mark may be used in a vertical presentation in the following form:



Whatever the configuration used, the reproduction must always strictly respect the colors and typology as corresponding to the registration of the Trademark or the applications for registration of the New Trademarks, the details of which are presented in the "European Flax™ Graphic Charter". Trademark or New Trademarks must always be accompanied by the mentions ("claims") provided for in the Graphic Charter. Any removal, modification or substitution of these claims must be approved in advance by CELC.

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Initial each page here and sign on last page

It is not permitted to modify the typography, proportions, color or any other element of the Trademark or New Trademarks, nor to add, subtract or attach any element whatsoever.

CELC will notify the User of any new versions of the presentation of the Trademark or New Trademarks and/or of the "European Flax™ Graphic Charter". From the date of receipt of this notification, the User will cease to use the old versions on all media at short notice and must replace them with the new versions.

It may, however, use up its stocks of products bearing the Trademark in their former versions, within a maximum period of one year from the date of receipt of the notification.

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*Article 4 RUM*                      **Use in purely typographical form**

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If for technical reasons none of the horizontal or vertical presentations described above should be possible, the Mark may exceptionally be used in a purely typographical form "**EUROPEAN FLAX™**" in block capitals. The presence of the TM sign as a subscript to the word FLAX is mandatory.

This provision will also apply to New Trademarks if they include a verbal element.

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*Article 5 RUM*                      **Use in modified form**

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Any use the Trademark in any form other than those described above is strictly prohibited, except with the express prior consent of CELC.

Any use of the verbal part **EUROPEAN FLAX™** or of the logo  without the prior consent of CELC is forbidden.

Any use of the New Trademarks in any form other than that corresponding to the registration applications is strictly forbidden, except with the express prior consent of CELC.

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

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*Article 6 RUM*                      **Authorized media**

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The Trademark or New Trademarks 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 or New Trademarks may be used :

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

For any other use, the User must make a request to CELC and receive its prior agreement.

For each of these uses, EUROPEAN FLAX™ certified products and non-certified products must be kept separate and clearly identified so that it is easy to distinguish between certified and non-certified products.



CELC is not responsible for the production of the media, but may, at the User's request, assist in their production.

CELC may ask the User for copies of the media on which the Trademark or New Trademarks are or will be used.

**Article 7 RUM Validation**

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

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

Signed and initialed in 2 original copies,

Done in Paris

On \_\_\_\_\_

For CELC  
Mr. / Ms. \_\_\_\_\_

For the User  
Mr. / Ms. \_\_\_\_\_