

"WINE IN MODERATION" TRADEMARK (WIM TM) AGREEMENT OF USE BETWEEN THE OWNER AND AUTHORISED USER

Ms Nadia Frittella acting on behalf of Wine in Moderation - (WIM) Aisbl, with fiscal identify number (VAT) BE0841650885 and domiciled Avenue des Arts 43, 1040, Brussels, Belgium (hereinafter OWNER)
And Mr/Ms_{temp3[fullname]}_, acting on behalf of _ {temp1[stlbk_companyName]} _____ with fiscal identify number ___{temp1[stlbk_fiscalIN]}_____ domiciled ___{temp1[stlbk_Address]}_____ (hereinafter, AUTHORIZED USER)

MANIFEST

A. That the programme "Wine in moderation" is an international Programme of the wine sector to inspire healthy lifestyles and well-being, and to contribute to the reduction of alcohol related harm. The Programme builds on scientific evidence, education and self-regulation to organise and empower the entire international wine value chain, in raising awareness and knowledge about responsible drinking patterns and moderate wine consumption.

B. That the present document aims to authorize and regulate the proper use of the WIM TM, regardless of their different registers and actual or future design variations. The use will be carried out by any legal entity participating, by any mean, in the development of the Wine in Moderation Programme.

C. That the OWNER of the WIM TM independently of the actual or future design variations is the Wine in Moderation – (WiM Association) Aisbl and has all the rights relating to the trademark and its exploitation. Moreover, the OWNER decides in last instance which legal entities can use the trademark or its versions.

D. That the AUTHORIZED USER is interested in using the WIM TM and its variations to support the Wine in Moderation Programme, thus to inspire healthy lifestyles and well-being, and to contribute to the reduction of alcohol related harm.

E. That by signing this document, the AUTHORIZED USER acknowledges, to comply with and enforce all terms and conditions laid down in the WIM TM REGULATION OF USE.

AGREE

1. That the OWNER non-exclusively authorizes the AUTHORIZED USER to use the WIM trademark and its variations, independently of its registrations and actual or future design variations, following all terms, conditions, commitments and clauses described in the WIM TM REGULATION USE.

2. The AUTHORIZED USER recognizes the validity of the WIM TM REGISTERS and undertakes to use them in accordance with the WIM TM REGULATION USE. It also recognizes that all variations, versions and modifications of the said WIM TM - range of color, language or another type- belong to the OWNER.

3. The OWNER has the right to proceed at any time to any changes in the WIM TM Stylebook, the WIM TM registers and the WCS and any of the WCS's national/linguistic variations. However, the AUTHORIZED USER shall in any case be entitled to distribute products and/or make use of advertising means bearing the WIM TM which it still has in its possession.

4. The AUTHORIZED USER has read the WIM TM REGULATION USE, the WIM TM STYLEBOOK, the WIM TM registers and the WCS and accepts all terms, conditions, principles, commitments and clauses.

5. The present document is mandatory and shall apply worldwide. The authorization of use of the WIM TM and its variations will last one year from the date of the signature of the agreement considering its effectiveness and will be tacitly renewed indefinitely. If the AUTHORIZED USER wants to prevent the renewal of the authorization of the use of the WIM TM, the OWNER must be notified thereof at least 15 days before the renewal date.

6. The AUTHORIZED USER shall be liable only for damages caused intentionally or with gross negligence by AUTHORIZED USER, its legal representatives or senior executives and for damages caused intentionally by other assistants in performance.

7. In case of a dispute arising out of this contract, the parties agree to first try to solve the dispute amicably. In case the conflict cannot be solved amicably, the parties will submit their dispute to the courts of Brussels.

8. The law applicable to this contract is the EU regulation on trademarks, without prejudice of the application of Belgian law.

{temp1[today]}

OWNER	AUTHORISED USER
Nadia Frittella	{temp1[stlbk_firstName]} {temp1[stlbk_lastName]}



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