

Trademark Use License Agreement

1. Preamble

The Licensor owns internationally used and registered product trademarks. These trademarks are partly registered as word trademarks and partly registered as figurative or combined trademarks.

The Licensor's products are distributed in the global B2B and B2C markets. The Licensor maintains a sophisticated brand strategy in order to differentiate the brand from the competition. As part of this strategy, the Licensor aims to secure carefully selected customers as brand ambassadors for its corporate and product brands, and to grant these customers usage rights to its product trademarks for this purpose.

2. Subject of the agreement

The licensor grants the licensee, free of charge, non-exclusive and non-transferable permission to use the trademark(s) listed in the appendix A in accordance with the terms of Provisions 3 and 4 below (Section 30 German Trademark Act - MarkenG).

3. Nature and extent of agreed use

3.1 Unless otherwise agreed outside of this Agreement, Licensee is entitled to sell the unchanged products acquired from Licensor under the respective trademark (see appendix A) for such product. Licensee must neither change the products including its type designations and product numbers as well as labels of the licensor nor buy or sell any products which have been changed in this way by a third party without licensor's permission. Insofar as Licensee further processes the products, Licensee is entitled to add the remark "made of acrylic glass of the respective trade mark" to its own product name.

3.2 Insofar as the Licensee intends to use the trademark(s) listed in appendix A in a way not permitted according to Provision 3.1, Licensee shall notify the Licensor of any intended use of the trademark(s) listed in the appendix A. The Licensor shall subsequently inform the Licensee in writing whether it will permit the intended trademark use generally or under specific circumstances. The Licensor is entitled to withdraw or restrict such permission at any time without providing any reasons by notifying the Licensee in writing.

3.3 This Agreement does not extend to the registration of any domains with extensions that contain the trademark(s) listed in appendix A, or are identical to or give rise to likelihood of confusion with them. Nor does it extend to the use of similar trademarks for a company, part of a company, corporate logo and/or part of a corporate logo that could be give rise to likelihood of confusion with these trademark(s). Any such use requires the Licensor's prior written consent.

3.4 The Licensee is not entitled to grant sublicenses for any of the trademark(s) listed in appendix A.

3.5 Permission to use the trademark(s) listed in appendix A is granted free of charge.

3.6 The trademarks listed in appendix A must not be used in North, Central and South America including adjacent islands. The Licensee shall ensure that products and/or print media which are labelled accordingly will not be delivered to North, Central and South America including adjacent islands.

3.7 Subject to provision 3.6, the license territory shall consist of all countries wherein the trademarks listed in appendix A are valid.

4. Form of trademark use

4.1 The trademarks listed in appendix A must always be used together with the international symbol ® for registered trademarks.

The Licensee must refer to the Licensor in all their communications appropriately, in particular in any promotional activities, in catalogs, and on their website. This reference shall practically be made with the following footnote:

TRADEMARK EXAMPLE ® = registered trademark of Röhm GmbH, Darmstadt

or abbreviated

TRADEMARK EXAMPLE ® = reg. trademark of Röhm GmbH, Darmstadt

4.2 Licensee undertakes to observe the rules for the usage of the trademark PLEXIGLAS® laid down in the "GUIDELINE PLEXIGLAS®" attached as appendix B. Licensee shall solely use promotional material and product information provided by Licensor.

4.3 The Licensee is only entitled to use the trademark(s) listed in the appendix in the form registered in the trademark register. These trademark(s) must therefore not be changed, not combined with other elements e.g. words to form a new word or graphical elements, not given an article, not inflected, and not translated. In particular, the Licensee must not use the syllable "PLEXI-" by itself or in combination with other words or syllables (such as "plexi envelope" or "Plexiglas-Shop").

4.4 Any figurative trademark(s) and combined trademark(s) (figurative trademark(s) containing word elements) listed in the appendix A must not be changed or replicated, and must be used in the form provided by the Licensor and in accordance with the Licensor's corporate design specifications. Any additional elements, such as additional lettering, must not be combined with the trademark(s) listed in the appendix. Nor must figurative or combined trademarks be embedded as a trademark in any narrative texts.

4.5 The Licensee shall refrain from using any trademarks and from registering any trademarks directly or via a third party that includes any of these trademarks as constituent elements or could give rise to a likelihood of confusion with any of the trademarks listed in appendix A pursuant to Section 14(2) German Trademark Act (Markengesetz).

4.6 On the specific request by the Licensor, samples of any goods distributed by, and any communication media produced on behalf of, the Licensee that bear the trademark(s) listed in appendix A shall be provided without delay.

4.7 The Licensee undertakes to notify the Licensor immediately of any breaches of trademark law by a third party relating to the licensed products and/or the Licensor's trademarks, and, if necessary, secure any relevant evidence and make it available to the Licensor. However, it is the Licensor's prerogative to initiate any legal proceedings against third parties. Asserting any claims against a third party by the Licensee requires specific prior consent of the Licensor.

5 Images

5.1 The Licensor shall provide the Licensee with images ("Images") which the Licensee may use for advertising purposes in connection with the Licensee's trademarks.

5.2 To the extent that their own transferable rights of use in the Work extend to the Licensee, the Licensor shall grant the Licensee the non-exclusive right to use the Images free of charge for all the Licensee's media (e.g. homepage, brochures, advertising in other media). Multiple usage is permitted.

5.3 The Images may only be used for advertising purposes for the Licensor's products or for further processed products of Licensor that contain a reference in accordance with Section 3.1 of this Agreement.

5.4 The images and videos can be slightly modified by the Licensee for their intended use. In particular, however, alterations that distort the original message of the image in such a way that imposes personal disadvantages, such as damage to reputation, on the author of the image are not permitted.

5.5 The images may not be used in conjunction with other products of the Licensee or third parties. Furthermore, the images may not be used for purposes outside the business activities of the Licensee, i.e. for illegal, defamatory or slanderous purposes.

5.6 The source of the image must be clearly identified in the index of illustrations or as a caption:

© Röhm GmbH/photographer's name

5.7 Sublicensing the images is prohibited.

6. Liability

6.1 The Licensor is not aware of any rights of third parties that are in conflict with use of the trademark(s) in the area covered by the Agreement.

6.2 Any liability of the Licensor in the event that the use of the trademark(s) which are subject of this Agreement infringes the rights of third parties is excluded.

6.3 The exclusion of liability according to Provision 5.2 above does not apply to any damages caused by grossly negligent or intentional conduct of the Licensor, its legal representatives, employees or vicarious agents. Nor does this exclusion of liability apply if the Licensor is compulsorily liable in the event of claims resulting from death, personal injury or illness, under the provisions of the German Product Liability Act (Produkthaftungsgesetz), or for any other reason.

6.4 Similarly, the exclusion of liability according to Provision 5.2 above does not apply if the Licensor, its legal representatives, employees or vicarious agents fail to fulfill an obligation that is essential for achieving the objective of this Agreement, and the Licensee may and routinely does rely on fulfillment of such obligation (cardinal duty - Kardinalspflicht).

6.5 The Licensee indemnifies the Licensor from all claims asserted by third parties against the Licensor, including the costs of any reasonable legal defense, arising from the Licensee's use of the trademark(s) listed in appendix A.

7. Duration

7.1 Permission to use the trademark(s) listed in the appendix is granted until revocation from the date of signature of this Agreement.

Both Licensor and Licensee have the right to terminate this Agreement by giving three (3) months' written notice to the end of the calendar month.

The right to use the images ends automatically with the permission to use the trademarks.

7.2 Either party, or the party named, may terminate this Agreement without notice for good cause if one of the events described below occurs, or if other circumstances arise which make it unreasonable for the relevant party to remain bound by the Agreement until it can be terminated as agreed above.

a) The other party goes into liquidation, is sold, dissolves its business or significant parts thereof, becomes insolvent, and/or is placed under sequestration, and/or is subject to similar significant changes in its financial position, its capacity to act or its business structure.

b) The other party fails to fulfill an essential obligation of this Agreement and does not remedy such failure within a period of one (1) month as requested in writing with explanation of the reason(s).

c) A competitor of the Licensor assumes control over the Licensee. Any entity that manufactures at least one product that is also produced by the Licensor, or which could substitute a product manufactured by the Licensor, is deemed to be competitors of the Licensor. The Licensee is obliged to notify the Licensor immediately should the above-described event occur.

d) The Licensee initiates legal proceedings or files a request for revocation, declaration of invalidity or cancellation against the existence of a trademark.

7.3 The Licensee undertakes to transfer the registration of any domains to the Licensor that include the trademark(s) listed in appendix A, are identical to or give rise to a likelihood of confusion with such trademark(s) upon termination of the Agreement. In addition, the Licensee shall, at its own cost, remove all references to the Licensor.

7.4 Termination of this Agreement, its invalidity, annulment for other reasons, or revocation of the permission to use a specific trademark in accordance with the terms of Provision 3.2 above, does not entitle the Licensee to any claims in relation to any

investments made in advertising or any other financial expenses as a result of the Licensee relying on the continuation of this Agreement.

8. Final provisions

8.1 Any other agreements and amendments to this Agreement are only binding if made, or confirmed, in writing by both Licensor and Licensee. This also applies to any deviation from this written form clause.

8.2 In the event of any provision of this Agreement being or becoming invalid, void or unenforceable, wholly or in part, the other provisions of the Agreement shall not be affected. The invalid, void or unenforceable provision shall be replaced by a valid and enforceable provision which in effect most closely reflects the commercial objectives intended in the invalid, void or unenforceable provision. The same applies in the event that the Agreement proves to be as incomplete.

8.3 Complete or partial revocation, declaration of invalidity or cancellation of one or more of the trademark(s) listed in appendix A will not invalidate this Agreement.

8.4 The Licensee is responsible for all costs incurred as a result of exercising the rights granted in this Agreement.

8.5 This Agreement is subject to German substantive law. The exclusive place of jurisdiction is Frankfurt am Main, Germany.

9. Appendix

The aforementioned appendices A and B are a constituent part of this Agreement.

Appendix A

No.	Trademark	Trademark office	Reg. No.	Type of trademark	Date of registration	Date of entry	Class of goods
1	PLEXIGLAS®	DE	-	Combined trademark	05-12-2019	-	1, 17, 19
2	PLEXIGLAS® THE ORIGINAL BY RÖHM	DE	-	Combined trademark	05-12-2019	-	1, 17, 19
3	PLEXIGLAS	WO	212811	Word trademark	09-09-1958	09-09-1958	1, 15, 16, 17, 20
4	PLEXIGLAS	WO	424365	Word trademark	13-08-1976	13-08-1976	1, 17, 19

Appendix A

No.	Trademark	Trademark office	Reg. No.	Type of trademark	Date of registration	Date of entry	Class of goods
5	PLEXIGLAS	WO	172006	Word trademark	10-10-1953	10-10-1953	9, 11, 17, 19, 20, 21
6	PLEXIGLAS	WO	326332	Word trademark	16-11-1966	16-11-1966	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 26, 27, 28
7	PLEXIGLAS® THE ORIGINAL BY RÖHM	EM	018165896	Figurative trademark	13-12-2019	-	1, 17, 19
8	PLEXIGLAS	EM	003739505	Word trademark	29-03-2004	16-06-2005	1, 17, 19
9	PLEXIGLAS®	EM	018164982	Figurative trademark	13-12-2019	-	1, 17, 19

AID FOR USING THE BRAND CORRECTLY

In text:

<p>1. Our word mark is always written in uppercase letters.</p>	
<p>Correct: PLEXIGLAS®</p>	<p>Incorrect: Plexiglas, plexiglas</p>
<p>2. The spelling with the ® (superscript) behind the brand name is correct, i.e. the ® marks the end of the brand term. With our family brands (for example PLEXIGLAS® Satinice) note that the ® is always behind 'PLEXIGLAS'.</p>	
<p>Correct: PLEXIGLAS® Satinice</p>	<p>Incorrect: PLEXIGLAS SATINICE® PLEXIGLAS-Satinice®</p>
<p>3. The brand may not be changed, shortened or expanded, i.e. spellings such as "Plex", "Plexi", "Plexisheet" etc., instead of PLEXIGLAS®, are not permitted and must be strictly avoided.</p>	
<p>Correct: PLEXIGLAS®...</p>	<p>Incorrect: Plex, Plexi, Plexiglass, Plexiplatten, etc.</p>
<p>4. Brand names are</p> <ul style="list-style-type: none"> • Written without articles. • Not declined. • Not separated or interrupted at the end of a line. • Written without a hyphen in between and thereafter. 	
<p>Correct: Sheets made of PLEXIGLAS® are ... The advantage of PLEXIGLAS® ... PLEXIGLAS® sheets are ...</p>	<p>Incorrect: The Plexiglasses ... The advantage of the Plexi-glasses is ... PLEXIGLAS®-sheets, PLEXIGLAS®-Satinice</p>
<p>5. Additional designations behind the brand (family brands, range names and product names, e.g. Hi-Gloss, Satinice, etc.) are not protected and have a descriptive character. The exclusive use of the additional designations without the brand (for example for convenience) weakens the PLEXIGLAS® brand and must be strictly avoided.</p>	
<p>Correct: PLEXIGLAS® Hi-Gloss</p>	<p>Incorrect: Hi-Gloss</p>
<p>6. Old designations such as Endlighten, Dual Color etc. are no longer used. The new family designations introduced in 2011 must be used here.</p>	
<p>Correct: PLEXIGLAS® LED for edge lighting</p>	<p>Incorrect: Endlighten®</p>
<p>7. In a continuous text, it must be clear that PLEXIGLAS® is a brand. Thus, it may never be used for example together with other generic terms.</p>	
<p>Correct: Our portfolio includes different plastics such as PMMA, polycarbonate, etc.</p>	<p>Incorrect: Our portfolio includes different plastics such as PLEXIGLAS®, polycarbonate, etc.</p>

In layout:

- 8. The brand logo may not be changed, shortened or expanded.** If there is enough space, the word mark PLEXIGLAS® is always placed with the tagline “THE ORIGINAL BY RÖHM”. If a logo size of 3 cm is not met, the tagline is omitted.

Correct:

PLEXIGLAS®

THE ORIGINAL BY RÖHM

Logo with tagline size 100%

PLEXIGLAS® Logo without tagline
 <3cm, corresponds to 40%

Incorrect:

PLEXIGLAS®
 THE ORIGINAL BY RÖHM

PLEXI®
 The Original
 by Röhm

PLEXIGLAS®
 THE ORIGINAL BY RÖHM

- 9. The clear space of the logo** defines the distance that other graphic elements and writings must **maintain** to the logo as a minimum. Logo and clear space vary proportionally to the size of the medium. The clear space around the logo is not changeable.



■ Clear space all-round 6pt
 (for logo size 50%)

Incorrect:



- 10. The logo is used in black or white.** Note the correspondingly high contrast here. The black logo is used on bright backgrounds and the white logo on dark backgrounds. The tagline “THE ORIGINAL BY RÖHM” is always used in ‘Röhm red’. If a monochrome version is required, the tagline is used appropriate to the word brand in black or white.

PLEXIGLAS®
 THE ORIGINAL BY RÖHM

File: plexiglas_
 logo-tagline_bk

PLEXIGLAS®
 THE ORIGINAL BY RÖHM

File: plexiglas_
 logo-tagline_wt

Röhm-Red

CMYK: 0 | 87 | 85 | 0
 RGB: 224 | 60 | 49
 HEX: #E03C31
 Pantone 179 C

PLEXIGLAS®
 THE ORIGINAL BY RÖHM

File: plexiglas_
 logo-tagline_bk-1c

PLEXIGLAS®
 THE ORIGINAL BY RÖHM

File: plexiglas_
 logo-tagline_wt-1c

Incorrect:

PLEXIGLAS®
 THE ORIGINAL BY RÖHM

PLEXIGLAS®
 THE ORIGINAL BY RÖHM

PLEXIGLAS®
 THE ORIGINAL BY RÖHM

PLEXIGLAS®
 THE ORIGINAL BY RÖHM