



## FLEXLINK'S TRADEMARK POLICY

### ***Introduction***

The FlexLink group has made considerable investments in R&D and intellectual property rights such as trademarks, internet domains, patents and industrial designs. When a customer purchases a FlexLink solution or product, it is of utmost importance that it is authentic, thereby guaranteeing high quality and meeting the user's value expectations.

The Trademarks of the FlexLink group (the "Trademarks") identify and distinguish the source of FlexLink's products and services and communicate the goodwill and quality of the products and services rendered.

Improper use of the Trademarks may seriously damage their value and may cause the FlexLink group irreparable harm. If the Trademarks are not used properly there is also a risk that the Trademarks become generic terms, which means that they will lose their legal protection as trademarks by becoming the common name of the relevant product or service. Once lost, a trademark which has become generic cannot be recovered.

To establish a proper and uniform use of the Trademarks, as well as to prevent the Trademarks from becoming generic terms, FlexLink has produced this Trademark Policy.

### ***Definitions***

The following definitions shall, regardless of whether they are used in plural or singular, in definite or indefinite form, have the following meaning when appearing with a capital letter.

"Authorized User"	shall mean a FlexLink business partner authorized to use one or several Trademarks in accordance with this Trademark Policy.
"FlexLink"	shall mean FlexLink AB, org. number 556516-5270, and any other company within the FlexLink group of companies.
"Instruction"	shall mean a written instruction given by FlexLink on permitted or non-permitted Trademark use. Such instructions may form part of a written agreement.
"Trademark Policy"	shall mean this Trademark Policy.
"Visual Identity Manual"	shall mean FlexLink's visual identity manual as in force from time to time.
"Website"	shall mean the official FlexLink website <a href="http://www.flexlink.com">http://www.flexlink.com</a> .
"Trademark"	shall mean all trademarks (e.g. a word, phrase, slogan, symbol, design or a combination of words, phrases, symbols or designs,



including a domain name, that identifies and distinguishes the source of the goods and services of FlexLink from those of others) owned by FlexLink from time to time.

### ***Prohibited Use***

- The Trademarks may not in any way be used without prior written and explicit authorization granted by authorized FlexLink representatives.
- Prohibited use includes, but is not limited to, any and all use of or reference to the Trademarks, in whole or in part, in any commercial context, regardless if such use or reference is made verbally or in writing. For the avoidance of doubt, prohibited use shall also include mere references to a Trademark in text, computer presentations and on web pages in commercial contexts.
- An authorization to use a Trademark shall be valid for that Trademark only, and not with regard to any other Trademark.
- Except for the limited right to use a Trademark as expressly permitted in connection with FlexLink's authorization, no other rights of any kind are granted, by implication or otherwise, unless otherwise has been explicitly agreed in writing.
- The Trademarks may never be used in any manner which may confuse the public into thinking that the user is an "authorized" or "registered" distributor or agent of FlexLink, unless such authorization has been explicitly granted by FlexLink in writing.

### ***Authorized Users' Obligations***

- The Authorized User shall use the Trademarks in accordance with this Trademark Policy and the Instructions, including the Visual Identity Manual. In case of discrepancy between this Trademark Policy and an Instruction, the Instruction shall prevail. In case of discrepancy between an Instruction and the Visual Identity Manual, the Visual Identity Manual shall prevail.
- The Authorized User shall not interfere with FlexLink's rights in the Trademarks. This includes not challenging FlexLink's use, application to register or registration of such Trademarks, alone or in combination with other words, anywhere in the world.
- The Authorized User shall not, in whole or in part, use or register or seek to register the Trademarks as, or as part of, a company name, trade name, product name, domain name or service name or similar. Said prohibition includes, but is not limited to, a prohibition to use or register or seek to register the word "Flex" and / or the word "Link", alone or as part of a combination of other words and / or symbols etc.
- The Authorized User shall not harm, misuse, or bring any Trademark into disrepute.



- The Trademarks shall only be used in connection with genuine and unaltered brand products or with services which originated, or are licensed, from FlexLink.
- The appropriate trademark symbol at the right shoulder of the Trademark (™ for unregistered trademarks and ® for trademarks registered in relevant jurisdictions) shall always be set out when a Trademark is used. The authorized User shall consult with FlexLink to determine which symbol to use in which jurisdiction.
- The Trademarks shall never be used in plural or possessive form.
- The Trademarks shall always be spelt properly and they shall always be written in accordance with the Visual Identity Manual. Please note in particular that FlexLink is spelt with a capital F and a capital L. Product names and services may never be shortened should they, in whole or in part, include a Trademark.
- Only promotion material, business cards, merchandise marketing material, signs and ID plates provided by FlexLink, or sourced internally or from a third party with FlexLink's approval, shall be used. The Visual Identity Manual shall always be complied with.
- All goodwill derived from the use of the Trademarks exclusively inures to the benefit of, and belongs to, FlexLink.
- When appropriate, FlexLink's ownership of the Trademark shall be stated (e.g. "X is a registered trademark of FlexLink AB") when a Trademark is used.
- When appropriate, the Authorized User's business relationship shall be explained when a Trademark is used (e.g. "X is a Strategic Partner of FlexLink" / "X is a Service Partner of FlexLink"). Any such reference shall always comply with the Instructions, including the Visual Identity Manual.

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