

Usage conditions, acknowledgement and signature

Logo Usage Application Form for Partners

Applicants who have a visibility, distribution or any other type of agreement with Beneva may use Beneva's trademark in compliance with the *guidelines that are provided to them*.

The applicant acknowledges and agrees to the following:

- The term “trademark” refers to the Beneva name and logo illustrated below:

- The trademark must be used in compliance with the standards set out in the *Beneva Logo Usage Guide for Partners*, which may be modified by Beneva from time to time.
- The trademark must be used only for the purposes set out in these terms and conditions or for any other purposes subsequently indicated by Beneva.
- Usage of the trademark is conditional upon Beneva receiving and approving the application form setting out the manner in which the trademark will be used.
- All right, title and interest in and to the trademark are and will remain the property of Beneva. The applicant will not take, or help a third party to take, any action that may invalidate, prejudice, or impair any right, title or interest of Beneva in and to the trademark.
- It is understood that the applicant has not and will not obtain or claim from Beneva any right, title or interest in or to the trademark or any of its distinctive features, other than the right to use it in compliance with these terms and conditions.
- Appropriate marks must be used to identify Beneva as the trademark owner, in a way that is clear and obvious to third parties.
- The trademark must not be used in a manner likely to deceive or mislead a consumer or to cause confusion with regard to the products and services offered by Beneva or their actual value.
- Displaying, using and referring to the trademark must not be carried out in a manner harmful to Beneva's reputation and/or the goodwill associated with its trademark.
- In the event that the applicant violates the terms and conditions and guidelines for use of the trademark, the applicant will hold Beneva harmless from and indemnify Beneva against any claim arising from the violation, including indemnification for reasonable legal expenses incurred by Beneva.
- Beneva may, at its sole discretion or by giving notice with immediate effect, terminate use of its trademark for any reason it deems relevant, particularly if it believes that the applicant has violated these usage terms and conditions and guidelines or acted in a manner that is contrary to their letter and spirit or that of any other subsequent instructions issued by Beneva on usage of the trademark. When the applicant is notified by Beneva that its right to use the trademark has been rescinded, it must take the necessary measures to cease usage as soon as possible, without exceeding 10 business days under any circumstances.
- The trademark and the *Beneva Logo Usage Guide for Partners* are protected by legislation governing copyrights and trademarks.
- Trademark usage rights may not be assigned.

The applicant acknowledges having read and understood the usage guidelines and terms and conditions mentioned on this form and agrees to comply with them.

