



AGREEMENT SETTING OUT THE TERMS OF USE FOR THE TRADEMARK “LES ACCROS DU PEIGNOIR” - LEGAL ENTITY

In 2016, La Route des Villes d’Eaux du Massif Central launched an innovative marketing drive jointly with “Les Accros du Peignoir” aimed at breathing new life into the media codes and conventions targeting the “Villes d’Eaux du Massif Central”, both to revitalize the brand image of these thermal spas and to attract and win over new client bases.

The pitch

*They have visited any number of spas. They are now completely “hooked” and go everywhere in their bathrobe. Whether in the spa, back in their own home or in any manner of real-life situations, however incongruous and eyebrow raising, these individuals find themselves caught in the **heavenly spiral of the bathrobe**. Step-by-step, the phenomenon is set to cast its spell, rolling out like a “wave of wellness”, becoming the **recognised emblem of thermal spas in the Massif central**.*

Since 2016, La Route des Villes d’Eaux du Massif Central has launched a whole raft of public relations initiatives around the "Les Accros du Peignoir" trademark and is now seeking business partners with whom to deploy its large-scale rollout.

Between the undersigned:

- **La Route des Villes d’Eaux du Massif Central**, represented by Eric Brut, Chief Executive Officer located at 8 avenue Anatole France in ROYAT (63130)

And:

- **The partner** Represented by
Please give your full contact details and email address

Article 1: Purpose of the agreement

This agreement, entered into between La Route des Villes d’Eaux du Massif Central and the business partner:

- sets out the terms of use and promotion of the “Les Accros du Peignoir” trademark registered at the INPI by La Route des Villes d’Eaux du Massif Central, which cedes the use of the trademark to the partner, who agrees to comply with its terms of use.
- defines the Trademark’s terms of use in order to minimise the following risks:
 - o Illicit usage of the Trademark by an **unauthorized third party**,
 - o Dilution of the trademark due to **unchecked use** coupled with a failure to react to a proven case of unauthorized use,
 - o Usage that deviates from the **rules and corporate values** initially accepted by the user,
 - o Usage **that constitutes a breach of public decency and moral and ethical guidelines**.



Article 2: La Route des Villes d'Eaux du Massif Central

La Route des Villes d'Eaux du Massif Central agrees to:

- Authorise the business partner to use the "Les Accros du Peignoir" trademark in compliance with the terms and conditions set out in the terms of use.
- Provide the business partner with promotional media for the "Les Accros du Peignoir" trademark, which can be downloaded from the website www.lesaccrosdupeignoir.com (corporate values of the Accros du Peignoir, terms of use, graphic design charter, press file, language components, rules governing promotion of the trademark in print and format, etc.).
- Publicise the partner's affiliation to the "Les Accros du Peignoir" trademark.
- Publish news of the partner's usage of the trademark on the website www.lesaccrosdupeignoir.com
- Chair a Trademark Committee, tasked with setting up the trademark's protection, use and development policy.
- Promote this trademark through press relations, events, digital publications, derivative products, and so on.
- Allow the partner to devise new ways of promoting the "Les Accros du Peignoir" trademark.
- Use the Trademark Committee to check the partners' proper use of the trademark so as to ensure overall consistency.

Article 3: Commitments of the business partner

The business partner agrees to:

- Be based at a thermal spa in the Massif central or publish media content on the origin of the trademark's "Route des Villes d'Eaux du Massif Central"
- Play an active role in developing the outreach and attractiveness of thermal spas in the Massif central
- Uphold and promote the corporate values of the Accros du Peignoir
- Comply with and apply the rules governing print and digital promotion of the Accros du Peignoir trademark on its own public relations media
- Notify La Route des Villes d'Eaux du Massif Central each time they use the "Les Accros du Peignoir" trademark (print, digital, event, etc.), forwarding a copy of the items on which the trademark appears to: info@lesaccrosdupeignoir.com
- Not to use the Accros du Peignoir trademark for business purposes without having first studied the question in depth and received the approval of La Route des Villes d'Eaux du Massif Central.
- Respect the decisions made by the Trademark Committee concerning use of the trademark.

Should the service provider fail to fulfil its commitments under this agreement, it will be refused further use of the trademark.

Article 4: Partner approval procedure

Partners seeking authorisation to use the trademark shall complete the online subscription form and send it to the Association via the website www.lesaccrosdupeignoir.com.

The Association will examine the dossier and send the applicant its written approval or refusal. Business partners who do not comply with the conditions set out in Article 3 will be refused authorisation. Similarly, authorisations delivered under this article will be declared null and



void should the User breach the terms and conditions set out in Article 3 and/or the provisions of this agreement. The defaulting party may not hold the Association liable for the lack or withdrawal of said authorisation.

Article 5: Use of the trademark

The trademark may only be used for commercial purposes provided that the products and services produced and marketed conform to the specifications in the documents published on the website www.lesaccrosdupeignoir.com.

Business Users applying to use the trademark shall include a description of the product(s) on which they wish to affix the trademark. Use of the trademark is strictly limited to the products and services stated in the application.

Should the Association not approve the application in writing, or decide not to renew an existing approval, the User will not be authorised to use the trademark.

Authorised use of the trademark is strictly limited to the business partner and may not be assigned or transferred to any third party, nor licensed to their successor, including assignees, following the full or partial disposal of assets, merger, acquisition, demerger or other change of control unless the Association has given its prior approval in writing.

Article 6: Term of the agreement

This agreement is entered into for an unlimited duration.

Article 7: Disputes

The parties shall seek an amicable solution to any challenges, disputes or disagreements concerning the interpretation or implementation of this agreement by means of conciliation within a period of two months.

Failing an amicable solution, the dispute shall be brought before the Administrative Tribunal in Clermont-Ferrand.

This agreement has 3 pages of text.

Executed in two original copies.

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For La Route des Villes d'Eaux
du Massif central

Éric BRUT
Chief Executive Officer

For the business partner