

REGULATION
relating to the use of the figurative European trademark
„EU BEE MADE”

This regulation (hereinafter referred to as the: **“Regulation”**) is aimed to determine the terms and conditions of the granting and withdrawal by the Association for the European Bees (hereinafter referred to as the **“Association”**) of the right of use (hereinafter referred to as the **“Right of Use”**) of the below figurative trademark **“EU BEE MADE”** (hereinafter referred to as the **“Trademark”**) to the members of the Association and to other persons complying with the conditions fixed by the Association (hereinafter referred to as the **“User”**).



I. Conditions of the Granting of the Right of Use

1.1. Provided that they comply with the other strict conditions fixed in this Regulation, the Right of Use of the Trademark may be granted to the following persons – independently whether or not they are members of the Association:

- (i) those apiaries that situate within the territory of the European Union (hereinafter referred to as the **“EU Apiaries”**);
- (ii) those honey packaging and processing enterprises that situate within the territory of the Geographical Europe (hereinafter referred to as the **„Honey Processing Enterprises”**).

1.2. In regard to Article 1.1.(ii) all countries shall be considered as belonging to the Geographical Europe that has European territories and also those attached to any such country without custom borders.

1.3. The Right of Use shall only be granted to those EU Apiaries and Honey Processing Enterprises that

- (i) have been performing honey selling activities to customers at least for five years;
- (ii) realize at least 75% of their business turnover from the sale of honey;
- (iii) realize their honey related business turnover within the period of compulsory custody of business records determined by the applicable accounting rules of their own country exclusively from the processing of honey originating from the Geographical Europe acquired directly from the beekeepers (in case of Honey Processing Enterprises);
- (iv) have their business turnover fully documented;
- (v) have all permissions and authorizations relating to their activities; and
- (vi) do not package and do not have packaged in commission work.

II. Rules Relating to the Use of the Trademark

- 2.1. The Trademark shall only be used in respect of the sale of honey originating from the territory of the European Union and acquired by the User exclusively from EU Apiaries (hereinafter referred to as the “**EU Honey**”). Exceptionally, in case any EU member state having territory outside the Geographical Europe, the honey produced on the territory outside the Geographical Europe shall also be considered as EU Honey.
- 2.2. In regard to Article 2.1. the following shall be considered as acquisition from EU Apiaries:
- (i) the direct acquisition; and
 - (ii) in case the direct acquisition is not possible, the acquisition through an intermediary, which means that the User pays the price of the honey to the intermediary, who pays it to the EU Apiaries.
- 2.3. The User shall use the Trademark exclusively in relation to honey products sold under his own name or under any other brands owned by him. The use of the Trademark is strictly prohibited in relation to honey sold under the purchaser’s brands.
- 2.4. The User shall take all measures in order that the EU Honey must be stored in the User’s warehouse in pots with label signed by the EU Apiaries and identified with the name of the EU Apiaries.
- 2.5. The products sold under the Trademark shall be commercialized with numbering, also indicating the production batch, the applied numbering (from ..., to ...), the country or countries (if the EU Honey is a mixture of honey from different countries) of origin.

III. Obligations of the User Towards the Association

- 3.1. The User shall assure to the Association full transparency in relation to the movements of the EU Honey in order that the Association may control the tracking of the EU Honey from the bee-keeper, including all quantity data of the said movements of EU Honey grouped by honey types. For the sake of transparency the User shall provide the Association with all related data (in case of acquisition of honey through intermediary the data relating to the purchase by the intermediary) by way of upload of the said data (updated if necessary) to the server of the Association.
- 3.2. The User shall acknowledge that the control on behalf of the Association may be performed either by an auditor designated by the Association or – if the User does not accept such auditor – by an independent auditor having international reputation. The costs of the control shall in all cases be borne by the User.

3.3.The User shall obtain the prior approval of the Association in relation to the packaging of the EU Honey containing the Trademark and shall send 2-2 samples from each batch to the Association.

IV. Consideration for the Right of Use

4.1.As a consideration for the Right of Use, the User shall pay a fee that is composed by the following elements:

- a one-time initial fee, the amount of which shall correspond to the costs of the preliminary control set forth in Article 5.2; and
- a license fee calculated on the basis of the turnover realized by the User in respect of the commercialization of the EU Honey (hereinafter referred to as the “**License Fee**”).

4.2.The exact calculation of the License Fee, the method and other conditions of its payment shall be determined by the Presidency of the Association. The all-time effective fee conditions shall be made available to the public by the Association in an appropriate way.

V. Granting and Withdrawal of the Right of Use

5.1.Any request for granting the Right of Use shall be submitted to the Association in writing (including electronic letters) on the applicable request form. On this form the applicant must declare that he complies with the conditions of the granting of the Right of Use and that he undertakes to fulfil the obligations set forth in this Regulation.

5.2.The granting of the Right of Use is conditioned on the performance of a preliminary control of the applicant by the Association in conformity with the rules set forth in Article 3.2 in order to verify that the applicant complies with the provisions of this Regulation.

5.3.The Presidency of the Association shall be competent to decide on the granting of the Right of Use. The Presidency of the Association shall notify the applicant about the granting or the refusal of the Right of Use. The decision on refusal shall be motivated. The Right of Use may only be refused if the applicant does not comply with the provisions of this Regulation.

5.4.The Right of Use shall be granted for an indefinite period of time. The Right of Use may be withdrawn by the Presidency of the Association if it is proven that the User does not comply with the conditions of the granting of the Right of Use or breaches any of his obligations under this Regulation. The withdrawal of the Right of Use shall be decided by the Presidency of the Association.

5.5.The Right of Use terminates if it is withdrawn by the Association or if the License Agreement between the Trademark owner and the Association terminates or if the Trademark owner ceases to be beneficiary of the Trademark. In case of termination of the Right of Use, the User shall immediately give up with the use of the Trademark.

5.6. There shall be no remedies against the decision of the Presidency of the Association in relation to the granting or withdrawal of the Right of Use.

5.7. The granting of the Right of Use shall not allow the User to file any claim for registration or to make the Right of Use registered in relation to the Trademark with the EUIPO or in any country.

VI. OTHER PROVISIONS

6.1. This Regulation shall enter into force on the day of its approval and remains valid until withdrawal.