

THE VELUX TRADEMARK GUIDELINES FOR DEALERS

1. The Dealer undertakes to use the VELUX trademark and any other trademarks of the VELUX Group loyally and in accordance with the guidelines issued by the VELUX Group at any time. The current guideline may be found here: <https://www.velux.com.au/our-company/legal-notice>
2. The VELUX trademark is exclusively reserved for the designation of genuine VELUX products.
3. The VELUX trademark must always be written in capital letters e.g. VELUX roof window. The VELUX logo must always be placed horizontally.
4. The VELUX logo must always be used in its registered form and preferably based on a master provided by the VELUX Group. If not based on a master, the logo must fulfil the written specifications of the VELUX Group at any time.
5. The VELUX logo shall preferably appear on a white background; alternatively on a background which cannot be confused as part of the VELUX logo.
6. Other trademarks of the VELUX Group must also be used according to the guidelines issued by the VELUX Group at any time. If the Dealer has not received guidelines on use of such trademarks, he is obligated to request guidelines from the VELUX Group before implementation of the trademarks in his marketing material.
7. All marketing material (including websites) of the Dealer relating to VELUX products shall include the following trademark notice: "VELUX and the VELUX logo are registered trademarks of VKR Holding A/S." Any other trademark of the VELUX Group used in the Dealer's marketing material must be included in same trademark notice.
8. Trademarks of the Dealer or other third party trademarks used in same marketing material may not be displayed in such a way that they may be confused as part of the VELUX trademark or other trademarks of the VELUX Group.
9. This document does not grant to the Dealer ownership or any other kind of right to the VELUX trademark or other trademarks of the VELUX Group except for the right to use the trademarks in accordance with this document.
10. For the sake of clarity, it is expressly stated that the Dealer is not allowed to establish registered rights to the VELUX trademark or any other trademark of the VELUX Group in any form; this prohibition includes but is not limited to:
 - a. trademark registration incorporating the trademarks.
 - b. registration of company names incorporating the trademarks.
 - c. registration of domain names and e-mail addresses incorporating the trademarks.

The Dealer agrees that neither it, nor any party with whom it has a business or contractual relation, will use the intellectual property of the VELUX Group without prior written permission from VELUX. The Dealer shall cause all of its contracts with its customers to contain a provision that prohibit its customers from the unauthorized use of the VELUX Group's intellectual property. In the event that the Dealer becomes aware that any of its customers are utilizing the intellectual

property of the VELUX Group without prior written permission, the Dealer shall take all reasonable means, including but not limited to the institution of legal proceedings against its customer, to cause its customer to cease such unauthorized use. To the extent legally permissible, the Dealer shall cease doing business with such customer. The Dealer shall immediately notify the VELUX Group of any unauthorized use of the VELUX Group's intellectual property by anyone.

In case of breach of these guidelines, the VELUX Group may issue a written warning to the Dealer to which the Dealer should comply with within 2 weeks. If the Dealer does not comply, the VELUX Group may terminate the relationship with the Dealer without further notice.