

CHAINE DES ROTISSEURS INTELLECTUAL PROPERTY POLICY

[Amended and Restated Effective Date: February 22, 2019]

The Confrérie de la Chaîne des Rôtisseurs, Ltd., a corporation organized under the laws of the State of New York, and at times referred to as the Bailliage des Etats-Unis (hereinafter referred to as the “Chaîne”) has maintained a policy relating to the use of its trademarks and it is restated in this document.

1. **GENERAL TRADEMARK POLICIES.** The Chaîne owns various trademarks in the United States including but not limited to the Chaîne’s name and emblem (and variations thereof) and may from time to time create and maintain additional trademarks. Some have been issued registrations by the United States Patent and Trademark Office and others have established common law trademark rights. This Intellectual Property Policy (“Policy”) is part of the Rules and Regulations of the Chaîne and shall apply to and provide guidance relating to the use of its intellectual property including its Trademarks (as defined below).
 - a. **Definition of “Bailliage.”** The term “Bailliage” herein refers only to chapters considered to be part of the Bailliage des Etats-Unis (national, regional and local) and not to any other entity, including but not limited to corporations, limited liability companies or associations.
 - b. **Definition of “Province.”** The term “Province” herein refers one of the official collections of Bailliages located in the same geographic areas which are considered part of the Bailliage des Etats-Unis in accordance with the Chaîne by-laws, policies, rules and regulations.
 - c. **Definition of “Foundation.”** The term “Foundation” herein refers to Confrérie de la Chaîne des Rôtisseurs Foundation, Inc., a New Jersey Corporation.
 - d. **Definition of “Member.”** The term “Member” herein refers to only persons belonging to the Bailliage des Etats-Unis in accordance with the Chaîne by-laws, policies, rules and regulations.
 - e. **Definition of “National Office.”** The term “National Office” herein refers to the official office of the Bailliage des Etats-Unis, currently located at 285 Madison Avenue, Madison, New Jersey 7940-1099.
 - f. **Definition of “Sponsor.”** The term “Sponsor” herein refers to either i) a Member, ii) a collection of more than one Chaîne Party, or iii) a Chaîne Party and approved third party.
 - g. **Definition of “Chaîne Party.”** The term “Chaîne Party” herein refers to Bailliage(s), Province(s), Sponsor(s), Foundation or Member(s).

- h. Definition of “Royalty Income.”** The term “Royalty Income” as used herein shall mean the amount of revenue derived from the use of Trademarks, the percentage to be such amount as agreed upon for usage and in the case of a usage without prior written approval by the Chaîne then such amount as set by the Bailli Délégué or Chaîne Executive Director.
- i. Definition of “Trademarks.”** The term “Trademarks” as used herein refers to and include any and all existing and future trademarks, services marks, emblems, the Official Emblem (as defined below), logos, seals, trade names, trade dress, whether or not registered, owned by or used by the Chaîne.
- j. Definition of “Official Emblem.”** The emblem of the Chaîne and each Bailliage shall be of a design as set forth below (“Official Emblem”). Each Bailliage shall only use the Official Emblem of the Chaîne as depicted below and without alteration (or in a black and white version).



- k. Banners, Flags, and Displays.** The Chaîne reserves the exclusive right to use and control its Trademarks on and in connection with the creation of any and all banners, flags, and displays. Absent prior written consent from the Bailli Délégué (the national President of the Chaîne) or Chaîne Executive Director, the Trademarks shall not be used on any such items except as may be provided by this Policy and displays containing any of these items (one item or more than one) must be of product purchased directly from the Chaîne National Office.
- l. Management of Trademark.** The Trademarks are managed by the Chaîne National Office. No Bailliage or Member may apply to register any Chaîne related trademarks or confusingly similar variants thereof or use the Chaîne’s name or any part thereof in the United States or elsewhere except as provided in this Policy or with the prior written consent of the Bailli Délégué or Chaîne Executive Director and only in accordance with this Policy and solely for the Chaîne’s use and benefit. All Trademarks developed by local Bailliages, officers and Members of the organization, that include the Official Emblem, the name, or any part of the organization’s name, shall be the property of and controlled by the Chaîne. The Bailliages, officers, and Members shall execute any documents reasonably required by the Chaîne to perfect such rights. and assist it with the transfer to the organization of any rights any of them may hold. No Bailliage or Member will challenge the validity of the

Trademarks or Chaîne's rights to them and none have any ownership of the Trademarks through their use.

- m. Downloaded Emblems.** Trademarks may be downloaded by Chaîne Parties from the official formats accessible on the Chaîne's website solely for use in accordance with this Policy. These are the only Trademarks that may be reproduced electronically or otherwise without prior written consent of the Bailli Délégué or Chaîne Executive Director and only in accordance with this Policy. The Trademarks may not be altered without prior written consent of Bailli Délégué or Chaîne Executive Director except for sizing purposes.
- n. Duty to Enforce and Report Unauthorized Use.** All Members and Bailliages have agreed to abide by its Bylaws, Rules and Regulations, and policies now effective or as may be created in the future and that includes a duty to abide by and encourage enforcement of the Chaîne trademark policies, report in writing to the Chaîne Executive Director at the Chaîne National Office in Madison, New Jersey any and all unauthorized use of the Trademarks including those of other Members, and acknowledge such duty in writing upon reasonable request by the Bailli Délégué or the Chaîne Executive Director.
- o. General Standards of Quality and Content.** To maintain general quality and content standards in the use of the Trademarks, they shall not be used by any Chaîne Party in a manner that may be offensive in the Chaîne community or in a way that may harm the reputation or the image of the Chaîne as determined in the sole discretion of the Bailli Délégué or Chaîne Executive Director. The Trademarks shall only be used in a positive and flattering manner that reflects well on the Chaîne as determined in the sole discretion of the Bailli Délégué or Chaîne Executive Director. The Trademarks may not be altered without prior written consent of the Bailli Délégué or Chaîne Executive Director. Chaîne Parties shall ensure that the services and goods bearing the Trademarks as permitted herein will be the same or substantially identical in quality and standards as the level of quality and standards of services offered by the Chaîne as of the date the Chaîne Party(ies) use of same or as otherwise approved in writing in advance of usage by the by Bailli Délégué or Chaîne Executive Director. Upon request by Bailli Délégué or Chaîne Executive Director, Chaîne Parties shall submit samples of advertisements and promotional materials to the Bailli Délégué or Chaîne Executive Director, showing the uses of the Trademarks. The Bailli Délégué or Chaîne Executive Director may communicate regarding any breach of quality or content. Should a Chaîne Party receive notice of a use of the Trademarks which is inconsistent with this Policy, the Chaîne Party shall cease use of the Trademarks immediately and may not resume use until they can provide evidence to the Bailli Délégué or Chaîne Executive Director's satisfaction that the use complies with this Policy and has written approval for use. The sole appeal as to the matters described in a communication sent to the Chaîne Party shall be to the Chaîne's Board of Directors and there shall be no right of appeal or reconsideration by any other person, entity, nor by any court.

2. **GENERAL LICENSE FOR THE OPERATIONS OF THE CHAÎNE.** The Chaîne, its officers, directors and authorized staff are hereby granted the non-exclusive right and license to use the Trademarks in the promotion and furtherance of the Chaîne's purposes and general operations, so long as such use is done in accordance with this Policy and such modifications as may be made to it from time to time. The foregoing includes the right to use the Trademarks on printed business and marketing materials reasonably related to Chaîne operations and promotion (such as letterhead, business cards, envelopes, invitations, and brochures), so long as such items are not to be sold and the Trademarks are not altered. General operations shall include, but are not limited, to the Chaîne U.S. Grand Chapitre, the Société Mondiale du Vin, L'Académie de Gastronomie Brillat-Savarin des Etats-Unis, *Gastronome* magazine, *Gastronome Extra!*, Chaîne Foundation, Chaîne supplies, corporate sponsorships, cooperative alliances, and all other authorized association programs and publications, be they local (by Bailliages), provincial, national, and otherwise. The license described above and other licensing to the Foundation and Bailliages as stated in this Policy are limited such that the Trademarks and Official Emblem may not be used in conjunction with the trademarks and emblems of other entities. This license to use the Trademarks shall be at no cost (unless otherwise communicated) and subject to such controls and limitations as may be communicated in writing by the organization's Bailli Délégué or Chaîne Executive Director. Exceptions may only be made as stated in this Policy by the Bailli Délégué or the Chaîne's Board of Directors, although confirmation of same may be made by the Chaîne's Executive Director.

3. **AUTHORIZED USE BY MEMBERS, PROVINCES AND FOUNDATION.**

- a. **Foundation and Provinces License for Operations.** Provinces and the Foundation are hereby granted the non-exclusive right and license to use the Trademarks solely in the promotion and furtherance of the Chaîne's approved purposes and operations, such as sponsored programs, projects, community service and other events, so long as any and all use is done in accordance with this Policy and only for the benefit of the Chaîne. The foregoing includes the right to use the Trademarks on printed business and marketing materials reasonably related to Chaîne operations and promotion (such as letterhead, business cards, envelopes, invitations, and brochures), so long as such items are not to be sold and the Trademarks are not altered. The Foundation was formed by the Chaîne with its primary mission being the promotion of the organization, its mission and education in the hospitality industry (chefs, wine professionals, hotel industry, etc.). Other uses may be authorized from time to time with the prior written approval of the Bailli Délégué or Chaîne Executive Director and may be terminated upon written notice from the Bailli Délégué. Termination notices are effective immediately upon issuance.
- b. **Members.** Members are hereby granted the non-exclusive right and license for the duration of their membership to use the Trademarks on their printed business cards and otherwise indicate that they are a Member so long as the Trademarks are not altered and the use otherwise complies with this Policy. Members may

use the Chaîne name on personal social media accounts or personal online biographies solely to indicate membership. Professional Members may reflect their membership in the Chaîne on business websites and social media. No other rights to the Trademarks are granted to Members who are not also officers, directors and authorized staff, including but not limited to use of the Trademarks in or on social media or other digital media applications or handles, in any domain name registered to or by a Member, personal email signatures, website content other than as provided in the foregoing sentence. Members must seek the prior written consent of the Bailli Délégué or Chaîne Executive Director, which may be granted in their sole discretion, to use the Trademarks in any other manner.

4. AUTHORIZED USE BY BAILLIAGES AND/OR PROVINCES. In addition to the permission and license as provided in this Policy, Bailliages and Provinces are authorized to use the Trademarks as provided below:

a. Digital Media. Bailliages may use the Trademarks in and on their respective websites, in social media or other digital media applications or handles, and as part of Bailliage domain names and personal email signatures for the promotion and furtherance of the Chaîne's purposes and general operations, provided that all such use of the Trademarks are in accordance with this Policy and such procedures as may be adopted by the Chaîne and such use clearly identifies the Bailliage to ensure that the Chaîne is not identified as the source of content. Domain names must be registered in the name of the Chaîne or a Bailliage. Upon the earlier of a Bailliages cessation of activities, termination of existence, revocation of its' right to exist by the Bailli Délégué, or any other action that separates it from the Chaîne, the Bailliage shall immediately:

- i. Assign, transfer or cause to be assigned or transferred to the Chaîne any and all domain name(s) containing a Trademark in which the Chaîne is not already the registrant, and provide the Chaîne Executive Director with all log-in or account information necessary for the Chaîne to access and control the same;
- ii. Disable, deactivate, or otherwise delete social media accounts, pages and/or handles that include the name of the Chaîne (or any part thereof) or a Trademark and remove all content relating to the same; and
- iii. If requested by Chaîne Executive Director or other person authorized by the organization, assign, transfer and deliver to the Chaîne all or any part of same as it may request

b. Products.

- i. **Use of Official Products Bearing the Trademarks.** Bailliages and Provinces are authorized to use, distribute, purchase and/or sell products bearing the Trademarks obtained through the Chaîne National Office and official licensees subject to the limitations stated below. The Foundation is authorized to use and/or distribute products bearing the Trademarks obtained through the Chaîne National Office and official licensees subject to the limitations stated below. The

Foundation is not granted a license to purchase or sell products bearing the Trademarks. Recognition awards for Bailliages, Provinces, and Foundation that bear any of the Trademarks shall either be awards produced for or acquired by the Chaîne or may be approved by the Chaîne's Board of Directors or written approval obtained from the Bailli Délégué.

- ii. **Use of the Trademarks for Other Products.** For products not available through the Chaîne National Office and official licensees, Bailliages and Provinces are authorized to use, purchase, manufacture, distribute or sell items bearing the Trademarks in accordance with this Policy including specifically the provisions set out below:

(1) **Limited Quantity Apparel Items:** For all apparel items, Bailliages and Provinces are hereby granted permission and license to use, purchase, sell, manufacture or distribute items bearing the Trademarks when the total number of each individual apparel item does not exceed fifty (50) or a total equal to one (1) per Bailliage Member plus five percent (5%) of the number of Members, whichever is greater, in one fiscal year. For purposes of this section, apparel items are defined as clothing such as caps, visors, shirts, jackets, and ties that one would wear to cover, protect, or decorate your body.

(2) **Chaîne Membership/Event Pins.** Bailliages and Provinces are hereby granted permission and license to use, purchase, sell, manufacture, or distribute Provincial pins or their event pins provided that the pins bearing the Trademarks:

- a) Are ordered from an authorized Chaîne licensee or entity that confirms in writing that the Trademark will not be used except in accordance with this Policy and a copy of that instrument is delivered to the National Office in advance of manufacture;
- b) Are clearly identified with a particular Chaîne entity, such as Bailliage or Province;
- c)
- d) Are to be used solely for wearing or gift purposes at Chaîne events;
- e) Conform with this Policy and any other trademark policies adopted by the Chaîne;
- f) Contain the permanent marking of ® or TM as directed by the Bailli Délégué or Chaîne Executive Director;
- g) Contain an authorized Chaîne licensee identifying mark on the back side of the pin if same has been designated;

- h) Are fitted on the back side with a single clutch, multiple clutch, safety pin, straight-pin or screw-back attachment;
- i) do not designate or relate to any office (officer position) of any Chaîne entity;
- j) are not manufactured for purpose of recognition, special achievements, training, awards or support of any Chaîne entity or partners or any other person or entity;
- k) are not manufactured with the trademark or logo of another entity on it/them, except with the prior written approval for same from the Bailli Délégué or Executive Director; and
- l) are not a jewelry item or piece that is in the same class as an item available in the Chaîne National Office or special sales promotion brochures or flyers published from time to time by the Chaîne National Office.

(3) **All Other Items Requiring Approval:** For all apparel items exceeding the numbers stated above for an individual item in one fiscal year, and all other items not otherwise identified in (1) or (2) above, Bailliages which desire to use, purchase, sell, manufacture, or distribute items bearing the Trademarks, must obtain prior written approval from and pay such license fees and/or royalty payments as determined by the Bailli Délégué or the Chaîne's Executive Director.

c. Events and Programs. The Chaîne, Bailliages and the Provinces from time to time, may offer events, programs, and/or other services to Members (with or without charge).

i. **Bailliage and Province Events:** Bailliages and the Provinces are hereby granted the non-exclusive right and license to use the Trademarks in connection with holding authorized Chaîne events in accordance with its policies, rules and regulations (which includes this Policy), governing such programs and does not conflict with the purposes of the Chaîne, or compete with the activities, programs or existence of the Chaîne. All Royalty Income derived from the use of the Trademarks in conjunction with such programs and otherwise shall accrue for the benefit of the Chaîne and be promptly transmitted to its National Office for deposit to its general fund.

ii. **Sponsor Programs:**

(1) If a program or service is to be organized or hosted by a Sponsor ("Sponsor Program") and the Sponsor includes an entity that is not a Chaîne Party, then participation of such proposed third-party Sponsor(s) is subject to prior written approval of the Bailli Délégué or Chaîne Executive Director.

- (2) Sponsors shall be required to apply for a license to use Trademarks for each Sponsor Program. The application shall include a written request from the President or other authorized officer of the approved Sponsor stating support of and by the applicable Bailliage and/or Province for the Sponsor Program. The Chaîne may require such other documentation as it deems necessary to consider the application.
- (3) The proposed programs or services by a Sponsor shall not compete or otherwise conflict with an existing program, sponsored by the Chaîne, except as authorized by the Chaîne's Board of Directors, the Bailli Délégué or Chaîne Executive Director. Permission will be granted to use the Trademarks in connection with sponsorship of said programs only where a similar program is not currently in existence and the Bailli Délégué or Chaîne Executive Director determine that it is in the best interest of the Chaîne to give approval. Denial of a request shall not be subject to review by any other person or entity other than the Chaîne's Board of Directors (only if the decision was not made by it) as approval is at the sole discretion of the Chaîne.
- (4) Sponsor shall agree to review all solicitation materials, including any website content, to ensure that the same are consistent with general standards of quality and content and this Policy and any other applicable policies of the Chaîne. Before solicitation begins, all material including proposed website design, must be submitted in writing to the Chaîne Executive Director for approval. A letter, telecopy or email communication to the Bailli Délégué or Chaîne Executive Director shall satisfy this requirement. The Sponsor must be clearly identified on the proposed solicitation materials and any other item on which the Trademarks will be printed or otherwise affixed, including, if applicable, credit cards.
- (5) The Sponsor shall pay to the Chaîne at a time designated by the Bailli Délégué or Chaîne Executive Director a royalty of 10% of the gross revenue received by the Sponsor from the Sponsor Program or from any vendor of a Sponsor Program as a royalty for use of the Trademarks or such other amount as may be agreed upon by Sponsor and the Chaîne. The Chaîne Executive Director will communicate with each licensed Sponsor annually to determine the royalty owing to the Chaîne and the Sponsor shall timely respond to such request. Each Sponsor is encouraged to preserve all relevant records and documentation of the vendor to verify the accuracy of the royalty and the Chaîne may request copies of such.
- (6) The Chaîne reserves the right to revoke the license to use its Trademarks or any of them upon giving notification to the Sponsor and, if known, any vendor. If appropriate and feasible, any such revocation should take into consideration Sponsor and vendor contract obligations. In the event the

license is revoked, the Sponsor is required to immediately cease and desist from using the Trademarks, require any third party to do the same and confirm in writing that it has done so. In the event that Sponsor has produced any product pursuant to its agreement with the Chaîne, upon revocation or termination Sponsor shall at the Chaîne's election either deliver same to the organization's National Office or promptly destroy same.

- (7) The Sponsor shall use its mailing lists for distribution or, if to be distributed by the Chaîne, then by its National Office staff. In the event a Sponsor comes into possession of a mailing list of the Chaîne, it shall preserve its confidentiality and shall not duplicate or use such mailing lists, for any other purpose whatsoever nor provide it/them to any person or entity without the prior written consent of the Chaîne. If the Sponsor and/or any vendor use or make available the Chaîne mailing lists for any purpose other than the program, the Chaîne reserves the right to immediately revoke authorization to use the Trademarks. Such revocation will be effective immediately upon issuance of the notification to the offending party. A penalty of \$10,000.00 shall be assessed against the Sponsor and/or any vendor who uses or makes available the mailing lists for any improper purposes or duplicates such lists without authorization. Upon notice of the penalty the Sponsor shall promptly comply with a request for payment. Should it fail to do so, then Sponsor shall be responsible for all legal fees and costs incurred by Chaîne to obtain compliance and/or payment of the penalty amount or any part thereof.
- (8) The Bailliage and/or Province of an authorized Sponsor may use the Trademarks on any written communication or promotional material related to the authorized Sponsor Program, so long as use is done in accordance with the written agreement of the Chaîne or consent signed by the Bailli Délégué or Chaîne Executive Director and in conformance with this Policy and any other policies adopted from time to time by the Chaîne Board of Directors and the name of the Bailliage or Province responsible for the Sponsor Program is clearly identified along with the Trademark. Other Chaîne-approved entities, including vendors or entities not affiliated with the Chaîne may only use the Trademarks in accordance with a written agreement with the Chaîne.
- (4) Written approvals as required under this Section 4 and other parts of this Policy may be provided by the Bailli Délégué or Chaîne Executive Director. Similarly, notices required under this Section 4 and other parts of this Policy may be given by Bailli Délégué or Chaîne Executive Director.

d. Printed Materials. As indicated in 1(o) above, all printed materials that have the Chaîne's trademark appearing on them shall conform to the branding and practices as approved by the Chaîne and be for its benefit. The Foundation, Provinces and Bailliages may provide exemplars to the Executive Director or Bailli Délégué from time to time, to obtain prior approval if there is a possibility that they may not conform with this Policy or the branding and image desired by the Chaîne.

Supporting the Foundation. As noted above, Bailliages have a limited license to use the trademarks of the Chaîne. This includes their efforts and activities to raise funds for the Foundation. However, the Chaîne's trademarks are not to be used for fund-raising efforts that do not result in a transfer to the Foundation of monies raised and in support of its purposes and subject to decisions relating to distributions made solely by its Board of Trustees except where the prior written approval for same has been provided by the Bailli Délégué, and that shall be at his/her sole discretion.

5. **OFFICIAL LICENSEES.** The Bailli Délégué or Chaîne Executive Director may initiate agreements with manufacturers or other vendors throughout the world to acquire and make available for sale to Bailliages, Provinces and/or Members items bearing one or more of the Trademarks. The terms under such license agreements shall be determined by the Bailli Délégué and in his or her absence the Chaîne Executive Director and shall include license fees and/or royalty payments on all items sold. The amounts payable and the terms thereof shall be agreed upon and memorialized in a written license agreement prior to the manufacture and sale of products.
6. **ENFORCEMENT OF TRADEMARK POLICY.** As owner of the Trademarks, the Chaîne will take necessary steps to prevent, and provide against legal risks, which may flow from any unauthorized use.
 - a. **Unauthorized Use by Bailliages, Provinces, Sponsors, Foundation or Members.** In the event the Chaîne receives sufficient evidence that a Chaîne Party or other person is engaged in the unauthorized use, sale, purchase, manufacture and/or distribution of products, unauthorized programs or services bearing any of the Trademarks, or use in a manner not in accordance with this or other of its policies, or that fails to act in a manner as directed by the Bailli Délégué or Chaîne Executive Director counsel so as to bring the person/actions into conformity herewith, such Chaîne Party or other person may be notified to immediately cease and desist any such unauthorized use, may be assessed a fee equal to the royalty that the Chaîne would have otherwise received in accordance with the policies set forth herein, shall pay all fees and costs incurred by the Chaîne as described below, shall take all actions required to convey to the Chaîne all of his/her/its rights, or may be subject to other appropriate action as determined by the Chaîne Board of Directors. Such actions may be taken with or without notice and may be taken without any meeting or proceeding of which Chaîne Party or other person is notified and may be without the Chaîne Party's or other person's participation, solely at the discretion of the Board of Directors. Any actions so taken shall not be subject to appeal to or review by any person, entity, or court.
 - b. **Continued Violation by Chaîne Party.** In the event the Chaîne receives sufficient evidence that a Chaîne Party continues to violate the Policy after receiving written notice, the Chaîne may take any or all of the following actions:

- (1) The Chaîne Board of Directors may direct a Bailliage to discontinue Membership of the offending Member. The Chaîne may terminate the Member's national Membership in accordance with the By-laws Section 4.1(a) and communicate same to the international organization, or the Bailliage may be terminated by the Chaîne Board of Directors or the Bailli may be replaced by another person appointed by the Bailli Délégué that will cause the Bailliage to come into compliance with this Policy and its obligations. Any Member that violates this Policy is deemed to have acted irresponsibly as that term is used in By-law Section 4.1(a) for purpose of any action that may be taken by the Board of Directors.
- (2) Additional sanctions (monetary and otherwise) as may be assessed by the Chaîne Board of Directors against the Chaîne Party responsible for the continuing violation.
- (3) Appropriate legal action may be taken to enforce the Trademarks in a court of law or administrative government agency which may include relief such as an injunction and/or monetary damages.
- (4) The offending Chaîne Party shall pay to and reimburse the Chaîne for all legal fees and costs of any kind or nature that it incurs because of the violation and any subsequent failure or refusal to correct the actions or to conform to the requirements communicated by the Bailli Délégué on behalf of the Chaîne.

7. **AMENDMENT OF POLICY.** This Policy may be modified from time to time by the Chaîne without prior notice to Chaîne Parties or others. As indicated above, this Policy includes policies already in effect. Amendments to this Policy shall be approved by the Board of Directors and shall be effective at the time made. No notice of changes to this Policy are required for them to be immediately effective as indicated. A copy of the Policy will be accessible on the Chaîne website and it will be updated from time to time as amendments are approved.

8. **TERMINATION.**

- a. **Members.** The licenses granted and usage approved for the benefit of Members shall end coincident with his or her membership termination and without any notice of same being delivered to such person, as each Member is responsible for knowing and complying with the Chaîne's rules and regulations. Immediately upon termination of membership such person shall cease all use of the Trademarks and destroy any business cards or other permitted materials containing the Trademarks. Notwithstanding a termination of the licenses and approvals because of the end of a person's Membership, his or her obligations as stated in this Policy for the protection of and control of use as stated herein shall continue thereafter and without limitation as to time or duration. In addition, the Bailli Délégué or Chaîne Executive Director may terminate by written notice the rights of a Member to use of the Trademarks if there is a belief that this policy is not being followed or the licensed rights are being

used in any manner contrary to the Bylaws, rules, regulations or policies, or any of them, of the Chaîne. Termination notices are effective immediately upon issuance. Willful and knowing violation of this Policy shall constitute grounds for termination of Membership as provided in the Chaîne Bylaws.

- b. **Bailliages, Province or Foundation.** The licenses granted and usage approved for the benefit of Bailliages, Provinces, Foundation, or others, shall end upon the earlier termination of existence either by its actions or otherwise, or as a result of the termination of their status by the Bailli Délégué, or Membership as provided in the Chaîne Bylaws.
 - c. **Continued Use.** All persons including Chaîne Parties to whom a license or approval to use the Trademarks has been granted and who continue to use same after the termination date above described shall pay to the Chaîne a royalty in such amount as determined in the Chaîne's sole description and pay and reimburse to the organization all fees and costs of any kind or nature (including without limitation attorney fees) that it incurs to protect its Trademarks regardless of the nature of the actions taken, be they litigation or otherwise.
9. **COPYRIGHT POLICY.** The Chaîne adopted a policy in or about March 2014, which provides that all materials drafted, prepared for, and used by the organization belong to it and appropriate copyright designations shall be placed on them. That copyright policy is incorporated into this Policy by this reference. It is also expanded so that when written or other materials subject to copyright law are created by any Chaîne Party for the benefit of the Chaîne, including those prepared for any of its Bailliages or Provinces, the Chaîne Party shall execute any documents reasonably necessary and requested by the Chaîne to transfer all rights of ownership in and to them as well as the right to any and all revenue from the sale, licensing or use thereof to the Chaîne. The provisions of this Policy that relate to Trademarks including, but not limited to their protection and enforcement shall similarly apply to copyrighted materials.
10. **RULES AND POLICIES.** Every Member at the time of applying for membership or renewal thereof agrees to abide by the rules, regulations and policies adopted from time to time by the Chaîne that govern its affairs and actions and Chaîne Parties. This Policy is one of those policies the Members have agreed to act in accordance with and be bound by.
11. **NOTICES.** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service (commercial delivery service such as FedEx, UPS, or like carrier) or a professional messenger service, or sent by telecopy, email, or mailed first class, postage prepaid, by certified mail, return receipt requested, addressed to each Party to its address set forth below. All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgement or other evidence of actual receipt or delivery to the address specified above. In case of service by telecopy or email, a copy of

such notice shall also be personally delivered or sent by registered or certified mail, in the manner set forth above, within three (3) business days thereafter. The initial addresses of the Parties are as follows:

If to Chaîne:

Confrérie de la Chaîne des Rôtisseurs, Ltd.
The Chaîne House at Fairleigh Dickinson University
285 Madison Avenue, Madison, New Jersey 07940-1099
Attention: Executive Director

If to Chaîne Member:

To his or her last address on record at the Chaîne National Office in Madison,
New Jersey

If to a Bailliage:

To the attention of the Bailli of the Bailliage at his or her last address on record at
the National Office, except that if it has no Bailli, to the then known officers of
the Bailliage

- 12. RULE OF LAW/INTERPRETATION.** This Policy and its interpretation and enforcement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. All disputes arising from this Policy shall be resolved in the State of New Jersey by mediation or by way of binding arbitration by the American Arbitration Association (“AAA”) or such other alternative dispute resolution agency as the Parties may agree upon. The Parties agree to the designation of a single arbitrator that is mutually selected within ten (10) days following the date of notice from one party to the other of a dispute requiring arbitration. In the absence of agreement, AAA (or the agreed upon alternative dispute resolution agency, if any) shall appoint an arbitrator to hear the dispute. It shall be heard and resolved in accordance with the Commercial Arbitration Rules or comparable rules of AAA then effective (or those of the agreed upon alternative dispute resolution agency for dispute resolution), which form of rules pertaining on the date of the demand for arbitration shall apply and govern the arbitration proceeding. Notwithstanding the foregoing, should the Chaîne’s Board of Directors determine that injunctive or other equitable relief is required to protect its trademarks, copyrights, and other provisions of this Policy, then a proceeding may be commenced in a Court within the State of New Jersey and the Party responsible for the use of it/them shall be deemed to have agreed to jurisdiction with said state and to abide by decisions, orders, and judgments as may be rendered and payment of the legal fees and costs incurred by the Chaîne to protect its rights.

- 13. ABSENCE OF BAILLI DELEGUE.** In the event the Bailli Délégié is unavailable and is not expected to be available for a period of at least ten (10) days and he or she has not otherwise provided written instructions as to whether the Chaîne Executive Director or another national officer should act for him or her during the period of absence, the Chancelier may act for and sign documents on behalf of the Chaîne as may be needed in accordance with the terms of this Policy.

- 14. NOTICE FROM COUNSEL.** To the extent that this Policy provides for notice by the Bailli Délégué or Chaîne Executive Director, a written communication (email, letter, or otherwise) from the Jurisconsult or attorney acting on behalf of the Chaîne shall constitute that notice.