# Regulations for use of the Trademark and/or Logo of The International Bodyguard and Security Services Association ("IBSSA")

# Important read the following Agreement carefully

This Agreement is a legal Agreement between you ("You"/"Your", either an individual or legal entity) and the International Bodyguard and Security Services Association ("IBSSA") which sets forth the terms, which the IBSSA grants, for use of the Trademark and/or Logo identified as, including without limitation of the Trademark and/or Logo components, media, printed material and printed, "online", and electronic documentation

By using the Trademark and/or Logo, (obtained by downloading, copying or any other electronic retrieval method the Trademark and/or Logo), You are taking affirmative action to signify that You are entering into a legal Agreement and agree to be bound by the terms of the Agreement as set forth below including those additional terms and conditions as may be stipulated in any accompanying documentation. If you do not agree to be bound by the below terms, do not obtain by downloading, copying or any other electronic retrieval method the Trademark and/or Logo

You expressly acknowledge that your status under this Agreement shall for all purposes be that of an independent contractor, and not that of an agent, partner, member, joint venture or employee of the IBSSA.

# The IBSSA Trademark and logo are shown below

(I) Logo



(II) Trademark



- (III) The Trade Make and/or Logo are the property of the IBSSA and may only be used by a member of the IBSSA during that member's period of membership.
- (IV) The IBSSA retains the absolute right to withdraw a member's license at any time.
- (V) The Trademark and/or Logo must always be accompanied by the name and address of the member and by the words Member of The International Bodyguard and Security Services Association and registration number.
- (VI) The Trademark and/or Logo may be used only in connection with the provision of bona fide bodyguard and security services.
- (VII) The Trademark and/or Logo may only be printed in full color, corresponding as near as possible to that shown above.
- (VIII) The Trademark shall only be printed in capital letters.

## The Trademark shall not be used

- (I) In a size smaller than [100 x 30 pixel/inch]; nor,
- (II) Larger than [216 x 64 pixel/inch] on printed material; nor,
- (III) Larger than [216 x 64 pixel/inch] on signs. Larger or the same size as the member's Trademark, Logo or name appearing on the same item.

# The Logo shall not

- (I) Be printed in type smaller than [345 x 402 pixel/inch]; nor,
- (II) Be printed larger than [921 x 1073 pixel/inch) on printed material; nor,
- (III) Larger [921 x 1073 pixel/inch] on signs. Larger or the same size as the member's Logo, Trademark or name;
- (IV) The IBSSA name shall always be represented in a size that is smaller than the name of the member:
- (V) Trademark and logo may not be amended in any way.

#### Injunctive and other Compensation

You acknowledge that if You breach any obligations under this Agreement, You shall cause damages of an irreparable and continuing nature to the IBSSA, for which money damages will not provide adequate compensation. Therefore, in addition to any money damages to which the IBSSA is entitled, the IBSSA also is entitled to an injunction to prohibit Your continuing breach of the applicable covenant or otherwise to compel Your specific performance under this Agreement. The IBSSA shall have the right to obtain such injunctive compensation without having to prove any damages or post any bond. If you are legally compelled to disclose any use of the IBSSA Trademark and/or Logo, then, prior to such disclosure, you will;

- (I) Assert the privileged and confidential nature of the Trademark and/or Logo and
- (II) Cooperate fully with the IBSSA in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Trademark and/or Logo.

#### Restrictions

The Trademark and/or Logo are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties and contains intellectual property exclusive to the IBSSA. All right, interest, title to, and ownership and intellectual property rights in, the Trademark and/or Logo and all copies remain with the IBSSA. You are expressly prohibited from utilizing the Trademark and/or Logo for any purpose not permitted in this agreement, including copying the Trademark and/or Logo, other than to make a single copy of the Trademark and/or Logo in machine-readable format for back-up or archival purposes. You are permitted to make copies for your internal use only.

You may not modify or create derivative works based upon any part of the Trademark and/or Logo. You may not distribute copies of the Trademark and/or Logo to third parties. You must comply with all applicable laws regarding the use of the Trademark and/or Logo. The IBSSA reserve all rights not expressly granted.

### **Termination**

The IBSSA shall have the right, in its complete and sole discretion, to terminate the Agreement if you fail to comply with the terms and conditions of the Agreement and as such, breach this Agreement. Upon any termination, you shall discontinue all use of the Trademark and/or Logo.

#### **Notices**

All notices, which concern this Agreement, shall be given in writing, as follows;

- By actual delivery of the notice into the hands of the party entitled to receive it, in which case such notice shall be deemed given on the date of delivery;
- (II) By mailing such notice by registered or certified mail, return receipt requested, in which case such notice shall be deemed given five (5) days from the date of its mailing;
- (III) By Federal Express, UPS, DHL or any other overnight carrier, in which case such notice shall be deemed given two (2) days from the date of its transmission; or
- (IV) By Facsimile or Photocopy, in which case such notice shall be deemed given on the date it is sent, to the parties herein at IBSSA H 1276 Budapest PO Box 28, Attention Legal Department, and at Your address as contained in the IBSSA records, in the case of You. Any party to this Agreement may change its address for notice purposes, by providing written notice of the change of address to each of the other parties.

# Miscellaneous

This Agreement is the entire Agreement between You and the IBSSA relating to the use of the Trademark and/or Logo and;

- (I) Supercedes all prior contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and
- Prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement. If any provision of this Agreement is held invalid, all other provisions shall remain valid, unless such validity would frustrate the purpose of this Agreement, and this Agreement shall be enforced to the full extent allowable under applicable law. No modification to this Agreement is binding, unless in writing and signed by a duly authorized signatory of each party. Any copy obtained by you after obtaining the Trademark and/or Logo, which is subject to this Agreement, shall be subject to all of the terms of this Agreement. Nothing herein shall be construed to limit the IBSSA rights to assign this Agreement to a third party.