

## **PRINCIPIA ATHLETICA PROGRAMME PARTICIPATION AGREEMENT**

This Programme Participation Agreement (“**Agreement**”) is entered force as of the date of the last signature by and between and only between:

**Principia Athletica (“PA”)**

Address: rue de Savelborn, 7660 Medernach, Luxembourg

Email: [compete@principia-athletica.eu](mailto:compete@principia-athletica.eu)

and

**[Company Legal Name] (“Participant”)**

Company No.:

Address:

Email:

PA and Participant are together the “**Parties**”.

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### **1) Purpose and Definitions**

**Trademark** means the word mark “Principia Athletica” and any related brand assets PA provides in writing.

**Approved Product** means only a product (and, where applicable, a specific lot/batch) that PA confirms in writing as approved.

**Programme** means PA’s product testing/verification programme and the Agreement.

**Testing** means any sampling, testing, review, verification, investigation and/or documentation checks required by PA.

### **2) Programme Guarantees, Liabilities and Costs**

2.1 The Programme and Testing are provided as is, without warranties or guarantees.

2.2 Participant remains solely responsible for its products (ingredients, manufacturing, QC, suppliers, labelling, marketing, distribution, and compliance).

2.3 All costs and risks related to the Programme, Testing, Trademark use, Approved Product, Trigger Events, and removal obligations are borne exclusively by Participant.

2.4 PA is not liable for any indirect, consequential, reputational, loss-of-profit or business interruption damages.

2.5 PA may update Programme requirements and fees (including indexation and testing-cost changes) and may communicate publicly about test results, misuse of the Trademark, Approved Products and Trigger Events. Any updates are communicated beforehand.

### **3) Testing, Approval, and Programme Control**

3.1 PA has sole discretion to approve, refuse, suspend, withdraw or reinstate approvals at any time. Participant shall provide information/samples requested by PA free of charge and in a reasonable manner.

3.2 Test results are accepted only if issued by a laboratory approved by PA and clearly identify the product and lot/batch.

3.3 Participant shall not publish Testing results or laboratory identities without PA's prior written consent.

### **4) Trademark Permission for Approved Products**

4.1 PA grants Participant a non-exclusive, non-transferable, non-sublicensable, revocable permission to use the Trademark with respect to the PA brand guideline only:

- (a) on the label/packaging of Approved Products; and
- (b) on Participant's product webpages for Approved Products.

4.2 Using the Trademark in a way that implies Participant endorsement of the company, broad product ranges, or any guarantee (including "full doping-free" certainty) is prohibited.

4.3 If PA notifies a breach of this Section 4, Participant shall remedy it within 15 calendar days.

### **5) Trigger Events and Mandatory Removal**

5.1 A Trigger Event occurs if, in PA's reasonable opinion:

- (a) an Approved Product or any relevant lot/batch fails Testing; or
- (b) the product is the subject of a positive doping test or anti-doping investigation; or
- (c) the Participant breaches this Agreement and its conditions; or
- (d) continued use creates reputational, legal or programme-integrity risk; or
- (e) contract termination.

5.2 Upon PA notice, Participant shall immediately cease use and remove the Trademark from labels/packaging, webpages and related assets immediately and in any event within 15 calendar days, and provide clear evidence of removal within the same period.

5.4 Any reinstatement requires PA's prior written confirmation.

## 6) Contractual Penalty and Enforcement

Failure to comply with Sections 4 or 5 triggers a contractual penalty of EUR 5,000 per affected product/lot/batch plus PA's enforcement costs and reasonable legal fees. The penalty doubles every 10 calendar days until full compliance.

## 7) Term and Termination

7.1 Term: one (1) year from the Effective Date unless terminated earlier.

7.2 Either Party may terminate by written notice effective at the end of the ongoing annual period, except termination is immediate for violation of the Agreement term(s).

7.3 Upon termination, Section 5 applies. Participants must give at least 30 days notice of non-renewal.

## 8) Governing Law and Jurisdiction (Luxembourg)

Luxembourg law applies. Courts of Luxembourg City have exclusive jurisdiction, without prejudice to PA's right to seek urgent injunctive relief in any competent court to stop unauthorised Trademark use.

## 9) Miscellaneous

If any clause is invalid, the remainder remains effective. Notices by email are effective when sent unless a delivery failure message is received. Parties will attempt amicable settlement before litigation.

## Signatures

### Principia Athletica (PA)

Name/Title: Schmit Yves                      Date: \_\_\_\_\_ Signature: \_\_\_\_\_

### Company (Participant)

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_