

LETTER OF COMMITMENT FOR GOLD PARTNERS

A.I.S.E. “Low Temperature Washing Campaign”

A COMMITMENT by _____

(the “Company”) with a principal place of business at _____

(“Headquarters’ Address”) to the “Low Temperature Washing Campaign” (the “Project”) of A.I.S.E., the “Association Internationale de la Savonnerie, de la Détergence et des Produits d’Entretien aisbl” with its legal seat at Boulevard du Souverain 165, 1160 Brussels, Belgium (“A.I.S.E.”), dated _____, ____.

WHEREAS

- A.I.S.E. is an Industry Association of, among others, manufacturers of detergents in Europe, and together with its National Association Members it has a long and successful track record of voluntary initiatives in the environmental and sustainability area;
- In that context A.I.S.E. together with its National Associations is extending an information campaign that aims to raise awareness of consumers on the environmental benefits of washing at low temperatures (such as 30°C), thereby decreasing the environmental burden of household laundry detergents. The campaign is entitled the “Low Temperature Washing Campaign” (the “Project”);
- For the purpose of the Project A.I.S.E. has developed a set of communication materials to be used by the participants to the Project according to specific conditions of use (the “Toolkit”); A.I.S.E. warrants that it has obtained all the necessary permissions of use for the materials of the Toolkit;
- The Project shall be led by A.I.S.E. through producers and distributors of household laundry detergents but shall involve related partners and other external stakeholders to deploy it, including, but not limited thereto, appliance manufacturers, textile companies;
- Companies placing household laundry detergents on the market will be the main supporters of the Project in consideration of their activity; they will be entitled to the participate in the Project in the participants’ category “Core Campaign Leaders” (“Core Campaign Leaders”);



- Companies from partner industries such as textile, appliance manufacturing, retailers, but excluding chemicals will be entitled to participate in the project in the participants' category "Gold Partners" ("*Gold Partners*");
- Companies from "Business to Business" industries that are related to the Detergent industry such as chemical suppliers, but are not eligible as "*Core Campaign Leaders*", will be entitled to participate in the project in the participants' category "Corporate Supporters" ("*Corporate Supporters*");
- Organisations such as consumers or environmental NGOs, or national energy agencies will be entitled to support the project in the participants' category "*Institutional Partners*";
- A.I.S.E. will monitor progress throughout the initiative and will publish a "Close-out Report" at the end of the initiative to present the achievements of the Project;
- Further details on the principles and the aims of the *Project* are set out in the "Project Description" document, which is annexed to this document in Appendix 2 ("*Project Description*");
- The *Project* will officially open as of 2 November 2015. *Gold Partners* will be allowed to sign up to the *Project* from 15 December 2015 until 1 October 2016, with expected indication of interest by 1 December 2015. The *Project* will be activated as of 1 January 2016 when companies are allowed to start making public use of the *Toolkit*. The *Project* will last until 31 December 2016 ("*Term*"), after which the *Company* will only be allowed to exhaust stocks of communication material specifically produced for the *Project*. Additional information in the *Project's* schedule is laid down in point 4 of the *Project Description*;
- The *Project* is intended to run in Belgium, Denmark, France and United Kingdom (the "*Territory*"); the final geographical scope of the *Territory* will be officially confirmed by A.I.S.E. on 10 December 2015 at the latest on basis of the commitment made by *Core Campaign Leaders*;
- The *Company* has applied to A.I.S.E. to be recognised as participating in to the *Project* in the category "*Gold Partners*" and has agreed to make the commitments set out below;
- A.I.S.E. is satisfied that the *Company* is active in an industry related to the Detergent Industry (except from the chemical suppliers) in the country(ies) of the *Territory* for which it wishes to commit, and as such meets the eligibility requirements of the *Project*.

The *Company* HEREBY COMMITS to the *Project* ("*Commitment*").

WHEREBY the *Company* shall:

- Participate in the implementation of the *Project* by deploying the communication material designed by A.I.S.E. at the conditions described herein;
- Strive to deploy the communication material designed by A.I.S.E. and listed in Appendix 2 of the *Project Description*, in accordance with the Conditions of Use and the Design Guidelines laid down in Appendix 3 and 4 of the *Project Description* ("*Conditions of Use*"). The *Company* shall make optimal use of the *Toolkit* during the activation period, to which it



shall have free access, through its communication channels. It is encouraged to use the generic and customisable elements of the *Toolkit* as well as the tools provided by the National Associations and use them as see fit.

- Participate in the *Project* and use the communication material in good faith so as not to bring them into disrepute;
- Select in which countries of the *Territory* to participate in the *Project* ("*Nominated Countries*") and communicate it to *A.I.S.E.* by filling in the table of "Countries of interest" annexed in Appendix 1.
- Respond to requests for collection of data (in full confidentiality) made by *A.I.S.E.* with the aim to monitor progress achieved throughout the *Project* and help preparing the *Close-out report* at the end of the *Project*, as set in point 7 of the *Project Description*.

This *Commitment* shall remain in full force and effect until the end of the *Project* life (31 December 2016). It may either be terminated:

- a. by the *Company* at any time serving not less than two (2) months' written notice upon *A.I.S.E.* of its withdrawing its subscription to the *Project* or
- b. by *A.I.S.E.* serving not less than two (2) months prior notice upon the *Company* following the *Company's* failure to meet the material requirements under the *Project* and/or this *Commitment*, or to comply with the Conditions of Use, provided, however, that *A.I.S.E.* must inform the *Company* with written notice to the Headquarters' Address specifying the *Company's* material failure or material breach.

The following procedure shall be followed:

- As soon as *A.I.S.E.* becomes aware of an alleged infringement by the *Company*, it will write to the *Company* giving full particulars of the event that might constitute an infringement of the *Commitment* taken, including the time period to remedy the infringement. The *Company* shall reply in writing within twenty-eight (28) days.
- In the event that the *Company* agrees its behaviour does constitute an infringement of its *Commitment*, it shall remedy the breach within sixty (60) days (not including the twenty-eight (28) days indicated above) as requested by *A.I.S.E.* in the letter referred to above. This remedy may include a requirement to cease use one or more elements of the *Toolkit* until the infringement has been remedied.
- If such failure/breach is cured by the *Company* within sixty (60) business days from receipt of such notice the termination by *A.I.S.E.* for the respective failure or breach shall be null and void.
- In the event that *A.I.S.E.* and the *Company* do not come to an agreement on the alleged infringement, *A.I.S.E.* will refer the matter to an independent verifier whose assessment will be definitive for the purpose of assessing the infringement.
- If the verification carried out shows proof of an infringement, *A.I.S.E.* reserves the right to charge the *Company* a fee covering the administrative expenses incurred by the *A.I.S.E.* for this verification up to ten thousand (10,000) Euros per country where one or more infringements are deemed to have taken place, payable within twenty-eight (28) days. Where the verifier confirms the infringement, the *Company* will be requested by *A.I.S.E.* to remedy the infringement within sixty (60) days. The remedy may include a requirement to cease use of the on-pack communication material on the infringing products until the infringement has been remedied.

Termination may also be sought for the *Project* if the breach is not remedied, in the country



where the breach has taken place and has not been remedied, or for the whole *Project*. For the *Company* it shall signify the obligation to stop the use of the Toolkit within two months from notification of termination by *A.I.S.E.*

A.I.S.E. reserves the right to stop the campaign at any time where it is deemed necessary and shall terminate this *Agreement* accordingly, with no financial compensation to be paid to the *Company*. In particular *A.I.S.E.* will confirm the activation of the campaign in the second half of December 2015 based upon an assessment of the commitment received from *Core Campaign Leaders*.

The commitments and rights, duties and responsibilities of the *Company* and *A.I.S.E.* under this agreement shall continue in full force and effect during any notice period.

If any provision or term of this *Agreement* or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this *Agreement* and shall be deemed to be deleted from this *Agreement* provided always that if such deletion substantially affects or alters the commercial basis of this *Agreement* the parties shall negotiate in good faith to amend and modify the provisions and terms of this *Agreement* as may be necessary or desirable in the circumstances.

Any *Company* dissatisfied with any decision made by *A.I.S.E.* in relation to *the Project* which may prejudice its interests, with the exclusion of decisions following which participation to the *Project* is not granted, may refer the matter to the *A.I.S.E.* Board who will render a decision, after considering the *Company's* representations.

If the *Company* wishes to challenge the decision rendered by the Board or an *A.I.S.E.*, it shall refer the matter to the Courts of Brussels, Belgium.

This Agreement shall be governed by and construed and enforced in accordance with the substantive law (without regard to conflicts of law provisions) of Belgium.

Signed by:

Signature:.....

Name:.....

Position:.....

For and on behalf of the *Company*

Please contact person, telephone and email for communication throughout the project:

.....



Appendix 1**Countries of interest for the Company ("Nominated Countries")**

Company:

#	Country	Is committing to the <i>Project</i> in the following countries: (Please tick the appropriate boxes)
1	Belgium	<input type="checkbox"/>
2	Denmark	<input type="checkbox"/>
3	France	<input type="checkbox"/>
4	United Kingdom	<input type="checkbox"/>



Appendix 2

Project description

