

# **The Guideline for use of Ledouble Trademarks & Copyrighted Work**

Issued on July 5, 2018  
Decision by ACHIEVE CO., LTD.

\*The governing language of this Agreement shall be Japanese. The English translation hereof is made for reference purpose, only the Japanese original shall have the effect of a contract and the English translation shall have no effect.

The purposes of this Guidelines is to formulate the rules of using in connection with the trademarks “Ledouble” or registered trademarks thereof owned by ACHIEVE CO., LTD. (hereinafter referred to as “ACHIEVE”), and other marks which are likelihood of confusion with the registered trademarks to be used with the products of the cosmetics namely eyelid doubling makeup, Double eyelid tapes, eye liner, liquid eyeliners, cosmetic preparations for eyelashes, make up, cosmetics, adhesives for affixing false eyelashes, adhesives for cosmetic purposes and soap products.

The Guideline shall be applied to all the marks, service marks, the doing business as name and the trade name owned by ACHIEVE.

ACHIEVE’s marks, and their doing business as name are their original and important intellectual property. Thus, the rules showed in the Guideline shall be observed in order to protect their intellectual property.

## **1. Grant of permission to use**

The trademarks as indicated in this Guideline shall be used so as to show that ACHIEVE is a legal owner, developer and Licensor as being connected with the products “Ledouble” in all business including retail or wholesale in connection with the products of the cosmetics,

Subject to the use of the marks specified in the Guideline are as follows.

(1) Licensee shall use the ACHIEVE s marks with the goods or products which shall be expressly instructed by ACHIEVE as being subject to using with the marks for sale.

In addition, licensee shall use the mark with the body of the product, package of the products, products manuals, catalog or leaflet for the goods, price list or business papers relating to the goods, invoice and elsewhere, or use the mark in the displaying or distributing advertisements, under the Guideline.

(2) Licensee may use the marks for internet selling or in distributing advertisements in the way through an image viewer by electromagnetic method i.e. internet.

When the marks/name of “Ledouble” are in use in advertising or promotion in connection with the ACHIEVE’s goods, or the marks/name of “Ledouble” are in use on a catalog or leaflet which show the ACHIEVE’s goods, the using shall be subject to the preliminary review by ACHIEVE or their agent(s)/ distributing agent(s) authorized by ACHIEVE.

(3) Licensee shall establish a link to the ACHIEVE’s official website which describes ACHIEVE's products.

## **2. Observant of the Guideline**

In connection with the use of the marks, a corporation/ a sole proprietor who falls under any of the following items, shall comply with the legal obligation as indicated in this Guideline.

(1) A company affiliated with ACHIEVE or a company and their subsidiary who contracts a business alliance with ACHIEVE.

(2) A corporation/ a sole proprietor who contracts an Agency Agreement/ /Distribution Agreement with ACHIEVE, and is also granted to use the marks under the terms of a licensing contract for use of the marks in connection with the cosmetics sales business, or other distributor approved by ACHIEVE. (Authorized distributor) (**Note:1**)

(3) “Sub Licensee” namely a corporation/ a sole proprietor/authorized distributor entrusted with the cosmetics sales business in related to the ACHIEVE’s products by the licensee under paragraph (2) immediately above. In this case, the sub license shall be subject to the preliminary authorization regarding the Sub License from ACHIEVE. (**Note:2**)

(**Note:1**) Under the Guideline, the “License” is the Non-exclusive license as provided in the Japanese Trademark Law. Thus, the License Agreement contracted between the licensee and ACHIEVE is not jeopardized validity of the legal agreement, whether or not the trademark is recorded at the Trademark Office in the licensee’s country.

(**Note:2**) Any individual or legal entity shall be regarded as having violated the right under trademark if they have made use of a registered trademark without authorization of the ACHIEVE or the corporation/ the sole proprietor who contracts an Agency Agreement/ /Distribution Agreement with ACHIEVE.

### 3. Trademarks protection as object of the Guideline

Trademarks protection as object of the Guideline (hereinafter referred to as “Ledouble marks” comprehensively) are as follows.

- (1) The trademark consisted of Standard Characters.

Ledouble

- (2) The trademark consisted of KATAKANA Characters.

ルドゥーブル

- (3) Stylized mark ... two versions

Ledouble

- (4) The marks which are confusingly similar with the above indicated marks and set forth by ACHIEVE.

### 4. Rules that Apply to Trademarks in General

When using trademarks as indicated in the above Article 3, the licensee shall observe some specific rules regarding the use modes of the trademarks as followings.

- (1) Ledouble marks should not be altered or amended regarding the arrangement of characters or design of the marks. The mark should not also be arranged to a mirror image of the appearance. Thus, except as otherwise prescribed contract with ACHIEVE, the Ledouble marks should not be altered or amended in any way.

- (2) The first letter “L” in the Ledouble marks shall be described in uppercase and the other letters “edouble” shall be described in lowercase. Thus, ACHIEVE inhibits the change lowercase letters to uppercase and vice versa in general.

Therefore, always spell and capitalize of Ledouble marks are described exactly.

- (3) The Logo mark may be resized in using of the marks. However, ACHIEVE exhibits rescale of the marks. (**Note:3**)

(4) The licensee shall use the Ledouble marks as indicated in Item (3) of Article 3 to be displayed on the body of the product and the package of the products as a rule.

(5) The wording of the alphabet characters “Ledouble” mark and the KATAKANA characters “ルドゥーブル”mark, excluding the Logo mark, may be described as the products name in the structure of a sentence indicated in the products manuals, catalog or leaflet for the goods, price list or business papers relating to the goods.

In addition, where special circumstances warrant, and the licensee wants to use the wording of the alphabet characters “Ledouble” mark and the KATAKANA characters “ルドゥーブル (Ledouble in Katakana)” mark to other than in the structure of sentence, he shall apply for permission to use the mark in the manner and obtain a permission by ACHIEVE before proceeding to the use of the mark.

**(Note:3)** For example, the area ratio of the Logo and the wording of the combined mark shall NOT be changed. In addition, the aspect ratio of the Logo and the wording of the combined mark shall NOT be changed.

※Examples of prohibited use



## 5. Description of the registered mark

(1) The following sentence, which described in Blue letters as followings, shall be described with the Ledouble mark(s) appeared in a printed piece (on the same surface/the business paper, the website.).

『Ledouble』の商標は株式会社アチーブのオリジナルブランド又は登録商標であり、〇〇社は、“Ledouble” の正規販売代理店として許諾を受けて使用しています。

(An actual example; The wording and the mark of “Ledouble” are the original trademarks or registered trademarks owned by ACHIEVE CO., LTD., in (your country). We, 〇〇, are the

official sales representative store authorized to use the marks by ACHIEVE CO., LTD.)

(2) The description of the mark of ® or TM

Generally, it is not necessary to append the mark of ® or TM to the Ledouble marks.

ACHIEVE will announce when it would be necessary to append the mark of ® or TM to the Ledouble marks.

## **6. Documenting of the mark or products name**

(1) In the case of using the wording of the alphabet characters “Ledouble” mark and the KATAKANA characters “ルドゥーブル (Ledouble in Katakana)” mark as parts of a sentence, it may be used as name of the Ledouble’s products. However, the marks should not be described to be a general term of the cosmetics goods. Since the wordings of “Ledouble” and “Ledouble in Katakana” should be used to be a “trade mark relating to goods” and should not be used to be a doing business as name or a general term of the goods, the licensee shall not use the wordings to be a noun, on adjective, a verb or a genitive case thereof.

In addition, in the case of using the wordings together with the wordings of “cosmetics” or “eyelid doubling makeup” and the like, the wordings of “Ledouble” and “Ledouble in Katakana” shall be described to be put in double quotation marks “ ”.

### **【The list of errata [corrigenda]】**

Correct: This store sells two “Ledouble” cosmetics.

Correct: “Ledouble” cosmetics manufactured and Sold by ACHIEVE CO., LTD., for sale.

Correct: New cosmetics products are marketed under the brand of “Ledouble” of ACHIEVE CO., LTD.

Not Correct: This store sells two Ledoubles.

Not Correct: New cosmetics Ledouble

Not Correct: Ledouble manufactured and Sold by ACHIEVE CO., LTD., for sale.

(2) The wordings of “manufactured and Sold by” must appear after the wording of “Ledouble” at the first time it appears in a printed piece, and as often as is reasonable after that.

Correct: “Ledouble” manufactured and Sold by ACHIEVE CO., LTD.

Correct: The eyelid doubling makeup “Ledouble” manufactured and Sold by ACHIEVE CO., LTD.

(3) Even if it is necessary from a from a marketing strategy, the licensee should not use the “Ledouble” marks translated into the official language of his country or the stylized “Ledouble” marks created in the official language, without express written permission from ACHIEVE. In addition, when the licensee use the products name in the official language for sale, the products name shall be described together with the wording “Ledouble” in English.

## **7. Prohibitions**

(1) The Ledouble marks shall not be described without expressly written that the licensee is the official sales representative store authorized to use the marks by ACHIEVE.

(2) The Ledouble marks shall not be described together with the licensee’s or any third party’s company name, products name or service name, in a printed piece (on the same surface/page of the package of the products, the business paper, the website.). The rule is an imperative duty, because these actions may pollute or dilute the distinctiveness and competitiveness of the trademark.

Thus, licensee must be especially attentive to the point that ACHIEVE charges a penalty to the person/party who has violated the provision in this article.

(3) Licensee shall not use the Ledouble marks in a manner that would imply ACHIEVE’s affiliation with or endorsement, sponsorship, or support of a third party’s product or service.

Therefore, ACHIEVE prohibits the use of the Ledouble marks whereby vendors and purchasers would misidentify that the “Ledouble” products are affiliated with or endorsement, sponsorship, or support of a third party’s product or service.

(4) Licensee shall not use the Ledouble marks or any other ACHIEVE -owned graphic symbol, logo, or icon in a disparaging manner.

## **8. Sublicensing**

Without a prior written consent of ACHIEVE CO., LTD. (Item 3 of Article 2), the licensee may not assign or sublicense its rights, duties or obligations under the License Agreement as indicated in this Guideline to any third party, whether in whole or in part. If ACHIEVE would be damaged due to trademark infringement or unfair competition arising from any breach of duty in this Article by the licensee, ACHIEVE may take a legal action against the licensee.

## **9. Copy Right**

Licensee acknowledges and agrees that the exclusive rights to all copyrights (especially regarding slogan and catchphrase) and trademark used on or in connection with the licensed products shall remain the sole property of ACHIEVE Thus, without a prior written consent of ACHIEVE, licensee may not use or imitate the same.

## **10. Mail and SNS**

Without a prior written consent of ACHIEVE, licensee may not describe and write about the Ledouble marks and Ledouble name in a User's mail, SNS and so on. When the Ledouble marks and Ledouble name are described exceptionally without permission of ACHIEVE, licensee shall use the marks and the name together with the phrase indicated in Item 1 of Article 5 in this Guideline.

## **11. Domain Names**

Licensee may not use an identical or virtually identical Ledouble marks as a second or third level domain name exemplified as followings.

“achieve.com”, “achieve.cn”, “achieve.hk”, “ledouble.com”, “le-double.com”, “ledouble.cn”, “ledouble.hk”, “ledouble@achieve.com”, etc.

ACHIEVE's trademarks, service marks, trade names, and trade dress are valuable assets. In these guidelines mentioned above, you help us protect our valuable trademark rights and strengthen our corporate and brand identities.

**株式会社アチーブ**

ACHIEVE CO., LTD.

**代表取締役社長 本多 梅乃**

CEO, Umeno Honda (Ms.)