



WTF TRADEMARK BYLAWS

In effect as of May 10, 2015

Introduction

The following Bylaws on Trademarks (the “Trademark Bylaws”) have been adopted and enacted pursuant to Article 25.3 of the World Taekwondo Federation (The “WTF”) Statutes (“Statutes”). The definitions in the Statutes shall have the same meaning hereinafter.

Article 1: Trademarks

- 1 The WTF is the owner of certain Trademarks (all of them hereinafter referred to as the “Trademarks”), including “World Taekwondo Federation”, “WTF”, and the WTF Logos further described in Appendix A.
- 2 The WTF has registered, or will take all the necessary measures related to the registration of one or all of the Trademarks in certain countries. A Member National Association (“MNA”) is not to register the Trademarks in its own name.
3. The countries in which Trademarks have been registered shall be provided upon request.
4. In countries where MNAs of the WTF are domiciled but where, for reasons of local law, trademark protection does not rely on registration but on another basis (e.g. on common law), the WTF and the MNA (s) concerned shall take appropriate measures to protect the Trademarks in such countries.

Article 2: Trademark License

1. Upon the effectiveness of its membership, a MNA is granted a revocable, non-exclusive, royalty-free permission (the “License”) to use the Trademarks in accordance and in compliance with these Trademark Bylaws and the standards of quality and schedule of conditions as prescribed in Logo which are incorporated herein.
2. A MNA may use the Trademarks for so long as its membership continues or it is not subject to suspension, discontinuation or expulsion proceedings pursuant to the WTF Statutes. A MNA’s right to use the Trademarks may be restricted or terminated if it breaches the terms of these Trademarks Bylaws.
3. The License granted to each MNA cannot be assigned or sub-licensed, directly or indirectly, wholly or partially, by any MNA without the prior written consent of the WTF Secretary General.
4. In the event a MNA assigns or sub-licenses, even with approval by the WTF, it shall bear all responsibility and liability with respect to ensuring compliance with these Trademark Bylaws by those whom it has licensed. Each MNA shall be required to ensure

that such persons sign a license agreement, which shall be provided by the WTF upon request. The Secretary General may, if he deems necessary, require evidence of the Trademark use by MNA or by those whom it has licensed to verify that the intended use is in compliance with the Trademark Bylaws.

5. Any license issued by the WTF is not to be considered as being part of the assets of any MNA and may not be used by a judiciary administrator or liquidator. The license may not be sold or put up for sale by auction in the event of bankruptcy or winding-up of any MNA. The license granted to such MNA shall automatically be deemed terminated and cease to be effective.

6. Trademarks may be licensed by the WTF to the Continental Unions, which shall be in accordance with a separate licensing agreement between the WTF and the Continental Union.

Article 3: Protection of Trademarks and License

1. Each MNA wishing to use the Trademarks shall, to the extent permitted by, and subject to mandatory provisions of any national laws applicable, undertake all reasonably necessary steps towards the protection of the Trademarks, including but not limited to, the registration at the MNA's own expense of the License in the country of origin of the MNA in this respect.

2. If any MNA becomes aware of any infringement of the Trademarks, it shall immediately advise the WTF Secretary General thereof. The MNA shall in particular inform the WTF Secretary General of all word marks or device marks of which it becomes aware of that are used as trademarks, signs, names, company names and commercial names etc. and show some similarity or likeness with the Trademarks.

Article 4: Permitted use of the Trademarks by MNAs

1. Each MNA agrees to use the Trademarks for the general promotion of Taekwondo and the World Taekwondo Federation and shall not use the Trademarks for commercial purposes or in any manner which may be considered as being detrimental to the WTF or Taekwondo.

2. MNAs may have the right to include the wordmark or devicemark in their corporate names, subject to signing a separate license agreement with the WTF.

Article 5: Breach of the Trademark Bylaws

1. In the event of a breach of the Trademark Bylaws or a license, the WTF shall send a formal letter of complaint to the MNA or the MNAs within a Continental Union whereby the MNA(s) shall be asked within one month of receipt of the letter of complaint to rectify the breach and if necessary remove the offending material from circulation.

2. In the event that the breach is not rectified within one month or earlier as the case may be, the matter shall be immediately submitted to the WTF Secretary General who may decide to suspend the relevant MNA(s) License to use the Trademarks. If the

matter is not resolved, a motion to terminate a license issued to the relevant MNA(s) shall come before the WTF Council.

3. The WTF reserves the right to impose a penalty on a MNA who breaches the Trademark Bylaws. The amount of the penalty shall not exceed \$10,000 (US Dollars) for each breach by a MNA, each breach being defined as a failure or a series of failures related to the same original failure to comply with the Trademark Bylaws. The exact amount of the penalty shall depend on the gravity of the breach and shall be decided by the WTF Council. The imposition of a penalty shall be without prejudice and in addition to the right of the WTF to seek compensatory damages and other relief from a MNA or a third party pursuant to the relevant national law.

4. The WTF shall have the right to take proceedings of any nature with respect to any breach of the Trademarks Bylaws by an MNA or a third party including but not limited to the right to initiate injunctive proceedings or relief. A MNA may take proceedings against those whom it has licensed but may not take proceedings against another MNA.

Article 6: Permitted use of the Trademark by non-MNAs

1. The WTF Secretary General may grant a license to use the Trademarks to non-MNAs who are engaged in activities related to Taekwondo or the Olympic Movement. Upon demand, the non-MNAs will be required to submit evidence to the WTF Secretary General of how they intend to use the Trademarks, which must be consistent with the license

Article 7: No Guarantee, No Liability

1. The WTF does not guarantee the registration of the Trademarks in all countries of the world. It is the responsibility of each MNA to verify with the WTF Secretary General whether a particular Trademark is effectively registered in any particular country.

2. The WTF does not guarantee the validity of the Trademarks or the absence of prior trademarks in any particular country.

3. The WTF cannot be held liable and will not indemnify a MNA for any damages that it may be required to pay to third parties as a consequence of a legal action arising out of the use of the Trademarks by a MNA or a third party or as a consequence of a decision by a court or other authority to void the license for reason of non-use of the Trademarks.

4. The WTF shall require any MNA, any party licensed by the MNA, and any party licensed by a licensee of the MNA to indemnify the WTF in full for any loss or damage which the WTF suffers as a result of a claim by a third party arising out of unauthorized use of the Trademarks.

5. MNA's who are members of a Continental Union shall be jointly and severally liable for the acts or omissions arising out of the use of the WTF Trademarks by the Continental Union and shall further be individually and jointly bound by these Trademark Bylaws for said use.

Article 8: Governing Law, Dispute Resolution

1. The license granted to any MNA pursuant to the Statutes as well as these Trademark Bylaws shall be governed by the laws of Korea.
2. Article 30.1 of the WTF Statutes regarding dispute resolution and the Dispute Resolution Bylaws shall apply for any and all disputes arising out of or in connection with these Trademark Bylaws and any license granted hereunder.
3. Notwithstanding the Dispute Resolution proceedings, the WTF reserves the right to proceed against a breaching/offending party for injunctive proceedings or relive in the appropriate court/forum.

Appendix A to WTF Trademark Bylaws

World Taekwondo Federation Logos



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