

ADMISSION CRITERIA FOR ASSOCIATE PARTNERS

The consortium of the Healthy Seas initiative consists of three founding partners (the ECNC Group, Aquafil and Star Sock) and will accept Associate Partners (AP) in accordance with the conditions stated below.

A) Responsibilities of the founding partners

A1) The founding partners will ensure that all actions and activities undertaken by all accepted APs in relation to the Healthy Seas initiative comply with the Consortium's stated commitment, as described in Article 4.1 of the Memorandum of Cooperation (MOC) signed on 26 February 2013.

A2) The founding partners will support and facilitate all AP initiatives which, without prejudice to A1 above, will increase the Healthy Seas initiative's visibility at governmental, non-governmental, business and consumer level. Prominent visibility of the initiative (and of all the companies and brands associated with it) will encourage the founding partners and APs to continue to provide their support, which is essential to the initiative's growth and success.

A3) A founding partner may introduce candidate APs to the other founding partners. The admission of a new AP to the Consortium will be granted if all of the founding partners vote in favour of the proposal. The individual founding partner that presents the candidate AP should briefly describe the main reason for the candidate AP to join the initiative and the contribution which it will make to the initiative's growth and success. The presentation and acceptance of an AP can take place via email.

B) Basic obligations of Associate Partners

B1) APs will make a cash contribution of a minimum of €5,000.00 (five thousand euros) for AP Donors (APD) or a minimum of €15,000.00 (fifteen thousand euros) for AP Members (APM). This contribution shall be paid to the Healthy Seas Fund within 15 days after notification of acceptance, to cover the first year of membership. Associate status will expire at the end of the twelfth month following the date of receipt of the cash contribution. Associate status may be renewed annually for a further period of one year, under the same conditions and upon payment of a cash contribution of the same minimum amount.

B2) An APD cannot be a business that is involved in any manner in the manufacturing, transformation, trading, branding or licensing of polymer, plastic, apparel, garments, carpets, fabric, yarn, textile or components containing polymers or plastic. APDs have the right to use the partner logo of the Healthy Seas initiative; this logo will not include the ECONYL® logo.

B3) An APM is a partner whose activities include the manufacturing, transformation, trading, branding or licensing of polymer, plastic, apparel, garments, carpets, fabric, yarn, textile or components containing polymers or plastic, also in those cases where this is applicable only to a minor portion of the proposed

APM's activity. APM will be allowed to use only and strictly the specific Healthy Seas initiative partner logo, which includes the ECONYL® brand logo. APM acknowledge that the use of the initiative's logo and of the initiative's promotional material will be authorized only in association with the use of the ECONYL® brand name, and will be subject to the ECONYL® products and brand name use regulation.

B4) For each new individual APM applicant, and for each new individual activity of a new or an existing APM, where the sales of products featuring the Healthy Seas name or logo are in any manner part of the activity itself, the Steering Committee of Healthy Seas has given to Aquafil the undivided right to

- a) **wave** the obligation on the use of the ECONYL® brand and storyline,
- b) **forbid** the use of the ECONYL® brand and storyline,
- c) **include** any individual arrangement, advantage, protection and/or obligation, in order to grant acceptance to each individual new APM, or to make the membership more appealing to the proposed new APM.

Individual arrangements might include a revision to the minimum yearly cash contribution of the new APM. The APM application and acceptance process will not be managed through the standard APM application form, and will be subject to the signing of a specific individual agreement describing the rights and the obligation (including the use of the ECONYL® brand and storyline) of the APM to whom individual conditions has been granted.

C) Basic rights of Associate Partners

C1) By becoming an AP, Aps agree that they will not make use, reveal or divulge to any person or entity, any information concerning the Healthy Seas initiative. This restriction will continue to apply after the termination of Associate status without limit in point of time but will cease to apply to information or knowledge which may come into the public domain.

C2) Under the conditions set forth in paragraphs B2 and B3 above, APs have the right to use the initiative's logo in promotional campaigns, communication documents and activities related to Healthy Seas.

C3) The name and logo of the AP will appear in all material produced by the Consortium for public events (e.g. governmental and NGO conferences, activities within the local community, etc.) and other promotional material produced by the Consortium for use with governments, NGOs, education or business.

D) Basic requirement for admission as an Associate Partner

Candidate APs will declare that they fully understand the key intention and operational logic of the Healthy Seas initiative, as described in the first paragraph of Article 2 and in Articles 4.1 and 8.1 of the MOC signed by the three founding partners on 26 February 2013.