

ATL[®] **AERO TEC LABORATORIES**

USA

UK

ATL RACING FUEL CELLS DIVISION

03-28-12

Dear ATL Distributor,

ATL has been granted authorization to use the coveted "FIA Approved" logo in its marketing and advertising materials. As a manufacturer, we have the right to extend this same opportunity to our loyal distributors. If using the FIA insignia sounds like something that could be a part of your ATL marketing plans, then we encourage you to read on.

The FIA (Fédération Internationale de l'Automobile) is the governing body for World Motor Sports and the federation of the world's leading motor racing organizations.

As you may already know, all ATL Fuel Cells meet the stringent FIA safety standards and are FIA approved for use in most every form of motor racing worldwide. Hence, ATL has earned the opportunity to use FIA's trademark in its ads and catalogs.

However, there are a number of strict guidelines that are associated with this approval. One of them is notifying all ATL distributors, like yourself, and supplying you with a copy of the terms for the use of the FIA logo within print and electronic advertising, if you choose to use the FIA mark in your own promotions.

We ask that you please carefully read over these terms (attached) and ONLY use the "FIA Approved" logo in association with ATL Fuel Cells.

Thank you for your cooperation in this matter. If you would like to use the FIA logo when marketing ATL products in print, video or on the web, please email ATL's Jeff Heetzler (jheetzler@atlinc.com) for digital images of these logos.

Sincerely,



Jeff Heetzler
Marketing Director
ATL Fuel Cells
www.atlfuelcells.com



Example of FIA Approved Logo

OF-236

World Headquarters

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THE WORLD LEADER IN FLEXIBLE COMPOSITE TECHNOLOGY



FEDERATION INTERNATIONALE DE L'AUTOMOBILE

Terms of Use for the Commercial Logos "FIA Approved" and "FIA Compatible"

These Terms of Use ("Terms") govern FIA's relationship with Manufacturers of products homologated by FIA and their Distributors (hereinafter jointly referred to as "Users") concerning the use of the Commercial Logos. FIA grants to the Users a non-exclusive revocable right to use the Commercial Logos depicted in **Schedule 1** ("Logos") and the phrases "FIA Approved" and "FIA Compatible" ("Phrases") (the Logos and the Phrases are hereinafter jointly referred to as the "Licensed Rights") in support of products homologated by FIA.

1. Grant of Licence

The grant of this licence shall be subject to the acceptance by the User of the Licensed Rights of these Terms, the Brand Guidelines attached as **Schedule 2**, as well as any other conditions, directives or requirements as may be notified to User by FIA from time to time. Use of the Licensed Rights shall imply User's acceptance of these Terms.

2. Distributors

- 2.1. The Manufacturer shall provide each Distributor of products of the Manufacturer homologated by FIA with an electronic or hard copy of these Terms prior to providing copies of the Logos to the Distributor.
- 2.2. The Manufacturer shall use its best endeavours to ensure that its Distributors abide by these Terms and that the Distributors respect and meet all applicable conditions, terms and modalities set out herein. The Manufacturer shall follow any guidelines FIA may provide in this regard.

3. Use of Licensed Rights

- 3.1. The Licensed Rights shall be used in connection with the advertising and marketing of products homologated by FIA only. The Licensed Rights shall not be used in any manner that FIA may consider to be contrary to these Terms or to the reputation or interests of FIA. In case of doubt, the User shall seek clarification from FIA prior to any anticipated use.
- 3.2. At the request of FIA the User shall provide FIA with any information as to the use of the Licensed Rights that FIA may reasonably require.
- 3.3. The User shall not substantially alter, change or distort the Licensed Rights.

4. Duration

The Licensed Rights shall be limited in time to the duration of the homologation granted by FIA to a certain product or to the earlier termination by FIA of the User's rights hereunder.

5. Limits to Right

No rights are being granted except for those explicitly granted herein. In no event shall the User be authorised to use the name, acronym and/or emblem of the FIA in any manner and for any purpose whatsoever, except as may explicitly be agreed in writing by FIA.

6. Ownership of Licensed Rights

- 6.1. The User acknowledges and agrees that FIA is the sole and unencumbered owner of the Licensed Rights and that all goodwill and other rights and benefits derived from the use by the User of the Licensed Rights shall inure to the benefit of FIA. FIA may at any time call for a confirmatory assignment of such rights, benefits and goodwill and User shall execute it as soon as practicable.
- 6.2. The User shall not do, or omit to do, anything to diminish the rights of FIA in the Licensed Rights or impair any registration of the Licensed Rights. The User shall not apply for, or obtain, registration of the Licensed Rights, or any signs confusingly similar thereto (including the FIA name and word mark), or generally any of the intellectual property pertaining to FIA, including internet domain names, for any goods or services or otherwise in any country.

7. Protection of Licensed Rights

- 7.1. The User shall, as soon as it becomes aware, inform FIA of any third party activity that may infringe FIA's right, title and interest in the Licensed Rights. The User acknowledges that FIA shall have conduct of all claims, actions and proceedings relating to the Licensed Rights.
- 7.2. If FIA fails to enforce any part of these Terms, it will not be considered a waiver.

8. Liability

The Licensed Rights are being provided without warranty of any kind, either express or implied, including without limitation, any warranty of title or of non-infringement. Use of the Licensed Rights is solely at the User's own risk. The User agrees to indemnify and hold harmless FIA from and against the full amount of any and all claims and liabilities, losses, damages or expenses, direct or indirect, including legal fees and costs, which are or may be made, filed or assessed against FIA at any time and based on or arising out of the User's (i) use of the Licensed Rights; or (ii) breach of these Terms, any law, or the rights of any third party.

9. Termination

- 9.1. FIA may terminate the User's right to use the Licensed Right with immediate effect and without cost or liability if in FIA's view the User's use of the Licensed Rights is not strictly in accordance with these Terms, or breaches any law or the rights of any third party.
- 9.2. If FIA terminates the User's right to use the Licensed Right, FIA may issue a public statement describing the reasons for such termination.
- 9.3. Upon termination as referenced under clause 9.1 above, the User will cease use of the Licensed Rights and of any other intellectual property in which FIA has rights in whatever form or media, be it online or offline.

10. No Assignment, no sub-licensing

These Terms and the rights and obligations provided hereunder shall not be assigned, sub-licensed, transferred or otherwise alienated by the User without the prior written consent of the FIA.

11. Severability

- 11.1. If any term, provision or condition of these Terms is held to be invalid, void or unenforceable such invalidity, voidness or unenforceability shall not invalidate the remainder of these Terms, all of which shall remain in full force and effect.
- 11.2. These Terms set forth the entire understanding and agreement between FIA and the User with respect to the Licensed Rights, subject to any additional terms, including changes, as may be notified by FIA from time to time.

12. Governing Law and Language

- 12.1. These Terms (including, without limitation, any non-contractual obligations or liabilities arising out of it or in connection with it) are governed by and are to be construed in accordance with French law.
- 12.2. Each party irrevocably agrees that the Tribunal de Grande Instance de Paris, France, shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with these Terms.

13. No partnership

Nothing in these Terms and no action taken by a User pursuant to these Terms is intended to, or shall be deemed to create, any partnership, joint venture or agency between that User and FIA.

14. Means of transmission

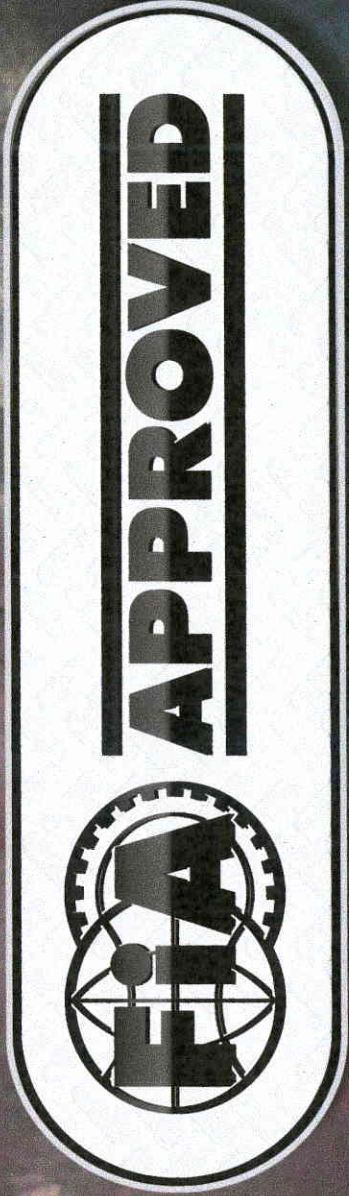
These Terms may be returned to FIA in hard paper copies or transmitted by electronic means (by email through scanned copies by electronic mail or by facsimile) and, upon acknowledgement of receipt of the signed Terms by FIA, shall have immediate binding effect.

SCHEDULE 1



SCHEDULE 2

Brand Guidelines



FIA APPROVED LOGO 2011 GUIDELINES

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The FIA APPROVED logo exists in 2 versions, for better use on backgrounds of all colours: when the logo block is to be placed on a dark background, use the black on white version in order to optimise the contrast and thus the legibility of the logo. On a light background, use the white on black version.

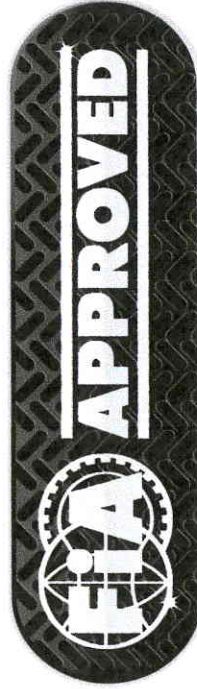
The logo must not be modified or deformed, for any reason, and no colours may be added to it.

The FIA Approved logo is to be used with all the FIA homologated safety products published in one of the FIA Technical Lists, excluding the Helmets compatible with HANS® and FHR systems according to FIA Standard 8858-2002 and 8858-2010. For the Helmets compatible with HANS® and FHR systems according to FIA Standard 8858-2002 and 8858-2010 please see page 4 of the guidelines.

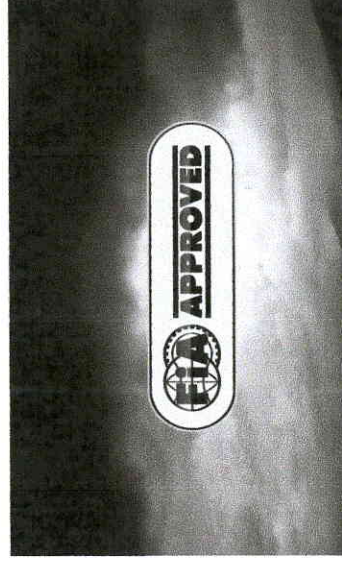
Black on white logo



White on black logo



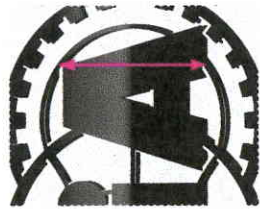
Examples of colour placing





Size and safety zone

Use the height of the letter A in the FIA logo to determine the MINIMUM size of the safety zone to be respected in a layout.



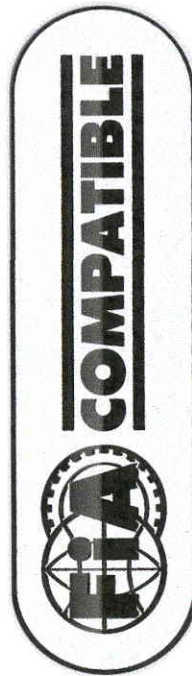
Minimum size of the safety zone: 160 mm



Example:

FIA COMPATIBLE FIA COMPATIBLE LOGO 2011 GUIDELINES

The FIA Compatible logo is to be used only with Helmets compatible with HANS® and FHR systems according to FIA Standards 8858-2002 and 8858-2010 and published in FIA Technical List N° 41.



Insertion in catalogue

Scarpe Shoes



Z131620 BLACK/WHITE



Z131640 RED/BLACK



Z131610 BLUE/WHITE

STREET MECIA (OMOLOGATE FIA) STREET MECIA (FIA APPROVED)

Scarpa sportiva pensata per chi ama correre su strada e pista. È una vera e propria macchina da guerra. È realizzata in materiali di alta qualità e con una soletta che ti protegge dai colpi e ti dà la spinta necessaria per tornare a correre. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista.

Offerta esclusiva per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista.

PRECA MAGNUM

Il nuovo harness per il karting è stato progettato per offrire la massima sicurezza e la massima libertà di movimento. È realizzato in materiali di alta qualità e con una soletta che ti protegge dai colpi e ti dà la spinta necessaria per tornare a correre. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista.

FIA APPROVED

Harnais Competition Oreca

A partir de 129€

FIRST 1^{er} prix

FIA APPROVED

PRECA MAGNUM

Il nuovo harness per il karting è stato progettato per offrire la massima sicurezza e la massima libertà di movimento. È realizzato in materiali di alta qualità e con una soletta che ti protegge dai colpi e ti dà la spinta necessaria per tornare a correre. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista.

FIA APPROVED

PRECA MAGNUM

Il nuovo harness per il karting è stato progettato per offrire la massima sicurezza e la massima libertà di movimento. È realizzato in materiali di alta qualità e con una soletta che ti protegge dai colpi e ti dà la spinta necessaria per tornare a correre. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista. È pensata per chi ama correre su strada e pista.

FIA APPROVED