

Artist/Beneficial Owner Agreement

This Agreement is made on the 01-12-21 between

WISeKey S.A. with its office at Avenue Louis-Casaï 58, CH-1216 Cointrin, Switzerland (“WISeKey”),

and Viktoria Kovalik (aka Viktoria Kova) with its registered office LAND of GOOD Art & Design, Marnixkade 19-1; 1015XN Amsterdam, The Netherlands (“Artist/Beneficial Owner”).

Both WISeKey and “Artist/Beneficial Owner” collectively named “Parties”

DEFINITIONS:

ARTIST is the owner of the intellectual property of the tokenized item and the physical object if relevant.

BENEFICIAL OWNER is the rightful owner of the tokenized item and the physical object if relevant. The ARTIST and the BENEFICIAL OWNER can be one and the same.

SMART CONTRACT is the immutable digital contract detailing the artists or beneficial owner’s sales conditions, including the documentation detailing the item, the provenance, bibliography, history and condition of the item.

WISeKey Products and Solutions are set forth in Annex 1 to this Agreement

RECITALS

WHEREAS the opportunity envisaged by the Parties’ strategic collaboration is to use and commercialize the WISe.Art Non-Fungible Tokens (“NFT”) Products and Solutions. For clarity, once the NFT(s) is minted in the blockchain and for security reasons potentially other blockchains, the NFT is the asset of the Artist/Beneficial Owner and will remain as such until such time that the Artist/Beneficial Owner sells the NFT to a third party. If successful, the Parties agree that there may be further initiatives and collaboration and this agreement will form the foundation for a relationship between the parties and future agreements.

Whereas the Parties agree that the Artist/Beneficial Owner digital asset NFTs are a first-case scenario and thus further agree that the relationship between the Parties participating in the business venture and the owners of the NFT items will be of exclusivity for everything inherent to the dealings, selling, reproduction, publications, business developments, and project management in the digital space for the virtual reproduction of the items perpetually or until this agreement is terminated for reasons outlined and agreed to within this document. The Parties further agree that to ensure the value of the NFT assets being jointly created, neither Party shall digitally duplicate NFTs with any 3rd Party without expressed written consent among the Parties to this contract.

The Parties agree on:

- Joint business development activities aimed at creating business opportunities in specific sectors, now and in the future, as indicated herein and as agreed to by the Parties.
- The joint business is defined by a business transaction of the NFT of a valuable physical item for which WISeKey will issue an NFT in the digital space. WISeKey and Artist/Beneficial Owner will be listed in the NFT Smart Contract, the owner of the physical items, the Artist/Beneficial Owner and WISeKey will receive a percentage of the NFT sale revenue to include all future sales, and/or operational fees of the

digital asset as contribution of the value that they create on the strategy, design and implementation of the project.

- The Parties agree to support the NFT auction and/or transaction by actively promoting the collaboration (kickoff, progress and the results of the collaboration) through public relations and marketing activities.

Now therefore the Parties hereto agree as follows:

DELIVERABLES

Artist/Beneficial Owner is responsible for providing:

- All documentation pertinent to the NFT including but not limited to certificates of authenticity, that establish that the item to be digitized is genuine and to document the provenance in the WISe.Art Marketplace.
- Written proof of ownership of any item subject to the auction and/or transaction.
- Logistical arrangements for the viewing of the physical item pertaining to the NTF
- All digital assets to be used in the creation of the NFT.
- All responsibilities related the Artist/Beneficial Owner as also described in the relevant Annexes to this Agreement.
- Limitations of use and all copyright protections to be included in Smart Contract.
- Logistical arrangement for the delivery the physical items if relevant.

WISeKey is responsible for:

- Provide the Marketplace platform for the exclusive use by Artist/Beneficial Owner.
- Provide the APIs to the Marketplace platform for the optional use by a third party contracted by the Artist/Beneficial Owner and with WISeKey's written consent.
- Digitize all the documentation provided by the Artist/Beneficial Owner, signing digitally the whole set of assets, attesting to the provenance.
- Convert Smart Contract terms to digital form for inclusion in the NFT.
- Create the WISe.Art NFT on the blockchain.
- Embed security measures to protect the NFT from duplication or theft.

Now therefore the Parties hereto agree as follows:

COMMERCIALIZATION OF PRODUCTS & SOLUTIONS

Commercialization of Joint Products and Solutions

1. The Parties shall work together in order to offer the WISeKey Products and Solutions defined in Annex 1 to this contract addressing the diverse markets the Parties agree to jointly target over time. In doing so, the Parties shall establish go-to-market plans that pursue the market opportunities all of which shall be referenced using the WISe.Art Products and Solutions Description form under Annex 1 hereto. For the avoidance of doubt, "Product" or "Solution" means any product or solution which includes products, services and/or solutions of WISeKey and which has been referenced in a Solution Description in accordance with Annex 1 hereto.

Customer & Pipeline Coordination

2. The Parties shall designate commercial contact persons to coordinate all business development activities between the Parties. All business development activities in relation to a WISeKey Products and Solutions prospect will be coordinated and shared between the Parties. As part of such coordination, the Parties shall work on a joint pipeline of opportunities that they will review periodically (at least once per month) and update on a regular basis. The opportunities on the joint pipeline will include at least those that are being targeted with any WISe.Art Solution.

Marketing and Communications Activities

3. The Parties shall jointly agree on a marketing and communications plan in general and/or per WISe.Art Solution which may include press releases, marketing campaigns, participation in seminars, trade shows, conferences, and other public presentations. Upon a WISe.Art Solution being agreed to by the Parties, the Parties shall coordinate in advance all marketing and communications activities related to such WISe.Art Solution. No marketing and communications activities shall be undertaken of the WISe.Art Solution by either Party without their joint approval.

Client Prices, Terms and Conditions

4. The Parties shall sell the Products in adherence to the manuals, prices, policies, procedures, terms and conditions established by the Artist/Beneficial Owner for their products and 3rd Party NFTs. For clarity, the Artist/Beneficial Owner shall have complete control of the NFT auction starting price and reserve price should the Artist/Beneficial Owner choose to place a reserve price on the auction. The foregoing shall include any applicable export restrictions and licensing requirements.

Marketing Practices

5. Neither Party shall act or omit to act in any way that is contrary to the marketing practices or the other Party or as agreed by them. In all cases, the Parties shall avoid any unethical, misleading, deceptive or illegal practices including, but not limited to, the making of false or misleading representations or other representations that are contrary to the corresponding product literature or the making of publications of misleading material.

INTELLECTUAL PROPERTY RIGHTS

6. Artist/Beneficial Owner acknowledges that WISeKey, its vendors and licensors, retain all previously established intellectual property rights and title (including any patent, copyright, trademark and other rights) in and to all of WISeKey's and vendors' and licensors' confidential information, trade secrets or other proprietary information, products, including , but not limited to WISe.Art Products and Solutions and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, comprising, embodied in, or practiced in connection with the Products or Services provided by WISeKey hereunder (all of the foregoing "Works"), including without limitation all modifications, enhancements, configurations, upgrades, and interfaces to the WISeKey designated hardware and software supporting such services (the "Service Components"). WISeKey and vendors and licensors reserve and retain all intellectual property rights and title associated with Works created by WISeKey and vendors and licensors and derivatives of such Works, including without limitation all Works or derivatives developed or created by WISeKey, vendors and licensors or their personnel or contractors during performing the services for, or providing the products to, Artist/Beneficial Owner. Works is defined as all processes involving the minting of the NFT but does not include ownership of the NFT which resides with the Artist/Beneficial Owner. Any Software provided by WISeKey, including its operation, code, architecture and implementation, as well as the look and feel of the Software are the valuable intellectual property of WISeKey, vendors and licensors. Any such Software is protected by Swiss Copyright laws and international treaty provisions.

6.1 The Artist/Beneficial Owner shall only exercise intellectual property rights explicitly granted to it under this Agreement.

7. **WISeKey Trademarks.**

Artist/Beneficial Owner shall use the Brand in accordance with WISeKey's written Logo and Trademark Usage guide as defined in Annex 4. Unless approved in writing in advance by WISeKey, Artist/Beneficial Owner shall not use any other trademarks together with the brand other than the Artist/Beneficial Owner corporate mark on or in connection with the provision of the Services. Artist/Beneficial Owner shall not, in its name or in the name of any other subsidiary or Artist/Beneficial Owner, use or register or attempt to register as a trademark anything which is likely to be confused with any mark, name, logo, domain name or device of WISeKey, without first obtaining the prior written approval of WISeKey. Artist/Beneficial Owner

shall not authorize any third party to use the Brand and shall use its reasonable efforts to prevent them from doing so and shall inform WIS@Key of any unauthorized use of the Brand of which it becomes aware. Artist/Beneficial Owner shall, at WIS@Key's request, change any literature, advertising or promotional material, produced by itself or on its behalf, which WIS@Key reasonably believes is detrimental to the validity or reputation of the brand or which misuses the same.

LIMITATION OF LIABILITIES AND DISCLAIMERS

THE LIABILITY OF THE PARTIES AND THEIR SUPPLIERS, IF ANY, FOR DAMAGE RELATING TO ANY PRODUCT, SOLUTION, OR SERVICE SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY THE CORRESPONDING CLIENTS FOR SUCH PRODUCTS, SOLUTIONS OR SERVICES AND SHALL IN NO EVENT INCLUDE INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY KIND, EVEN IF THE PARTY IN QUESTION OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

8. Each Party agrees to indemnify and hold harmless the other and its officers, directors, employees and agents from any claim, suit or proceeding alleging that a product, solution or service, or any portion thereof constitutes an unauthorized use, misappropriation or infringement of any third party's patent, copyright, trademark, trade name, or other intellectual property right (collectively "IP Claim"). Without limiting the generality of the foregoing, the infringing Party will pay all liabilities, losses, damages, judgments, costs and expenses (including reasonable attorneys' fees and expert witness fees) incurred by Indemnities with respect to any such IP Claim, any award in connection with, arising from or with respect to any such IP Claim, and any agreed to settlement of any such IP Claim.
9. If notified promptly in writing of any action brought against a Party or client of a Party based on a claim that the current, unaltered release of a product, solution or service infringes a third party intellectual property right, the infringing Party shall defend such action at its expense and pay any costs or damages finally awarded in such action which are attributable to such claim, provided that the infringing Party shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained against a Party or its clients' use of any of the products, solutions or service by reason of infringement, or if in the infringing Party's opinion any of the products, solutions or services supplied to said Party or its client hereunder is likely to become the subject of a successful claim of infringement, the Party supplying the product, solution or service shall, at its option and expense, either procure for the other Party or its client the right to continue using such product, solution or service, or replace or modify the same so that it becomes non-infringing or, at the infringing Party's election, terminate the corresponding agreement and grant the Party or its client a prorated refund (depreciated on a straight-line three (3) year basis) for such product, solution or service and accept its return. Notwithstanding the foregoing, (i) the infringing Party shall not have any in the products, solutions or services in combination with other equipment or software which is not furnished by the infringing Party (if such claim would have been avoided were it not for such combination) (ii) products, solutions or services which have been modified or altered by the supplying Party or its client, or (iii) intellectual property rights owned by the supplying Party, the client or any of their respective partners. No cost or expenses shall be incurred for the account of the infringing Party without the prior written consent of the infringing Party. The foregoing states the entire liability of an infringing Party with respect to infringement of intellectual property rights by any of its products, solutions or services, any part thereof or their operation.

CONFIDENTIALITY

Confidential Information.

10. "Confidential Information" means any confidential, trade secret or other proprietary information disclosed by one Party to the other under this Agreement which is marked confidential or if disclosed orally expressed to be confidential at the time of disclosure and subsequently confirmed as confidential in writing to the other Party, except information that: (i) is public knowledge at the time of disclosure, (ii) was known by the

receiving Party before disclosure by the disclosing Party, or becomes public knowledge or otherwise known to the receiving Party after such disclosure, other than by breach of a confidentiality obligation, or (iii) is independently developed by the receiving Party by persons without access to Confidential Information of the disclosing Party.

Protection of Confidential Information.

11. The receiving Party shall (i) not disclose the Confidential Information to any third party, (ii) not use the Confidential Information in any fashion except for purposes of performing this Agreement, and (iii) take steps consistent with its protection of its own confidential and proprietary information (but in no event exercise less than reasonable care) to prevent unauthorized disclosure of the Confidential Information. Each Party acknowledges that breach of this Section will cause irreparable harm to the disclosing Party entitling the disclosing Party to injunctive relief, among other remedies.

Cooperation.

12. Each Party will notify and cooperate with the other Party in enforcing the disclosing Party's rights if such Party becomes aware of a threatened or actual violation of the disclosing Party's confidentiality requirements by a third party. Upon reasonable request by the disclosing Party, the receiving Party will provide copies of the confidentiality agreements entered with its agents or independent contractors.

No Limitation.

13. Nothing in this Agreement shall, or is intended to, limit either Party's ability to develop or enhance their own products, solutions and services in any manner whatsoever, including use of knowledge gained as a result of the performance by such Party of its obligations hereunder, provided that the Party doing so does not use or disclose Confidential Information nor proprietary rights of the other Party, unless otherwise explicitly agreed in writing.

TERM AND TERMINATION

14. This Agreement shall become effective upon the date the Agreement is executed by the Parties ("Effective Date") and shall continue to be enforced until the conclusion of the first open market test. If the first open market test proves fruitful and the Parties wish to move forward with a long-term relationship such as a full Market rollout, upon mutual consent in writing, the agreement would be extended for a period of two (2) years with annual renewal periods, thereafter, provided that all obligations under the Agreement have been met. At the end of the initial term, and at the end of each renewal term thereafter, this agreement shall be automatically renewed, and new revenue commitments may be agreed upon for an additional twelvemonth term unless earlier terminated by either Party in writing not later than sixty (60) days prior to the end of the then current term.

Termination

15. Without prejudice to any right or remedy the Parties may have against each other for breach or non-performance of this Agreement, either Party shall have the right to immediately terminate this agreement when:
 - a. The other Party commits a material breach of this agreement, providing the breaching Party has been advised in writing of the breach and has not rectified it within a reasonable period of the receipt of such advice.
 - b. The other Party shall have any injunction or execution levied upon its goods or effects.
 - c. The commencement of the winding up or bankruptcy of the other Party or on the appointment of a receiver or administrator of such Party's assets or on it ceasing to do business at any time for 30 consecutive days (other than for annual holidays).

- d. The other Party regardless of reason was substantially prevented from performing or becoming unable to perform its obligations hereunder.
- e. If control of the other Party passes from the present shareholders or owners or controllers to other persons whom the Party, in its absolute discretion, regards as unsuitable.

Termination of this agreement does not release either party of its obligations with respect to confidentiality or proprietary information disclosures.

GENERAL

Assignment

16. This agreement and the benefit of the rights granted shall be personal to the Parties who shall not, without the prior consent of the other Party, transfer, extend or charge the same to any third party nor subcontract nor assign the same nor part with any of its rights or obligations hereunder.

Amendments in Writing

17. No waiver, alteration, or addition to this agreement shall be effective unless made in writing on or after the date of signature of this agreement by both Parties and accepted by an authorized signatory of both Parties.

Notices

18. All notices, documents, consents, approvals or other communications (a “notice”) to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail, or by facsimile or other electronic means in a form generating a record copy to the Party being served at the relevant address for that Party shown at the head of this agreement. Any notice sent by mail shall be deemed to have been duly served within five working days after the date of posting. Any notices sent by facsimile or other electronic means mutually accepted by the Parties shall be deemed to have been duly served at the time of transmission, if transmitted during normal business hours at the location of the recipient, and if transmitted outside business hours at such location, then at the start of the normal business hours on the next business day commencing at such location after the time at which the transmission was made.

Appendices and Terms and Conditions

19. The appendixes to this agreement constitute an integral part hereof.
 - ANNEX 1 - WISeKey Products and Solutions
 - ANNEX 2 - Marketing and Communications
 - ANNEX 3 - Auction / Fees
 - ANNEX 4 – Trademark Usage Guide

In addition, WISeKey’s Terms and Conditions, including but not limited to those available on the Wise.art website, shall apply to this Agreement.

Invalidity

20. If any section, sentence, clause or phrase of this agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this agreement.
21. **Resolution of Disputes.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement through a meeting of senior management of the Parties. Where such dispute is not amicably resolved, and the Parties hereby agree to finally resolve any such dispute relating to the Agreement under the rules of arbitration of the International Chamber of Commerce by one arbitrator

appointed in accordance said rules. The seat of arbitration shall be Geneva, Switzerland and the language of arbitration shall be English.

Governing Law and Court

22. The interpretation, construction, effect and enforceability of this agreement shall be governed by the laws of Switzerland. The courts of Geneva shall have jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the latest date set forth on page 1.

SIGNED for and on behalf of **WIS@Key**

SIGNED for and on behalf of **Viktorija Kova**

Name:

Name: Viktorija Kovalik



NOTE! the points about
copyright need to be
confirmed

Title:

Title: video artist

Name:

ANNEX 1 - WIS@Key Products and Solutions:

WIS@Key is to provide the following services and solutions:

1. Creation of the WIS@Key Art NFTs defined by the Artist/Beneficial Owner.
2. Special Use License for all transferable IP in association of the NFT creation and auction/sale.
3. Indemnification for all IP found to be infringed upon by WIS@Key.
4. Storage of the NFT on the Blockchain and for security reason potentially other blockchains.
5. WIS@Key Art Marketplace for the management and execution of the auction for the NFT.
6. Transaction Management of the auction and events recorded in the immutable blockchain ledger.
7. Enhanced, Embedded Security Measures to protect the asset from theft and/or devaluation through duplication.
8. Facilitation of the entire process, including electronic funds transfer, in exchange for a percentage of proceeds from the transaction.

Project Governance, Staffing and Planning

Project Governance

The purpose of this section is to describe the proposed project management approach including communications, issue management and change control.

Communication Plan

A formal process will be employed to facilitate communication during the project. The Project Communications Plan will represent the standard forum and process used to communicate timely and accurate information regarding the project status, progress, issues, risks, resources, changes and coordination between the project team and the client. There will be two key vehicles for providing this communication: a weekly status report and a weekly status meeting.

- The WIS@Key project lead, working in conjunction with Artist/Beneficial Owner's project lead, will compile weekly status reports for distribution
- A weekly status meeting will be held to review the overall status, the project schedule, and any open risks and issues

Risk and Issue Management

A risk and issue management plan will be implemented in order to ensure that such issues are identified and resolved quickly. The following procedure will be used:

- **Identify issues.** All project team members (including the personnel assigned by the customer to participate in the project) will be responsible for identifying and communicating any issues that could impact the projects progress. Project issues are typically identified in contributors' weekly status reports or are raised in project team meetings
- **Document the issue.** The person who identifies the issue will also document it. The project tool set or log that will be used to document and track issues, known as the Issue Log, must be mutually agreed upon and then adhered to.
- **Assess the impact of the issue and prioritize.** The management team will assign a priority and a required resolution date for each issue.
- **Assign responsibility for issues resolution.** The management team will determine the most appropriate individual for resolving the issue, who has the requisite knowledge and authority. The individual assigned will then report their progress with the assigned issue in their weekly status report.

- **Monitor and report progress on the issues.** All issues in the Issue Log will be tracked through the agreed upon tool. The Project Manager will manage the Issue Log. The Issues Log will be a part of the Weekly Status Report and discussed in the Weekly Status Meeting. Critical issues will be escalated to the Project Steering Committee
- **Communicate issue resolution.** The Issues Log and documented resolutions of issues will be made available to all team members

Project Planning and Timelines

- Sample Project Planning and Timelines : The list attached is intended as an estimated timeline

#	Dates	Subject	Items	Notes	Status
1		Project	Items ownership	Items proof of ownership document signed (annex to contract)	
2		Project	Provenance	Entire package provided	
3		Project	NFT Illustration	Artistic Illustration provided	
4		Project	Digital Certificate	Issuance on the name from the company	
5		Promotion	The Company Press conference	Press conference to announce the project in partnership with WiseKey	
6		Promotion	PR Announcing Project and Partnership	PR Announcing the project draft will be delivered for review, PR released the next week date still to be defined	
7		Promotion	NT - Nasdaq Tower	Start video preparation by WISEKey	
8		Project	Provenance	Entire package digitally signed	
9		Promotion	The Company Press Conference	Scheduling a Press conference to announce the project and donations to charities if relevant	
10		Promotion	PR Announcing Project and Partnership	PR on Kobe day, draft will be delivered by GDGC latest 20/08/21 for review, PR planned to be released the Kobe Day 24/8/2021	
11		Promotion	Webinar	Panelists confirmed by GDGC, targeting 1 watch collector, 1 Crypto Specialists and 1 TBD)	
12		Promotion	Emailing	Announcing the project and the webinar, distribution by both parties	
13		Promotion	Social Networks Campaign	Integrating the PR announcing the Webinar by both parties	
14		Promotion	Webinar	Rehearsal	
15		Promotion	Social Networks Campaign	Integrating the PR by both companies' channels	
16		Promotion	Webinar	Session settled in agreement with both parties	
17		Project	Kickoff Auction	WISeArt Platform at the end of Webinar	
18		Project	End Auction and mint	WISeArt Platform end at 00h00	
19		Promotion	Social Networks Campaign	Integrating the PR by both parties	
20		Promotion	Social Networks Campaign	Integrating the PR by both parties	

ANNEX 2 – Marketing and Communications:

Activities	Details
Webinar	WIS@Key will agree with the Artist/Beneficial Owner on a date to schedule a webinar to: <ul style="list-style-type: none">▪ Promote the NFT auction▪ Mint the NFT▪ Kick-off the auction▪ A list of panelists will be invited to the webinar
Promotion	WIS@Key, and the Artist/Beneficial Owner will join forces to promote the auction: <ul style="list-style-type: none">▪ Social Medias▪ Press release▪ Press conference▪ Emailing▪ Outreach program

ANNEX 3 – Auction/Fees

The total from the auction will be spread in 80/20, the 80% for the Artist/Beneficial Owner and 20% will be spread in fees as follow:

- 10% for WISeKey
- 10 % for the Curator, here “Luminaries21”

WISeKey will not collect from the Artist/Beneficial Owner any additional fees associated with the NFT creation, management of the marketplace, sale or auction. WISeKey and the Artist/Beneficial Owner agree that the commission rate and fee structure may change if such change is mutually agreed by both Parties.

Artist/Beneficial Owner is responsible for any fees unrelated to WISeKey such as external auction house fees, photography, digital content creation, fees relating to provenance proof and ownership proof, etc.

ANNEX 4– Trademark Usage Guide

Artist/Beneficial Owner’s use of WIS@Key domain names, URL’s, email addressing conventions, logos, trademarks, service marks, and product names on or in connection with ARTIST/BENEFICIAL OWNER PKI-related product data sheets, packaging, Web pages, advertising, and communications with customers, consumers, and the public is governed by WIS@Key’s Co-branding and Trademark Usage Guidelines, which are incorporated by reference into this Agreement as contractual requirements and obligations of ARTIST/BENEFICIAL OWNER. The WIS@Key Co-branding and Trademark Usage Guidelines may be found on WIS@Key’s Extranet.

It is important that Artist/Beneficial Owner, in developing and using its own domain names, URL’s, email addressing conventions, logos, trademarks, service marks, and product names for use on or in connection with Artist/Beneficial Owner product data sheets, packaging, Web pages, advertising, and communications with customers, consumers and the public, carefully distinguish its own domain names, URL’s, email addressing conventions, logos, trademarks service marks, and product names from those of WIS@Key. Strict adherence to WIS@Key’s Co-branding and Trademark Usage Guidelines will help make this distinction clear.

GENERAL USAGE REQUIREMENTS

- a. When using WIS@Key trademarks and service marks in ads, product packaging, documentation or collateral materials, Artist/Beneficial Owner must be sure to use the correct trademark designator. The trademark designator ® is to be used only in connection with registered trademarks or registered service marks.
- b. The trademark designator TM is to be used in connection with claimed or pending trademarks.
- c. The service mark designator SM is to be used in connection with claimed or pending service marks.
- d. Examples of WIS@Key trademarks, service marks and their correct designators are depicted below. A complete listing of WIS@Key’s trademarks, service marks and their correct designators is set out in WIS@Key’s Co-branding and Trademark Usage Guidelines, which is updated on a regular basis.

WIS@Key®

World Internet Secure Key ®

CertifyID™

WIS@Art

To ensure proper usage and adherence to the Guidelines, Artist/Beneficial Owner must submit to WIS@Key marketing for review and written approval prior to deployment, any PKI-related materials including Web pages, advertising and collateral.

Placement of WIS@Key logos on Web pages and in advertising and use of WIS@Key product names on Web pages and in advertising, is governed by WIS@Key’s Co-Branding and Trademark Guidelines.

Artist/Beneficial Owner may not alter WIS@Key logos or product names for use with similar products or programs, nor may it use elements of WIS@Key logos or product names without WIS@Key approval. Usage is governed by WIS@Key’s Co-branding and Trademark Guidelines.

Unless explicitly authorized by WIS@Key, Artist/Beneficial Owner may not register or use any Domain Name that uses the name and mark WIS@Key in the name or is substantially like the name and mark WIS@Key. WIS@Key also does not permit the name and mark WIS@Key, or anything substantially similar, to be used as a designator for a computer or system operated by or for Artist/Beneficial Owner. Use of the WIS@Key Domain Name by Artist/Beneficial Owner is governed by WIS@Key’s Co-Branding and Trademark Guidelines.

Artist/Beneficial Owner may not use any URL associated with WIS@Key without WIS@Key’s prior written consent. Use of WIS@Key URLs is governed by WIS@Key’s Co-Branding and Trademark Guidelines.

Unless explicitly authorized, Artist/Beneficial Owner may not use an email address which contains the word and mark WIS@Key or any similar name, nor may Artist/Beneficial Owner use an email address which uses the name of any WIS@Key product without WIS@Key’s prior written approval. Use of WIS@Key products names in connection with email addresses on Artist/Beneficial Owner’s email system is governed by WIS@Key’s Co-Branding and Trademark Guidelines.