# **Circle Brand Use Policy**

Circle Internet Financial, LTD ("Circle") permits its members, third party developers, partners and the media ("you") to use its brand assets including names, trademarks, and logos (collectively, the "Brand Assets") only in limited circumstances and in accordance with the terms outlined in this policy (the "Policy"). This Policy, which may be updated from time to time, details how our Brand Assets can be used. You are responsible for complying with the most current version of this Policy. If you do not agree to the terms outlined in this Policy, do not download or use Circle's Brand Assets.

Unless you have an express license from Circle, this Policy will govern your use of our Brand Assets. If you have a separate agreement with Circle that addresses use of our Brand Assets, that agreement shall govern your use.

Circle reserves the right to take action as necessary to protect its Brand Assets and protect its customers and the public. By using any of Circle's Brand Assets, you agree to adhere to this Policy, including the Terms of Use for Brand Assets below and all of the instructions and ground rules governing the use of our logos and icons.

Nothing in this Policy shall grant you rights in, ownership of, or control over any Brand Asset. Any and all use of any Brand Asset will inure to the benefit of Circle.

### I. Our Brand Assets

CIRCLE, CIRCLE MINT, USDC, EURC, THE MONEY MOVEMENT, VERITE, CONVERGE and other names and marks, as well as their corresponding logos, such as the Circle icon, i.e., (the "Circle Icon") and the Circle logo, i.e., (the "Circle Logo"), are owned by Circle and/or its affiliates. For the avoidance of doubt, this list is only intended to be representative of Circle's trademarks and is not a complete list of our trademarks or Brand Assets. If you have a question about whether Circle owns a trademark you wish to use, or have any question about this Policy and/or your use of Circle's Brand Assets, please contact trademarks@circle.com. Members of the media may contact us at press@circle.com.

# II. Terms of Use for Brand Assets

You must comply with the following terms of use:

#### **BENEFIT OF USE**

Any use of Circle's Brand Assets inures solely to Circle's benefit and all use must comply with this Policy and any incorporated policies, or other licensing or contractual arrangements with Circle. You may never claim ownership rights in Circle's Brand Assets, or brands that are confusingly similar to Circle's Brand Assets, in any manner, including without limitation as a trademark, service mark, company name, domain name, or social media profile or handle.

#### **EXACT VERSION**

Any and all use of Circle's Brand Assets should be used with the exact, most up-to-date form of each Brand Asset.

#### **NO REGISTRATION**

Do not register or seek to register any of Circle's Brand Assets.

#### **NO INCORPORATION**

Do not incorporate any Circle Brand Asset into your own product name, service name, trademark, logo, company name, domain name, website title, publication title, application icon, favicon, copyright, avatar, online advertising tool, internet keyword, telephone number, or the like.

#### **NO GENERIC USE**

Do not use Circle's Brand Assets in a way that suggests a common, descriptive, or generic meaning.

#### NO PLURAL OR POSSESSIVE USE

Do not use Circle's Brand Assets in the plural or possessive form.

#### **TRADE DRESS**

Do not copy or imitate Circle's trade dress including Circle's website design, typefaces, distinctive colors and color schemes, graphic designs, or other imagery.

#### NO CONFUSION OR ENDORSEMENT

Do not use Circle's Brand Assets in a manner that will or may cause potential confusion as to the owner of Circle's Brand Assets or imply that Circle is the source of your products or services. Do not display Circle's Brand Assets in any manner that will or might falsely imply a relationship or affiliation with, sponsorship, or endorsement by Circle, or that can be reasonably interpreted to suggest that any content has been authorized by or represents the views or opinions of Circle or Circle's personnel.

#### PROMINENCE

Do not display Circle's Brand Assets as the primary or most prominent feature on your web page or in any non-Circle materials.

#### **NO DISPARAGEMENT**

Do not use Circle's Brand Assets in a manner that would disparage or tarnish Circle or its products or services.

#### **VIOLATION OF LAW**

Do not display Circle's Brand Assets on any materials or website that contains or displays adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under twenty-one (21) years of age, or otherwise violates any U.S. or foreign law or regulation.

#### **OBJECTIONABLE USE**

Do not display Circle's Brand Assets in a manner that is in Circle's sole subjective opinion misleading, unfair, defamatory, infringing, libelous, obscene, in violation of any of Circle's policies, or otherwise objectionable to Circle. Do not display Circle's Brand Assets with any personally identifiable information of Circle users or personnel.

#### **ATTRIBUTION**

If feasible, collateral that includes Circle's Brand Assets should include a legal line: "All trademarks shown are the property of Circle Internet Financial, LTD and/or its affiliates" or, for example, "CIRCLE is a registered trademark of Circle Internet Financial, LTD and/or its affiliates." A generic statement such as "All trademarks are property of their respective owners." would also be sufficient. When using our Brand Assets, we also ask that you use the "TM" symbol accordingly.

#### **NO MODIFICATION**

Do not modify Circle's Brand Assets. Do not remove, distort or alter any element of the Brand Assets, including changing any colors. Do not shorten, hyphenate, or abbreviate any of the Brand Assets. Do not superimpose graphics, photos, or ad copy on any of Circle's Brand Assets or otherwise change the look of Circle's Brand Assets.

#### **NO MERCHANDISE**

Do not use any of Circle's Brand Assets on any manufactured product such as, for example, apparel, stickers, mugs, sports uniforms, or any other type of branded merchandise.

#### **NO CHALLENGE**

You acknowledge that Circle is the sole owner of the Brand Assets. You promise that you will not interfere with Circle's rights, including but not limited to challenging Circle's use, registration of, or application to register its Brand Assets.

### III. Use of Circle's Logos and Icons

#### CIRCLE

If you use the Circle Logo and/or the Circle Icon, you must also comply with all of the rules in our Brand Kit <u>here</u>.

#### **STABLECOINS (USDC & EURC)**

If you use any of the Stablecoin Logos and/or the Stablecoin Icons, you must also comply with all of the rules in our Brand Kit <u>here</u>.

### **IV. Legal Notice**

#### **RESERVATION OF RIGHTS**

Circle is the owner of all rights in the Brand Assets and reserves all rights save the limited license granted here. Your use of the Brand Assets pursuant to this Policy shall not be construed as limiting any of Circle's rights in the Brand Assets. Circle DISCLAIMS ANY WARRANTIES THAT MAY BE EXPRESS OR IMPLIED BY LAW REGARDING THE CIRCLE MARKS (TO THE EXTENT PERMITTED BY LAW), INCLUDING WARRANTIES AGAINST INFRINGEMENT.

#### **REVOCATION; TERMINATION**

Circle expressly reserves the right in its sole discretion to terminate, revoke, or request a modification of your use of any Brand Asset at any time and expressly reserves the right to object to any use or misuse of its Brand Assets in any jurisdiction worldwide. Upon

Circle's written request, you agree to provide Circle with samples displaying your use of Circle's Brand Assets via the method outlined by Circle within three (3) business days. You agree that Circle has the right to require you to terminate your use, or to make alterations, changes, modifications, edits, or adjustments to your use, of any Circle Brand Asset as Circle sees fit to comply with this Policy. You agree to cease all use of Circle's Brand Assets or make the requested alterations, changes, modifications, edits, or adjustments within three business (3) days of Circle's written instructions. If applicable, you agree to assign or have transferred to Circle any infringing social media profiles/handles/accounts, trademark filings, domains, or other assets that violate this Policy automatically upon notice by Circle.

# V. Governing Law and Venue

The laws of the State of Delaware and applicable United States federal law shall govern the terms of this Policy. Each party, you and Circle, agrees to submit to the personal and exclusive jurisdiction of the courts located in Boston, Massachusetts.

# **VI. Additional Information**

Circle requires that you conform to this Policy in your use of any Brand Asset. Circle may modify this Policy at any time and your continued use of the Brand Assets will constitute your consent to such modifications. Circle has complete discretion in determining if your use violates any part of this Policy.

Nothing in this Policy is intended to limit any right you may have to use Circle's Brand Assets in a manner that is otherwise allowed by law.

If you would like to make use of the Brand Assets in a manner not within the above Policy, please contact us at <u>trademarks@circle.com</u>. For assistance in understanding this Policy, or any of the policies incorporated therein, contact us at <u>trademarks@circle.com</u>. For reporting abuse of the above Policy, please contact us at <u>trademarks@circle.com</u>.