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BY REGULAR LETTER AND BY E-MAIL

Our Ref. : RP150113  
Object : Union Européenne des Médecins Spécialistes (UEMS) AISBL - EBAC

4 May 2016

Dear Colleagues,

As you probably recall, I am acting in the above captured matter as attorney for the Belgian international non-for-profit organization *Union Européenne des Médecins Spécialistes* (UEMS) A.I.S.B.L. (hereafter the "UEMS").

1.

I refer to EBAC's letter of 18 April 2016 to UEMS and its proposal to my client to enter into a "Settlement Agreement", a draft of which (as signed by EBAC) was enclosed to said letter.

I am instructed to inform you that UEMS does not consent to this last offer of 18 April 2016, and that it shall not execute the draft "Settlement Agreement" communicated by EBAC.

One of the reasons thereof – as it has already been mentioned to EBAC several times in the past – is the constant refusal of EBAC to (simultaneously) enter into a new cooperation agreement whose terms and conditions are identical to those entered into with other ESABs, and which would replace the current existing cooperation agreement between EBAC and UEMS.

Another reason justifying the refusal of UEMS to accept the last EBAC's offer consists in the fact that UEMS does not consent to the condition precedent included in the draft "Settlement Agreement" whereby the agreement is subject to a favourable ruling of the German tax authorities.

This issue has been extensively discussed over the last weeks and months and EBAC is fully aware of UEMS' position in this respect. UEMS considers itself as not bound by the

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tax status under German law and the related German regulations which do apply to both EBAC and ECSF, and UEMS still believes that those elements should not prevent UEMS to get payment – without any condition precedent – of the accreditation fees which are due and should have been paid by EBAC during the years 2011-2015 further to the then existing accreditation cooperation.

UEMS also noticed that EBAC (and ECSF) had sufficient time to adjust its German tax status (if this would be necessary as argued by it) in order to pursue the accreditation cooperation with UEMS as other ESABs do.

Furthermore, I have to notify you that my client does no longer wishes to pursue the negotiations with EBAC regarding a possible amicable settlement for the past accreditation fees due to UEMS and a new cooperation agreement to be agreed upon by and between EBAC and UEMS regarding accreditation that were lasting for years now, without success.

Hence, by this letter, UEMS terminates irrevocably and with immediate effect the current ongoing negotiations with EBAC on the aforementioned items.

2.

In addition to the above, UEMS, by this letter, notifies EBAC of the irrevocable and immediate termination of the cooperation agreement of 7 November 2007 relating to the EACCME accreditation of CME applications in the field of cardiology (the “Agreement”).

As explained in my letter of 8 January 2016 to you, this Agreement, despite its initial duration of twelve months, has been renewed for unlimited period of time and is still binding for the parties until one of them terminates it by notice served in writing to the other party.

Further to this termination, I would like to draw the attention of EBAC to the fact that it is no longer entitled to make any reference whatsoever to and/or create a confusion with third parties regarding a cooperation with UEMS and the European Accreditation Council for Continuing Medical Education (“EACCME”) established by the UEMS, in the field of accreditation of CME and CPE activities.

Without this enumeration being in any way exhaustive, this means that EBAC is, as of today, prohibited to:

- To use and/or to (directly or indirectly) refer to the name, logo and trade name “UEMS” and/or to “European Union of Medical Specialists” and/or its translation;
- To use and/or to (directly or indirectly) refer to the following registered trademarks:
  - o “EACCME” under the number 001955194;
  - o “ECAMSQ” under number 009083701;
  - o “ECMEC” under number 009238254;

- To use and/or to (directly or indirectly) refer to the name, logo and trade name “CESMA” and/or “Council for European Specialists Medical Assessment” and/or its translation;
- To use and/or to (directly or indirectly) refer to any documents, websites, logos to which UEMS owns all intellectual rights, including copyright and author’s rights;
- To use and/or to (directly or indirectly) refer to any websites related to UEMS and its services; and
- More generally speaking, to (directly or indirectly) refer and/or to create confusion between EBAC and UEMS and its services.


Any breach of thereof shall entail a prompt reaction of my client. My client has already instructed me to undertake any useful or necessary legal action whatsoever in order to secure its rights in this respect.

This letter is addressed to you without any acknowledgment or waiver of any kind and does not include an exhaustive statement of all my claims, rights and legal theories which are hereby expressly reserved.

This letter replaces a direct communication between parties and, hence, is deemed to be official.

In the meanwhile, I remain,

Very sincerely yours,



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