

## **POLICY ON THE USE OF INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS OF INTERTRACO (ITALIA) S.P.A.**

Intertraco (Italia) S.p.A. (hereinafter simply "INTERTRACO") owns and/or holds full and exclusive rights on its trademarks, trade names, logos, distinctive signs, designs, models, patents and all technical, commercial and promotional material, including catalogues, brochures, product sheets, texts, publications, images, photographs, graphics and any other content created by it (hereinafter collectively referred to as "IP Rights"). These IP Rights are protected by industrial and intellectual property laws, such as Legislative Decree No. 30 of 10 February 2005 (Industrial Property Code), Law No. 633 of 22 April 1941 (Protection of copyright and other rights related to its exercise) and by the Italian Civil Code, as well as by the corresponding international regulations. The protections cover all trademarks, trade names, logos, distinctive signs, designs, models, patents and all technical, commercial and promotional material, including catalogues, brochures, product sheets, texts, publications, images, photographs, graphics and any other content created and registered by INTERTRACO.

Is strictly prohibited the use as well as the application, of IP Rights owned by INTERTRACO, and registered by the latter, in relation to and/or in application to products not belonging to and/or originating by INTERTRACO, or that can be anyway attributable to the latter, as well as to images of products and/or to any other representations of products not belonging to and/or originating by INTERTRACO or attributable to the latter.

The promotion of IP Rights and/or of products owned by and/or registered by INTERTRACO (hereinafter simply "Products") must always and only keep the target to reach and then maintain high standards of quality for both INTERTRACO as well as for its IP Rights and/or for the Products, which involves the presentation, the way and type of channels used, the images, the wording and anything else that may influence this.

In order to maintain and/or to increase the value of the IP Rights and in compliance with these same, a third-party eventually duly authorized by INTERTRACO to use the IP Rights, must necessarily and mandatorily comply with the following rules, which are considered integral and binding part, subject to the explicit agreement between INTERTRACO and each third-party user singularly considered:

**1** - Each IP Right may not be used in any way without the express written consent from INTERTRACO;

**2** - Authorization to use the IP Rights shall not grant to the third-party user any rights other than those contained in the agreement entered in writing by INTERTRACO with the third-party user. The authorization does not grant the third-party user any additional property rights, ownership rights and/or licences. The authorization will never confer to the third-party user any additional license and/or further rights;

**3** - This authorization binds the third-party user to the destination and use of such IP Rights, documents, promotional materials provided by INTERTRACO, solely and exclusively in the manner and version provided by INTERTRACO. The information provided by INTERTRACO must be considered as definitive; therefore, any unauthorized amendment will be considered to the detriment of INTERTRACO, which will therefore have the right to take appropriate legal action to recover any damages suffered;

**4** - No material relating to Products and/or to their written and/or figurative representation, as well as the related and associated IP Rights, provided by INTERTRACO to the third-party user may undergo any alteration or modification by the user without the prior written consent of INTERTRACO;

**5** - Under no circumstances does the authorization grant a license and/or allow the user to make changes to names, technical specifications, logos, trademarks or other IP Rights, or to descriptions of INTERTRACO Products contained in websites, catalogues, brochures, product sheets or any other official material;

**6** - Under no circumstances does the authorization grant to the third-party user a license and/or allow the third-party user to present INTERTRACO Products on the third-party user websites, catalogues, brochures, product sheets or on any other official material in a manner that differs from what originally authorized and/or provided by INTERTRACO to the third-party user; the appearance, packaging and visual presentation of the Products and/or of the promotional materials created by and/or prepared by the third-party user must remain unchanged from what originally provided by INTERTRACO. The use and promotion of IP Rights and/or related Products via websites and/or e-commerce and/or social media channels and/or digital platforms is subject to specific authorization provided by INTERTRACO for each individual link;

**7** - Under no circumstances does the authorization allow the use of IP Rights outside the previously agreed IP addresses and/or the online sites, as well as outside the previously agreed social media channels, digital platforms and/or other areas and/or channels (e.g. trade fairs, markets, exhibitions, etc.) agreed in advance by INTERTRACO and third-party user, all the above in any case subjected to prior reviews, analysis and authorization in writing by INTERTRACO and the third-party user;

**8** - Under no circumstances does the authorization permit the creation and dissemination of information, notes or any information material and/or publications relating to the IP Rights and/or Products (e.g. newsletters) without prior review and written consent by INTERTRACO;

**9** - The use of IP Rights, including the use of images and/or photographs of the Products into promotional material not initially supplied by and/or directly provided by INTERTRACO to the third-party user, but autonomously realized by the latter such as catalogues or any other material, must be reviewed and approved in writing by INTERTRACO in advance. Under no circumstances is the publication and use of such representations, photographs, images and descriptions of the Products at trade fairs, markets, exhibitions or elsewhere permitted without the prior written approval of INTERTRACO;

**10** - Any use and/or distribution and/or public offering performed outside the established Territory or of the agreed sales channels concerning Products containing INTERTRACO's IP Rights, must be approved in writing by INTERTRACO.

The following is understood and binding on the user:

**a)** The use of INTERTRACO's IP Rights in relation to products and/or images of products not originating by INTERTRACO and/or attributable to the latter is strictly prohibited;

**b)** any use of INTERTRACO's IP Rights and/or material provided by INTERTRACO that differs from what is contained herein and previously agreed by the latter for its intended use shall be considered a violation of INTERTRACO's rights and will be prosecuted;

**c)** it is strictly forbidden to make misleading, distorted or otherwise non-compliant use of IP Rights and/or Products and/or any material owned by, originating from and/or connected to INTERTRACO, in such a way as to mislead the consumer about the origin of the products or their quality or technical and economic characteristics, their intended use or anything else not expressly provided for in the documentation supplied by INTERTRACO to the user.

*For any clarification or request for authorization, please directly contact Intertraco (Italia) S.p.A.*