



**REGULATION GOVERNING THE USE OF THE TRADEMARKS AND PHOTOGRAPHS OWNED
BY BIALETTI INDUSTRIE S.P.A.**

This Regulation for the use of trademarks and photographs owned by Bialetti Industrie S.p.A. (hereinafter, the "**Regulation**") aims to define the terms and conditions for the use of trademarks owned by the company: **BIALETTI INDUSTRIE S.p.A.** (P.IVA: 03032320248), headquartered in Coccaglio (BS) - Italy, Via Fogliano n. 1

(hereinafter "**Bialetti**" or the "**Owner**")

by the following entities, duly authorized by Bialetti:

- Italian and foreign distributors;
- Italian and foreign subsidiaries and their Distributors and Suppliers;
- Customers and Suppliers of Bialetti;
- Authorized technical assistance centres;
- Industrial and commercial partners in general;
- Agents and representatives.

(hereinafter "**Licensees**").

The purpose of this Regulation is also to define the terms and conditions for the use by the Licensees of the photographs of products bearing the trademarks Bialetti and Aeternum, in relation to which Bialetti has economic exploitation rights pursuant to art. 88 of Law no. 633/1941 (the so-called Italian Copyright Law or LDA), as well as of descriptions of products bearing the trademarks Bialetti and Aeternum, in relation to which Bialetti has copyright.

INTRODUCTION

- Bialetti is a listed company headquartered in Italy, active in the production and marketing of coffee makers, coffee machines, pots and pans and household items, as well as coffee, tea and herbal teas bearing the trademarks "Bialetti" and "Aeternum", trademarks of international renown of which Bialetti is the legitimate owner (hereinafter, jointly, the "**Trademark**");
- Bialetti has furthermore rights of economic exploitation pursuant to art. 88 of Law no. 633/1941 (the so-called "Copyright Law") of photographs of products bearing the Bialetti trademark and of products bearing the Aeternum trademark (hereinafter, jointly, the "**Photographs**"), and is the owner of the copyright on the descriptions of the Bialetti trademark products and on the descriptions of the Aeternum trademark products (hereinafter, jointly, the "**Descriptions**");
- Licensee wishes to be licensed to use the Trademark and/or the Photographs and/or the Descriptions of the products, in accordance with the terms and conditions described below;





- Licensee uses the Trademark, the Photographs and the Descriptions exclusively for the purpose of promoting and marketing the products manufactured and marketed by Bialetti Industrie S.p.A.

1) GRANT OF LICENSE

a) SCOPE OF LICENSE

1. The company Bialetti Industrie S.p.A. grants to the Licensee the non-exclusive and non-transferable right to use the Trademark/s:

- “BIALETTI”; and/or
- “AETERNUM”,

including any translation of such name in any language different from the language of its registration, within the limits and at the conditions set forth in this Regulation.

2. The company Bialetti Industrie S.p.A. furthermore grants to the Licensee the non-exclusive and non-transferrable right to use the Photographs, as well as the Descriptions of the products, within the limits and at the conditions set forth in this Regulation. The Photographs and the Description of the products will be provided by Bialetti to the Licensee by means of a shared digital storage space.

b) CONDITIONS OF USE

1. The Licensee shall not use or reproduce the Trademark with shapes, sizes, colours and/or proportions other than those expressly described in the Technical Specifications attached hereto under Annex "A" and published on the website www.bialetti.com and/or www.bialetti.it.

2. The Licensee shall not use photographs or descriptions other than those provided by Bialetti pursuant to Section 1.a)2 of this Regulation.

3. The Licensee undertakes to send to the Marketing Department of Bialetti Industrie S.p.A. a request containing:

- the description of the intended use of the Trademark, Photographs and/or Descriptions;
- a draft/sample of the materials and supports on which the Licensee intends to reproduce the Trademark, the Photographs and/or the Descriptions.

If the Marketing Department deems that the reproduction/use proposed by the applicant is not appropriate, it will issue a letter of refusal, indicating the necessary changes.

c) INTELLECTUAL PROPERTY





1. The Licensee accepts and acknowledges that Bialetti Industrie S.p.A. owns all the rights, titles and interests pertaining to the Trademark. The Licensee also accepts and acknowledges that Bialetti S.p.A. is the owner of the economic exploitation rights of the Photographs pursuant to art. 88 of the Copyright Law, as well as that Bialetti Industrie S.p.A. is the owner of the copyright on the Descriptions of the products.

2. Except as expressly provided for under Section 1.a) and 1.b) of this Regulation, Licensee has no rights on the Trademark, Photographs or Descriptions of products. Under no circumstances shall the Licence granted under this Section 1, nor any part of it be interpreted as an implicit license, for conclusive facts or otherwise, of any intellectual property rights owned by Bialetti Industrie S.p.A., other than the right of use authorized under Sections 1a) and 1b).

3. In no case will the license of use granted under this Regulation imply the right for the Licensee to create websites and/or social media accounts and/or to register or otherwise use Internet domains containing one or more Trademarks or the name or descriptions of Bialetti or Aeternum Trademark Products, both in Italy and abroad, with any extension and in any language.

4. In case of violation by the Licensee of this Section 1.c):

- The Owner shall have the right to immediately revoke the granting of use of the Trademark, Photographs and/or Product Descriptions;

- The Licensee shall immediately cease its conduct in breach of this Section 1.c), cancelling, if necessary, any Internet domains and/or social media accounts and/or trademarks and/or other intellectual property rights registered in violation of this Section 1.c).

In any case, Bialetti's right to request compensation for damages suffered as a result of the violation – including image damages - remains unaffected.

2) NO ASSIGNMENT

The granted license is personal. The Licensee shall not in any way assign, transfer or sublicense to third parties the use of the Trademark, Photographs and/or of the product Descriptions, or any of the rights granted under this Regulation without the prior written consent of the Owner.

3) LICENSEE'S OBLIGATIONS

a) The Licensee will be required to clearly indicate the connection between the Trademark, Photographs and Descriptions and the products of Bialetti Industrie S.p.A., in order to avoid the risk of confusion of such Trademark, Photographs and Descriptions with the products and services of others. The Trademark, Photographs and Descriptions of products shall be well connected to the products of Bialetti Industrie S.p.A.





and kept separate from the products of competing companies and shall not in any case be used in connection with products other than the products of Bialetti Industrie S.p.A.

The Licensee declares and guarantees not to be a developer or a distributor of products in competition with the products of Bialetti Industrie S.p.A.

b) The Licensee acknowledges that Bialetti Industrie S.p.A. is the sole and exclusive owner of Trademark and is the exclusive owner of the right of economic exploitation of the Photographs pursuant to art. 88 of the LDA, as well as of the copyright on the Descriptions of the products. The Licensee agrees to use the Trademark, Photographs and Descriptions of products in a manner that does not infringe in any way the rights of the Owner on the same Trademark, Photographs and Descriptions of products and will not perform any action that may in any way damage the reputation of the Trademark and/or of the Owner, including, without limitation, uses that could be defined as distasteful or illegal or whose purpose or objective is to encourage illegal activities, both during the period of validity of this License and thereafter.

Licensee agrees not to adopt, use or register any company name, trade name, trademark, service mark or certification mark, or other similar information, that contains in whole or in part the Trademark, or the names or Descriptions of the products covered by this License.

c) Use of the Trademark by the Licensee will represent an evidence of the actual use on behalf of the Trademark Owner for any purpose of trademark protection or renewal of registrations.

d) 1. Any initiative aiming to create and/or register or otherwise use Internet domains and/or social media accounts and/or websites containing one or more of the Trademarks listed above, both in Italy and abroad, with any extension and in any language, shall be subject to prior authorization by the Marketing Department of the Owner, which will also establish methods and contents.

Any link to the websites www.bialetti.com, www.bialetti.it, www.aeternum.it or www.bialettigroup.it or other corporate sites will be authorized only upon verification that the contents of the host sites are not unlawful, offensive, deceptive or harmful to the rights of the Owner or of third parties. The link must always be explicitly authorized by the Owner.

The Owner is not responsible for content and services offered by the host site. The only technical and commercial information that will be binding for Bialetti Industrie S.p.A. are those published through its corporate websites.

2. In case of violation by the Licensee of this Section 3.d):





- The Licensee shall immediately cease its conduct in breach of this Section 3.d), cancelling, if necessary, any websites, Internet domains and/or social media accounts in violation of this Section 3.d).
- The Owner shall have the right to immediately revoke the granting of use of the Trademark, Photographs and/or Product Descriptions.

In any case, Bialetti's right to request compensation for damages suffered as a result of the violation – including image damages - remains unaffected.

4) MONITORING AND CORRECTIVE ACTIONS

- a) The Owner has the right to conduct inspections toward the Licensee, in order to verify the correct use of the Trademark, of the Photographs and of the Descriptions of products.
- b) If the owner finds that the use of the Trademark, of the Photographs and/or of the Descriptions of products does not comply with the terms and conditions of this Regulation, the Licensee will be immediately imposed corrective actions in order to maintain the license. In case of serious non-compliance or failure to comply with corrective actions, the Owner shall have the right, at its discretion, to suspend or withdraw the license.
- c) The Licensee who becomes aware of violations of third parties in the use of the Trademark, Photographs and/or Descriptions of products, shall give immediate notice to the Owner and cooperate with the latter in order to obtain the cessation of such violations.

5) INDEMNIFICATION

The Owner shall be held harmless and indemnified from any legal or administrative action and from any claim for damages, direct or indirect (including loss of business profits) taken by third parties as a result of the diffusion, distribution and use of Trademark, Photographs and / or Descriptions of products by the Licensee in violation of the terms and conditions of this Regulation, regardless of the nature of such liability (breach of contract or otherwise), and even if Bialetti Industrie S.p.A. had been expressly informed of the possibility of such damages. In no case shall Bialetti Industrie S.p.A. be liable for any damage resulting from the use of the Trademark, Photographs and Descriptions of products by the Licensee in violation of the terms and conditions of this license.





6) DURATION OF THE LICENSE

a) The license of use will have the same the duration as the commercial relationship between Bialetti Industrie S.p.A. and the Licensee. Bialetti Industrie S.p.A. will maintain the right to withdraw the license at any time, upon reasonable notice.

The withdrawal is in any case enforced in case of:

- repeated non-compliance with the terms and conditions set forth in this Regulation or of the license;
 - bankruptcy or closing of the Licensee's business;
 - illegal or unfair use of the Trademark, the Photographs or of the Descriptions of products,
- without prejudice to Bialetti Industrie S.p.A.'s right to claim damages.

The Licensee may at any time by written notice inform the Owner of its intention to abandon/terminate the use of the Trademark, of the Photographs and/or of the Descriptions of products.

b) Following the withdrawal or termination for any reason of this License, the Licensee will immediately cease any use of the Trademark, of the Photographs and of the Descriptions of products.

7) LICENSE FEE

This license is granted free of charge.

The Owner, however, reserves the right for the future to introduce royalties for the use of the Trademark, of the Photographs and of the Descriptions of products, notwithstanding the right of the Licensee to terminate the License in case of disagreement on the amount of the royalties.

8) APPLICABLE LAW AND JURISDICTION

This Agreement is governed by Italian law and the Court of Brescia will have exclusive jurisdiction on any dispute concerning its interpretation or execution.

9) TACIT ACCEPTANCE

Anyone who wishes to obtain permission to use the Trademark, Photographs and/or the Descriptions of products are requested to return a copy of these Regulations countersigned for acceptance.





However, the use of the Trademark, of the Photographs and/or of the Description of the Bialetti Industrie S.p.A. products, even without express execution of this agreement, will constitute a tacit acceptance of the terms and conditions contained herein.

For acceptance

(Name and stamp of the company of the Licensee)





Annex "A": Trademarks / Logos

