



CEMBRE

GENERAL TERMS AND CONDITIONS FOR THE USE OF CEMBRE MARKS

These General Terms and Conditions govern the use of marks owned by:

CEMBRE S.p.A., with registered office at Via Serenissima 9, Brescia, Italy, Tax ID no. 00541390175

(hereinafter "**CEMBRE S.p.A.**" or "**Owner**")

by any of the following parties:

- Foreign and domestic distributors;
- Customers and Suppliers, Industrial and Trade Partners;
- Foreign Affiliates, their Distributors, Customers, and Suppliers.

(hereinafter denoted "**Licensees**")

INTRODUCTION

- CEMBRE S.p.A. is the owner of certain marks and logos of clear, worldwide renown and popularity (hereinafter jointly denoted: the "**Mark**");
- Licensees wish to license the Mark in accordance with the terms and conditions set forth *infra*;
- Licensees shall use the Mark solely for purposes of promoting and marketing CEMBRE products.



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1) LICENSING

a) SUBJECT OF THE LICENSE

CEMBRE S.p.A., upon accepting the application appearing in subpart (d) of the instant article, shall grant Licensee a personal, worldwide, non-exclusive, non-transferable, royalty-free license to use the following Marks:

- CEMBRE®
- Agil-E
- CRIMPSTAR®
- GENIUSPRO®
- INKGENIUS®
- LABELSTICKONSY
- MARKETline
- MARKINGENIUS®
- MAXIblock®
- MAXIbrass®
- MAXIinox
- MG2
- MG3
- MG4
- MK1 MARK-KING
- ND
- OELMA
- PRESSFIT®
- RINGCABLESYS
- ROBOKATTA®
- Robust-A
- ROLLY1000
- ROLLY2000
- ROLLY3000
- SICURCLIPS®
- SIGNCABLESYS
- SPIRALBLOCK®
- TEMPORAIL®
- TERMOBLOCK
- TERMOCOIL
- TERMOROLL
- TERMOSTRIP
- ZETAblock®
- ZETAmini®
- ZETApiù®

The following trademark owned by CEMBRE GmbH (wholly owned subsidiary of CEMBRE S.p.A.) is also subject to these General Terms and Conditions:

- IKUMA®

including any translation of the foregoing names into a language other than the one in which they were registered.

The license shall automatically extend to any new marks conceived by CEMBRE S.p.A. hereafter, provided the instant agreement is in effect, and absent any express objection by Owner. The license shall encompass all product images / renderings from the owner's catalogue.



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b) PURPOSE

- Promotion of the owner's product and Mark in any marketing copy, video, social-media platform, trade show, or website.
- References for operations and products carried out by Licensees for the benefit of CEMBRE.

c) METHOD OF USE

Licensee may not use or reproduce the Mark in any shape, size, colour, or proportion other than those expressly described in **Annex A** and **Annex A-bis**.

CEMBRE S.p.A.'s Marketing Office shall be responsible for coordinating the use of the Mark and images on all "corporate identity" media, including but not limited to: letterhead, company forms and print-outs, publications, signage, advertising material, and miscellaneous objects.

d) LICENSING APPLICATION FOR THE USE OF THE MARK

Licensee agrees to send CEMBRE S.p.A.'s Marketing Office a licensing application (**Annex B**) setting forth:

- a description of the use to be made of the Mark;
- a draft/sample of materials and media on which the Mark will appear.

The application will be answered with an authorisation letter (**Annex C**), which may further limit the use of the Mark.

Should the Marketing Office find that the Mark cannot be used in the form submitted by the applicant, a denial-of-authorisation letter (**Annex D**) including all required modifications will be sent.

e) INTELLECTUAL PROPERTY

Licensee stipulates that CEMBRE S.p.A. holds all rights, titles, and interests relating to the Mark. Licensee's License to use the Mark shall not be construed as any implicit (whether de facto or de jure) conveyance of CEMBRE S.p.A.'s intellectual property other than to authorise use of the Mark itself.

No license granted pursuant to the instant agreement shall, for any reason, give rise to Licensee's right to create websites and/or register or otherwise use any internet domain containing one or more Marks amongst those listed *supra*, whether in Italy or abroad, regardless of the extension or language used.

Breach of the instant provision shall cause the license of the Mark to terminate automatically, and trigger a demand to have the domain deleted or transferred on a gratuitous basis, without prejudice to CEMBRE's option to seek greater direct, indirect, and reputational damages at law, predicated on such breach of contract.



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2) RESTRICTION AGAINST TRANSFER

The License is non-transferable. Licensee shall not assign, transfer, or convey a sublicense to use the Mark (nor any other right conveyed herein) absent CEMBRE S.p.A.'s written content.

3) DUTIES OF THE LICENSEE

- a) Licensee shall conspicuously note the connection between the Mark used and CEMBRE S.p.A.'s products and services to avoid the risk of confusion with the products or services of another. The Mark shall be clearly linked to CEMBRE Products, with a clear distinction made with respect to any competing product; the Mark shall not, under any circumstances, be used in relation to products other than CEMBRE products.
- b) Licensee stipulates that CEMBRE S.p.A. is the sole and exclusive owner of the Mark. Licensee agrees to refrain from using the Mark in a way that might infringe upon the Owner's rights in the Mark itself, and shall refrain from any action that might in any way tarnish the Mark and/or the Owner's image, including but not limited to those uses which might be deemed in poor taste or illegal, or where the aim or objective is to encourage illicit activities, at any point whilst the License on the Mark is in effect, or at any time thereafter.

Licensee agrees to refrain from assuming, using, or recording any company name, trade name, brand mark, service mark, or certification mark, or other identifier of that ilk, containing (whether in whole or in part) the Mark subject to the License.

- c) Licensee's use of the Mark shall be deemed proof of use as defined under Mark-retention regulations, and shall be construed as proof of use for the benefit of the Mark's Owner. Licensee agrees to obtain such proofs of use at Owner's request.
- d) Any effort to create a website and/or register or use an internet domain containing one or more Marks amongst those listed *supra*, whether in Italy or abroad, regardless of the extension or language used, shall be subject to advance authorisation by Owner's Marketing Office, which Office shall further establish rules for the terms, conditions, and content for the same.

No link shall be made to www.cembre.com or to any other corporate website except to a destination site which is free of illegal, defamatory, fraudulent, or tortious content with respect to the rights of others. The use of any link must be expressly authorised by Owner.

Owner shall not be liable for the content or services offered by the linked site. The only technical and commercial information binding on CEMBRE S.p.A. shall be those posted to, and disseminated through, its official websites.



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4) SUPERVISION AND REMEDIAL MEASURES

- a) Owner shall have the right to conduct inspections (with or without notice) onsite with Licensee in order to verify the Mark is being properly used.
- b) Should Owner find, whether directly or based on reports, that the Mark has been used in a non-conforming manner (with respect to the terms and conditions of the instant agreement), remedial action shall be ordered of Licensee as a condition precedent to their retaining their License.
Should any egregious non-compliance or failure to take remedial action be discovered, Owner may - at its discretion - suspend or revoke the License.
- c) Should Licensee be on notice of any third-party infringement of the Mark, Licensee shall immediately report the matter to Owner, and cooperate with the latter to ensure such infringement cease.

5) INDEMNIFICATION

Owner shall be held harmless and indemnified against any judicial or administrative action, and from any claim for damages, be they direct or indirect (including lost company profits) instituted by any third party and arising from Licensee's dissemination, distribution, and use of the Mark, regardless of whether the claim sounds in contract or in tort, and regardless of whether CEMBRE S.p.A. was on notice of the possibility of such damages occurring. CEMBRE S.p.A. shall not be held liable for any damages arising from Licensee's use of the Mark which breaches the terms and conditions of the License itself.

6) TERM FOR THE LICENSE TO USE THE MARK

- a) The License to use the Mark is intended to be granted for the following term:
 - i. Foreign and domestic distributors: the license is granted in consideration of a distribution contract duly executed with Owner, and coterminous with such distribution contract; absent such fully executed distribution agreement, the license shall not be granted;
 - ii. Customers, suppliers, and industrial/trade partners: the license shall be coterminous with the parties' course of performance under their contract;
 - iii. Foreign affiliates: the license shall be perpetual.

The license may be revoked at any time by Owner, provided reasonable notice is given. The termination or cessation of the contract or supply arrangement with parties listed in points (i) and (ii) *supra* shall cause the license to be automatically revoked with no notice required.

Revocation shall regardless occur following:

- Reiterated breach of the terms and conditions for using the Mark;
- Bankruptcy or other insolvency proceedings instituted against Licensee;



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- Use of the Mark for illegal or fraudulent purposes;
Owner's right to seek greater damages at law shall stand.
By the same token, Licensee may, at any time, notify Owner in writing of that they wish to terminate their right to use the Mark.
- b) Following any revocation or cessation of the License regardless of the cause therefore, Licensee shall immediately desist from using the Mark in any form.

7) LICENSING FEE

The license is granted on a gratuitous basis.

However, Owner reserves the right, at any time hereafter, to charge royalties for the use of the Mark, without prejudice to Licensee's option to withdraw from the agreement because of any dispute over the royalty amount.

8) APPLICABLE LAW AND FORUM SELECTION

The instant agreement is governed by Italian law. Any dispute arising regarding the interpretation of, or performance under, the instant agreement shall be heard by the Court of Brescia.

CEMBRE S.P.A.

Rev. 2021/11



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Annex "A": Marks (figurative version)

 CEMBRE	 CEMBRE	
	 Cembre	Agil-E
Crimpstar®	 GENIUSPRO	
LABEL <i>stick-onsys</i>	MARKET <i>line</i>	MARKIN <i>Genius</i> 
MK1 mark-king	MAXI block®	MAXI brass®
MAXI inox®	 MARKINGENIUS 2	 MARKINGENIUS 3




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Annex "A-bis": Marks (figurative version)

		
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Annex B

Application for the use of the Mark

CEMBRE S.p.A.
Via Serenissima 9
25135 Brescia
Attn: Marketing Office
trademark@cembre.com

Applicant detail information

First Name and Surname _____
As representative for _____
Address _____
Phone _____ Email _____

Geographic scope of operations

<input type="checkbox"/> Italy	<input type="checkbox"/> Foreign Country (state which) _____
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Materials and media on which the Mark will appear (annex to the application)

<input type="checkbox"/> Posters	<input type="checkbox"/> Brochures/flyers	<input type="checkbox"/> Websites/banners
<input type="checkbox"/> Newsletters	<input type="checkbox"/> Letterhead	<input type="checkbox"/> Packages
<input type="checkbox"/> Literature for trade shows, events, performances	<input type="checkbox"/> Other	

Intended use

Applicant agrees to abide by the General Terms and Conditions governing the use of CEMBRE Marks as posted to www.cembre.com, which Applicant has thoroughly reviewed.

Date

Applicant - signature and stamp



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Annex C

Authorisation for the use of the Mark

To

Per your recent request, we hereby authorise you to use our Mark. Please note all limits and specifications set forth in the General Terms and Conditions for the use of CEMBRE marks as posted to www.cembre.com, with which you agree you are familiar, and which you herewith accept.

The Mark may only be used for CEMBRE products, and solely for the following materials, received in draft form and approved by Owner:

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-
-

Any additional extension shall be subject to a new authorisation.

Date

Owner - signature and stamp



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Annex D

Denial of an authorisation for the use of the Mark

To

In response to your recent request, we are writing to inform you that we are unable to grant an authorisation on the drafts as submitted for the following reasons:

The issues may be overcome as follows:

We therefore invite you to resubmit the material after you have followed the above instructions in order to remedy the defects found.

Please further note that use of the Mark is governed by the General Terms and Conditions for the use of the CEMBRE Marks as posted to www.cembre.com, which are known to, and accepted by, you.

Sincerely,

Date

Owner - signature and stamp