

**"madeincolours" COLLECTIVE TRADEMARK  
SPONSORSHIP AGREEMENT**

Between

**madeincolours srl**, with registered office in Milano (MI), via Locatelli, 6 - VAT position number 08656080960, listed in the Trade Register of Milan under number 2040054, in the person of its legal representative, Ms. Michela Kahlberg (Fiscal Code KHEMHL68A63F205J);

(hereinafter simply called the "MIC")

and

- \_\_\_\_\_,  
with registered office in (town) \_\_\_\_\_ (\_\_\_), (street)  
\_\_\_\_\_, Fiscal Code - VAT position number  
\_\_\_\_\_, listed in the Trade Register of \_\_\_\_\_  
under No. \_\_\_\_\_, in the person of its legal representative  
\_\_\_\_\_ (Fiscal Code  
\_\_\_\_\_);

(hereinafter simply called the "SPONSOR")

hereinafter collectively called the "PARTIES"

WHEREAS

- i. the LICENSOR is the owner of the "madeincolours" collective trademark as depicted here below



(hereinafter the TRADEMARK) for the products of the following classes : 2 / 16 / 17 / 18 / 19 / 23 / 24 as listed in the "Nice classification";

- ii. the use of the TRADEMARK is regulated by the Regulations of use of the "madeincolours" collective trademark (hereinafter the "REGULATIONS" - annexed hereto as B) and the specifications quoted therein;

- iii. the SPONSOR knows and agrees with the principles present in the REGULATIONS entirely adhering to it;
- iv. the latter is carrying out the following activity \_\_\_\_\_ and that activity does not entail changes/impairments of the PRODUCTS as defined in the REGULATIONS;
- v. the SPONSOR seeks to contribute himself whether economically or as a TRADEMARK awareness in the terms and conditions here set forth

now, therefore, the Parties

## **STIPULATE AND AGREE**

what follows:

### Article 1 – Preambles

The preambles shall constitute an integral and essential part of the present agreement.

### Article 2 – Scope

2.1. MIC grants the SPONSOR, the non-exclusive end-user license of the TRADEMARK, only in order to disclose-propagandize the dissemination and the awareness of the TRADEMARK itself, or on letterhead and relative envelopes, business cards, catalogs, brochures, poster designing, in the television, radio advertising and in the press, on plate and signs and on website.

Therefore, the SPONSOR shall explicitly undertake to not use the TRADEMARK to characterize products-items-goods and services. Anyway, any use of the TRADEMARK shall be prohibited, which may mislead the consumer and/or any third parties about the quality, origin or other features of the products-items-goods characterized by the TRADEMARK.

2.2 The use of the TRADEMARK anyway shall be carried out in accordance with the rules laid down in the REGULATIONS.

2.3 The SPONSOR, under its exclusive responsibility, may mix the TRADEMARK and its own trademarks or distinctive marks, provided neither prejudice for MIC's image nor deceit for the consumer arises wherefrom.

2.4. Complying with the AGREEMENT provisions shall mean, among the other things:

- (i) promoting and protecting the “Made in Europe” industry/production;
- (ii) establishing an effective monitoring system of the companies using the TRADEMARK;
- (iii) spreading to and making consumers aware, including through information and advertising actions, the criteria and characteristics of the finished products made with materials identified by the TRADEMARK;

The AGREEMENT, therefore, does not imply any limitations whatsoever to the SPONSOR’s business freedom in connection, by way of example only, with territories, customers, prices and sales terms, free circulation of products or other business decisions, all of which shall be to and under the SPONSOR's full discretion and responsibility.

### Article 3 – Contribution

3.1 As a contribution for the trademark's distributing and promoting, as well as anyway compensation for the present licensing application, the SPONSOR will pay to MIC the annual of amount:

- i. € 1.000 as *standard* sponsor;
- ii. € 2.000 as *gold* sponsor;
- iii. € 3.000 or more as *platinum* sponsor

The choice between the abovementioned classes relative to the total payments is free and discretionary and does not bind for the forthcoming year.

Therefore, the SPONSOR, from year to year, will be free to choice the amounts of payment to be done on basis of the indicated classes.

3.2 The withdrawal/termination of the AGREEMENT or the stop and/or cancellation of the right to use the TRADEMARK shall in no case involve the right to the restitution of the sums paid to the SPONSOR, much less the right to compensation or damages.

### Article 4 – SPONSOR's obligations - authorizations

4.1. The SPONSOR shall undertake to:

- (i) only use and reproduce the TRADEMARK according to the terms, colors, forms and writings previously supplied by MIC (or, in case, agreed upon on granting/renovating the license); MIC shall provide those having the right to use with the full version of the TRADEMARK in colors; in any case, reproduce the TRADEMARK in full, including in several sizes, provided with the composition proportions as per point (i) in the recitals above;
- (ii) notify MIC any third party's use of the TRADEMARK that is illegal or does not comply with the AGREEMENT or the REGULATIONS it may become aware of;
- (iii) notify MIC, within and not later than 15 (fifteen) days after their occurrence, any changes in the business name/denomination, changes of its legal status, changes of premises, opening/closing of manufacturing units and/or secondary offices;

4.2. The SPONSOR shall authorize MIC to register in specific lists-databanks (DATABASE), updated and managed by third parties instructed by the second one, which can be accessed through the [www.madeincolours.eu](http://www.madeincolours.eu) website or any future other websites.

### Article 5 – Duration

5.1. The AGREEMENT shall become effective starting from the date of signature and terminate after 12 months from the signature. It shall be renewed automatically every year without prejudice to either party's right of withdrawal, to be notified to the other party by registered letter with advice of receipt and certified e-mail with three months' notice.

### Article 6 – Responsibility

6.1. MIC, within the mandatory limits of the law, shall be exempted from any liability for damages or other responsibilities with the SPONSOR because of:

- (i) non-issue, nullity, invalidity, withdrawal or any other reason modifying or terminating the TRADEMARK rights;
- (ii) infringement of earlier TRADEMARK rights or any third parties' other rights as the result of the use of the TRADEMARK;
- (iii) granting of the right and/or use of the TRADEMARK by third party subjects -other licensees;
- (iv) exchange/release of data and information.

6.2. The SPONSOR shall be the only person responsible for the data and information provided on its registration and the information notified by it to MIC, which may be disclosed and/or published on the MIC's website or by other tools.

Article 7 – Termination of the AGREEMENT's effects

7.1. As the result of the termination of the AGREEMENT for any reason whatsoever:

- a) the SPONSOR shall be debarred from any right to further use the TRADEMARK;
- b) the SPONSOR shall be obliged to destroy, with no right to any compensation or indemnity from MIC, in the presence of the LICENSOR's officials, any materials, product and document that reproduce the TRADEMARK or where the TRADEMARK has been printed or impressed or that recalls its quality as a SPONSOR

Article 8 – Applicable rules

8.1. The recitals and annexes to this AGREEMENT shall be an integral part hereof.

8.2. For all that is not provided for in this AGREEMENT, including the Regulations, reference is made to the applicable provisions of the law.

8.3. Apart from the provisions of article 3.2, any amendment to this AGREEMENT shall be agreed in writing by the parties, under penalty of nullity.

Article 9 – Reference Law and competent Court

9.1. Should any litigation arise between the PARTIES in connection with the validity, construction, execution and termination of this AGREEMENT for any reason whatsoever, the Italian laws shall be applicable and the Court of Milan shall be competent on an exclusive basis.

Milan, \_\_\_\_\_

(place and date): \_\_\_\_\_

Madeincolours Srl

The SPONSOR

.....  
(Signature)

.....  
(Signature)

ANNEX A

TRADEMARK – madeincolours logo

ANNEX B

REGULATIONS for the use of the TRADEMARK