

TRADEMARK USAGE GUIDELINES

- 1. AUTHORIZATION.** The use of any trademark owned by Indena S.p.A. or its affiliates (hereinafter “Indena’s Trademarks”) is subject to express written authorization by Indena (“Authorization”) and ruled by the following terms and conditions (“Terms and Conditions”). Any use outside what is expressly allowed in the Authorization is not permitted. Failure to comply with the Authorization and/or Terms and Conditions at any time will result in denial of the Authorization or in its loss, if already granted, without prejudice for Indena’s right to seek compensation for damage at law or in equity.
- 2. INTENDED USE.** The use of Indena’s Trademarks in finished products claiming activities that have not already been confirmed as a results of Indena’s research activities is not allowed, unless specifically authorized by Indena.
- 3. USE OF SIMILAR INGREDIENTS.** The use of Indena’s Trademarks in finished products containing Indena’s ingredients blended with other ingredients belonging to the same botanical family or with the same ingredient of synthetic origin is expressly not allowed.
- 4. SALE OF INDENA’S INGREDIENT.** Indena’s Trademarks cannot be used to identify Indena’s ingredients resold as such, unless upon Indena’s authorization.
- 5. MENTION OF INDENA’S TRADEMARK(S) ON FINISHED PRODUCTS.** Indena’s Trademarks shall, subject to the provisions of the Authorization, be used reported on packagings containing Finished Products incorporating Indena’s ingredients identified by said Trademarks, as well as in any promotional or advertising materials of Finished Products, in addition to the name of the Finished Products’ manufacturer and the trademark or name of the finished product.
- 6. ARTWORK APPROVAL.** Any artwork and/or any advertising materials shall be authorized by Indena in writing before any publication and/or printing. Failure to obtain Indena’s written authorization shall cause the automatic termination of the Authorization.
- 7. NAME OF THE FINISHED PRODUCT.** Indena’s Trademarks shall be printed in characters smaller than the characters used for your company’s corporate name, trademark or name of the finished product and shall not in any event be displayed as to appear more prominent than your corporate name or the trademark or name of the finished product. Indena’s Trademarks shall be used on finished product boxes on the side panel only. Indena’s Trademarks shall not be used in a misleading manner inducing buyers of the finished product to believe either that Indena or its affiliates is the manufacturer of the finished product or that the finished product contains the Indena’s ingredient whilst this is not true in all or in part.
- 8. INDICATION OF OWNERSHIP.** Any mention of the Trademarks shall be accompanied by the indication that they are a “Trademark of Indena S.p.A., Italy”.
- 9. INDEMNIFICATION.** Indena is not responsible and shall not be liable for any use of Indena’s Trademark outside the scope of the Authorization and of this Terms and Conditions. You shall indemnify and hold Indena harmless from and against any damages arising from or related to:
 - a) any use of Indena’s Trademarks outside the scope granted by this authorization;

- b) labelling, marketing, sale or distribution of the finished product bearing, using or otherwise exploiting Indena's Trademarks leading to any infringement of third party's right and/or any use in violation of applicable laws, regulations and regulatory dispositions;
- c) use of Indena's Trademarks on a product which infringes the law;
- d) any untruthful statement or indication on the packaging of the finished product about the registration status of Indena's Trademarks in the nation where finished product is sold;
- e) any untruthful statements or indications about existence or status of patent rights related to the Indena's ingredient.

10. REVERSE ENGINEERING. You shall not, directly or indirectly, copy, modify, reverse engineer, design around, decompile, alter, create other works from, disassemble or otherwise attempt in any way to derive or determine characteristics, such as sequence or product characteristics, the physical properties, composition or molecular structure of any products, prototypes or material(s), reproduce or create something analogous to Indena's ingredients provided by Indena, or used by Indena to manufacture the ingredient and in any case you undertake not to attempt to file any proprietary rights on the Trademark or on the technology used to manufacture the ingredient.

11. RIGHTS ON THE TRADEMARK. You shall not derive any rights from use of the Trademarks and shall not register them in countries where the same are not registered.

12. CONFIDENTIALITY. You shall keep strictly secret any confidential data and information disclosed by Indena, which concerns Indena, its activities or its products, including the ingredient and Indena's Trademarks (the "Confidential Information"). You shall refrain from disclosing the Confidential Information to any other persons, bodies or entities and shall not use the Confidential Information other than for the purposes of this authorization.

Any reproduction of any confidential information shall remain the property of Indena and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by Indena. Computer files, copies, extracts or other reproductions thereof in whole or in part, containing or representing confidential information and all copies thereof which are in the possession of Indena, shall be and remain the property of Indena.

13. APPLICABLE LAW. These terms and conditions are governed by the Italian law without reference to conflict of laws principles. Any disputes concerning these Terms and Conditions and the Authorization shall be submitted to the sole jurisdiction of the Court of Milan.