

**Trademark and Advertising Images User Agreement (TAIUA):
Agreement for the use of BUFF® trademarks and BUFF® promotional
and advertising materials on internet and/or in distance sales**

Dear Customer,

The following is a legal agreement between you or the employer or other entity on whose behalf you are entering into this agreement ("you" or "CUSTOMER") and ORIGINAL BUFF, SA, company incorporated under the law of Spain, CIF A-58034000 with address at C/ França 16, 08700 Igualada (Barcelona), Spain (hereinafter, ORIGINAL BUFF)

By accepting the terms and conditions of this Agreement after your registration in the site you agree to be bound by the terms of this agreement and the Privacy Policy, which is deemed, incorporated herein and made a part hereof by this reference.

If you do not agree to all of the terms and conditions contained in this agreement, do not register, access or use this site or use the MATERIAL available in the site. The MATERIAL may consist of product and packaging images, look book images, marketing campaign images, videos and trademark images (hereinafter, the MATERIAL).

ORIGINAL BUFF may change these terms and conditions of this Agreement from time to time. Your continued access or use of this site and the MATERIAL constitutes your acceptance of such changes. Your access and use of the site and the MATERIAL will be subject to the current version of the Terms and Conditions posted on the Site at the time of such use. Please check regularly the current terms on the home page of the site.

If you do not agree to these terms and conditions, as they may be amended from time to time, stop accessing and using the site and the MATERIAL.

Hereinafter the ORIGINAL BUFF and CUSTOMER will be jointly referred to as "Parties" and either of them separately as a "Party".

I. RECITALS

- I. ORIGINAL BUFF is a company engaged in the manufacture and marketing of multifunctional tubular fabric garments, headgear products and apparel under the trademark BUFF® (hereinafter "BUFF® Products").

- II. The Trademark BUFF® is well-known by the general public, having attained prestige and reputation in the market which ORIGINAL BUFF wishes to protect in the future.
- III. In order to clarify and to homogenize the allowed and properly use of the BUFF® trademarks and other symbols owned by the ORIGINAL BUFF and the promotional and advertising materials of BUFF® products owned and/or commissioned by ORIGINAL BUFF all of them protected by intellectual property rights, ORIGINAL BUFF and CUSTOMER wish to enter into this agreement for the use of the BUFF® trademarks and BUFF® promotional and advertising materials on internet or in distance selling (hereinafter the "Agreement"), which will be governed by the following

II. CLAUSES

1. Subject-matter

- 1.1. This Agreement lays down the conditions under which CUSTOMER shall use BUFF® trademark and BUFF® promotional and advertising materials on internet and/or implement distance sale of the BUFF® Products in relation to the advertising and commercialisation of BUFF® products on internet.

These conditions established by ORIGINAL BUFF for the use of its trademarks and promotional and advertising images and materials by third parties constitutes a basic pillar for the long-term implementation of the business and for maintenance of the good will that the BUFF® trade mark has accumulated and the reputation it enjoys in the market.

- 1.2. The authorization of use of ORIGINAL BUFF's promotional and advertising images and materials given to CUSTOMER by virtue of this Agreement is personal, non-exclusive, without the right to sub authorization, non-transferable, non-assignable, revocable and royalty-free.

2. Requirements for the promotion, offer and/or distance selling of BUFF® Products on Internet.

CUSTOMER accepts that promotion, offer and/or distance selling of BUFF® Products on Internet must comply with the BUFF® Internet Policy for e-tailers, (hereinafter, IPE) attached at the Appendix.

In case of inconsistency between any provision of this agreement and the provisions of the IPE, the provisions of the IPE shall prevail.

2.1. In relation with the characteristics of the web page from which the promotion, offer and/or distance sales are operated

- (a) The domain name associated with the web page from which the offer, promotion and/or distance sales of BUFF® Products are made must not include the sign BUFF or signs confusingly similar.
- (b) CUSTOMER shall not register a domain name or sign up to social networks using the term BUFF identically or a sign confusingly similar to the term BUFF.
- (c) In any case, any domain name registered by CUSTOMER that include BUFF® sign or other ORIGINAL BUFF's trademarks, names and/or symbols, shall be abandoned by CUSTOMER.

Upon request of ORIGINAL BUFF, CUSTOMER accepts to transfer to ORIGINAL BUFF any domain name registered by CUSTOMER that include BUFF® sign or other ORIGINAL BUFF's trademarks free of cost within 15 days as per the date of the request.

CUSTOMER accepts to fully cooperate with ORIGINAL BUFF for the performance of such transfer.

2.2 Design and content of CUSTOMER's web page on which the BUFF® Products are offered promoted and/or sold.

- (a) CUSTOMER must not set up its web page using the design and content of ORIGINAL BUFF'S web page.
- (b) CUSTOMER's webpage may be designed using the data and advertising images and elements provided by ORIGINAL BUFF through its intranet BUFF® LIBRARY.

Such images may include: product and packaging images, images with models, marketing campaign images, videos and trademark images.

All matters concerning abiding by industrial and intellectual property rights whose ownership protects the advertising images and materials distinguishing signs and other works and designs created and/or commissioned by ORIGINAL BUFF, are subject to the compliance with the terms and conditions of this agreement and the terms and conditions of use of the MATERIAL available in the BUFF® LIBRARY that are attached at Appendix.

- (c) Use of images not provided by ORIGINAL BUFF's on CUSTOMER's websites is allowed, not preapproved by ORIGINAL BUFF. However, ORIGINAL BUFF will be able to request the removal or change of images that ORIGINAL BUFF considers that do not match with BUFF® trademark and ORIGINAL BUFF's communication campaign.
- (d) CUSTOMER shall promote and/or sell the products as they are supplied. CUSTOMER is not authorized to alter or modify the images of the products nor their original packaging or presentation in any way.
- (e) In the event that CUSTOMER offers the possibility of customized BUFF® products, CUSTOMER shall post the disclaimer set in article 2.4 b) and the information of minimum units required.
- (f) OUTLET section is allowed, but clearly separated from the current BUFF® collection.

2.3. Regulations concerning the Trademark BUFF®

In order to suitably identify the BUFF® trademark, the following points should be observed:

- (a) CUSTOMER shall use the Trademarks BUFF® in the form in which they have been registered and exclusively in relation to the BUFF® Products.
- (b) The word BUFF® and other logos or slogans owned by ORIGINAL BUFF may only be written using the typeface, colours, proportions indicated in the BUFF® Brand Use Guidelines available at the BUFF® LIBRARY and other instructions that ORIGINAL BUFF may provide.

The BUFF® Brand Use Guidelines is deemed incorporated herein and made a part hereof by this reference.

- (c) CUSTOMER shall not take any action or adopt any measures which could affect the validity of the Trademarks or any other logos or advertising images and materials of ORIGINAL BUFF and shall take care to protect the goodwill associated with such Trademarks, logos and other promotional elements. In particular, CUSTOMER undertakes to not seek the registration, in its own name or in the name of a third party, of any commercial name, domain name, trademark, symbol or logo of ORIGINAL BUFF, as well as not use or seek the registration of similar ones which cause or could cause confusion, whether directly or indirectly, with the Trademarks or the Products of ORIGINAL BUFF.
- (d) Nothing contained in this Agreement is construed to grant any license to any ORIGINAL BUFF's trademarks, symbols or any other Intellectual property of ORIGINAL BUF, other than an authorization of use of the promotional and advertising images and materials provided through the BUFF® LIBRARY.

2.4. Regulations concerning the bona fide and prevention of confusion.

- (a) CUSTOMER shall disclose clearly and accurately its relationship with ORIGINAL BUFF in its website devoted to the offer, promotion and/or sale of BUFF® products. CUSTOMER may post the following label: "AUTHORIZED RETAILER OF ORIGINAL BUFF® PRODUCTS".

CUSTOMER shall take all reasonable steps to prevent confusion about its relationship with ORIGINAL BUFF, an specially to prevent the false impression that CUSTOMER's site is an official site of BUFF®, or that CUSTOMER is an authorized or exclusive agent or seller of ORIGINAL BUFF.

CUSTOMER shall remove uncertain and any confusing statements referred to its relation with ORIGINAL BUFF that may be posted on its websites.

- (b) In addition to the foregoing, in the event that CUSTOMER offers the possibility of customized BUFF® products, the following statement will be also posted:

"ORIGINAL BUFF, SA is the owner and developer of the custom process".

- (c) CUSTOMER is allowed to run its own Promotional campaign for the BUFF® products in its websites. However, it must be clearly disclosed on the website the information that the Promoter of the referred promotional campaign is CUSTOMER, not ORIGINAL BUFF.

2.5 Compliance with laws applicable to the offer, promotion and distance sales on internet.

- (a) CUSTOMER shall have to comply with all the legal provisions applicable to the offer, promotion and distance sales on internet. In particular it shall have to ensure that the web page from which it operates contains, in a visible place easily accessible for users, all the information and notices required by the regulations on protection of consumer and user rights, on general contracting conditions and on electronic commerce.
- (b) CUSTOMER shall have to comply scrupulously with the obligations imposed by the legislation on personal data protection for the gathering, filing and processing of data of end consumers and users of the web page.
- (c) ORIGINAL BUFF cannot accept responsibility for complaints that may be made by customers or users of the CUSTOMER's web page for any damages they might suffer as a result of CUSTOMER's breach of the legal obligations incumbent upon it for promoting, offering and selling on internet.

CUSTOMER shall hold ORIGINAL BUFF harmless from any liability arising out to any claim, referred to the breach by CUSTOMER of the above and all legal obligations incumbent upon it for promoting, offering and selling on internet through CUSTOMER's websites.

2.6 In relation with promotion, offer and/or distance sales operated through social media networks.

For the promotion, offer and/or distance sales operated through social media networks, CUSTOMER shall comply with all applicable provisions set in articles 2.2 to 2.5.

3. Transition period.

CUSTOMER shall have a transition period of 1 month upon signature of this Agreement to implement the appropriate changes and measures in its website to comply with the undertakings of this agreement.

4. Duration

This Agreement comes into force on the date it has been signed/ accepted by the Parties and shall be valid until 30 April of the current year at the date of registration in the site, as long as during such period CUSTOMER commercializes BUFF® Products on internet.

This agreement shall be automatically renewed for successive one year periods from 1 May to 30 April next year, as long as CUSTOMER commercializes BUFF® Products on Internet, unless terminated by either party by notice given in writing, not less than 30 day's prior written notice to the other party before the date of expiry of the first year of the agreement or its renewal.

5. Earlier Termination

Either party may immediately terminate this Agreement by written notice if one party breaches any of the obligations or conditions under the terms of this Agreement, and

- a. It cannot be remedied; or
- b. If capable of being remedied, such breach is not remedied within 7 business days of a written request by the other party to remedy that failure.

The noncompliance of CUSTOMER with any of (1) the provisions of this Agreement, or with (2) ORIGINAL BUFF's internet Policy (3) the Brand Use Guidelines or (4) the terms of use of the material available in the BUFF®

Library will be considered a substantial breach of this Agreement, as well as an infringement act of the ORIGINAL BUFF's rights and ORIGINAL BUFF shall have the right to terminate this Agreement at any time with immediate effects.

The Termination of this Agreement by any reason shall result in the immediate termination of the CUSTOMER's authorization of use of the images of the trademark and advertising materials, as well as the immediate termination of the CUSTOMER account in the BUFF® LIBRARY, without further notice and without prejudice to ORIGINAL BUFF, SA's other rights at law.

Therefore, CUSTOMER shall must immediately stop using the images of the trademark and promotional and advertising material provided by virtue of this Agreement.

6. Confidentiality.

All information which the CUSTOMER may obtain or derive in connection with this Agreement which is not subject of general public knowledge is deemed Confidential Information and CUSTOMER agrees that CUSTOMER shall not disclose any Confidential Information or use any Confidential Information for his own benefit or the benefit of any third party, without the previous, express written consent of ORIGINAL BUFF.

This obligation of confidentiality shall survive the termination of this Agreement by any reason.

7. Agreement and Assignment.

This Agreement represents the entire agreement of the parties and supersedes any other oral, written, or implied agreements.

If a previous Trademark and Advertising Images User Agreement (TAIUA) between the Parties was signed/accepted before the present Agreement, the previous TAIUA shall be the Agreement that will govern the use of BUFF® trademarks and promotional and advertising materials on internet and/or in distance sales between the parties for the period of duration of the previous TAIUA until the signature/acceptance of the subsequent TAIUA.

The terms of this Agreement are contractual and not a mere recital.

The CUSTOMER's obligations under this Agreement are personal and cannot be assigned without ORIGINAL BUFF's prior written consent.

8. Amendments & Addendums

This Agreement is to be considered complete and final. However, both parties recognize the field of internet and e-commerce is rapidly changing and such changes may necessitate amendment or addition to this Agreement.

ORIGINAL BUFF may change the terms and conditions of this Agreement from time to time.

Continued access or use of the site and the MATERIAL by the CUSTOMER constitutes CUSTOMER's acceptance of such changes.

Access and use of the site and the MATERIAL will be subject to the current version of the Terms and Conditions posted on the Site at the time of such use. CUSTOMER commits to check regularly the current terms of this Agreement and the IPE on the site.

9. Communications.

All Communications between the parties must be addressed to the following addresses:

CUSTOMER
Contact details indicated in the registration

ORIGINAL BUFF, SA
C/ França 16
08700 Igualada. (Barcelona)
Spain

Tel: +34 93 805 48 61
Fax: +34 93 804 47 02
Email: legal@buff.es
FOA: ORIGINAL BUFF's Legal Department.

The parties hereby designate the above referred domicile for the purpose of notifications or communications with regards to this Agreement. Any

notification or communication with regards to this Agreement shall be made in writing by post, courier, e-mail, fax or by any other mean that provide record of reception by the other party.

The parties must notify of any change of address, fax number or email address for notifications as soon as possible using one of the above methods.

10. Applicable law and Jurisdiction

10.1. Spanish law governs this Agreement.

10.2. The Parties agree to submit all conflicts arising from or related to this Agreement to the Spanish courts of the city of Barcelona exclusively and they waive any other jurisdiction to which they may be entitled.

EFFECTIVE DATE: 1 OCTOBER 2017

APPENDIX

BUFF® INTERNET POLICY FOR E-TAILERS




| | |
|--|----|
| BUFF® INTERNET POLICY FOR E-TAILERS..... | 1 |
| 1. INTERNET POLICY: PURPOSE AND APPLICABILITY | 2 |
| 2. DISPOSITIONS FOR ONLINE STORES SELLING BUFF® PRODUCTS..... | 3 |
| 2.1 REGULATIONS ABOUT DOMAIN NAMES..... | 3 |
| 2.2 USING BUFF® LOGO AND BUFF® OFFICIAL IMAGES..... | 4 |
| 2.3 IMAGES OF BUFF® PRODUCTS | 4 |
| 2.4 PRODUCT NAMES AND DESCRIPTIONS | 5 |
| 2.5 GENERAL COMMUNICATION | 5 |
| 2.6 WEBSITE CONTENT AND SERVICES | 6 |
| <i>Customized products</i> | 6 |
| 2.7 USING REGISTERED TRADEMARKS BY BUFF®..... | 6 |
| <i>BUFF® Trademark</i> | 6 |
| <i>Other registered trademarks and icons</i> | 7 |
| 3. DISPOSITIONS FOR SOCIAL MEDIA NETWORKS AND OTHER INTERNET USES SELLING OR PROMOTING BUFF® PRODUCTS..... | 7 |
| 4. BENEFITS OF COMPLYING WITH THE INTERNET POLICY | 7 |
| 5. AGREEMENT AND LIABILITY..... | 8 |
| 6. ANNEX 1: GOOD AND BAD PRACTICES..... | 9 |
| 6.1 <i>Examples of good use</i> | 9 |
| 6.2 <i>Examples of bad use</i> | 9 |
| 7. ANNEX 2: TRADEMARK NAMES BY BUFF®..... | 10 |

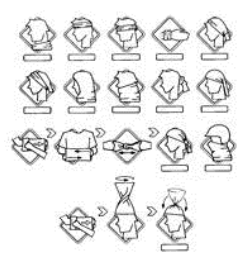
1. INTERNET POLICY: PURPOSE AND APPLICABILITY

The purpose of this Internet Policy is to guide, help and improve the sale, offer for sale and promotion of BUFF® products on Internet via websites or other specific channels, including social networks, blogs, mobile applications or similar (hereinafter, INTERNET USE). All guidelines and resources found under this Policy are designed to empower good practices and to summarize and avoid incorrect practices.

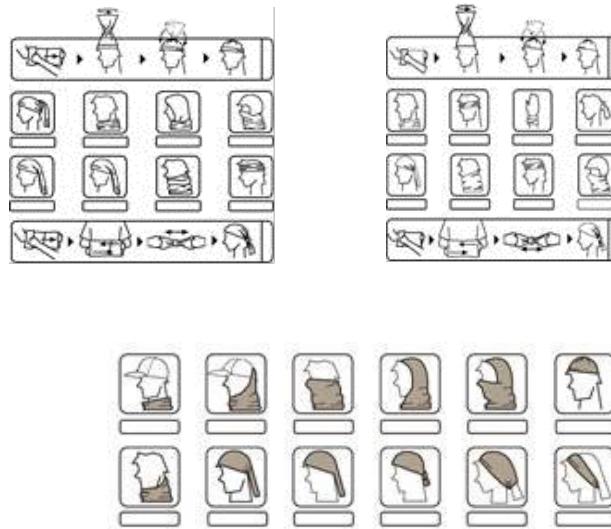
This policy is part of the Trademark and Advertising Images User Agreement, from now on **TAUIA**. Attached to the TAUIA you will find the **Brand Use Guidelines** document, with precise information about the use of branded content.¹

Consequently, among others INTERNET USES, this Internet Policy applies to all online stores selling BUFF® products.

- This Policy covers all existing trademarks owned by ORIGINAL BUFF S.A. and will apply also to any trademark registered in the future by ORIGINAL BUFF S.A.
- BUFF® is a registered trademark, property of ORIGINAL BUFF S.A, as well as these other trademarks, among others: ® Flat is boring®, , THERMNET ,  are also registered and owned by ORIGINAL BUFF S.A.
- The following H2W icons are also registered trademarks and copyright property of ORIGINAL BUFF, SA:



¹ No cal dir que el Brand Use Guidelines is attached to the Taiua, porque en el Taiua diem que aquest document esta disponible en la BUFF® LIBRARY



INTERNET POLICY: AGREEMENT AND LIABILITY

All INTERNET USES, in particular the use on websites intended to or devoted to sell BUFF® products need that the Terms and Conditions specified in the TAUIA are read, signed and agreed by its authorized representative.

Failure to fulfill this Internet Policy or any of the clauses included shall constitute a reason for legal prosecution by ORIGINAL BUFF S.A.

2. DISPOSITIONS FOR ONLINE STORES SELLING BUFF® PRODUCTS

2.1 REGULATIONS ABOUT DOMAIN NAMES

- Websites intending to sell BUFF® products are not allowed to use a domain name including the term “BUFF”.
- Websites intending to sell BUFF® products are not allowed to use any of BUFF® registered or unregistered trademarks and slogans as domain names. The trademarks owned by BUFF® are: BUFF Live more now®, Flat is boring®, Thermonet®, Mix&Match, among others. This policy applies as well to all trademarks registered by BUFF® in the future.
- Websites intending to sell BUFF® products are not allowed to use “BUFF” as a part of their email addresses, company name or contact details.

2.2 USING BUFF® LOGO AND BUFF® OFFICIAL IMAGES

- It is not allowed to use any of the BUFF® official logos or adaptations as the corporate image of a store.
- It is not allowed to use BUFF® logos as header image, favicon or logo of the store.
- The use of logos and images owned by BUFF® is described in the **Brand Use Guidelines**,² attached to the TAIUA. Please see here a short summary:
 - Brand standards keep communication uniform, correct, and prevent any misrepresentation of our valuable brand elements to protect the company.
 - Official BUFF® logos or BUFF® official imagery can't be modified or edited in any way. Official logos and images are available at the BUFF® Library:
<http://buff.bynder.com>.

*Please see our **Brand Use Guidelines** for further information on Logo and Image use.*

2.3 IMAGES OF BUFF® PRODUCTS

- All images and graphic material of BUFF® products and collections used by online stores must be always updated, matched to the corresponding collections and possess valid usage rights license in force.
- All marketing material will be available at the BUFF® Library. Please contact BUFF® or an official distributor in case of special needs.
- Using images without having signed the TAIUA or with an expired authorization might result in infringement of third party rights. ORIGINAL BUFF® S.A. will not be responsible for the incorrect use of graphic material made by the user (you).
- Please check the conditions and the authorized period of use for each image to know the validity of its usage rights and to act responsibly. Information on the authorized period of use can be found in each image's metadata.

To ensure a safe and correct use of graphic material, ORIGINAL BUFF SA provides official and valid content at the BUFF® Library. Once the authorization has expired, the resource will not be allowed to be legally used.

Please find our terms and conditions of use of the images available in the BUFF® Library at <http://buff.bynder.com>. To access to the BUFF® Library and download the

² Incorporated by reference to the TAIUA

images, the terms and conditions of the BUFF® Library must be read, signed and agreed by the authorized representative of the user.

2.4 PRODUCT NAMES AND DESCRIPTIONS

- The information describing BUFF® products must be correct and faithful to reality.
- As general rule, certain product names can't be modified. Exceptions might occur if major/technical reasons occur. The list of names not to be modified will be available and regularly updated at the **Brand Use Guidelines**, in the BUFF® Library. The names to keep unchanged (*18.07.2017 update**) are Thermonet® Neckwarmer, Thermonet® Balaclava, Thermonet® Hat, Pack Run Cap, Pack Run Visor, Pack Bike Cap, Pack Trek Cap.
- It is not allowed to use false information or data not corresponding to the products or collections.
- Products can't be attributed false features or grouped under inadequate categories.
- Registered trademarks featured by a BUFF® product but not owned by ORIGINAL BUFF® S.A. should be used according to the terms of use by the owner of each trademark. You agree to use these trademarks as provided by ORIGINAL BUFF, S.A. ORIGINAL BUFF® S.A. will not be responsible for the incorrect use of third party's trademark made by the user.

Please check our list of trademarks featured on BUFF® products.

The BUFF® Library is the best source for updated information on all products and collections by BUFF®.

Once signed and agreed the TAIUA and BUFF® Library's terms and conditions, access will be granted to the BUFF® Library and to all the resources inside it such as technical information, product descriptions and images of each BUFF® product and collection.

**Check Brand Use Guidelines for the updated list.*

2.5 GENERAL COMMUNICATION

The BUFF® official online store is owned and managed by ORIGINAL BUFF, S.A. Online stores following the TAIUA's terms and conditions will be recognized by ORIGINAL BUFF, S.A. as "AUTHORIZED RETAILER OF ORIGINAL BUFF® PRODUCTS".

These conditions must be followed to communicate accordingly to our Internet Policy:

- Avoid misleading content: It is not allowed to use images, logos, texts or any other type of content with the intention to be identified as a BUFF® official store.
- Information about the online store: It needs to be clearly specified that the website is a retailer selling BUFF® products and not an official store.
- Store identifier/label: Online retailers of BUFF® products can use the following label "AUTHORIZED RETAILER OF ORIGINAL BUFF® PRODUCTS"
- An online store selling BUFF® products is not allowed to identify itself in any of the following forms and similar variations (and their corresponding translations or local language adaptations): *"Official BUFF® store"- "Official BUFF® distributor" - "The BUFF® store" - "The biggest BUFF store" - "The website with more BUFF products" - "BUFF® Official distributor" - "Welcome to the official BUFF® store" - "The BUFF® store" - "Original BUFF® store" – "The original BUFF® Shop"*

2.6 WEBSITE CONTENT AND SERVICES

Customized products

- It is allowed to offer the option to acquire customized BUFF® products. In any case, it must be clearly quoted on the website that the customizing process is owned and carried by ORIGINAL BUFF SA at the BUFF® Headquarters

2.7 USING REGISTERED TRADEMARKS BY BUFF®

BUFF® trademarks include nominative and figurative type trademarks. They are all regulated by this Internet Policy.

BUFF® Trademark

- Always use BUFF® when referring to BUFF® as a brand or when describing a BUFF® product: the brand name must be written in capital letters followed by the trademark ® sign. Don't use plural forms or any other variation of it.
- Don't use BUFF® as a generic name to identify a certain product or category/product type such as tubular garments. When referring to tubular garments for neck, please use the following terms (or similar):
 - **English:** Tubular, Tubular scarf, neck gaiter, multifunctional scarf.
 - **Spanish:** Tubular, braga de cuello, bufanda tubular, cuello, bufanda multifunctional.
 - **German:** Tüch, schal, tubular, tuch multifunktionell.
 - **French:** Tour de cou, écharpe, foulard tube, cou.

- Rest of languages: please use English as a reference for different language corresponding translations.

Other registered trademarks and icons

Figurative and nominative trademarks owned by Original BUFF S.A. must be used in an appropriate way as described below.

- All nominative trademarks owned by Original BUFF S.A. must be mentioned as follows: **BUFF®**, **BUFF® Live more now®**, **Flat is boring®**, **Thermonet®**.
- The icons created and registered by BUFF® can be found inside the BUFF® Library as separate downloadable files. Registered BUFF® icons are grouped as icon collections and can't be modified for its use.

3. DISPOSITIONS FOR SOCIAL MEDIA NETWORKS AND OTHER INTERNET USES SELLING OR PROMOTING BUFF® PRODUCTS

Promotion, offer and/or sales operated through social media networks or other internet uses, must comply with all applicable dispositions set forth in point number 2 above.

4. BENEFITS OF COMPLYING WITH THE INTERNET POLICY

Websites selling BUFF® products and complying with the BUFF® Internet Policy will be granted the following benefits.

Access to all resources inside the BUFF® Library

The BUFF® Library contains official resources created by BUFF® and consisting, amongst others, of:

- Product images
- Model images
- Videos
- Trademark content
- Marketing Campaign images
- Product information
- Multilanguage information on products and product collections

Information on copyright and valid usage rights period can be found inside the metadata of each file.

Inclusion on the AdWords White Lists

All websites complying with the conditions specified on our Privacy Policy and having agreed and signed the TAUIA, will be granted access to the BUFF® AdWords White List.

Please note: To enjoy the benefits above, it is required to sign the TAIUA and the Terms and conditions of use for the BUFF® Library and inform of the site address when register in the BUFF® Library to add the site to BUFF® AdWords White List.

5. AGREEMENT AND LIABILITY

All websites willing to sell BUFF® products need to read, sign and agree with the Terms and Conditions specified in the TAUIA.

Failure to fulfill this Internet Policy or any of the clauses included shall constitute a reason for legal prosecution by Original BUFF S.A.

6. ANNEX 1: GOOD AND BAD PRACTICES

Please find examples of good and bad practices for rules mentioned on this Internet Policy. For graphic examples, please see our Brand Use Guidelines.

6.1 Examples of good use

General Communication

Global Headwear France is a headwear and neckwear accessories dealer. Among others, we sell products by global brands as BUFF®.

Trademarks

BUFF® products

6.2 Examples of bad use

Domains and email addresses

- BUFFstuff.com, OnlineBUFFshop.com, BUFFshop.de, GlobalBUFF.it.
- LivemorennowBUFF.com, Flatisboring.es
- help@buffshop.nl / shop@globalbuff.fr

Product descriptions

- Buy now the multifunctional BUFF! / Yellow BUFF for winter / Find your favorite BUFF! / Wintertime BUFFs / BUFFs

Claims

- Live more / Flat's boring / THERMONET

General Communication

- Global Headwear France is the biggest online official BUFF store. We have the widest selection of BUFF products in France.

Trademarks

BUFFs / BUFF-products / BUFF's products / BUFF® for children / Red BUFF® / Multifunctional Buff / BUFFs / BUFFs / BUFF-products / BUFF's agents

7. ANNEX 2: TRADEMARK NAMES BY BUFF®

Please find below all trademarks owned by BUFF®.

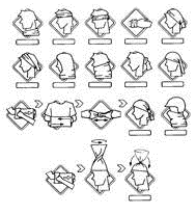
BUFF®

BUFF PROTECTION®

버프®

БΑΦΦ®

FLAT IS BORING®



LIVE MORE NOW

THERMNET

APPENDIX

TERMS AND CONDITIONS OF USE OF THE MATERIAL AVAILABLE IN THE BUFF® LIBRARY

The following is a legal agreement between you or the employer or the company on whose behalf you are entering into this agreement (hereinafter “you” or “customer”) and ORIGINAL BUFF,SA, company incorporated under the law of Spain, CIF A-58034000 with address at C/ França 16, 08700 Igualada (Barcelona), Spain.

By accepting the terms and conditions after your registration in the Site you agree to be bound by the terms of this agreement. If you do not agree to all of the terms and conditions contained in this agreement and the Privacy Policy, do not register, access or use this Site or use the MATERIAL.

ORIGINAL BUFF may change these Terms and Conditions of Use from time to time. Your continued access or use of this Site and the MATERIAL constitutes your acceptance of such changes. Your access and use of the Site and the MATERIAL will be subject to the current version of the Terms and Conditions of Use posted on the Site at the time of such use. Please check regularly the current terms on the home page of the Site

If you do not agree to these terms and conditions, as they may be amended from time to time, stop accessing and using the Site and the MATERIAL.

All the MATERIAL in the BUFF® Library is protected by the Spanish law and international treaties of intellectual property rights. The MATERIAL is created by ORIGINAL BUFF and/or is a commissioned work by ORIGINAL BUFF whose exploitation rights are assigned to ORIGINAL BUFF. ORIGINAL BUFF and/or the authors of the MATERIALS own all rights, including the copyrights on the MATERIALS.

By this Agreement, you are authorized to use and reproduce the MATERIAL, subject to the compliance with the terms and conditions of this agreement.

Use of the MATERIAL is strictly limited to 1) the promotion of BUFF® products 2) for the SPECIFIC collection to which the MATERIAL is referred to and 3) for the period of sell-out of the collection till the expiration of the collection and/or the expiration date informed in the MATERIAL, whichever occurs first.

The MATERIAL shall not under any circumstances be altered, rotated, changed or tampered with, either manually or electronically.

You may not resale or distribute the MATERIAL.

You may not produce or otherwise create for resale or distribution, printed reproductions of any MATERIAL by any means and on any support.

You may not transfer or make available in any manner the MATERIAL (in whole or in part) to a third party for the purpose of such third party to produce and/or manufacture or sell or promote goods competing or not with BUFF® products incorporating the MATERIAL (in whole or in part).

You may not use or display the MATERIAL (in whole or in part) in such manner that gives the impression that the MATERIAL (in whole or in part) was created by person other than the copyright holder and/ or the assignee of the exploitation rights, ORIGINAL BUFF, SA. You shall include on all printed supports (as well as, on all kind of emailing communications) displaying the MATERIAL a trademark or copyright notice as follows, depending on the applicable case:

“BUFF® is registered trademarks property of ORIGINAL BUFF, SA”

© 2017. ORIGINAL BUFF, SA. Promotional BUFF ® Images used under license of ORIGINAL BUFF, SA.

Upon expiration of the collection in issue to which the MATERIAL is referred or expiration of the date informed in the MATERIAL you shall immediately desist from any further use of the MATERIAL and you will destroy the MATERIAL. You may not store the MATERIAL upon expiration

of the collection in issue to which the MATERIAL is referred to or upon expiration of the date informed in the MATERIAL

Upon objection by ORIGINAL BUFF, SA, you shall immediately desist from any use or action in relation to the MATERIAL and you will immediately remove all uses and reproductions that show the MATERIAL under your possession and control.

Your failure to comply with the terms and conditions could result in the immediate termination of your account in the BUFF® LIBRARY and the no renewal of the account, without further notice and without prejudice to ORIGINAL BUFF, SA's other rights at law.

This authorization of use is personal, non-exclusive, nontransferable, non-assignable, revocable and free of charge.

ORIGINAL BUFF warrants and represents that the MATERIAL used in full compliance of these terms and conditions, will not infringe any copyright, trademark or other intellectual property right, nor will violate any third parties image rights.

Subject to the compliance by you of the terms and conditions applicable to the MATERIAL in issue and the applicable law, ORIGINAL BUFF shall hold you harmless from any liability arising out to any claim, referred to the foregoing warranty and representation. You agree to cooperate with ORIGINAL BUFF, SA in the defense of such claim, by notifying ORIGINAL BUFF, SA immediately and, in any case, no later than 5 business days from the date you were aware of or should be aware of the claim and forwarding copy of all correspondence received and exchanged of the claim. ORIGINAL BUFF, SA shall have the right to assume the handling, settlement and defense of the claim. ORIGINAL BUFF, SA shall not be liable for any legal fees or costs incurred prior to receiving complete notification of the claim and for no needed actions taken by you.

You are liable for the use of the MATERIAL in breach of these terms and conditions of use of the MATERIAL, for the context in which the MATERIAL is used by you, as well as, for the compliance with the applicable laws in force in your country. You shall hold ORIGINAL BUFF, SA harmless from

any liability arising out to any claim, referred to any use by you of the MATERIAL and the Site in breach of these terms and conditions of use, and specifically due to the use of the MATERIAL beyond the expiration date informed in the MATERIAL.

You warrant and represent that you have the full right and authority to entering into this agreement. In the event that you do not have such authority you agree that you will be personally liable to ORIGINAL BUFF for any breach of terms and conditions of Use of this agreement.

The Law of Spain shall apply to this Agreement and all its terms shall operate and be construed exclusively in accordance herewith. This Agreement shall be subject exclusively to the jurisdiction of the Courts of Barcelona.

No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless agreed in writing by the parties.

If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

Version 01 10 2017