

**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 or any internet channel from which the promotion, offer and/or distance sales are operated

- (a) The domain name and profile name associated with the web page, social network or marketplace, or other means 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, seller profiles or any profiles 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, identical or confusingly similar, shall be abandoned by CUSTOMER.
- (d) Any social media, seller profile or profile registered by CUSTOMER that include BUFF® sign or other ORIGINAL BUFF's trademarks, names and/or symbols, identical or confusingly similar, shall be abandoned, deleted, transferred or changed as ORIGINAL BUFF shall instruct to another profile name that do not include BUFF® sign or other ORIGINAL BUFF's trademarks, names and/or symbols, identical or confusingly similar.
- (e) Upon request of ORIGINAL BUFF, CUSTOMER accepts to transfer to ORIGINAL BUFF any domain name or profile 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 or changes and provide the information and execute and deliver all documents and instruments and take all such further actions, necessary to give full effect to this transfer or changes.

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

- (a) CUSTOMER must not set up its web page or profile account using the design and content of ORIGINAL BUFF'S web page.
- (b) CUSTOMER's webpage and/or profile/account may be designed using the data and advertising images and elements provided by ORIGINAL BUFF through its intranet BUFF® LIBRARY as long as CUSTOMER's website and/or profile/account comply with the terms and conditions of this TAIUA.

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 2.

- (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 at <https://buff.bynder.com> 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, and specially to prevent the false impression that CUSTOMER's site or profile/account is an official site/profile/account 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/ profile/account.

- (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"

"BUFF® is a registered trademark property of ORIGINAL BUFF, SA."

- (c) CUSTOMER is allowed to run its own Promotional campaign for the BUFF® products in its websites/ profiles/accounts. However, it must be clearly disclosed on the website/profiles/accounts 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/profile/account 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/profiles/accounts 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/profiles/accounts.

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 web-site 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 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 to the BUFF® Library.

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.com
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. Data Protection.

We only use Customer personal information in accordance with our **Privacy Policy (LINK)** Please take the time to read our Privacy Policy carefully, as it includes important terms which apply to you.

11. Applicable law and Jurisdiction

11.1. Spanish law governs this Agreement.

11.2. 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.

Version 27.04.2021

APPENDIX 1



BUFF® INTERNET POLICY FOR E-TAILERS

- 1. INTERNET POLICY: PURPOSE AND SCOPE OF APPLICATION**
- 2. PROVISIONS FOR ONLINE STORES SELLING BUFF® PRODUCTS THROUGH ANY INTERNET CHANNELS**
 - 2.1 DOMAIN NAMES AND PROFILES NAMES ON INTERNET**
 - 2.2 USING BUFF® LOGO AND BUFF® OFFICIAL IMAGES**
 - 2.3 IMAGES OF BUFF® PRODUCTS AND MARKETING MATERIAL**
 - 2.4 PRODUCT NAMES AND DESCRIPTIONS**
 - 2.5 GENERAL COMMUNICATION**
 - 2.6 CUSTOMIZED BUFF® PRODUCTS**
 - 2.7 CORRECT USE OF BUFF® TRADEMARKS**
- 3. BENEFITS OF COMPLYING WITH THE BUFF® INTERNET POLICY**
- 4. AGREEMENT AND LIABILITY**
- 5. ANNEX 1: EXAMPLES OF GOOD AND BAD PRACTICES**
 - 5.1 EXAMPLES OF GOOD USE**
 - 5.2 EXAMPLES OF BAD USE**
- 6. ANNEX 2: ORIGINAL BUFF'S TRADEMARKS**

1. INTERNET POLICY: PURPOSE AND SCOPE OF APPLICATION

BUFF® brand is one of the most valuable attributes of BUFF® products: The BUFF® brand distinguishes BUFF® products from those of competitors and they signify to the public the values of the BUFF® Brand and the high quality, design, and innovation of BUFF® products.

To maintain and protect the BUFF® brand, it is important to use the BUFF® brand properly.

Trademarks can be weakened and ultimately even lost if they are misused, allowing their use without appropriate restrictions and quality control.

These guidelines are designed to ensure a correct use of the BUFF® brand so the BUFF® brand remains strong and protected and to help and improve the sale, offer for sale and promotion of BUFF® products on Internet via websites or other online channels, including social networks, blogs, mobile applications or similar (hereinafter, INTERNET CHANNELS). 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 TAIUA FOR E-TAILERS. The TAIUA also refers to the BUFF® Brand Use Guidelines, which provides specific information of proper trademark use of the BUFF® trademarks and branded content, including standards governing colour, typeface, size, appearance of graphic element, with precise information about the use of branded content.

This BUFF® Internet Policy for E-TAILERS, the BUFF® Brand Use Guidelines and the terms and conditions of the TAIUA are available online at the BUFF® Library: <https://buff.bynder.com/>



This Internet Policy applies to all online stores selling BUFF® products through any online channels -INTERNET CHANNELS -, including websites, marketplaces, social networks, blogs, mobile applications or similar.

This Internet 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.



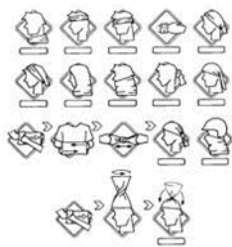
BUFF® is a registered trademark, property of ORIGINAL BUFF S.A, as well as these other trademarks, among others:



LIVE MORE NOW



The following H2W icons are also registered trademarks and copyright property of ORIGINAL BUFF, SA:





2. PROVISIONS FOR ONLINE STORES SELLING BUFF® PRODUCTS THROUGH ANY INTERNET CHANNELS

2.1 DOMAIN NAMES AND PROFILE NAMES ON INTERNET.



Do Not use BUFF® or signs confusingly similar, nor any other ORIGINAL BUFF's trademarks or slogans in the domain name and seller profile name associated to the website, marketplace, internet channel to offer, promote and/or sell BUFF® Products.



Do Not use BUFF® or signs confusingly similar, nor any other ORIGINAL BUFF's trademarks or slogans products as your commercial names, company name, contact email, contact means, or as a part of your email address.

2.2 USING BUFF® LOGO AND BUFF® OFFICIAL IMAGES



Do Not use any BUFF® logos or adaptation as the corporative image of your online store.



Do Not use BUFF® logos as header image, favicon or logo of your online store.



Do Adhere to the BUFF® Brand Use Guidelines, that specify how BUFF® trademarks should be presented.

The BUFF® Brand Use Guidelines provide guidelines about BUFF® trademark's colour, typeface, size, appearance of graphic elements, background. The BUFF® Brand Use Guidelines are available online at the BUFF® Library: <https://buff.bynder.com/>

2.3 IMAGES OF BUFF® PRODUCTS AND MARKETING MATERIAL

To ensure a safe and correct use of graphic marketing material, ORIGINAL BUFF SA provides official and valid content at the BUFF® Library (<http://buff.bynder.com>).

All images and graphic marketing material of BUFF® products is available at the BUFF® Library. Please contact us or an official distributor in case of special needs.

Each image and marketing content available in the BUFF® Library informs of the collection that belongs to and the period of usage rights. Information on the authorized period of use can be found in each image's metadata.

Once the authorized period of usage right is expired, the image cannot be used anymore.



All images and graphic material of BUFF® products and BUFF® collections used in your online store must be always updated, matched to the corresponding collections, and have usage rights license of use in force.

Please check the conditions and the authorized period of usage rights for each image to know the validity of its usage rights and to act responsibly.

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 use of images and graphic material made by you outside the informed authorized period of use.

To have access to and download to the images and graphic marketing material available in the BUFF® Library, the terms and conditions of the BUFF® Library must be read, accepted and signed by the e-tailer' authorized representative.

2.4 PRODUCTS NAMES AND DESCRIPTIONS



The family name and reference names of the products cannot be modified. Exceptions might occur due to a technical reason.

The information describing BUFF® products and their features must be correct and faithful to reality.

The BUFF® Library (<http://buff.bynder.com>) is the best source for updated and reliable information on the features of all BUFF® products and BUFF® collections. It provides technical information, product descriptions and images of each BUFF® product and BUFF® collections.



Do not use false information or data not corresponding to the products or collections.



Do not attribute false features or group under inadequate categories or families of the products.

Third party trademarks featured by BUFF® products, that is, not owned by ORIGINAL BUFF, SA should be used as provided by us. ORIGINAL BUFF, SA shall not be responsible for the incorrect use of third party's trademarks made by you.

There are some BUFF® products with sales restrictions in some territories. This affect mainly to products treated with biocide substances as Insect Shiel® and Heiq V-Block®. ORIGINAL BUFF, SA and official country distributors only sell BUFF® products to territories where are fully complaint and there is not restriction for the sale. Please contact us on questions regarding of list of approved countries.



It is your responsibility to ensure that the sale you made of BUFF® Product is fully compliant with local laws of markets where the products are sold into. **Failure to do this could result in important fines for you.**

2.5 GENERAL COMMUNICATION

The BUFF® official online store is owned and managed by ORIGINAL BUFF, S.A.

Online stores subscribing and adhering the TAUIA's terms and conditions will be recognized by ORIGINAL BUFF, S.A. as "AUTHORIZED RETAILER OF ORIGINAL BUFF® PRODUCTS".



Avoid misleading content: It is not allowed to use images, logos, texts or any other type of content with the intention to present your online store as a BUFF® official store.



Do Not use any BUFF® logos or adaptation as the corporative image of your online store.



Do Not use BUFF® logos as header image, favicon or logo of your online store.

It needs to be clearly specified that the online shop is a retailer selling BUFF® products and not an official store.

Example:



Correct store identifier/label: AUTHORIZED RETAILER OF ORIGINAL BUFF® PRODUCTS.



incorrect claims: 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 Original BUFF® store

The original BUFF® Shop

2.6 CUSTOMIZED BUFF® PRODUCTS

It is allowed to offer the option to acquire customized BUFF® products. It must be clearly quoted on the website and in any INTERNET USES that the customizing process is owned and carried by ORIGINAL BUFF SA at ORIGINAL BUFF, SA's Headquarters.

2.7 CORRECT USE OF BUFF® TRADEMARKS

BUFF® trademarks include word marks and graphic trademark (word + device).



Do use BUFF® trademarks as Proper Adjectives Followed by a Generic Term

Do not use BUFF® as a generic name to identify a certain product or category/product type such as tubular garments.

Trademarks should be used as adjectives followed by a generic name, and not as nouns or verbs.

Example:

✓ **Correct use:** BUFF® multifunctional headwear is suitable for ...

✗ **Incorrect use:** Buffs are suitable for...

When referring to tubular garments for neck, please use the following correct generic names (or similar):

✓ **English:** Tubular, Tubular scarf, neck gaiter, neckwarmer, multifunctional scarf, multifunctional headwear, snood.

✓ **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.



Do Not use BUFF® trademarks in the possessive form.

Because trademarks are not nouns, they should not be used as possessives.

Example:

✓ **Correct use:** We are increasing the number of families for BUFF® products.

✗ **Incorrect use:** We are increasing the BUFF®'s families.



Do Not use BUFF® trademark in the plural form.

Because trademarks are not nouns, they should not be used in the plural form.

Example:

✓ **Correct use:** Our clients enjoy BUFF® products.

✗ **Incorrect use:** Our clients enjoy BUFF®s.



Do Make BUFF® trademarks stand out and use proper Trademark notice symbol.

BUFF® trademarks should be distinguished from surrounding text to emphasize their registered trademark status, presenting the trademark word in capital letters (BUFF) or in bold typeface (**BUFF**) or presenting the trademark in its logo form and using the trademark notice symbols:

Example:

✓ **Correct use:** BUFF®

✓ **Correct use:** **BUFF**®

✓ **Correct use:**



Do Not alter BUFF® trademarks

Trademarks should be used consistently and not altered.

Do not abbreviate the trademark.

Do not make derivations of the trademarks: Buffer, Buffi...

Do not change the colours or typeface of the logo trademark.

Do not add words or design elements to the trademark.

Do not hyphenate the trademark.

BUFF® logos in the correct size, colour, typeface, appearance are available at the BUFF® Library:
<http://buff.bynder.com> .

Please check our BUFF® Brand Use Guidelines for further information on Logo and Image use.

3. BENEFITS OF COMPLYING WITH THE BUFF® INTERNET POLICY

Online shops selling BUFF® products adhering and complying with the BUFF® Internet Policy will receive the following benefits:

- ✓ Access to all resources inside the BUFF® Library (<http://buff.bynder.com>)
The BUFF® Library contains official resources created us 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 valid usage rights period can be found in the metadata of each file.

- ✓ Authorization to use BUFF® as keyword in paid digital campaigns.
E-tailers subscribing, adhering, and complying with the terms and conditions of TAIUA, will be granted to use BUFF® as keyword in paid digital campaigns, as for instance, Google AdWords, etc, ...



To be authorized to use BUFF® in paid digital campaigns it is required to sign the TAIUA, by accepting its terms and conditions when registering in the BUFF® Library and inform us of the site address when register in the BUFF® Library to not include your site in the AdWords Blacklist.

4. AGREEMENT AND LIABILITY

E-tailers willing to sell BUFF® products using BUFF® images and marketing materials has to subscribe the TAIUA by accepting its terms and conditions when registering in the BUFF® Library <http://buff.bynder.com>.

Failure to comply with this Internet Policy or any of the clauses of the TAIUA shall constitute a reason for legal prosecution by ORIGINAL BUFF, SA.

5. ANNEX: 1 EXAMPLES OF GOOD AND BAD PRACTICES

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

5.1 EXAMPLES OF GOOD PRACTICES.

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

5.2 EXAMPLES OF BAD USE

Domains and email addresses

✗ BUFFstuff.com, OnlineBUFFshop.com, BUFFshop.de, GlobalBUFF.it.

✗ Livemorenobuff.com, Flatisboring.es

✗ help@buffshop.nl / shop@globalbuff.fr

Product descriptions

✗ Buy now the multifunctional BUFF! / Yellow BUFF for winter / Find your favourite BUFF! / Wintertime BUFFs / BUFFs

Claims

✗ Live more / 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

ANNEX 6: ORIGINAL BUFF, SA's TRADEMARKS

Please find below examples of some of trademarks owned by ORIGINAL BUFF, SA:

BUFF®

BUFF PROTECTION®

버프®

БАФФ®



THERMONET COOLNET UV+

DRYFLX

Version 27.04.2021

APPENDIX 2

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”
© 2021. 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 defence 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 defence 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 an 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 27.04.2021