



INTELLECTUAL PROPERTY RIGHTS POLICY

Introduction and Purpose

As you know, Delizia S.p.A (“**Delizia**”) has earned its reputation through a deep-rooted commitment to innovation, tradition and quality. Our intellectual property thus reflects decades of creativity and dedication to excellence.

Accordingly, the purpose of this Intellectual Property Rights Policy (“**Policy**”) is to establish clear rules regarding the use and protection of Delizia’s intellectual property by all individuals and entities who engage with Delizia. This includes, but is not limited to, employees, contractors, suppliers, distributors, clients, and partners (collectively “**Business Associates**”).

By engaging with Delizia, all Business Associates accept the provisions of this Policy.

Intellectual Property of Delizia

For the purposes of this Policy, the term “**Intellectual Property**” includes without limitation, trademarks, logos, trade names, product names, slogans, packaging designs, copyrights, patents, industrial designs, drawings, images, photographs, product formulations, processes, technical data, know-how, methods, systems, and other proprietary content, whether registered or unregistered, created by or for Delizia.

All such Intellectual Property is and shall remain the exclusive property of Delizia. Business Associates hereby acknowledge and agree that through their relationship with Delizia, they do not acquire any rights whatsoever to the Intellectual Property.

Right to Use

Delizia may, at its sole discretion, grant a license for the use of its Intellectual Property to certain Business Associates. Such licenses shall always be granted in writing and shall be subject to the terms and conditions specified by Delizia.

When authorised, Business Associates shall undertake to use Delizia’s Intellectual Property always in accordance with Delizia’s instructions and in a manner that promotes Delizia’s goodwill and reputation.

Under no circumstances shall a Business Associate use Delizia’s Intellectual Property without written authorisation.

Duties and Covenants of Business Associates

Business Associates shall not, under any circumstances, claim ownership, right or interests in the Intellectual Property. They shall not make any representation, either directly or indirectly, that could create confusion regarding the ownership of such rights or suggest an affiliation or endorsement by Delizia beyond what has been expressly authorised in writing.

Business Associates must not attempt to register, in any jurisdiction, any trademarks, designs, logos, slogans, or other signs that are identical or confusingly similar to Delizia’s Intellectual Property. Any such attempt shall be deemed a material breach of this Policy.

Delizia must approve in advance any materials - including but not limited to advertisements, packaging, digital content, and promotional campaigns - that incorporate or reference Delizia’s Intellectual Property. No such materials may be published, distributed, or displayed publicly without Delizia’s prior written consent.

Delizia’s Intellectual Property must never be used in any context that could, in Delizia’s sole opinion, damage its brand, reputation, or goodwill. This includes, without limitation, use in connection with political, religious, or social messages, causes, or endorsements unrelated to the business relationship with Delizia.

Business Associates shall inform Delizia immediately upon becoming aware of any suspected infringement, misuse, or unauthorised use of Delizia’s Intellectual Property by any third party. Delizia shall have the exclusive right to determine the appropriate action to be taken in response to such infringement. Business Associates may be required to provide assistance, including documentation or witness support, in connection with such enforcement actions.

Delizia reserves the right to monitor and verify the manner in which its Intellectual Property is used. Business Associates agree to provide, upon request, any information that Delizia reasonably requires

regarding such use. Business Associates further acknowledge that Delizia retains control over the nature and quality of any products, services, or



representations associated with its Intellectual Property.

Furthermore, Business Associates must not alter, modify, distort, or remove any trademarks, logos or technical data associated with Delizia's products.

Finally, Business Associates shall not assist, enable, or encourage any third party to engage in activities that would violate this Policy if performed by the Business Associate.

Compliance

By engaging in business with or otherwise interacting with Delizia, Business Associates acknowledge that they have read, understood, and agree to be bound by this Policy.

Violation of this Policy may result in immediate termination of the business relationship and legal action, including claims for damages and injunctive relief.

Business Associates acknowledge that monetary

damages may be insufficient to remedy breaches of this Policy and agree that Delizia shall be entitled to seek specific performance and injunctive relief.

Miscellaneous

This Policy is effective from the commencement of any business relationship or engagement with Delizia.

The obligations regarding non-use and non-exploitation of Delizia's Intellectual Property shall survive indefinitely, even after the termination of the business relationship.

Delizia may amend or update this Policy from time to time, at its discretion. Any such changes will take effect once communicated to Business Associates, including via email, official communication, or publication on Delizia's website.

This Policy shall be governed by and construed in accordance with the laws of Italy. Any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the courts of Milan.