

MAKE IT PERFECT

INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION

_____ (hereinafter the "**Contractor**") acknowledges that in the performance of its services for MIP SPA (the "**Services**") it might be necessary to use, display or become aware of intellectual property rights belonging to MIP's Client (_____, hereinafter the "**Client**").

Contractor might use, display or become aware of trademarks, logos, distinctive signs, patents, drawings, designs, models, as well as samples, prototypes, sketches, software, tools, know-how or any other intellectual property right (hereinafter, "**Intellectual Property Rights**") belonging, at various capacities, to the Client.

Contractor understands that the Client is the sole owner of Intellectual Property Rights and that its eventual use is allowed exclusively for the performance Services, following MIP's instructions, and for the duration of the Services.

Any use of the Intellectual Property Rights shall be authorized in writing by MIP. Intellectual Property Rights shall be used exclusively in the form, manner, term and purpose as shared and authorized by MIP.

No alteration, modification, dissemination of Intellectual Property Rights is allowed if not authorized in writing by MIP for specific purposes.

Contractor declares and warrants to use Intellectual Property Rights in accordance with this clause and for the purposes of Services performance only.

At termination, for whatever reason, of the Services, or after receiving a simple request by MIP, Contractor shall immediately delete any Intellectual Property Rights, sending proof of cancellation to MIP within 3 days after termination or after receiving the request.

Contractor shall indemnify and hold MIP harmless for any cost (including legal fees), expense, liability, loss, damage or penalty arising or in connection with the performance or non-performance of its obligation under this clause and in any case arising or connected to a wrongful usage of Intellectual Property Rights, thus including damages and costs (including legal fees) that the Client itself might claim towards MIP.

Besides the above indemnification, that Contractor declares to have fully understood, Contractor acknowledges that violations of this clause shall cause MIP to hold the fee eventually due for the

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Services and/or MIP to seek for return of the fee already paid, without prejudice to further damage compensation.

Milan, ____/____/____

MIP S.p.A.

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Ferruccio Forcella
CEO

Contractor, for full acceptance

Name, surname Legal Representative