

TRADEMARK USE AGREEMENT AND ADVERTISING AND PROMOTIONAL MATERIAL RELATED TO FULCRUM WHEELS S.R.L.

This AGREEMENT (hereafter called "Agreement") is set between Fulcrum Wheels S.r.l., a corporation duly organized and existing under and by virtue of the Italian Law, located at Via Dell'Economia, 1 03 – 36100 Vicenza, Italy (hereinafter "Fulcrum Wheels") and

(Dealer/Distributor's Name), (Indicate if Individual, Partnership or Corporation) with its place of business for the sale of Fulcrum Wheels's trademarks in relocated at:

(hereafter called Dealer/Distributor").

WHEREAS

1) Scope of this Agreement is to regulate the use of Fulcrum Wheels's trademarks (hereafter the "Trademarks") and Fulcrum Wheels's advertising material, technical specifications and downloadable products, images available in the restricted access "Client Area" of the web-site www.fulcrumwheels.com (hereafter called "Materials") to original product Dealer/Distributor. Further scope is that of presenting to third parties Fulcrum Wheels's Company communication in strict and uniform manner under control of the Fulcrum Wheels.

2) the Dealer/Distributor recognizes that Fulcrum Wheels is a world-known cycling company and the owner of the exclusive rights on the trademark registrations and applications herewith attached and made available as further specified;

-the Dealer/Distributor recognizes that Fulcrum Wheels also owns exclusive copyrights on the Materials comprising the exclusive right of reproduction or modification. The present Agreement does not transfer nor limit in any way Fulcrum Wheels's rights upon its intellectual property rights.

NOW THEREFORE

3) Fulcrum Wheels grants to the Dealer/Distributor a royalty free Authorization to reproduce the Trademarks and the Materials for advertising and promotional purposes only in catalogs, leaflets, shops signs, shops dressing, stickers, printed materials to be distributed inside the shop, local newspapers or magazines advertising, sponsorship and advertising for bicycle competitions. The use in web-sites is only allowed for recognizable promotional messages and clearly referred to the Dealer/Distributor. However, it is allowed the possibility of inserting hyperlinks to the web-site www.fulcrumwheels.com.

The use of the Trademarks and of the Materials must be focused directly or indirectly to promote the image of Fulcrum Wheels and to increase the sells of Fulcrum Wheels's products.

4) The Dealer/Distributor cannot use the Trademarks or the Materials for advertising on national newspapers or magazines nor produce or authorize the production of gadgets with Fulcrum Wheels's Trademarks without the prior written consent of Fulcrum Wheels. Such limitation is not applied to magazines specialized exclusively in cycling.

5) In so doing, the Dealer/Distributor must exactly reproduce the Trademarks, including the graphical elements, following the Pantone and the chromatic specifications. For each and



every reproduction in electronic format, the Dealer/Distributor must only use the Trademarks and Materials provided by Fulcrum Wheels. Fulcrum Wheels will make available on a specific restricted access area of its website different reproductions of its Trademarks and Materials for the Dealer/Distributor to download them. The Dealer/Distributor cannot change the colors, reduce, resize or apply any other modifications on the downloaded Trademarks and Materials. The final reproduction must be of optimum quality and faultless definition.

6) The Dealer/Distributor can authorize third parties to reproduce the Trademarks and the Materials on its behalf (for example typographic, serigraphic, etc.) for advertising and promotional purposes ONLY in catalogs, leaflets, shops signs, shops dressing, stickers, printed materials to be distributed inside the shop, local newspapers or magazines, sponsorship and advertising for bicycle competitions, web sites, but CANNOT AUTHORIZE the use of the Trademarks or the Materials in third party's materials or websites.

7) The Dealer/Distributor cannot register, adopt or otherwise use Company name or domain names consisting of or comprising the Trademarks.

8) The Dealer/Distributor cannot reproduce or authorize the reproduction of Fulcrum Wheels's Trademarks on gadgets, as for example cycling water bottles, key cases, etc., without the written consent of Fulcrum Wheels.

9) The Dealer/Distributor must not use the Trademarks and the Materials in any way that will adversely affect Fulcrum Wheels's reputation. Every description of the products provided by Fulcrum Wheels must be accurate and not misleading. The Dealer/Distributor cannot use the Trademarks or the Materials to express opinions about Fulcrum Wheels's products or make comparisons with competitors' products.

10) By simple request of Fulcrum Wheels - and without expenses-the Dealer/Distributor commits itself within 15 days of the request to provide complete and exhaustive documentation of the advertising material done in relation to Trademarks and/or Material.

11) If the Dealer/Distributor breaches an obligation under this Agreement, it must undertake to destroy printed material that is not of sufficient quality or actively correcting any impression that has or may have adversely affected Fulcrum Wheels's reputation.

12) The Dealer/Distributor commits itself to the same clauses of this Agreement its legal successors.

13) This agreement can be terminated by either party by giving notice to the other in writings. If this agreement is terminated, the Dealer/Distributor must immediately stop using all material in its power, possession or control that includes the Trademarks or the Materials, within 30 days. Any electronic copies of the Trademarks or the Materials, including those on the Dealer/Distributor's website, must be permanently deleted.

14) This Agreement has an annual validity and it is understood to be tacitly renewed for an equal period in absence of a contrary will from the parts in written form.

15) If any of the provisions of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be considered effective as if the invalid, illegal or



unenforceable provision had never been contained herein.

16) This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties and cannot be changed or modified unless in writing signed by the parties hereto.

17) The validity, interpretation and performance of this Agreement shall be governed by the Italian Law without giving effect to the conflicts of laws provisions thereof.

18) This Agreement shall become effective upon its online approval by the Dealer/Distributor. The Dealer/Distributor will later receive a confirmation copy of this agreement which should be printed, signed and returned to Fulcrum Wheels.

Read, approved and signed

This day  of 201...

Fulcrum Wheels S.r.l.

The Dealer/Distributor

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In accordance and to the effect of arts. 1341-1342 of the Italian Civil Code, the parties expressly approve the conditions and agreements described in ns. 2, 5, 7, 9, 10, 12, 15, 17.

Read, approved and signed

This day  of 201...

Fulcrum Wheels S.r.l.

The Dealer/Distributor

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