

UNDERTAKING TO RESPECT INTELLECTUAL PROPERTY RIGHTS OWNED BY FONDAZIONE ARENA DI VERONA

The company _____ (hereinafter also referred as "the Reseller") undertakes, with reference to the agreement concluded with Fondazione Arena di Verona, with registered seat in I-37121 Verona, Via Roma, 7/d (hereinafter also referred as "Fondazione") by convention dated (hereinafter also referred as "the Convention"), to comply with the following provisions.

Art. 1: TRADE MARKS

Fondazione is owner of trade mark registrations with regard to the wording FONDAZIONE ARENA DI VERONA and to the following logo:



The Reseller undertakes to negotiate with Fondazione the concrete conditions of use of the above mentioned two trade marks within the activities covered by the Convention, and in any case undertakes to use the above mentioned trade marks always and only together with the symbol ® and to refrain from using other wordings or logos with reference to Fondazione.

Art. 2: COPYRIGHT ON TEXTS

In case the Reseller intends to use, within the activities covered by the Convention, the texts prepared by Fondazione with reference to Opera shows and/or to history of the Arena of Verona, he undertakes to apply to Fondazione for such texts in writing, specifying which texts the request refers to. In case the Reseller is authorized by Fondazione to use such texts, he undertakes not to amend them in any way and to insert the wording "© Fondazione Arena di Verona. All rights reserved" at the end of the texts. The Reseller is forbidden to use the above mentioned texts without being authorized by Fondazione. The prohibition also concerns the eventual downloading of the texts from the Internet web site of Fondazione.

Art. 3: COPYRIGHT ON PICTURES

In case the Reseller intends to use, within the activities covered by the Convention, the pictures owned by Fondazione with reference to the Arena of Verona and/or to the Opera shows which take place in the theatre, he undertakes to apply to Fondazione for such pictures in writing, specifying which pictures the request refers to. In case the Reseller is authorized by Fondazione to use such pictures, he undertakes to insert the wording "© Fondazione Arena di Verona. All rights reserved" close to the pictures. The Reseller is forbidden to use the above mentioned pictures without being authorized by Fondazione. The prohibition also concerns the eventual downloading of the pictures from the Internet web site of Fondazione.

Art. 4: RISK OF CONFUSION

The Reseller, when promoting the activities covered by the Convention, shall take the appropriate measures in order to avoid any likelihood of confusion between Fondazione's activity and the Reseller's activity. In particular, when promoting his services by Internet, the Reseller undertakes to take the appropriate measures in order to distinguish his web site from the one owned by Fondazione, using on the web site wordings like "Authorized Resellers" or similar ones in a clear way, and undertaking not to use wordings like "Official Web Site",

"Official Reseller", or similar ones. In case the Reseller's web site is listed in search engines, the Reseller shall take care of arranging the situation so as to clearly state, in the title corresponding to the outcome, that the listed web site is not owned by Fondazione, but by an Authorized Reseller. In case the Reseller is already owner of one, or more, Internet web sites connected to the activities covered by the Convention, the Reseller undertakes, at Fondazione's request, to act so as to amend the eventual titles of outcomes appearing in search engines in case such outcomes give rise to a likelihood of confusion between the Reseller's activity and Fondazione's activity.

Art. 5: INFORMATION TO THE PUBLIC

The Reseller undertakes to provide the purchasers of the tickets for the shows covered by the Convention with all information about rules of behaviour which must be complied with, and about prohibitions in force, during the shows. A list of these rules and prohibitions is enclosed to the present deed (Annex A), and Fondazione will also provide the Reseller with a sufficient amount of brochures containing the above rules, so as to make it possible for the Reseller to ensure the spread of such information to the purchasers of the tickets.

Art. 6: NEW DOMAIN NAMES

The Reseller undertakes to apply in writing to Fondazione in case he intends to register new domain names containing the words "arena" and/or "opera". The Reseller undertakes also, at Fondazione's request, to give his consent to the transfer to Fondazione of eventual domain names containing the words "arena" and/or "opera" which have been registered by the Reseller before the Convention came into force.

Art. 7: HARMFUL CONTENTS

The Reseller undertakes, in publications and/or in Internet web sites connected to the activities covered by the Convention, not to insert any contents which may be detrimental to the image of Fondazione, i.e. containing outrages or denigrations directly addressed to Fondazione or contrary to public policy or morality in themselves.

Art. 8: DURATION

The present deed is effective for one year after the date of signature, and shall not be automatically renewed on expiry. The Reseller shall be entitled to back out of the present deed before the expiry date only in case of, and simultaneously to, lapse of the Convention.

Read, confirmed and signed.

_____ (signature and stamp)

_____ (name and quality)

_____ (place and date)