

BEFESA



Confidentiality and Industrial & Intellectual Property Policy

Approved: December 2020

Purpose and Scope

Befesa is aware of the value of its assets, in particular the industrial and intellectual property rights inherent in the innovative knowledge generated during the progress of its activity and strives to protect it by adopting appropriate measures for interactions with its employees and with third parties.

One of these measures is the present corporate policy on confidentiality and industrial and intellectual property (the '**Policy**'), which aims to establish the operational rules and standards to be applied at Befesa, as well as of third parties, for effective protection of the industrial and intellectual property of Befesa, guaranteeing a high level of security and compliance with current legislation.

Considering the serious damage that would be caused by any potential limitation, loss or violation of its industrial and intellectual property rights, Befesa will subject all its employees, collaborators and, in general, all persons or entities directly or indirectly related to Befesa to the commitments, principles and rules of conduct set forth in this Policy; it is one of the various measures adopted to ensure its effective protection.

This Policy is mandatory for all employees and directors of Befesa (the '**Personnel**').

The Policy consists of the following rules and standards:

Industrial and Intellectual Property

1. Befesa is the exclusive owner of the industrial and intellectual property rights generated by its operational activity. They should be understood to be those rights recognised by law that, among others, grant Befesa the power to dispose of, access, use, disclose and/or exploit all types of inventions, works, intellectual creations and, in general, innovations that arise as a result of its operational activity, including any knowledge and information, whether technical or not, that due to its value and usefulness for the business, Befesa strives to keep secret by preventing its disclosure and taking special protective measures.
2. Any person or entity directly or indirectly related to Befesa must comply at all times with applicable law as well as with the internal regulations approved by Befesa and with the best practices in the sector regarding the protection of confidentiality, good faith and respect for industrial and intellectual property; they must also be very diligent and take special care when they are using and handling any knowledge and information that may constitute a business secret owned by Befesa, in accordance with the law.
3. The Personnel must carry out their functions in line with the criteria and instructions of their superiors and use the means, documents and information that Befesa makes available solely and exclusively to exercise the functions entrusted to them; they must not use them for their own benefit or for that of a third party, except with the prior express written authorisation of Befesa.
4. The Personnel shall immediately notify Befesa of any invention and/or innovation arising or developed either during performance of their duties or through the use of materials, means and/or information provided by Befesa, so that Befesa may properly ensure its corresponding industrial and intellectual property rights.

5. The Personnel must know and adopt all security measures approved by Befesa to guarantee the confidentiality, availability and integrity of the knowledge and information that may be protected by industrial and intellectual property rights, in particular if they constitute a business secret owned by Befesa and/or a third party. These security measures are described in Befesa's IT Policies.
6. Befesa stresses the strategic importance of its industrial and intellectual property rights and business secrets as fundamental assets to guarantee its competitiveness, and imposes on its Personnel, collaborators and third parties, confidentiality obligations and other safeguards to ensure the preservation of such assets.
7. Befesa systematically restricts access to any knowledge and information that Befesa has classified as confidential and/or that may constitute a trade secret of its own. Befesa only authorises access to those employees who need to know the information in order to properly perform their job based on the 'need to know' basis.
8. Befesa will only provide its Personnel with all the information, means, equipment and, in general, resources necessary for their work purposes and always aligned with the interests of Befesa, expressly prohibiting use for their own benefit or that of a third party without the prior and express consent of Befesa. This applies in particular if they are inventions and creations that may be protected by industrial and intellectual property rights and/or business secrets, whose ownership and exploitation rights are exclusively attributable to Befesa.
9. The Personnel will exercise utmost diligence to guard knowledge and information that Befesa has expressly declared to be confidential or that constitutes a business secret of its own.
10. Being fully aware of the cyber risk exposure of its proprietary information, Befesa maintains active policies and internal rules regarding information and computer systems security in order to guarantee proper use and maintenance of its system as well as the effectiveness of the implemented security measures.
11. Without the express prior written authorisation of Befesa, the Personnel shall refrain from disseminating or disclosing any knowledge and information that has been classified as confidential or as a business secret to third parties or to other employees who have not been expressly authorised by Befesa to access such knowledge and information.
12. The Personnel shall refrain from challenging or claiming industrial and intellectual property rights on the work carried out during the course of their relationship with Befesa, whether it be labour, commercial or other.
13. The Personnel shall not perform or compromise acts that may imply an infringement of the industrial and intellectual property rights of Befesa, its competitors or third parties, especially if they are third parties with whom they have previously had a labour, commercial or other relationship. Specifically, the Personnel shall ensure that the utilised information and knowledge or the innovations obtained in the course of their work for Befesa do not infringe upon the industrial and intellectual property rights of third parties.

14. Befesa has a Whistleblowing channel for reporting infringements (<https://www.bkms-system.net/Befesa>). This channel allows Personnel to report any act or conduct constituting a violation of industrial and intellectual property rights of Befesa, its collaborators or third parties.
15. The Personnel undertakes to understand, observe and strictly enforce any internal policies, rules and/or guidelines that have been approved by Befesa to ensure adequate protection and management of confidential information, business secrets and industrial and intellectual property rights it owns.

Trademarks and Corporate Image

16. Befesa[®] is a registered trademark of the company, representative of its prestige and the quality and excellence of its products and services; therefore, it is important to know and use it properly.
17. Personnel must use the logo and corporate colours properly. If anyone detects any potentially incorrect or improper use of any trademarks, trade name, domain name, logo and/or distinctive sign of Befesa by a third party, you must immediately notify Befesa's Legal Department (legal@befesa.com) to ensure that the appropriate defence measures can be taken.
18. From the moment they join Befesa, the Personnel makes the following commitments in relation to Befesa's trademarks and distinctive signs:
 - Make appropriate use of Befesa's trademarks, logos and other distinctive signs, refraining from claiming rights over them or performing acts in relation to them that may question or jeopardise Befesa's legitimate rights.
 - Refrain from carrying out acts that could be considered illegal, dishonest, unfair, or in general against the law, commercial uses or good faith required from market operators, insofar as they could compromise the image and reputation of Befesa or generate liabilities attributable to it.
 - Protect Befesa's trademarks against any improper, illegal and/or unauthorised use by third parties in order to preserve their distinctive characteristics.
19. Regarding its trademarks and distinctive signs, both those of a corporate nature and those identifying its products and services, Befesa's policy is aimed at providing them with the necessary legal strength, defined characteristics and capacity to remain in the market.
20. Trademarks must be used in the manner in which they are registered and, although it is not mandatory, it is advisable for them to be accompanied by the [®] symbol, from the moment they are registered.
21. Befesa has a corporate identity manual that must be complied with.
22. The design of the advertising platforms is a key factor for the positioning of the brand in the market. Therefore, agreements with third parties for advertising promotion of the brands, shall include clauses regarding:

- obligation to use the brand in accordance with the guidelines and directives provided by Befesa;
 - exoneration of Befesa from liability for unauthorised use of third party rights;
 - recognition and exclusive assignment to Befesa of the industrial and intellectual property rights on the obtained creative result.
23. In the event that the trademarks are exhibited at trade fairs or promotional events, it must be verified beforehand that they are registered by Befesa or at least requested in the countries where the event is held; and the promotional material must be identified with the copyright in favour of Befesa.
24. In order to safeguard the use of the Befesa® trademark by third parties, the following terms, among others, must be included in the agreements signed with suppliers, distributors or customers:
- commitment to use the trademark as authorised;
 - not to create or register identical or similar trademarks or domain names that incorporate all or part of the trademark, either in Spain or in any country abroad;
 - not to challenge Befesa's trademark rights;
 - not to create advertising material without the mandatory approval of Befesa;
 - communicate any act of infringement of the trademark of which they are aware;
 - cease using the trademark when the agreement is no longer in effect and return any documentation in their possession related to the trademark to Befesa.
25. Befesa watches and defends its trademarks and domains in order to prevent or, if necessary, claim possible infringements of its rights as well as to oppose third parties from registering new trademark and domain applications that may harm Befesa's legitimate interests in the market.

Confidentiality

26. Befesa expressly prohibits the use of confidential information for purposes not strictly related to the work performance of its employees.

For the purposes of this Policy, 'Confidential Information' refers to all information that is not generally known and is not part of public domain, provided either verbally, in writing or in any other tangible form and which has been, or is being, created or discovered by or on behalf of Befesa or received by Befesa under an obligation of confidentiality, including any level of creation and archiving, whether on paper, computer file or any other system, and specifically (including but not limited to): know-how, business secrets, plans, estimates, statistics, studies, forecasts, outlines, sketches, drafts, project proposals, marketing and sales programs, customer lists, reports, documentation, computer databases, training materials, inventions, designs, discoveries, intellectual works or creations, trademarks, designs and other industrial and intellectual property rights, formulas, models or business plans, conversations, market opportunities and commercial or business organisation issues, or its group or associated companies, its customers or other contacts, concepts of market structures, new processes or products, changes in prices, acquisitions, takeovers or liquidations, changes in management, legal proceedings or legal advice of Befesa or any supplier or customer commercially affiliated with Befesa.

27. The Personnel is obliged to:

- maintain strict confidentiality and secrecy regarding all documentation, material and information, which they may have obtained directly or indirectly from/within Befesa and/or the projects in which they may participate during the term of their employment or contractual relationship; they are responsible for ensuring compliance with this obligation of secrecy and confidentiality vis-à-vis the rest of the employees, collaborators and/or third parties.
- not to disclose or disseminate it to other employees or third parties that are not expressly authorised and not to extract such information from Befesa without prior written authorisation from the latter.
- to hand over all records, documents, reports and papers in their possession on the termination date of the contract.

Failure to comply with the obligations contained in this document may result in sanctions by Befesa, which, depending on the circumstances, may even involve termination of the employment – all without prejudice to any possible compensation for damages or legal action that may be taken by Befesa.

28. Publication or disclosure of Confidential Information of any kind, either directly or through third parties, may lead to legal action. If, for whatever reason, this type of information is disclosed unintentionally, the employee must immediately notify Befesa's management or HR department.

29. It is completely forbidden to send customer content for any purpose unless expressly authorised by the customer and Befesa.

30. The obligation of confidentiality and respect for the industrial and intellectual property of Befesa will remain in force even after termination of the relationship with Befesa for any reason.
