

## OROTON INTELLECTUAL PROPERTY Policy

Oroton is committed to conducting its business with the highest standards of integrity and will only work with suppliers who share and follow our high standards of ethical business behavior and who demonstrate commitment to those standards.

This policy defines the expectations and responsibilities surrounding any Intellectual Property use by any vendor, factory or authorised sub-contractors (“suppliers”) in any Region involved in the manufacturing of any Oroton products or merchandise.

Oroton intellectual property (Oroton IP) includes:

- The Oroton name, brand, any Oroton trade marks (whether registered or otherwise) and any Oroton domain names; and
- Product designs, patterns, embroideries and prints (Designs), including designs developed or adapted specifically for or by Oroton, or licensed to Oroton or its related bodies corporate.

This Policy applies to all vendors, factories or authorised sub-contractors (“suppliers”) in all Regions involved in the manufacturing of Oroton proprietary branded and licensed merchandise sold by Oroton or any authorised seller.

Oroton Intellectual Property remains the property of Oroton at all times and any person or company including vendors, factories or authorised sub-contractors (“suppliers”) that are given any item which by definition would be deemed to be Intellectual Property, through their association with Oroton are not permitted to use, share, give away or sell to any other party without the prior written approval of Oroton.

Vendor, factories and authorised sub-contractors must not use any of the Oroton IP, except to the extent required to fulfill its obligations in respect of these terms.

Vendor, factories and authorised sub-contractors must not, without Oroton's prior written consent, use or display (whether in the Vendors/Factories showrooms, trade fairs, trade shows, sales presentations or other venues or forums) any products, PP Samples, TOP Samples or Oroton IP.

The Oroton IP and all information and documentation provided by Oroton to the Vendor or Factory in relation to these terms, an Order or in connection with the supply of products is confidential.

The Vendor, Factory and Sub-Contractor must not, without the Oroton’s prior written consent:

- Use or disclose any confidential information to any third party; or
- Copy or reproduce any of the Confidential Information, other than as required for the purposes of complying with its obligations pursuant to these terms.

Oroton also have expectations regarding On-selling and Defective Goods.

- On selling – Vendors and factories are not permitted to on sell any Oroton products in any condition to a third party without the prior written consent of Oroton. When a supplier has any faulty or second grade product, they must contact Oroton directly to discuss a potential solution. Oroton may decide not to purchase this stock however hold the legal right to the stock as part of its intellectual property rights.

- Defective products designed and manufactured for Oroton cannot be sold or given away to local markets, stall, outlets or sold online under any circumstances.

# OROTON

Oroton will monitor compliance to this Policy and our Ethical Sourcing Policy and we or our representatives, may visit a supplier's factories to audit compliance of any part of this Policy to ensure our business expectations are being upheld. These visits may occur at any time and be announced or unannounced.

Oroton always expects suppliers to co-operate, to be honest and transparent in their dealings with Oroton and commit to making continuous improvements in their operations. Any breaches of this Policy or our Ethical Sourcing Policy will be reported to the supplier for follow up and corrective action. Where there are breaches and/or the supplier does not demonstrate a willingness to comply, Oroton reserves the right to discontinue business with the supplier.

Should a Vendor or Sub-Contractor be found in breach of this Policy of Supplier Agreement, Oroton reserve the right to terminate the Supplier as a Supplier to Oroton and seek financial compensation for any loss incurred.

This Oroton Policy and Ethical Sourcing Code does not replace the local laws of the countries in which our suppliers operate. At a minimum, suppliers should always be familiar with and comply with all relevant laws and regulations. In the event of a conflict between these standards and a local law, the stricter requirement must be followed.

The complete Oroton Ethical Sourcing Policy and Supplier Code of Conduct, can be obtained by visiting [www.orotongroup.com](http://www.orotongroup.com)

This Policy should be applied with all Oroton Policies and social compliance expectations and operates within the legal and regulatory requirements of the Country in which Oroton, our Suppliers and Sub-Contractors operate.