POLICY NAME	MAS INTELLECTUAL PROPERTY POLICY
POLICY OWNER	DIRECTOR – GROUP LEGAL
POLICY DATE	JUNE 2019
APPROVED BY	MAS APPAREL BOARD
LAST REVIEW DATE	SEPTEMBER 2025

MAS INTELLECTUAL PROPERTY POLICY

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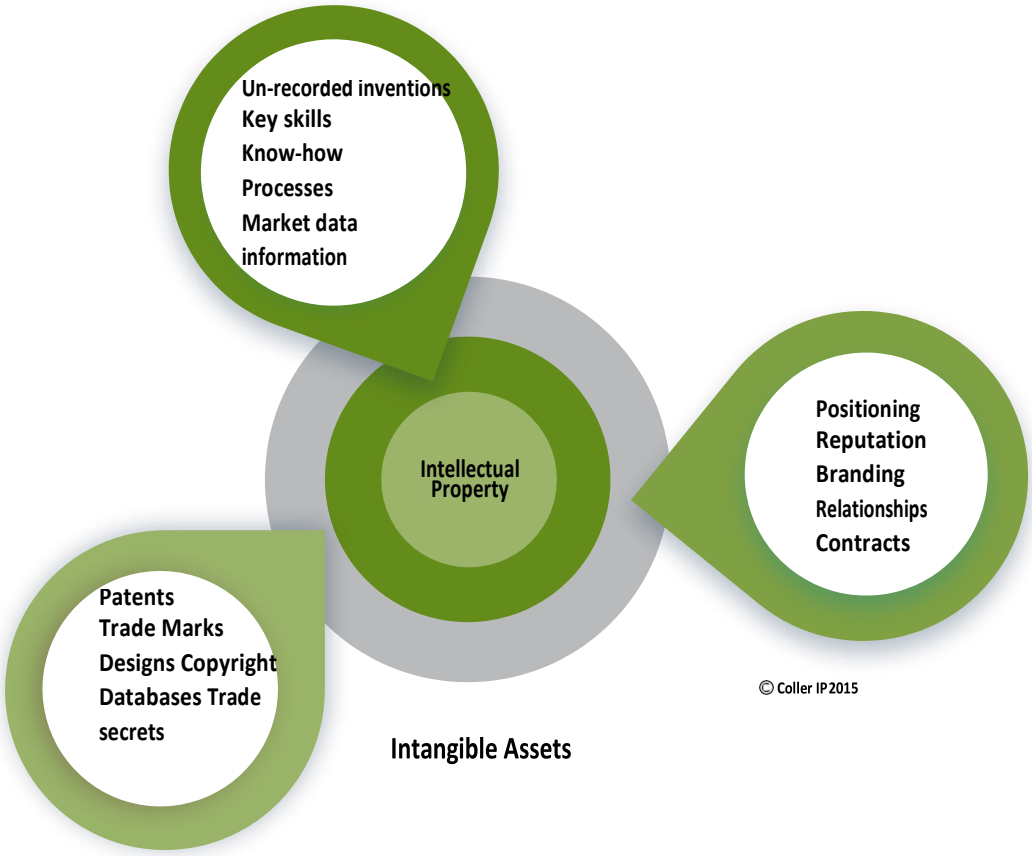
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1.0 OBJECTIVE & PURPOSE

The intangible assets of MAS contribute greatly to the value of its business. The intangible assets include those summarized below:



There are many ways in which these assets can be created, and they add value to every part of MAS's operation.

Successful businesses protect and manage all three categories of their intangible assets.

- Intellectual Property – provides legal protection
- Intellectual Assets - derive from the people in the business
- Intellectual Capital – provides the channels for realising value

In addition to the Intellectual Property (IP) assets themselves, legal rights to own and use IP can be created in other ways, for example through contracts, relationships, practices established over a long period of time and even through email dialogue.

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Intellectual property rights (IPRs) are one of the most vital and valuable assets of a company, and IP protection serves as a core enabling element for creativity, innovation and development. Whilst ensuring that we recognise and protect the IPRs which stem from the innovations at MAS, we should also strive to ensure that we do not infringe on the intellectual property rights of other companies or individuals, by utilising any material or product which originates from a third party, without the proper authorization.

This policy seeks to provide guidelines on the appropriate method of handling IPRs within the business. As no policy can foresee and provide for all eventualities you are encouraged to be guided by good judgment and employ common sense in dealing with novel situations that may arise when dealing with IP rights.

2.0 WHO DOES THIS POLICY APPLY TO?

The MAS Intellectual Property Policy shall apply to:

- All permanent (including fixed term/contractual employees), non-permanent employees which shall include consultants and interns engaged with MAS under contractual terms or letters of engagement ("Employees");
- Advisors, non-executive directors and advisory board members ("Advisors")
- Consultants with whom we engage with to create or develop any IP on behalf of MAS ("Consultants")
- Any external (non-MAS) parties with whom MAS engages in the course of business ("Third Parties").

In the event you as an Employee or Advisor of MAS are required to deal with a Third Party, you must always ensure that you comply with this policy in all matters pertaining to IP rights. Should you be in any doubt, we urge you to seek clarification from your Line Manger or Group Legal at the earliest possible date.

3.0 WHY IS PROTECTION OF IP IMPORTANT TO MAS?

As MAS evolved into a larger organisation and our business needs changed, we became increasingly aware of the fact that our innovations and the IPRs that they generate are invaluable to the very success, growth and sustenance of our business.

While bringing something new to the world is considered an invention, it will not necessarily bring in monetary value and very often only 2% of all inventions are ever commercialised. Innovation on the other hand is in essence making an evaluation of new inventions (or associated arising IPRs) and deciding how best they can be commercialised in the interests of the company.

Some IP (patents in particular) can be very expensive to acquire and protect, and there is only any sense doing that if there is a reasonable prospect that the end result will be a strong arising IP right which is capable of delivering value to our company.

Innovation is important to us as it enables us to;

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- Sustain and grow our current core business.
- Differentiate us from our competitors.
- Leverage our core competencies to create new businesses.

Any employee of MAS can innovate, and through the protection of the IP rights that may be associated with such innovation, we aim at fostering and creating a culture in which innovation and creativity can flourish.

4.0 THE IP POLICY STATEMENT

In line with MAS' Business strategy, MAS will implement best practices in IP Management to secure the value of both small and larger scale innovation.

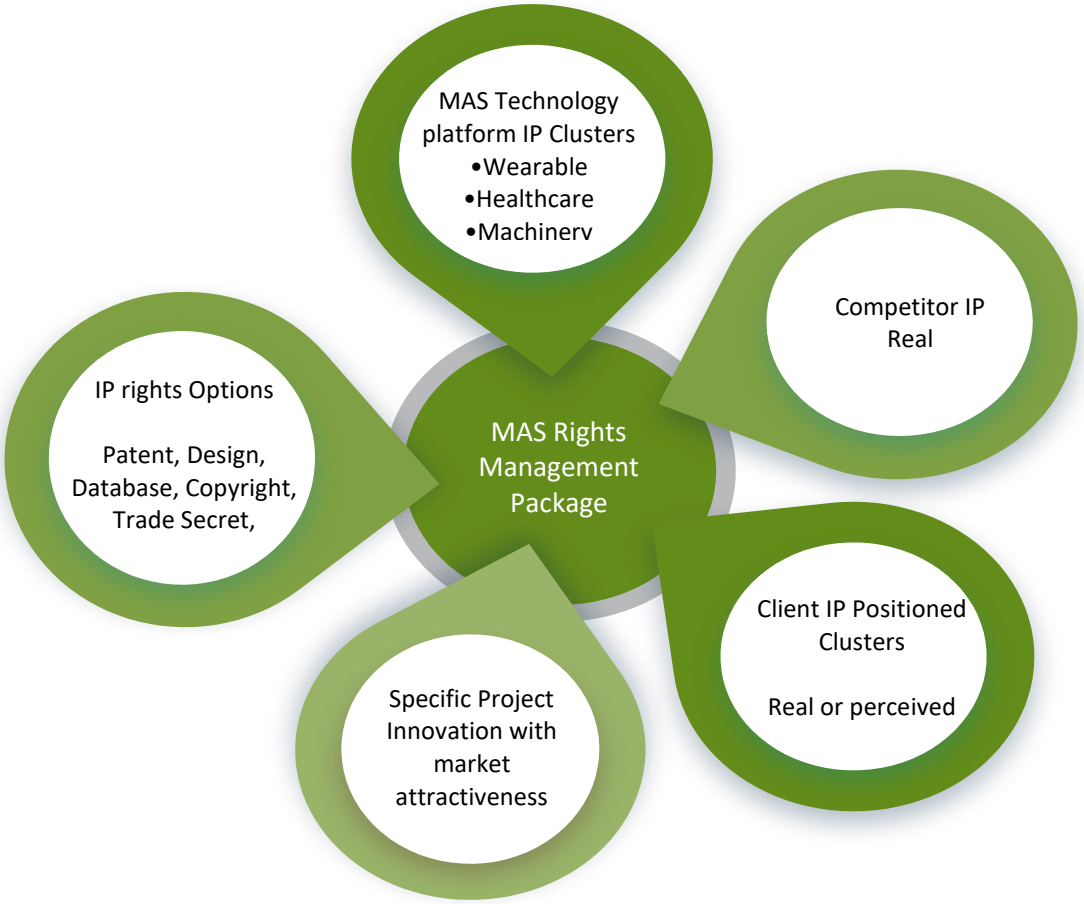
- MAS will implement policies and procedures to minimise leakage including those relating to access control, employee exit, service transition leave and confidentiality.
- MAS is committed to maximizing customer perception of current value (skills, technologies, responsiveness, creativity, price and speed)
- MAS will secure and build a portfolio of IP rights for the future, to protect innovation, maximise commercial advantage for its platform/disruptive technologies and to provide public evidence to sustain its reputation as an innovator.

For each new innovation developed or acquired, MAS will assess the package of IP Rights associated with that innovation which is appropriate to secure its protection and return on investment.

To achieve that assessment, MAS will combine information from 5 knowledge and skill areas to reach a decision on the IP Rights package:

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IP Rights Package



Knowledge and skills will be deployed to assess:

- The strategic fit of innovation with the MAS Technology Platforms: Wearable, Health and Wellness and Manufacturing and its market attractiveness.
- The knowledge of the global IP present on the landscape relating to the MAS Technology Platforms; Wearable, Health and Wellness and Manufacturing
- The knowledge of MAS' competitors' actual IP (i.e. what are they developing at the moment which MAS needs to work around or challenge head on)
- The knowledge of MAS' clients' IP (real and perceived)
- The IP Rights options available to protect the innovation

To capitalise on its IP Rights packages, MAS will register appropriate rights and effectively negotiate the use of its IP rights to maximum advantage.

Each division/Strategic Business Unit (SBU) will appoint an IP Risk Manager who will lead the development of an IP Plan for that SBU. The IP plan will take account of this IP Policy document, the IP Guidance Document

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(Attached as annexture 1), the business focus of the SBU and will develop an action plan for implementation by the SBU.

5.0 IP RIGHT CREATORS AND THEIR REPSPONSIBILITIES

If MAS wishes to protect or commercialise its IP, then knowing precisely who created the IP or what contribution he or she made to a jointly authored or jointly created work is crucial. Identifying who creates or devises an IPR is important;

1. to resolve any disputes about who created what and when.
2. Any IP created by employees during work belongs to MAS (as per section 69(1) of the Intellectual Property Act No.36 of 2003 of Sri Lanka)

Responsibilities of IP creators.

The responsibilities have been indicated based on the type of creation in order to provide clear guidance.

Those who devise patentable inventions must ensure:

- That they do not make any public statement, publication or presentation of the invention before a patent application is filed since this will almost certainly destroy the novelty in the invention and that would invalidate the patent.
- Be able to identify the core invention and their role in devising that. This is particularly important if there is any confusion caused by jointly devised inventions where it may be necessary to identify precisely who is responsible for the key inventive concept.

Document how and when the invention was made. This means keeping records which will be important in assisting a patent application to be filed and prosecuted. For more information on Document Retention see MAS Document Retention Policy found on the MAS Group Legal SharePoint website (MAS Document Retention Policy).

IP Analytics Team:

Any MAS IP Rights creator seeking to protect their work through intellectual property (IP) rights is encouraged to consult the IP Analytics Team at Twinery. The team provides strategic guidance and analytical support in the following key areas:

- **Patentability Assessment**

Evaluation of whether an invention meets the criteria for patent protection, including novelty, inventive step, and industrial applicability.

- **Freedom to Operate (FTO)**

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Analysis to determine whether a product, process, or technology can be developed, used, or commercialized in a particular country /countries without infringing existing third-party IP rights.

- **Competitor IP Analysis**

Insights into competitor IP portfolios and filing strategies to inform business and R&D decisions.

- **IP Landscape**

Comprehensive mapping of the IP environment within a specific technology domain to identify trends, gaps, and opportunities.

Engaging with the IP Analytics Team at an early stage of innovation is strongly recommended to ensure informed decision-making and effective IP protection.

Creators of joint / individual written works (including computer programs or designs):

- Maintain records, wherever possible, showing the origin of the work and its various stages of development.
- Identify – in a jointly created work – the portion created by the author concerned.

Developers of new brand names for products and/or marketing purposes

- Maintain records, wherever possible, showing the origin of the work and its various stages of development.

For those who engage others – consultants, external designers and so on – to devise or create works:

I. Use contracts or engagement terms which assign ownership of IP in those works to MAS or, if this is not possible, obtain the most extensive licence to allow MAS the greatest freedom to exploit the work.
II. For R & D or similar projects in which works will be created, set out terms similar to (i) above but taking into account the arrangement (eg. a research project) in which creation will take place.

For both (i) and (ii) it is important to use authorised legal documentation and to obtain advice from MAS **Group Legal.**

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Types of IP and associated IPR which may be generated at MAS

Patents	Trademarks	Copyright	Industrial Designs	Trade Secrets	Other Rights
Machine/ process improvements	The MAS logo 	Customer or supplier lists	Patterns for designs on lace or elastics	Processes	Those created by formal contracts and agreements where IP may be licenced in or licenced out.
Products generated through a novel mechanical process	The letters MAS used together	Manuals, policies, books drafted by MAS	Pattern of garments produced at MAS	Compositions of materials	Within a contract, know-how, procedures and processes may be licensed and defined within the contract to be included as an IP right.
Development or modification of raw materials	SBU logos 	Speeches, presentations etc. made by employees of MAS or on behalf of MAS	Shoe patterns		

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New methods of manufacturing	Twinery Logo 	Videos, PowerPoint presentations etc. made by or for MAS			
Application of processes innovated for core business to other businesses Innovations in adjacent businesses	Femography logo 	Illustrations or sketches of MAS products			
		3D models			
		Software programs			

6.0 IDENTIFICATION & REPORTING

It is important that MAS have a record of the IP that is created throughout the organisation. For this reason, it is necessary that the following information be maintained;

- Identify, record and, where necessary, maintain the confidentiality of a new invention, IPR or work; and
- Report the existence of specified works to their IP Risk Manager, who will be responsible for working with Group Legal to incorporate key assets into the MAS Intangible Assets Inventory as appropriate.
- For divisions that have multiple plants, the IP Risk Manager may appoint a responsible person called the “IP Champion” to handle matters at separate plants including plants based in Sri Lanka and outside of Sri Lanka. The IP Champion shall report and/ or raise any concern to the respective IP Risk Manager at all times.

By "identifying" we mean two things:

- First being commercially astute to recognise the potential value to MAS of a work or an invention; and
- Second, ensuring to document the work sufficiently to prove our ownership of it and so that we can either protect it by enforcement or license it to others.

By "reporting" we mean ensuring that for the most significant IP we report the existence and potential value of a work to line managers, IP Risk Managers, Group Legal or those who are responsible for commercialising IP in the SBU

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Without attempting to provide an exhaustive list, we regard the most significant IPRs likely to arise in MAS companies as the following:

- Patentable inventions.
- Computer programs and their related preparatory material and documentation.
- Innovative designs for apparel or other products.
- Trade secrets including customer or supplier databases or the specifications for new products,

Business ventures or services.

- The results of R & D collaborations or joint venture activity where IP is a major focus of the activity.
- Know how that is critical to the operation of a process or development of a new product.
- New product names, innovative shapes attached to the merchandising of products (for example packaging, advertising or promotional material) that may be trademarks of MAS (registered or unregistered)

These rights may arise from activity within MAS or through clients and suppliers with whom MAS is working. IP Right creators should use the Invention Disclosure forms under the guidance of the IP Risk Managers and/or Group Legal as appropriate.

7.0 OWNERSHIP OF INTELLECTUAL PROPERTY

As an Employee of MAS, as per section 69(1) of the Intellectual Property Act No.36 of 2003 of Sri Lanka, all IP created or developed by an Employee within the course of and the scope of his/her employment shall belong to the Employer. This is also reiterated in the Employment Letters and/or Employee Confidentiality Agreement entered into with MAS.

8.0 INTELLECTUAL PROPERTY RIGHTS BROUGHT INTO THE BUSINESS

All businesses use IP belonging to others. MAS is no exception. Sometimes we use IP that is licensed by MAS from a third party or IP created by one MAS Division and licensed to another MAS Division.

We need to be cautious when introducing third party IP to the business as;

- if we use the IP outside of any consent or licence then we will almost certainly be acting in breach of contract and possibly also be infringing the IP in question;
- we need to keep track of what third party IP we are buying into the business and at what cost.

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For those reasons, the key considerations to be taken into account are:

Software License	**IP License**	**Major Technology License**
Note - - limitations on the license (eg: number of users, limitation as to specific servers or volume of transactions).	Note - any limitations, particularly on the ability to sub-license to affiliated MAS companies.	These licenses must be reported to Group Legal, so they are aware of such significant bought-in technology.
It is common for software owners to contact businesses if they suspect non-licensed use and ask for an "audit" to be conducted which may disclose any unauthorised use.	Evaluate whether we need the IP or whether we could generate it, obtain it from another source (for example by having a consultant develop it for us independently) or buying it or reverse engineer and then devising our own "design around" solution.	
Unauthorised use would be; potentially expensive and create financial and reputational damage		

9.0 INTELLECTUAL PROPERTY DISPUTES

Two possible scenarios need to be considered:

i. where our own IP may be being infringed by a third party; and
ii. where we may be accused, either alone or jointly, of infringing a third party's IP.

Different considerations apply to both situations. Please obtain guidance from MAS Group Legal.

9.1. Where MAS IP May Be Infringed by a Third Party

If we become aware, for example by the appearance of a product in the market which appears to infringe an MAS product (or to have been created using a protected MAS process) this should be reported as soon as possible to MAS Group Legal. Our methods of recourse can depend on our speed of reaction.

We need to identify, as precisely as we can, the primary infringer – e.g. a manufacturer, or secondary infringer – for example an importer, distributor or customer exhibiting the goods for sale. Preferably, we need to

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acquire evidence in the form of an exhibit or photograph or sworn evidence of a primary witness as to the nature and scale of the infringement.

If the problem cannot be resolved and legal action is taken, all relevant documentation will need to be presented during the legal process. Therefore, it is key that all evidence relating to the dispute be stored in a safe and secure manner. The evidence may include internal or external correspondence (particular emails), which may need to be disclosed to the other side. In such instances, kindly reach out to MAS Group Legal for guidance.

Key witnesses need to be made available, and their evidence gathered. You should alert MAS Group Legal (or the local lawyers engaged to represent MAS) about any issue or problem that maybe faced in relation to this.

9.2 Where MAS May Be Accused of Infringing Third Party IP

If you receive a notification – either directly from the third-party lawyer or informally from a third party itself – about an allegation of infringement, you must inform MAS Group Legal immediately. Our insurance policy may be at risk if you do not do this.

No admission of responsibility or liability should be made.

All documentation – including electronically held records and emails – may need to be made available as part of the legal process, so you should preserve these, and be very cautious in creating any new documentation (including emails) since the discovery (disclosure) process is an ongoing one.

10.0 RESPONSIBILITY

Party Responsible	Actions
MAS Apparel Board	• Approval and sign-off
Group Director - Legal	• Ownership and authority to make amendments
IP Counsel	• Monitor compliance and addressing non-compliance
IP Risk managers	**<u>Monitor Compliance</u>** • Ensure the respective unit adheres to the policy and provide further support if and when required • Ensure that any situations where there is breach of policy are recorded and submitted to MAS Group Legal – IP Counsel

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	• When such situations are disclosed, ensure to have a conversation to discuss the way forward or steps that need to be taken to manage the situation/s **<u>Manage Non-Compliance</u>** • Record and investigate all violations in a timely manner as per internally agreed. **<u>Sustainability</u>** • Ensure to regularly communicate and have educative sessions within the respective units on the IP Policy, by utilizing the resources provided by the Corporate Group HR team • Work with HR to ensure new recruits receive mandatory education about the importance of training on and adhering to the policy • Liaise with Group HR and provide regular feedback on the policy and process via **policyinfo@masholdings.com**
Line Managers	**<u>Educate</u>** • Educate your team on the IP Policy **<u>Adherence</u>** • Ensure to be aware of your team aligns with the policy • Ensure that all members of your team disclose of any existing/ potential breach of the IP Policy • Provide further assistance or guidance in the process of disclosure **<u>Discuss</u>** • Have an annual mid-year discussion with the team emphasizing the importance of adhering to the policy • When situations of breach of IP Policy from your team are disclosed, ensure to have a conversation to discuss the way forward or steps that need to be taken to manage the situation/s **<u>Manage Non-Compliance</u>** • In the event you notice and/or are made aware of an existing/ potential breach of IP Policy ensure to bring it to the immediate attention of an SBU/ Divisional/ Group Code Officer or via the DNA help desk
Employees	

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Adherence

- Read, understand and comply with the MAS IP Policy
- Ensure to disclose of any existing/ potential breach of policy and submit the same to your respective divisional IP Risk Manager

Managing Non-Compliance

- Report any activity that may not comply with the **MAS IP Policy** to the divisional IP Risk Manager or via the DNA Help Desk and the DNA Hotline
- In the event you are asked to support an ongoing investigation; be open, honest and maintain confidentiality to conduct an effective investigation
- If in doubt regarding the policy, contact Group Legal – IP Counsel or Group HR on policyinfo@masholdings.com

Contact Us

If you have any questions with regard to the policy, please get in touch with your SBU, Divisional or Group Code Officers, or the DNA Helpdesk. Or the DNA Hotline, we are happy to help you!

- *Email us on – policyinfo@masholdings.com*
- *Report via the DNA Helpdesk — log on to masdnahelpdesk.ethicspoint.com*
- *Call the DNA Hotline –*
  - *Hutch 0723 005 005*
  - *Airtel 0758 005 005*
  - *Dialog 0117 395 005*

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Annexture 1

INTELLECTUAL PROPERTY

GUIDANCE DOCUMENT

I. WHAT IS INTELLECTUAL PROPERTY?

Intellectual property refers to *creations of the mind* such as inventions (eg. a new type of sewing machine); literary and artistic works (a written product specification or a design for a new garment); and symbols, names and images used in commerce (eg. the MAS logo). It is in essence the tangible expression of one's intangible ideas.

Intellectual property rights stem from these creations and take the following forms:

- Patents
- Trademarks
- Copyright
- Industrial Designs
- Confidential Information/Trade Secrets

The emphasis in the term "intellectual property" is on the word "property" because ownership of this property enables the owner to do two crucial things. Firstly, he can prevent others from infringing his rights by, for example, manufacturing garments which simply copy all or most of the key elements of his own design. Secondly, he can authorise others to use his rights by licensing them and can thus commercialize and profit from his ownership.

II. IP CREATED AS PART OF MAS BUSINESS

a. PATENTS

A patent is an exclusive right granted for an **invention** – a product or process that provides a new way of doing something, or that offers a new technical solution to a problem. A patent grants exclusive rights for a limited period (generally 20 years from filing) by the State to the company or individual filing the patent ("patentee").

The purpose of the patent system is to encourage inventions by protecting them for a 20-year period in exchange for full disclosure of how the invention works. In this way, the patent system promotes the development of industries, which in turn, contributes to the promotion of innovation and to the transfer and dissemination of technology.

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A patent is really a right to stop; not a right to do. It enables the owner to stop others infringing, but it also provides a means to commercialize the invention by allowing the owner to license others to use it. A license is permission to do something which would otherwise be an infringement of the owner's rights.

WHAT IS AN INVENTION?

- Patent protection is available exclusively for inventions.

An invention is in essence the creation of something new. It may relate to the creation of something entirely new (for example, a fabric which has particular qualities) or maybe a significant or incremental improvement to a known product or process (for example, a method of making the fabric).

This connotes that an invention is not something that already exists in nature but is something that should involve a sufficient amount of human ingenuity, creativity, and inventiveness.

- **An innovation** on the other hand, while referring to the creation of something new, is the use of that new thing (a product or process) which creates positive economic returns to MAS.

WHAT TYPES OF PRODUCTS AND PROCESSES CAN BE PATENTED?

The following types of products or processes developed by MAS are a few examples of the types of innovations that may qualify for patent protection. The list is not conclusive, and there may be many more innovations which may receive patent protection.

- Machine/ process improvements, either in whole machines or in certain components of machines.
- Products generated through a mechanical process,
- Development or modification of raw materials
- New methods of manufacturing or production in our core or in adjacencies.

REQUISITES FOR PATENTABILITY

To be granted a patent, the product or process should meet the following criteria:

- It should be **new/novel (NEW)**

This means that the product or process does not form part of the "prior art".

The term 'prior art' refers to all the relevant technical knowledge (for example in published patent specifications or technical literature available to the public) available to the public anywhere in the world prior to the first filing date of the patent application.

- It should involve an **inventive step (NON- OBVIOUS)**

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This means that innovation should not be obvious to a person skilled in the art i.e. a person with average knowledge of the technical field. The concept of "obviousness" is complex but in essence means that the invention must constitute a genuine step forward and must not be simply an obvious solution to an existing problem.

- It should be capable of **industrial application (USEFUL)**

The innovation should possess utility, so that it can be made or used in an industry.

FILING A PATENT APPLICATION

Patent rights are territorial in nature and a patent obtained in one country is not enforceable in another.

Therefore, inventors and their assignees are required to file separate patent applications in different countries in the event they seek to obtain patent protection in those countries.

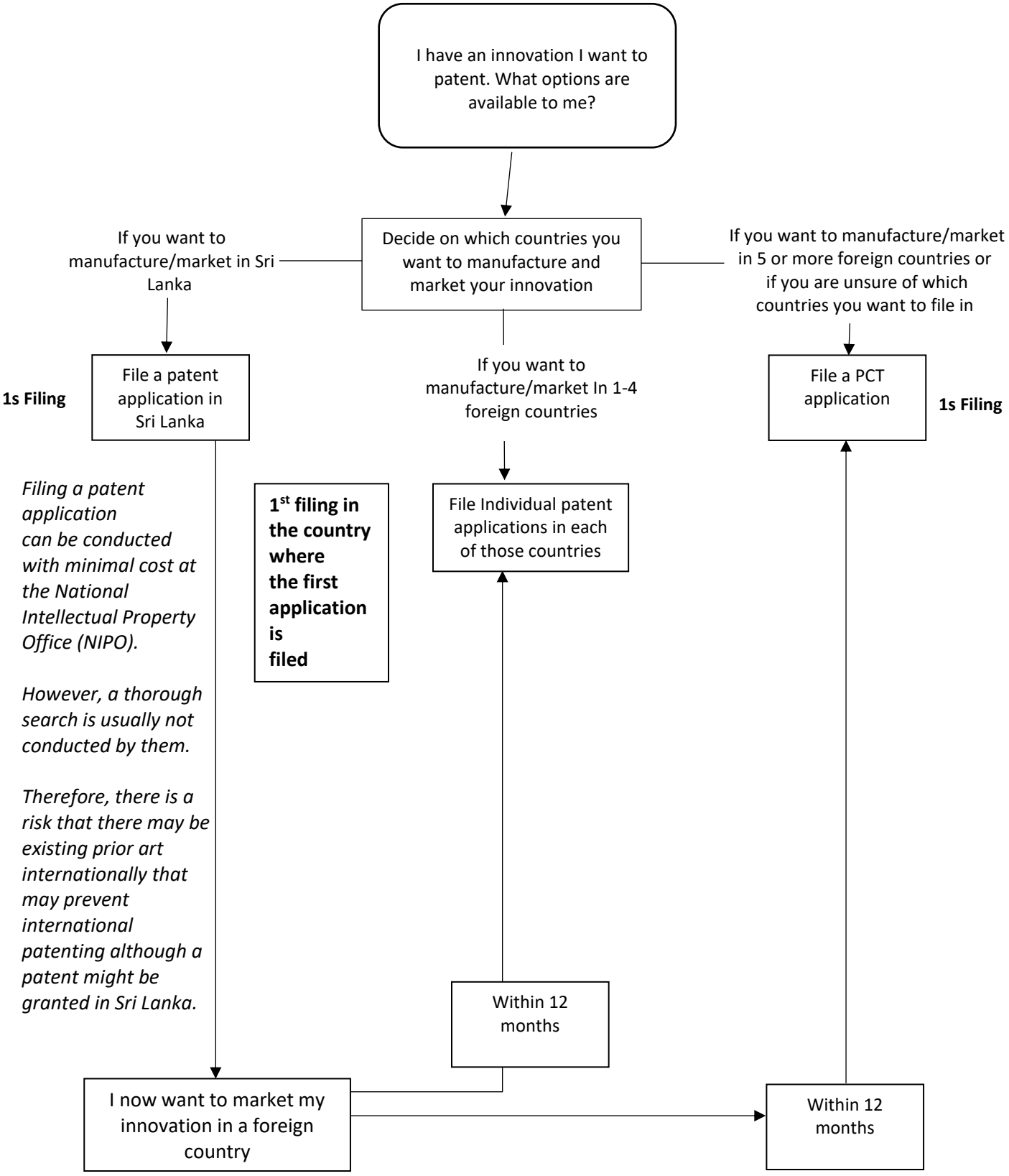
There are however, international agreements which facilitate the protection of rights in more than one country.

Sri Lanka is party to one such agreement known as the **Patent Cooperation Treaty (PCT).** An application under the PCT may take from 2 to 5 years depending on the patentability of the innovation.

In the event you should wish to file a patent application the routes available to you are as follows:

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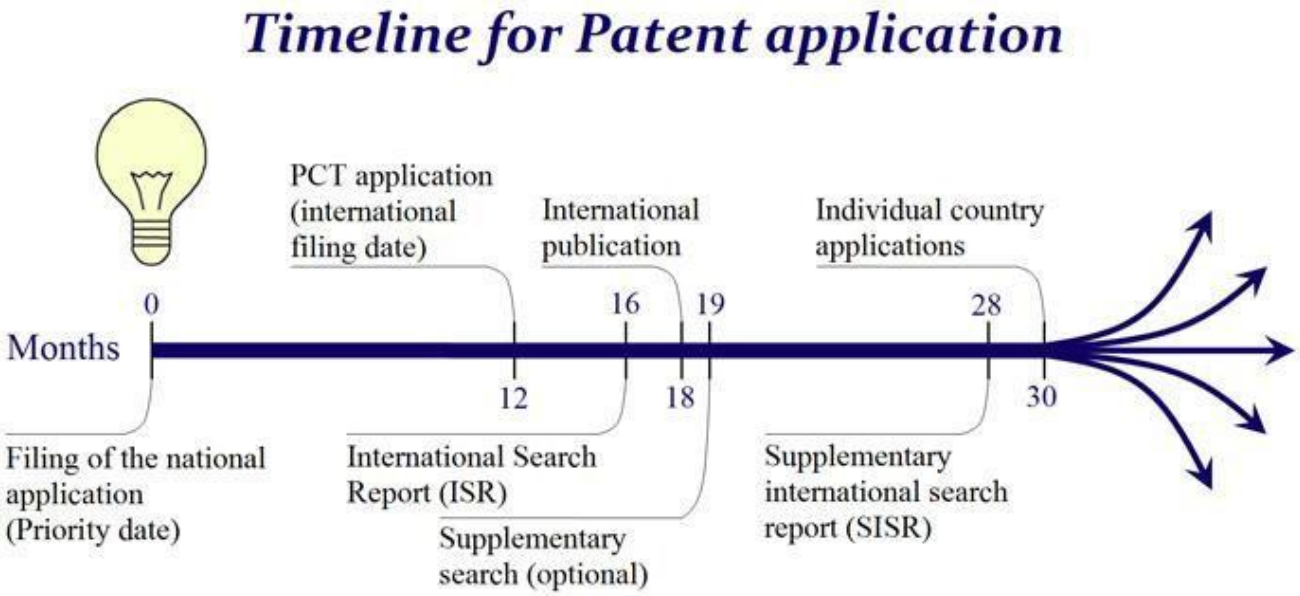
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PATENT APPLICATION PROCESS – NATIONAL LEVEL

PATENT APPLICATION PROCESS – PATENT COOPERATION TREATY (PCT)



Source: http://www.hynell.no

- PCT applicants receive valuable information about the potential patentability of their invention in the form of:
  - **The International Search Report** - contains a list of prior art documents from all over the world, which have been identified as relevant to the invention.
  - **The Written Opinion of the International Searching Authority** - analyses the potential patentability in light of the results of the International Search Report.
- The PCT provides an international platform and a unified procedure for filing patent applications to protect inventions in countries that are party to the treaty.
- The PCT does not provide an *International Patent* but is a method by which an inventor can avoid filing **separate patent applications** in each country he wishes to obtain patent rights.
- A single PCT application, in one language and with one set of fees, has the effect of a national patent application in all PCT member countries.
- The main benefit of filing a PCT application is that you have **up to 30 months** within which you can decide in which individual countries you want to file patent applications, whereas you would only have 12

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months to do so if you file a national patent application.

- The PCT process is not only cost effective, but it gives an applicant a longer time span within which to decide on which countries to file applications. This has the benefit of allowing the applicant to work out if his patent is likely to be a valuable addition to his overall IP portfolio and crucially whether it is likely to be profitable to the business.

RIGHTS GRANTED BY A PATENT

The owner of the patent is entitled to the following exclusive rights with relation to the patented innovation:

- The right to stop others making use (ie. infringing) the owner's patent

  When the patent has been granted in respect of a product or process, the owner of the patent has the exclusive right of:

  - *Making, importing, offering for sale, selling and using the product or process*
  - *Stocking such product or products obtained directly by means of the process for the purpose of offering for sale, selling or using*

- The right to transfer the ownership of the patent

- The right to commercialize the invention by licensing the patent.

A license gives the license holder a limited right to reproduce, sell or distribute products, or use a process covered by the patent. Licenses are usually granted by the owner for a fee and for a set time period. A licence is a flexible contractual document which allows a patent owner to make the best use of his patented invention. The owner can license third parties in different countries or for different fields of use. He can decide to have only one licensee (an "exclusive" licence), or only a single licensee while also exploiting the invention himself (a "sole" licence), or have multiple licensees (a "non-exclusive" licence).

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DURATION AND RENEWAL OF A PATENT

- A patent expires **twenty years** after the date of first application for its registration (i.e the priority date).
- There is no renewal mechanism for patents after the lapse of twenty years.
- Renewal fees have to be paid on an annual basis, generally from the 5th year and increasing year-by-year to the end of the patient's life.

OWNERSHIP OF A PATENT

- The person who conceived the invention is the **inventor**, whereas the person (or company) that files the patent application is the **applicant, holder or owner** of the patent.
- While in some cases the inventor may also be the applicant, the two are often different entities; the applicant is often the company or research institution that employs the inventor.
- For a more detailed discussion on ownership, please refer Part V of this policy.

b. **TRADEMARKS**

At MAS we have placed a high degree of importance in protecting our trademarks. We maintain a portfolio of our trademarks including the MAS logo and the various trademarks associated with our Strategic Business Units (SBUs).

Further, MAS brands have also been protected through trademark registration in Sri Lanka as well as in countries where these brands have been commercialized such as India and the United Kingdom.

WHAT IS A TRADEMARK?

A trademark can be described as a sign capable of distinguishing the goods produced by one enterprise from those of other enterprises. A trademark is sometimes known as a "badge of origin" because it identifies goods or services originating from a specific source.

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'Goods' are defined as anything in the subject of trade, manufacture or merchandise (for example, an article of clothing). Services are protected in the same way, but will relate, as the name suggests, to services such as consultancy or R & D services.

Any distinctive words, letters, numerals, drawings, pictures, shapes, colours, logotypes, labels or combinations used to distinguish goods or services may be considered a trademark. Well known examples include and the shape of the distinctive Coca-Cola bottle, VISA name and symbol, and "Manchester United" (for the merchandise associated with that football club). A mere visible sign cannot form a mark. It must be distinctive, meaning, capable of distinguishing that trader's goods or services from those of other traders.

A service mark is defined as "any visible sign serving to distinguish the services of one enterprise from those of another enterprise. 'Services' generally refers to the work done for customers or others for profit or otherwise, such as R & D services.

A visible sign which forms a trademark includes traditional marks such as names and devices as well as non-traditional marks such as slogans (such as McDonalds "I'm loving it") and three-dimensional marks (such as the Coca-Cola bottle shape).

PROTECTION OF A TRADEMARK

1) Registration of a trademark

Trademark registration is only valid within the country where the mark has been registered. There is no international trademark. There is however, an internationally-recognized process called the Madrid Agreement (and/or the related Madrid Protocol) which allows a single application to be made in a contracting state in which a mark is already registered, for the protection of that mark in other designated Madrid-Agreement or Protocol countries. However as Sri Lanka is not party to the Madrid Protocol, Sri Lankan applicants are not able to benefit from this process. In addition, there is in EU countries a "Community Trade Mark" which is a single trade mark covering all 28 EU countries.

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Thus, trademark owners are required to file separate trademark applications in the Intellectual Property offices of different countries for obtaining trademark rights in those countries.

A trademark should be registered in the relevant class of goods of services as per the Nice Treaty International Trademark Classification. Most MAS trademarks are registered in classes 24 and 25 which relate to 'Textiles and textile goods, not included in other classes; bed and table covers' (24) and 'Clothing, footwear, headgear' (25).

Registration of a trademark is not mandatory. Nevertheless registration affords the following benefits:

- Proof of the ownership to the mark
- Recognized and well-defined rights and the protection under law
- Enables action for infringement of the mark

- The infringement of the rights attached to a registered mark may result in both civil and criminal sanctions

2) Well known marks

To a certain extent there is protection for 'well known marks' or 'used marks' which are not registered, in a specific jurisdiction. Although there is no specific definition afforded to well-known marks, a mark may be considered "well known" by factors such as:

- the degree of knowledge or recognition of the mark in the relevant sector of the public;
- the duration, extent and geographical area of any use of the mark;
- the record of successful enforcement of rights in the mark, in particular, the extent to which the mark was recognized as well known by competent authorities;
- the value associated with the mark.

Examples: trademarks such as 'Coca Cola' which is known by 94% of the world's population.

3) Unfair competition

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There is also protection against acts of unfair competition. Unfair competition can occur when a competitor of MAS markets goods or services in such a way that the general public would not be able to distinguish between the goods or services of MAS and that of the competitor on account of those goods or services bearing a mark similar to that of MAS.

Competition is made difficult when rival products become indistinguishable or interchangeable, and the law of unfair competition in most countries forbids competitors from confusing consumers through the use of identifying trade devices that are indistinguishable or difficult to distinguish.

4) Passing off

Passing off is a common law right stemming from English law that is available to the owner of a mark which is not registered.

'Passing Off' occurs when a mark is deceptively similar to the mark of another company and creates confusion in the eyes of the customers, which damages the goodwill of the business of the owner of the mark. To obtain protection by passing off, a business must establish that it owns goodwill in the name, logo or product (or possibly in its shape or "get up"); that the rival trader's use of a similar name, product or get up causes confusion to the public and that as a result, the first trader's business interests are damaged, these two criteria must be fulfilled.

RIGHTS OF A REGISTERED TRADEMARK OWNER

- The right to use the mark
    - The right to affix or apply the mark on goods, containers, packaging and labels
    - The right to use the mark in advertising or documents
    - The right to use the mark for all purposes within the category under which it is registered
- The right to restrict others from using the mark or a sign resembling the mark where it is likely to mislead the public for goods and services which the mark was registered for.
- The right to transfer ownership of the mark

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LIMITATION OF RIGHTS

The owner of a registered trademark has no right to:

- prevent third parties from using their legal names, addresses, pseudonyms, a geographical name, and concerns of the kind, quality, quantity, destination, value, place of origin or time of production if such use is confined to the purpose of mere identification and does not mislead the public as to the source of the goods or services,

- prevent third parties from using the mark in relation to goods lawfully manufactured, imported, offered for sale, sold, used or stocked provided that such goods have not undergone any change,

- organize the intellectual property right which has been used on or in those goods when the goods are placed on the market by the owner of the particular intellectual property right or with the owner's consent. This is sometimes referred to as "exhaustion" of the owner's rights.
- The right to license the mark

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c. COPYRIGHT

Copyright is the protection provided by law to the authors/creators of "original literary, artistic or scientific works".

This protection is available for original works from the moment they are created and expressed in a tangible form, and it applies whether they are published or unpublished. Copyright, in the vast majority of countries, does not require any form of registration. It is an automatic right which comes into existence as and when the work is created.

WHAT CAN BE COPYRIGHTED?

Examples of works created at MAS that may qualify for copyright protection include, but are not limited to

- customer lists, (In some countries, eg. the UK and other EU countries, a customer list and similar lists may be protected as a separate "database right" which is a sui generis (self-standing) right similar to, but different from copyright)
- manuals, policies, books drafted by MAS
- speeches, presentations etc. made by employees of MAS or made on behalf of MAS
- Videos, PowerPoint presentations etc. made by employees of MAS or made on behalf of MAS
- Illustrations, sketches etc. of products produced by MAS
- Three dimensional models

NATURE AND SCOPE OF COPYRIGHT PROTECTION

In order to qualify for copyright protection, a work should

- Be **original,** i.e. it should be a result of the skill and labour of the author.
- Be an **expression** and not an idea. Ideas do not qualify for copyright protection. Only the expression of an idea so qualifies. This is important because it means that if we devise a new garment shape or type of garment, others may lawfully copy our idea but may not copy the detail incorporated into that garment.

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- Be a **fixation in a material form,** i.e. the idea should be expressed in a tangible medium

For a work to be liable for copyright protection it does not necessarily have to be formally registered. However registration provides a clear means of establishing proof of ownership of copyright and may, especially in the US, provide a right to damages for infringement. As registration of copyright is only available in certain countries such as the USA, India and Japan, the author or creator of a copyrighted work should take measures to establish proof of copyright through tools such as marking the work with copyright notification, clear recordation of the creation process etc.

International Copyright

Copyright protection for an original work of authorship is available in all countries which are part of the TRIPS Agreement. Copyright is a national right and is protected on a national basis. However, most countries are members of one, or both of two major international conventions called the Berne Convention and the Universal Copyright Convention. The effect of these is to offer reciprocal protection of copyright works owned by other member-state citizens in the national courts of other member states.

EXCEPTIONS TO COPYRIGHT PROTECTION

There are certain limited recognized exceptions to the rights protected by Copyright:

- The use by a person exclusively for his own personal purposes
- The use of short excerpts for reporting current events to the extent justified
- The use solely for the purpose of face to face teaching or for scientific research – fair use

MARKING A COPYRIGHT WORK

The owner of the work could mark the copyright work using one of the following ways to indicate that he reserves the right in the work.

- The term “Copyright”
- The symbol ©
- Year of publication (in this case, the year the program was developed)

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- Name of owner of copyright
- Copyright statement "All rights reserved"

It is recommended that the following format is used: **Copyright © 2014 MAS Holdings (Private) Limited. All Rights Reserved**

COPYRIGHT PROTECTION OF SOFTWARE

Copyright protection is available for software programs. This may exist in two ways. First, copyright in any preparatory materials such as algorithms, technical specifications and explanatory materials. Second, copyright in the source code (the high level computer language in which the software is written or encoded). The below are some options available for marking software by including a copyright notice:

- For software distributed with source code, the copyright notice should be embedded within each file.
- For software distributed on physical media (e.g. CD ROM), the copyright notice should be printed on an external label (as well as in any source code).
- For software binary code distributed over a network, the copyright notice should be embedded in a "readme.txt" file that is sent along with the software.
- If practicable, the copyright notice should appear on an opening binary code display.

In some countries – the US in particular – software may also be protected by patents. Similarly, business methods may also obtain patent protection. In the case of software therefore, the rules relating to patents (particularly the rule on non-disclosure) are important and legal advice must be sought at an early stage to determine if alternative forms of protection are available.

DURATION OF COPYRIGHT PROTECTION

- Copyright protection subsists only for a specific period of time.
- Upon the lapse of the period of protection, the work becomes public property. Subject to provisions, the economic and moral rights of the author shall be protected during the **life of the author and in most countries, for seventy years after his/her death.**

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POLICY NAME	MAS INTELLECTUAL PROPERTY POLICY
POLICY OWNER	DIRECTOR – GROUP LEGAL
POLICY DATE	JUNE 2019
APPROVED BY	MAS APPAREL BOARD
LAST REVIEW DATE	SEPTEMBER 2025

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d. **DESIGN RIGHT**

Designs are closely-related to copyright but many legal systems protect them in a different way. Some national systems separate designs into registered designs (sometimes called "Industrial designs") and unregistered designs. Since national legal systems differ so much in this case, it is best to obtain specific advice on how a design might best be protected in any specific country.

A design can be any composition of lines or colours or any three dimensional form, whether or not associated with lines or colours, that gives a special appearance to any product of industry or handicraft and is capable of serving as a pattern for a product. In some countries design protection requires an aesthetic test. Others simply require a novelty and individual character test.

Industrial designs, also known as Design patents in the USA, make a product attractive and appealing; hence, they add to the commercial value of a product and increase its marketability.

Anything which solely serves as a technical function of the product is not part of the industrial design. Similarly, products whose design is based on features which "must match" or "must fit" other products are usually not entitled to protection.

For example, at MAS the lace designs created and developed by Noyon Lanka (Private) Limited may be protected as industrial designs.

PROTECTION OF INDUSTRIAL DESIGNS

An industrial design receives protection only where it:

- Is **new** and (**NOVELTY**)
  Has individual character (meaning that it produces a different impression on the user than previously existing designs)
- Does not consist of a design that is contrary to morality or public interest (**MORALITY & PUBLIC INTEREST**)

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PERSONS WHO CAN CLAIM PROTECTION OF INDUSTRIAL DESIGNS

Protection generally belongs to the owner of the industrial design (usually creator of the industrial design or successor of the creator).

Except:

- When the industrial design is created during course of employment and belongs to employer unless agreed otherwise;
- The industrial design is created on commission and belongs to party who commissioned work.

DURATION AND RENEWAL OF INDUSTRIAL DESIGNS

The duration of Industrial Designs depends on national legislation. Registration is normally for periods of 5 years, renewable for successive periods not exceeding 25 years.

Sri Lanka

- The registration of an industrial design lasts for five years from the date of receipt of the application.
- The registration of an industrial design may be renewed for two consecutive periods of five years each, on payment of the prescribed fee within the 12 month period prior to the expiration date (a grace 6 month period for this payment can be issued if needed).

UNREGISTERED DESIGNS

These are recognised by some legal systems and, due to their unregistered status, are closely-related to copyright. These, as the name implies, arise automatically and protect features of shape and appearance of a product. Usually, the period of protection is quite short, lasting only for up to 15 years, and sometimes (as for EU designs) for only 3 years. Many clothes designers rely on unregistered design right as being an ideal and cost-effective means of protecting individual

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design approach for clothing, shoes, handbags and other accessories.

e. TRADE SECRETS

A trade secret can be defined as any valuable commercial information that provides a business with an advantage over competitors who do not have that information.

Trade secrets generally include non-patented inventions, ideas, or compilations of data (such as customer or supplier lists) that are used by a business to make itself more successful. Trade secrets may include any useful formula, plan, pattern, process, program, tool, technique, mechanism, compound, or device that is not generally known or readily ascertainable by the public.

Whatever type of information is represented by a trade secret, we as a company must take reasonable steps to safeguard it from disclosure.

Information contained in a trade secret is always confidential in nature. Therefore, steps must be taken to ensure that those to whom such information is revealed maintain this confidentiality. Guidelines on dealing with confidential information are available in the MAS Confidentiality Policy (see: *http://knet/sites/GroupLegal/SitePages/Home.aspx*).

REQUISITES OF A TRADE SECRET?

- The information must be useful or valuable.
- Information must not be readily accessible common knowledge, i.e. it must be secret
- Information must have commercial value because it is a secret
- The owner of the secret should have taken reasonable steps to protect the secrecy of the information

TO WHOM CAN TRADE SECRETS BE REVEALED?

Absolute secrecy regarding trade secrets is not required, and trade secrets must only be protected

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against unauthorised acquisition that can be reasonably anticipated and prevented.

Trade secrets may be revealed to:

- agents,
- employees, and
- others ordinarily entrusted with such information such as business partners in a R & D collaboration,

so long as they understand that the information is confidential and disclosure is forbidden.

It is advisable to get these parties to sign a Non-Disclosure Agreement ("NDA") prior to making the disclosure.

The MAS Confidentiality Policy (see: *http://knet/sites/GroupLegal/SitePages/Home.aspx*) will provide detailed guidelines on ensuring confidentiality of information which MAS reveals to its employees or third parties.

UNLAWFUL ACQUISITION OR USE OF A TRADE SECRET

For liability to attach to someone who misuses a trade secret, the owner of the valuable commercial information (trade secret) must demonstrate that it was appropriated through

- a breach of contract or NDA,
- a violation of a confidential relationship,
- the use of surreptitious surveillance (industrial espionage),
- other improper means (trespass, bribery, fraud, misrepresentation etc.), or
- the person disclosing had reason to know that the information was valuable and was expected to keep it confidential (for example consultants hired by the company in the development stage are ordinarily strictly bound by a duty of confidentiality independent of any NDA they may sign)

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It is **not** considered unlawful acquisition to:

- purchase a competitor's products and subject them to laboratory analysis without the owner's consent for the purpose of unlocking the hidden secrets (this is known as "reverse engineering")
- independently to develop the information
- acquire the information from a third party who is lawfully entitled to disclose it.

RIGHTS OF AN OWNER OF THE TRADE SECRET

The owner of a trade secret has the exclusive right to:

- Use and enjoyment of the trade secret (meaning that he can stop others who have had it disclosed to them by the owner from misusing or disclosing it)
- Sell, transfer ownership, license, or otherwise use it for pecuniary gain.

DURATION OF PROTECTION AVAILABLE TO A TRADE SECRET

Trade secrets are generally protected without registration. Consequently they can be protected for an indefinite and unlimited period of time.

Protection for trade secrets is done by non-disclosure, i.e. the information must be kept confidential. It is prudent to follow the detailed guidelines set out in the MAS Confidentiality Policy (see: *http://knet/sites/GroupLegal/SitePages/Home.aspx*) to ensure the confidentiality of the information encompassed in the trade secret is appropriately protected

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