## **IDI CONFERENCE 2025**

Torino, 6 - 7 June 2025

THE USE AND PROTECTION OF TRADEMARKS IN DISTRIBUTION AND FRANCHISE NETWORKS

THE USE OF ARTIFICIAL INTELLIGENCE (AI)

NEW PLAYERS IN ONLINE DISTRIBUTION

THE RECALL OF PRODUCTS

## Expanding in a country without protecting the trademark in distribution contracts

## **Expanding in a country without protecting the trademark indistribution contracts**

CHAIR: Nicole Van Crombrugghe, Faber Inter Legal, Bruxelles; IDI country expert for agency in Belgium

**PANELISTS:** 

Stephan Jäger, Jäger Heintel, Munich; IDI country expert for agency and distribution in Saudi Arabia

Federico Pogliani, Legal counsel, Pirelli, Milan

**José Carlos Vaz e Dias,** Vaz E Dias Advogados Associados, Rio de Janeiro; IDI country expert for distribution in Brazil

## Expanding in a country without protecting the trademark in distribution contracts

1. In the absence of contractual clauses, what can the supplier do to prevent or oppose the distributor's registration?

2. Who owns the goodwill of an unregistered mark commercially developed by the distributor? what are the implications?

3. How can the agreement address use of unregistered trademarks by the distributor in a specific territory?