

## KYOWA QUALITY® MARKETING AGREEMENT

This Marketing Agreement is entered into on the **May 13, 2016** by and between **Kyowa Hakko Bio Italia S.r.l.** ("Kyowa"), a Milano corporation having its principal place of business at Viale Piero a Alberto Pirelli n. 6 – 20126 Milano and **IAF Network**. ("Customer"), an Italian corporation having its principal place of business at Via Salvella 43, II Traversa – 25038 Rovato (BS)

WHEREAS, Kyowa Hakko Bio Co., Ltd. (hereinafter referred to as "Kyowa Japan") is the manufacturer of ingredients for use in cosmetics, foods, dietary supplements, cell culture media or other chemical ingredient applications ("Kyowa Ingredients") in Europe

WHEREAS, Kyowa has been granted permission by Kyowa Japan to allow the Customer to use the Kyowa Quality® brand and/or logo ("Mark") on behalf of Kyowa Japan on certain labels, leaflets, catalogs and website marketing materials (collectively "Materials") for certain products which incorporate Kyowa Ingredients.

WHEREAS, Customer wishes to market a product or products displaying the Mark in cosmetics, foods, dietary supplements, cell culture media or other chemical ingredient applications which incorporate Kyowa Ingredients.

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the parties intending to be legally bound, agree as follows:

1. Kyowa agrees to support Customer in the launch of any new product containing Kyowa Ingredients and displaying the Mark. In consideration of the support by Kyowa, Customer will display the "Kyowa Quality" brand or logo on the Materials in connection with the product.
2. In order to ensure the proper use of the Mark on Customer's Materials, Kyowa must review and approve all Materials displaying the Mark prior to use, at no fee to the Customer.
3. Since labels, marketing, and advertising materials are printed well in advance of use, Kyowa agrees to give Customer 180 days notice of any and all changes to the usage of the Mark, and to required label and advertising statements.
4. All rights, title, and interest in and to the Mark identified in Exhibit A shall remain the exclusive property of Kyowa Japan. Customer shall have no ownership rights to the Mark. Customer agrees that all trademark rights that may arise from its use of the Mark will inure to the benefit of Kyowa Japan.

5. Customer agrees that Customer will not use the Mark to identify Customer's product(s). All products sold by Customer which contain a reference to the Mark shall display a house mark of Customer or product mark of Customer which is larger and more prominent in appearance than the Mark.

6. Customer agrees to furnish Kyowa the names of products that will display the Mark for the identification of the Kyowa Ingredients used in cosmetics, foods, dietary supplements, cell culture media or other chemical ingredient applications. Customer may display the Mark only for the purpose of the identification of the Kyowa Ingredients pursuant to the Kyowa Quality Usage Guide.

7. Customer shall follow the Kyowa Quality Usage Guide that will be forwarded from Kyowa Sales/Marketing with this Agreement. Customer must obtain from Kyowa prior written approval for all labels, packaging, print and internet use displaying the Mark.

8. Customer agrees that all products bearing the Mark shall contain the claimed amount on the product label of each Kyowa Ingredient(s) utilized in the product formulation and 100% of the bulk ingredient(s) must be purchased from Kyowa.

- i) The Mark can only be utilized in connection with Kyowa Ingredients that are manufactured by Kyowa in the Yamaguchi Production Center (YPC), Biokyowa Inc. (BK) or Shanghai Kyowa Amino Acid Co., Ltd. (SK) or in such other manufacturing facility designated by Kyowa Japan.
- ii) Kyowa Ingredients in combination formulations must be further identified on Materials as to which ingredients are "Kyowa Quality" ingredients.
- iii) Kyowa Ingredients that have their own brand name should utilize their own brand(s) and not utilize the Mark in connection with such ingredients. These brands include: Cognizin, Setria, Sustamine, Lumistor and Pantestin.

Customer warrants that all products sold by Customer which contain a reference to the Mark shall be of good quality and comply with any and all relevant laws and regulations.

9. Customer shall attribute ownership of the Mark by using a "\*" symbol and by using the following trademark attribution for packaging and materials supporting or promoting products that bear the Mark: "Kyowa Quality and/or the KQ logo are trademarks of Kyowa Hakko Bio Co., Ltd.," or such attribution as otherwise required by Kyowa.

10. This Agreement can be terminated by Kyowa or by Customer at any time, with a written confirmation. Upon termination by either party, Customer shall immediately cease using the Mark on its labels and promotional materials in any format. Customer shall have three (3) months in which to dispose of inventory, of printed matter or literature, carrying the Mark, packaged and approved prior to the termination. Digital or electronic

formats will be discontinued as of the date of termination. The three (3) month disposal period shall not apply if the termination was a result of a breach of this Agreement by Customer. In such case, all use must cease immediately.


11. Kyowa shall indemnify Customer, its affiliates and subsidiaries, and their respective customers, employees and agents against any and all claims losses, damages, liability or expenses including reasonable attorney and other professional fees (collectively "Claims" brought by virtue of Customer's use of the Mark pursuant hereto. With the exception of the foregoing, Customer shall indemnify Kyowa, its affiliates and subsidiaries, and their respective customers, employees and agents against any and all Claims brought by virtue of the production, marketing, sale and distribution by Customer of any products on which the Mark will appear.

12. This Agreement shall be governed by the law of Italy

13. This Agreement is non-exclusive and extends only to the territory of the Italy and does not give Customer any rights or create any obligations by Kyowa as to use of the Mark, outside of such territory.

If the above points are acceptable and if you wish to display the Mark please sign two originals of this Agreement and return two originals to us. Upon review of the Agreement, we will return one countersigned copy to you for your records.

KYOWA HAKKO BIO ITALIA SRL

By:   
Name: Masaki Maeda  
Title: Strategy Manager

Date: May 13, 2016

IAF NETWORK Srl

By:   
Name:   
Title:   
Sede Legale e Operativa:  
Via Salvella, 43 - Il Traversa  
28036 ROVATO (BS)  
Partita IVA 02424060982  
Tel. +0039 030 77 51 484 - Fax +0039 030 77 58 617  
[www.iafstore.com](http://www.iafstore.com)

Date:

**EXHIBIT A**

**1) Kyowa Quality®**

**Horizontal Version**



\* Kyowa Quality and the KQ Logo are registered trademarks of Kyowa Hakko Bio Co., Ltd.

**Vertical Version**



\* Kyowa Quality and the KQ logo are registered trademarks of Kyowa Hakko Bio Co., Ltd.