

## **SETRIA® MARKETING AGREEMENT**

This Marketing Agreement is entered into as of September 19 2017 by and between Kyowa Hakko Bio Italia S.r.l. (“Kyowa”), an Italian corporation having its principal place of business at Viale Piero e Alberto Pirelli 6, 20126 Milano, Italy and IAFNETWORK SRL (“Customer”), a ITALIAN corporation having its principal place of business at VIA SALVELLA 43 II TRAV 25038 ROVATO BS ITALY.

WHEREAS, Kyowa Hakko Bio Co., Ltd. (hereinafter referred to as “Kyowa Japan”) is the manufacturer of Setria brand Glutathione.

WHEREAS, Kyowa allows the customer to describe registered trademark Setria (“Setria®”) and/or its logo (collectively, “Mark”) on the Product labels, leaflets, catalogues and website marketing materials on behalf of Kyowa Japan.

WHEREAS, Customer wishes to market a product or products containing Setria brand Glutathione as a dietary ingredient the Mark must be utilized on the product packaging and collateral marketing materials.

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. Customer shall follow the “Setria Brand Use Guidelines” that will be forwarded as a separate document. Customer must obtain from Kyowa prior written approval for all labels, packaging, print and internet use displaying the Mark. Kyowa will review such Customer materials solely for the purpose of verifying correct usage of the Mark. Kyowa will not check whether the Customer marketing material and its content complies with applicable legal and official or other regulations; this remains solely the Customer’s responsibility.

2. 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.

3. All rights, title, and interest in and to the Mark identified in Exhibit A shall remain the exclusive property of Kyowa Japan in the countries listed in Exhibit B. 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.

4. All products sold by Customer which contain a reference to the Mark shall display the Mark in a type font only as approved by Kyowa when the products are sold in

the countries listed in Exhibit B, and in the case that the products are sold in the countries listed as Country B in Exhibit B, the products shall further:

- i) Display a house mark of Customer or product mark of Customer which is larger and more prominent in appearance than the Mark; or
- ii) Display the generic name of the product "Glutathione or L-Glutathione," in a type size or font that is larger or equal to the size and prominence of the Mark.

5. Customer agrees to furnish Kyowa the names of products that will display the Mark as a branded dietary ingredient. Customer agrees that all products bearing the Mark will contain the claimed amount on the product label and a minimum of 25mg per serving of each of Setria® in the product.

6. Customer can describe the Mark as a brand name for Customer's products containing Setria brand Glutathione in the countries listed as Country A in Exhibit B, however Customer must describe the Mark only for the purpose of the explanation of dietary ingredient and as a trademark for such ingredient in the case that the Customer's product sold in the countries listed as Country B in Exhibit B.

7. Customer shall attribute ownership of the Setria® by using the following trademark attribution for packaging and materials supporting or promoting products that bear the Mark: Setria® is a registered trademark of KYOWA HAKKO BIO CO., LTD., or otherwise as required by Kyowa.

8. Whenever the Logo is used, the following must appear somewhere on the package, printed matter or Web site page: Setria® is a registered trademark of KYOWA HAKKO BIO CO., LTD.

9. 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, print 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. No inventory, print or literature disposal period shall apply if the termination was a result of a breach of this Agreement by Customer.

10. Kyowa shall indemnify Customer, its affiliates and subsidiaries, and their respective customers, employees and agents against any and all 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. Customer should review relevant scientific data and make their own determinations regarding making specific claims for their formulations. Ultimately, the

customer is responsible for any claims that they make on their product(s) and should review all claims with their legal counsel.

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

12. This Agreement extends only to the territory of the countries listed in Exhibit B 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 please sign this Agreement and return it to us electronically (by email or fax) for countersignature. If hard copies are requested, please sign and return two original documents to us by post.

Kyowa Hakko Bio Italia S.r.l.

CUSTOMER "IAFNETWORK SRL"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Masaki Maeda

Name: ALESSANDRO CORADI

Title: Strategy Manager

Title: OWNER

Date: 19/9/2017

Date: 19/9/2017

**EXHIBIT A**

**Setria® Logo**

*The Setria® logo can be used with or without the tagline "Glutathione"*



Setria® is a registered trademark of KYOWA HAKKO BIO CO., LTD.

**EXHIBIT B**

**Territory**

<b>Country A</b>	<b>Country B</b>
<b>Setria® is registered in Classes 1 &amp; 5</b>	<b>Setria® is registered in Class 1 only</b>
United States	European Union
Canada	Italy
Taiwan	Russia
Mexico	Thailand
Australia	Philippines
New Zealand	Malaysia
South Africa	Vietnam
	China
	Japan
	India

Class 1: Glutathione is used as an ingredient in the manufacture of cosmetics and food (“Product Name” contains/with Setria® Glutathione).

Class 5: Dietary supplement that can be called Setria® Glutathione.