

## 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.

