

SUSTAMINE® MARKETING AGREEMENT

This Marketing Agreement is entered into April 29, 2016 by and between Kyowa Hakko Bio Italia S.r.l. ("Kyowa"), a Milano corporation having its principal place of business at Viale Piero e Alberto Pirelli 6, 20126 Milano - Italy and IAF Network ("Customer"), an Italian corporation having its principal place of business at a Via Salvella 43, II Traversa, 25038 Rovato (BS)

WHEREAS, Kyowa Hakko Bio Co., Ltd. (hereinafter referred to as "Kyowa Japan") is the manufacturer of Sustamine brand L-Alanyl-L-Glutamine.

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

WHEREAS, Customer wishes to market a product or products containing Sustamine brand L-Alanyl-L-Glutamine 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 "Sustamine Brand Use Guidelines" that will be forwarded from Kyowa Sales/Marketing upon signature of this agreement. 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.

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 “L-Alanyl-L-Glutamine or L-Alanyl-L-Glutamine,” 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 Sustamine® in the product.

6. Customer can describe the Mark as a brand name for Customer's products containing Sustamine brand L-Alanyl-L-Glutamine 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 Sustamine® by using a “*” symbol and by using the following trademark attribution for packaging and materials supporting or promoting products that bear the Mark: Sustamine® 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: Sustamine® 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. The structure function claims that Kyowa Hakko provides are suggestions only, as these claims are not approved by the FDA and differ from country to country. Customers should review relevant data and make their own determinations regarding specific structure/function claims for their formulations. Ultimately, the customer is responsible for the 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 the state 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 and if you wish to display Kyowa's trademarks 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 S.R.L.

By: 
Name: Masaki Maeda
Title: Strategy Manager

Date: 29.04.2016

IAF NETWORK SRL
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By: 
Name: CORRADO ALESSANDARO
Title: Amministratore

Date: 12/05/2016

EXHIBIT A

Sustamine® L-Alanyl-L-Glutamine



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

EXHIBIT B

Territory

Country A Sustamine® is registered in Classes 1 & 5	Country B Sustamine® is registered in Class 1 only
United States	Canada
Australia	European Union
	Russia
	China
	Indonesia (Oct 16, 2014)

Class 1: L-Alanyl-L-Glutamine for use in the manufacture of cosmetics and food.
Class 5: Dietary supplement that can be called Sustamine® L-Alanyl-L-Glutamine.