

CO-BRANDING AGREEMENT

THIS AGREEMENT is made the 28 day of September 2017.

THE UNDERSIGNED:

- (1) **STEPAN SPECIALTY PRODUCTS LLC**, a Delaware limited liability company, having its main office at 100 West Hunter Avenue, Maywood, New Jersey 07607, and hereinafter referred to as “Company”;
- (2) IAFNETWORK SRL, an Italian company, having its main office at Via Salvella 43 II traversa 25038 Rovato BS, and hereinafter referred to as “Customer”.

HEREBY AGREE AS FOLLOWS:

Article 1. Definitions

For the purpose of this Agreement, the terms listed below shall be defined as follows:

Agreement	this Co-Branding Agreement including all its schedules, exhibits, annexes and any amendments.
Co-Branding Manual	the manual attached hereto as <u>Schedule 1</u> .
Consumer Products	the products manufactured by Customer for sale to the ultimate consumer, containing Stepan Product, utilising Trademark and listed on <u>Schedule 2</u> hereto.
Parties	the parties to this Agreement.
Stepan Product(s)	the products listed on <u>Schedule 4</u> hereto.
Territory	the geographic area where the Consumer Products are sold, as further defined in <u>Schedule 3</u> hereto.
Trademark(s)	The Company’s trademark(s), trade names or trade dress listed on <u>Schedule 4</u> hereto.

Article 2. Object of Agreement

- 2.1 Customer has been sourcing, and is continuing to source, Stepan Product from Company for use as an ingredient in Consumer Products.
- 2.2 In order to communicate the consistently high quality of both Stepan Product and the Consumer Products to the consumer, the Parties, by virtue of this Agreement, intend to provide, subject to the terms and conditions set forth herein, Company's Trademarks for the use by Customer along with Customer's own trademarks and in connection with the Consumer Products.

Article 3. The Trademarks

- 3.1 Company hereby represents and warrants that it owns all rights to the Trademarks and that it has full legal power to license use of the Trademarks to Customer. Customer hereby represents and warrants to Company that it owns all rights to Customer's trademarks, trade names, trade dress and copyrights relating to its Consumer Products.
- 3.2 Subject to the terms and conditions of Article 4 and this Agreement, Company hereby grants Customer a royalty-free, non-exclusive, non-transferable right and license to use the Trademarks in the Territory on Consumer Products. Customer shall only use the Trademarks in accordance with the terms of this Agreement and Customer shall not engage in other use of the Trademarks without the prior written approval of Company, which shall be provided in Company's sole discretion.
- 3.3 Customer shall have no right to sublicense any right or license under this Agreement with respect to any of the Trademarks. Except as expressly provided herein, nothing in this Agreement shall give Customer any other right, title or interest in any of the Trademarks and all goodwill resulting from Customer's use of the Trademarks shall inure solely to Company. Customer shall cease any use of the Trademarks immediately upon the expiration or termination of this Agreement pursuant to Article 7.
- 3.4 Customer shall not directly or indirectly, at any time during or after the Term of this Agreement, register, attempt to register, claim any interest in, contest the validity of, or take other actions that adversely affect Company's rights in any of

