



Innovation Inspired by Nature

## Co-branding Agreement

**BETWEEN:**

Company name: IAF NETWORK S.p.A.  
 Address: VIA FLERO 46 TORRE SUD  
 25125  
 BRESCIA  
  
 Country: ITALY  
 Tel: +39 030 7751464  
 e-mail: INFO@IAFSTORE.COM

**AND:**

Nexira  
 129 Chemin de Croisset  
 CS 94151  
 76723 ROUEN Cedex  
 France  
 Tel : +33 2 32 83 18 18  
 E-mail: info@nexira.com  
 Sales Contact : Charlotte DELARUE

represented by: Alessandro Coradi - Legal Manage  
 (Hereafter designated **The Partner**)

represented by: A. Fortel – Legal Manager  
 (Hereafter designated **Nexira**)

The Partner and Nexira being hereafter designated the Parties,

Nexira Product(s) concerned: ViNitrox™

Territory(ies) concerned: Europe, USA, Middle East

The purpose of the present agreement is to guarantee that Nexira's intellectual property is protected, and more specifically that the use of its brand name(s), registered or not, is in conformity with the following principles.  
 The Partner acknowledges that the Product(s) is/are the result of several years of proprietary research and development efforts by Nexira.

The Product is an ingredient of the Partner's final product.

The Partner agrees to mention the Product's name and logo on all packaging and promotional literature, referencing that the Product is a "brand of Nexira".

Consequently, the Parties agree as follows:

- Nexira commits to provide all necessary technical documentation and marketing material (images, logos, etc.) in order to help the Partner efficiently market and promote its final product.
- The Partner will assume full responsibility for any claims made in regards to the final product and will comply with all regulations applicable to the sales and promotion of its final product.
- Labels of the final product will be submitted to Nexira's review and approval, so as to confirm that the Product and brand are not used out of context (spelling, disclaimer, intended use...). Nexira will respond within a reasonable period of time (so as to not impede the marketing efforts of the Partner).

The Partner declares being informed that this authorization is strictly limited to the fields of application for which Nexira developed the Product and described in Nexira's Product brochures.

By no means, the Partner is allowed to use the present Agreement in an extensive way, for any other purposes than those agreed upon.

In case of infringement by a Party of any of its obligations under the present Agreement, the other Party may terminate the Agreement with a one month prior notice.

The authorization being delivered free of charge, termination of the present Agreement or claims of any kind will not result in any penalty payable by Nexira.

Any dispute arising under the present Agreement will be interpreted under the laws of France; both Parties consent to the exclusive jurisdiction of and exclusive venue in the Commercial Court of ROUEN.

Nexira and its distributors appreciate the efforts undertaken by their partners to market the Products. Thank you!

<p>For Partner: signature and stamp (legal representative designed to represent the company)</p> <p><i>[Signature]</i></p> <p>IAF NETWORK S.p.A.        Sede Legale/Administrativa:        Via Flero 46        25125 BRESCIA (BS)-Torre Sud        P.IVA e C.F. 02424060982        Tel. 39 030/7751464        E-mail: info@iafnetwork.com</p>	<p>For Nexira: signature and stamp</p> <p><i>[Signature]</i></p> <p><b>nexira</b>        Innovation Inspired by Nature        129 Chemin de Croisset - CS 94 51        76723 ROUEN Cedex - France</p>
<p>Date (dd/mm/yyyy): 19/10/2021</p>	<p>Date (dd/mm/yyyy): 21-10-2021</p>

*"This agreement, once signed by the two parties, becomes binding from the date of signing for an unlimited period of time and as long as the Product is used by the Partner"*