

ADVEO GLOBAL SERVICES, S.L. TERMS AND CONDITIONS OF BRANDED PRODUCTS PURCHASE

1. GENERAL

The following Terms and Conditions of Branded Products Purchase (hereinafter referred to as the "Branded Products Agreement") shall apply when ADVEO GLOBAL SERVICES, S.L. and/or any of the companies of ADVEO GROUP ("ADVEO") are purchasing branded products ("Branded Products") from a Seller ("Seller") pursuant to a Commercial Agreement Form ("Commercial Agreement") and/or a Purchase Order ("Purchase Order", "Order" "PO") issued by ADVEO to Seller.

The supply of Branded Products to Adveo is subject to the terms and conditions described herein as well as on the General Terms and Conditions of Purchase (hereinafter referred to as the "GTCs") available in (www.adveo.com). Seller agrees to these terms and conditions by signing the Commercial Agreement in effect, or at the time of the purchase by Adveo, or by supplying any Branded Product described herein.

2. ADVEO BRAND AGREEMENTS

2.1. Adveo will make its best endeavors to provide Seller, on a monthly basis, with a three-month rolling forecast (the "Forecast"). A buffer stock (the "Stock") will be built and maintained in the Seller's warehouse. The calculation of the Stock shall be based on the three months Forecast or, lacking thereof, on the average sales of the equivalent three-month period in the previous year or lacking thereof, the average sales of the last three months, in order to achieve the minimal order complete commitment. The Stock shall not exceed the three months Forecast unless mutually agreed otherwise by written agreement. The Forecasts provided by Adveo do not constitute a purchase commitment.

2.2. Seller shall manufacture, pack and deliver the Products strictly in accordance with the specifications furnished or approved in writing by Adveo including, but not limited to, the specifications contained in Commercial Agreement and the GTC's. Seller shall retain sole responsibility for the quality and conformance to Specifications of the Branded Products. Seller guarantees that Branded Products match the approved samples and Specifications. Any change to the Specifications or Branded Products must be approved in writing by an authorized Adveo's representative.

2.3. When packaging, packaging design, and/or packaging artwork creation services are provided by Adveo or its representative for use with the Branded Products, Seller shall use such packaging, packaging design, and/or packaging artwork without change. Seller shall promptly pay Adveo or its representative when invoiced for such material and/or services. If manufacturing of any of the Branded Products takes place, then for such Branded Products, Seller shall obtain approval of a press sample of any packaging for the Branded Products prior to any full packaging production print run. In order to obtain such approval (a) Seller may provide a press sample to Adveo or its representative; or (b) Adveo or its representative may attend an initial print run at the Seller's sole cost and expense.

2.4. Seller, at its own cost, shall send three (3) samples promptly after the first production run of the Branded Products to be send to the attention of the relevant Adveo's personnel. In addition. Seller shall fully co-operate with Adveo in the Adveo World Fair, by supplying in time,

at Seller's cost, any sample requested by Adveo to Seller. The samples shall be sent to any entity belonging to Adveo Group, as may be requested from time to time.

2.5. Adveo has the right to have all Branded Products tested by a third party of its choice either prior to the placement of the first Purchase Order (hereinafter referred to as PO), or after the first production run for any Product, at Seller's cost. Seller shall provide Adveo's designated laboratory with a sample of each Product to be tested, at Seller's expense (including shipping expenses). Adveo has the right to have all Branded Products re-tested at any time by a third-party service provider at Adveo's sole cost and expense. However, if a Product fails to meet the Specifications or required performance levels, Seller shall bear all costs and expenses related to the testing and any re-testing, including modifications that may be required to conform the Product to the agreed Specifications. Seller acknowledges that neither Adveo's receipt nor approval of the samples, nor any other provision contained in herein shall require Adveo to place any PO for any new Branded Products.

2.6. Implementation process for a new or modified Product: (i) Seller will provide free of charge samples of each new or modified Product including packaging to Adveo; (ii) Seller will provide free of charge samples for testing on request of Adveo; (iii) all new Branded Products will have to be available for the term stipulated in this Agreement. New or modified Branded Products can only be manufactured and/or delivered after final acceptance given by Adveo in writing.

2.7. Seller shall provide upon reasonable request from Adveo with any necessary technical or other Product related documents.

2.8. Seller shall provide Adveo with unlimited access to Sellers' or subcontractors' or third parties' manufacturing factories and any other facility used by Seller for production, packaging, storage and delivery of the Branded Products, this for purposes of evaluation and inspection and without obligatory prior notification to Seller thereon. Seller warrants that such factories and other facilities are managed in accordance with applicable laws.

2.9. Seller contact details (if third party or if based outside of the European Union) such as factory name, contact person, address, ZIP code, city and country must be communicated to Adveo prior to start of production/delivery.

3. THIRD PARTIES

3.1. Seller acknowledges that Adveo may purchase, and shall have the right to purchase, the Branded Products from third parties other than Seller.

3.2. Adveo's Affiliates are allowed to purchase the Branded Products from Seller or Seller Affiliates, under the same terms and conditions as stipulated in this Agreement.

3.3. Seller's use of third party Sellers or subcontractors under the Agreement shall be subject to the following conditions: (i) Seller shall provide notice of the relevant third party Seller's or subcontractor's name to Adveo, including any change in third party Seller or subcontractor, prior to such party performing any work under the Agreement on Seller's behalf; (ii) each third party Seller or subcontractor shall be bound by written confidentiality obligations that are at least as protective of Adveo's Confidential Information as the terms as stipulated herein or any applicable non-disclosure or confidentiality agreement between Adveo and Seller; (iii) Seller remains fully responsible to Adveo for all of its obligations under the Agreement and Seller is liable for any of its third party Seller's or subcontractor's noncompliance with any terms of this Agreement or applicable law; and (iv) Seller must send

to Adveo samples of Branded Products made with raw materials or packaging used by Seller or its third party Seller or subcontractor for inspection and testing pursuant to the terms of the provisions set forth herein. The same procedure applies in case of change of raw materials or packaging used for manufacturing the Product.

3.4. In the event Seller violates any of the provisions herein, in addition to any other remedy which Adveo may have at law or in equity, Adveo shall be entitled to offset any current or future invoice or deduct from any letter of credit or other agreed payment security an amount equal to two times the cost of each order that is affected by such violation by Seller. Adveo may also be entitled to terminate the Agreement with immediate effect, without Seller being entitled to any kind of compensation.

4. ADDITIONAL WARRANTIES

4.1. Seller acknowledges and agrees that Adveo may sell or transfer the Branded Products to Adveo's Affiliates, End Users and any other third parties for resale or disposal by such entities, and that the rights and benefits of Adveo hereunder shall inure to the benefit of such Affiliates, End Users or resellers, including their respective successors and assigns. All Seller's warranties, express or implied, shall survive testing, inspection, acceptance and payment by Adveo or such reseller.

4.2. To the extent any Product requires a Material Safety Data Sheet ("MSDS"), or to the extent any applicable European or country law requires Adveo to provide an MSDS to its employees, customers, or third parties that may handle, transport or store such Branded Products, Seller shall provide Adveo with such MSDS for each Stock-keeping unit (hereinafter referred to as SKU) along with the first shipment of Branded Products and shall provide Adveo with a revised, modified, and updated MSDS at such time, if any, as the Product or its components are changed, modified, or altered such that an updated, revised or modified MSDS is appropriate. Seller shall provide the MSDS in such form as may be required by Adveo. The MSDS shall be written in English, French, German, Spanish, Dutch, Portuguese and any other language as may be contained in Commercial Agreement from time to time.

4.3. Seller confirms that it is aware of the Regulation of the European Parliament and of the Council concerning the Registration Evaluation Authorization and Restriction of Initials Chemicals (REACH) and ensures that all Branded Products comply with the EU regulations and requirements of REACH and all other mandatory product requirements applicable, either in the country of origin or in the country where the Product will be sold.

4.4. Seller shall, at Seller's own expense, defend Adveo and its Affiliates, (including their respective directors, officers, employees, and agents) from and against any and all third party claims, demands, suits or actions resulting from, arising out of or relating to (i) any alleged or actual harm caused by Branded Products provided by Seller hereunder; or (ii) Seller's, including Seller's employees and anyone acting on Seller's behalf, (a) alleged or actual negligent acts or omissions, willful misconduct or fraud in connection with this Agreement, (b) alleged or actual breach of this Agreement; (c) alleged or actual violation of any statute, law, ordinance or regulation, and/or; (d) alleged or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from, arising out of or relating to any Branded Products provided by Seller under this Agreement ("Indemnifiable Claim").

With respect to each Indemnifiable Claim, Seller shall indemnify and hold harmless Adveo and its Affiliates (including their respective directors, officers, employees, and agents) from and against any and all damages, judgments, awards, expenses and costs that are awarded and

payable to the third party by a court of competent jurisdiction or that are payable to the third party pursuant to a settlement made by Seller. Absent conflict of interest, Seller shall be permitted to control the defense of such claim if Seller acts promptly and reasonably as determined by Adveo's reasonable judgment. In any event, Seller shall pay all reasonable defense and settlement costs (including attorney's fees) whether or not Seller controls or conducts the defense. Adveo shall reasonably cooperate (at Seller's expense) in the defense or settlement of such claim.

5. INTELLECTUAL PROPERTY

5.1. Seller hereby acknowledges (i) that Adveo has at all times had, and shall continue to have, the exclusive right, title and interest in and to the intellectual property rights of the Branded Products ("IPR"); (ii) the validity of the IPR; (iii) that neither this Agreement nor performance of any services by Seller hereunder shall confer on Seller any right, title or interest in or to the IPR; and (iv) that Seller does not have any permission to and shall not adopt, use, register, or attempt to register or apply for a patent, trademark, trade name, Adveo's marks; business name or corporate name or part thereof, whether during the term of this Agreement or after its termination, any word, symbol or emblem conflicting with or identical or similar to the ones used by the Adveo. Seller shall not publish or use any advertising, sales promotion or publicity matters relating to this Agreement or any Branded Products furnished by Seller wherein Adveo's name and/or logo is mentioned or language is used for which the connection of such name may, in Adveo's judgment, be inferred or implied, without the prior written approval of Adveo, which may be withheld in its absolute discretion.

5.2. Seller acknowledges and agrees that the Specifications and any designs provided by Adveo or any other IPR provided by Adveo have value and all right, title, interest and such value shall remain with Adveo during the term of this Agreement and thereafter. Adveo grants Seller a limited license to use the IPR during the term of this Agreement, to the extent necessary for Seller to manufacture the Branded Products. To the extent the Seller modifies changes or alters any element of any IPR, all such modifications, changes or alterations shall be owned exclusively by Adveo and shall be considered Adveo's Confidential Information.

5.3. Seller agrees to assign, and upon creation of any product or idea covered by IPR or modification, change or alteration to IPR, automatically assigns to Adveo, its successors and assigns, ownership of all copyright, patent, trade secret and other IPR in such product or idea or modification, change or alteration. From time to time upon Adveo's request, Seller and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments or other written instruments as Adveo may reasonably request.

5.4. Seller acknowledges and agrees that all use of the Intellectual Property shall inure to the benefit of and be on behalf of Adveo. Seller acknowledges and agrees that the Intellectual Property are the exclusive property of Adveo, and Seller now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by Seller's licensed use thereof, or otherwise.

5.5. Unless otherwise agreed to by the parties, Seller shall not apply for any patent relating to manufacturing of Branded Products or IPR. To the extent any such patents are issued to Seller, or to any of its employees, representatives, agents or assigns, Seller shall immediately assign and cause its employees to assign all right, title and interest to such patents to Adveo, shall pay all costs associated with such assignment and shall take all steps necessary to effectuate such assignment in every jurisdiction where such patent(s) was issued.

5.6. In the event Seller requests that Adveo includes on any Product, a patent notice of any pre-existing patent or any pre-existing patent application belonging to Seller, then (i) Seller represents and warrants to Adveo that: (a) any patent number provided to Adveo for this purpose is accurate; (b) that the patent is a valid patent issued in Europe and/or the country where the Product will be sold; (c) that the relevant technology or design is incorporated into the Product; and (ii) all costs and expenses of adding such marking to a Product shall be borne by Seller.

6. CONSEQUENCES OF TERMINATION

6.1. On the termination of this Agreement for any reason, Seller shall, and shall cause its third-party Sellers or subcontractors to, immediately stop manufacturing, distributing, selling or in any way dealing with (i) the Branded Products; (ii) Adveo Marks and any carton, container, packaging, labelling or wrapping material, or advertising, promotional, or display material pertaining thereto, except as consented to by Adveo in writing.

6.2. The termination of this Agreement shall not affect the respective rights and liabilities of each of the Parties hereto which accrued prior to such termination. Notwithstanding this clause, after the termination of this Agreement, if Adveo so elects, the parties shall continue to be bound by the terms herein until Seller completes any outstanding purchase order(s) which had commenced prior to the notice for termination.

6.3. Upon termination or expiration of this Agreement for any reason, Adveo may withhold from Seller an amount sufficient to cover the price related to the amount of defective Branded Products shipped to Adveo by Seller in the preceding six (6) months. Adveo shall pay Seller this amount or a portion thereof sufficient to cover the price of all non-defective Branded Products received by Adveo, once Adveo has received and inspected all shipments from Seller.

6.4. Upon termination of this Agreement, Adveo may purchase Seller's stock of Branded Products, raw materials and/or packaging up to a maximum of three months forecasted volume if and to the extent specifically designed for Adveo on prices to be mutually agreed between the Parties. In case of termination, any stock of Branded Products, raw materials and/or packaging specifically designed for Adveo which have not purchased by Adveo, will be destroyed upon written confirmation by Seller in writing.

7. CONFIDENTIALITY

7.1. The Parties agree that certain information supplied by each to the other during the term of this Agreement, including, without limitation, the Branded Products, the documentation and the intellectual property and technology underlying the Branded Products, and information contained on purchase orders or delivery patterns is proprietary, secret, confidential or non-public. All such information shall be held in confidence by the receiving party, shall be used only for the purposes of this Agreement and shall not be disclosed to any person other than an employee with a need to know the information in order to fulfill the obligations of the receiving party hereunder.

7.2. Information shall not be subject to the provisions of this Section (Confidentiality) if shown by recipient's records to be: (i) in the public domain at the time of disclosure or thereafter through no fault of the recipient; (ii) known to the receiving party at the time of disclosure; (iii) disclosed to the receiving party without an obligation of confidentiality by a third party with the legal right to make such free disclosure; or (iv) developed independently by the receiving party by personnel without access to or knowledge of the information disclosed. The receiving party may disclose information to the extent requested or required by

a governmental or judicial entity, provided such disclosure is limited to the fullest extent permitted by applicable law.

7.3. Upon termination of this Agreement, Seller shall return or, at Adveo's request, destroy all confidential, proprietary or secret information of Adveo in Seller's possession. The obligations of the parties pursuant to this Section (Confidentiality) shall survive the expiration or earlier termination of this Agreement for a period of five (5) years.

8. REPRESENTATION AND WARRANTIES.

Each party hereby represents and warrants to the other party as of the Effective Date that such party (i) has the corporate power and authority and the legal right to enter into the Agreement and perform its obligations hereunder, and (ii) has taken all necessary corporate action on its part required to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder. The Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity whether enforceability is considered a proceeding at law or equity.

9. COMPLIANCE WITH LAWS.

9.1. Term.

Unless earlier terminated pursuant to this Section "Term and Termination" this Agreement shall be automatically renewed for one (1)-year terms.

9.2. Termination Upon Event of Default.

Upon the occurrence of an Event of Default (as defined below), the non-defaulting party, in its sole discretion, shall have the right to terminate this Agreement, in addition to any other remedy or remedies which may be available to it under this Agreement, at law or in equity. In addition, upon the occurrence of an Event of Default by Purchaser, Adveo shall have the right to cancel any or all unfilled orders for Branded Products submitted by Purchaser.

The following events shall be deemed "Events of Default" with respect to the party engage in such activity:

(a) Either party breaches its obligations under Section "Confidentiality" or;

(b) Either party fails to perform any of its covenants, obligations or responsibilities under this Agreement which failure remains uncured for thirty (30) days after notice thereof from the non-defaulting party; provided that the non-defaulting party delivers written notice to the defaulting party within ninety (90) days of the alleged default;

(c) The dissolution, termination of existence, liquidation, insolvency or business failure of either party, or the appointment of a custodian or receiver for either party or any part of its property if such appointment is not terminated or dismissed within sixty (60) days;

(d) The institution by either party of any proceeding under the United States Bankruptcy Code or any other federal, national or state bankruptcy, reorganization, receivership, insolvency or

other similar law affecting the rights of creditors generally or the making by either party of a composition or any assignment or trust mortgage for the benefit of creditors; and

(e) The institution against either party of a proceeding under the United States Bankruptcy Code or any other federal, national or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally, which proceeding is not dismissed within sixty (60) days of filing.

9.3. Termination for Convenience. Adveo may terminate this Agreement upon three (3) months prior notice to Seller. In addition, Seller shall have the right, after twelve (12) months following the Commencement date, to terminate this Agreement by giving a twelve (12) months previous notice to Adveo.

9.4. In the event of any inconsistency between this Branded Products Agreement, the Commercial Agreement, and the GTC's, unless the parties expressly agree otherwise, the following order of precedence shall apply:

- 1º Branded Products Agreement
- 2º The GTC's
- 3º The Commercial Agreement