

**"madeincolours" COLLECTIVE TRADEMARK
END-USER LICENSE AGREEMENT**

Between

madeincolours srl, with registered office in Milano (MI), via Locatelli, 6 - VAT position number 08656080960, listed in the Trade Register of Milan under number 2040054, in the person of its legal representative, Ms. Michela Kahlberg (Fiscal Code KHLMHL68A63F205J);

(hereinafter simply called the "LICENSOR")

and

- _____,
with registered office in (full address) _____,
VAT number _____, listed in the Trade Register of
_____ under No. _____, in the person of its legal
representative _____ (Fiscal Code
_____);

(hereinafter simply called the "LICENSEE")

hereinafter collectively called the "PARTIES"

WHEREAS

- i. the LICENSOR is the owner of the "madeincolours" collective trademark as depicted here below



"madeincolours" - Annex A - (hereinafter the TRADEMARK) for the products of the classes listed below:

(a) class 2:

Paints, varnishes, lacquers.

(b) class 16:

Paper, cardboard; paper napkins; paper tissues; toilet paper; kitchen rolls; exercise-books and notebooks; sheets of paper; paper and cardboard packaging; paper bags; paper table-cloths; gift paper; paper decorations; paper ribbons; paper envelopes; food-grade paper; printed matter; office material;

stationery and teaching material; artists' and instructional material; disposable paper items; paper and cardboard artists' products and figurines; paper, cardboard and plastic packaging, packing and storage bags and items;

(c) class 17:

Plastics; half-finished plastic products.

(d) class 18:

Leather and imitations of leather, suitcases and bags; wallets and other types of bags; key holders; briefcases, portfolios (leather goods); umbrellas and parasols, saddlery; whips, and animal harness.

(e) class 19:

Wood; semi-processed wood; artificial wood; worked wood; agglomerated cork; wooden parquet; laminated wood; wooden constructions; wooden panels; wooden floorings; non-metal fences; wooden constructions.

(f) class 23:

Yarns and threads, for textile use.

(g) class 24:

Textile materials; fabrics and replacements for textile goods; curtains; drapes; cords or bands for curtains in textile materials; rolls of textile goods; textile wallpaper; bed covers and table covers; bed linen and table linen.

as listed in the "Nice classification";

- ii. the use of the trademark is regulated by the Regulations of use of the "madeincolours" collective trademark (hereinafter the "REGULATIONS" - annexed hereto as B) and the specifications quoted therein;
- iii. the LICENSEE has submitted an application for this end-user license of the TRADEMARK for the products specified in the application, where it declares it meets the requirements and undertakes the obligations provided for in the REGULATIONS and in this license agreement (hereinafter the AGREEMENT);

now, therefore, the Parties

STIPULATE AND AGREE

what follows:

Article 1 Scope

The scope of this AGREEMENT is the end-user license - without any exclusive right - on the TRADEMARK for the product listed here below (hereinafter "PRODUCTS"):

- (i) Paints, varnishes, lacquers
- (ii) Paper, cardboard
- (iii) Leather
- (iv) Wood
- (v) Textile flocks, yarns, bolts, clothing and fabrics
- (vi) Other mediums painted, printed or dyed in the European Union and for any goods-articles-products made using PRODUCTS and, in case, additional materials/substances that are not in conflict with the TRADEMARK's objectives (hereinafter the GOODS).

Article 2 Qualification

- 2.1. The LICENSEE declares it meets the qualifications for being admitted to use the TRADEMARK as provided for by Article 4 of REGULATIONS, that is:
- (i) location: manufacturing and coloring of the PRODUCTS and/or manufacturing of the GOODS must take place in the European Union;
 - (ii) rules: the above-mentioned manufacturing, coloring, making must comply with the European and national laws and regulations (place of manufacturing and coloring);
- 2.2. The LICENSEE shall also engage to:
- (i) only use the TRADEMARK in connection with PRODUCTS and GOODS dyed according to the provisions of the REGULATIONS and the specifications referred to therein;
 - (ii) comply with this AGREEMENT and the relevant REGULATIONS.

Article 3 Trademark end-user REGULATIONS

- 3.1. The REGULATIONS shall be an integral and substantial part of the AGREEMENT: therefore, any reference to the AGREEMENT in this document shall be understood as inclusive of the REGULATIONS provisions. Unless stated otherwise, the definitions used in this AGREEMENT shall have the meaning specified in the REGULATIONS. The more or less full reproduction in this AGREEMENT of the REGULATIONS provisions shall not restrict the possible application of the residual provisions thereof.
- 3.2. In order to better pursue the TRADEMARK purposes, or in case of amendments to the rules in force regarding the TRADEMARK and/or the PRODUCTS, the LICENSOR shall reserve the power to amend the REGULATIONS provisions at its discretion. Amendments shall become effective starting from the publication, to be carried out by suitable means to make them known to LICENSEES or, failing that, on the receipt of the individual communication sent by the LICENSOR to the LICENSEE. The LICENSEE, in any case, after the publication or, failing that, on receiving the communication, shall have the right of withdrawal from this AGREEMENT by communication to be sent in writing to the LICENSOR within 30 (thirty) days, by registered letter with advice of return and certified e-mail.

Article 4 Licensing

- 4.1. The LICENSOR grants the LICENSEE, which accepts, the non-exclusive end-user license of the TRADEMARK to characterize the PRODUCTS and GOODS marketed by the LICENSEE at the terms established in the AGREEMENT and the REGULATIONS.
- 4.2. The LICENSEE, under its exclusive responsibility, may mix the TRADEMARK and its own trademarks or distinctive marks, provided neither prejudice for the LICENSOR's image nor deceit for the consumer arises wherefrom.
- 4.3. As provided for by the REGULATIONS, the LICENSEE shall explicitly undertake to use the TRADEMARK to only characterize the PRODUCTS or GOODS, and shall be not allowed to use it in connection with different products-items-goods. Anyway, any use of the TRADEMARK shall be prohibited, which may mislead the consumer and/or any third parties about the quality, origin or other features of the PRODUCTS and/or GOODS characterized by the TRADEMARK.

The LICENSEE can also use the TRADEMARK to characterize products-items that contain other materials/substances than PRODUCTS and GOODS, provided such components do not exceed 10% of the "weight" of the item. Accessories (for instance, buttons, zippers, sewing yarn, etc.) shall be not included in this percentage.

4.4. Complying with the AGREEMENT provisions shall mean, among the other things:

- (i) promoting and protecting the "Made in Europe" industry/production;
- (ii) establishing an effective monitoring system of the companies using the TRADEMARK;
- (iii) spreading to and making consumers aware, including through information and advertising actions, the criteria and characteristics of the finished products made with materials identified by the TRADEMARK;

The AGREEMENT, therefore, does not imply any limitations whatsoever to the LICENSEE's business freedom in connection, by way of example only, with territories, customers, prices and sales terms, free circulation of PRODUCTS characterized by the TRADEMARK or other business decisions, all of which shall be to and under the LICENSEE's full discretion and responsibility.

Article 5 Controls

5.1 In conformity with the provisions of Article 7 of the REGULATIONS, the LICENSEE shall undertake to allow the LICENSOR and its officers to carry out investigation and checks aimed at the verifying the proper use of the TRADEMARK and the compliance with the REGULATIONS.

The LICENSEE shall be obliged to notify and/or provide the LICENSOR with the necessary data and information to have the mentioned checks and controls made, helping with their execution.

The LICENSOR's officers can access the LICENSEE's premises at any time of its business hours without any obligation to give prior notice.

The officers shall report the outcome of the above-mentioned controls to the LICENSOR also for the purposes of taking the measures indicated in articles 10 and 11 of the REGULATIONS.

5.2 The LICENSEE's refuse to undergo such controls shall be an infringement of the AGREEMENT and imply, among the other things, the application of the penalties provided for by the REGULATIONS.

5.3 If, as the result of the above-mentioned controls, infringements to the AGREEMENT and/or the REGULATIONS are verified, the LICENSOR shall have the power to charge the LICENSEE with the costs arising from such controls, subject to any further remedy.

Article 6 Consideration

6.1. By way of consideration for granting this license, the LICENSEE shall undertake to pay the LICENSOR the amounts listed in Annex C hereto according to the terms provided for therein.

6.2 The withdrawal/termination of the AGREEMENT or the stop and/or cancellation of the right to use the TRADEMARK shall in no case involve the right to the restitution of the sums paid to the LICENSEE and/or the faltering of the LICENSEE's obligation to pay any sums that may still be due based on the commitments taken by the latter.

Article 7 LICENSEE's obligations - authorizations

7.1. The LICENSEE shall undertake to:

- (i) only use and reproduce the TRADEMARK according to the terms, colors, forms and writings previously supplied by the LICENSOR (or, in case, agreed upon on granting/renovating the license); the LICENSOR shall provide those having the right to use with the full version of the TRADEMARK in colors; in any case, reproduce the TRADEMARK in full, including in several sizes, provided with the composition proportions as per point (i) in the recitals above;
- (ii) notify the LICENSOR any third party's use of the TRADEMARK that is illegal or does not comply with the AGREEMENT or the REGULATIONS it may become aware of;
- (iii) notify the LICENSOR, within and not later than 15 (fifteen) days after their occurrence, any changes in the business name/denomination, changes of its legal status, changes of premises, opening/closing of manufacturing units and/or secondary offices;

7.2. The LICENSEE shall authorize the LICENSOR to register in specific lists-databanks (DATABASE), updated and managed by third parties instructed by the LICENSOR, which can be accessed through the www.madeincolours.eu website or any future websites.

The LICENSEE shall also undertake to provide the LICENSOR and/or any subjects indicated by the latter, with any information on the PRODUCTS - GOODS, which will be made public in the above-mentioned websites.

Article 8 Third parties' applications

8.1. The LICENSEE knows the purposes and objectives of the TRADEMARK; it is aware of the need to be able and/or have to communicate information – data – etc. to and among the several TRADEMARK licensees, and/or the LICENSOR or the subjects indicated by the latter.

In order to facilitate/make this exchange of information possible, the LICENSEE shall undertake to become a member of the network and to use the software-application indicated by the LICENSOR (currently, the CLEVIRIA network and the THELA software). Becoming a member of the network within 30 days after entering the AGREEMENT below shall be a necessary requirement for the validity of this AGREEMENT.

The said participation in the network and use of the software shall take place by signing specific agreements to be entered directly by the LICENSEE and the subjects indicated by the LICENSOR.

The costs for the participation in the network and the use of the software-application are indicated in Annex D hereto.

8.2. The LICENSOR shall offer the LICENSEE, its customers, or any other users of its products (hereinafter collectively defined as CUSTOMERS), the opportunity to purchase and apply to its PRODUCTS - GOODS, according to the provisions of this document, a tracing label reproducing the TRADEMARK, by signing specific agreements to be entered directly by the LICENSEE and the subjects indicated by the LICENSOR (presently UNICATAG srl).

Using the above-mentioned label shall enable consumers (i) to access Internet services in a specific website where the CUSTOMER can, at its full discretion, record, in a pre-structured format from the website, information - including tracing information - on products / goods, which the CUSTOMER shall be willing to disclose to consumers, and (ii) to notify and/or share information with the CUSTOMER or the LICENSEE.

Such a label shall enable the CUSTOMER to manage in a confidential way tracing information it shall be not willing to disclose to the consumer.

It shall be understood that consumers can query such label for a specific period after the date of purchase of the label and limitedly to the services available on the website at the time of its purchase.

8.3. At any time can the LICENSEE or any of its CUSTOMERS ask for the total Web service concerning all of its labels to be stopped, and, consequently, all information linked to them to be removed, except for any informative and non-specific information for the CUSTOMER the LICENSEE shall hold to be maintained active.

Should the LICENSEE and/or its CUSTOMERS and/or others intend to use such labels, these can be purchased from UNICATAG srl or any other company indicated by the LICENSOR.

8.4. The purchase of the labels by a LICENSEE's CUSTOMERS must be previously authorized by the LICENSEE.

Such a LICENSEE shall be obliged to notify the LICENSOR of the names of the CUSTOMERS that purchase or intend to purchase the labels, and it shall be responsible for verifying that such labels are only applied to goods as defined herein.

Article 9 Term of the end-user license

9.1. The AGREEMENT shall become effective starting from the date of signature and terminate after 12 months from the signature. It shall be renewed automatically every year subject to either party's right of withdrawal, to be notified to the other party by registered letter with advice of receipt and certified e-mail with three months' notice.

9.2. Should the LICENSOR exercise its right of withdrawal, the LICENSEE shall have no right to indemnity or refund because of the faltering of the right to use the TRADEMARK.

Article 10 Responsibility

10.1. The LICENSOR, within the mandatory limits of the law, shall be exempted from any liability for damages or other responsibilities with the LICENSEE because of:

- (i) non-issue, nullity, invalidity, withdrawal or any other reason modifying or terminating the TRADEMARK rights;

- (ii) infringement of earlier TRADEMARK rights or any third parties' other rights as the result of the use of the TRADEMARK;
 - (iii) granting of the right and/or use of the TRADEMARK by third party subjects - other licensees;
 - (iv) exchange/release of data and information.
- 10.2. The LICENSEE shall undertake all responsibilities for the PRODUCTS and/or GOODS, including, by way of example, that regarding their design, manufacturing, marketing, labeling, use, promotion, distribution, sale and conformity with the provisions of the laws in force, and consequently shall undertake to hold the LICENSOR harmless from any liability in this connection.
- 10.3. The LICENSEE shall also undertake to hold the LICENSOR harmless from any liability against the buyers of the PRODUCTS and/or GOODS and the LICENSEE's other assignees, which arises from the infringement of earlier TRADEMARK rights or other third party rights as the result of the use of the TRADEMARK.
- 10.4. The LICENSEE shall be the only person responsible for the data and information provided on its registration and the information notified by it to the LICENSOR, which may be disclosed and/or published on the LICENSOR's website or by other tools.

Article 11. Termination of the AGREEMENT's effects

- 11.1. As the result of the termination of the AGREEMENT for any reason whatsoever:
- a) the LICENSEE shall be debarred from any right to further use the TRADEMARK;
 - b) the LICENSEE shall notify the LICENSOR in writing on its withdrawal, or, within 7 days after the communication according to Article 1456, clause 2, of the Italian civil code, or on the LICENSOR's withdrawal, the inventory of PRODUCTS and/or GOODS under manufacturing in stock at its premises or at any third party's premises, and the information material and anything else that might be linked to the TRADEMARK.
 - c) the LICENSEE shall be obliged to destroy, with no right to any compensation or indemnity from the LICENSOR, in the presence of the LICENSOR's officials, any materials, product and document that reproduce the TRADEMARK or where the TRADEMARK has been printed or impressed or that recalls its quality as a LICENSEE.

Article 12 Applicable rules

- 12.1. This AGREEMENT shall cancel and replace any previous pact on the use of the TRADEMARK.
- 12.2. The recitals and annexes to this AGREEMENT shall be an integral part hereof.
- 12.3. For all that is not provided for in this AGREEMENT, including the Regulations, reference is made to the applicable provisions of the law.
- 12.4. Apart from the provisions of article 3.2, any amendment to this AGREEMENT shall be agreed in writing by the parties, under penalty of nullity.

Article 13 Explicit determination clause

13.1. The parties agree that the AGREEMENT can be terminated, pursuant to and in accordance with Article 1456 of the Italian civil code, by notices to be sent by either party to the other party by registered letter with advice of receipt and/or certified e-mail should any infringement occur to any one of the following obligations: 2. Requirements; 5. Controls; 6. Consideration; 7. Obligations-authorizations; 8. Third-party applications.

Article 14 Controls - non-conforming use of the TRADEMARK - after use

14.1. Should the LICENSEE:

- (i) behave in a way to hinder the right of control granted to the LICENSOR under Article 5;
- (ii) use the TRADEMARK in a way or for purposes that are not in conformity with the AGREEMENT and/or the REGULATIONS;
- (iii) use the TRADEMARK after the termination of the license (for any reason and/or effect);

the LICENSOR shall have the right to apply the sanctions provided for in the REGULATIONS, subject, anyway, to the right to damages and any additional remedy that might become necessary to take for the protection of the LICENSOR's rights.

Article 15 Confidentiality

15.1. The contents of this AGREEMENT, like any other piece of information, datum or news that the LICENSEE becomes aware of because or on the occasion of this AGREEMENT, must be held confidential as long as the relationship is in force and for an additional five-year term after its termination. The LICENSEE, therefore, shall undertake, including on behalf of its employees and subsidiaries that might become aware of such information for the purpose of fulfilling their obligations, not to disclose and use it for any other reason than the proper fulfillment of this AGREEMENT, even if the LICENSOR is not affected by this use or disclosure and unless it is already in the public domain.

Article 16 Reference Law and competent Court

16.1. Should any litigation arise between the PARTIES in connection with the validity, construction, execution and termination of this AGREEMENT for any reason whatsoever, the Italian laws shall be applicable and the Court of Milan shall be competent on an exclusive basis.

(place and date): _____

(place and date): _____

The LICENSOR

The LICENSEE

.....
(Stamp and signature)

.....
(Stamp and signature)

Pursuant to and in accordance with the provisions of Article 1341 and subsequent ones of the Italian civil code, the following articles are specifically approved:

3. REGULATIONS to use the TRADEMARK; 5. Controls; 7. Obligations-authorizations; 8. Third-party applications; 10. Responsibility; 11. Termination of the agreement's effects; 13. Explicit determination clause. Article 14 Controls - non-conforming use of the TRADEMARK - after use; 16 Reference Law and competent Court,

as set out above in this AGREEMENT, as well as articles:

4. Requirements – list; 7. Management and control; 8. Licensees' obligations; 10. Failure-sanctions; 11. Withdrawal-cancellation-restitution of sums; 13. Reference Law and competent Court,

included in the REGULATIONS.

The LICENSOR
(madeincolours srl)

The LICENSEE

.....

.....

(Stamp and signature)

(Stamp and signature)

ANNEX A
TRADEMARK – madeincolours logo

ANNEX B
REGULATIONS for the use of the TRADEMARK

ANNEX C

Costs

companies that apply during 2014:

MICRO COMPANIES (less than 5 employees): yearly fee Euros 1,000;

SMALL COMPANIES (from 5 to 19 employees): yearly fee Euros 2,000;

MEDIUM COMPANIES (from 20 to 49 employees): yearly fee Euros 3,000;

LARGE COMPANIES (50 employees or more): yearly fee Euros 4,000.

companies that apply during 2015:

MICRO COMPANIES (less than 5 employees): yearly fee Euros 2,000;

SMALL COMPANIES (from 5 to 19 employees): yearly fee Euros 3,000;

MEDIUM COMPANIES (from 20 to 49 employees): yearly fee Euros 4,000;

LARGE COMPANIES (50 employees or more): yearly fee Euros 5,000.

companies that apply during 2016:

MICRO COMPANIES (less than 5 employees): yearly fee Euros 3,000;

SMALL COMPANIES (from 5 to 19 employees): yearly fee Euros 4,000;

MEDIUM COMPANIES (from 20 to 49 employees): yearly fee Euros 5,000;

LARGE COMPANIES (50 employees or more): yearly fee Euros 6,000.

In all cases, an extra yearly fee of Euros 1,000 is required for each production unit besides the main unit.

The above amount shall be paid within 30 days after the execution date of this agreement.

For each following year of this agreement, the LICENSEE shall undertake to pay the LICENSOR the yearly fee within the 31st of January of each contractual year, except for the first year, for which no additional fees are due besides the fee listed in the above paragraph.

ANNEX D

Costs – price controlled - participation in the network + software

ANNEX E

Costs – price controlled - labels