

This Marketing License Agreement (hereinafter referred to as "Agreement") is effective as of December 12, 2018 ("Effective Date") between:

FILATI BE.MI.VA S.P.A.

Via Mugellese, 115 and 50013 Campi Bisenzio-Loc.Capalle (Fi), Italy http://www.bemiva.it/ Oriana Proietti

Email: <u>oriana.proietti@bemiva.it</u> hereinafter referred to as "*Licensee*"

Lenzing Aktiengesellschaft

Werkstrasse 2
A-4860 Lenzing
an.durz@lenzing.com
hereinafter referred to as "Lenzing"

1 Preamble

- A. Lenzing is inter alia the owner of various trademarks protected in more than 100 countries around the globe. Lenzing's customers are interested in acquiring licenses in such trademarks in order to market own products which contain a minimum proportion of branded Lenzing fibers.
- B. Lenzing is also the sole legal and beneficial owner of, and owns all the intellectual property rights and interest including copyrights, design rights, trade dress and rights in the nature of intellectual property rights in all material (e.g. brochures, websites, etc.), which will be or was handed over to Licensee under this Agreement, including all information relating to Lenzing or its affiliates, whether intentionally or inadvertently conveyed, delivered or disclosed by Lenzing under this Agreement, regardless of the media on which the information is stored, recorded, conveyed or communicated, and including but not limited to product designs, artistic and scientific data, ideas, test, photographs, graphic representations and audiovisual works (hereinafter referred to as the "Lenzing Marketing Material").
- C. Licensee intends to use the certain trademarks owned by Lenzing and the Lenzing Marketing Material for certain marketing and advertising activities of Licensee.
- D. The primary purpose of the licensing program offered by *Lenzing* by this *Agreement* is to provide its customers a means of promoting their products provided that such promotional activities of *Licensee* relate to products of *Licensee* which contain branded *Lenzing* fibers.

2 Scope of the License

- 2.1. Effective as of the Effective Date, Lenzing hereby grants to the Licensee a non-exclusive, royalty free, non-transferable and non-sub licensable right to use (i) its trademark TENCEL™, LENZING™, REFIBRA™ (hereinafter referred to as the "Brand") and (ii) TENCEL™ Lyocell, TENCEL™ Modal, LENZING™ ECOVERO™ as the applicable branded offers (including claims and technologies) for the Brand (hereinafter referred to as the "Branded Offer") and as defined in and set out in detail in the branding guidelines published by Lenzing ("hereinafter referred to as "Lenzing Branding Guidelines"), for marketing and advertising activities of Licensee in EU28, China, Hong Kong, Taiwan, US, South Korea, Japan (hereinafter referred to as "Territory") until November 30, 2020 (hereinafter referred to as the "Termination Date"; the time between the Effective Date and the Termination Date referred to as the "Period") and subject to and in accordance with the terms of this Agreement. Any use beyond that is expressly prohibited. Also, any trademarks owned by Lenzing or any branded offers mentioned in the Lenzing Branding Guidelines but not encompassed in the above description of the scope of license must not be used by the Licensee. The Lenzing Branding Guidelines constitute an integral part of this Agreement.
- 2.2. The use of the *Brand*, the *Branded Offer* and the *Lenzing Marketing Material* shall only be granted subject to the following provisions:
 - The rights of use granted to the *Licensee* shall be limited to the *Period* and the *Territory*. Thus, *Licensee* shall not undertake advertising with the *Brand*, the *Branded Offer* and the *Lenzing Marketing Material* in any country, or specifically aimed at, any country outside the *Territory*.



- The Brand, the Branded Offer and the Lenzing Marketing Material can be used for online and offline marketing and advertising activities of Licensee, including but not limited to fairs, trade shows, websites as well as marketing and advertising material of Licensee, e.g. brochures, yarn color cards (hereinafter referred to as "Licensee Material"), provided that such marketing and advertising activities of Licensee relate to the Lenzing products including fibers, filaments and or man-made cellulosic products, the Lenzing Brand and/or Branded Offer, Lenzing Marketing Material, and/or other services provided by Lenzing without any reference to a specific product of Licensee. For the avoidance of doubt, as long as the Brand and/or Branded Offer shall be used in relation to a specific product of Licensee, a certification and a product license, which may be obtained at https://brandingservice.lenzing.com, is required in any case. Any further use, in particular any use on Licensee's products directly (e.g. product labeling) or in connection with Licensee's products which do not contain the respective Lenzing product is prohibited. Furthermore, Licensee shall not be entitled to use on or in connection with Licensee's products any value propositions / statements / claims that are related to the Brand or Lenzing other than provided by Lenzing (hereinafter referred to as "Claims"). Furthermore, Licensee shall comply with any reasonable directions given by Lenzing with regard to the use of the Brand, the Branded Offer and the Lenzing Marketing Material including the Claims.
- The Brand, the Branded Offer and the Lenzing Marketing Material shall only be used in conformity with this Agreement. Furthermore, the use of the Brand, the Branded Offer and the Lenzing Marketing Material shall only be permitted as set out in detail in the Lenzing Branding Guidelines. Any further use of any trademarks owned by Lenzing or its affiliated companies, within our outside the Lenzing Branding Guidelines, shall be prohibited. The Lenzing Branding Guidelines will be amended from time to time and are made available at https://brandingservice.lenzing.com and will also be available in the E-Branding Service Platform or upon request by Licensee. Lenzing will notify Licensee of any material amendments to the Lenzing Branding Guidelines during the Period. Electronic mail to the email address specified in the beginning of the Agreement is sufficient for such notice, and Licensee will implement such amendments within 60 days in all of Licensee's marketing materials (hereinafter referred to as "Licensee Material") used thereafter.
- The *Brand* shall only be used (i) in the style, format, logo style and color that complies with the registration of the *Brand* in the respective trademark register, (ii) as depicted in the *Lenzing Branding* Guidelines and (iii) as set forth by *Lenzing* on a case by case basis. In case the License comprises several trademarks of *Lenzing*, *Licensee* shall only be entitled to use a combination of such trademarks as depicted in the *Lenzing Branding* Guidelines.
- Licensee shall not be authorized to grant any sub-licenses or to hand-over/transfer any Lenzing Marketing Material to third parties without prior consent of Lenzing.
- The Lenzing Marketing Material may be reproduced by the Licensee and used by the Licensee on/in the Licensee Material, but shall never be amended by the Licensee. The Licensee Material and any use of the Brand beyond this Agreement requires prior written approval by Lenzing. Licensee shall, in exercising its rights under this Agreement, comply with all applicable laws, regulations and codes of practice and Licensee shall promptly provide Lenzing with copies of all communications with any regulatory, industry or other authority, relating to the Brand, the Lenzing Marketing Material and the Branded Offer.
- The Licensee shall provide Lenzing with details of any complaints it has received relating to the Brand, the Branded Offer and the Lenzing Marketing Material together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by Lenzing in respect thereof.

3 Rights and Duties

3.1 Lenzing is the sole owner of the Brands and the Lenzing Marketing Material as well as any goodwill associated therewith. Licensee hereby acknowledges that Lenzing has valuable rights in and to the Brand, the Branded Offer and the Lenzing Marketing Material. Nothing in this Agreement shall be construed as granting to Licensee any ownership rights in or to the Brand, the Branded Offer and the Lenzing Marketing Material. Except as explicitly set forth in this Agreement, nothing herein shall be construed as assigning, transferring or granting any right, title or interest in the Brand, the Branded Offer and the Lenzing Marketing Material or any Lenzing sign / symbol (whether registered or not).

LCM-11391 Page 2 of 8



Licensee shall not obtain any right, title or interest in the Brand, the Branded Offer and the Lenzing Marketing Material other than as expressly set out herein. All benefits of Licensee's use of the Brand, the Branded Offer and the Lenzing Marketing Material, including but not limited to any goodwill derived from Licensee's use of the Brand, the Branded Offer and/or the Lenzing Marketing Material, even if such use is beyond the scope of this Agreement, shall inure to the sole benefit of Lenzing. In case the Licensee acquires any goodwill and/or rights whatsoever with respect to the Brand, the Branded Offer and the Lenzing Marketing Material triggered by its use, the Licensee shall promptly on request assign any such rights and goodwill to Lenzing without being entitled to any remuneration whatsoever on terms reasonably required by Lenzing.

- 3.2 Licensee shall not use the Brand, the Branded Offer and the Lenzing Marketing Material as any sort of seal of quality or seal of approval or create any impression that the Brand, the Branded Offer and the Lenzing Marketing Material would constitute any sort of seal of quality or seal of approval and Licensee shall by no means create the impression that Lenzing would be the producer of Licensee's products or Licensee's products being used in relation to the Brand, the Branded Offer and the Lenzing Marketing Material. The Brand, the Branded Offer and the Lenzing Marketing Material shall not be used in substitution for the name of Lenzing or any affiliated company of Lenzing, nor may it be used in any matter which implies that Licensee is an affiliated company of Lenzing or which otherwise misrepresents the nature of Licensee's business relationship with Lenzing or any affiliated company of Lenzing. Further, Licensee may not use the Brand, the Branded Offer and the Lenzing Marketing Material separately or in spatial connection with any other brand so as to raise the impression that there is a connection between Lenzing and Licensee's products (other than the Marketing License) or any third party other than that the Licensee promotes Lenzing's products and services or products manufactured using Lenzing fibers.
- 3.3 Licensee hereby covenants, warrants, and agrees that: (i) it will not misuse or bring into disrepute the Brand, the Branded Offer and the Lenzing Marketing Material or Lenzing; (ii) it will not use, except as permitted herein, the Brand, the Branded Offer and the Lenzing Marketing Material or any other trade name or trademark so as to cause a likelihood of confusion, deception or mistake with the Brand, the Branded Offer and the Lenzing Marketing Material or Lenzing; (iii) it will not create any expenses chargeable to Lenzing without the prior written consent of Lenzing; (iv) it will comply with all applicable laws and regulations relating to its display and use of the Brand, the Branded Offer and the Lenzing Marketing Material and the Claims; (v) it will not register any domain name that incorporates in whole or in part any of the Brands or any word that is confusingly similar to any of the Brands; and (vi) it will comply with all applicable laws and regulations (including, for example, the respective textile labeling laws and regulations), and obtain all appropriate government approvals, pertaining to the sale, distribution, and promotion of its products.
- Whenever Licensee uses any of the Brand, the Branded Offer and the Lenzing Marketing Material, Licensee hereby further covenants, warrants, and agrees that it will comply with any value propositions of Lenzing in connection with the high profile and the sustainability of Lenzing's products and of the Brand. Licensee shall recognize any statements of Lenzing in this context and shall respect and consider them in connection with the use of the Brand, the Branded Offer and the Lenzing Marketing Material in accordance with this Agreement. Licensee shall refrain from any use of the Brand, the Branded Offer and the Lenzing Marketing Material that in Lenzing's sole discretion could be detrimental to the reputation of Lenzing or its products or their goodwill. Licensee shall solely be responsible for any use of the Brand, the Branded Offer and the Lenzing Marketing Material in any marketing claim and for the compliance of such marketing claim with applicable laws; Lenzing does not assume any liability whatsoever in this context.
- 3.5 Licensee shall provide Lenzing with proof of the proper use of the respective Brand, the Branded Offer and the Lenzing Marketing Material (i) without awaiting Lenzing's request, as of the first time of each individual use of the Brand, the Branded Offer and the Lenzing Marketing Material by Licensee, the affiliated companies of Licensee and (ii) thereafter, upon Lenzing's reasonable request. Unless otherwise mutually agreed on a case by case basis, such proof of use can be appropriate documents (including invoices) or Licensee's Materials, etc. Licensee shall be obliged to keep such proper evidence stored with the Licensee for a period of at least seven years from the commencement of the license granted and provide Lenzing with respective proof of the proper use of the Brand, the Branded Offer and the Lenzing Marketing Material also after the expiry of the license granted hereunder.



- During the *Period*, *Licensee* shall not directly or indirectly register or have registered any of the *Brands* or trademarks, trade names, trade dresses, branded offers or designs confusingly similar thereto in any form whatsoever and wherever. In case of breach of the foregoing, *Licensee* agrees, at *Licensee*'s expense and at *Lenzing*'s request, to immediately terminate the unauthorized registration activity and to execute and deliver, or cause to be delivered, promptly to *Lenzing* such assignments and other documents as *Lenzing* may require to transfer to *Lenzing* all rights to the registrations or applications involved. The foregoing obligation to transfer such rights shall survive termination or expiration of this *Agreement*. The *Licensee* shall further notify *Lenzing* immediately if *Licensee* gains knowledge of any attempt to have the *Brands* or confusingly similar signs registered or protected in any manner anywhere. Should *Licensee* refuse to enter into any necessary assignment agreement in this regard, *Lenzing* may seek injunction and judicial enforcement of this clause.
- 3.7 Licensee hereby further covenants, warrants, and agrees that it will not, directly or indirectly, contest Lenzing's ownership in or validity of the Brands, either during the Period or to the fullest extent allowed by law, at any time thereafter, nor voluntarily assist in any action taken by any third party, an object of which action is to contest such ownership or validity, nor take any action with the specific intention of prejudicing the rights of Lenzing in the Brands.
- During the *Period*, *Lenzing* shall be entitled to use the name of *Licensee* (including *Licensee*'s trademarks, brands, trade names and logos) royalty-free as a reference in *Lenzing*'s or its affiliated companies' own marketing materials and advertising online and offline, including but not limited to their internet appearance and their participation in fairs and exhibitions.
- 3.9 For written forms of use of the *Brands*, unless otherwise determined by *Lenzing*, *Licensee* undertakes and warrants to attach a trademark notice in English or in *Licensee*'s reasonable discretion, in a competent translation into the local language stating the following: "[Trademark]™ is a trademark of *Lenzing* AG". *Lenzing* may direct *Licensee* to use alternative notices (such as, for example, use of the ® symbol where appropriate). Further, for written forms of use of the *Branded Offer* and of the *Lenzing Marketing Material*, unless otherwise determined by *Lenzing*, *Licensee* undertakes and warrants to attach a copyright notice in English or in *Licensee*'s reasonable discretion, in a competent translation into the local language stating the following: "© Copyright *Lenzing* AG". The respective notices may also be attached in fine print that is still readable, however, not on the underside of the means of presentation or packaging and not twisted in relation to the principal trademark and/or *Brand*.
- 3.10 Licensee shall inform Lenzing in written form about a change of control of Licensee or Licensee's affiliated companies. Change of control means consummation of any of the following, in one transaction or a series of related transactions: (i) the sale, transfer, assignment or other disposition (including by merger or consolidation) of more than 50% of the voting power represented by the then outstanding securities of Licensee or an affiliated company of Licensee, (ii) the sale or other disposition of substantially all the assets of the Licensee or an affiliated company of Licensee, or (iii) the liquidation or dissolution of the Licensee or an affiliated company of Licensee.
- 3.11 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.
- Warranties, Liabilities and Indemnification SINCE THE BRANDS AND LICENSE FOR THE USE OF THE LENZING MARKETING MATERIAL AND THE BRANDED OFFER AS WELL AS THE CLAIMS ARE ROYALTY-FREE, LENZING ASSUMES NO WARRANTY WHATSOEVER WITH REGARD TO THE BRANDS AND THE LENZING MARKETING MATERIAL AND THE BRANDED OFFER AS WELL AS THE CLAIMS. LENZING HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BRANDS AND THE LENZING MARKETING MATERIAL AND THE BRANDED OFFER AS WELL AS THE CLAIMS, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR LOCAL LAWS.

LCM-11391 Page 4 of 8



- 4.2 LENZING SHALL ONLY BE LIABLE FOR DAMAGES CAUSED BY LENZING'S GROSS NEGLIGENCE OR WILLFUL INTENT. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LENZING BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE BRANDS AND THE LENZING MARKETING MATERIAL AND THE BRANDED OFFER AS WELL AS THE CLAIMS HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), EVEN IF LENZING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.3 To the extent not otherwise prohibited by law, *Licensee* shall indemnify, defend and hold harmless *Lenzing*, its affiliated companies, and their respective officers, directors, employees, agents, successors and assigns from and against any loss, claim, injury or liability whatsoever (including, but not limited to, out of product liability cases) (i) resulting from the usage of the *Brand*, the *Branded Offer* and the *Lenzing Marketing Material* by *Licensee*, (ii) *Licensee*'s breach of any of the obligations under this *Agreement*, the *Lenzing Branding Guidelines* or any applicable laws or violation of any third party rights or (iii) the usage of *Licensee*'s name, brands, logos or the marketing or sale of *Licensee*'s products. Such indemnification shall include in particular, but shall not be limited to, any direct or indirect loss, liability, direct, consequential or incidental damage, cost or expense, including reasonable attorneys' fees, or any other damages arising out of or in connection with any claim, action or proceeding brought or threatened against *Lenzing* and/or any of its affiliated companies.

5 Term

- 5.1. This *Agreement* shall commence on the *Effective Date* and shall continue, unless terminated earlier in accordance with this clause 5 until the *Termination Date* when it shall expire automatically without notice.
- 5.2. Lenzing shall have the right to terminate this Agreement on giving the Licensee not less than 2 (two) months' written notice of termination.
- 5.3. Without affecting any other right or remedy available to it, the *Lenzing* may terminate this *Agreement* with immediate effect by giving written notice to the *Licensee* if:
 - (a) any breach by Licensee of its obligations under this *Agreement* and/or the *Lenzing Branding Guidelines*;
 - (b) any use by *Licensee* of the *Brand* outside of the scope of the license under this *Agreement*, especially the use of *Brand* on products;
 - (c) any act or behavior of *Licensee* which in *Lenzing's* reasonable discretion is detrimental to the reputation of *Lenzing* or to the reputation or goodwill of any of the *Brands* or
 - (d) Licensee undergoes a change of control as described in Clause 3.10 above, unless its successor-in-interest commits in writing to comply with this Agreement, and the Lenzing Branding Guidelines, and Lenzing agrees in is sole discretion.
- 5.4. For the purposes of this clause 5, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit, which the terminating party would otherwise derive from a substantial portion of this *Agreement*.

6 Consequences of Termination

- 6.1. On expiry or termination of this *Agreement* for any reason and subject to any express provisions set out elsewhere in this *Agreement*:
 - (a) all rights and licences granted pursuant to this Agreement shall cease;
 - (b) the *Licensee* shall cease to make any use of the *Brand*, the *Branded Offer* and the *Lenzing Marketing Material* as set out in this clause;



- (c) the *Licensee* shall return promptly to *Lenzing* at the *Licensee*'s expense the *Lenzing Marketing Material* in *Licensee's* possession, in particular all records and copies of any information of a confidential nature communicated to it by *Lenzing*, either preparatory to, or as a result of, this *Agreement*, to the extent such material remains confidential.
- 6.2. Any provision of this *Agreement* that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this *Agreement* shall remain in full force and effect.
- 6.3. Termination or expiry of this *Agreement* shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this *Agreement*, which existed at or before the date of termination or expiry.

7 Governing Law and Jurisdiction

- 7.1 This Agreement and any contractual or non-contractual obligations arising out of or in connection with them shall be governed by and shall be construed in accordance with the Laws of Austria without regard to any conflict of Law rules under Austrian private international Law.
- 7.2 The parties shall attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement. All disputes, controversies or claims arising out of or in connection with this Agreement which cannot be amicably resolved, including the issue of their valid conclusion and their pre- and post-contractual effects, are exclusively decided either by the competent court for the district where Lenzing has his registered seat, or, alternatively and at the sole discretion of Lenzing, by the competent court for the district of Licensee's registered seat, establishment or assets. Notwithstanding the foregoing provisions, Lenzing may request any judicial authority or other authority in any country to order any provisional or conservatory measures including but not limited to pre-award attachment, injunction or similar remedy for the preservation of Lenzing's rights and interests.
- 7.3 In case of breach of this *Agreement*, the breaching party shall be responsible for all reasonable attorney fees incurred by the non-breaching party. Any breach of any provision of this *Agreement* by the *Licensee* shall result in irreparable harm to *Lenzing*, shall be immediately actionable by *Lenzing*, and such breach shall subject the *Licensee* to any and all applicable legal and equitable remedies, including, but not limited to, injunctive relief and damages for its breach, and an award of damages and attorney fees.

8 Miscellaneous

- 8.1 The *Licensee* shall keep its contact information (in particular but not limited to the information for electronic contacts) updated at all times and shall inform *Lenzing* of any changes with respect to this information without any delay. Should *Licensee* fail to update the information, any notifications of *Lenzing* sent to an incorrect or no longer valid contact information shall nevertheless be regarded as received by the *Licensee* and shall be binding for the *Licensee*.
- 8.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and understandings on this matter, whether written or oral. This Agreement cannot be amended except by a writing that is executed by duly authorized representatives of both parties.
- In the event that any provision of this *Agreement* is held invalid or unenforceable for any reason by a competent judicial authority, such provision or part thereof shall be considered separate from the remaining provisions of this *Agreement*, which remaining provisions shall remain in full force and effect. Such invalid or unenforceable provision shall be deemed revised to effect, to the fullest extent permitted by law, the intent of the parties as set forth herein.
- 8.4 Nothing in this *Agreement* shall be construed to place the parties in a relationship of partners, joint venturers, principal and agent, employer and employee, or master and servant. No right or license

LCM-11391 Page 6 of 8



granted hereunder shall in any manner be construed as the creation or designation of one party as the representative or agent of any of the others.

8.5 Unless otherwise provided for, notices under this *Agreement* shall be in writing, and delivered to the other party via courier service, certified mail, or electronic mail, to the address as set out in the beginning of this Agreement. Notice shall be deemed given upon receipt by the notified party.

Signature Page follows



The below signatories expressly confirm to be authorized to make legally binding declarations of the respective party.

CAMPI BISEN210 FI - ITALY on 19 DEC 2018	Lewny on 8/1/2019
MARCO BENESPERI	Cha a
Seallob:) A MINISTRATORE DELEGATO [] Ouco Benjani	Lenzing Aktiengesellschaft
, on	Lenay, on 8/1/2019
<u>v</u>	1 D. d. (V).
Seal/Job:	Lenzing Aktiengesellschaft