

## LEGAL REPRESENTATION AGREEMENT

Between:

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Hereafter "**The Client**";

And:

**BIORIUS sprl**, with registered offices at Rue René Descartes 2, 7000 MONS, Belgium and represented by Rudi LAURENT, Vice-President;

Hereafter "**BIORIUS**";

WHEREAS Council Directive 76/768/EEC of 27 July 1976 on the approximation of the laws of the Member States relating to cosmetic products, as amended, (hereafter "Cosmetics Directive") is applicable to sales of cosmetics in the EU;

WHEREAS the Cosmetics Directive was transposed into Belgian law by the Royal Decree of 15 October 1997 on Cosmetics, as amended;

WHEREAS the Royal Decree of 15 October 1997 concerning cosmetics, as amended, provides the conditions for putting cosmetics on the EU market in Belgium;

WHEREAS the Client is a non-EU based company that wishes to export cosmetics to the EU market;

WHEREAS the Royal Decree of 15 October 1997 concerning cosmetics, as amended, provides that the name and the address of a person responsible for cosmetics put on the EU market in Belgium must be notified to the competent Belgian authorities, that the name and address of this responsible person must be mentioned on the labels of the products concerned and that the responsible person must be established in an EU Member State;

WHEREAS BIORIUS shall assume the responsibilities of the "responsible person" for the placing on the EU market of cosmetic products sold by the Client;

WHEREAS BIORIUS has proper insurance for liabilities and responsibilities incurred for placing such cosmetic products on the EU market;

WHEREAS BIORIUS shall ensure that all files, product notifications and product placement for cosmetic products covered by the Agreement, shall be entirely coordinated by BIORIUS in the EU;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as

follows:

## 1. Scope of the Agreement

BIORIUS assumes the responsibilities of the "responsible person", as defined in the Royal Decree of 15 October 1997 concerning cosmetics, as amended ("The Royal Decree"), for exports of cosmetic products to the EU by the Client.

## 2. Obligations of the Client

The Client shall comply with the following obligations:

- a. The cosmetics put on the European Union market by the Client shall comply with all applicable European Union and Belgian legislation (including guidelines issued by the competent European Union and Belgian competent authorities), in particular with regard - but not limited - to the quality, the composition and the labeling of the products concerned, the product information files, including the safety assessments of the products.
- b. The Client shall retain all responsibility for providing BIORIUS with all up-to-date product information regarding each cosmetic for which the Client wishes to have BIORIUS serve as the responsible company in the EU (including -but not limited to- undesirable effects on human health resulting from the use of those products).
- c. The Client shall indemnify BIORIUS against any and all liabilities and expenses incurred by BIORIUS in the performance of services to carry out the Agreement. BIORIUS shall inform the Client when liabilities expenses are incurred in advance.
- d. The Client shall be insured for product liability in the EU market.
- e. The Client shall cooperate with BIORIUS in carrying out the obligations imposed on BIORIUS by the Agreement and applicable legislation.
- f. The Client shall promptly provide BIORIUS with any information BIORIUS reasonably requires for carrying out BIORIUS' legal obligations.
- g. The Client shall have no claim against BIORIUS for any cosmetics for which BIORIUS is not serving as the responsible company.
- h. The Client shall indicate the responsible company in the EU on the labels of cosmetics covered by the Agreement with the following statement:

*Line 1* **"BIORIUS sprl, 2 rue René Descartes, B-7000 Mons, Belgium"**

*Line 2* **"Company, City, State, ZIP, USA"**

If the Client mentions the name of a distributor in a particular EU country, it shall do so with the following statement:

*Line 3* **"Distributed in (name of the EU country concerned) by (name of the distributor, postal code, city, country)"**

i. The Client shall provide all required information to enable BIORIUS to complete a notification form required by the applicable Belgian legislation. The Client shall pay all notification fees to BIORIUS.

j. If the Client concludes an agreement with a third party in order to distribute cosmetics covered by the Agreement in one or more EU countries, the Client shall notify BIORIUS of its existence and term, and ensure that the third party concerned:

- puts in place and maintains a system that directs consumers of cosmetic products distributed in the country concerned or healthcare professionals to report undesirable effects on human health resulting from the use of those products to the third party; and
- informs the Client without delay about any undesirable effect on human health resulting from the use of those products reported to the third party by consumers of those products or healthcare professionals.

BIORIUS shall only assume the responsibilities covered by the Agreement, once the Client has demonstrated it is validly insured for product liability in the EU market. For each concerned cosmetic product and upon receipt of all compliant documents and payment, the Client will receive an official BIORIUS document signed that allows him to use BIORIUS name and address on the label.

### 3. Obligations of BIORIUS

BIORIUS shall keep information concerning cosmetics exported to the EU by the Client, including product information files, at the address mentioned readily accessible to the Competent Authorities of the EU Member States concerned.

BIORIUS assumes responsibility for complying with the obligations imposed on the "responsible person" as defined in the Royal Decree; these obligations include, but are not limited to:

- a. the notifications to the Belgian Competent Authority with regard to the products put on the European Union market pursuant to the Royal Decree, Article 2, 1° (including the payment of all notification fees as required by the applicable Belgian legislation); BIORIUS shall notify the Competent Authority about any change to the information notified previously to the Competent Authority;
- b. the notifications to the Belgian National Centre for Prevention and Treatment of Intoxications ("Centre Antipoison") with regard to the products put on the European Union market pursuant to the Royal Decree, Article 2, 5°;
- c. Making accessible to the public in line with the Royal Decree, Article 2, 6° and the Ministerial Decree implementing this provision:
  - (1) the information concerning the qualitative and quantitative composition of the cosmetic products put on the European Union market by the Client
  - (2) the data, existing or collected by BIORIUS, regarding undesirable effects on human health resulting from the use of these products;

Notwithstanding the foregoing, the quantitative information required under (1) to be made publicly accessible shall be limited to dangerous substances covered by the Royal Decree of 24 May 1982 concerning the marketing of substances that may be dangerous for humans or the environment.

d. Cooperating with competent authorities in the event they require specific actions to be taken;

e. BIORIUS shall permit the Client to indicate the following information with respect to the "EU responsible company" on labels of cosmetic products covered by the Agreement for purposes of enabling the Designated Companies to comply

with the Royal Decree of 15 October 1997 concerning cosmetics, as amended:

*Line 1* " BIORIUS sprl, 2 rue René Descartes, B-7000 Mons, Belgium"

*Line 2* " "Company, City, State, ZIP, USA" "

f. BIORIUS shall forthwith inform the Client of any information it obtains that the competent Belgian or EU authority questions any information regarding the Client, or that it suspects non-compliance of a cosmetic covered by the Agreement with EU or Belgian legislation.

g. BIORIUS shall monitor the evolution of EU and Belgian legislation, which may affect the Agreement, and inform the Client thereof.

#### 4. Contact person

The contact person at BIORIUS for purposes of the Agreement is Sophie Noiset (sophie@biorius.com). If Sophie Noiset is no longer available, BIORIUS shall promptly designate another contact person and inform the Client about this person's name and contact details.

The contact person at the Client is \_\_\_\_\_. If is no longer available, the Client shall promptly designate another contact person and inform BIORIUS about this person's name and contact details.

#### 5. Remuneration for legal representation

Except as specifically provided to the contrary, the Client shall pay BIORIUS for the services as detailed in the attached price list or in the quotes drafted by BIORIUS for the Client.

Payment of notification process for additional contracted PIP support shall be 50% at initial request for each product and 50% when notification forms are sent to Belgian authorities. Annual fees shall be payable on a yearly basis.

Other services are quoted separately (see attached dated price list).

#### 6. Confidentiality and data protection

Parties may disclose to each other and accept information under this Agreement which the disclosing party shall deem proprietary. The parties agree that, without the explicit consent in writing of the disclosing party, the receiving party shall at no time and under no circumstances disclose any information it receives from the disclosing party that is marked PROPRIETARY, CONFIDENTIAL or SECRET to any other person, firm or corporation or use it for its own benefit except as provided in the Agreement, and shall use the same degree of care to avoid disclosure or use of such information as the receiving party employs with respect to its own proprietary information of like importance.

BIORIUS shall hold confidential any proprietary information it receives from the Client, except to the extent that disclosure is required to comply with EU and Belgian law or the Client has granted prior, written authorization to disclose such information.

BIORIUS shall treat all information in full compliance with Belgian data protection legislation.

BIORIUS shall dispose of all the confidential information or return to the Client when the Agreement is terminated.

## 7. Duration and termination of this agreement

The Agreement will be governed and construed under the Laws of Belgium. It shall commence as of \_\_\_\_\_.

Either BIORIUS or the Client may unilaterally terminate the Agreement at each anniversary of entry into force of the Agreement, provided that it gives at least six months' prior written notice to the other.

BIORIUS may unilaterally terminate the Agreement at any time, if the Client fails to pay any amounts owed to BIORIUS within one month after having received notice from BIORIUS that such amounts have become due.

Both the Client and BIORIUS may unilaterally and without prior notice terminate the Agreement for breach of contract by the other party.

In case of termination of the contract for any reason whatsoever, BIORIUS shall notify the Belgian competent authorities of the termination and shall forward any request for information regarding the Client to whatever forwarding address that the Client has provided.

Done in Mons, on the \_\_\_\_\_ in duplicate, each party acknowledging receipt of one copy.

THE CLIENT

BIORIUS SPRL

Rudi LAURENT  
Vice-President