

TRADEMARK/COPYRIGHT LICENSE AGREEMENT
Teflon™ fabric protector, Teflon™ Eco finish & Teflon EcoElite™ finish– Brands

This TRADEMARK/COPYRIGHT LICENSE AGREEMENT (“Agreement”) made this 13th day of March, 2020, (“Effective Date”) between THE CHEMOURS COMPANY FC, LLC, a company of the State of Delaware, U.S.A., with its principal place of business at 1007 Market Street, Wilmington, DE, 19899, U.S.A. (“LICENSOR”), and Slots nv, a corporation organized and existing under the laws of Vichte, Belgium with its principal place of business at olekenbosstraat 27, 8570 Vichte, Belgium, (“LICENSEE”).

In consideration of the mutual rights and obligations of the parties herein, LICENSOR and LICENSEE agree to the following trademark/copyright licensing terms and conditions:

1. **GRANTS:** Subject to the rights, obligations, restrictions and limitations in this Agreement, LICENSOR hereby grants LICENSEE a nontransferable, non-assignable, revocable right, without the right to sublicense, to use the Trademarks/Copyrights under this Agreement, including the Conditions set forth in Exhibit A. The right granted to LICENSEE is non-exclusive except for the Exclusive Rights, if any, set forth in Exhibit A. All rights not specifically granted to LICENSEE are reserved to LICENSOR. All use of the Trademarks/Copyrights shall inure to the benefit of LICENSOR. LICENSEE shall comply with the Trademark Use Rules in Exhibit B and any additional rules and execute any agreements or assurances required to perfect the rights hereunder.
 - A. **Acknowledgment:** LICENSEE hereby acknowledges the validity of the Trademarks/Copyrights and LICENSOR’s exclusive right, title and interest in and to the Trademarks/Copyrights and the goodwill imparted by the Trademarks/Copyrights. LICENSEE shall not do or permit anything that prejudices, infringes or impairs the rights of LICENSOR with respect to the Trademarks/Copyrights and shall assist LICENSOR in taking all appropriate measures for the protection of the Trademarks/Copyrights.
2. **ROYALTY:** The rights granted in Section 1 are royalty-free.
3. **STANDARDS AND INSPECTION:** LICENSEE shall ensure that all Licensed Products are in compliance with and meet all applicable governmental and industry laws, rules, regulations, standards and guidelines as well as the LICENSOR standards set forth in Exhibit C and elsewhere in this Agreement. LICENSOR reserves the right to specify all aspects of use of the Trademarks/Copyrights and inspect any advertising material, Licensed Products and/or LICENSEE’s production facilities and records.
4. **INFRINGEMENT:** LICENSEE shall promptly notify LICENSOR in writing of any manufacture, distribution, sale or advertisement of any product or service that may constitute an infringement or unauthorized use of the Trademarks/Copyrights. LICENSOR shall have the sole right to determine the appropriate action for any infringement or unauthorized use of the Trademarks/Copyrights. LICENSEE shall provide LICENSOR with such reasonable assistance as LICENSOR may require in obtaining protection of any rights to the Trademarks/Copyrights at no expense to LICENSOR including, but not limited to, any information required for litigation purposes. LICENSEE shall not have any rights or claims against LICENSOR for damages or other result arising from any determination by LICENSOR to act or not to act with respect to any alleged infringement or unauthorized use by others, and any such determination by LICENSOR shall not affect the validity or enforceability of this Agreement. Any damages and/or settlements recovered arising from any action or proceeding shall belong exclusively to LICENSOR.
5. **TERM AND TERMINATION:** Unless otherwise terminated or cancelled as provided herein, this Agreement shall have the Term that is defined and set forth in Exhibit A. Either party can terminate upon sixty (60) days prior written notice or in the event of a breach. Upon the termination, expiration or cancellation of this Agreement, LICENSEE shall immediately discontinue all use of the Trademarks/Copyrights.

Unless prohibited or otherwise restricted by LICENSOR as of the date of cancellation or termination of this Agreement, for the Sell-Off Period that is defined and set forth in Exhibit A, LICENSEE, in accordance with the relevant terms of this Agreement, may sell-off and deliver Licensed Products that are on-hand at time of such expiration (“Sell-Off”).

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6. **GENERAL:**

- A. **Choice of Law:** This Agreement is acknowledged to have been made in and shall be construed in accordance with the laws of the State of Delaware, United States of America, except for its choice of law requirements. Any actions under this Agreement shall be brought only in the state and federal courts in Wilmington, Delaware, United States of America. LICENSEE hereby submits to the jurisdiction of such courts.
- B. **Damages:** The rights and remedies granted under this Agreement shall not be exclusive but shall be in addition to all other rights and remedies available to LICENSOR at law or in equity, including, but not limited to, claims for breach of contract, except that both parties agree that in no event shall either party be liable to the other for any indirect, special or consequential damages or lost profits as a result of a breach of any provision of this Agreement. LICENSOR will only be responsible for bodily injury or property damage that results from the negligent acts or omission of LICENSOR, its employees, agents, or officers in conjunction with this Agreement.
- C. **Confidentiality:** Each party ("Receiving Party") may obtain information about the other party's business and technology that the other party ("Disclosing Party") considers to be confidential. In order to promote the free exchange of information, each party agrees to maintain the information that it receives from the other party in confidence and not disclose it to any third party for five (5) years after the expiration, termination or cancellation of this Agreement. This obligation of confidentiality, however, shall not apply to information that: (i.) is known to the public at the time of its disclosure or becomes known to the public after the disclosure through no fault of the Receiving Party; (ii.) the Receiving Party can show was in its possession after the time of the disclosure from a third party not under an obligation of secrecy to the Disclosing Party; (iii.) is necessarily disclosed to a third party pursuant to the commercial sale of Licensed Products; or (v.) is required to be disclosed by law.
- D. **Disclaimer:** Notwithstanding any other provision of this Agreement to the contrary, ALL GRANTS IN THIS AGREEMENT, INCLUDING THE GRANT OF TRADEMARKS/COPYRIGHTS, ARE MADE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE AND ARE BEING GRANTED "AS IS."
- E. **Insurance:** Insurance Requirements are set forth in Exhibit A.
- F. **Assignment:** This Agreement may be assigned by LICENSOR, in whole or in part, upon thirty (30) days advance written notice. Neither this Agreement nor the rights or obligations herein can be assigned or transferred by LICENSEE, in whole or in part, voluntarily or involuntarily or by operation of law (including by any merger, consolidation, change of ownership or control or other means) without the prior written consent of LICENSOR. All provisions of this Agreement, to the extent necessary to interpret the rights and obligations of the Parties prior to the End of the Agreement, and/or enforce same and to Sell-Off remaining inventory as may be permitted herein, shall survive expiration, cancellation or termination of this Agreement. Nothing in this Agreement shall be construed to (i) make LICENSEE an agent or partner with LICENSOR, or (ii) to permit LICENSEE to bind LICENSOR in any manner. If requested by LICENSOR, LICENSEE shall cooperate to register this Agreement with relevant governmental authorities.
- G. **Complete Contract:** This Agreement, including the attached Exhibits, which are incorporated herein by reference and form part of this Agreement, contain the entire contract and understanding between the parties regarding the subject matter. This Agreement supersedes all previous documents. No modification shall be binding unless it is in writing and signed by the parties. This Agreement may be executed in one or more counterparts all of which shall constitute a fully executed agreement and each of which shall constitute the fully binding act of the party signing. When used in this Agreement, capitalized terms shall have the meanings therein stated, and any undefined capitalized terms shall have the meanings ascribed to them in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate by their duly authorized representatives as of the Effective Date.

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EXHIBIT A
DEFINITIONS

1. "Trademarks/Copyrights" means:

Teflon™ fabric protector, for textiles treated with PHOBOL® CP based on Capstone™ product (short-chain) that meet Exhibit C Licensor Standards

- a) Trademark 1 - the word mark TEFLON™ to be used in text copy followed by its generic or product identifier name "fabric protector" or "finishes" and;
- b) Trademark 2- the Teflon™ fabric protector diamond logo and approved benefit specific logos



Teflon™ Eco finish, for textiles treated with Zelan™ with $\geq 25\%$ and $< 50\%$ biobased content and that meet Exhibit C Licensor Standards

- a) Trademark 1 - the word mark Teflon™ Eco to be used in text copy followed by its generic or product identifier name "renewably sourced finish" or "finish"
- b) Trademark 2- the Teflon™ Eco logo



Teflon EcoElite™ finish, for textiles treated with Zelan™ with $\geq 50\%$ biobased content and that meet Exhibit C Licensor Standards

- a) Trademark 1 - the word mark Teflon EcoElite™ to be used in text copy followed by its generic or product identifier name "renewably sourced finish" or "finish" and;
- b) Trademark 2- the Teflon EcoElite™ renewably sourced finish diamond logo



LICENSOR reserves the right to modify Trademarks/Copyrights at any time. LICENSOR will provide advanced written notice to LICENSEE in the case of modification of the Trademarks/Copyrights.

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THE CHEMOURS COMPANY FC, LLC

Slots nv

LICENSOR
By: Lisa P Hardy
Printed Name: Lisa P Hardy
Title: Teflon™ brand manager

LICENSEE
By: Johan SCOTS
Printed Name: SCOTS NV
Title: CEO



17-3-2020



“Territory” means:

For the Teflon™ brand for fabric protectors, finishes the countries of **ALL - EUROPE, MIDDLE-EAST & AFRICA,**

EUROPE REGION: Albania, Austria, Azerbaijan, Bosnia-Herzegovina, Belgium, Bulgaria, Cyprus, Czech Republic, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Kosovo, Kyrgyzstan, Macedonia, Malta, Mauritius, Moldova, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tajikistan, United Kingdom and Ukraine.

AFRICA & MIDDLE EAST: Armenia, Bahrain, Israel, Lebanon, Jordan, Oman, Kenya, Kuwait, Qatar, Saudi Arabia, Tunisia, Turkey, United Arab Emirates and the countries of the African region limited to Algeria, Egypt, and South Africa.

For the Teflon EcoElite™ brand for textile finishes the countries of US, China, Japan, Korea, the UK and the EU, which current include the following; Austria, Benelux (Belgium, Netherlands and Luxemburg), Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

Any extension of “Territory” to another country or region requires a written amendment to this Agreement signed by both parties. The definition of “Territory” may not include countries where the U.S. has embargoes or trade restrictions.

3. “Insurance” means: There will be no Insurance Requirements as part of this Agreement.
4. “Field of Use” means: Licensed Products to be sold to be used in the apparel, home and technical textile markets.
5. “Distribution Channels” means: direct distribution sales and retail channels used by LICENSEE.
6. “Licensed Products” means: Home Textiles made with fabric or fiber treated with CHEMOURS fabric protector sold under LICENSEE’s brand and where the Trademark/Copyright is not used predominantly but to highlight the ingredient or treatment offering.
7. “Conditions” means: The Territory, Field of Use, Distribution Channels, and Licensed Products defined and set forth in this Exhibit A, as well as the standards shown in Exhibit C.
8. “Affiliate” means: (1) any corporation owning or directly or indirectly controlling at least fifty percent (50%) of the stock normally entitled to vote for election of directors of a party; and (2) any corporation owned or directly or indirectly controlled by a party, or by a corporation defined by item (1) of this sentence, through ownership of at least fifty percent (50%) of stock normally entitled to vote for election of directors.
9. “Term” means: 3 years from the Effective Date unless otherwise terminated or cancelled as provided herein.
10. “Sell-Off Period” means: For a period of one hundred eighty (180) days following expiration, cancellation or termination of this Agreement, LICENSEE, in accordance with the relevant terms of this Agreement, may sell-off and deliver Licensed Products that are on-hand at time of such expiration.
11. “Notices” mean: For legal, marketing, branding and review of use of the Trademark regarding preapprovals of use of the Trademark in all printed and electronic media including but not limited to labels, TV ads, Internet sites, promotional material, product literature, hang tags, price lists and any other advertisements which LICENSEE in compliance to the enclosed Trademark Rules under Exhibit “B” submits for approval per Territory, to verify conformity of the referred Trademark Rules and to prove of the Trademark in commerce for maintenance of the Trademark. LICENSOR will have five (5) business days

to approve or object on the proposed uses of the Trademark. LICENSEE will send copies to LICENSOR by fax, e-mail and/or mail to the following individuals:

For LICENSOR:

Europe, Middle East, Africa
CHEMOURS International Operations Sàrl
Attention: Wilbert Broeksmit
2 Chemin du Pavillon, PO BOX 50
CH-1218 Le Grand Saconnex
Geneva, Switzerland
Email: Wilbert.Broeksmit-3@chemours.com

For Licensee:

Slots nv,
olekenbosstraat 27,
8570 Vichte
Belgium
Attn.: johan slots
Phone: +32 56 77 48 50
e-mail: johan@slots.be

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EXHIBIT B
TRADEMARK/COPYRIGHT USE RULES

1. LICENSOR has the right to pre-approve the use of any Trademarks and/or Copyrights on promotional materials, including but not limited to; letterhead, business cards, websites, advertisements, product literature.
2. Unless otherwise provided in this Agreement, Licensed Products cannot be private labeled with the Trademarks/Copyrights.
3. Trademarks/Copyrights may not be used in type larger than the LICENSEE's company name or logo.
4. The Trademarks/Copyrights shall not be used by LICENSEE on invoices or contracts. If applicable, invoices must depict the LICENSOR code number as sourced from LICENSOR at all times.
5. All use of the Trademarks/Copyrights with third parties, including customers, on all labeling, packaging, hang tags, advertising, literature, websites, sales and promotional materials must include the following appropriate license notice based on the Trademark/Copyright(s) used:

Teflon™ is a trademark of The Chemours Company FC, LLC used under license by Slots nv.

Or

Teflon EcoElite™ is a trademark of The Chemours Company FC, LLC used under license by Slots nv.

Or

Teflon™ and Teflon EcoElite™ are trademarks of The Chemours Company FC, LLC used under license by Slots nv.

Hang tags: Unless specifically set forth herein, this Agreement shall not grant or imply any sublicensing rights or fair use rights to reproduce the Trademarks/Copyrights on any promotional advertising outside the use of the hang tag on approved treated Licensed Products.

6. General Rules for Use of LICENSOR Trademarks:
 - A. Make the Trademarks distinctive from surrounding text, for example, by using all capital letters, bold, italics, one color, and/or initial capital letter(s).
 - B. Show the proper registration status immediately following the Trademarks, i.e. TEFLON™ fabric protector. Use the trademark notice ™ with registered, unregistered or applied-for trademarks. Use proper foreign registration symbols.
 - C. If Trademarks/Copyrights is a trademark, use an approved generic descriptor for the trademark at least once per page in all lower case letters. The generic descriptor is the common name for the category of goods offered under the trademark, i.e. fabric protector.
 - D. Never use the Trademarks as a generic name.
 - E. If Trademarks/Copyrights is a trademark, use the Trademark as adjectives not as a verb or noun. Trademarks are adjectives used to modify a generic descriptor. The word "brand" can also be used to strengthen recognition as a trademark.
 - F. Do not change the Trademarks/Copyrights in any way. The Trademarks/Copyrights must be used in the form set forth in this Agreement. Do not hyphenate trademarks, or split trademarks at the end of a line of text or use trademarks as a possessive or plural.
 - G. Use the Trademarks/Copyrights with Licensed Products only.
7. Use of a LICENSOR Trademarks/Copyrights in a domain name, e-mail address, URL or username for social media sites is prohibited, unless granted elsewhere. LICENSEES may use LICENSOR Trademarks/Copyrights in sponsored links or key words or on their websites, provided that the LICENSOR Trademark/Copyright Use Rules are observed.

EXHIBIT C
LICENSOR STANDARDS

For Teflon™ Textile Finishes

1. LICENSEE shall treat Licensed Products with LICENSOR product supplied only from a LICENSOR Licensed Mill certified to treat the Licensed Products with TEFLON™ textile finishes. The Licensed Mill must meet the performance specifications of LICENSOR to use the Trademarks/Copyrights. There will be no competitive fabric protection treatment applied to the Licensed Products.
2. To guarantee continued original source of supply from a LICENSOR Licensed Mill, the Licensed Mill must maintain its certification during the Term of the Agreement, and LICENSEE shall provide to LICENSOR a copy of the hang tag request form as submitted to LICENSOR, a copy of the certificate of the certified Mill used for the fabric treatment, and, if applicable, a template of any proposed self-created label hang tag for all Licensed Products made with the TEFLON™ textile finishes.
3. LICENSEE shall use only the LICENSOR hang tags if provided by LICENSOR during the Term of this Agreement or in the case of self-created hang tags or labels, as approved by LICENSOR. LICENSEE will use hang tags only on fiber, yarn or fabric of which the garments/article are made or treated with TEFLON™ textile finishes by a LICENSOR Licensed Mill using valid TEFLON™ textile finishes qualification treatments.
4. In the case LICENSEE desires to produce self-created labels or hang tags for treated garments, LICENSEE shall submit the proposed self-created labels or hang tag art work for approval to LICENSOR. LICENSEE must also verify original source of supply from a LICENSOR licensed Mill or garment/article manufacturer.

The foregoing requirements may be revised or supplemented at any time, at LICENSOR's sole discretion, upon written notice to LICENSEE.