

CONFIDENTIALITY AGREEMENT
(One-Way)

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is executed as of the Effective Date (as defined below) by the party listed below (“Receiving Party”):

Recitals

- A. CHURCH & DWIGHT CO., INC. together with its affiliates (collectively, “C&D”) is engaged in the business of developing, manufacturing and commercializing consumer and specialty products (the “C&D Business”).
- B. C&D and Receiving Party are interested in discussing and evaluating a possible business relationship in which Receiving Party may provide goods, technology and/or services to, or otherwise collaborate with, C&D in support of the C&D Business (“Purpose”).
- C. In order to facilitate the Purpose, Receiving Party may receive or have access to certain Confidential Information (as defined below) that is proprietary and valuable to C&D, and it is a pre-condition to Receiving Party receiving such Confidential Information that it sign and return this Agreement.

Agreement

- 1. Intending to be legally bound, in consideration for the receipt of such Confidential Information, Receiving Party hereby agrees as follows:
 - a. not to (i) disclose or reveal to any person or directly or indirectly use any of the Confidential Information or any results or information generated by Receiving Party using the Confidential Information other than and solely for the Purpose expressly set forth above, (ii) commercially or otherwise exploit any such Confidential Information without the prior written consent of C&D, and (iii) perform any tests or seek to determine or reverse engineer the composition, technology or other characteristics of any of the Confidential Information;
 - b. not to copy or reproduce in whole or in part any of the Confidential Information without the prior written consent of C&D;
 - c. to hold in strict confidence and to protect all Confidential Information from unauthorized use, dissemination or disclosure using the highest standard of care utilized by Receiving Party to protect its own similar information, and in no case less than a reasonable standard of care, and to restrict access to such Confidential Information only to those employees, directors, officers, affiliates, agents and contractors (“Authorized Representatives”) having a *bona fide* need to know such information in order to carry out the Purpose and who are subject to obligations no less strict than set forth in this Agreement;
 - d. to instruct its Authorized Representatives as to the confidentiality and non-use obligations set forth in this Agreement regarding the Confidential Information and to be responsible for any breach of any obligation set forth in this Agreement that is caused by any of them;
 - e. on C&D's written request, promptly return to C&D or destroy all Confidential Information; provided, however, that Receiving Party may retain copies of Confidential Information: (i) that are stored on Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof or (ii) as required by applicable law; and all such retained Confidential Information shall continue to be subject to all terms and conditions set forth herein;
 - f. not to file for any patent, copyright, trademark or other protective rights on any data, test results, processes, products or other information including, without limitation, any new intellectual property rights resulting from or generated by the evaluation or that otherwise utilizes or is based on Confidential Information without the prior written consent of C&D. In addition to any other remedies, if Receiving Party does apply for such protective rights in violation of the preceding sentence, C&D is hereby granted an automatic royalty free, fully paid, worldwide, perpetual, irrevocable, non-exclusive license, with the right to sublicense, under such protective rights, and Receiving Party will take and do all necessary actions to

transfer such protective rights to C&D (with the rights and obligations of this section surviving any expiration of this Agreement); and

g. not to register any internet name, internet site, domain name, social media site, social media user name ecommerce site, mobile commerce site (including interactive site and all successor mediums and selling or advertising venues that are accessed remotely or electronically) under, identified by, incorporating, or accessible via reference to any of C&D's brand name products or C&D's intellectual property (or any variation thereof) in any country or jurisdiction in the world. In the event that at the Effective Date, Receiving Party owns any internet name, internet site, domain name, social media site, social media user name, ecommerce site, mobile commerce site (including interactive site and all successor mediums and selling or advertising venues that are accessed remotely or electronically) under, identified by, incorporating, or accessible via reference to any of C&D's brand name products or C&D's intellectual property (or any variation thereof) which incorporates any or all of C&D's brand name products or C&D's intellectual property, Receiving Party agrees that all goodwill arising from the registration and use thereof shall accrue to C&D, and Receiving Party hereby assigns and transfers all its ownership, right, title and interest in the foregoing to C&D and agrees, at Receiving Party's cost, to take any action and sign any document C&D may reasonably request for use in obtaining or enforcing such rights (with the rights and obligations of this section surviving any expiration of this Agreement).

2. For purposes of this Agreement:

a. "Confidential Information" means any and all confidential information, know-how, technical information, data, inventions (whether patented or unpatented), technologies, samples and materials owned or controlled by C&D that C&D discloses to Receiving Party verbally or in writing, or that Receiving Party obtains (i) through observation, analysis or examination, by computer access or in any other manner, or (ii) from a representative or agent of C&D. Such Confidential Information may include, without limitation, any information or ideas regarding research or business plans, products, services, customer and supplier lists, operations, manufacturing processes, software, hardware, equipment, databases, discoveries, formulas, diagrams, drawings, graphs, blueprints, specifications, laboratory books, records, designs, analyses, test materials, compounds, computer programs in human or machine-readable code (including notes, spread-sheets and flow-charts), marketing, financial, manufacturing and other business data and projections (including, without limitation, operation costs, profit margins, raw materials, sales information, production and technology costs), unpublished documents, and the fact of C&D's consideration in effecting a possible business relationship with Receiving Party.

b. "person" shall be broadly interpreted to include without limitation any entity, corporation, partnership, venture, association, governmental agency or individual including, without limitation, any affiliate of Receiving Party.

3. Notwithstanding anything contained herein to the contrary, Confidential Information shall not include information which Receiving Party can demonstrate by documentation: (i) is already known to Receiving Party without restriction on use or disclosure prior to receipt of such information from C&D; (ii) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Receiving Party; (iii) is published or otherwise becomes available from a third party who has the right to disclose it through no fault of Receiving Party; or (iv) was independently developed by the Receiving Party without reference, use or incorporation of any of the Confidential Information.

4. If Receiving Party is required by law to disclose any Confidential Information, it must first give C&D prompt written notice thereof and permit C&D to exhaust all reasonable legal remedies to object to such disclosure and/or to maintain the Confidential Information in confidence prior to making the required disclosure. In the event that such remedy is not obtained, or C&D waives compliance with this Agreement, Receiving Party will furnish only that portion of the Confidential Information that is legally required.

5. Receiving Party acknowledges that: (i) all rights to the Confidential Information shall remain with C&D; (ii) C&D is making no representation or warranty as to the accuracy or completeness of any such Confidential Information; (iii) such Confidential Information is provided to Receiving Party "as is"; and (iv) C&D shall have

no liability to Receiving Party or any of its Authorized Representatives resulting from the use of the Confidential Information by Receiving Party or such Authorized Representatives.

6. Receiving Party understands that by receiving the Confidential Information, C&D is under no obligation to provide Receiving Party with access to any additional information, nor is C&D obligated to enter into any license, contract or other transaction as a result of the evaluation or discussions contemplated hereunder.

7. Receiving Party agrees that any breach of its obligations hereunder could cause C&D irreparable injury and that monetary damages may not be an adequate remedy for any such breach. In the event of a breach or threatened breach by Receiving Party of any of the confidentiality provisions of this Agreement, Receiving Party agrees that C&D may be entitled to injunctive relief in any court of competent jurisdiction restraining Receiving Party from breaching the terms hereof. Nothing herein shall be construed as prohibiting C&D from pursuing any other remedies available to it at law or in equity for any such breach, including specific performance or recovery of monetary damages. In addition to any other relief it may be awarded or entitled to, C&D shall be entitled to any reasonable attorneys' fees, court costs, interest and other costs reasonably incurred by C&D in any dispute, controversy or claim arising out of or relating to this Agreement or litigation or other action to enforce this Agreement.

8. Unless subject to a subsequent written agreement, any and all disclosures made to C&D by Receiving Party shall be considered non-confidential and may be used by C&D without restriction.

9. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the Confidential Information disclosed hereunder and supersedes any prior or contemporaneous oral agreements with respect to it; provided, that if the disclosure of Confidential Information is subject to a prior written agreement, such written agreement shall remain in effect pursuant to its terms.

10. No modifications made by Receiving Party to the terms of this Agreement will be valid unless specifically agreed to by an authorized representative of C&D in writing.

11. This Agreement shall be valid for a period of two (2) years after the Effective Date, provided, however, that all obligations with respect to Confidential Information hereunder shall survive for a period of five (5) years after the expiration of this Agreement, provided further that for any Confidential Information that is a trade secret all obligations hereunder shall survive until the later of five (5) years after the expiration of this Agreement or such time as it is no longer a trade secret under applicable law.

12. If any provisions of this Agreement are held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions of this Agreement and, to that extent, the provisions of this Agreement are intended to be and shall be deemed severable. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege hereunder.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to any conflict of laws principles.

14. Receiving Party may not assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of C&D; provided, that Receiving Party may assign the Agreement to a successor of all or substantially all of the assets of such party associated herewith through merger, reorganization, consolidation or acquisition. Any attempted assignment, transfer or delegation in violation of the foregoing is null and void.

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