

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is effective as of 30/07/2024, (the "**Effective Date**") and is entered into by and between:

Gnosis S.p.A ("**Licensor**"), a company incorporated under the laws of Italy, whose registered office is at Piazza Filippo Meda n. 3, 20121 Milano - Italy, registered in the Business Register of Milan under the number 10197170151, VAT n° 02484720129, and its Affiliates ("**Licensor**"), represented by the duly authorised signatory of this agreement,

And:

Heracles Nutrition Srl a company organized under the laws of Italy having a principal place of business at Via Costanzo Guglielmi N° 31, 00166 Roma – Italy, registered in the Business Register of Rome Under the number 1669131, VAT n° IT16671101000 ("**Licensee**"), represented by the duly authorised signatory of this agreement,

Licensor and Licensee being hereinafter referred to individually as a "Party" and jointly as the "Parties".

RECITALS

- A. Licensor belongs to the Lesaffre group, which is one of the key players in the fermentation industry. Licensor has inter alia, either by itself or by its Affiliates, notably developed a range of ingredients for dietary supplement products marketed under the Trademark.
- B. Licensee manufactures and distributes the Products and wishes to use the Trademark in connection with the manufacture, promotion, marketing, sale and distribution of the Products containing Licensor Material in the Territory.
- C. Licensor agrees to grant to Licensee the non-exclusive right to use the Trademark within the Territory under the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

Unless otherwise stated, or unless the context imposes another interpretation, the terms starting with a capital letter in this Agreement, including its recitals, shall have the meaning attributed to them in this section:

"**Agreement**" means this trademark license agreement, including its recitals and Exhibits, which form an integral part hereof, as well as its potential amendments.

"**Affiliate(s)**" means with respect to a Party, any company, partnership or other entity which at any time directly or indirectly Controls such Party, is Controlled by such Party or is under common Control with that Party.

"**Control**" (including the terms "Controlled by" and "under common Control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of any person, whether through the ownership of voting securities or by contract or otherwise.

"**Effective Date**" has the meaning given on the first page of this Agreement.

"**Licensor Material**" means genuine Licensor' ingredients/supplements manufactured and/or sold by Licensor and marketed under the Trademark.

"**License**" means Licensee's right to use the Trademark as set forth in Section 2.1 of this Agreement.

"**Products**" means MultiAdvance

"**Registered Countries**" means the countries or regions where the Trademark(s) is(are) registered.

"**Term**" means the term of this Agreement.

"**Territory**" means *Italy*; Europe.

"**Trademark(s)**" means the trademarks listed in Exhibit A of this Agreement.

"**Trademark Guidelines**" means Licensor' guidelines to use the Trademark as set forth in Exhibit A of this Agreement and updated by Licensor from time to time throughout the Term.

2. GRANT OF LICENSE

2.1 Scope of the License

Licensor grants to Licensee a non-exclusive, non-sublicensable, non-transferable, free-of-charge and revocable license to use the Trademark to manufacture, promote, market, sell and distribute the Products in the Territory, including in particular on the package of the Products and in all marketing and promotional related materials. The License is granted for the sole purpose of enabling Licensee to indicate that Licensor Material has been used in the manufacture of the Products.

Licensee shall not be authorized to grant any sublicense to use the Trademark, without the prior written consent of Licensor. As an exception, Licensor authorizes Licensee to sublicense the Trademark to its Product manufacturers. Licensee shall be responsible for ensuring that all sublicensees comply with the terms of this Agreement and shall be liable for any breach of the terms of this Agreement by a sublicensee to the same extent as if the breach were committed by Licensee itself.

2.2 Use of Trademark outside the Registered Countries

Licensor will not challenge Licensee's manufacture, promotion, marketing, sell and distribution the Products outside the Registered Countries provided that any such use by Licensee (or its third-party resellers) of the Trademark is subject to the terms and conditions set forth herein (including without limitation section 4.3).

Licensee acknowledges and agrees that Licensor has registered the Trademark only in the Registered Countries. Any use of the Trademark by Licensee or any of its resellers outside the Registered Countries is at Licensee's sole risk.

3. OWNERSHIP OF THE RIGHTS IN THE TRADEMARK

3.1 Licensee acknowledges that Licensor is the exclusive owner of the rights in the Trademark and that the Agreement does not vest it, by implication, estoppel, statute or otherwise, with any right, title or interest in the Trademark other than the right to use the Trademark in compliance with the provisions of this Agreement.

3.2 Licensee undertakes not to file and register, either by itself or through its Affiliates or third parties, any brand identical or confusingly similar to the Trademark, for any product and service

for which the Trademark is registered or known, inside and outside the Territory, for the Term and after its expiry or termination.

- 3.3 Licensee undertakes to do nothing inconsistent with, or damaging to, Licensor's rights in the Trademark, and in particular not to challenge the use and validity of the Trademark, on any ground whatsoever.

4. USE AND PROTECTION OF THE TRADEMARK

4.1 Proper use

(a) Licensee undertakes:

- (i) that all uses of the Trademark shall occur only for the promotion, marketing, manufacture, sale and delivery of the Products in the Territory, for the Term, including any sell-off period that is expressly agreed upon in writing by Licensor, in compliance with the provisions of this Agreement, as well as the Trademark Guidelines, which may reasonably be amended by Licensor from time to time;
- (ii) at all times to maintain a clear distinction between its own trademark(s) and the Trademark;
- (iii) not to use the Trademark in connection with or for the benefit of any third party's product or service;

(b) Except as otherwise set forth in this Agreement, Licensee has no right to assign or transfer this Agreement or any of its rights to use the Trademark, for any purpose whatsoever, to any third party without Licensor's prior written consent.

4.2 Representation of Licensee's proposed use of the Trademark

Actual representation of Licensee's proposed use of the Trademark (in combination with Licensee's own trademark, if any) on or in relation to the Products are shown in Exhibit B and are the only ones authorized under this Agreement. Licensee shall not alter such usage in any form or media without Licensor's prior explicit written consent.

4.3 Quality Standards and Regulatory Requirement

Licensee represents and warrants that:

- (a) Licensee shall use the Trademark only on the Products for marketing, manufacture, sale or distribution of the Products which contain Licensor Material purchased from Licensor or from a source authorized by Licensor in writing and in advance.
- (b) Licensee shall comply, in the Territory, with the laws, regulations and standards (including on marketing claim, labelling and tax) applicable to its activities and the promotion, marketing, sale and delivery of Products to resellers and end users. Licensee shall in particular ensure that the Products comply with the laws, regulations and standards applicable to the manufacturing, distribution, sale, promotion and advertising throughout the Territory, and do not infringe any third party's rights, in particular trademarks, designs, patents, trade secret or copyright.

Licensee is solely and fully responsible for the quality of the Products bearing the Trademark, both towards third parties and towards Licensor.

4.4 Monitoring by Licensor

Licensor is entitled, to request the Licensee to provide samples of the Products and relevant marketing material to verify that Licensee's use of the Trademark complies with the provisions of this Agreement and the Trademark Guidelines.

4.5 Legend - Disclaimer

- (a) Licensee shall display the Trademark in a clear manner on the labels of the Product.
- (b) Licensee shall clearly and prominently indicate on the packaging of the Products and on all marketing and promotional materials, of any nature whatsoever, relating to the Products that:
 - (i) the Trademark are owned by Licensor and the Products are manufactured, promoted, marketed, sold and distributed by Licensee, and not by Licensor; and
 - (ii) the full name, address and contact details of Licensee as the manufacturer and/or distributor of the Products bearing the Trademark.

5. TERM AND TERMINATION OF THE AGREEMENT

5.1 Term

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for a period of two years from the Effective Date (the "Initial Term"). After the expiry of the Initial Term, this Agreement shall be automatically renewed for successive periods of one year (each such one-year period being the "Extended Term").

5.2 Termination of the Agreement

- (a) Either Party can terminate this Agreement for convenience by sending a written notice to the other Party not less than ninety (90) days prior to the end of the Initial Term or any Extended Term.
- (b) If one Party commits any breach of the Agreement, and the breach or default remains uncured (if such breach is capable of being cured) for a period of 10 (ten) days or more after the other Party delivers notice to that Party detailing the breach or default, then the other Party may terminate this Agreement, with immediate effect, by giving notice to the Party in breach.

5.3 Effect of Termination

- (a) Within 10 days following the termination of this Agreement, upon request, Licensee shall send a detailed, quantitative and valued state of stocks, duly certified to be sincere and true, of the Products that are in the process of being manufactured and the ones that are stored.
- (b) Subject to Clause 5.3 (c), Licensee shall have the right to continue for a period of one year, the promotion, marketing, sale and delivery of the Products in the process of being manufactured or stored as per b) above and related materials provided that Licensee carries out such activities in compliance with this Agreement and, in any event, in a manner which does not harm the reputation of Licensor and its Trademark.
- (c) If the Agreement is terminated by Licensor on the grounds of clause 4.3, Licensee shall cease such uses immediately upon termination.
- (d) Licensee shall remain solely and fully responsible for the quality of the Products bearing the Trademark, both towards third parties and towards Licensor.

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6. INDEMNITY AND LIABILITY

6.1 Licensee shall defend, indemnify and hold Licensor and its Affiliates, and their officers, employees and directors harmless from and against any and all liability, loss (including future loss of profits), damages (including damage to reputation), demands, claims or causes of action, claims for bodily injury, sickness or disease (including death), settlement amounts, costs or expenses, including reasonable legal fees and expenses that may be incurred by Licensor, arising out from any claim, action or proceedings made or brought against Licensor or its Affiliates by a third party as a result of:

- (a) any and all acts or omissions of Licensee, its agents or employees in connection with the design, manufacturing, packaging, sale, delivery or marketing of a Product and any other of Licensee's products;
- (b) any violation by Licensee of applicable law, rule or regulation or the rights of a third party;
- (c) a breach by Licensee of any of its obligations under this Agreement.

Licensor shall notify Licensee of such claim, action or proceedings within 15 days following the claimant's notification and provide it with any useful information on the claimant, as well as the subject matter of such claim, action or proceedings and the nature of the same.

6.2 Licensor represents and warrants that:

- (a) it is the owner of the rights in the Trademark in the Territory;
- (b) to its best knowledge, use of the Trademark in the Territory does not infringe any copyright or trademark of any third party;

Given that the License is free of charge, Licensor gives no representation or warranty as to the validity of any Trademark, which is licensed hereunder "as-is."

6.3 To the extent permitted by law and excluding Licensee's indemnification obligations set forth in Section 6.1, in no event shall either Party be liable for: (a) indirect, consequential or incidental losses or any special or punitive damages; (b) loss arising from business interruption; (c) loss of profits; (d) loss of revenue; (e) loss of anticipated savings; (f) loss of customers; (g) loss of opportunity or (h) any other intangible loss.

7. GENERAL

7.1 **Governing Law.** This Agreement shall be subject to, construed in accordance with and governed in all respects by the statutes and laws of Italy without regard to the conflicts of laws or principles thereof.

7.2 **Dispute Resolution.** The Parties submit themselves to the jurisdiction of ^{ITALY COURT OF MILAN} [REDACTED], which shall have exclusive jurisdiction of any disputes arising hereunder;

7.3 **Entire Agreement.** No amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each Party.

7.4 **Notices.** All notices required or permitted in this Agreement shall be given in writing addressed to the respective Parties as set forth below and shall either be (a) personally delivered, (b) transmitted by internationally or nationally-recognized private express courier or (c) transmitted by email. Either Party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Subsection. The addresses for the Parties are as follows:

Licensee:

Company name: Heracles Nutrition Srl
Attention to: Alessio Santerini
Title: CEO
Address: Via Costanzo Guglielmi 31, 00166 Rome (RM) Italy
e-mail: A.santerini@heraclesnutrition.it

Licensor: Gnosis S.p.A
Attention to: **Giuseppe Autieri**
Title: **General Manager'**
Via Laboratori Autobianchi 1, Desio 20832 (MB) – Italy
Fax +3903621670038
e-mail ufficio.direzione@gnosis.lesaffre.com

- 7.5 **Survival.** The provisions of section, 3 (Ownership of the Trademark), 4.5 (Legend - Disclaimer), 5.3 (Effect of Termination), 6 (Indemnity and liability) and 7 (General) will survive any termination of this Agreement.
- 7.6 **Severability.** Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the Parties.

Licensor

DocuSigned by:
Giuseppe Autieri
Signature: _____
Name: **Giuseppe Autieri**
Title: **General Manager'**
Date: **26-08-2024**

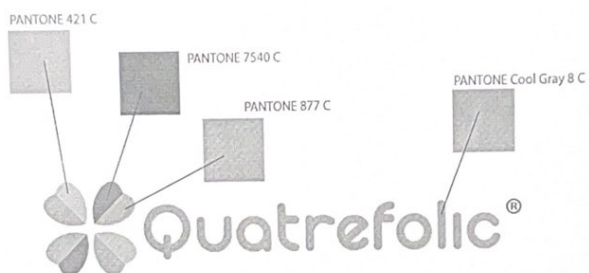
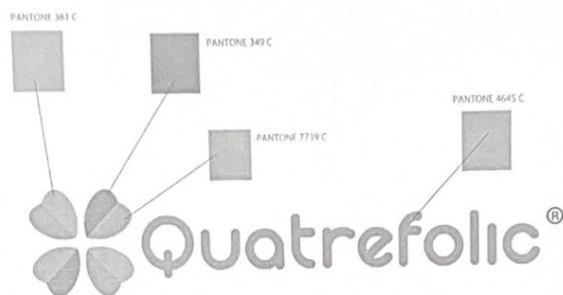
Heracles Nutrition Srl
HERACLES NUTRITION s.r.l.
P. IVA e C. F. 16671101000
Signature: _____
Name: **ALESSIO SANTERINI**
Title: **CEO**
Date: **30/07/2024**

EXHIBIT A: TRADEMARK GUIDELINES

Licensee declares to have received samples and state-of-the art descriptions of the Trademark. They must be used as they are and cannot be changed in any manner. Colour codes shall be strictly complied with.

THE TRADEMARK

Quatrefolic®



Any mention of the Trademark or logo shall be accompanied by the indication that:

"Quatrefolic® is a Registered Trademark of Gnosis S.p.A."

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EXHIBIT B : REPRESENTATIONS OF LICENSEE'S USE OF TRADEMARKS

[copy of mock up of packaging including formulation]