

## TRADEMARK LICENSE AGREEMENT

**DIGEZYME®**, is a branded ingredient supplied by Sabinsa. Due to the unique properties of this ingredient brand and the language used in the patents¹, the Customer agrees to the following criteria, along with terms and conditions which Sabinsa and the Customer deem necessary to assure the protection of the intellectual property rights, identity and integrity of **DIGEZYME®** in the **USA**.

Therefore, with respect to any product or formulation containing DIGEZYME®, the Customer agrees:

- To purchase and/or direct its manufacturer to purchase and manufacture on Customer's behalf, DIGEZYME\* directly from Sabinsa or through Sabinsa's accredited exclusive agent.
- To list the name DIGEZYME® on all product(s) ingredient panels and submit label to Sabinsa for final approval.
- 3. To identify DIGEZYME® as a registered trademark of Sabinsa and to include DIGEZYME® word / logo on the product label and in advertising materials. Customer will be given indemnification if the DIGEZYME® word / logo infringes with any other trademark or patents.
- It will not display the name, identify or market DIGEZYME® with any generic material, logo or artwork not supplied or approved by Sabinsa.
- 5. DIGEZYME® is to be represented with "®" along with the legend "DIGEZYME® is a registered trademark of Sabinsa Corporation, USA" in any material, which is to be used in Customers' products/marketing media. Sabinsa will intimate the customer if there is any change in the registration status of the Trademark. Please see annexure 1 for logo details

This agreement applies to all products containing **DIGEZYME**\* whether manufactured, sold, distributed or marketed by the Customer and/or others. Other than for use in manufacturing the Customer's own product, the Customer shall not resell or supply **DIGEZYME**\* in the bulk raw material form, either directly or indirectly, to any third party. Sabinsa will supply only to the manufacturer. If the Customer is not the manufacturer, the Customer shall inform Sabinsa of the name and address of the customer's manufacturer. If the Customer is a contract manufacturer, and supplies, but does not own or control, the finished product, the contract manufacturer shall inform its Customer to the terms and conditions of this agreement. A license agreement must be executed by each of the Customers' contract manufacturers and Sabinsa.

Additionally, the Customer shall provide Sabinsa with a current or known future list of products containing **DIGEZYME**. Customer must update any additions and deletions to this list annually or upon request.

The Customer shall use **DIGEZYME**\* only to the extent required for the purposes described herein. This Agreement does not explicitly nor implicitly give any rights towards the Intellectual Properties, GRAS affirmations, domain or digital ownership of any kind to the user unless warranted and agreed by Sabinsa. Sabinsa shall have the right to terminate this Trademark License Agreement immediately by written notice at any time in case Customer is found violating Sabinsa Intellectual Properties, domain or digital ownership policies.

Use of DIGEZYME® requires that the provisions of this agreement be understood and accepted by all those who use and market it. Sabinsa may refuse to supply or sell DIGEZYME® to any person or entity who

<sup>&</sup>lt;sup>1</sup> Patents, where applicable - See <u>sabinsa.com/about-us/intellectual-properties</u>

fails to honor this agreement; however, Customer will be given reasonable time to sell through inventory after receipt of written notification detailing the reasons for terminating this agreement. Sabinsa may also pursue any and all legal rights, remedies and recourse in the event of a breach of this Agreement.

This Agreement is valid for a period of three (3) years and is binding upon the Customer, its successors and assignees. This Agreement shall be governed by, enforced under and interpreted in accordance with the laws of The State of New Jersey, USA to which jurisdiction the parties, hereby, submit.

The following product(s) are submitted by the Customer for approval to include the ingredient DIGEZYME®, according to the terms and conditions of this Trademark License Agreement. Please indicate the brand and product trade name:

indicate the t	brand and product trade name:
THUND	ENTECH NUTRITION - ISOTECH
	dress of Marketing Company:
HERAC	LES NUTRITION SILL - VIA COSTANZO GUGLIELHI 35
00466	ROME ITALY
	dress of Manufacturing Company (if different from Marketing Company):  SRL - VIA & GACIET 7/A PERO (41) 20016 TACY
ACCEPTAN	ICE OF AGREEMENT BY AUTHORIZED REPRESENTATIVE
Customer	HERACUS NUTRITION SPL
Name (Print)	ALESSIS SANTERINI Title (Print) CEO

SABINSA APPROVAL	
Name (Print) Asha Ramesh	Title (Print) CEO
Signature Asha Ramesh	Date 11/6/2023

Trademark Nos: US registration no. 1946067 (Class 5)

ANNEXURE I

## ORIGINAL LOGO



## LOGO IN DIFFERENT BACKGROUND COLORS







Single Color Logo







## COLOR CHART

													20 ×21							
	C M Y K	0 62 95 5	M Y K	1 13 75 0	M Y K	40 0 0 0	M Y K	95 57 4 15	C M Y K	9 6 60 0	M Y K	49 26 98 1	C M Y K	40 100 12 25	C M Y K	9 24 5 0	C M Y K	100 70 13 55	C M Y K	46 2 93 0
	R G B	230 120 23	R G B	253 218 88	R G B	174 219 240	R G B	11 93 156	R G B	240 226 130	R G B	154 161 53	R G B	143 28 119	R G B	237 206 224	R G B	1 48 84	R G B	120 204 227
Web #E67817		Web #FDDA58		Web #AEDBF0		Web #0B5D9C		Web #F0E282		Web #9AA135		Web #8F1C77		Web #EDCEE0		Web #013054		Web #78CCE3		
1:		MS 92%		MS C 95%		MS C 35%	P 7462	MS C 98%		MS C 98%		MS C 83%		MS C 90%		MS 36 C		MS 0 C		MS C 82%

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