

TRADEMARK LICENSE AGREEMENT

This Agreement is made as of the day of February, 6, 2020 (the « Effective Date ») by and between ROQUETTE FRERES, a company duly registered under the laws of France, with registered office at 1 Rue de la Haute Loge 62136 Lestrem, France ("ROQUETTE" or "Licensor") and IAF NETWORK SRL, a company duly registered under the law of Italy, with registered office at Via Flero 46 25125 Brescia Italy ("Licensee").

WHEREAS:

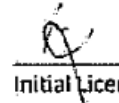
- A. Licensor is the owner of the logo and registered trade or service trademarks (collectively the "Trademark") listed in EXHIBIT I.
- B. Licensee wishes to display the Trademark on its homepage, its packaging, its advertising, its promotional materials in relation with the following field (the "Field of Use") : powder of beverages.
- C. Both Parties desire that Licensee display the Trademark as described herein in all the countries mentioned in EXHIBIT I (the "Territory").

BY USING THE TRADEMARK, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE ROQUETTE'S PERMISSION TO USE THE TRADEMARK. ANY UNAUTHORIZED USE VIOLATES ROQUETTE'S OWNERSHIP RIGHTS IN THE TRADEMARK AND IS STRICTLY PROHIBITED.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. *Grant.* Subject to the terms and conditions hereinafter set forth and provided that the Licensee purchases all its needs in the ingredients bearing the Trademark to ROQUETTE, Licensor hereby grants to Licensee the fully paid up and royalty free, non sub-licensable (including but not limited to any Licensee's affiliates) limited right to use, and Licensee hereby undertakes to use pursuant to these terms and conditions, the Trademark in the Field of Use.
2. *Use.* Licensee may only display the Trademark in the Field of Use in the Territory. The Trademark is not to be displayed in any manner which suggests the endorsement or approval of Licensee or its products or services by ROQUETTE. The Trademark, where and whenever displayed by Licensee shall be displayed in accordance with rules set forth by ROQUETTE. Any reference to the benefits or effect of the use of ROQUETTE's ingredient bearing the Trademark in Licensee's communication with customers should be validated by ROQUETTE in writing and upfront. The initial rules applicable on the Effective Date, including but not limited to the list of authorized names to be associated to the Trademark, are attached hereto as EXHIBIT II. Such EXHIBIT II may be changed from time to time by ROQUETTE, and Licensee agrees to comply in all respects with the amended requirements of such EXHIBIT II. Licensee will be given a reasonable period, in no event less than thirty days, to comply with changes in such rules.
3. *Non-Exclusivity.* The limited right and license granted to Licensee hereunder is non-exclusive, and Licensor, at its sole discretion, shall be free to itself use or grant others the right to use the Trademark on any product, material or service, including those in competition with Licensee.


Initial Licensee


Initial Licensor

4. *Assignment.* The right granted in this Agreement to Licensee shall be non-divisible and shall not be transferable or assignable without the Licensor's prior written consent, which it may withhold in its sole and absolute discretion. Any such assignment or transfer without such consent shall be void and of no effect.
5. *Term and Termination.* Except as otherwise provided herein, this Agreement shall remain in full force five (5) years from the Effective Date; provided, however, that in the event that the Licensee fails to comply with any provision of this Agreement, the Licensor may terminate this Agreement upon providing Licensee written notice, such termination to be effective immediately upon receipt by Licensee. Further, Licensor reserves the right to terminate this Agreement at any time, without cause, upon providing Licensee thirty days written notice. Upon termination of this Agreement for any reason, Licensee shall immediately cease further distribution of all products or other materials bearing the Trademark.
6. *Ownership.* Licensee acknowledges the Licensor's exclusive right, title, and interest in and to the Trademark and will not at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. Licensee shall not in any manner represent that it has any ownership in the Trademark or registration thereof, and the Licensee acknowledges that use of the Trademark shall not create any right, title or interest in favor of Licensee, but all uses of the Trademark by the Licensee shall inure to the benefit of Licensor. Upon expiration or termination of the Agreement, Licensee will cease and desist from all use of the Trademark in any way and will deliver to Licensor or its duly authorized representative the logotype of the Trademark together with all advertising and promotional materials and signs containing the Trademark.
7. *Notices.* Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given: if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address as provided by Licensee to ROQUETTE or such other address as may be furnished in writing by Licensee to ROQUETTE.
8. *Indemnification and Hold Harmless.* Licensee hereby covenants and agrees to indemnify and hold harmless Licensor, its respective officers, directors, agents and employees from and against any and all claims, loss, damage, injury and liability resulting from Licensee's use of the Trademark, and to pay for all legal and other costs (including reasonable attorneys' fees) Licensor might incur in defending any such action..
9. *Applicable Law.* This Agreement shall be governed by and interpreted and enforced in accordance with the laws of France.
10. *Entire Agreement.* This is the entire contract between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the Effective date.

IAF NETWORK SRI

By:
Name:
Function:
Date:

ROQUETTE FRERES

By:
Name:
Function:
Date:

AC

Initial Licensee



Initial Licensor

EXHIBIT 1

Trademark	Classes	Registration number	Parent country	Register	Expiration date
GLUCIDEX	1 5 30	1710789		France	09/12/2021
GLUCIDEX	1	621033		Australia	24/01/2024
GLUCIDEX	1	TMA328620		Canada	12/06/2032
GLUCIDEX	1	320838		China	09/09/2028
GLUCIDEX	30	541263		China	29/01/2021
GLUCIDEX	1 5 30	VR198803389		Denmark	30/09/2028
GLUCIDEX	1 30	B1247750		United-Kingdom	06/08/2026
GLUCIDEX	1	IDM000013710		Indonesia	25/02/2024
GLUCIDEX	1	91406		Israel	25/02/2025
GLUCIDEX	30	88000416		Malaysia	26/01/2029
GLUCIDEX	1	88000415		Malaysia	26/01/2029
GLUCIDEX	1 5 30	125624		Norway	26/06/2026
GLUCIDEX	30	177151		New-Zealand	22/01/2029
GLUCIDEX	1	177149		New-Zealand	22/01/2029
GLUCIDEX	1 5 30	44910		Philippines	06/06/2029
GLUCIDEX	1	R09822		Poland	12/01/2025
GLUCIDEX	1 5 30	211437		Sweden	15/07/2028
GLUCIDEX	1	294		Singapore	25/01/2025
GLUCIDEX	30	293		Singapore	25/01/2025
GLUCIDEX	1	31296		Thailand	07/04/2024
GLUCIDEX	1 5 30	TNIE2005/1301		Tunisia	17/06/2025
GLUCIDEX	24	374965		Taiwan	31/08/2027
GLUCIDEX	1 5 30	1416311		United-States	11/11/2026
GLUCIDEX	30	215499		South of Korea	21/05/2021
GLUCIDEX	1 5 30	494350		International	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Austria	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Belgium	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Belorussia	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Switzerland	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Czech Rep.	17/06/2025
GLUCIDEX	5 30	494350	International (WO)	Germany	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Algeria	17/06/2025
GLUCIDEX	1	494350	International (WO)	Spain	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Hungary	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Italy	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Kazakhstan	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Morocco	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Portugal	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Russia	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Slovakia	17/06/2025
GLUCIDEX	1 5 30	494350	International (WO)	Ukraine	17/06/2025
GLUCIDEX	1	2615066		Japan	31/01/2024
GLUCIDEX	グルンデックス (GLUCIDEX + katakana characters)				

As

Initial Licensee

As
Initial Licensor

EXHIBIT II - GUIDELINES

Policy on Use of ROQUETTE's Logos and Trademarks

This policy covers all uses of ROQUETTE's logos and trademarks, including without limitation: documents, publications, advertising, signs, Web sites, e-mails and packagings. The logo (the "Logo") and/or the trademark (the "Trademark") are the symbols of one of ROQUETTE's ingredients and they carry with them the identity and reputation of ROQUETTE, wherever and whenever it is used. Since the name and reputation of ROQUETTE are among its most valuable assets, it is of extreme importance to ROQUETTE that all uses of the Logo and/or the Trademark be authorized and in conformance with this policy statement.

I. General

No one outside of ROQUETTE can use the Logo and/or the Trademark in print or electronic format, including Internet or intranet displays, without a license.

All use and reproduction of the Logo and/or the Trademark by a Licensee must be in compliance with these Guidelines. If you have any questions regarding how the Logo and/or the Trademark can be displayed, contact ROQUETTE. ROQUETTE will make available electronic or hard copy samples of how the Logo is to be displayed to all authorized users.

All displays of the Logo and/or the Trademark must include the registered trademark symbol (a small ® adjacent to the mark) and the trademark notice on ROQUETTE's ownership of the Logo and/or the Trademark on a footnote (example: GLUCIDEX® is a registered trademark of Roquette Frères), as indicated in this Guidelines. Failure to include the trademark symbol and notice can result in the automatic termination of a license or other permission to use the Logo and/or the Trademark.

The Logo and/or the Trademark should always be used with proper discretion and good taste and should not be used in any manner which is derisive to the Logo, the Trademark or ROQUETTE.

II. Use by a Third Party

No third party may use the Logo and/or the Trademark until it has executed a Logo and/or Trademark License Agreement with ROQUETTE.


ROQUETTE may, upon written notice to the Licensee, suspend or terminate the License should the Logo and/or the Trademark be used in violation of this policy.

Licensee will be permitted to display the Logo and/or the Trademark in the Field of Use in the Territory as defined in the License. Affiliates of a Licensee may use the Logo and/or the Trademark provided they have executed a Logo and/or Trademark License Agreement with ROQUETTE.

The Logo and/or the Trademark cannot be used in any way that implies an endorsement of a company, product or service by ROQUETTE unless there is a mutually agreed upon endorsement in place and usage is licensed and approved by ROQUETTE.



Initial Licensee



Initial Licensor

III. Key Requirements for Correct Trademark Uses

1. Trademark Symbol:

- Always use the correct trademark symbol with the first or most prominent appearance of the Trademark in the body of text.
- You do not have to use trademark symbols in headlines unless there is no accompanying text, in which case you must use it.
- Use trademark symbols in superscript or subscript (i.e. [™] or [®]). However, you may use parentheses (TM) and (R) where this is not possible.
- Do not use trademark symbols after any ROQUETTE product name, service name or technology name that is not ROQUETTE's trademark.

2. Authorized Noun:

- Always and strictly use the Trademark as adjectives, accompanied by an authorized noun. A non-exhaustive list of authorized nouns is provided below for the Trademark.
- Never use the Trademark as a noun, a verb, or in the possessive or plural form.
- Trademark Notice: always include the correct trademark notice for ROQUETTE's ownership of its Trademark in all materials. Suitable notice is: GLUCIDEX[®] is a registered trademark of Roquette Frères.
- Never alter the Trademark in any way: do not alter the spelling or form of the Trademark by abbreviating them, creating acronyms, translating them, joining them to other words, symbols or numbers (either as one word or with a hyphen).

3. Prohibited use of the Trademark

- Do not use any the Trademark without written authorization from ROQUETTE.
- Do not use the Trademark to not refer accurately to ROQUETTE's ingredients bearing the Trademark.
- Do not use inaccurate or misleading nouns after the Trademark. The Trademark is used for specific products and services.
- Do not use the Trademark as part of another trademark, slogan, logo or other name. This includes but is not limited to a company name, trade name, product name, service name, technology name, standard, domain name or social media name.
- Do not register the Trademark either alone or as part of another trademark or other name. This includes, but is not limited to a company name, trade name, product name, service name, technology name, standard, domain name or social media name.
- Do not use the Trademark more prominently than your own trademarks, company name, trade name, product name, service name or other name. You should distinguish such names visually from the Trademark or other name.
- Do not use the Trademark in false or misleading advertising.
- Do not manufacture, advertise, sell, distribute or otherwise give away any merchandise items bearing the Trademark without an express written trademark license from ROQUETTE.
- Do not use or imitate any ROQUETTE's tagline or slogan (including but not limited to the slogan "*Offering the best of the nature*"[™]). This slogan is reserved for ROQUETTE's use only and it is therefore not included in the License.

4. Only authorized Nouns

[maize/wheat] Maltodextrine

For the use of any other nouns non listed, ROQUETTE should be consulted.



Initial Licensee



Initial Licensor