

GELITA Trademark License Agreement

GELITA AG
Uferstraße 7
69412 Eberbach/Germany

– hereinafter referred to as "**GELITA**" or "**Party**" –

and

– hereinafter referred to as "**Licensee**" or "**Party**" –

– GELITA and Licensee jointly also the "**Parties**" –

Preamble

1. GELITA is the owner of the registered trademark listed in **Annex 1** concerning the product name as specified in Annex 1 ("GELITA Trademark"). GELITA and its affiliates according to Sec. 15 et seq. of the German Stock Corporation Act ("Affiliates") use the GELITA Trademark in connection with the production, promotion and sale of the GELITA product as specified in Annex 1 ("GELITA Ingredients").
2. Licensee is engaged in the business of producing, promoting and selling the products as described in Annex 1. Licensee intends to use the GELITA Ingredients as an ingredient in the aforementioned products to be produced, promoted and sold by Licensee. The products named in Annex 1 containing the GELITA Ingredients as an ingredient shall hereinafter be referred to as "Licensee Product".
3. Licensee desires to obtain from GELITA a license to use the GELITA Trademark in connection with the promotion and sale of the Licensee Products, including the use of product packaging for such Licensee Products ("Product Packaging") and marketing material relating to the Licensee Products ("Licensee Marketing Materials"), in the territory as specified in Annex 1 ("Territory") and GELITA is willing to grant such a license on the basis of the following agreement including the GELITA Trademark License Conditions enclosed as **Annex 2** ("TL Conditions"). The TL Conditions form an integral part of this agreement ("Agreement").

The Parties, therefore, agree as follows:

1. License

GELITA grants Licensee a license to use the GELITA Trademark in connection with the promotion and sale of the Licensee Products in the Territory in accordance with the conditions agreed in this Agreement including the TL Conditions, which are hereby expressly accepted by the Licensee.

2. Scope of the use by Licensee

- 2.1 The license granted according to clause 1 covers the use of the GELITA Trademark valid in the Territory.
- 2.2 The license is limited to the promotion and sale of the Licensee Products which contain the GELITA Ingredients. It is expressly agreed, that Licensee is not entitled to use the GELITA Trademark for any other purpose, in particular, not in connection with products not containing the GELITA Ingredients.
- 2.3 Licensee shall not be entitled to grant sublicences, however, Licensee shall be entitled to engage contract manufacturer and distribution partner for the production, promotion and sale of the Licensee Products and the relating Product Packaging and Licensee Marketing Materials.
- 2.4 Licensee shall comply with the style guidelines concerning the use of the GELITA Trademark, in particular, the logo styles and type styles, as specified in **Annex 3** ("Trademark Usage Guideline") as well as with the notification requirements relating to the trademark ownership and other designations as agreed in Annex 1.
- 2.5 Licensee is responsible for the use of the Licensed Products and the Licensee Material and for the compliance with all applicable laws and regulations as well as for the non-infringement of rights of third parties.

3. Term of the Agreement

The Agreement shall come into force when it is duly signed by both Parties and shall remain in force for two (2) years ("Term") if not terminated before. If the Licensee wishes to extend the Agreement beyond the Term, the extension form attached as **Annex 4** to the Agreement ("Extension Request") must be submitted by Licensee to GELITA **not later than six (6) months before the end of the Term**. If and insofar GELITA does not send Licensee an objection notification (E-mail by GELITA is sufficient) within fourteen(14) days after receipt of the Extension Request, the Term of the Agreement shall be extended by two (2) years. Further extensions of the Agreement require a separate written agreement between the Parties.

4. General provisions

- 4.1 Annexes 1-4 are part of the Agreement and the TL Conditions are applicable. In the case of a contradiction between the aforementioned provisions and the provisions of the TL Conditions, the aforementioned provisions shall prevail.
- 4.2 This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature" in this Agreement or in any other document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by German Law.
- 4.3 All communications, including notifications or statements according to the Agreement shall be sent to the addresses of the Parties as specified in Annex 1.

Annexes:

- Annex 1: GELITA Trademark, GELITA Ingredients, Licensee Product
- Annex 2: TL Conditions
- Annex 3: Trademark Usage Guideline
- Annex 4: Extension Request

Eberbach, _____

GELITA AG

By: _____

Name: ppa. Samy Jandali

Title: Group Vice President

Global Business Development

By: _____

Name: _____

Title: _____

By: _____

Name: ppa. Michael Teppner

Title: Vice President

Global Marketing

Annex 1

1. GELITA Trademark (including Territory):

Trademark Registration Status by Country: <https://www3.wipo.int/branddb/en/>

- The term GELITA Trademark shall also include all other possible rights owned by GELITA concerning the aforementioned product name and logo as specified above, in particular trademarks acquired by use, copyrights and design rights concerning the logo and goodwill relating thereto.

2. GELITA Ingredients:

3. Licensee Product

Product Application Type:

Product Packaging: See attachments

4. General:

- Use attribution statement: Above mentioned *trademark/s is a or are registered trademark/s of 'GELITA AG'.*
- The sign ® shall only be used in territories in which the GELITA Trademark is registered in the respective Trademark Registers.
- Licensee shall not be obligated to use the notification concerning the trademark ownership if the size of the Product Packaging concerning the Licensee Product or the Licensee Marketing Material does not allow such use.

5. Communication

All communications between the Parties according to the Agreement, including notifications, statements, samples shall be sent to the following addresses of the Parties:

GELITA:
GELITA AG, Uferstr. 7, 69412 Eberbach, Germany
Mail: service@gelita.com

Licensee:

Annex 2

TL Conditions

§ 1 License Grant

(1) GELITA grants Licensee a non-exclusive, non-assignable, non-sub-licensable, royalty free and revocable license to use the GELITA Trademark in connection with the promotion and sale of the Licensee Products in the Territory (as defined within the Agreement).

(2) Licensee acknowledges and agrees that the foregoing license is expressly limited to the Licensee Product which contains the GELITA Ingredient and that all uses have to comply with the Agreement including the TL Conditions.

§ 2 Use and quality requirements

(1) Licensee shall use the GELITA Trademark only in the form as described in Annex 1 and in the Trademark Usage Guideline in Annex 3. Licensee shall, in particular, comply with the logo styles and type styles specified in Annex 3 in the Product Packaging and all Licensee Marketing Materials. Licensee may not integrate any of its and/or any other third party names, trademarks, logos, or designs into the GELITA Trademark nor may Licensee integrate the GELITA Trademark into any of its own names, trademarks, logos or designs or integrate the GELITA Trademark into names, trademarks, logos or designs of any third party. Licensee shall furthermore solely use the GELITA Trademark in direct connection with the Licensee Product containing the GELITA Ingredient. Licensee shall not create the impression, that the GELITA Trademark is used as a designation for the complete Licensee Product. Licensee shall not use the GELITA Trademark in a way that creates confusion as to the source of the Licensee Product or that in any way indicates to the public that Licensee is an Affiliate of or otherwise related to GELITA or its Affiliates.

(2) Licensee shall ensure that the Licensee Product used in connection with the GELITA Trademark are of high and consistent quality, comply with all regulatory requirements and safety standards as well as all requirements concerning the use of the GELITA Ingredients agreed between the Parties, have a premium appearance and do not adversely affect the reputation of the GELITA Trademark. Licensee shall be responsible for the Licensee Product and the compliance with applicable quality standards and legal requirements.

(3) Licensee hereby warrants and represents that it shall obtain all necessary approvals or permits for the production, distribution, marketing, sale and labeling of the Licensee Products as well as the Product Packaging and Licensee Marketing Material and that all aforementioned uses of the Licensee Products, the Product Packaging and the Licensee Marketing Material comply in any and all aspects with all applicable laws and regulations in the Territory.

(4) The composition of the Licensee Product with respect to the GELITA Ingredients shall comply with the requirements as specified in Annex 1. The Licensee warrants that the Licensee Product shall have the effects claimed on the Product Packaging and in the Licensing Marketing Material.

(5) Licensee shall inform GELITA immediately in writing of any product safety problems, investigations or intended recalls concerning the Licensee Products, the Product Packaging or the Licensee Marketing Materials. Licensee shall coordinate such possible recalls with GELITA in order to allow GELITA to review communications relating to the GELITA Ingredients.

(6) Licensee is not entitled to use the GELITA Trademark or the company name of GELITA in clinical trials, studies, regulatory proceedings or activities preparing such proceedings without the prior written approval of GELITA. A possible approval of GELITA for such use shall not affect the sole responsibility and liability of the Licensee for the Licensee Products, the relating proceedings and uses.

§ 3 Right to Review

(1) If Licensee intends to make material changes concerning the Product Packaging as specified in Annex 1, Licensee shall provide samples of the Product Packaging to GELITA for approval prior to the production of such Product Packaging. GELITA shall accept or reject the Product Packaging within ten (10) days after receipt and shall provide suggestions for changes if rejected.

(2) GELITA or its Affiliates are, furthermore, always entitled to request samples of the Licensee Products and/or Licensee Marketing Materials to ensure that the Licensee is in full compliance with its obligations under this Agreement. If GELITA issues such request, Licensee shall provide to GELITA samples for review at any time.

(3) GELITA and its Affiliates are entitled to inspect the production of the Licensee Products, the Product Packaging and the Licensee Marketing Materials during normal business hours. Such inspection is subject of strict confidentiality obligations protecting confidential information of Licensee.

§ 4 Ownership and protection of the GELITA Trademark

(1) Licensee acknowledges GELITA's exclusive rights in the GELITA Trademark. Licensee also acknowledges that a valuable reputation and goodwill is connected with the GELITA Trademark that constitutes a valuable asset of GELITA and its Affiliates.

(2) Licensee shall not register and/or apply to register the GELITA Trademark or any other sign that is confusingly similar to the GELITA Trademark for any product and/or service.

(3) Licensee acknowledges that any and all uses of the GELITA Trademark by Licensee inure solely to the benefit of GELITA and that GELITA owns all rights concerning the GELITA Trademark. Nothing in this Agreement shall obligate GELITA or its Affiliates to register further trademarks or to maintain the GELITA Trademark. GELITA shall handle the GELITA Trademark in its own discretion.

(4) Licensee shall notify GELITA without delay in writing about infringements or possible attacks concerning the GELITA

Trademark. Only GELITA shall be entitled – but not obligated to – to defend and/or enforce the GELITA Trademark against third parties.

§ 5 Changes

GELITA remains entitled to make changes to the design of the GELITA Trademark and/or the requirements according to Annex 1 or Annex 3. The changes must be notified to Licensee in writing and GELITA at least three (3) months before the date on which they are intended to take effect ("Effective Date"). Licensee is then obligated to effect the change in all areas without delay, but no later than the Effective Date. Licensee shall be entitled to sell-out Licensee Products with the Product Packaging and Licensee Marketing Materials that have been produced until the Effective Date. The aforementioned sell-out period shall be no longer than six (6) months after the Effective Date. Should it become necessary to change the design of the GELITA Trademark or the requirements according to Annex 1 or Annex 3 at shorter notice because of a trademark dispute, regulatory requirements or some other important reason, GELITA may require Licensee to make the necessary changes and sell-outs within the date notified by GELITA. The date notified by GELITA shall balance the urgency of the individual case as well as the interests of Licensees including the shelf life of the Licensee Products and possible inconvenience resulting from such changes.

§ 6 Indemnification

Licensee agrees to indemnify, defend and hold GELITA, its Affiliates, officers, directors, shareholders, employees and agents (hereinafter collectively "Indemnified Parties") harmless from all losses, costs, liabilities and expenses of the Indemnified Parties arising from claims concerning the Licensee's use of the GELITA Trademark, Licensee Products, Product Packaging or Licensee Marketing Materials, except where such claims arise solely and directly from the GELITA Ingredients used in accordance with GELITA's specifications.

§ 7 Warranties and liabilities

(1)

Licensee warrants and represents that it has the full power and authority to enter into this Agreement and that its use of the Licensee Products, the Product Packaging and the Licensee Marketing Material and GELITA Trademark shall be conducted in accordance with this Agreement and all applicable laws and regulations. Without limiting the generality of the foregoing, Licensee shall in particular ensure that the production, labeling, marketing and distribution of the Licensee Products, the Product Packaging and the Licensee Marketing Material shall comply with all applicable regulatory requirements and product safety standards and shall not conflict with the applicable law and regulations.

The provision of information or samples to GELITA or its Affiliates or the approval by GELITA or its Affiliates on the basis of this Agreement, in particular, according to clause 3, shall in no event affect the responsibilities and warranties of Licensee according to this Agreement, in particular concerning the Licensee Product, the Product Packaging and the Licensee Marketing Materials. Licensee shall remain fully responsible for the Licensee Products, the Product Packaging and the Licensee Marketing Materials and its uses. Under no circumstances shall GELITA or its Affiliates be deemed liable to Licensee or third parties for violation of any applicable laws and regulations, including labeling or advertising laws or product safety regulations by virtue of GELITA's review or non-review or approval of any Licensee Products, the Product Packaging or License Marketing Materials hereunder.

(2) Licensee shall maintain during the term of this Agreement and for a period of the permitted use an adequate insurance coverage from an international accepted insurance company, covering in particular product liability cases and other claims for personal injury or death or product recalls. GELITA shall be entitled to request evidences for the existence of such insurance coverage.

(3) GELITA makes no warranties or representations concerning the GELITA Trademark, in particular, concerning the protectability, usability or the use of the GELITA Trademark. GELITA makes no warranties or representations concerning the enforceability of GELITA Trademark against third parties or that the use of the GELITA Trademark or the GELITA Ingredients does not conflict with rights of third parties. GELITA and its Affiliates shall not be liable for the infringement of rights of third parties resulting from a use of the GELITA Trademark, the GELITA Ingredients, Licensee Product, the Product Packaging or the Licensee Marketing Materials.

(4) Subject to the limitations included in this clause, claims by Licensee against GELITA – regardless of the nature of such claims, including tort, damage – are excluded. GELITA shall in particular not be liable, whether under contract, tort, indemnity or otherwise, for any loss of profits or revenues or for any other indirect, incidental, special, punitive or consequential loss or damage, anticipated savings, contracts or business relationships or loss of goodwill. The limitation and exclusion of liability shall not apply where GELITA has mandatory liability according to mandatory statutory law, e.g. under Product Liability Laws or in cases of willful misconduct or gross negligence, damage to life, limb or health, or infringement of material contractual obligations. Damages for the infringement of material contractual obligations are limited, however, to the typical foreseeable damages, with the exception of cases of willful misconduct or gross negligence, or where GELITA is liable for damages to life, limb or health or according to mandatory law. Where GELITA's liability is excluded or limited under this Agreement, this shall also apply to the Affiliates and its employees, representatives and agents.

§ 8 Term and Termination

(1)

This Agreement shall come into force when it is signed by both Parties and shall remain in force during the Term, if not terminated earlier according to clause 8 (2) - (4). Furthermore, this Agreement shall automatically end when the Licensee discontinues the use of the GELITA Ingredient in the Licensee Product.

(2) GELITA shall have the right to terminate this Agreement for cause without a notice period. The cause shall include, but shall not be limited to:

(i) if Licensee breaches or violates any of the terms of this Agreement and does not cure such a breach or violation despite a written warning letter of GELITA setting a reasonable deadline of at least three (3) days and a maximum of thirty (30) days; or

(ii) if Licensee makes an assignment for the benefit of its creditors, commits any act of bankruptcy, has a receiver appointed, or otherwise admits of its inability to pay its debts.

(3) GELITA may terminate this Agreement at any time with a three (3) months written notice.

(4) Licensee may terminate this Agreement at any time with three (3) months written notice.

(5) After expiration or termination of the Agreement Licensee shall inform GELITA within seven (7) days in writing about the number of existing Licensee Products, Product Packaging and existing Licensing Marketing Material in the stock of Licensee. GELITA shall then inform Licensee about a reasonable phase out period which shall not be shorter than three (3) months ("Phase out Period"). Licensee shall be entitled to sell-out existing Licensee Products and to use existing Licensing Marketing Material as specified by Licensee during the Phase out Period. During the Phase out Period the provisions of this Agreement shall be applicable. GELITA shall be entitled to verify the information provided by Licensee concerning the existing Licensee Products and existing Licensing Marketing Material and the compliance with the aforementioned obligations. Licensee shall not be entitled to a Phase out Period if GELITA terminates the Agreement according to clause 8 (2) (i) and the breach or violation of the Agreement relates to a use of the GELITA Trademark, the Licensee Products, the Product Packaging or the Licensee Marketing Materials not in compliance with the limitations of the Agreement.

After expiration/termination or – if applicable – the Phase out Period, Licensee shall immediately cease and desist from all uses of the GELITA Trademark.

(6) Rights and obligations resulting from this Agreement that are by their sense and context intended to survive the termination or expiration of this Agreement will survive such termination or expiration.

§ 9 General provisions

(1) Nothing in this Agreement shall be construed to place the Parties in a relationship of partners, joint ventures or

principal and agent, and neither Party shall have any power to obligate or bind the other Party in any manner whatsoever. Each Party bears its own costs in connection with the conclusion and the implementation of this Agreement.

(2) If any provision of this Agreement is or becomes completely or partially invalid or should there prove to be an omission herein, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, that valid provision which comes closest to meeting the purpose of the invalid one, shall be deemed to be agreed. In the event of an omission, that provision shall be deemed agreed which corresponds to what the Parties would have agreed, judging by the purpose of this Agreement, had they given the matter their consideration at the outset.

(3) The Agreement constitutes the entire agreement of the Parties concerning the use of the GELITA Trademark.

(4) This Agreement shall be construed in accordance with and governed by German Law. The UN Convention on Contracts for the International Sale of Goods shall not apply.

(5) All disputes, controversies or claims arising under, out of or relating to this Agreement and any subsequent amendment of this Agreement, including without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of three (3) arbitrators if the Parties do not agree to appoint only one arbitrator. The language to be used in the arbitration shall be English.

(6) Amendments to this Agreement have to be signed as defined in the Agreement by both Parties.

Annex 3

Trademark Usage Guideline

TRADEMARK USAGE GUIDELINES



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Eligible Trademarks



As part of GELITA's trademark licensing program, the following trademarks and logos are eligible to be used according to a corresponding agreement and in accordance with this usage guide.



TRADEMARK USAGE GUIDELINES

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Logo Use I - Color Code Brand Logos



Logos are available in .eps, .jpg or .png formats. Logo design and colors may not be altered.*



ORANGE
Pantone
143C
CMYK
0/40/100/0
HKS
6
RGB
247/166/0

80% black

Pantone
295C
CMYK
100/57/0/40
HKS
41K
RGB
0/65/121



* While VERISOL® is shown for illustrative purposes, all other brands will follow the same rules.

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Logo Use II - Do's & Don'ts



GELITA prefers logo use in colors. However, harmonious integration in artwork is important. As such, GELITA allows logo usage in all black or in all white. Grey scale logos are not allowed.

Trusted Science BIOACTIVE COLLAGEN PEPTIDES® logo is only allowed in combination with another Bioactive Collagen Peptides name/logo. Word trademark BIOACTIVE COLLAGEN PEPTIDES® can be used - as only registered - in a few countries only. E.g. it can't be granted for use in the European Union.

<p>CORRECT</p>  <p>VERISOL® Beauty from Within</p> <p>VERISOL® Beauty from Within</p> <p>Trusted Science BIOACTIVE COLLAGEN PEPTIDES</p> <p>BIOACTIVE COLLAGEN PEPTIDES® (→ allowed in USA; not EU for example)</p>	<p>INCORRECT</p>  <p>VERISOL® Beauty from Within</p> <p>→ Missing the wave</p> <p>VERISOL®</p> <p>→ Missing the tag line</p> <p>VERISOL® Beauty from Within</p> <p>Trusted Science BIOACTIVE COLLAGEN PEPTIDES</p> <p>→ Color alterations</p>
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Typeset Brand Names



Brand names must be written:

- Using upper and lower cases exactly as shown below
- Using superscript ®

<p>CORRECT</p> <ul style="list-style-type: none">• VERISOL®• FORTIGEL®• FORTIBONE®• TENDOFORTE®• BODYBALANCE®• PeptENDURE®• PETAGILE®	<p>INCORRECT</p> <ul style="list-style-type: none">• Verisol® → only V in upper case• VERISOL® → ® is not superscript• FortiGEL® → mixture of cases• FORTIGEL® → ® is not superscript• FortiBONE® → mixture of cases• fortibone® → ® is not superscript, all lower case letters• TendoFORTE® → mixture of cases• TENDOFORTE → ® is missing• BODY_BALANCE® → underscore• BodyBalance® → mixture of cases, ® is not superscript• PEPTENDURE® → all caps• peptendure® → all lower case• PET-A-GILE® → hyphens• PETGILE® → misspelled• PEPTIPLUS® → brand not allowed for trademark licensing
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Use of Brand Names



GELITA's brand names must not be used nor implied as the name of the finished product.

CORRECT

- Beauty Drink with VERISOL®
- Beauty Drink including VERISOL®
- Beauty Drink powered by VERISOL®

INCORRECT

- VERISOL® Beauty Drink → VERISOL® is the active ingredient, not the implied brand name of the finished product



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License Partner Names



Name of the license partner name on the trademark license agreement must appear in the artwork.

CORRECT

- License Agreement Partner Name: Company XYZ

INCORRECT

- Company Name appearing on artwork: Company ABC
Or
- Company EFG (which is name of contract mfg, distributor or sister company of license partner)

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Description of Ingredients



Description of the actual ingredient should always be in accordance with local regulatory guidelines. It is your responsibility to confirm that artwork meets the rigor of local regulations. GELITA assumes no responsibility or liability in this regard.

COMMON EXAMPLES

- Collagen peptides
- Hydrolyzed collagen
- Bioactive collagen peptides
- Depending on local regulations, brand names may also be used before the common names [i.e. VERISOL® collagen peptides]

Use of GELITA's Name or Logo



GELITA does not license its company name nor logo. As such, the GELITA logo and name should not appear in artwork. The only exception is an attribution statement. In those countries where an attribution statement is required (like in USA), only the outer package requires said attribution; inner packs do not.

CORRECT

- VERISOL® is a registered trademark of GELITA AG.
- VERISOL® is a registered trademark of GELITA.

INCORRECT

- VERISOL® is a registered trademark of → GELITA's logo is not approved for use.

Daily Recommended Dose



Trademark license partners must confirm that the appropriate daily dose of GELITA's ingredients are being used in the finished product.

CORRECT

• VERISOL®	2.5 g
• VERISOL® (from fish)	5 g
• FORTIGEL®	5 g
• FORITBONE®	5 g
• TENDOFORTE®	5 g
• BODYBALANCE®	15 g
• PeptENDURE®	15 g
• PETAGILE®(for dogs)	1 g / 5 kg weight
• PETAGILE®(for horses)	50 g

Questions



If you have questions related to GELITA's trademark usage guidelines, please contact your GELITA account manager directly.

CORRECT

- Directly contacting your GELITA account manager.

INCORRECT

- Contacting GELITA via webform.
→ The only appropriate contact is your account manager.
- Contacting other contacts at GELITA who are not your account manager.
→ The only appropriate contact is your account manager

GELITA excludes any warranty and/or liability for any and all claims arising from or in relation with statements made regarding its ingredients, including but not limited to claims based on allegedly misleading advertising and/or a violation of applicable local statutes and regulations. The positioning as well as the packaging, labelling and advertising of the client's products with GELITA's ingredients falls solely within the responsibility of the client, who must rely solely on the scientific studies to create their claims. The statements in this document have not been evaluated by the Food and Drug Administration nor by any local regulatory bodies, and the product(s) discussed herein is (are) not intended to diagnose, treat, cure or prevent any disease. The information contained herein is for business and informational purposes only. Although the information provided is, to the best of our knowledge, truthful and accurate, GELITA does not guarantee its accuracy. Companies desiring to incorporate any structure/ function claim in product labeling or advertising must consult with appropriate legal counsel to ensure any such claim is lawful and substantiated for the specific product and the desired market. GELITA assumes no responsibility for buyer's product claims.

Annex 4

Extension Request

1. We hereby request, pursuant to Clause 3 of the GELITA Trademark License Agreement, dated ("Agreement"): _____ an extension of the initial Term for another two (2) years with respect to the GELITA Trademark/s:

2. We are aware and expressly agree that in the event of an extension of the original Term by a further two (2) years, any further use of the GELITA Trademark beyond the extended term is prohibited in accordance with the terms of the Agreement. If we wish to continue using the GELITA Trademark after the extended term, we will contact GELITA in a timely manner to negotiate a new TLA.

3. We are fully aware and expressly agree that if GELITA does not extend the Term of the Agreement, we will be obligated to cease using the GELITA Trademark in accordance with the regulations of the Agreement.

Place, Date: _____

By: _____
Name: _____
Title: _____