



## TRADEMARK LICENSE AGREEMENT

This Agreement is entered into between

Arla Foods Ingredients Group P/S  
Sønderhøj 10  
DK-8260 Viby J  
Denmark  
(company reg. no. 33372116)

(hereinafter "the Licensor")

and

NANONEN S.L  
Ronda Auguste i Louis Lumiere 43-5  
46980 - Paterna – Valencia  
SPAIN  
(company reg. no. ES B98669690)

(hereinafter "the Licensee")

(Licensor and Licensee hereinafter severally be referred to as "Party" and jointly as "Parties")

### WHEREAS

- A. The Licensee wishes to license certain trademark rights of the Licensor relating to the Licensor's Lacprodan brand.
- B. The Licensor is willing to license out certain trademark rights to the Licensee relating to the Licensor's Lacprodan brand.

NOW THEREFORE, the Parties have entered into the following:

### 1. Licence

- 1.1 The Licensor hereby grants the Licensee a non-exclusive license to the registered trademarks Lacprodan (word) and Lacprodan (logo) as listed in Annex 1 (hereinafter "the Trademarks") and an exclusive license to the unregistered trademark "Lacprodan (logo)+ by Arla Foods Ingredients" (hereinafter "the Exclusive Trademark") as depicted in Annex 2, in the EU-countries ticked in Annex 1 only (hereinafter "the Territory").
- 1.2 The Trademarks and the Exclusive Trademark may only be applied to goods containing the Lacprodan ingredient produced by the Licensor and supplied by the Licensor to the Licensee. Furthermore, the Trademarks and the Exclusive Trademark may be used in online

marketing and communication on the Licensee's website provided the marketing and communication concerns goods containing the Lacprodan ingredients produced by the Licensor and supplied by the Licensor to the Licensee.

- 1.3 The Licensee acknowledges the Licensor's ownership of the Trademarks and the Exclusive Trademark. The Licensee shall not do or suffer to be done any act or thing that would in any way impair the Licensor's rights in and to the Trademarks and the Exclusive Trademark and shall not challenge the validity of any such rights. All use of the Trademarks and the Exclusive Trademark by the Licensee shall inure solely to the benefit of the Licensor.
- 1.4 The Trademarks and the Exclusive Trademark shall be used only in the way stipulated from time to time by the Licensor.

## **2. Product Content**

- 2.1 The goods on which the Trademarks and the Exclusive Trademark are to be used by the Licensee shall always contain the Lacprodan ingredient produced by the Licensor and supplied by the Licensor to the Licensee. Upon the Licensor's request, the Licensee shall send to the Licensor samples of the goods on which the Trademarks and the Exclusive Trademark are used.

## **3. Royalties**

- 3.1 The Licensee shall pay no separate royalties – besides the purchase price for the Lacprodan ingredients - for the right to use the Trademarks and the Exclusive Trademark granted according to this Agreement.

## **4. Term and Termination**

- 4.1 This Agreement shall come into force when duly signed by both parties and is concluded for an indefinite period of time. Either Party shall be entitled to terminate this Agreement by giving six (6) month's notice to the end of any month.

## **5. Governing law and venue**

- 5.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Denmark and shall be exclusively settled before the courts of law in Denmark.
- 5.2 Legal proceedings shall to the extent permissible be instigated at the Maritime and Commercial Court of Copenhagen

## **6. Miscellaneous**

- 6.1 This Agreement replaces any previously signed trademark license agreement between the same Parties concerning one or more of the trademarks listed in Annex 1.
- 6.2 Neither party shall be entitled to assign its rights and duties according to this Agreement to any third party, including to grant sub-licenses. Irrespective thereof, the Licensee shall be entitled to have the goods, on which the Trademarks and the Exclusive Trademark are to be used, manufactured by third parties.

6.3 This Agreement is effective when signed by both Parties.

## 7. Signatures/Execution

7.1 This Agreement may be executed in any relevant number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or by means of digital signature, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such signature were an original.

### For and on behalf of the Licensors:

Place and date: INSERT PLACE May 22, 2023

Name: Troels Nørgaard Laursen  
Title: Director – Health & Performance Nutrition

Signature:

DocuSigned by:  
*Troels Nørgaard Laursen*  
5261C580BA2E4D8...

### For and on behalf of the Licensee:


Place and date: INSERT PLACE abril 28, 2023

Name: Israel Palau Aleixandre  
Title: CEO

Signature:

DocuSigned by:  
*[Signature]*  
0F582D98ABF44F5...

# ANNEX 1

Trademark	Country/region	Registration number	Filing date
LACPRODAN	EU	307397	1 April 1996
	EU	018554812	8 September 2021

The Territory includes only the EU-countries check-marked below:

Austria	Italy
Belgium	Latvia
Bulgaria	Lithuania
Croatia	Luxembourg
Republic of Cyprus	Malta
Czech Republic	Netherlands
Denmark	Poland
Estonia	Portugal
Finland	Romania
France	Slovakia
Germany	Slovenia
Greece	<input checked="" type="checkbox"/> Spain
Hungary	Sweden
Ireland	

## ANNEX 2

