



## UC-II® TRADEMARK LICENSE AGREEMENT


This Trademark License Agreement (the "Agreement") is made and entered into as of October 1, 2023 (the "Effective Date"), by and between Lonza Greenwood LLC with address at 535 North Emerald Road, Greenwood, SC 29646, USA ("Licensor") and Lovita Foods International Corporation with address at 6F., No.815, Sec. 5, Zhongxiao E. Rd., Nangang Dist., Taipei City 11562, Taiwan ("Licensee" and together with Licensor, the "Parties").

WHEREAS, Licensor is the owner of the Trademarks set forth on Exhibit A hereto and desires to grant to Licensee the right to use Trademarks only in conjunction with the Product (defined as Licensor's proprietary UC-II® ingredient containing undenatured type-II collagen manufactured exclusively by Licensor or its affiliates and purchased from Licensor or its affiliates or its authorized distributors).

WHEREAS, Licensee desires a license to use the Trademarks in conjunction with the Product only in the Territory (defined as Taiwan and United States of America), subject to the terms of Exhibit B (Product Labeling Guidelines), said Product to be used in Licensee's finished goods, namely pet and/or companion animal supplements for animal consumption only ("Goods") and to manufacture, sell, market and distribute Goods containing said Product through pharmacies, as well as online channels ("Channels"), wherein Channels exclude sales for use with cats in all veterinary channels in United States of America ("Excluded Channels"), wherein Excluded Channels does not include full meals. Licensee shall not at any time during the term hereof manufacture or distribute Goods containing Product under any private label (namely, any control brand, store brand, proprietary brand or "house" brand that is owned, licensed or controlled by companies that sell in the food, drug, mass or club channels in the Territory).

NOWHEREFORE, in consideration of the foregoing premises and for good and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. Grant & Term. Licensor hereby and hereunder grants to Licensee a limited, non-exclusive royalty-free license to use the Trademarks specified on Exhibit A hereto in the Territory, subject to the terms of this Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of five (5) years, unless terminated earlier, under the terms of this Agreement.
2. Use of Trademarks. Licensee shall secure Licensor's prior approval of any labeling or packaging material prepared by Licensee for use of the Trademarks pursuant to Exhibit B, such approval to be provided within ten (10) business days or deemed approved by Licensor. Licensee undertakes to comply substantially with all applicable laws and regulations pertaining to use of the Trademarks and Product and any labeling requirements enforced at any time in jurisdictions in which it sells Goods containing Product. Licensee shall clearly indicate Licensor's interest in the Trademarks at least once in such material by use of the following language: "UC-II® is a Lonza trademark".
3. Protection of Trademarks. Licensee acknowledges Licensor's interest in the Trademarks and shall not do any act contesting or impairing the Trademarks, that use of the Trademarks shall not create in Licensee's favor any right, title or interest in or to the Trademarks, and all uses of the Trademarks by Licensee shall inure to the benefit of Licensor. Upon termination of this Agreement in any manner provided herein, Licensee shall cease and desist from all use of the Trademarks and shall at no time, adopt, use or file any word or design mark which is likely to be similar or confusing with the Trademarks, anywhere in the world. Licensee, upon becoming aware of any claims of infringement or misuse of the Trademarks shall promptly report the same to Licensor, and any defense of the Trademarks shall be in the sole discretion and cost of Licensor.

<p>4. <u>Indemnification.</u> Licensee shall indemnify and hold Licensor harmless from and against any and all liability, loss, damage, action, claim or expense (including reasonable attorneys' fees) arising out of Licensee's use of the Trademarks in any manner other than as expressly permitted by this Agreement, or Licensee's breach of this Agreement. Licensor shall bear no responsibility for the content of marketing and packaging material prepared by Licensee for the sale of Goods and/or compliance with any applicable laws or regulations, all of which shall be Licensee's sole responsibility. Licensee shall indemnify and hold Licensor and/or its affiliates harmless for any and all claims, demands, assertions, losses or damages for liability that may arise from the manufacture, sale, marketing and distribution of Goods. Licensor makes no representations or warranties, express or implied, statutory or otherwise, and expressly disclaims any and all representations and warranties including any infringement of third party intellectual property rights.</p> <p>5. <u>No Assignment/Sublicense.</u> No rights hereunder, may be assigned or sublicensed by Licensee. Any assignment or sublicense of this Agreement or the rights hereunder shall be null and void.</p> <p>6. <u>Termination.</u> Licensor may terminate this Agreement (i) if, in its reasonable judgment, Licensee has threatened to breach or has breached any of the terms of the Agreement and failed to cure the breach within thirty (30) days, (ii) if Licensee becomes insolvent, or files a voluntary or involuntary petition in bankruptcy, (iii) if damage to Licensor's brand may occur by Licensee's continued use of Trademarks, (iv) if Licensor provides sixty (60) day prior written notice to Licensee of termination, or (v) if Licensee ceases to purchase Product from Licensor or its affiliates during any twelve (12) month period. However, with the exception of clause 6(iii), Licensee may sell-through any existing inventory no longer than twelve (12) months from termination or by Product expiry date, whichever occurs first, under the terms of this Agreement. Any sale of the Trademarks by Licensor shall terminate this Agreement automatically.</p>	<p>7. <u>International Trade Restrictions.</u> Licensee shall comply with all United Nations and United States of America and any other relevant nations' export, control, trade and financial sanctions laws, rules and regulations ("International Trade Restrictions") in performance with this Agreement. Licensee shall not export, reexport, or otherwise deal with the Product, directly or indirectly, without first obtaining all necessary written consents, permits and authorizations, and completing such formalities as may be required by any applicable International Trade Restrictions.</p> <p>8. <u>Miscellaneous.</u> (i) <u>Entire Agreement:</u> This Agreement (including its Exhibits) constitutes the entire agreement between the Parties and supersedes all previous oral or written agreements. Licensee agrees that in the event of any conflict or inconsistency between the terms and/or conditions of this Agreement and a purchase order from Licensee, the terms and conditions of this Agreement shall prevail. All amendments to this Agreement shall be in writing and signed by both Parties. Parties agree that to the extent they sign and deliver Agreement electronically, their electronic signature is the legally binding equivalent to their handwritten signature. (ii) <u>No Waivers:</u> The failure or delay of any Party in exercising any right granted hereunder shall not constitute a waiver of any such right and any single or partial exercise of any particular right by such Party shall not exhaust the same or constitute a waiver of any other right provided herein. (iii) <u>Choice of Law:</u> This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA and the Parties agree that jurisdiction and venue for any dispute regarding this Agreement shall be in the State of New York, USA.</p> <p>IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.</p> <p>Lonza Greenwood LLC</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Lovita Foods International Corporation</p> <p>Signed:  _____</p> <p>Name: _____</p>
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**Lonza**

EXHIBIT A

Trademarks

**UC-II®**







## EXHIBIT B

### Product Labeling Guidelines

*PRODUCT NAME*  
*DESCRIPTION*

UC-II®  
UC-II® ingredient containing undenatured (native)  
type-II collagen

*REQUIRED DOSAGE*

40 mgs UC-II® per day for canine  
320 - 480 mg UC-II® per day for equine

Please note that restrictions may apply with regard to maximum levels due to local regulatory requirements.

#### *DISCLAIMERS*

- Licensors are not responsible for any patent information or claims or any other information on Licensee's labels, all of which is Licensee's sole responsibility.
- Licensors shall not assume any responsibility for any use of the Trademarks by Licensee in nations where the Trademark logo may not comply with applicable laws or regulations, it is Licensee's responsibility to check the same and ensure compliance.
- Licensors shall not assume any responsibility for any deviation from these Product Labeling Guidelines on Licensee's labels, packaging, product inserts or any other marketing material, whether or not such deviation is to ensure compliance with applicable laws or regulations in the Territory.

#### *REQUIRED OWNERSHIP ACKNOWLEDGEMENT*

UC-II® is a Lonza trademark.

#### *OTHER GUIDELINES*

- Licensee shall use Trademarks with Product only in conjunction with Licensee's brand/logo on the Goods label/packaging, with Trademark logo and ownership acknowledgement positioned on front or rear panel of Licensee's Goods label/packaging.
- Licensee shall not use the Trademarks or any portion thereof as the sole brand name for the Goods.
- Licensee shall not use Trademarks or any portion of Trademarks as a generic descriptor or as part of Licensee's Goods brand/logo, in any manner, in sales or promotion of Goods.
- Licensee shall only use the logo provided by Licensors in the color scheme provided herein or in a black and white color scheme, without making changes to the proportions of the Trademark logo.
- Licensee shall not present Trademarks or design of Licensee's label/packaging in a manner that implies any ownership by Licensee of the Trademarks or creates any confusion in trade as to the source of the Product.