



## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is made and entered into as of March 10, 2022 (the "Effective Date") by and between Kerry Inc. ("Kerry"), and BAIDAYI ENTERPRISE CO., LTD. ("Licensee").

### Recitals

A. Kerry Group plc, together with its subsidiaries (collectively, "Kerry Group"), develops, manufactures, and delivers technology-based functional ingredients for the food, beverage, and pharmaceutical industries.

B. Kerry, a member of the Kerry Group, is the manufacturer and marketer of Wellmune<sup>®</sup> (baker's yeast beta glucan) and other related technologies (collectively, the "Product(s)") and sells the Products under trademarks owned or licensed by Kerry, each as set forth on **Exhibit A** and referred to collectively as the "Licensed Marks" unless separately or individually identified herein.

### I. License

A. Licensee is granted a non-exclusive right and license for the Term (as defined herein) to incorporate the Product into the Finished Goods (as defined herein) and to use the Licensed Marks on the containers, labelling, packaging, advertising and marketing of the Finished Goods in the Territory (as defined herein). Licensee may also use certain Kerry proprietary research data, marketing collateral and other Product-related materials or information as may be provided and approved by Kerry, provided Licensee abides by the conditions and requirements herein.

### II. Authorized Finished Goods and Territory for Distribution

A. Licensee intends to market one or more finished goods (individually and collectively, the "Finished Goods") that contain a Product at the inclusion rate per serving daily and in the geographic territories (the "Territory") specifically described on **Exhibit B**.

### III. Trademark and Marketing Requirements:

A. Licensee shall only use the Licensed Marks on the containers, labelling, packaging, advertising and marketing for the Finished Goods in strict accordance with the current Kerry style or brand guides. All use, promotions, marketing and advertising by Licensee under, in connection with, and/or associated with the Licensed Marks and other materials licensed by Kerry herein shall be conducted in strict accordance with the standards, rules and procedures set by Kerry, which Kerry may unilaterally change from time to time.

B. Licensee agrees to:

1. Identify the Licensed Marks as trademarks of Kerry Group wherever the Licensed Marks are used in Licensee's labelling, packaging, advertising and marketing for any Finished Goods.
2. Affix the following trademark notice to the containers, labels, packaging, advertising and marketing materials for the Finished Goods: "[product name] is a registered trademark of Kerry Group."
3. Submit containers, labels, packaging, advertising and marketing materials for the Finished Goods containing Product to Kerry for approval prior to printing or distribution.
4. With respect to the Finished Goods, comply with all applicable laws and regulations, including FDA-FTC or equivalent regulatory guidelines in all marketing materials, advertisements and labeling claims, and structure / function claims. Licensee specifically agrees to make no disease claims associated with any Product and to have all packaging reviewed by qualified regulatory counsel.

**C. Labeling Requirements**

All labeling for the Finished Goods must be in accordance with the Kerry's current style or brand guide, which may be revised by Kerry from time to time in Kerry's sole discretion.

**D. Product Submission Requirements**

Licensee shall provide two of each Finished Goods containing Product to Kerry upon completion and shall provide to Kerry a reasonable number of additional sample Finished Goods upon Kerry's request.

**IV. Restrictions on Use**

**A.** Use of the Licensed Marks and other materials licensed herein is restricted as set forth herein. Licensee agrees that it shall not feature, display nor relate in any manner, either directly or indirectly, the Licensed Marks, any other Kerry Group trademark, patent number(s) relating to the Products or research data on or relating to any of its Finished Goods or ingredients that do not contain a Product.

**B.** Licensee agrees that its rights under this Agreement are limited to the Territory.

**V. Contract Manufacturers.** Set forth on Exhibit C is the list of each contract manufacturer and/or vendor engaged in manufacturing any of the Finished Goods for Licensee. Licensee agrees that all of its contract manufacturers and/or vendors involved in the manufacturing of any of the Finished Goods that are a part of this Agreement shall be made aware of and shall be required to comply with the terms and conditions of this Agreement. Licensee further agrees to assume full responsibility for compliance of its contract manufacturing and/or vendors to the covenants described herein.

**VI. No Resale** Licensee understands and agrees that Product is to be used only for Finished Goods. Further, Licensee warrants that neither it nor its contract manufacturers and/or vendors involved in the manufacturing of Finished Goods will resell the Product, except as the Product may be incorporated into Finished Goods.

**VII. Product Additions:** Licensee may request to add additional Finished Goods to this Agreement by notifying Kerry in writing. All such additions are subject to the written approval of Kerry and if approved, to the terms and conditions described herein.

**VIII. Indemnity:** Kerry shall indemnify, defend and hold harmless Licensee, its affiliates, and their respective officers, directors, employees and agents from and against any and all liability, damage, loss, cost or expense (including all attorney's fees and costs) arising out of any third party claims or suits for personal injury resulting from Kerry's negligent act or omission in connection with the manufacture of any of the Products hereunder.

Licensee shall indemnify, defend and hold harmless Kerry, their affiliates and their respective officers, directors, employees and agents from and against any and all liability, damage, loss, cost or expense (including all attorney's fees and costs) arising out of any third party claims or suits for damages or injury resulting from Licensee's storage, shipment or promotion of the Product and the manufacture, packaging, storage, sale, shipment, promotion, or distribution of any product containing the Product, including the Finished Goods.

Any obligation to indemnify is conditioned upon the indemnified party:

1. advising the indemnifying party of any claim or proceeding, in writing, within fifteen (15) days after the indemnified party has received notice of said claim or proceeding or within such a time frame as not to materially prejudice the rights of the indemnifying party,
2. assisting and cooperating with the indemnifying party and its representatives in defense of any such proceeding and/or claim,
3. indemnifying party, shall assume responsibility at its expense for the handling and defense of such claim or suit against claiming party, including any settlement, and
4. indemnified party shall have the right to select and control counsel at claiming party's expense.

**IX. Term:** Subject to Section X herein, this Agreement is valid for 1 year following acceptance of an executed agreement by Kerry, and automatically renews in one-year increments unless cancelled by either party upon ninety (90) days' written notice.

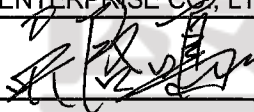
**X. Termination:** Licensee understands that the Licensed Trademarks are the intellectual property of Kerry, and notwithstanding anything herein to the contrary, Kerry retains the right without Licensee recourse to cancel or alter this agreement as it may find necessary.

**XI. Conflict With Other Documents** Licensee agrees that in the event of any conflict or inconsistency between the terms and/or conditions of this Agreement and of any other document, instrument or agreement, oral or written, by and between Licensee and any other member of the Kerry Group (including, but not limited to, any purchase order of Licensee), the terms and conditions of this Agreement shall be controlling over and supersede the terms and conditions of such other document, instrument or agreement.

**XII. Limit of Liability:** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS OR LOST SALES SUFFERED OR INCURRED BY A PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE MATTERS CONTEMPLATED BY THIS AGREEMENT.

**XIII. Governing Law:** This agreement and all transactions hereunder shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding the choice of laws rules thereof. Kerry and Licensee each hereby consent to the personal jurisdiction of and venue in the state and federal courts sitting in Milwaukee, Wisconsin and hereby waive their right to object to any such court hearing a dispute related to this agreement or the parties' performance hereunder on the grounds of improper venue, forum non conveniens or similar grounds.

As an authorized representative of Licensee, I hereby agree to the above.

<b>Kerry Inc.</b> _____	BAIDAYI ENTERPRISE CO., LTD _____
Signature: _____	Signature:  _____
Printed Name: _____	Printed Name: Jack Wu _____
Title: _____	Title: General Manager _____
Date: _____	Date: March 10, 2022 _____

Kerry Account Manager: \_\_\_\_\_

EXHIBIT A

TRADEMARK LOGO USAGE REQUIREMENTS



MCC 百醫醫生

線上瀏覽查詢，未經同意請勿任意

- Trademarked logos for use on finished goods packaging.
- See guidelines for trademark usage in current Style Guides or other Brand Guides as provided by Kerry.
- Kerry reserves the right to approve usage of any trademark in all applications.

EXHIBIT B

PRODUCT; FINISHED GOODS; TERRITORY

For purposes of this Trademark License Agreement:

1. The term "Product" shall mean:

**Wellmune**

2. The "Finished Goods," the relevant Ingredients and the inclusion rate per serving daily of each Product in the relevant Finished Goods shall consist of:

<u>Ingredient</u>	<u>Inclusion Rate per Serving Daily</u>	<u>Finished Goods</u>
<b>Wellmune</b>	<b>450mg Wellmune per serving</b>	<b>酵母β-葡聚糖膠囊 Yeast Beta-Glucan Capsule</b>

3. The "Territory" in which Finished Goods may be sold by Licensee shall consist of:

<u>Finished Goods</u>	<u>Territory</u>
<b>酵母β-葡聚糖膠囊 Yeast Beta-Glucan Capsule</b>	<b>Taiwan</b>

EXHIBIT C

Contract Packagers / Manufacturers Authorized by Licensee:

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Kerry Account Manager: \_\_\_\_\_

MCMC 百醫醫生



線上瀏覽查詢，未經同意請勿任意