

TRADEMARK LICENCE AGREEMENT

PARTIES

	CARBERY	LICENSEE
Legal Name	Carbery Food Ingredients Limited	IAF NETWORK SRL
Incorporated in:	Ireland	ITALY
Registered No.	22819	02424060982
Address	Ballineen Co. Cork Ireland	VIA FUELO 46-25125 BRESCIA (BS) ITALY
Telephone:	+353 23 8822200	030-7751466
Contact Person:		VERONICA AMBROGIO
E-mail:		VERONICA.A@YAMAMOTO

(each a "Party" and together the "Parties")

NUTRITION. COU

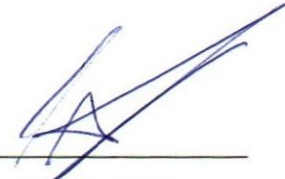
KEY TERMS

Carbery Ingredient:	OPTIPEP® whey protein hydrolysates.
Licensed Mark:	Grass Fed Logo
Notice Period:	90 days
Permitted Use:	Inclusion of the Licensed Mark in words in the ingredient branding on the Permitted Products. Use of the Licensed Mark logo on the packaging and point of sales materials in accordance with Brand Guidelines. All use is subject to prior approval.
Permitted Product:	[Name of Licensee Product], which must contain whey protein [hydrolysates] ¹ of which not less than 100% consists of the Carbery Ingredient.

This licence agreement between Carbery and the Licensee in connection with the Licensee's use of the Licensed Mark ("this Licence") is constituted by this memorandum of agreement and the attached Schedule 1 (*terms and conditions*).

This Licence is executed by the Parties, and each person executing this Licence represents that he or she has the authority to sign on behalf of the Party which he or she purports to bind.

SIGNED for and on behalf of CARBERY FOOD INGREDIENTS LIMITED by	SIGNED for and on behalf of <INSERT FULL NAME OF THE LICENSEE>
Signed: _____	Signed: 
Name: _____	Name: <u>ALESSANDRO CORADI</u>
Title: _____	Title: <u>CEO</u>
Date: _____	Date: <u>19-06-2019</u>


¹ Delete as appropriate

indemnified the Licensee Carbery shall be entitled to all damages or other sums received as a consequence of such action.

- (c) All damages or other sums received as a consequence of action to enforce the rights in respect of the Licensed Mark (net of the direct costs of such recovery, which shall go to reimburse the Party or Parties incurring them) shall be shared between Carbery and the Licensee in such a manner as is fair and reasonable, regard being had to the infringement concerned and its effect on the Licensee and its effect on Carbery and any other persons using any of Carbery's trademarks or brands with its consent. The Licensee acknowledges that the infringement of rights in respect of the Licensed Mark may operate to the prejudice of the persons using other trademarks or brands belonging to Carbery and for these purposes, Carbery shall be taken to have the interests, and to have suffered the effects, losses and damages of all persons (other than the Licensee) using all or any of Carbery's with Carbery's consent.

9. **Infringement of Third Party Rights:**

- (a) If any warning letter or other notice of infringement is received by a Party, or legal suit or other action is brought against a party, alleging infringement of third party rights in the use of the Licensed Mark, that Party shall promptly provide full details to the other party, and the Parties shall discuss the best way to respond to that communication.
- (b) The Licensee shall be entitled (for itself but not for Carbery or any other authorised user of any of Carbery's trademarks or brands) to defend and to settle any suit, action or proceedings brought against it in respect of any such infringement **provided that** if any such defence or settlement involves the making of any statement, express or implied, concerning the validity of Carbery's intellectual property any part of it, the consent of Carbery must be obtained before taking such action or making such settlement.
- (c) Carbery makes no representation or warranty as to its entitlement to use, register or license the Licensed Mark to the Licensee, and the Licensee acknowledges that it uses the Licensed Mark entirely at its own risk.

10. **Permitted Products:** The Licensee shall ensure that each Permitted Product is manufactured to a high and consistent quality and is compliant with all applicable laws and regulations concerning the manufacture, distribution and advertising of that Permitted Product.

11. **Indemnity:** The Licensee shall indemnify and hold harmless Carbery on demand from and against any and all costs, fees, awards, penalties, liabilities, judgements and claim arising out of or in connection with any defect in the Permitted Product or any claims relating to the manufacture, distribution, sale or marketing of Permitted Products.

12. **No implied terms:** The terms of Licence are in lieu of all other conditions, warranties and other terms which might but for this Clause have effect between Carbery and the Licensee or would otherwise be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise (including the implied conditions, warranties or other terms as to non-infringement, satisfactory quality, fitness for purpose or as to the use of reasonable skill and care), all of which are excluded.

13. **Duration:** This Licence shall commence on the date it is executed by both Parties and shall continue in full force and effect provided always the conditions in Clause 2 (*condition*) are met and shall be subject to early termination by Carbery in accordance with Clauses 14 or 15.

14. **Termination by either Party:** Either Party shall be entitled to terminate this Licence without cause at any time by giving to the other written notice of not less than period of notice specified on the signature page to this Licence.

15. **Termination by Carbery:** Carbery shall be entitled to terminate this Licence by written notice to the Licensees (with immediate effect or with effect from such later date as Carbery may specify in that notice) if any of the following events occur in respect of the Licensees (regardless of whether such events are voluntary or involuntary or occur by operation of law or pursuant to or in compliance with any judgement, decree or order of any court or otherwise):

- (a) the Licensee fails to comply with any obligation on its part under this Licence, which failure is, in the opinion of Carbery, material, and either that failure is not (in Carbery's

23. **Waivers, Remedies Cumulative:** Each of the rights of each Party under this Licence may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that Party may have under this Licence, law or otherwise; and may be waived only in writing and specifically. Delay by a Party in exercising, or the non-exercise by a Party of, any such right will not constitute a waiver of that right.
24. **Amendments:** Any amendment to this Licence must be in writing and duly signed for and on behalf of each of the Parties.
25. **Law:** This Licence and any non-contractual obligations arising out of or in connection with this Licence shall be governed by, and construed in accordance with, the laws of Ireland.
26. **Jurisdiction:** The Irish courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Licence and any non-contractual obligations arising out of or in connection with this Licence and the Parties submit to the exclusive jurisdiction of the Irish courts for that purpose.
27. **Construction:** In this Licence, unless the contrary intention is stated, a reference to:
- (a) a person shall be construed as a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (b) a person includes that person's legal personal representatives, successors and permitted assigns;
 - (c) any agreement document or instrument is to the same as amended, novated, modified, supplemented or replaced from time to time;
 - (d) a clause or other provision is a reference to a clause or provision of this Licence, and any reference to a sub provision is, unless otherwise stated, a reference to a sub provision of the provision in which the reference appears;
 - (e) 'including' means comprising, but not by way of limitation to any class, list or category;
 - (f) any Irish legal or accounting term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal or accounting document, legal or accounting status, court, governmental or administrative authority or agency, accounting body, official or any legal or accounting concept practice or principle or thing shall in respect of any jurisdiction other than Ireland be deemed to include what most approximates in that jurisdiction to the Irish legal or accounting term concerned; and
 - (g) 'writing' shall include a reference to any electronic mode of representing or reproducing words in visible form.
28. **Certain Rules of Construction dis-applied:** If any ambiguity or question of intent or interpretation arises, this Licence shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Licence.
29. **Headings:** Headings and captions are to be ignored in the construction of this Licence.