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AlzChem Trostberg GmbH · Postfach 1262 · 83303 Trostberg · Germany

AlzChem Trostberg GmbH
Dr.-Albert-Frank-Str. 32
83308 Trostberg
Germany

www.alzchem.com

Tsunami Nutrition SRL
Mr Daniele Deangeli
Via Mura dei Francesi 1
00043 Ciampino – Rome
ITALY

31 January 2019

Sales Nutrition

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TLA@creapure.com

Trademark Licensee Agreement

Dear Mr Deangeli

Please find enclosed the countersigned Trademark License Agreement for your files.

Yours sincerely

AlzChem Trostberg GmbH

i. A. Kathrin Hieke
Marketing Assistant

AlzChem Trostberg GmbH

CHEMICAL PARK TROSTBERG

District Court Traunstein
Commercial Register HRB 26599
VAT number: DE814722959

Executive Board

Ulli Seibel
Klaus Englmaier
Andreas Niedermaier
Chairman of Supervisory Board
Markus Zöllner

Bank Accounts

Deutsche Bank AG
SWIFT-BIC: DEUTDEMMXXX
IBAN: DE28 7007 0010 0202 4321 00

UniCredit Bank AG
SWIFT-BIC: HYVEDEMMXXX
IBAN: DE89 7102 2182 0332 4047 84

- (4) This Agreement is binding upon and shall be to the benefit of the Parties hereto and their respective successors and permitted assigns, provided, however, that no Party may transfer, assign or sublicense ("assign") this Agreement as a whole or any right or obligation hereunder without the prior written consent of the other Party. In the event of a Party furnishing to the other Party a written consent authorizing that Party to an assignment to a Third Party, such assignment shall only become effective upon the proposed Third Party assignee agreeing in writing to be bound by the terms and conditions of the Agreement. However, Licensor may assign this Agreement without the prior written consent of Licensee to any Third Party that is an affiliated company of the Licensor according to Article 15 et seq. of the German Stock Corporation Law (Aktiengesetz - AktG).
- (5) Any dispute, controversy or claim 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. The place of arbitration shall be Geneva (Switzerland). The language of the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the law of the Federal Republic of Germany.

In witness thereof, the Parties have executed this Agreement in two (2) originals.

Trostberg, 28.01.2019
Place of Business, Date

Ciampino (Rome), 10/01/2019
Place of Business, Date

AlzChem Trostberg GmbH

Tsunami Nutrition S.r.l.

ppa. P. Sauer / Dr. P. Hafner

Daniele Deangeli

Name: Dr. Sauer Dr. Hafner
Title: Head of Marketing Manager
Patent Department Renewable Energy & Nutrition

Name: Daniele Deangeli
Title: Business Manager

Annexes

pc1

Trademark License Agreement

between

AlzChem Trostberg GmbH
Dr.-Albert-Frank-Str. 32
83308 Trostberg
Federal Republic of Germany

(- hereinafter referred to as "AlzChem" -)

and

Tsunami Nutrition S.r.l.
Via Mura dei Francesi 14
00043 Ciampino (Rome)
Italy

(- hereinafter referred to as "Tsunami Nutrition" -)

(- hereinafter AlzChem and Tsunami Nutrition also referred to as a "Party" or jointly the "Parties" -)

Preamble

WHEREAS, AlzChem is a long time manufacturer and distributor of Creatine Monohydrate and salts thereof and Creatine-containing Products.

WHEREAS, AlzChem is owner of the trademark families Creapure[®] and Creapure(Seal)[®] which are filed or registered in the countries according to Annex 1.

WHEREAS, Tsunami Nutrition is manufacturer and distributor of dietary or nutritional supplements and/ or food products.

WHEREAS, with regard to the trademark families Creapure[®] and Creapure(Seal)[®] Tsunami Nutrition intends to take a license for a licensed market from AlzChem and AlzChem is willing to grant such license to Tsunami Nutrition.

NOW, THEREFORE, the Parties agree as follows:

§ 1 Definition

"Agreement" means this Trademark License Agreement.

"License Trademark" means the trademark families Creapure® and Creapure (Seal)® as set forth in Annex 1, that are used for the sale and marketing of Creatine Monohydrate as well as other Creatine-containing Products produced by AlzChem.

"Licensed Market" covers the use of License Trademark in the context of dietary or nutritional supplements and food products; excluded is the use for chemical products, cosmetic products or pharmaceutical products.

"Licensee" means Tsunami Nutrition.

"Licensee Product" means any product of Licensee, including, consisting of or comprising Product in an essentially amount of the recommended daily dose and for which AlzChem has given its approval according to §4(4)(5) of this Agreement.

"Licensor" means AlzChem.

"Product" means Creatine Monohydrate (min. 94 %) blended with max. 6 % Sodium Carbonates, produced by AlzChem.

"Territory" means any country for which AlzChem has granted a License according to this Agreement, namely any country or state as set forth in Annex 1.

"Third Party" means any natural or legal person or organization not being a Party according to this Agreement.

§ 2 License

- (1) During the term of this Agreement Licensor grants Licensee a non-exclusive and non-transferable license for the use of License Trademark for Product in the Territory according to this Agreement (hereinafter also the "License"); the use according to the License means,
 - a) labeling the Licensee Product with the License Trademark.
 - b) using the License Trademark for promotion, advertisement and sale of Licensee Product, especially with websites, printing matters, brochures or flyers for Licensee Product.
- (2) Non-exclusive according to this Agreement means that Licensor itself retains the ongoing right to use the License Trademark for the Product or any other products, goods and services as well as that Licensor retains the ongoing right to grant further licenses for the use of License Trademark.
- (3) Licensee is not allowed to use the License Trademark neither as a whole nor a part thereof i) as its own company name or business name, ii) as a sign or part of its internet domain, iii) as name of a social media profile, or iv) a sign for differentiating its own business unit from others.

- (4) Licensee obligates itself to use the License Trademark only in connection with Licensee Product as far as the use is directed to the Licensed Market. Any other use, especially the use for products, goods or services that are not comprised within the Licensed Market or the use for other products of Licensee different from Licensee Product are not authorized by this Agreement.
- (5) Licensee obligates itself further:
 - a) to use no other brands, trade names or product designations as the License Trademark in connection with the marketing or the sales of the Licensee's Products without previous written approval of Licensor.
 - b) not to use the License Trademark in connection with any Licensee's Products containing Creatine, Creatine Monohydrate or Creatine salts or derivatives which is not descended from Licensor's origin or source.
 - c) not to use the License Trademark in connection with any Licensee's Products containing substances (ingredients), that are listed in the currently valid version of the Prohibited List of WADA or that are in the Monitoring Program by WADA.
 - d) not to use the License Trademark in connection with any Licensee's Products containing chemical modified Product.
 - e) to advertise, promote or sale Licensee's Products only in a way which does not damage the existing image of the License Trademark.
- (6) Licensee is not allowed to grant any sublicense to Third Parties.
- (7) Licensee will keep Licensor informed during the term of this Agreement about any Third Party's interest in a license of the License Trademark. Licensor reserves itself the right to grant or not to grant further licenses in its own interest.
- (8) Licensee is not allowed to pledge the rights to use the License Trademark given with this Agreement nor to make it to the object of other rights in rem.
- (9) Licensee is obliged to stop any activities concerned with License Trademark if/when this Agreement is terminated.

§ 3 License fees and costs

- (1) The License granted hereunder and the use of the License Trademark goes along with the purchase of the Product and occurs free of charge, provided that the purchase of Product exceeds a minimum order quantity of 100 kg Product per calendar year. Should Licensee not be able to or want to verify the minimum order quantity, Licensor is entitled to terminate this Agreement according to §9 (1) of this Agreement.
- (2) For the avoidance of doubt Licensee shall bear all costs for the use of the License Trademark, in particular for printing any label as well as any advertising material for Licensee Product.
- (3) In return Licensor shall be responsible for the License Trademark and is obliged to use commercially reasonable efforts to file, prosecute and maintain the License Trademark and to bear any costs linked herewith.

§ 4 Labeling and proof of use

- (1) The individual customized "Creapure(Seal)" must be reproduced at least once on each Licensee Product. It cannot be altered (trimmed, color modified, etc.), and only proportionally adjusted as necessary. Minimum size and spacing must be observed.
- (2) A dissemination of the individual customized "Creapure(Seal)" is not permitted – except to an advertising agency which is instructed to design the label for Licensee Product.
- (3) Licensee is obliged to label any Licensee Product, that is promoted and/or sold or otherwise marketed within Licensed Market, according to the following regulations:
 - a) not to use the License Trademark neither identically nor similarly nor in modified form as a name of the Licensee Product;
 - b) the trademark Creapure[®] has to be used only with specified syntax and style given by Licensor;
 - c) the trademark Creapure(Seal)[®] has to be used only with specified layout, form and colors given by Licensor;
 - d) the trademarks Creapure[®] and Creapure(Seal)[®] have to be used only beside the Licensee's main trademark as so-called secondary or minor trademark which characterizes the overall picture of the Licensee Product in comparison to the main trademark in a less distinctive manner.
- (4) Licensor has to approve the layout of the whole label of Licensee Product before any commercial use thereof. The approval relates only to the use of the License Trademark in the presented form. The responsibility for any other content, especially text content or image, is incumbent alone upon Licensee.
- (5) In case of any significant changes of the approved label, Licensee is obliged to send the new Licensee Product label including the License Trademark unsolicited to Licensor to renew the approval. The renewed approval relates only to the use of the License Trademark in the presented form. The responsibility for any other content, especially text content or image, is incumbent alone upon Licensee. Licensee is obliged to instruct its online-shops and those online-shops commissioned by Licensee to show the new approved label only.
- (6) Licensee is obliged to verify the use of License Trademark in Licensed Market. The use has to be verified once a year at the latest four (4) months before the term or renewed term according to §9(1) of this Agreement. Should Licensee not be able to or not want to verify the use, Licensor is entitled to terminate this Agreement with immediate effect.
- (7) Licensee is obliged to disclose a summary about the joint marketing activities in connection with the Licensee Product and the License Trademark according to Annex 2. This summary has to be disclosed once a year at least four (4) months before the term or renewed term according to §9(1) of this Agreement.

§ 5 Quality assurance and Control System

- (1) Licensor and Licensee agree about the fact that the quality assurance and control system of Licensor, especially the quality assurance and control system of Licensor's Product, may be enhanced. Therefore Licensor is entitled to develop, to enhance and/or to change the demands of its quality assurance system and control system in adequate manner.
- (2) According to para. (1) of this section Licensee is obliged to document the flow of Product, in particular, but without limitation, the purchase, transport, storage, processing, packaging and sales of Product, under specification of amounts and dates in writing and in a completely and understandably manner. The above mentioned documentation of Product has to be retained in Licensee's files at least for five years.
- (3) According to para. (1) of this section Licensee has to ensure that the quality of the Product is preserved during transport and storage of the Product, as well as during production and packaging of Licensee Product. Impure or contaminated or damaged Product must not be brought into the market by Licensee.
- (4) For the purpose of quality assurance Licensor is entitled to check or control Product randomly by its own employees or by a Third Party commissioned by Licensor.
- (5) Furthermore Licensor is entitled to carry out a quality audit in the production plants of Licensee in order to assure the quality of Licensee Product by a Third Party commissioned by Licensor.

§ 6 Warranty and Liability and Indemnification

- (1) Licensor represents and warrants (gewährleistet), that
 - a) Licensor is the owner of the License Trademark and is able to dispose of the License Trademark in its entirety.
 - b) Licensor is not aware of any legal deficiencies on the License Trademark.A guarantee (Garantie) or warranty (Gewährleistung) for the freedom from unknown defects is expressly excluded.
- (2) To the best of its knowledge Licensor is currently not aware of any Third Party's right which might prevent the registration or the use of the License Trademark according to this Agreement. A guarantee (Garantie) or warranty (Gewährleistung) for the non-existence such Third Party's right is expressly excluded.
- (3) Licensor gives no guarantee (Garantie), warranty (Gewährleistung) or liability (Haftung) for material defects and legal faults, in particular but without limitation, no guarantee, warranty or liability for the commercial usability of the License Trademark, the competitive ability of the License Trademark and/or the profitability of the Product or the Licensee Product. Licensor gives neither an explicit nor silent guarantee, nor assurance, nor liability, especially but not limited to the fact that the marketing of the Licensee Product will be successful.

- (4) For clarification it is held on, that Licensee acts within the scope of the promotion, marketing, sales and advertisement of the Licensee Product independently. Therefore Licensee is responsible in its entirety and to the full extent for any and all observance of juridical or regulatory demands which are incorporated or associated with the promotion, marketing, sales and advertisement of Licensee Product in the respective distribution country.
- (5) Licensee agrees that it will defend, hold harmless, and indemnify Licensor from and against any charges, suits, damages, costs, expenses (including attorney's fees), judgement, penalties, claims, liabilities, or losses of any kind of nature whatsoever which may be sustained or suffered by or secured against Licensee: (a) based on or arising out of any manufacture, advertisement, sale or use of Licensee Product; (b) based on Licensee's infringement or violation of any Third Party rights as a consequence of use of the License Trademark in accordance with the terms of this Agreement; or (c) based on or arising out of any violation of this Agreement, especially, but without limitation by Licensee.

§ 7 Licensorship, No-Challenge-Clause

- (1) Licensee acknowledges Licensor's exclusive right, title and interest in the License Trademark and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. Specifically, but without limitation, Licensee will at no time adopt or use any word or brand or trademark that is likely to be similar to or confusing with the License Trademark. In connection with use of License Trademark, Licensee will not in any manner represent that Licensee is the owner of the License Trademark. Furthermore, Licensee acknowledges that the use of the License Trademark will not create in the Licensee's favor any right, title or interest in or to the License Trademark, but all uses of the License Trademark by Licensee, generated by such use, will inure to the benefit of the Licensor.
- (2) Licensee undertakes not to derive any rights from the use of License Trademark against Licensor and will not, at any time, attack the License Trademark neither by itself, nor to stimulate or to support attacks of a Third Party, and will also tolerate new registrations of the License Trademark by Licensor.
- (3) Licensee obligates itself, at any times, not to file any trademark or application thereof that is identical or likely to be similar to or confusing with the License Trademark worldwide. Licensee obligates itself further, at any time, not to file any trademark or application thereof comprising a sign that is identical or likely to be similar to or confusing with the sign of the License Trademark worldwide.
- (4) A neglect of or offence against the obligations or acknowledges according to para. (1), (2) or (3) of this section entitles Licensor for immediate termination of the Agreement.

§ 8 Confidentiality

- (1) "Confidential Information" means any commercial or technical information provided by either Party (hereinafter "Disclosing Party") to the other Party (hereinafter "Receiving Party"), and which relates to the subject matter of this Agreement, and which is (i) either communicated in writing or other tangible form and is marked confidential, or (ii) communicated in any other manner, provided it is designated as being confidential at the time of disclosure and is confirmed as such in writing by the Disclosing Party within twenty (20) working days of the disclosure. However, information shall not qualify as Confidential Information if, prior to its receipt from the Disclosing Party, it was either publicly available or in the possession of the Receiving Party without a duty of confidentiality. Information shall cease to qualify as Confidential Information once it becomes publicly available without breach of this Agreement, is rightfully obtained by the Receiving Party from another source without a duty of confidentiality, or is independently developed or ascertained by the Receiving Party.
- (2) For the term of this Agreement and a period of three (3) years from its termination the Parties shall treat all Confidential Information exchanged for the execution of this Agreement confidential and do not make it accessible for Third Parties, unless this is necessary for the proper performance of the Agreement. If Confidential Information has to be passed on to Third Parties, the Party concerned will oblige the Third Party to preserve the confidentiality of the information received. The foregoing does not apply to the extent that the Parties are legally obliged to provide information.
- (3) At the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy any written or otherwise recorded confidential information (including prepared protocols, summaries and copies). This request may be made at any time, but not later than three (3) months after the termination of this Agreement. The Receiving Party shall also confirm in writing the execution of the permanent deletion of data on its data carriers and computer systems. This does not apply to routinely prepare backup copies of electronic data traffic. Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of Confidential Information in its confidential files for documentation purposes only and subject to all confidentiality and other obligations contained herein.

§ 9 Term and Termination

- (1) This Agreement and the License granted shall become effective as of the last signature under this Agreement and shall remain in force until January 31, 2020. This Agreement and the License granted shall automatically renew and continue thereafter for an additional one-year term unless either Party gives written notice to the other Party of the termination thereof at least three (3) months prior to the end of such term or renewed term.
- (2) Both Parties are entitled to terminate the Agreement for important reason without observance of a term of notice. An important reason is given, in particular, but without limitation, if/when one of the Parties fail to comply with or violate any of its obligations under this Agreement and the default is not cured within an appropriate time limit of a given Notice-of-Default. It does not require a previous Notice-of-Default if it is uselessly or not reasonable to the entitled Party.

- (3) If a Party fails to comply with or violates of any of its obligations under this Agreement, the other Party send a Notice-of-Default to the failing or violating Party to remove or to refuse the breach of the Agreement or the act which is contrary to the Agreement within three (3) weeks after receipt of the request. If the failing or violating Party does not comply with this request, the other Party is entitled to terminate the Agreement for important reason without observing a notice period.
- (4) Licensor shall have the right to terminate this Agreement with immediate effect if/ when Licensee (a) becomes insolvent, (b) makes any assignment for benefits of creditors, (c) is subject to any bankruptcy or receivership proceedings, or (d) a Change of Control of the Licensee occurs. For purposes of this Agreement a Change of Control of the Licensee shall be deemed to have occurred if any person is or becomes the beneficial owner, directly or indirectly, of voting securities of the Licensee representing more than 50% of the Licensee's outstanding voting securities.

§ 10 Effect of Termination

- (1) Upon termination of this Agreement, the License and all rights granted to Licensee hereunder shall cease, and Licensee will refrain from further use of License Trademark. Licensee acknowledges that failure to comply with this provision will result in immediate and irreparable harm affording injunctive and any and all other appropriate relief to Licensor.
- (2) Licensee has the right, to sell off its available stock of Licensee Products which are marked at the time of the termination of this Agreement with the License Trademark within a sell-off-period of at most twelve (12) months beginning with the date of termination of this Agreement. If Licensor terminates this Agreement for important reason, Licensee has no right for distribution, advertisement or sell off any Licensee Product marked with the License Trademark.
- (3) The provisions of para (1) and (2) of this section apply also to the distribution of Licensee Product via Licensee's online shops or those online-shops commissioned by Licensee.
- (4) Provided that Licensee has gained or acquired own rights by the use of the License Trademark, Licensee is obliged to transfer to Licensor such rights gained or acquired by the use with the termination of the Agreement. The Parties agree herewith that the transfer will be done automatically at the date of termination of this Agreement or at the latest at the end of the sell-off-period given with para. (2) of this section.

§ 11 Relationship to purchase contract

- (1) This Agreement does not regulate or govern the purchase or sales of Product.
- (2) This Agreement founds in particular no obligation of Licensee to purchase the Product. This Agreement founds no right of Licensee to acquire Product by purchase from Licensor or any Third Party.

- (3) This Agreement contains no assurance or description of the state of the Product for the purposes of purchase-judicial regulations, especially, but not limited, the Product Liability Act (Produkthaftungsgesetz - ProdHaftG) and founds no purchase-judicial liability or warranty.

§ 12 Miscellaneous provisions

- (1) This Agreement covers the entire Agreement between the Parties with respect to the License. No additional Agreements were concluded. Any amendment, addition or termination of the Agreement must be in writing duly signed by the Parties. The transmission of the Agreement as well as any amendment, addition or termination thereof must be sent by certified mail, post or courier service to the Parties to the following addresses:

A. Notice to Licensor:

Address: AlzChem Trostberg GmbH
Sales Nutrition
Dr.-Albert-Frank-Str. 32
83308 Trostberg
Federal Republic of Germany

B. Notice to Licensee:

Address: Tsunami Nutrition S.r.l.
Via Mura dei Francesi 14
00043 Ciampino (Rome)
Italy

The addresses of the Parties may be changed from time to time. However, any change must be made by written notice to the other Party. All notices or messages to the current known address shall be deemed to be delivered ten (10) days after the mailing date.

- (2) By way of derogation from paragraph (1), any further message related to this Agreement may be made in writing, by fax or electronically, for example by e-mail. The following e-mail addresses are available:

Licensor: TLA@creapure.com
Licensee: daniele.d@tsunaminutrition.com

- (3) Should any of the provisions of this Agreement become or prove to be null and void this will be without effect on the validity of this Agreement as a whole. The Parties will, however, endeavor to replace the void provision by a valid one which in its economic effect complies most with the void provision. The same shall apply accordingly in the event that this Agreement contains any gap.

A) Creapure(II)**Creapure**

Country / State		Application No. or Registration No.
Argentina	(Class 01, 03, 05)	3216343 / 3216344 / 3216345
Argentina	(Class 29, 30, 32)	3216346 / 3216347 / 3216348
Brazil	(Class 01, 03, 05)	840373198 / 840373201 / 840373210
Brazil	(Class 29, 30, 32)	840373228 / 840373236 / 840373244
Germany	(Class 01, 03, 05, 29, 30, 32)	30 2012 035 828
European Union (EU)	(Class 01, 03, 05, 29, 30, 32)	11054211
India	(Class 01, 03, 05)	2442305 / 2442306 / 2442307
India	(Class 29, 30, 32)	2442308 / 2442310 / 2442311
Canada	(Class 01, 03, 05, 29, 30, 32)	1,607,245
Mexico	(Class 01, 03, 05)	1334655 / 1334659 / 1334660
Mexico	(Class 29, 30, 32)	1334656 / 1334658 / 1334657
South Africa	(Class 01, 03, 05)	2012/33931 / 2012/33932 / 2012/33933
South Africa	(Class 29, 30, 32)	2012/33934 / 2012/33935 / 2012/33936
Thailand	(Class 01, 03, 05)	875244 / 875245 / 875246
Thailand	(Class 29, 30, 32)	875247 / 875248 / 875249
Uruguay	(Class 05)	447770
USA	(Class 01, 03, 05, 29, 30, 32)	85,676,066
WIPO		1149759
Australia	(Class 01, 03, 05, 29, 30, 32)	
China	(Class 01, 03, 05, 29, 30, 32)	
Japan	(Class 01, 05, 29)	
Croatia	(Class 01, 03, 05, 29, 30, 32)	
New Zealand	(Class 01, 03, 05, 29, 30, 32)	
Norway	(Class 01, 03, 05, 29, 30, 32)	
Russian Federation	(Class 01, 05, 29, 30, 32)	
Switzerland	(Class 01, 03, 05, 29, 30, 32)	
Serbia	(Class 01, 03, 05, 29, 30, 32)	
South Korea	(Class 01, 05, 30, 32)	
Turkey	(Class 01, 05, 30, 32)	
Ukraine	(Class 01, 03, 05, 29, 30, 32)	
Belarus	(Class 01, 03, 05, 29, 30, 32)	

B) Creapure(Seal)

Country / State		Application No. or Registration No.
Argentina	(Class 05)	3216341
Brazil	(Class 03, 05)	840373112 / 840373139
Brazil	(Class 29, 30, 32)	840373147 / 840373155 / 840373163
Canada	(Class 05)	1,607,009
European Union (EU)	(Class 03, 05, 29, 30, 32)	10981041
India	(Class 05)	2443724
Mexico	(Class 05)	1334649
South Africa	(Class 05)	2013/06834
Thailand	(Class 05)	886239
Uruguay	(Class 05)	447769
USA	(Class 05)	85/676,104
WIPO		1155317
Australia	(Class 03, 05, 29, 30, 32)	
China	(Class 03, 05, 29, 30, 32)	
Japan	(Class 03, 05, 29, 30, 32)	
Croatia	(Class 03, 05, 29, 30, 32)	
New Zealand	(Class 05)	
Norway	(Class 03, 05, 29, 30, 32)	
Russian Federation	(Class 05, 29, 30, 32)	
Switzerland	(Class 03, 05, 29, 30, 32)	
Serbia	(Class 03, 05, 29, 30, 32)	
South Korea	(Class 05, 29, 30, 32)	
Turkey	(Class 05, 30, 32)	
Ukraine	(Class 03, 05, 29, 30, 32)	
Belarus	(Class 03, 05, 29, 30, 32)	

The Licensee is obliged to provide a summary about the use of the License Trademark and the incorporated joint marketing activities.

The following information should be provided:

- ♦ An Overview of concerned Licensee Products:
 - ♦ Composition of all Licensee Products,
 - ♦ Package sizes of all Licensee Products, and
 - ♦ Nonbinding Recommended Retail Prices of all Licensee Products.

- ♦ Licensee Products positioning and unique selling propositions (USP's).

- ♦ An Overview of the marketing mix regarding Licensee Products:
 - ♦ Printed matters and mailings
 - ♦ Web presence
 - ♦ Advertisements and PR
 - ♦ Samples and giveaways
 - ♦ Trade fair activities and customer seminars