

## Covenant not to sue

This Covenant not to sue Agreement is entered between Givaudan SA, located at 5, chemin de la Parfumerie, 1214 Vernier, Switzerland hereafter "Givaudan"; and Tsunami Nutrition S.r.l., located at via Marcandrea 5, 00043 Ciampino (RM), Italy hereafter "Company".

### 1. Definitions

"Affiliate" means any company controlling, controlled by, or under common control with one of the parties.

"Control" shall mean the direct or indirect ownership of 50% or more of the voting rights in ordinary General Meeting or the power to otherwise direct the appointment of the General Manager and/or Directors of any of the parties.

"Covenant" shall mean Givaudan's covenant not to sue as set out under art. 2.1 below.

"Trademark" shall mean the denomination LIFENOL as may be registered or used otherwise in the Territory, as set forth in Exhibit A.

"Territory" shall mean Europe

### 2. Covenant

2.1 Givaudan hereby covenants on its behalf and on the behalf of its Affiliates not to sue Company or Company's Affiliates for trademark infringement on account of the use of the Trademark in the Territory in connection with Company's end-products containing Givaudan's ingredient listed in Exhibit B and supplied to Company, its affiliates or agents by Givaudan, its affiliates or agents. Company undertakes to use the Trademark solely to indicate that Company's end-product concerned contains Givaudan's ingredient.

2.2 This Covenant is personal to Company and its Affiliates and is not transferable.

2.3 The Covenant shall be revoked should Company or any of its Affiliates

a) contest the validity of the Trademark in the Territory or any other country or

- b) register or license any name or trademark which could cause confusion with the Trademark in the Territory or any other country or
- c) otherwise jeopardize the validity of the Trademark in the Territory or any other country or induce third parties to do so or
- d) not use the Trademark in accordance with art. 2.1.

2.4 All rights not expressly provided under the Covenant are reserved by Givaudan. No additional rights and no licences are granted to Company, and the Covenant does not include, and Givaudan does not grant, any other right under the trademark.

2.5 Givaudan has no obligation to maintain or defend any of the trademark registration referred to in Exhibit A

### **3. Warranty and Indemnity**

3.1 All warranties, expressed or implied, with respect to the Trademark used alone or in combination with another name, are disclaimed.

3.2 Use of the Trademark is at the sole risks and responsibility of Company. Company will hold Givaudan harmless from, and shall indemnify Givaudan against, any and all claims, damages, liabilities, settlement amounts, costs or expenses (including reasonable attorney's fees) arising from or related to any claim, action or proceeding brought against Givaudan by any third party in connection with the use of Givaudan's trademarks by Company or Company's Affiliates.

### **4. Term and Termination**

4.1 This Agreement will terminate immediately upon revocation of the Covenant as per art. 2.3.

4.2 Furthermore, Givaudan may terminate this Agreement at any time giving the Company 3 months written notice of termination.

In case of termination by Givaudan in accordance with article 4.2, the Company is granted a further 6 months period to use the Trademark to allow Company to market, promote and sell Company's inventory of products purchased from Givaudan, its affiliates or agents prior to the effective date thereof

Upon termination of this agreement, for any reason whatever, all rights granted hereunder shall expire without any indemnity being due to Company.

5. Governing Law

5.1 This Agreement shall be governed by, and construed in accordance with, the law of Switzerland.

5.2 Any dispute arising out of, or in connection with, this Agreement shall be subject to the exclusive jurisdiction of the courts of Geneva (subject to recourse to the Swiss Federal Tribunal).

Date: 26.06.2020

Date: 22/06/2020

Givaudan SA

Company

TSUNAMI NUTRITION S.R.L.  
Via Marcandrea 5  
00043 Ciampino (RM)  
P.IVA IT 14212651008  
CODICE SDI MSUXCR1  
PEC: tsunami@tsunaminutrition.it

 

Name: **Virginie Waeber**  
Title: **Legal Counsel**

Silvio Mirra  
Deputy Group Counsel  
Fragrance Division



Name: **Daniele DEANGELI**  
Title: **Business Manager**

Exhibit A

Trademark registrations per country as at 01.06.2020

Countries	Protection	Trademark	Classes	App/Reg Number	Status
Bangladesh	National Trademark	LIFENOL	5	175436	Registered
Bangladesh	National Trademark	LIFENOL	32	175437	Pending
Chile	National Trademark	LIFENOL	5	910373	Registered
France	National Trademark	LIFENOL	1, 3, 5, 32	3035606	Registered
Argentina	National Trademark	LIFENOL	1	2626141	Registered
Argentina	National Trademark	LIFENOL	5	2626144	Registered
Argentina	National Trademark	LIFENOL	3	2626142	Registered
Argentina	National Trademark	LIFENOL	32	2626146	Registered
Canada	National Trademark	LIFENOL	1, 3, 5, 32	TMA839842	Registered
Taiwan	National Trademark	LIFENOL	5	1451312	Registered
USA	National Trademark	LIFENOL	5	3915452	Registered
European Union	International Trademark	LIFENOL	1, 3, 32	855292	Granted
Lithuania	International Trademark	LIFENOL	5	855292	Granted
Latvia	International Trademark	LIFENOL	5	855292	Granted
Monaco	International Trademark	LIFENOL	1, 3, 5, 32	855292	Granted
Macedonia	International Trademark	LIFENOL	1, 3, 5, 32	855292	Granted
Norway	International Trademark	LIFENOL	1	855292	Granted
Poland	International Trademark	LIFENOL	5	855292	Granted
Portugal	International Trademark	LIFENOL	5	855292	Granted
Albania	International Trademark	LIFENOL	1, 3, 5, 32	855292	Granted
Austria	International Trademark	LIFENOL	5	855292	Granted
Bulgaria	International Trademark	LIFENOL	5	855292	Granted
Benelux	International Trademark	LIFENOL	5	855292	Granted
Switzerland	International Trademark	LIFENOL	1, 32	855292	Granted
China	International Trademark	LIFENOL	3, 5, 32	855292	Granted
Czech Republic	International Trademark	LIFENOL	5	855292	Granted
Germany	International Trademark	LIFENOL	5	855292	Granted
Denmark	International Trademark	LIFENOL	5	855292	Granted
Spain	International Trademark	LIFENOL	5	855292	Granted
Finland	International Trademark	LIFENOL	5	855292	Granted
Singapore	International Trademark	LIFENOL	1, 3, 5, 32	855292	Granted
Great-Britain	International Trademark	LIFENOL	5	855292	Granted
Hungary	International Trademark	LIFENOL	5	855292	Granted
Italy	International Trademark	LIFENOL	5	855292	Granted
Ireland	International Trademark	LIFENOL	5	855292	Granted
Australia	International Trademark	LIFENOL	1, 3, 5, 32	855292	Granted
Roumania	International Trademark	LIFENOL	5	855292	Granted
Russia	International Trademark	LIFENOL	1, 3, 5, 32	855292	Granted
Sweden	International Trademark	LIFENOL	5	855292	Granted
Slovenia	International Trademark	LIFENOL	5	855292	Granted
Slovakia	International Trademark	LIFENOL	5	855292	Granted
Greece	International Trademark	LIFENOL	5	855292	Granted
Cyprus	International Trademark	LIFENOL	5	855292	Granted

Exhibit B

Givaudan's ingredient as per 2.1

**LIFENOL**