

TRADEMARK LICENCE AGREEMENT

THIS TRADEMARK LICENCE AGREEMENT (the “Agreement”) is made with effect as of the 2nd day of June, 2023 (the “Effective Date”),

BETWEEN:

Bio-gen Extracts Private Limited, a company incorporated under the laws of India and having an office at Plot No. 57, Sompura Industrial Area, Dobaspet, Bangalore 562111, Karnataka, India

(the “Licensor”)

AND:

Yes Global Marketing Sdn. Bhd., a company having an office at VO5-05-03, VO5 Signature Office Sunway Velocity, Lingkaran SV2, 55100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia

(the “Licensee”)

The Licensor and the Licensee shall hereinafter be collectively referred to as the “**Parties**” and each individually as a “**Party**”

WITNESSES THAT WHEREAS:

A. Licensor has developed a proprietary marigold flowers extract called **Lute-gen**. Licensor represents and warrants to the Licensee that they are the sole and exclusive owner of all intellectual property rights in Lute-gen trademark. The Licensor owns trademark rights in respect of trademark “Lute-gen” by virtue of registered trademark no. **2568991** registered in class 5 in with respect to FOOD SUPPLEMENTS, NUTRITIONAL SUPPLEMENTS, VITAMIN SUPPLEMENTS, DIETARY SUPPLEMENTS ETC. (goods) in the territory of



India and Licensor is also owner of logo (collectively, the “Marks”);

B. The Licensee is interested in purchase of one of the patented ingredients called Lute-gen from Licensor or Licensor's authorised distributor for which parties have already entered into a mutual agreement. Pursuant to purchase of Lute-gen, the Licensor has agreed to licence to the Licensee the non-exclusive right, non-transferable, royalty free right to use the Marks; and

C. The Licensee wishes to use the Marks in connection with the Product(s) as specified in Addendum and Licensor is willing to grant to the Licensee the trademark license to use the Mark in accordance with the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the representations, warranties, covenants and agreements contained herein and in the Master Amending Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby irrevocably acknowledged) the parties agree as follows:

ARTICLE 1
TRADEMARK LICENCE TERMS

1.1 Grant of Licence. The Licensor hereby grants to the Licensee on the terms contained herein a non-exclusive, non-transferable, royalty free licence (the "Licence") to use the Marks throughout the region of **Malaysia** (the "Territory") in association with the manufacture, promotion, advertising, distribution, and sale of Product(s), as identified in the Addendum. The Licensee agrees to use the Marks only in accordance with terms and conditions set out in this Agreement. The Licensor may itself use the Marks in the Territory or may grant licences to any third entity to use the Marks.

1.2 Permitted and Prohibited Uses. The Licensee will use the Marks only while the Licence is in effect, only in the Territory, and only in association with the Products. The Licensee will use the Marks only in compliance with all applicable laws and regulations. Further, the Licensee will use the Marks only in accordance with the policies, specifications, directions and standards of the Licensor (as to the character and/or quality of the Products with which the Marks are to be used, or otherwise) as may reasonably be stipulated by the Licensor to the Licensee from time to time, including but not limited to those restrictions set out in in this agreement. The Licensee will not, directly or indirectly, use the Marks in any other way and without limiting the foregoing. The Licensee will not use the Marks as part of any composite trademark, that is, in close proximity or in combination with any trademark(s) held by the Licensee or any third party, except as permitted in this agreement. The Licensor will notify the Licensee of any changes or alterations made to any of the Marks from time to time during the term of this Agreement, and within thirty (30) days of receipt of such notice, or as soon as reasonably practical, whichever is earlier, the Licensee will ensure that all of its usage of any Marks so changed or altered complies with any such notice given.

1.3 Term. The Licence will commence from the Effective Date and shall be effective for a period of 3 (three) years.

1.4 Inspection and Approval. To assist the Licensor to verify and enforce the Licensee's obligations under this Agreement, and in particular, to inspect the character and/or quality of the Goods and Services with which the Marks are used, upon no less than three (3) days notice, the Licensee will permit and assist the Licensor to:

- (a) enter all premises where the Licensee uses the Marks or stores Goods or other materials bearing any of the Marks; and observe the Licensee's activities relating to the Marks and inspect material on which any of the Marks appear.
- (b) At the request of the Licensor, acting reasonably, the Licensee will promptly provide the Licensor with samples of all packaging, advertising, company brochures and other material prepared by, for or with the permission of the Licensee that bears or refers to any of the Marks. Further, the Licensee will deliver to the Licensor samples of all proposed Goods that the Marks are proposed to be used in association with at least 60 calendar days before any intended distribution date for any of the same. Within 30 calendar days after it receives any such sample material,

the Licensor will deliver to the Licensee either a written notice of approval or a written notice of refusal. Any notice of refusal will specify what must be changed and why. If the Licensee receives a written notice of refusal from the Licensor, the Licensee may revise the material and resubmit a sample of the revised material to the Licensor for its approval, in which case, the approval procedure set out in this Section will once again apply.

ARTICLE 2

INTELLECTUAL PROPERTY RIGHTS

2.1 Preservation and Enhancement of the Licensor's Interest. The Licensee acknowledges the validity of the Marks, and the Licensor's ownership of the Marks and the goodwill pertaining thereto, and agrees that the benefit of and goodwill associated with use of any of the Marks by the Licensee will enure entirely for the benefit of the Licensor. Should any right, title or interest in or to the Marks or any part thereof or any copyright or trademark related thereto become vested in the Licensee, the Licensee will hold the same in trust for the Licensor and will, at the request of the Licensor forthwith unconditionally assign any such right, title or interest to the Licensor. All rights in and to any new version, translation or arrangement of the Marks, or other change in the Marks created by the Licensee, with the Licensor's prior written consent or otherwise, will be and will remain the exclusive property of the Licensor, and the provisions of this Agreement will apply to the same. The Licensee will cooperate with the Licensor for the purpose of protecting, preserving and enhancing the Marks and the Licensor's interest in them and in furtherance of such obligations, the Licensee will promptly execute and deliver to the Licensor all documents and instruments that the Licensor, acting reasonably, determines are necessary or prudent from time to time. The Licensee will not itself and will not assist, permit, or encourage any third party to:

- (a) attack or challenge the validity, ownership or enforceability of any of the Marks, any registrations for any of the Marks, or the Licensor's rights relating to any of the Marks or in any such registrations;
- (b) claim, use, or apply to register, record or file any trademark, trade name, business name, corporate name, domain name, social media user name, email address, metatag, Adwords or similar search term, copyright, or design that is identical with, confusingly similar to, clearly derived from or based on or that includes any of the Marks; or
- (c) use any of the Marks in a manner which is likely to depreciate or cause material harm to the goodwill attached to any of the Marks.

3.2 Contractual Rights Only. The Licensee acknowledges and agrees that the rights and licence granted to the Licensee pursuant to this Agreement are of a contractual nature only, and no property or other rights in or to any of the Marks are granted to the Licensee by virtue of this Agreement.

ARTICLE 3

TERMINATION

3.1 Either party may terminate this Agreement upon 3 months written notice to the other party.

3.2 Either party may terminate this Agreement on written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

3.3 The Licensee's Rights and Obligations on Termination. Upon termination or expiration of this Agreement for any reason, the Licensee will:

- (a) cease all use of the Marks;
- (b) destroy all materials bearing or referring to any or all of the Marks; and
- (c) cancel all orders for materials bearing any or all of the Marks, including without limitation, all advertising using or referring to any of the Marks; and will not:
- (d) attack or challenge the validity, ownership or enforceability of any of the Marks or of any registrations for any of the Marks in the Territory, or the Licensor 's rights relating to any of the Marks or in any such registrations; or
- (e) claim, use, or apply to register, record or file in any jurisdiction any trademark, trade name, corporate name, domain name, email address, social media user name, metatag, Adwords or similar search term, copyright or design that is identical with, confusingly similar to, clearly derived from or based on any of the Marks or that includes any of the Marks.


This Section will survive the expiration or termination of this Agreement.

ARTICLE 4 **USAGE OF MARKS**

4.1 The License shall use the Marks only on the products specified in Addendum.

4.2 The License shall use the Marks only on the products which contain Lute-gen as ingredient.



4.2 The Licensee may use Lute-gen™ and/or logo  in aspect ratio of 4.00 cm x 2.25 cm. The said proportion is required to be maintained while resizing the logo. The statement that “Lute-gen™ is a registered trademark of Bio-gen Extracts Pvt. Ltd., INDIA” can be printed on each product.

ARTICLE 5
THIRD PARTIES, INDEMNITIES AND INSURANCE

5.1 Infringement. If, during the term of this Agreement the Licensee becomes aware of use by any other party (other than affiliates or licensees of the Licensor) in the Territory of a trade name, trademark, domain name, email address, metatag, Adwords or similar search term, get up of goods, or mode of advertising that might reasonably amount to infringement of any of the Marks or to unfair competition or passing off in respect of any of the Marks, then, the Licensee will promptly report particulars of such usage to the Licensor and provide relevant material if available.

5.2 Claims by Others. If the Licensee becomes aware that any person alleges that any of the Marks or any registration for any of the Marks is invalid, infringes the rights of any person, or is open to any other form of attack, then, the Licensee will not make any admissions in respect of such allegation and will promptly report particulars of the matter to the Licensor and provide all relevant materials if available. If, in the opinion of the Licensor, acting reasonably any of the Marks is likely to or does become the subject of a claim for infringement, passing off or otherwise, the Licensor may, without liability or obligation, terminate the Licence in respect of any such Marks, effective immediately upon delivery of written notice to the Licensee. Upon any such termination, the provisions of Section 4.4 will apply in respect of any such Marks.

5.3 Conduct of Proceedings. The Licensor will have sole conduct of all legal proceedings and negotiations in respect of any actual, proposed or threatened legal proceedings relating to any of the Marks unless the Licensee is actually sued by any third party for using any of the Marks, and in any such event the Licensee will be entitled to institute proceedings in the Territory in respect of its own interests and at its own expense, and will give the Licensor prior written notice of any such proceedings and will deliver to the Licensor immediately upon creation or receipt, as applicable, copies of all pleadings and documents filed in such proceedings. The Licensor will have the right to intervene at its own expense in any proceeding conducted or defended by the Licensee involving any of the Marks.

5.4 Cooperation. The parties hereby agree to cooperate with each other in the conduct or defense of any legal action, and in the negotiations in respect of any legal action relating to any of the Marks and each will provide to the other all relevant data, information and material in its possession which may be helpful in such action or negotiation, at the cost and expense of the party requesting such data, information and material.

5.5 Indemnity for Liability. The Licensee will indemnify and save the Licensor and the Licensor's directors, officers, employees and agents (collectively, "Licensor's Personnel") harmless from and against any actual or threatened claims, actions or proceedings arising out of the exercise by the Licensee of its rights under this Agreement and the Licensee's use of any of the Marks. The foregoing indemnification does not apply insofar as any particular matter concerns whether or not the Licensor had the right to grant to the Licensee the use of the Marks pursuant to this Agreement. As concerns the foregoing indemnification, the Licensee will defend and save harmless the Licensor and/or the Licensor's Personnel at no cost and expense to the Licensor and/or the Licensor's Personnel whatsoever, against any damage, injury, liability, cost, loss or expense whatsoever, including, but not restricted to all reasonable legal fees and costs as charged by a lawyer to his own client, arising from or with respect to any claim, action or proceeding against the Licensor and/or the Licensor's Personnel.

ARTICLE 6 **GENERAL**

6.1 Assignment and Sublicensing. Except as expressly provided in this Section, the Licensee will have no right to assign, grant or create any interest in any of the Marks or their use to any person and will have no right to sub-licence any of its obligations hereunder, without first obtaining the express written consent of the Licensor, which consent may be withheld, delayed or conditioned without reason. Regardless of whether consent is given on any particular occasion, consent must also be obtained for any subsequent occasion. The Licensor may assign its rights and duties hereunder, in whole or in part.

6.2 Disclaimer and Release. The Licensor Makes No Representation Or Warranty To The Licensee Regarding Any Of The Marks Or Their Validity In Any Country, And In Particular, Without Limitation, The Licensor Makes No Representation Or Warranty Regarding Ownership Of Any Of The Marks Or That Any Of The Marks Do Not Infringe The Rights Of Third Parties. The Licensee Hereby Waives And Releases Any Right Or Claim It Might Otherwise Have Against The Licensor In Connection With Any Or All Of The Marks Except For Those Relating To Its Express Rights Under This Agreement.

6.3 The Parties to this Agreement are independent contractors and nothing in this agreement shall make them joint venturers, partners, employees, agents or other representatives of the other Party hereto and neither Party shall make any representation that suggests otherwise

6.4 Injunctive Relief Available. The Licensee agrees that in the event of a breach by the Licensee of any provision of this Agreement, monetary damages may not be an adequate remedy and that in such circumstances the Licensor will be entitled to injunctive or other affirmative relief, or both, without such constituting an election of remedies or disentitling Licensor to each and every remedy available at law and/or in equity for a breach of this Agreement.

6.5 Time of Essence. Time is of the essence of this Agreement and no extension of time will constitute a waiver of this provision.

6.6 Waiver. If the Licensor waives a particular default, wrongful act or omission of the Licensee, such waiver will not affect or impair the rights of the Licensor in respect of any other default, wrongful act, or omission of the Licensee. If the Licensor delays or fails to exercise any rights in connection with any default, wrongful act or omission of the Licensee, such delay or failure will not affect or impair the rights of the Licensor in respect of any subsequent occurrence of that event or any other default, wrongful act, or omission of the Licensee.

6.7 Survival. The provisions of this agreement necessary for the interpretation or enforcement thereof will survive the termination or expiration of this Agreement.

6.8 Notice. Any notice, demand, direction or other communication required or permitted to be given under this Agreement must be in writing and will be sufficiently given if delivered or telecopied as follows:

Notices to the Licensor will be addressed as follows:

Licensor: BIO-GEN EXTRACTS PRIVATE LIMITED, PLOT NO.57,1ST STAGE, SOMPURA INDUSTRIAL AREA, DOBASPET, BANGALORE - 562111, KARNATAKA, INDIA (Mail id: sales@bio-gen.in)

Licensee: YES GLOBAL MARKETING SDN BHD, VO5-05-03, VO5 Signature Office Sunway Velocity, Lingkaran SV2, 55100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia (Mail id: hello@yes.global)

6.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions of the parties and there are no conditions, representations, warranties, covenants, agreements or other provisions, express or implied, collateral, statutory or otherwise, relating to such subject matter except as provided in this Agreement.

6.9 Amendments, Binding Effect and Severability. No amendment of this Agreement will be valid or binding unless set out in writing and executed by each party. This Agreement will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns, as applicable. If any provision of this Agreement is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable such provision or part thereof will be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted.

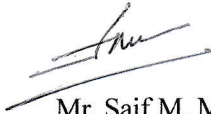
6.10 Governing Law and Attornment. This Agreement will be governed by and interpreted in accordance with the laws of the India.

6.11 Dispute Resolution. Any dispute arising out of or touching upon any terms of this Agreement including its interpretation, validity, rights and obligations of the Parties shall first be attempted to be resolved by the parties by entering into good faith mutual negotiations and thereafter, mediation. If the dispute is still not resolved within a period of 30 days, then the dispute shall be referred to arbitration to be conducted by a Sole Arbitrator in accordance with the Indian Arbitration and Conciliation Act, 1996. The language to be used in the Arbitral Proceedings shall be English. The venue of arbitration shall be at Bengaluru, India. The courts at Bengaluru, India shall have exclusive jurisdiction to enforce the award which shall be binding on the parties. Nothing in this Agreement shall preclude either party from seeking temporary relief, such as a stay, temporary restraining order or preliminary injunction from any competent court at Hyderabad.

IN WITNESS WHEREOF the Assignors and Assignees have caused this Assignment Deed to be executed by its duly authorised representatives on the day, month and year first above written.

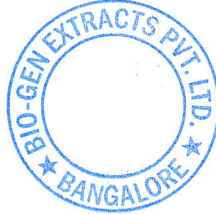
For **Bio-gen Extracts Private Limited**

For **Yes Global Marketing Sdn. Bhd.**



Mr. Saif M. Mehkri

Founder & Director



Mr. Leong Yong Bin

Founder & CEO

Trademark License
Agreement Addendum

The following product(s) are submitted by the Licensee to include the ingredient **Lute-gen™**, according to the terms and conditions of the accompanying Trademark License Agreement. Please indicate the brand and product trade name.

Product Name: SunRise

Name and address of Marketing Company:

Yes Global Marketing Sdn Bhd

VO5-05-03, VO5 Signature Office Sunway Velocity, Lingkaran SV2, 55100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia.

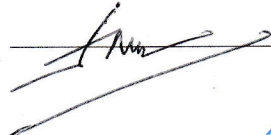
Name and address of Manufacturing Company (if different from Marketing Company):

Cyto Tech Sdn Bhd

11, Jalan Perindustrian Balakong Jaya 2/3, Taman Perindustrian Balakong Jaya 2, 43300 Seri Kembangan, Selangor, Malaysia.

Bio-gen Extracts Private Limited

Approval by



Date

9th OCTOBER 2023

