

“HEIQ VIROBLOCK” TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is entered into as of the 28 January 2021 (the “Effective Date”), by and between HeiQ Materials AG, a corporation organized and existing under the laws of Switzerland, with its principal office and place of business located at Ruetistrasse 12, 8952 Schlieren, Switzerland (“HEIQ”), and ISPT UGARTE SL, a corporation organized and existing under the laws of Spain with its principal office and place of business located at SAN ANDRES AUZOA 2 pab 5-6 20500 Arrasate, SPAIN (“BUSINESS PARTNER”). HEIQ and the BUSINESS PARTNER each shall be referred to as a “Party,” and collectively they shall be referenced as the “Parties.”

WHEREAS,

- A. HEIQ represents that it is the owner of all right, title, and interest in and to the marks HEIQ, HEIQ VIROBLOCK and VIROBLOCK (the “HEIQ Marks”), which have been and are being used by HEIQ in connection with goods according to Nice classes listed under www.heiq.com/heiq-viroblock-trademarks (the “HEIQ-Site”), as well as trade names by the same names, for including but not limited to treated textiles, fibers, and the HeiQ Viroblock technology (the “HEIQ VIROBLOCK Technology”);
- B. the BUSINESS PARTNER wishes to acquire a license to use the HEIQ Marks or trade names by the same name in the registered/pending countries set forth on the HEIQ-Site in connection with fabrics, clothing, and related goods and services in the registered Nice classes,
 - a. particularly in connection with the following product types and goods (approved goods):

Polyamide Masks
 - b. for commercialization in the following countries (approved countries):

Spain
- C. the BUSINESS PARTNER represents that it is the owner of all right, title, and interest in and to the following marks (the “BUSINESS PARTNER Marks”; the HEIQ Marks and the BUSINESS PARTNERS MARKS individually as well the “Marks”), which have been and are being used by the BUSINESS PARTNER in connection with clothing, accessories, and related goods and services (the “BUSINESS PARTNER Goods and Services”)

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- D. HEIQ wishes to acquire a license to use the BUSINESS PARTNER Marks throughout the world as a reference in connection with its promotion of fabrics and clothing featuring the HEIQ VIROBLOCK Technology.

Now, therefore, the Parties have come to the following agreement:

1. License Grants.

- a. HEIQ grants to the BUSINESS PARTNER a non-exclusive, revocable, royalty-free license to use the HEIQ Marks in the registered/pending countries set forth on the HEIQ-Site in connection with fabrics, clothing, and related goods and services in the registered Nice

classes using or featuring the HEIQ VIROBLOCK Technology to identify, label, advertise, or promote such goods or services. **The BUSINESS PARTNER may use the HEIQ Marks only in connection with approved goods and services in the approved countries using or featuring the HEIQ VIROBLOCK Technology and shall not use the HEIQ Marks in any other manner.**

- b. The BUSINESS PARTNER grants to HEIQ a non-exclusive, revocable, royalty-free license to use the BUSINESS PARTNER Marks throughout the world as a reference in connection with marketing and promoting the HEIQ VIROBLOCK Technology to businesses, provided that HEIQ's use of the BUSINESS PARTNER Marks is limited to truthful statements about the BUSINESS PARTNER's use of the HEIQ VIROBLOCK Technology with BUSINESS PARTNER Goods and Services specified in the marketing or promotional materials.

2. Quality Control and Marking / Trademark Use Approval.

- a. **HEIQ shall have the right to review and approve in advance any use of the HEIQ Marks under this Agreement.** To ensure that the goods and services offered under the HEIQ Marks are of high quality and consistent with the standards upheld by HEIQ, the BUSINESS PARTNER agrees that it shall comply with all federal, state, and local laws and regulations applicable to its industry. BUSINESS PARTNER shall at all times present to HEIQ for HEIQ's approval any new goods or services offered under the HEIQ Marks or any new statements in connection with previously approved goods and services offered under the HEIQ Marks. HEIQ shall retain at all times the exclusive right to withdraw its approval of BUSINESS PARTNER's use of the HEIQ Marks if such use does not meet the quality standards and/or the local legal compliance set forth above. If the BUSINESS PARTNER fails to cure defects in quality within ten (10) days after receiving written notice from HEIQ regarding the need to cure defects, HEIQ shall be entitled to require an immediate termination of the BUSINESS PARTNER's use of the HEIQ Marks and this Agreement.
- b. BUSINESS PARTNER'S representations about and descriptions of HEIQ branded Goods and Services to the public (including without limitation warranties or guarantees with respect to the specifications, features, performance, data, test reports or capabilities of the HEIQ branded Goods and Services) (collectively, "Claims") shall be truthful, adequate and consistent with HEIQ's own representations and descriptions of its HEIQ VIROBLOCK Technology. **In every occasion when the BUSINESS PARTNER wishes to offer Claims about HEIQ branded goods and services, BUSINESS PARTNER must present such Claims to HEIQ for prior review and written approval according to the instructions set forth in the following paragraph.** HEIQ in its sole discretion may deny approval of a proposed Claim if it determines such Claim to be inadequate. **Any Claims offered without HeiQ's prior written approval shall be strictly forbidden under any circumstances and constitutes a material breach of this Agreement.**
- c. With regards to the marks and/or trade names HEIQ VIROBLOCK and VIROBLOCK, the BUSINESS PARTNER is required **for each single use of the HEIQ Marks** to present the following to HEIQ to request a prior approval on any use of the marks:
 1. The design of the treated article, its packaging, label, hangtags, online shop layout or any text materials that will use the concerned trademark or trade name in its word mark format or logo format.
 2. Test report of the materials from bulk production of no more than twelve (12) months old that demonstrates sufficient antimicrobial efficacy of treated article by test method ISO20743, JIS1902 or ASTM E2149 test (the last one only in case HEIQ VIROBLOCK Technology is combined with a water repellent treatment), from a reputable laboratory or testing institute (passing criteria: initial log reduction of

- 3 or higher for *Staphylococcus aureus* and for washable articles log reduction 2.2 or higher after 10 or more laundries conducted according to ISO 6330 4G).
3. Information about target market, full list of countries where the treated articles will be commercialized.

The following will facilitate the approval process but is not mandatory:

4. A valid trademark license agreement (this document).
5. Information about the quantity or number of SKUs (Stock Keeping Units) of the treated articles that will be marketed with the HEIQ Marks.
6. Information about the total yardage/volume of textile materials treated with HEIQ Viroblock NPJ03.

Additionally, the BUSINESS PARTNER must adhere to the following:

7. Strictly follow local labelling and advertising law requirements concerning biocide, pesticide and virucide products.
 8. Consult the guideline “HEIQ VIROBLOCK Labelling Requirements and Permitted Claims on Treated Articles” as available on the HEIQ-Site.
 9. Do not make any healthcare claims unless specifically authorized in writing by the local authorities and HEIQ.
 10. Adhere to the “HeiQ Viroblock Brand Guidelines” as available on the HEIQ-Site.
- d. The BUSINESS PARTNER shall have the right to review and approve in advance HEIQ’s use of any BUSINESS PARTNER Marks under this Agreement. The BUSINESS PARTNER shall retain at all times the exclusive right to withdraw its approval of HEIQ’s use of the BUSINESS PARTNER Marks if such use does not meet the use standards BUSINESS PARTNER may require and provide to HEIQ from time to time. If HEIQ fails to cure defects in quality within ten (10) days after receiving written notice from the BUSINESS PARTNER regarding the need to cure defects, the BUSINESS PARTNER shall be entitled to require an immediate termination of HEIQ’s use of the BUSINESS PARTNER Marks.
3. **Excluded goods and countries.** HEIQ in its sole discretion may restrict the use of its Marks or trade names for select goods, services and/or countries by posting those restrictions on the HEIQ-Site (the “Restrictions”). Business Partner shall regularly consult the HEIQ-Site to ensure compliance with any Restrictions, as well as before requesting from HEIQ the license for further goods, services and/or countries added to the HEIQ-Site. If the BUSINESS PARTNER does not agree with the amended Restrictions, it may terminate this Agreement according to Section 8.
 4. **Term.** The licenses granted hereunder for the **approved goods and services in the approved countries** shall have a term of two (2) years, and shall renew automatically for additional periods of one (1) year, unless either Party provides the other Party with written notice of termination within six (6) months prior to the expiration of any year period hereunder. Additional **approved goods and services and approved countries** can be added to this agreement from time to time by the Parties without any impact on the term of the Agreement.
 5. **Acknowledgment of Rights.** Each Party acknowledges that the other Party is the sole owner of its Marks and trade names and of their associated goodwill; that the Marks and trade names shall be and remain at all times the sole and exclusive property of each Party; that one Party’s use of the other Party’s Marks, and any and all goodwill arising from that use, shall inure solely to the other Party’s benefit; and that the Parties, by reason of this Agreement or otherwise, have not acquired and will not acquire any right, title, interest, or claim of ownership to the other Party’s Marks. The Parties shall not challenge, directly or indirectly, the other Party’s

rights in its Marks, or any application to register, or registration of, any of its Marks, nor shall the Parties at any time take any action contesting or in any way impairing or tending to impair the other Party's rights to its Marks. The Parties shall not at any time adopt or use, without the other Party's prior written consent, any word or mark that is confusingly similar to any of the other Party's Marks.

6. **Hold Harmless.** Any unauthorized use of Claims or statements regarding HEIQ branded goods or services or the HEIQ VIROBLOCK Technology by BUSINESS PARTNER is strictly forbidden and the BUSINESS PARTNER shall defend, indemnify and hold harmless HEIQ from and against any damages of any kind, including without limitation claims, demands, actions, liabilities, lawsuits or other legal proceedings, regulatory proceedings or investigations, and costs and expenses (including without limitation legal fees and costs) incurred by HEIQ or asserted against HEIQ arising out of or related to BUSINESS PARTNER's breach of the obligations in this Agreement (collectively the "Indemnity Events"). HEIQ at its sole discretion may retain counsel of its own choosing in case any Indemnity Events arise, with all fees and costs to be borne by BUSINESS PARTNER.
7. **The HEIQ-Site.** The content on the HEIQ-Site www.heiq.com/heiq-viroblock-trademarks is hereby incorporated by reference and made a part hereof. HEIQ may amend the content on the HEIQ-Site, within a reasonable and appropriate scope, at any time by posting the revised contents on the HEIQ-Site, which shall be binding upon the BUSINESS PARTNER. Therefore, the BUSINESS PARTNER is obliged to regularly consult the HEIQ-Site before presenting Claims to HEIQ for previous review and approval. If the BUSINESS PARTNER does not agree with the respective amendments, it may terminate this Agreement according to Section 8.

The HEIQ-Site is password protected. The BUSINESS PARTNER may access this page using this password: **HVBTM2020**

For security reasons, the password may be updated regularly. The BUSINESS PARTNER may request the updated password by contacting HEIQ.

8. **Termination in Case of Breach.** Either Party may terminate this Agreement upon written notice to the other Party in the event of a breach of any provision of this Agreement by the other Party, such termination being effective sixty (60) days after the date that the breaching Party receives said notice, provided that, during such sixty (60) day period, the breaching Party fails to cure such breach.
9. **Third Party Infringement.** The Parties shall make all reasonable efforts not to violate the intellectual property rights of any third party. Each Party shall promptly notify the other Party of any infringements of the other Party's Marks. The affected Party shall have the sole right to determine whether or not any legal action shall be taken on account of any such infringements of its Marks, and the affected Party shall have the right to control litigation and settlement. This Party shall be entitled to all moneys received as a result of such action, including but not limited to all settlement proceeds and any actual damages, profits, and award of attorneys' fees.
10. **Warranties and Liability.**
 - a. HEIQ represents and warrants that, as of the date of this Agreement, it is the beneficial owner of the HEIQ Marks in those jurisdictions in which the HEIQ Marks are referred to as "registered" on the HEIQ-Site, and that HEIQ is the applicant, acting in its own name and for its own benefit, of the registration of the HEIQ Marks in those jurisdictions in which the registration is referred to as "pending" on the HEIQ-Site.
 - b. HEIQ represents and warrants that, as of the date of this Agreement, to the best knowledge of HEIQ, the use of the HEIQ Marks does not infringe on any third parties' rights in the jurisdictions referred to on the HEIQ-Site.

- c. The BUSINESS PARTNER represents and warrants that, as of the date of this Agreement, it is the beneficial owner of the BUSINESS PARTNER Marks.
- d. The BUSINESS PARTNER represents and warrants that, as of the date of this Agreement, to the best knowledge of the BUSINESS PARTNER, the use of the BUSINESS PARTNER Marks and HEIQ's use of BUSINESS PARTNER's Marks does not infringe on any third parties' rights.
- e. Except as expressly set forth herein, all representations and warranties of the Parties, expressed or implied, are excluded.
- f. With the exception of BUSINESS PARTNER's obligations under No. 6 of this Agreement, any liability of the Parties is excluded to the fullest extent allowed under the law; neither Party shall under any circumstances be liable to the other Party for any other claims relating to the Parties' Marks and the use of the Parties' Marks. Either Party shall, in particular, not be liable to the other Party for any damages resulting from a cancellation or withdrawal of the other Party's Mark, or from a cancellation or refusal of a pending registration of a Party's Mark.

11. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of Switzerland without regard to its conflict of law rules. Any disputes, claims, controversies or differences arising out of or relating to this Agreement shall exclusively be referred to the courts of Zurich, Switzerland, venue being the City of Zurich, District 1.
12. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid, but if any provision of this Agreement is prohibited or invalid, such prohibition or invalidity shall not affect the validity of the remainder of this Agreement.
13. **Modification.** This Agreement, including this paragraph 13, may be modified or amended only by a writing executed by both Parties. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit of the term or condition, provided that such waiver shall be in writing. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.
14. **Assignment and Sublicensing.** Neither Party may assign or sublicense the rights granted hereunder without obtaining the prior written permission of the other Party.
15. **Notices.** Any notice or other communication required or permitted under this Agreement or related to the licenses granted hereunder shall be in writing and shall be (a) delivered personally, (b) sent by first class mail, postage prepaid, (c) sent by certified or registered mail, return receipt requested, (d) sent by overnight mail or courier, postage prepaid, or (e) by electronic mail, to the addresses set forth below:

If to HEIQ:

Attn:	Hoi Kwan Lam
Position:	Chief Marketing Officer
Full address:	HeiQ Materials AG Ruetistrasse 12 8952 Schlieren Switzerland
Tel.:	+41 56 250 68 82
Email:	hoikwan.lam@heiq.com

If to BUSINESS PARTNER:

Attn:	ARANTZAZU UGARTE
Position:	MANAGER
Full address:	SAN ANDRES AUZOA 2 pab 5-6 20500 Arrasate, SPAIN
Tel:	+ 34 627831505
Email:	orlegia@orlegia.com

16. **Entire Agreement.** This Agreement contains the complete agreement of the Parties with respect to its subject matter, and any and all prior agreements or other arrangements relating to the subject matter of this Agreement are superseded in their entirety.
17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Agreement may be transmitted by electronic means in PDF format, and reproduction of signatures by electronic means in PDF format, or by facsimile, will be treated as binding as if original.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

HEIQ

BUSINESS PARTNER

Name: Hoi Kwan Lam

Name: ARANTZAZU UGARTE ZABALA

Title: Chief Marketing Officer

Title: CEO

Signature:



Signature:



Date: 02-02-2021

Date:

HEIQ

BUSINESS PARTNER

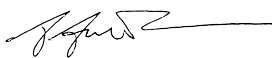
Name: Carlo Centonze

Name:

Title: CEO

Title:

Signature:



Signature:

Date: 02-02-2021

Date: