

Licence Agreement

between the customer Hakadesch d.o.o., Kolodvorska 41, 4400 Novska, Croatia
(hereinafter always referred to as "Licensee")

regarding licensing of "PFEILRING" -production license

and

Enginite Services FZ-LLC
Academic Zone 01-Business Center 5
RAKEZ Business Zone-FZ
Ras Al Khaimah
United Arab Emirates

represented by

Mr. Michael Stanich, Manager of Enginite Services (hereinafter always referred to as "Licensor")

Article 1: Licensed item

The "Contractual product" is: "PFEILRING"- production license

Article 2: Definitions

Contract protection rights:

Contract protection rights are

The brand "PFEILRING"

Contract know-how:

The contract know-how includes all technical information concerning the contractual product, which the Licensor has already disclosed or will disclose to the Licensee. Oral information is also covered by this term.

Article 3: Licensing

The Licensor authorizes the Licensee to use the contract protection rights under (the frame of) this Agreement. The Licensor also provides the Licensee with the contract know-how and the right to use it.

The Licensee receives these usage rights as a simple license to exercise them only regarding the contractual products and only to the below agreed extent.

Article 4: Scope of licence

The Licensor authorizes the Licensee to manufacture and distribute the contractual product in the sales area. Contractual products are all kinds of clothes and underwear. The sales area extends to the following countries:

Germany.

The Licensor authorizes the Licensee to distribute the contractual products in this area.

Article 5: Transferability of rights and obligations

Rights and obligations under this contract are not transferable.
The Licensee is not authorized to give any sub-licenses.

Article 6: Transmission of contract know-how

The Licensor hands over to the Licensee the contract know-how at the Agreement beginning, in written or oral form, in order to prepare the Licensee for a successful production and distribution of the contractual goods.

Until possible termination of this contract, the Licensor informs the Licensee about improvements and experiences, as far as they are part of the contract know-how. The Licensee has the right to use them during the contract period without giving additional compensations in return.

Article 7: Improvements of the contractual product by the Licensee

The licensor has the right to use them free of charge and without restriction. He is allowed to claim protection rights for them.

Article 8: Exercising of the licence

The Licensee undertakes to take over exercising of the license.

Article 9: Obligation to notify about deliveries and services of the contractual product

The Licensor obliges the Licensee to inform the Licensor in writing about every delivery and service of the contractual product in the sales area.

For the sake of simplicity, a weekly report can be made.

Furthermore, the Licensor also obliges the Licensee to include in all his delivery invoices for the contractual product the reference regarding exercising the license: For example: "Made under" PFEILRING license".

Article 10: Quality

The Licensee does not undertake to manufacture nor to distribute any of market standard quality products in order to prevent damage to the brand "PFEILRING".

Article 11: Confidentiality

The Licensee undertakes to keep the contract know-how confidential.

Article 12: Licensor's warranty

The Licensor is not aware of any existing facts that would put the contract rights into question at the beginning of the contract.

The Licensee had access to the files proving the existence of the contract rights.

The Licensor does not warrant to assert the contract rights or that the secret of contract know-how remains secret.

The Licensor warrants to assert the contractual rights at his own expense for the duration of the contract and to pay any fees for that purpose.

Article 13: Defence

If a third party is suing for the infringement of its industrial property rights by the activities of the Licensee under this contract, then the defendant contractor must immediately inform the other contractual party. If the third party has acted against the Licensee, he must take urgent and necessary defensive measures, however, for the resulting costs he can charge the Licensor. Further defensive steps are to be agreed by the parties.

Article 14: Liability

The Licensor's liability under this license agreement is limited to the explicitly accepted commitments.

Any liability of the Licensor for indirect damage is excluded.

Article 15: Licence fees

Basic fee per year is 100.000€

Payments are due as follows: 12,00% of net sales made with the contractual product. The net turnover is declared out of the service price.

The payment of the license fee must be made to our account 10 days after the turnover transfer at the latest.

The Licensor has the right to inspect the books of the Licensee, as far as that is necessary for the determination of his claims.

He can transfer the examination to a third party.

Article 16: Applicable law

This contract is governed by UAE law.

Article 17: Jurisdiction

Jurisdiction Dubai, UAE.

Article 18: Beginning and end

This contract enters into force on the 1st January 2024.

This contract ends on the 31st December 2024.

If one of the parties violates this contract and if it does not reconstitute the contractually compliant condition in accordance with the contract within two months, the other party reserves the right for an extraordinary termination.

Licensee Hakadesch d.o.o.

Name: Marica Seba, Signature

Location: Dubai, date the 2th of December 2023

Licensor Enginite Services FZ-LLC

Name: Michael Stanic, Signature

Location: Dubai, date the 2th of December 2023

