

License Agreement for the registration of POZ 927-2016 trademark

entered into in accordance with Art. 508 of Law No. 513/1991 Coll. of the Commercial Code and subsequent amendments, and Art. 20 of Law No. 506/2009 Coll. regulating trademarks and subsequent regulations (hereinafter referred to as "contract")

between these parties to the contract:

Provider

Commercial name: MK - Proo s.r.o.

Company seat: Mliečany 147, 929 01 Dunajská Streda

Company ID: 35 817 496

VAT ID:

Company Registry Records of Trnava District Court, Section Sro, File No. 13636/T

Bank details:

SWIFT /BIC/ Bank code:

Account number, IBAN format

Company statutory representatives: Ing. László Farkas
Gergely Farkas

(hereinafter referred to as "provider")

and

Applicant

Commercial name:

Company seat:

Company ID:

Company Registry Records

Represented by:

(hereinafter referred to as "applicant")

as follows

I. Definition of terms

1. Trademark for the purposes of this contract refers to "ICE ROLL", which is submitted for registration with the Industrial Property Office of the Slovak Republic in the trademark category. The registration entry is documented by the Industrial Property Office of the Slovak Republic as POZ 927-2016, date of submission: April 29th, 2016, category of goods and services in classes: 29,30; for colors: black, white, brown, orange, purple (hereinafter referred to as "trademark").
2. The use of the trademark for the purposes of this contract refers primarily to its depiction on equipment used for manufacturing or the provision of services in accordance with the line of business of the applicant, and for which the right of trademark usage had been granted in accordance with this contract. The use also encompasses the displaying of the trademark on stationery, business documents, invoices, orders, contracts, advertising materials and others.
3. Merchandise for the purposes of this contract refers primarily to a machine, machine-equipped assembly line, cup, spoon and powder for the preparation of ice cream and other frozen foods that

serve for the manufacture or provision of services in accordance with the line of business of the applicant and for which the right to use the trademark was issued in accordance with this contract.

II. Subject of the contract

1. The subject of this contract is the provision of non-exclusive right to the temporary use of the "**ICE ROLL**" designation. The trademark application was submitted on April 29th, 2016 and is catalogued in the registry of the Industrial Property Office of the Slovak Republic as POZ 927-2016, submitted for classes 29,30, for colors: black, white, brown, orange, and purple.
2. After the registration of the trademark with the Industrial Property Office, this license agreement will cover this registered trademark.
3. The provider transfers to the applicant the right to use the trademark for all goods and services for which it is registered and at the same time which are in the applicant's line of business as of the date of this contract's signing – applicable for the territory of the Slovak Republic and the applicant agrees to remunerate the provider for the usage rights the sum agreed in Article VIII of this contract.
4. The above-mentioned usage rights to the trademark are transferrable from the applicant to third parties pursuant to an agreement with the provider.

III. Trademark scope and usage

1. The provider will grant to the applicant non-exclusive right to the trademark usage, as is specified in Articles I and II of this contract. The right to usage is granted via this contract for all goods and services for which the trademark was registered with the Industrial Property Office of the Slovak Republic.
2. The applicant has the right to use the trademark on all stationery with its business partners, invoices, orders, contracts, and additional materials of similar nature, as well as on advertising materials.

IV. Applicant obligations

1. The applicant agrees to uphold the following:
 - use the trademark continually for the entire period of validity of this license agreement,
 - refrain from using the trademark in a form that is different from that which was registered with the Industrial Property Office of the Slovak Republic,
 - disclose without delay to the provider all the information with regard to unauthorized usage of the trademark by third parties, as well as inform the provider without delay about any information that becomes known with regard to any claims by third parties to the rights in connection with the trademark.
 - for the duration of this contract, store all the relevant documentation on the usage of the trademark, and no later than 1 month after the termination of the contract, submit this documentation to the provider,
 - use the trademark in such a way so as to prevent any kind of damages of the commercial name of the provider,
 - over the course of administration of the designated line of business for the duration of this contract, purchase goods in connection with the usage of the trademark solely from the provider.

V. Provider obligations

1. The provider agrees to uphold the following:
 - for the entire duration of the license agreement keep the rights to the usage of the trademark which is the subject of this contract on the territory of the Slovak Republic, and take all the

necessary measures to maintain all the rights connected to it pursuant to its registration with Industrial Property Office, namely to ensure that the period of its effectiveness is extended in due time,

- inform the applicant ahead of time about any intention to enter into another trademark license agreement, which is the subject of this contract, with another business entity registered in the Slovak Republic,
- take all the necessary measures when it comes to any claims made by third parties with regard to the trademark rights, in order to prevent the preclusion or a significant impediment to the fulfillment of the subject of this contract.

VI.

Quality requirements

1. The applicant is obliged to distribute only products and services marked with a trademark which conform to the effective technical norms of the Slovak Republic as well as to uphold their adequate condition and quality, which is customary in the Slovak Republic.

VII.

Additional rights and responsibilities of contractual parties

1. The applicant is entitled to use the trademark only in the way and for the purposes proscribed in this contract.
2. The provider has the right to request the provision of documentation confirming the use of trademark in the agreed manner.

VIII.

Remuneration and payment

1. The applicant will pay to the provider a license fee for the usage of the trademark (hereinafter referred to as "license fee") in the total sum of 4000.00 EUR without VAT (four-thousand eur). A license fee of 2000.00 EUR without VAT (two-thousand eur) is due at the latest by the 15th day from the end of the 1st year of the trademark usage by the applicant. A license fee of 2000.00 EUR without VAT (two-thousand eur) is due at the latest by the 15th day from the end of the 2nd year of the trademark usage by the applicant.
2. An applicable VAT will be added to the license fee.
3. The provider is obliged to notify the applicant in writing at least 15 days prior to the due date of the agreed license fee. For the entire period the provider fails to fulfil this obligation, the applicant is not deemed to be late with the license fee payment.
4. The provider has the right to adjust the license fee only with a prior consent of the applicant. Any adjustment in license fees is to be done via an addendum to the contract.
5. All potential fees and taxes connected with the license fees are borne by the provider.
6. The fees due as a result of trademark registration and maintaining its effectiveness are borne by the provider.

IX.

Contract validity and effectiveness

1. The contract becomes valid and effective on the date of its signing by both parties to the contract.
2. The registration of the license agreement is performed by the Office, based on request submitted by the provider. The provider as the entity registering the trademark is obliged to lodge a request with the Industrial Property Office of the Slovak Republic for a record of the termination or the expunging of the license agreement from the registry of the Industrial Property Office after the end of this license agreement's validity.

X.

Withdrawal from the contract

1. The parties to the contract have agreed that a gross negligence with regard to the fulfillment of the individual contract provisions constitutes a valid reason for withdrawal from the contract. Gross negligence by the applicant is defined as being more than 30 days late with the payment for license fees. The notice period for the withdrawal from the contract is 3 months.

XI.

The contract's effectiveness

1. This contract is entered into for a period of 3 years.
2. The parties to the contract make a note of the fact that this license agreement becomes effective vis-à-vis third parties on the date of its entry into the trademark registry of the Industrial Property Office of the Slovak Republic.

XII.

Final provisions

1. This contract was made in 3 copies in the Slovak language. Each party will receive 1 copy of the contract at signing; 1 copy of the contract is intended for the Industrial Property Office of the Slovak Republic.
2. Any amendments and additions to this contract have to be made in the written form and require the signature of both of the contractual parties.
3. Invalidity and ineffectiveness of any of the individual provisions of this contract does not have an effect on the effectiveness of the contract as a whole. The parties to the contract commit to replace any ineffective provisions with provisions that the most closely express their will outlined in the ineffective provisions and to do so at the earliest date possible from the date when the shortcomings were discovered. Any gaps in the contract are to be resolved in a similar way.
4. The relations between the contractual parties, which are established via this contract, if not explicitly defined by it, are governed by the applicable provisions of the Law No. 513/1991 Coll. of the Commercial Code and subsequent legislation and law No. 506/2009 Coll. governing trademarks and subsequent legislation; and other legal provisions in effect in the Slovak Republic.
5. The parties to the contract proclaim that they have duly read the contract, that it expresses their free and earnest will, free of errors and that they have understood its contents, all of which they affirm by attaching their own signatures. Furthermore, the parties to the contract declare that they have not entered into the contract under duress or markedly disadvantageous conditions.

in Dunajská Streda, date

Provider

MK - Proo s.r.o.

zast.: Ing. László Farkas, Statutory representative

Gergely Farkas, Statutory representative

Applicant