LICENSE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO

BY AND BETWEEN:

Dr. Willmar Schwabe GmbH & Co. KG, a company existing and organized under the laws of Germany, with its registered office at Willmar-Schwabe-Straße 4, 76227 Karlsruhe, Germany

- hereinafter referred to as "LICENSOR" -

and

Shin Shin Healthcare Co., Ltd, a company existing and organized under the laws of Taiwan, R.O.C, with its registered office at 3F., No. 129, Sec. 1, Yuanlu Rd., Puyan Township, Changhua County 516022, Taiwan (R.O.C.)

- hereinafter referred to as "LICENSEE" -

WITNESSETH

WHEREAS LICENSOR has developed or has rights for a formula for and the process of manufacture of various pharmaceuticals specified in **Annex 1** to this Agreement (hereinafter referred to as the "PRODUCTS");

WHEREAS LICENSOR has significant scientific, technical and commercial know-how regarding the PRODUCTS;

WHEREAS LICENSOR is the owner of the trademarks listed in **Annex 1** under which the PRODUCTS will be sold in the Territory (hereinafter referred to as the "Trademarks"); and

WHEREAS LICENSEE is engaged in the sale of various pharmaceutical products and desires to manufacture, use and sell the PRODUCTS in the Territory.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Article 1 - LICENSE

LICENSOR grants to LICENSEE who accepts on terms and conditions of this Agreement the exclusive right without the right to sublicense to:

a) import and purchase the PRODUCTS in finished form;

b) distribute, promote and sell the PRODUCTS in finished, saleable form as drug in the ethical market; and

c) use the Trademark for purpose of b);

in the Territory (hereinafter referred to as "License"), whereby the right to use the Trademark "Tebonin" is only granted if and to the extent that it is not cancelled, deleted or otherwise suspended in the Territory due to non-use or for any other reasons. In such event, the right to use shall end and LICENSEE shall cease using the Trademark immediately.

Article 2 - TERRITORY

The License is granted for the territory of Taiwan, R.O.C (hereinafter referred to as "Territory").

LICENSEE undertakes not to manufacture, distribute or sell the PRODUCTS outside the Territory, directly or indirectly.

Article 3 - TERM

This Agreement will come into force upon signature by the parties for an initial term starting on the date of signature of the contract and ending after 6 (six) years. Thereafter the Agreement will be extended for 2 (two)-year-terms, unless either party terminates the Agreement by registered letter or fax at least 6 (six) months before the end of the initial or any subsequent period.

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Article 4 - MARKET INTRODUCTION

The introduction of the PRODUCTS in the Territory must take place within 24 (twenty-four) months after granting of the Registration/Marketing Authorization or marketing approval of the PRODUCTS by the competent authorities in the Territory. In failure hereof, LICENSOR may terminate the Agreement by registered letter or fax and demand the transfer free of charge of all rights and documents pertaining to the PRODUCTS such as governmental authorizations, approvals and all scientific and marketing documents to itself or a third party designated by it.

Article 5 - LICENSOR'S SPECIAL OBLIGATIONS

Throughout the term hereof, LICENSOR shall:

1. Supply LICENSEE with the documents and information available and necessary for the use of the License. All documents and information shall remain the property of LICENSOR.

2. Maintain and, within a reasonable range, defend the Trademark at its own costs and expenses. If LICENSOR refuses to defend the Trademark, LICENSEE is entitled to take over the defense at its own costs and expenses.

3. Furnish or have furnished LICENSEE's requirements of the PRODUCTS within LICENSOR's capacities and according to the rolling forecast agreed upon separately.

Article 6 - LICENSEE'S SPECIAL OBLIGATIONS

Throughout the term hereof, LICENSEE shall:

1. Unless the Marketing Authorization is already available or LICENSOR applies for registration, take all necessary steps to apply for Marketing Authorization of the PRODUCTS with the competent authorities in the Territory, according to the local regulations prevailing, within three months after receipt of the documentation in the name and on behalf of LICENSOR. LICENSEE does not undertake regulatory activities with the local authorities without the prior consent of LICENSOR and provides a copy of any documentation submitted by LICENSEE to the local authorities to LICENSOR. LICENSEE shall give notice to LICENSOR about the grant of the Marketing Authorization and send one copy of the registration certificate and the approved SmPC, patient information leaflet and labeling to LICENSOR in both the national language and as English translation without undue delay. LICENSEE is responsible for approval of packaging materials in case finished product is provided by LICENSOR. LICENSEE is responsible for compliance of packaging materials with the relevant registration/marketing authorisation and with all local regulatory and legal requirements. LICENSOR is not liable for the consequences of errors and non-compliances overlooked by the person responsible for approval of packaging materials.

2. Comply with the laws and regulations applicable in the Territory for manufacture and packaging, if any, as well as use and sale of the PRODUCTS.

3. Manufacture and package the PRODUCTS, if any, in the Territory according to the rules and instructions of LICENSOR or thereafter agreed upon by both parties, especially to the manufacturing and test specifications of LICENSOR.

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4. Before placing on sale, submit to LICENSOR samples of its first three lots of the PRODUCTS free of charge. LICENSOR shall communicate its comments concerning such samples 3 (three) weeks after receipt. Later on, samples will only be submitted upon demand and free of charge.

5. Request the prior written approval of LICENSOR for any scientific or marketing study and/ or pharmacological, preclinical and clinical experiments with the PRODUCTS (including study protocols thereof) LICENSEE intends to undertake in the Territory under its own responsibility and at its own expenses. The results of those studies and experiments shall be disclosed to LICENSOR and be at its disposal and use free of charge.

6. Not publish the results of its own scientific or marketing studies and/or pharmacological, preclinical and clinical experiments of the PRODUCTS without LICENSOR's prior written approval.

7. Not apply for any patent in respect of the PRODUCTS worldwide, without prior written consent of LICENSOR. In case LICENSOR gives its consent to such application, such application has to be transferred to LICENSOR free of charge.

8. Transmit to LICENSOR LICENSEE's marketing plan early enough before the intended launching date of the PRODUCTS. No later than 1 (one) month after receipt of such plan LICENSOR shall send to LICENSEE its written remarks and comments. Also 3 (three) months before each marketing year, LICENSOR shall receive from LICENSEE the marketing plan for the forthcoming year and LICENSOR shall have one month delay for sending its written remarks and comments. LICENSEE agrees to take into account such remarks and comments and modify its plan accordingly.

9. Not deviate from LICENSOR's basic scientific statements regarding the PRODUCTS (PRODUCTS profile). For this purpose LICENSEE shall present its promotion material and basic statements regarding the PRODUCTS to LICENSOR in advance for comments. LICENSEE agrees to take into consideration any remarks and modify its material or statements accordingly.

10. Take all necessary steps for rapid commercial penetration and rising sales of the PRODUCTS in the Territory. LICENSEE shall assign to its sales promotion a staff of representatives sufficient to cover the Territory adequately and to call on the physicians therein in view of expanding sales of the PRODUCTS.

11. Use reasonable efforts to promote and market the PRODUCTS in the Territory and solely use the Trademark for the PRODUCTS informing LICENSOR of any infringement of the Trademark. LICENSEE shall neither use the Trademark for any other products nor for any other purpose than the fulfillment of this Agreement and shall not use nor file, directly or indirectly, any trademarks or tradenames similar to or confusingly similar to the Trademark, including, but not limited to, translations and/or transliterations of the Trademark. LICENSEE shall undertake to never act, in any way whatsoever, directly or indirectly, against the Trademark or LICENSOR's rights in the Trademark.

12. Coordinate applications for domain names containing the Trademark or domain names similar to or confusingly similar to the Trademark with LICENSOR prior to their application. In any event LICENSEE may for the duration of this Agreement register and maintain such domain names in his own name in trust of and on behalf of LICENSOR only. Upon written request LICENSEE will at any time forthwith delete or assign such domain names free of charge to LICENSOR or a third party named by LICENSOR.

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13. Not exploit any product with the same main indication or the same active ingredients as the PRODUCTS in the Territory including a term of 6 (six) months after termination of the Agreement.

14. Inform LICENSOR of any legal, economic, commercial or other event which may affect the progress of sales of the PRODUCTS in the Territory.

15. Procure all its requirements of the PRODUCTS only from LICENSOR or suppliers designated by LICENSOR and at prices and conditions to be agreed separately.

16. Not assign this Agreement to anyone, without prior written consent by LICENSOR.

17. Not use any information of the PRODUCTS or any information of LICENSOR for any other purpose than the fulfillment of this Agreement and not disclose to any third party, except to those employees who are directly concerned with the distribution and sale of the PRODUCTS and are bound to the same secrecy obligation and except the competent authorities in the Territory, any information of the PRODUCTS or any information of LICENSOR, including the time after termination of the Agreement until such information fall into the public domain with no fault of LICENSEE.

18. Maintain stocks of the PRODUCTS sufficient in quantities at all times to satisfy the market requirements in the Territory.

19. Subject the PRODUCTS to incoming quality control. All defects and deficiencies must promptly be notified by LICENSEE to LICENSOR in writing within 1 (one) month upon receipt. LICENSOR will replace the defective amount free of charge within reasonable time, if justified. Thereafter such goods shall be deemed approved and all warranty claims be excluded.

Article 7 - LICENSOR'S INTELLECTUAL PROPERTY

In case LICENSEE intends to use pictures, texts and data of LICENSOR's advertising materials either in printed, visual or other form for the promotion of the PRODUCTS in the Territory, LICENSEE has to consult LICENSOR in advance about the details of the usage of the advertising materials. In any case LICENSOR reserves the copyright on all advertising materials provided and all other intellectual property, including logos, packaging design, etc. LICENSEE shall use the provided promotional materials under its own responsibility and risk. LICENSEE will indemnify and hold LICENSOR harmless from any claims that may arise from the use of the provided promotional materials which does not comply with the laws and regulations applicable in the Territory. If not agreed otherwise the license to use the intellectual property of LICENSOR shall automatically expire with the expiry or termination of this Agreement. However all restrictions named above shall further apply for a period of 5 (five) years after expiry or termination of the Agreement.

Article 8 – DEFINITION OF DRUG REGULATORY, PHARMACOVIGILANCE AND PHARMACEUTICAL RESPONSIBILITIES

Upon signature of this Agreement, the parties will agree in separate agreements on their duties and responsibilities regarding

- pharmacovigilance, including product risks
- handling of quality complaints and product recalls
- batch release arrangements and pharmaceutical responsibilities
- cooperation during registration processes

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- procedure for approval of packaging materials

in respect of the PRODUCTS in accordance with the applicable laws and regulations.

Article 9 - RECORDS AND STATEMENTS

1. LICENSEE shall keep complete, accurate and detailed records of the sales of the PRODUCTS.

2. LICENSEE shall transmit every month a statement of the sales of the PRODUCTS of the preceding month specifying values, quantities and inventory.

3. LICENSOR is authorized, directly or through an independent auditor, at any time during business hours, to check LICENSEE's books, records, delivery notes and invoices concerned.

4. In the event of late payment by LICENSEE of any sum due, such amount shall bear interest, automatically and without notice of default, from the date of delay at the basic interest rate of the European Central Bank plus four points, without prejudice to LICENSOR's right to require the payment in its discretion.

Article 10 - TERMINATION

1. Either party may terminate this Agreement according to Article 3.

2. In the event of any default by either party under any of its obligations under this Agreement and the defaulting party failed to cure such default, this Agreement may be terminated in the other party's discretion by registered letter or fax, 1 (one) month after notice to the defaulting party which notice shall be by registered letter or fax and shall specify the obligation allegedly breached and the action to be taken to cure such breach, without need to comply with any court or other formality and without prejudice to recovery of any damages.

3. LICENSOR may terminate this Agreement by registered letter or fax if, for any reason, LICENSEE has not actually sold in the first marketing year or any subsequent year the number of units of the PRODUCTS corresponding to the figures settled separately, within 3 (three) months after receipt of the sold number of units of the PRODUCTS in the corresponding marketing year.

4. In the event that LICENSEE should not launch the PRODUCTS within 2 (two) years after signature of this Agreement due to rejection of its Marketing Authorization or to any other reasons, either party may terminate this Agreement by registered letter or fax without owing or demanding any indemnification.

5. This Agreement may be terminated by either party by registered letter or fax upon appointment of a receiver or upon declaration of bankruptcy or similar proceeding of the other party within one month upon taking of notice.

6. LICENSOR may terminate this Agreement according to Article 4 and/or the according to the requirements in the sideletter.

7. In case there shall be a merger of LICENSEE with a third party or transfer by way of sale or contribution in kind of any part of its assets or goodwill to which pertain the rights resulting from this Agreement or change of control of final ownership of LICENSEE

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which includes change of control of the final parent company of LICENSEE, then LICENSOR shall have the right to terminate the Agreement by registered letter or fax with a prior written notice of ninety days. LICENSEE shall inform LICENSOR promptly of the occurrence of any such events.

8. In case the renewal of the Marketing Authorization would result in expenditures which are uneconomical in view of the sales of the PRODUCTS, LICENSOR may terminate the Agreement with effect of the expiry of the Marketing Authorization.

9. LICENSEE shall, upon termination of the Agreement for any reason, promptly transfer to LICENSOR or any party designated by it, in consideration of 1 (one) Euro and in the form required by the regulations applicable in the Territory, all rights and documents pertaining to the PRODUCTS in the Territory such as the Marketing Authorization, if any, governmental authorizations, approvals, domain names containing or similar to or confusingly similar to the Trademark , if any, and all scientific and marketing documents. Upon termination of this Agreement LICENSEE shall not be entitled to claim compensation or indemnification of any kind whatsoever.

10. In case of termination of this Agreement, if termination is declared by LICENSOR, LICENSEE will be granted with a 3-month sellout period after termination. After expiry of the sellout period, LICENSOR will, at its discretion, either (i) repurchase the remaining stock of PRODUCTS in good and saleable condition limited to a three-month requirement for a repurchase price calculated from the delivery price plus the logistic cost for return transport; or (ii) have the remaining stock of PRODUCTS destroyed by LICENSEE and, unless stipulated otherwise in this Agreement or the sideletter, bear the destruction cost (calculated from the delivery price plus any occurrence fee for the product destruction). If termination is declared by LICENSEE, LICENSOR agrees to notify LICENSEE with respect to its decision whether to repurchase stocks of the PRODUCTS in good and saleable condition limited to a three-month requirement. Other stocks must be destroyed by LICENSEE at its costs.

Article 11 - LIABILITY

LICENSOR shall be liable for damages resulting from defaults of the PRODUCTS supplied by LICENSOR in so far as it does not comply with its analytical specifications.

LICENSEE shall assume the entire liability resulting from storage, transportation, manufacturing, packaging, use, promotion, distribution and sale of the PRODUCTS and shall effect a sufficient insurance cover concerning PRODUCTS liability presenting an insurance policy to LICENSOR upon request.

Article 12 - FORCE MAJEURE

If the performance of this Agreement or of any obligation hereunder is prevented, restricted or interfered with by reasons beyond the control of the affected party such as acts of God, fires, events of nature, typhoons, floods, epidemics, explosions, sabotages, riots, accidents, strikes, lockouts or labor troubles, perils of the sea, delivery delays of subcontractors, unavailability of the PRODUCTS, the party so affected upon prompt notice to the other party shall be excused from the obligations of the Agreement to the extent and for the period of such prevention, restriction or interference, provided that the affected party shall again comply with its obligations of the Agreement promptly after removal of such limitation.

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Article 13 - WAIVER

The failure or delay of either of the parties to require the performance of a term or obligation under this Agreement or the waiver by either of the parties of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder.

Article 14 - LAW - ARBITRATION - LANGUAGE

1. This Agreement and all matters consequent hereupon shall be governed by the laws of Germany. The Convention relating to the Uniform Law on the International Sale of Goods of 1964 and the United Nation Convention on Contracts for the International Sale of Goods of 1980 are not applicable.

2. All disputes which may arise in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. Place of arbitration shall be Frankfurt/ Main, Germany.

3. The relevant language of this Agreement and the arbitration procedure is English. If the English legal meaning differs from the German legal meaning, the German legal meaning shall prevail.

Article 15 - ADDRESSES

For purposes hereof and all matters consequent hereupon, the parties designate their addresses for notices as follows:

If to LICENSOR:
Dr. Willmar Schwabe GmbH & Co. KG
Corporate Legal Department
Willmar-Schwabe-Straße 4
D-76227 Karlsruhe
Germany
Tel.: 0049 721-4005-9584

If to LICENSEE:
Shin Shin Healthcare Co., Ltd
3F., No. 129, Sec. 1, Yuanlu Rd.,
Puyan Township,
Changhua County 516022 ,
Taiwan (R.O.C.)
Tel.: +886 2 8792 2699
Fax: +886 2 8792 1898

Article 16 - MISCELLANEOUS

Full powers are delegated to the bearer of an original hereof to comply with all formalities prescribed by law.

If a provision of this Agreement shall be null and void the other provisions of this Agreement shall not be affected thereby. The parties, however, shall immediately replace such provision by a new one having nearest the same economic result.

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Changes and amendments of this Agreement shall be made in writing and signed by both parties.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and its successors and assignees.

Karlsruhe, Germany

Date: February 6, 2024

Dr. Willmar Schwabe GmbH & Co. KG

Dr. Anke Balzer
Chief Commercial Officer

Tobias Kaiser
Director Sales & Operation Planning

Taiwan, R.O.C

Date: February 6, 2024

Shin Shin Healthcare Co., Ltd

Lee, Tien-Ying
Chairman

Annex 1 to License Agreement between Dr. Willmar Schwabe GmbH & Co. KG and Shin Shin Healthcare Co., Ltd

	Active Ingredient	Delivery form	Dosage form	Strength	Pack size	Marketing Authorization Holder	Trademark/ Identifier	Trademark status/ owner	Legal status in the supplied market*
1.	EGb761®	Finished good	tablet	40mg	30 fct	LICENSEE	Tebokan, Tebonin[1]	Dr. Willmar Schwabe GmbH & Co. KG	pharmaceutical
2.	EGb761®	Finished good	tablet	40mg	100 fct	LICENSEE	Tebokan, Tebonin[1]	Dr. Willmar Schwabe GmbH & Co. KG	pharmaceutical
3.	EGb761®	Finished good	tablet	40mg	200 fct	LICENSEE	Tebokan, Tebonin[1]	Dr. Willmar Schwabe GmbH & Co. KG	pharmaceutical

1 Subject to restriction of Article 1.

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