

## **Advertising Agreement**

This Advertising Agreement ("Agreement") is made and entered into as of 29.05.2024, by and between:

**Lean Education And Development Ltd**, a company duly organized and existing under the laws of the United Kingdom, with its registered address at Cinder Bank, Dudley DY2 9AP, UK, and having VAT number 04095839 ("Company"), and

**Fabio Battaglia**, residing at Piazza Virgilio, 4, 20123 Milano MI, Italy ("Doctor").

**WHEREAS**, Company develops and manufactures gels, including Hondro Sol;

**WHEREAS**, Doctor is a licensed rheumatologist in Italy;

**WHEREAS**, Company desires to engage Doctor to endorse and advertise Hondro Sol; and

**WHEREAS**, Doctor desires to endorse and advertise Hondro Sol on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties agree as follows:

### **1. Services**

Doctor agrees to the following:

(a) **Endorsement:** Endorse Hondro Sol as a gel that may be useful for musculoskeletal disorders and improve joint health.

(b) **Use of Name and Likeness:** Grant to Company the non-exclusive, worldwide right and license to use Doctor's name, image, and likeness (collectively, "Likeness") in connection with the advertising and promotion of Hondro Sol. This includes, but is not limited to, the use of Likeness in:

- \* Promotional materials (print and digital)
- \* Advertising (print, online, television, social media)
- \* Banners and landing pages
- \* Company website

(c) **Patient Recommendations (Optional):** Doctor may, at his sole discretion, recommend Hondro Sol to patients he deems appropriate. Doctor acknowledges that any such recommendation will be based on his independent medical

judgment and will comply with all applicable laws and regulations regarding the promotion of gels.

## **2. Term and Termination**

This Agreement shall commence on the Effective Date and shall continue for an indefinite period unless earlier terminated as provided herein. This Agreement may be terminated by either party upon written notice to the other party.

## **3. Compensation**

In consideration of the services rendered hereunder, Company shall pay Doctor a one-time fee of Ten Thousand Dollars (\$10,000.00) via electronic transfer to Doctor's bank account:

- Bank Name: National Bank of Greece
- Account Name: Fabio Battaglia
- Account Number: IT60X6478309193203856710892 (IBAN)

## **4. Disclaimers**

Doctor acknowledges and agrees that:

(a) Hondro Sol is a gel and is not a substitute for medical diagnosis or treatment.

(b) Doctor's endorsement of Hondro Sol does not constitute a guarantee of results.

(c) Doctor is solely responsible for the content of any statements he makes about Hondro Sol.

## **5. Representations and Warranties**

Each party represents and warrants to the other party that it has the full power and authority to enter into this Agreement and perform its obligations hereunder.

## **6. Indemnification**

Doctor agrees to indemnify, defend, and hold harmless Company, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Doctor's breach of this Agreement.

## **7. Confidentiality**

The parties agree to keep confidential all non-public information of the other party obtained pursuant to this Agreement.

## **8. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

## **10. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

## **11. Notices**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by reputable overnight courier service, addressed as follows:

### **If to Company:**

Lean Education And Development Ltd Cinder Bank, Dudley DY2 9AP UK

### **If to Doctor:**

Fabio Battaglia Piazza Virgilio, 4, 20123 Milano MI, Italy

## **12. Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by an event of Force Majeure beyond such party's reasonable control, including, but not limited to, acts of God, war, terrorism, strikes, lockouts, power outages, or telecommunications failures.

## **13. Waiver**

No waiver of any provision or condition of this Agreement shall be deemed a waiver of any other provision or condition, and no waiver shall be effective unless in writing and signed by both parties.

## **14. Headings**

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

### **15. Assignment**

This Agreement may be assigned by either party with the prior written consent of the other party.

### **16. Amendments**

This Agreement may be amended only by a written instrument signed by authorized representatives of both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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**Lean Education And Development Ltd**

**Peter Johanson**

**Title: Campaign CEO**



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**Fabio Battaglia**