

## TRADEMARK COEXISTENCE AND CONSENT AGREEMENT

This agreement is by and between:

### Laboratoires La Prairie SA ("LLP") –

Owner of U.S. Application Nos. 79/335545 and 79/335620 for LA PRAIRIE SWITZERLAND, both covering: "Non-medicated toiletry preparations and cosmetics; perfumery products, namely, perfume oils, perfumes, perfumed soap, essential oils; make-up products, namely, make-up powder, make-up foundation, make-up pencils; non-medicated soaps; non-medicated hair treatments preparations and hair care preparations for cosmetic purposes; deodorants and antiperspirants for personal use; sun protection preparations, namely, sun block preparations; all the aforesaid goods of Swiss origin" in **Class 3**; "Articles of paper and cardboard included in this class, namely paper stationary, face towels of paper, paper hand-towels, cardboard boxes, cardboard containers; printing products in the nature of printed matter, namely, product guides featuring information about or on the subject of cosmetics, makeup and makeup tools; instructional or teaching material except apparatus, in the field of cosmetics, skin care; catalogs in the field of skin care research, skin care products, makeup products, perfumes; printed books in the field of cosmetics, art photography, fashion; printed holiday cards; printed social note cards; sheets, films and bags of plastic for wrapping and packaging; gift boxes; stationery; tissues of paper for removing make-up; all the aforesaid goods of Swiss origin" in **Class 16**; "Cosmetic utensils, namely, cosmetic brushes, applicator sticks for applying make-up; toilet utensils; toilet cases, namely, fitted vanity cases; combs and toiletry sponges; brushes, except paintbrushes, in the nature of hair brushes; make-up brushes; cosmetic utensils in the nature of spoons for cosmetic use; cosmetic utensils in the nature of spatulas for cosmetic use; perfume vaporizers sold empty; all the aforesaid goods of Swiss origin" in **Class 21**; "Online retail store services featuring cosmetic and beauty products; retail store services for goods featuring non-medicated cosmetic and toiletry products, perfumery products, essential oils, make-up, non-medicated soaps, non-medicated hair preparations and treatments, deodorants and antiperspirants for personal use, sun care preparations, cosmetic utensils, toiletry utensils, toiletry cases, combs and sponges, brushes except paintbrushes, make-up brushes, spoons for cosmetic use, spatulas for cosmetic use, perfume vaporizers, tissues of paper for removing make-up and articles of paper and cardboard; customer loyalty services for commercial, promotional and advertising purposes; demonstration of goods" in **Class 35**; "Beauty treatment services; beauty salon services; facial treatment services, namely, chemical peels; advisory services with respect to skin care and beauty care services; hygienic and beauty care services; manicure services; providing information via the Internet regarding the selection and

application of cosmetic preparations and beauty products" in Class 44 ("LLP's Applications"), and

**CLINIQUE La Prairie S.A. ("CLP") -**

Owner of U.S. Registration No. 6636014 for CLINIQUE LA PRAIRIE, covering Health care clinic services; health center services; hospital services; medical and surgical services; medical assistance; massage therapy services; dentistry services; health massage; physical therapy; nutritional advice provided by a physician; services of a psychologist; psychiatric services; medical services provided by a therapist; nutritional and dietetic consultancy; medical services to help individuals to give up smoking; medical spa services, namely, health spa services for health and wellness of the body and spirit; telemedicine services; advice and information with respect to all the aforesaid services in Class 44; and Application Nos. 88719148 for CLINIQUE LA PRAIRIE SWISS MEDICAL SPA; 88719149 for CLINIQUE LA PRAIRIE LONGEVITY RETREAT; and 88724242 for CLINIQUE LA PRAIRIE SWISS MEDICAL SPA & Design), each covering "Health care clinic services; health center services; hospital services; medical and surgical services; medical assistance; massage therapy services; dentistry services; health massage; physical therapy; nutritional advice provided by a physician; services of a psychologist; psychiatric services; medical services provided by a therapist; nutritional and dietetic consultancy; medical services to help individuals to give up smoking; medical spa services, namely, health spa services for health and wellness of the body and spirit; telemedicine services; providing health spa facilities; advice and information with respect to all the aforesaid services" in Class 44.

WHEREAS, the parties wish to avoid any disputes relating to the use and registration of their respective marks, and in consideration of the mutual undertakings contained herein, the parties agree as follows:

1. Each party believes that the following statements are true:

- (a) LLP has knowledge about its business and about the marketplace for its goods and services, and CLP has knowledge about its business and about the marketplace for its goods and services.
- (b) The goods and services covered by LLP's Applications are not the same as goods and services covered by CLP's Applications.
- (c) The mark covered by LLP's Applications are not the same as any of the marks covered by CLP's Applications.
- (d) Both parties' customers typically exercise increased care when making the decision to purchase either party's goods or services.
- (e) There is no likelihood that confusion will arise from the parties' contemporaneous use of their respective marks for their respective goods/services.

2. LLP hereby consents to CLP's use and registration of the marks shown in CLP's Applications for the goods and services identified therein.

3. CLP hereby consents to LLP's use and registration of the mark shown in LLP's Applications for the goods and services shown therein.

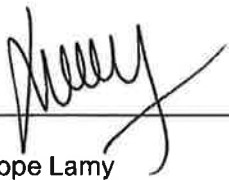
4. In the unlikely event that either party becomes aware of any confusion between the parties' marks, the parties intend to cooperate reasonably with each other in an effort to eliminate such confusion, and to prevent such confusion from occurring in the future.

5. This agreement shall inure to the benefit of and is binding upon LLP and CLP, entities which control them, entities which they control, and all of their successors and assigns.

6. Copies of this agreement may be signed in counterparts; copies of the thus-signed agreement shall be as valid as if both parties had signed one original document; and a scanned copy of this agreement shall be binding as if it were an original.

In witness whereof, the parties have executed this Agreement on the dates set forth below.


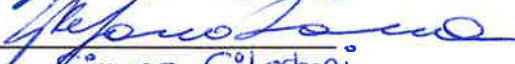
LABORATOIRES LA PRAIRIE SA

By:   
Name: Philippe Lamy

Title: La Prairie Group CEO

Date: 11.04.23

CLINIQUE LA PRAIRIE S.A.

By:   
1.   
2. Stefano Lanna  
Names: 1. Simone Gibertoni  
2. Stefano Lanna

Titles: 1. CEO  
2. CEO

Date: 12.05.2023

LABORATOIRES LA PRAIRIE SA

By:   
Name: Laurent Christin

Title: Chief Brand Officer

Date: 5/04/23