

Annex C-005

Letter by Claimant to Respondent of January 16, 2022

First, Parnass is in breach of the IDA by reason of its unauthorized use of Helikon's trademark. (See IDA §§ 3.10; 16.5; 3.1 and Schedule F.) Parnass's conduct is particularly egregious because it has used Helikon's trademark to direct customers to competing products. The parties' IDA makes clear that Helikon's trademarks and service marks are a vital and integral part of its business and cannot be infringed or misused by Parnass. Section 3.10 makes plain that the trademarks constitute valuable business assets and Section 16.5 allows for immediate injunctive relief in court for any breach or threatened breach. Moreover, Schedule F makes clear that:

*"In addition to the list of trademark and logos below **Distributor will not use the "True" in the marketing or distribution of any products other than the Products included in the Agreement.** "*

For example, On November 26, 2021, Parnass used the trademark on a letter to costumers of Helikon's products in an effort to mislead them into "upgrading" to Parnass's new "Glucosword" product. Specifically the correspondence, which is attached hereto as exhibit A, reads as follows and is on "Glucosword" letterhead:

"Dear TRUE customer,

Thank you for upgrading to our newest meter the Glucosword. Complete with Keytone Testing, this meter is the key to unlocking your glucose management. The test strips are available through NDSS from the 1st December onwards. The Order code is 138. For more information visit our website at www.glucosword.com.gr or call us at 1800 219-4422.

Parnass Diabetes Team"

Second, Parnass has breached the IDA by failing to meet the Annual Minimum Purchase Requirements for Contract Year Three. Parnass only purchased 1,338,812 fifty (50) count equivalent units during 2018 and failed to purchase the remaining 2,261,488 fifty (50) count equivalent units to meet the Annual Minimum Purchase Requirement for Contract Year Three (which pursuant to the IDA is set at the same level as Contract Year Two). We write today to provide Parnass with Notice pursuant to the IDA that Helikon contends Parnass is presently in breach of the IDA by failing to meet the Annual Minimum Purchase Requirements for Contract Year Three and it does not waive or relinquish in any way its right to pursue all damages under the IDA based on this breach.

Parnass is also in breach of the IDA for failing to provide any forecasts for Contract Year Four despite Helikon's repeated requests. During Contract Year Three, Helikon's business was harmed by not having the required forecasts necessary to adequately plan future manufacturing needs. Parnass has further breached the IDA by not engaging in good faith discussions regarding the purchase minimum for Contract Year Four, despite receiving multiple requests for forecasts from Helikon.

Helikon demands that Parnass immediately cease its misuse of Helikon's trademarks and remedy the harm caused to Helikon's brand internationally and compensate Helikon for the damages it has suffered by Parnass's breaches relating to Contract Years Three through Five. Failure to cure these breaches will result in the immediate transfer of all product registrations and distribution rights in accordance with the IDA. In a final effort to resolve these issues amicably, Helikon is willing to meet with Parnass to discuss resolution of these issues in the next twenty (20) days. If Parnass is unwilling to meet, please notify us by no later than Tuesday, January 22, 2022, because Helikon will be forced to pursue an injunction in federal court for Parnass's egregious breaches of its trademarks and related harm to its international business.