



## TRADEMARK LICENSE AGREEMENT

This trademark licensing agreement (hereinafter "Agreement") is made between Gencor Pacific Limited (hereinafter "Gencor"), located at 301, Kam On Bldg., 176-A, Queen's Road Central, Hong Kong and TSUNAMI NUTRITION S.R.L

WHEREAS, Gencor is the owner and/or has the right to use and/or sublicense the trademark and logo Testofen® (hereinafter "Trademark") in connection with the marketing, distribution and sale of a proprietary Fenugreek extract standardized to 50% Fenuside™ (hereinafter "Licensed Product"); and

WHEREAS, Customer purchases the Licensed Product from Gencor either directly or through a contract manufacturer for formulation in Customer's products; **TESTOFEN**

WHEREAS, subject to the conditions and provisions of the Agreement, Customer desires to use the Trademark with the sale and promotion of Customer's products which contain the Licensed Product;

NOW, THEREFORE, in consideration of the covenants, terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed as follows:

1. Subject to the conditions and provisions of the Agreement, Gencor grants and Customer accepts a non-exclusive, limited right to use the Trademark solely on or in connection with Customer's products which contain the Licensed Product.
2. Customer agrees that it will use the Trademark only on or in connection with Customer's products which contain the Licensed Product.
3. In all packaging, labeling, advertising, and promotional or other materials, the Trademark shall be identified as Trademark with symbol ® for Testofen. Furthermore, the Trademark shall be expressly mentioned as property of Gencor. In the event, at no time is the Trademark not to be identified as Trademark and the Trademark must always be expressly mentioned as Gencor property.



4. Customer acknowledges that the recommended dosage for the Licensed Product is 300 mg twice a day based on the clinical research conducted on the Licensed Product. Customer agrees to list the exact amount of Licensed Product used per serving in the nutritional facts on the labels of Customer's products that contain the Licensed Product. Furthermore, Customer agrees to only use the Trademark on products where the product contains at least the recommended dosage of Licensed Product. If Customer desires to list Licensed Product as part of a blend of ingredients and not individually on the nutritional facts on the labels, Customer agrees to provide to Gencor a statement on its letterhead specifying the quantity of Licensed Product used per serving size. Customer additionally agrees to secure the prior written approval of Gencor during the force of this agreement with the Customer, of any and all changes after the initial approval to the quantity of Licensed Product used per serving in each of Customer's products that contain the Licensed Product. Gencor may withhold approval if the quantity of Licensed Product to be used in Customer's products is inconsistent with appropriate use of the Trademark.

5. Customer agrees that it will not include any other Fenugreek extract in its product formulations containing Licensed Product.

6. Customer agrees to secure the prior written approval of Gencor of any and all of Customer's packaging, labeling, advertising, promotional or other materials which contain, bear, display or employ the Trademark, directly or indirectly, before the introduction of the Customer's Product in the market. Gencor will have full discretion to request amendments or refuse approval to the submitted materials if they are contrary to the terms and conditions of this agreement. Gencor's approval applies only to proper use of the Trademark and the dosages; Gencor's approval of the label is not to be construed as an approval, support, or endorsement of any label claims made by Customer, nor will Gencor accept any responsibility of liability for such label claims.

7. Gencor can request samples of each of the Customer's products which contain the Licensed Product and copies of all packaging, labeling, advertising, promotional or other material, which employ the Trademark, directly or indirectly. Customer agrees to furnish to Gencor upon request and free of charge, samples of any Customer product and materials in connection with the Trademark used.

8. Customer shall promptly comply with all requests by Gencor of copies or originals of any or all reports, materials or documents relating to the use of the Trademark within the possession or control of Customer including, without limitation: (i) specimens of representative packaging, labeling, informational, advertising, promotional or other materials bearing or displaying the Trademark and (ii) copies of files or records maintained by Customer. Customer shall not engage in any activity under or in connection with the Trademark if such activity has been objected to by Gencor. Without prejudice to the generality of the foregoing, Customer shall not offer for sale or sell under or in connection with the Trademark any goods or products which Gencor has objected to. Customer shall cooperate in all respects, as required by Gencor, with regard to any action which Gencor deems advisable either to protect Gencor or any other party's rights in the Trademark or to contest a claim by a third party that the use of any of the Trademark infringes or otherwise violates any rights of any nature of said third party.



9. Customer shall comply with all applicable governmental statutes, regulations or directives with respect to its use of the Trademark. Customer shall not use, alter, modify, dilute or otherwise misuse the Trademark in a manner which would be considered deceptive or would bring the Trademark or Gencor in disrepute. Customer agrees that at no time (either while this Agreement is in effect or thereafter) will Customer claim any ownership, registration or other rights in the Trademark nor will Customer contest, directly or indirectly, the ownership or registrations of the Trademark. Customer agrees not to challenge or induce third parties to challenge the validity of the Trademark. Customer also agrees not to use, register or license any name or trademarks, which could cause confusion with the Trademark or otherwise jeopardize their validity. Customer further agrees not to transfer or to sublicense the Trademark without Gencor's express prior written consent. Gencor agrees that all steps for defending rights to the Trademark shall be Gencor's responsibility and all costs related thereto shall be borne by Gencor. It is further agreed that should Gencor request Customer to sue infringers or otherwise to take steps to defend the Trademark, Customer's consent will not be unreasonable withheld. Customer also agrees to inform Gencor without delay of any infringement, limitation or license request by third parties which may come to its attention with respect to the Trademark. It is further agreed that Customer shall use its best efforts to give Gencor any assistance as Gencor may require in defending its rights to the Trademark.

10. All packaging, labeling, advertising, promotional or other materials on which the Trademark is used shall bear the name and address of the Customer.

11. The right to use the Trademark, as provided in the Agreement, is granted by Gencor to Customer free of charge. This Agreement, and the rights of Customer, are not assignable or transferable by Customer in any fashion.

12. Nothing in this Agreement is or shall be construed as:

- (a) A warranty or representation by Gencor as to the validity or scope of any Trademark;
- (b) A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of trademark, copyrights and other rights of third parties; and
- (c) Granting by implication, estoppel, or otherwise any licenses under trademarks of Gencor or other persons other than the Trademarks as set forth herein;
- (d) A warranty, express or implied, as to any language, claims, labeling or advertising concerning the Licensed Product supplied by Gencor to Customer.



13. Except as expressly set forth in this Agreement, Gencor makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Trademark will not infringe any copyright, trademarks or other rights, or as to any language, claims, labeling or advertising concerning the Licensed Product. Gencor will not be bound to register the Trademarks.

14. Customer agrees that Customer will not apply for registration or otherwise seek to obtain ownership of the Trademark anywhere in the world, nor will Customer act in any manner or contribute in any way to actions or activities that would adversely affect the value of the goodwill associated with the Trademark.

15. Customer will, at its expense, defend, indemnify and hold harmless Gencor, and each of its officers, directors, employees, agents and affiliates, from and against any and all loss, damage, cost liability and expense (including reasonable fees for attorneys and other experts), arising out of any suit, action, claim or other proceeding brought by a third party alleging any cause of action based upon any claims, language, or other material contained on the packaging, labeling, advertising, promotional or other material, which employ the Trademark, directly or indirectly. To be clear, Customer shall be wholly responsible for its packaging, labeling, advertising, promotional or other materials, with or without the Trademark, directly or indirectly, and Gencor disclaims any and all liability for such. Gencor agrees to promptly notify Customer in writing of any such claim, provide Customer any assistance reasonably requested by Customer and necessary for the defense or settlement of such claim, and allow Customer to direct and control the defense and/or settlement of such claim, provided that Gencor reserves the right to retain counsel at its own expense to participate in any claim for which indemnification is sought.

16. Customer is granted a thirty (30) day time period to recover occurring breaches after receiving written notification from Gencor.

17. This Agreement will be in effect for a period of one year ("the Initial Term") beginning from the day it is signed by both parties and will then be automatically renewed for additional one year periods. Customer agrees that Customer has no rights to the Trademark except for the rights set forth herein.

18. Termination.

a) This Agreement may be terminated:

(i) By either party at each renewal date by giving the other party three (3) months prior written notice of termination; or

(ii) By a party being adjudicated bankrupt, or a receiver is appointed for a party or party's assets and such receiver is not removed within thirty (30) days; or



(iii) By a non-breaching party giving written notice of termination to the breaching party in the event that a party is in breach of the Agreement and has failed to cure within thirty (30) days of receiving written notice of the breach from the non-breaching party.

b) Upon termination of this Agreement, Customer will have the right for a limited period of 9 months (the "Closing Period") to remove any marketing materials or sell off any inventory that has been manufactured or is in the process of being manufactured containing, bearing, displaying or employing the Trademark. Such use of the Trademark shall be in accordance with the terms of this Agreement. However, if Customer is in breach of the Agreement at the time of termination the Closing Period will be deemed waived.

c) After the Closing Period, Customer shall no longer use in any manner whatsoever the Trademark or any trade name, trademarks, design, device or any other thing that is likely to be confused with the Trademark.

19. This Agreement confirms and sets forth all the terms and conditions and replaces any prior agreement between the parties and is the entire agreement between the parties concerning the rights in and to the use of the Trademark. This Agreement cannot be changed or modified except by a written agreement executed by a duly authorized officer or person of each party herein.

20. All notices, consents, requests, instructions, approvals and other communication provided for herein all legal process in regard hereto shall be validly given, made or served, if in writing, and delivered personally or sent by registered or certified air mail, postage prepaid, or federal express or similar service to the parties at their addresses set forth below or to such person to be specifically named hereinafter by the parties.

**To Gencor:**

Company: Gencor Pacific Limited  
 Contact: R.V. Venkatesh  
 Title: Managing Director  
 Address: 301, Kam On Bldg.,  
 176-A, Queen's Rd, Central, HK  
 Tel: 852-2987 6894  
 Email: [venkat@gencorpacific.com](mailto:venkat@gencorpacific.com)

**To Customer:**

Company: TSUNAMI NUTRITION S.R.L  
 Contact: LUCA DI PIETRANTONIO  
 Title: General Manager/Gerente  
 Address: Via Marcandrea, 5  
 00043 Ciampino (RM)  
 ITALY  
 Tel: +39 0651847983  
 Email: [info@tsunaminutrition.it](mailto:info@tsunaminutrition.it)

21. A waiver by either party of any term or condition in this Agreement in one instance shall not be deemed or construed to be a waiver of such term or condition in the future, or of any subsequent breach hereof, whether of the same or of a different nature. Any waiver must be in writing and signed by a duly authorized person of Gencor.



22. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and applicable therein, irrespective of any conflicts of law principles. The Parties hereby acknowledge that the Courts of Hong Kong shall have exclusive jurisdiction to entertain any complaint, demand, claim, or cause of action whatsoever arising out of the Agreement. The parties hereby agree that if either of them commences any such legal proceeding. They will only be commenced in Hong Kong.

23. If any provision of this Agreement is held to be wholly or partially unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

24. In any suit or proceeding relating to this Agreement the prevailing Party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such will survive and not be merged into any such judgment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

**CUSTOMER:**

By: TSUNAMI NUTRITION S.R.L

Name: LUCA DI PIETRANTONIO

Title: General Manager/Gerente

Date: 24/07/2019


**GENCOR:**

By: Gencor Pacific Limited

Name: SINGH, JASWINDER KAUR

Title: EXECUTIVE - COMMERCIAL

Date: 04/09/2019

  
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