



PLT Health Solutions
119 Headquarters Plaza
Morristown, NJ 07960
1.973.984.0900
www.plthealth.com



5-LOXIN® Trademark License Agreement

This Trademark License Agreement (the "Agreement") is made and entered into this 5th day of May, 2021 (the "effective Date"), by and among PLT Health Solutions-Laila Nutraceuticals LLC, a New Jersey Corporation having offices at 119 Headquarters Plaza, Morristown, NJ 07960, USA ("LICENSOR"), and TSUNAMI NUTRITION SRL, a corporation organized and existing under the laws of ITALY, having its principal place of business at Via marcandreola 5, 00043 CIAMPINO (ROME) ITALY ("LICENSEE").

WHEREAS, LICENSOR owns and/or controls certain Intellectual Property including inventions, patents, patent applications, trademarks, trade names, logos, taglines, trademark applications, know-how and all goodwill associated with such Intellectual Property referred to herein as the "Intellectual Property" relating to a proprietary, patented ingredient of a standardized formulation of *Boswellia serrata* extract with the trade name **5-LOXIN®** (the "Product"), which it intends to sell, and LICENSEE intends to purchase; and

WHEREAS, LICENSOR has the exclusive rights to sublicense the Intellectual Property relating to the "Product"; and

WHEREAS, LICENSOR has established this Agreement to protect the integrity of the Intellectual Property and ensure that said Intellectual Property is appropriately incorporated into labels and marketing collateral to protect the brand and associated Intellectual Property.

NOW THEREFORE, in consideration of the mutual covenants and promises exchanged, accepted and acknowledged, and the above recitals and attached exhibits hereby incorporated herein, the Parties agree to be legally bound by the following covenants, and they agree as follows:

I. Grant of License

By agreeing to the conditions and requirements provided for herein, the LICENSOR grants and the LICENSEE accepts a non-exclusive license to use the Intellectual Property under the terms of this agreement as needed for sale by LICENSEE of products containing the Product (hereinafter "Licensed Products").

II. Authorized Channels of Distribution

- A. LICENSEE acknowledges and agrees that the Food, Drug, Mass Merchandiser, Club Store, and Informercial channels within the United States (USA) are **exclusively represented** and not available for distribution, and LICENSEE will not market products that contain LICENSED PRODUCTS into these channels of distribution.



B. LICENSEE intends to market Licensed Products in the following channels of distribution and markets: (please mark all channels that apply):

- Health Food Stores
- Complementary and Alternative Medicine (CAM) / Practitioners
- Direct-to Consumer Television Outside of the United States (USA)
- Catalog / Mail Order
- Internet
- Multi-level Marketing (MLM)
- Other _____

C. LICENSEE may manufacture and market Licensed Products in retail channels in the following countries and their respective possessions and territories ONLY (the Territory):

[LIST COUNTRY OR COUNTRIES] ITALY, EUROPE

LICENSEE may not designate a blanket term such as "worldwide" or "everywhere" and must, to the contrary, designate and specify by name all countries where retail sales of finished goods that include the Product will be conducted.

D. LICENSEE may conduct direct sales to end consumers globally via the Internet.

III. Labeling Terms & Requirements

A. LICENSEE agrees to:

1. subject to Clause III.A.2., display the **5-LOXIN®** trademark, and any related logo, on the labels of its Licensed Products which are listed in Addendum A of this Agreement (camera-ready and/or computer logo artwork provided by LICENSOR); and,
2. identify the **5-LOXIN®** name and/or advertising slogan(s) wherever they are used in LICENSEE's labeling and advertising materials as a trademark of PLT Health Solutions-Laila Nutraceuticals LLC, by affixing the following trademark & patent notation: "**5-LOXIN® is a registered trademark of PLT Health Solutions-Laila Nutraceuticals LLC.**" and,



3. LICENSEE agrees to submit labels/packages artwork and marketing collateral for Licensed Products to LICENSOR for approval prior to printing to ensure compliance with this Agreement; and,
4. if **5-LOXIN®** trademark is used within the USA, comply with all applicable laws and regulations, including USA FDA-FTC (or local) regulatory guidelines, or if used outside of the USA, comply with any global or regional or country specific regulatory guidelines in all marketing materials, advertisements and labeling claims, and structure / function claims; and, .
5. LICENSEE further understands that all Products related information provided to it by LICENSOR is for informational purposes and that LICENSEE should engage competent legal counsel to assess the permissibility of a particular claim related to the Product.

LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE MUST HAVE REASONABLE AND APPROPRIATE SUBSTANTIATION FOR ANY CLAIMS REGARDING THE PRODUCT AND LICENSEE IS INFORMED OF ITS RESPONSIBILITY TO ENGAGE COMPETENT LEGAL COUNSEL TO ASSESS THE PERMISSIBILITY OF ANY PARTICULAR CLAIM RELATED TO THE PRODUCT.

6. LICENSEE agrees to indemnify and hold LICENSOR harmless for any legal action brought against LICENSEE or LICENSOR regarding LICENSEE's marketing claims related to the Product.

B. Labeling Requirements

1. The **5-LOXIN®** trademark must be included in the supplement facts panel box as: "5-LOXIN® *Boswellia serrata* (gum resin) extract."
2. For multiple ingredient formulas containing the Product, LICENSOR may electively cooperate with LICENSEE to abbreviate the required language above on a case-by-case basis to accommodate label space limitations.
3. LICENSEE agrees that "**5-LOXIN®**" may not be included as part of the retail brand name of any finished good containing Licensed Products.

C. Product Submission Requirements

LICENSEE agrees to provide two of each finished, bottled and labeled product containing the Product to LICENSOR upon completion.



D. Dosage Requirements

Formulations including the Product must include dose recommendations as follows:

1. **5-LOXIN®** Product standard grade has been clinically evaluated at 100 mg per day and 250 mg per day.
2. Formulations containing the standard grade of Product must include dose recommendations of at least 100 mg per day (daily serving size).
3. Any modifications to the dosage recommendations must be approved in writing at LICENSOR's sole discretion.

IV. Restrictions on Use

- A. With respect to this Agreement, use of the **5-LOXIN®** trademark is restricted to the promotion of the Product in LICENSEE's labeling and advertising materials. LICENSEE agrees that it shall not feature, display nor relate in any manner, either directly or indirectly, the **5-LOXIN®** trademark, patent number(s), research data or advertising slogan(s) which are proprietary to PLT Health Solutions-Laila Nutraceuticals LLC. on any of its finished retail products or other ingredients that do not contain the Product and that are not part of this Agreement.
- B. LICENSEE agrees that its rights under this Agreement are limited to the Territory and that LICENSEE has no rights, as described in this Agreement, outside of the Territory.

V. Contract Manufacturers

LICENSEE warrants that all of its contract manufacturers and/or vendors involved in the manufacturing of any of the products that are a part of this Agreement are aware of and shall be subject to the terms and conditions of this Agreement. LICENSEE further agrees to assume full responsibility for compliance of its contract manufacturing and/or vendors to the covenants described herein.

VI. No Resale

LICENSEE understands and agrees that the **5-LOXIN®** trademark may only be used for Licensed Products. Further, LICENSEE warrants that neither it nor its contract manufacturers and/or vendors involved in the manufacturing of the Product will resell the Product in bulk format.

VII. Products

The product(s) LICENSEE is submitting for approval under the terms and conditions of this Agreement are set forth in Addendum A attached hereto. This Agreement and the rights granted LICENSEE hereunder only applies to products containing LICENSOR-supplied Product.

VIII. Product Additions

LICENSEE may add products to this Agreement by notifying LICENSOR in writing. All such product additions are subject to the terms and conditions described herein, and prior written approval by LICENSOR.



IX. Reservation of Rights

The license granted hereunder shall not be construed to confer any rights upon LICENSEE by implication, estoppel, reliance or otherwise as to future purchases or future availability for purchase.

X. Ownership; Right to Grant License

LICENSEE understands that the 5-LOXIN® trademark is the Intellectual Property of LICENSOR. LICENSOR represents and warrants that it has the right and power to grant the license granted herein and that there are no other agreements with any other party in conflict with such grant. LICENSOR respectively further represents and warrants that it has no actual knowledge that the Licensed Products infringes any valid rights of any third party.

XI. Term

Subject to clause XII, this agreement is valid for 1 year following acceptance of an executed agreement with the LICENSOR, and automatically renews for successive one-year periods unless LICENSEE is notified in writing that the agreement has been changed or terminated.

XII. Termination

LICENSOR retains the right without LICENSEE recourse to cancel or alter this agreement as it may find necessary.

XII. Conflict With Other Documents

LICENSEE agrees that in the event of any conflict or inconsistency between the terms and/or conditions of this Agreement and of any other document, instrument or agreement, oral or written, by and between LICENSEE and LICENSOR (including, but not limited to, any purchase order of LICENSEE), the terms and conditions of this Agreement shall be controlling over and supersede the terms and conditions of such other document, instrument or agreement.

XIII. Governing Law; Venue

This Agreement shall be governed by the laws of the United States of America and the State of New Jersey, USA, without giving effect to its principles of conflict of laws. Any action or proceeding against the Parties relating any way to this Agreement may be brought and enforced in the courts of the State of New Jersey, USA, or the United States District Courts located in or around Morris County, New Jersey, USA and the Parties irrevocably submit to the jurisdiction of such courts in respect of any such action, dispute or proceeding concerning the enforcement, breach, interpretation or validity of this Agreement.

XIV. Severability

In the event any part or parts of this Agreement are found to be invalid, illegal or unenforceable in any respect the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal, or unenforceable part or parts were originally deleted.

XV. Assignment

Neither party may assign any right or delegate any duty under this Agreement without the prior written approval of the other party.



XVI. Failure to Enforce

Failure of any Party herein to enforce any of the terms of this Agreement shall not constitute waiver to enforce that term in the future.

XVII. No Construction

No Party hereto nor any attorney for any Party shall be deemed the drafter of this Agreement for the purpose of interpreting or construing any of the provisions hereof.

XVIII. Counterparts

This Agreement may be executed in any number of counterparts by facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

XIX. Complete Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior letters of intent, agreements, undertakes, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.

XX. Branding Standards and Style Guide Requirements

LICENSOR has established **firm standards for use and display** of the **5-LOXIN®** trademark, and any related logo on the labels of LICENSEE'S Products which are listed in Addendum A of this Agreement. LICENSEE expressly agrees to adhere to the branding standards, unless exceptions are agreed to in writing by LICENSOR.

CONTINUE TO SIGNATURE PAGE



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above by signing where provided below.

As an authorized representative of Customer, I hereby agree to the above. (Required Information.)

Authorized representative of LICENSEE:

Co. Name: TSUNAMI NUTRITION S.R.L.

Co. Address Via marcandreola 5

City: CIAMPINO (ROME)

State: ITALY

Zip: 00043

Contact Phone: 0651847983

Contact Fax: _____

Corporate Website: www.tsunaminutrition.it Product URL: _____

List all Contract Packagers / Manufacturers Authorized by LICENSEE:

Name: Daniele Deangeli

Title: Managing Director

Signature: _____

Date: 05/05/2021

LICENSOR use only:

PLT Health Solutions

Name: Seth Flowerman

Title: President & CEO

Signature: _____

DocuSigned by:

Seth Flowerman

Date: 5/6/2021 | 10:43 AM EDT

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ADDENDUM A

Products submitted by LICENSEE to be included as part of License Agreement:

Instructions to Submit Labels For Approval

Label(s) should be emailed to labels@plthealth.com for review and approval.

Please provide below all product name(s) using this ingredient below

1. 
2. _____
3. _____
4. _____
5. _____