

affron[®]

GENERAL CONDITIONS FOR A TRADEMARK LICENSE AGREEMENT

BETWEEN

PHARMACTIVE BIOTECH PRODUCTS S.L.

AND

TSUNAMI NUTRITION SRL (Company name)

1. This Agreement is made effective as of this 6th day of may, 2021 by and between:
 - a. LICENSOR: **PHARMACTIVE BIOTECH PRODUCTS, S.L. (hereinafter, "Pharmactive")**, a company duly registered and existing under the laws of Spain and having its principal place of business at Calle Faraday, 7 – 28049 Madrid and with Spanish Tax Identification Number B-85739860. Pharmactive is hereby represented by JEAN-MARIE RAYMOND, acting in his condition of managing director.
 - b. LICENSEE: **TSUNAMI NUTRITION SRL (hereinafter "TSUNAMI")**, a company duly registered and existing under the laws of ITALY and having its principal place of business at Via marcardreola 5, 00043 CIAMPINO (ROME) (address) and with Itakuab Tax Identification Number IT14212051008. (Company name) is hereby represented by DANIELE DEANGELI (signing person), acting in his condition of Managing Director (position in the company).
2. In accordance with this Agreement, Licensee is granted a royalty free, non-exclusive and non-transferable license to use, display, reproduce, and publish **affron**[®] Trademarks, in connection with the manufacture, sale, use, or promotion of Licensee's Product under the following conditions:
 - a. TRADEMARKS THAT ARE SUBJECT TO THE LICENSE: **affron**[®] Trademarks.
 - b. CONDITIONS OF USE: Licensee agrees that **affron**[®] Trademarks shall not be used as a primary trademark in relation to Licensee's Products. Primary trademark means a trademark used to identify and designate the Licensee's Products. Accordingly, the Licensee's Products shall be identified by a Primary Trademark different from **affron**[®] Trademarks. Licensee shall use **affron**[®] Trademarks only in the form and with the



requirements provided as set forth in **affron**[®] Trademark Standards, which are attached as Annex hereto and a part of this Agreement.

Due to changes on the internal management policy of **affron**[®] Trademarks, Pharmactive may introduce changes and amendments on **affron**[®] Trademark Standards during the Contract Term. Should that be the case, Pharmactive would provide with 6 months' notice. After the notice period, the new Licensee's Products manufactured shall comply with the requirements of the new **affron**[®] Trademark Standards. Pharmactive will support and cooperate with Licensee during the process of introducing the new changes of the **affron**[®] Trademark Standards. Licensee will be entitled to sell all the Licensee's Products in stock according to the previous **affron**[®] Trademark Standards. Changes that affect Licensee's website must be implemented as soon as possible.

Licensee shall not do anything to diminish or demean the good reputation of **affron**[®] Trademarks. Such forbidden practices may include, but are not limited to, (i) using other commercial source of saffron for Licensee's Products including **affron**[®] Trademarks or (ii) using **affron**[®] Trademarks together with trademarks of Pharmactive competitors in such way that **affron**[®] Trademarks may suffer from dilution or confusion with other companies' products.

- c. **PRODUCT AND COMPLIANCE WITH APPLICABLE LAW:** Licensee will furnish Pharmactive, in a timely manner, the names of the Licensee's products and their composition that will carry **affron**[®] Trademarks. The Licensee's Products shall contain the minimum **affron**[®] Ingredient set on **affron**[®] Trademark Standards. Licensee agrees that the ingredients of the final product shall be of a similar quality to the Pharmactive's Products sold under **affron**[®] Trademarks.

Licensee agrees that all products bearing **affron**[®] Trademarks shall comply with all applicable laws and regulations in the Territory pertaining to the sale and distribution and promotion of the goods covered by this Agreement. Any review of Licensee's Products for compliance with Pharmactive licensing and trademark standards by Pharmactive does not constitute an opinion by Pharmactive that Licensee's Products comply with legal or regulatory requirements. The images, health, and nutritional claims used to promote the product containing **affron**[®] must comply with the specific Regulations and laws of the region where the product will be marketed. This is always under Licensee's full responsibility and at their own risk.

- d. **DATA PROTECTION:** The Representatives' personal data will be processed by the Parties with the purpose of managing the commercial relationship upon the execution of this Trademark License Agreement, upon their legitimate interest in performing its contractual obligations or upon their duty to comply with applicable laws. Said personal data are necessary for the execution of this Trademark License Agreement;

without said data, this Trademark License Agreement could not be executed. The Parties will not transfer the personal data to third parties (not even outside the European Economic Area). The Parties will keep the personal data during the validity of the Trademark License Agreement and for an additional period of time after its termination for the exercise and defense of potential legal claims. The Representatives may exercise their rights of access, rectification, erasure, purpose limitation, data portability and objection by writing to Pharmactive to info@pharmactive.eu or to the Licensee to info@tsunaminutrition.it. Said individuals may also lodge a complaint with the competent data protection supervisory authority. The Parties hereby commit to comply with applicable data protection legislation (including the Regulation 2016/679 (EU) of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) when processing the personal data they may receive as a consequence of the exchange of the Confidential Information.

- e. CONFIDENTIALITY: The Parties acknowledge and agree that any and all information and documentation, including but not limited to labels, marketing and/or promotional materials of any product concepts or products in development, industrial or commercial know how, strategic plans, market intelligence, distribution markets, pricing and volumes; the terms and nature of any negotiations with business or potential business associates or vendors; product composition data, technical specifications, technical solutions, technical information, production processes; information concerning the nature, extent and volume of profit originated or received; financial information and projections for future projects; business and market analyses, business policies and practices; studies including feasibility studies, strategies and analyses; inter or intra-company relationships; information related to and/or regarding industrial and intellectual property rights; know-how, recipes, formulations, intellectual and/or industrial property rights, information and trade secrets; legal documents and legal issues; information received from third parties; documents and other materials prepared and/or commissioned that contain or are based, in whole or in part, on such information or data; and all such other information, analyses, calculations, studies, documents and other materials (of any kind, e.g. spoken, written, transferred electronically or remotely or transferred in any other way) provided by one party and/or its representatives and/or authorized third parties to the other party and/or its representatives and/or authorized third parties in connection with this Agreement, including this Agreement, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked as "confidential", shall be considered the "Confidential Information" of the disclosing party. Confidential Information is solely for the receiving party's and/or its representatives and/or authorized third parties (on a need to know basis and who are advised of the confidential nature of such information and who are subject to confidentiality restrictions at least as restrictive as those contained herein) use under



this Agreement and may not be disclosed by such receiving party and/or its representatives and/or authorized third parties unless authorized by the disclosing party in writing. Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of the receiving party's breach of this Agreement; or (b) is obtained by the receiving party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) is independently developed by the receiving party without the benefit of Confidential Information; or (d) can be proven in written to have already been in the possession of the receiving party and/or its representatives and/or authorized third parties at the time of its being made available by the disclosing party or (e) becomes available to the receiving party and/or its representatives and/or authorized third parties from a source other than the disclosing party; provided, in both cases (d) and (e), that the receiving party and/or its representatives and/or the authorized third parties are not aware, when delivered such information and/or documentation, that the transferring party was bound by a confidentiality agreement with respect to such information and/or documentation.

f. **APPROVAL PROCEDURES:** Licensees agrees that the Licensee's Products including **affron**[®] Trademarks and the publicity materials for their promotion shall be previously approved by Pharmactive to confirm their compliance with **affron**[®] Trademark Standards. In this regard:

i. No later than 45 days prior to launch into the market of each Licensee's Products containing the specific Pharmactive Mark(s), Licensee must submit to Pharmactive for samples (mock-up) for its approval.

ii. Similarly, Licensee shall provide Pharmactive with a detailed description of Licensee's proposed use of the **affron**[®] Trademarks in Publicity Materials relating to Licensee's Products, no later than 45 days prior to the launch of the advertising campaign.

iii. Licensee shall provide a detailed description of the use in Internet, together with the proposed printouts of the sites in which the **affron**[®] Trademark will be used.

A submission for approval shall be deemed approved unless Pharmactive delivers a written notice within 30 business days after the receipt of the request for approval. Approval by Pharmactive shall not be construed as a determination that the approved matter complies with all applicable regulations and laws or other provisions of this Agreement.

g. **TERRITORY OF USE:** The territory of this License will cover the following countries: **ITALY, and PART OF EUROPE.** Additionally, the License covers the use of **affron**[®]

Trademarks on any website of the Internet, in compliance with the requirements set hereto. The use of **affron**® Trademarks on the Internet cannot be done in a language which is not official in any of the licensed territories.

- h. **THIRD PARTY RIGHTS:** The Licensee will implement Licensor's instructions where there is the risk of infringement of a third party's right for a particular territory.
- i. **TERM OF THE AGREEMENT:** The agreement will be in force while (i) Licensors remain the exclusive providers of the saffron extract to the Licensee for the Territory of Use (in the understanding that this exclusivity is only binding on the Licensee and that the Licensor is free to provide the saffron extract to other third parties in the Territory of Use); and (ii) as long as the Licensee complies with the requirements detailed on **affron**® Trademark Standards. This Agreement may be terminated by either party by giving the other party written notice with immediate effect if the other party, after given written notice of breach of the agreement by the terminating party, fails to cure such breach within one (1) month after receiving such written notice of breach from the terminating party. Upon termination of this Agreement, for whatever reason, all rights granted hereunder shall expire without any indemnity being due.
- j. **EFFECTS OF THE TERMINATION OF THIS AGREEMENT:** Upon termination of this Agreement, unless otherwise agreed to by Pharmactive and Licensee in writing, Licensee shall immediately cease using **affron**® Trademarks on its products and materials and on the website. Licensee shall have twelve (12) months in which to dispose of inventory and materials carrying **affron**® Trademarks created prior to the date of termination. No disposal period shall apply if the termination was a result of a breach of this Agreement by Licensee.
- k. **RIGHTS OF THIS AGREEMENT:** All rights, title, and interest in and to the **affron**® Trademarks remain the exclusive property of Pharmactive. Any goodwill arising from the use of the Trademarks by Licensee shall inure to the benefit of Pharmactive.
- l. **INDEMNIFICATION:** Licensee shall defend, indemnify, and hold harmless Licensor from and against any and all liability, loss, claims, suits, actions, proceedings, judgements, awards, damages and expenses (including attorney's fees) that they may incur as a result of Licensee's breach of this Agreement and/or the wrongful use of the **affron**® Trademarks.
- m. **WAIVER:** Waiver and partial invalidity: if any term or provision of this License Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions

hereof or the whole of this License Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the Parties.

- n. APPLICABLE LAW: This Agreement shall be governed by the laws of Spain any dispute arising related to it will be resolved by the Courts of the city of Madrid.
- o. NOTICE: Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by hand delivery, by a reliable overnight courier, or other similar and reliable carrier, which shall be addressed to each party as oral notice for informing the other party of when prompt notification is appropriate, but such oral notice shall not satisfy the requirement of written notice.

Contact for Licensor: info@pharmactive.eu
Phone: +34 911 123 848
Fax: +34 912 669 642

Contact of Licensee: info@tsunaminutrition.it
+39 0651847983

If the points listed above are acceptable, please sign duplicate originals of this Agreement and return all originals to Pharmactive. Upon review and acceptance of this Agreement by Pharmactive, one countersigned copy will be returned to you for your records.

Thanks for your interest in **affron**[®] trademark.

LICENSOR:

PHARMACTIVE BIOTECH PRODUCTS, S.L.

LICENSEE:

TSUNAMI NUTRITION S.R.L.



Signature: _____

Name: M. Jean-Marie Raymond

Title: General Manager

Date: _____

Signature:  _____

Name: DANIELE DEANGELI

Title: MANAGING DIRECTOR

Date: 06/05/2021

ANNEX

AFFRON® TRADEMARK STANDARDS

1. Graphic affron® Logos

The use of **affron®** logo on the packaging or promotional materials is optional, but the declaration of this branded ingredient in the label is obligatory after signing this agreement.

The following standards should be used when displaying **affron®** Trademarks:

CMYK: C50 M100 Y0 K0
RGB: R135 G0 B121
Pantone Solid Coated: 248c

affron®

Whenever **affron®** Trademarks are used, it must appear on the package, printed materials, or website the following: "**affron® is a registered trademark of Pharmactive Biotech Products, S.L.**".

If Licensee is just interested in indicating **affron®** in supplement facts, the form should in lower case letter followed by ® symbol.

2. Product Requirements

Affron® Trademarks may only be used on products containing **affron®** Ingredient and with the approval of Pharmactive in accordance with the License Agreement.

The Licensee's Products will contain **affron®** Ingredient in at least:

- a) 28 mg per daily dosage and
- b) the claimed amount of **affron®** Ingredient set forth in the supplement facts panel and the materials. This includes, without limitation claims made in the supplement facts panel or other nutritional labeling required by law.

3. Trademark Placement:

3.1. On Packaging

Placement on the front label panel is preferred. It shall be used the entire **affron®** Logo and included the ® symbol as indicated.

The **affron®** Logo should be at least ½ in. (12.7 mm) wide surrounded by at least ¼ in. (6.35 mm) clean space. The minimum width of the **affron®** Logo is ½ in. (12.7 mm).

Affron® shall not be used within the body of a packaging ingredient statement. A formal description of the product declaration shall be used as follows: "**Affron®: Saffron (Crocus Sativus L.) stigmas extract [Std. to 3.5% Lepticrosalides® by HPLC]**". The final "L." added at the end of the spices can be missed to comply with Regulations if necessary. Additionally, specifying that it is standardized by HPLC will remain optional. Variations on this phrase must be specifically approved by Pharmactive Biotech Products, S.L.

3.2. On Print and Collateral Materials

We recommend using the **affron®** Logo in print or collateral materials that promote your product containing **affron®** Ingredient. The **affron®** Logo shall be displayed close to or on the same page as your product logo.

3.3. On Websites

The **affron®** Logo shall be displayed on the same web page as your product containing **affron®** Ingredient.

3.4. Registered Trademark Placement

The ® Registered Trademark symbol must be used next to **affron®** Logo where **affron®** is registered as a trademark for use as a dietary ingredient in food supplements and dietary supplements.

Trademark status is subject to change as registrations issue. Please contact Pharmactive Biotech Products, S.L. for the most current trademark registration status, or if you have a product use for **affron®** Ingredient that is other than a food supplement or dietary supplement.

Please contact Pharmactive Biotech Products, S.L. to address questions of use, placement and associated terms for **affron®** Trademarks.

3.5. Logo variations

By signing this TMLA, the Licensee can use the **affron®** Organic logo available, but always when purchasing such version of the product. The requirements and position of the logo will be determined by the same rules than those specified for the **affron®** brand. Only one additional green colour is added:

CMYK: C58 M2 Y96 K0
RGB: R130 G182 B49
Pantone Solid Coated: 368c

