



BaCognize® License Agreement

Verdure Sciences, Inc., an Indiana, USA, Corporation ("Verdure") is the exclusive distributor and marketer of the Bacognize® ingredient (the "Ingredient"). Verdure has established trademark licensing and labeling standards for the use of the Bacognize name and logo (the "Trademarks") that must be incorporated in all labels and marketing collateral to identify this unique ingredient and to protect Verdure's brand and intellectual property.

Tsunami Nutrition SRL (Company legal name)

Italy (State/Country of incorporation)

(hereinafter "Licensee") accepts this agreement and, subject to the conditions in this agreement, is granted a non-exclusive right to use: (1) the proprietary Ingredient, which is protected by trade secret law; (2) the Trademarks; and (3) proprietary and/or copyrighted research data, marketing collateral and product claims that Verdure provides to Licensee.

1. Authorized Channels of Distribution and Territory (the "Field of Use")

Licensee is authorized to market products that contain the Ingredient only in the following channels of distribution, territory and applications:

- A. Channels: **Online & Parafarmacy**
- B. Product application: **Tablets**
- C. Territory means above channels and application throughout: **Italy**

i. If the Territory is a subpart of the European Union, Licensee may actively market the Products only in the Territory, but passive sales such as responding to unsolicited purchase requests from customers are permitted to any part of the European Union.

2. Product Submission/Approval Licensee must submit two of each finished, packaged and labeled products that contain the Ingredient (the "Products") to Verdure for approval under the terms and conditions of this agreement. Such specimens shall become part of **Addendum A**. The rights granted to Licensee under this agreement apply only apply to the Products approved by Verdure.

3. Marking Requirements

A. Licensee shall:

- i. Display the Bacognize logo on the labels of its Products that contain the Ingredient (the Bacognize logo artwork is shown in **Exhibit 1**).
- ii. Identify Verdure as the owner of the Trademarks wherever they are used in Licensee's labeling and advertising materials.
- iii. Affix the following trademark & patent notation to the Products:

"Bacognize® is a registered trademark of Verdure Sciences, Inc."

(using the ®, ™, other symbol, or no symbol as appropriate in the country where the Products are sold). Verdure reserves the right to change the foregoing notation upon written notice to Licensee including if the status of the Trademarks or any applicable patents changes.

- iv. Submit labels/packages and marketing collateral for the Products for Verdure's approval prior to printing. Licensee shall not publish, sell, disseminate or otherwise use any labels, packaging or marketing material for any Products without prior written approval from Verdure. Licensee shall immediately cease all use of any label, packaging or marketing material that was not approved in writing by Verdure, and shall incur all costs associated with recalling and destroying any such labels, packaging and materials.
- v. Comply with all applicable laws and regulations in all countries within the Territory (including applicable FDA and FTC regulatory guidelines in the U.S.A.) in all marketing materials, advertisements and labeling claims, and structure / function claims. Licensee specifically agrees to make no disease claims associated with the Ingredient. Licensee will seek guidance from counsel of its own choosing and at its own cost if needed to assure adherence to laws and guidelines within the Territory.
- vi. Use the Trademarks in accordance with good customary trademark practice, and avoid taking any action that would impair or detract from the value of the Trademarks or the goodwill and reputation of Verdure. Licensee acknowledges Verdure's ownership of the Trademarks and related goodwill throughout the Territory and will not seek to register the Trademarks in Licensee's name.
- vii. Maintain commercially acceptable quality control standards in all manufacturing relating to the Products. Licensee agrees to allow Verdure, upon reasonable notice, to inspect those areas and facilities where the Products are manufactured or stored. Verdure shall, upon reasonable notice, have the right to inspect Licensee's books and other records as necessary to monitor and substantiate all transactions, sales and records relating to the Products.
- viii. Not sell or promote the Products outside the Field of Use, or to any third party who Licensee knows or should know intends to sell or promote such Products outside the Field of Use.

B. Labeling Requirements

The labeling of the Products must adhere to all applicable labeling guidelines and requirements within the Territory (including any applicable FDA labeling guidelines) and, if legally permitted, the Bacognize trade name must be included in the supplement facts box (or its equivalent). For example: "Bacognize® extract (*Bacopa monnieri*)"

C. Dosage Requirements

The Products must notate the serving dose per all applicable product labeling laws.

D. Semi-Annual Report Requirement

Each January and July, Licensee shall provide Verdure with a report that accurately reports the information from the previous six months that is listed in **Addendum B**.

4. Restrictions on Use

- A. The use of the Trademarks, research data, and marketing collateral, which are proprietary to Verdure, is restricted to the promotion of the Ingredient in Licensee's labeling and advertising materials. Licensee agrees that it shall not feature, display or relate in any manner the Trademarks, patent numbers, research data or advertising slogans which are proprietary to Verdure to any products or ingredients that do not contain the Ingredient, that combine the Bacognize ingredient with *Bacopa monnieri* extracts from any other source, or that are not approved by Verdure under this agreement.



- B. Licensee shall not reverse engineer, design around, or otherwise re-create the Ingredient or formulation.
 - C. Licensee shall not conduct clinical trials or other studies on the Ingredient without obtaining Verdure's prior approval.
 - D. Licensee shall not release to members of the general public any information received from Verdure that is labeled for or otherwise directed towards health care practitioners.
 - E. If Verdure notifies Licensee that Verdure objects to Licensee's use of any information or marketing materials provided to Licensee by Verdure, Licensee shall immediately cease such use.
5. **Binding agreement; Legal Compliance** The execution, delivery, and performance of this agreement does not conflict with, violate, or breach any agreement to which Licensee is a party or Licensee's articles of incorporation or bylaws. This agreement has been duly executed and delivered by Licensee and is a legal, valid, and binding obligation enforceable against Licensee in accordance with its terms. Licensee shall comply with all applicable laws, consent decrees, and regulations of any federal, state, or other governmental authority within the Territory.
6. **Contract Manufacturers** Licensee warrants that all of its contract manufacturers and/or affiliates involved in the manufacturing or sale of any of the Products 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 manufacturers and/or affiliates with this agreement.
7. **No Resale** The Ingredient may only be used for products that are part of this Agreement. Neither Licensee nor any of its contract manufacturers may manufacture the Ingredient formulation as a raw material and shall not resell the Ingredient as a bulk ingredient.
8. **Reservation of Rights** The license granted hereunder does not confer any rights upon Licensee by implication, estoppel, reliance or otherwise as to future purchases or future availability for purchase of the Ingredient.
9. **Ownership; Right to Grant License** Verdure represents and warrants: (1) that it has the right and power to license the Trademarks to Licensee, (2) that no agreements with any other party conflict with such grant, and (3) that it has no actual knowledge that the Trademarks infringe any valid rights of any third party.
10. **Term** Subject to Section 11, this agreement is valid for one year following the acceptance of an executed agreement by Verdure and is automatically extended for a period of one year each time Licensee purchases the Ingredient from Verdure. This agreement expires if Licensee has not purchased the Ingredient from Verdure for more than one year.
11. **Termination** Licensee may terminate this Agreement by providing written notice of termination to Verdure if Verdure breaches this agreement and such breach is not cured within 30 days after Licensee provides the notice of such breach to Verdure. Verdure may terminate this agreement as it may find necessary by providing written notice of termination to Licensee. If Verdure does not approve Licensee's labeling or advertising materials under this agreement, Verdure may terminate this agreement the parties may enter a supply agreement, under which Licensee may purchase and use Verdure's ingredients without using Verdure's trademarks, branding, or other intellectual property.
12. **Effect of Termination** Upon expiration or termination of this agreement, all rights, privileges and licenses shall immediately terminate and revert to Verdure, and Licensee shall not thereafter make any



use whatsoever of the Trademarks; *provided, however, that* Licensee shall have the right to sell off its remaining inventory of finished Products for a period not to exceed 180 days. The obligations of each party provided in Sections 4, 7, 15-17, and 20, shall survive the termination of this agreement.

13. **Severability.** If and solely to the extent that any provision of this Agreement is invalid or unenforceable, such provision shall not affect the validity of the remainder of this Agreement; *provided, however, that* the parties shall use reasonable efforts to renegotiate the offending provisions to best accomplish the original intentions of the parties.
14. **Assignment** Neither party may assign any right or obligation hereunder without the written consent of the other party, except that Verdure may assign all of its rights and obligations hereunder to any entity to whom Verdure also assigns the Trademark. Any attempted assignment in violation of this provision is void.
15. **Warranty Disclaimer, Assumption of Risk, & Indemnification** Except as expressly set forth in this agreement, Verdure makes no representations and extends no warranties of any kind, either express or implied. Verdure is not responsible for marketing claims made by Licensee. Verdure expressly disclaims all warranties, including the implied warranties of merchantability and fitness for a particular purpose. Verdure makes no warranty that the use of the Ingredient will not infringe any patent or other rights. Licensee acknowledges that its purchase is at its own risk and that it assumes all risk from use of the Ingredient. Licensee shall defend, indemnify and hold harmless Verdure and each of its officers, directors, employees, and agents, from and against any and all loss, damage, cost, liability and expense (including reasonable fees for attorneys), arising out of any suit, action, claim or other proceeding brought by a third party alleging any cause of action based upon Licensee's use, marketing, or labeling of products containing the Ingredient.
16. **Confidentiality** "Confidential Information" means any non-public information supplied by one party or its employees or representatives to the other party that is identified as, or would reasonably be understood as, being confidential. During the term of this agreement and for as long as any Confidential Information remains confidential, the parties shall keep the Confidential Information confidential and shall not disclose it to others or use it for any purpose other than for the purpose of furthering their ongoing business relationship. The receiving party shall ensure that its employees and agents maintain the secrecy of Confidential Information, and comply with these confidentiality and non-use provisions. The obligation of confidentiality does not apply and disclosure may be made as required by law, *provided that* the receiving party shall inform the disclosing party in advance so that the disclosing party may seek prevent the disclosure of the Confidential Information.

Confidential Information does not include information which (i) was or becomes generally available to the public, (ii) was or becomes available on a non-confidential basis, *provided that* the source of such information was not bound by a confidentiality agreement in respect thereof, or (iii) was within the receiving party's possession prior to being furnished by the disclosing party, *provided that* the source of such information was not bound by a confidentiality agreement in respect thereof.

For a period of one year after Verdure last supplies the Ingredient to Licensee under this agreement, neither Licensee nor any affiliate, representative, agent of Licensee will directly or indirectly purchase the Ingredient or an equivalent formulation from a confidential supplier or manufacture of Verdure disclosed to Licensee by Verdure.

17. **Damages** The parties acknowledge that damages are inadequate compensation for a breach of this agreement and that the party injured by such breach shall be entitled to injunctive relief against any such breach. The award of injunctive relief shall not limit any other remedies.

- 18. Entire Agreement, Conflict with Other Documents, and Amendment** This agreement is the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, promises and representations between the parties on the same subject matter. In the event of a conflict or inconsistency between this agreement and any other document or agreement between Licensee and Verdure (including any purchase order of Licensee), this agreement will control. This agreement may only be amended by a writing, making specific reference to this agreement, and signed by duly authorized representatives of both parties.
- 19. Waiver of Right** Any waiver of a right under this agreement must be in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this agreement. All rights, remedies, undertakings, obligations, and agreements contained in this agreement are cumulative and do not limit any other remedy, right, or obligation.
- 20. Venue and Choice of Law** This agreement is deemed to have been entered into in the state of Indiana, USA, and it shall be interpreted and enforced accordance with the laws of the state of Indiana, USA. Any action brought to enforce any of the terms of this agreement shall be brought exclusively in the state or federal courts with jurisdiction over Hamilton County, Indiana, USA. In an action to enforce this agreement, the prevailing party shall be entitled to an award of its reasonable expenses and attorneys' fees incurred as a result of the action. Each party authorizes and accepts service of process sufficient for personal jurisdiction in any action against it by registered or certified mail, return receipt requested, to the address provided below.
- 21. Additional Products** If Verdure supplies additional ingredients to Licensee and the parties do not enter a separate licensing agreement for the additional ingredients, this agreement shall apply to the additional ingredients, intellectual property relating to those ingredients, and Licensee's products containing the additional ingredients as if the additional ingredients were the "Ingredient." The parties shall reasonably interpret this agreement to cover the additional ingredients (for example, using the trade name and logo for the additional ingredients rather than the Bacognize trade name and logo).
- 22. Notices** Any notice, consent, or approval permitted or required under this agreement shall be in writing and shall be sent by registered or certified mail, postage pre-paid, or by overnight courier, or by email or facsimile (and confirmed by mail), to the addresses set forth below or to such other address that the parties may later specify. All notices shall be deemed to be effective on the date of receipt.



As an authorized representative of Licensee, I hereby agree to the above.

Name: De Angeli Daniele Title: Managing Director

Signature:  Date: 13/04/2021

Office Address: Via Marcandreaola, 5

City: Ciampino (RM) State: Italy ZIP 00043

Contact Phone: 0651847923 Contact Fax: _____

Corporate Website: WWW.TSUNAMINUTRITION.IT Email: daniele.d@tsunaminutrition.com

Contract Packagers / Manufacturers Authorized by Licensee:

ESADEA SRL

Verdure Sciences, Inc.

Approved by:  Name: Sonya Cropper

Title: Vice President Innovation Phone: 317.776.3600

Address: 17150 Metro Park Ct., Noblesville, IN 46060 Fax: 317.776.3650

Email: scropper@vs-corp.com Date: 20 April 2021

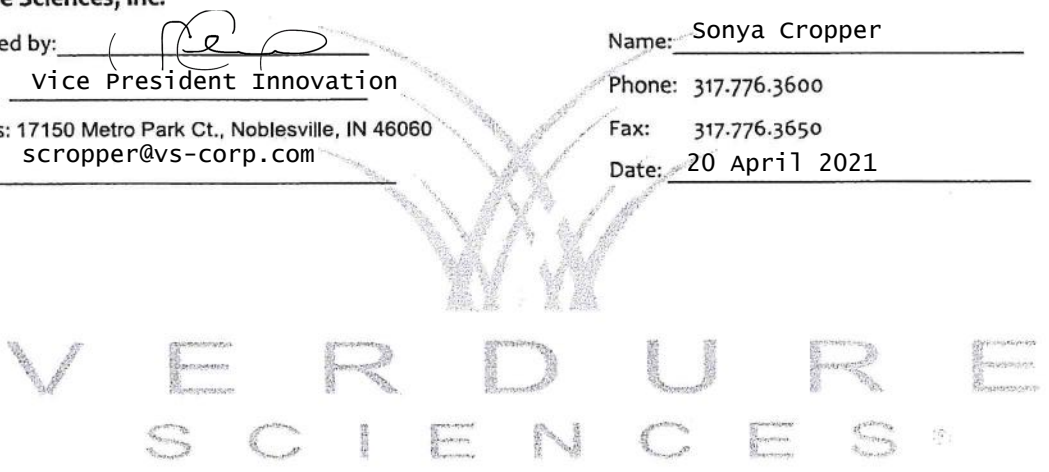




Exhibit 1



"Bacognize® is a registered trademark of Verdure Sciences, Inc."



A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

Addendum A

List products containing the Ingredient submitted by Licensee to be included as part of License Agreement, and attach a copy of each label to be used. Two Finished product samples should be sent to Verdure upon completion of manufacture.

1. Ansio-Fort
2. _____
3. _____
4. _____
5. _____



Verdure Office Use Only:

Date labels received: _____

Received by: _____

Finished product received: _____

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.



TSUNAMI NUTRITION S.R.L.
 Via Marcandreaola 5
 00043 Ciampino (RM)
 P.IVA IT14212061008
 CODICE SDI M5UXCR1
 PEC: tsunaminutrition srl@pec.it

Trade Mark Licensee Agreement Request for Verdure Sciences

Branded Ingredient Name: Bacognize _____ Requested by (Account Manager Name): _____

Finished product details:

Client Brand/label name	Name of the finished product using the brand	Dose Strength	Dosage Form	Recommended Daily use	Units per bottle/ pack	Sales channel
TSUNAMI NUTRITION	ANSIO-FORT	300,00 mg/die	TABLETS	2 TB/DAY	30 TABLETS	ON LINE, SPORT STORES
Please list any other active ingredients in the formula (if any): (See file attached) BLUENESSE®, SERENZO™, SENSORIL®, LAVANDA, L-TRIPTOFANO, AFFRON®, VITAMINA B6, VITAMINA D3						
Please list the countries where you intend to sell the finished product: italy						

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Licensee Contact Details (Brand Company)

Company Name: TSUNAMI NUTRITION SRL
 Company Address: VIA MARCANDREOLA, 5
 City, State, Zip Code: 00043 - CIAMPINO (RM)
 Country: ITALY
 Contact Name (person in charge of signing TM agreement): DE ANGELI DANIELE
 Position in the company: MANAGING DIRECTOR
 Email: _____

Contract Manufacturer Details (if appropriate)

Company Name: _____
 Company Address: _____
 City, State, Zip Code: _____
 Country: _____
 Contact Name (person in charge of signing TM agreement): _____
 Position in the company: _____
 Email: _____

Approved by Brand / Product Manager (Customer) : _____ Date: _____