

Trademark License Agreement


Between

Vital Solutions GmbH

and

Tsunami Nutrition S.r.l.

TSUNAMI NUTRITION S.R.L.
Via Marcandreaola 5
00043 Ciampino (RM)
P.IVA IT14212051008
CODICE SDI M5UXCR1
PEC: tsunaminutritionsrli@pec.it



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This Trademark Licence Agreement ("Agreement") is entered into as of 29.03.2021 ("the Effective Date") between:

- (1) **Vital Solutions GmbH** (Company registration Düsseldorf HRB 61312), a German corporation with its principal place of business at Hausinger Str. 6, 40764 Langenfeld, Germany, ("VS"); and
- (2) **Tsunami Nutrition S.r.l.** (Company registration number, VAT number (P.IVA) IT 14212051008) with its principal place of business at Via Marcandreaola, 5 - 00043 - Ciampino (RM), Italy ("TN").

VS and TN jointly may be referred to as the "Parties".

WHEREAS, VS and TN are interested in establishing a relationship whereby VS gives TN right to use the trademark **Bluenesse®** (Melissa officinalis Extract) in its product to be sold in the Territory.

WHEREAS, TN is in the business of food supplements, in the Territory.

WHEREAS, VS is the exclusive owner of the trademark rights within the Territory for **Bluenesse®** (Melissa officinalis Extract)

WHEREAS, VS has developed and is continuing to develop substantial goodwill, reputation and public recognition associated with and identified by the trademark, which has substantial value.

WHEREAS, TN is, marketing and selling products containing **Bluenesse®** (Melissa officinalis Extract) and using the trademark **Bluenesse®**.

NOW, THEREFORE, the Parties hereby agree as follows:

DEFINITIONS

For the purpose of this Agreement, the following terms, whether used in the singular or plural, shall have the following meanings:


"Agreement" Shall mean this Trademark License Agreement and all of its appendices

"Field" Shall be defined as the dietary supplement market and food market.

"Territory" Shall mean Italy.

"Trademark" Shall mean **Bluenesse®**.

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"Product" Shall have the meaning set forth in Appendix 1, which may be amended from time to time

GRANT OF Trademark Licence

VS will grant a license to TN to use the trademark Bluenesse® for marketing and selling finished products containing Bluenesse® Melissa officinalis Extract in the Territory, if for adult products, the daily intake of 300 mg Bluenesse®, is recommended on the finished product or if by the daily recommended intake of the finished product 300 mg Bluenesse®, are served and if for kids products the daily intake of 200 mg Bluenesse® is recommended on the finished product or if, by the daily recommended intake of the finished product 200 mg Bluenesse®, are served.

The license will be non-exclusive for the term of this Agreement.

1 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including but not limited to, Patents, trademarks, trademark designs, trade names, know-how, domain-names, symbols in connection with the Product ("**Intellectual Property Rights**") belong to VS, or are rights to which Supplier has rights, and shall remain vested with Supplier.

TN acknowledges that VS owns the Trademark. TN undertakes not to challenge the validity of any of VS Intellectual Property Rights registrations or to commit any act that would render such registrations invalid.

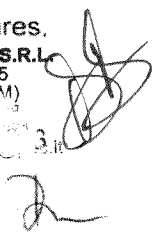
Nothing contained in this Agreement, or any activities conducted by the Parties under this Agreement, shall be construed as to give TN any proprietary interest in, and all use by TN of such Intellectual Property Rights shall inure to the benefit of VS. Upon the termination of this Agreement, TN shall promptly discontinue any use of or reference to the Intellectual Property Rights, and shall not thereafter use any other trademarks, trade names or symbols confusingly similar thereto. Any registration of trademark, trade name or other Intellectual Property Rights to be made during the term of this Agreement in connection to the Product shall be made in the name of and to the benefit of VS.

2 CERTAIN OBLIGATIONS OF THE PARTIES

In connection with this Agreement, TN undertakes in particular to be responsible for meeting the health claim regulations or structure functional claim regulations in the territory in all labeling and marketing of the Finished Product. TN shall indemnify and hold VS harmless against any and all claims relating to TN performance – or lack thereof – including application, packaging use, storage, promotion, advertising and marketing of the Finished Products containing Product.

VS, or its distributor, shall at its own discretion, make available language, photos product information, and other material which TN may use for the production of brochures.

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advertisements and other promotional material. TN shall have a non-exclusive right to use any such materials, including translations during the term of the Agreement. Any costs associated with such marketing material, including translation and transport expenses, custom duties and clearance charges are to be paid in their entirety by TN. VS shall also, in its own reasonable discretion, make available to TN information and know-how for building knowledge and awareness of the Product.

TN permits VS to put finished product photos or their homepage web link or web shop on VS' web page for the product which contains Bluenesse®. TN may "opt out" of this permission by providing written notice to VS. VS will delete all information when TN stops buying the product or when the agreement is terminated.

3 BRANDING

TN shall use best possible efforts to follow the branding- and labelling guidelines outlined in Appendix 2 for Finished Products containing Bluenesse® (Melissa officinalis Extract).

4 CONFIDENTIAL INFORMATION

During the term of this Agreement, VS may disclose certain information related to the Product or VS' business and marketing plans, including but not limited to any information, knowledge or material, whether it is in writing or it is electronically or orally transmitted, of a confidential or secret nature ("**Confidential Information**") to TN solely to permit TN to perform its obligations under this Agreement. TN undertakes to treat any and all confidential information, as strictly confidential and to not divulge or disclose it to any third party for any purpose whatsoever, whether during the course of or after the termination of this Agreement. For purposes of this Clause, the terms of the Agreement, including prices for the Product at any particular time shall be deemed Confidential Information.

TN shall refrain from using, disclosing, or otherwise exploiting any Confidential Information for any purpose not specifically authorized by VS in this Agreement. All files, lists, records, documents, drawings, or marketing and ad campaigns, that incorporate or refer to any Confidential Information shall be returned to VS or destroyed promptly upon termination of this Agreement.

Any confidential information provided by TN, with respect to TN, to VS will be handled in the same manner by VS.

5 TERM OF AGREEMENT

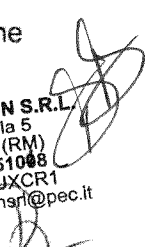
5.1 Term and renewal

This Agreement shall be effective as of the Effective Date, and shall remain in full force and effect until TN stops buying Bluenesse® (Melissa officinalis Extract).

5.2 Termination

Each party may terminate this Agreement with immediate effect by serving a written notice to the other party, setting out the reasons justifying such termination, in case the other party:

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- a). has committed a substantial breach of its obligations arising out of or in relation to the Agreement failing to rectify such breach within thirty (30) days from the date of written notice given by the terminating party.
- b). goes bankrupt, or enters into liquidation or if any analogous circumstances occur that are deemed to affect substantially the other party's ability to carry out its obligations under the Agreement; or
- c). has committed a substantial breach of the rules, regulations, directives or decisions of any governmental agency in the Territory, failing to rectify, if possible, such breach within thirty (30) days from the date of written notice given by the terminating party;
- d). has not bought a yearly (calendar year) minimum quantity of 20 kg of Bluenesse® (Melissa officinalis Extract).

6 MISCELLANEOUS

6.1 Notices

Unless otherwise specifically agreed upon in writing, all notices required or permitted by this Agreement, shall be in writing and delivered either personally, by way of facsimile (supported by a written confirmation from the sender's fax machine that the message has been properly transmitted), prepaid registered mail, or email (supported by confirmation of receipt by the other party), to the following addresses, unless the Parties are subsequently notified in writing of any change of address in accordance with this Clause.

If to VS:

Vital Solutions GmbH,

Office address: Hausinger Str. 6, 40764 Langenfeld, Germany

to the attention of:

Mr. Norbert Weitkemper

Tel: +4921731098203

Fax: +4921731098210

Email: Norbert.weitkemper@vitalsolutions.biz

If to TN:

Tsunami Nutrition S.r.l.,

Office address: Via Marcandreaola, 5 - 00043 - Ciampino (RM), Italy

to the attention of:

Mr. Daniele De Angeli

Tel: +39 06 51 84 79 83

Email: daniele.d@tsunaminutrition.com

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6.2 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of Germany and the court of Düsseldorf.

6.3 Authority

VS and TN each have all requisite corporate power and authority to enter into this Agreement. This Agreement has been duly and validly executed and delivered by VS and TN respectively and constitutes a legal, valid and binding agreement between VS and TN, enforceable in accordance with its terms.

6.4 Entire Agreement

This Agreement constitutes the entire understanding and contract between the Parties and supersedes and replaces any and all prior and contemporaneous, oral or written representations, communications, understandings, and agreements between the Parties. The Parties acknowledge and agree that neither of the Parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.

The Parties have caused this Agreement to be executed in duplicate by their duly authorized representatives. Date: 29.03.2021
For Vital Solutions GmbH


Dr. Sybille Buchwald-Werner
Managing Director

For Tsunami Nutrition S.r.l.


Mr. Daniele De Angeli
Owner MANAGING DIRECTOR

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Appendix 1

Bluenesse[®], *Melissa officinalis* extract



Technical datasheet: Bluenesse

1. Product Description

Bluenesse is a fine beige-brown powder extract obtained from the leaves of *Melissa officinalis* (L.).
Melissa officinalis (L.) is a member of the family *Lamiaceae*, an annual edible herb native to Europe.
Country of origin: Germany

2. Manufacturer/Supplier

Möller Pharma GmbH & Co. Herstellungs- und Vertriebs KG
Forst Strasse Str. 7
D- 45659 Recklinghausen
Tel.: +49(0)2361 937268-0
Fax.: +49(0)2361 937268-40
<http://www.moeller-pharma.de>

Vital Solutions GmbH
Hausinger Straße 6
D- 40764 Langenfeld
Tel.: +49(0)2173 10 98 202
Fax: +49(0)2173 10 98 210
<http://www.vitalsolutions.biz>

3. Composition

Melissa officinalis (L.) Leaf Extract: 70-95%
Tapioca Maltodextrin: 5-30%

4. Manufacturing Procedure

Bluenesse is obtained from the leaves of the dried *Melissa officinalis* (L.) plant by water extraction. The raw material: extract ratio of the native extract is 3-4.5:1. The extract is dried together with Tapioca maltodextrin. No preservatives are added.

5. Specification

Appearance:	Fine beige-brown powder with characteristic odor
Solubility:	10g freely soluble in 100g water at ambient temperature
Loss on drying:	≤ 5.0 %
Particle size:	100% <500µm 80% <300µm
Bulk density:	0.40-0.65 g/ml
Tapped density:	0.60-0.85 g/ml
pH:	4.8-5.5 10 % water solution
Foreign matter:	not detected
Rosmarinic acid:	≥ 6% (Assay HPLC)
Muscarin M1 receptor affinity	Yes
Pesticides (EC) NO396/2005:	According to legislation
Heavy metals (EC) NO1881/2006:	
Arsen:	≤ 1 mg/kg (ppm)
Cadmium:	≤ 0.05 mg/kg (ppm)
Lead:	≤ 0.1 mg/kg (ppm)
Mercury:	≤ 0.1 mg/kg (ppm)
Microbiology: Ph. Eur. 8ed Cat. 5.1.4	
Total aerobic plate count:	≤ 1000 cfu/g
Yeast and mould:	≤ 100 cfu/g
Coliforms/Enterobacteria:	≤ 100 cfu/g
Salmonellae:	absent in 10 g
Escherichia coli:	absent in 1 g
Staphylococcus aureus:	absent in 1 g

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6. Nutritional Analysis

Energy:	300-350 kcal/100 g
Protein:	7-10 g/100 g
Fat:	0-0.5 g/100 g
Trans fat:	not detected (Limit: 0.05 g/100 g)
Cholesterol:	not detected (Limit: 1 mg/100 g)
Carbohydrates:	65-75 g/100 g
Sugar:	10-11 g/100 g
Dietary fibre:	2-8 g/100 g
Sodium:	3-9 mg/100 g
Ash:	<13 g/100 g

7. Contaminants

The following contaminants are randomly inspected:

Aflatoxins, Dioxins/PCBs, Polyaromatic hydrocarbons (PAH), Pyrrolizidine alkaloids

8. Intended Use and Declaration

The intended use is for foods and food supplements.

It is recommended to label the product as "*Melissa officinalis* (L.) extract".

It is recommended to label the organic version of the product as "organic *Melissa officinalis* (L.) extract".

9. Storage and Shelf-life

The shelf-life of Bluenesse in sealed original containers and under dry conditions at ambient temperature is at least 3 years. We recommend storing Bluenesse under dark, cool and dry conditions in sealed original containers.

10. Packaging

5 kg, 10 kg and 20 kg (net weight) Bluenesse is packed into a food-grade Aluminium bag.

11. Regulatory

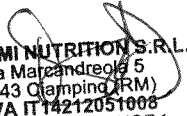
Bluenesse can be used in food and in food supplements in Europe. The Scientific Committee (SC) of EFSA (European Food Safety Authority) has listed *Melissa officinalis* within its botanical compendium in annex B, confirming that they could not identify any safety concerns.

Bluenesse can be used in foods and dietary supplements in the U.S., as it is generally recognized as safe (GRAS) listed in CFR.21, part 182. It does not fall under the requirements of a New Dietary Ingredient Notification.

12. Certificates

Allergen free certificate
Non-GMO certificate
Gluten-free certificate
TSE/BSE certificate
Non-Radiation certificate
Melamine certificate
Organic certificate / Organic compliance certificate
Ingredient certificate
Halal certificate
Kosher certificate
Vegan certificate

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Appendix 2

Labelling and Branding Guidelines

Bluenesse[®], Melissa officinalis branding and labeling guidelines

1. Brand

The first mention of Bluenesse[®], in the body copy of most written communications should be Bluenesse[®].

The first use of Bluenesse[®] should always include the trademark symbol. Thereafter, use of Bluenesse, with not following trademark.

In written communication the brand name should be written in the same colour as the other text and kept in one colour. You are course free to use the logo in the text as well.

2. Labeling

The Bluenesse[®], logo must be clearly evident on the product label/packaging.

The statement “Bluenesse[®], is a trademark of Vital Solutions GmbH, Germany” should be included on the product label/packaging.

The product description must always refer to “Bluenesse[®] Melissa officinalis extract”.

3. Marketing

Advertising/marketing/media material written and electronic must always refer to “Bluenesse[®]”.

4. Logo

- a) The logo must always appear as shown below:



- b) The logo should not be altered in anyway; separate the letters, words from each other; replace the words with others; or rotate, skew, or flip the logo. The logo is available as “jpg”
- c) Colour Usage: The Bluenesse[®], logo is approved for use ONLY in its original colours cyan and green (see below for RGB). When limited to one-colour usage, black is preferred. If black is not available, reverse the logo to white from the available colour.

The RGB colours are as follows:

	Cyan	Green
R	11	140
G	161	182
B	226	60

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