

BIOCELL COLLAGEN® NON-EXCLUSIVE END-USER LICENSE AGREEMENT

THIS AGREEMENT (“Agreement”) dated this 5th day of May 2021, is between Biocell Technology, LLC, a California limited liability company (“BIOCELL”), and Tsunami Nutrition Srl a Italian company (“LICENSEE”). BIOCELL and LICENSEE agree as follows:

1. DEFINITIONS

(a) “Hydrolyzed Collagen Type II” shall mean chicken or any other animal sternal cartilage-derived material comprising hydrolyzed collagen type II as specified in, but not limited to, those which are (i) covered by the claims of the Licensed Patents; (ii) manufactured in accordance with the Licensed Information; (iii) promoted or marketed in accordance with the Licensed Information; (iv) promoted or marketed as BioCell Collagen®, including all derivations, variations, spin-offs, combinations, components or reformulations thereof.

(b) “Licensed Information” means all confidential or proprietary information, research studies, clinical studies, trade secrets, sources of supply (“SOURCES”), and know-how of BIOCELL relating to Hydrolyzed Collagen Type II.

(c) “Licensed Patents” means those patents listed at <http://www.biocellcollagen.com/patents>.

(d) “Mark” means the “Biocell Collagen® (AND DESIGN)” trademark as set forth in Exhibit A.

(e) “Licensed Consumer Products” means solid dosage form products for oral ingestion (excluding liquid or powdered drink mix products) containing a minimum dosage of Hydrolyzed Collagen Type II of at least 500 mg per serving.

(f) “Licensed Rights” means the Licensed Patents, Licensed Information, and/or Mark.

(g) “Authorized Distributor” means a BIOCELL licensed and authorized distributor of Hydrolyzed Collagen Type II exclusively purchased from BIOCELL.

(h) “Authorized Contract Manufacturer” means a BIOCELL licensed and authorized third party contract manufacturer of Licensed Consumer Products containing Hydrolyzed Collagen Type II exclusively from BIOCELL.

2. GRANT OF RIGHTS, MARKING, CONFIDENTIALITY

(a) BIOCELL grants to LICENSEE, and LICENSEE accepts, a non-transferable, non-exclusive, worldwide right and license under the Licensed Rights to make, have made, use and sell Licensed Consumer Products which contain Hydrolyzed Collagen Type II purchased from BIOCELL in all sales channels excluding direct selling (as defined by dsa.org) or multi-level/network marketing channels. LICENSEE shall not sell, license, sublicense, loan, assign, delegate, gift, exchange, pledge, hypothecate, invest, sublicense, partition, or otherwise transfer, in part or in whole, the Licensed Rights. LICENSEE shall not repackage or resell any Hydrolyzed Collagen Type II purchased from BIOCELL except in the form of a finished product for consumer use.

(b) LICENSEE shall use its best efforts to sell the Licensed Consumer Products. Furthermore, LICENSEE shall conspicuously display the Mark on the Licensed Consumer Product label, the outer package, advertisements, web pages, and promotional materials in connection with the Licensed Consumer Products. LICENSEE shall include a notice on all Licensed Consumer Products, and on all materials bearing the Mark in accordance with Exhibit A of this Agreement. LICENSEE acknowledges that any product literature or studies related to Hydrolyzed Collagen Type II or Licensed Consumer Products made available to LICENSEE by BIOCELL are provided for the general convenience of the LICENSEE and do not constitute a warranty of the performance, suitability, or efficacy of Hydrolyzed Collagen Type II or Licensed Consumer Products when used by the LICENSEE.

(c) LICENSEE shall not challenge or oppose the ownership by BIOCELL of the Mark, Licensed Patents, or Licensed Information, or the validity thereof. LICENSEE shall not adopt a mark or name or apply for or aid others to seek trademark or similar rights for any mark which is identical or confusingly similar to the Mark.

(d) LICENSEE agrees to maintain in confidence the Licensed Information, and not disclose it to any third parties, nor use it for any

purpose other than the manufacture and sale of Licensed Consumer Products. Additionally, LICENSEE shall only disclose information or knowledge pertaining to SOURCES under specific circumstances wherein BIOCELL has granted express written permission in advance of disclosure. Furthermore, LICENSEE shall limit dissemination of information relating to the SOURCES to those internal personnel who have a direct need for such information and shall make such employees aware of their continuing obligations under the terms of this Agreement. LICENSEE will not, either during or after the termination of its relationship with BIOCELL, directly or indirectly, circumvent or attempt to circumvent BIOCELL, avoid, by-pass, interfere with, or obviate BIOCELL's interest with respect to Sources and LICENSEE shall not enter into any discussions, negotiations, communications, supply agreements, contracts, purchases or any other agreements regarding any type of project utilizing the ideas, plans and concepts or any elements similar to that which are encompassed by the Hydrolyzed Collagen Type II or relating to the Hydrolyzed Collagen Type II.

(e) LICENSEE shall not change, modify or alter in any way the composition of the Hydrolyzed Collagen Type II or the Licensed Consumer Products without the prior written consent of BIOCELL. LICENSEE shall not attempt to “reverse engineer” the Hydrolyzed Collagen Type II and LICENSEE shall not attempt to duplicate, substitute, approximate, supplement, or design an alternative for the Hydrolyzed Collagen Type II by any method whatsoever, including, without limitation, by mixing raw materials obtained or purchased from any third parties.

(f) Except, as explicitly set forth in this Agreement, BIOCELL shall not be deemed by estoppel or implication to have granted the LICENSEE any license or other right to any intellectual property of such Party.

3. PURCHASE OF REQUIREMENTS

(a) In consideration of the grant of Licensed Rights, LICENSEE covenants to purchase or obtain (only pursuant to Section 3d) its requirements of Hydrolyzed Collagen Type II exclusively from BIOCELL or, with BIOCELL's written consent, from an Authorized Distributor.

(b) LICENSEE shall purchase Hydrolyzed Collagen Type II exclusively from BIOCELL or its Authorized Distributor by written purchase order per BIOCELL's most recent price list, which may change from time to time at BIOCELL's sole discretion. In the event of any conflict between the terms of such purchase order and this Agreement, or any sales order acknowledgement sent by BIOCELL, the terms of this Agreement and BIOCELL's sales order acknowledgement shall govern. All additional terms in any purchase order are hereby rejected by BIOCELL. In the event, LICENSEE is having the Licensed Consumer Product contract manufactured, LICENSEE shall purchase Licensed Consumer Products exclusively from an Authorized Contract Manufacturer and only pursuant to Section 3(d) below.

(c) When purchasing Hydrolyzed Collagen Type II directly from BIOCELL, all orders shall be pre-paid unless and until LICENSEE's application for credit is approved, which shall be at BIOCELL's sole discretion. LICENSEE shall pay interest on all late payments at the lesser of 1.5% per month or the highest rate permitted by law, calculated daily and compounded monthly. LICENSEE shall reimburse BIOCELL for all costs incurred in collecting any late payments, including, but not limited to, reasonable attorneys' fees. In addition to and not in lieu of any other remedy, BIOCELL shall be entitled to suspend delivery of any products if LICENSEE fails to cure any payment failure within five (5) days of notice. LICENSEE shall not withhold any payment hereunder by reason of any set-off of any claim or dispute with BIOCELL. Unless otherwise agreed by the parties in writing, BIOCELL shall deliver Hydrolyzed Collagen Type II to the location specified in the purchase order, using BIOCELL's standard methods for packaging and shipping such Hydrolyzed Collagen Type II. No purchase order, shipping instructions, or any other written or verbal agreement will supersede the terms herein.

(d) Should LICENSEE wish to have any of its Licensed Consumer Products manufactured or packaged by a third-party contract manufacturer, LICENSEE shall notify BIOCELL to ensure a BIOCELL Contract Manufacturer License Agreement is duly executed by the Authorized

Contract Manufacturer. BIOCELL reserves the right to approve or reject contract manufacturers or packagers.

4. QUALITY CONTROL, COMPLIANCE WITH LAW

(a) LICENSEE acknowledges that the Licensed Rights have substantial value and goodwill, that both parties benefit from the high quality and performance associated with the Licensed Rights, and that the terms of this Agreement are necessary and reasonable to assure that all Licensed Consumer Products are of the same consistently high quality as products sold by others who are licensed under the Licensed Rights. Accordingly, BIOCELL shall be entitled to LICENSEE purchase history records of Hydrolyzed Collagen Type II and/or Licensed Consumer Products to affirm compliance and to exercise quality control over the Licensed Consumer Products as follows:

(i) Prior to the sale of any Licensed Consumer Products hereunder, LICENSEE shall furnish to BIOCELL for approval a label copy/proof of each Licensed Consumer Product that LICENSEE intends to have manufactured and sold under the Licensed Rights and LICENSEE shall furnish to BIOCELL, at no expense to BIOCELL, four (4) production samples of each Licensed Consumer Product. Any acceptance or rejection by BIOCELL shall be in writing, and any rejection shall include a written description of the non-conformity. LICENSEE shall not sell or offer for sale any Licensed Consumer Product until BIOCELL has approved in writing the label and product packaging, which shall not be unreasonably withheld. If LICENSEE modifies the design or formulation of any Licensed Consumer Product, LICENSEE shall notify BIOCELL and obtain BIOCELL's approval of the modifications prior to commencement of manufacturing.

(ii) For quality assurance purposes, LICENSEE shall provide to BIOCELL, at no charge to BIOCELL, four (4) production samples of each Licensed Consumer Product each year of this Agreement.

(iii) In the event that BIOCELL and LICENSEE disagree over the existence of a non-conformity, BIOCELL may require LICENSEE to submit two (2) samples to a mutually agreed upon independent testing laboratory for evaluation. The cost of such evaluation shall be paid by LICENSEE, with the exception that LICENSEE shall not be required to pay more than ten thousand (\$10,000) for such independent laboratory testing in any given calendar year.

(b) LICENSEE shall not, and shall not permit any third party to, advertise, promote, offer for sale, sell, shop or distribute substandard merchandise under the Licensed Rights.

(c) LICENSEE shall comply with all applicable laws and regulations, including without limitation, the Federal Food, Drug and Cosmetic Act, the Dietary Supplement Health and Education Act, and the Federal Trade Commission Act in connection with the manufacturing, marketing, sale and use of Licensed Consumer Products. LICENSEE shall have full responsibility for any statements made by LICENSEE with respect to the inclusion of Hydrolyzed Collagen Type II in any Licensed Consumer Product and LICENSEE acknowledges that BIOCELL shall have no liability for any such statements even if based upon information provided by BIOCELL.

(d) LICENSEE agrees that the Licensed Consumer Product manufacturer shall and will at all times maintain cGMP or ISO9000/ISO9001 certification by an Accredited Third-Party Certifier. LICENSEE shall make a copy of the applicable certificate readily available to BIOCELL to verify compliance with this provision.

5. INDEMNIFICATION, LIMITATION OF LIABILITY

(a) LICENSEE hereby agrees to indemnify, defend, and hold BIOCELL, its managers, members, employees and agents, harmless from and against any and all claims, liability, loss, cost, damage or expense (including attorneys' fees and costs) arising from any act or omission of LICENSEE, its managers, members, employees and agents, including without limitation, the marketing, advertising, promotion, label claims, sale and/or distribution of Licensed Consumer Products. LICENSEE agrees, upon

demand by BIOCELL, to defend actions or proceedings brought against BIOCELL with respect to the matters embraced by this section, but BIOCELL shall have the right to conduct such defenses if it chooses to do so.

(b) LICENSEE agrees to obtain and keep in full force and effect, during the term of this Agreement, at its sole cost and expense, a policy of insurance insuring against those risks customarily insured under comprehensive general liability policies, including, but not limited to, "product liability" and "completed operations." Such insurance policy shall provide that it cannot be canceled without thirty (30) days prior written notice to BIOCELL. LICENSEE shall make a copy of the policy readily available to BIOCELL, and its agents or representatives, at such reasonable times as BIOCELL may from time to time request for inspection and copying.

(c) IN NO EVENT SHALL BIOCELL BE LIABLE TO LICENSEE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT OR FROM THE PRODUCTS PROVIDED HEREUNDER. BIOCELL MAKES NO OTHER EXPRESS WARRANTIES TO LICENSEE REGARDING THE LICENSED INFORMATION OR THE LICENSED RIGHTS; THERE ARE NO IMPLIED WARRANTIES BY BIOCELL REGARDING THE LICENSED RIGHTS OR LICENSED INFORMATION, INCLUDING WITHOUT LIMITATION, TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

6. TERM AND TERMINATION

(a) The term of this Agreement shall be for one (1) year from the effective date and shall automatically renew annually for additional, successive terms of one (1) year unless either party provides written notice to the other of its intention not to renew at least sixty (60) days prior to the end of the initial term or any renewal terms.

(b) BIOCELL may terminate this Agreement (i) for any reason, or no reason, on thirty (30) days written notice to LICENSEE, (ii) immediately if LICENSEE becomes insolvent, or the business of LICENSEE is placed in the hands of a receiver or trustee, or an assignment is made for the benefit of creditors of LICENSEE and (iii) immediately if LICENSEE challenges or opposes the ownership by BIOCELL of the Mark, Licensed Patents or Licensed Information.

(c) Upon termination, LICENSEE shall: (1) immediately provide to BIOCELL an accurate list of all Licensed Consumer Products and Hydrolyzed Collagen Type II in inventory; and (2) immediately cease manufacturing all Licensed Consumer Products if the termination is due to material breach or LICENSEE challenges or opposes the ownership by BIOCELL of Licensed Rights; otherwise, BIOCELL will provide a grace period based on the LICENSEE inventory of Hydrolyzed Collagen Type II, historical data and goodwill; and (3) make no further use of BIOCELL's rights, except that LICENSEE, may sell off its then existing and listed inventory of Licensed Consumer Products for not more than six months following the date of termination; and (4) return or destroy, at the sole discretion of BIOCELL, any documentation or information related to the Licensed Consumer Products and Licensed Rights, except this Agreement, the list of all Licensed Consumer Products in inventory under this Section, and the inventory of Licensed Consumer Products under this Section.

7. PATENT MATTERS

(a) BIOCELL makes no representation or warranty that (i) any patent claim that is being licensed, or that may be licensed hereunder is valid, or (ii) that any Licensed Consumer Product is or will be free from infringement of patents of third parties.

(b) If LICENSEE believes that any of the Licensed Rights are infringed by a third party, LICENSEE shall provide written notice to BIOCELL together with all available information regarding such alleged infringement. BIOCELL shall have the right, but not the obligation, to take appropriate action in its sole discretion to abate such infringement. LICENSEE agrees to cooperate with BIOCELL in enforcing the Licensed Rights, including, but not limited to, by making oaths, signing declarations, and taking all reasonable actions requested by BIOCELL.



8. GENERAL

(a) This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. LICENSEE shall not assign this Agreement without the prior written consent of BIOCELL, provided however that LICENSEE may assign this agreement to the direct or indirect successor of LICENSEE's entire business which agrees in writing with BIOCELL to be bound by all of the terms and conditions contained herein.

(b) All notices required or permitted to be given pursuant to this Agreement must be in writing and may be given by any method of delivery which provides evidence or confirmation of receipt, including personal delivery, express courier, teletype, and prepaid certified or registered mail with return receipt requested. Notices shall be deemed to have been given and received on the date of actual receipt or, if either of the following dates is applicable and is earlier, then on such earlier date: one (1) business day after sending, if sent by teletype or express courier; or five (5) business days after deposit in the U.S. mail, if sent by certified or registered mail. Notices shall be given or addressed to the respective signatory of each party.

Any party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner herein provided.

(c) Execution: This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments, and/or signature made with electronic signature using a reputable industry standard tool such as AdobeSign or DocuSign or similar, shall be treated as original signatures and shall have the same legal force and effect and be binding on the Parties as originals.

(d) No Agency, Joint Venture, Partnership: This Agreement does not create any agency, franchise, joint venture or partnership between the parties, and neither party shall incur obligations in the name of the other party without such other party's prior written consent.

(e) No Implied Waiver: No failure or delay in the part of either party hereto in insisting upon or enforcing or resorting to any of its powers, rights, remedies or options hereunder, and no partial or single exercise thereof, shall constitute a waiver of any such powers, rights, remedies or options. No course of conduct or dealing between the parties shall act as a modification or waiver of any provisions of this Agreement. Only a modification or waiver which is contained in a single writing signed by both parties shall be effective.

(f) Entire Agreement and Modifications: This writing constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, whether written or oral, regarding the subject matter of this Agreement, and no modifications or revisions hereof shall be of any force and effect unless such modifications or revisions are in a single writing, signed by an authorized individual of each party.

(g) Governing Law, Dispute Resolution, Attorneys' Fees: This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute arising between the parties in connection with the rights or obligations of either party under this Agreement, the dispute shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, before a single arbitrator in Orange County, California. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action will be brought exclusively in a court of competent jurisdiction in Orange County California, and the parties hereby submit to the jurisdiction of such court. In the event that any action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, expert witness fees and legal expenses from the other party.

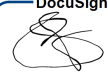
(h) Severability: Should any part or provisions of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding so long as the primary purposes and intentions of the parties can still be accomplished. Rights and remedies under this Agreement and under the law are intended to be cumulative, and not mutually exclusive.

(i) Corporate Authority: Each of the corporate Parties represents and warrants that: (i) It is a corporation that is validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) It has full corporate power to execute, deliver and perform its obligations under this Agreement; (iii) The person executing this Agreement on its behalf has its full authority to do so; and (iv) It shall indemnify, defend and hold the other Party harmless from and against any and all claims that may now or hereafter be made against any of them by virtue of any breach of the provisions of this section.

(j) Survival: The terms of the following provisions shall survive the Termination of this Agreement: 2c, d, e, f, 5a, c and 8e, f, and g.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, effective as of the Effective Date.

Biocell Technology, LLC

DocuSigned by:

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Dated: May 6, 2021

By: _____

20 Truman Street, Ste. 105
Irvine, CA 92620

Printed Name: Suhail Ishaq
Title: President
Company: BioCell Technology, LLC

Tsunami Nutrition Srl

DocuSigned by:

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Dated: maggio 6, 2021

By: _____

Via Marcandreaola, 5
00043 Ciampino (RM)
Italy

Printed Name: Sig. Daniele Deangeli
Title: Managing Director
Company: Tsunami Nutrition Srl
Contact #: 3924875405
Email: daniele.d@tsunaminutrition.com

EXHIBIT A

BIOCELL COLLAGEN® (AND DESIGN) CO-LABELING PROGRAM

1. The Mark must appear as provided by BioCell Technology, LLC (“BioCell”) as regards to type, fonts, placement of elements and colors.
2. The Mark must appear legibly on the principle label display panel of the Licensed Consumer Product label for standalone BioCell Collagen products and optionally on the side label panel for multi ingredient formulations as acceptable to BioCell.
3. The Mark must be of a size to assure legibility of all elements and appropriately proportioned to complement the label design.
4. The following Patent Notice Statement: “BioCell Collagen™, variously in name and/or design, are trademarks of BioCell Technology, LLC, and are registered in the United States and other jurisdictions. (Pat.: <https://www.biocellcollagen.com/patents>)” should appear on the Licensed Consumer Product label and must be of an adequate type size for legibility.
5. The Patent Notice Statement must be updated from time to time as directed by BioCell as needed to reflect the then current patent portfolio.

THE MARK:



Certificato di completamento

ID busta: 517A97B9DDED44C58A3FBDBDA5B15DE1	Stato: Completato
Oggetto: Please DocuSign: BioCell Collagen End User Customer License Agreement - Tsunami Nutrition Srl I...	
Busta d'origine:	
Pagine documento: 4	Firme: 2
Pagine certificato: 2	Iniziali: 6
Firma guidata: Abilitato	Creatore busta:
Timbro ID busta: Abilitato	Suhail Ishaq
Fuso orario: (UTC-08:00) Fuso del Pacifico (USA e Canada)	20 Truman Suite 105
	20 Truman Suite 105
	Irvine, CA 92620
	suhail@biocelltechnology.com
	Indirizzo IP: 12.244.144.62

Verifica record

Stato: Originale	Proprietario: Suhail Ishaq	Posizione: DocuSign
05/05/2021 11:21:28	suhail@biocelltechnology.com	

Firmatario - Eventi

Daniele Deangeli
daniele.d@tsunaminutrition.com
Livello di protezione: E-mail, Autenticazione account (nessuna)

Firma

DocuSigned by:

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Timestamp

Inviato: 05/05/2021 11:24:50
Visualizzato: 06/05/2021 07:22:33
Firmato: 06/05/2021 07:24:44

Scelta della firma: Stile preselezionato
Mediante l'indirizzo IP: 93.56.249.180

Record elettronico e divulgazione della firma:

Non disponibile tramite DocuSign

Suhail Ishaq
suhail@biocelltechnology.com
President
BioCell Technology, LLC
Livello di protezione: E-mail, Autenticazione account (nessuna)

DocuSigned by:

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Inviato: 06/05/2021 07:24:45
Visualizzato: 06/05/2021 08:45:32
Firmato: 06/05/2021 08:45:40

Scelta della firma: Tracciata sul dispositivo
Mediante l'indirizzo IP: 12.244.144.62

Record elettronico e divulgazione della firma:

Non disponibile tramite DocuSign

Firmatario di persona - Eventi	Firma	Timestamp
Editor - Eventi di recapito	Stato	Timestamp
Agente - Eventi recapito	Stato	Timestamp
Recapito intermedio - Eventi	Stato	Timestamp
Recapito consegna certificata - Eventi	Stato	Timestamp
Copia nascosta - Eventi	Stato	Timestamp
Firma come testimone gli eventi	Firma	Timestamp
Pubblico ufficiale - Eventi	Firma	Timestamp
Riepilogo busta - Eventi	Stato	Data e ora

Riepilogo busta - Eventi	Stato	Data e ora
Busta inviata	Con hash/Crittografato	05/05/2021 11:24:50
Consegna certificata	Controllo protezione eseguito	06/05/2021 08:45:32
Apposizione firma completata	Controllo protezione eseguito	06/05/2021 08:45:40
Completata	Controllo protezione eseguito	06/05/2021 08:45:40

Eventi di pagamento	Stato	Data e ora
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