

CO-BRANDING CONDITIONS

BioActor B.V. ("BIOACTOR") is the owner of the CORDIART™ word mark and CORDIART logo (as attached hereto) (jointly "TRADEMARK"). BIOACTOR has developed and uses the TRADEMARK in connection with BIOACTOR's cardiovascular health product CORDIART ("CORDIART").

TSUNAMI NUTRITION SRL ("PARTNER") wish to use the TRADEMARK in connection with its branded cardiovascular health product destined to the consumer market and containing CORDIART ("PARTNER PRODUCT").

BIOACTOR and PARTNER agree on the following conditions for such use:

1. Subject to full compliance with the conditions set forth hereafter, BIOACTOR hereby grants PARTNER a free, limited, non-exclusive and non-transferable license to use the TRADEMARK in connection with the promotion and sale of PARTNER PRODUCT in TSUNAMI ("LICENSED MARKET").
2. PARTNER shall obtain its total requirements of CORDIART from BIOACTOR or from an authorized distributor of BIOACTOR or from a contract manufacturer that obtained CORDIART from BIOACTOR or an authorized distributor of BIOACTOR.
3. PARTNER shall not use any other citric flavonoid ingredient than CORDIART in PARTNER PRODUCT. Moreover, PARTNER PRODUCT shall contain at least 50% of the daily recommended dose of CORDIART (=500mg) in a single dosage form.
4. PARTNER shall not promote or offer for sale PARTNER PRODUCT in conjunction with the TRADEMARK outside the LICENSED MARKET.
5. PARTNER shall label each PARTNER PRODUCT with the TRADEMARK:
 - a. in accordance with the specified layout, font, form and colours as specified in the Attachment;
 - b. whereby the CORDIART Logo is used as a secondary trademark, which shall be not bigger in size than 50% of the brand of PARTNER PRODUCT;
 - c. whereby the whole lay-out of the label has been approved in writing by BIOACTOR prior to the promotion and sale of PARTNER PRODUCT.
6. PARTNER shall accompany each use of the TRADEMARK, be it on websites, printed materials or the PARTNER PRODUCT, with the ™ symbol and the following sentence at the bottom of the same (web)page or label:
"CORDIART™ is a trademark of BioActor B.V."
7. PARTNER shall inform BIOACTOR without delay when becoming aware of any infringement of the TRADEMARK in the LICENSED MARKET.



8. PARTNER shall not directly or indirectly register the TRADEMARK or attack the validity of the TRADEMARK.
9. PARTNER shall defend, indemnify and hold BIOACTOR harmless from any claim, liability and cost which may arise in connection with the promotion and sale of the PARTNER PRODUCT.
10. This Agreement and the license granted hereunder shall become effective as of the date of this Agreement written below and shall renew for subsequent periods of one (1) year, unless terminated by either party by six (6) months prior written notice to the other party. Any violation of any of the above conditions shall entitle BIOACTOR to terminate this Agreement and the license forthwith. PARTNER shall cease any use of the TRADEMARK when the termination has become effective.
11. This Agreement is governed by Netherlands Law. Any dispute about this Agreement that cannot be amicably resolved may be submitted to the courts of Amsterdam.

This Agreement comes into effect on _____

For Bio Actor B.V.



signed by:

Hans van der Saag
Managing Director

For TSUNAMI NUTRITION SRL

signed by:

DANIELE DEANGELI
Managing Director

ATTACHMENT

CORDIART LOGO



TM

A small, handwritten signature or mark in the bottom right corner of the page, consisting of several overlapping loops and a long horizontal stroke extending to the right.