

DERMAVAL™ TRADEMARK LICENSE AND RAW MATERIALS SUPPLY AGREEMENT

This agreement (hereinafter referred to as "Agreement") is made and entered as of the 21st day of June, 2021 (hereinafter referred to as the "Effective Date") by and between VDF FutureCeuticals, Inc., an Illinois corporation located at 2692 N. State Rt. 1-17, Momence, IL 60954, USA ("VDF FC"), and Tsunami Nutrition S.R.L., an Italian company located at Via Marcandreaola 5, 00043 Ciampino (RM), Italy ("TSUNAMI"). VDF FC and TSUNAMI may be collectively referred to hereinafter as "the Parties" and individually as a "Party."

WHEREAS VDF FC owns the trademark **DERMAVAL™**, as well as the **DERMAVAL™** logo(s) set forth below, and all goodwill associated with such trademarks in the United States and elsewhere:

DERMAVAL™

such marks collectively referred to herein as the "Trademarks," and all of the U.S. and international common law, registered and other trademark rights related thereto collectively referred to herein as the "Trademark Rights";

WHEREAS, VDF FC has agreed to allow TSUNAMI to use the Trademarks and the Trademark Rights to develop, make, use, sell, have made, have sold, distribute, manufacture (or caused to be manufactured) or export certain various retail functional food and nutritional supplement products, conditioned upon and limited by the terms of this Agreement (the "Products");

NOW THEREFORE, in consideration of the mutual covenants and promises exchanged, the Parties agree to be legally bound by the following covenants and they agree as follows:

1. DEFINITIONS.

For the purposes of this Agreement, the terms listed within this instant Article I shall be defined as follows:

1.1 "Term" shall mean that period of time during which the Agreement is in force and effective. The Term shall commence on the Effective Date and continue for a period of exactly twenty-four (24) consecutive months ("Initial Period").

1.1.1 *Earlier Termination of the Agreement by TSUNAMI.* TSUNAMI has the right to terminate this Agreement at any time upon giving VDF FC ninety (90) days written notice. Upon termination of this Agreement by such notice, all rights granted to TSUNAMI herein shall terminate and automatically revert back to VDF FC, and outstanding payments due VDF FC per this Agreement will be duly accounted, reported and paid by TSUNAMI to VDF FC. Any purchase orders submitted to VDF FC prior to the

termination notice, even if not fulfilled at the time of said termination, shall continue to be considered a firm commitment, and the obligation to pay shall not be terminated or cancelled.

1.1.2 *Renewal of the Agreement.* At the end of such Initial Period, the Term shall be renewed automatically for additional periods of one (1) year (each hereinafter referred to as a "Period"), unless either Party notifies the other Party in writing, at least sixty (60) days prior to the end of the Initial Period or subsequent Period thereof, of its intention not to renew this Agreement.

1.2 "IP Territory" shall mean the countries within which the Trademark Rights granted by VDF FC pursuant to this Agreement may be used. The IP Territory is: Europe.

1.3 "Non-IP Territory" shall mean the countries not included within the IP Territory wherein any rights other than the Trademark Rights ("Other Rights") granted by VDF FC pursuant to this Agreement may be used. The Non-IP Territory is: None

1.4 "Licensed Channels" shall mean the channels of commerce in which TSUNAMI may sell products using the VDF FC license granted by this Agreement. The Licensed Channels are pharmacy/drug stores and direct-to-consumer online channels.

1.5 "Raw Material" and/or "Raw Materials" shall mean VDF FC's proprietary DERMAVAL™ material, VDF FC product number N801.1.

1.6 "Raw Material Specifications" (hereinafter also referred to as the "Specifications") shall mean the specifications for the Raw Material as set forth in Exhibit B, attached hereto.

1.7 "Product" or "Products" shall mean TSUNAMI's ready-to-mix beverage products that contain the Raw Materials in combination with other ingredients. Products shall not include products that contain the Raw Materials in stand-alone application wherein the Raw Materials are presented as the sole or primary active material.

1.8 "Contract Manufacturer" shall mean the party authorized to purchase Raw Materials on behalf of TSUNAMI. The Contract Manufacturer is Esadea Srl, located at Via Meda, 20 - 74023 Grottaglie (TA), Puglia, Italy.

1.9 "Brand" shall mean usage of the term "DERMAVAL" or any similar term in the Non-IP Territory.

2.0 "Current Good Manufacturing Practices" and "cGMP" shall each mean the applicable standards and applicable laws relating to manufacturing practices for products (including ingredients, testing, storage, handling, intermediates, bulk and finished products) promulgated by the U.S. Food and Drug Administration as the same may be updated,

7. TRADEMARK AND BRAND USE

7.1 Within the IP Territory, TSUNAMI shall ensure that all of the Products and related materials, including without limitation, advertising materials, ingredient sheets, or other product literature, shall be marked with appropriate and sufficient trademark designations as well as an attribution of VDF FC's ownership of the Trademark Rights (e.g. "DERMAVAL™ is a trademark of VDF FutureCeuticals, Inc., used under license.").

7.2 Upon written request of VDF FC, TSUNAMI shall furnish to VDF FC samples of the Products, advertising, and labels with which any of the Trademarks or Brand are used or associated.

7.3 Prior to full product launch of the Products, TSUNAMI shall ship two (2) representative samples of the Products to VDF FC. Such shipment shall be made to VDF FC's mailing address as listed on the signature page of this Agreement, to the attention of "Daphne Graves."

7.4 Upon written request of VDF FC, and at reasonable times as scheduled by TSUNAMI, TSUNAMI shall allow VDF FC or its third party representative to inspect all relevant processes used in making and selling the Products for compliance with this Agreement.

7.5 TSUNAMI acknowledges VDF FC's exclusive and prior ownership and right to the Trademarks and Trademark Rights, and shall, as reasonably requested from time to time, acknowledge the same to any other person or entity.

7.6 TSUNAMI is liable for any unauthorized and improper use or any misuse of any of the Trademarks by TSUNAMI, its successors, assignees, and agents during the term of this Agreement.

7.7 Trademark, and Brand Use Requirements: TSUNAMI shall strictly follow and abide by the Trademark and Brand use requirements attached hereto and made part of this Agreement as Exhibit A, including any supplemental or updated requirements provided by VDF FC in the future. New Trademark and Brand use requirements shall apply to TSUNAMI's next label and/or carton revision.

7.8 TSUNAMI shall not use the Trademarks or Brand in any manner that expresses or implies VDF FC's affiliation, sponsorship, certification or approval of TSUNAMI's products, and further agrees not to use the Trademarks or Brand as part of, or next to, or as, TSUNAMI's (or its agents' or affiliates') company name, trade name, product name, service name or domain name.

8. INFRINGEMENT

8.1 If TSUNAMI becomes aware of any infringement or alleged infringement of or by any intellectual property rights covering any portion of the Trademarks or Trademark Rights or embodied by the Raw Material or Products, then TSUNAMI shall promptly notify VDF FC in writing of the

name and address of the alleged infringer, the alleged acts and dates of infringement, and any available evidence of infringement.

8.2 TSUNAMI shall not take any action that contests, challenges, lessens the value of, or otherwise interferes with the Trademarks or Trademark Rights within the United States, or that adversely affects VDF FC's ability to secure and maintain corresponding rights outside the United States.

8.3 In any infringement lawsuit TSUNAMI shall, at VDF FC's request, cooperate in all respects and, to whatever reasonable business extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like.

9. REPRESENTATIONS AND WARRANTIES

9.1 VDF FC hereby represents and warrants to TSUNAMI as follows:

9.1.1 VDF FC holds and/or owns the Trademarks and Trademark Rights as set forth herein;

9.1.2 VDF FC has the full right, power, and authority to grant the license set forth herein;

9.1.3 There are no outstanding or pending agreements, assignments, understandings, lawsuits, proceedings, or encumbrances inconsistent with the provisions of this Agreement which, in any manner, prohibit the transactions contemplated by this Agreement or impair the ability of VDF FC to perform its obligations hereunder;

9.1.4 VDF FC has no knowledge of any infringement by it or of any pending or threatened infringement claim or lawsuit against it relating in any manner to the Trademarks or Trademark Rights;

9.1.5 VDF FC has no knowledge of or reason to believe that any of the Trademarks or Trademark Rights are invalid or unenforceable or that their exercise would infringe the trademark rights of any other person or entity; and

9.1.6 VDF FC MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING RELATED TO THE INTELLECTUAL PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT NOR DOES VDF FC ASSUME ANY OBLIGATIONS WITH RESPECT TO THE INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY OR REGULATORY REQUIREMENTS ARISING AS A RESULT OF TSUNAMI'S ACTIVITIES UNDER THIS AGREEMENT.

9.2 TSUNAMI hereby represents and warrants to VDF FC as follows:

9.2.1 There are no outstanding or pending agreements, assignments, understandings, lawsuits, proceedings, or encumbrances inconsistent with the provisions of this Agreement which, in any manner, prohibit the

transactions contemplated by this Agreement or impair the ability of TSUNAMI to perform its obligations hereunder;

9.2.2 Any ingredients not sourced from VDF FC (“Non-VDF FC Sourced Ingredients”) that are used by TSUNAMI or its Contract Manufacturer in manufacturing the Products, and the Products themselves, shall not, to the best of TSUNAMI’s knowledge, after exercising reasonable due diligence, be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, the regulations thereunder, any other Federal or State law or regulation, or any other country’s law or regulations wherein the Products are manufactured, stored, or sold;

9.2.3 Any Non-VDF FC Sourced Ingredients that are used by TSUNAMI or its Contract Manufacturer in manufacturing the Products, and the Products themselves, shall, to the best of TSUNAMI’s knowledge, after exercising reasonable due diligence, be articles which may be introduced into commerce in the manner and jurisdictions that TSUNAMI introduces its products and marketing;

9.2.4 TSUNAMI and its Contract Manufacturer shall, and TSUNAMI represents that they will, undertake all necessary actions to ensure that the Raw Material is properly stored, maintained and handled following current Good Manufacturing Practices after it has been received into TSUNAMI’s and/or its Contract Manufacturer’s control such that it remains clean, uncontaminated, wholesome and safe for human consumption where the Products are manufactured, stored, or sold.

9.2.5 TSUNAMI shall be solely responsible for regulatory compliance in connection with the activities it undertakes in any country outside of the United States.

9.2.6 TSUNAMI MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING RELATED TO THE INTELLECTUAL PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT, NOR DOES TSUNAMI ASSUME ANY OBLIGATIONS WITH RESPECT TO THE INFRINGEMENT OF TRADEMARKS, TRADEMARK RIGHTS OR OTHER INTELLECTUAL PROPERTY OR REGULATORY REQUIREMENTS ARISING AS A RESULT OF VDF FC’S ACTIVITIES OR OBLIGATIONS UNDER THIS AGREEMENT.

10. MISCELLANEOUS PROVISIONS

10.1 *Notices.* All notices required or permitted by this Agreement shall be given in writing and shall be personally delivered, sent by Federal Express 2-day mail, or by machine confirmed facsimile or e-mail transmission, addressed to the Parties at their respective addresses or transmission numbers listed below after each Party’s signature to this Agreement, or at such other addresses or transmission numbers as the Parties may designate from

time to time to the other by written notice. Notice is presumed to have been received three (3) days after sending by Federal Express 2-day mailing.

10.2 *VDF FC Compliance with Law/TSUNAMI Policies.* VDF FC shall ensure that it and its employees and subcontractors comply with all applicable U.S. laws and government regulations. VDF FC shall additionally ensure that it will exert every reasonable business effort to ensure its compliance with all of the policies, regulations and directives of TSUNAMI, including, but not limited to, compliance with security (including data security), as those policies may be revised from time-to-time and provided to VDF FC in a timely and reasonable manner.

10.3 *TSUNAMI Compliance with Law/VDF FC Policies.* TSUNAMI shall ensure that it and its employees and subcontractors comply with all applicable laws and government regulations, and any policies, regulations, and/or directives of VDF FC, as those policies may be revised from time-to-time and provided to TSUNAMI in a timely and reasonable manner.

10.4 *Choice of Law; Venue.* This Agreement shall be governed by, construed, interpreted, and enforced under and according to the laws of the State of Illinois. The Parties expressly agree to the exclusive jurisdiction and venue of the state and federal courts located in Chicago, Illinois for the resolution of any dispute concerning the enforcement, breach, interpretation, or validity of this Agreement.

10.5 *Severability.* In the event any part or parts of this Agreement are found to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal, or unenforceable part or parts were originally deleted.

10.6 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors, assignees and agents. Notwithstanding the preceding, TSUNAMI shall not have the right to sell this Agreement as an asset nor to assign this Agreement and all rights hereunder without the written permission of VDF FC, such permission not to be unreasonably withheld or delayed.

10.7 *Hold Harmless/Indemnity.* Each of the Parties hereto shall indemnify and hold the other Party, its directors, officers, members, employees, successors, assignees and agents harmless from and against any and all losses, damages, judgments, claims, penalties, fines, and costs (hereinafter “Losses”) arising from acts and omissions of the Party, its directors, officers, members, employees, successors, assignees and agents. Notwithstanding the preceding, the obligation to indemnify shall not extend to Losses caused by the negligence or misconduct of the other Party. In no event shall VDF FC be liable to Licensee, or any third-party, for any lost profits, lost business, damage to goodwill or reputation, or degradation in value of brands, or any indirect, consequential, incidental, special, punitive or exemplary damages.

10.8 *Failure to Enforce.* Failure of any Party herein to enforce any of the provisions of this Agreement shall not constitute waiver to enforce that term in the future.

10.9 *Expected Performance.* Each Party agrees to perform all acts and execute and deliver all documents as may be necessary, convenient, or appropriate to carry out the intent and purposes of this Agreement.

10.10 *Force Majeure.*

10.10.1 Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party:

10.10.1.1 Which causes the Party to be unable to perform its obligations under this Agreement; and

10.10.1.2 Which it has been unable to overcome by the exercise of due diligence.

10.10.1.3 This includes, but is not limited to, flood, drought, weather, earthquake, storm, fire, pestilence, lightning, and/or any other natural catastrophes, epidemic, war, riot, acts of terrorism, civil disturbance or disobedience, strikes, labor dispute, failure or sabotage of either Party's facilities, or any order or injunction made by a court or public agency.

10.10.2 In the event of the occurrence of such a force majeure event, the Party unable to perform shall as soon and promptly as practicable notify the other Party. It shall also use its best efforts to resume performance as quickly as possible, and suspend performance only for such period of time as is necessary as a result of the force majeure event.

10.11 *Entire Agreement.* This Agreement embodies the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes and

replaces any and all pre-existing agreements or understandings between TSUNAMI and VDF FC pertaining to the subject matter hereof.

Both Parties hereby object to and reject any terms proposed in any quotation, order acknowledgement, purchase order, invoice, shipping document, bill of lading, manifest, or other forms or business correspondence which add to, vary from, or conflict with the terms of this Agreement.

No amendment or modification of this Agreement shall be valid or binding upon VDF FC or on TSUNAMI unless made in writing in a mutually-exchanged document apart and distinct from any quotation, order acknowledgement, purchase order, invoice or other forms or business correspondence, and signed on behalf of each of the Parties by their respective duly authorized corporate representatives.

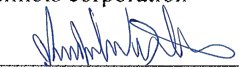
10.12 *No Construction.* No Party hereto nor any attorney for any Party shall be deemed the drafter of this Agreement for the purpose of interpreting or construing any of the provisions hereof.

10.13 *Representation by Counsel.* Each of the Parties acknowledges that it has had the opportunity to be represented by independent legal counsel of its own choice throughout all of the negotiations that precede and include the execution of this Agreement and that each has executed this Agreement on the advice of any such independent legal counsel. Each of the Parties further acknowledges that it and any such counsel have had an adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with any of the subjects of this Agreement prior to the execution hereof.

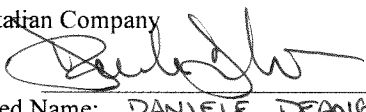
10.14 *Counterparts.* This Agreement may be executed in any number of counterparts by facsimile or e-mail, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

So agreed and executed as set forth below:

VDF FC:
VDF FUTURECEUTICALS, INC.
An Illinois corporation

By: 
Printed Name: J. Randal Wexler
Title: Vice President and General Counsel
Date: June 21, 2021
Email: rwexler@futureceuticals.com

TSUNAMI NUTRITION S.R.L.:
An Italian Company

By: 
Printed Name: DANIELE DEANGELI
Title: MANAGING DIRECTOR
Date: _____
Email: daniele.d@tsaminutrition.com

Mailing Addresses:

VDF FC: VDF FutureCeuticals, Inc.
2692 N. St. Rt. 1-17
Mokenca, Illinois 60954
USA

TSUNAMI: Tsunami Nutrition S.R.L.
Via Marcandreola 5
00043 Ciampino,(RM)
Italy

EXHIBIT A: DERMAVAL TRADEMARK AND BRAND USE REQUIREMENTS

Requirements for use in the IP Territory:

1. Unless prohibited by law, TSUNAMI shall use the Dermaval™ logo and/or the “Dermaval™” word mark in supplement facts and/or the ingredient panel as follows: “Dermaval™”.
2. TSUNAMI shall not use any of the Trademarks as a generic term in advertising materials or elsewhere, and agrees to discourage its customers from using any of the Trademarks as a generic term.
3. When a trademark is unregistered, the ™ symbol shall be used. Once a registration from the U.S. Patent & Trademark Office is obtained, the ® symbol shall be used. Following is a list of the current proper usage as of the above date.

Dermaval™

DERMAVAL™

4. Never modify the Trademarks from their possessive form, or make the Trademarks possessive. Always use the Trademarks in the form for which they have been applied or registered.

Do Not Use: **Dermaval™’s** benefits are desirable.
Do Use: **Dermaval™** has benefits that are desirable.

5. When you use the Trademarks in any materials, include a brief statement attributing ownership of the Trademarks to the VDF FC. This attribution should identify each mark used, attribute it to its proper owner by name, and indicate whether the trademark is registered. For example: Dermaval™ is a trademark of VDF FutureCeuticals, Inc., used under license.

Requirements for use in the Non-IP Territory

1. Unless prohibited by law, TSUNAMI shall use the Dermaval logo in the supplement facts.
2. TSUNAMI shall not use the term “Dermaval” as a generic term in advertising materials or elsewhere, and agrees to discourage its customers from using the Brand as a generic term.
3. Do not use a symbol to designate the mark as a trademark.
4. Following is a list of the current proper usage as of the Effective Date.

Dermaval

DERMAVAL

5. Never modify the term “Dermaval” from its possessive form, or make the “Dermaval” possessive:

Do Not Use: **Dermaval’s** benefits are desirable.
Do Use: **Dermaval** has benefits that are desirable.

6. When you use the term “Dermaval” in any materials, include a brief statement attributing ownership of the brand name to the Licensor. This attribution should identify each term used, attributed to its proper owner by name. For example: “Dermaval is a brand name of VDF FutureCeuticals, Inc.”

EXHIBIT B: SPECIFICATION (1 OF 2)



Product Specification

DermaVal™

N801.1

PRODUCT CHARACTERISTICS

Botanical Name	NA	Plant Part	NA
Description	Powder	Flavor	Characteristic
Kosher	Pareve per Orthodox Union	Organic	No

PRODUCT PROFILE

Particle Analysis	FCCM P. 2.1	98% through U.S.A. #40 sieve
Moisture	FCCM P.1.1	8.0% Maximum
Identity	FTIR	Characteristic
Irradiation Detection	PSL	Negative
Color	Visual	Tan to Brown

ANALYSIS

Heavy Metals by ICP-MS	AOAC 993.14M	NMT 10 ppm
Arsenic	AOAC 993.14M	NMT 5 ppm
Cadmium	AOAC 993.14M	NMT 3 ppm
Lead	AOAC 993.14M	NMT 1 ppm
Mercury	AOAC 993.14M	NMT 0.5 ppm


MICROBIOLOGICAL PROFILE

Total Aerobic Plate Count	AOAC 990.12	NMT 100,000 CFU/g
Yeast and Mold	AOAC 997.02	NMT 500 CFU/g
Coliform	AOAC 991.14	NMT 100 CFU/g
E. Coli	AOAC 991.14	Less than 10 CFU/g
Salmonella	Modified FDA BAM	Negative/375g
Coag Postive Staph.	Modified FDA BAM	Negative/g

Status:	Current Review Date	Previous Review Date	Supersedes	Quality Compliance Coord.: Jessica Schweizer	Quality Compliance Admin.: Riley Sutyak
Active	07/01/2019	04/24/2019	12 of 07/16/2012		

Customer Approval Initial: _____ Date: _____

EXHIBIT B: SPECIFICATION (2 OF 2)


FUTURE CEUTICALS
Discovering Tomorrow's Health Today
Product Specification
DermaVal™
N801.1

INGREDIENT STATEMENT

Pomegranate Extract, Asparagus, Okra, CoffeeBerry® Extract, Quercetin, Acerola, Camu Camu, Maltodextrin, Acai, Mangosteen.

COUNTRY OF ORIGIN

Pomegranate Extract: China; Asparagus: China, Germany, Peru; Okra: China; CoffeeBerry® Extract: Mexico, India; Quercetin: China; Acerola: Brazil; Camu Camu: Brazil, Peru; Maltodextrin: USA; Acai: Brazil; Mangosteen: Thailand.

PACKAGING AND STORAGE

Pack Size: 20 kg

Packaging: Polyethylene Liner, Heat Sealed, Corrugated Package

Storage: Cool, Dry

Best if Used by or Retest Date: 24 months from date of manufacture when stored in original unopened package.

Status:	Current Review Date	Previous Review Date	Supersedes	Quality Compliance Coord.: Jessica Schweizer	Quality Compliance Admin.: Riley Sutyak
Active	07/01/2019	04/24/2019	12 of 07/16/2012	<i>DeAngeli</i>	<i>Riley Sutyak</i>

CUSTOMER APPROVAL

Company Name: TSUNAMI NUTRITION SRL
Signature: *[Signature]* **Date:** _____
Printed Name: DANIELE DEANGELI **Title / Position:** MANAGING DIRECTOR

Invalid without Approval Signatures