
TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "**Agreement**") is entered into on the date of the last signature below (the "**Effective Date**") by and between:

Kappa Bioscience AS, having its registered business address at Silurveien 2B, 0380 Oslo, Norway ("**Kappa Bioscience**")

and

TSUNAMI NUTRITION S.R.L., having its registered business address at Via marcandrea-ola 5, 00043 CIAMPINO (RM) Italy, ("**Licensee**").

hereinafter individually referred to as a "**Party**" and collectively the "**Parties**".

1 BACKGROUND

- 1.1 Kappa Bioscience has developed and owns processes for the preparation of vitamin K2 (the "**Processes**"), including patents and/or patent applications related thereto, and is able to use the Processes to prepare a proprietary synthetic vitamin K2 MK-7 product further specified in Appendix 1 (the "**Product**"), which is commercialized under the trademark K2VITAL®, further specified in Appendix 2 (the "**Mark**").
- 1.2 Licensee wishes to include the Product as an ingredient in its end-product(s) further specified in Appendix 3 (the "**End Products**").
- 1.3 As a prerequisite for using the Product as an ingredient in the End Products, Licensee shall have the right and obligation to use the Mark on and in relation to such End Products, on the terms set out in this Agreement.

2 LICENSE GRANT – RIGHT AND OBLIGATION TO USE THE MARK

- 2.1 Kappa Bioscience hereby grants to the Licensee a non-exclusive, non-transferrable, non-sublicensable, royalty free license to use the Mark as further set out herein. The Mark shall not be applied on any other products or in any other form or manner than specifically permitted in accordance with this Section 2.
- 2.2 The Mark shall be applied on all End Products which include the Product as an ingredient. It is specifically agreed that the Mark shall not be applied on any product which does not actually include the Product.
- 2.3 The Parties shall in good faith agree on the form and manner of the application of the Mark, including its application on the label, specifications and other relevant materials, and such application shall always be subject to Kappa Bioscience's prior written approval. The application of the Mark shall be in accordance with Kappa Bioscience's brand manual attached hereto as Appendix 4, as updated from time to time upon written notification by Kappa Bioscience, and as further specified in Appendix 5.
- 2.4 Licensee shall in good faith use the Mark and otherwise act in a manner that will not weaken, damage or be detrimental to the Mark, any applications or registrations related thereto, or the goodwill and reputation associated therewith.
- 2.5 Licensee shall ensure compliance with any local laws and regulations relating to the advertising, labelling, sales, marketing and promotion of End Products which include

the Product as an ingredient. Licensee shall not make any false or misleading representation about such End Products or engage in any deceptive or unethical advertising practice of scheme. The amount of Product shall always comply with the label claim.

- 2.6 Any materials and documentation used in the advertising, labelling, sales, marketing or promotion of End Products which includes Product as an ingredient, shall upon request be available for Kappa Bioscience's review. Furthermore, Licensee shall upon request submit samples of End Products to Kappa Bioscience.

3 TITLE AND PROTECTION

- 3.1 Licensee acknowledges that Kappa Bioscience is the owner of the Mark.
- 3.2 Kappa Bioscience shall use commercially reasonable efforts to obtain and maintain appropriate registrations of the Mark in all relevant territories. Nothing in this Agreement shall however constitute any representation or warranty that all relevant trademark applications shall proceed to grant or that the Mark and registrations will be valid in all relevant territories.
- 3.3 Licensee shall not apply for registration of the Mark, or anything confusingly similar to the Mark, anywhere in the world.
- 3.4 Licensee shall immediately notify Kappa Bioscience in writing if it becomes aware of:
- (i) Any actual, suspected or threatened infringement of the Mark;
 - (ii) Any actual or threatened opposition to the Mark or claim that the Mark is invalid;
 - (iii) Any claim made or threatened that use of the Mark infringes the rights of any third party; or
 - (iv) Any other form of infringement or claim in relation to the Mark.
- 3.5 In the event of any infringement or claim in relation to the Mark, Kappa Bioscience shall in its own discretion decide what actions to take and shall have exclusive control over any proceeding related thereto. Licensee shall provide such assistance as is reasonably requested by Kappa Bioscience, provided that Kappa Bioscience shall reimburse Licensee's reasonable costs related thereto.

4 FURTHER ASSURANCE

- 4.1 At its own expense each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

5 CONFIDENTIALITY

- 5.1 For the purpose of this Agreement, the term "**Confidential Information**" shall mean any information of a confidential and proprietary nature, which is disclosed by one Party to the other in connection with this Agreement.
- 5.2 Each Party shall restrict its use of the other party's Confidential Information to the purpose of the fulfilment of this Agreement. Each Party agrees to hold the other Party's Confidential Information in strict confidence and to take all necessary precautions to prevent any unauthorized use or disclosure thereof.
- 5.3 The above provisions of confidentiality shall not apply to that part of the Confidential Information which the receiving Party can reasonably demonstrate by documentary evidence:
- (i) Is or becomes public knowledge through no fault of the receiving Party;
 - (ii) Was already known to or in the possession of the receiving Party;

- (iii) Was received in good faith from a third party whose possession or disclosure did not result from a confidentiality breach;
- (iv) Was independently developed by the receiving Party; or
- (v) Is legally required to be disclosed, provided however, that the receiving Party shall provide the disclosing Party with a prior written notice enabling the disclosing Party to seek an appropriate protective order or other relief with respect to the Confidential Information, and that the receiving Party thereafter discloses only the minimum of the Confidential Information required to be disclosed in order to comply.

5.4 The obligations of confidentiality set out herein shall remain in force for 5 years after the termination of this Agreement.

6 INDEMNITY

6.1 Each Party shall indemnify the other Party against any loss, damage, liability, cost and expense (including reasonable attorney's fees and reasonable investigative costs) caused by a breach of this Agreement or any grossly negligent or wilful misconduct by the indemnifying Party.

6.2 Indemnification in accordance with the above is conditioned upon the indemnified Party promptly notifying the indemnifying Party after becoming aware of the circumstances upon which the claim is based.

7 LIMITATIONS OF LIABILITY

7.1 Each Party's total aggregate liability under this Agreement shall be limited to 1 MEUR.

7.2 In no event shall either Party be liable to the other for any special, indirect or consequential damage, including but not limited to loss of profits, loss of contract or opportunity or loss of goodwill, regardless of whether such damages are based on tort, warranty, contract or otherwise.

7.3 The above limitations of liability shall not apply to any claim arising from either Party's gross negligence, wilful misconduct or breach of its confidentiality obligations.

8 TERM AND TERMINATION

8.1 This Agreement shall commence on Effective Date and shall continue in force for as long as Licensee uses the Product as an ingredient in any End Products, unless terminated earlier in accordance with this Section 8.

8.2 Kappa Bioscience may terminate the Agreement upon 30 days written notice.

8.3 Each Party shall have the right to immediately terminate this Agreement, by way of a written notice, in case the other Party commits a material breach of its obligations hereunder and fails to remedy such breach within 30 days of receipt of a written notice of default sent by the non-defaulting Party.

9 EFFECT OF TERMINATION

9.1 Upon termination of the Agreement, the Licensee shall cease all use of the Mark, provided that in the event of termination by Kappa Bioscience in accordance with Section 8.2 the Licensee shall have a period of 30 days to use all materials, including labels and packaging materials, which include the Mark and which have been produced up until the date of termination.

9.2 The Licensee shall cooperate in good faith with Kappa Bioscience in the cancellation of any license registrations pursuant to this Agreement and shall execute all documents and perform all acts necessary to effectuate such cancellations.

- 9.3 The termination of the Agreement will not terminate any rights, obligations or legal and equitable remedies which either Party may have accrued prior to the date of termination. Any rights or obligations set forth herein which by their nature are intended to extend beyond the term of the Agreement shall survive the termination of the Agreement.

10 AMENDMENTS AND SEVERABILITY

- 10.1 Any amendment to this Agreement shall be agreed upon in writing. If any provision of this Agreement is invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties agree to replace such invalid provisions or any gaps in the Agreement that may become evident, by new, valid provisions that correspond as closely as possible to the intended purpose of this Agreement.

11 NO REPRESENTATION

- 11.1 The relationship of the Parties is that of independent contractors, and nothing contained herein shall be construed to (i) give either Party any right or authority to create or assume any obligation of any kind on behalf of the other or (ii) constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

12 ASSIGNMENT

- 12.1 Licensee shall not assign its rights and obligations under this Agreement in whole or in part to any third party without the prior written consent of Kappa Bioscience. Any purported assignment without such consent shall be void.
- 12.2 Kappa Bioscience may upon written notification to Licensee assign its rights and obligations under this Agreement in whole or in part to any third party.

13 NOTICES

- 13.1 All notices hereunder shall be in writing and given to the following addresses:

If to Kappa Bioscience: Kappa Bioscience AS
 Silurveien 2B, Building B
 0380 Oslo, Norway
 Att: Henriette Bastiansen
 E-mail: henriette.bastiansen@kappabio.com

If to Licensee: TSUNAMI NUTRITION S.R.L.
 Via marcandreola 5
 00043 CIAMPINO, ROME - ITALY
 Att: Daniele Deangeli
 E-mail: daniele.d@tsunaminutrition.com

- 13.2 A notice shall be deemed given (i) upon personal delivery, (ii) one business day after the date of transmission if sent by e-mail and (iii) when received or refused, if sent by registered or certified mail (return receipt requested).
- 13.3 Each Party may change its address for notification purposes, upon prior written notice to the other Party delivered in accordance with this section 13.

14 GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 This Agreement shall be governed by German law.

14.2 Any dispute that may arise in connection with this Agreement that is not solved through negotiations, shall be brought before the ordinary courts with Oslo district court as the legal venue.

This Agreement is signed and exchanged by the Parties by email. [ALTERNATIVE: This Agreement is signed in two copies, one for each Party.]

for and on the behalf of
Kappa Bioscience AS

for and on the behalf of
TSUNAMI NUTRITION S.R.L.

Place/date: Oslo/ 01/09/2026

Place/date: ROME 31/08/2020

By: _____

Name/title: Henriette Bastiansen/
VP QA & RA

By: _____

Name/title: Daniele Deangeli/Managing
Director

APPENDIX 1

The Agreement includes the following Products:

- K2VITAL® DELTA
- K2VITAL® MCC
- K2VITAL® MCT

APPENDIX 2

The Agreement includes the following Mark in two versions:

- Word Mark in standard font: K2VITAL®
- Text and device Mark/s (graphic files are available upon request):

K2VITAL

K2VITAL DELTA

K2VITAL
DELTA

K2
VITAL

APPENDIX 3

The Agreement includes the following End Products:

- [•]

APPENDIX 4

APPENDIX 4

Brand Manual (dated: [●])

The brand manual is located in the following link:

[●]

APPENDIX 5

The Mark shall be applied on the End Products as follows:

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