



Co-branding Agreement

BETWEEN:

Company name: **TSUNAMI NUTRITION**

Address: **VIA MERCANTURA 5**

00043 CIAMPINO

ROMA

Country: **ITALY**

Tel: **+390651847983** / e-mail:

info@tsunaminutrition.it

represented by **DANIELE DE ANGELI** - Business
Manager

(Hereafter designated **The Partner**)

AND:

NEXIRA

129 Chemin de Croisset

CS 94151

76723 ROUEN Cedex

France

Tel : **+33 2 32 83 18 18** / e-mail: **info@nexira.com**

Sales Contact : **LRZ**

represented by: **M. CUVELIER** - General Secretary
(Hereafter designated **NEXIRA**)

The Partner and NEXIRA being hereafter designated the Parties,

Nexira Product(s) concerned: NEOPUNTIA, CACTINEA, SERENZO.

The purpose of the present agreement is to guarantee that NEXIRA's intellectual properties, and more specifically the use of its tradename(s), registered or not, are respected.

The undersigned acknowledges that the Product(s) is the result of several years of proprietary Research and Development efforts. The undersigned also agrees to incorporate the product tradename and logo on all packaging and promotional literature, referencing that the Product is a "trademark of Nexira".

Consequently is agreed what follows:

- NEXIRA commits to provide all technical documents and marketing material (images, logos, etc.) in order to help the Customer to efficiently market and promote the final product.
- The Customer will assume full responsibility for the claims made in regards to the final product and to comply with all regulations applicable to the sales and promotion of the final product.
- Labels of the finished products will be submitted to NEXIRA's review & approval, so as to confirm that the Product and its trademark is not used out of context (spelling, trademark disclaimer, intended use...). NEXIRA will provide its response within a reasonable amount of time (so as to not impede the marketing efforts of the customer).

The customer declares being informed that this authorization is strictly limited to the fields of application for which NEXIRA developed the Product.

In no case the customer will be allowed to use the present agreement in an extensive way, meaning for different purposes than the one for which it has been submitted without previously informing NEXIRA.

In the case of an infringement to the present agreement by its customer, NEXIRA will unilaterally withdraw its authorization after respecting a one month prior notice.

The authorization being delivered free of charge, termination of the present agreement will not result in any penalty payable by NEXIRA.

Any dispute arising from the present agreement will fall under the jurisdiction of the Commercial Court of ROUEN and will be judged according to the rules of French Law.

NEXIRA and its distributors appreciate the efforts undertaken by our customers to market our ingredients. Thank you!

Customer's signature and stamp
(legal representative designed to represent the company)

TSUNAMI NUTRITION S.R.L.
Via Mercantura 5
00043 Ciampino (RM)
P.IVA IT14218851008
CODICE SDI M5LXCR1
PEC: **tsunaminutrition@pec.it**

Date (dd/mm/yyyy): **17/05/2020**

General Secretary of NEXIRA:

Po Fubel

nexira
Innovation Inspired by Nature

**129 chemin de Croisset - CS 94151
76723 ROUEN Cedex - France**

Date (dd/mm/yyyy):

16-05-2020

"This agreement, once signed by the two parties, becomes binding from the date of signing for unspecified time"