

TRADEMARK LICENSE AGREEMENT

TRADEMARK LICENSE AGREEMENT this Day of *[DD-MM-YYYY]* (the "effective date"),

made between the company

and between the company

Taiyo GmbH
Mittelstr. 36
58332 Schwelm
Germany
(hereinafter "Taiyo")

TSUNAMI NUTRITION S.R.L.
Via Marcandreaola 5
00043 CIAMPINO (ROME)
ITALY
(hereinafter "Licensee")

Taiyo GmbH, of Mittelstr. 36, 58332 Schwelm, Germany (hereinafter "Taiyo") is a wholly-owned subsidiary of Taiyo Kagaku Co., Ltd.

RECITALS

WHEREAS, Taiyo is the owner of the registered trademark SunActive® Fe (the "mark"), a dietary ingredient intended for use in dietary supplements as defined in the U.S. Dietary Supplement Health and Education Act, and as a food additive for use in foods and beverages as defined in the SunActive® Fe GRAS Affirmation dated July 1, 2005.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Subject to Licensee performing all terms, covenants and conditions hereunder, Taiyo hereby grants to Licensee a non-exclusive, world-wide, royalty free, license, without the right to assign or sublicense, to use the mark on products and advertisements for products marketed by Licensee that contain SunActive® Fe. The mark shall be labeled as: SunActive® Fe. Licensee agrees to label all products containing SunActive® Fe with the mark.
2. This license is granted for use in connection with Licensee's goods containing SunActive® Fe and subject to Licensee's compliance with those quality control procedures and other requirements as set forth herein.
3. Licensee acknowledges the great value of good will associated with the mark, and further acknowledges that Taiyo is the sole and exclusive owner of the mark.
4. Taiyo represents and warrants to Licensee that use of the mark in the **Country/Region: [Country/Region]** Taiyo agrees to indemnify, defend and hold Licensee harmless from and against any and all damages, costs and expenses (including reasonable attorney's fees and court costs) incurred by Licensee in connection with a claim which, if true, would constitute a breach of the warranty set forth in this paragraph.
5. Licensee acknowledges the right, title and interest of Licensor in and to the mark and agrees to do nothing to impair the rights of Licensor in and to the mark, and Licensee further agrees to notify Licensor of any proceeding or facts, which may come to its knowledge concerning the right, title and interest of Licensor in the mark. Licensee shall not contest Taiyo's ownership of the mark and will not file any applications for registration of the mark or any marks confusingly similar thereto, in any Patent and Trademark Office, in any State, or any foreign country. Licensee shall not oppose any application by Licensor for registration of the Trademark, and will not seek to cancel or institute

concurrent use proceedings in any Patent and Trademark Office, any Court, or any foreign country with respect to any applications or registrations for the mark by Licensor.

6. Licensee shall not assert at any time any claim to any goodwill or reputation in and to the mark, and Licensee shall not raise, or cause to be raised, any questions disputing the validity or title to the mark. Licensee agrees that upon termination of this agreement for any reason whatsoever, it will not claim that its use of the mark has created any right, title or interest in the mark, and in the event that any right or title is created by Licensee in the mark, Licensee shall, upon request at any time by Licensor, assign, transfer and convey any and all right in and to the mark to Licensor, it being further understood that upon termination of this agreement, Licensor shall have the right to demand and, Licensee upon such demand shall give a quit claim transfer to Licensor relative to the mark.
7. Licensee agrees to execute at the request of Licensor all documents useful and necessary to preserve the right, title and interest of Licensor in and to the Trademark, and agrees to join with Licensor in the satisfaction of the regulations or requirements of all agencies, relative thereto.
8. The Licensee may not grant sub-licenses under this license without the express and prior written approval of Licensor.
9. All rights in the mark other than those specifically granted herein are reserved to Licensor for its own use and benefit. Nothing in this Agreement precludes the Licensor from using the mark or the right to apply for and seek registration of the mark worldwide.
10. Licensor agrees at its discretion to take all necessary actions, at Licensor's sole cost and expense, to immediately abate any infringement or unauthorized use of the mark by third parties, and shall not abandon or cease to pursue, renew or maintain registration (as applicable) of the mark.
11. Licensee undertakes to have manufactured or to manufacture goods containing SunActive® Fe, in strict accordance with the specifications laid down, directions given, and information supplied by Licensor to Licensee from time to time, and to use the mark in relation to said goods, it being understood that Licensee's right to manufacture in the Europe shall not give rise to the grant or imply a grant to Licensee of any right or privilege to sell, distribute or use the mark outside of Europe. Licensee agrees to notify Licensor in advance if it intends to have manufactured or to manufacture goods containing SunActive® Fe outside of Europe, or to sell, distribute or use the mark outside of Europe, so that Licensor can take appropriate measures to secure foreign trademark rights.
12. Licensor shall have the sole right and privilege to terminate this agreement if, in the sole judgment and discretion of Licensor, the manufacture or marketing of goods containing SunActive® Fe by or for Licensee, is not in accordance with the information supplied, specifications laid down, or directions given by Licensor.
13. Licensee agrees to hold harmless and indemnify Licensor for any and all claims arising from Licensee's activities related to the manufacture, sale and distribution of goods covered by this Agreement.
14. Licensee shall manufacture, or have manufactured by its contract manufacturer, promote and distribute products using the mark in full compliance with all federal, state, and local laws and regulations, and Licensee shall indemnify and hold Licensor, its subsidiaries, and divisions, and their respective directors, officers, employees and agents harmless from all suits, claims or loss occasioned by reason of the failure of Licensee to comply with any such laws or regulations.

15. Licensee shall include on goods containing SunActive®Fe, or on labels or packaging for said goods, the appropriate designation of the mark, and shall submit to Licensor for review and approval, samples of all labels and advertising literature proposed to be used by Licensee in connection with the mark.
16. Licensor shall advise Licensee as to the proper marking requirements in connection with the Trademark and Licensee shall abide by such instructions. If Licensee desires to use the mark conjointly with any other mark, name or symbol, Licensee shall first obtain the written consent and approval of same from Licensor.
17. On request by Licensor, Licensee hereby agrees to supply Licensor at all reasonable times, with samples or specimens of goods containing SunActive® Fe as well as all wrappers, packaging, advertising and literature in use by Licensee relating to any of said goods offered for sale by Licensee under the mark, and Licensee does further agree that Licensor, or its duly authorized representative or agent, shall have the right to inspect said goods for which the mark is being used, and to inspect the methods of making product with said goods on the premises of Licensee or on the premises where such goods are made.
18. Licensee can include the mark and or the word "SunActive® Fe" on all of its products containing SunActive® Fe, including packaging, labels, website texts, advertising, promotional materials, or other printed materials, and shall include a statement that said mark is owned by Taiyo as per the following:

SunActive® Fe is a registered trademark of Taiyo Kagaku Co., Ltd.

Furthermore, Taiyo hereby grants to Licensee a non-exclusive, royalty free, license, without the right to assign or sublicense, right to use any and all patents pending and issued to Taiyo.

Furthermore, Licensee may include the registered SunActive® Fe logo (see below) on any of its products that contain SunActive®Fe, including packaging, labels, advertising, promotional materials, or other printed materials.

SunActive®Fe

19. Every material that the Licensee produces and every use of the Taiyo brand SunActive® Fe has to be notified to Taiyo immediately and before using it officially towards the public. Licensee has to send copies of this material to Taiyo in writing or as picture for further evaluation.
20. The Licensee MUST send 2 boxes of each final product that carries the Taiyo brand SunActive® Fe to Taiyo as a sample free of charge, as representative retention pattern. This TRADEMARK LICENSE AGREEMENT is ONLY valid after Taiyo received these samples and could prove the correct use of the brand on the packing of the final product.
21. Traceability of the raw material: The Licensor must be able to make sure that only the raw material of the Licensor is used in the licensed products carrying the licensors Trademarks. Therefore, the Licensor must be able to trace the used raw materials that are used for the licensed products. Traceability can be ensured in case that the Licensee buys all licensed raw materials directly from the Licensor. In case that any other third party such as a trading company or a contract manufacturer buys the licensed raw materials from the Licensor, the Licensee must inform the Licensor about who is actually purchasing the products for him and/or must inform this third party to tell the Licensor that the purchased raw materials are used FOR the Licensee.

22. Licensee is only allowed to use the mark SunActive® Fe in the case that the dosage of the used SunActive® Fe is at least 15% of the RDA for iron which is 2 mg iron per serving.
23. Duration of the Agreement: The term of this agreement shall continue for five (5) years from the effective date of this Agreement, or until any party provides the other parties with a notice of termination in which case this Agreement shall terminate sixty (60) days from the date of such notice, whichever shall occur first.
24. Licensee may only use the mark in respect of said goods if such goods conform to the standards of manufacture and quality laid down, given or approved from time to time by Licensor.
25. During the term of this Agreement, Licensee shall not manufacture, or have manufactured, promote, market, advertise, distribute, offer for sale, or sell products using non-SunActive® Fe brand iron.
26. If Licensee becomes insolvent or bankrupt, Licensor may, in addition to its other rights under law or otherwise, terminate this Agreement forthwith.
27. Upon Licensee's breach of any provision of this Agreement, Licensor shall provide Licensee written notification of such breach. Licensee shall have thirty (30) days from and after receipt of such notice to cure such breach. In the event Licensee so cures said breach, this Agreement shall remain in force and effect as if said breach had not occurred. In the event Licensee fails to timely cure such breach, this Agreement shall terminate.
28. After the effective date of termination of this Agreement, Licensee shall have a reasonable period of time of three (3) months to exhaust any inventories of packaging or advertising materials and Products bearing the marks then on hand, provided such use is otherwise in strict accordance with the terms and conditions of this Agreement.
29. Licensee shall not sell, sublicense, assign, transfer, convey, or encumber this Agreement or any right, license, privilege or interest herein or permit any such sale, sublicense, assignment, transfer, conveyance or encumbrance to occur, whether by operation of law or otherwise, without the written consent of Licensor.
30. Licensee shall not use or make any aggressive, illegal or not allowed health claims statement in combination with using the SunActive® Fe mark, that could cause any damage to the image of the mark or cause any infringement of existing local food regulation and laws. Licensee should not take any action that harms the image of the mark SunActive® Fe or that could lead to legal actions against the mark or Taiyo.
31. Neither party shall be liable to the other for any delay or nonperformance hereunder, (except obligations for the payment of monies) caused by fire, flood, or other acts of God, labor troubles, breakdown or failure of usual sources of transportation, or any other cause reasonably beyond the control of the party so affected.
32. This Agreement contains the entire agreement and understandings of the parties hereto with respect to the subject matter hereof. All prior and contemporaneous negotiations, agreements, and understandings of any nature, whatsoever, are merged within. This Agreement shall not be modified in any way except in writing signed by an officer of Taiyo and a duly authorized representative of Licensee.
33. The rights and obligations of the parties under this Agreement shall apply to their related companies, legal representatives and successors in business.
34. This Agreement does not constitute either party as the agent of the other, or create a partnership or joint venture between the parties, and Licensee shall have no power to obligate or bind Licensor in any matter whatsoever.

35. If any part of this Agreement is determined invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this license agreement; and the remaining parts of this license agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.
36. This Agreement and the performance of all obligations hereunder shall be governed by and construed in accordance with the laws of Germany, Schwelm.

I IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this LICENSE AGREEMENT as of the Effective Date.

Licensors

Taiyo GmbH

Signed:


TAIYO GmbH
Imagine • Desire • Create
Mittelstraße 36
D-58332 Schwelm
Tel: +49 (0) 2336 9150 216
FAX: +49 (0) 2336 9150 223

By: Dr. Stefan Siebrecht

Title: Managing Director

Place, Date: Schwelm, **24.06.2020**

Licensee

TSUNAMI NUTRITION S.R.L.

Signed:


DANIELE DEANGELI

By: **DANIELE DEANGELI**

Title: **Managing Director**

Place, Date: **CIAMPINO , 25.06.2020**

