

**TRADEMARK LICENSE AGREEMENT**

This Trademark License Agreement (the "Agreement") is made and entered into as of March 1, 2020 (the "Effective Date"), by and between Lonza Ltd, a Swiss corporation with address at Muenchensteinerstrasse 38, CH 4002 Basel, Switzerland ("Licensor"), and Tsunami Nutrition R.S.L with address at C/ Via Marcandrea 5, 00043 Ciampino Rome-Italia IT14212051008, Italy, together with its affiliates (collectively, "Licensee" and together with Licensor, the "Parties").

Licensor is the owner of the Trademark set forth on Exhibit A hereto and desires to grant to Licensee the right to use Trademark only in conjunction with the Product (defined as Licensor's proprietary CARNIPURE® L-Carnitine ingredient manufactured exclusively by Licensor or its affiliates and purchased from Licensor or its affiliates).

Licensee desires a license to use the Trademark in conjunction with the Product only in the Territory (defined as Spain and Portugal), subject to the terms of Exhibit B (Labeling Guidelines), said Product to be used in Licensee's finished goods, namely dietary supplements for human consumption only ("Goods") and to manufacture, sell, market and distribute Goods containing said Product through pharmacies and herbal supplement stores ("Channels"), provided Licensee shall not at any time during the term hereof manufacture or distribute Goods containing Product under any private label (namely, any control brand, store brand, proprietary brand or "house" brand that is owned, licensed or controlled by companies that sell in the food, drug, mass or club Channels in the Territory).

The Parties hereto agree as follows:

1. Grant & Term. In consideration of the foregoing premises and for good and other valuable consideration, the receipt and sufficiency of which is acknowledged, Licensor hereby and hereunder grants to Licensee a non-exclusive royalty-free license to use the Trademark specified on Exhibit A hereto in the Territory, subject to the terms of this Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of five (5) years, unless terminated earlier, under the terms of this Agreement.
2. Use of Trademark. Licensee shall secure Licensor's prior approval of any marketing and packaging material prepared by Licensee using the Trademark. Licensee undertakes to comply substantially with all national and local laws pertaining to use of the Trademark and any labeling requirements enforced at any time in jurisdictions in which it sells finished goods containing Product. Licensee shall clearly indicate Licensor's interest in the Trademark at least once in such material by use of the following language: "CARNIPURE® is a Lonza trademark".
3. Protection of Trademark. Licensee acknowledges Licensor's interest in the Trademark and shall not do any act contesting or impairing the Trademark, that use of the Trademark shall not create in Licensee's favor any right, title or interest in or to the Trademark, and all uses of the Trademark by Licensee shall inure to the benefit of Licensor. Upon termination of this Agreement in any manner provided herein, Licensee shall cease and desist from all use of the Trademark and shall at no time, adopt, use or file any word or design mark which is likely to be similar or confusing with the Trademark, anywhere in the world. Licensee, upon becoming aware of any claims of infringement or misuse of the Trademark shall immediately report the same to Licensor, and any defense of the Trademark shall be in the sole discretion and cost of Licensor.



4. Indemnification & Warranties. Licensee shall indemnify and hold Licensor harmless from and against any and all liability, loss, damage, action, claim or expense (including reasonable attorneys' fees) arising out of Licensee's use of the Trademark in any manner other than as expressly permitted by this Agreement, or Licensee's breach of this Agreement. Licensor shall bear no responsibility for the content of marketing and packaging material prepared by Licensee for the sale of Goods and/or compliance with any federal, state or local laws or regulations, all of which shall be Licensee's sole responsibility. Licensee shall indemnify and hold Licensor and/or its affiliates harmless for any and all claims, demands, assertions, losses or damages for liability that may arise from the manufacture, sale, marketing and distribution of Goods. Licensor makes no representations or warranties, express or implied, statutory or otherwise, and expressly disclaims any and all representations and warranties including fitness for a particular purpose, or any infringement of third party intellectual property rights.

5. No Assignment/Sublicense. No rights hereunder, may be assigned or sublicensed by Licensee. Any assignment or sublicense of this Agreement or the rights hereunder shall be null and void.

6. Termination. Licensor may terminate this Agreement (i) if, in its sole judgment, Licensee has threatened to breach or has breached any of the terms of the Agreement, (ii) Licensee becomes insolvent, or files a voluntary or involuntary petition in bankruptcy, (iii) Damage to Licensor's brand may occur by Licensee's continued use of licensed Trademark, or (iv) Licensee ceases to purchase Product from Licensor or its affiliates during any twelve month period. However, with the exception of clause 6(iii), Licensee may sell-through any existing inventory no longer than six (6) months from Termination, under the terms of this Agreement.

7. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of Switzerland (Jurisdiction).

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

Lonza Ltd

Signed: 

Patrick L. Fogle, J.D., M.S.  
Global Head of Intellectual Property

Signed: 

Bart van Aarnhem  
Associate General Counsel

I APPROVE

Tsunami Nutrition R.S.L

Signed: 

Name: DANIELE DEANGELI  
BUSINESS MANAGER

**Lonza**

EXHIBIT A

Trademark

**CARNIPURE®**



**OR**



Built on Quality. Backed by Science.™

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line at the bottom.

## EXHIBIT B

### Labeling Guidelines

- Licensee shall use Trademark with Product only in conjunction with Licensee's brand/logo on the Goods label/packaging, with Trademark positioned in the proximity of Licensee's brand/logo.
- Licensee shall not use the Trademark as the sole brand name for the Goods.
- Licensee shall not use Trademark or portion of Trademark as a generic descriptor or as part of Licensee's Goods brand/logo, in any manner, in sales or promotion of Goods.
- Licensee shall only use the logo provided by Licensor in the color scheme provided herein or in a black and white color scheme, without making changes to the proportions of the Trademark logo.
- Licensee shall not present Trademark or design of Licensee's label/packaging in a manner that implies any ownership by Licensee of the Trademark or creates any confusion in trade as to the source of the Product.
- Licensor is not responsible for any patent information or patent claims or any other information on Licensee's labels.

A handwritten signature in black ink, consisting of a stylized, cursive script that is difficult to decipher. It appears to be a personal signature, possibly of a representative of the licensor or licensee.