

## COGNIZIN® MARKETING AGREEMENT

This Marketing Agreement is entered into as of SEPTEMBER 201<sup>9</sup> by and between Kyowa Hakko Bio Italia S.r.l. ("Kyowa"), an Italian corporation having its principal place of business at Viale Piero e Alberto Pirelli 6, 20126 Milan, Italy and TSUNAMI NUTRITION S.R.L. ("Customer"), a ITALIAN corporation having its principal place of business at Via Marcandreaola 5, 00043 CIAMPINO, ROME - ITALY.

WHEREAS, Kyowa Hakko Bio Co., Ltd. (hereinafter referred to as "Kyowa Japan") is the manufacturer of Citicoline brand Cognizin®;

WHEREAS, Kyowa allows the customer to use registered trademark "Cognizin®" and its logo (collectively, "Mark") on the Product labels, leaflets, catalogs and website marketing materials on behalf of Kyowa Japan in the territory described in Exhibit B ("Territory"). The Customer may only use the Mark in the Territory.

WHEREAS, Customer wishes to market a product or products containing Citicoline brand Cognizin as a dietary ingredient the Mark (either the name and/or the Logo) must be utilized on the product packaging and collateral marketing materials;

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the parties intending to be legally bound, agree as follows:

1. Customer shall follow the "Cognizin Brand Use Guidelines" that will be forwarded from Kyowa Sales/Marketing with this agreement. Customer must obtain from Kyowa prior written approval for all labels, packaging, print and internet use displaying the Mark. Kyowa will review such Customer materials solely for the purpose of verifying correct usage of the Mark.

2. Since labels, marketing, and advertising materials are printed well in advance of use, Kyowa agrees to give Customer 180 days' notice of any and all changes to the usage of the Mark, and to required label and advertising statements.

3. All rights, title, and interest in and to the Mark identified in Exhibit A shall remain the exclusive property of Kyowa Japan. Customer shall have no ownership rights to the Mark. Customer agrees that all trademark rights that may arise from its use of the Mark will inure to the benefit of Kyowa Japan.

4. All products sold by Customer which contain a reference to the Mark shall display the Mark in a type font only as approved by Kyowa. When the products are sold in the countries listed in Exhibit B, and in the case that the products are sold in the countries listed as Country B in Exhibit B, the products shall further:

- i) If the product is a food supplement or dietary food for special medical purposes, it must contain at least 100mg of Citicoline brand Cognizin per labeled serving.
- ii) If the product is a conventional food in the United States, the amount of Citicoline brand Cognizin may not exceed 250mg per Reference Amounts Customarily Consumed (RACC) per Eating Occasion. Approved Food and Beverage categories in the United States include: Beverages and bases, Breakfast cereals, Chewing gum, Dairy product analogs, Frozen dairy desserts, Grain products/pastas, Candies, Milk & milk products, Processed fruits, and Fruit juices.
- iii) If the product is sold in the EU as a food supplement, the amount of Citicoline brand Cognizin may not exceed a maximum consumption level of 500mg per day. If the product is sold as a dietary food for special medical purposes in the EU, the amount of Citicoline brand Cognizin may not exceed a maximum dose of 250 mg per serving and a maximum consumption level of 1,000 mg per day. For additional information on the approved use of Citicoline in Europe, please refer to Novel Food Ingredient Authorization, Commission Implementing Decision of 1 July 2014 (2014/423/EU) <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014D0423&qid=1472117226819&from=en>
- iv) Only contain Cognizin as the only form of Citicoline within the finished product.
- v) Display Cognizin in a type font only as approved by Kyowa.

5. Customer agrees to furnish Kyowa the names of products that will display the Mark. Customer agrees that all products bearing the Mark will contain the claimed amount on the product label and 100% of the ingredient is purchased from Kyowa. All products marketed by Customer bearing the Mark should comply with local regulatory requirements.

6. Customer can describe the Mark as a brand name for Customer's products containing Citicoline brand Cognizin in the countries listed as Country A in Exhibit B, however Customer must describe the Mark only for the purpose of the explanation of dietary ingredient and as a trademark for such ingredient in the case that the Customer's product sold in the countries listed as Country B in Exhibit B.

7. Customer shall attribute ownership of all registered trademarks for Cognizin by using the following trademark attribution on printed and digital materials and packaging supporting or promoting products that bear the Mark: Cognizin® is a registered trademark of KYOWA HAKKO BIO CO., LTD., or otherwise as required by Kyowa.

8. Customer shall not, during the term of this Marketing Agreement or afterwards, (i) apply to register or otherwise attempt to register Cognizin or any confusingly similar trade mark as a trade mark or a domain name, whether in its own name, or in the name of any third party, in any jurisdiction, (ii) challenge Kyowa Japan's rights, title and interest to the Mark and any trade mark application or registration for the Mark, or (iii)



represent that it has any rights to use the Mark other than in accordance with this Marketing Agreement, or outside the Territory.

9. This Agreement can be terminated by Kyowa or by Customer at any time, on written notice. Upon termination by either party, Customer shall immediately cease using the Mark on its labels and promotional materials in any format. Customer shall have three (3) months in which to dispose of inventory, print or literature, carrying the Mark, packaged and approved prior to the termination. Digital or electronic formats will be discontinued as of the date of termination. No inventory, print or literature disposal period shall apply if the termination was a result of a breach of this Agreement by Customer.

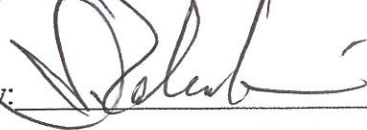
10. Kyowa shall indemnify Customer, its affiliates and subsidiaries, and their respective customers, employees and agents against any and all claims brought by virtue of Customer's use of the Mark pursuant hereto. With the exception of the foregoing, Customer shall indemnify Kyowa, its affiliates and subsidiaries, and their respective customers, employees and agents against any and all claims brought by virtue of the production, marketing, sale and distribution by Customer of any products on which the Mark will appear. Customer should review relevant scientific data and make their own determinations regarding making specific claims for their formulations. Ultimately, the customer is responsible for any claims that they make on their product(s) and should review all claims with their legal counsel.

11. This Agreement shall be governed by the law of Italy.

12. This Agreement extends only to the Territory and does not give Customer any rights or create any obligations by Kyowa as to use of the Mark outside of such territory.

If the above points are acceptable, please sign this Agreement and return it to us electronically (by email or fax) for countersignature. If hard copies are requested, please sign and return two original documents to us by post.

Kyowa Hakko Bio Italia S.r.l.

By: 

Name: Shin Takeuchi

Title: Strategy Manager

Date: 27/09/2019

CUSTOMER "TSUNAMI NUTRITION S.R.L.,"

By: 

Name: DANIELE DEANGELI

Title: BUSINESS MANAGER

Date: 26/09/2019

**EXHIBIT A**

**1) Cognizin® Citicoline**

Cognizin®

Cognizin® is a registered trademark of KYOWA HAKKO BIO CO., LTD.

**EXHIBIT B**

**Territory**

<b>Country A</b>	<b>Country B</b>
<b>Cognizin® is registered in Classes 1 &amp; 5</b>	<b>Cognizin® is registered in Class 1 only</b>
USA	European Union*
Mexico (only Class 5)	Russia
Canada	Brasil
Malaysia	
Switzerland (only Class 5)	
New Zealand	
Turkey	
South Africa	

*\*The United Kingdom will continue to be considered part of the Territory should it leave the European Union*

**Country A**

**Class 1:** Dietary supplement can describe only ingredient as Cognizin® Citicoline

**Class 5:** Dietary supplement can be called Cognizin® Citicoline

**Country B**

**Class 1:** Dietary supplement can describe only ingredient as Cognizin® Citicoline