

SETRIA® MARKETING AGREEMENT

This Marketing Agreement is entered into as of JENNUARY 201st 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 Milano, Italy and TSUNAMI NUTRITION ("Customer"), a NUTRITION SUPPLEMENT 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 Setria brand Glutathione.

WHEREAS, Kyowa allows the customer to use registered trademark "Setria®" and its logo (collectively, "Mark") on the Product labels, leaflets, catalogues, website and 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 Setria brand Glutathione as a dietary ingredient the Mark 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 "Setria Brand Use Guidelines" that will be forwarded from Kyowa Sales/Marketing upon signature of 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. Kyowa will not check whether the Customer marketing material and its content complies with applicable legal and official or other regulations; this remains solely the Customer's responsibility.
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 as Country B in Exhibit B, the products shall further:

- i) Display a house mark of Customer or product mark of Customer which is larger and more prominent in appearance than the Mark; or
- ii) Display the generic name of the product "Glutathione or L-Glutathione," in a type size or font that is larger or equal to the size and prominence of the Mark.

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. Customer must also ensure a minimum of 25mg per serving of Setria® Glutathione in the product. 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 Setria brand Glutathione 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 Setria by using the following trademark attribution on printed and digital materials and packaging supporting or promoting products that bear the Mark: Setria® 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 Setria 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.

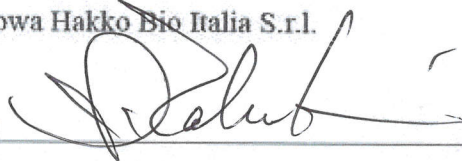
11. This Agreement shall be governed by the law of Italy.

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

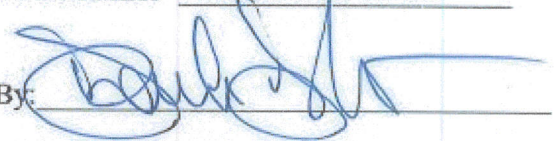
Title: Strategy Manager & President

Date:

17 June 2020

CUSTOMER "TSUNAMI NUTRITION SRL"

By:



Name: DANIELE DEANGELI

Title: BUSINESS MANAGER

Date:

sempere 10/20

EXHIBIT A

The product name: SETRIA

Setria® Logo

The Setria® logo can be used with or without the tagline "Glutathione"

Setria®

Setria®
Glutathione

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

6

EXHIBIT B

Territory

Country A	Country B
Setria® is registered in Classes 1 & 5	Setria® is registered in Class 1 only
United States	European Union*
Canada	Russia
Mexico	Philippines
Australia	Malaysia
New Zealand	Vietnam
South Africa	India
	Thailand
	Indonesia

**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 Setria® Glutathione

Class 5: Dietary supplement can be called Setria® Glutathione.

Country B

Class 1: Dietary supplement can describe only ingredient as Setria® Glutathione

