

RESELLER LICENSE AGREEMENT

RM-33 ("Kre-Alkalyn"®)

This Agreement is made and entered into this 11 day of March 2020 (hereinafter "Effective Date"), by and between **All American Pharmaceutical & Natural Foods Corporation**, a Montana Corporation having offices located at 2376 Main Street, Billings MT 59105, USA (hereinafter "AAP") and **TSUNAMI NUTRITION S.R.L.**, a company having offices located at Via Marcandrea 5, 00043 CIAMPINO - ROME, Italy and with registered company VAT number IT14212051008 (hereinafter "TSUNAMI").

1. RECITALS

1.1 By assignment from the inventor AAP is owner of the Patent Rights and the Trade Marks for an oral creatine supplement retail-branded as Kre-Alkalyn® (as later defined herein) and the method for making the same.

1.2 TSUNAMI desires to obtain a limited license to the Patent Rights and use of certain AAP Trade Marks:

- (i) to use AAP's raw material RM-33 in TSUNAMI's Finished Products (as later defined herein); and
- (ii) to make use of certain AAP Trade Marks to market and sell those Finished Products under AAP's retail-brand "Kre-Alkalyn"® within the Fields of Use (as later defined herein); and
- (iii) to market and sell those Finished Products under the retail-brand "Kre-Alkalyn"® within the Territory.

1.3 AAP desires to grant to TSUNAMI a limited license in accordance with the Patent and Trade Mark Rights:

- (i) to use AAP's proprietary raw material RM-33 (hereinafter KRM-33) in TSUNAMI's Finished Products in accordance with the terms and conditions set forth in this Agreement; and
- (ii) to use certain AAP Trade Marks (as later defined herein) which relate to Kre-Alkalyn® and to KRM-33 for the sole purpose of exploiting the Patent Rights licensed to it under this Agreement; and
- (iii) to make use of AAP's retail-brand "Kre-Alkalyn"® to market and sell TSUNAMI's Finished Products containing AAP's KRM-33 in accordance with the terms and conditions set forth in this Agreement.



THE PARTIES AGREE AS FOLLOWS:

2. DEFINITIONS

- 2.1 "Kre-Alkalyn®" is the trade-marked retail-branding of AAP's proprietary patent-pending buffered creatine.
- 2.2 "KRM-33" means the raw material related to Kre-Alkalyn® supplied by AAP under its product code RM-33.
- 2.3 "Patent Rights" means the patents and patent applications, granted patents issuing from such patents and/or applications, all pending international patents relating to them and any continuations, divisions, re-issues, re-examinations and extensions of all such patents and any other patents or patent applications that may be notified by AAP to TSUNAMI from time to time.
- 2.4 "Trade Marks" means all registered trade marks and trade mark applications and other devices and get ups owned by AAP that TSUNAMI is licensed to use under this Agreement, details of which are set out in Schedule 1, together with any further registrations of such trade marks related to KRM-33 which AAP may obtain within the Term and which are notified in writing by AAP that TSUNAMI may use them.
- 2.5 "Fields of Use" means the wholesale and retail trade of Finished Products for health and well being, body development and performance enhancement supplements.
- 2.6 "Finished Products" means goods that have received the final manufacturing processes and are ready to retail.
- 2.7 "Term" means five (5) years from the Effective Date.
- 2.8 "Territory" means Worldwide.

3. GRANT OF RIGHTS

3.1 AAP hereby grants and TSUNAMI hereby accepts, for the duration of the Term, a limited non-exclusive license to the Patent Rights, to:

- 3.1.1 market and sell under AAP's retail-branded "Kre-Alkalyn"® Finished Products bearing the Kre-Alkalyn® Trade Mark, acquired by TSUNAMI in accordance with clause 4.1, in the Territory; and

- 3.1.2 use KRM-33 acquired by TSUNAMI in accordance with clause 4.1 in TSUNAMI's Finished Products in capsule and/or powder form and market and sell those Finished Products containing KRM-33 under AAP's retail-brand Kre-Alkalyn® in the Territory within the Fields of Use.
- 3.2 Other than the rights specifically granted in clause 3.1 this Agreement confers no license or rights by implication, estoppels or otherwise under any patent applications or patents of AAP regardless of whether such applications or patents are dominant or subordinate to the rights granted in clause 3.1.
- 3.3 AAP grants to TSUNAMI a non-exclusive licence to use the Trade Marks in connection with the exercise of the rights granted to TSUNAMI under clause 3.1 in the Territory for the Term of and in accordance with the terms of this Agreement. In exercising its rights to use of the Trade Marks, TSUNAMI shall not:
- 3.3.1 use the Trade Marks or retail-brand for purposes other than those authorised in this Agreement; or
- 3.3.2 do or omit to do anything to diminish the rights of AAP in the Trade Marks or impair any registration of the Trade Marks; or
- 3.3.3 adopt or use any trade mark, symbol or device that incorporates or is confusingly similar to, or is a simulation or colourable imitation of the Trade Marks, or unfairly competes with the Trade Marks.
- 3.4 Other than the rights specifically granted in clause 3.3 this Agreement confers no license or rights by implication, estoppels or otherwise under any trade mark applications or trade marks of AAP, regardless of whether such trade marks or applications are dominant or subordinate to the rights granted in clause 3.3.
- 3.5 At all times, and in exercising its rights under clauses 3.1 and 3.3, TSUNAMI must not in any way:
- 3.5.1 Purchase or request to purchase or sell or request to sell any product which has or will have been diluted or contaminated by any other substance or material that purports to be the same as KRM-33 or blend or mix KRM-33 with any other form of creatine, or blend or mix KRM-33 with any other product, mixture or formula containing any other form of creatine, including other forms of creatine that purport to be or are found to be alkalized creatine;
- 3.5.2 market, offer, pass off or attempt to pass off any other form of creatine or any other source of creatine as KRM-33 or Kre-Alkalyn®;
- 3.5.3 sell products under the retail-brand Kre-Alkalyn® except Finished Products containing KRM-33; or
- 3.5.4 sell any product containing KRM-33 in any quantity exceeding 1kg of powder or 1000 capsules or 1000 tablets to any third party without obtaining AAP's prior written approval; or
- 3.5.5 market KRM-33 in printed translucent purple or similar coloured capsules of the type used by AAP.
- 3.6 TSUNAMI will submit for AAP's prior approval any coloured capsules or similar form it may wish to have KRM-33 manufactured in, prior to such manufacture.
- 3.7 No approval given to TSUNAMI by AAP in accordance with clause 3.5 shall constitute a warranty or representation as to the quality, efficacy or safety of:
- (i) any products acquired by TSUNAMI in accordance with clause 4.1 or otherwise; or
- (ii) any final products submitted by TSUNAMI to AAP for testing.
- 3.8 AAP reserves the right to keep certain formulas or delivery methods exclusive to a certain brand and TSUNAMI will not copy or use any formula that AAP has notified it in writing to be an exclusive formula.
- 3.9 The rights granted to TSUNAMI under clauses 3.1 and 3.3 cannot be sub-licensed by TSUNAMI.

4. PURCHASE AND PAYMENT

- 4.1 TSUNAMI will only purchase KRM-33 in Finished Product form:
- (a) from an authorised manufacturer permitted to handle and package AAP's KRM-33 for retail sale and branded as Kre-Alkalyn®, as may be notified to TSUNAMI by AAP from time to time; or
- (b) direct from AAP.
- 4.2 In consideration for the rights and privileges granted to TSUNAMI by this Agreement, if TSUNAMI orders Finished Products containing KRM-33 directly from AAP in accordance with clause 4.1(b), TSUNAMI agrees to pay to AAP the appropriate prices specified in its then current finished products price sheet and to enter into a separate purchase agreement with AAP.



- 4.3 When purchasing direct from AAP, any amounts payable by TSUNAMI to AAP pursuant to this Agreement must be paid by TSUNAMI in United States of America Dollars without deductions for taxes, assessments, fees or charges of any kind.
- 4.4 No amounts due to AAP under this Agreement will be reduced as a result of co-ownership of the Patent Rights by AAP with a third party.
- 4.5 When purchasing from an authorized manufacturer any amounts payable by TSUNAMI to the authorized manufacturer for Finished Products made for TSUNAMI are to be paid in the currency that they specify.

5. COMMERCIALIZATION AND DILIGENCE REQUIREMENTS, AND RECORDS

- 5.1 Each party agrees to work in good faith with the other party and to use reasonable efforts to commercialize retail-branded Kre-Alkalyn® Finished Products within the Fields of Use. In particular, the parties agree that:

5.1.1 AAP will at its own expense:

- (i) either directly in Finished Product form, or through the manufacturers described in clause 4.1 make available KRM-33 to be made into Finished Product form, in quantities that AAP in its sole discretion deems commercially reasonable;

5.1.2 TSUNAMI will at its own expense:

- (i) use its best efforts to generate orders and grow the market in the Territory for KRM-33 in capsule and/or powder form retail-branded as Kre-Alkalyn®, as provided by AAP or one of its authorized manufacturers, within the Fields of Use and using the Trade Marks.

- 5.2 TSUNAMI agrees to maintain and keep an accurate list of all products containing KRM-33 that TSUNAMI uses or has used, makes or has made, manufactures or has manufactured, prepares or has prepared, distributes or has distributed, and sells or has sold.
- 5.3 The records required to be kept and maintained by TSUNAMI in accordance with clause 5.2 shall be retained by TSUNAMI for at least the legally required period of two (2) years following the Effective Date (or any other period as may be required from time-to-time under any applicable local laws or regulations). They shall be made available during normal business hours for inspection for tracking purposes by AAP or other designated auditor selected by AAP at the expense of AAP.

6. TERM, TERMINATION AND MODIFICATION OF RIGHTS

- 6.1 This Agreement is effective as of the Effective Date and shall extend to the end of the Term and shall renew for a further Term automatically each anniversary, unless sooner terminated by either party.
- 6.1 In the event that TSUNAMI is in default in the performance of any material obligations under this Agreement, and if the default:
- (i) is a default capable of being remedied and has not been remedied within thirty (30) days after the date of notice in writing from AAP to TSUNAMI of such default; or
- (ii) is a default not capable of being remedied,

AAP may:

- (a) terminate this Agreement by written notice, with termination to be effective from the date of the notice; and
- (b) require TSUNAMI to immediately recall the relevant batch or batches of product(s) from the market and destroy it/them within 21 days.
- 6.2 The parties agree that for the purposes of this clause 6, material obligations includes (but is not limited to) those obligations of TSUNAMI set out in clauses 3, 4, 5, 7, 11, and 13 that accordingly a default of material obligations includes (but is not limited to) TSUNAMI's failure to pay a purchase order when due.
- 6.3 Unless this Agreement has been terminated under clause 6.1 and notwithstanding expiration of the Term, TSUNAMI shall remain entitled to exercise its rights granted under clauses 3.1 and 3.3 for products that have been manufactured or purchased prior to the expiry of the Term.
- 6.4 A party to this agreement must inform the other in writing of any intention to file a petition in bankruptcy (or any equivalent document in its local jurisdiction) relating to TSUNAMI, at least thirty (30) days prior to filing such petition.
- 6.5 In the event that either party becomes insolvent, files a petition in bankruptcy, has such a petition filed against it, determines to file a petition in bankruptcy, or receives notice of a third party's intention to file an involuntary petition in bankruptcy, each party shall immediately notify the other in writing. If either party



receives such notice from the other, it may terminate this Agreement immediately.

- 6.6 Subject to clause 6.9, either party shall have the right to terminate this Agreement by giving the other party sixty (60) days' written notice to that effect.
- 6.7 If this agreement is terminated by AAP pursuant to clause 6.6, TSUNAMI shall have the right to either continue selling the remainder of the Kre-Alkalyn® inventory in its facility and continue to use the Trade Marks in accordance with clause 3.3 in relation to marketing or selling the remaining material until all remaining stocks are depleted; or return to AAP at TSUNAMI's cost the remainder of the Kre-Alkalyn® inventory in its facility and be entitled to receive refund at the same price the inventory was purchased for.
- 6.8 TSUNAMI shall not be entitled to terminate this Agreement under clause 6.7 if any circumstances prevail that entitle AAP to terminate this Agreement in accordance with clause 6.1 or clause 6.10.
- 6.9 AAP shall have the right to immediately terminate or modify, at its option, this Agreement if TSUNAMI has wilfully made a false statement of, or wilfully omitted, a material fact in any report or information required by AAP that AAP is entitled to require according to this agreement or that TSUNAMI has provided to AAP and in reliance of which AAP has entered into this Agreement.
- 6.10 Upon termination of this Agreement for any reason, all obligations hereunder shall cease except those described in clauses 3.3, 3.5, 3.8, 5.2, 5.3, 7, 10, 11, 14.1-14.3 and 14.4 hereof, which shall survive the termination of this Agreement, except that nothing herein shall be construed to release either party from any obligation which matured prior to the effective date of termination.
- 6.11 Within fifteen (15) days of any termination, each party shall return all information supplied to it by the other party as well as all written data, notes, drawings and copies thereof prepared by it based on such information.
- 6.12 No waiver by any party hereto of any breach of this Agreement will constitute a waiver of any subsequent breach, and no exercise by either party hereto of any right of termination will constitute a waiver of any remedy of such party for recovery of damages or of any other right of such party.

7. CONFIDENTIALITY

7.1 The parties agree that all information contained in documents marked "confidential" and forwarded to one by the other, and in particular the information relating to KRM-33 and Kre-Alkalyn® provided by AAP to TSUNAMI ("Confidential Information"):

- (i) are to be received and held in strictest confidence; and
- (ii) used only for the purposes of this Agreement; and
- (iii) not disclosed by the recipient party (except as required by law or court order), its agents or employees without the prior written consent of the other party, except to the extent that the recipient party can establish competent written proof that such information:
 - (a) was in the public domain at the time of disclosure; or
 - (b) later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors or assigns; or
 - (c) was lawfully disclosed to recipient party by a third party having the right to disclose it; or
 - (d) was already known by the recipient party at the time of disclosure; or
 - (e) was independently developed by the recipient without use of the other party's confidential information; or
 - (f) is required by law or regulation to be disclosed.

7.2 The parties further agree not to use the Confidential Information provided by either party for any purpose other than for the purpose of carrying out its obligations under this Agreement, and to treat the information as most valuable, confidential and privileged information, and at least in the same fashion it would treat its own most valuable, confidential and privileged information, revealing said Confidential Information only to those in its employ who have the need to possess said Confidential Information for the purposes of this Agreement and then only after such employee(s) have undertaken to comply with the terms and conditions of this Agreement.

7.3 For the purposes of this Agreement, Confidential Information includes, but is not limited to, information relating to processes, products, raw materials, methods, manufacturing details, business ideas and marketing, clinical, customer and sales data relating to or bearing on KRM-33 and Kre-Alkalyn®.



- 7.4 The obligation of confidentiality in this clause will exist while this Agreement is in force and for a period of five (5) years following the end of the Term or termination of this Agreement, whichever is the earlier.

8. NOTICES AND OTHER COMMUNICATIONS

- 8.1 Any notice or other communication pertaining to this Agreement will be deemed given when delivered or mailed, certified first-class and postage prepaid, return receipt requested, to the following address or to such other address as either party may notify the other in writing.

In the case of AAP:

All American Pharmaceutical & Natural Foods, Corporation
2376 Main Street, Billings, MT 59105, USA
Attention: Jeff Golini

In the case of TSUNAMI:

TSUNAMI NUTRITION S.R.L.,
Via Marcandrea 5, 00043 CIAMPINO - ROME,
Italy
Attention: Daniele Deangeli



9. REPRESENTATIONS AND WARRANTIES

- 9.1 **TSUNAMI** represents and warrants to AAP that:

- (i) **TSUNAMI NUTRITION S.R.L.** is a company validly existing and in good standing under the laws of Italy.
- (ii) Execution and delivery of this Agreement have been duly and validly authorized and all necessary action has been taken to make this Agreement a legal, valid and binding obligation of **TSUNAMI NUTRITION S.R.L.**

- 9.2 AAP represents and warrants to **TSUNAMI** that:

- (i) AAP is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Montana.
- (ii) The execution and delivery of this Agreement have been duly and validly authorized, and all necessary action has been taken to make this Agreement a legal, valid and binding obligation of AAP.

- 9.3 AAP does not warrant the validity of the Patent Rights or the Trade Marks and makes no representations whatsoever with regard to the scope of the Patent Rights or the Trade Marks, or that the Patent Rights or Trade Marks may be exploited without infringing other patents, trade marks or other intellectual property rights of third parties.

- 9.4 AAP does not represent that it will commence legal actions against third parties infringing the Patent Rights or Trade Marks.

10. MUTUAL INDEMNITY

- 10.1 Each party shall indemnify and hold the other (including the other's directors, officers, employees, agents, and representatives) harmless from and against all liability, claims, demands, damages or causes of action whatsoever, expenses, costs of lawsuit, costs of attorney's fees and losses, including without limitation those costs arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the rights granted hereunder or any breach of contract, negligent act or omission by the party.

- 10.2 Each party shall at all times carry insurance or self-insurance sufficient to cover its contractual obligations with respect to activities performed under this Agreement. Each party shall provide evidence of this coverage to the other upon the other's written request.

11. MARKING AND ACCURATE LABELLING

- 11.1 **TSUNAMI** will permanently and legibly mark, or cause and ensure to be permanently and legibly marked, all packaging for KRM-33 sold under the Kre-Alkalyn® brand, all labels, advertising, marketing, publicity and promotional material dealing with KRM-33, with the appropriate patent notices and the Trade Marks that relate to KRM-33 in accordance with each country's patent laws, including the following statements in print of at least 4-point size:

"Kre-Alkalyn®" and "pH Correct" are registered trade marks of All American Pharmaceutical and Natural Foods Corporation. Kre-Alkalyn® is a patented product (US patent #6,399,661, Australian patent #AU2003203344, New Zealand patent #519305). International patents pending. All rights reserved."

11.2 TSUNAMI will ensure that all Finished Product labels, advertising, marketing, publicity and other promotional material as to specific content of KRM-33 in all products made, manufactured or otherwise prepared for TSUNAMI are accurate. In particular, TSUNAMI must ensure that:

11.2.1 statements and representations as to the presence and content of KRM-33 in such products are true.

11.3 In the event TSUNAMI is found to have breached its obligations under clause 11.2, AAP at its sole discretion may issue written notice requiring TSUNAMI to take all steps necessary to repair the breach, or warn TSUNAMI that future batches found to be labelled inaccurately could result in modification of TSUNAMI's rights under the Agreement, or immediately terminate the Agreement in accordance with clause 6.

12. INFRINGEMENT BY THIRD PARTIES

12.1 The parties agree to notify each other in writing promptly of each infringement or possible infringement of the Patent Rights or the Trade Marks, as well as any facts which may affect the validity, scope, or enforceability of the Patent Rights or the Trade Marks of which either party becomes aware.

12.2 TSUNAMI agrees to provide reasonable assistance (at the expense of AAP) in defending any infringement of the Patent Rights or the Trade Marks in the Territory.

13. SUBLICENSING OF RIGHTS

13.1. TSUNAMI cannot sublicense its rights under this agreement.

14. MISCELLANEOUS PROVISIONS

14.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the internal laws of Montana without resort to the conflict of laws.

14.2 Subject to clause 14.3 below, any claim, action, or suit between AAP and TSUNAMI that arises out of or relates to performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Yellowstone County, Montana. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court of Montana.

14.3 AAP may, in its sole discretion, elect to bring any claim of the nature described in clause 14.2 in the courts of Italy, and TSUNAMI agrees that it will submit to such election. Following any such election, the Parties each agree that they will not commence any identical or similar action relating to the same or related breaches in any other jurisdiction (including those identified in clause 14.2).

14.4 Each party shall neither use the name or an adaptation thereof of the other party, in any advertising, marketing, publicity and promotional material or sales literature without the prior written consent obtained from the party whose name is to be used in each case.

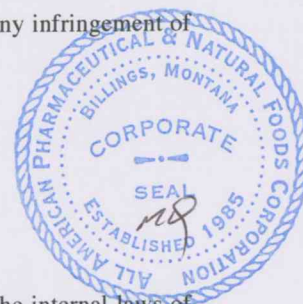
14.5 Nothing in this Agreement will be deemed to create a relationship of employment or agency or to constitute the parties as partners or joint ventures. Neither party has the authority expressed or implied to bind the other party to any contract or other obligations without the express prior written consent of the other.

14.6 The parties agree and acknowledge that the terms and conditions of this Agreement are subject to change as deemed necessary by AAP in its sole discretion. AAP reserves the right to alter terms and conditions at any time, which may necessitate the termination of this Agreement and the signature of a new license agreement by AAP and TSUNAMI.

14.7 Neither party may waive or release any of its rights or interests in this Agreement except in writing. The failure of AAP to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by AAP to excuse a similar subsequent failure to perform any such term or condition by the TSUNAMI.

14.8 If either party desires a modification to this Agreement, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of such modification. No modification will be effective until a written amendment is signed by the signatories to this Agreement or their designees.

14.9 Without prejudice to the right of either party to bring an action (including any application for urgent injunctive relief) under clauses 14.2 - 14.3, the parties agree to attempt to settle amicably any controversy or claim arising under this Agreement or a breach of this Agreement, by:



- (i) negotiations in good faith; or
 - (ii) non-binding mediation,
- unless the parties mutually agree otherwise.

- 14.10 In the event that any provision of this Agreement is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part shall be reformed, if possible to conform to law and if reformation is not possible, that part shall be deleted, the remainder of the provisions of this Agreement shall, subject to this paragraph, remain in full force and effect.
- 14.11 This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below of their authorised representatives, acknowledge having read and understood the Agreement and the Parties agree to be bound by its terms and conditions.
- 14.12 The captions or headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.
- 14.13 This Agreement shall be binding upon and inure to the benefit of the successors in interest and permissible assignees of the parties. This Agreement shall be assignable by mutual consent of the parties in writing, which consent shall not be unreasonably withheld provided, however, that either party may assign this Agreement to any entity with which it may merge or consolidate, or to which it may transfer all or substantially all of its assets to which this Agreement relates, without obtaining the consent of the other party. When duly assigned in accordance with the foregoing provisions, this Agreement will be binding upon and inure to the benefit of the assignee and the assignor shall be relieved of all obligations and responsibilities hereunder.
- 14.14 Nothing under this Agreement shall prevent the assignment by AAP of the Patent Rights (either in whole or in part) to any third party.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals and duly executed this Agreement the day and year first written above.

Mr. Jeff Golini

ALL AMERICAN PHARMACEUTICAL & NATURAL FOODS, CORPORATION
Mr. Jeff Golini
CEO



Please sign here
and stamp with

TSUNAMI NUTRITION S.R.L.
Via Marcandreaola 5
00043 Ciampino (RM)
P.IVA IT 14212051008
CODICE SDI M50XC01
PEC: tsunaminutrition srl@pec.it

company seal

>>>>>>>>>>

Luca Di Pietrantonio

TSUNAMI NUTRITION S.R.L.
Luca Di Pietrantonio
CEO

Date signed by TSUNAMI 11/03/2020

Witness Signature *Daniela DeAngelis*
Name of Witness DANIELE DEANGELIS

Initials: *JD*

Trade Mark	Registered Number	Type	Country of Registration	Registered/Pending	Date of Registration	Classes
KRE-ALKALYN	003425725	Word	CTM	Registered	18.02.2005	5, 35
PH CORRECT	009667007	Word	CTM	Registered	01-06-2011	5, 35

