



Madrid, June 22<sup>nd</sup> 2022

## TRADEMARK LICENSE AGREEMENT

between

FLORIDA HUMAN NUTRITION CORP.

8950 SW 74TH Court

Miami, FL 33156

EIN 61-1889499

(- Hereinafter called "LICENSOR" -)

and

TSUNAMI NUTRITION SRL

Via Marcandreaola, 5 – 00045 Ciampino (RM)

VAT N°. 14212051008

(- Hereinafter called "LICESEE" -)

### *PREAMBLE*

Whereas, LICENSOR is the owner and unlimited user of the trademark families "CLONAPURE®" which are filed or registered in Europe.

Whereas, LICENSOR is the owner of certain patents/studies that protect the ingredient CLONAPURE®.

A handwritten signature in blue ink, consisting of a stylized 'L' shape with a horizontal line extending to the right.



Whereas, LICENSEE is a manufacturer and/or distributor of dietary supplements.

Whereas, with regard to TRADEMARK LICENSEE intends to take a license from LICENSOR and LICENSOR is willing to grant such license to LICENSEE.

Now, therefore, LICENSOR and LICENSEE agree as follows:

#### DEFINITIONS

"LICENSED MARKET" means the use of TRADEMARK in connection with sports nutrition/ dietary supplement products that improve sports performance, all preparations based on PRODUCT.

"PRODUCT" means compounds and/or products consisting of or comprising CLONAPURE®, each of them provided by LICENSOR.

"TRADEMARK" means the trademark families CLONAPURE®.

"THIRD PARTY" means any legal person that is authorized by LICENSEE to use TRADEMARK under SUBLICENSE.

"SUBLICENSE" means any license, that LICENSEE intends to grant or grants to THIRD PARTIES and that authorizes THIRD PARTY to use TRADEMARK within LICENSED MARKET.

#### LICENSE

LICENSOR grants LICENSEE for the term of this Agreement a non-exclusive and non-transferable license to use the TRADEMARK. This use is limited to PRODUCT and its promotion, advertisement and sale under the terms of this Agreement.

LICENSEE agrees to exclusively obtain PRODUCT from LICENSOR.

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'f' followed by a horizontal line.



LICENSEE agrees to use TRADEMARK only within the LICENSED MARKET.

LICENSEE is obliged to stop any activities concerned with TRADEMARK if/when this Agreement is terminated.

#### ***PAYMENTS***

LICENSEE is authorized by LICENSOR to use TRADEMARK under this Agreement royalty-free.

#### ***LABELLING AND OBLIGATIONS***

LICENSEE is obliged to label any PRODUCT or PRODUCT-containing product, that is promoted and/or sold or other marketed within LICENSED MARKET according to the following requirements:

LICENSOR has to agree with the whole layout of the label by written approval before starting any marketing activities by LICENSEE; these concerns also the use of the TRADEMARK by any marketing partner of the LICENSEE in connection with the granting of any sublicense according to "sublicenses paragraph." of this license agreement.

#### ***USAGE***

LICENSEE is obliged to verify the use of TRADEMARK in LICENSED MARKET. The usage has to be verified once a year at least two (2) months before the termination of this agreement.

LICENSEE is obliged to disclose a summary about the joint marketing activities in connection with the PRODUCT or the PRODUCT-containing products and the TRADEMARK.

#### ***TRADEMARK INFRINGEMENT***

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'f' followed by a horizontal line.



In no event shall LICENSEE take any action on its own to enforce TRADEMARK without the prior verbal/written consent of LICENSOR. Nothing in this Agreement shall be considered an obligation of LICENSOR to take any action whatsoever against any unauthorized use of TRADEMARK.

#### **SUBLICENSES**

LICENSEE is authorized under this Agreement to grant SUBLICENSES to THIRD PARTIES. LICENSOR has to agree by verbal/written approval before signing an according to SUBLICENSE-Agreement. LICENSEE will not grant THIRD PARTIES any rights or introduce into obligations that do not correspond with the rights and obligations under this Agreement. LICENSEE is not authorized to grant THIRD PARTIES any right to grant further sub-licenses.

LICENSEE will keep LICENSOR informed during the term of this Agreement about any THIRD PARTY's interest in a SUBLICENSE. Before signing such SUBLICENSE, LICENSEE will provide LICENSOR with a draft version of an according to SUBLICENSE-Agreement with THIRD PARTY. LICENSOR reserves to itself a right to deny the grant of SUBLICENSE by LICENSEE.

LICENSEE will inform LICENSOR without delay if LICENSEE becomes aware of a violation of the SUBLICENSE-Agreement by THIRD PARTY or any other third party. On LICENSOR's demand LICENSEE will terminate SUBLICENSE-Agreement with the violating THIRD PARTY.

#### **WARRANTIES AND RIGHTS**

To the best of LICENSOR's knowledge, the use of TRADEMARK within LICENSED MARKET does not infringe any rights or proprietary rights of third parties.

LICENSEE acknowledges that PRODUCT is a dietary supplement and does not comply with pharmaceutical regulations.

LICENSEE acknowledges that any marketing of PRODUCT under pharmaceutical aspects will jeopardize the actual status of PRODUCT as a food product and further may initiate a regulatory procedure as necessary for pharmaceuticals.

LICENSEE shall defend, indemnify and hold LICENSOR harmless from any claim, liability and cost which may incur as a result of negligence or other misconduct of LICENSEE in its advertising and sale of PRODUCT.

A handwritten signature in blue ink, consisting of a stylized, cursive-like mark, is located in the bottom right corner of the page.





LICENSOR does not warrant any commercial success of the use of TRADEMARK in connection with the sale of PRODUCT. The risk of any commercial utilization of TRADEMARK will be at LICENSEE.

LICENSEE acknowledges LICENSOR's rights to TRADEMARK and all registrations thereof and that those TRADEMARK registrations are valid. LICENSEE shall do nothing inconsistent with LICENSOR's rights to TRADEMARK and registrations thereof. All use of TRADEMARK by LICENSEE will inure to the benefit of and be on behalf of LICENSOR. Nothing in this Agreement shall give LICENSEE any right, title, or interest other than the license to TRADEMARK following this Agreement. LICENSEE shall not contest LICENSOR's title to or the validity of TRADEMARK.

#### ***ACTION FOR ANNULMENT***

LICENSEE is expressly obliged not to attack TRADEMARK by any action for annulment or by any other legal action, neither direct nor indirect.

#### ***TERM AND TERMINATION***

This Agreement and the license granted shall become effective as of the last signature under this Agreement and shall remain in force until December 31, 2022. It can be prolonged each time for a further year if both parties give their written consent to this prolongation.

Does any Party to this Agreement infringe any provisions of this Agreement, the other Party to this Agreement is authorized to demand by writing the correction of the Agreement contrary act within three (3) months after receipt of the demand. Does the infringing party not meet the requirements, the other party is authorized to terminate this Agreement without delay.

LICENSOR is authorized to terminate this Agreement within ten (10) days by writing if the state of ownership of LICENSEE changes. It is agreed that the state of ownership has changed if the majority of shares has changed the owner.

LICENSOR may terminate this Agreement immediately, underwritten notice to LICENSEE if PRODUCT fails to be conformed to LICENSOR's standards of quality or of use standards.

A handwritten signature in blue ink, consisting of a stylized 'L' shape, is located in the bottom right corner of the page.



As soon as this Agreement comes into effect any and all prior agreements, contracts, arrangements, etc. between the Parties regarding the trademark of CLONAPURE® become null and void.

#### **MEDIATION AND ARBITRATION**

In case any dispute between the parties concerning the application or construction of this Agreement cannot be solved amicably the parties will try to resolve the dispute by mediation according to the Arbitration Rules of the Spanish Institution of Arbitration to find an equitable solution for both parties.

If the mediation fails, each party has the right to open an arbitration. The arbitral court will decide all disputes between the parties concerning the application or construction of this Agreement under the exclusion of any further legal proceedings.

#### **MISCELLANEOUS**

The obligations of confidentiality shall survive the termination of this Agreement or any extension thereof for a period of five (5) years.

No amendment, modification or interpretation of this Agreement shall become effective unless made in writing and signed by the Parties hereto.

This Agreement shall be binding on the legal successors of the Parties to this Agreement.



FLORIDA HUMAN NUTRITION CORP.



TSUNAMI NUTRITION S.R.L.

TSUNAMI NUTRITION S.R.L.  
P.IVA IT14212051008