



MOODREAL® Trademark License Agreement

INOREAL, France, the manufacturer, intellectual property holder and marketer of MOODREAL® have established trademark licensing and labeling standards for its use. The trade name and logo must be incorporated in labels and marketing collateral to identify this unique ingredient, protecting its brand and intellectual property related to mood applications.

IAF NETWORK S.p.A. (hereinafter "Customer") accepts the privileges INOREAL is granted a non-exclusive right to use the MOODREAL® trademarked ingredient, research data, marketing collateral and other MOODREAL®-related product claims which are proprietary to INOREAL, by agreeing to the conditions and requirements provided for herein:

I. Marking Requirements

A. Customer agrees to:

- display the MOODREAL® logo on the labels of its MOODREAL® -containing products for weight management applications, which are a part of this Agreement (camera-ready and/or computer logo artwork provided);
- 2. identify the MOODREAL® name and/or advertising slogan(s) wherever they are used in Customer's labeling and advertising materials as a trademark of INOREAL; and
- 3. affix the following trademark & patent notation: " MOODREAL® is a trademark INOREAL."
- 4. submit labels/packages and marketing collateral for products containing MOODREAL® for approval prior to printing.
- 5. comply with all applicable laws and regulations, including regulatory guidelines in all marketing materials, advertisements and labeling claims, and structure / function claims. Customer specifically agrees to make no disease claims associated with MOODREAL®.

B. Labeling Requirements

- 1. MOODREAL® trade name must be included in the supplement facts box as: "MOODREAL®"
- 2. For multiple ingredient formulas containing MOODREAL®, our distributor will work with you to abbreviate the required language above on a case-by-case basis to accommodate label space limitations.

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C. Dosage Requirements

Saffron extracts like MOODREAL® have been demonstrated clinically effective in human studies at a dosage of 30 mg per day. Formulations including MOODREAL® must include dose recommendations of at least 30 mg daily (daily serving size) or add a clear mention on the content of MOODREAL® per daily dose ("This product contains XX mg of MOODREAL® per daily dose").

D. Product Submission Requirements

Please provide two of each finished, bottled and labeled product containing MOODREAL®, one to INOREAL, another to your distributor upon completion.

III. Restrictions on Use

- A. With respect to this Agreement, use of the MOODREAL® trademark, research data or marketing collateral which are proprietary to INOREAL, is restricted to the promotion of the MOODREAL® ingredient in Customer's labeling and advertising materials. Customer agrees that it shall not feature, display nor relate in any manner, either directly or indirectly, the MOODREAL® trademark, patent number(s), research data or advertising slogan(s) which are proprietary to INOREAL to any of its products or ingredients that do not contain MOODREAL® and are not part of this Agreement.
- B. Customer agrees that its rights under this Agreement are limited to the ITALY and that Customer has no rights, as described in this Agreement, outside of the ITALY.
- IV. Contract Manufacturers Customer warrants that all of its contract manufacturers and/or vendors involved in the manufacturing of any of the products that are a part of this Agreement are aware of and shall be subject to the terms and conditions of this Agreement. Customer further agrees to assume full responsibility for compliance of its contract manufacturing and/or vendors to the covenants described herein.
- V. No Resale Customer understands and agrees that the MOODREAL® is only to be used for products that are part of this agreement. Further, customer warrants that it nor its contract manufacturers and/or vendors involved in the manufacturing of MOODREAL® will not resell the bulk powder.
- VI. Products The product(s) Customer is submitting for approval under the terms and conditions of this Agreement are set forth in Addendum A attached hereto. This Agreement and the rights granted Customer hereunder only applies to products containing MOODREAL®.
- **VII. Product Additions** Customer may add products to this Agreement by notifying INOREAL & DEIMOS in writing. All such product additions are subject to the terms and conditions described herein, and written approval of INOREAL & DEIMOS.

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- **VIII.** Reservation of Rights The license granted hereunder shall not be construed to confer any rights upon Customer by implication, estoppel, reliance or otherwise as to future purchases or future availability for purchase of INOREAL.
- IX. Ownership; Right to Grant License Customer understands that the MOODREAL® trademark is the intellectual property of INOREAL. INOREAL represents and warrants that it has the right and power to grant the license granted herein and that there are no other agreements with any other party in conflict with such grant. INOREAL further represents and warrants that it has no actual knowledge that the MOODREAL® infringes any valid rights of any third party.
- **X. Term** Subject to clause XI, this agreement is valid for 1 year following acceptance of an executed agreement, and automatically renews for a period of one year unless customer is notified in writing that the agreement has been changed or terminated.
- XI. Termination Customer understands that the MOODREAL® trademark is the intellectual property of INOREAL. INOREAL retains the right without licensee recourse to cancel or alter this agreement as it may find necessary.
- XII. Conflict With Other Documents Customer agrees that in the event of any conflict or inconsistency between the terms and/or conditions of this Agreement and of any other document, instrument or agreement, oral or written, by and between Customer and INOREAL (including, but not limited to, any purchase order of Customer), the terms and conditions of this Agreement shall be controlling over and supersede the terms and conditions of such other document, instrument or agreement.

As an authorized representative of Customer, I hereby agree to the above.	
Name: ALESSANDRO CORADJ Title: LEGAL RE	PRESENTATIVE OF IAF NETWORK S.p.A
IAF NETWORK S.p.A. Sede Legale/Amministrativa: Via Flero 46-25125 Brescia (BS)-Torre Sud P.IVA e C.F. 102424060982 Tel. 39 130.7751464 Discontinuous Charles (BS)	ate: 08.02.2022
Office Address: VIA FLERO 46 TORRE SUD	
City: BRESCIA Country: ITALY	
Corporate Website YAMAMOTO NUTRITION Pr	roduct URL:
https://www.yamamotonutrition.com/ita/	
Contract Packagers / Manufacturers Authorized by Customer: EKALAB SRL	
For INOREAL use only.	
Approved by:	ate.





Addendum A

Products submitted by Customer to be included as part of License Agreement: [Attach Label(s)].

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