

TRADEMARK SUBLICENSE AGREEMENT

between

BASF PERSONAL CARE AND NUTRITION GMBH

Rheinpromenade 1, 40789 Monheim am Rhein, Germany

- hereinafter referred to as "SUBLICENSOR" -

and

IAF NETWORK SRL.

Via Salvella II Traversa, 43, 25038 Rovato (BS), Italy

- hereinafter referred to as "SUBLICENSEE" -

WHEREAS,

- (A) SUBLICENSOR is in the possession of certain intellectual and industrial property rights relating to Conjugated Linoleic Acid (CLA) by virtue of a license agreement with a third Licensor and desires to promote, primarily through the grant of sub-licenses, the sale of CLA and the use of the pertaining Trademark "Tonalin".

SUBLICENSOR is willing to grant SUBLICENSEE a sub-license to use the above mentioned Trademark.

- (B) SUBLICENSEE possesses extensive experience and a good standing in the field of manufacturing and marketing of dietary supplements under the denomination "CLA Softgels" and wishes to use the above-mentioned rights for the manufacture, promotion and sale of CLA containing product on the basis of this Agreement.

Article 1 - Definitions

- 1.1 "Affiliate" shall mean any organisation which controls or is controlled by or is under common control with a party of this Agreement, whereby control shall mean direct or indirect ownership of more than 50 (fifty) per cent of the voting shares or the power to exercise more than half of the voting rights.
- 1.2 "Dietary Supplements" shall mean ready to use soft gels or capsules containing Tonalin® CLA products for human ingestion.
- 1.3 "Product" shall mean any finished product offered under SUBLICENSEE's denomination "CLA Softgels" for use as Dietary Supplement containing Raw Material purchased from SUBLICENSOR to the exclusion of conjugated linoleic acid from other sources.
- 1.4 "Minimum Amount" shall mean at least 3 Softgels, 2,46 gram per day.
- 1.5 "Raw Material" shall mean Tonalin® SG 1000 TFFA sold by SUBLICENSOR or its Affiliates.
- 1.6 "Territory" shall mean the countries listed in Schedule 1 hereto.

- 1.7 "Trademark" shall mean the logo used in connection with the Tonalin®- trademarks listed in **Schedule 3** as specified in the Tonalin® CLA Corporate Logo Identity Standards document in its actual version.

Article 2 - License

2.1 SUBLICENSOR herewith grants to SUBLICENSEE

2.1.1 an non-exclusive royalty-free, non-transferable right and obligation for the Territory to use the Trademark for the sale and marketing of Product via online sale pursuant to the regulations set forth in this Agreement, without the right to grant sub-licenses;

2.2 The rights granted hereunder are subject to rights of third parties in the Trademark or similar Trademarks. The rights and obligations are granted in conjunction with and to the extent of SUBLICENSEE's purchase of Raw Material from SUBLICENSOR or a company of SUBLICENSOR's group.

2.3 The rights granted hereunder do not extend to other products containing Raw Material for other applications as set forth herein or enhancements of the Raw Material or any other application.

2.4 SUBLICENSEE does not have the right to produce or have produced Raw Material nor sell Raw Material as such. SUBLICENSEE shall sell the Product in his own name and for his own account. SUBLICENSEE shall not represent SUBLICENSOR as agent or in any way bind SUBLICENSOR towards third parties. This Agreement cannot be interpreted as constituting a distributorship relationship between SUBLICENSOR and SUBLICENSEE.

2.5 In the event that official approval or special records are required for trademark licenses, the parties shall make reasonable joint endeavours to obtain the same.

2.6 The right of SUBLICENSEE to use the licensed rights shall cease immediately on the expiration or termination of this Agreement or in case that SUBLICENSOR loses its right to sub-license all or part of the rights granted hereunder.

2.7 SUBLICENSEE shall use all reasonable endeavours to promote the sale of Product and to meet demand for Product within the Territory during the term of this Agreement.

2.8 SUBLICENSEE undertakes to sell Product under his own brand or denomination and not to sell the Product under the Trademark and/or a trademark which is in SUBLICENSOR'S

view confusingly similar to the Trademark. Only the use of the Trademark for co-branding is permitted. SUBLICENSEE undertakes to document the use of the Trademark in all countries of the TERRITORY and shall keep this documentation available for SUBLICENSOR for a period of 5 years. If SUBLICENSOR has to prove the use of any of the Trademarks, e.g. in countries where this is necessary for the renewal of the Trademark, SUBLICENSEE shall submit to SUBLICENSOR relevant documents that prove the use of the respective Trademarks.

- 2.9 SUBLICENSOR does not guarantee that the Trademark shall become registered, will remain registered or otherwise protected or that there are no rights of third parties which would interfere with SUBLICENSEE's use of the Trademark.
- 2.10 SUBLICENSEE undertakes to use the Trademark only in accordance with existing laws and the provisions of this Agreement and to identify only Products with the Trademark that have been manufactured in accordance with the quality stipulated by SUBLICENSOR or agreed by the parties.
- 2.11 The consideration for the grant of right to use the Trademark is part of the purchase price for Raw Material.

Article 3 - Use of the Trademark

- 3.1 The Trademark shall always be used in the manner in which registered trademarks are usually used. In all printed, electronic and other matter (packaging, advertisements, promotional material, price lists and the like) they shall be characterized by ® the first time that it appears - e. g. TONALIN® -, the ® being explained in a footnote as follows in the language of the rest of the text:

"® = Registered trademark used under license of BASF".

In the event that an Trademark has not been registered, (TM) shall be used instead of the ® and explained in a footnote as follows in the language of the rest of the text:

"(TM) = trademark used under license of BASF SE".

- 3.2 The word mark shall not be modified, and in particular it shall not be qualified by the definite article, inflected or joined up to other words. In the event that, in commercial correspondence, it is not characterized by ®, it shall appear unchanged and be clearly distinguished from the rest of the text.

- 3.3 Trademark shall not be used as part of a company name or other company designation or incorporated into company signs or letter-heads of company stationery.
- 3.4 SUBLICENSEE undertakes always to confer with SUBLICENSOR regarding the design of its packaging and advertising material that contains the Trademark, to follow all other instructions of SUBLICENSOR concerning the use of the Trademark, and, in the event that SUBLICENSOR so requests, to add to the Trademark a special index and/or reference to itself as manufacturer of the products in question, such index and/or reference to be agreed on with SUBLICENSOR.

Article 4 - Protection and Defense of the Trademark

- 4.1 SUBLICENSEE recognizes SUBLICENSOR's exclusive license of the Trademark and undertakes not to derive any rights from the use of the Trademark. Any rights which may result from the use of the Trademark shall be regarded exclusively as having originated at SUBLICENSOR and shall be assigned to SUBLICENSOR at no cost for SUBLICENSOR whenever their transfer to SUBLICENSOR does not take place automatically.
- 4.2 SUBLICENSEE shall assist SUBLICENSOR at the latter's request in taking any action, including legal action, to safeguard and defend SUBLICENSOR's rights in the Trademark and shall observe the market for infringements of the Trademark and inform SUBLICENSOR of its observations, but it shall not institute any action itself against third parties without SUBLICENSOR's prior authorization in writing. On the other hand, SUBLICENSOR shall not be obligated hereunder to bring law-suits or institute other proceedings before law-courts or authorities against third parties to protect or defend the Trademark.
- 4.3 Any taxes to be paid in connection with SUBLICENSEE's use of Trademark concern solely SUBLICENSEE and shall be paid by SUBLICENSEE.

Article 5 - Quality Control

- 5.1 SUBLICENSEE shall at any time, at SUBLICENSOR's request, provide SUBLICENSOR with samples of its printed, electronic or other matter bearing Trademark and of Products intended for co-branding with the Trademark and grant authorized representatives of SUBLICENSOR access during usual business hours

to its business premises to ascertain whether said printed, electronic or other matter conforms to the provisions of this Agreement and SUBLICENSOR's directives and whether its Products conform to the quality stipulated by SUBLICENSOR or agreed by the parties. To the extent SUBLICENSEE is entitled to have the Products manufactured by a third party, SUBLICENSEE shall ensure through appropriate contractual arrangements that SUBLICENSOR is given the equivalent opportunity to make inspections in the manufacturing facilities of such third parties. In the event that, in SUBLICENSOR's judgement, this is not the case, SUBLICENSOR shall have the right to reject such printed, electronic or other matter for distribution and to forbid for sale under co-branding of Trademark all products that, in SUBLICENSOR's judgement, do not have a satisfactory high quality.

- 5.2 SUBLICENSOR's investigations shall not release SUBLICENSEE from its responsibility for the satisfactory high quality of its products. SUBLICENSEE undertakes to hold SUBLICENSOR harmless against any claims made by third parties against SUBLICENSOR based on the use of Trademark by SUBLICENSEE and to compensate SUBLICENSOR for any damages arising from such claims by third parties.
- 5.3 Liability of SUBLICENSOR is limited to the Raw Materials delivered to the SUBLICENSEE. SUBLICENSEE is liable for any faultiness that can be put down to SUBLICENSEE's use of the Raw Materials during the processing, compounding methods, packaging or transportation.
- 5.4 SUBLICENSOR is not liable for the quality of the Products manufactured by the SUBLICENSEE.
- 5.5 SUBLICENSEE herewith grants SUBLICENSOR the right free of charge, for the term of this Agreement, to mention the existence of this Agreement and to use any form of tradename, logo or sample of Product in his public relation activities.

Article 6 - Warranties and Obligations

- 6.1 a) SUBLICENSOR represents and warrants that it has the right and power to grant the sublicense granted pursuant to Article 2.1.1. SUBLICENSOR does not represent or warrant that the use of the licensed rights does not infringe any Intellectual Property- or other rights owned by third parties in the Territory.

b) Unless caused by wilful misconduct and other than explicitly mentioned in this Agreement SUBLICENSOR shall not be liable out of or in connection with this Agreement for damages suffered by SUBLICENSEE caused by a culpable breach of any obligation by SUBLICENSOR; in particular (but not limited to) this exclusion of liability shall apply to any breach of contractual or pre-contractual duties or obligations and respective contractual and pre-contractual claims and to claims based on tort. Furthermore, it is expressly understood that SUBLICENSOR does not make any warranty for the fitness of the Raw Material for a particular purpose. SUBLICENSOR has no obligation to defend or hold SUBLICENSEE harmless against any suit, claim or demand, based on an actual or alleged infringement of any Intellectual Property- or other rights owned by a third party.

6.2 a) SUBLICENSEE represents and warrants that all Products as well as promotional, packaging and advertising material relating thereto will use the Trademark Tonalin® to the exclusion of other products containing conjugated linoleic acid.

b) SUBLICENSEE represents and warrants it will use the Trademark Tonalin® only on products which contain a Minimum Amount of Tonalin® conjugated linoleic acid.

c) SUBLICENSEE represents and warrants that it will use the Trademark Tonalin® only on products that bear product benefit claims supported by generally acknowledged scientific evidence.

d) SUBLICENSEE represents and warrants that it will not sell Products with the TRADEMARK which are spoiled, adulterated or not in good or merchantable quality due to any other reason.

e) SUBLICENSEE represents and warrants that all its promotional, packaging and advertising material related to Products strictly adheres in all respects to the usage guidelines and logo reproduction standards set forth in the Tonalin® CLA Corporate Logo Identity Standards document in its actual version. SUBLICENSEE acknowledges receipt of the current version of said document (**Schedule 2**). Licensor is entitled to update or amend Schedule 2 from time to time. In the event of any discrepancy between this Agreement and said document, this Agreement shall prevail.

f) SUBLICENSEE represents and warrants that the use of Raw Material in combination with other substances does not in any way affect the safety of Raw Material nor the rationale of the marketing of Tonalin® conjugated linoleic acid by SUBLICENSOR.

g) SUBLICENSEE shall in its business affairs comply with all regulations and laws prevailing in the Territory, including, but not limited to, the rules of fair trade.

Article 7 – Duration and Termination

- 7.1 This Agreement shall come into force on September 01, 2018 (the EFFECTIVE DATE) subject to any approval by authorities which may be necessary, upon its execution by the parties hereto, and shall remain in force for a period of one year and four months until December 31, 2019. The validity of this Agreement shall remain unaffected by the expiration of the term of protection of any of the Trademark, a renewed or repeatedly renewed Trademark taking the place of the corresponding expired one.
- 7.2 Either party shall have the right to terminate the Agreement for an important reason without giving previous notice to the other party, especially in the event that the other party infringes provisions of this Agreement and does not stop such infringement within 30 (thirty) days after written warning from the party calling attention to such infringement, or in the event that the other party changes its legal organization, becomes insolvent or suspends its operations, or in the event of the sale, fusion or confiscation of the other party's assets by a government authority, or in the event that either party loses, against its will, part or all of its holding in the voting stock of the other party.
- 7.3 Upon termination of the Agreement SUBLICENSEE shall no longer use Trademark and shall not use any designations or designs which are confusingly similar to the Trademark concerned in sound, appearance or meaning.
- 7.4 SUBLICENSOR may by written notice terminate this Agreement immediately with respect to any Trademark if SUBLICENSEE or any of its Affiliates
- 7.4.1 opposes or assists any third party to oppose the grant of registration on any Trademark application or disputes or directly or indirectly assists any third party to dispute the validity of any of the Trademark; or
 - 7.4.2 contests or disputes the SUBLICENSOR's entitlement to its license of any of the Trademark; or
 - 7.4.3 uses any of the Trademark outside the TERRITORY, or
 - 7.4.4 permits any third party to use the Trademark; or
 - 7.4.3 uses or seeks registration for a trademark which is in SUBLICENSOR's opinion confusingly similar to any of the Trademark.

- 7.5 Upon receipt of the notice of termination of this Agreement, SUBLICENSEE shall provide SUBLICENSOR with a complete schedule of all inventory of Raw Material and Products co-branded with the Trademark. SUBLICENSEE shall remain entitled to use the rights granted under Article 2.1 until the effective date of the termination, always provided that this Agreement has not been terminated pursuant to Article 7.4, in which cases SUBLICENSOR shall be entitled to demand the discontinuation of the use of the licensed rights under Article 2.1 and the sale of Products with immediate effect. SUBLICENSOR may in its discretion entitle SUBLICENSEE beyond the effective date of termination to continue the use of the licensed rights under Article 2.1 to the extent allowing SUBLICENSEE to meet his obligations for the sale of Products incurred prior to receipt of the notice of termination or to sell off his stock in the ordinary course of business, in any case however no longer than six (6) months after the effective date of the termination.
- 7.6 No indemnity, claim or compensation, including, but without limitation to, damages on account of loss of prospective profits shall be due to either party by reason of termination of this Agreement for whatever reason. It is, however, expressly understood that all other claims of either party against the other party which may have arisen prior to the termination or which are based on acts or events which led to such termination of this Agreement shall survive the termination of this Agreement.
- 7.7 No claims for damages can be lodged by reason of the termination of this Agreement, unless the terminating party has acted in default. No further compensation will be due.

Article 8 - Severability

In the event that one or more provisions of this Agreement is null and void, the validity of the other provisions of this Agreement shall not be affected thereby. The parties hereto undertake to replace such invalid provisions by other provisions whose effect is as close to the originally intended effect as possible.

Article 9 - Assignment

SUBLICENSOR shall be entitled to assign its rights and obligations according to this Agreement to any third party.

Article 10 - Modification

No amendment or supplement to this Agreement shall be effective unless made in writing and signed by both parties hereto.

Article 11- Applicable Law and Arbitration

- 11.1 This Agreement shall be governed by, and construed in accordance with, the substantive laws of the Federal Republic of Germany, as far as peremptory provisions of the laws of another country do not constitute a bar thereto.
- 11.2 Any disputes arising from, regarding the validity of or in connection with, the present Agreement shall be finally settled by a court of three arbitrators of the Zurich Chamber of Commerce, sitting in Zurich, pursuant to the Arbitration and Conciliation Rules established by the Zurich Chamber of Commerce. Each party shall appoint one arbitrator.
- 11.3 In the event that for any reason any suit arising out of or relating to this Agreement is brought by one party against the other, the prevailing party shall - to the extent it prevails - be entitled to recover from the losing party its court fees, expenses and out-of-court costs, to the extent that they are reasonable for the legal action taken.

This Agreement shall be made out in three copies in the English language, each party receiving one English version; the third copy is intended for submission to the pertinent authorities, if required.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the day first above written.

Monheim,

BASF Personal Care and Nutrition GmbH

Rovato,

IAF Network Srl.

IAF NETWORK SRL
Sede Legale e Operativa:
Via Salvafia, 43 - Il Traversa
25038 ROVATO (BS)
Partita IVA 02424060982
Tel. +0039 030 77 51 464 - Fax +0039 030 77 56 617
www.iafstore.com

Schedule 1 - Territory

- European Union (except Spain, Finland and UK)

Schedule 2 - Tonalin® CLA Corporate Logo Identity Standards

Tonalin® CLA Corporate Logo Identity Standards

The Tonalin® logo must appear in
PMS 342/GREEN (100C, 0M, 69Y, 43K),
PMS 123/YELLOW (0C, 30.5M, 94Y, 0K)
and solid BLACK

Exceptions to this rule are:

- The logo may appear over solid black, with the mark in its original GREEN and YELLOW.
- The logo may appear in 2 colour, if necessary.
- The logo may appear on an even background if sufficient contrast exists between the mark and this background. Thus, the background value must be lighter than and nonconflicting to the colours in the mark. This applies to an even background of colour, photo or illustration.

Any applications to a background field other than what is outlined here must be approved by BASF.

When applying the Tonalin® logo to any printed material, the final size of the mark CANNOT be smaller than 18 mm in total length.

You may not contour the logo, distort the logo or change it in any way from how it appears in the Logo Standards Corporate Standards Guidelines.

NOTE: These standards apply to all advertising, marketing, product labeling and literature that contain Tonalin® CLA from BASF

Recommended copy to appear with the Tonalin® logo, when it appears as an ingredient to an existing product would be:

- “This product contains TONALIN® conjugated linoleic acid”
- “Contains TONALIN® conjugated linoleic acid”
- “With TONALIN® conjugated linoleic acid”

The following reference line is mandatory for all product packages, advertising and marketing material which include the Tonalin® logo and is to be included in the respective local language:

- “Tonalin CLA® is an exclusively licensed product of BASF Personal Care and Nutrition GmbH.”

When paring the logo with other information in this application it is recommended that you use a sans serif typeface that is equal or lesser weight to the Tonalin typeface, AND or equal or lesser size to the lowercase character height or the word Tonalin being used.

When using “Conjugated Linoleic Acid” in conjunction with the Tonalin logo, the type size used CANNOT exceed more than one-half the total height of the Tonalin logo. When using the abbreviation “CLA”, you may NOT exceed the height of the typography used in the Tonalin logo itself.

The product label needs to comply with the respective legislation in your country.

A reference that pregnant and lactating women should not take Tonalin® CLA is mandatory.

NOTE: If there is a question as to whether your usage is acceptable, please contact BASF for approval.

Schedule 3 - Tonalin- trademarks:

Trademark Application ID	Mark Name	Country	Status	Application Number	Filed Date	International Classes	Application Type	Owners
<u>81599395</u>	TONALIN LOGO	European Union IPO	Registered (Eingetragen)	873732	2005- 11-14	1	International Registration	Aker BioMarine AS
<u>81604746</u>	TONALIN	European Union IPO	Registered (Eingetragen)	489104	1997- 03-12	5	National Registration	Natural ASA
<u>81604910</u>	TONALIN	European Union IPO	Registered (Eingetragen)	4187696	2004- 12-13	1,5,29,30,32	National Registration	Natural ASA