

Trademark License Agreement

between

GELITA AG
Uferstraße 7
69412 Eberbach/Germany

– hereinafter referred to as “**GELITA**” or “**Party**” –

and

IAF Network SRL
Via Flero 46
25125 Brescia/Italy

– hereinafter referred to as “**Licensee**” or “**Party**” –

– GELITA and Licensee jointly also the “**Parties**” –

Preamble:

GELITA is the owner of the trademark FORTIBONE® in the Annex (“**Trademark**”).

Licensee is procuring certain products from GELITA which are marketed by GELITA under the Trademark and is using such products as ingredients in certain of Licensee's products.

Licensee desires a limited license from GELITA for the use of the Trademark for certain of Licensee's products, and GELITA is willing to grant Licensee such limited license subject to the terms and conditions of this trademark license agreement (“**Agreement**”). Licensee's products bear licensee's own B2C trademark. Licensee understands that the GELITA Trademark is used as a supportive tool for marketing. Licensee's B2C trademark shall be dominant in the communication and appearance of Licensee's products.

Against this background, the Parties agree as follows:

§ 1 License Grant

- (1) GELITA hereby grants Licensee a non-exclusive, non-transferrable, limited license to mark Licensee's products listed in the **Annex** with the Trademark (the "Product(s)"), to distribute and sell the Products and to make advertising for the Products, subject to the further terms and conditions of the Agreement. Limited to the extent required in the manufacturing process (for example, if Licensee uses third party sources in the manufacturing process), the license is sub-licensable.
- (2) If GELITA changes the Trademark (or replaces or abandons it), it will inform Licensee thereof reasonably in advance, and Licensee will use the Trademark as changed or replaced (but no longer the Trademark initially licensed) once the change is implemented. If necessary, GELITA and Licensee will discuss in good faith a transitional period within which Licensee can further use the Trademark as initially licensed.
- (3) The License is being granted only for the following marketing channels:
 - Online / internet sales
 - Retail
 - ~~Health care providers / Practitioners / Physiotherapists (Promotion via medical specialists & doctors)~~
 - ~~Pharmacies~~
 - ~~Specialty stores (drugstores, health food stores etc.)~~
 - ~~Multi-Level Marketing / Direct Marketing~~
 - ~~Direct Mailing~~
 - ~~Direct Response Television~~
 - ~~Hospitals / Nursing Homes / Post-surgery home-feeding~~

§ 2 Territory

The license is limited to the territories set forth in the **Annex**.

§ 3 Use and quality requirements

- (1) Licensee will emphasize the trademark character of the Trademark by adding the ® symbol whenever it uses the Trademark on packaging material and in publicity measures. Furthermore, Licensee will use the Trademark only for the Products and only in a manner that meets the high quality standards and supports the reputation of GELITA. From time to time GELITA can provide Licensee with further detailed specifications on the use of the Trademark, and Licensee will comply with them (if reasonably necessary, after a short transitional period). Should Licensee have issues with the detailed specifications, it will notify

GELITA thereof, and the Parties will discuss in good faith a solution which is acceptable to both of them.

- (2) Upon reasonable request of GELITA, Licensee will provide GELITA with sample Products, sample advertising materials and samples of other items at which the Trademark is used by Licensee at no charge. Licensee will provide such quantities which are reasonably required for GELITA to analyze if Licensee complies with the quality requirements described or referenced in the Agreement. In addition, GELITA is entitled to inspect the Products and Licensee's advertisement material and publicity means by entering Licensee's business premises during normal business hours; Licensee will assist, during normal business hours, anyone delegated by GELITA to this effect in his inspection. Should GELITA detect quality issues, it will communicate such issues to Licensee, and Licensee will eliminate them without undue delay.
- (3) Licensee will not distribute, sell, or make advertisement for, Products or use the Trademark in other manners which do not meet the quality requirements or to use the Trademark outside the limited license granted herein.
- (4) Licensee will inform GELITA if it becomes aware of a use of terms, symbols or other items, which might infringe GELITA's rights in the Trademark or which might cause otherwise confusion with respect to the Trademark.

§ 4 Payments

The license is granted free of charge.

§ 5 Warranty

The Trademark is licensed on an "as is"-basis without any kind of warranty or liability.

§ 6 Liability

- (1) Except for damage caused by willful misconduct or gross negligence and except for damage which falls under the German Product Liability Act (Produkthaftungsgesetz), each Party's liability is excluded.
- (2) Licensee bears full and sole responsibility for its Products under the German Product Liability Act (Produkthaftungsgesetz) and similar local law of other countries. In the case that Licensee is prevented from bearing the sole liability for the Products, and GELITA is – pursuant to the applicable law – to assume liability instead, Licensee shall pay to GELITA compensation of the total of such damage incurred by GELITA.

§ 7 Confidentiality

The Parties will keep the Agreement confidential.

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§ 8 Term and Termination

- (1) The Agreement comes into effect upon signing by the both Parties and shall remain in effect for a term of five (5) years. Unless extended by written extension agreement, it will expire automatically thereafter.
- (2) Each Party has the right to terminate the Agreement for cause. If the cause is a breach of the Agreement by the non-terminating Party, the terminating Party will set the non-terminating Party a grace period in writing of, in general, at least thirty (30) calendar days in order to allow the non-terminating Party to cure the breach; in this case termination for cause is possible (in writing) after fruitless expiration of such grace period.
- (3) GELITA can terminate the Agreement in whole or in part (for example, for specific Products) in writing should it decide to abandon or otherwise make changes to the Trademark – § 1 (2) remains unaffected.

§ 9 Other

- (1) Mandatory statutory provisions on exhaustion remain unaffected.
- (2) A change to the Agreement requires, without prejudice to § 1 (2) a written change agreement.
- (3) Should a provision of the Agreement be held invalid or unenforceable, this shall not affect the validity of the remainder of the Agreement. It is the intention of the Parties that such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which reflects the intention of the Parties at signing as best as possible.
- (4) The Agreement is governed by the laws of Germany without to its conflict-of-laws-rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The courts of Mannheim (Germany) shall have exclusive jurisdiction.

Annex

1. Trademark(s) (including territory):

FORTIBONE® - Australia, Bahrain, European Union, Indonesia, Japan, Oman, Singapore, Turkey, USA

2. Customer Product(s):

INTEGRATORE ALIMENTARE/
FOOD SUPPLEMENT
con edulcorante/
with sweetener

ARTICOLAZIONI

Osteocol

10 g collagene/
10 g collagen

FORTIBONE®
Collagen Matrix Stimulation

30 bustine/ sachets x 11 g
330 g

Gusto/ Flavour: pesca/ peach

YAMAMOTO
RESEARCH

3. Trade Mark Logo & Design

- Orange: Pantone 143c
- CMYK 0/40/100/0
- HKS 6
- RGB 247/166/0
- Gray: 80% black

FORTIBONE®
Collagen Matrix Stimulation

Harmoniously integration in the package design is desired. Alternatively if needed for harmonized package design

- Black or white

FORTIBONE®
Collagen Matrix Stimulation

Registration number: IR mark 1084013, classes 1, 5, 29