



GENERAL CONDITIONS FOR A TRADEMARK LICENSE AGREEMENT

BETWEEN

FUTURE LIVE SRL ACR UNIP.

AND

IAF NETWORK S.p.A.

Alessandro Coradi

1. This Agreement is made effective as of this 18 day of May, 2022 by and between
 - a. LICENSORS: **Future Live Srl acr Unip.**, a company duly registered and existing under the laws of Italy, having its principal place of business at **Via crivellin, 7 – 37010 Affi (VR)**, with Italian identification number _____.
 - b. LICENSEE: **Iaf Network S.p.A.**, a company duly registered and existing under the laws of Italy and having its principal office and business At via Flero 46 torre Sud, 25125 BRESCIA
And Alessandro Coradi as CEO

2. In accordance with this Agreement, Licensee is granted a royalty free, non-exclusive license to use, display, reproduce, and publish **M76 CoralMinerals®** Trademarks, in connection with the manufacture, sale, use, or promotion of Licensee's Product under the following conditions:
 - a. CONDITIONS OF USE: Licensee agrees that **M76 CoralMinerals®** Trademarks shall not be used as a primary trademark in relation to Licensee's Products. Primary trademark means a trademark used to identify and designate the Licensee's Products. Accordingly, the Licensee's Products shall be identified by a Primary Trademark different from **M76 CoralMinerals®** Trademarks. Licensee shall use **M76 CoralMinerals®** Trademarks only in the form and with the requirements provided as set forth in **M76 CoralMinerals®** Trademark Standards, which are attached as Annex A hereto and a part of this Agreement. Due to changes on the internal management policy of **M76 CoralMinerals®** Trademarks, **Future Live Srl acr Unip.** may introduce changes and amendments on **M76 CoralMinerals®** Trademark Standards during the Contract Term. Should that be the case, **Future Live Srl acr Unip.** would provide with a 7 day's notice. After the notice period, the new Licensee's Products manufactured shall comply with the requirements of the new **M76 CoralMinerals®** Trademark Standards. **Future Live Srl acr Unip.** will support and cooperate with Licensee during the process of introducing the new changes of the **M76 CoralMinerals®** Trademark Standards. Licensee will be entitled to sell all the Licensee's



Products in stock according to the previous **M76 CoralMinerals®** Trademark Standards.

Changes that affect Licensee's website must be implemented as soon as possible.

Licensee shall not do anything to diminish or demean the good reputation of **M76 CoralMinerals®** Trademarks. Such forbidden practices may include, but are not limited to, (i) using other commercial source of Coral calcium for Licensee's Products including **M76 CoralMinerals®** Trademarks or (ii) using **M76 CoralMinerals®** Trademarks together with trademarks of **Future Live Srl acr Unip.** competitors in such way that **M76 CoralMinerals®** Trademarks may suffer from dilution or confusion with other companies' products.

- b. **PRODUCT AND COMPLIANCE WITH APPLICABLE LAW:** Licensee will furnish **Future Live Srl acr Unip.**, in a timely manner, the names of the Licensee's products and their composition that will carry **M76 CoralMinerals®** Trademarks. The Licensee's Products shall contain the minimum **M76 CoralMinerals®** Ingredient set on **M76 CoralMinerals®** Trademark Standards. Licensee agrees that the ingredients of the final product shall be of a similar quality to the **Future Live Srl acr Unip.** Products sold under **M76 CoralMinerals®** Trademarks.

Licensee agrees that all products bearing **M76 CoralMinerals®** Trademarks shall comply with all applicable laws and regulations in the Territory pertaining to the sale and distribution and promotion of the goods covered by this Agreement. Any review of Licensee's Products for compliance with **Future Live Srl acr Unip.** licensing and trademark standards by **Future Live Srl acr Unip.** does not constitute an opinion by **Future Live Srl acr Unip.** that Licensee's Products comply with legal or regulatory requirements

- c. **APPROVAL PROCEDURES:** Licensees agrees that the Licensee's Products including **M76 CoralMinerals®** Trademarks and the publicity materials for their promotion shall be previously approved by **Future Live Srl acr Unip.** to confirm their compliance with **M76 CoralMinerals®** Trademark Standards. In this regard:

i. No later than 45 days prior to launch into the market of each Licensee's Products containing the specific **Future Live Srl acr Unip.** Mark(s), Licensee must submit to **Future Live Srl acr Unip.** for samples (mock-up) for its approval.

ii. Similarly, Licensee shall provide **Future Live Srl acr Unip.** with a detailed description of Licensee's proposed use of the **M76 CoralMinerals®** Trademarks in Publicity Materials relating to Licensee's Products, no later than 45 days prior to the launch of the advertising campaign.

iii. Licensee shall provide a detailed description of the use in Internet, together with the proposed print-outs of the sites in which the **M76 CoralMinerals®** Trademark will be used.



A submission for approval shall be deemed approved unless **Future Live Srl acr Unip.** delivers a written notice within 30 business days after the receipt of the request for approval. Approval by **Future Live Srl acr Unip.** shall not be construed as a determination that the approved matter complies with all applicable regulations and laws or other provisions of this Agreement.

- d. TERRITORY OF USE: The territory of this License will cover the following countries: EUROPE, BALKANS, MIDDLE EAST ,USA
Additionally, the License covers the use of **M76 CoralMinerals®** Trademarks on any website of the Internet, in compliance with the requirements set hereto. The use of **M76 CoralMinerals®** Trademarks on the Internet cannot be done in a language which is not official in any of the licensed territories.
- e. THIRD PARTY RIGHTS. The Licensee will implement Licensor's instructions where there is the risk of infringement of a third party's right for a particular territory.
- f. TERM OF THE AGREEMENT: The agreement will be in force while (i) Licensors remain the exclusive providers of the Coral calcium to the Licensee for the Territory of Use (in the understanding that this exclusivity is only binding on the Licensee and that the Licensor is free to provide the Coral Calcium to other third parties in the Territory of Use; and (ii) as long as the Licensee complies with the requirements detailed on **M76 CoralMinerals®** Trademark Standards.
- g. EFFECTS OF THE TERMINATION OF THIS AGREEMENT: Upon termination of this Agreement, unless otherwise agreed to by **Future Live Srl acr Unip.** and Licensee in writing, Licensee shall immediately cease using **M76 CoralMinerals®** Trademarks on its products and materials and on the website. Licensee shall have three (3) months in which to dispose of inventory and materials carrying **M76 CoralMinerals®** Trademarks created prior to the date of termination. No disposal period shall apply if the termination was a result of a breach of this Agreement by Licensee.
- h. RIGHTS OF THIS AGREEMENT: All rights, title, and interest in and to the **M76 CoralMinerals®** Trademarks remain the exclusive property of **Future Live Srl acr Unip.**. Any goodwill arising from the use of the Trademarks by Licensee shall inure to the benefit of **Future Live Srl acr Unip.**.
- j. INDEMNIFICATION: Licensee shall defend, indemnify, and hold harmless Licensor from and against any and all liability, loss, claims, suits, actions, proceedings, judgements, awards, damages and expenses (including attorney's fees) that they may incur as a result of Licensee's breach of this Agreement and/or the wrongful use of the **M76 CoralMinerals®** Trademarks.

- k. **APPLICABLE LAW:** This Agreement shall be governed by the laws of Italy any dispute arising related to it will be resolved by the Courts of the city of Verona.

- l. **NOTICE:** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by hand delivery, by a reliable overnight courier, or other similar and reliable carrier, which shall be addressed to each party as oral notice for informing the other party of when prompt notification is appropriate, but such oral notice shall not satisfy the requirement of written notice.

Contact for Licensor: info@future-live.com
Phone: +39 340 1420447
Fax: +39 045 6269361

Contact of Licensee: Silvia.d@iafnetwork.com
Phone: +39 030 7751464

If the points listed above are acceptable, please sign duplicate originals of this Agreement and return all originals to **Future Live Srl acr Unip.**. Upon review and acceptance of this Agreement by **Future Live Srl acr Unip.**, one countersigned copy will be returned to you for your records.

Future Live Srl acr Unip.,

Signature: _____

Name: Daniele Pachera

Title: General Manager

Date: _____

LICENSEE: _____

Signature: _____

Name: Alessandro Coradi

Title: CEO

Date: 18/05/2022



IAF NETWORK S.p.A.
Sede Legale/Amministrativa:
Via Flero 46-25126 Brescia (BS)-Torre Sud
P.IVA e C.F. 02424060982
Tel. 39 030.7751464
E-mail: info@iafnetwork.com

ANNEX A

M76 CoralMinerals® TRADEMARK STANDARDS

1. Graphic M76 CoralMinerals® Logos.

The following standards should be used when displaying **M76 CoralMinerals®** Trademarks:



Whenever **M76 CoralMinerals®** Trademarks is used, it must appear on the package, printed materials, or website the following: “**M76 CoralMinerals®**” *is a trademark owned by Future Live*”.

2. Product Requirements

M76 CoralMinerals® Trademarks may only be used on products containing **M76 CoralMinerals®** Ingredient and with the approval of Future Live in accordance with the License Agreement.

3. Trademark Placement:

- **On Packaging**

Placement on the front label panel is preferred. If possible, the two-color version of the **M76 CoralMinerals®** Logo shall be used. It shall be used the entire **M76 CoralMinerals®** Logo and included the ® symbol as indicated.

The **M76 CoralMinerals®** Logo should be at least ½ in. (12.7mm) wide surrounded by at least ¼ in. (6.35mm) clean space. The minimum width of the **M76 CoralMinerals®** Logo is ½ in. (12.7mm)

M76 CoralMinerals® shall not be used within the body of a packaging ingredient statement. A formal description of the product declaration shall be used as follows:

M76 CoralMinerals®

- **On Print and Collateral Materials**

We recommend using the **M76 CoralMinerals®** Logo in print or collateral materials that promote your product containing **M76 CoralMinerals®** Ingredient. The **M76 CoralMinerals®** Logo shall be displayed close to or on the same page as your product logo.

- **On Websites**

The **M76 CoralMinerals®** Logo shall be displayed on the same web page as your product containing **M76 CoralMinerals®** Ingredient.

- **Registered Trademark Placement**

The ® Registered Trademark symbol must be used next to **M76 CoralMinerals®** Logo.

Trademark status is subject to change as registrations issue. Please contact Future Live Srl, SL for the most current trademark registration status, or if you have a product use for **M76 CoralMinerals®** Ingredient that is other than a food supplement or dietary supplement.

Please contact Future Live, to address questions of use, placement and associated terms for **M76 CoralMinerals®** Trademarks.

Future Live

Contact for Licensor: Future Live Srl acr Unip.
info@future-live.com
Phone: +39 340 1420447
Fax: +39 045 6269361