

CO-BRANDING CONDITIONS

BIOACTOR B.V. is the owner of the WATTS'UP™ word mark and WATTS'UP logo (as attached hereto) (jointly "TRADEMARK"). BIOACTOR has developed and uses the TRADEMARK in connection with BIOACTOR's sports nutrition ingredient WATTS'UP ("WATTS'UP").

IAFNETWORK SRL ("PARTNER") wish to use the TRADEMARK in connection with its branded sports nutrition product destined to the consumer market and containing WATTS'UP ("PARTNER PRODUCT").

BIOACTOR and PARTNER agree on the following conditions for such use:

1. Subject to full compliance with the conditions set forth hereafter, BIOACTOR hereby grants PARTNER a free, limited, non-exclusive and non-transferable license to use the TRADEMARK in connection with the promotion and sale of PARTNER PRODUCT in EACH COUNTRY ("LICENSED MARKET").
2. PARTNER shall obtain its total requirements of WATTS'UP from BIOACTOR or from an authorized distributor of BIOACTOR or from a contract manufacturer that obtained WATTS'UP from BIOACTOR or an authorized distributor of BIOACTOR.
3. PARTNER shall not use any other citric flavonoid ingredient than WATTS'UP in PARTNER PRODUCT. Moreover, PARTNER PRODUCT shall contain the daily recommended dose of WATTS'UP (=500mg).
4. PARTNER shall not promote or offer for sale PARTNER PRODUCT in conjunction with the TRADEMARK outside the LICENSED MARKET.
5. PARTNER shall label each PARTNER PRODUCT with the TRADEMARK:
 - a. in accordance with the specified layout, font, form and colours as specified in the Attachment;
 - b. whereby the WATTS'UP Logo is used as a secondary trademark, which shall be not bigger in size than 50% of the brand of PARTNER PRODUCT;
 - c. whereby the whole lay-out of the label has been approved in writing by BIOACTOR prior to the promotion and sale of PARTNER PRODUCT.
6. PARTNER shall accompany each use of the TRADEMARK, be it on websites, printed materials or the PARTNER PRODUCT, with the™ symbol and the following sentence at the bottom of the same (web)page or label: *"WATTS'UP™ is a trademark of BIOACTOR B.V."*.
7. PARTNER shall inform BIOACTOR without delay when becoming aware of any infringement of the TRADEMARK in the LICENSED MARKET.

8. PARTNER shall not directly or indirectly register the TRADEMARK or attack the validity of the TRADEMARK.
9. PARTNER shall defend, indemnify and hold BIOACTOR harmless from any claim, liability and cost which may arise in connection with the promotion and sale of the PARTNER PRODUCT.
10. This Agreement and the license granted hereunder shall become effective as of the date of this Agreement written below and shall renew for subsequent periods of one (1) year, unless terminated by either party by six (6) months prior written notice to the other party. Any violation of any of the above conditions shall entitle BIOACTOR to terminate this Agreement and the license forthwith. PARTNER shall cease any use of the TRADEMARK when the termination has become effective.
11. This Agreement is governed by Netherlands Law. Any dispute about this Agreement that cannot be amicably resolved may be submitted to the courts of Amsterdam.

This Agreement comes into effect on 06/09/2018

For BIOACTOR

signed by:

Hans van der Saag
Managing Director

For IAFNETWORK SRL

signed by:

ALESSANDRO CORADI
CEO

IAF NETWORK SRL
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ATTACHMENT

WATTS'UP LOGO

WATTS'UP[®]