

TRADEMARK LICENSE AGREEMENT

PREPARED FOR: IAF NETWORK S.p.A. (hereafter the licensee)

PREPARED BY: NEKTIVM PHARMA, S.L. (NEKTIVM), represented by BECARRE Natural

DATE: 25.05.2022

AGREEMENT: Trademark license agreement between NEKTIVM PHARMA, S.L. and IAF NETWORK S.p.A. for the use of the brand Zynamite®

nektivm

Introduction

Zynamite® is a registered brand by Nektium Pharma S.L. that corresponds to a patent-pending extract of *Mangifera indica*, standardized to 60% mangiferin. The product is developed and supplied by NEKTIUM PHARMA, S.L. (NEKTIUM)

Applications

- Sports performance
- Mental energy
- Caffeine replacement

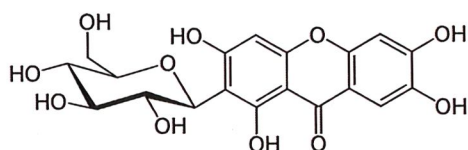
Source

- *Mangifera indica* - leaves

Bioactive ingredients Zynamite®

- Mangiferin ≥ 60%

Chemical structure of active substances



Product background

Zynamite® is Nektium's patent-pending proprietary *Mangifera indica* extract standardized to ≥ 60% mangiferin.

Zynamite® activates brain waves and increases Long-Term Potentiation in a remarkably similar pattern to caffeine. While caffeine antagonizes adenosine receptors, Zynamite® acts non-selectively on multiple CNS targets to stimulate brain activity without causing side-effects.

Zynamite® is protected by Patent Application 20180021397 Compositions for Enhancing Brain Activity.

Presentation

Free flowing powder, mostly soluble in water



With respect to any product or formulation containing Zynamite®, the licensee agrees:

1. To purchase and/or advise its manufacturer to purchase and manufacture on the licensee's behalf, Zynamite® directly from NEKTIUM.
2. It is only valid in the described TERRITORY-. In this particular case it refers to the geographic ambit of Italy.
3. To list the name Zynamite® on all product ingredient panels and submit label to NEKTIUM for final approval.
4. To identify Zynamite® as a Trademark of NEKTIUM and to include the Zynamite® logo on the product label and in advertising materials.
5. It will not display the name, identify or market Zynamite® with any generic material, logo or artwork not supplied or approved by NEKTIUM.
6. This agreement applies to all products containing Zynamite® whether manufactured, sold, distributed or marketed by the licensee and/or others.
7. Other than for use in manufacturing the licensee's own product, the licensee shall not resell or supply Zynamite® in bulk raw material form, either directly or indirectly, to any third party.
8. If the licensee is not the manufacturer, NEKTIUM shall be informed about the name and address of the licensee's manufacturer.
9. If Nektium's customer is a contract manufacturer, and supplies, but does not own or control, the finished product, the contract manufacturer shall inform its customer about the terms and conditions of this agreement.
10. Nektium reserves the right to terminate the current Trademark license agreement at any given point in time, with prior notice giving the customer the right to sell the existing stock for not more than 6 months.
11. The brand name or any message included in the end product packaging, shall not create any type of confusion or similarity with the Zynamite brand.

Additionally, the customer shall provide NEKTIUM with a current or known future list of products containing Zynamite®. The customer must update any additions and deletions to this list annually.

The use of the brand Zynamite® requires that the provisions of this agreement be understood and accepted by all those who use and market it. NEKTIUM may refuse to supply or sell Zynamite® to any person or entity who fails to honor this agreement. However, the customer will be granted 6-month period to sell through inventory after receipt of written notification detailing the reasons for terminating this agreement. NEKTIUM may also pursue any and all



legal rights, remedies and recourse in the event of a breach of this Agreement.

This Agreement is binding upon the Customer, its successors and assigns. This Agreement shall be governed by, enforced under and interpreted in accordance with the laws of Spain, to which jurisdiction the parties, hereby, submit.





TRADEMARK

Zynamite

(210)/(260)Application number	017778648
(270)Application language	es
(220)Application date	2018-02-06
Second language	en
Application reference	ZYNAMITECOM
Trade mark office	EUIPO - EUIPO
(190)Registration office	EM
Receiving office number	E63488864
Receiving office date	2018-02-06
(550)Trade mark type	Figurative
(551)Kind of mark	Individual
(511)Nice classification	3,5,30
(531)/(532)Vienna classification	26.04.01, 26.04.09, 26.04.24, 27.05.07
Current trade mark status	Application opposed
Status date	2018-05-30
Opposition period start date	2018-03-12
Opposition period end date	2018-06-12
(521)Acquired distinctiveness	false



The following product(s) are submitted by the Customer for approval to include the ingredient Zynamite® according to the terms and conditions of the Trademark License Agreement.

Please indicate the (final product) brand and product trade name.

Yamamoto Nutrition® Mega SAUZER Lampone 300gr

Yamamoto Nutrition® Mega SAUZER Pompelmo 300gr

Name of Marketing Company

IAF NETWORK S.p.A., Vial Flero 46 Torre Sud, 25125 Brescia - Italy

Name and address of Manufacturing Company (if different from Marketing Company):

Nutrilinea S.r.l. Via Gran Bretagna, 1 - 21013 Gallarate (VA) - Italy

ACCEPTANCE OF AGREEMENT BY AUTHORIZED REPRESENTATIVE:

Company / Customer: IAF NETWORK S.p.A

Name / Title (please print): Alessandro Coradi , CEO

IAF NETWORK S.p.A.
Sede Legale/Amministrativa:
Via Flero 46-25125 Brescia (BS)-Torre Sud
P.IVA e C.F. 02424060982
Tel. 39 030.7751464
E-mail: info@iafnetwork.com

Signature _____

Date 25/05/2022

NEKTIUM APPROVAL:

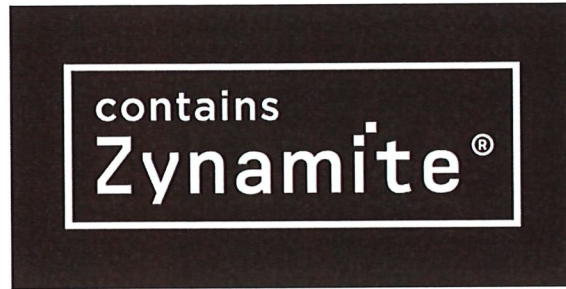
Name / Title (please print)



Signature _____

Date _____





It's important that our logo is always clear and readable. The logo is carefully developed artwork, so any modification of the logo is considered misuse. Only use approved digital artwork provided by NEKTIUM for this logo.

Ask for the files 'StyleGuideZynamite.pdf' and 'contains_zynamite_isologo.ai'

