

Trademark License Agreement

between

AlzChem AG

Dr.-Albert-Frank-Str. 32
83308 Trostberg
Germany

(- hereinafter referred to as "LICENSOR" -)

and

IAF Network srl

Via Salvella II Traversa, 43
25038 Rovato Brescia
Italy

(- hereinafter referred to as "LICENSEE" -)

Preamble

WHEREAS, LICENSOR is owner and unlimited user of the trademark families Creapure® and Creapure (logo)® which are filed or registered in the countries according to Annex 1.

WHEREAS, LICENSOR is patentee of certain patents that protect methods for the manufacture of Creatine(-monohydrate).

WHEREAS, LICENSEE is manufacturer and distributor of dietary supplements for sports men and other persons that intend to increase their body muscle mass by an intake of Creatine(-monohydrate).

WHEREAS, with regard to TRADEMARK LICENSEE intends to take a license from LICENSOR and LICENSOR is willing to grant such license to LICENSEE.

NOW, THEREFORE, LICENSOR and LICENSEE agree as follows:



§ 1 Definitions

"LICENSED MARKET" covers the use of TRADEMARK in the context of dietary and food supplements, which are used to support an increase of lean body mass or to build muscle mass or to improve athletic performance and endurance in sports. Not comprised is the marketing and sale of such products either as cosmetic or as pharmaceutical product.

"LICENSEE-PRODUCT" means any product of LICENSEE including, consisting of or comprising PRODUCT.

"PRODUCT" means compounds and/or products consisting of or comprising creatine-monohydrate, each of them provided by LICENSOR.

"SUBLICENSE" means any license, that LICENSEE intends to grant or grants to THIRD PARTIES and that authorizes THIRD PARTY to use TRADEMARK within LICENSED MARKET.

"TRADEMARK" means the trademark families Creapure® and Creapure (logo)® according to Annex 1.

"THIRD PARTY" means any legal person that is authorized by LICENSEE to use TRADEMARK under SUBLICENSE.

§ 2 LICENSE

- (1) LICENSOR grants LICENSEE for the term of this Agreement a non-exclusive and non-transferable license to use the TRADEMARK. This use is limited to PRODUCT and LICENSEE-PRODUCT and its promotion, advertisement and sale pursuant to the terms of this Agreement.
- (2) LICENSEE agrees to exclusively obtain PRODUCT from LICENSOR or from authorized Distributor of LICENSOR or from Contract Manufacturer who is supplied with PRODUCT from LICENSOR or authorized Distributor of LICENSOR.
- (3) LICENSEE agrees to use the TRADEMARK only in connection with LICENSEE-PRODUCT which do not include, consist of or comprise any creatine, creatine derivatives or salt thereof out of sources not authorized by LICENSOR.
- (4) LICENSEE agrees to use TRADEMARK only within LICENSED MARKET.
- (5) LICENSEE is obliged to stop any activities concerned with TRADEMARK if/when this Agreement is terminated.



§ 3
Payments

LICENSEE is authorized by LICENSOR to use TRADEMARK under this Agreement royalty-free.

§ 4
Labelling, Obligations and Usage

- (1) LICENSEE is obliged to label any PRODUCT or LICENSEE-PRODUCT, that is promoted and/or sold or otherwise marketed within LICENSED MARKET according to the following requirements:
 - the trademark Creapure (logo)[®] has to be used in form of the specified layout with the specified form and colours;
 - the trademarks Creapure[®] and Creapure (logo)[®] have to be used beside the Licensee's main trademark as so-called secondary or minor trademark which characterizes the overall picture of the product in comparison to the main trademark in a less distinctive manner;
 - LICENSOR has to agree with the whole layout of the label by written approval before starting any marketing activities by LICENSEE; this concerns also the use of the TRADEMARK by any marketing partner of the LICENSEE in connection with the granting of any sublicense according to § 6 of this license Agreement.
- (2) LICENSEE is obliged to verify the use of TRADEMARK in LICENSED MARKET. The use has to be verified once a year at least two (2) months before termination of this Agreement.
- (3) LICENSEE is obliged to disclose a summary about the joint marketing activities in connection with the PRODUCT or LICENSEE-PRODUCT and the TRADEMARK according to Annex 2. This summary has to be disclosed once a year at least two (2) months before termination of this Agreement.

§ 5
Trademark Infringement

- (1) LICENSEE will inform LICENSOR without any delay, if LICENSEE becomes aware of any TRADEMARK infringement or any claim that TRADEMARK infringes proprietary rights of a third party. In this case LICENSOR in its sole discretion is authorized to decide whether and by which manner LICENSOR will take legal action in respect of the same. In this case LICENSOR will bear any according costs. Upon LICENSOR's request, LICENSEE shall cooperate with LICENSOR in connection with any such action. LICENSOR shall promptly reimburse LICENSEE its out-of-pocket expenses incurred in such cooperation.



- (2) In no event shall LICENSEE take any action on its own to enforce TRADEMARK without the prior written consent of LICENSOR. Nothing in this Agreement shall be considered an obligation of LICENSOR to take any action whatsoever against any unauthorized use of TRADEMARK.
- (3) In the case that LICENSOR is adjudged a compensation this compensation solely will be LICENSOR's. LICENSEE will give LICENSOR any necessary and expedient support for the enforcement of any according compensation. LICENSEE shall not be entitled to any claim of compensation in case LICENSOR recovers any amount from an infringement or, in any event, if LICENSOR refuses to pursue any claim against an infringer.

§ 6 Sublicenses

- (1) LICENSEE is authorized under this Agreement to grant SUBLICENSES to THIRD PARTIES. LICENSOR has to agree by written approval before signing an according SUBLICENSE-Agreement. LICENSEE will not grant THIRD PARTIES any rights or introduce obligations that do not correspond with the rights and obligations under this Agreement. LICENSEE is not authorized to grant THIRD PARTIES any right to grant further sub-licenses.
- (2) LICENSEE will keep LICENSOR informed during the term of this Agreement about any THIRD PARTY's interest in a SUBLICENSE. Before signing such SUBLICENSE LICENSEE will be provided by LICENSOR with a draft version of an according SUBLICENSE-Agreement with THIRD PARTY. LICENSOR reserves to itself a right to deny the grant of SUBLICENSE by LICENSEE.
- (3) LICENSEE will inform LICENSOR without delay if LICENSEE becomes aware of a violation of the SUBLICENSE-Agreement by THIRD PARTY or any other third party. On LICENSOR's demand LICENSEE will terminate SUBLICENSE-Agreement with the violating THIRD PARTY.

§ 7 Warranties and Rights

- (1) To the best of LICENSOR's knowledge the use of TRADEMARK within LICENSED MARKET does not infringe any proprietary right of third parties.
- (2) LICENSEE acknowledges that PRODUCT is a dietary supplement and does not comply with pharmaceutical regulations. LICENSEE acknowledges that any marketing of PRODUCT under pharmaceutical aspects will jeopardise the actual status of PRODUCT as dietary supplement and further may initiate a regulatory procedure as necessary for pharmaceuticals.

LICENSEE shall defend, indemnify and hold LICENSOR harmless from any claim, liability and cost which may incur as a result of negligence or other misconduct of LICENSEE, its advertising and sale of PRODUCT and LICENSEE-PRODUCT.

- (3) LICENSOR does not warrant any commercial success of the use of TRADEMARK in connection with the sale of PRODUCT or LICENSEE-PRODUCT. The risk of any commercial utilisation of TRADEMARK will be at LICENSEE.
- (4) LICENSEE acknowledges LICENSOR's rights to TRADEMARK and all registrations thereof and that those TRADEMARK registrations are valid. LICENSEE shall do nothing inconsistent with LICENSOR's rights to TRADEMARK and registrations thereof. All use of TRADEMARK by LICENSEE will inure to the benefit of and be on behalf of LICENSOR. Nothing in this Agreement shall give LICENSEE any right, title, or interest in other than the license to TRADEMARK in accordance with this Agreement. LICENSEE shall not contest LICENSOR's title to or the validity of TRADEMARK.

§ 8
Action for Annulment

LICENSEE is expressly obliged not to attack TRADEMARK by any action for annulment or by any other legal action, neither direct nor indirect.

§ 9
Confidentiality

The Parties to this Agreement will keep any provisions of this Agreement and any according information transferred under this Agreement under strict confidence and the Parties to this Agreement will not provide any third parties with according information, with the exclusion that such transfer is necessary for satisfying this Agreement. If information with regard to this Agreement has to be transferred to third parties, the transferring Party will oblige third party for confidentiality. Confidentiality is excluded if the Parties to this Agreement are obliged for the disclosure of information under legal provisions. Upon termination of this Agreement the receiving Party shall immediately cease to use transferred information and shall return all documents and copies thereof.

The recipient of confidential information is obliged under written demand to return any disclosed information including any copies and/or patterns, specimen, samples or product material.

§ 10
Term and Termination

- (1) This Agreement and the license granted shall become effective as of the last signature under this Agreement and shall remain in force until 31 July 2018. This Agreement and the license granted shall continue thereafter for subsequent periods of one (1) year unless and until terminated by either party by six (6) months prior written notice to the other Party.



- (2) Does any Party to this Agreement infringe any provisions of this Agreement, the other Party to this Agreement is authorized to demand by writing the correction of the Agreement contrary act within three (3) months after receipt of demand. Does the infringing party not meet the requirements, the other party is authorized to terminate this Agreement without delay.
- (3) LICENSOR is authorized to terminate this Agreement within ten (10) days by writing, if the state of ownership of LICENSEE changes. It is agreed that the state of ownership has changed if the majority of shares has changed the owner.
- (4) LICENSOR may terminate this Agreement immediately, under written notice to LICENSEE, if PRODUCT or LICENSEE-PRODUCT fails to be conforming to LICENSOR's standards of quality or of use standards.
- (5) As soon as this Agreement comes into effect any and all prior agreements, contracts, arrangements etc. between the Parties regarding the trademark of Creapure® und Creapure (logo)® become null and void.

§ 11 Mediation and Arbitration

- (1) This Agreement shall be governed by and construed in accordance with the laws of Germany.
- (2) In case any dispute between the parties concerning the application or construction of this Agreement can not be solved amicably the parties will try to resolve the dispute by mediation according to the Arbitration Rules of the German Institution of Arbitration to find an equitable solution for both parties.
- (3) If the mediation fails, each party has the right to open arbitration. The arbitral court will decide all disputes between the parties concerning the application or construction of this Agreement under exclusion of any further legal proceedings.

§ 12 Miscellaneous

The obligations of confidentiality shall survive the termination of this Agreement or any extension thereof for a period of five (5) years.

No amendment, modification or interpretation of this Agreement shall become effective unless made in writing and signed by the Parties hereto.

This Agreement is binding upon and shall be to the benefit of the parties hereto and their respective successors and permitted assigns, provided, however, that no party may transfer, assign or sublicense ("assign") this Agreement as a whole or any right or obligation hereunder without the prior written consent of the other party. In the event of a party furnishing to the other party a written consent authorizing that party to an assignment to a third party, such assignment shall only become effective upon the proposed third party assignee agreeing in writing to be bound by the terms and conditions of the Agreement. However, each party may assign this Agreement without the prior written consent of the other party to any third party that is an affiliated company of the party according to Article 15 seq. of the German Stock Corporation Law (AktG).



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Trostberg, _____

AlzChem AG

Name: Dr. Sauer Dr. Hafner
Title: Head of Marketing Manager
 Patent Department Renewable Energy & Nutrition

Enclosures

Rovato Brescia, 12-07-2017 _____

IAF NETWORK SRL
IAF Network srl
Sede Legale e Operativa:
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25038 ROVATO (BS)
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www.iafstore.com

Name: ALESSANDRO CORASI
Title: PRESIDENT IAF NETWORK SRL

A) Creapure

Countries	Registration No./Application No.
Australia	930 932
Brazil	825756707
Canada	TMA589,405
European Union (EU)	712 513
Germany	398 01 379
Hungary	162 929
India (Class 3)	983 460
India (Class 5)	983 461
Japan	4 365 470
Japan (Katakana)	4 947 395
New Zealand	666 557
Poland	170 351
Russia	264 599
Slovenia	2003 71687
South Korea	40-0786793
Switzerland	515 797
Turkey	2007 57780
USA	2,715,915



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Countries	Registration No./Application No.
Argentina (Class 1)	22 25 444
Argentina (Class 5)	27 44 114
Australia	1,168,052
Brazil (Class 1)	829 247 653
Brazil (Class 5)	829 247 670
Canada	TMA784,051
European Union (EU)	5801824
Germany	307 18 816
India	1556971
Japan	5 164 736
Mexico (Class 1)	1221959
Mexico (Class 5)	1246765
New Zealand	836662
South Africa (Class 1)	2007/26627
South Africa (Class 5)	2007/26628
South Korea	40-0757590
Switzerland	592 796
Thailand	TM291041
Turkey	2007 57781
USA	3,644,069
WIPO	1078093
Croatia	
Norway	
Russian Federation	
Serbia	
Ukraine	


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The LICENSEE is obliged to provide a summary about the joint marketing activities.

The following information should be provided:

- ♦ Overview of concerned PRODUCT or LICENSEE-PRODUCT:
 - ♦ Composition of the PRODUCT-containing products or LICENSEE-PRODUCT,
 - ♦ Package sizes of PRODUCT, PRODUCT-containing product or LICENSEE-PRODUCT, and
 - ♦ Recommended retail prices of PRODUCT, PRODUCT-containing product or LICENSEE-PRODUCT.

- ♦ PRODUCT, PRODUCT-containing products or LICENSEE-PRODUCTS positioning and unique selling propositions (USP's)

- ♦ Overview of the marketing mix regarding PRODUCT, PRODUCT-containing products or LICENSEE-PRODUCT e.g.
 - ♦ Printed matters and mailings
 - ♦ Web presence
 - ♦ Advertisements and PR
 - ♦ Samples and giveaways
 - ♦ Trade fair activities and customer seminars



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