

TRADEMARK LICENSING AGREEMENT

THIS AGREEMENT made this the 9 day of July 2019

BETWEEN

Arjuna Natural Pvt. Ltd, a company registered under The Companies Act 1956 having its registered office at **Bank Road, Alwaye, Kerala - 683101**, represented by its Managing Director Mr.P.J.Kunjachan, (unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his successors or assigns) (hereinafter referred to as “the Licensor”);

AND

IAFNETWORK SRL, having address at Via Flero 46, 25125 Brescia, Italy (hereinafter referred to as “the Licensee”)

WHEREAS the Licensor is the sole and exclusive proprietor of the trademark identified in Annexure A hereto in respect of the Products mentioned therein, the registration of which has been applied anywhere in the World as indicated (hereinafter referred to as “the said Trademark” and “said Products”)

WHEREAS the Licensee is desirous of using the said Trademark and becoming the non exclusive licensee in Yamamoto Nutrition Multivase of the same

WHEREAS the Licensor is also desirous of granting to the Licensee a non exclusive, non transferable, revocable, royalty free license to use the said trademark in Yamamoto Nutrition Multivase in respect of the said Products;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN the parties hereto to as follows:

1. GRANT OF LICENSE

In consideration of the terms and conditions hereinafter appearing, the Licensor hereby grants to the Licensee a non exclusive, non transferable, revocable, royalty free license to use the said Trademark in Yamamoto Nutrition Multivase in connection with the advertising, promotion, distribution, sale and/or use of the said product of the Licensee purchased from the Licensor, during the period for which this Agreement remains in force.

No royalty or other remuneration shall be payable by the Licensee to the Licensor for the licensed use of the said trademark.

The Licensee shall not grant any sublicenses to any third party without the prior express written consent of the Licensor, which may be withheld by the Licensor for any reason.

This Agreement shall not be assignable by the Licensee without the prior written consent of the Licensor.

2. TERM OF THE AGREEMENT AND TERMINATION

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the date of execution above and shall extend for a period of 3 years from the said date, and may be further extended by mutual consent of the parties in writing, unless terminated earlier pursuant to this Section.

In the event of any breach by the Licensee of any of the conditions enjoined by this Agreement, the Licensor shall have the right to terminate this Agreement forthwith without prior notice, and without being liable in any way to pay any damages or compensation whatsoever in respect thereof.

Upon termination of this Agreement, all rights granted to the Licensee under this Agreement shall cease to exist and the Licensee shall forthwith discontinue any use whatsoever of the said Trademark in relation to any Products, services or business and shall also not use the said Trademark or any mark deceptively similar to the said Trademark in relation to any Products, services or business in at any time in future.

3. OWNERSHIP OF TRADEMARK

The Licensee recognizes the Licensor's title to the said Trademark and shall not at any time do or suffer or cause to be done any act or thing which in any way may impair the rights of the Licensor in the said Trademark and particularly will not represent that it has any ownership or assignable right in the said Trademark or any title or rights of ownership to the said trademark.

The Licensee undertakes that the said trademark when used by the Licensee in relation to the said Products shall be so described as to clearly indicate that it is the Trademark of the Licensor and that it is being used by the Licensee under license.

The Licensor shall prosecute and maintain all necessary applications and registrations for the mark mentioned in Annexure A. The Licensee agrees to execute and/or deliver to the Licensor respectively all necessary or desirable documents, forms, or other materials as may reasonably be requested by the Licensor and to otherwise cooperate to prosecute and maintain such applications and registrations of the said trade mark

4. INFRINGEMENT

The Licensee agrees to promptly notify the Licensor in writing on becoming aware of any of the following, together with the particulars thereof:

- (i) any (actual or apparent) infringement, counterfeiting or passing off, of the mark mentioned in Annexure A or of any application to register a trade mark or other intellectual property that may conflict with or be confused with the mark mentioned in Annexure A;
- (ii) any suit, notice or third party claim that the use of the mark infringes the rights of such third party, or any third party claiming to have an identical or similar mark as a registered trademark, and of any suit or action which is filed claiming such infringement;
- (iii) any mark, logo, word or name identical or deceptively similar to the mark mentioned in Annexure A, the use of which, causes or is likely to cause confusion or damage to the goodwill of the Licensor and constitutes or may be deemed to constitute a infringement or passing off of the Mark.

The Licensee shall not have the right to act independently in such matters that is to say without previous permission of the Licensor.

Upon discovering itself or receiving a notice from the Licensee, the Licensor shall undertake such steps and actions as are necessary to protect its intellectual property rights in the said trade

mark and also to protect the interest of the Licensee in this regard, provided however that the Licensor shall not in any event be liable for any incidental, consequential or indirect damages (including, without limitation, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of the said trademark by the Licensee.

The Licensee shall fully cooperate with the Licensor in any such proceeding and shall make available to the Licensor any books or records useful for the defense of any such proceeding, or any other legal proceeding relating to the said mark where such cooperation is reasonably needed.

5. REPRESENTATIONS & WARRANTIES

The Licensor represents and warrants that:

- (i) It is the sole owner of the intellectual property rights in the trademark mentioned in Annexure A;
- (ii) It has the full power and authority to grant the rights granted by this Agreement free and clear of any obligations to any third party.

6. NOTICE

Any notice under this Agreement shall be deemed to have been validly served if the same is dispatched by registered post or courier to the address of the party concerned as contained in the introductory recitals of this Agreement or to such other address as such notified by the party in writing to the other party for such purpose. Every such notice shall be deemed to have been duly received and come into effect on the expiry of fifteen days from the date of dispatch if the notice is given by registered post.

7. MISCELLANEOUS

No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

This Agreement may be amended or modified, and the observance of any term of this Agreement may be waived, only by a written instrument executed by the parties.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction, the Licensor and the Licensee agree to use reasonable efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited or unenforceable provision.

Each party, upon the reasonable request of the other party, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out the intent and purposes of this Agreement.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter thereof. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

For and on behalf of LICENSOR

For and on behalf of LICENSEE

By :

By :

IAF NETWORK Srl
Sede Legale e Amministrativa
Via Flero, 46 - 25125 BRESCIA (BS)
P IVA 02424060982
www.iafstore.com - info@iafstore.com

Name :

Name :

Position :

Position : CEO



Witnesses

Witnesses

1)

1)

2)

2)

**ANNEXURE A
TRADEMARK**

TM Application No.	Trade Mark	Class	Application Date
017947535	CURCUGREEN™	5	26-08-2018