



TRADEMARK SUBLICENSE AGREEMENT

This Agreement applies to the trademark OptiMSM® (word and design) (the "Mark") owned by Cardinal Associates, Inc. dba Bergstrom Nutrition of Vancouver, Washington USA ("Owner"). This Agreement is between Owner's Distributor, Leivooss UK Ltd of Congleton, UK ("Licensor"), and IAF Network SRL of Italy ("Licensee"). This agreement is effective 27/10/2020 and supersedes all previous trademark licensing agreements between Licensor and Licensee.

**License:**

1. Article Licensor hereby grants Licensee a nonexclusive license to use the Mark in association with the sale and distribution of MSM for finished products under the brand name(s) MSM

Licensee may NOT sublicense the rights licensed herein.

2. Territory The license is limited to the countries and categories where the Mark is registered. A **Schedule of Trademarks** is available in the Owner's website.

3. Term This agreement shall commence on the effective date and continues until its termination. Licensee has no right to use the Mark after termination of this Agreement. **Termination:** Notwithstanding the above, Licensee shall have a 6 month sell-off period from termination to sell its remaining inventory and use existing marketing materials which contain the Mark pursuant to the terms herein.

- a. This Agreement can be terminated at any time for any reason by either party with a 60 day written notice of intent.
- b. If Licensee violates or fails to perform any of its obligations, Licensee may have, at Licensor's discretion, 30 days from written notification of the violation to resolve the situation.

4. Quality Parties are to operate within federal, state, and industry quality regulations for manufacturing, labeling, and reporting. Licensor has the right to audit Licensee's manufacturing facilities annually through the course of this agreement.

MSM produced by Owner shall conform to product specifications reported on the certificate of analysis provided with each shipment.

5. Use Licensee may only use the Mark (word or design) to promote and sell MSM manufactured by Owner and provided by Licensor. Licensee is responsible for properly using the Mark on finished products.

### Proper use of the Mark:

- a. The Mark (design) shall be displayed as provided in **Logo Guidelines** available on Owner's website.
- b. The Mark (design) can be used in its original color Pantone 660c or processed mix C90, M57, Y0, K0 and white. In the event color is not an option, use black and white. For digital marketing materials, the Mark can be shown in web safe color 336699.
- c. The Mark cannot be used as a retail brand, store, or in segments or categories not authorized in Licensor's Distributor Agreement and Schedule of Trademark categories.

### 6. Indemnification

Licensor agrees to defend, indemnify, and hold Licensee harmless against any claims, demands, causes of action, and judgments arising out of the use of the Mark pursuant to the terms herein. Licensee shall give Licensor notice within 10 business days of such claim. Owner shall have the right to undertake and conduct the defense of any such cause of action.

Licensor agrees to defend, indemnify, and hold Licensee harmless against any claims, demands, causes of action, and judgments arising out of the use of MSM manufactured by the owner and obtained from Licensor that contains a defect. Licensee shall give notice within 10 business days of such claim. Owner shall have the right to undertake and conduct the defense or of any cause of such action.

Licensor assumes no liability to Licensee or to any third parties with respect to the quality, performance, or characteristics of any MSM or products manufactured, sold, or distributed by Licensee, except as provided herein.

Licensee hereby agrees to defend, indemnify, and hold the Licensor and Owner harmless against any and all claims, demands, causes of action and judgments arising out the Licensee's unauthorized use of the Mark.

Licensee further agrees to defend, indemnify, and hold the Licensor and Owner harmless against any and all claims, demands, causes of action, and judgments arising out the design, manufacture, distribution, shipment, promotion, offer for sale, and sale of Licensee's products.

7. Infringement Licensee recognizes the value of the goodwill associated with the Mark and acknowledges that the Mark and all rights therein including the goodwill pertaining thereto belong exclusively to Owner. Licensee's use of the Mark inures to the benefit of the Owner.

---

Licensee shall immediately notify Licensor in writing of any use by any person of a trademark or trade name similar to the Mark. Owner shall have the sole right to determine whether or not any action will be taken on such infringements.

8. Relationship This agreement creates no agency, partnership, employment, franchise, or other relationship between Owner, Licensor, and Licensee, and Licensee shall have no power to obligate or bind the Licensor or Owner in any manner whatsoever. Licensee is considered a related company for the purposes of establishing trademark rights in the Mark based on Licensee's use thereof, and Licensee's use of the Mark shall inure to the benefit of Owner.

9. Warranty Licensor represents and warrants to Licensee that:

- (a) Owner owns the Mark in the jurisdictions identified in Paragraph 2, Territory above; and
- (b) to its knowledge, use of the Mark in those jurisdictions will not infringe or misappropriate any copyright, trade secret, trademark, or any proprietary right of any third party. Licensor warrants it has the authority to enter into this Agreement, and that it will not violate any other obligations of Licensor.

Licensee represents and warrants to Licensor that its finished products using the Mark will contain no MSM other than MSM produced by Owner and provided by Licensor. Licensee represents and warrants that it will use reasonable efforts to promote and market the finished products with the Mark and protect the Mark.

10. Confidentiality

The parties acknowledge they may receive confidential information from the other party during the course of this Agreement. "Confidential Information," as used herein, means written or non-written proprietary information, information designated as confidential, and information known by the receiving party to be confidential. Such information shall not be disclosed to any other person or entity and will be protected with the same degree of care as exercised to protect its own confidential information.

11. No Assignment

This Agreement and all rights and duties hereunder are personal to Licensee and shall not, without prior written consent of Licensor, be assigned, mortgaged, or otherwise encumbered by Licensee or by operation of law. In the event of any such attempt Licensor may immediately terminate this Agreement by giving written notice.

12. Notices

Any notice required under this Agreement will be considered given if personally delivered via courier or by email addressed to the person detailed below, or to such other person as either party may nominate from time to time.

*If to Licensor:*

*If to Licensee:*

*Lehvoss UK Ltd  
40 Holmes Chapel Road  
Congleton  
CW12 4NG, UK  
Teresita Ruda/Sarah Gates  
marketing@Lehvoss.co.uk*

*IAF Network SRL  
Via Flero 46 Brescia  
Italy  
25125  
Alessandro Coradi  
silvia.d@iafstore.com*

13. Miscellaneous

**Jurisdiction.** This Agreement shall be governed in accordance with the laws of the State of Illinois, United States of America. In this regard, the parties submit to the personal subject matter jurisdiction of the State of Illinois.

**Agreement Binding on Successors.** The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successor, and assigns.

**Severability.** If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term within the Agreement.

**Amendments.** Any amendment to this Agreement must be in writing and signed by an authorized person of each party.

14. Signatures

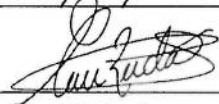
LICENSOR:



\_\_\_\_\_  
*Lehvoss UK Ltd*

Printed: Sarah Gates

Dated: 27/10/2020



\_\_\_\_\_  
*Lehvoss UK Ltd*

Printed: Teresita Ruda

Dated: 27/10/2020

LICENSEE:



\_\_\_\_\_  
*IAF Network SRL*

Printed: \_\_\_\_\_

Dated: 29/10/2020

