

ACTAZIN® and LIVAUUX® Non-Exclusive Trademark Licensing Agreement

AGREEMENT dated this 14 day of December 2021

PARTIES

ANAGENIX LIMITED, a company organised and existing under the laws of New Zealand and registered at Level 2, 10 Hutt Road, Petone, Wellington, 5012, New Zealand (“Anagenix”) and

IAF NETWORK S.p.A., a company organised and existing under the laws of ITALY, located at Via Flero 46, torre Sud, 25125 Brescia (“Licensee”)

BACKGROUND

- A. Anagenix IP Limited is the owner of the ACTAZIN and LIVAUUX trademarks, logos, trademark registrations and trademark applications as described in Exhibit A (the Anagenix Trademark(s)), which are used on and in relation to a standardized green kiwifruit supplement ingredient (ACTAZIN) and a standardized gold kiwifruit supplement ingredient (LIVAUUX) (the Ingredients).
- B. Anagenix IP Limited has granted Anagenix an exclusive licence to use the Anagenix Trademark(s) for all territories of the world, with the right to sublicense.
- C. Anagenix manufactures the Ingredients and supplies these to Licensee.
- D. Licensee wishes to use the Anagenix Trademark(s) on its products that contain the Ingredients (Licensee Products).
- E. Anagenix wishes to grant to Licensee a non-exclusive license to use the Anagenix Trademark(s) on and in relation to Licensee Products in the Territories of United States of America and Canada.

AGREEMENT

1. Anagenix grants to Licensee and Licensee accepts a limited, royalty-free, non-transferable, non-assignable and non-exclusive right to use the Anagenix

Trademark(s) in the Territories during the term of this Agreement for the sole purpose of advertising, publicizing, marketing, promoting, selling and labelling Licensee Products.

2. Licensee agrees to the conditions and requirements provided in this Agreement.

TERMS AND CONDITIONS

3. Sublicense

The Licensee understands, acknowledges and agrees that the right granted does not include the right to grant sublicenses of the rights granted under this Agreement or to assign or otherwise transfer any of its rights under this Agreement.

4. Marking requirements

Licensee agrees to:

- a. display the Anagenix Trademark(s) on all labels, promotional and advertising material for Licensee Products that are the subject of this Agreement in accordance with the Actazin Style Guide and the Livaux Style Guide, which are attached to this Agreement as Schedule B (camera-ready and/or computer logo artwork to be provided by Anagenix).
- b. identify the Anagenix Trademark(s) wherever they are used in Licensee's labeling, promotional and advertising material as the Anagenix Trademark(s) of Anagenix;
- c. use for Licensee Products a distinct different brand name that is not confusingly similar to the Anagenix Trademark(s).

5. Restrictions on Use

- a. The use of the Anagenix Trademark(s) is restricted to the promotion, advertising, publicizing, marketing, selling and labeling of Licensee Products. Licensee warrants that it shall not:
 - i. use the Anagenix Trademark(s) as a brand name for its products;
 - ii. print the Anagenix Trademark(s) 50 (fifty) percent larger than the size

of print of its own brand name for Licensee Products;

iii. feature or relate in any manner, either directly or indirectly, the Anagenix Trademark(s) to any of its products or ingredients that do not contain the Ingredients and are not part of this Agreement.

b. Licensee agrees to hold Anagenix harmless from and against any claims, losses or actions arising from or in connection with product claims made by Licensee or its clients in connection with the Anagenix Trademark(s) that are inconsistent or in conflict with Anagenix's approved and/or published scientific data and articles. Without limiting the foregoing, Licensee undertakes to maintain the integrity of the Anagenix Trademark(s) and agrees that the nature and quality of all Licensee Products as well as advertising and informational materials relating thereto shall conform to all applicable laws and regulations in the country of sale. Licensee shall obtain appropriate governmental approvals pertaining to the sale, distribution and advertising of such products.

c. Licensee shall not use the promotional materials in any way that would tend to allow the Anagenix Trademark(s) to become generic, lose distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of Anagenix or which might damage the goodwill and reputation attaching to the Anagenix Trademark(s) and/or Anagenix.

6. Contract Manufacturers

The Licensee warrants that all of its contract manufacturers and/or vendors involved in the manufacturing of any of the products that are a part of this Agreement are aware of and shall be subject to the terms and conditions of this Agreement. The Licensee further agrees to assume full responsibility for compliance of its contract manufacturing and/or vendors to the undertakings described in this Agreement.

7. Products

Other than for the use in its own products, Licensee undertakes that it shall not offer for resale the Ingredients either directly or indirectly to other distributors or agents. The product(s) Licensee is submitting for approval under the terms and conditions of

this Agreement are set out in Schedule C: Product List attached to this Agreement.

8. Product Additions

Licensee may add products to this Agreement by notifying Anagenix or its approved distributor in writing. All such product additions are subject to the terms and conditions described in this Agreement, and with the written approval of Anagenix.

9. Other terms and conditions

- a. The non-exclusive rights granted under this Agreement are subject to Anagenix's written approval of the label(s) and all promotional and advertising material containing information of Licensee Products, which shall be submitted to Anagenix prior to being printed or published;
- b. Should Licensee decide to replace either of the Ingredients in Licensee Products outlined in Schedule C with an ingredient other than either of the Ingredients, Licensee shall immediately cease using the Anagenix Trademark(s) in the promotion of such product and shall modify all promotional and advertising material to remove all reference to the Anagenix Trademark(s);
- c. Licensee is aware that in some countries the trademark and logo have not been finally approved by the trademark registration authorities or that the trademark registration procedure has not been fully completed and that no warranty as to its unrestricted and undisturbed use is granted under the terms of this Agreement. Licensee agrees to withdraw the Anagenix Trademark(s) from the market place immediately after receipt of a written instruction from Anagenix when it has surfaced that usage infringes the rights of someone else;
- d. Using the Anagenix Trademark(s) requires that the provisions of this Agreement are understood and accepted by all who use and market it. Anagenix may refuse to supply or sell the Ingredients to any person or entity who fails to honor this Agreement. Anagenix may also pursue any and all legal rights, remedies and recourse in the event of breach of this Agreement.

10. Rights in the Promotional and Advertising Materials

Licensee agrees that all rights in the promotional and advertising materials and in

particular in the Anagenix Trademark(s) belong exclusively to Anagenix. The Licensee shall not have or acquire any right, title and/or interest including goodwill in the promotional and advertising materials and the Anagenix Trademark(s), either used alone or in conjunction with other words or names, or in the goodwill thereof.

11. Term and Termination

- a. This Agreement shall come into force on the date first written above and shall continue in force unless terminated in accordance with its terms.
- b. Anagenix may terminate this agreement at any time, without cause, by giving an advance written notice of 90 days to Licensee.
- c. Anagenix may terminate this Agreement immediately if:
 - i. there is a material breach of Licensee's obligations under this Agreement.
 - ii. Licensee goes into receivership or liquidation.
 - iii. Licensee challenges the validity of Anagenix's ownership of any registrations or other rights relating to the promotional materials.
 - iv. An event of change of control over Licensee occurs.

12. Consequences of Termination

In the event of termination of this Agreement howsoever arising, all rights granted to Licensee under this Agreement shall immediately terminate and Licensee shall immediately cease any use of the Anagenix Trademark(s).

13. Conflict with other documents

Licensee agrees that in the event of any conflict or inconsistency between the terms and/or conditions of this Agreement and of any other documents, instruments or agreements, oral or written, by and between Licensee and Anagenix (including, but not limited to, any purchase order of Licensee), the terms and conditions of this Agreement shall prevail and supersede the terms and conditions of such other documents, instruments or agreements.

14. Jurisdiction


The Agreement is binding upon the Licensee, its affiliated companies, its successors and assigns. This Agreement shall be governed by, enforced under and interpreted

in accordance with the laws of New Zealand, to which jurisdiction the parties submit.

For (Licensee)

Name: Alessandro Coradi

Title: Legal Representative of Iaf Network S.p.A.

Signature: 

Place: Brescia Date: 14/12/2021

For Anagenix Ltd

Name: Elizabeth Tay

Title: Marketing Director

Signature: 

Place: New Zealand Date: 15/12/21


Iaf NETWORK S.p.A.
Ufficio Legale/Amministrativa:
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Email: info@lafnetwork.com

SCHEDULE A: TRADEMARKS AND TRADEMARK REGISTRATION

Trademark – ACTAZIN® and various ACTAZIN® logos, as detailed in the ACTAZIN® Style Guide

Trademark – LIVAUUX® and various LIVAUUX® logos, as detailed in the LIVAUUX® Style Guide

ACTAZIN® Trademark Registrations and Applications:

US trademark registration no 4260113

Australian trademark registration no 1505023

UK trademark registration no 3008697

European Community trademark registration no 012339602

New Zealand trademark registration no 814805

Chinese trade mark registration numbers 14570216 and 15402835

Canadian trade mark application number 1799777

LIVAUUX® Trademark Registrations and Application:

International trade mark application no 1325428 (designating USA, China and Europe)

New Zealand trademark registration no 1036426

SCHEDULE B: ANAGENIX TRADEMARK USE GUIDELINES AND TRADEMARKED LOGO(S)

Trademark logo(s) supplied by Anagenix for use by the Licensee are shown below;

- Actazin® - see the attached Actazin® style guide
- Livaux® - see the attached Livaux® style guide

Anagenix Ingredient use guideline(s) supplied by Anagenix for use by the Licensee;

- Minimum daily dosage of 600 mg of ACTAZIN or LIVAUUX in a standalone product; and/or
- The Ingredient in formulation with:
 - One or more probiotic(s) having;
 - A minimum of 25 mg ACTAZIN or 50 mg LIVAUUX per billion cfu of probiotic; or

- A minimum of 250 mg ACTAZIN™ or 500 mg LIVAUZ in formulation with >10 billion cfu of probiotic^[1]; and/or
- Other
 - [To be discussed, and agreed in writing in advance]

SCHEDULE C: PRODUCT LIST

Licensee product(s) that will contain the Ingredient supplied by Anagenix are listed below on which the Anagenix Trademark(s) must be shown;

- Please list the Licensee's product(s) that will contain the Anagenix Ingredients supplied by Anagenix and to be sold in the Retail Natural Health channel in the USA.

Alphazer SUPER GREEN 300 G KIWI LIME
Alphazer SUPER GREEN 300 G ARANCIA LIMONE

^[1] ACTAZIN has not been evaluated at ratios lower than 25 mg per 1 billion cfu, or LIVAUZ lower than 50 mg per 1 billion cfu.