

## TRADEMARK LICENSE AGREEMENT

Lipotec No. P2160581

This Trademark License Agreement (this "Agreement") is made by and between Lipotec S.A.U., indirectly a wholly-owned subsidiary of The Lubrizol Corporation, with offices at Isaac Peral, 17 Pol. Ind. Cami Ral; E-08850 GAVA (Barcelona) ("Lipotec"), and IAF NETWORK S.p.A VIA FLERO 46 TORRE SUD 25125 BRESCIA ITALY ("Licensee").

**WHEREAS**, Lipotec is the owner of the trademark(s) listed on Exhibit A including the goodwill associated therewith, ("Trademark(s)") and Licensee desires to use Trademark(s) in connection with its products as defined herein, and

**WHEREAS**, Lipotec desires to grant Licensee permission to use Trademark(s) subject to the terms and conditions of set forth herein.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. Grant of License.

- 1.1. Subject to the terms, conditions, and restrictions of this Agreement, Lipotec grants to Licensee a revocable, non-exclusive, non-sublicensable, non-transferable limited right and permission to use the Trademark(s) in connection with Licensee's Products (as defined on Exhibit A) in order to identify that Licensee's Products contain ingredients purchased from Lipotec identified by the Trademark(s) only on Materials (as defined in Exhibit A) distributed or sold only in the Territory (as defined in Exhibit A). No other right or license is granted by Lipotec either express or implied, with respect to any other trademark, tradename or logo, or any other uses of Trademark(s).
- 1.2. The limited grant in section 1.1 is conditioned upon Licensee Products containing the ingredient identified by the Trademark(s) in Exhibit A which is purchased from Lipotec.
- 1.3. Licensee grants to Lipotec and its affiliates a limited, non-exclusive, perpetual right to use images and trademarks related to Licensee's Products in promoting Lipotec's ingredients, without the right to grant sublicenses to third parties.

### 2. Ownership of the Trademark(s)

Licensee agrees and acknowledges that, as between Lipotec and Licensee, Lipotec is the owner and has all right, title and interest in and to the Trademark. Licensee further agrees and acknowledges that all goodwill associated with its use of the Trademark(s) shall inure to the benefit of Lipotec or its affiliates. Licensee acknowledges that its use of the Trademark(s) shall not establish in Licensee any right, title, or interest in Trademarks, and to the extent such right, title or interest is implied by law, Licensee agrees to promptly assign such right, title or interest to Lipotec or its affiliates. Licensee further agrees that it has no rights in or to the Trademark(s) except as expressly authorized in this Agreement. Licensee shall not apply for trademark or internet domain registration of the Trademark(s) or any mark confusingly similar thereto, anywhere in the world.

### 3. Use of the Trademark and Media.

- 3.1. Except as set forth in this Agreement, Licensee shall not utilize Trademark(s) in any advertising or promotional materials without the express written pre-approval and permission of Lipotec.
- 3.2. Licensee shall use Trademark(s) in the exact form and with the descriptor as demonstrated on Exhibit A, or as provided to Licensee by an authorized Lipotec employee via electronic means. Licensee agrees it shall use Trademark(s) pursuant to guidelines provided by Lipotec, which may be amended from time to time in Lipotec's or its affiliates' discretion. Notwithstanding the forgoing, Licensee understands the proper TM or ® designation may vary by country and is responsible to use the Trademark(s) with the proper designation in accordance with applicable country law.
- 3.3. The quality of Licensee's Products and Materials with which the Trademark(s) are used shall meet or exceed the quality of similar products and/or materials in Licensee's industry, and in no event shall be less than a reasonable standard of quality. Licensee agrees that Licensee's Products and Materials will be manufactured, sold, and distributed in accordance with all applicable laws and regulations.
- 3.4. Licensee agrees to allow Lipotec to review Licensee's Products and Materials (including product packaging or ancillary materials) which include Trademark(s) prior to Licensee's use or distribution

of Licensee's Products or Materials so that Lipotec can ensure proper usage of Trademark(s). Licensee agrees to cooperate with Lipotec in facilitating Lipotec's quality control by supplying Lipotec with specimens/samples of Licensee's Products and Materials which include the Trademark, prior to any use or distribution of Licensee's Products or Materials.

- 3.5. During the term of this Agreement, Lipotec shall have the right to inspect Licensee's Products and Materials to ensure compliance with this Agreement as well as to assess the consistency and quality of Licensee's Products and Materials themselves. Licensee agrees to cooperate with Lipotec in facilitating Lipotec's quality by supplying Lipotec with specimens/samples of Licensee's Products and/or Materials including the Trademark, upon request by Lipotec.
- 3.6. When requested by Lipotec, Licensee will promptly provide information relating to its use of the Trademark(s), including specimens and proof of sales of Licensee's Products, execute all papers or documents deemed necessary by Lipotec, and will perform any other acts necessary for the registration, application for, renewal of, and/or maintenance or other protection of Trademark(s) in Lipotec's or its affiliates' name in any country of the world.
- 3.7. Licensee shall use the Trademark(s) in a manner that creates a separate and distinct impression from any other trademark that may be used by Licensee. Licensee shall not adopt any trade name, trademark, service mark, or designation that incorporates any Trademark(s) or any term that is confusingly similar to any Trademark(s).
- 3.8. Licensee agrees that Lipotec shall have the right, for any reason, and, at all times during the term of this Agreement, to substitute a different Trademark under this Agreement.

#### **4. Term and Termination.**

- 4.1. The term of this Agreement shall be from the last signature date below ("Effective Date") and will continue for the time period specified on Exhibit A ("Term"). However, this Agreement may be terminated by either party giving fifteen (15) days prior written notice to the other party. In addition, this Agreement will automatically terminate as provided in 4.2 below.
- 4.2. In addition, at Lipotec's discretion, this Agreement will immediately terminate on the occurrence of any of the following events:
  - (a) Liquidation, bankruptcy, or insolvency of Licensee;
  - (b) If either party's business or assets or any part thereof should be seized, confiscated or expropriated by judicial process or otherwise;
  - (c) A change of ownership of the control of Licensee, if unacceptable to Lipotec;
  - (d) Licensee uses Trademark(s) in any manner or on any materials not authorized by this Agreement;
  - (e) Lipotec determines that Licensee's use of Trademark(s) may be the subject of a claim of infringement, misuse or confusion with any third party trademark; and
  - (f) If Licensee violates any part of Lubrizol's Code of Ethics as set forth in Section 8.
- 4.3. Upon termination or expiration of this Agreement under Paragraph 4.1:
  - (a) Licensee will have two (2) months to dispose of or destroy the existing inventory of any Materials including Trademark; and
  - (b) Licensee will discontinue all use of Trademark(s) in any manner or form (except as specifically provided herein); and
  - (c) Upon request by Lipotec or its affiliates, Licensee will assist Lipotec to cancel, revoke or withdraw any Governmental registration or authorization permitting Licensee to use Trademark(s) in Territory.
- 4.4. Upon termination of this Agreement under Paragraph 4.2, Licensee will immediately cease and thereafter refrain from all uses of Trademark(s), in any form, and upon request by Lipotec or its affiliates, Licensee will assist Lipotec to cancel, revoke or withdraw any Governmental registration or authorization permitting Licensee to use Lipotec's Trademark in Territory.

#### **5. Indemnification.**

Notwithstanding Lipotec's right of approval, control, or its right to inspect pursuant to under this Agreement, Licensee will have the sole responsibility and liability for Licensee's Products. Licensee agrees that it shall indemnify, defend and hold Lipotec and its affiliates harmless from and against any and all liabilities, claims, suits, actions, damages, losses, costs and expenses, including, but not limited to claims by third parties, and including reasonable attorney's fees incurred by Lipotec or its affiliates resulting directly or indirectly, from (i) the manufacture, sale,



distribution and/or promotion of Licensee's Products; (ii) failure to comply with applicable laws or regulations; and/or (iii) the negligence or willful misconduct of the Licensee under this Agreement.

**6. Warranty.**

Lipotec warrants that it has right, title and interest in and to Trademark(s) in any jurisdiction where Trademark(s) are registered. No other warranties, expressed or implied, are made under this Agreement.

**7. Limitation of Liability.**

IN NO EVENT SHALL LIPOTEC'S OR ITS AFFILIATES LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED \$1,000.00. LICENSEE SHALL IN NO EVENT BE ENTITLED TO, AND LIPOTEC AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

**8. Ethics Policy and Compliance with Laws.**

8.1 When using the Trademark or performing any other activities under this Agreement, Licensee agrees to comply with all applicable federal, state, local and foreign laws, rules and regulations, and conduct its affairs in a manner consistent with high moral and ethical standards. In addition, Licensee acknowledges that it and its employees who will be responsible for using the Trademark(s) have read, reviewed and will comply with Lubrizol's Code of Ethics located on Lubrizol's website at <https://www.lubrizol.com/Our-Company/About-Lubrizol/Ethics> when using the Trademark(s) or performing any other activities under this Agreement.

8.2 The use of the Trademark and the ingredients pursuant to this Agreement will be subject to the export, assets, and financial control regulations of the United States of America, including, but without limitations, restrictions under regulations of the United States that may be applicable to direct or indirect re-exportation of equipment, products, or services directly produced by use of such technical information. A consolidated screening list of parties for which the United States Government maintains restrictions on exports, re-exports or transfers of items may be found at [www.bis.doc.gov](http://www.bis.doc.gov).

**9. Assignment.**

This Agreement is personal to Licensee. This Agreement or any rights hereunder may not be assigned in whole or in part by Licensee without prior written consent of Lipotec.

**10. Independent Contractor**

The parties hereto are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties hereto. Licensee shall not use the Trademark(s) in a manner that may be construed as creating an agency, partnership, franchise, or other form of joint enterprise between the parties.

**11. Governing Law.**

This Agreement shall be governed by and interpreted according to the laws of Ohio, United States of America, without reference to its rules or choice of laws.

IAF NETWORK S.p.A.

LIPOTEC S.A.

By: ALESSANDRO ZORADI

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: David Padró

Title: LEGALE RAPPRESENTANTE

Title: Nutraceuticals Business Manager

Date: 08/09/2021

Date: 09-SEP-2021

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**EXHIBIT A**


Trademark	Goods/Services
Newcaff™	Delivery system comprising of polymer-based oral tablets, powders or liquids for the food industry. Flavourings containing caffeine.

<b>Territory:</b>	Individual Countries (Specify): European community ; United Kingdom ; USA ; SWEDEN ; SWITZERLAND; United Arabic Emirates
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<b>Licensee's Products</b>	ALPHAZER - ENERBOOSTER 60 CPS
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<b>Materials:</b>	<input checked="" type="checkbox"/> Packaging for Licensee Products <input checked="" type="checkbox"/> Licensee's Primary Website (may be accessed outside the Territory) <input checked="" type="checkbox"/> Product Information Sheets <input checked="" type="checkbox"/> Trade Show Materials <input checked="" type="checkbox"/> Print advertising and marketing materials <input type="checkbox"/> Television/Radio Commercials <input type="checkbox"/> Academic/Research article (Specify Article Title, Publication, and Publication Date: _____) <input type="checkbox"/> Other: _____
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<b>Term:</b>	5 years
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<b>Examples of Proper Trademark Use:</b>	Newcaff™ microcapsules
	 The logo for Newcaff™ microcapsules. The word 'NEWCAFF' is in a large, bold, sans-serif font. 'NEW' is in dark grey and 'CAFF' is in a light teal color. A small 'TM' symbol is to the upper right of 'CAFF'. Below 'NEWCAFF', the word 'microcapsules' is written in a smaller, lowercase, sans-serif font.

<b>Trademark Legend</b>	Newcaff™ is a trademark of Lipotec S.A. or its affiliates.
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This Exhibit A may be amended from time to time by Lipotec in its sole discretion.