



CARNIPURE® TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made and entered into as of July 1, 2018 (the "Effective Date"), by and between Lonza Ltd, a Swiss corporation with address at Muenchensteinerstrasse 38, CH 4002 Basel, Switzerland ("Licensor"), and IAF Network SRL, with address at via salvella II traversa, 43 - 25038 - Rovato (BS), Italy, together with its affiliates (collectively, "Licensee" and together with Licensor, the "Parties").

WHEREAS, Licensor is the owner of the word and design Trademark set forth in Exhibit A hereto and desires to grant to Licensee the right to use such Trademark only in conjunction with the **Product** (defined as the Carnipure® L-Carnitine products manufactured exclusively by Licensor or its affiliates and purchased from Licensor or its affiliates) only in the Territory (defined as **Italy**);

WHEREAS, Licensee desires a license to use the Trademark on Licensee's finished goods containing Product, during the term of this agreement and subject to the terms of Exhibit B (Labeling Guidelines); and Licensor desires to grant said license to Licensee in exchange for the consideration and under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing premises and for good and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. **Grant.** Licensor hereby and hereunder grants to Licensee a non-exclusive license to use the Trademark specified on Exhibit A hereto in the Territory, subject to the terms of this Agreement.
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of One year (1) (the "Initial Term"). Thereafter, the Agreement shall automatically renew for consecutive One (1) year periods unless terminated as provided below (each, an "Additional Term"). The Initial Term and all Additional Terms shall be collectively referred to herein as the "Term".
3. **Royalty.** In consideration of the rights and license granted hereunder, royalties shall be included in the price of Product purchased, directly or indirectly, from Licensor or its affiliates.
4. **Use of Trademark.** Licensee shall secure Licensor's prior written approval of any print or online publication, broadcast, packaging, labels, informational inserts or other material prepared by Licensee for the sale of Licensee's goods containing Product only in connection with the use of the Trademark on Product but shall not be required to obtain Licensor's prior approval for use of the Trademark that does not materially deviate from those uses previously approved by Licensor. When using the Trademark under this Agreement, Licensee undertakes to comply substantially with all national and local laws pertaining to the Trademark enforced at any time in jurisdictions in which it sells any goods containing Product. Licensee shall clearly indicate Licensor's interest in said Trademark at least once in each such publication, broadcast, packaging, label or other material by use of the following language: **"Carnipure® & logo are Lonza Trademarks"**.

5. Protection of Trademark. Licensee acknowledges Licensor's interest in the licensed Trademark and shall not do any act contesting or impairing said Trademark, that use of such Trademark shall not create in Licensee's favor any right, title or interest in or to said Trademark, and all uses of said Trademark by Licensee shall inure to the benefit of Licensor. Upon termination of this Agreement in any manner provided herein, Licensee shall cease and desist from all use of said Trademark. Licensee shall at no time, without Licensor's prior written consent, adopt, use or file any regular or stylized word or design mark which is likely to be similar or confusing with Trademark, anywhere in the world.
6. Indemnification/Warranties. Licensee shall indemnify and hold Licensor and/or its affiliates harmless from and against any and all liability, loss, damage, action, claim or expense (including reasonable attorneys' fees) arising out of Licensee's use of said Trademark or Product in any manner other than as expressly permitted by this Agreement, or Licensee's breach of this Agreement. Licensor shall not provide any warranties on the quality or performance of the Product under this Agreement. Licensee shall indemnify and hold Licensor and/or its affiliates harmless for any and all claims, demands, assertions, losses or damages for liability that may arise from the manufacture, sale, marketing and distribution of Licensee's finished goods containing Product. Licensor makes no representations or warranties, express or implied, statutory or otherwise, and expressly disclaims any and all representations and warranties including non-infringement, fitness for a particular purpose, or any infringement of third party intellectual property rights.
7. Cooperation in Defense. Licensee, upon becoming aware of same, shall immediately report to Licensor claims of infringement or misuse of said Trademark hereunder and cooperate in the defense against any such objection, challenge and/or claim of infringement and/or misuse of the Trademark. Defense of the Trademark shall be in the sole discretion of Licensor.
8. No Assignment/Sublicense. No rights hereunder may be assigned or sublicensed by Licensee, directly or by sale of all or substantially all of Licensee's assets, merger or operation of law or otherwise, without the express written consent of Licensor. Any prohibited assignment or sublicense of this Agreement or the rights hereunder shall be null and void.
9. Injunctive Relief. In the event of a breach or threatened breach by Licensee of any of the provisions hereof, and in addition to any other remedy provided herein or by law or in equity, the Licensor shall be entitled to obtain appropriate injunctive relief in any court of competent jurisdiction. In addition, the Licensor shall be entitled to receive from Licensee the Licensor's costs and reasonable attorneys' fees in connection with any successful enforcement of its rights under this Agreement.
10. Termination. Licensor may terminate this Agreement (i) if, in its sole judgment, Licensee has threatened to breach or has breached any of the terms of the Agreement, (ii) Licensee becomes insolvent, or files a voluntary or involuntary petition in bankruptcy, (iii) upon thirty (30) days prior written notice to Licensee, (iv) or in Licensor's sole judgment, damage to Licensor's brand may occur by Licensee's continued use of licensed Trademark.

11. Execution of Documents. Licensee shall, from time to time, at its cost, and at Licensor's request, execute and deliver any instrument or document as may be required by Licensor, to maintain its License.
12. Notices. All notices in connection with this Agreement shall be in writing and deemed delivered when delivered in person or deposited in the mail, registered or certified, postage prepaid, if to Licensor at Legal Department (IP), Lonza Group, Muenchensteinerstrasse 38, CH 4002 Basel, Switzerland or if to Licensee at IAF Network SRL, via salvella II traversa, 43 - 25038 - Rovato (BS), Italy.
13. Miscellaneous.
 - a. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, and supersedes and replaces all prior writings, discussions and rights relating thereto; and no obligation of any kind relating thereto is assumed by or implied against either party hereto except for those obligations expressly stated herein and those imposed by common law. This Agreement may only be amended by a written instrument signed by the Parties hereto.
 - b. Delay or forbearance to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or as acquiescence in breach of this Agreement. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.
 - c. The paragraph headings used in this Agreement are for convenience only and in no way define or limit the scope of any paragraph.
 - d. Should any part of this Agreement between Licensor and Licensee be found to be illegal, or in violation of public policy, or for any other reason unenforceable in law, such findings shall in no event invalidate the other parts of the Agreement.
 - e. This Agreement shall be governed by and construed in accordance with the laws of Switzerland (Jurisdiction) and if any provision of this Agreement is determined to contravene the laws of Switzerland (Jurisdiction), it shall be deemed to be modified to the extent necessary to comply with any such law or, if such modification is not possible under any such law, shall be deemed to be null and void, but shall not affect the obligations of the parties hereto under any other provision of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

Lonza Ltd.

Signature(s): _____

Name(s): _____

APPROVED
By SKK-Lonza Legal at 3:20 pm, Jun 11, 2018

IAF Network SRL

Signature: _____

Name: _____

IAF NETWORK SRL
Sede Legale e Operativa:
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EXHIBIT A




Trademark

CARNIPURE®



EXHIBIT B

Labeling Guidelines

- Licensee shall use Licensor's brand name/logo  with Product only in conjunction with Licensee's brand/logo for the finished goods containing Product, in a prominent position on the front panel of the label/package of the finished goods, with the  logo positioned near or under the Licensee's brand name/logo.
- Licensee shall acknowledge Licensor's ownership of the Trademark on the rear panel, as stated in clause 4 of Agreement.
- Licensee shall not use the Trademark as the sole brand name for Licensee's finished goods.
- Licensee shall only use the  logo provided by Licensor in the colors suggested in the Carnipure[®] Quality Seal Guidelines provided by Licensor, or in a black and white color scheme, without making changes to the proportions of the Carnipure[®] logo.
- Licensee shall ensure that Licensor approves the layout of the finished goods packaging/label for appropriate use of Trademark in conjunction with Product in advance, per terms of the Agreement, and shall not present licensed Trademark or design of Licensee's label/package in a manner that implies any ownership by Licensee of the licensed Trademark or creates any confusion in trade as to the source of the Product.