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## TRADEMARK LICENSE AGREEMENT

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This Trademark License Agreement (the "**Agreement**") is entered into on the date of the last signature below (the "**Effective Date**") by and between:

**Kappa Bioscience AS**, having its registered business address at Silurveien 2B, 0380 Oslo, Norway ("**Kappa Bioscience**")

and

[**IAF NETWORK S.p.A.**], having its registered business address at [via Flero 46 Torre Sud, 25125 Brescia, ITALY], ("**Licensee**").

hereinafter individually referred to as a "**Party**" and collectively the "**Parties**".

### 1 BACKGROUND

1.1 Kappa Bioscience has developed and owns processes for the production and formulations of vitamins and minerals including inter alia vitamin K2 and vitamin D3 and for preparations and trading of inter alia vitamin K2, vitamin D3, minerals and a natural mineral complex based on algae. Kappa Bioscience holds patents and/or patent applications in this regard and uses the processes to prepare in particular the following products:

- 1) Synthetic K2 vitamins – commercialized under the product name K2 VITAL;
- 2) Synthetic D3 vitamins - commercialized under the product name D3 VITAL
- 3) A natural calcium / mineral complex made from red algae – commercialized under the product name CAS – Calcified Atlantic Seaweed;

Kappa Bioscience owns various trademark registrations for its product names in various jurisdictions throughout the world, partly in the form of word signs, partly in the form of figurative signs (with word elements), in particular in the signs listed in **Appendix 1**.

- 1.2 Licensee wishes to include the product K2VITAL (the "**Product**") as an ingredient in its product(s) ALPHAZER - VITAMINS & MINERALS 60 CPR (the "**End Product**").
- 1.3 When using the Product as an ingredient in the End Product, Licensee shall have the right to use the mark *K2VITAL® DELTA* (the "**Mark**") on and in relation to such End Products, on the terms set out in this Agreement.

### 2 LICENSE GRANT – RIGHT AND OBLIGATION TO USE THE MARK

- 2.1 Kappa Bioscience hereby grants to the Licensee a non-exclusive, non-transferrable, non-sublicensable, royalty free license to use the Mark on and in relation to its End Products, to the extent that the Product is used as ingredient in them and subject to the following further conditions, in particular Kappa Bioscience's approval in accordance with sec. 2.3.
- 2.2 Licensee shall be entitled to use the Mark on and in relation to all End Products which contain the Product as an ingredient, and which are sold within the following territory: *all the territories (the "**Territory**")*.

- 2.3 Licensee shall notify Kappa Bioscience in advance (the "**Notification**") of the intended form and manner of the application of the Mark on and in relation to its End Products, including its application on the packaging, specifications and other relevant materials (the "**Proposed Use**").

The Proposed Use shall further be subject to Kappa Bioscience's approval. The Proposed Use shall be considered approved by Kappa Bioscience, if Kappa Bioscience agrees to the Proposed Use with notice towards the Licensee or does not object to the Proposed Use within 2 (two) working days (whereas, working days in the sense of this Agreement are all days from Monday to Friday, not however Saturday/Sunday) upon receipt of the Notification.

- 2.4 Licensee shall in good faith use the Mark and otherwise act in a manner that will not weaken, damage or be detrimental to the Mark, any applications or registrations related thereto, or the goodwill and reputation associated therewith.

- 2.5 Licensee shall not at any time use or employ the Mark in any manner except as permitted under this Agreement. In particular, the Licensee undertakes to refrain from using the Mark

- a) other than approved by Kappa Bioscience in accordance with sec. 2.3;
- b) on and in relation to End Products which do not contain the Product as an ingredient;
- c) outside the Territory.

- 2.6 Licensee shall ensure compliance with any local laws and regulations relating to the advertising, labelling, sales, marketing and promotion of End Products which include the Product as an ingredient. Licensee shall not make any false or misleading representation regarding the End Products (or their ingredients), nor engage in any deceptive or unethical advertising practice of scheme. Licensee shall ensure that the amount/share of the Product in the End Product always matches the label claim.

- 2.7 Licensee shall, from time to time submit samples of End Products to Kappa Bioscience, for the purpose of allowing Kappa Bioscience the opportunity to confirm that the Products are being included in End Products and in accordance with the terms and conditions of this Agreement. Any materials and documentation used in the advertising, labelling, sales, marketing or promotion of End Products which includes Product as an ingredient, shall upon request be available for Kappa Bioscience's review too.

### **3 OWNERSHIP**

- 3.1 Licensee hereby agrees and acknowledges that Kappa Bioscience is the sole owner of the Mark, the other signs reproduced in Appendix 2 and the good will relating thereto and that the same, at all times, shall be and remain the sole and exclusive property of Kappa Bioscience. Licensee hereby agrees and acknowledges too that Licensee, by reason of this Agreement, has not acquired any right, title, interest or claim of ownership in the Mark in the Territory and elsewhere, except for the license granted herein. Licensee shall make all declarations and shall furnish all documentation to Kappa Bioscience necessary or useful for Kappa Bioscience to maintain its rights in the Mark. Licensee shall not challenge the ownership of Kappa Bioscience. The use by Licensee of the Mark in the Territory and any and all goodwill arising from such use shall inure solely to the benefit of Kappa Bioscience and shall be deemed to be solely the property of Kappa Bioscience in the event that this Agreement shall be terminated. Upon any termination of this Agreement, any and all rights in and to the Mark granted to Licensee shall automatically terminate. Licensee shall not apply for registration of the Mark, any of the other signs reproduced in Appendix 2 or any other signs confusingly similar to the signs reproduced in Appendix 2, anywhere in the world for goods in international classes 1, 5, 29, 30, 31, 32, as determined by the alphabetical list of goods and services of the Nice Classification.



- 3.2 Upon termination or expiration of this Agreement, Licensee shall – unless otherwise provided in sec. 7.4 - cease all use of, and will immediately cause its agents, contractors, consultants, and partners to discontinue the use of the Mark or any similar trademarks and/or names and Licensee will be deemed to have assigned, transferred and conveyed to Kappa Bioscience any and all equities, goodwill, title, or other rights including an acquired trade dress protection in and to the Mark or the word elements it consists of which may have been obtained by Licensee or which may have been vested in it by reason of Licensee's activities. Upon Kappa Bioscience's request, Licensee will execute and deliver to Licensor any instruments to accomplish or confirm the foregoing. Any acquired trade dress protection will be transferred by Licensee to Kappa Bioscience.

#### **4. WARRANTY**

Kappa Bioscience does not warrant that the use of the Mark on the End Products does not infringe any rights of third parties in the Territory. Consequently, Kappa Bioscience does not accept any liability that the Mark may be used for the End Products without infringing any rights of third parties.

#### **5 INDEMNIFICATION**

Licensee shall indemnify and hold harmless Kappa Bioscience from and against all claims, suits, losses, damages and expenses (including without limitation, court costs and attorney's fees) arising out of any and all activities of Licensee. This indemnification applies also to product liability claims.

#### **6 PROTECTION**

- 6.1 Licensee shall promptly notify Kappa Bioscience if it becomes aware of:
- (i) Any actual, suspected or threatened infringement of the Mark;
  - (ii) Any actual or threatened opposition to the Mark or claim that the Mark is I invalid;
  - (iii) Any claim made or threatened that use of the Mark infringes the rights of any third party;
  - (iv) Any other form of infringement or claim in relation to the Mark.
- 6.2 In the event of any infringement or claim in relation to the Mark, Kappa Bioscience shall in its own discretion have the right to immediately suspend the license hereunder. Kappa Bioscience shall also have the exclusive right, but not the obligation, to commence actions or proceedings against infringers of the Mark. Licensee shall at its own expense provide such assistance as is reasonably requested by Kappa Bioscience.

#### **7. TERM, TERMINATION AND EFFECTS OF TERMINATION**

- 7.1 This Agreement shall commence on Effective Date and is concluded for an indefinite period, subject to termination in accordance with sec. 6.2, 7.2 or 7.3.

7.2 Each Party may terminate the Agreement at any time with a minimum of 2 (two) month advance notice to the other Party.

7.3 Each Party may with notice to the other Party immediately terminate the Agreement in case the other Party commits a material breach of its obligations hereunder. However, the termination shall not become effective if the other Party discontinues the material breach and remedies its consequences to the terminating Party within thirty (30) days following the date of receipt of the termination notice.

The Parties agree that in particular a violation of sec. 2.5 or 2.6 of this Agreement does constitute a material breach in the sense of this Agreement.

7.4 Upon termination of the Agreement, the Licensee shall cease all use of the Mark in accordance with sec. 3.2, with the exception of a termination in accordance with sec. 7.2. In case of a termination in accordance with sec. 7.2, the Licensee shall have a sell-off period of 1 (one) month from the date of termination to use up all materials, including labels and pack-aging materials, which include the Mark and which have been produced up until the date of termination.

7.5 Upon termination of this Agreement the rights and obligations of the Parties, especially the right of Licensee to use the Mark, shall cease with exception of the obligations of Licensee set forth in Articles 3, 5, and 8 and the obligation of Kappa Bioscience to tolerate the further use of the Mark in accordance with sec. 7.4, sentence 2, which shall survive termination.

## **8. CONFIDENTIALITY**

Any information of a confidential nature related to the other Party which is disclosed in connection with this Agreement shall be kept in confidence and not be disclosed to any third party without the other Party's consent. Each Party shall take all necessary steps to prevent any unauthorized access to the other Party's confidential information.

## **9. NOTICES**

All notices given under this Agreement shall be made by electronic mail (to an e-mail address used by the other Party in the course of the negotiations leading to this Agreement), return receipt requested or in writing by regular mail to the business address of the other Party indicated above.

## **10. FINAL PROVISIONS**

10.1 This Agreement shall be interpreted in accordance with and be governed by the laws of the Federal Republic of Germany.

10.2 Any dispute that may arise in connection with this Agreement that is not solved through negotiations, shall be brought before the ordinary courts with Hamburg, Germany as the legal venue. Specifically, both Parties will submit to proceedings in English at the Civil Division 27 of the District Court of Hamburg or any other Division of the District Court of Hamburg which allows proceedings in English (whereas, the Civil Division 27 of the District Court of Hamburg shall be the Parties first choice and any other Division shall only be invoked if the Civil Division 27 cannot take the case). Both Parties undertake to make any declarations necessary to allow for proceedings at the legal venue determined as above.

10.3 At its own expense each Party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

10.4 Licensee shall not assign its rights and obligations under this Agreement in whole or in part to any third party without the prior written consent of Kappa Bioscience. Any purported assignment without such consent shall be void.

Kappa Bioscience may upon written notification to Licensee assign its rights and obligations under this Agreement in whole or in part to any third party.

10.5 The relationship of the Parties is that of independent contractors, and nothing contained herein shall be construed to (i) give either Party any right or authority to create or assume any obligation of any kind on behalf of the other or (ii) constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

10.6 This Agreement embodies the entire agreement made between the Parties concerning the subject matter dealt with herein and terminates and supersedes all prior agreements between the Parties in respect to such subject matter.

10.7 None of the terms of this Agreement, including this paragraph, can be waived or modified except by an express agreement electronically signed by both Parties.

10.8 The provisions of this Agreement shall be deemed to be independent and severable. If any provision of this Agreement is held invalid or unenforceable, the Parties agree to replace this provision by a valid and enforceable provision as close as possible to the intended commercial effect.

This Agreement is signed and exchanged by the Parties by email.

for and on the behalf of  
**Kappa Bioscience AS**

**Place:** Oslo

**Date:** \_\_\_\_\_

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

**Name/title:** Henriette Bastiansen/  
VP QA & RA

for and on the behalf of  
**[IAF NETWORK S.p.A.]**

**Place:** BRESCIA\_\_\_\_\_

**Date:** 09/07/2021

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

**Name/title:** Alessandro Coradi  
Legal Representative of IAF NETWORK  
S.p.A.

**IAF NETWORK S.p.A.**  
Sede Legale/Amministrativa:  
Via Flero 46  
25125 BRESCIA (BS)-Torre Sud  
P.IVA e C.F. 02424080982  
Tel. 39 030.7751464  
E-mail: info@iafnetwork.com



## Appendix 1

- Trademarks of Kappa Bioscience -

Kappa Bioscience holds trademarks/ trademark applications in particular in the following signs:

- Word Mark: K2VITAL
- Text and device Mark/s (graphic files are available upon request):

**K2VITAL**

**K2**  
**VITAL**<sup>®</sup>  
**K2**

**D3VITAL**<sup>®</sup>

**D3VITAL**

**CAS**  
Calcified Atlantic Seaweed