

TRADEMARK USE AND LICENSE AGREEMENT

THIS TRADEMARK USE AND LICENSE AGREEMENT (this "Agreement"), dated 19/10/2012 (the "Effective Date"), is between NuLiv Science USA, Inc. a California corporation, located at 1050 W Central Ave #C, Brea CA 92821 ("Licensor"), and Iaf Network S.p.A. ("Licensee"), having an address at via Flero 46 Torre Sud, 25125 Brescia ITALY.

RECITALS

Licensor is the owner, developer and exclusive distributor of certain nutritional ingredients known by their trade names as "AstraGin®," "Senactiv®," "InnoSlim®," "Acteolin™," "Astrion™," "Osteosine™," "Verbasnol™," and "Zylaria™," (collectively, the "Licensed Products"). Licensor is also owner of the trademarks and related designs shown in Exhibit A attached hereto;

Licensee desires to purchase certain Licensed Products from Licensor and to resell such Licensed Products in combination with other ingredients in formulae developed by Licensee. As a condition of sale of Licensed Products to Licensee, Licensor requires that any and all packaging of products offered by Licensee that contain Licensed Products prominently display Licensor's trademarks and dosage information in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, Licensor and Licensee agree as follows:

1. DEFINITIONS

1.1. The term "Licensed Marks" means Licensor's trademark(s), service marks, trade names and related designs, logo graphics, and symbols, including, but not limited to, those shown below, those shown in Exhibit A attached hereto, those provided separately by Licensor, and any derivative art made by Licensee.

EXHIBIT A (NULIV SCIENCE REGISTERED TRADEMARKED INGREDIENTS):



1.2. The term "Licensed Products" means any product or part thereof containing Licensee's proprietary nutritional supplements known by their trade names as "AstraGin®," "Senactiv®," "InnoSlim®," "Acteolin™," "Astrion™," "Osteosine™," "Verbasnol™," and "Zylaria™."



U.S. HEADQUARTERS
1050 W CENTRAL AVE. BLDG C
BREA, CA 92821
TEL: (909) 594-3188
FAX: (909) 594-3184

ASIA HEADQUARTERS
B1, 152 LONGJIANG ROAD
TAIPEI, TAIWAN, R.O.C. 104
TEL: (886-2) 2508-1070
FAX: (886-2) 2504-0059

MFG. & QA DIVISION
UNIT 6402, 399 CAILUN ROAD
PUDONG, SHANGHAI, CHINA 201203
TEL: (86-21) 6164-0230
FAX: (86-21) 6164-0230

2. REQUIRED USE OF LICENSED MARKS

2.1. Any use by Licensee of the names "AstraGin®," "Senactiv®," "InnoSlim®," "Acteolin™," "Astrion™," "Osteosine™," "Verbasol™," and "Zylaria™" in print shall be accompanied by the Registered or Trademark symbol: ® or ™

2.2. The packaging used for any Licensed Product sold or displayed by Licensee must include the relevant product trade name in any "Nutritional Facts," "Supplement Facts," or any other description or list of the ingredients contained in the Licensed Product.

2.3. The packaging used for any Licensed Product sold or displayed by Licensee must also contain the words "[Relevant trade name] is a registered trademark of NuLiv Science USA Inc." For example, "AstraGin® is a registered trademark of NuLiv Science USA Inc." These words shall be printed using colors, type, and font so as to make them reasonably conspicuous to the consumer.

3. GRANT OF LICENSE

3.1. Subject to the terms of this Agreement and to the extent permitted by law, Licensor hereby grants Licensee a limited revocable nonexclusive license, without the right to sublicense, to use the Licensed Marks, and to make and use certain derivative works thereof on the Licensed Products listed in Exhibit B, in the United States of America, and all countries within North America (including Canada) and Europe.

3.2. Licensee shall not assign or sublicense the rights granted under this license.

3.3. Licensee by acknowledging this Agreement grants the right to use Licensor's registered trademarks for promotional purposes.

4. APPROVAL OF ARTWORK

4.1. Licensee shall submit to Licensor artwork samples (electronically or physically) for all uses of the Licensed Marks on Licensee products prior to sale or other distribution to the public. Licensor shall review and approve or disapprove the product, the graphics, and designs depicting the Licensed Marks, and product packaging and designs in writing within 30 days of receipt thereof; provided, however, that if Licensor fails to approve or disapprove any proposed product or design within that time period, those items shall be deemed disapproved.

4.2. Licensee agrees that any proposed change by Licensee involving any alteration in the structure, design, or quality of the Licensed Marks, or any change in the use of Licensed Marks, shall be submitted to Licensor for approval.

4.3. Licensee agrees that the labeling and contents of all Licensed Products manufactured and sold by it will be the same or substantially identical in quality and appearance to the initial samples approved by Licensor. Licensee shall maintain such reasonable manufacturing, servicing, and quality standards to ensure that all Licensed Products are consistent with such initial samples. Licensor or its duly authorized representatives have the right to inspect the premises of Licensee during all reasonable hours of operation during the term of this Agreement, including the time provided for disposition of inventory following termination of the Agreement, to ensure that standards of quality, as reflected in the approved samples of Licensed Products, are being maintained. From time to time, at the request of Licensor, Licensee shall submit to Licensor samples of the Licensed Products that Licensee is selling, so that Licensor may determine compliance with the terms of this Agreement.

5. USE OF LICENSED MARKS

5.1. Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those required by this Agreement, are supported, endorsed, or sponsored by Licensor. Licensee also agrees not to use the name of Licensor in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2. Licensee agrees that it will not alter, modify, dilute, or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3. Licensee agrees not to use any other third-party trademark, service mark, trade name, logo, symbol, or device in combination with any Licensed Marks without the prior written consent of Licensor.

5.4. In addition to the requirements set forth in Section 2 hereof, Licensee shall, on request of Licensor, cause to appear on or within each product sold under this Agreement, by means of a tag, label, imprint, or other appropriate device, such copyright, trademark, or service mark notices as Licensor may from time to time designate.

5.5. Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and acknowledges that such goodwill belongs exclusively to Licensor. Licensee acknowledges Licensor's exclusive right, title, and interest in and to the Licensed Marks, and shall not in any manner represent that it has any ownership therein or in any registration thereof, and shall not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of the Licensor's right, title, and interest. Licensee agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks, and further agrees not to register or attempt to register any of the Licensed Marks, or other similar marks, in any jurisdiction.

6. INDEMNIFICATION

6.1. Licensor assumes no liability to Licensee or third parties with respect to the performance characteristics of the Licensed Products manufactured or sold by Licensee. Licensee agrees to indemnify and hold harmless Licensor, its directors, officers, employees, and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities, costs, and expenses of every nature, including attorney fees, relating to or arising out of the manufacture, sale, or use of the Licensed Products or from the use of the Licensed Marks on such products. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

7. METHODS OF TERMINATION

7.1. Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 14.

7.2. This Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on 365 days' written notice to the terminated party.

7.3. Should Licensee fail to comply with any provision of this Agreement, Licensor may terminate this Agreement on 90 days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the 90-day notice period.

7.4. Termination of this Agreement shall not impair any accrued rights of Licensor.



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TEL: (86-21) 6164-0230
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8. EFFECTS OF TERMINATION

8.1. On termination of this Agreement, all rights granted to Licensee hereunder shall revert to Licensor, and Licensee shall make no claims to such rights.

9. LICENSEE'S DUTIES ON TERMINATION

9.1. On termination of this Agreement, Licensee agrees to immediately discontinue (1) the manufacture of all Licensed Products and (2) the use of the Licensed Marks; provided, however, that Licensee shall have the right to complete the manufacture of all Licensed Products bearing the Licensed Marks then in process and to dispose of its stock of all Licensed Products bearing the Licensed Marks that meet the standards of quality required by this Agreement at its normal Net Sales Price within 12 months after termination of this Agreement. Such disposition shall be subject to the terms of this Agreement including, but not limited to, those requiring reports of sales and payment of royalties. After such 12-month period, Licensee agrees to destroy all unsold Licensed Products bearing the Licensed Marks and to report to Licensor the number of each destroyed.

10. REMEDIES

10.1. Licensee acknowledges that its breach of this Agreement will result in immediate and irremediable damage to Licensor, and that money damages alone would be inadequate to compensate Licensor. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Licensor may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

11. SEVERABILITY

11.1. Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

12. MODIFICATION AND WAIVER

12.1. The Parties agree that this Agreement may be modified from time to time only by means of a written document signed by both Parties.

12.2. It is agreed that no waiver by either Party hereto of any breach of any of the provisions of this Agreement shall be deemed a waiver of any subsequent or similar breach.

13. ASSIGNABILITY

13.1. This Agreement shall inure to the benefit of Licensor, its successors and assigns, but shall be personal to Licensee. This Agreement shall be assignable by Licensee only with the prior written consent of Licensor.

14. TERM OF AGREEMENT

14.1. This Agreement shall continue in full force and effect from the Effective Date until 10 years from the Effective Date, unless otherwise terminated by operation of law or by the acts of the Parties in accordance with the terms of this Agreement; provided, however, that Licensee is in compliance with all terms of the Agreement.

15. GOVERNING LAW

15.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law.

16. NO PARTNERSHIP OR FRANCHISE

16.1. This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Licensor and Licensee or (2) a franchise agreement between Licensor and Licensee. Licensee shall have no right to obligate or bind Licensor in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons.

17. DOSAGE

17.1. Licensee agrees by using trademark Acteolin™ that serving size of at least 100mg is incorporated per daily serving. Recommended Serving Size is 250mg daily.

17.2. Licensee agrees by using trademark Senactiv® that serving size of at least 25mg is incorporated per daily serving. Recommended Serving Size is 50mg-100mg daily.

17.3. Licensee agrees by using trademark AstraGin® that serving size of at least 25mg is incorporated per daily serving. Recommended Serving Size is 50mg daily.

17.4. Licensee agrees by using trademark Astrion™ that serving size of at least 2% (topical) or 200mg (oral) is incorporated per daily serving. Recommended Serving Size is 5% (topical) or 500mg (oral) daily.

17.5. Licensee agrees by using trademark InnoSlim® that serving size of at least 125mg is incorporated per daily serving. Recommended Serving Size is 250mg daily.

17.6. Licensee agrees by using trademark Osteosine™ that serving size of at least 250mg is incorporated per daily serving. Recommended Serving Size is 250mg-500mg daily.

17.7. Licensee agrees by using trademark Verbasol™ that serving size of at least 1% (topical) or 50mg (oral) is incorporated per serving. Recommended Serving Size is 2% (topical) or 100mg (oral) daily.

17.8. Licensee agrees by using trademark Zylaria™ that serving size of at least 500mg is incorporated per daily serving. Recommended Serving Size is 500-1000mg daily.

18. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

EXECUTED on the dates set forth below, to be effective as of the Effective Date.

Date:

NuLiv Science USA, Inc.
By: Richard Wang, President



Date: 19/10/2021

Licensee's Company Name: Iaf Network S.p.A.
By: Alessandro Coradi, Legal Representative
Alessandro Coradi

EXHIBIT B [LICENSEE'S PRODUCT(S)]:

Please fill in the information below.

NuLiv Science Ingredient(s): AstraGin®

Product Name(s): Yamamoto Nyutrition - CROSSFIT PRE WOD 300 Gr

Customer Name: Iaf Network S.p.A.

Contract Manufacturer: Nutrilinea S.r.l, Via Gran Bretagna, 1 - 21013 Gallarate (VA) - Italy