

## TRADEMARK LICENSING AGREEMENT

THIS TRADEMARK LICENSING AGREEMENT (the or this "Agreement") is made and entered into as of this 08 day of jube 2020, by and between APPLIED FOOD SCIENCES, INC. (AFS), a Delaware corporation, 8708 S. Congress Avenue, Suite B-290, Austin, Texas 78745, and IAF NETWORK SRL (Licensee), Via Flero 46, 25125 Brescia, Italy

### **RECITALS:**

A. AFS is the owner of and has the right to license the use of certain logos and tradenames pertaining to AFS' PURCAF® brand organic caffeine (as more particularly identified on attached Exhibit "A", the "Trademark").

B. AFS desires to grant Licensee the right to use the Trademark in connection with Licensee's production, marketing and promotion of certain Licensee products containing PURCAF purchased from AFS, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and promises set forth herein and the mutual benefits to be derived therefrom, the parties hereto hereby agree as follows:

1. License. AFS hereby grants to Licensee a royalty free, worldwide and nonexclusive license to use the Trademark on all product labels, advertising materials or other promotional materials related to or used in connection with the sale, promotion or distribution of any Licensee manufactured products containing PURCAF purchased from AFS (the "Products").

2. License Restrictions. Licensee acknowledges that nothing in this Agreement shall give it or its affiliated companies, agents, contractors, distributors or employees any right, title or interest in the Trademark, other than the license rights granted herein. Licensee shall not assign, transfer or sublicense this Agreement (or any right granted herein) in any manner without the prior written consent of AFS. The license rights granted herein are conditioned upon the matters set forth in Paragraph 3. below and are subject to termination in accordance with Paragraph 5., below.

3. Conditions and Criteria for Use.

a. Licensee shall have the option to place any of the Trademark on Licensee product labels containing AFS PURCAF, subject to AFS's prior approval, said approval not to be unreasonably delayed or withheld. Said display shall not exceed size 12 font.

b. Licensee shall cause its customers and/or contract manufacturers to (i) become familiar with the terms and conditions set forth in this Agreement and (ii) comply with the covenants set forth in this Agreement.

c. Licensee shall identify the Trademark as being owned or licensed by AFS whenever used on any Licensee product labels or in any Licensee advertising or promotional materials. Example: "Purcaf is a registered trademark of Applied Food Sciences, Inc."

d. Licensee shall not make any weight loss, fat loss or other weight related claims in connection with Purcaf.

e. Licensee shall not include any other form of caffeine in any product on which Licensee displays AFS' PURCAF trademarks.

4. Indemnification, Duty to Defend, and Hold Harmless. Licensee agrees to indemnify, defend (which includes Licensor's choice of counsel and Licensor's sole authority to settle a case) and hold harmless (which includes advancement to Licensor of defense and response costs) AFS, its shareholders, directors, officers and employees from and against any and all claims, demands, investigations, lawsuits, judgments, damages, costs and expenses (including reasonable attorneys' fees and court costs) incurred by AFS and arising out of or in connection with the marketing, distribution, packaging claims, label claims, advertising claims or sale or use of any Licensee product containing PURCAF obtained from AFS. This includes, but is not limited to, any claims or investigations related to advertising of its product whether the matter is brought by FTC, a state attorney general, the NAD, or a private litigant. The covenants and warranties set forth in this paragraph shall survive the termination or expiration of this Agreement.

5. Term. The term of this Agreement shall be for a period of one (1) year from the date first set forth above and may be renewed for additional time upon the written agreement of the parties. Either party shall have the right to terminate this Agreement for cause in the event the non-breaching party provides the breaching party written notice of a default hereunder and the breaching party either fails to cure the breach specified in said notice within fifteen (15) days of such notice. Upon any termination (whether for cause or otherwise), Licensee shall have the right to continue to use the Trademark until it has sold its entire inventory of Licensee products containing PURCAF® purchased from AFS.

6. Notices. All notices under this Agreement shall be in writing and shall be deemed given if delivered by courier or personally, mailed by registered or certified mail, return receipt requested, to Licensee or AFS at the addresses first set forth above, or to such other addresses as the party may notify the other party.

7. Miscellaneous

a. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and shall supersede and replace all prior and contemporaneous communications between the parties.

b. This Agreement shall not be amended except by a written agreement subsequent to the effective date hereof, signed by an authorized representative of each party.

c. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other

provision hereof, unless made in writing and signed by an authorized representative of the waiving party.

d. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

e. This Agreement shall not be construed as creating a partnership, joint venture, agency, employment or franchise relationship.

f. The prevailing party in any dispute under this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and costs of litigation

g. This Agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of law principles. Exclusive venue for any litigation between the parties hereto shall be in Travis County, Texas, and shall be brought in the State District Courts of Travis County, Texas, or in the United States District Court for the Western District of Texas, Austin Division. The parties hereto waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Travis County, Texas, and specifically consent to the jurisdiction of the State District Courts of Travis County and the United States District Court for the Western District of Texas, Austin Division.

h. This Agreement may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

"AFS"

APPLIED FOOD SCIENCES, INC.

By Alan Andrews

Its Vice President

"Licensee"

By ALESSANDRO CORADI

Its CEO

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EXHIBIT "A"



**PURCAF**  
organic caffeine by *AFS*