

## Trademark License Agreement

This License Agreement (“Agreement”) is entered into as of the date of the last signature (“Effective Date”) by and between ONE INNOVATION LABS, LLC., a Florida limited liability company with its principal address of 135 San Lorenzo Avenue Suite 850 Miami, Florida 33146 (“Licensor”), and IAF NETWORK S.p.A., an Italian company with its principal address of via Flero 46 Torre Sud, 25125 BRESCIA ITALY (“Licensee”). Licensor and

Licensee are collectively referred to herein as “Parties” and each as a “Party.”

### 1. License Grant.

a. For good and valuable consideration, Licensor grants to Licensee, and Licensee accepts a non-exclusive and non-transferable right, license, and privilege to use the mark PUREWAY-C (“Word Mark”) and the approved stylized and/or variations thereof, including



(“Logo Design Mark”) (collectively the “Marks”), which shall be strictly limited as set forth herein to the use of the Marks on Licensed Products, as defined herein, to identify the inclusion of genuine ingredients from Licensor under the Mark(s) in the nature of chemical additives for use in the manufacture of cosmetics, pharmaceuticals, beverages, human and animal foods, dietary and nutritional supplements; the aforementioned goods containing vitamin C (“Ingredients”).

b. “Licensed Products” shall be limited to nutraceutical supplements [e.g., protein bars], offered under Licensee’s own trademark or designation Yamamoto Research (“Licensee’s Own-Branding”), but only to the extent that the licensed Marks are used strictly in accordance with Section 3, herein.

c. Licensee may not grant a sublicense or assign any rights under this Agreement to use the Mark without the prior express written consent of the Licensor.

d. Unless terminated earlier pursuant to Section 4, the term of this Agreement will begin on the Effective Date and terminate one year thereafter (“Initial Term”). At the end of such Initial Term, this Agreement will automatically renew each year, unless written notice is received by non-terminating party at least two (2) months prior to the expiration of the then-current Term (“Renewal Term”).

e. Upon termination or expiration of this Agreement, Licensee agrees to immediately terminate all use of the Marks.

f. The grant of the license of this Agreement is limited geographically to Italy, Europe, Balkans, Middle East, inclusive of the distribution of Licensed Products by Licensees or Licensee’s distributors, which cannot be expanded without the prior express written consent of the Licensor.

### 2. Goodwill, Recognition of Rights.

a. Licensee recognizes and acknowledges the goodwill associated with Licensor’s Marks. Licensee further recognizes and acknowledges that the Marks are distinctive and has acquired and will continue indefinitely to have and to acquire a secondary meaning in the minds of consumers.

b. All rights in the Marks other than those specifically granted herein are reserved to Licensor. Licensee acknowledges that it shall not acquire any rights in the Marks as a result of Licensee's use thereof, and that the use of the Marks by Licensee shall inure exclusively to the benefit of Licensor.

c. Licensee agrees not to challenge, directly or indirectly, formally or informally, or assist any third party in doing so, Licensor's ownership, use, licensing, registration, or renewal of the Marks.

d. Licensee agrees to refrain from ever licensing, applying to register, registering, renewing, the Marks, or any confusingly similar variations thereof, with any government entity, domain name register, social media network as a user-name or handle, or otherwise securing or asserting any ownership of the Marks or control over use of the Marks.

3. Licensed Use/Quality Standards/Control.

a. The license under this Agreement is strictly limited to use of the Marks on the Licensed Products to identify that such products contain genuine Ingredients under the Mark(s) sourced by Licensee directly from Licensor, to the exclusion of sourcing through third parties, including re-sellers of genuine Ingredients.

b. Licensee's use of the Marks shall be strictly limited to (1) inclusion of the Word Mark among other ingredients on a Licensed Product's nutritional label, supplement facts, or other listing of ingredients; (2) a single display of the Word Mark or Logo Design Mark, preceded by "with," "includes," or words of similar import, on the front or foremost panel of the packaging or label of a Licensed Product, which shall be surrounded by at least three centimeters of clean space, may be no greater than one-quarter of the size of Licensee's own branding and be located sufficiently apart from Licensee's Own-Branding as to avoid the appearance of joinder, integration, or unitary presentation; and (3) a single display of the Word Mark or Logo Design Mark on an advertisement, promotional material, display, or any other material of a Licensed Product in a manner consistent with sub-section 2 above.

c. Every use of the Marks must be followed immediately by the ™ symbol, except if otherwise notified by Licensor in writing, which may include, without limitation a requirement to use the registration symbol, as appropriate, *e.g.*, PUREWAY-C™ or



. All packaging, labels, advertisements, promotional materials, displays, or any other material bearing the Marks must also include the following trademark attribution in legible font-size: "PUREWAY-C™ and the PUREWAY C logo are trademarks of One Innovation Labs, LLC. in the U.S. and/or other countries."

d. The Word Mark PUREWAY-C must always have a hyphen between the "Y" and the "C," and all letters must be capitalized. The Logo Design Mark must always be produced from digital artwork provided by Licensor.

e. Prior to production of packaging, labels, advertisements, promotional materials, displays, or any other material prepared in connection with the Licensed Products, Licensee shall deliver to Licensor a digital mock-up of such materials for Licensor's comment and approval. In the event that Licensor reasonably objects in writing to any use or display of the Marks by Licensee during the term of this Agreement, then Licensee and Licensor shall work together in good faith to modify such use or display by Licensee within ten (10) business days after receipt of such objection.



f. Licensors has the right to control the quality and nature of the Licensed Products offered by Licensee bearing the Marks, including the right to establish reasonable and necessary guidelines for the use of Ingredients and quality of the resulting Licensed Products ("Guidelines"). Guidelines include, but are not limited to, instructions included with the Ingredients and other directions for storage, preparation, use, and combination with other ingredients as set forth in writing by Licensors and delivered to Licensee. All Licensed Products shall comply with the Guidelines. In any event, the quality of the Licensed Products, as well as the quality of all packaging, labels, advertisements, promotional materials, displays, and any other material prepared in connection with the Licensed Products, shall be of or above the standard and quality customary in the industry, and shall be in full conformity with all applicable laws and regulations.

g. Prior to distribution of any Licensed Products, Licensee shall deliver to Licensors a pre-production sample of each Licensed Product for Licensors's comment and approval. Licensors has the right to reasonably inquire of Licensee, and Licensee shall provide complete responses, as to compliance with the Guidelines. In the event that Licensors reasonably objects in writing to any Licensed Product, during the term of this Agreement, then Licensee and Licensors shall work together in good faith to modify such Licensed Product by Licensee within ten (10) business days after receipt of such objection.

h. Licensee shall immediately notify Licensors if Licensee reasonably determines or if notified at any time that Licensee Products pose a health risk or are not or may not be in compliance with applicable laws and regulations.

i. Licensee shall immediately notify Licensors in the event of any governmental or regulatory inquiry or investigations related to Licensee Products.

4. Termination. Licensors may terminate this Agreement: (a) if Licensee shall become insolvent or become the subject of any bankruptcy proceeding; (b) if Licensee fails to satisfy any other obligation as expressly set forth in this Agreement, each of which shall be deemed a material breach, subject to a cure period of ten (10) business days pursuant to written notice; (c) if Licensors has reasonable belief that Licensee may not be in conformity with all applicable laws and regulations; or (d) by mutual agreement of the parties.

5. Indemnification. Licensee shall indemnify, hold harmless, and defend Licensors, its parents, subsidiaries, related companies, and affiliated companies, and each of the foregoing's shareholders, officers, members, directors, managers, employees, agents and assigns ("Indemnitees") from and against any and all liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlement, and expenses (including attorneys' fees and costs through all appeals, payable as incurred through any proceeding), which may be suffered, made, or incurred by the Indemnitees arising out of any breach of any of the covenants, warranties, representations, and agreements made by Licensee herein, or arising from any acts or omissions of the Licensee, including without limitation, claims of infringement of intellectual property rights (other than claims by third parties challenging Licensors's rights in the Mark(s) or challenging Licensee's rights obtained in this Agreement), libel and slander, invasion of privacy, product liability, personal injury, wrongful death, breach of warranty, defects in products provided in connection with the Licensed Products, and the like.

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6. Licensee Required Insurance. Licensee shall, at Licensee's sole expense, obtain and maintain throughout the term of this Agreement product liability insurance and advertiser's liability insurance from a reputable insurance company, naming Licenser as an additional insured. Each policy shall provide full indemnification and defense against all claims, liabilities, demands, and causes of action arising out of the Licensed Products, any advertising, promotion, and publicity of same, and their use and/or any defects in, or the reasonably foreseeable use or misuse thereof. Coverage under each policy shall be at least One Million (\$1,000,000) Dollars. Each policy shall require that Licenser receive at least thirty (30) days written notice of the cancellation, amendment, or endorsement thereof. Licensee shall furnish Licenser with certificates of insurance evidencing that the insurance coverage is in full force and effect. The insurance described in this Section shall be primary and shall not be subject to contribution by any other insurance, which may be available to Licenser.

7. Disclaimer by Licenser. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MARKS OR LICENSED PRODUCTS, INCLUDING THE VALIDITY OF RIGHTS IN ANY COUNTRY, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW.

8. Binding Effect. This Agreement and all obligations contained herein shall be binding upon the Parties and their respective parents, subsidiaries, divisions, affiliated companies, related companies, owners, shareholders, members, officers, directors, managers, employees, agents, and other representatives acting on their behalf and on each of the foregoing's successors, transferees, and assigns. The Agreement shall inure to the benefit of the Licenser and its heirs, successors, successors-in-interest, transferees, and assigns.

9. Choice of Law, Forum, Waiver of Jury Trial. This Agreement shall be governed in accordance with the laws of the State of Florida and all disputes under this Agreement shall be brought exclusively in the federal or state courts in Miami-Dade County, Florida. The parties hereby WAIVE THE RIGHT TO TRIAL BY JURY.

10. Integration. This Agreement contains the entire understanding of the parties, and revokes and supersedes all prior agreements, oral or written, among the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement.

11. Severability. In the event that any provision of this or any other agreement entered into contemporaneously with this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12. Voluntariness. This Agreement is signed voluntarily and without any duress or undue influence on the Parties or their officers, employees, agents or attorneys, and no Party is relying on any inducements, promises, or representations made by any other party or any of its officers, employees, agents or attorneys other than as set forth in this Agreement.

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13. Notice.

Any notice pertaining to this Agreement must be in writing and sent by registered or certified mail, return receipt requested with an electronic copy sent to the following:

If directed to Licensor:

ONE INNOVATION LABS, LLC.  
135 San Lorenzo Avenue Suite 850  
Miami, Florida 33146

With a copy to:

Jessica Neer McDonald  
Neer McD PLLC  
7245 SW 87 Avenue, Suite 300  
Miami, FL 33173  
[jessica@neermcd.com](mailto:jessica@neermcd.com)

If directed to Licensee:

IAF NETWORK S.p.A  
Via Flero 46 Torre Sud  
25125 BRESCIA ITALY

With a copy to:

Silvia Dotti  
IAF NETWORK S.p.A  
Via Flero 46 Torre Sud  
25125 BRESCIA ITALY  
[Silvia.d@iafnetwork.com](mailto:Silvia.d@iafnetwork.com)

14. Miscellaneous.

a. Failure of any Party to require the performance of any term in this Agreement, or the waiver by any Party of any breach of this Agreement, will not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

b. The rule of contract construction that provides that ambiguities are resolved against the drafter shall not apply to any provision of this Agreement.

c. The Parties will cooperate fully, execute any documents, and take all additional actions that may be necessary or appropriate to carry out the duties and intended results expressed in this Agreement.

d. This Agreement may be signed using one or more counterparts, each of which when signed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement will be enforceable upon the exchange of facsimile or electronically scanned signatures.

e. The Licensee represents, warrants, and covenants that this Agreement has been duly executed and delivered by Licensee, and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions on the part of Licensee, its officers, directors, members, partners and/or managers. The person signing this Agreement on behalf of the Licensee represents, warrants, and covenants that he or she has the authority to sign this Agreement on behalf of Licensee and bind the Licensee to the Agreement.

IN WITNESS THERETO, the parties have caused the authorized officers to execute this Agreement below.

**Licensor:** ONE INNOVATION LABS, LLC.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**Licensee:** IAF NETWORK SPA

Signature: 

Print Name: Alessandro Coradi

Title: CEO

Date: 26.07.2022

  
**IAF NETWORK S.p.A.**  
Sede Legale/Amministrativa:  
Via Flero 46-25125 Brescia (BS)-Torre Sud  
P.IVA n. C.F. 02424060982  
Tel. +39-030.7751464  
E-mail: info@iafnetwork.com

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