

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is made as of the 5 of July, 2019("Effective Date") between BGG North America, Inc., a California corporation having its principal place of business at 18301 Von Karman Avenue, Suite 570, Irvine, CA, USA ("BGG"), as LICENSOR, and IAFNETWORK SRL corporation, having its principal place of business at via Flero 46, 25125 Brescia ITALY, as LICENSEE.

- (1) **Grant of License; Licensed Trademarks.** LICENSOR hereby grants a non-exclusive license of its trademarks and logos for AstaZine® Natural Astaxanthin for use on LICENSEE's Products, packaging of Products, and in LICENSEE's advertising related to the Products, on the terms and conditions set forth in this Agreement. The Licensed Trademarks may be displayed by the LICENSEE on all products and literature using BGG's ingredients. It is expressly agreed that LICENSEE's use of BGG's trademarks is with and on the consent of BGG.
- (2) **Products.** Astaxanthin manufactured by BGG is sold as AstaZine®, Natural Astaxanthin. Only products containing BGG's AstaZine® as the exclusive source of Astaxanthin shall bear the Licensed Trademarks. Products containing other manufacturers' Astaxanthin in whole or in part may not bear the Licensed Trademarks. LICENSEE's products bearing one or more of the Licensed Trademarks are called herein "Products".
- (3) **Geographic Scope of License; Licensed Area.** The Licensed Area for the use of the Licensed Trademarks is in all countries.
- (4) **LICENSOR'S Reservation of Rights.** The Licensed Trademarks are and shall remain the sole property of BGG. LICENSEE shall acquire no ownership or control rights in the Licensed Trademarks because of LICENSEE'S use thereof or arising out of this Agreement. This Agreement grants no rights whatsoever to sublicense, encumber, or option the Licensed Trademarks, or to assign LICENSEE's interest in this Agreement.
- (5) **LICENSOR'S Right of Review of Uses.** LICENSEE shall use the logo as provided by BGG in its original form, although the size and color may be changed to correspond to LICENSEE's trade dress. In the event that LICENSEE wishes to further alter the logo, LICENSEE shall provide preprint proofs, as pdf or jpg files by email, of all intended uses for review by BGG. BGG shall provide its comments to LICENSEE requesting corrective action, or its approval, within fifteen (15) business days of receipt of the relevant preprint proof. Failure of BGG to provide comments or approval within the Review Period shall be deemed to be an approval of the use made in the relevant preprint proof.
- (6) **Term and Termination.** The term of this Agreement shall commence as of the Effective Date above written and continues in force unless terminated by expiration or by one or more "events of termination" defined below:
 - (a) The expiration of this Agreement shall be on the third (3rd) anniversary of the Effective Date. Thereafter, this Agreement will automatically be renewed for ongoing one (1) year periods unless notice of the desire to cancel renewal is sent by one party to the other party prior to the commencement of a renewal period.

Renewals may be cancelled by either party by giving written notice to the other party prior to the commencement of the renewal period.


- (b) In the event of a default by LICENSEE in any of the obligations which it undertakes by entering into this Agreement, BGG shall have the right to terminate this Agreement immediately in BGG's sole judgment.
- (7) **Indemnification.** LICENSEE agrees to indemnify, defend and hold harmless BGG, its affiliates and all officers, directors, employees and agents thereof from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including reasonable attorneys' fees) arising out of or related to (i) any unauthorized use of the Licensed Trademarks, (ii) the sale or distribution of the Products, including without limitation damages arising out of or related to damage or injury to property or persons or caused by representations or warranties made by LICENSEE not directly authorized by BGG, and/or (iii) LICENSEE'S breach of this Agreement.
- (8) **General Provisions.**
- (a) Any amendment to this Agreement must be done so in writing and signed by both Parties.
 - (b) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
 - (c) LICENSEE may not assign this Agreement without prior written consent from BGG.
 - (d) This Agreement constitutes the entire agreement between both Parties, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
 - (e) If any part of this Agreement is deemed invalid, illegal or unenforceable, the remaining provisions of the Agreement will remain valid and enforceable as to both Parties.
 - (f) The failure of either Party to enforce at any time or for any period of time the provisions hereof is not to be construed to be a waiver of such provisions or the right of such Party thereafter to enforce such provisions.
 - (g) This Agreement shall not create any other kind of relationship (such as employment, partnership, agency) between the Parties other than the relationship of Licensor-Licensee.
 - (h) Any notice or other communication required or permitted to be made or given by either Party hereto pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such Party by FedEx, DHL or UPS, postage prepaid, addressed to it at its address set forth above, or to such other address as it shall designate by written notice given to the other party at said address.
 - (i) The Parties agree to resolve any dispute, controversy or claim that arises hereunder through good faith discussions and written correspondence, each in good faith

attempting to understand the other's position and to resolve the matter amicably. If thereafter, a Party in its sole discretion determines that any such dispute cannot be thus resolved, such dispute shall be subject to binding arbitration in Orange County, California by a single arbitrator. Such arbitration may be initiated by delivering notice to arbitrate to the other party at its last known address. The Parties agree that the results of the binding arbitration are enforceable in the United States, or in any other court having jurisdiction thereof.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

BGG North America, Inc.

IAFNETWORK SRL

By _____ Date _____ By  Date 05/07-2019
Title Title CEO