

TRADEMARK LICENSE AGREEMENT

This trademark licensing agreement (hereinafter "Agreement") is made between Pharmako Biotechnologies Pty Ltd (ABN 43 605139 688) (hereinafter "Pharmako"), located at 2/2 Aquatic Drive, Frenchs Forest, New South Wales 2086, Australia and IAF NETWORK SRL, (hereinafter "Customer"), located at via Flero 46 Torre Sud, 25125, Brescia, Italy.

WHEREAS, Pharmako is the owner and/or has the right to use and/or sublicense the trademark and logo HydroCurc® (hereinafter "Trademark") in connection with the manufacturing, marketing, distribution and sale of the proprietary bioavailable Curcumin formulation known as HydroCurc® (hereinafter "Licensed Product"); and

WHEREAS, Customer purchases the Licensed Product from Pharmako either directly or through a distributor representing Pharmako for formulation in Customer's products; and

WHEREAS, subject to the conditions and provisions of the Agreement, Customer desires to use the Trademark on labelling, packaging and in the sale and promotion of Customer's products which contain the Licensed Product;

OPERATIVE PART

In consideration of the covenants, terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed as follows:

1. Subject to the terms and conditions of the Agreement, Pharmako grants and Customer accepts a revocable, non-exclusive, non-transferable, limited right to use the Trademark solely on or in connection with Customer's products which contain the Licensed Product for the Term. The revocable, non-exclusive, non-transferable, limited right applies only to the territories of Australia, China, European Union, New Zealand, Canada, United States and United Kingdom.
2. Customer agrees that it will use the Trademark only on or in connection with Customer's products which contain the Licensed Product.
3. In all packaging, labelling, advertising, and promotional or other materials, the Trademark must be identified as a trademark HydroCurc with symbol ®. Furthermore, the Trademark shall be expressly mentioned as property of Pharmako. At no time is the Trademark not to be identified as a trademark and the Trademark must always be expressly mentioned as Pharmako property and comply with any Trademark guidelines provided by Pharmako. The statement, "HydroCurc is a trademark of Pharmako Biotechnologies Pty Ltd" would be considered sufficient to attribute ownership of the trademark to Pharmako.
4. Customer acknowledges that the formulation and technology of the Licensed Product is based on the clinical research conducted on the Licensed Product. Customer agrees to only use the Trademark on products where the Customer's product contains at least the recommended dosage of Licensed Product. Pharmako may withhold approval if the quantity of Licensed Product to be used in Customer's products is inconsistent with appropriate use of

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Pharmako Biotechnologies Pty Ltd
2/2 Aquatic Drive, Frenchs Forest NSW 2086
AUSTRALIA

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Initials: PBT

CUSTOMER AC

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the Trademark, and the Customer's formulations do not follow the formulations and/or technology based on the clinical research conducted on the Licensed Product.

5. Customer agrees to secure the prior written approval of Pharmako to any and all of Customer's packaging, labelling, advertising, promotional or other materials (Materials) which contain, bear, display or employ the Trademark, directly or indirectly, before the introduction of the Customer product in the market. Pharmako will have full discretion to request amendments or refuse approval to the submitted Materials if they are contrary to the terms and conditions of this agreement. Pharmako's approval applies only to proper use of the Trademark and the dosages. Pharmako's approval of labelling is not to be construed as an approval, support, or endorsement of any label claims made by Customer, nor will Pharmako accept any responsibility of liability for such label claims. All Customer Product packaging, labeling, advertising, promotional or other materials on which the Trademark is used shall bear the name and address of the Customer.
6. Customer will, at its expense, defend, indemnify and hold harmless Pharmako, and each of its officers, directors, employees, agents and affiliates, from and against any and all loss, damage, cost liability and expense (including reasonable fees for attorneys and other experts), arising out of any suit, action, claim or other proceeding brought by a third party alleging any cause of action based upon any claims, language, or other material contained on the packaging, labelling, advertising, promotional or other material, which employ the Trademark, directly or indirectly. For the avoidance of doubt, Customer shall be wholly responsible for its packaging, labelling, advertising, promotional or other materials, with or without the Trademark, directly or indirectly, and Pharmako disclaims any and all liability for such. Pharmako agrees to promptly notify Customer in writing of any such claim, provide Customer any assistance reasonably requested by Customer and necessary for the defence or settlement of such claim, and allow Customer to direct and control the defence and/or settlement of such claim, provided that Pharmako reserves the right to retain counsel at its own expense to participate in any claim for which indemnification is sought.
7. Pharmako can request samples of each of the Customer's products which contain the Licensed Product and copies of all Materials, which employ the Trademark, directly or indirectly. Customer agrees to furnish to Pharmako upon request and free of charge, samples of any Customer product and Materials in connection with the Trademark used.
8. Customer shall promptly comply with all requests by Pharmako for copies or originals of any or all reports, Materials or documents relating to the use of the Trademark within the possession or control of Customer including, without limitation: (i) specimens of representative packaging, labelling, informational, advertising, promotional or other materials bearing or displaying the Trademark and (ii) copies of files or records maintained by Customer. Customer shall not engage in any activity under or in connection with the Trademark if such activity has been objected to by Pharmako. Customer shall cooperate in all respects, as required by Pharmako, with regard to any action which Pharmako deems advisable either to protect Pharmako or any other party's rights in the Trademark or to contest a claim by a third party that the Customer's use of the Trademark infringes or otherwise violates any rights of any nature of said third party and will indemnify and hold harmless Pharmako, and each of its officers, directors, employees, agents and affiliates, from and against any and all loss, damage, cost liability and expense (including reasonable fees for attorneys and other experts) that may be suffered or incurred by Pharmako arising directly or indirectly out of, or in connection with, any claim brought, or threatened to be brought, by a

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third party against Pharmako alleging that use of the Trademark by the Customer other than in compliance with this Agreement constitutes an infringement of any rights of the third party.

9. Customer shall comply with all applicable governmental statutes, regulations or directives with respect to its use of the Trademark. Customer shall not use, alter, modify, dilute or otherwise misuse the Trademark in a manner which would be considered deceptive or would bring the Trademark or Pharmako in disrepute or contribute in any way to actions or activities that would adversely affect the value of the goodwill associated with the Trademark. Customer also agrees not to use, register or license any name or trademarks, which could cause confusion with the Trademark or otherwise jeopardize their validity.
10. Each party must promptly notify the other of:
 - a) any actual or suspected infringement of the Trademark that comes to its attention; and
 - b) any attack or challenge to any registration of the Trademark,
(each an *IP Ownership Claim*).

Pharmako will have absolute discretion to decide what action to take in respect of any IP Ownership Claim and sole conduct of any related legal proceedings (including any legal proceedings conducted in the name of Pharmako or in the joint names of the Pharmako and the Customer). Accordingly, the Customer must:

- a) not bring any legal proceedings in respect of any IP Ownership Claim without the prior written consent of Pharmako; and
- b) cooperate fully with Pharmako, and take all steps requested by Pharmako in its discretion, in defending any IP Ownership Claim, provided that Pharmako will be responsible for the cost of any related legal proceedings and entitled to any damages, account of profits and/or awards of costs recovered in respect thereof;

and the Customer must ensure that any and all of its assignees or sub-licensees do the same.

11. The rights and permissions granted to the Customer are personal to the Customer. The Customer may not assign, license or otherwise deal with the licenses granted to it by this Agreement or the Agreement itself and must not permit or purport to permit any other person to use or enjoy the rights granted under it without Pharmako's express prior written consent.
12. The right to use the Trademark, as provided in the Agreement, is granted by Pharmako to Customer royalty free.
13. To the extent permitted by law, except as expressly set forth in this Agreement, Pharmako makes no representations and extends no warranties of any kind, either express or implied. Nothing in this Agreement is or shall be construed as:
 - a. A warranty or representation by Pharmako as to the validity or scope of any Trademark;

- b. A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of trademark, copyrights and other rights of third parties; and
 - c. Granting by implication, estoppel, or otherwise any licenses under trademarks of Pharmako or other persons other than the Trademarks as set forth herein;
 - d. express or implied warranties of merchantability or fitness for a particular purpose for the Licensed Product.
 - e. A warranty, express or implied, as to any language, claims, labelling or advertising concerning the Licensed Product supplied by Pharmako to Customer.
14. If any legislation implies a condition or warranty into this Agreement in respect of goods or services supplied that cannot be excluded, and Pharmako's liability for breach of that condition or warranty may not be excluded but may be limited to, in the case of a supply of goods, Pharmako replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, Pharmako supplying the services again or paying the cost of having the services supplied again.
15. The Customer acknowledges that the Trademarks are of importance and value to Pharmako and that any use of the Trademarks by the Customer which does not strictly comply with the terms of this Agreement may prejudice Pharmako's rights to them. Also that Pharmako will not be bound to register the Trademarks. The Customer accordingly undertakes, for the benefit of Pharmako, that it will not:
- a. challenge the registration of the Trademarks or Pharmako's ownership of the Trademarks directly or indirectly;
 - b. use the Trademarks in a manner which is likely to prejudice the distinctiveness of the Trademarks or the validity of any registration of them;
 - c. use any trade mark, trade dress or get up whether registered or unregistered, which is similar to, or so nearly resembles the Trademarks as to be likely to deceive or cause confusion;
 - d. seek registration of any name, including any word, trade mark or domain name which resembles the Trademarks anywhere in the world (either while this Agreement is in effect or thereafter); or
 - e. assist, support, aid or conspire with any person to do any of the things set out in clause 16(a)-(d).
16. This Agreement will be in effect for a period of one year ("the Initial Term") beginning from the day it is signed by both parties and will then be automatically renewed for additional one-year periods ("Term") or until terminated sooner in accordance with the terms of this Agreement.
17. Termination.

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a. This Agreement may be terminated:

- i. By either party at each renewal date by giving the other party three (3) months prior written notice of termination; or
- ii. if the other party fails to comply with any of its obligations under this agreement and (where the breach is capable of remedy) fails to remedy the breach within thirty (30) days after receiving notice requiring it to do so; or (where the breach cannot be remedied) fails to take steps to prevent the recurrence of the breach to other party's reasonable satisfaction;
- iii. if the other party is declared bankrupt goes into liquidation, is wound up or dissolved (except for the purpose of reconstruction or amalgamation) or enters into a scheme of arrangement with its creditors or is placed under official management or in receivership or ceases to carry on business or ceases to be able to pay its debts as they become due.

- b. If this Agreement is terminated for any reason all rights and licenses granted to Customer under this agreement will terminate and Pharmako will be under no further obligation to provide Trademarks to the Customer. After this Agreement has terminated or expired, but subject to clause 19 c. Customer agrees not to use or refer to the Trademarks in any advertising or promotion for the Customer or its products, in any way, unless the Customer enters into a new agreement with Pharmako permitting the Customer to do so. Termination of this agreement will be without prejudice to the rights of any party against the other party for any prior breach of this agreement.
- c. Upon termination of this Agreement, Customer will have the right for a limited period of 9 months (the "Closing Period") to remove any marketing materials or sell off any inventory that has been manufactured or is in the process of being manufactured containing, bearing, displaying or employing the Trademark. Such use of the Trademark shall be in accordance with the terms of this Agreement. However, if Customer is in breach of the Agreement at the time of termination the Closing Period will be deemed waived.
- d. After the Closing Period, Customer shall no longer use in any manner whatsoever the Trademark or any trade name, trademarks, design, device or any other thing that is likely to be confused with the Trademark.
- e. Termination of this Agreement will not affect any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the Termination.

18. This Agreement confirms and sets forth all the terms and conditions and replaces any prior agreement between the parties and is the entire agreement between the parties concerning the rights in and to the use of the Trademark. This Agreement cannot be changed or modified except by a written agreement executed by a duly authorized officer or person of each party herein.

19. All notices, consents, requests, instructions, approvals and other communication provided for herein all legal process in regard hereto shall be validly given, made or served, if in writing,

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and delivered personally or sent by registered or certified air mail, postage prepaid, or federal express or similar service to the parties at their addresses set forth below or to such person to be specifically named hereinafter by the parties.

To Pharmako:

Company: Pharmako Biotechnologies Pty Ltd
Contact: Mr E. R. Meppem
Title: Commercial Director
Address: 2/2 Aquatic Drive
French's Forest, NSW 2086
Australia
Tel: +61 2 9451 0099
Email: eric@pharmako.com.au

To Customer:

Company: IAF NETWORK SRL
Contact: Mr. Alessandro Coradi
Title: CEO
Address: via Flero 46 Torre Sud
25125 Brescia
ITALY
Tel: +39 030 7751464
Email: info@iafnetwork.com

20. A waiver by either party of any term or condition in this Agreement in one instance shall not be deemed or construed to be a waiver of such term or condition in the future, or of any subsequent breach hereof, whether of the same or of a different nature. Any waiver must be in writing and signed by a duly authorized person of Pharmako.
21. If any provision of this Agreement is held to be wholly or partially unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
22. In any suit or proceeding relating to this Agreement the prevailing Party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in the judgement.
23. This Agreement may be executed in identical counterparts with the same force and effect if the signatures were all set forth on a single document.
24. Delivery of an executed counterpart of this Agreement by email in PDF or other image format, will be equally effective as delivery of an original signed hard copy of that counterpart. If a party delivers an executed counterpart of this agreement under this clause:
- a) it must also deliver an original signed hard copy of that counterpart, but failure to do so will not affect the validity, enforceability or binding effect of this agreement; and
 - b) in any legal proceedings relating to this agreement, each party waives the right to raise any defense based upon any such failure.
25. This Agreement shall be governed by and construed in accordance with the laws of the state of New South Wales, and the Commonwealth of Australia, and applicable therein, irrespective of any conflicts of law principles. The Parties hereby acknowledge that the Courts of New South Wales shall have exclusive jurisdiction to entertain any complaint, demand, claim, or cause of action whatsoever arising out of the Agreement. The parties hereby agree that if either of them commences any such legal proceeding; they will only be commenced in

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New South Wales.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as dated below.

CUSTOMER:

By: IAF NETWORK SRL

Name: Alessandro Coradi

Title: CEO

Date: 28/04/2021

PHARMAKO:

By: 

Name: Eric Meppem

Title: Commercial Director

Date: 05/05/2021

IAF NETWORK Srl
Sede Legale e Amministrativa
Via Flero, 46 - 25125 BRESCIA (BS)
P.IVA. 02424060982
www.iafstore.com - info@iafstore.com

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