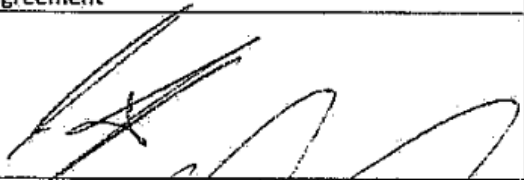
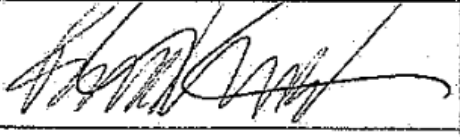


TRADEMARK LICENCE

BETWEEN:

- Volac International Limited whose registered office is at 50 Fishers Lane, Orwell, Royston, Hertfordshire, SG8 5QX ("Licensor"); and
- IAFNETWORK SRL, whose registered office is at via Flero 46, 25125 Brescia Italy ("Licensee")

Grant of licence	Licensor grants Licensee a limited non-exclusive non-transferable right and licence without the right to sublicense, to display the Licensed Marks in the form specified in Schedule 3 on containers, packaging, shipping cartons, promotional materials including all forms of digital media for Licensed Products in the Territory. Licensee shall not use or display the Licensed Marks on or in connection with products other than the Licensed Products.
Licensed Marks:	See Schedule 1
Licensed Products:	See Schedule 2
Logos of the licenses	See Schedule 3
Territory	See Schedule 4
Effective Date:	From date of execution by Licensor
Term:	This agreement shall come into force on the Effective Date and shall continue in force for two years unless terminated in accordance with clause 7. There is no automatic right of renewal.
Third Party Manufacturer	<ul style="list-style-type: none"> • See clause 6.2
Compliance with laws:	<ul style="list-style-type: none"> • Licensee undertakes to abide by all EU regulatory and health claims requirements applicable to the production, commercialisation and sale of the Licensed Products in the Territory.
Right of inspection	<ul style="list-style-type: none"> • Representatives of Licensor shall, upon reasonable notice, have the right to inspect, during normal business hours and at reasonable intervals, inventories of packaging, labels and all promotional materials for Licensed Products for the purpose of determining Licensee's compliance with its obligations under this agreement.
Notice Address:	<ul style="list-style-type: none"> • Licensor: • Licensee:
Other terms and conditions:	Set out on pages 2 to 6 of this agreement
Signed by For and on behalf of IAFNETWORK SRL	Duly Authorised 
Signed by _____ for and on behalf of Volac International Limited.	Duly Authorised 
Date of acceptance by Licensor	

Background

- Licensors are the beneficial owners of the Licensed Marks.
- Licensors are the registered owners of the Licensed Marks.

1 Agreed terms

- 1.1 Title and goodwill and registrations
- 1.2 Licensee acknowledges that Licensor owns and shall continue to own all right, title and interest in and to the Licensed Marks
- 1.3 Licensee shall not dispute or challenge or claim against the licensor in relation to the validity of the Licensed Marks, or the rights of Licensor to the Licensed Marks, during the Terms and shall not do, permit or cause to be done any act consisting or in any way impairing Licensor's right, title and interest in and to the Licensed Marks.
- 1.4 Use of the Licensed Marks by Licensee will not create in Licensee any right or interest in the Licensed Marks. All goodwill derived from and use of the Licensed Marks by Licensee will inure solely to the benefit of Licensor.
- 1.5 Licensee shall not apply for, or obtain, registration of the Licensed Marks for any goods or services in any country. Licensee shall not apply for, or obtain, the Licensed Marks or any confusingly similar word or words.
- 1.6 Licensor grants Licensee the sole use of the Licensed Marks in the Territory and for a period of two (2) years, provided the purchased quantities agreed between the parties are fulfilled for each year of the contract. The Licensor reserves full rights to exploit the Licensed Marks itself in the Territory.
- 1.7 The use of licensed trademarks is subject to the annual purchase of XXXXXX in total consumption. Distributed in different products produced by the Licensor

2 Duties of the parties

- 2.1 Licensee shall promptly notify Licensor of any attack on the validity of any registration of the Licensed Marks.
- 2.2 Licensee shall abide by regulations and practices in force or use in the Territory in order to safeguard Licensor's rights in the Licensed Marks.

3 Quality control and approval procedures

- 3.1 Licensor shall notify Licensee of the standards of quality and specifications which shall be adopted by Licensee in the manufacture, promotion, distribution and sale of Licensed Products and Licensee undertakes to comply with such standards and specifications. Licensor shall give Licensee written notice of any modifications or changes to the standards of quality or specifications, and Licensee shall implement any such modification or change as soon as is reasonably practicable.

- 3.2 Licensee will manufacture and market the Licensed Products and using ingredients fully compliant with all applicable food, hygiene, health claim and other applicable laws prevailing in both the country of production and the country of sale.

4 Advertising and Marketing

- 4.1 Licensee undertakes to ensure that its advertising and marketing of Licensed Products shall in no way reduce or diminish the reputation, image and prestige of the Licensed Marks or of products sold under or by reference to the Licensed Marks (including, without limitation, Licensed Products).
- 4.2 Licensee shall provide Licensor under request with samples of promotional materials, advertising, packaging, labels, and other materials displaying the Licensed Marks ("Advertising Material(s)") for inspection and approval prior to the use by Licensee. The focus of Licensor's inspection of the Advertising Materials shall be on the use of the Licensed Marks, and Licensor Hereby expressly disclaims any responsibility or liability regarding those portions of the Advertising Materials for the Licensed Products that do not relate directly to the Licensed Marks. Once a particular Advertising Material item is approved, any substantial changes or additions thereto or substantial subtractions therefrom also require prior approval from Licensor pursuant to this section.
- 4.3 Licensee shall ensure that the Licensed Products manufactured, distributed or sold by or on behalf of Licensee shall be of a quality comparable to the quality Licensor has maintained for its products manufactured, marketed, distributed and sold under the Licensed Marks. Licensor shall determine, in Licensor's sole discretion, that the Licensed Products meet such standards.

5 Compliance with applicable laws

- 5.1 Each Licensed Product distributed by Licensee under this agreement shall comply with all applicable laws and regulations of governmental or other competent authorities in the Territory from time to time, and any established industry standards in the country of origin and the country of destination, and be safe for the use for which it is intended.
- 5.2 Licensee shall be responsible for obtaining any licenses, registrations, permits or approvals necessary or advisable for the promotion and sale of the Licensed Products in the Territory.
- 5.3 Licensee shall comply with all local regulations concerning marketing and sale, and with all and any conditions binding on it in any licenses, registrations, permits and approvals referred to in clause 5.2.

6 Assignment and third party manufacturers

- 6.1 This agreement is personal to Licensee. Licensee shall not assign or transfer all or any part of its rights or obligations under this agreement other than as provided in clause 8.2.
- 6.2 Licensor acknowledges that Licensee may have the Licensed Products manufactured by a third party. Within the (10) days of its execution of this agreement, Licensee shall provide Licensor with a list of all companies whom Licensee intends to engage to manufacture Licensed Products. Licensee represents and warrants that each such manufacturer shall manufacture, package and label the Licensed Products in conformity with all laws and

regulations whether now existing or hereafter promulgated. Licensee shall also promptly notify Licensor of any changes in the list of manufacturers provided as outlined above or any additional manufacturers retained by Licensee to produce Licensed Products and shall comply with all of the terms of this paragraph with respect to any new manufacturers retained.

- 6.3 Licensor may assign the benefit of this agreement and may delegate any of its duties under this agreement.

7 Termination

- 7.1 Licensor may terminate this agreement immediately by giving notice to Licensee if:
 - 7.1.1 Licensee becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors; or
 - 7.1.2 Licensee compulsory or voluntarily enters into liquidation, except for the purposes of a bona fide reconstruction or amalgamation, and with the prior written approval of Licensor; or
 - 7.1.3 Licensee has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or
 - 7.1.4 There is a change in control of Licensee which, in the sole opinion of Licensor, materially affects the ability of Licensee to carry out its obligations under this agreement in a manner satisfactory to Licensor; or
 - 7.1.5 Licensee ceases or threatens to cease to carry on its business; or The Licensee uses the Licensed Mark in such way that the Licensor deems is detrimental to their business.
- 7.2 Licensor may terminate this agreement in the event of a material breach by Licensee by giving Licensee thirty (30) day's prior notice, specifying the particulars of the breach. If Licensee remedies the breach within such thirty (30) day period, this agreement shall continue in full force and effect; otherwise, it shall terminate in accordance with the notice.
- 7.3 The Licensor may terminate this agreement without liability to the Licensee by giving 30 day's notice in writing to the Licensee if the Licensee fails to purchase the Minimum Purchase requirement in any 12 month period from the Effective Date.

8 Effect of termination

- 8.1 When this agreement is terminated:
 - The licence to use the Licensed Marks ceases immediately;
 - Licensee shall refrain from directly or indirectly using or displaying any advertising or promotional material or performing any other act that might cause others to infer or to believe that Licensee is a trademarks licensee of Licensor.
 - Licensee shall not manufacture, sell or offer any products or services of any type or description under, or by reference to, the Licensed Marks or any confusingly similar Licensed Marks;
 - Licensee shall return to Licensor at its own expense all confidential, secret or proprietary information of Licensor (including all copies in whatever form of any such information) and undertake not to use that information for any purpose; and

- Licensee shall co-operate with Licensor in cancelling any registration of this agreement as a Licence or of Licensee as a permitted user of the Licensed Marks.
- 8.2 Upon termination of this agreement, all rights granted to Licensee shall immediately revert to Licensor and Licensee shall promptly execute such documents as Licensor shall reasonably require confirming the transfer of all such rights to Licensor absolutely.
- 8.3 Termination of this agreement by either party pursuant to clause 7 shall not of itself give rise to any entitlement of the other party to compensation for termination but shall be without prejudice to the right to seek compensation for breach of any provisions of this agreement prior to termination.

9 Notices

- A notice under or in connection with this agreement shall be in writing, shall be in the English language and may be delivered personally or sent by post, facsimile transmission, email or comparable means of communication to the party due to receive the notice at its address set out on page 1 of this agreement.

10 General

- 10.1 This agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior draft, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 10.2 No variation of this agreement shall be effective unless made with writing.
- 10.3 If any provision of this agreement is held to be illegal, void, invalid, or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this agreement in that jurisdiction shall not be affected and the legality, validity and enforceability of the whole of this agreement shall not be affected in any other jurisdiction.
- 10.4 No failure to exercise, or any delay in the exercise, by either party to this agreement of any right, power, privilege or remedy under this agreement shall impair, or operate as a waiver of, such right, power, privilege or remedy.
- 10.5 Nothing in this agreement shall constitute, or be deemed to constitute, a partnership between the parties or, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.
- 10.6 This agreement shall be governed by and construed in accordance with the laws of England and each party hereby submits to the exclusive jurisdiction of the English courts for the purposes of resolving any dispute and/or enforcing any claim arising hereunder.
- 10.7 This agreement is drafted in the English language. If this agreement is translated into any other language, the English language text shall prevail.

SCHEDULE 1**LICENSED TRADEMARKS****Registered trade Marks**

• Country	• Class	• Marks	• Registration
• Community	• 5, 29	• VOLACTIVE	No • 000874917

Part II
Form of trade Marks

For avoidance of doubt the Licensee may not use any other License Mark without limitation registered to Volac International Ltd.

SCHEDULE 2**LICENSED PRODUCTS**

Yamamoto Nutrition Iso Fuji 700gr - 2kg
 Yamamoto Nutrition Iso Fuji NATURAL 700gr - 2kg
 Yamamoto Nutrition Ultra whey complex 700gr - 2kg - 4kg
 Yamamoto Nutrition Muscle whey Complex 2kg

SCHEDULE 3**LOGOS OF THE LICENSES**

Volactive®

SCHEDULE 4**TERRITORY**

All over the world