



TRADEMARK LICENSE AGREEMENT

BioPerine[®], is a branded ingredient supplied by Sabinsa. Due to the unique properties of this ingredient brand and the language used in the patents¹, the Customer agrees to the following criteria, along with terms and conditions which Sabinsa and the Customer deem necessary to assure the protection of the intellectual property rights, identity and integrity of BioPerine[®] in Europe.

Therefore, with respect to any product or formulation containing BioPerine[®], the Customer agrees:

1. To purchase and/or direct its manufacturer to purchase and manufacture on Customer's behalf, BioPerine[®] directly from Sabinsa or through Sabinsa's accredited agent.
2. To list the name BioPerine[®] on all product(s) ingredient panels and submit label to Sabinsa for final approval.
3. To identify BioPerine[®] as a registered trademark of Sabinsa and to include BioPerine[®] word / logo on the product label and in advertising materials (For German sales with comment Kein Bio-Produkt gemäß VO 834 /2007). Customer will be given indemnification if the BioPerine[®] word / logo infringes with any other trademark or patents.
4. It will not display the name, identify or market BioPerine[®] with any generic material, logo or artwork not supplied or approved by Sabinsa.
5. BioPerine[®] is to be represented with "®" along with the legend "BioPerine[®] is an IP protected ingredient of Sabinsa" in any material, which is to be used in Customers' products/ marketing media. Sabinsa will intimate the customer if there is any change in the registration status of the Trademark. Please see annexure 1 for logo details

This agreement applies to all products containing BioPerine[®] whether manufactured, sold, distributed or marketed by the Customer and/or others. Other than for use in manufacturing the Customer's own product, the Customer shall not resell or supply BioPerine[®] in the bulk raw material form, either directly or indirectly, to any third party. Sabinsa will supply only to the manufacturer. If the Customer is not the manufacturer, the Customer shall inform Sabinsa of the name and address of the customer's manufacturer. If the Customer is a contract manufacturer, and supplies, but does not own or control, the finished product, the contract manufacturer shall inform its Customer to the terms and conditions of this agreement. A license agreement must be executed by each of the Customers' contract manufacturers and Sabinsa.

Additionally, the Customer shall provide Sabinsa with a current or known future list of products containing BioPerine[®]. Customer must update any additions and deletions to this list annually or upon request.

The Customer shall use BioPerine[®] only to the extent required for the purposes described herein. This Agreement does not explicitly nor implicitly give any rights towards the Intellectual Properties, GRAS affirmations, domain or digital ownership of any kind to the user unless warranted and agreed by Sabinsa. Sabinsa shall have the right to terminate this Trademark License Agreement immediately by written notice at any time in case Customer is found violating Sabinsa Intellectual Properties, domain or digital ownership policies.

Use of BioPerine[®] requires that the provisions of this agreement be understood and accepted by all those who use and market it. Sabinsa may refuse to supply or sell BioPerine[®] to any person or entity who fails

¹ Patents, where applicable - See sabinsa.com/about-us/intellectual-properties

to honor this agreement; however, Customer will be given reasonable time to sell through inventory after receipt of written notification detailing the reasons for terminating this agreement. Sabinsa may also pursue any and all legal rights, remedies and recourse in the event of a breach of this Agreement.

This Agreement is valid for a period of three (3) years and is binding upon the Customer, its successors and assignees. This Agreement shall be governed by, enforced under and interpreted in accordance with the laws of Germany to which jurisdiction the parties, hereby, submit.

The following product(s) are submitted by the Customer for approval to include the ingredient BioPerine[®], according to the terms and conditions of this Trademark License Agreement. Please indicate the brand and product trade name:

THUNDERTECH NUTRITION - LIPOTECH BURN

Name and Address of Marketing Company:

HERACLES NUTRITION SRL - VIA COSTANZO GUGLIELMI
31, ROME (RM) 00166

Name and Address of Manufacturing Company (if different from Marketing Company):

/

| ACCEPTANCE OF AGREEMENT BY AUTHORIZED REPRESENTATIVE | | | |
|------------------------------------------------------|-------------------------------|---------------|---------------------------------------|
| Customer | <u>HERACLES NUTRITION SRL</u> | | <u>HERACLES NUTRITION s.r.l.</u> |
| Name (Print) | <u>ALESSIO SANTERINI</u> | Title (Print) | <u>CEO P. IVA e C. F. 16671101000</u> |
| Signature | <u>Alessio Santerini</u> | Date | <u>05/03/2024</u> |

| SABINSA APPROVAL | | | |
|------------------|--------------------|---------------|-------------------|
| Name (Print) | <u>Dr. V. ...</u> | Title (Print) | |
| Signature | <u>[Signature]</u> | Date | <u>05.05.2024</u> |

Trademark Nos: Registration no. 018480388 (Word-Class 1, 5)
Registration no. 000286922 (Word-Class 30)

TLA No BioPerine[®] 40114

