

**BioPerine®**  
Trademark License Agreement

BioPerine® supplied by Sabinsa Corporation is an all-natural patented product designed to enhance the absorption of nutritional compounds. Due to the unique properties of this ingredient and the language used in the patents, the Customer agrees to the following criteria, terms and conditions which Sabinsa deems necessary to assure the protection of its intellectual property rights, identity and integrity of BioPerine® in the marketplace.

With respect to any product or formulation containing BioPerine®, the Customer agrees:

1. To purchase BioPerine® directly from Sabinsa Corporation or through their accredited exclusive agent in your country.
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 trademark of Sabinsa Corporation and to include its logo on the product label and in advertising materials. Customer will be given indemnification if BioPerine® 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. Based on double blind clinical data, Sabinsa recommends BioPerine® in the amount of 5 mg per dose but does not require this level in Customer's formulation.

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 any 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 contract manufacturers Customers and Sabinsa Corporation.

As an addendum to this agreement, the Customer shall provide Sabinsa with a current list of products containing BioPerine®. Addendum to be updated annually by the Customer listing additions/deletions.

Use of BioPerine® requires that the provisions of this agreement be understood and accepted by all who use and market it. Sabinsa Corporation may refuse to supply or sell BioPerine® to any person or entity who fails 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 Corporation may also pursue any and all legal rights, remedies and recourse in the event of a breach of this Agreement.

This Agreement is binding upon the Customer, its successors and assigns. This Agreement shall be governed by, enforced under and interpreted in accordance with the laws of the State of New Jersey, to which jurisdiction the parties, hereby, submit.

\_\_\_\_\_  
Acceptance of Agreement by authorized company representative:

Company / Customer \_\_\_\_\_

Name (please print) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
-----

For Sabinsa use only:

Trademark License Approval by \_\_\_\_\_ Date \_\_\_\_\_

BioPerine®  
Trademark License Agreement  
Product Addendum

The following product(s) are submitted by the Customer for approval to include the ingredient BioPerine®, according to the terms and conditions of the Trademark License Agreement. BioPerine® is recommended at 5 mg per dose. Please indicate the brand and product trade name.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name and address of Marketing Company:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Sabinsa Approval by \_\_\_\_\_ Date \_\_\_\_\_