

## Trademark License Agreement

This Trademark License Agreement (the “**Agreement**”) is executed at [Just Superior] on this day of [30.10.2025.] (“**Effective Date**”) and is made by and between

**Ixoreal Biomed Inc**, a California Corporation at 10849 Weyburn Avenue, Los Angeles, CA 90024 (“Ixoreal”) (hereinafter referred to as the “**Licensor**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its subsidiaries, alter ego, successors and permitted assigns) of **ONE PART**;

**AND**

(Just Superior), a company domiciled in Serbia, Belgrade (hereinafter referred to as the “**Licensee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its Subsidiaries, successors and permitted assigns) of the **OTHER PART**.

The Licensor and the Licensee shall hereinafter be collectively referred to as the “**Parties**” and each individually as a “**Party**”

Whereas, **Shri Kartikeya Pharma**, a proprietorship firm, having its registered office at Plot No.1057 F2, PBN Center, Road No.45, Jubilee Hills, Hyderabad - 500033, India, which is affiliated with Ixoreal, (“SKP”) has developed an all-natural proprietary ashwagandha root extract called KSM-66 Ashwagandha which has been registered under the Trade Marks Act, 1996 of India having Registered No 1476513 in Class 5 (“KSM®”)

Licensor represents and warrants to the Licensee that it is the sole and exclusive owner of all intellectual property rights in KSM-66 Ashwagandha (“the “Mark”);

Whereas, Licensee wishes to use the Mark in connection with its Product(s) and Licensor is willing to grant to the Licensee the trademark license to use the Mark in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following criteria, terms and conditions:

1. Quality assurance of KSM-66®- Subject to the terms and conditions of this Agreement, Licensor hereby agrees that with reference to any KSM-66® sourced by the Licensee from SKP, directly or through its Purchasing Agent (which expression shall include its Contract Manufacturer), every such consignment shall be accompanied by the Certificate of Analysis by SKP (“COA”). Licensor represents and warrants that the said KSM-66® shall not contain any impurities or defects and will be produced, packaged and distributed in compliance with all applicable laws and regulations. On receipt of the consignment, to satisfy itself of the above, the Licensee, at its sole discretion, may carry out independent testing and validation of the consignment, at any qualified laboratory, at its cost, within a period of twenty-one days from the date of receipt of the consignment, before using KSM-66® in any manner, which includes manufacture, sale, distribution, market usage or supply, in any form. This period is extendable in exceptional circumstances, in writing, by a maximum period of 7 days, at the sole discretion of the Licensor, which shall not be unreasonably withheld. In case any material variation in the quality is determined (i.e. any specification in the validation report is below the minimum acceptable specification in the COA) the consignment shall be returned to the Licensor at its sole expense, for pre-paid shipping for all returns, and Licensee shall be sent a fresh consignment or refunded the amount paid in advance for the consignment, at the sole discretion of the Licensee. Licensee shall have the right to examine the goods at the point of destination. If the goods are not according to the sample or specification, the Licensee shall have the right to reject the consignment.
2. Licensor grants to the Licensee, a non-exclusive, royalty-free, non-transferable right and trademark license for a period of 3 (three) years from the effective date to use KSM-66® during the term of this Agreement in connection with the manufacture, promotion, advertising, distribution, and sale of Product(s), as identified in the Addendum.
3. Licensee agrees to purchase KSM-66® directly from SKP or through the accredited agent of the Licensor in its country.
4. As the seller, distributor or marketer of a product containing KSM-66® Licensee agrees to list the name KSM-66® on all product(s) ingredient panels and submit the label to Licensor for final approval, which approval shall not be unreasonably withheld. The Licensee agrees to not display the name of KSM-66®, identify KSM-66® or market KSM-66® with any marketing material, logo or artwork, not supplied or approved by Licensor. The exception to this is when the Licensee uses the KSM-66® name and logo as part of a label or ingredients panel already approved by Licensor as above.
5. Licensee shall not assign any parts of its rights or obligations under this agreement to any third party without the prior written consent of the Licensor