

LICENSE AND SUPPLY AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered by and between: 1) DIVINITUS, LLC, a Florida Limited Liability ("Licensee") and 2) VANIGLIA E CIOCCOLATO, INC., ("Licensor") a Florida Corporation; and 3) VANIGLIA E CIOCCOLATO LAB INC. ("Manufacturer"), a Florida Corporation, these two latter parties being affiliates and sharing the same center of management and control;

RECITALS:

A. VANIGLIA E CIOCCOLATO, INC. is the sole owner of the VANIGLIA AND CIOCCOLATO® trademark and related intellectual-property rights, and as such VANIGLIA E CIOCCOLATO, INC., has the exclusive right to grant to any third party the right to use the VANIGLIA AND CIOCCOLATO® trademark and related intellectual-property rights.

B. DIVINITUS, LLC is the sole owner of a shop (hereinafter the Ice Cream Shop) located at 3725 NE 163rd Street, North Miami Beach, Florida, 33181, and devoted to be a Gelato (ice cream) Shop, coffee lounge, delicatessens market, sale of desserts, and related products, as well as any other activity typically associated and/or compatible with the referred business, including the services of catering.

C. DIVINITUS, LLC desires to obtain the right to use the trademark VANIGLIA AND CIOCCOLATO®, in connection with the Ice Cream Shop, and in connection with the sale, advertisement and promotion of ice cream and related products.

D. VANIGLIA E CIOCCOLATO, INC. is willing to grant such a license to DIVINITUS, LLC, upon the terms and conditions set forth in this Agreement, as well as in consideration with the supply and distribution agreement also entered by means of this instrument.

E. VANIGLIA E CIOCCOLATO LAB INC., an affiliate of Licensor, is the manufacturer of ice cream products (and other related products, such as desserts), and such manufacturing activity is carried out by VANIGLIA E CIOCCOLATO LAB INC. at its own facilities currently located in Broward County, State of Florida, where VANIGLIA E CIOCCOLATO LAB INC has the necessary sanitary licenses and permits.

Initials: By DIVINITUS:
By VANIGLIA E CIOCCOLATO, INC. _____

By VANIGLIA E CIOCCOLATO LAB INC.: _____

F. DIVINITUS, LLC desires to purchase from VANIGLIA E CIOCCOLATO LAB INC. inventory of ice cream and related products with the intent to re-sale the same to the public from the ice cream shop

THEREFORE,

In consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) **Trademark License.** VANIGLIA E CIOCCOLATO, INC., hereby grants to DIVINITUS, LLC a non-transferable, non-assignable, royalty-free, license to use the VANIGLIA AND CIOCCOLATO® Trademark, solely within the Territory, as set forth in this Agreement, for the retail sale, distribution, advertising, promotion of food products, including ice cream products, as well as related services (such as catering.) This grant of license shall be exclusive in connection with the Territory which encompasses a radius of 5 miles from Ice Cream Shop (the "Territory.") Therefore, subject to the restrictions set forth in this Agreement DIVINITUS, LLC shall be entitled to use, at the Ice Cream Shop, the VANIGLIA AND CIOCCOLATO® trademark, as well all goodwill associated to it. Also, DIVINITUS, LLC may, at DIVINITUS's discretion, use the VANIGLIA AND CIOCCOLATO® trademark as the business name of its Ice Cream Shop, and may adopt the same as fictitious name of the referred location. DIVINITUS, LLC may re-locate the referred ice cream shop to a different location within the Territory.

2) DIVINITUS, LLC shall use the VANIGLIA AND CIOCCOLATO® trademark using the Red and White colors in the store and in a manner that will not damage the good name and reputation of VANIGLIA E CIOCCOLATO INC.

3) **Reservation of Rights.** Nothing contained in this Agreement shall prevent VANIGLIA E CIOCCOLATO, INC., from exercising any rights similar to those granted to the Licensee, either directly or through affiliates or other licensees, at any time, but always outside the Territory. This does not affect in any way the supply to wholesales and hotels in the captioned Territory.

4) **Consideration for the License.** The foregoing trademark license is being granted by VANIGLIA E CIOCCOLATO, INC., in consideration to the supply and distribution agreement being also entered between the parties by virtue of the ensuing provision, and from which both VANIGLIA E CIOCCOLATO, INC. and VANIGLIA E CIOCCOLATO LAB INC. will obtain financial gain, namely, the selling price of the products that will be sold by VANIGLIA E CIOCCOLATO LAB INC. to DIVINITUS, LLC.

4 a) License Fee. As compensation for the rights granted hereunder, LICENSEE shall pay to LICENSOR (Vaniglia & Cioccolato) an annual license fee (To be negotiated upon Lease Agreement Contract) for the first year of the term, payable in monthly installments of one-twelfth each, beginning on the Commencement Date. All license fee payments due hereunder shall be paid in advance and shall be due on or before the first day of each month. In the event the Commencement Date is

other than the first day of the month, the license fee for the first and last months of the term hereof shall be apportioned accordingly. At each anniversary of the Commencement Date, during the initial term and any renewal terms, the annual license fee payable by LICENSEE shall automatically increase by four percent (4%).

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Initials: By DIVINITUS:

By VANIGLIA E CIOCCOLATO, INC. _____

By VANIGLIA E CIOCCOLATO LAB INC.: _____

5) **Supply of Ice Cream Products.** VANIGLIA E CIOCCOLATO LAB INC. represents and warrants that it is devoted to the manufacturing and wholesale sale and distribution of GELATO (Ice Cream) and related items (and provision of related services) under the VANIGLIA AND CIOCCOLATO® trademark. Such ice cream products are manufactured following unique recipes, formulas and methods that render a first quality product that is recognizable by the part of the consumers. Thus, it is an essential covenant of this Agreement that VANIGLIA E CIOCCOLATO LAB INC. shall supply and sell to DIVINITUS products necessary to have adequate inventories at DIVINITUS 's Ice Cream Shop, and that such ice cream products shall be as of the same quality, and shall follow the same recipe, formula, and preparation method, as the ice cream products being currently sold by VANIGLIA E CIOCCOLATO, INC., and VANIGLIA E CIOCCOLATO LAB INC. within its own retail outlets, specifically, the outlet located at 15969 Pines Blvd, Pembroke Pines, FL 33027. Also, VANIGLIA E CIOCCOLATO LAB INC. shall make available to DIVINITUS, LLC, reasonable quantities of ice cream and related products, and VANIGLIA E CIOCCOLATO LAB INC. agrees that products will be made available throughout the term of this Agreement.

6) **Price:** The price for each container of gelato (ice cream) is \$0.00 when orders are submitted at least 72 hours in advance. In case of Rush Orders placed 24-48 hours prior to delivery date, there will be an increase of 10% assessed to your bill.

7) **Sale of Ice Cream Products on Not Less Favorable Terms.** In the event of the sale and distribution of products by VANIGLIA E CIOCCOLATO LAB INC. to DIVINITUS, LLC, either branded, or not, under the VANIGLIA AND CIOCCOLATO® trademark, VANIGLIA E CIOCCOLATO LAB INC. (including any Affiliates) shall always provide DIVINITUS, LLC not less favorable terms than those offered to any

other outlet that offers the referred products and/or services. Further VANIGLIA E CIOCCOLATO LAB INC. shall endeavor to deliver and distribute enough quantities of such products to DIVINITUS before offering them to third parties outlets.

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Initials: By DIVINITUS:

By VANIGLIA E CIOCCOLATO, INC. _____

By VANIGLIA E CIOCCOLATO LAB INC.: _____

VANIGLIA E CIOCCOLATO LAB INC. shall charge DIVINITUS, LLC with reasonable prices, providing for a reasonable arms-length commercialization margin for the sale of products. Prices may be subject to change due to supply and ingredients price variation. Also, DIVINITUS, LLC will not engage in the selling of other ice cream brands. DIVINITUS, LLC will sell only the VANIGLIA E CIOCCOLATO Brand, otherwise it will be considered as a breach of the foregoing Agreement.

8) Payment of Invoices. DIVINITUS, LLC shall pay for products sold by VANIGLIA E CIOCCOLATO LAB INC. within the ensuing 7 (seven) business days of delivery.

9) Exclusive Sale and Distribution for the Territory. VANIGLIA E CIOCCOLATO, INC., as well as VANIGLIA E CIOCCOLATO LAB INC. shall only sell and distribute ice cream products within the Territory (whether or not marked with the VANIGLIA AND CIOCCOLATO® trademark), to DIVINITUS, LLC and not through any other outlet located within the Territory with the exception of hotels as noted in the article 3 of this Agreement.

10) Term of this Agreement. This Agreement shall be valid for the duration of the lease (Three years) agreement that DIVINITUS, LLC has entered in connection with the current location of the Ice Cream Shop. Therefore, this Agreement shall have an initial duration until . Then, after such initial term this Agreement shall be deemed extended for consecutive terms of one (1) year each term, upon agreement of the parties involved in this Agreement unless any of the parties notifies the other parties its decision not-to extend the referred term, with at least 90 days prior to the relevant extension. In any event, and always after the initial six months of the initial term of this Agreement, any of the parties may rescind this Agreement, by convenience and with no liability to the other parties by reason of such decision, by notifying the other parties of such decision of rescission, and the same shall be effective six months after such notification.

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Initials: By DIVINITUS:

By VANIGLIA E CIOCCOLATO, INC. _____

By VANIGLIA E CIOCCOLATO LAB INC.: _____

MISCELLANEOUS

1) **Non-Partnership**. The Parties to this Agreement are independent. Thus, this Agreement does not create any partnership, co-ownership, joint venture, or any fiduciary relationship between them and nothing in such agreements will be intended to make any Party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other party. The Ice Cream Shops is owned and operated solely by DIVINITUS, LLC.

2) **Governing Law; Venue**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida as interpreted by the courts of said State, notwithstanding any rules regarding choice of law to the contrary. Without prejudice of the Arbitration clause set forth below, each party consents to the jurisdiction of any court in Miami-Dade County, Florida for any action arising out of matters related to this Agreement. In any event, all parties waive their right to a jury trial.

3) **Validity**. In the event that any portion of any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement which shall remain in full force and effect.

4) **Entire Agreement**. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.

5) **Indulgences, waivers, Etc.** Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver.

6) **Execution in Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose

signature appears thereon, and all of such shall together constitute one and the same instrument.

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Initials: By DIVINITUS:: _____: _____

By VANIGLIA E CIOCCOLATO, INC. _____

By VANIGLIA E CIOCCOLATO LAB INC.: _____

7) **Interpretation**. The captions contained herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

8) No Third Party Beneficiaries. Notwithstanding anything herein to the contrary, no provision of this Agreement is intended to benefit any party other than the parties to the same; and no provision hereof shall be enforceable by any other party.

9) **Non-judicial Dispute Resolution**. Before resorting to litigation, each party agrees to use commercially reasonable, good faith efforts to resolve disputes without litigation as hereinafter provided. In the event of a dispute which the parties cannot resolve directly between themselves, within five (5) days of receipt of written notice from either party, the parties agree to institute non-binding mediation for up to a period of thirty (30) days (but no longer unless they otherwise mutually agree) to resolve the dispute through private mediation, using an independent, trained and certified mediator. If the dispute remains unresolved after mediation, the parties may resort to binding arbitration as set forth in the ensuing sections of this Agreement.

10) **Arbitration**. Any and all disputes or claims that may arise between the parties relating in any way to, or arising out of this Agreement, or any other applicable contract between such parties, resulting or arising from this Agreement, shall be resolved exclusively through final and binding arbitration, rather than in court. This section is adopted by the parties without prejudice of the their rights to seek injunctive relief before the courts, as applicable. The Federal

Arbitration Act shall govern the interpretation and enforcement of this Agreement to Arbitrate, and the following terms shall apply (“Agreement to Arbitrate” for purposes of this Section):

a) The arbitration tribunal should apply these terms as a court would. All issues are for the arbitrators to decide, including any issues relating to arbitrability, scope or enforceability of this Agreement to Arbitrate.

Initials: By DIVINITUS:: _____ & R: _____;

By VANIGLIA E CIOCCOLATO, INC. _____

By VANIGLIA E CIOCCOLATO LAB INC.: _____

b) The arbitration will be conducted by the American Arbitration Association (“AAA”) under its applicable rules and procedures. The arbitral tribunal shall be composed of three arbitrators except for any case where the AAA’s rules provide that the arbitration shall be conducted by a single arbitrator. The seat of the arbitration shall be Miami, Florida.

c) A party who intends to seek arbitration must send to the other, by certified mail, a notice of dispute (“Notice of Dispute”) as well as a Demand for Arbitration to the AAA (in addition to the applicable AAA’s forms.) All information called for in the notice must be provided, including a description of the nature and basis of the asserted claim and the relief sought. In case there is a settlement offer made between the parties at any phase or stage of the arbitration, it shall not be disclosed to the arbitration tribunal.

d) The arbitration tribunal will decide the substance of all claims in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions, and shall not be bound by prior arbitration awards. The arbitration award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

e) If an arbitration tribunal or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

f) In the event that this Agreement to Arbitrate above is found not to apply, either as a result of a decision by the arbitration tribunal or a court order, then the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement will be the state or federal courts located in the Miami-Dade County of Florida.

11) **Execution of this Agreement.** This Agreement may be executed by all of its signatories in separate, but identical counterparts and exchanged between the parties via original hard copy or via PDF copy delivered by electronic means.

IN WITNESS WHEREOF, the undersigned have set their hands as of the day and year first above written.

By DIVINITUS:

Signature: _____

Signature: _____

Date: _____

Date: _____

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BY VANIGLIA E CIOCCOLATO INC
President

Signature: _____ Date: _____

By VANIGLIA E CIOCCOLATO LAB INC.

President

Signature: _____

Date:-----

Vice President

Signature: _____

Date : _____

State of Florida]
County of Broward}

Before me, a Notary Public for the State of Florida at large, personally appeared the above persons who, after being duly sworn, subscribed the foregoing instrument on this day of

Notary Public Name:
My Commission expires:

Notary Signature

Notary Seal

