NUCOREBIO · INTELLECTUAL PROPERTY LICENSING · SAMPLE TEMPLATE

SAMPLE TEMPLATE
NCB-LIC-040 · v2.0 · 2026

Formula License Agreement

FOR REVIEW PURPOSES ONLY
Not legally binding until executed

SAMPLE DOCUMENT — NOT LEGALLY BINDING

IMPORTANT NOTICE: This document is a SAMPLE TEMPLATE provided for review purposes only. It does not constitute a binding legal agreement. Final executed agreements will be customised to the specific formula, territory, and commercial terms agreed between NuCoreBio and the Licensee. All final agreements are reviewed and executed by authorised representatives of both parties. Consult your legal counsel before signing any agreement.

Party	Role	Details
NuCoreBio Technology Co., Ltd.	LICENSOR	Hainan Free Trade Port, China · Formula IP Owner
[Licensee Company Name]	LICENSEE	[To be completed — company name, jurisdiction, address]
Effective Date	—	[Date of final execution by both authorized parties]
Formula Reference	—	[Formula code, e.g. NCB-MH-001 — ProVital M24™]
License Territory	—	[Geographic territory — e.g. United States and Canada]
License Type	—	[Non-Exclusive / Exclusive — see Section 3]

— PREAMBLE

Recitals & Background

WHEREAS, NuCoreBio Technology Co., Ltd. ("NuCoreBio" or "Licensor"), a company organized and existing under the laws of the People's Republic of China, with its principal place of business at Hainan Free Trade Port, China, has developed and owns or controls proprietary formulations, associated know-how, manufacturing specifications, and related intellectual property for dietary supplement products;

WHEREAS, [Licensee Company Name] ("Licensee"), a company organized and existing under the laws of [Jurisdiction], with its principal place of business at [Address], desires to license certain formula intellectual property from NuCoreBio for the purpose of manufacturing, distributing, and selling dietary supplement products within the Licensed Territory;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

— ARTICLE 1

Definitions

1.1	**"Formula IP"**	means the proprietary dietary supplement formula identified in Schedule A, including the ingredient composition, specified standardisation levels, processing methodology, quality specifications, and associated manufacturing know-how.
1.2	**"Licensed Products"**	means dietary supplement products manufactured substantially in accordance with the Formula IP.
1.3	**"Licensed Territory"**	means the geographic territory specified in Schedule A, within which the Licensee is authorised to manufacture, market, distribute and sell Licensed Products.
1.4	**"License Fee"**	means the one-time or recurring fee payable by Licensee to NuCoreBio for the rights granted herein, as specified in Schedule B.
1.5	**"Royalty"**	means the percentage of Net Sales payable by Licensee to NuCoreBio, as specified in Schedule B. Royalty obligations apply only where expressly stated in Schedule B.
1.6	**"Confidential Information"**	means all non-public information relating to the Formula IP, including ingredient identities, concentrations, specifications, manufacturing processes, and clinical data, disclosed by either party under this Agreement.
1.7	**"Effective Date"**	means the date on which this Agreement is fully executed by authorized representatives of both parties.
1.8	**"NDA"**	means a Non-Disclosure Agreement executed by both parties as a condition precedent to NuCoreBio releasing the Formula IP details to Licensee.
1.9	**"Net Sales"**	means gross revenue received by Licensee from sales of Licensed Products, less returns, allowances, customary trade discounts, and applicable taxes collected from customers.
1.10	**"Term"**	means the duration of this Agreement as specified in Article 6.

— ARTICLE 2

Grant of License

2.1 Grant

Subject to the terms and conditions of this Agreement, NuCoreBio hereby grants to Licensee a license to use the Formula IP solely for the purpose of manufacturing, marketing, distributing and selling Licensed Products within the Licensed Territory. The nature of the license (exclusive or non-exclusive) is specified in Schedule A.

2.2 Non-Exclusive License (Default)

Unless Schedule A expressly states that an exclusive license is granted, the license granted under this Agreement is NON-EXCLUSIVE. NuCoreBio retains the right to grant similar licenses to other parties within the Licensed Territory or any other territory.

2.3 Exclusive License (Where Applicable)

Where Schedule A specifies an EXCLUSIVE license for a defined Territory, NuCoreBio agrees not to grant the same Formula IP rights to any other party within that Territory during the Term. Exclusive licenses are subject to minimum volume commitments specified in Schedule B.

2.4 Sublicensing

Licensee may NOT sublicense the Formula IP to any third party without the prior written consent of NuCoreBio. Any sublicense arrangement must be approved in writing and may be subject to additional terms and fees.

2.5 Retained Rights

NuCoreBio expressly retains all rights in the Formula IP not specifically granted herein, including the right to manufacture Licensed Products for supply to Licensee and the right to further develop, improve, or modify the Formula IP.

2.6 Territorial Restriction

Licensee shall not actively market, distribute or sell Licensed Products outside the Licensed Territory without prior written consent from NuCoreBio. Passive sales resulting from unsolicited orders from outside the Territory require NuCoreBio approval.

— ARTICLE 3

Intellectual Property Ownership & Improvements

3.1 NuCoreBio IP Ownership

All Formula IP, including the ingredient composition, specifications, analytical methods, manufacturing know-how, and any associated patents or patent applications, remains the exclusive property of NuCoreBio. This Agreement does not transfer ownership of any Formula IP to Licensee.

3.2 Licensee Brand IP

Licensee retains all rights in its own brand name, trademarks, trade dress, and marketing materials. NuCoreBio acquires no rights in Licensee's brand IP through this Agreement.

3.3 Improvements by NuCoreBio

Any improvements or modifications to the Formula IP developed by NuCoreBio independently remain the property of NuCoreBio. NuCoreBio may, at its discretion, offer improved formula versions to Licensee, which may require a supplemental license fee.

3.4 Improvements by Licensee

Any improvements or modifications to the Formula IP developed by Licensee shall be promptly disclosed to NuCoreBio. Unless otherwise agreed in writing, such improvements shall be jointly owned by both parties, with each party having the right to exploit such improvements without accounting to the other.

3.5 No Challenge

Licensee agrees not to challenge, contest, or assist any third party in challenging NuCoreBio's ownership or validity of the Formula IP during the Term and for two (2) years following termination of this Agreement.

— ARTICLE 4

License Fees, Royalties & Payment Terms

4.1 License Fee

Licensee shall pay to NuCoreBio the License Fee specified in Schedule B within thirty (30) days of the Effective Date. The License Fee is non-refundable.

4.2 Royalty Payments (Where Applicable)

Where Schedule B specifies a Royalty rate, Licensee shall pay Royalties to NuCoreBio quarterly, within thirty (30) days following the end of each calendar quarter. Each Royalty payment shall be accompanied by a written report showing Net Sales of Licensed Products during the quarter.

4.3 Minimum Annual Commitment (Exclusive Licenses)

For Exclusive Licenses, Licensee shall meet the Minimum Annual Purchase Commitment specified in Schedule B (minimum annual production volume sourced through NuCoreBio or manufactured under quality oversight). Failure to meet this commitment gives NuCoreBio the right to convert the license to non-exclusive.

4.4 Payment Method

All payments shall be made by bank wire transfer (T/T) to the account designated by NuCoreBio in writing. All amounts shall be in United States Dollars (USD) unless otherwise specified in Schedule B.

4.5 Late Payment

Late payments shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by applicable law, whichever is lower) from the due date until paid.

4.6 Taxes

Each party shall be responsible for its own income taxes. Any withholding taxes imposed on payments from Licensee to NuCoreBio shall be deducted from payments and Licensee shall provide NuCoreBio with official tax receipts.

— ARTICLE 5

Quality Standards, Manufacturing & Audit Rights

5.1 Quality Obligation

Licensee shall ensure that all Licensed Products are manufactured in accordance with Good Manufacturing Practice (GMP) standards applicable in the Licensed Territory, and meet the quality specifications set out in Schedule C (the Formula Specification Sheet). Licensee shall not alter the Formula IP in any material way without prior written consent from NuCoreBio.

5.2 NuCoreBio Manufacturing Preference

NuCoreBio strongly recommends — and for the first twelve (12) months of the Agreement, requires — that Licensed Products be manufactured through NuCoreBio's production network to ensure specification compliance. Licensee may transition to an alternative GMP-certified manufacturer after the twelve-month period with NuCoreBio's prior written approval.

5.3 Certificate of Analysis

All batches of Licensed Products shall be accompanied by a Certificate of Analysis (COA) from an accredited third-party laboratory, verifying that the product meets the specifications in Schedule C. Licensee shall provide copies of all COAs to NuCoreBio upon request.

5.4 Audit Rights

NuCoreBio reserves the right, on not less than thirty (30) days written notice, to audit Licensee's manufacturing facilities, quality records, and sales records to verify compliance with this Agreement. Audit costs shall be borne by NuCoreBio unless the audit reveals material non-compliance, in which case costs shall be borne by Licensee.

5.5 Product Recall

In the event of a product safety concern or regulatory recall affecting Licensed Products, both parties agree to co-operate fully. Licensee bears sole responsibility for any recalls resulting from its own manufacturing or labeling defects. NuCoreBio bears responsibility for defects originating from Formula IP or ingredients supplied by NuCoreBio.

— ARTICLE 6

Term, Renewal & Termination

6.1 Initial Term

This Agreement commences on the Effective Date and continues for an initial term of two (2) years unless earlier terminated in accordance with this Article 6.

6.2 Renewal

Following the Initial Term, this Agreement shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least ninety (90) days before the end of the then-current term.

6.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if: (a) the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice; (b) the other party becomes insolvent, makes an assignment for the benefit of creditors, or is subject to bankruptcy proceedings; (c) Licensee challenges NuCoreBio's Formula IP ownership.

6.4 Termination for Convenience

Either party may terminate this Agreement for any reason upon ninety (90) days' prior written notice. License Fees paid are non-refundable upon termination for convenience.

6.5 Effect of Termination

Upon termination: (a) all rights granted to Licensee cease immediately; (b) Licensee shall cease manufacturing Licensed Products; (c) Licensee may sell existing Licensed Products inventory for up to ninety (90) days post-termination; (d) all Confidential Information shall be returned or destroyed; (e) all outstanding payments become immediately due.

— ARTICLE 7

Confidentiality & Non-Disclosure

7.1 Confidentiality Obligation

Each party agrees to hold the other's Confidential Information in strict confidence and not to disclose it to any third party without prior written consent. Each party shall use Confidential Information solely for the purposes of this Agreement.

7.2 Standard of Care

Each party shall protect the other's Confidential Information using the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

7.3 Permitted Disclosures

Confidential Information may be disclosed to employees, contractors, or advisors who have a need to know and are bound by written confidentiality obligations at least as protective as those in this Agreement.

7.4 Survival

Confidentiality obligations survive termination of this Agreement for a period of five (5) years. Formula IP specifications shall be treated as permanently confidential regardless of time.

— ARTICLE 8

General Provisions

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China, without regard to its conflict of law provisions.

8.2 Dispute Resolution

Any dispute arising from this Agreement shall first be resolved through good faith negotiation between senior representatives of both parties. If unresolved within thirty (30) days, the dispute shall be submitted to binding arbitration under the Hong Kong International Arbitration Centre (HKIAC) Rules.

8.3 Entire Agreement

This Agreement, including all Schedules, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements.

8.4 Amendment

This Agreement may only be amended by a written instrument signed by authorised representatives of both parties.

8.5 Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.6 Force Majeure

Neither party shall be liable for failure to perform its obligations due to events beyond its reasonable control, including acts of God, war, government actions, or natural disasters, provided the affected party gives prompt notice.

SCHEDULES A, B & C — POPULATED IN FINAL EXECUTED AGREEMENT

SCHEDULE A (to be completed in final executed agreement): Formula identity, Licensed Territory, license type (exclusive/non-exclusive), and term. SCHEDULE B (to be completed): License fee amount, royalty rate (if any), and minimum volume commitments (exclusive licenses). SCHEDULE C (to be completed): Formula specification sheet including ingredient composition, standardization levels, quality parameters, and COA criteria.

FOR AND ON BEHALF OF NUCOREBIO TECHNOLOGY CO., LTD.	FOR AND ON BEHALF OF [LICENSEE COMPANY NAME]
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INITIATE LICENSING DISCUSSION

To discuss formula licensing terms, request a customized agreement, or ask about available formulas: Email: Mc5896538@outlook.com | WhatsApp: +86 15866920149 | Reference: NCB-LIC-040 All licensing inquiries are subject to execution of our standard NDA (NCB-NDA-001).