NUCOREBIO · EXCLUSIVE LICENSING · SAMPLE TEMPLATE

Exclusive Territory Formula License Agreement

SAMPLE TEMPLATE
NOT LEGALLY BINDING
NCB-ELA-050 · v2.0 · 2026
For Review Only

SAMPLE DOCUMENT — NOT LEGALLY BINDING

IMPORTANT NOTICE: This is a SAMPLE TEMPLATE for review purposes only. It demonstrates the structure and key provisions of NuCoreBio's Exclusive Territory License Agreement. This document does not constitute a binding legal agreement. All executed agreements are customised to specific formulas, territories, and commercial terms, and signed by authorised representatives of both parties. Consult qualified legal counsel.

Party	Role	Details
NuCoreBio Technology Co., Ltd.	LICENSOR / GRANTOR	Hainan Free Trade Port, China · Registered owner of Formula IP
[Licensee Company Name]	EXCLUSIVE LICENSEE	[Full legal name, jurisdiction, registered address]
Effective Date	—	[Date of full execution by both authorised signatories]
Licensed Formula	—	[Formula code and brand name, e.g. NCB-MH-001 — ProVital M24™]
Exclusive Territory	—	[Defined territory — e.g. Australia, New Zealand, and Singapore]
Exclusivity Term	—	[Initial exclusive term — e.g. 36 months from Effective Date]
Minimum Annual Volume	—	[Units per year required to maintain exclusivity — see Schedule B]
License Fee	—	[One-time exclusive territory fee — see Schedule B]

— PREAMBLE

Recitals & Background

WHEREAS, NuCoreBio Technology Co., Ltd. ("NuCoreBio" or "Licensor") is the owner and developer of proprietary dietary supplement formulas, associated manufacturing know-how, quality specifications, and related intellectual property, including the Formula identified in Schedule A hereto;

WHEREAS, [Licensee] has reviewed the Formula, evaluated pilot samples, and confirmed its intention to build a commercially significant supplement brand in the Licensed Territory based substantially on the Formula; and

WHEREAS, NuCoreBio is prepared to grant exclusive rights in the Licensed Territory to Licensee, subject to Licensee meeting the Minimum Annual Volume Commitments and all other conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

— ARTICLE 1

Definitions

1.1	**"Formula IP"**	means the proprietary supplement formula identified in Schedule A, including its complete ingredient specification, standardisation parameters, manufacturing know-how, analytical methods, Bio-Speed™ delivery matrix, and all associated intellectual property.
1.2	**"Exclusive Territory"**	means the geographic territory defined in Schedule A, within which NuCoreBio grants Licensee the exclusive right to market, distribute and sell Licensed Products during the Exclusivity Period. The Exclusive Territory is defined by country or countries only — sub-territories within a country are not separately demarcated unless expressly stated.
1.3	**"Exclusivity Period"**	means the period during which the license granted herein is exclusive, commencing on the Effective Date and continuing for the Initial Exclusive Term specified in Schedule A, subject to automatic renewal on the conditions in Article 5 and the Volume Commitment conditions in Article 6.
1.4	**"Minimum Annual Volume Commitment" (MAVC)**	means the minimum annual production volume (in units) that Licensee must source through NuCoreBio or NuCoreBio-approved manufacturers to maintain exclusivity, as specified in Schedule B. Failure to meet the MAVC triggers the downgrade provisions in Article 6.
1.5	**"Licensed Products"**	means dietary supplement products manufactured to the Formula IP specification and sold by Licensee under Licensee's brand within the Exclusive Territory.
1.6	**"Net Sales"**	means total gross revenue received by Licensee from sales of Licensed Products, less actual returns, allowances, and applicable sales taxes collected on behalf of authorities.
1.7	**"Formula Retirement"**	means NuCoreBio's decision to permanently discontinue licensing a Formula to all parties. Formula Retirement triggers the provisions in Article 8.
1.8	**"Permitted Modification"**	means a change to the Formula IP that is within the scope of modifications permitted under Article 10 of this Agreement, as approved in writing by NuCoreBio.
1.9	**"Competitive Formula"**	means any third-party formula that, in NuCoreBio's reasonable opinion, addresses the same primary health mechanism and consumer category as the Licensed Formula.
1.10	**"Downgrade Event"**	means conversion of this Agreement from an exclusive to a non-exclusive license, as triggered by the events specified in Article 6.4.

— ARTICLE 2

Exclusive Grant of License

2.1 Exclusive Grant

Subject to this Agreement and Licensee meeting the MAVC, NuCoreBio hereby grants to Licensee an EXCLUSIVE, non-sublicensable license to use the Formula IP to manufacture (or have manufactured), market, distribute, and sell Licensed Products within the Exclusive Territory during the Exclusivity Period.

2.2 NuCoreBio Exclusivity Covenant

During the Exclusivity Period and provided the MAVC is met, NuCoreBio covenants that it will NOT: (a) grant any other party the right to manufacture or sell the Formula IP as Licensed Products within the Exclusive Territory; (b) manufacture or sell Licensed Products itself within the Exclusive Territory; (c) grant rights to any Competitive Formula within the Exclusive Territory to any third party without Licensee's prior written consent.

2.3 Retained Rights of NuCoreBio

Notwithstanding exclusivity, NuCoreBio retains: (a) ownership of all Formula IP; (b) the right to manufacture Licensed Products for supply to Licensee; (c) the right to continue licensing the Formula IP outside the Exclusive Territory; (d) the right to develop new formulas, including those that may compete with Licensee's products outside the Exclusive Territory; (e) the right to conduct R&D; on the Formula IP.

2.4 No Sublicensing

Licensee may not sublicense, transfer, or otherwise grant any third party rights in the Formula IP without prior written consent of NuCoreBio. Change of control or business sale provisions are addressed in Article 11.

2.5 Territorial Restriction on Licensee

Licensee shall not actively market, solicit customers, or establish distribution infrastructure outside the Exclusive Territory. Passive sales (unsolicited orders from outside the territory) are permitted but must be reported quarterly. Repeated or significant passive sales from a non-licensed territory trigger an obligation to negotiate an additional territory license.

— ARTICLE 3

Exclusivity Conditions & Minimum Annual Volume Commitment

Exclusivity is a premium right. NuCoreBio grants it only where Licensee demonstrates genuine commercial commitment through minimum volume performance. The MAVC protects both parties: NuCoreBio ensures its formula reaches meaningful scale in the territory; Licensee knows exactly what is required to maintain their competitive position.

Year	Minimum Annual Volume (Units)	Measurement Period	Reporting Due	Consequence of Miss
Year 1 (Months 1–12)	As per Schedule B — Year 1 MAVC	Calendar year or 12 months from Effective Date	45 days after period end	Grace period: 60 days to cure (see Article 6.4)
Year 2 (Months 13–24)	As per Schedule B — Year 2 MAVC (may be higher)	Second 12-month period	45 days after period end	Downgrade to non-exclusive if uncured
Year 3 (Months 25–36)	As per Schedule B — Year 3 MAVC	Third 12-month period	45 days after period end	Agreement expires or converts per Article 5
Renewal Years	As mutually agreed in writing — minimum 10% annual uplift	Each 12-month renewal period	45 days after period end	Non-renewal if no agreement on MAVC

VOLUME REPORTING OBLIGATION

VOLUME REPORTING: Licensee must provide NuCoreBio with quarterly sales reports showing units sold of Licensed Products in the Exclusive Territory. Annual MAVC verification is based on units of Licensed Products manufactured through NuCoreBio or NuCoreBio-approved facilities, not merely units sold. Report template provided at Schedule D.

— ARTICLE 4

Exclusivity Downgrade & Conversion to Non-Exclusive

4.1 Downgrade Trigger Events

A Downgrade Event occurs if: (a) Licensee fails to meet the MAVC in any 12-month period by more than 20% after the 60-day cure period in Article 4.2; (b) Licensee fails to submit required quarterly or annual volume reports within 30 days of the due date after written notice; (c) Licensee materially breaches any quality obligation and fails to cure within 60 days.

4.2 Cure Period

Before a Downgrade Event takes effect, NuCoreBio must provide written notice of the volume shortfall. Licensee has 60 days from such notice to: (a) meet the MAVC shortfall by placing and completing a qualifying production order; or (b) negotiate a reduced MAVC with NuCoreBio (which NuCoreBio may refuse in its sole discretion).

4.3 Effect of Downgrade

Upon a Downgrade Event: (a) the license converts from exclusive to non-exclusive with immediate effect; (b) NuCoreBio may license the Formula IP to other parties in the former Exclusive Territory; (c) no refund of the exclusive license fee is payable; (d) Licensee may continue selling Licensed Products under a non-exclusive basis on the standard non-exclusive license terms.

4.4 Re-Upgrade to Exclusive

A Licensee whose license has been downgraded may apply to regain exclusivity after demonstrating 6 consecutive months of MAVC-compliant volume. Re-upgrade is subject to NuCoreBio's approval and may require a new exclusivity fee and revised MAVC.

— ARTICLE 5

Exclusive License Fee & Payment Structure

5.1 Exclusive Territory License Fee

Licensee shall pay to NuCoreBio the Exclusive Territory License Fee specified in Schedule B. This fee compensates NuCoreBio for: (a) the exclusive right granted; (b) the market opportunity cost of not licensing to other parties in the Territory; (c) the formula dossier, clinical documentation, regulatory package, and regulatory pathway analysis provided for the Territory.

5.2 Payment Schedule (Exclusive Fee)

The Exclusive Territory License Fee shall be paid: (a) 50% on execution of this Agreement as a non-refundable deposit; (b) 50% within 30 days of NuCoreBio delivering the complete Formula Dossier (Schedule C) and all agreed pre-production documentation. Both tranches are non-refundable.

5.3 Royalty (Where Applicable)

Where Schedule B specifies an ongoing royalty, Licensee shall pay royalties quarterly within 30 days following each quarter end, accompanied by a certified sales report. Many exclusive arrangements are structured as a one-time license fee with no ongoing royalty — the specific structure is determined in Schedule B.

5.4 Production Pricing Advantage

Exclusive licensees receive a preferential production pricing tier from NuCoreBio, discounted from standard contract manufacturing pricing. Specific production pricing is quoted separately and forms part of the commercial agreement but not this License Agreement.

5.5 Auditing

NuCoreBio reserves the right to audit Licensee's sales records annually with 30 days' written notice to verify royalty calculations and MAVC compliance. If an audit reveals under-reporting of more than 5%, Licensee shall bear the audit cost.

— ARTICLE 6

Quality Standards & Manufacturing Obligations

6.1 Specification Compliance

All Licensed Products must be manufactured strictly in accordance with the Formula Specification in Schedule C. Licensee shall not alter the Formula IP without NuCoreBio's prior written approval. Permitted modifications are governed by Article 10.

6.2 GMP Compliance

Licensed Products must be manufactured in facilities holding valid GMP certification applicable to the Exclusive Territory (e.g. 21 CFR Part 111 for US products; TGA-licensed for Australia). Failure to maintain GMP compliance is a material breach.

6.3 Mandatory 3rd-Party Testing

Every production batch of Licensed Products must be independently verified by an ISO/IEC 17025 accredited laboratory. COA results must confirm potency within ±5% of specification and all contaminant parameters within regulatory limits for the Territory.

6.4 Audit Rights

NuCoreBio may audit Licensee's manufacturing site (or have an approved agent conduct the audit) with 30 days' written notice. Licensee shall provide full cooperation, access to batch records, and quality documentation.

6.5 Product Recall

In a recall event: (a) Licensee is fully responsible for recall costs arising from its own manufacturing or labeling; (b) NuCoreBio is responsible for defects attributable to Formula IP or ingredients supplied by NuCoreBio; (c) both parties shall co-operate fully and promptly in any regulatory investigation.

— ARTICLE 7

Term, Renewal & Termination

7.1 Initial Exclusive Term

This Agreement commences on the Effective Date. The Exclusivity Period continues for the Initial Exclusive Term specified in Schedule A (typically 24–36 months), subject to MAVC compliance.

7.2 Renewal of Exclusivity

Exclusivity may be renewed for successive 12-month periods if: (a) Licensee provides written notice of renewal intent 90 days before expiry; (b) the preceding year's MAVC was met in full; (c) the MAVC for the renewal period is agreed in writing; and (d) any applicable renewal exclusivity fee is paid. Exclusivity lapses automatically if conditions are not met.

7.3 Termination for Cause

Either party may terminate immediately upon written notice if: (a) the other party commits a material breach not cured within 60 days; (b) the other party enters insolvency proceedings; (c) Licensee challenges NuCoreBio's Formula IP ownership or assists any third party in doing so.

7.4 Termination for Convenience

Either party may terminate this Agreement (but not the non-exclusive license continuation) on 90 days' written notice. Exclusivity fee is non-refundable. After termination for convenience, Licensee's right to sell Licensed Products ceases at the end of the notice period.

7.5 Formula Retirement

If NuCoreBio elects to retire the Formula IP (globally and permanently), NuCoreBio shall: (a) provide 12 months' advance written notice; (b) offer Licensee the right to acquire the Formula IP at a preferential buyout price; (c) refund a pro-rata portion of any unexpired exclusivity fee if no buyout is elected.

7.6 Effect of Termination

Upon termination: (a) all exclusive rights cease immediately; (b) Licensee may sell existing inventory for up to 90 days; (c) all Confidential Information is returned or destroyed; (d) all outstanding payments become immediately due; (e) surviving provisions include confidentiality, payment, IP ownership, and dispute resolution.

— ARTICLE 8

Intellectual Property, Confidentiality & Modifications

8.1 Ownership

All Formula IP remains the exclusive property of NuCoreBio. This Agreement grants a right to use the Formula IP — it does not transfer ownership, even under an exclusive license. Full IP ownership transfer requires a separate IP Transfer Agreement.

8.2 Permitted Modifications

Licensee may request formula modifications within the scope of Article 10 (governed by the Formula Modification Rights Guide, NCB-FMR-053). All modifications require written NuCoreBio approval prior to implementation. Approved modifications become part of the licensed Formula IP and remain owned by NuCoreBio unless otherwise agreed.

8.3 Licensee Improvements

Where Licensee proposes and NuCoreBio approves a material improvement to the Formula IP, the parties shall agree in writing on IP ownership of such improvement. Default: improvements to licensed formula IP are co-owned, with each party having exploitation rights without royalty accounting.

8.4 Confidentiality

All Formula IP details — including ingredient identities, concentrations, manufacturing parameters, and analytical data — are Confidential Information. Both parties agree to maintain strict confidentiality for the Term and 7 years after. Formula specifications shall be treated as permanently confidential.

8.5 Brand Attribution

Licensee sells Licensed Products solely under Licensee's brand. NuCoreBio will not be identified on product labels unless both parties agree in writing. NuCoreBio's name and "ProVital M24™" formula trademark may be used in investor or trade presentations with prior written approval.

— ARTICLE 9

Change of Control & Business Sale

This section addresses what happens to the exclusive license when Licensee's ownership or control changes — for example, in a business sale, merger, or significant investor entry. This is a critical provision for brands planning an exit.

9.1 Notification Obligation

Licensee must notify NuCoreBio in writing at least 45 days before any change of control event (business sale, merger, acquisition, or transfer of 50%+ of Licensee's shares to a new party). Earlier notification is strongly encouraged.

9.2 Transfer of License on Business Sale

An exclusive license may be transferred to a buyer of Licensee's business (including the brand using Licensed Products) provided: (a) NuCoreBio provides written consent (not to be unreasonably withheld); (b) the buyer agrees in writing to be bound by all terms of this Agreement; (c) the MAVC transfer fee specified in Schedule B is paid.

9.3 NuCoreBio Right of First Refusal

If Licensee receives a bona fide third-party offer to purchase the business including the Licensed Products brand, NuCoreBio has a right of first refusal to match that offer for the Formula IP component specifically. Licensee must provide written notice and a 30-day response period before accepting any third-party offer.

9.4 Competitor Acquisition

If Licensee is acquired by a direct competitor of NuCoreBio in the same geographic market or same product category, NuCoreBio may terminate this Agreement on 180 days' notice, with pro-rata refund of any prepaid exclusivity fees.

— ARTICLE 10

General Provisions

10.1 Governing Law	This Agreement is governed by the laws of the Hong Kong SAR, PRC.
10.2 Dispute Resolution	First: good-faith senior management negotiation (30 days). Then: binding HKIAC arbitration.
10.3 Entire Agreement	This Agreement plus all Schedules constitutes the complete agreement between the parties.
10.4 Amendment	Only by written instrument signed by authorised representatives of both parties.
10.5 Force Majeure	Neither party liable for failure due to events beyond reasonable control with prompt notice.

10.6 Severability	Invalid provisions shall be severed; remaining provisions continue in full force.
10.7 No Waiver	Failure to enforce any provision does not waive that party's right to enforce it later.

SCHEDULES — COMPLETED IN FINAL EXECUTED AGREEMENT

SCHEDULE A: Formula identity, Exclusive Territory definition, Initial Exclusive Term, and permitted territory expansion options. SCHEDULE B: Exclusive Territory License Fee amount, payment schedule, MAVC by year, royalty rate (if applicable), production pricing tier. SCHEDULE C: Complete Formula Specification Sheet (ingredient identities, concentrations, standardisation parameters, quality limits) — released under NDA before execution. SCHEDULE D: Quarterly and annual volume report templates.

FOR AND ON BEHALF OF NUCOREBIO TECHNOLOGY CO., LTD. (LICENSOR)	FOR AND ON BEHALF OF [LICENSEE LEGAL NAME] (EXCLUSIVE LICENSEE)
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Witness: _____	Witness: _____

BEGIN EXCLUSIVE LICENSING PROCESS

To initiate exclusive licensing discussions, receive territory availability confirmation, or request a customised agreement: Email: Mc5896538@outlook.com | WhatsApp: +86 15866920149 | Reference: NCB-ELA-050 All exclusive licensing inquiries require NDA execution as a first step.