

TRADEMARK LICENSE AGREEMENT

between

DSM Nutritional Products Ltd, Wurmisweg 576, 4303 Kaiseraugst, Switzerland

(hereinafter "Licensor")

And

**BuDer Marketing Consultant Co., Ltd. 6F-3, No.140, Linsen S. Rd. Taipei 100, Taiwan,
R.O.C**

(hereinafter "Licensee").

WHEREAS, Licensor is the owner of and/or has the right to use the Trademark OPTISHARP (as hereinafter defined) in connection with the marketing, distribution and sale of Zeaxanthin (the "Product") in the Territory as detailed in Appendix 1 hereinafter; and


WHEREAS, Licensee purchases the Product from Licensor for further formulation in Licensee's products; and

WHEREAS, subject to the terms and conditions of this Agreement, Licensee desires to use the Trademark in the Territory in connection with the sale and promotion of Licensee's products which contain the Product.

NOW, THEREFORE, in consideration of the covenants, terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed as follows:

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2. Licensee agrees that it will use the Trademark only (1) on or in connection with Licensee's products which contain the Product and (2) if the Conditions for use as set forth in the "OPTISHARP Brand Guidelines" are met.
3. In all packaging, labeling, advertising, promotional or other materials, the Trademark shall be identified as a registered Trademark with the symbol ® or as a Trademark with the symbol ™, as the case may be for Licensee's products which are sold or offered for sale in the Territory. Licensee shall identify its product which contains the Product as follows: "This product

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4. On a yearly basis, Licensee shall supply Licensor with samples of each of its product which contain the Product and copies of all packaging, labeling, advertising, promotional or other material, which employs the Trademark, directly or indirectly. Licensee further agrees that Licensor may at any time examine and take samples of any product of Licensee in connection with which the Trademark are used or are to be used by Licensee. Licensee shall furnish to Licensor upon request and free of charge, samples of any Licensee product in connection with the Trademark used. If Licensor determines that any such samples do not contain the Product or do not meet the specifications set forth in Appendix 2, Licensor will so notify Licensee and Licensee shall immediately desist from using the Trademark in connection with such Licensee's products.

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10. This Agreement, and the rights of Licensee, are not assignable or transferable by Licensee in any fashion.

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12. Licensee recognizes that Licensor will suffer irreparable damages if Licensee breaches this Agreement or any portion thereof and, accordingly, Licensee agrees that Licensor may enjoin such act as well as pursue any other remedies available at law.

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16. All notices, consents, requests, instructions, approvals and other communication provided for herein and all legal process in regard hereto shall be validly given, made or served, if in writing, and delivered personally or sent by registered or certified air mail, postage prepaid, or federal express or similar service to the parties at their addresses set forth above or to such person to be specifically named hereinafter by the parties.

17. This Agreement may be terminated by either party by (i) giving the other party six (6) months written notice of termination for any reason or (ii) giving the other party written notice with immediate effect if the other party, after given written notice of breach of the agreement by the terminating party, fails to cure such breach within one (1) month after receiving such written notice of breach from the terminating party. Upon termination of this Agreement, for whatever reason, all rights granted hereunder shall expire without any indemnity being due to Licensee.

18. A waiver by either party of any term or condition in this Agreement in one instance shall not be deemed or construed to be a waiver of such term or condition in the future, or of any subsequent breach hereof, whether of the same or of a different nature. Any waiver must be in writing and signed by a duly authorized officer of Licensor.

19. This Agreement shall be construed and interpreted in accordance with the laws of Switzerland. Any controversies which cannot be settled amicably between the parties should be brought before the competent courts of Basel-Stadt.


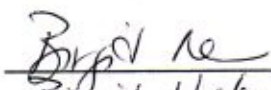
20. If any provision of this Agreement is held to be wholly or partially invalid, illegal or unenforceable, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____ (date).

BuDer Marketing Consultant Co., Ltd

By: 
Name: _____
Title: _____
By:  
Name: _____
Title: _____

DSM Nutritional Products Ltd

By: 
Name: Thomas Keller
Title: Head Human Nutrition
By: 
Name: Birgit Nielsen
Title: Business Dev. Manager



Appendix 1: Territory

<u>Trademarks</u>	<u>Countries</u>	<u>Appl.No./Reg.No</u>
1. Optisharp™	Taiwan	
2. The main ingredients Lutein & Zeaxanthin of this products are provided by DSM Nutritional Products. 本產品主要成份之葉黃素及高品質 Optisharp™ 玉米黃質素是由全球葉黃素頂尖品質的生產者 DSM Nutritional Products 製造供應。		
3. This products use Lutein & Zeaxanthin which is provided by DSM Nutritional products and use Beadlets technology to stablize the material's quality and improve absorption. 本產品使用之葉黃素及玉米黃質素 Optisharp™ 是由全球知名頂尖保健原料製造商 DSM Nutritional Products 利用高科技 Beadlets 造粒技術處理，使其品質更穩定，更好被吸收。		

