UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE

SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **December 19, 2018**

CHROMADEX CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**001-37752**	**26-2940963**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

10005 Muirlands Boulevard, Suite G, Irvine, California, 92618
(Address of principal executive offices, including zip code)

(949) 419-0288
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ]Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ]Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ]Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ]Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement .

On December 19, 2018, ChromaDex, Inc. (the "Company") and Nestec Ltd. ("Nestec") entered into a supply agreement (the "Supply Agreement"), pursuant to which Nestec will exclusively purchase nicotinamide riboside marketed under the brand name Tru Niagen ("NR") from the Company, and Nestec will be entitled to develop, manufacture, sell, promote, import and distribute products using NR for human use in the (i) medical nutritional and (ii) functional food and beverage categories (the "Approved Products") in certain territories, including North America, Europe, Latin America, Australia, New Zealand and Japan (the "Territory"), subject to certain territory reversion provisions. Subject to certain conditions and reversion rights, during the term of the Supply Agreement, the Company will not sell NR to any third party or itself use NR in any medical nutritional products for human use in the Territory. Subject to certain conditions and reversion rights, the Company will not sell NR to any third party for use in the manufacture of third party functional food and beverage products that consist of protein based ready to drink or loose powder beverages sold under a third party brand in the Territory. The Company reserved rights for co-exclusive sales of functional food and beverages consisting of protein based ready to drink or loose powder beverages. Approved Products do not include, among other things, supplements or sports nutrition products.

As consideration for the rights granted to Nestec under the Supply Agreement, Nestec agreed to pay to the Company an upfront fee of $4,000,000. Following the launch of the first Approved Product in each sub-Territory for each of the (i) medical nutrition and (ii) functional food and beverages categories (each, a "Product Category"), Nestec will pay the Company a one-time fee for a potential total aggregate payment of $6,000,000. The Supply Agreement additionally provides that Nestec is obligated to pay to the Company sales fees at tiered percentage rates ranging from the low-single digit to high-single digit percent of worldwide annual net sales of the Approved Products, subject to a minimum annual royalty for each Product Category applied against actual sales fees due starting 24 months after Nestec has launched an Approved Product in the relevant Product Category. No sales fees will be due after the expiration or abandonment of all of the Company's applicable issued patents and applicable filed patent applications for NR.

The Supply Agreement may be terminated by (i) a party for cause if the other party commits a material breach of the Supply Agreement and does not cure such breach within 30 days following such party's receipt of written notice; (ii) a party immediately upon the giving of written notice if the other party files a petition for bankruptcy, is adjudicated bankrupt, takes advantage of the insolvency laws of any state, territory or country, or has a receiver, trustee, or other court officer appointed for its property; or (iii) a party if a force majeure event with respect to the other party shall have continued for 90 days or is reasonably expected to continue for more than 180 days. Additionally, (a) Nestec may terminate the Supply Agreement if Nestec's technical feasibility in desired food forms is not achieved by June 30, 2019 by providing the Company 60 days written notice; (b) after the first anniversary of the Supply Agreement until the 24th month after the launch of the first Approved Product in each Product Category, Nestec may terminate the Supply Agreement as to one or both Product Categories upon the payment of a $500,000 termination fee (the "Termination Fee") for each terminated Product Category; and (c) after the 25th month of the launch of the first Approved Product, Nestec may terminate the Supply Agreement with 12 months written notice, with no Termination Fee due. Upon the termination of the Supply Agreement, Nestec may complete and sell any work-in-progress and inventory of Approved Products within six months after the effective date of the termination (unless such termination is based on cause or a breach by Nestec of the Company's intellectual property rights or Nestec's confidentiality rights therein), following which Nestec will have no further right to use NR or sell the Approved Products.

The foregoing is only a summary of the material terms of the Supply Agreement, and does not purport to be complete and is qualified in its entirety by reference to the full text of the Supply Agreement, which will be filed, with confidential terms redacted, with the Securities and Exchange Commission as an exhibit to ChromaDex Corporation's Annual Report on Form 10-K for the year ending December 31, 2018.

On December 20, 2018, the Company issued a press release announcing the Supply Agreement. A copy of this press release is attached hereto as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits .

Exhibit Number	Description
99.1	Press Release dated December 20, 2018 .

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CHROMADEX CORPORATION

Dated: December 20, 2018

By: /s/ Kevin M. Farr
Name: Kevin M. Farr
Chief Financial Officer

Exhibit 99.1

ChromaDex Corp. and Nestlé Health Science Enter Global Commercial License and Supply Agreement for TRU NIAGEN®

ChromaDex Corporation and Nestlé Health Science agreement includes global commercial license and supply agreement for ingredient sales of TRU NIAGEN® for certain products within the medical nutrition and consumer health categories .

LOS ANGELES, Calif., December 20, 2018 (GLOBE NEWSWIRE) -- ChromaDex Corp. (NASDAQ:CDXC) announced today it entered into a license and supply agreement with Nestlé Health Science (NHSc), a global leader pioneering quality science-based nutritional health solutions. The agreement provides NHSc the exclusive right to include CDXC's patented nicotinamide riboside ingredient TRU NIAGEN® in NHSc branded medical nutrition, and co-exclusive rights to include TRU NIAGEN® in certain products within the consumer health category. The territories in the agreement include North America, Europe, Latin America, Australia, Japan, and New Zealand.

ChromaDex's ingredient NIAGEN® is sold directly to consumers as TRU NIAGEN®, which is backed by clinical and scientific research establishing its safety and efficacy at elevating the coenzyme nicotinamide adenine dinucleotide (NAD) in humans. NAD is an important metabolite involved in virtually every metabolic process in the body, most notably energy metabolism and cell repair.

"Nestlé Health Science is a blue chip global company whose expertise in consumer health products is matched by their exceptional science," said Rob Fried, CEO of ChromaDex. "We believe Nestlé Health Science's portfolio with TRU NIAGEN® will substantially advance their already strong market position. Importantly, this partnership will help educate people on the importance of elevating NAD levels with TRU NIAGEN®. We are proud to be in business with Nestlé and look forward to a long, mutually beneficial relationship."

Greg Behar, CEO of Nestlé Health Science, stated, "We are quite impressed with the science supporting TRU NIAGEN®, and the excellent work done by the team of professionals at ChromaDex. We see this innovation as an important element of our product portfolio. We are confident that TRU NIAGEN® combined with our Nestlé Health Science products and supported by strong scientific and clinical evidence will provide consumers the opportunity to improve the health of their cells with the power of nutrition."

Under the terms of the agreement **,** NHSc will make an upfront payment of $4 million. CDXC will receive certain commercial milestone payments related to the sale of TRU NIAGEN® to NHSc as well as tiered royalties.

Fo r additional information on the science supporting TRU NIAGEN® visit www.truniagen.com .

About TRU NIAGEN ® :
TRU NIAGEN ® is a branded dietary supplement brought to market by key nicotinamide riboside innovator and patent holder, ChromaDex. NIAGEN ® nicotinamide riboside (NR), also supplied by ChromaDex, is the sole active ingredient in TRU NIAGEN ® . Multiple clinical trials demonstrate NIAGEN ® is proven to boost NAD (nicotinamide adenine dinucleotide) levels, which decline with age. Only NIAGEN ® has twice been successfully reviewed under FDA's new dietary ingredient ("NDI") notification program and has also been successfully notified to the FDA as generally recognized as safe ("GRAS").

About ChromaDex:
ChromaDex Corp. is an integrated, global nutraceutical company devoted to improving the way people age. ChromaDex scientists partner with leading universities and research institutions worldwide to uncover the full potential of NAD and identify and develop novel, science-based ingredients. Its flagship ingredient, NIAGEN ® nicotinamide riboside, sold directly to consumers as TRU NIAGEN ®, is backed with clinical and scientific research, as well as extensive IP protection. TRU NIAGEN ® is helping the world AGE BETTER ® . ChromaDex maintains a website at www.chromadex.com to which ChromaDex regularly posts copies of its press releases as well as additional and financial information about the Company.

Forward-Looking Statements:
This release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities and Exchange Act of 1934, as amended. Statements that are not a description of historical facts constitute forward-looking statements and may often, but not always, be identified by the use of such words as "expects", "anticipates", "intends", "estimates", "plans", "potential", "possible", "probable", "believes", "seeks", "may", "will", "should", "could" or the negative of such terms or other similar expressions. More detailed information about ChromaDex and the risk factors that may affect the realization of forward-looking statements is set forth in ChromaDex's Annual Report on Form 10-K for the fiscal year ended December 30, 2017, ChromaDex's Quarterly Reports on Form 10-Q and other filings submitted by ChromaDex to the SEC, copies of which may be obtained from the SEC's website at www.sec.gov . Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof, and actual results may differ materially from those suggested by these forward-looking statements. All forward-looking statements are qualified in their entirety by this cautionary statement and ChromaDex undertakes no obligation to revise or update this release to reflect events or circumstances after the date hereof. ChromaDex provided research materials and a portion of the grant funding as a collaborator for the study.

ChromaDex Media Contact:
Alex Worsham, Director of Strategic Partnerships
949-648-3775
alexw@chromadex.com

ChromaDex Investor Relations Contact:
Brianna Gerber, Sr. Director of FP&A and Investor Relations
949-344-3782
briannag@chromadex.com