

Nutrasource Diagnostics Inc.
- International Certification Program (ICP) -
Certification Mark
Terms of Use Agreement

THIS “CERTIFICATION MARK TERMS OF USE AGREEMENT”
(“Agreement”) is made and entered into effective:

June 13, 2017 (the “Effective Date”)

by and between

IAF Network SRL(Yamamoto) (“Certified
Company”),

with its principal place of business at

Via Salvella il Traversa, 43 – 25038 Rovato (BS)
ITALIA

and

NUTRASOURCE DIAGNOSTICS INC.,
(“NDI”)

with its principal place of business at

203 – 120 Research Lane
Guelph, Ontario N1G 0B5
Canada

Definitions:

"Certification Program" means the program developed by “NDI” to evaluate dietary supplement, natural health and/or nutraceutical products using the analytical testing procedures identified in **Exhibit A** for quality, purity, effectiveness and health risk factors associated with natural health products, nutraceuticals and functional foods. The results of the analytical testing are evaluated against limits or cut-offs developed by “NDI” and then rated on attributes that represent the highest safety and efficacy measures that are based on scientific evidence. A listing of the requirements of the “Certification Program” relevant to this “Agreement” is included in **Exhibit B**.

"Certification Mark" means the certification logo - provided in Exhibit B of this “Agreement”.

“Certified Company” means the company that has signed this “Agreement” and remains in good standing by having complied with all of the terms of this agreement.

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“Certified Product” means a product that is manufactured, distributed or sold by a “Certified Company” and that has been specifically and fully tested by lot and/or batch number in compliance with the terms of this “Agreement”.

"Effective Date" means the date on which “NDI” advises the “Certified Company” that the “Certified Company” have been certified in accordance with the Certification Program.

"Trademark Usage Guidelines" mean “NDI” then-current trademark usage guidelines.

1. Purpose and Scope

- 1.1. The purpose of the “Certification Program” is to allow third parties to utilize “NDI” “Certification Marks” as part of their own product identification and branding.
- 1.2. The “Certification Program”, is not intended to, and does not authorize the “Certified Company” to conduct testing or to offer testing services to third parties as part of “NDI” testing programs.

2. Certification

- 2.1. “NDI” grants a right to use its “Certification Marks” to the “Certified Company” subject to the terms of this “Agreement”. The terms of use of the “Certification Marks” are listed in Exhibit B of this “Agreement”.
- 2.2. In its sole discretion, “NDI” shall issue a certificate to the “Certified Company” evidencing that the “Certified Company” have met the requirements of the “Certification Program”. Such certificate shall describe the territory in which the “Certified Company” are authorized to use the “Certification Mark” if such territory is not worldwide.
- 2.3. “NDI” shall be entitled to terminate this “Certification Mark Terms of Use Agreement” at its sole discretion.
- 2.4. “NDI” reserves the right to alter or discontinue the Certification Program at any time without notice to the “Certified Company”. Additionally, “NDI” reserves the right, at any time, to require the “Certified Company” to successfully complete additional examination in order to retain the “Certified Company” status.

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3. Certification Mark

- 3.1. As of the “Effective Date” of this “Agreement”, subject to compliance with the “Trademark Usage Guidelines” (Exhibit B), “NDI” grants the “Certified Company” a non-transferable, non-assignable, non-exclusive right to use the “Certification Mark” on company brochures, websites, product labels, product brochures and no other medium, to indicate that the “Certified Company” have satisfied the applicable criteria for certification, and as approved by “NDI” in writing.
- 3.2. The “Certified Company” agrees to provide a copy of all items bearing the “Certification Mark” to “NDI” at the time of first use.
- 3.3. The “Certified Company” shall comply with “NDI” instructions as to the form and manner in which the “Certification Mark” may be used and shall not use the “Certification Mark” in any manner that is inconsistent with this “Certification Mark Terms of Use Agreement”, unless otherwise approved in writing by “NDI”.
- 3.4. The “Certified Company” shall not participate in, or have any association with, any activity or conduct that could in any way prejudice the rights of “NDI” with respect to the “Certification Mark” or diminish the value of the “Certification Mark”.
- 3.5. The “Certified Company” acknowledge that the “Certification Mark” and all goodwill associated therewith are, and shall remain, the sole property of “NDI” and no rights are conferred upon the “Certified Company” with respect to the “Certification Mark” except as specifically set forth herein.
- 3.6. The “Certified Company” shall advise “NDI” of any infringement or apparent infringement of the “Certification Mark” by other companies. “NDI” shall have sole control to take proceedings, as it deems appropriate, for infringement of the “Certification Mark” and the “Certified Company” shall cooperate fully with “NDI” in respect of any such proceedings.
- 3.7. Nothing contained in this “Agreement” shall be construed as requiring the filing of any trademark application, the securing of any trademark registration or the maintaining in force of any trademark registration.
- 3.8. Upon termination of this “Agreement”, the “Certified Company” shall discontinue the exercise of the rights granted hereunder, and all rights conferred upon the “Certified Company” hereunder to the “Certification Mark” shall revert to “NDI”. The “Certified Company” shall not make any use of a word,

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trademark or trade name similar to the “Certification Mark” in association with any products, services, packaging or general advertising.

3.9. The “Certified Company” shall not use the “Certification Mark” to imply or suggest:

3.9.1. That the “Certified Company” have achieved a level of certification that the “Certified Company” have not achieved or do not currently have;

3.9.2. That any partnership or other relationship exists between the “Certified Company” and “NDI”;

3.9.3. That “NDI” recommends or endorses the “Certified Company’s” services.

4. Confidential Information

4.1. Any information is considered confidential information of the disclosing party which is identified in writing as ‘Confidential Information’. Both parties agree not to disclose confidential information to any third person and not to use the confidential information other than for the intended purpose at the time of disclosure. These obligations shall continue during the term of this “Agreement” and for a period of five (5) years thereafter. Upon termination of this “Agreement” all confidential information shall be returned to the disclosing party or destroyed.

5. Intellectual Property

5.1. The “Certified Company” acknowledge and agree that “NDI” owns all rights in the Certification Program, and all documents and materials related thereto, including without limitation, all examination and testing materials. All rights not expressly granted hereunder are reserved by “NDI”. The “Certified Company” agree not to reproduce, copy, or modify any “NDI” computer software in whole or in part except as authorized by “NDI” and shall not decompile, reverse engineer, disassemble, reverse translate, or in any other manner decode the source code, or the underlying structure, sequence, organization or logic of any “NDI” products.

6. Liability

6.1. The “Certified Company” hereby agree to hold “NDI”, their officers, directors and agents harmless from any loss, claim, damages, settlement, costs (including legal fees and costs) and expenses or other liability to the extent incurred or arising out of (i) the “Certified Company’s” negligence or misconduct, or (ii) any breach of the “Certified Company’s” obligations hereunder, or (iii) from an

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allegation that any services provided by the “Certified Company” were performed in an improper manner.

IN NO EVENT SHALL “NDI” OR ITS AGENTS OR SUPPLIERS BE LIABLE FOR ANY OF THE FOLLOWING: DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOST SAVINGS), WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF “NDI” IS INFORMED OF THEIR POSSIBILITY.

7. Termination

- 7.1. This “Agreement” shall become effective on the “Effective Date” and shall continue in force until terminated in accordance with the provisions hereof, or until the “Certified Company” have not successfully renewed the “Certified Companies certification in accordance with the Certification Program.
- 7.2. Either party may at any time, without cause, at its sole discretion terminate this “Agreement”, in whole or in part, effective upon thirty (30) days written notice thereof to the other party.
- 7.3. Upon any termination the “Certified Company” shall cease holding the “Certified Company” out as being certified, and shall cease all use of the Certification Mark, provided that the “Certified Company” shall be entitled to continue to issue items bearing the Certification Mark until the earlier of ten (10) days from termination or, upon the sole discretion of NDI, until such a time as current inventory bearing the Certification Mark has been sold by the “Certified Company”. At the end of such period the “Certified Company” shall destroy all unused items bearing the Certification Mark.
- 7.4. All provisions of this “Agreement” of a nature that are intended to survive termination shall survive termination.

8. GOVERNING LAW

- 8.1. This “Agreement” will be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties consent to the jurisdiction of the courts of the Province of Ontario with respect to any arbitration or litigation arising in connection with this “Agreement”.

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IN WITNESS HEREOF, the Parties hereto have executed this "Agreement" as of the date first written above. The undersigned represent and warrant that they have all the authority to execute this "Agreement" on behalf of the respective Parties.

IAF NETWORK SRL (YAMAMOTO)

IAF NETWORK SRL
Sede Legale e Operativa:
Via Salvella, 43 - Il Traverso
25038 ROVATO (BS)
Partita IVA 02424060982
Tel. +0039 030 77 51 464 - Fax +0039 030 77 58 61
www.iafstore.com

Per: ALESSANDRO CORADI

Name

CEO

Title

NUTRASOURCE DIAGNOSTICS INC.

Per: _____

William Rowe

Chief Financial Officer

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Exhibit A-1:
International Fish Oil Standards (IFOS™)
Analytical Testing Panel

The IFOS™ Analytical Testing Panel consists of the following testing methods:

PCB	USEPA 1668 Revision A
Dioxin Like PCB	USEPA 1668 Revision A
Dioxins and Furans	USEPA 1613 Revision B
Mercury	USEPA 245.6
Cadmium	USEPA 305.1, 200.7, 200.8
Lead	USEPA 305.1, 200.7, 200.8
Arsenic (total)	USEPA 305.1, 200.7, 200.8
EFA Analysis - marine oils	Modified AOCS CE 1b-89
Peroxide Value	AOCS Cd 8b-90
Anisidine Value	AOCS Cd 18-90
Acid Value	AOCS Cd 3d-63

The analytical tests and the corresponding limits or cut-offs that comprise the IFOS™ Analytical Testing Panel are subject to change at the sole discretion of “NDI”.

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Exhibit B-1
International Fish Oil Standards (IFOS™)
Certification Mark Terms of Use

The International Fish Oil Standard (IFOS™) Certification Mark Program is designed to measure and score the purity and quality of Fish Oil Supplements. Products are certified to a 5-Star rating under the IFOS™ program when they meet all of the following program requirements:

1. The product (batch/lot) must be analyzed or reviewed for the complete analytical panel outlined in Exhibit A-1 by “NDI” using its in-house and accredited affiliate laboratories.
2. The product (batch/lot) must have both a Certificate of Analysis (CoA) as well as an IFOS™ Consumer Report or IFOS™ Raw Materials Summary Report prepared by “NDI”.
3. The product (batch/lot) must comply with the testing limits and cut-offs of the IFOS™ testing panel.
4. "Certified Company" must have a current IFOS™ program subscription.

The “Certified Company” that has fully complied with all of the terms and conditions of this “Agreement” is authorized to make the following general declarations on products, marketing collateral, websites and press releases:

“Certified Company” utilizes Nutrasource Diagnostics Inc. (NDI) for 3rd party quality control testing of its products.

“Some products manufactured, or distributed, or sold by “Certified Company” have been fully tested by Nutrasource Diagnostics Inc. under the IFOS™ International Testing Program.

Modifications to these declarations may be used on a case-by-case basis with written permission by “NDI”.

The “Certified Company” that has fully complied with all of the terms and conditions of this “Agreement” is authorized to make the following specific declarations relating to “Certified Products” on products, marketing collateral, websites and press releases:

“Certified Company”’s “Certified Product” has been fully tested by Nutrasource Diagnostics Inc. (NDI) under the International Fish Oil Standards (IFOS™) Program.

Modifications to these declarations may be used on a case-by-case basis with written permission by “NDI”.

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**Exhibit B-1
International Fish Oil Standards (IFOS™)
Certification Mark Terms of Use**

(Continued)

The “Certified Company” that has fully complied with all of the terms and conditions of this “Agreement” are authorized to utilize the following IFOS™ logo according to the Terms of Use below.



Use of this Certification Mark is subject to the following Certification Mark Terms of Use:

1. The Certification Mark may only be displayed on the products and/or product packaging for only those product batches or lots which have undergone IFOS™ Program testing by “NDI” within the preceding 12 months.
2. Use of the Certification Mark on products and/or product packaging shall denote IFOS™ Certification Mark is a registered trademark of Nutrasource Diagnostics Inc.
3. Use of the Certification Mark on brochures and data sheets shall include text stating “These products have been tested to the quality and purity standards of the IFOS™ Program”.
4. The Certification Mark shall be used in the color and form provided in this Exhibit without alteration.
5. The Certification Mark may not be used in sizes smaller than 0.25” x 0.25”.

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**Exhibit B-1
International Fish Oil Standards (IFOS™)
Certification Mark Terms of Use**

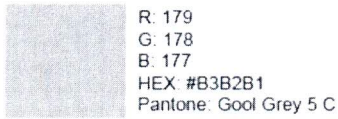
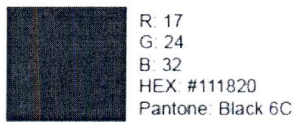
(Continued)



Primary Brand Colours



Secondary Brand Colours



Please do not:

- Alter the brand symbol in any way i.e. change colour
- Distort the image proportions
- Rotate the brand symbol
- Omit the Trademark symbol (™)

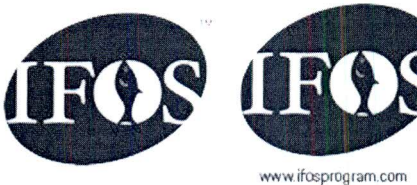
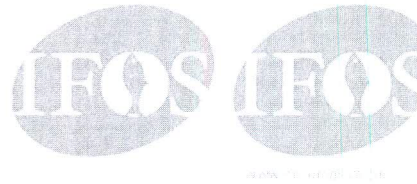
Please do not hesitate to contact Nutrasource Diagnostics Inc. should you have any questions regarding the IFOS brand.

*Note: If you do not have the Melbourne Typeface we can supply it to you.

Acceptable Typography

*Melbourne
*Melbourne Bold
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ

Acceptable Brand Symbol



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Exhibit A-2:
International Krill Oil Standards (IKOS™)
Analytical Testing Panel

The IKOS™ Analytical Testing Panel consists of the following testing methods:

PCB	USEPA 1668 Revision A
Dioxin Like PCB	USEPA 1668 Revision A
Dioxins and Furans	USEPA 1613 Revision B
Mercury	USEPA 245.6
Cadmium	USEPA 305.1, 200.7, 200.8
Lead	USEPA 305.1, 200.7, 200.8
Inorganic Arsenic	USEPA 1632A
Phospholipid Analysis	In-house method
Peroxide Value	AOCS Cd 8b-90
Astaxanthin	In-house method
EPA/DHA	In-house GC

The analytical tests and the corresponding limits or cut-offs that comprise the IKOS™ Analytical Testing Panel are subject to change at the sole discretion of “NDI”.

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Exhibit B-2
International Krill Oil Standards (IKOS™)
Certification Mark Terms of Use

The International Krill Oil Standard (IKOS™) Certification Mark Program is designed to measure and score the purity and quality of Krill Oil Supplements. Products are certified to a 5-Star rating under the IKOS™ program when they meet all of the following program requirements:

5. The product (batch/lot) must be analyzed for the complete analytical panel outlined in Exhibit A-1 by “NDI” using its in-house and accredited affiliate laboratories.
6. The product (batch/lot) must have both a Certificate of Analysis (CoA) as well as an IFOS™ Consumer Report prepared by “NDI”.
7. The product (batch/lot) must comply with the testing limits and cut-offs of the IKOS™ testing panel.
8. “Certified Company” must have a current IKOS™ program subscription.

The “Certified Company” that has fully complied with all of the terms and conditions of this “Agreement” is authorized to make the following general declarations on products, marketing collateral, websites and press releases:

“Certified Company” utilizes Nutrasource Diagnostics Inc. (NDI) for 3rd party quality control testing of its products.

“Some products manufactured, or distributed, or sold by “Certified Company” have been fully tested by Nutrasource Diagnostics Inc. under the IKOS™ International Testing Program.

Modifications to these declarations may be used on a case-by-case basis with written permission by “NDI”.

The “Certified Company” that has fully complied with all of the terms and conditions of this “Agreement” is authorized to make the following specific declarations relating to “Certified Products” on products, marketing collateral, websites and press releases:

“Certified Company”’s “Certified Product” has been fully tested by Nutrasource Diagnostics Inc. (NDI) under the International Fish Oil Standards (IKOS™) Program.

Modifications to these declarations may be used on a case-by-case basis with written permission by “NDI”.

