

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.

