



NutriMost / EZ Practice Growth, Practice Management Agreement

This agreement is entered into between NutriMost, LLC, and Dr. Patrick St. Germain, a Licensed Healthcare Practitioner (referred to herein as "Practitioner" or "You" or "Your").

You agree to obtain the EZ Practice Growth Management system, advice and license, from NutriMost, for use in developing your practice within the 4 counties described (Seminole, Orange, Osceola and Lake Counties, Florida).

Terms:

By signing this agreement, you agree to be a licensee to the NutriMost program set forth in the attached license, and to use the products and services within NutriMost's guidelines and requirement, as follows:

1. **Licensed Technology:** Use of the NutriMost Edition of the Zyto Hand Cradle and the Special NutriMost Edition Zyto Output tower. Integration with the NutriMost Weight Loss Drops, NutriMost NRF Carrier Substance, NutriMost Ultimate Fat Loss Manual, and the NutriMost Ultimate Fat Loss Daily Journal
2. **Materials Provided and To Be Returned.** You will be provided with the Zyto Hand Cradle, and the Special NutriMost Edition Zyto Output Tower . These items remain the property of NutriMost and must be returned if your license ends.
3. **Use of the NutriMost Edition of the Zyto scan including ALL of the NutriMost Scans created for EZ Practice Growth for as long as you are in good standing with this License**
4. **You agree to minimum Advertised pricing levels for the NutriMost Scans, as set by NutriMost.**
5. **Practice management exclusive to the utilization of this technology and the implementation and marketing of this System, to include:**
 - The Scripts and Radio Programs
 - The Systems to utilize, market and sell the programs at a retail level
 - Ongoing training seminars (minimum to be 4 per year)
 - Web Training
 - Nutritional Training to assist your knowledge which is specific to these scans
 - Weekly Conference Calls
 - The Manual
 - Training on the understanding of NRF Technology
7. **Access to the NutriMost Staff and the creator of the system**
8. **Equipment List**
9. **Manuals**
10. **Access to the Licensee Training Area of the Website**
11. **In addition, as additional Consideration, NutriMost will:**
 - Provide 15 manuals
 - Provide 15 Journals
 - Provide 15 Bottles of Weight Loss Drops
 - Provide 30 bottles of NRF Carrier Substance
 - Provide approximately 90 NutriMost BioSurveys

Your Fees and Payment Information:

1. **Initial License Fee: \$ 50,000 in US dollars. This covers the 1st main office, which currently owns a Zyto Select. Dr. Patrick St. Germain Must Transfer over his current Zyto Select to NutriMost, LLC. Included in this Initial License Fee.. Dr. St. Germain will receive use of the NutriMost Special Zyto with a new output tower. Dr. St. Germain will receive ALL NutriMost scans currently 90+, but this is continuously expanding. The Licensee, Dr. St. Germain, will also receive all new scans and updates as well as all training, seminars, web access, scripts, availability to all products, etc... There will be absolutely no interruption in your Zyto service; you don't have to send anything in, it will just change the software when you log in without any other interruption.**

2. The Initial License Fee also includes 3 Additional NutriMost Special Zyto's with 1 Hand Cradle and 1 Output Tower for each Special Zyto. These are to be used in the 1st 3 clinics to open.

PCW witness: *Daphne J...*

3. Dr. Patrick St. Germain agrees to open a minimum of 7 additional offices in the 4 counties of Seminole, Orange, Osceola, and Lake Counties in the state of Florida, by the end of 2014. If, despite best efforts, certain offices cannot be opened within this time period, but Dr. St. Germain has met all other obligations, this License Agreement shall remain in force such that St. Germain may continue efforts to open these offices in the future. St. Germain agrees to use only the Management System in the rendering of weight loss services to customers, will not promote any competing product or service, and agrees to pay the Cost to Outfit the Offices and the Royalties, set forth below.

4. Cost to Outfit the Offices. St. Germain will pay NutriMost \$50,000 upon execution of this License Agreement, which sum represents \$15,000 each for the opening of three (3) new offices plus \$5,000 to convert the current office in Apopka. Thereafter, St. Germain will pay \$15,997 for each of the next four (4) offices, to be paid separately at the time each new office is opened for business. St. Germain shall have the option, at his sole discretion, whether to open additional offices beyond the total of eight (8) referenced above, and any such additional offices opened before December 31, 2014 will also require an outfitting cost of \$15,997. After December 31, 2014, the cost will be the lowest current price offered by NutriMost at that time.

5. Monthly Licensing Fee During Term: Five Thousand Dollars (\$5,000) per month in US dollars beginning in the first month following execution of this License Agreement, by automatic bank draft; and PLUS Three percent (3%) of the monthly gross revenues on weight-loss sales at all offices excluding the current Apopka office, made payable along with a monthly sales report for each location. St. Germain agrees to maintain and preserve for seven (7) years from date of preparation, full and complete accounts of his sales at each store, which may be reviewed by NutriMost at any time during this License Agreement upon reasonable prior notice for each additional office that Dr. Patrick St. Germain or any office that St. Germain sublicenses opens in these 4 counties. There shall be no additional royalties, no increase in royalties, and no other costs charged to St. Germain whatsoever, except the fees to purchase new products for sale to the public or other products that Dr. St. Germain wishes to utilize from NutriMost / EZ Practice Growth.

6. NUTRIMOST's Bank: Automatic Payment of Monthly Fees to designated Bank: Currently PNC Bank; Pittsburgh, PA.

7. Assignment and Sublicensing. The License granted to St. Germain hereunder expressly includes the right of Dr. St. Germain to assign or sublicense to others. This License Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, representatives, executors, successors, beneficiaries, assigns, agents, insurers, and any other persons acting by, through, under or in concert with any of the parties.

8. To remain in good standing with this license agreement, the licensee agrees to only use NutriMost Manuals, journals, Weight Loss Drops, NRF Carrier Substance, and the NutriMost Line of Shampoo, Conditioner, Deodorant, Sun Tan Lotion, Tooth paste and other oil free personal care products.

9. Territory protection.

For the Monthly Fee of \$5,000 PLUS 3% Gross of ALL Additional Offices other than the Apopka Office

Dr. Patrick St. Germain has the 4 county territories of Seminole, Orange, Osceola and Lake for as long as he is in good standing with his license. NutriMost, LLC, EZ Practice Growth or Dr. Raymond Wisniewski, will NOT sell any doctors in this 4 county region as long as Dr. St. Germain is in good standing with his license. Initials of the Parties *PCW*

Your Special Pricing:

1. Initial License Fee Only \$50,000 to be paid in ONE Payment. This will cover the transfer of the 1st Clinic and the use of the three additional Special NutriMost Zyto's to be used in the next 3 offices to open in one of the 4 licensed counties.
2. Each additional Unit will be at a cost of \$15,997 for each additional unit to be used in the licensed counties through December 31, 2014, and after that date at the lowest available cost at that time.

NUTRIMOST makes no representations, conditions, or warranties, either express or implied, with respect to the Licensed Technology or that the exercise by Licensee of the rights granted under this License Agreement will not infringe the patent or proprietary rights of a third party.

WITHOUT LIMITATION, NUTRIMOST SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, CONDITION, OR REPRESENTATION, INCLUDING A DISCLAIMER THAT THE LICENSED TECHNOLOGY CORRESPONDS TO A PARTICULAR

DESCRIPTION; IS OF MERCHANTABLE QUALITY; IS FIT FOR A PARTICULAR PURPOSE; OR IS DURABLE FOR A REASONABLE PERIOD OF TIME.

IT IS THE SOLE RESPONSIBILITY OF EACH PRACTITIONER TO REMAIN IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS AND TO USE THE IMPLEMENTATION OF ALL NUTRITIONAL AND WEIGHT LOSS INFORMATION AND PROGRAMS ALONG WITH ZYTO TECHNOLOGY, ALL MARKETING, ADVERTISING, AND SELLING OF SUCH PROGRAMS WITHIN THE SCOPE OF THEIR LICENSE OR TRAINING. EZ PRACTICE GROWTH / NUTRIMOST, LLC, IS A PRACTICE MANAGEMENT IN WHICH DOCTORS AND THEIR STAFF ARE TRAINED IN THE IMPLEMENTATION OF THE NUTRIMOST SCANS, ZYTO TECHNOLOGY, AND IMPLEMENTATION OF NUTRITIONAL AND WEIGHT LOSS PROGRAMS, AS WELL AS THE MARKETING, ADVERTISING AND SELLING OF SUCH PLANS AND PROGRAMS. THESE PROGRAMS ARE FOR SUPPORT OF THE BODY, ORGANS, AND VARIOUS TISSUES AND ARE NOT INTENDED TO DIAGNOSE, TREAT OR CURE ANY CONDITION, AND HAS NOT BEEN EVALUATED BY THE FDA.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this License Agreement to be effective as of 10-26-2013 (Date).

NUTRIMOST:

By: [Signature]

LICENSEE (or Authorized Corporate Officer)

[Signature] PATRICK ST. GERMAN
Name: [Signature]
Title: [Signature]

WITNESS [Signature] DATE: 10/26/13
[Signature]
PRINTED [Signature]

LICENSE AND ADDITIONAL PROVISIONS:

- A. NUTRIMOST has invented, developed and/or acquired the Licensed Technology in conjunction with the Technology developed by ZYTO (the "ZYTO TECHNOLOGY");
- B. You (as a "Licensee") wish to obtain a license to use the Licensed Technology and to sell products and services; and
- C. NUTRIMOST wishes to grant you such license, on the terms and conditions set out in this License Agreement.

1.0 DEFINITIONS

1.1 In this License Agreement:

- (a) "Field of Use" means all fields to which the Licensee is professionally qualified or licensed to practice as disclosed by Licensee to NUTRIMOST.
- (b) "NUTRIMOST Trade-marks" means any mark, trade-mark, service mark, logo, insignia, seal, design, symbol or device used by NUTRIMOST.
- (c) "Licensed Product" means any product, device, component, method or procedure listed in this agreement, or of which, the manufacture, use, distribution, delivery or sale of which would infringe a Valid Claim or trade secrets of NUTRIMOST in the country of such manufacture, use, distribution, delivery or sale, but for the license granted herein.
- (d) "Licensed Technology" means;
- (e) any and all discoveries, inventions, processes, methods, techniques, know-how, and intellectual property and proprietary rights, expressed in whatever form including technical information, processes, procedures, methods, formulae, protocols, software, specifications, instructions, data, documents and materials described in the Schedules attached to this License Agreement that are owned by NUTRIMOST during the Term, in the Field of Use and Territory;

OR

- (f) any and all modifications, variations, updates, enhancements and improvements owned by NUTRIMOST during the Term in and to any of the foregoing that are conceived or reduced to practice.

2.0 PROPERTY RIGHTS IN THE LICENSED TECHNOLOGY

2.1 Representation of NUTRIMOST:

As of the Effective Date, NUTRIMOST is not aware of, nor has NUTRIMOST received notice of any allegations or claims that the Licensed Technology infringes the patent or other proprietary rights of any third party. Licensee acknowledges and accepts that NUTRIMOST has made no inquiries or undertaken any due diligence with respect to these representations and that such representations are limited to the best knowledge and belief of NUTRIMOST's President without further inquiry. If, during the Term, the President becomes aware of, or has received notice of, any allegations or claims that the Licensed Technology infringes the patent or other proprietary rights of any third party, the President will so promptly notify Licensee in writing.

2.2 Ownership of Licensed Technology. Licensee will, at the request of NUTRIMOST, sign all documents as may be required to ensure that ownership of the Licensed Technology remain with NUTRIMOST.

3.0 GRANT OF LICENSE

3.1 License Grant and Restrictions. Subject to the terms and conditions of this License Agreement, NUTRIMOST hereby grants Licensee an exclusive, right and license:

(a) to exclusive use and practice the Licensed Technology with the NutriMost Scans in the Licensee's Professional Field of Use and ONLY Within the 4 County Territory Described. Licensee shall not have the right, unless prior specific written approval is granted by NUTRIMOST, to use, copy, modify, distribute, make derivative works of in its exploitation of the Licensed Technology;

(b) the right to use, sell, distribute, deliver, offer to sell and practice products and processes in the Field of Use within the Territory and to have such rights exercised on Licensee's behalf by third party employees operating from the primary business location of the Licensee, in the manner set forth herein.

(c) Licensee is restricted in the use of the NUTRIMOST Licensed Technology as described in this document, and acknowledges specifically that the Licensed Technology will only be used in integration with the concurrent use of: NutriMost Weight Loss Formula, the NutriMost NRF Carrier Substance, the NutriMost Ultimate Fat Loss Manual, and the NutriMost Ultimate Fat Loss Daily Journal, and with such other modifications as may be developed from time to time by NUTRIMOST in the further refinements of the Licensed Technology.

(d) Licensee is permitted the right to grant sublicenses in the use of the Licensed Technology in the 4 counties described as described above.

3.2 Rights Retained by NUTRIMOST. In granting the license or other rights or benefits hereunder, no restriction will be placed on NUTRIMOST's retained right to make, use and practice, and to permit others to research NUTRIMOST's technologies and discoveries under a written agreement for (i) research including diagnostic and prognostic applications in clinical trials, (ii) scholarly publication (iii) education, and (iv) other non-commercial purposes.

4. Materials. The provided materials are listed in the primary agreement.

5.0 PAYMENTS AND OTHER AMOUNTS

5.1 In consideration of the license granted herein and for the Term of this License Agreement, Licensee will pay to NUTRIMOST, in the manner designated in this License Agreement:

(a) a non-refundable initial license fee as agreed upon (the "Initial License Fee") due and payable immediately upon execution of this License Agreement.

(b) monthly license fees of \$5000.

5.2 Monthly Licensing Payment Date. Licensee will pay the monthly licensing fee before the end of the preceding calendar month.

5.3 Payment in US Dollars. All amounts paid under this License Agreement are to be paid in US dollars.

5.4 Payment Absolute. The obligation of Licensee to make all payments under this License Agreement is absolute and unconditional and is not, except as expressly set out in this License Agreement, affected by any circumstance, including without limitation any set-off, compensation, counterclaim, recoupment, defense or other right which Licensee may have against NUTRIMOST.

5.5 Taxes. Licensee will pay all taxes and any related interest or penalty designated in any manner and imposed as a result of the existence or operation of this License Agreement, including tax which Licensee is required to withhold or deduct from payments to NUTRIMOST. Licensee will provide to NUTRIMOST evidence as may be required by authorities to establish that the tax has been paid. The license fee and other amounts specified in this License Agreement are exclusive of taxes. If NUTRIMOST is required to collect a tax to be paid by Licensee, Licensee will pay the tax to NUTRIMOST on demand.

5.6 Late Fees. All amounts due and owing to NUTRIMOST but not paid by Licensee on the due date will bear interest from the due date in US dollars at the rate of Eighteen Percent (18%) per annum (calculated and compounded on a monthly basis), until such time that all of the outstanding amount and interest thereon is paid in full. Nonpayment of Monthly licensing fees after the licensee does not remedy the situation within 30 days, will result in the termination of the Licensee's rights to use the Licensed Technology, result in the turning off and termination of the NutriMost scans and programs, and require the immediate return to NUTRIMOST at Licensee's cost of all related Zyto equipment and technology.

5.7 Maintenance of Books and Records. The licensee shall maintain during the term of this agreement and shall preserve for not less than seven years from the date of preparation, full, complete and accurate books, records and accounts in the form and manner described with generally accepted accounting principles.

5.8 Reporting. The Licensor may, from time to time in its sole discretion, obtain any and all information the licensor deems necessary for the monitoring of the licensee's business relating to weight loss and nutrition, including gross sales. The licensee shall provide the licensor with monthly reports on gross sales for each location. Each report shall cover from the first day to the last day of the preceding month and must be received by the licensor on or before the 10th day following the end of the reporting period. Each report shall disclose the gross sales and other such information from which the licensing fee are calculated for the preceding month. In the event that the licensor fails to receive a report on or before the due date, the licensor shall assess and collect from the licensee a late fee of \$100.

6.0 PATENTS

6.1 Patent Prosecution by NUTRIMOST. Licensee may identify any process, use or products arising out of the Licensed Technology that may be patentable. NUTRIMOST may at its discretion take steps to apply for a patent in the name of NUTRIMOST. NUTRIMOST shall retain all ownership interest in such process, use or product.

6.2 Licensee of New Patents. On the issuance of a patent obtained under section 6.1 or 6.2, Licensee will become the licensee of the patent on the same terms and conditions as those set out in this License Agreement.

6.3 No Contest. Licensee will not contest the validity or scope of any patents licensed hereunder relating to the Licensed Technology, except if required by Licensee to fulfill its legal duty or obligation imposed by any applicable law, rule or regulation.

7.0 DISCLAIMER OF WARRANTY

7.1 Technology Disclaimer. NUTRIMOST makes no representations, conditions, or warranties, either express or implied, with respect to the Licensed Technology or that the exercise by Licensee of the rights granted under this License Agreement will not infringe the patent or proprietary rights of a third party.

WITHOUT LIMITATION, NUTRIMOST SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, CONDITION, OR REPRESENTATION, INCLUDING A DISCLAIMER THAT THE LICENSED TECHNOLOGY CORRESPONDS TO A PARTICULAR DESCRIPTION; IS OF MERCHANTABILITY QUALITY; IS FIT FOR A PARTICULAR PURPOSE; OR IS DURABLE FOR A REASONABLE PERIOD OF TIME.

7.2 Damages. NUTRIMOST will not be liable for any damage or loss, whether direct, consequential, incidental, or special which Licensee or its agents suffer arising from any defect, error or fault of the Licensed Technology or its failure to perform, even if NUTRIMOST has been advised of the possibility of such defect, error, fault, or failure. Licensee acknowledges that it has been advised by NUTRIMOST and has agreed to undertake its own due diligence regarding the Licensed Technology and its utilization.

7.3 Third Party Claims or Infringement. Except as expressly set out herein, nothing in this License Agreement

(a) constitutes a warranty or representation by NUTRIMOST as to title to the Licensed Technology or that anything made, used, sold or otherwise disposed of under any license granted under this License Agreement is or will be free from claims or allegations of infringement of patents, copyrights, trade-marks, industrial design or other intellectual property rights; or

(b) imposes an obligation on NUTRIMOST to bring or prosecute or defend actions or suits against third parties for infringement of patents, copyrights, trade-marks, industrial designs or other intellectual property or contractual rights.

8.0 INDEMNITY & LIMITATION OF LIABILITY

8.1 Indemnification by Licensee. Licensee agrees to indemnify, hold harmless and defend NUTRIMOST, its Board of Governors, directors, officers, employees, faculty, students, invitees, and agents (the "Indemnified Parties") against any and all third party demands, claims, suits, proceedings, actions of any nature or kind whatsoever ("Claims"), liabilities, damages, judgments, costs, expenses and fees (including reasonable legal expenses) ("Losses") arising out licensee's activities or in any way associated with this License Agreement, including, without limitation, the use, manufacture, marketing and sale of the Licensed Products in the Field of Use, the use of the Licensed Technology in the Field of Use and Territory, whether by Licensee their customers or end-users, and any damage, loss, cost or expense incurred by the Indemnified Parties relating to Claims that the Licensed Products and/or Licensed Technology infringe the patent or other proprietary rights of a third party, to the extent that such Claims or Losses do not result from the gross negligence or willful misconduct of any of the Indemnified Parties.

8.2 Limitation of Liability. Except for a breach by the Indemnified Parties of Article 10, the total liability of the Indemnified Parties to Licensee, whether under the express or implied terms of this License Agreement, in tort (including negligence), contract or otherwise, for Losses suffered by Licensee that may arise out of or in any way be associated with this License Agreement is, in the aggregate, limited to the amount of the Initial License Fee.

8.3 Consequential Damages. Except for damages or losses arising out of or associated with a breach of Article 10, neither party will have any liability of any kind to the other party for any indirect, incidental, special or consequential damages or losses, however caused, even if such party has been advised of the possibility of such damages or losses.

9.0 CONFIDENTIALITY AND PUBLICATION

9.1 Use of Confidential Information. During the Term, the receiving party will limit disclosure of the disclosing party's Confidential Information to those directors, officers, employees, agents, consultants and professional advisors of the receiving party who need to know the Confidential Information of the disclosing party in order to assist the receiving party perform the activities directly related to this License Agreement, and the receiving party will ensure that such directors, officers, employees, agents, consultants and professional advisors will agree to, and be bound by, the terms of this Article 10. Except as expressly permitted in this License Agreement, Confidential Information of the disclosing party will not be copied or otherwise reproduced by the receiving party without the express written permission of the disclosing party. All copies will, on reproduction by the receiving party, contain the same disclosing party proprietary and confidential notices and legends which appear on the original Confidential Information, unless authorized otherwise by the disclosing party in writing.

9.2 Obligation of Confidentiality. During the Term and perpetually thereafter (such obligation specifically surviving the termination of this agreement), the Licensee will use reasonable efforts to keep the NUTRIMOST Confidential Information confidential and will not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information to any person or entity for any purpose except as expressly set out in this License Agreement or unless and until expressly authorized in writing to do so by the disclosing party. Disclosure or use of the Confidential Information by Licensee in breach of this License Agreement will be deemed to cause NUTRIMOST irreparable harm for which damages are not an adequate remedy.

9.3 Disclosure Required By Law. If Licensee is required by a judicial, administrative or other legal process to disclose NUTRIMOST's Confidential Information, Licensee will promptly notify NUTRIMOST and allow NUTRIMOST time to oppose the process before disclosing the Confidential Information.

9.4 Publication. Licensee acknowledges that NUTRIMOST has the right to publish or present the results of research conducted by NUTRIMOST's researchers. Without restriction on NUTRIMOST's right of presentation or publication and NUTRIMOST may proceed with such presentation or publication without further notice to or permission from Licensee.

10.0 PRODUCTION & MARKETING

10.1 Use of NUTRIMOST's Trademarks. Licensee will not use NUTRIMOST Trademarks or make reference to NUTRIMOST or its name in any advertising or publicity, without the prior written consent of NUTRIMOST. Without limitation, Licensee will not issue a press release regarding this License Agreement or the Licensed Technology without the prior written consent of NUTRIMOST. However, if Licensee is required by law to act contrary to this section 10.1, Licensee

will provide NUTRIMOST with sufficient prior notice to permit NUTRIMOST to bring an application or other proceeding to challenge or otherwise contest such requirement. Licensee may however use the name or trademark of NutriMost in any of the Approved advertising or approved materials during the time period that the Licensee is up to date and current with all the Licensing fees and amounts due to NutriMost.

10.2 Licensee Representations. You represent and warrant to NUTRIMOST that:

(a) You have the power, authority and capacity to enter into this License Agreement and to carry out the transactions contemplated. If you are a corporation or other legal entity, that you are duly organized, existing and in good standing, all of which have been duly and validly authorized by all requisite corporate proceedings;

(b) You have the infrastructure, expertise and resources to:

(i) Safely develop and commercialize the Licensed Technology in the Field of Use and Territory;

(ii) handle the Licensed Technology under this License Agreement with requisite care without activity that leads or may lead to any liability whatsoever against NUTRIMOST, its affiliates, principals, employees, officers, directors, professional advisors or related personnel whatsoever.

10.3 Licensee Efforts. During the Term, Licensee will:

(a) Use commercially reasonable efforts to exploit the Licensed Technology in the Field of Use and Territory where it is commercially reasonable to develop Licensed Products to meet, or cause to be met, market demand;

(b) allocate to the development and commercialization of the Licensed Technology in the Field of Use appropriate diligence, expertise, infrastructure, and resources;

(c) comply with all laws, regulations and ordinances, whether federal, state, county, municipal or otherwise, with respect to this License Agreement and the Licensed Technology.

11.0 INSURANCE

11.1 During the Term and for three (3) years after the last sale of a Licensed Product by Licensee, Licensee will obtain and maintain comprehensive general liability, and (if available) professional liability insurance including product liability, professional negligence, and errors and omissions insurance which will protect NUTRIMOST and other indemnified persons or entities with respect to events covered by the indemnification granted by Licensee to NUTRIMOST under Article 9 of this License Agreement. Such insurance will be endorsed to include product liability coverage of at least 1 million per occurrence on a claims-made basis. Licensee will maintain such coverage with a third party commercial insurance carrier(s) rated A or better.

Licensee will cause the insurance carrier to include NUTRIMOST as a named additional insured on all such policies. The policy will include a waiver of subrogation against NUTRIMOST and contain a severability of interest and cross-liability provisions and also provide that the policy will not be cancelled or materially altered except on at least 30 days prior written notice to NUTRIMOST, and NUTRIMOST may thereafter have the right to terminate this License Agreement.

Licensee will provide NUTRIMOST with copies of the endorsements to such policies naming NUTRIMOST as an additional insured on the policies of Licensee, and will provide NUTRIMOST with a certificate of insurance or other relevant documentation to evidence the types, terms and coverage that Licensee has placed. Licensee will instruct its insurance carrier(s) providing such coverage to notify NUTRIMOST in writing of any cancellation or material change in coverage provided by such policies. Licensee will not allow any clinical trials, treatments, or other activities involving humans or the first Commercial Sale of Licensed Product to take place before the certificate or other relevant document is obtained, and shall promptly forward a copy of the same to NUTRIMOST.

12.0 ASSIGNMENT AND SUBLICENSE

12.1 The License granted to St. Germain hereunder expressly includes the right of Dr. St. Germain to assign or sublicense to others in the 4 counties of Florida described. This License Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, representatives, executors, successors, beneficiaries, assigns, agents, insurers, and any other persons acting by, through, under or in concert with any of the parties.

13.0 NOTICES

13.1 All payments, reports and notices or other documents that a party is required or may want to deliver to the other party will be in writing and delivered by:

(a) personal delivery or nationally recognized courier service and deemed to have been received at the time of delivery, or

(b) registered or certified mail (with all postage and other charges prepaid) and deemed to have been received at the end of the fifth (5th) day after it is posted, except that in the event of a postal strike, such notice will be deemed to have been received upon actual receipt, to the address described in this License Agreement for the other party or to such other address that the other party may subsequently direct in writing.

14.0 TERM

14.1 This License Agreement and the License granted herein are perpetual and shall not be terminable or revocable unless or until:

(a) NutriMost's Management System or NutriMost's governance changes in a material way that is unacceptable to St. Germain, or the NutriMost System is no longer available for sale to the public anywhere; or

(b) NutriMost sells or otherwise transfers control of the Management System to a third party, in which case NutriMost shall require as part of the transaction that the new owner(s) give St. Germain the sole and exclusive option to retain the License or terminate it; or

(c) This License Agreement is terminated by either party upon a material breach by the other party that is not cured within thirty (30) days after receipt of a detailed written notice of breach.

15.0 TERMINATION

15.1 Automatic Termination. The benefits conferred to Licensee (BUT NOT THE OBLIGATIONS CREATED THEREUNDER) under the License Agreement will automatically and immediately terminate

(a) upon nonpayment of the monthly licensing fee, licensee has 30 days to remedy the situation or license will be terminated.

(b) without notice to Licensee upon or after the filing by Licensee of a petition in bankruptcy or insolvency, or any final adjudication that Licensee is bankrupt or insolvent; or upon the attempt of any third party to levy, attach, or otherwise derive financial benefit from the license or other benefits conferred or arising under this agreement.

15.2 Termination by NUTRIMOST.

NUTRIMOST may, at its option, terminate this License Agreement immediately by giving written notice to Licensee if one or more of the following occurs:

(a) the filing of any petition or any application seeking reorganization, readjustment or rearrangement of the business of Licensee under any applicable law relating to bankruptcy or insolvency;

(b) the making by Licensee of any assignment or attempted assignment for the benefit of creditors;

(c) Licensee becoming insolvent, as evidenced, for example (without limitation) by

(i) the appointment of a receiver for all or substantially all of the property of Licensee,

(ii) the inability of Licensee to pay its liabilities generally as they become due,

(iii) the termination of a majority of Licensee's employees, or

- (iv) Licensee failure to remain in place for 30 days to carry on its business;
 - (d) any resolution passed, order made, or other steps taken by Licensee for the winding up, liquidation or other termination of the existence of the Licensee;
 - (e) if Licensee cancels its insurance coverage or materially alters its insurance coverage to the detriment of NUTRIMOST;
 - (f) if Licensee is in breach of any other agreement relating to the Licensed Technology entered into between Licensee and NUTRIMOST, and the breach has not been cured within the time provided for the curing of the breach under the terms of the related agreement, or if such related agreement has not been subsequently terminated in accordance with the terms of that agreement.
- 15.3 Notwithstanding the expiration or earlier termination of this License Agreement, Article 12 remains in full force perpetually, or if restricted by applicable law, for three (3) years thereafter, or for the longest period permitted by law, whichever is longest.

16.0 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law. This License Agreement is governed by, and will be construed in accordance with, the laws of the Commonwealth of Pennsylvania, applicable without regard to any choice or conflict of laws, rule or principle, that will result in the application of the laws of any other jurisdiction.

16.2 Dispute Resolution. The parties agree that any and all disputes and controversies arising from, connected with, or relating to this License Agreement, including relating to the construction, meaning, performance or effect of this License Agreement or any breach thereof (collectively "Disputes") will be resolved as follows:

(a) Informal Dispute Resolution. Prior to initiating formal dispute resolution procedures, the parties will first attempt to resolve any Dispute directly through good faith negotiations. Either party may deliver to the other a written notice requiring negotiation of the Dispute ("Notice to Negotiate"). The parties will seek to resolve Disputes through negotiations, but may escalate the resolution of any Dispute internally as necessary or appropriate at the executive level. If the Dispute has not been resolved within 15 days after the delivery of a Notice to Negotiate, either party may by written notice ("Notice to Mediate") require the other to mediate the Dispute in accordance with section 17.2(b). To the fullest extent permitted by law, the parties will conduct the negotiations in confidence.

(b) Mediation. The parties agree to retain the services of a mutually acceptable third party mediator to mediate the resolution of the Dispute. The mediator will be resident in the city in which the NUTRIMOST is situated, and all meetings regarding the mediation will be held either by video or telephone conference or by in-person meetings held in such city. No party will unreasonably withhold acceptance of a mediator, and the selection of a mediator will be made within 15 days following the conclusion of direct negotiations regarding a Dispute. If a mediator is not appointed, or if, following the appointment of a mediator, the Dispute is not resolved within 30 days, then any party may elect to commence litigation pursuant to section 17.3 below. To the fullest extent permitted by law, the parties agree to maintain the mediation proceedings in confidence; and share the costs of the mediator and the mediation facilities equally. All communications during the mediation referred to in section 17.2(b), including any documents or information prepared and exchanged solely for the purposes of that mediation, will be considered to be "without prejudice" and will not be admissible in any subsequent litigation.

16.3 Litigation. Any party may seek (i) interim measure of protection, including injunctive relief, prior to or during the negotiation or mediation of Disputes, and (ii) final resolution, from the courts sitting in the city in which NUTRIMOST is situated regarding any Dispute, and each party irrevocably and unconditionally agrees to the exclusive jurisdiction of such courts, and all courts competent to hear appeals therefrom, for that purpose

17.0 GENERAL

17.1 Headings. The headings and subheadings in this License Agreement are inserted for convenience of reference only and will not be used in interpreting or construing the provisions of this License Agreement.

17.2 Independent Contractor. The relationship between NUTRIMOST and Licensee is that of independent contractors and nothing in this License Agreement will be construed as establishing an agency, partnership, joint venture, or employment relationship between the parties. No party has the authority to act on behalf of the other party, or to commit the other party in any manner whatsoever or cause any other party's name to be used in any way not specifically authorized by this Agreement.

17.3 Entire Agreement. The parties hereto acknowledge that this License Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and replaces and supersedes all prior discussions, agreements and writings in respect hereto.

17.4 Amendment. No amendment or variation to this License Agreement will operate to change or vary the terms, obligations or conditions hereof except upon mutual agreement by both parties signed by an authorized representative of each party.

17.5 Severability. In the event that any provisions of this License Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, the remainder of the License Agreement will remain in full force and effect without said provision in said jurisdiction and such determination will not affect the validity or enforceability of such provision or the License Agreement in any other jurisdiction. The parties will in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which will most nearly approximate the intent of the parties in entering this License Agreement.

17.6 Waiver. No condoning, excusing or overlooking by any party of any default, breach or non-observance by any other party at any time(s) regarding any terms of this License Agreement operates as a waiver of that party's rights under this License Agreement. A waiver of any term, or right under, this License Agreement will be in writing signed by the party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver.

17.7 Interpretation. Each party and its attorneys have participated fully in the review and negotiation of this License Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply with respect to this License Agreement.

17.8 Time of the Essence. Time is of the essence of this License Agreement.

17.9 Further Assurances. The parties will promptly do such acts and execute and deliver to each other such further instruments as may be required to give effect to the intent expressed in this License Agreement.

17.10 Inurement. This License Agreement will inure to the benefit of and be binding upon the parties hereto, and their respective administrators, successors, and permitted assigns.

End of License And Additional Provisions.

①