

**INFORMED-SPORT
TRADEMARK LICENCE AGREEMENT**

BETWEEN

LGC LIMITED

- AND -

IAF Network S.r.l.

Dated 23rd Nov 2017

Contents

Clause	Page
1. Definitions and Interpretation	3
2. Commencement and Duration	5
3. Grant of Licence	5
4. Application of the Trademark	5
5. Title and Goodwill	6
6. Trademark registrations	6
7. Duties of the Member	6
8. Duties of the Licensor	6
9. Compliance	6
10. Advisory Panel	7
11. Fees	7
12. Taxes	8
13. Quality control and registration procedures	8
14. Pre-registration testing	8
15. Post-registration every batch testing	9
16. Post-registration blind testing	10
17. Post-registration reduced testing	11
18. Sale of products without use of Informed-Sport Trademark	11
19. Banned substances	11
20. Appeals	11
21. Use of Informed-Choice Trademark	11
22. Advertising and marketing	12
23. Liability	12
24. Indemnity	12
25. Insurance	13
26. Infringement	13
27. Confidentiality	13
28. Assignment and sub-licensing	14
29. Termination	14
30. Consequences of termination	15
31. Dispute Resolution	16
32. General	16
Schedule 1 The Informed-Sport Trademark	18
Schedule 2 Testing Criteria	19
Schedule 3 Fees	21
Schedule 4 Declaration: Informed-Sport Licence Agreement	22
Schedule 5 Permitted variations	23
Schedule 6 Territories	24
Schedule 7 Approved marketing statements	25

THIS AGREEMENT is made the 5 day of October 2018 (the "Commencement Date")

BETWEEN:

- (1) **LGC LIMITED**, with company number 2991879, whose registered office is at Queens Road, Teddington, Middlesex TW19 0LY (the "**Licensor**"); and
- (2) **IAF Network S.r.l.**, whose registered office is at Rovato (BS), in Via Salvella 43 Il traversa (the "**Member**")

each a "**Party**" and together, the "**Parties**".

WHEREAS:

- (A) The Licensor is the owner of the Informed-Sport Trademark and the Member wishes to use the Informed-Sport Trademark in relation to certain products.
- (B) The Parties have agreed to enter into this Agreement in respect of the Member's use of the Informed-Sport Trademark, subject to the terms in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

" Advisory Panel "	a panel of independent advisors appointed by the Licensor in accordance with clause 10.1;
" Agreement "	this agreement including any schedule or annexure to it;
" Banned Substances "	the substances listed at Schedule 2, as may be updated by the Licensor from time to time;
" Batch "	a quantity, specified by agreement between the Parties, of a product or material produced by the Member within a single manufacturing cycle (typically defined by the size of the manufacturing vessels, and denoted by a change in batch number) and which is homogenous;
" Blind Products "	Registered Products purchased from retail sources by the Licensor;
" Blind Testing "	post-registration Testing of the Blind Products in accordance with the Testing Criteria;
" Confidential Information "	all identifiable methodology, know-how, data, databases, flow charts, reports, tables or other material produced in relation to the provisions of this Agreement or any other information of whatever kind (whether commercial, technical, financial, operational or otherwise and whether communicated verbally, in writing or in any other form) relating to a Party, including but not limited to its business, products or customers and the results of any Testing;
" Disclosing Party "	the Party disclosing the Confidential Information;
" Fees "	the Membership Fee, the Product Registration Fee and the Testing Fees, the current amounts of which are set out at Schedule 3, as may be amended by the Licensor from time to time;
" Informed-Sport Trademark "	the trademark "Informed-Sport", including any associated logo, design, device and get-up owned by the Licensor from time to time, the current versions of which are set out at

	Schedule 1;
"Membership Fee"	the annual fee payable to the Licensor by the Member in accordance with clause 11.2, the current amount of which is set out at Schedule 3, as may be amended by the Licensor from time to time;
"Post-Registration Reduced Testing"	reduced-frequency Testing in accordance with Schedule 2;
"Product Assessment Questionnaire"	the questionnaire provided by the Licensor which is to be completed by the Member on its submission to the Licensor of a new product for approval under the Programme;
"Product Registration Fee"	the registration and approval fee payable by the Member to the Licensor in respect of each product submitted for Testing in accordance with clause 11.1, the current amount of which is set out at Schedule 3, as may be amended by the Licensor from time to time;
"Programme"	the programme operated by the Licensor for the approval of products and the grant of licences to use the Informed-Sport Trademark;
"Receiving Party"	the Party receiving the Confidential Information;
"Registered Product"	products sold or offered for sale by the Member which have been Tested and comply with the Testing Criteria or have been otherwise approved by the Licensor in accordance with this Agreement and in relation to which the Member is entitled to use the Informed-Sport Trademark, and "Registered" shall be construed accordingly;
"Registered Territory"	the territories and jurisdictions where the Licensor is registered as the owner of the Informed-Sport Trademark, as set out as Schedule 6 and as may be varied by the Licensor and notified to the Member from time to time;
"Territory"	the jurisdictions at Schedule 6, in which the Member is permitted to make use of the Informed-Sport Trademark in relation to Registered Products only;
"Testing"	testing of the products which the Member wishes to be registered as Registered Products in accordance with the Testing Criteria, and "Tested" shall be construed accordingly;
"Testing Criteria"	the criteria against which products shall be Tested and Registered as set out in Schedule 2;
"Testing Fees"	the fees payable in accordance with clause 11.3 by the Member to the Licensor for ongoing Testing, including the costs of Blind Testing, the current amount of which is set out at Schedule 3, as may be amended by the Licensor from time to time;
"Unregistered Territory"	all territories and jurisdictions that are not the Registered Territory, as may be varied by the Licensor and notified to the Member from time to time; and
"WADA"	World Anti-Doping Agency.

- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 any reference to a statute, a provision of a statute or any regulation or other delegated legislation shall be construed as a reference to that statute, provision, regulation or other delegated legislation as amended or re-enacted from time to time;
 - 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing; and
 - 1.2.3 the table of contents and headings are for ease of reference only and shall not affect the construction of this Agreement.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall come into force on the Commencement Date and shall continue in force until terminated in accordance with clauses 15.12 or 29.

3. GRANT OF LICENCE

- 3.1 The Licensor grants the Member a non-exclusive licence to use the Informed-Sport Trademark in the Territory for the promotion, distribution and sale of Registered Products, for the duration of this Agreement and on the terms in this Agreement.
- 3.2 This licence applies only to use in relation to Registered Products and does not grant the Member any general right of use.
- 3.3 The Licensor warrants that it is the registered owner of the Informed-Sport Trademark in the Registered Territory. To the Licensor's knowledge, use of the Informed-Sport Trademark in the Registered Territory as contemplated by this Agreement does not infringe any proprietary rights of third parties.
- 3.4 The Licensor makes no warranty, express or implied, as to the ownership of, and any other third party rights in, the Informed-Sport Trademark in the Unregistered Territory. Any use of the Informed-Sport Trademark in the Unregistered Territory may infringe existing or future third party rights and is entirely at the risk of the Member and subject to the provisions of clauses 23 and 24.

4. APPLICATION OF THE TRADEMARK

- 4.1 The Member shall use the Informed-Sport Trademark in one of the forms appearing in Schedule 1 or as otherwise stipulated from time to time by the Licensor and shall observe any reasonable directions given by the Licensor including, without limitation, as to colour and size of representations of the Informed-Sport Trademark.
- 4.2 The Member shall not use in its business any other trademark similar to the Informed-Sport Trademark and shall not use the Informed-Sport Trademark or any similar words or images as or as part of its corporate or trading name, save that nothing in this Agreement shall prevent the Member from using the words "informed" and "sport" separately.
- 4.3 The Member may use the Informed-Sport Trademark on packaging, advertising and promotional materials for the Registered Products offered for sale in the Registered Territory.
- 4.4 Subject always to clause 3.4, the Member may also use the Informed-Sport Trademark on packaging, advertising and promotional materials for Registered Products offered for sale in the Unregistered Territory.

5. TITLE AND GOODWILL

- 5.1 The Member acknowledges that the Licensor is the owner of the Informed-Sport Trademark.
- 5.2 The Member shall not dispute or challenge the validity of the Informed-Sport Trademark, or the rights of the Licensor to the Informed-Sport Trademark, during the term of this Agreement.
- 5.3 Any goodwill derived from the use by the Member of the Informed-Sport Trademark accrues and shall continue to accrue to the Licensor.

6. TRADEMARK REGISTRATIONS

- 6.1 The Member shall not apply for or obtain registration of any trade or service mark or any other intellectual property right in any country which consists of or comprises the Informed-Sport Trademark or any similar word(s) or mark(s).

7. DUTIES OF THE MEMBER

- 7.1 The Member shall use the Informed-Sport Trademark only for the purposes authorised in this Agreement and shall not use it in any way which would allow it to become generic and lose its distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Licensor.
- 7.2 The Member shall provide, at the request and expense of the Licensor, all necessary assistance in prosecuting any applications for registration of the Informed-Sport Trademark.
- 7.3 In the event that any Government approval of this Agreement is required in any country in to which the Member supplies or authorises the supply of Registered Products, the Member shall obtain such approval prior to the Commencement Date and shall provide the Licensor with a copy of such approval. Any failure to do so, and any liability arising therefrom, shall be entirely at the Member's own risk.

8. DUTIES OF THE LICENSOR

- 8.1 The Licensor will include on the www.informed-sport.com website the Member's details and information on all Registered Products manufactured, sold or promoted by the Member.
- 8.2 The Licensor is entitled to amend the Testing Criteria from time to time and will give the Member no fewer than 45 days' notice of any amendments to the Testing Criteria including details of any requirement to retest Registered Products. Where an amendment to the Testing Criteria is necessary due to a change in any applicable legislation or regulations or revisions in the World Anti-Doping Agency Prohibited List or any similar code of practice, the Licensor shall only be required to give the Member 30 days notice, or less, if this is determined by the relevant legislative, regulatory or other applicable body.
- 8.3 The Licensor shall, at its own expense, take all commercially reasonable steps to protect and enforce its rights relating to the Informed-Sport Trademark in the Registered Territory. The Licensor shall keep the Member informed about any variations to the Registered Territory and may issue an updated Schedule 6 from time to time.

9. COMPLIANCE

- 9.1 The Member shall ensure that Registered Products shall comply with all applicable laws and regulations of governmental or other regulatory authorities ("**Statutory Requirements**") and any established industry standards both in the country of origin and the country of destination and be safe for the use for which the same is intended.
- 9.2 The Member shall comply with all Statutory Requirements in force from time to time. Failure to comply with any provision of this clause 9 is grounds for immediate termination of this Agreement by the Licensor, which termination shall not result in any costs or compensation becoming payable by the Licensor to the Member.
- 9.3 The Member agrees and undertakes that it shall not, and shall require that its employees and affiliates shall not, take any action in furtherance of an unlawful order, promise or payment, in violation of any applicable anti-bribery law, anti-corruption law and conflict of interest law including, without limitation, the United Kingdom's Bribery Act 2010 or the United States Foreign Corrupt Practices Act ("**FCPA**"), nor take any action that would cause either itself or any other party (including the Licensor) to be in violation of the FCPA or the Bribery Act 2010.
- 9.4 The Member shall inform the Licensor if at any time it becomes aware, or should reasonably have become aware, that it has been entered on any denied persons, politically exposed persons or other sanctions lists maintained by the UK, the USA, the European Union or any other recognised national or international, governmental or quasi-governmental body. The Member acknowledges that entry onto any such list is grounds for immediate termination of this Agreement by the Licensor in accordance with clause 9.1.

10. ADVISORY PANEL

- 10.1 The members of the Advisory Panel will be appointed by the Licensor. Such Advisory Panel members will be selected on the basis of criteria decided by the Licensor, including (without limitation) creditability within the sports community.
- 10.2 The Advisory Panel members will form the Advisory Panel which will periodically review the Testing Criteria, the criteria for registering products and deal with appeals in accordance with clause 20.

11. FEES

- 11.1 The Member shall pay the Product Registration Fee to the Licensor for each product submitted for Testing. The Product Registration Fee is non-refundable in the event that the relevant product does not meet the Testing Criteria or is found to be unsuitable for analysis, and does not become a Registered Product.
- 11.2 From the first anniversary of acceptance by the Licensor of a product as a Registered Product, the Member shall pay the annual Membership Fee to the Licensor for each Registered Product within the Programme. The Licensor will invoice the Member for the Membership Fee annually and payments shall be made within 30 days of the invoice date unless otherwise agreed in writing. The Licensor reserves the right to amend the Membership Fee (which is payable annually by Members) by giving Members 30 days' written notice. The Membership Fee will be used by the Licensor to meet ongoing administration costs arising in connection with the Programme.
- 11.3 The Licensor shall invoice the Member for the ongoing Testing Fees within 30 days of completion of the relevant Testing. The Licensor reserves the right to amend the Testing Fees set out at Schedule 3 from time to time, subject to any agreement otherwise.
- 11.4 The Member shall pay the Licensor within 30 days of any invoice date unless otherwise agreed in writing. If any payment due to the Licensor under this Agreement is not made within seven days of the due date, interest shall accrue on the full amount outstanding at the rate of four per cent. above the base lending rate of Barclays Bank plc from time to time, from the due date until the date of actual payment. Partial payments shall be applied first against interest accrued to the date of payment and any balance against the amount outstanding.
- 11.5 On each anniversary of the Commencement Date, the Licensor shall be entitled to increase the Fees by the proportion by which the General Index of Retail Prices published by the United Kingdom's Office for National Statistics has increased during the preceding 12 month period. In addition, the Licensor shall be entitled to vary the Fees (up or down) to take account of any changes in the scope of Testing carried out under this Agreement. The Licensor shall notify the Member in writing of any proposed increase in Fees. If the Member accepts the proposed increase, the amended Fees shall be incorporated into a new Schedule 3 and this Agreement shall continue in force subject to the amended Fees. If the Member does not accept the proposed increase, the Member shall be entitled to terminate this Agreement by giving no fewer than 60 days' notice in writing. If the Member fails to respond to a notice from the Licensor proposing an increase to the Fees within 30 days of the date of the notice, the Member will be deemed to have accepted the proposed increase.

12. TAXES

- 12.1 All payments to be made by the Member under this Agreement are exclusive of value added tax (if applicable) or other sales tax, or customs duty which shall where appropriate be payable by the Member in addition to the Fees.
- 12.2 All payments under this Agreement to the Licensor shall be made in full without any discount, deduction, set-off or counterclaim whatsoever, save as may be required by law in which event such deduction or withholding shall not exceed the minimum amount which it is required by law to deduct or withhold and the Member will simultaneously pay to the Licensor such additional amounts as will result in the receipt of a net amount equal to the full amount which would otherwise have been receivable had no such deduction or withholding been required.

13. QUALITY CONTROL AND REGISTRATION PROCEDURES

- 13.1 Testing may only be carried out by laboratories that hold ISO17025 accreditation specifically for the screening of supplements for banned substance. Laboratories that carry out the Testing may be subjected to a proficiency testing programme, funded in part by the Membership Fee. The Licensor will provide the Member with details of approved laboratories. The Licensor will itself maintain at least one such approved laboratory.
- 13.2 When the Member wishes to submit a product for Registration, the Member shall submit a Product Assessment Questionnaire to the Licensor in the format specified by the Licensor, together with a pre-registration Testing consent form (the form of which shall be provided by the Licensor). The responses provided in the Product Assessment Questionnaire will be reviewed by the Licensor in accordance with the Informed-Sport Registration Guidance Notes. During the review process the Licensor may refer to the Advisory Panel if the Licensor deems it necessary.

- 13.3 The Licensor's review shall include an evaluation of the product label, the integrity of the manufacturing stages from supply of raw materials, through third party manufacturing, into packaging and storage by reference to the Informed-Sport Registration Guidance Notes.
- 13.4 The Licensor is under no obligation to accept a product for pre-registration Testing and may decline to Test or to continue Testing a product at its entire discretion, or to require additional Testing for products that are considered to represent an unacceptable risk to the reputation of the Programme.
- 13.5 The Member shall submit a Product Assessment Questionnaire for each Registered Product annually or at any time there is a change in the manufacturing supply chain or process or formulation for the relevant Registered Product.
- 13.6 The Member warrants that all information provided in the Product Assessment Questionnaire shall be true, accurate and complete in all respects and the Member undertakes to notify the Licensor in writing of any changes that affect the answers it provided in any Product Assessment Questionnaire. The Licensor shall review any updates to the answers provided in the Product Assessment Questionnaire and may require additional Testing to be performed to ensure the integrity of the Registered Product is maintained.
- 13.7 The Member acknowledges that registration of a product as a Registered Product does not guarantee that such Registered Product is free from all contamination that could give rise to a positive urine test (measured against the WADA analytical requirements).

14. PRE-REGISTRATION TESTING

- 14.1 Payment of the Product Registration Fee shall be payable by the Member prior to commencement of pre-registration Testing, unless agreed otherwise in writing with the Licensor. The Product Registration Fee will include the testing of five samples per product for Registration and the review of the associated Product Assessment Questionnaire. If further samples are required for analysis the Member will bear the cost of such Testing.
- 14.2 Together with the completed Product Assessment Questionnaire, the Member shall send five samples of each product to be registered for Testing by the Licensor, at the Member's cost, so that pre-registration Testing may be performed in parallel with the Licensor's review of the Product Assessment Questionnaire. A minimum of three samples from the same Batch (first, middle and final samples from the most recent production run) plus one sample from each of two further Batches of the relevant product must be submitted for pre-registration Testing unless agreed otherwise between the Parties.
- 14.3 All samples for Testing must be received in final, sealed packaging, have a minimum weight of 30 grams (or minimum volume of 30 millilitres) per sample, and be representative of the Batch. Results of Testing of the product must comply with the Testing Criteria in order for the product to be considered for registration as a Registered Product by the Licensor.
- 14.4 The Licensor will notify the Member in writing of the results of the Testing.
- 14.5 If the pre-registration samples comply with the Testing Criteria (and the Licensor concludes that the Product Assessment Questionnaire review is satisfactory), the Licensor shall notify the Member in writing that the Member is entitled to use the Informed-Sport Trademark in respect of that product, always in accordance with this Agreement. The Licensor shall issue a registration certificate for the relevant product to evidence its acceptance as a Registered Product on the Programme.
- 14.6 If any one or more of the pre-registration samples fails to comply with the Testing Criteria, the registration of that product will be suspended and the Member may not use the Informed-Sport Trademark in respect of that product. The Member shall be entitled to investigate and, if necessary, rectify such failure or contamination before submitting samples again for pre-registration Testing. Such investigative and remedial actions will be agreed in writing between the Licensor and the Member by reference to the Informed-Sport Registration Guidance Notes. The Licensor will determine the number and nature of additional pre-registration samples required for Testing, which may vary according to Batch size, suspect raw material, suspect equipment, or any other factors that the Licensor deems significant, acting reasonably. The Member will bear the cost of all such additional pre-registration sample Testing.
- 14.7 The Member shall provide written certification to the Licensor that it has complied with any remedial actions identified.

14.8 In the event that a pre-registration sample is found to be unsuitable for analysis (that is, where the sample cannot be successfully analysed using the existing validated analytical method), the Member shall be notified in writing by the Licensor. The Licensor shall suspend registration of the relevant product until an appropriate method has been developed that will allow routine analysis of that product. The pre-registration Testing Fee will still be payable in such cases. The Licensor and the Member may discuss and agree funding of any method development and validation work as required.

15. POST-REGISTRATION EVERY BATCH TESTING

15.1 Following registration of a product as a Registered Product, the Member shall send two samples from every Batch of each Registered Product, including all variants (including, but not limited to, different flavours or formulations sold under the same name as the Registered Product) to the Licensor for Testing.

15.2 All samples for Testing must be received in final, sealed packaging, have a minimum weight of 30 grams (or minimum volume of 30 millilitres) per sample, and be representative of the Batch. One sample shall be designated "Sample A" and the other, "Sample B". In the case of bars, liquids and gels, Sample B shall always be a second sealed sample sent by the Member from the same Batch as Sample A. For large volume products (including, but not limited to, whey powders), the Licensor shall either retain a second sealed sample sent by the Member or shall itself take a sub-portion of Sample A and store it in a tamper-evident container as Sample B (providing that the shelf life remains unaffected).

15.3 The Licensor will test Sample A in accordance with the Testing Criteria.

15.4 The Licensor will securely store Sample B for a minimum of the product shelf life (rounded up to the nearest full year).

15.5 Every sample Tested must pass the Testing Criteria in order for the product to remain a Registered Product. The Member shall not release a Batch of product for sale until the Licensor has issued a certificate of analysis to evidence that the Batch has met the Testing Criteria.

15.6 In the event that a sample of a Registered Product does not comply with the Testing Criteria the Licensor shall notify the Member and the Advisory Panel (if deemed necessary by the Licensor) in writing. The Licensor shall undertake a confirmatory analysis to verify the non-compliant result. The Member shall bear the cost of this confirmatory analysis.

15.7 In the event that the confirmatory analysis upholds the non-compliant result, the Member must not release the affected Batch for sale. Where a Batch of a Registered Product that has been accepted onto the Post-Registration Reduced Testing protocol is found not to comply with the Testing Criteria, the Member must immediately withdraw the affected Batch from all retail outlets and distribution, and ensure that this is not otherwise offered for sale.

15.8 The Member will be allowed 45 days to investigate and rectify the cause of the contamination, during which period the affected Registered Product shall remain in the Programme but the Member shall suspend any further production of the affected Registered Product until the successful conclusion of the investigation. This investigation shall be carried out in consultation with the Licensor and Advisory Panel (if the Parties agree on its involvement) according to the current version of the Informed-Sport Contamination Finding Guidance Notes in operation at that time.

15.9 The investigation process will be carried out as follows: within 45 days of the date of notification that a Batch has failed to comply with the Testing Criteria, the Member shall provide further samples to the Licensor from the relevant Batch and, at the Licensor's request, further finished product samples, raw material samples or equipment samples that relate to the relevant Batch for Testing as part of the investigation. The Member shall bear the cost of the additional Testing and investigation. The Licensor will notify the Member in writing of the results. Once the causative factor has been identified, the Member shall take remedial action which may include instigating procedures to reduce the risk of future contamination by the causative factor. The Member shall provide written certification of implementation of all remedial actions. Once remedial action has been taken, the Member shall send to the Licensor further samples from the next Batch of the affected Registered Product, prior to release for sale. The Licensor will determine the number of additional samples required for this Testing according to Batch size.

- 15.10 If any of these samples fail to comply with the Testing Criteria the Member will not release the Batch for sale and the 45 day investigation period and the actions required by clauses 15.6 to 15.9 shall recommence. If the Licensor confirms that all the samples have passed the Testing Criteria, the Member shall be entitled to use the Informed-Sport Trademark in relation to Registered Products from that Batch and the usual every-Batch Testing shall resume.
- 15.11 If the Member has reason to believe that any Registered Product no longer complies with the Testing Criteria it must notify the Licensor immediately.
- 15.12 If the Member fails to comply with any of this clause 15, the Licensor will have the right to terminate this Agreement immediately and the provisions of clause 30.2 shall apply.

16. POST-REGISTRATION BLIND TESTING

- 16.1 In addition to every-Batch Testing, the Licensor shall Test four (4) Blind samples per Registered Product in the year following the Commencement Date. This number may be reduced in subsequent years providing that no contamination issues have been identified at the sole discretion of the Licensor. Where there are a number of variants of a Registered Product, these variants shall be purchased in turn so that different variants undergo Blind Testing over the course of the year. Blind Products will be purchased independently by the Licensor via retail channels, including the internet. The costs of the Blind Testing shall be included in the Testing Fees at Schedule 3. The Licensor may also purchase Registered Product samples from retail outlets at its own cost from time to time for Testing.
- 16.2 In the event that a Blind Product does not comply with the Testing Criteria the Licensor shall notify the Member and the Advisory Panel (if deemed necessary by the Licensor) in writing. The Member shall provide further samples from the relevant Batch for Testing and the Member will bear the cost of this additional Testing. The Licensor will determine the number of additional samples required for Testing according to Batch size. If any such samples fail to comply with the Testing Criteria the Member will immediately withdraw all affected Registered Products from retail outlets and ensure that the Registered Product is not otherwise offered for sale.
- 16.3 Thereafter, the provisions of clauses 15.6 to 15.10 inclusive shall apply.

17. POST-REGISTRATION REDUCED TESTING

- 17.1 If the Licensor considers, in its sole discretion, that a Registered Product is at a low risk of containing Banned Substances and of failing the Testing Criteria, the Licensor will inform the Member that the Registered Product is eligible for Post-Registration Reduced Testing.
- 17.2 The Licensor and Member may then agree to reduce the frequency of Testing in accordance with the Post Registration Reduced Testing plan at Schedule 2.

18. SALE OF PRODUCTS WITHOUT USE OF INFORMED-SPORT TRADEMARK

- 18.1 Nothing in this Agreement shall prevent the Member from selling any product, regardless of whether it complies with the Testing Criteria, provided that neither the product nor any packaging or marketing materials display or make reference to the Informed-Sport Trademark or to the Programme.

19. BANNED SUBSTANCES

- 19.1 In order to be Registered, a product must not have been exposed to any Banned Substances. If a Member's suppliers or manufacturers handle Banned Substances, or the Licensor has reason to believe that a Member's products have otherwise been exposed to Banned Substances, the Member's products may only be Registered in accordance with clause 20.
- 19.2 If a product is found to contain Banned Substances, the Member may appeal and seek Registration in accordance with clauses 14.6 and 15.6 to 15.10.

20. APPEALS

- 20.1 In the event of a Batch of product failing to meet the Testing Criteria or containing or coming into contact with Banned Substances, the Member shall be entitled to investigate such failure and rectify any contamination, in accordance with clauses 15.8 and 15.9. The Member must agree to carry out such an investigation in writing.
- 20.2 The Member shall report to the Licensor and Advisory Panel (if the Parties agree that this is necessary) the findings of its investigation and detail the steps it has taken to eliminate cross-contamination. This report will include the analysis results of the samples taken from the

production run immediately following implementation of these remedial actions, in accordance with clause 15.9.

- 20.3 The Licensor (and, if agreed, Advisory Panel) will consider the report and make a decision within 5 days of receipt as to whether the affected Registered Product may remain in the Informed-Sport Programme.
- 20.4 If the Licensor and Advisory Panel are not satisfied with the report, the Member shall not be entitled to use the Informed-Sport Trademark in respect of the affected Registered Product.
- 20.5 If the Licensor and Advisory Panel are satisfied with the report, the Member shall be notified in writing that the product remains a Registered Product and the Member may use the Informed-Sport Trademark in relation to it, but such Registered Products shall be subject to Testing twice each month for 6 months from the date of such notice. The Member will bear the cost of this additional testing.

21. USE OF INFORMED-CHOICE TRADEMARK

- 21.1 The Member may use the Informed-Choice Trademark in relation to all Registered Products, always in accordance with the terms and conditions governing the use of the Informed-Sport Trademark contained in this Agreement. Save for Schedule 6 (which deals with each trademark separately), all references to the Informed-Sport Trademark shall be read as referring to the Informed-Choice Trademark should the Member choose to make use of the Informed-Choice Trademark.
- 21.2 The relevant Registered Products will then be listed on the www.informed-choice.org website.
- 21.3 There is no additional fee for using the Informed-Choice Trademark.

22. ADVERTISING AND MARKETING

- 22.1 The Member undertakes to ensure that its advertising and marketing of Registered Products shall in no way reduce or diminish the reputation, image and goodwill of the Informed-Sport Trademark.
- 22.2 In accordance with clause 3.2, in no event shall the Member imply or infer, on packaging or promotional materials or otherwise, verbally or in writing, that a product is a Registered Product until the Licensor has issued a registration certificate. Each registration certificate attaches and applies to the named Registered Product only. A registration certificate applying to one Registered Product may not be used as evidence of registration on the Programme of any other products manufactured or sold by the Member, or to infer that any other products of the Member have met or comply with the Testing Criteria.
- 22.3 With the exception of the permitted text outlined in Schedule 7, the Member shall send to the Licensor for its prior written approval any alternative text and layout of all proposed advertisements and promotional material relating to the Registered Products which feature, refer to or make claims relating to the Informed-Sport Trademark, the Licensor or the Programme. In the event that the Licensor disapproves of such material, it shall give written notice of such disapproval to the Member within 20 days of receipt by the Licensor of the material. The Member shall not use any material in the advertisement or promotion of Registered Products which has not been approved by the Licensor (with the exception of the text in Schedule 7). In the absence of a written notice of disapproval within 20 days of receipt of such materials, the materials shall be deemed to have been approved by the Licensor.

23. LIABILITY

- 23.1 Subject to clauses 23.2 and 23.3 the Licensor shall use reasonable skill and care in providing any assistance, information or advice to Members but neither the Licensor nor any of its officers, employees, agents or sub-contractors warrant the accuracy of any information, review, audit, certification or advice supplied.
- 23.2 The aggregate liability (inclusive of interest and legal and other costs) of the Licensor to the Member in respect of all claims arising under or in connection with this Agreement (whether by reason of any negligence by the Licensor or any of its employees or agents, any non-fraudulent misrepresentation, any breach of an express or implied warranty, condition or other term or otherwise) shall not in any event exceed the lower of (i) the total Fees paid by the Member in the preceding 12 months or (ii) £100,000.
- 23.3 Neither Party shall be liable to the other Party, save where liability is imposed by operation of law, for any:

- 23.3.1 loss of profits;
 - 23.3.2 damage to reputation;
 - 23.3.3 loss of anticipated revenues;
 - 23.3.4 loss of business opportunities;
 - 23.3.5 loss of goodwill; or
 - 23.3.6 indirect loss, damage, cost, expense, claim or other liability whatsoever,
- which arises out of or in connection with this Agreement.

24. INDEMNITY

- 24.1 Subject always to clause 23.2, each of the Parties (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party (including its officers, directors, shareholders, members, managers, employees and agents) (collectively, the "**Indemnified Party**") from and against any and all claims, actions, proceedings, losses, damages (whether direct, indirect or consequential, and whether economic or other) and expenses (including, without limitation, legal and other reasonable professional costs and expenses) (collectively, "**Claims**") in a relevant Registered Territory arising out of or relating to:
- 24.1.1 any material inaccuracy or material breach of the Indemnifying Party's representations, warranties, or covenants hereunder;
 - 24.1.2 personal injury, death or other cause of action arising out of the Indemnifying Party's acts or omissions under or in connection with this Agreement, including any action based upon negligence by the Indemnifying Party; or
 - 24.1.3 material breach of this Agreement by the Indemnifying Party,
- provided that if the indemnification obligation arises from a breach of this Agreement, the Indemnifying Party shall be given prompt notice of any such breach. The failure to provide such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that such failure prejudices the rights of the Indemnifying Party to defend any such matter. This provision will survive the termination of this Agreement.
- 24.2 Notwithstanding clause 24.1, the Licensor shall have no obligation to indemnify, defend and hold harmless the Member (including its officers, directors, shareholders, members, managers, employees and agents) from and against any Claims that are brought on whatsoever basis (including, without limitation, infringement of third party intellectual property rights) in relation to the Member's activities in any Unregistered Territory.
- 24.3 The Member shall indemnify the Licensor against all Claims relating to or arising from any product liability claim or product defects (whether obvious or hidden) in any Registered Product manufactured, promoted, distributed or sold by the Member, unless any product liability claim or product defects (whether obvious or hidden) in any Registered Product manufactured, promoted, distributed or sold by the Member would reasonably be held by an expert in the sports supplement testing field to have been caused by a material failure of the Licensor to use reasonable skill and care in the Testing, in which case the Licensor shall indemnify the Member.
- 24.4 The Member shall indemnify the Licensor against all Claims that are brought on whatsoever basis (including, without limitation, infringement of third party Intellectual Property rights) in relation to the Member's activities in any Unregistered Territory.

25. INSURANCE

- 25.1 The Member shall at its expense carry product liability and comprehensive general liability insurance covering the Registered Products of no less than £1,000,000 (one million pounds sterling).
- 25.2 Promptly on request from the Licensor the Member shall provide a copy confirming the existence of the insurance specified in clause 25.1 and evidence of payment of the relevant premium.

26. INFRINGEMENT

- 26.1 Each Party shall promptly notify the other of:

- 26.1.1 any actual or suspected infringement of the Informed-Sport Trademark that comes to its attention; and
 - 26.1.2 any attack or challenge to any registration of the Informed-Sport Trademark,
- in either or both cases, an "**IP Claim**".
- 26.2 The Member shall co-operate fully with the Licensor in taking all steps requested by the Licensor, in the Licensor's sole discretion, in connection with any IP Claim including, without limitation, legal proceedings in the name of the Licensor or in the joint names of the Licensor and the Member. The Licensor shall be responsible for the cost of any legal proceedings it so requires, and is entitled to any damages, account of profits and/or awards of costs recovered. The Member shall use its best endeavours to assist the Licensor in any legal proceedings relating to any IP Claim but shall not, unless the Licensor agrees otherwise in writing, bring any proceedings in respect of an IP Claim.
- 26.3 The Licensor shall have sole conduct of all proceedings relating to the intellectual property rights in the Informed-Sport Trademark and shall decide what action to take in respect of any infringement or alleged infringement of the intellectual property rights in the Informed-Sport Trademark.

27. CONFIDENTIALITY

- 27.1 The Receiving Party undertakes to the Disclosing Party that:
- 27.1.1 it shall not at any time disclose or reveal any part of the Confidential Information to any person other than to such of those directors, employees, agents or professional advisors of the Receiving Party who have a need to receive and consider the same for the purposes of this Agreement including (without limitation), the Programme Administrator ("**Permitted Recipients**");
 - 27.1.2 it and any Permitted Recipient shall use the Disclosing Party's Confidential Information solely for the purposes necessary to comply with its obligations or exercise its rights under this Agreement;
 - 27.1.3 it and each Permitted Recipient shall treat and safeguard as private and confidential all that Confidential Information; and
 - 27.1.4 it shall procure that each Permitted Recipient to whom Confidential Information is to be disclosed is made aware of and shall observe the terms of this clause 27.1 as if that person had given the undertakings contained in this clause 27.1 directly.
- 27.2 The provisions of clause 27.1 above shall not apply to the whole or any part of the Confidential Information to the extent that it is:
- 27.2.1 in the public domain other than as a result of a breach of any obligation of confidentiality by the Receiving Party;
 - 27.2.2 required to be disclosed by law or by order of a court of competent jurisdiction or by any applicable regulatory authority to which the Disclosing Party is subject where such requirement has the force of law;
 - 27.2.3 is already in the Receiving Party's possession at the time of disclosure by the Disclosing Party; or
 - 27.2.4 is developed independently by the Receiving Party without reference or access to the Disclosing Party's Confidential Information.
- 27.3 Whenever requested by the Disclosing Party, the Receiving Party shall procure the prompt return to the Disclosing Party of all Confidential Information provided by the Disclosing Party, or any part of it, together with all copies, and the Receiving Party shall further destroy (or if kept electronically, delete) and procure that any Permitted Recipients also destroy (or delete) any notes, memoranda or other records or working materials (in whatever medium) which contain any Confidential Information.

28. ASSIGNMENT AND SUB-LICENSING

- 28.1 This Agreement is personal to the Member. The Member shall not assign, sub-license or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the Licensor. The Licensor may sub-contract its rights and obligations under this Agreement at any time without the consent of the Member.

- 28.2 The Licensor may at any time and without seeking the consent of the Member assign its rights and obligations under this Agreement to a third party (the "**Transferee**"). On condition that the Transferee undertakes for the benefit of the Member to perform with effect from the date of assignment all of the obligations of the Licensor under this Agreement in place of the Licensor, the Member shall accept such performance and shall release the Licensor from any and all obligations and liability under this Agreement arising on or after the date of assignment.

29. TERMINATION

- 29.1 Either Party may terminate this Agreement at any time by giving 60 days' written notice to the other Party.
- 29.2 The Licensor may terminate this Agreement by immediate written notice in the event that the Member:
- 29.2.1 acts in any way which, in the Licensor's reasonable opinion, brings the reputation of the Licensor or the Programme into disrepute.
 - 29.2.2 ceases or threatens to cease to carry on business;
 - 29.2.3 enters into any liquidation, causes any meeting of its creditors or has a receiver or receiver and manager of all or any of its undertaking or assets appointed, or suffers the appointment or the presentation of a petition for the appointment of an administrator under the provisions of Part 2 of the Insolvency Act 1986, or shall be deemed by virtue of Section 123 of the Insolvency Act 1986 to be unable to pay its debts;
 - 29.2.4 commits a breach of this Agreement, provided that if the breach is capable of remedy, termination shall only occur if the breach has not been remedied within 14 days of the Member having been given notice in writing specifying the breach and requiring it to be remedied; or
 - 29.2.5 challenges the validity of the Informed-Sport Trademark.

30. CONSEQUENCES OF TERMINATION

- 30.1 Following termination of this Agreement:
- 30.1.1 subject to clause 30.3, the Member's licence to use the Informed-Sport Trademark ceases immediately;
 - 30.1.2 the Member shall immediately cease to manufacture or produce any products which make use of or refer to the Informed-Sport Trademark or any similar mark;
 - 30.1.3 the Member shall return to the Licensor at its own expense all Confidential information of the Licensor (including all copies in whatever form of any such information) and undertake not to use that information for any purpose whatsoever; and
 - 30.1.4 the Member shall if so requested by the Licensor execute an assignment in favour of the Licensor (or such other person as the Licensor directs) of all goodwill and any other rights in the Informed-Sport Trademark that have accrued to the Member by reason of the use of the same.
- 30.2 Where termination occurs under clauses 15.12 or 29.2.1, the Member shall:
- 30.2.1 immediately cease to sell or otherwise offer or make available any products or services of any type or description under or by reference to the Informed-Sport Trademark or any similar mark;
 - 30.2.2 immediately withdraw all Registered Products from retail outlets and any other distribution channels; and
 - 30.2.3 destroy all advertising or promotional materials featuring the Informed-Sport Trademark.
- 30.3 Where termination occurs otherwise than under clauses 15.12 or 29.2.1, the Member may continue to sell existing Batches of Registered Products (provided that such Batches meet the Testing Criteria) and make use of existing advertising and promotional materials that display or refer to the Informed-Sport Trademark or the Programme for up to six months from the date of termination.

- 30.4 The Member shall within 30 days of termination pay the Licensor all sums due under this Agreement together with all accrued interest.
- 30.5 The Member shall do nothing after the expiration or termination of this Agreement which may lead any person to believe that the Member is still licensed to use the Informed-Sport Trademark or is any way connected with the Licensor.
- 30.6 Termination of this Agreement by the Licensor pursuant to clause 29.1 shall be without prejudice to the right to seek compensation for breach of any provisions of this Agreement.
- 30.7 The Licensor shall publicise the withdrawal of the Registered Product from the Programme on the Informed-Sport website (www.informed-sport.com) and may inform other members of the Programme and other authorise as needed.
- 30.8 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination or expiration shall remain in full force and effect after termination or expiration.

31. DISPUTE RESOLUTION

- 31.1 Any question or difference which may arise concerning the interpretation of this Agreement, or any matter arising out of or in connection with this Agreement, shall first be referred to each of the Parties' Chief Executive Officers (or such other senior individuals with all due authority to settle the question or difference, as may be nominated by each Party) for discussion and resolution.
- 31.2 If the matter is not resolved by the Chief Executive Officers (or other senior individual) within 28 days of referral, the matter shall be referred by the notice of either Party to an expert appointed by agreement between the Parties' Chief Executive Officers, or in default of agreement within 14 days after the service of such a notice, appointed by the Centre for Effective Dispute Resolution ("**CEDR**") which appointment shall be binding on the Parties.
- 31.3 Any expert appointed under clause 31.2 shall act as an expert and not as an arbitrator. The expert shall use all reasonable endeavours to reach a decision within 30 days of the question or difference being referred to him and shall give his decision, and the reason for it, in writing. The Parties shall give the expert all information and assistance that he may reasonably require. The costs of the expert and any advisers shall be part of the award of the expert. If the Parties cannot resolve the dispute through the expert, either Party may file an action through the court.

32. GENERAL

- 32.1 This Agreement shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the Parties in connection with the subject matter of this Agreement.
- 32.2 The Member acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and in connection with this Agreement does not have any remedy in respect of, any representation or other statement or promise of any nature whatsoever other than as expressly set out in this Agreement.
- 32.3 Nothing in this Agreement shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.
- 32.4 No delay or failure on the part of either Party in enforcing any provision in this Agreement shall be deemed to operate as a waiver or create a precedent or in any way prejudice that Party's rights under this Agreement, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy.
- 32.5 The rights and remedies provided in this Agreement are cumulative and are additional to any rights or remedies provided by law.
- 32.6 Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 32.7 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both Parties.
- 32.8 Any notice under this Agreement shall be in writing and shall be sent by registered post, hand delivery or fax to the address or number of the other Party as notified to the first Party for this

purpose. Any such notice shall be deemed to have been duly received (provided it was sent to the proper address or number):

32.8.1 if despatched by registered post - 48 hours from the time of posting (subject only to any delays caused by industrial action affecting the postal service);


32.8.2 if delivered by hand - at the time of actual delivery;

32.8.3 if despatched by fax - 24 hours after the time of the despatch.

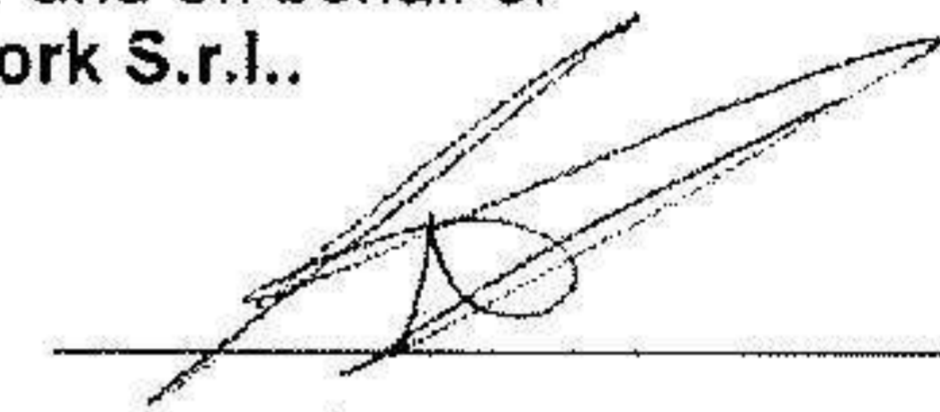
32.9 This Agreement shall be governed by and construed in accordance with the laws of England, and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England, to which the Parties irrevocably submit.

IN WITNESS OF THE ABOVE, this Agreement has been entered into and executed by the parties hereto through their duly authorised representatives, and is hereby delivered on the dates of signature below

Signed for and on behalf of
LGC LIMITED:

Signed: 
Name: CLIVE PEARCE
Title: LABORATORY DIRECTOR
Date: 15 Oct 2018

Signed for and on behalf of
IAF Network S.r.l.

Signed: 
Name: ALESSANDRO CORADI
Title: CEO
Date: 05/10/2018

Schedule 1

Original Registered Informed-Sport Trademark:



New-look Informed-Sport Logo (from September 2012):



Original Registered Informed-Choice Trademark



New-look Informed-Choice Logo (from September 2012):



Schedule 2

Testing Criteria

Samples are analysed for a range of Banned Substances, many of which are prohibited within sport. These include, without limitation, anabolic agents, stimulants, beta - 2 - agonists, diuretics and masking agents. A full list of the substances for which products are Tested can be found in Licensor's Service Level Agreement for Nutritional Supplements (the "**Test Substances**").

Detection for each of these substances meets the requirements of ISO17025.

Product samples may also be tested for prohibited substances other than those included in the ISO 17025 schedule, and further investigations will be performed where analytical results suggest a suspicious finding. Any findings of a Banned Substance will be reported to the Member and to the Advisory Panel if deemed necessary by the Licensor (with any report appropriately blinded for product and brand).

The range of Test Substances included in the Testing protocol will be reviewed regularly by the Licensor against current knowledge and intelligence, and will be updated as necessary. The Licensor reserves the right to vary the Testing Criteria, including the Test Substances and the associated detection limits, from time to time following consultation with the Advisory Panel.

WADA may make additions and deletions to their "Prohibited List" from time to time, and the Licensor shall be entitled (but not obliged) to amend the Testing Criteria to take account of such additions and deletions. The Member will be informed as soon as the Licensor is aware of any potential changes to the Testing Criteria.

The Member shall also be entitled to suggest amendments to the Testing Criteria and additions to the Test Substances.

Sampling

Members are responsible for providing samples for analysis and for ensuring that the sample provided is representative of the Batch.

Test Results

Samples where no Test Substances are detected during the screening analysis shall be confirmed as in compliance with the Testing Criteria.

Samples where one or more of the Test Substances is detected during a screening or confirmatory analysis will be deemed to be non-compliant with the Testing Criteria. These will be reported as a "**screening indication**" in the case of screening analysis.

In order to obtain data that meets internationally agreed standards for regulatory identification of prohibited substances, any screening indication will be confirmed using the Licensor's confirmatory analysis procedures.

Please note that any sample reported as having a 'trace' finding (as detailed in the current Service Level Agreement) will be deemed to comply with the Testing Criteria.

If a Registered Product fails to comply with the Testing Criteria as a result of changes made to the Testing Criteria after the date of registration, clauses 15.7, 15.8 and 16.2 shall apply.

Screening Analysis

- The following formulation types are covered within the ISO17025 schedule: bars, powders, capsules, gels, liquids and tablets.
- Each sample is Tested for the presence of Test Substances in line with the current Service Level Agreement, as stated on the certificate of analysis.
- Samples shall be prepared by liquid-to-liquid and solid phase extraction techniques.
- One or more internal markers shall be added to each sample to assess the suitability of matrix for Testing.
- Analysis shall be conducted using gas chromatography with mass spectrometric detection (GCMS) and liquid chromatography with mass spectrometric detection (LCMS).
- A Laboratory Information Management System (LIMS) shall be used to record sample details and analysis findings.
- The Member acknowledges that products will be accepted for Testing on the basis that, if the quality control measurements used to establish extraction efficiency fail, the sample will be

reported as 'unsuitable for analysis' for the specific compounds which have failed the analytical procedure.

- ☐ The test results are qualitative and only apply to the sub-sample of the batch that is received at the laboratory for testing. However, the tests applied to the sub-sample are highly sensitive and, assuming batch homogeneity, the results obtained are intended to provide an assessment of potential batch contamination. It is the responsibility of the Member to ensure Batch homogeneity and to ensure that the sub-sample submitted to the laboratory for testing is representative of the production Batch under investigation.

Product Risk and Post-Registration Reduced Testing

At the sole discretion of the Licensor, a Registered Product may be classified as "**Low Risk**" if it consistently passes the Testing Criteria over a certain period of time. If the Licensor determines that a Registered Product is Low Risk, it shall inform the Member and the Member shall be entitled to apply to the Licensor for Post-Registration Reduced Testing, in place of Post Registration Every Batch Testing, for that specific Registered Product.

Classification of a Registered Product as Low Risk shall be determined by the Licensor by reviewing the Registered Product against a risk matrix which assesses the formulation type and composition (ref: Informed-Sport Guidance Notes Reduced Sampling Plan).

The minimum number of samples to be tested under the Post-Registration Reduced Testing plan shall be determined by the Licensor based on a beta binomial distribution (ref: Informed-Sport Reduced Sampling Statistics) and the manufacturing conditions set out in the Product Assessment Questionnaire. Should any changes to the Product Assessment Questionnaire be made (including but not necessary limited to changes of third party manufacturers or changes of raw material), further samples would need to be analysed according to the new manufacturing conditions described in the updated Product Assessment Questionnaire in order for the Registered Product to re-qualify as a Low Risk Registered Product.

The Member will send the relevant number (in accordance with the Informed-Sport Guidance Notes: Reduced Sampling Plan) of Low Risk Registered Product samples to the Licensor for analysis at regular intervals over the course of the year. In addition, the Licensor will purchase Blind Products during the course of the year directly from retail outlets.

In the event that a Low Risk Registered Product that is operating to the Post-Registration Reduced Testing plan fails to meet the Testing Criteria, the provisions of clauses 15.7 to 15.12 shall apply. Upon successful completion of the investigation, the Registered Product would revert to Post-Registration Every Batch Testing until such time that an adequate number of samples of the product in question have been tested (ref: Informed-Sport Reduced Sampling Stats) and have consistently met the Testing Criteria. At this point, the Member may once again apply to the Licensor to have the Registered Product enrolled on the Post-Registration Reduced Testing plan.

Schedule 3

Fees*

Product Registration Fees

██████ per product

The Product Registration Fee will cover the analysis cost of 5 pre-registration samples, plus review of the Product Assessment Questionnaire. Where additional pre-registration testing is required in accordance with clause 14, additional charges will be payable.

Membership Fee

██████ payable, per Registered Product, annually from the first anniversary of the date of acceptance of the Registered Product onto the Programme.

Post-Registration Testing Fees

Tests	Price per test in EURO
Post Registration Blind Sampling (drawn from all product variants/flavours)	██████
Post Registration Testing (includes secure storage for the products shelf-life, up to a maximum of 3 years)	██████

The Testing Fees include purchase of Registered Products for Blind Testing.

Where additional testing is required as part of an investigation, additional charges will be payable.

If storage is required for longer than 3 years (i.e. where the shelf life exceeds 3 years), an additional fee may be charged.

Confirmatory Analysis

The cost of any confirmatory analysis required under clause 15.6 shall depend on the number of Banned Substances or any other analytes the presence or non-presence of which requires confirmation. This will be agreed between the Parties in the event that a confirmatory analysis is required.

*Note – all prices valid until ██████████

Schedule 4

Declaration: Informed-Sport Licence Agreement

On behalf of IAF Network S.r.l., I affirm that the answers I have given to the Product Assessment Questionnaire are a true and accurate assessment and that samples will be provided for every batch of product that is manufactured by us under the Informed-Sport programme, prior to release for sale.

I also affirm that each Registered Product distributed by the Member under this Agreement shall comply with all applicable laws and regulations of governmental or other regulatory authorities and any established industry standards both in the country of origin and the country of destination and be safe for the use for which the same is intended. The Registered Products covered by this Agreement are:

Brand:

Yamamoto Nutrition

Product:

Glycobol Ultra

The website address I would like the Informed-Sport website to link to is:

YAMAMOTONUTRITION.COM and IAFSTORE.COM

Signed for (on behalf of IAF Network S.r.l.):

SIGNATURE  DATE OF AFFIRMATION 5/10/2018

NAME ALESSANDRO CORADI

POSITION CEO

Witnessed by (on behalf of IAF Network S.r.l.):

SIGNATURE  DATE 5/10/18

NAME SILVIA DOTTI

POSITION EMPLOYEE

Schedule 5
Permitted Variations

The following variations to clauses 13 to 15 inclusive may be permitted by the Licensor, consent not to be unreasonably withheld or delayed:

- 1) If the Licensor has already Tested more than five samples of the product submitted by the Member for pre-registration Testing, the pre-registration Testing at clause 14 may be waived.
- 2) If it is not possible to obtain three samples from one Batch, plus one further sample from each of two further Batches, for pre-registration Testing in accordance with clause 14, alternative combinations of pre-registration samples may be submitted by the Member, provided that at all times a minimum of five samples of the same product are Tested. Such combinations may include, for example, one sample each from five different Batches; or four samples from a single Batch plus one sample from a second Batch.

Schedule 6
Territories

Informed-Sport Trademark

The Territory for the Member's use of the Informed-Sport Trademark at the Commencement Date is worldwide.

The Registered Territory for the Informed-Sport Trademark at the Commencement Date is all 28 member states of the European Community (Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK), China, Japan, South Korea and the United States of America.

All other territories and jurisdictions are Unregistered Territories.

Registration of the Informed-Sport Trademark is also underway in South Africa, Canada, Switzerland, Iceland, Norway, Australia and India.

However, at the Commencement Date, these remain Unregistered Territories.

Informed-Choice Trademark

The Territory for the Member's use of the Informed-Choice Trademark at the Commencement Date is worldwide.

The Registered Territory for the Informed-Choice Trademark at the Commencement Date is the United States of America only.

All other territories and jurisdictions are Unregistered Territories.

Registration of the Informed-Choice Trademark is also underway in Canada.

However, at the Commencement Date, this remains an Unregistered Territory.

Schedule 7
Approved Marketing Statements

In accordance with clause 22.3, the following statements may be used alongside the Informed-Sport Trademark without prior approval by the Licensor. Any alternative wording which the Member wishes to use must be approved by the Licensor prior to use:

- 1) Quality assured for athletes.
- 2) Banned substance tested for athlete's re-assurance.
- 3) The Informed-Sport programme provides assurance that products have been tested for substances listed on the World Anti-Doping Agency list of banned substances.
- 4) The Informed-Sport programme provides assurance that products have been tested for substances prohibited in sport.
- 5) The Informed-Sport programme provides assurance that products have been tested for substances listed on the World Anti-Doping Agency list of banned substances and are safer for athletes to use. For more information please visit www.informed-sport.com
- 6) Every batch of this product is tested for banned substances under the Informed-Sport programme. Products undergo rigorous testing at an ISO 17025 accredited lab to provide the highest level of assurance that they are safer for athletes to use. For further information about the testing process, please visit www.informed-sport.com

Combinations of the above texts may also be used, without the need for prior approval by the Licensor