

## NON-EXCLUSIVE TA-65<sup>®</sup> LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made by and between **TELOMERASE ACTIVATION SCIENCES, INC.** (“TA Sciences”), a Delaware corporation with its principal office located at 420 Lexington Avenue, Suite 2900, New York, New York 10170 USA, and the Healthcare Practitioner (who is referred to in this Agreement as “Licensee”) with an office located as specified on the signature page, and is effective as of the date of signature by Licensee.

### **RECITALS**

WHEREAS, the Licensee, is duly licensed to practice healthcare in the jurisdiction that is specified on the signature page.

WHEREAS, TA Sciences, is the distributor in the United States of TA-65<sup>®</sup>, a proprietary non-prescription nutritional supplement used to combat cellular aging and the owner of associated intellectual property including trademarks, service marks and trade names used by TA Sciences (collectively, the “TAS Marks”), and the knowhow, trade secrets and other proprietary and/or confidential information developed and/or used in connection with marketing TA-65<sup>®</sup> (collectively, the “Intellectual Property”);

WHEREAS, the Licensee desires to sell TA-65<sup>®</sup> to certain clients/clients of his/her healthcare practice (the “Practice”) and to use the Intellectual Property in connection with its sales; and

WHEREAS, TA Sciences desires to have the Licensee sell TA-65<sup>®</sup> to his/her clients and to use the Intellectual Property in connection with such sales, under the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration hereinafter contained, the parties hereto agree as follows:

1. Right to sell and market TA-65<sup>®</sup>.

- (a) TA Sciences hereby grants to the Licensee, on the terms and conditions of this License Agreement, a non-exclusive, non-transferable right to sell and market TA-65<sup>®</sup>, consistent with the terms of the Summary attached hereto as Exhibit 1, and to use the Intellectual Property in its marketing efforts.

The Licensee agrees not to alter, or remove, any copyright, confidential or proprietary notice incorporated in or on any product or materials supplied by TA Sciences and to include such copyright or other proprietary notice on any permitted copying or public dissemination of materials as required by TA Sciences. The Licensee further agrees that it shall not modify, adapt, translate, or create any derivative materials, without the prior written consent of TA Sciences.

- (b) License acknowledges that any such adaptation, translation, improvement, enhancement and any other derivative work of any materials supplied by TA Sciences (each a “New Work”), whether or not authorized by TA Sciences, shall be deemed to be created as a “work for hire” by the Licensee on behalf of TA Sciences, and that to the extent any New Work is not a “work for hire” under applicable law, the Licensee hereby expressly assigns and transfers to TA Sciences all right, title and interest in and to such New Work.

2. Use of Materials.

TA Sciences hereby grants the Licensee a non-exclusive, non-transferable right to use the Intellectual Property in the Practice. The Licensee agrees to: (i) comply with all requirements established by TA Sciences concerning the style, design, display and use of the Intellectual Property; and (ii) submit to TA Sciences all advertising copy and other promotional or informational material utilizing any TAS Mark to document compliance with this Section 2. The Licensee agrees to use the Intellectual Property only in accordance with the terms of this License Agreement. During the term of this License Agreement, the Licensee also agrees not to create, adopt or use in connection with the Practice or otherwise any trade name, domain name, trademark or service mark, whether registered or not, that incorporates a TAS Mark, in whole or in part, or that may be construed to be confusingly similar to a TAS Mark, without the prior written consent of TA Sciences.

3. Right to Use Confidential Information.

The Licensee acknowledges and agrees that during the term of this Agreement, TA Sciences may provide the Licensee with access to proprietary information and confidential information developed by TA Sciences, its employees or agents, in whatever form maintained, including but not limited to all business records, reports, strategic plans, business methods, licensees, prospective licensees, study data or any business records developed in connection with selling and marketing TA Sciences' products (excluding any client list and medical records) which TA Sciences deems to be proprietary and confidential (collectively "Confidential Information"), whether or not marked as such. During the term of this Agreement and for two (2) years thereafter, the Licensee shall not, without the prior written consent of TA Sciences: (i) disclose any Confidential Information to any unauthorized third party; or (ii) use any Confidential Information in any manner other than in connection with fulfilling its obligations hereunder. The Licensee also agrees not to reproduce any document or other object that contains, or is derived from, any such Confidential Information, and shall return to TA Sciences all such Confidential Information in his/her possession or the possession of the Practice upon the termination of this Agreement. The Licensee agrees that TA Sciences shall be entitled to injunctive or other appropriate equitable relief to prevent the unauthorized disclosure or use of any Confidential Information. The Licensee hereby agrees to cause the other health care professionals providing professional services at the Practice to abide by the terms of this Section 3. As used herein, the term "Confidential Information" shall not include any information which: (i) at the time of disclosure or thereafter is generally available to and known by the public; (ii) was available to the Licensee on a non-confidential basis prior to disclosure by TA Sciences; (iii) becomes available to the Licensee on a non-confidential basis from a person who is not otherwise bound by a confidentiality agreement with TA Sciences, or by any other obligation of secrecy, or is not otherwise prohibited from transmitting the information to the Licensee ; or (iv) any information that is required to be disclosed by subpoena, court order or other legal process. In the event that the Licensee is required by law to disclose any Confidential Information, the Licensee shall provide TA Sciences with at least ten (10) business days' written notice prior to any such disclosure.

4. Non-Exclusivity.

The Licensee acknowledges and agrees that nothing in this Agreement shall be construed to prevent or restrict TA Sciences from granting third parties rights to sell and market its products, use related Intellectual Property and Confidential Information, or from using any such material in any manner whatsoever, during the term hereof.

5. Ownership.

The Licensee agrees that ownership of or rights to all TAS Marks, the goodwill relating thereto, and the Intellectual Property shall remain vested in TA Sciences both during the period of this Agreement and thereafter, and the Licensee further agrees not to challenge, contest or question the validity of TA Sciences' ownership of or rights to any TAS Mark, product, or Intellectual Property, or any registration, copyright registration or patent associated therewith. The Licensee agrees to immediately inform TA Sciences of any use of any trade mark, service mark, trade name, domain name, or material, similar to any TAS Mark, product or Intellectual Property and any potential infringements thereof by any person, which come to the Licensee's attention. TA Sciences shall have the sole right to take whatever action it deems reasonable and necessary to protect its interest or rights to the Intellectual Property and proprietary material described herein, and the Licensee agrees not to take any action with respect thereto without the prior express written consent of TA Sciences.

6. Qualifications.

Licensee qualification has 3 basic requirements:

- (a) Sign and date this Agreement.
- (b) Study our ***Telomere Manual***.
- (c) Pass the open book qualification exam.

7. Implementation.

- (a) The parties agree to cooperate with each other in performing their respective obligations hereunder.
- (b) The Licensee agrees to assist its clients in the orientation and understanding of all pertinent aspects of telomere biology and TA-65<sup>®</sup>. THE LICENSEE ACKNOWLEDGES AND AGREES THAT TA SCIENCES HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO TA-65<sup>®</sup> EXCEPT AS CURRENTLY STATED IN TA SCIENCES MATERIALS and ON THE TA SCIENCES OFFICIAL WEB SITE. Licensee agrees to answer all questions from clients/clients regarding telomeres, telomerase, and TA-65<sup>®</sup> to the best of its ability. For questions where it would be more appropriate, Licensee will advise clients or clients to contact TA Sciences directly.
- (c) Licensee shall abide by guidelines established by TA Sciences except for deviations that are required for a client's safety in the reasonable judgment of the Licensee under applicable standards of medical care. The Licensee also agrees to notify TA Sciences of any adverse reactions or related adverse events regarding any client taking TA-65<sup>®</sup> immediately upon becoming aware of the adverse event.
- (d) TA Sciences shall notify Licensee of any general safety concerns that may arise from use of TA-65<sup>®</sup>. Licensee immediately after becoming aware of any serious adverse event regarding use of TA-65<sup>®</sup>.

8. Term.

This Agreement shall remain in effect until terminated as provided below. This agreement may be terminated at any time by either party for any reason or for no reason, upon 30 days written notice. The termination of this Agreement shall not relieve, release or discharge either party hereto from any obligation, debt or liability which may previously have accrued and which remains to be performed upon the date of termination, including, but not limited to, the obligation of a party to compensate the other as provided herein. Unless otherwise agreed by the parties, within ten (10) days following the termination of this

Agreement for any reason, the Licensee shall: (i) assist in the referral of any Practice client then taking TA-65<sup>®</sup> to another authorized TA-65<sup>®</sup> provider; (ii) cease use of the TAS Marks, Intellectual Property and Confidential Information; (iii) return to TA Sciences all materials, data, Confidential Information, and other documentation in whatever form or medium maintained; and (iv) remit to TA Sciences any and all outstanding payments and charges due and owing as of the termination date hereof.

9. Representations, Warranties and Covenants of the Licensee.

The Licensee hereby makes the following representations, warranties and covenants to TA Sciences, each of which is material to this Agreement and is being relied on by TA Sciences, and shall be true as of the date hereof and shall survive the termination of this Agreement:

- (a) The Licensee has the legal authority to enter into this Agreement;
- (b) The Licensee is duly authorized to practice healthcare in the authorized jurisdiction and shall remain so licensed during the term hereof;
- (c) The Licensee will operate the Practice, and cause each health care professional providing professional services to clients of the Practice to act, in compliance with all federal, state, county and municipal laws, ordinances, and regulations applicable thereto, including, but not limited to, HIPAA, anti-kickback and self-referral provisions thereof, and all applicable professional licensing regulations and policies; and
- (d) None of the terms and conditions of this Agreement conflict with any agreement, contract or arrangement between the Licensee and any third party.
- (e) Licensee understands that TA-65<sup>®</sup> is a nutritional supplement (not a drug) and that TA Sciences makes no claims relating to TA-65<sup>®</sup> that it will prevent or cure any disease. Licensee acknowledges that to make any such claims would be against FDA regulations and accordingly Licensee agrees to be vigilant not to make any claims or in any way to imply that TA-65<sup>®</sup> can cure or prevent any disease. (Note that the FDA does not consider aging to be a disease and that structure and function claims such as activating telomerase and extending telomere length are allowed.)

10. Representations, Warranties and Covenants of TA Sciences.

TA Sciences hereby makes the following representations, warranties and covenants to the Licensee, each of which is material to this Agreement and is being relied on by the Licensee, and shall be true as of the date hereof and shall survive the termination of this Agreement:

- (a) TA Sciences has the legal authority to enter into this Agreement;
- (b) TA Sciences is the owner of, or otherwise has the lawful right to use TAS Marks and the Intellectual Property and the Confidential Information and to distribute the products supplied to the Licensee during the term of this Agreement. To the best of its knowledge, nothing to be supplied under this Agreement, violates any intellectual property or trade secret right of any third party;
- (c) TA Sciences shall comply with all applicable laws, rules and regulations of any federal, state or local governmental entity in connection with the performance of this Agreement; and

- (d) None of the terms and conditions of this Agreement conflict with any agreement, contract or arrangement between TA Sciences and any third party.

11. Insurance; Indemnification.

(a) Insurance.

TA Sciences shall secure and maintain in full force and effect during the term of this Agreement extended coverage property insurance, comprehensive general liability insurance (including contractual liability coverage), products liability, appropriate worker's compensation insurance covering TA Sciences and its employees, in such minimum amounts as determined by TA Sciences or as otherwise may be required by law. (Note: TA Sciences' insurance automatically extends coverage for its customers.) Licensee shall secure and maintain in full force and effect during the term of this Agreement such professional liability insurance as shall be necessary for compliance with all regulatory requirements, and in addition conforms with industry standards for the type of business practiced by the Licensee.

(b) Indemnification.

Licensee agrees to indemnify, defend and hold harmless TA Sciences and its officers, directors, agents, employees, contractors and shareholders from and against any and all claims, liabilities, losses, damages, costs and expenses including, without limitation, attorneys' fees and expenses, arising out of or relating to: (i) any act or omission of the Licensee (or the Practice and its representatives) in performing his obligations hereunder; or (ii) any breach by the Licensee of any of his representations and warranties or any other provision in this Agreement. TA Sciences agrees to indemnify, defend and hold harmless the Licensee and his agents, employees, and contractors from and against any and all claims, liabilities, losses, damages, costs and expenses including, without limitation, attorneys' fees and expenses, arising out of or relating to: (i) any act or omission of TA Sciences (or its representatives) in performing its obligations hereunder; or (ii) any breach by TA Sciences of any of its representations and warranties as set forth in this Agreement. The parties acknowledge and agree that the foregoing indemnification obligations shall not apply to the extent that the party seeking indemnification (or its representatives) is responsible for the act or omission giving rise to any such claim, liability, loss, damages, cost or expense. Furthermore, TA Sciences assumes no liability to the Licensee or to any third party with respect to the provision of medical services provided by the Licensee or the Practice, and the Licensee shall indemnify TA Sciences against all claims, losses and liabilities incurred in connection with the provision of such medical services, including, but not limited to, reasonable attorneys' fees and expenses, under this Section 14(b). The parties further agree that each party may elect, at its own expense, to participate in the defense of any claim or action arising out of or relating to the foregoing. Each party further agrees not to settle or compromise any claim or action arising under or related to this Agreement for which indemnification is sought without other party's prior written consent.

12. Relationship of Parties.

(a) Independent Contracting Parties.

TA Sciences and the Licensee (including the Practice) are independent contracting parties. In this regard the parties agree that the relationship between TA Sciences and the Licensee (including the Practice) is that of an independent supplier of non-prescription nutritional supplements and a medical or healthcare practice, respectively, and, unless otherwise provided herein, nothing in this Agreement shall be construed to create a principal-agent, employer-employee, or master-servant relationship, a partnership or joint venture between the Licensee and TA Sciences.

(b) Licensee-Client Relationship.

The professional relationship between the Licensee (and the Practice) and clients shall, at all times during the term of this Agreement, be solely between the Practice (including its healthcare practitioners and other health care personnel) and the clients. In this regard the parties agree that:

- (i) TA Sciences shall not interfere with the exercise by the Licensee, the Practice or its healthcare practitioners and other health care personnel of their professional judgment (including but not limited to recommendations regarding use of TA-65®).
- (ii) The Licensee through the Practice shall, with respect to the care and treatment of his clients, at all times, be solely responsible for supervising all healthcare practitioners and other health care personnel performing professional services as employees, contractors or under orders from or on his behalf; and
- (iii) The Licensee through the Practice shall be solely responsible for the medical care and treatment of his clients and in no event shall TA Sciences have any responsibility for the medical services rendered to the clients of the Practice.

13. Miscellaneous.

(a) Notice.

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, or by overnight express courier or by facsimile, which, subject to change upon written notice, shall be addressed to the locations set out on the signature page. Each such communication shall be deemed to have been given at the time it is mailed at any regularly maintained post office or at the time of its receipt in the case of overnight courier or facsimile delivery.

(b) Applicable Law; Jurisdiction.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, irrespective of the fact that a party hereto may be or become a resident, citizen or corporation organized under the laws of another state or country, and notwithstanding any conflict-of-laws doctrines to the contrary. Each party hereby agrees to the in personam jurisdiction of the courts of the State of New York in New York County and the United States District Court for the Southern District of New York with respect to any dispute or controversy among them arising under or in connection with this Agreement.

(c) Use of Names.

Neither party to this Agreement shall have the right to use the trade name, trademark, service mark, fictitious name or names associated therewith, or a variant thereof, of any party hereto for any

advertising or promotional purpose or in any written publication of any kind without such party's prior written consent, except as may otherwise expressly provided in this Agreement or as may be required by applicable law.

(d) Conflicts.

In the event of any conflict between the terms of this Agreement and any Exhibit, the terms of this Agreement shall govern and control.

(e) Entire Agreement; Amendments.

This Agreement, including the Exhibits, expresses the entire agreement between the parties with respect to the subject matter hereof, there being no representation, warranty or other agreement not herein expressly set forth or provided for. This Agreement may be altered, modified or amended only by a written instrument executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date signed as written below:

**NAME OF LICENSEE:**

Print Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**LICENSEE BUSINESS INFORMATION (Print):**

Company  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Authorized State Jurisdiction(s) to Practice: \_\_\_\_\_

NPI #: \_\_\_\_\_

How do you plan to promote TA-65®? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**[For Office Use Only Below] TELOMERASE ACTIVATION SCIENCES, INC.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_



## EXHIBIT 1      AGREEMENT TERMS AND SUMMARY

### I. Terms

#### **TA Sciences will supply start up assistance plus ongoing support:**

- A.) Provide educational materials on telomere biology and TA-65<sup>®</sup>'s method of action. Operations support, as may be reasonably required, will also be provided. (Note that TA Sciences is not licensed to practice medicine and does not supply any medical advice.)
- B.) Supply statistics, reports of results, and other Marketing information as it becomes publicly available.
- C.) Provide products and tests at the discounted licensee pricing (see page 10) to the Licensee for his/her clients and personal use.

#### **Licensee will supply the following services:**

- A.) Knowledgeable and professional instructions to clients about Telomere Biology and TA-65<sup>®</sup>.
- B.) Actively promote TA-65<sup>®</sup> and whatever telomere measurement and immune system tests that may be offered.

#### **Shipping Charges for US and Canada**

<b>FedEx Service Types Available</b>	<b>1 - 3 bottles (90 Cap)</b>	<b>4 - 7 bottles (90 Cap)</b>	<b>8 - 39 bottles (90 Cap)</b>	<b>BULK 24+ bottles (90 Cap)</b>
	<b>1 - 14 bottles (30 Cap)</b>	<b>15 - 29 bottles (30 Cap)</b>	<b>30 - 119 bottles (30 Cap)</b>	<b>BULK 60+ bottles (30 Cap)</b>
<b>Express Saver</b>	<b>Free</b>	<b>Free</b>	<b>Free</b>	<b>Free</b>
<b>2-Day Express</b>	<b>\$10.00</b>	<b>Free</b>	<b>Free</b>	<b>Free</b>
<b>Standard Overnight</b>	<b>\$25.00</b>	<b>\$25.00</b>	<b>\$25.00</b>	<b>\$60.00</b>
<b>Priority Overnight</b>	<b>\$35.00</b>	<b>\$35.00</b>	<b>\$35.00</b>	<b>\$100.00</b>

#### Note:

- Licensees may use their own FedEx or UPS account for expedited shipments, in which case the shipping fees will be waived.
- Taxes may apply to products shipped to the following states: Connecticut, New Jersey, New York, Texas, and Utah.
- If you are a licensed reseller in any of the above states please send a copy of your Resale Certificate to [operations@tasciences.com](mailto:operations@tasciences.com) and we will waive any applicable taxes.

## **II.Retail and Licensee Discount Pricing Structure**

	Client Retail Price	Licensee Discount Price
Per 250U 90 capsule Bottle		
1 – 3 Bottles *	\$600.00	\$450.00
4 – 7 Bottles *	\$550.00	\$412.50
8 – 39 Bottles *	\$500.00	\$375.00
40+ Bottles **		\$337.50
Per 100U 30 capsule bottle		
1 – 96 Bottles *	\$100.00	\$50.00
97 – 240 Bottles *		\$40.00
240+ Bottles **		\$35.00
Per 1oz TA-65® for Skin bottle		
1 – 3 Bottles *	\$500.00	\$375.00
4 – 7 Bottles *	\$450.00	\$345.00
8 – 39 Bottles *	\$400.00	\$315.00
40+ Bottles **		\$280.00
Per 4oz TA-65® for Skin bottle		
1 – 3 Bottles *	\$1,000.00	\$750.00
4 – 7 Bottles *	\$910.00	\$687.00
8 – 39 Bottles *	\$830.00	\$625.00
40+ Bottles **		\$560.00
Immunology Lab Testing		
Kit		\$350.00

\* TA Sciences can ship to the Licensee's office or directly to his/her clients as instructed. In all cases, Licensee takes full financial responsibility for paying for his/her orders. Payment to TA sciences should be made in advance of shipment by credit card or wire transfer.

\*\* Licensees who want to buy larger bulk quantities and carry inventory are entitled to lower prices. Prepayment is also required for bulk quantity orders.

Signature:\_\_\_\_\_

Date:\_\_\_\_\_