

LICENSE AGREEMENT

This Agreement is entered into by and between Country Life, LLC, located at 180 Motor Parkway, Hauppauge, NY11788 USA (hereinafter referred to as "Licensor") and Natural Distribution Holdings Ltd. (via its subsidiary companies – Sante Verte Ltd and Wisdom of Nature Ltd) , located at Unit E - Foster Road, Ashford Business Park, Sevington, Ashford, Kent TN24OSH, UK (hereinafter referred to as "Licensee").

RECITALS

1. Licensor has developed and is the owner of all rights to the formulas and manufacturing process for the dietary supplement products, natural personal care products, sports nutrition products and other products set forth in Attachment A (hereinafter referred to as the "Products"); and,
2. Licensor has significant scientific, technical and commercial know-how regarding the Products; and
3. Licensor is the owner of the trademarks or has all rights concerning the trademarks under which the Products are or will be sold in the Territory as hereinafter defined (hereinafter referred to as the "Trademarks"); and
4. Licensee is engaged in the distribution and sale of various dietary supplement and other products and desires to distribute the Products in the Territory.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, Licensor and Licensee hereby agree as follows:

1. License and Territory.

- 1.1 Licensor hereby grants to Licensee the exclusive right to distribute and sell the Products in the territory of the UK, France and Ireland (hereinafter referred to as "Territory").
- 1.2 Licensor hereby grants to Licensee the right to use the Trademarks in connection with the distribution and sale of the Products.
- 1.3 Licensee shall not have the right to sublicense and of the rights granted under this License agreement without the express, written consent of Licensor.

2. Responsibilities of Licensee.

- 2.1 Minimum Purchases. For the calendar year 2011, Licensee agrees to purchase a Minimum Quantity of the Products in each year of this Agreement as set forth in Attachment B. The price of the Products shall be as set forth in Attachment B, which may be revised by Licensor from time to time upon written notice.

- 2.2 Best Efforts. Licensee agrees to use its best efforts during the term of this Agreement to sell and actively promote, in all lawful ways and to the maximum extent possible, the sale of all sizes of all of the Products.
- 2.3 Purchase of Products. Licensee agrees to purchase from Licensor the Products as are required to maintain a supply of the Products sufficient to meet the demand of its customers. Licensor agrees to pay shipping charges F.O.B. U.S. Port. Licensee agrees to pay for all subsequent shipping charges associated with Products ordered by Licensee. Credit terms, if any, and any other terms or conditions of sale from Licensor to Licensee shall be as determined by Licensor and stipulated on each invoice for Products purchased by Licensee. All orders for the Products received by Licensor are subject to its acceptance in its sole discretion and Licensor shall have no liability if it is unable to supply the Products for any reason. However, Licensor shall attempt to fill the orders of Licensee with due regard to availability, demand of other Licensees and inventory on hand of Licensee. Any Products which Licensor for any reason ceases to sell shall automatically be deleted from the list of Products without obligation to Licensee. Notwithstanding this subparagraph, Licensor shall attempt to fill and ship all orders of Products from Licensee within a reasonable amount of time after an order is placed with Licensor.
- 2.4 Deliveries. Licensee shall maintain prompt delivery service compatible with good business practice, the nature of the Products, and the requirements of its customers.
- 2.5 Damaged Products. Licensee shall store all inventories of Products at proper temperatures and environmental conditions to maintain the quality of the Products. In the event of damage to any of the Products for any reason, rendering the contents unfit for consumption, therapeutically ineffective or otherwise unsaleable, Licensee shall promptly notify Licensor of the facts and shall not distribute or transfer such Products to any other person or otherwise dispose of such Products except as instructed in writing by Licensor. Licensee shall be solely and exclusively liable for the costs of such damaged Products and the cost of their destruction. Licensee shall not have the right to return Product for any reason, unless such Product is defective from improper manufacture by Licensor. Any claim for return or replacement of defective Products must be reported to Licensor within thirty (30) days of the receipt of the defective Products. After thirty (30) days from receipt Licensor shall not be responsible for any defective Product.
- 2.6 Facilities and Sales Force. Licensee warrants and represents that it has the resources, including equipment, facilities, materials and personnel, necessary to perform this Agreement. Licensee will maintain a properly trained sales force of adequate size to represent and promote the sales of the Products. Licensee shall be responsible for developing its own marketing plan and system for dispensing the Products.
- 2.7 Local Registrations. Licensee agrees to promptly obtain and hold in Licensor's name and on Licensor's behalf all licenses, registrations, product registrations, and authorizations necessary to carry out the importation, distribution, and sale of Products in the Territory where commercially feasible. Licensee agrees and acknowledges that all such registrations, licenses or authorizations are and shall remain the property of Licensor. Licensee shall not

do any act or thing to jeopardize the validity of any such registrations, licenses or authorizations. Upon termination of this Agreement Licensee shall immediately return and/or transfer all registrations, licenses or authorizations to Licensor who will reimburse direct costs of registration (if any) incurred previously by Licensee.

- 2.8 Marketing Plan. During the first year of this Agreement Licensee shall provide Licensor with its marketing plan at least one (1) month prior the date of the intended launch of the Products. Licensor shall promptly provide Licensee with written remarks and comments with regard to the marketing plan. For subsequent years Licensee shall provide Licensor with its marketing plan at least two (2) months prior the beginning of each year. Licensor shall provide written comments within one (1) month of the receipt of the marketing plan.
- 2.9 Advertising Review. Upon the request of Licensor, Licensee shall send copies of its advertising and promotional material to Licensor for review prior to its use in the Territory. Licensee agrees to take into consideration any comments or suggestions from Licensor and shall modify the advertising and promotional materials accordingly.
- 2.10 Scientific Studies. Licensee shall request prior written approval from Licensor for any scientific an/or clinical studies undertaken using the Products in the Territory under its own responsibility and at its own expense. Licensee agrees not to publish the results of any scientific and/or clinical studies using the Products without the prior written approval of Licensor. The results of any studies using the Products shall be disclosed to Licensor and shall be available for use by Licensor free of any charge.
- 2.11 Complaints. Licensee shall immediately inform Licensor of any complaints, side effects, interactions and/or misuse concerning the Products of which Licensee becomes aware.
- 2.12 Product Requirements. Licensee shall procure all of its requirements of the Products from Licensor or suppliers designated by Licensor.

3. Responsibilities of Licensor

- 3.1 Documents. After the execution of this Agreement and upon the request of Licensee, Licensor shall supply either Licensee or the appropriate Health Officials in the Territory with all documents and information which are necessary and available for Licensee to comply with the relevant laws in the Territory and/or to complete the registrations set forth in paragraph 2.7 above. All documents and information provided by Licensor to Licensee pursuant to this paragraph shall remain the property of Licensor.
- 3.2 Trademark Maintenance. As necessary Licensor shall register, maintain and reasonably defend the Trademarks in the Territory at its own cost and expense. If Licensor chooses not to defend the trademarks, Licensee shall have the right to take over the defense at its own cost and expense.

4. Records and Statements

- 4.1 Business Records. Licensee shall maintain complete, accurate and detailed records of the sales of the Products in the Territory.

9. Intellectual Property Rights. All intellectual property rights relating to the Products and to this Agreement, including all the Trademarks, copyrights, patents, mask works, trade secrets, and other intellectual property rights (collectively referred to as "Intellectual Property") are and shall remain the property of Licensor. Licensee shall promptly inform Licensor of any action or conduct of any person which may infringe upon any of Licensor's Intellectual Property rights. Licensee shall fully cooperate with Licensor in connection with any legal action taken by Licensor in connection with any such infringement.

10. Term and Termination. The term of this Agreement shall commence on the date of the last signature below and shall continue for a period of five (5) years. At the end of the initial five (5) year period this Agreement shall automatically renew on a year to year basis unless either party provides one hundred eighty (180) days written notice to the other party of its decision not to renew or unless otherwise terminated in accordance with the terms set forth in this Agreement.

10.1 Either party may terminate this Agreement for material breach if such breach has not been cured within sixty (60) days from receipt of written notice and description of the breach.

10.2 Either party may terminate this Agreement immediately upon written notice to the other in the event either party becomes insolvent, files for bankruptcy, or encounters similar financial problems that may significantly affect a party's ability to perform in accordance with this Agreement.

11. Warranties. Licensee acknowledges that its strict performance of the obligations of this Agreement is essential to the continuation of the privilege of acting as an exclusive Licensee of the Products. Licensee represents and warrants that:

11.1 Licensee holds all necessary federal, state and local licenses and permits for Licensee to distribute the Products in accordance with applicable law.

11.2 There are no actions or proceedings pending, or contemplated within the knowledge of Licensee, that would in any way jeopardize any such licenses or permits; and

11.3 Licensee has all corporate authority to perform this Agreement and that such performance will not violate any agreement to which it is a party.

12. Limit of Liability.

12.1 Except to the extent that Licensor's gross negligence or willful misconduct has caused personal injury, Licensor's liability is limited to actual direct damages and shall not exceed the amount of purchases over a one-year period from the time a claim is made.

12.2 **LICENSOR IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR THIRD PARTY DAMAGES OR CLAIMS, INCLUDING LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY.**

13. Insurance. Both parties agree to maintain adequate general and product liability insurance commensurate with industry standards and practice within the Territory but no less than the equivalent of USD 2,000,000 throughout the duration of this Agreement.

14. Independent Contractor. Licensee shall be an independent contractor for all purposes, including tax, insurance, workers compensation, and employment benefits.

15. Miscellaneous

15.1 Each party shall bear its own expenses in obtaining the licenses to perform their respective responsibilities described in this Agreement.

15.2 The time of performance of each party shall be increased to the extent reasonably necessary for any loss, expense, or delay caused by an act of God, accident, strike, fire, flood, war, riot, civil or political disturbance, fuel or gasoline shortage, malfunction of equipment, interruption of electricity, telephone, or delivery service, or other event beyond a party's reasonable control.

15.3 Licensee may not assign this Agreement or any of its rights or obligations hereunder without the express, written consent of Licensor. Any merger, reorganization or consolidation of Licensee shall be deemed an assignment.

15.4 No modification or amendment to this Agreement shall be binding upon the parties unless made in writing and signed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and approved assigns.

15.5 This Agreement shall be governed by the laws of the state of New York without regard to its conflicts of laws provisions. The Convention relating to a Uniform Law on the International Sale of Goods of 1964 and the United Nation Convention on Contracts for the International Sale of Goods of 1989 are not applicable to this Agreement.

15.6 If a provision of this Agreement shall be determined to be null and void the other provisions of this Agreement shall not be affected thereby. The parties shall immediately replace such provision by a new one having the nearest economic result.

15.7 No waiver of any default or breach in performance of any clause of this Agreement shall constitute a waiver of any subsequent default or breach regardless of the period the other party has tolerated such default or breach.

15.8 This Agreement replaces all prior written and oral communication and is the complete Agreement regarding the distribution of the Product.

15.9 Any reproduction of this signed Agreement made by reliable means (such as photocopy or facsimile) will be considered an original binding Agreement.