

Banned Substances Control Group Athlete Assurance Program Agreement for VADA Supplement Safety Initiative

BSCG LLC. (“BSCG”) is a California limited liability company with its principal place of business in Los Angeles, California.

_____ (the “Client”) is a
_____ with a principal address as follows:
_____.

WHEREAS, the Client is a fighter enrolled in the Voluntary Anti-Doping Association (VADA) doping control program who is considering the use of dietary supplements functional foods, or natural products, (“Supplements”).

WHEREAS, BSCG provides third-party analytical testing services that includes: analysis of Supplements for illegal or otherwise unwanted substances (“Banned Substances”), finished product label verification, ingredient identity, contaminants, and other analytes of significance;

WHEREAS, BSCG offers expert consulting services on issues related to nutritional product compliance, anti-doping and drug testing, general toxicology, or other matters of concern.

THEREFORE, BSCG and the Client (the “Parties”) hereby enter into this agreement dated _____, according to the terms herein.

The Client desires to have BSCG test certain Batches, as the term is defined below, of Supplements in order to ensure that no Banned Substances are detected in a specific Sample of a Batch.

The Client understands that the Athlete Assurance Program is for Client purposes only and does not include the ability to use the BSCG trademark on any products tested or otherwise imply that the products are certified products of BSCG. The Client acknowledges that results of any testing conducted under the scope of this Agreement are for internal use by Client only and reports may not be posted publicly, or be provided to any third parties, without BSCG’s written consent. Client shall not use the BSCG trademark or seals in association with any Supplements tested, and results may not be used by Client, or any downstream party who may be provided with the results (with the consent of BSCG), to imply publicly that Supplements have been certified by BSCG, or have otherwise been approved or tested by BSCG. Client is responsible for ensuring that any downstream party that might receive results understands this provision and does not use the results publicly in any fashion.

1. Definitions

- 1.1 Adverse Result: A finding through laboratory analysis that one or more Banned Substances has been found in a Sample.
- 1.2 Aliquot: The portion(s) of a sample or package used for analysis.
- 1.3 Batch: The identification number for the Supplements being tested, ‘Batch Number’ ‘Lot Number’ and ‘Production Code’ will be used interchangeably in this agreement.
- 1.4 Banned Substance: A substance listed in the BSCG Certified Drug Free Testing Menu for banned substances in sport and other prescription, over-the-counter, or illicit drugs as listed at www.bscg.org.
- 1.5 Business Day: Monday through Friday, except for federal holidays.
- 1.6 Contaminants: Agents that may potentially be present in Supplements that could be harmful or toxic including but not limited to; heavy metals, pesticides, solvents, microscopic organisms.
- 1.7 Matrix Variation: The variability between different dietary supplement products, making some easy to analyze and some very difficult.
- 1.8 Method Detection Level: The level above which a compound can be identified in a representative dietary supplement matrix using an established analytical method. It is a measure of the performance capability and sensitivity of the method.
- 1.9 Product: An individual type of Supplement merchandised, marketed, and/or manufactured with a unique SKU. ‘Product’ and ‘Supplement’ will be used interchangeably in this agreement.
- 1.10 Sample: A portion of a Batch that is a fair and accurate representation of the composition of the Batch that it represents.

2. Testing and Consulting Services (“Services”)

- 2.1 BSCG shall act as an independent consultant to Client, and employees of BSCG, if any, shall not be deemed to be employees of Client for federal tax or other purposes. BSCG acknowledges that it will render a standard degree of skill in providing services to Client under this Agreement.
- 2.2 BSCG shall complete the services herein according to its own means and methods of work, which shall be in the exclusive charge and control of BSCG and which shall not be subject to the control or supervision of Client, except as reporting concerning the results of the work. BSCG shall be responsible for managing its acts

and the acts of its agents, employees, and subcontractors, if any, while engaged in the performance of services hereunder.

- 2.3 BSCG agrees to provide testing for Banned Substances, and/or identity verification, and/or Contaminants on Samples of Batches of Supplements provided to it by the Client. The specific testing menu shall be determined through communications with the Client on a project specific basis. A list of examples of the Banned Substances for which Samples may be analyzed can be found at www.bscg.org. BSCG reserves the right to make any and all additions, subtractions or adjustments to the list that BSCG deems appropriate for any reason.
- 2.4 If Client desires optional additional testing can be done to verify Product identity, purity, composition or strength specifications and check for Contaminants.
- 2.5 BSCG agrees that testing shall be done at a facility competent in testing Supplements for Banned Substances, Contaminants, or for identification purposes. The facility shall be accredited according to the requirements of the International Organization for Standardization and International Electrotechnical Commission (ISO/IEC) 17025: 2005 standard for “General requirements for the competence of testing and calibration laboratories,” or shall be otherwise qualified based on experience in the field at BSCG discretion.
- 2.6 The analyses utilized may include BSCG’s custom developed proprietary liquid-liquid and solid phase extraction methods followed by analysis with Liquid Chromatography Mass Spectrometry (LCMS) and/or Gas Chromatography Mass Spectrometry (GCMS), or other appropriate techniques as deemed necessary by BSCG or BSCG laboratory partners.
- 2.7 BSCG will provide the Client with a Sample manifest including the Sample shipping address and additional instructions on a project specific basis.
- 2.8 BSCG acknowledges that each Sample will have an internal laboratory chain of custody started at the time when the laboratory takes control of the Sample.
- 2.9 BSCG agrees that it will use all reasonable efforts to perform Services within the turnaround times indicated in Appendix A. The Client understands that circumstances can occur where the length of time required to fully analyze a Sample can take longer, and in rare circumstances, significantly longer than indicated. If additional workup is required for a particular Product additional time and cost may apply.
- 2.10 In the event that no Banned Substances are detected, a one page report will be issued for the Sample(s) in the group.
- 2.11 In the event of an Adverse Result for a Sample, a one page report will be produced specifying the Banned Substance(s) identified during screen testing. Additional testing is required to evaluate the consistency of the result(s), confirm the identity

of the compound(s) and establish the quantity present according to the fees in Appendix A.

- 2.12 All other reports for special project testing, custom analysis, label verification, ingredient identity, contaminant testing or other projects performed under this Agreement shall be prepared according to BSCG discretion.
- 2.13 Reports under this Agreement shall be sent by e-mail to Client and will be copied to VADA.
- 2.14 BSCG retains the exclusive right to halt testing and/or terminate this agreement for any reason if BSCG believes that continuing the Services would be against its objectives or policies, or against anti-doping objectives or policies.
- 2.15 BSCG results apply only to the Aliquot(s) tested. BSCG makes no other claims or representations about the Supplements and does not certify, endorse, make statements about the efficacy or safety, or make any other assurances regarding Supplements under this Agreement.
- 2.16 BSCG offers expert consulting services and legal support in addition to analytical testing according to the fees in Appendix A. All expert consulting services are to be considered on a case by case basis and shall be agreed to in writing by the Parties prior to BSCG performing any work on the project in question.

3. Client Obligations

- 3.1 The Client shall provide information on Supplements to BSCG as well as details of any special circumstances involved in the testing request prior to BSCG conducting any testing so that such information may be considered in the analytical process.
- 3.2 The Client agrees that it takes full responsibility for providing a Sample that is a fair and accurate representation of the composition of the Batch that it represents. The Client understands that BSCG results apply only to the Aliquot(s) tested and that BSCG makes no representation regarding Batch uniformity, nor any representations regarding the composition of any part of the Batch other than the Aliquot(s) analyzed, including, but not limited to, any representation about the presence or absence of Banned Substances.
- 3.3 The Client warrants and takes full responsibility for ensuring that the Samples are not tampered with prior to their arrival at BSCG or its designated testing facility. The Client will track the custody of the Sample from the time the Sample is collected to the time the Sample arrives at BSCG's designated facility. At BSCG's request, the Client will provide chain of custody documentation to BSCG.
- 3.4 The Client acknowledges that the size of each Sample sent to BSCG will be a minimum of fifty milliliters (50 mL) or forty grams (40g), or as directed on BSCG sample manifests. The Client acknowledges that it is responsible for providing a Sample that is appropriately sealed to avoid spillage or contamination (original

sealed manufacturer packaging is preferred), and that the Sample will be clearly marked with manufacturer brand name, Batch number or production code and Product name and Client warrants that such identifying information will be accurate.

- 3.5 The Client shall provide a sample manifest with every shipment that includes: Client/Brand Name, Shipment Date, Product Name, Batch Number and reporting and invoicing contact information as well as other details as relevant or as directed by BSCG.
 - 3.6 The Client shall notify BSCG of incoming Sample shipments by e-mailing samples@bscg.org and including a pdf copy of the Sample manifest.
 - 3.7 The Client warrants that it shall only use reports provided under this Agreement for internal purposes only and will not post them publicly or share with third parties. Client further acknowledges that Supplements tested under this Agreement have not been approved or certified by BSCG in any fashion and shall not have use of any BSCG trademarks or certification seals.
 - 3.8 The Client agrees that it will remit fees to BSCG for the Services in accordance with Appendix A.
 - 3.9 Client acknowledges that BSCG may enter into other agreements thereby obligating BSCG to perform services to parties other than Client, and that such actions by BSCG shall in no way be construed as contrary to or in derogation of this Agreement. Client further acknowledges that nothing in this Agreement shall be construed to require BSCG to provide services for Client at or by any specific time, or in any specific manner. Client acknowledges that it will not designate BSCG, or any of its personnel, as expert witnesses without the written consent of BSCG.
4. Liability, Indemnification and Limitations on Damages
 - 4.1 The Client agrees that monetary damages alone are insufficient to protect the interests of BSCG in this Agreement.
 - 4.2 The Client agrees any damages incurred by the Client flowing from this Agreement shall be limited to the total dollar amount actually paid by the Client to BSCG in the year preceding the filing of any claim against BSCG.
 - 4.3 The Client agrees to indemnify, hold harmless and defend BSCG and any of its officers, employees, subcontractors, or agents, against any claim by a third party arising out of or relating to this Agreement or the performance of Services. Such agreement to indemnify, hold harmless and defend shall apply without regard to the circumstances surrounding the claim.

5. Term and Termination

The term of this Agreement shall extend from the effective date of this Agreement until Client represents that services are no longer required or BSCG informs Client that services have terminated. Either party shall have the option to terminate this Agreement at any time; provided, however, that said party shall give written notice of its intent to terminate this Agreement. In the event of termination, all fees and bills associated with the services to that point will be paid. Client agrees to pay BSCG at the rate(s) discussed in Appendix A, or as agreed to in written communications regarding projects, and further agrees that it will pay for any time or costs that BSCG incurs as a result of this Agreement (example: if a third party, as part of litigation, issues a subpoena to depose BSCG and/or its officers, employees, subcontractors, or agents, or to produce documents associated with the services referenced herein, Client agrees to pay BSCG for all time and costs incurred by BSCG resulting therefrom).

6. Denial of Warranties

ALL SERVICES PROVIDED BY BSCG ARISING OUT OF OR RELATING TO ITS OBLIGATIONS IN THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. BSCG DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL BSCG OR ITS OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, EXCEPT THOSE DAMAGES REFERENCED IN PARAGRAPH 4.2 OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE, OR LOSS OF BUSINESS DAMAGES, BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF BSCG OR ITS OFFICERS, EMPLOYEES OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Contact/Addresses

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered in a traceable manner and shall be addressed as follows:

If to BSCG:
BSCG LLC
11301 W. Olympic Blvd
Suite #685
Los Angeles, CA 90064

If to Client:

(If no address written above by Client, BSCG will use any known address of Client for any notices hereunder.)

8. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State of California without reference to conflicts of laws principals.

9. Choice of Jurisdiction and Forum

The Parties hereto agree that all actions or proceedings arising in connection with this Agreement (intended to be construed broadly) shall be tried and litigated exclusively in the State and Federal courts located in the County of Los Angeles, State of California. This choice of venue is intended by the parties to be mandatory and not permissive, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Los Angeles, State of California shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

10. Entire Agreement

This Agreement and all other agreements, exhibits, and schedules referenced herein constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes and replaces all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

11. Severability

A declaration by any court, or any binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

12. Survival

Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in Paragraphs 4, 5, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17 and 18 of this Agreement shall survive the termination of this Agreement.

13. No Third Party Beneficiaries

The services provided pursuant to this Agreement are intended only for the benefit of the Client. No other party is intended to benefit from such services.

14. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

15. Headings

The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

16. Intellectual Property

The Client acknowledges and agrees that to the extent any intellectual property is developed under this Agreement in the course of the performance of Services, whether or not prosecutable or protected under state or federal law, that BSCG and/or its contractors shall be the sole owner of said intellectual property.

17. Confidentiality of the Agreement

The Parties agree that the terms and conditions of this Agreement shall be confidential and, therefore, agree to undertake whatever measures are reasonably necessary to preserve such confidentiality, including by requiring such confidentiality of all officers, directors, personal representatives, attorneys, agents, employees, independent contractors, or any other persons to whom disclosures are made, unless disclosure is required by law, a court of competent jurisdiction or an arbitrator issuing an award pursuant to this Agreement. Under no circumstances

shall this Agreement as written be published or disclosed in whole or in part unless required by law or with the prior written consent of BSCG. Notwithstanding the foregoing, the Client may disclose the terms and conditions of this Agreement to its attorneys, accountants and other agents as necessary to conduct the ordinary course of business, subject to appropriate confidentiality agreements.

18. Miscellaneous

A facsimile, photocopy, or electronic copy of this signed Agreement may be used just as an original. The Agreement may be signed in counterparts. The Agreement is to be considered as drafted by both parties and not construed against one party as the drafting party. All parties acknowledge that they have had the opportunity to review this written Agreement with counsel of their choice prior to execution and have had the opportunity to discuss all terms contained herein.

ACKNOWLEDGED and APPROVED:

BSCG

Client: _____

Signature

Signature

By: Anti Doping Sciences Institute Inc.
(ADSI), Manager of BSCG, LLC.

Name: Oliver Catlin
Title: President, ADSI

Date

Date

Appendix A – Fee Schedule and Turnaround Times

All testing costs for supplements will be paid for by VADA under separate agreement with BSCG. Turnaround time for results is typically 10-15 business days after receipt of a sample.

In the event other consulting services are required they will be billed directly to Client at the following hourly rates.

Hourly Consulting Pricing: (billed in 10 minute increments)

Scientific Personnel (M.D., PhD.)	\$450/hour
Senior Personnel	\$350/hour