

AGREEMENT

This Agreement is entered into this ____ day of _____ by and between NDAssist Inc. ("Provider"), a corporation incorporated under the laws of Canada and _____. (the "Supplier"), a corporation incorporated under the laws of _____.

WHEREAS:

1. Provider has established a natural product database system (the "System") pursuant to which Provider shall provide naturopathic doctors and other consumers with information on products and laboratory results as to various treatment options via various computer related distribution avenues which may include, without limitation, CD ROM, applicaton, and an interactive online computer service (the "Services"); and
2. The Supplier wishes to have its Products and/or Results (as such terms are defined in Section 4) included on the System.

IN CONSIDERATION of the premises and the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Provider and Supplier agree as follows:

1. Grant of Rights

Supplier grants to Provider the following rights:

(a) the right and license to use the Supplier's name, Products and/or Results, trademarks, trade names and copyrights (all whether now owned or hereafter acquired) in connection with the Products and/or Results for all purposes in connection with the System including, without limitation, the Listing (as defined below) of the Products and/or Results on the Services and the promotion and advertising of the System;

(b) Supplier represents and warrants that it has the right, power and authority to enter into this Agreement and perform its obligations under it and that the sale and Listing of the Products and/or Results on the System, and the placement of the System on the Services will not violate any agreement by which the Supplier is bound, or any law or governmental regulation.

2. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue for one year from the date hereof (as such term may be extended from time to time, the "Term"). The term of this Agreement shall be automatically extended from year to year after the expiration of each Term, unless terminated by either party by providing written notice to the other party no earlier than sixty days and no later than thirty days prior to the expiration of the Term.

3. Territory

The Territory for the license and rights granted to Provider under this Agreement shall be the world.

4. Listing of Products and/or Results

(1) Supplier agrees to provide Provider with all information and materials in connection with the Products and/or Results as reasonably requested by Provider (including, if available, photographs of the Products) and cooperates with Provider in the preparation of the display and listing of the Products and/or Results (the "Listing") on the System. The accuracy of all descriptions and representations shall be the sole responsibility of the Supplier. Provider will use its best efforts to ensure that the Listing conforms to the Supplier's instructions. Provider shall have the sole right of use and ownership of the Listing, including, without limitation, the software related thereto.

(2) Promptly after Provider receives from the Supplier the list of the products of the Supplier to be displayed on the System (the "Products") and/or the laboratory tests of the Supplier to be displayed on the System (the "Results"), Provider shall commence preparation of the Listing.

(3) All information, materials and images must be presented to Provider by Supplier no later than thirty (30) days after the date of this agreement.

(4) If Supplier does not provide Provider with all information, materials and photographs within the above-specified thirty (30) days, then all fees as agreed to in Section 10 will be due and payable on expiration of the thirty-day period.

5. Annual Membership Fee

The Supplier shall pay to Provider a non-refundable fee of _____ for the preparation of the Listing for _____ and inclusion of the Listing on the System for a twelve-month period from the date of this Agreement. This amount shall be payable within 30 days of the date of this Agreement. Additional set-up fees shall be required if Supplier does not supply information on Products and/or Results in the format required by Provider and, as a result, Provider input is required.

Annual fees for subsequent years shall be determined in advance of the anniversary date hereof and shall be payable to Provider prior to the anniversary date of this Agreement in each subsequent year. Notwithstanding the foregoing, the Provider agrees that the annual membership fee to be charged to the Supplier hereunder shall be no more than 110% of the previous year's membership fee for the same Listing. However the supplier may choose to pay extra for additional advertising.

6. Inclusion of the System

The Provider shall include the Listing on the System with respect to each of the Services on which the System is placed. The Provider shall make the System available on CD, downloadable application and on the website (www.ndassist.com).

7. Termination

(1) If either party (the "Defaulting Party") is in default hereunder or otherwise fails to observe or perform any of its obligations contained in this Agreement, the other party may terminate this Agreement on thirty days' prior written notice to the Defaulting Party unless, during the thirty-day notice period, the Defaulting Party is able to rectify its default or otherwise is able

to accommodate the other party to the other party's reasonable satisfaction. Any such termination shall be without prejudice to the accrued rights of the other party under this Agreement and, without prejudice to such party's rights in connection with such breach.

(2) If the Supplier shall engage in unethical activities (as determined by Provider) and/or shall supply Provider with false or misleading information (as determined by Provider), Provider shall be entitled to terminate this Agreement forthwith on written notice to Supplier, in which case Supplier shall be reimbursed for a reasonable portion of all fees paid to Provider.

(3) On termination of this Agreement, the Supplier's rights under this Agreement shall terminate and Provider shall discontinue the Listing of the Products and/or Results on the System.

8. Indemnification

Supplier shall indemnify Provider and hold Provider, its directors, officers, employees and agents harmless from and against any and all claims, demands, damages, liabilities, losses and expenses (including reasonable attorneys' fees), relating directly or indirectly to the Products and/or Results, provided however that Supplier shall not indemnify Provider against any claims, demands, damages, liabilities, losses or expenses arising from Provider's gross negligence or wilful misconduct. This indemnification shall survive the termination of this Agreement.

9. Notices

Except as otherwise specifically provided in this Agreement, any notices, requests or other communications from one party to the other shall be in writing and shall be given to such party at the address set forth in the preamble of this Agreement, or such other address as such party may from time to time specify, by hand delivery, courier service or facsimile transmission. Such notices will be effective on receipt by the other party.

10. Amendments and Waivers

Any provision of this Agreement may be amended or waived at any time if, and only if, such amendment or waiver is in writing and signed by the parties to this Agreement. No failure or delay by any party in exercising any right, power or privilege shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided shall be cumulative and exclusive of any rights or remedies provided by law or by any other Agreement between the parties.

11. Governing Law and Venue

This Agreement is to be governed by and construed in accordance with the laws of the Province of Ontario. Any legal proceedings to enforce this Agreement shall be brought before a court sitting in Ontario, the parties to this Agreement waiving any claim or defence that such forum is not convenient or proper. The provisions of this Agreement shall be binding on and enure to the benefit of the parties and their respective successors and assigns.

12. Assignment

Provider shall have the right at any time to assign and transfer this Agreement or its rights and obligations under it, and following such assignment and transfer, references to

Provider shall be deemed to be references to the assignee and/or transferee. Supplier reserves the right to terminate this Agreement for whatever reason if the Supplier chooses. Supplier may not assign its rights or obligations under this Agreement to any third party without the prior written consent of Provider, which consent may not be unreasonably withheld.

13. Confidentiality

The parties hereto acknowledge that the provisions of this Agreement are confidential as between the parties hereto and covenant to keep the provisions of this Agreement confidential throughout the term of this Agreement and for two years after expiry or termination thereof.

14. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this day of _____.

Matt Gowan, President
NDAssist Inc.

By:  _____

_____ (Supplier)

By: _____