

TRANSFER AGENT, REGISTRAR AND DIVIDEND DISBURSING AGENT AGREEMENT

THIS AGREEMENT made as of the 12th day of March, 2015 (the “**Effective Date**”)

BETWEEN:

NUTRITIONAL HIGH INTERNATIONAL INC., a company duly incorporated under the laws of Canada (the “**Client**”)

- and -

CST TRUST COMPANY, a company existing under the laws of Canada and having a registered office in the City of Toronto, Ontario (the “**Agent**”)

WHEREAS the Client wishes to appoint the Agent as the Client's transfer agent, registrar and dividend disbursing agent in respect of its [insert class or classes] (the “**Securities**”) and the Agent wishes to accept such appointment.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties each intending to be legally bound, agree as follows:

APPOINTMENT

- 1) The Client hereby appoints the Agent as of the Effective Date as:
 - a) transfer agent and registrar of the Securities, to keep the register(s) of holders of the Securities (“**Securityholders**”) and the register of transfers of the Securities (the “**Register**”) at its principal offices in **Toronto**; and
 - b) dividend disbursing agent to disburse all cash and stock dividends which may be declared from time to time on the Securities and Agent is hereby authorized and directed to pay such dividends as may be declared by the Client from time to time after receipt by Agent of a copy of the resolution declaring such dividends and funds in an amount sufficient for the payment of the declared dividends.

The Agent accepts such appointment upon the terms hereinafter set forth.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CLIENT

- 2) The Client hereby:
 - a) represents and warrants that if the Client's jurisdiction of incorporation or continuation is other than Canada or a province or territory thereof, either a co-

- transfer agent registered or qualified in such jurisdiction has been appointed to act in relation to the Securities or where no co-transfer agent has been appointed, no co-transfer agent registered or qualified in such jurisdiction is required to be appointed in the foreign jurisdiction;
- b) covenants to promptly notify the Agent if, due to the Client's actions or status, including without limitation its jurisdiction of incorporation or continuation, residency or the listing or trading of the Securities: (i) the Agent is required to be registered or qualified in a foreign jurisdiction in order to carry out any of its functions hereunder, or (ii) an additional co-transfer agent is required to be appointed or has been appointed to act in relation to the Securities;
 - c) covenants not appoint additional co-transfer agents unless it has obtained the consent of the Agent, such consent not to be unreasonably withheld; and
 - d) represents and warrants to the Agent that the Securities are not: (i) securities that are registered or are required to be registered under Section 12 of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or (ii) securities which are exempt from registration under Section 12 of the Exchange Act as a result of reliance on the exemption from registration provided by subsection 12(g)(2)(B) or 12(g)(2)(G) of the Exchange Act;
 - e) covenants to notify the Agent before the Securities become: (i) securities that are registered or are required to be registered under Section 12 of the Exchange Act or (ii) securities which are exempt from registration under Section 12 of the Exchange Act as a result of reliance on the exemption from registration provided by subsection 12(g)(2)(B) or 12(g)(2)(G) of the Exchange Act; and
 - f) represents and warrants that any inventory of certificates supplied or authorized by it in connection with Section 4 of this Agreement shall comply with any applicable federal and provincial Canadian laws and governmental regulations in force from time to time (collectively, "**Applicable Law**") and the requirements of any exchange on which the Client's Securities are listed.
- 3) The Client authorizes the use of generic certificates for the Securities; following the provision of all necessary text, signature files and marks the Agent will provide a specimen of the generic certificate to the Client to review and approve. The Client represents that: i) the content and use of the generic certificates is in compliance with the applicable federal or provincial companies act; and ii) the use of the generic certificates does not constitute a violation or breach of the Client's articles, by-laws, or other constating documents. In addition the Client agrees to advise the Agent immediately if the Client has any reason to change, delete or add any text, signature or mark on its previously approved form of generic certificate.

If the Client does not authorize the use of generic certificates, the Client shall, at its own expense, provide the Agent with an inventory of blank securities certificates in sufficient quantities for the Agent to perform its duties under this Agreement. The Client

acknowledges that its articles of incorporation, by-laws and governing legislation allow for the issuance of book-based or statement-based securities and, unless issuance of a securities certificate is specifically requested by the Client, the Securityholder or its representative in connection with transfers or new Securities issuances, the Agent is authorized to credit Securities in statement-based form, including the Direct Registration System (“**DRS**”) offered by the Depository Trust Company or the Canadian Depository for Securities Limited.

- 4) As soon as reasonably practicable after the allotment of Securities allotted on or after the Effective Date, the Client shall deliver to the Agent a certified copy of the resolution ordering such allotment. The Client shall also provide or cause to be provided any other required documentation necessary pursuant to any Applicable Law and any regulatory authority’s requirements applicable to the issuance of Securities.
- 5) The Client shall at all times during the term of this Agreement comply with all Applicable Law including without limitation all applicable privacy legislation and regulations. The Agent shall comply with all applicable Canadian privacy legislation and regulations. Without limiting the foregoing, the Client shall obtain from its Securityholders such consents relating to the collection, use and disclosure of Securityholder personal information, as may be required by law, if any, in order for the Agent to carry out its obligations under this Agreement.
- 6) The Agent shall be entitled to treat as valid any certificate or any DRS position for Securities purporting to have been issued by or on behalf of the Client prior to the Effective Date and the Client shall indemnify and save harmless the Agent, its officers, directors, employees, successors, assigns and agents from any liability or claims that may be made against them by reason of the Agent treating any such certificate as valid. The Agent is hereby expressly relieved from any duty or obligation to verify the signature or the authority to sign of the person or persons purporting to sign any such certificate on behalf of the Client or on behalf of any other institution that appointed the transfer agent and registrar of the Securities prior to the Effective Date.
- 7) In the event that the Agent discovers an over issuance or other out of balance position in respect of the Register (“**Out-of-Balance**”) which is not the result of the Agent’s error, and which neither the Client nor the Agent is able to reconcile with the Register, the Client will either: i) increase the number of its issued Securities; ii) at its own expense purchase Securities in the market; or iii) take any other steps necessary to resolve the Out-of-Balance within 60 days of the Agent reporting the Out-of-Balance to the Client.
- 8) The Agent agrees to provide services through the CST Website (the “Website”) as described more particularly therein and subject to the terms and conditions as described in the *CST Issuer Access Terms and Conditions* page on the Website.

DUTIES OF THE AGENT

- 9) The Agent will keep and maintain at its principal office:

- a) the register of transfers for the Securities wherein shall be recorded all transfers of Securities and the date and other particulars of each transfer; and
 - b) the register of registered Securityholders in which shall be recorded the names of all such persons and the addresses of such persons during such time as they are a holder of the Securities and the number of Securities held by each Securityholder, it being represented by the Client that all Securities heretofore allotted and issued are fully paid and non-assessable and that with respect to future allotments of Securities, unless the Client otherwise notifies the Agent, the Agent shall issue and regard such Securities as fully paid and non-assessable.
- 10) Subject to Applicable Law and to any general or particular instructions that the Client and its counsel may from time to time give to the Agent, the Agent shall permit transfers of Securities by Securityholders or their duly authorized attorneys and shall cancel certificates for Securities surrendered for the purpose of such transfer and, upon payment of any applicable transfer taxes, shall countersign and register and deliver to the Securityholders or their authorized attorneys certificates in respect of the Securities held by or transferred to them.
- 11) When a certificate is presented to the Agent for the purpose of transfer, transfer of any of the Securities in respect of which such certificate was issued may be refused by the Agent until the Agent is satisfied that such certificate is valid, that the endorsement thereon is genuine and that the transfer requested is legally authorized. The Agent shall not incur any liability for refusing in good faith to effect any transfer which, in its judgment, is improper or unauthorized, provided that in performing its duties and obligations pursuant to this Agreement it shall not be required at any time to act contrary to, in breach of or offend against any Applicable Law. For greater certainty, the transfer of any Securities represented by DRS positions shall be subject to the same transfer requirements as Securities represented by certificates.
- 12) The Client agrees that on and after the Effective Date and so long as this Agreement remains in force, no certificates for Securities will be issued or if issued will be valid unless and until countersigned by the Agent or a co-transfer agent appointed in accordance with Sections 2 of this Agreement.
- 13) Notwithstanding any other provisions of this Agreement, the Agent is expressly authorized by the Client to:
- a) issue and register new certificates for Securities under a master lost instrument bond between the Agent and a surety company or third party surety bond acceptable to the Agent, in replacement of certificates represented to have been lost, destroyed or stolen, upon receipt of an affidavit of loss and an indemnity agreement satisfactory to the Agent; and
 - b) register a transfer of Securities registered in the name of a decedent under a master lost instrument bond and/or waiver of probate bond between the Agent and a surety company or third party surety bond acceptable to the Agent, in the case of

transmission of Securities of a decedent where no administration is contemplated, upon receipt of an indemnity agreement satisfactory to the Agent.

- 14) Specimen signatures of the officers of the Client who are authorized in their respective capacities to sign treasury orders or certificates for Securities issued on or after the Effective Date shall be lodged by the Client with the Agent from time to time and as soon as reasonably practicable on request, for the purpose of comparison with signatures appearing on any such treasury order or certificate presented to the Agent. The Agent shall be protected and held harmless in acting upon any such signature believed by it in good faith to be genuine and, when any such officer ceases to be so authorized, written notice of such fact shall immediately be given by the Client to the Agent.
- 15) In its capacity as dividend disbursing agent for all cash dividends that may be declared by the Client, the Agent shall, in respect of each dividend:
 - a) calculate in Canadian or U.S. dollars, as directed by the Client, the amount of dividends to which each registered Securityholder is entitled, based on the number of Securities held by such Securityholder on the record date multiplied by the rate per Security, net of any applicable withholdings (subject to and in accordance with paragraph c below), and deliver a letter to the Client confirming the aggregate cash funding requirements and wire transfer instructions, such wire transfer(s) to be completed by the Client at least one business day before the payable date, unless the Agent and the Client mutually agree on alternative funding arrangements;
 - b) prepare cheques, drawn on one or more accounts maintained by and in the name of the Agent, in the name of each registered Securityholder for the net amount payable to each such Securityholder, to be mailed to each such Securityholder by first-class mail on a mutually agreed date, except that the Agent may perform electronic funds transfer ("EFT") to a registered Securityholder where appropriate EFT instructions are on file; and
 - c) remit and report all applicable Canada Revenue Agency ("CRA"), Revenue Quebec ("RQ") and Internal Revenue Service ("IRS") withholdings to CRA, RQ and/or IRS and prepare and mail, on an annual basis, applicable CRA, RQ and IRS tax slips to each registered Securityholder (collectively, the "Tax Obligations"), provided that the Client shall direct the Agent in writing with respect to the performance of such Tax Obligations and shall provide the Agent with all necessary funds and information required by the Agent to comply with such Tax Obligations.
- 16) The Agent may hold cash balances constituting part or all of the funds in an interest bearing account, and may, but need not, invest same in the deposit department of a Canadian chartered bank and their affiliates, but the Agent, its affiliates or a Canadian chartered bank and its affiliates shall not be liable to account for any profit to any parties to this Agreement or to any other person or entity other than at a rate, if any, established from time to time by the Agent, its affiliates or a Canadian chartered bank and its affiliates.

- 17) The Agent shall, from time to time, as required by the Client supply the Client with lists of Securityholders on the Register, including the name, registered address of and the number of Securities held by each such registered Securityholder, and shall likewise supply any other statements, lists, entries, information and material concerning transfers of Securities or any other matters undertaken by the Agent in its capacity as transfer agent and registrar of the Securities.
- 18) The Client shall appoint the Agent as its agent to tabulate proxies and votes and shall appoint employees of the Agent to act as scrutineers in connection with meetings of the Securityholders provided that the Agent and its employees may decline such appointment in their own reasonable discretion.
- 19) The Agent may provide further services to, or on behalf of, the Client as may be agreed upon between the Client and the Agent. Should the Agent so elect the Agent or one of its successors, assigns or affiliates shall be entitled to provide services to reunite Securityholders with their assets, provided that the Client incurs no additional charge for such services.
- 20) The Agent will, at the Client's expense, maintain any additional records it considers necessary or appropriate in connection with its appointment hereunder.
- 21) The Agent shall hold all securities certificates surrendered for cancellation for a period of six (6) years unless instructed by the Client to dispose of such certificates at an earlier date. After the expiry of the six (6) year period, the Agent may destroy such certificates without notice to the Client. The Client shall be responsible for any expenses incurred by the Agent in connection with the storage of the securities certificates and any related records.
- 22) The Client grants to the Agent a non-exclusive licence to use the Client's trademarks, trade names or service marks (collectively "**Trademarks**") for the purpose of: (i) identifying the Client as the Agent's client; and (ii) for the Agent's internal and external communications in relation to the Agent's provision of the services to the Client. The Agent will present the Client with an opportunity to approve of such use of Trademarks, in advance, in writing, which approval shall not be unreasonably withheld or delayed. The Agent acknowledges that the Client is the owner of all right, title and interest in and to all of the Trademarks and shall not take any action that is inconsistent with such ownership. Any use of Trademarks in conformity with this Section will be royalty-free.

LIMITATIONS ON RESPONSIBILITY

- 23) The Agent may use its own judgment in the performance of its duties hereunder but at any time it may in its discretion apply to the Client, to counsel for the Client or to the Client's non-Canadian counsel (such counsel to be approved by the Agent acting reasonably), at the expense of the Client, for instructions or advice to resolve any foreign law issues that may arise as a result of the Client or any other party being subject to the laws or regulations of any foreign jurisdiction.

- 24) The Client will fully indemnify and hold the Agent, its officers, directors, employees, agents, successors and assigns harmless from and against any and all actions and suits whether groundless or otherwise and from and against any and all losses, damages, costs, charges, counsel fees, payments, expenses and liabilities arising directly or indirectly out of its agency relationship to the Client, including without limitation as may arise out of a misrepresentation in or breach of Section 2 of this Agreement, except where same results from the gross negligence or intentional misconduct of the Agent. In the absence of gross negligence or intentional misconduct on its part, the Agent shall not be liable for any action taken, suffered, or omitted by it or for any error of judgement made by it in the performance of its duties under this Agreement. In no event will the Agent be liable for special, indirect, consequential or punitive loss or damages of any kind whatsoever (including but not limited to lost profits), even if the Agent has been advised of the possibility of such damages. Any liability of the Agent pursuant to its activities under this Agreement will be limited in the aggregate to an amount equal to twelve (12) times the monthly fee paid by the Client. The Agent shall be under no obligation to prosecute or defend any action or suit in respect of such agency which may cause it to incur expenses or liabilities, but will do so at the request of the Client and the Client shall on request furnish satisfactory funding and indemnity against such expenses or liabilities.
- 25) The Client agrees to indemnify the Agent in connection with the services rendered under this Agreement from and against any present or future taxes (except for taxes based upon the net income of the Agent), duties, assessments or other charges of whatsoever nature imposed or levied on behalf of the government of Canada or any province or political subdivision thereof or any authority or agency therein or thereof or any foreign authority having power to tax or sanction unless such taxes, sanctions, duties, assessments or charges are required to be deducted or withheld by law or by administration of such law by the Agent.
- 26) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to acts of God, terrorism, government restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

TERM AND SUCCESSION

- 27) The appointment of the Agent shall be for a one (1) year term (the “**Initial Term**”) and shall renew automatically for successive two (2) year terms (each such term, a “**Successive Term**”). The Client may terminate the appointment of the Agent by providing ninety (90) days’ written notice prior to the end of the Initial Term or a Successive Term.
- 28) Upon termination of its appointment the Client shall pay to the Agent:
- a) the fees and expenses payable to the Agent and outstanding on the date of termination;

- b) an amount of at least 15% of its last annual remuneration to provide for the delivery of a certified copy of each register maintained by it hereunder together with any other Securityholder information necessary to ensure continuity of service to the Client, or to a successor transfer agent appointed by the Client, and for the expenses of handling subsequent enquiries and correspondence that may continue to be received by the Agent, notwithstanding its termination; and
 - c) an amount sufficient to reimburse the Agent for ongoing and future storage fees for the storage of the Client's records which must be retained by the Agent, notwithstanding its termination.
- 29) Upon payment by the Client to the Agent of all monies owing to the Agent hereunder, the Agent shall deliver over to the Client, or to a successor transfer agent appointed by the Client, a certified copy of each register maintained by it hereunder together with any other Securityholder information necessary to ensure continuity of transfer agent service to the Client
- 30) The Agent may terminate this Agreement for any reason on ninety (90) days' written notice to the Client. If the Agreement is being terminated for non-payment of fees, the Agent may refuse to do any work for the Client during the ninety day period unless it has been paid in full all such amounts.
- 31) Any corporation or other entity:
- (1) resulting from any merger or consolidation to which the Agent may be a party;
 - (2) that purchases or succeeds in ownership to the majority or substantially all of the transfer agency business of the Agent;
 - (3) that is a controlled subsidiary or affiliate of the Agent; or
 - (4) to which a majority of the assets of the Agent used in connection with performing this Agreement are transferred while the Agent continues to act as transfer agent
- shall be the successor to the Agent hereunder without any further act or formality with like effect as if such successor agent had originally been named as the Agent herein.

FEES

- 32) The remuneration of the Agent for its services hereunder shall be such as may from time to time be agreed upon by the Client and the Agent. Notwithstanding such agreement, in the event that the scope of services to be provided by the Agent is increased substantially, the Client and the Agent shall negotiate in good faith to determine reasonable compensation for such additional services.

The Client agrees to keep confidential the details of any such fee schedule or remuneration proposals or agreement it receives from the Agent.

CONFIDENTIALITY

- 33) The Agent agrees to preserve the confidentiality of: (i) all material non-public information provided by the Client or its agents for the Agent's use in fulfilling its obligations hereunder subject to the following exceptions: (i) information that subsequently enters the public domain through no fault of the Agent; (ii) is already known to the Agent; or (iii) is required to be disclosed through enforceable process of law.

GENERAL

- 34) Unless otherwise provided for in this Agreement, all payments and notices to be made or given pursuant to this Agreement shall be made in writing and mailed by first class mail, delivered by hand or, in the case of a notice, delivered by facsimile. Any payment or notice so mailed shall be deemed to have been given and received by the addressee on the third business day next following the day on which such payment or notice is mailed; any payment or notice so delivered shall be deemed to have been given on the delivery date; and, in the case of a notice which is delivered by facsimile, such notice shall be deemed to have been given upon receipt by the sender of a confirmation of successful transmission, at the offices and to the parties at the address shown below. An original of such notice shall be mailed within 3 business days of the transmission of the notice by facsimile:

If mailed or delivered by hand to the Agent:

CST Trust Company
320 Bay Street, 3rd Floor
Toronto, Ontario
M5H 4A6

Attention: Relationship Manager

If delivered by facsimile to the Agent:

Facsimile No.: 1-877-715-0494
Attention: Relationship Manager

If to the Client:

Nutritional High International Inc.
77 King Street West, Suite 2905
Toronto, Ontario M5K 1H1

Attention: David Posner Chief Executive Officer

If delivered by facsimile to the Client:

Facsimile No.: 416 – 765-0029
Attention: Kookie Miller

- 35) The provisions of Sections 24, 25, 32 and 33 shall survive the termination of this Agreement.
- 36) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 37) Time shall be of the essence of this Agreement.
- 38) This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and any actions, proceedings or claims or disputes regarding it shall be commenced in the courts of the Province of Ontario.
- 39) This Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission or in PDF format delivered by e-mail. Each counterpart, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 40) No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the parties hereto. This Agreement and the schedules attached hereto represent the entire agreement between the parties with respect to the subject matter hereof.
- 41) The use of headings and division of sections and paragraphs is for convenience of reference only and does not affect the construction or interpretation of the agreement.

AS WITNESS the counter signatures of their respective officers duly authorized in that behalf.

NUTRITIONAL HIGH INTERNATIONAL INC.

Per: /s/ "David Posner"

Name: David Posner

Title: Chief Executive Officer

Per: /s/ "Adam Szweras"

Name: Adam Szweras

Title: Corporate Secretary

CST TRUST COMPANY

Per: /s/ "Radha Mulchan-Singh"

Name: Radha Mulchan-Singh

Title: Authorized Signatory

Per: /s/ "Anoosheh Farzanegan"

Name: Anoosheh Farzanegan

Title: Authorized Signatory