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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 13, 2015**

**ECOSCIENCES, INC.**

(Exact name of registrant as specified in its charter)

<b>Nevada</b> (State or other jurisdiction of incorporation)	<b>333-168413</b> (Commission File Number)	<b>27-2692640</b> (IRS Employer Identification No.)
<b>420 Jericho Turnpike, Suite 110 Jericho, NY</b> (Address of principal executive offices)		<b>11753</b> (Zip Code)

Registrant's telephone number, including area code: **(516) 465-3964**

N/A

(Former name or former address, if changed since last report)

With a copy to:  
Philip Magri, Esq.  
Magri Law, LLC  
2642 NE 9th Avenue  
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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On August 13, 2015, Ecosciences, Inc., a Nevada corporation (the “Company”), through its wholly-owned subsidiary Eco-Logical Concepts, Inc., a New York corporation, entered into an International Master Distributor Agreement (the “Distributor Agreement”) with Eco Logic Limited, a New Zealand corporation (“Eco Logic”). Pursuant to the Distributor Agreement, the Company appointed Eco Logic as the sole distributor of the Company’s range of products for use in the biological treatment of wastewater products in (i) all of the countries on the African continent and surrounding Indian Ocean Island; (ii) the countries of the Southwest Pacific (collectively referred to as Australasia); (iii) Germany and (iv) The Netherlands. The Company sells its bio-remediation products to distributors who then resell them to end user customers.

Under the Distributor Agreement, the Company shall invoice Eco Logic each time products are shipped. The term of the agreement is five years which shall be automatically renewed for successive five year terms if not otherwise terminated in accordance with the Agreement.

A copy of the Distributor Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

On August 25, 2015, the Company issued a press release announcing the execution of the International Master Distributor Agreement. A copy of the press release issued by the Company is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information contained in this Item 7.01 is being furnished, not filed, pursuant to Item 7.01. Accordingly, this information will not be incorporated by reference into any registration statement filed by the Company under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number:</b>	<b>Description:</b>
10.1	International Master Distributor Agreement, dated August 13, 2015, between Eco-Logical Concepts, Inc., a New York corporation and a wholly owned subsidiary of Ecosciences, Inc., and Eco Logic Limited, a New Zealand corporation.
99.1	Press Release, dated August 25, 2015.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ECOSCIENCES, INC.**

Dated: August 25, 2015

By: /s/ Joel Falitz

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Joel Falitz  
Chief Executive Officer, President, Secretary & Treasurer  
(Principal Executive Officer)  
(Principal Financial and Accounting Officer)

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# INTERNATIONAL MASTER DISTRIBUTOR AGREEMENT

International Master Distributor Agreement  
Entered into on the 13<sup>th</sup> day of August 2015

by and between

**ECO-LOGICAL CONCEPTS, Inc.** (herein called “**COMPANY**”)  
a US corporation having its principal place of business at  
420 JERICHO TURNPIKE, SUITE 110  
JERICHO NY 11753-1319

and

**ECO LOGIC LIMITED.** (hereinafter called “**Distributor**”)  
a New Zealand registered **company** having its principal place of business at  
2/33 NEWTON STREET, MT MAUNGANUI, TAURANGA, 3116  
NEW ZEALAND

**COMPANY** is engaged in the design, manufacture, distribution, sale and license of the Products and has the right to appoint a distributor thereof, and the **Distributor** desires to act as the sole distributor appointed by **COMPANY** in the Region. In consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## 1. Definitions

- a) “Region” refers to the territories for which **Distributor is hereby granted master distributor rights**, listed as follows:

All countries on the African continent and the surrounding Indian Ocean Islands;

the countries of the S/W Pacific which are referred to collectively as Australasia, including:

AUSTRALIA	TUVALU	SOLOMON ISLAND
FRENCH POLYNESIA	COCOS KEELING ISLAND	WALLIS FUTUNA
NIUE	NAURU	FIJI
TONGA	PITCAIRN ISLAND	NEW ZEALAND
CHRISTMAS ISLAND	VANUATU	TOKELAU
KIRIBATI	COOK ISLAND	WESTERN SAMOA
PAPUA NEW GUINEA	NEW CALEDONIA	

Germany and The Netherlands

- b) “Products” refers to a range of products for use in the biological treatment of wastewater, produced in tablet form and in granular form, currently sold under the following labels: Waste Eze; Trap Eze; Pond Eze; Sept Eze; Porta Eze; Shock Eze.
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## 2. Sole Distributor

a) **COMPANY** hereby appoints **Distributor**, and **Distributor** agrees to act, as the sole distributor for the Products in the Region during the term hereof.

b) **Distributor** shall have the right (i) to use the Products solely for demonstration purposes; (ii) to use the Trademarks solely in connection with its marketing and distribution of Products hereunder, in accordance with applicable law and **COMPANY**'s policies (to include a copy of Company's policies) regarding Trademark usage as established from time to time; and (iii) to distribute the Products and their documentation to Customers at prices and on terms determined by **Distributor**.

c) **Distributor** agrees to use its best efforts to promote vigorously the marketing and distribution of the Products within the Region.

d) **Distributor** has the right to assign sub-distributors within the Region.

e) **Distributor** reserves all rights to the NOVA TABS trademarks (names and logos) and will retain all such rights indefinitely.

f) **Company** shall label all product manufactured and/or ordered by or for **Distributor** with the **NOVA TABS** label and logo provided for **Company**'s use by **Distributor**. **Company** undertakes not to use, or to supply product using the Nova Tabs trademark label or name to any parties outside of this agreement. On termination of this agreement all rights to the use of the Nova Tabs name and logo shall remain with **Distributor** and **Company** shall cease to use same and will return or supply any labels or products bearing the Nova Tabs name or logo or destroy the same in a manner agreed by the parties.

g) **Distributor** shall at all times conduct its business according to the highest standards and in a manner calculated to protect and promote the reputation of the Products.

## 3. Order Procedure and Terms

### (a) Orders and Credit

Orders for Products will be placed by **Distributor** with **COMPANY** or **COMPANY**'s authorized source. **Distributor** will make payment, in U.S. dollars by wire transfer of immediately available funds to **COMPANY** or such bank account as **COMPANY** shall specify to **Distributor** in writing, within 7 days after the date of dispatch of the goods.

### (b) Shipments

All shipments of Products shall be F.O.B. **COMPANY**'s facility, currently located in Missouri, USA and shall be shipped to **Distributor**'s delivery address as specified by **Distributor** on individual purchase orders.

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Unless **Distributor**'s order specifies the name of a carrier, **COMPANY** will select the carrier. All arrangements for transportation and insurance at full value of Products shipped will be made by **COMPANY**.

**COMPANY** will use reasonable efforts to make deliveries promptly of order so accepted, but **COMPANY** will not be liable for any damages to **Distributor** or to any other person for any freight line delay.

(c) Controlling Terms

The terms and conditions of this Agreement and of the applicable **COMPANY** invoice or confirmation and Standard Terms and Conditions of Sale will apply to each order accepted or shipped by **COMPANY** hereunder.

The provisions of **Distributor**'s form of purchase order or other business forms, if any, will not apply to any order notwithstanding **COMPANY**'s acknowledgment or acceptance of such order.

(d) Cancellation

**COMPANY** reserves the right to cancel orders placed by **Distributor** if **Distributor** (i) fails to make any payment as provided in the Agreement or on the terms of payment set forth in any invoice, (ii) fails to meet reasonable credit or financial requirements established by **COMPANY**, including any limitations on allowable credit or (iii) otherwise fails to comply with the terms and conditions of this Agreement. No such cancellation, refusal or delay shall be deemed a termination (unless **COMPANY** so advises **Distributor**) or breach of this Agreement by **COMPANY**.

**4. Prices**

(a) Product Purchase

**COMPANY** shall invoice **Distributor** each time Products are shipped. All prices are F.O.B. **COMPANY**'s facility and include export packaging.

Prices are also sole of any sales, use, excise, value added, withholding or similar tax of any kind **Distributor** agrees to pay, and to indemnify and hold **COMPANY** harmless from any sales, use, excise, value added, withholding or similar tax levied outside of the United States on the Products.

(b) Price List: Pricing fixed for minimum 1 year starting Jan 1, 2015.

**5. Support**

**Distributor** shall provide in a timely fashion the same technical and sales support services to Customers as provided by **COMPANY** to **Distributor**. **COMPANY** will at its own expense, provide training to **distributor** and / or **distributors** sales team in order for **Distributor** to perform sales of Products effectively.

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**6. Literature, Sales Aids, Demonstration Equipment**

**COMPANY** will provide an Initial Marketing Package, with **Distributor**'s initial order. **COMPANY** also agrees to provide such price lists, photographs, video-tapes, pre-releases, demonstration scripts and bulletins prepared by **COMPANY** in the ordinary course of business useful to the **Distributor** in carrying out its responsibilities hereunder. **COMPANY** will provide customary support in the form of telephone/fax support, software and documentation updates for the demonstration sets.

**7. Compliance with Governmental Regulations**

The obligation of **COMPANY** to supply the products shall be, at all times, subject to any applicable U.S. export control laws and regulation and import control laws. **Distributor** will comply with such laws and regulations.

**Distributor** acknowledges that **COMPANY** is subject to regulation under laws of the United States, under which export or diversion of **COMPANY** Products to certain countries is prohibited.

**Distributor** agrees that it will not export or re-export outside the Region, directly or indirectly, any Products or technical data relating to Products without the prior written consent of **COMPANY** and complying with all applicable regulations.

**8. Relationship Between Parties**

**COMPANY** and **Distributor** are independent contractors and are not, and shall not represent themselves as, principal and agent or joint ventures. **Distributor** shall act as a principal on its own behalf and has no legal power or authority, express or implied, to act for or obligate **COMPANY** in any manner.

**9. Proprietary Rights**

The parties agree not to disclose to a third party any confidential technical information concerning the Products or any other information of a confidential nature about **COMPANY**. The Parties acknowledge that they each retain all copyrights and other proprietary rights to the Products and Trademarks, and specifically **Distributor** obtains only the rights to the Products specifically granted in Section 2 hereof.

**Distributor** shall include a copy of the MSDS sheet for each particular product delivery.

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**10. Assignability**

Neither this Agreement nor any of the rights granted under it shall be assignable by **Distributor** without the prior written consent of **COMPANY**.

**11. Duration**

This Agreement shall commence on the date first above written and shall remain in effect for five (5) years and shall be automatically renewed for successive five (5) year terms if, and continue in effect if, on each 5th anniversary of the date hereof, it has not been terminated by either party in accordance with any of the terms of this Agreement.

**12. Termination Upon Default**

This agreement may be terminated as follows:

a) by either party by written notice to the other party if (i) a receiver shall have been appointed over the whole or any substantial part of the assets of the other party, (ii) a petition or similar document is filed by the other party initiating any bankruptcy or reorganization proceeding (iii) such a petition is filed against the other party and such proceeding shall not have been dismissed or stayed within 60 days after such filing.

(b) Following the initial 6 months of this agreement, by either party upon written notice if the other party has breached the terms of this Agreement in any material respect and fails to cure such breach with 60 days after such other party's receipt of written notice of such default;

**13. Effect of Termination**

Upon termination of this Agreement:

(a) **COMPANY**, at its option, will repurchase any or all Products then in **Distributor's** possession at a price not greater than the price paid by **Distributor** for such Products. Upon receipt of any Products so repurchased from Distributor, **COMPANY** shall issue an appropriate credit to **Distributor's** account.

(b) Distributor's existing company name is Eco Logic Ltd.. Distributor has the right to retain this name.

(c) NEITHER **COMPANY** NOR **DISTRIBUTOR** SHALL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

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(d) Neither party will be entitled to any reimbursement in any amount for any training, market development, investments or other costs expended by either party before the termination of this Agreement.

#### **14. Limited Liability**

IN NO EVENT SHALL **COMPANY** BE LIABLE FOR INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE OF DATA OR OTHER COMMERCIAL LOSS WHETHER OR NOT **COMPANY** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), IN LAW OR EQUITY, STRICT PRODUCT LIABILITY OR OTHERWISE, OR UNDER ANY OTHER THEORY INCLUDING CLAIMS CONCERNING PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHTS INFRINGEMENT.

#### **15. Miscellaneous**

(a) Notices. All notices or reports permitted or required under this Agreement must be in writing and must be delivered by personal delivery, telegram, telex, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment or receipt of electronic transmission. Notices shall be sent to the address set forth on the signature page of this Agreement or such other address as either party may specify in writing. All other notices to **COMPANY** shall be sent to its Principals.

(b) Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other similar cause which is beyond the reasonable control of such party.

(c) Waiver. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(d) Severability. In the event that any provision of this Agreement is found to be unenforceable or invalid under any applicable law or is so held by a court of competent jurisdiction, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

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(e) Hiring of Personnel. Both parties agree that the hiring and training of personnel by each other to carry out duties pursuant with this contract represents significant investments. In recognition of this both parties agree:

(i) During the term of this agreement not to enter into any relationship of employment, consultancy or agency with any person who, at any time during the previous year to the relationship with **COMPANY** was an employee of the Distributor.

(ii) In the event of termination of this agreement by the **COMPANY** with the intent of appointing as distributor a selling organization in the territory then **COMPANY** agrees, for the duration of one year after expiration of this agreement, not to enter into any relationship of employment, consultancy or agency, with any person who, at anytime in the twelve months prior to the expiration date of the contract, was an employee or sub distributor of the Distributor.

(f) Governing Law. This Agreement will be governed in all respects by the laws of the State of New York, U.S.A.. **Distributor** hereby irrevocably consents to the personal jurisdiction of the courts of the State of New York, which courts shall have Sole jurisdiction over any claim or dispute arising hereunder, and to service of process within or without the said State by certified mail requiring a signed receipt. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods (1980) is specifically excluded from application to this Agreement.

(g) Headings. The section headings appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section and in no manner affect this Agreement.

(h) Arbitration. Any claim, dispute or controversy arising out of or in connection with or relating to this Agreement or the breach or alleged breach of this Agreement will be submitted by the parties to arbitration by the American Arbitration Association in the State of New York, U.S.A. under the commercial rules then in effect for that Association. All proceedings will be held and a transcribed record prepared in English. The parties will choose, by mutual agreement, one arbitrator with 30 days of receipt by a party of the other party's notice of its intent to arbitrate. If no arbitrator is appointed within the time in this Agreement provided or any extension of time which is mutually agreed upon, such Association will make such appointment within 30 days of such failure. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witness, and judgment on such award may be entered in any court having jurisdiction thereof.

(i) Amendments. The parties agree that this Agreement may be amended upon mutual agreement of **COMPANY** and Distributor. Each amendment to this agreement shall be signed by both parties to this Agreement.

(j) Counterparts. This Agreement may be signed in two counterparts each of which shall be deemed to be original, but which together will form a single agreement as if both parties had executed the same document.

(k) Authority. Each party warrants that (x) it has full power and authority to enter into and perform its obligations under this Agreement, (y) this Agreement has been duly authorized by and is binding and enforceable upon such party and (z) the person signing this Agreement on that party's behalf has been duly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

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(l) Approvals. In each case where approvals or consents of either party are required under this Agreement, such approvals or consents shall not be unreasonably withheld.

(m) Indemnity. Both **COMPANY** and the **Distributor** agree to indemnify each other and hold each other harmless from any losses, claims, or damages (including attorneys' fees) incurred as a result of any breach of this Agreement by themselves, or incurred as a result of any negligence, misrepresentation, error, or omission by either party or its agents or employees.

(n) Additional Products. This agreement shall apply to any new product introduced by **COMPANY into its product range**.

(o) Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties as to the matter covered hereby. This Agreement supersedes, any prior or collateral agreements with respect to the matters covered by this agreement.

EXECUTED by the parties:

**COMPANY**

**Distributor**

Signature: /s/ JOEL FALITZ  
(Duly Authorized)

Signature: /s/ BEN VAN DER WEIDE  
(Duly Authorized)

Name: JOEL FALITZ  
Title: PRESIDENT

Name: BEN VAN DER WEIDE  
Title: MANAGING DIRECTOR

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## **Ecosciences, Inc. Signs International Master Distributor Agreement with Its New Zealand and South African Distributor**

*Territory includes Africa and Australasia, Germany and The Netherlands*

JERICHO, NY—(Marketwired – August 25, 2015; 6:00 AM EST) - Ecosciences, Inc. (OTCQB: [ECEZ](#)) (“**Ecosciences**” or the “**Company**”) is pleased to announce the signing of an exclusive International Master Distributor Agreement with Eco Logic Limited (“**Eco Logic**”), its current New Zealand and South African distributor of the Company’s range of products for use in the biological treatment of wastewater.

The Company sells its bio-remediation products to distributors who then resell them to end user customers. In the New Zealand market, Eco Logic Limited resells the Company’s products under the Nova Tabs ([www.novatabs.com](http://www.novatabs.com)) brand name. Past purchasers of the Nova Tabs in New Zealand have included McDonalds franchises as well as governmental body, the Tauranga City Council ([www.tauranga.govt.nz](http://www.tauranga.govt.nz)).

The International Master Distributor Agreement contractually formalizes the Company and Eco Logic’s business relationship and is intended to increase product distribution and sales in New Zealand and other territories where Eco Logic has or is seeking customers. The term of the Agreement is for five years with successive five year terms if not otherwise terminated and the territory includes Africa, Australasia, Germany and the Netherlands. The Company recently shipped to Eco Logic a large order consisting of approximately 4,000 of the Company’s TRAP-EZE tablets and 400 lbs. of the TRAP-EZE product in a powdered blend form marketed under the Nova Tabs brand for the South African market.

The Company’s management commented, “Eco Logic has been a long time customer of ours and has recently begun placing larger orders with us. They have the right mix of ambition and execution which gives us confidence that this arrangement will add to our Company’s long term growth.”

### **About Ecosciences, Inc.**

Ecosciences, Inc. focuses on building, acquiring and investing in businesses around ecological and life sciences. From waste water remediation to healthcare and more, Ecosciences, Inc. is committed to building a better living environment for all people. The Company currently has one wholly-owned subsidiary, Eco-logical Concepts, Inc., which operates the Company’s core business of producing and selling bio-remediation products under the brands TRAP-EZE, SEPT-EZE, TANK-EZE and WASH-EZE.

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Homeowners, keep your Septic System safe, Buy SEPT-EZE today, [www.SEPTEZE123.com](http://www.SEPTEZE123.com).

Boat and RV owners clean and maintain your holding tanks, Buy TANK-EZE today, [www.TANKEZE.com](http://www.TANKEZE.com).

For additional information, please visit the Company's website at [www.ecosciences.com](http://www.ecosciences.com), the contents of which are not incorporated into this press release.

#### **CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

The foregoing contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. We intend for these forward-looking statements to be covered by the safe harbor provisions of the federal securities laws relating to forward-looking statements. These forward-looking statements include statements relating to, or representing management's beliefs about, our future transactions, strategies, operations, events and financial results. Such forward-looking statements often contain words such as "will," "anticipate," "believe," "plan," "estimate," "expect," "intend," "is targeting," "may," "should" and other similar words or expressions. Forward-looking statements are made based upon management's current expectations and beliefs and are not guarantees of future performance. Our actual business, financial condition or results of operations may differ materially from those suggested by forward-looking statements as a result of risks and uncertainties which include, among others, those risks and uncertainties described in any of our other filings with the SEC. Certain other factors which may impact our business, financial condition or results of operations or which may cause actual results to differ from such forward-looking statements are discussed or included in our periodic reports filed with the SEC and are available on our website at [www.ecosciences.com](http://www.ecosciences.com) under "Investor Info." You are urged to carefully consider all such factors. We do not undertake or plan to update or revise forward-looking statements to reflect actual results, changes in plans, assumptions, estimates or projections, or other circumstances occurring after the date of this news release, even if such results, changes or circumstances make it clear that any forward-looking information will not be realized. If we make any future public statements or disclosures which modify or impact any of the forward-looking statements contained in or accompanying this news release, such statements or disclosures will be deemed to modify or supersede such statements in this news release.

**Disclaimer:** This press release shall not constitute an offer to sell or the solicitation of an offer to buy any securities, and shall not constitute an offer, solicitation or sale in any state or jurisdiction in which such offer, solicitation or sale would be unlawful.

#### **Contact Information:**

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