

Application

Customer Protection Agreement

PureVita MD™ CUSTOMER PROTECTION AGREEMENT

This Agreement is between the signed health care professional (“CUSTOMER”) and PureVita MD™. CUSTOMER shall not disclose PureVita MD™ pricing on the Internet or supply PureVita MD™ products to any re-sellers or retailers.

THIS PureVita MD™ CUSTOMER PROTECTION AGREEMENT (“Agreement”) is made as of the “Effective Date”) below, by and between PureVita MD™, Inc. (“PureVita MD™”), an California Corporation, with its principal place of business located at 324 S Beverly Drive, Suite 126, Beverly Hills, CA 90212; and the health care professional, (“CUSTOMER”), with its principal place of business (“LOCATION”)

In consideration of the mutual promises and covenants herein, PureVita MD™ and CUSTOMER (“Parties”) do hereby agree as follows:

- PureVita MD™ is a producer and wholesale supplier of nutraceutical and natural health products, which are marketed worldwide under the PureVita MD™ product line and brand name (“Products”), and the Products require exclusive distribution through a licensed health care professional.
- CUSTOMER wishes to purchase from PureVita MD™ and PureVita MD™ wishes to supply to CUSTOMER, the Products for the benefit of CUSTOMER’s health care practice, patients or clients.
- It is in the mutual interests of PureVita MD™ and CUSTOMER to restrict Internet sales of PureVita MD™ Products, and CUSTOMER acknowledges, understands, agrees to PureVita MD™’s ‘No Internet Sales Policy’ and has also informed all staff members and purchasers of this policy.
- With regard to Private Label products, it is in the mutual interests of PureVita MD™ and CUSTOMER have complete disassociation between the Private Label Products and PureVita MD™ Products, and CUSTOMER acknowledges, understands, agrees to PureVita MD™’s ‘Private Label Sales Policy’ and has also informed all staff members and purchasers of this policy.

PureVita MD™ and CUSTOMER (“Parties”) agree as follows:

1 PURCHASE AND SUPPLY

2PureVita MD™ will sell to CUSTOMER, and CUSTOMER shall, from time to time, purchase the Products from PureVita MD™. CUSTOMER will only sell or provide PureVita MD™

products to end users, and CUSTOMER will not supply PureVita MD™ products to any resellers or retailers, including but not limited to, amazon.com and ebay.com.

3 CUSTOMER'S QUALIFICATIONS

4At all times, CUSTOMER shall be qualified and licensed as a health care professional in the state(s) in which he/she practices and be certified or eligible in his/her specialty and subspecialty. As a health care professional, CUSTOMER agrees to administer service, care and the Products strictly in accordance with PureVita MD™'s directions and requirements and with all applicable laws and regulatory agency requirements.

5 NO INTERNET SALES

6As a material condition precedent to this Agreement, Customer must execute and return PureVita MD™'s 'No Internet Sales Policy,' a copy of which is attached hereto as Exhibit "A". The terms and conditions of PureVita MD™'s No Internet Sales Policy are hereby adopted as if restated in their entirety herein. Without limiting, amending or modifying PureVita MD™'s No Internet Sales Policy in any regard, CUSTOMER AGREES THAT IT WILL NOT RESELL, SELL, MAKE ANY REFERENCE TO PRICES/PRICING, DISPLAY PureVita MD™ IMAGES, TRADEMARKS, REFERRAL CODES OR DISTRIBUTE ANY OF THE PRODUCTS USING THE INTERNET, ANY INTERNET SITE OR ANY OTHER ELECTRONIC MEDIUM OR DEVICE. CUSTOMER may, however, refer to PureVita MD™ and the Products on its Internet Site and may include a link to PureVita MD™'s website as set forth in PureVita MD™'s No Internet Sales Policy. CUSTOMER shall abide by this Policy and any modifications which may, from time to time, be implemented by PureVita MD™.

7 PRIVATE LABEL SALES AND INTERNET SALES

8As a material condition precedent to this Agreement, Customer must execute and return PureVita MD™'s 'Private Label Sales Policy,' a copy of which is attached hereto as Exhibit "B". The terms and conditions of PureVita MD™'s Private Label Internet Sales Policy are hereby adopted as if restated in their entirety herein. Without limiting, amending or modifying PureVita MD™'s Private Label Sales Policy in any regard, CUSTOMER AGREES THAT IT WILL NOT MAKE ANY REFERENCE OR ASSOCIATION TO PureVita MD™, INCLUDING BUT NOT LIMITED TO PureVita MD™'S NAME, IMAGES, TRADEMARKS, PRODUCT NAMES OR UPC'S.

9 PHARMACY SALES

10Licensed pharmacists may be eligible to purchase PureVita MD™ formulas so long as formulas are not sold on the Internet nor is there any reference to prices/pricing on the Internet. PureVita MD™ FORMULAS IN PHARMACIES MUST BE PLACED BEHIND THE COUNTER AND OUT OF SIGHT OF ITS CUSTOMERS.

11 TERMINATION AND LIQUIDATED DAMAGES

12This Agreement may be terminated by either party at any time, with or without cause. CUSTOMER's failure to comply with the terms of this Agreement and/or PureVita MD™'s No Internet Sales Policy and/or PureVita MD™'s Private Label Sales Policy is a breach of contract, resulting in immediate termination of CUSTOMER's right to purchase any Products. It is stipulated that upon any breach of this Agreement by Customer, the amount of ONE HUNDRED AND 00/100 (\$100.00) DOLLARS per day shall serve as liquidated damages for each breach. Because the Parties agree and recognize that the actual amount of damages resulting from Customer's breach is difficult or impossible to determine, it is also agreed that this liquidated damages provision shall be cumulative and therefore supplementary to any other remedy existing by law, equity or statute. PureVita MD™ reserves the right to enforce its statutory rights to recover damages against Customer for trademark infringement and the like.

13 ENFORCEABILITY, CHOICE OF LAW, VENUE, AND JURISDICTION

14Failure to enforce any of the terms and conditions of this Agreement shall not be deemed a waiver of such terms or conditions, or of future rights to enforce all terms and conditions. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of California. Jurisdiction and venue shall rest exclusively in Beverly Hills, CA. Each party waives any and all rights to object to jurisdiction and venue in Beverly Hills, CA. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other legal or equitable relief to which such party may be entitled.