

XYMOGEN CUSTOMER PROTECTION AGREEMENT

THIS XYMOGEN CUSTOMER PROTECTION AGREEMENT (the "Agreement") is made as of this _____ day of _____, 20____ (the "Effective Date"), by and between **AtlanticPro Nutrients d/b/a XYMOGEN** ("XYMOGEN"), an Illinois corporation, with its principal place of business located at 725 S. Kirkman Road, Orlando, FL 32811; and the health care professional, _____ ("CUSTOMER"), with its principal place of business located at _____.

In consideration of the mutual promises and covenants herein, XYMOGEN and CUSTOMER (the "parties") do hereby agree as follows:

WHEREAS, XYMOGEN is a producer and wholesale purchaser of nutraceutical and natural health products, which are marketed worldwide under the XYMOGEN product line and brand name (the "Products"), and the Products do or may require special distribution services through a licensed health care professional; and

WHEREAS, CUSTOMER wishes to purchase from XYMOGEN, and XYMOGEN wishes to supply to CUSTOMER, the Products for the benefit of CUSTOMER's health care practice, patients, or clients; and

WHEREAS, it is in mutual interests of XYMOGEN and CUSTOMER to restrict internet sales of XYMOGEN Products.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. PURCHASE AND SUPPLY. This Agreement shall serve as the master contract governing the purchase and sale of Products. Subject to the terms and conditions of this Agreement, XYMOGEN will sell to CUSTOMER, and CUSTOMER shall purchase from XYMOGEN, the Products in such quantities and at such times as are specified in the "Purchase Orders" submitted by CUSTOMER pursuant to this Agreement. CUSTOMER certifies that CUSTOMER will only sell or provide XYMOGEN products to end users, and will not supply XYMOGEN products to distributors or re-sellers.

A. CUSTOMER'S QUALIFICATIONS. At all times during this Agreement, CUSTOMER shall be qualified and licensed as a health care professional in the state(s) in which they practice and be certified or eligible in his specialty and subspecialty. As a health care professional, CUSTOMER agrees to administer service, care, and the Products strictly in accordance with all applicable laws and regulatory agency requirements.

B. NO INTERNET SALES. As valuable consideration for XYMOGEN's agreement to supply the Products, **CUSTOMER ACKNOWLEDGES AND UNEQUIVOCALLY AGREES THAT IT SHALL NOT RESELL, SELL, MAKE ANY REFERENCE TO PRICES/PRICING, OR DISTRIBUTE ANY OF THE PRODUCTS USING THE INTERNET, ANY INTERNET SITE, OR ANY OTHER ELECTRONIC MEDIUM OR DEVICE, NOT SPECIFICALLY APPROVED BY XYMOGEN IN A SEPARATE WRITING.** For purposes of this Agreement, the term "Internet Site" shall include, but is not limited to, any World Wide Web site, USENET, newsgroup, bulletin board, server, or other online service at any electronic domain name, address, or location, or any other form of online service, electronic domain name, or other form of electronic commerce whatsoever. CUSTOMER may refer to XYMOGEN and the Products on its Internet Site and may include a link to XYMOGEN's website. Such reference and links shall be subject to XYMOGEN's prior written approval.

CUSTOMER SHALL NOT LIST OR POST ANY PRODUCT PRICES ON THE INTERNET. Absent XYMOGEN's prior written express consent, CUSTOMER also agrees that it shall not publicly advertise the Products using the Internet (i.e. banner or other advertisements), any other electronic medium, or any print medium. Any failure to comply with the aforementioned items regarding this Policy is a material breach of contract, resulting in immediate termination of CUSTOMER's right to purchase any Products.

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

Failure by either party to enforce any of the terms and conditions of this Agreement shall not constitute or be deemed to be a waiver of such terms or conditions, or of the right thereafter to enforce all terms and conditions of this Agreement.

2. MISCELLANEOUS PROVISIONS. This Agreement shall be governed in all respects by the laws of the State of Florida without regard to conflict of laws provisions. XYMOGEN and CUSTOMER agree that the sole and exclusive venue and jurisdiction for disputes arising from this Agreement shall be the appropriate state or federal court located in Orange County, Florida, and XYMOGEN and CUSTOMER hereby submit to the jurisdiction of such courts.

IN WITNESS WHEREOF, the Parties have caused this Purchase and Supply Agreement to be executed by their duly authorized representative as of the Effective Date.

XYMOGEN, INC.
Signature: _____
Print Name: _____

CUSTOMER: (Print Name) _____
Signature: _____
Phone: _____ Fax: _____
Email: _____