



This Agreement is between the signing health care professional (“CUSTOMER”) and XYMOGEN. CUSTOMER shall not disclose XYMOGEN pricing on the Internet or supply XYMOGEN products to unauthorized re-sellers or retailers.

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:

- XYMOGEN is a producer and wholesale supplier of nutraceutical and natural health products, which are marketed worldwide under the XYMOGEN product line and brand name (“Products”), and the Products require exclusive distribution through a licensed health care professional;
- 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
- It is in the mutual interests of XYMOGEN and CUSTOMER to restrict Internet sales of XYMOGEN Products, and CUSTOMER acknowledges, understands, agrees to XYMOGEN’s ‘No Internet Sales Policy’ and has also informed all staff members and purchasers of this policy.

XYMOGEN and CUSTOMER (“Parties”) agree as follows:

1. PURCHASE AND SUPPLY.

XYMOGEN will sell to CUSTOMER, and CUSTOMER shall, from time to time, purchase the Products from XYMOGEN. CUSTOMER will only sell or provide XYMOGEN products to end users, and CUSTOMER will not supply XYMOGEN products to unauthorized re-sellers or retailers, including but not limited to, pureformulas.com, amazon.com and totaldiscountvitamins.com.

2. CUSTOMER’S QUALIFICATIONS.

At all times, CUSTOMER shall be qualified and licensed as a health care professional in the state(s) in which he/she practice 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 all applicable laws and regulatory agency requirements.

3. NO INTERNET SALES.

In accordance with XYMOGEN’s ‘No Internet Sales Policy’, CUSTOMER AGREES THAT IT WILL NOT RESELL, SELL, MAKE ANY REFERENCE TO PRICES/PRICING, DISPLAY REFERRAL CODES OR DISTRIBUTE ANY OF THE PRODUCTS USING THE INTERNET, ANY INTERNET SITE OR ANY OTHER ELECTRONIC MEDIUM OR DEVICE. CUSTOMER may refer to XYMOGEN and the Products on its Internet Site and may include a link to XYMOGEN’s website.

4. 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.

5. TERMINATION.

Failure to comply with the terms of this Agreement and/or XYMOGEN’s No Internet Sales Policy is a breach of contract, resulting in immediate termination of CUSTOMER’s right to purchase any Products.

6. ENFORCEABILITY AND CHOICE OF LAW.

Failure 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 Florida. Jurisdiction shall vest in Orange County, Florida.

XYMOGEN
Signature: _____
Print Name: _____

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

Fax completed form to 407-445-0204. For questions, please call New Accounts Department at 800-647-6100.