



Independent Distributors Agreement

Drucker Labs' **Independent Distributor's Agreement** **Rev. 7/29/2009**

Purpose: The purpose of this Independent Distributor's Agreement is to ensure patients receive consistent quality service and assure the integrity of Drucker Labs' sales channel. By registering with Drucker Labs as an authorized Health-Care Professional (HCP), you have agreed to the terms set forth in this agreement.

Parties: The parties to this agreement include Drucker Labs ("DL") and the Independent Distributor, a qualified Health-Care Professional ("HCP").

HCP Definition: A qualified HCP must be registered with appropriate government agencies, and all licenses must be current and in good stead. HCP agrees that s/he is licensed by their state of residence and practice for one of the following professions: Doctor of Chiropractic (DC), Naturopathic Doctor (ND), Naturopathic Medical Doctor (NMD), Medical doctor (MD), Doctor of Osteopathic Medicine (DO), PhD in related discipline, Registered Nurse (RN), Licensed Practical Nurse (LPN), Registered Dietitian (RD), or Veterinary Doctor (DVM). Other certifications may be acceptable upon DL discretion and approval. A DL-qualified HCP resells DL products to their practice patients as an independent distributor.

HCP: HCP agrees that their sole purpose for engaging in activity with DL is to provide health and nutrition products to their patients.

Sales Channels: HCP is not permitted to resell DL products to or through retail or internet distribution channels, unless pre-approved by DL.

No relationship: HCP agrees that s/he is neither associated with nor employed by DL and this agreement implies no relationship other than that of independent distributor of DL's products.

Taxes and obligations: HCP agrees that as an independent distributor, they are solely responsible for payment of all local, state, provincial, and federal taxes, and/ or licenses required for their local situation.

Pricing: HCP agrees that this product is purchased at wholesale prices from DL and is both priced and sold for direct sale to the patients of their respective practice only. Any other use or promotion of DL products is expressly prohibited. DL reserves the right to change product pricing and availability at any time and without prior notice.

Discounts: HCP agrees not to discount product more than 15% from MSRP (Manufacturer Suggested Retail Price). DL will provide MSRP to HCP. DL reserves the right to terminate this agreement if pricing is not consistent with DL's marketing objectives.

Advertising and Marketing:

1. HCP agrees to use only DL approved marketing materials in promoting DL products. Independent Distributor may not use DL's name, logo, or trademarks on the Internet or in any other advertising medium without prior written authorization and permission of DL and Dr. Richard Drucker.
2. All Drucker Labs' materials, whether printed, electronic, on film, or produced by sound recording, are copyrighted to Drucker Labs and Dr. Richard Drucker and may not be reproduced except as authorized by Drucker Labs and Dr. Richard Drucker.
3. The HCP will make no claims, written or verbal, of any of DL product benefits, including but not limited to, those personally-experienced, those listed on product labels, or those in DL's literature. HCP may not make claims that DL products are useful in the treatment, cure and/or prevention of any disease or illness, as this may violate U.S. FDA regulations.
4. HCP may not be listed in any directory (printed, Internet or the like) under any of the names, trademarks (registered or not), copyrights (registered or not), patents and/or patents pending of Drucker Labs and Dr. Richard Drucker.

Non-exclusive: This agreement provides a non-exclusive right for HCP to resell DL products. No other rights or obligations are transferred by this agreement.

Hold Harmless: HCP agrees that as an Independent Distributor, s/he shall hold harmless Drucker Labs and Dr. Richard Drucker from any claims, damages, or liabilities arising out of the Independent Distributor's business practices. An Independent Distributor has no authority to bind Drucker Labs and Dr. Richard Drucker to any obligation.

Dispute Resolution: All State of Texas laws and regulations apply; any legal action must be in the appropriate State of Texas venue of DL's corporate headquarters: 1600 Capital Avenue, Suite 100, Plano, Texas 75074. DL also reserves the right to apply binding arbitration through a local approved arbitration channel.

Right to terminate: DL reserves the right to terminate the relationship with HCP at any time when it is determined that HCP has violated this agreement. HCP immediately will cease representing themselves as DL's Independent Distributor.

Force and effect: Should a court determine one or more of these terms invalid, all other terms remain in full force and effect.

I accept the terms and conditions contained in this document:

Signature

Date