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DISTRIBUTOR AGREEMENT

This Distributor Agreement (“Agreement”) is made between _____ (“you”) and Wisdom Proteins, Inc. (“WP”) as of the date set forth below. By purchasing products from WP, you expressly agree to the terms and conditions set forth herein.

RETAILER ACKNOWLEDGEMENT

By executing this Agreement, you warrant that you are a distributor that will not sell the products referenced hereunder directly to consumers or the retail public, and that you will submit to WP a copy of your resale exemption certificate upon request by WP. The terms of this Agreement will apply to all current and future orders unless otherwise agreed to in writing. By placing an order with WP or executing this agreement, you are representing that you are the owner, agent or authorized representative of the business and that you will abide by the terms of this Agreement.

MINIMUM ADVERTISED PRICE – 12% LESS THAN MSRP

You acknowledge and agree to abide by WP’s Minimum Advertised Price (“MAP”) policy, as follows: Each product bears a Manufacturer’s Suggested Retail Price (“MSRP”). You acknowledge it is your responsibility to be aware of the MAP for any purchased product. You acknowledge and agree that you will not advertise the price of a product at a price less than **a twelve percent (12%) discount off of MSRP**. You acknowledge and agree that the MAP for a product may be adjusted by WP at any time in its sole discretion. The MAP applies to all advertisements in any and all media, including, but not limited to: online auction listings, other web-based sales platforms, paid search ads, shopping comparison ads, and internet landing pages, internet or other electronic media flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, television, radio and other public displays. The MAP applies only to advertised prices and does not apply to the price at which products are actually sold to a buyer. You acknowledge that you shall make any companies or individuals who purchase WP products from you aware of the products’ MSRP and this MAP policy. You further agree (1) to ensure that any companies or individuals who purchase WP products from you abide by the terms of WP’s MAP policy, and (2) to be responsible for any violations of this MAP policy by any companies or individuals who have purchased WP products from you. Failure to abide by this MAP agreement may result in termination of this Agreement as well as any other remedies at law or equity that Wisdom Proteins may seek.

INTELLECTUAL PROPERTY - PROSERUM®, VITAL WHEY®, BIOACTIVE COLOSTRUM™, GLUT IMMUNE™ AND IMMUNOPRO®

You acknowledge that the Proserum®, Vital Whey®, Bioactive Colostrum™, Glut Immune™ and ImmunoPro® brands are each the valuable property of WP and that you will not use the Proserum®, Vital Whey®, Bioactive Colostrum™, Glut Immune™ and ImmunoPro® brand names, trademarks, and other Intellectual Property (as defined below) in any way other than the promotion, advertising, and sales of Proserum®, Vital Whey®, Bioactive Colostrum™, Glut Immune™ or ImmunoPro® products. You acknowledge that you will not misrepresent, misuse, disparage, or otherwise cause harm to the Proserum®, Vital Whey®, Bioactive Colostrum™, Glut Immune™ and ImmunoPro® brands. You agree that WP has the right to be request information regarding retailers (e.g. stores, websites, third-party retailers, etc.) where Proserum®, Vital Whey®, Bioactive Colostrum™, Glut Immune™ and ImmunoPro® products are resold. Any and all intellectual property rights associated

in anyway with either WP or the products sold to you under this agreement, including but not limited to the designs, products, images, trademarks, copyrights and content related to the Proserum®, Vital Whey®, Bioactive Colostrum™, Glut Immune™ and ImmunoPro® brands, and any inventive concepts, know-how, publicity rights, trademarks, trade-dress, Trade Secrets, copyrights and patents (including any patent-pending items) (collectively “Intellectual Property”) are the sole property of WP. Except as otherwise expressly authorized by WP in writing, you may not copy, reproduce, modify, lease, loan, sell, or distribute the Intellectual Property. You acknowledge that money damages alone may be insufficient to protect WP’s interests in its brand names and intellectual property, and that injunctive relief is available to WP.

PRODUCT INSPECTION

Proper inspection of all items upon receipt is the sole responsibility of the customer or anyone acting as his agent, employee, or any other person receiving the shipment on the customer’s behalf. If your shipment is damaged in transit you agree to contact the WP and the shipping company within forty-eight (48) hours of delivery. You also agree to save all packaging materials and product for an investigation. You further agree not to cancel or contest payment or deduct from any invoice any amount due to WP as a result of a damage claim. The carrier will conduct an investigation for the damage claim and it and/or WP will contact you once the investigation is concluded to resolve the issue.

CANCELLATION OF AGREEMENT

WP reserves the right to cancel this Agreement at any time, for any reason.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless, WP, its directors, officers, employees, assignees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys’ fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of your agreements or warranties hereunder; and/or (ii) arises out of your negligence, willful misconduct, or other breach of this Agreement.

ARBITRATION OF DISPUTES

In the event that any dispute or claim arises between us, the parties will try to resolve it promptly through negotiation. If the matter is not resolved promptly through discussion and negotiation, the parties will submit the matter to a mutually-agreeable mediator. If no mediator is agreed upon, one will be appointed by ADR Services in San Diego, California. Any dispute or claim remaining unresolved after mediation shall be settled by arbitration by a mutually agreeable arbitrator. If no arbitrator is agreed upon, one will be appointed by ADR Services in San Diego, California. There will be one arbitrator. The place of arbitration shall be San Diego, California. The expenses charged by the mediator and arbitrator shall be shared equally by the parties, but the arbitrator has the discretion to award reimbursement of arbitrator fees and attorney’s fees to the prevailing party. Judgment on the award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may seek immediate injunctive relief from a court of applicable jurisdiction in the event that irreparable injury is threatened or would arise to that party’s interests, pending the outcome of the arbitration procedure.

SEVERABILITY

Each section of this Agreement shall be deemed and construed as a separate and independent section, term or condition and should any part or provision of this Agreement be declared invalid by an arbitrator or other court of competent jurisdiction, such invalidity shall in no way render invalid or unenforceable any other section, term or condition herein.

MODIFICATION

WP reserves the right to modify the terms and conditions contained herein. No action, omission or course of conduct shall constitute a waiver of any of the terms and conditions hereof, unless such waiver is specified in writing by WP and then, only to the extent so specified.

HEADINGS

The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

INDEPENDENT REVIEW

You acknowledge that you have had the opportunity to review this Agreement with legal counsel of your choice prior to signing below.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN.

Signature:

Date:

Printed Name:

Company:

Title:
