

“APPROVED SELLER” PRICING AGREEMENT PROFESSIONAL BOTANICALS INC

This agreement is designed to protect Professional Botanicals and all distributors and approved sellers of Professional Botanicals health supplements primarily from the adverse effects of abusive pricing schemes and is intended to maintain Professional Botanicals’ product integrity in the marketplace.

This Agreement is made this _____ day of _____, 20____ by and between _____ (“Approved Seller”) located at _____, and Professional Botanicals Inc., (“PBI”) located at 1069 S Stewart Drive, Ogden, UT 84404.

1. Professional Botanicals hereby grants Approved Seller, for the terms stated herein, the right to sell all natural health supplements prepared by Professional Botanicals hereafter referred to as “PBI.” PBI retains the right to make changes to its current Health Supplements, its pricing, packaging and/or labeling. PBI further retains the right to add or remove health supplements to/from its current line. PBI agrees to sell Health Supplements through Approved Seller subject to the terms and conditions stated herein.
2. Approved seller agrees to sell Health Supplements as a healthcare provider at _____, and specifically practicing as a _____, in the state of _____. If approved Seller is selling via the internet, approved seller agrees to sell health supplements using the website, www._____. Approved seller agrees not to use any other location, business or website to sell health supplements unless approved in writing by PBI.
3. Approved Seller agrees to support the retail pricing approved by PBI and only sell health supplements at PBI’s approved retail price. I understand that failure to sell health supplements at PBI’s approved retail price is a direct breach of the agreement. See attached approved pricing sheet.
4. Notification of breach will be delivered to Approved Seller in writing using the US Postal Service registered mail. If Approved Seller chooses to continue as an approved seller than Approved Seller will show proof of remedy of the breach and deliver payment of amount of \$1,000 of minimal damages to PBI within 5 business days from the date of receipt of notification of breach. If Approved Seller has received notice of breach and chooses to cease their status of Approved Seller and to cancel this agreement, then Approved Seller agrees to surrender and return all unsold health supplements to PBI within 5 business days of receiving notice of breach. No refund will be given. If Approved Seller is maintaining a website referencing health supplements and/or PBI, then Approved Seller further agrees to remove all references to PBI within 5 business days of receiving notice of breach. Approved Seller agrees to pay an amount of \$500 for each calendar day beyond the 5 business day period that references to health supplements and/or PBI remain on Approved Seller’s website. If Approved Seller chooses to cease their status of Approved Seller and has not surrendered all unsold health supplements within 5 business days of receiving notice of breach then Approved Seller agrees to deliver payment of an amount of \$5,000 of minimal damages to PBI within 10 business days of receiving notice of breach.
5. PBI retains its right to pursue additional damages should they be determined to be greater than the minimal damage amounts referred to above.
6. The parties agree that the terms of this contract are confidential and not to be disclosed to any third party.
7. The parties agree that should either party have grievances related to the terms of this contract be construed according to the laws of the State of Utah.
8. The parties agree that this is the entire agreement between them. IN WITNESS WHERE OF, the parties have executed this agreement as of the date first above written.

Professional Botanicals, Inc.

Approved Seller

By: _____

By: _____

Title _____

Title: _____