

EXHIBIT "A"

CinDen INTERNET SALES POLICY

As valuable consideration for CinDen's agreement to supply Products to Customer (as the terms "Products" and "Customer" are defined in the Parties' Customer Protection Agreement), Customer acknowledges and agrees as follows, and Customer shall abide by this Policy and any modifications hereto which may, from time to time, be implemented by CinDen.

1. CUSTOMER 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 WITHOUT CinDen's PRIOR WRITTEN APPROVAL. 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 or other form of electronic commerce whatsoever.
2. CUSTOMER MAY REFER TO CinDen AND THE PRODUCTS ON ITS INTERNET SITE AND MAY INCLUDE A LINK TO CinDen's WEBSITE; HOWEVER, CUSTOMER MAY INCLUDE SUCH REFERENCE AND/OR LINK ONLY WITH CinDen'S PRIOR WRITTEN APPROVAL.
3. CUSTOMER SHALL NOT IDENTIFY, LIST OR POST ANY PRODUCT PRICES ON THE INTERNET WITHOUT CinDen'S PRIOR WRITTEN APPROVAL.
4. IF CinDen AUTHORIZES THE CUSTOMER TO REFER TO CinDen AND/OR THE PRODUCTS ON ITS INTERNET SITE, CUSTOMER SHALL MAINTAIN ALL PRICES/PRICING, CinDen IMAGES, TRADEMARKS, REFERRAL CODES OR DISTRIBUTION ANY OF THE PRODUCTS BEHIND A PASSWORD PROTECTED SITE THAT IS AVAILABLE ONLY TO THE CUSTOMER'S PATIENTS AND NOT TO THE GENERAL PUBLIC. THE FOLLOWING DISCLAIMER MUST BE INCLUDED WHEREVER CinDen PRODUCTS ARE MENTIONED:

LEGAL NOTICE

CinDen's Professional Formulas are available through select licensed health care professionals. The Internet sale and discounting of CinDen formulas are strictly prohibited. _____ .com makes CinDen formulas available only to patients of our clinic. If you are a patient of _____ you may inquire about CinDen by calling _____.

- 5) IF CinDen AUTHORIZES CUSTOMER TO LIST PRODUCT PRICES ONLINE, SUCH PRICES SHALL BE PASSWORD PROTECTED AND AVAILABLE ONLY TO PATIENTS OR CUSTOMER THROUGH THE USE OF A PASSWORD. ACCESS TO THE PRICING INFORMATION MUST BE LIMITED TO CUSTOMER AND CUSTOMER'S PATIENTS ONLY.
- 6) CUSTOMER AGREES THAT THE GENERAL PUBLIC CANNOT PLACE AN ORDER FOR CinDen PRODUCTS THROUGH CUSTOMER'S WEBSITE. ANY PATIENT SEEKING TO PURCHASE CinDen PRODUCT ONLINE MUST BE REFERRED BACK TO THE CUSTOMER BY THE DISPLAY OF THE ABOVE DISCLAIMER.
7. CinDen RESERVES THE RIGHT TO DISCONTINUE SALES TO CUSTOMER AND ALL OUTSTANDING AMOUNTS FOR PRODUCTS SHIPPED WILL BECOME IMMEDIATELY DUE AND PAYABLE.
8. CinDen RESERVES THE RIGHT TO ENFORCE ITS STATUTORY RIGHTS TO RECOVER DAMAGES AGAINST CUSTOMER FOR TRADEMARK INFRINGEMENT.

The approvals referenced above may be withdrawn, rescinded and/or revoked by CinDen at any time for any reason or no reason at all at CinDen's exclusive and unfettered discretion.

Customer's failure to comply with the aforementioned items regarding this Policy will result in, among other things, the immediate termination of the Parties' Customer Protection Agreement, and will subject Customer to all damages, costs and fees available to CinDen under the Customer Protection Agreement and the province of Manitoba law.

CUSTOMER: (Print Name): _____

Signature: _____