



SERVICE AGREEMENT

This service agreement ("Agreement") is made this ____ day of _____, 200__, by and between Alkemists Pharmaceuticals ("Alkemists"), a California corporation, whose principal place of business is located at 1260 Logan Avenue, #B-3, Costa Mesa, CA 92626, and _____ ("Customer"), whose principal place of business is located at _____.

1. Purpose. This Agreement outlines the terms and conditions for: (1) Customer to submit samples of herbal products, dietary supplements and other nutraceuticals to Alkemists for Alkemists to perform state of the art analysis of the product samples and (2) Customer submits a request to Alkemists for Alkemists to supply a Botanical Reference Sample and its analysis.

2. Term. The term of this Agreement commences upon the date of execution and continues until either party terminates this Agreement by providing a thirty (30) day advance written notice of termination to the other party.

3. Service. The services provided by Alkemists under this Agreement commence only upon the completion and submission of a Sample Submittal Form. A copy of the form is available on the web-site (www.alkemist.com). The Sample Submittal Form specifies the service requested by Customer and the information needed by Alkemists to perform the services ("Services"). The provision of the Services is governed solely by the terms and conditions of this Agreement. Alkemists will provide the results in the time requested by Customer, unless otherwise notified by Alkemists. Customer cannot cancel an order if Alkemists has commenced the Services. In the event that the Customer has requested a retest of the sample and the repeat testing reveals that the initial result (i) is not the result of laboratory error, failure or omission or (ii) arises from a lack of validation with the product sample matrix and/or extraction method, Alkemists will charge Customer 66.7% of the list price of the procedure utilized. Conversely, if the retest reveals laboratory error, failure or omission, there is no charge for the repeated test.

4. Pricing. The prices for the Services provided by Alkemists shall be determined by the nature of the Services provided and will be agreed upon by Customer and Alkemists prior to the initiation of the Services. Standardized pricing may be published, but such pricing is subject to volume discounts or other adjustments. Published prices are subject to modification by Alkemists from time to time.

5. Payment. Alkemists will invoice Customer following completion of the Services designated on the Sample Submittal Form, unless payment is made by credit card or paid in advance. Customer must pay each invoice within thirty (30) days from the invoice date and credit cards will be charged once the Services have been completed. Invoices not paid when due may have a 1.25 percent per month interest charge assessed against the unpaid balance from the date of invoice until the date of payment. All payments made under this Agreement shall be paid in U. S. Dollars.

6. Limited Warranty and Sole Remedy. Alkemists warrant that it examines the samples using techniques in accordance with pharmacopoeial monographs, where applicable. In the event that Alkemists breaches this warranty, Customer's sole remedy is a full refund of the fee for the Services and to have the sample re-analyzed at no cost to Customer. The warranty is void if the information provided to Alkemists in the Sample Submittal Form is not accurate or complete and such warranty applies only to the samples provided.

7. Limitation of Damages. IN NO EVENT WILL ALKEMISTS BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES, EVEN IF ALKEMISTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALKEMISTS' MAXIMUM LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR THE SERVICES.

8. Arbitration. Any dispute, claim or controversy between the parties arising out of or relating to this Agreement shall be submitted to arbitration with the American Arbitration Association. Any arbitration proceedings shall take place in Orange County, California before a single arbitrator. The decision rendered by the arbitrator shall be binding. Judgment upon the decision of the arbitrator may be entered into any court having jurisdiction thereof. Each party shall pay the expenses of the American Arbitration Association and the arbitrator equally. Further, each party shall have the same right to take depositions and to obtain discovery as if the proceedings were pending in a civil action before a court of general jurisdiction in the State of California.

9. Miscellaneous. The laws of the State of California will govern the Services provided by Alkemists without regard to the conflict of laws provisions thereof. This Agreement and the Sample Submittal Form are the complete and exclusive statement of the agreement between Alkemists and Customer and supersedes any proposal, prior agreement, oral or written, and any other communications between the parties. The warranty provided in this Agreement is for the benefit of Customer and Customer may not pass the warranty on to any third party. If any of the above provisions are held to be invalid or unenforceable, the remaining provisions will not be affected. Amendment, modifications or waivers of this Agreement shall only be valid or binding when set forth in writing and signed by the parties. The prevailing party in any action or proceeding arising out of or related to this Agreement shall be entitled to recover reasonable legal fees and costs, including attorneys' fees, which may be incurred. Alkemists shall not be responsible for failure to perform due to unforeseen circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Dated: _____, 2007

ALKEMISTS PHARMACEUTICALS

By: _____

Name: Elan Sudberg

Dated: _____, 2007

CUSTOMER: _____

By: _____

Name: _____