

SERVICE AGREEMENT

This random testing 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 Customer to participate in Alkemists’ random field testing program.

2. Term. The term of this Agreement commences upon the date of execution and continues for one year, unless until either party terminates this Agreement by providing a thirty (30) day advance written notice of termination to the other party prior to the end of a calendar quarter.

3. Program. The random testing program consists of (i) the purchase by Alkemists of a product designated by Customer (“Product”) that is available to consumers and (ii) the testing of the sample Product by use of the Analytical Triad (together the “Program”). The Analytical Triad consists of three tests conducted on the Product sample: HPLC, HPTLC, and Microscopy. If the Product sample is provided in liquid or extract form, Microscopy testing is not applicable. The Program is provided on a quarterly basis: one Product purchase and one Analytical Triad per calendar quarter. The Program will begin the calendar quarter following the completion and submission of a Product Submittal Form. A copy of the form is available on the website (www.Alkemists.com). The Product Submittal Form specifies the Product designated by Customer and the information needed by Alkemists to perform the Program, including information related to Product distribution. Alkemists will provide the results of the Analytical Triad to Customer prior to the end of each Program quarter. Customer cannot cancel the Agreement during a quarter.

4. Disclosure of Test Results. During the term of the Agreement and if the Program has authenticated Product samples for that quarter, Customer is permitted to disclose, release or post the results of the Program testing on the Product, attribute the testing to Alkemists and utilize the designated Program logo or designation. Alkemists will post all passed tests on its web-site. In the event that a Product sample fails a test for a particular quarter, Customer must remove all references to the Alkemists Program and all previous passed tests from its web-site and marketing materials until a subsequent passing analysis is performed. If the Product sample fails the Analytical Triad testing for two consecutive quarters, Alkemists may terminate the Agreement. Alkemists will not publish or disclose failed test results.

4. Pricing. Alkemists will charge \$600.00 per quarter for the Program. Customer will reimburse Alkemists for all costs associated with the purchase of the Product sample.

5. Payment. Alkemists will invoice Customer once during each quarter, 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 Program has been

completed for that quarter. Invoices not paid when due may have a 1.25 percent (1.25%) 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 warrants 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 Product samples.

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

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.

9. Miscellaneous. The laws of the State of California will govern the Program provided by Alkemists without regard to the conflict of laws provisions thereof. This Agreement and the Product 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: _____

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