DISTRIBUTION AGREEMENT  
  
 This Distribution Agreement (this "Agreement") dated as of May 17, 2006 by  
and between Nozin, LLC, a Delaware Limited Liability Company, (the "Company")  
and Essentially Yours Industries (Hong Kong) Limited, (the "Distributor")  
located at Xxxxx 0-0, 00xx Xxxxx, Xx. 0 Xxxxxx Xxxxxx, Tsim Sha Tsui Kowloon,  
Hong Kong.  
  
 WHEREAS, the Company owns the patent rights and trade xxxx rights  
(more particularly described in Schedule A.I hereto) for a certain  
over-the-counter healthcare product known as "NOZIN - Nasal Sanitizer", which  
product and its various components (herein called "Products") are described in  
Schedule A.II hereto;  
  
 WHEREAS, Distributor desires to obtain from the Company the right to  
distribute the Products for resale as herein provided; and  
  
 WHEREAS, the Distributor understands that its right to purchase and  
resell the Products shall be governed solely by the terms of this Agreement.  
  
 NOW THEREFORE, and in consideration of the premises and the mutual  
covenants and promises contained herein and for other good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged, the  
parties hereby agree as follows:  
  
 1. Distributor Appointment  
  
 1.1 Subject to the terms and conditions contained herein, the  
Company appoints the Distributor as its distributor of the Products, and hereby  
grants to the Distributor the right to purchase the Products from the Company  
and the right to distribute and resell the Products, in the territories and  
areas defined in Schedule A. III ("Territory"). Nothing herein shall be  
construed to prohibit the Distributor from selling Products at any price.  
  
 1.2 The Distributor hereby accepts the appointment and agrees to use  
all commercially reasonable efforts to develop the market for the sale of the  
Products in the Territory.  
  
 1.3 Nothing in this Agreement shall cause or be construed to cause  
the Distributor to be an agent of the Company. The Distributor is an independent  
contractor and has control of the details of the performance of its obligations  
hereunder. The Distributor shall not impose or create any obligation or  
responsibility, express or implied, or make any promises, representations, or  
warranties on behalf of the Company, other than as expressly provided in this  
Agreement.  
  
 2. Territory  
  
 2.1 Subject to the terms of this Agreement, the Company hereby  
designates the Territory, as per Schedule A.III., as the Distributor's sole and  
exclusive territory for the marketing, sale and distribution of Products. The  
Distributor's marketing responsibility encompasses both sales and service of the  
Products in the Territory. The Company also hereby designates the Territory, as  
per Schedule A.IV., as the Distributor's territory for the marketing, sale and  
distribution of Products. The Distributor's marketing responsibility encompasses  
both sales and service of the Products in the Territory. The Company shall  
assist the Distributor to advertise and promote the Products by making available  
to the Distributor all reliable data in its possession or control, explaining  
the virtues of the Products, the clinical trials and studies supportive of such  
data.  
  
  
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 2.2 The Company hereby grants to the Distributor the sole and  
exclusive right to market, sale and distribute the Products in the Territory, as  
per Schedule A.III., ("Exclusive Rights") for an initial period commencing from  
the date of this Agreement and ending at the end of nine (9) months after the  
date of the Distributor's receipt of the Products ordered by it in its first  
purchase order ("Initial Exclusive Term"). The grant of the rights to the  
Distributor during this Initial Exclusive Term is in recognition of the expenses  
incurred and to be incurred by the Distributor to launch the Products in the  
Territories.  
  
 2.3 If the Distributor places purchase orders within the Initial  
Exclusive Term to purchase from the Company not less than $125,000 of the  
Company's Products, the Company shall extend the period of the grant of  
Exclusive Rights to the Distributor beyond the Initial Exclusive Term, for an  
additional period of one (1) year ("Extended Exclusive Term"), and, at the  
Distributor's option (to be exercised in writing by notice by the Distributor to  
the Company prior to the expiry of any current Exclusive Term), so long as it  
continues to place purchase orders after the first Extended Exclusive Term of  
not less than $250,000 of the Company's Products, the Company shall extend its  
grant of Exclusive Rights to the Distributor for additional periods of one (1)  
year.  
  
 2.4 The Company may, in its sole discretion, refuse to ship Products  
ordered by the Distributor to a location other than the Territory. The  
Distributor shall not sell the Products for delivery or shipment to users  
outside the Territory, shall not knowingly sell the Products to users outside  
the Territory, and shall not knowingly sell the Products to those who directly  
or indirectly sell the Products for use outside the Territory.  
  
 2.5 The Distributor shall, use all commercially reasonable efforts  
to promote, advertise, sell, and service each of the Products in its Territory,  
shall represent the Products at major trade shows and exhibitions in or  
encompassing the Territory, shall maintain adequate levels of inventory of the  
Products, and shall maintain a staff of trained sales and service personnel  
adequate to cover the Territory. The Company may from time to time provide the  
Distributor assistance in the Distributors selling and marketing efforts.  
  
 3. Purchase of Products  
  
 In order to ensure the Company's ability to develop an effective  
distribution and product support system for the Products within the Territory,  
and in order to ensure the quality of the Products and their reputation within  
the Territory, the Distributor shall purchase Products only from the Company and  
not from any other source. For its part, the Company will use all commercially  
reasonable efforts to ensure that the Products that its sells to the Distributor  
are of the best quality, in accordance with the terms of this Agreement.  
  
  
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 4. Distributor Facilities and Inventory  
  
 4.1 The Distributor shall maintain one or more suitable places of  
business within the Territory that are all sufficient, in the commercially  
reasonable judgment of the parties, to display, store, and service the Products.  
  
 4.2 The Distributor shall maintain such inventory of Products as is  
sufficient, in the commercially reasonable judgment of the parties, reasonably  
to meet the sales potential and product support requirements in the Territory.  
The Distributor shall comply with all instructions issued by the Company  
regarding the storage, handling, and maintenance of the Products that are  
reasonably necessary for the protection of persons or property. The Distributor  
shall hold the Company harmless with respect to any losses occurring as a result  
of the failure to follow such instructions.  
  
 5. Prices and Terms of Sales and Delivery  
  
 5.1 All sales of the Products to the Distributor shall be governed  
by the Company's written pricing policies, credit policy, price lists, discount  
schedules, and terms and conditions of sale specified in Schedule C. Prices for  
the Products shall be based on the "Distributor Price List" set out in Schedule  
C.I, subject to review by the parties in December of each year (commencing in  
January 1, 2008) during the term of this Agreement, and any agreed modified  
prices shall be effective for the following calendar year. In reviewing such  
prices, the parties agree that such prices shall be negotiated and reviewed  
based on the principle of commercial fairness.  
  
 5.2 Prices stated in the Distributor Price List shall apply only to  
Products with standard specifications. At the Distributor's request, the Company  
at its option may provide the Distributor with price quotations on Products  
having special or modified specifications and any such quotations shall only be  
binding with respect to the specific Product and sale to which such a quotation  
relates.  
  
 5.3 No purchase order shall be binding on the Company until accepted  
in writing by a duly authorized representative of the Company, or on the  
Distributor unless issued in writing signed by a duly authorized representative  
of the Distributor (listed in Schedule E). Any provision contained in any  
purchase order issued by the Distributor to the Company which is additional to,  
or inconsistent or conflicting with, any provision of this Agreement shall not  
be binding on the Company unless the Company assents to such provision in  
writing.  
  
 5.4 Although the Distributor may now have or hereafter acquire other  
outlets or branches, or change the location of any of them, nothing herein shall  
obligate the Company to sell or ship the Products on orders accepted by the  
Company to any location outside of the Territory. The Company's responsibility  
for shipments shall cease upon delivery by the Company of properly and  
adequately packaged Products to the transportation company, and any claims for  
shortages, losses or damage occurring thereafter shall be made by the  
Distributor directly to the transportation company. A copy of any claims against  
the transportation company for shortages shall be mailed to the Company for  
information purposes within five days after making any such claim.  
  
  
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 5.5 In addition to payment for the Products, the Distributor shall  
pay to the Company on demand all reasonable expenses and charges incurred and  
paid by the Company, and caused by the Distributor, for demurrage, reshipment,  
rerouting, storage and other similar charges with respect to the Products  
ordered by the Distributor, including without limitation expenses resulting from  
the Distributor's failure promptly to accept delivery of or pay for such  
Products.  
  
 5.6 The Company shall not be liable to the Distributor for any  
injury, loss, damage or expense, whether direct, indirect or consequential,  
resulting from or arising out of delays in delivery resulting from delays in  
manufacture due to acts of God, and reasonably unforeseeable acts of government.  
The time for delivery specified in any quotation or contract shall be extended  
during the continuance of such conditions and for a reasonable time thereafter.  
If a shortage of supply is so pervasive as to effectively prevent the  
Distributor from meeting minimum purchase requirements through purchase of any  
reasonable combination of Products, the time period for meeting such minimum  
purchase requirements will be extended until the shortage ends  
  
 6. Minimum Purchase Requirements  
  
 The Distributor shall meet the minimum purchase requirement set  
forth in Schedule D. Failure to meet the purchase requirements as per the  
schedule at the discretion of the Company, can be just cause for immediate  
termination of the agreement.  
  
 7. Product Approval  
  
 7.1 The Distributor shall be responsible for promptly obtaining, at  
the Distributor's sole cost, all governmental approvals necessary for the sale  
in the Territory of all Products which are or become subject to distribution  
under this Agreement.  
  
 7.2 Registration of the Products in the Territory shall be under the  
name of the Company unless the local law requires registration under the name of  
the Distributor.  
  
 7.3 If clinical trials are required to obtain approval for the sale  
of any of the Products in the Territory, the Company shall have the right to  
review and approve all proposed protocols for such clinical trials and the  
Distributor shall not utilize any protocol until approved by the Company. The  
Company shall not withhold any such approval unreasonably. Clinical trials shall  
be monitored by the Distributor and the cost of such clinical trials will be  
borne solely by the Distributor.  
  
 7.4 The Distributor shall supply the Company with full details of  
the progress of obtaining governmental approvals in the Territory including  
documents issued in relation to it, and, upon receipt of notice of termination  
of the Agreement by the Company, the Distributor shall promptly and diligently  
organize the transfer of the governmental approvals and all related rights to  
the Company or to such third party as the Company shall designate.  
  
 7.5 Failure to obtain governmental approval for the sale of any of  
the Products in the Territory within a reasonable time (which, depending upon  
markets, will be in the range of a minimum of 3 months, and a maximum of 12  
months after all the information necessary to obtain such approvals is available  
to the Distributor) shall be just cause for immediate termination of the  
Agreement by the Company.  
  
  
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 8. Quality Control Requirements  
  
 8.1 The Company warrants, and shall certify for each batch of  
Products shipped by it to the Distributor, that the manufacturer of the Products  
is cGMP certified or equivalent if manufactured outside the Untied States.  
  
 8.2 The Company shall ensure that the 8ml bottle shall be  
shrink-wrapped from top to bottom.  
  
 8.3 The Company shall ensure that every batch of Products shipped by  
it to the Distributor contains a certificate of analysis in form and content  
satisfactory to the Distributor.  
  
 8.4 The Company shall ensure that each Product shipped by it  
contains and clearly specifies on all packaging, the lot number and expiration  
date for such Product, and states that the Product has a shelf life of at least  
eighteen (18) months from the date of its manufacture. The Company warrants to  
the Distributor that each of the Products that it ships to the Distributor shall  
have a shelf life of at least twelve (12) months from the date of shipment.  
  
 8.5 The Company warrants to the Distributor that, for each of the  
Products that it ships to the Distributor, the labeling for such Product has  
been reviewed and approved by appropriate legal counsel and is approved and  
classified as an OTC sale in the United States.  
  
 8.6 Except as otherwise stated, with respect to the Products  
manufactured by the Company, the Company makes only the limited warranty  
contained in the Warranty policy for the Products, as set forth in Schedule B  
(the "Limited Warranty").  
  
 9. Advertising and Promotion  
  
 9.1 The Distributor shall provide at its own cost and expense such  
advertising and promotion of the Products within the Territory as the  
Distributor deems suitable, after consulting with the Company. The Company shall  
assist the Distributor to advertise and promote the Products by making available  
to the Distributor all reliable data in its possession or control, explaining  
the virtues of the Products, the clinical trials and studies supportive of such  
data. The Company shall, if available, address the public and media at  
promotional events or trade shows at which the Distributor is promoting the  
Products.  
  
 9.2 The Company may, in its sole discretion, directly advertise and  
promote the Products in the Territory or elsewhere. Company shall furnish the  
Distributor such promotional literature and other advertising aids as the  
Company may generate, to assist the Distributor to promote the Products. Such  
material shall remain the property of the Company. Trade show expenses may be  
shared as mutually agreed upon in advance by Company and the Distributor from  
time to time.  
  
  
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 9.3 In order that the Company may protect all trademarks that the  
Company uses, the Distributor shall not use any such marks, names, slogans, or  
designations in any advertising copy, promotional material, signs, exhibits or  
other written or printed material relating to the Products except that which is  
provided to the Distributor by the Company or that which is in a form  
specifically approved in writing by the Company (such approval not to be  
unreasonably withheld), and shall not use any of the licensed trademarks outside  
the Territory or in connection with any sales which would violate Article 2 of  
this Agreement.  
  
 10. Training  
  
 From time to time the Company may, at its sole discretion, and  
shall, if required by the Distributor, offer training in the selling and  
servicing of the Products which training shall be available to the Distributor's  
personnel at such locations as the Company may specify. If such training is  
necessary in order for the Distributor to fulfill its sales and service  
obligations, the Distributor's personnel shall participate in such training. The  
Distributor shall bear that portion of the expenses of its personnel in  
attending such training as is reasonably agreed to by the parties from time to  
time. The Company shall bear the expenses for the initial product launch in Hong  
Kong, the Philippines and China as it pertains to air travel and lodging.  
  
 11. Taxes  
  
 The Distributor shall pay all license fees, sales, use, service use,  
occupation, retailer's occupation, service occupation, personal property, and  
excise taxes and any other fees, assessments, or taxes which may be assessed or  
levied by any national, state, or local government and any departments and  
subdivisions thereof, as a result of the performance of this Agreement or  
against any of the Products ordered by the Distributor within the Territory.  
  
 12. Patents, Trademarks, Confidential Information and Product Modification  
  
 12.1 The Distributor shall not use any trademark or trade names  
relating to the Products, whether or not registered, now or hereafter owned or  
used pursuant to license by the Company or any xxxx or name similar thereto  
except in the manner and to the extent that the Company may specifically consent  
in writing, except that the Distributor may refer to the Products by the  
trademarks which the Company uses in connection therewith. Such trademarks may  
be changed at the sole discretion of the Company. The Distributor is permitted  
to use such trademarks or trade names only within the Territory and only in  
connection with its performance under this Agreement and, despite such use, the  
Distributor shall not acquire any rights or interest thereto.  
  
 12.2 The Distributor may include local language for its promotion  
of, or packaging of, the Products within the Territories.  
  
 12.3 In no event shall the Distributor alter or modify any product  
purchased hereunder, or the trademark or trade names used in connection  
therewith by the Company, in such a manner as will in any way infringe, impair  
or lessen the validity of the patents, trademarks or trade names under which the  
Products are made or sold, or as will cause the Products to infringe the  
patents, trademarks, or trade names of any third party.  
  
 12.4 If the Distributor alters or modifies any Products without the  
Company's approval, and/or uses trademarks or trade names in connection  
therewith other than those adopted and used by the Company, the Distributor will  
indemnify the Company and hold the Company completely harmless from and against  
any patent infringement, unfair competition, products liability or other claims  
brought against the Company on account of such activities.  
  
  
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 12.5 In the course of the performance of this Agreement, a party  
hereto may furnish the other party with confidential business information and  
trade secrets ("Confidential Information"). Both during and after the term of  
this Agreement, the recipient of such Confidential Information shall not  
disclose same to any person other than its employees and shall keep it in strict  
confidence and not use it for any purpose other than the performance of its  
obligations under this Agreement. Upon termination of this Agreement (for  
whatever reason), the recipient of such Confidential Information shall use its  
best efforts to return same to the provider.  
  
 12.6 Upon termination of this Agreement (for whatever reason), the  
Distributor shall immediately return to the Company all documents, product  
samples and demonstration kits, and other materials.  
  
 12.7 The Distributor shall ensure and guarantee that all staff  
involved in the distribution of the Products (and the staff or any  
sub-distributor, dealer or agent) are aware of and observe the obligations of  
confidentiality contained in this Agreement, which obligations shall apply also  
after the time they may have left the Distributor or the sub-distributors,  
dealers or agents.  
  
 12.8 The obligations of confidentiality in this Agreement shall  
survive the termination of the Agreement.  
  
 13. Remedies  
  
 13.1 Failure of either party at any time to require performance of  
any provisions hereof shall not affect its right to require full performance  
thereof at any time thereafter. The waiver by either party of a breach of any  
such provision shall not constitute a waiver of any subsequent breach thereof or  
nullify the effect of such provision.  
  
 13.2 In the event that the Distributor is in default with respect to  
any of the terms or conditions of or referred to in this Agreement, for 30 days  
after receipt of written notice from the Company, the Company may, without  
incurring liability to the Distributor or its customers and without prejudice to  
any other remedy of the Company, defer further shipments of Products to the  
Distributor (whether or not the Company has accepted purchase orders from the  
Distributor with respect to unshipped Products) until such default is remedied;  
provided that this clause shall not apply if such default is due to an act of  
God or act of government or is otherwise not within the control of the  
Distributor.  
  
 14. Term and Termination  
  
 14.1 This Agreement shall commence on the effective date hereinafter  
stated and shall continue for a period of 5 years from the date of this  
agreement ("Initial Term"). This Agreement may be extended by the Company at its  
option for a further period of 5 years so long as the Distributor is not in  
default at the time of renewal. The Distributor will provide the Company with a  
notice of extension in writing within ninety (90) days prior to the expiry of  
the Initial Term.  
  
  
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 14.2 This Agreement may be terminated by either party immediately if  
the termination is for a material violation of this Agreement, provided the  
alleged violator has been given a written notice of its default and an  
opportunity to rectify such default within 30 days after its receipt of the  
notice, and so long as such default remains un-rectified at the end of such  
notice period.  
  
 14.3 In the event the Distributor terminates this Agreement, the  
Company maintains the right to appoint a new designated agent and or distributor  
for the Territories.  
  
 15. Effect of Termination  
  
 15.1 Neither party, by reason of the termination or non-renewal of  
this Agreement, shall be liable to the other for compensation, reimbursement, or  
damages because of the loss of anticipated sales or prospective profits or  
because of expenditures, investments, leases, property improvements or other  
matters related to the business or goodwill of the parties.  
  
 15.2 In the event of termination either party, at its option, may  
offset any sums due to it against any sums owed by it.  
  
 15.3 Upon termination of this Agreement, the Distributor shall  
immediately discontinue use of any and all trademarks and trade-names used  
pursuant to license by the Company, including without limitation use in the  
Distributor's letterheads, advertising, and name. The Distributor shall not  
thereafter use any such xxxx or name or any xxxx or name tending to give the  
impression that any relation between the Company and the Distributor still  
exists, and the Distributor shall immediately deliver to such address as the  
Company specifies all technical information, price lists, catalogs, drawings,  
designs, engineering photographs, samples, literature, sales aids, customer  
lists and other confidential business information and trade secrets of the  
Company in the Distributor's possession.  
  
 16. Application and Construction of Agreement  
  
 16.1 This Agreement is binding upon and shall enure to the benefit  
of the parties hereto and their respective successors and assigns, except that  
the Distributor shall not assign this Agreement, or any interest herein  
including rights and duties of performance, without the written consent of the  
Company.  
  
 16.2 This Agreement shall not be binding upon the parties until  
signed for them by their duly authorized officers or agents. No agent or  
representative of the parties has any authority to vary the terms and conditions  
contained herein or to make any representation, statement, warranty, or  
agreement not expressed herein.  
  
 16.3 The laws of the State of Florida shall govern the construction  
of this Agreement and the rights, remedies and duties of the parties hereto. In  
the event of any dispute, the parties shall refer any dispute to arbitration  
pursuant to the American Arbitration Association, and the parties will consent  
to the venue being in Miami, Florida and submit themselves to the in personam  
arbitration of such jurisdiction for the purpose of resolving any disputes  
arising out of this Agreement or the transactions contemplated thereby.  
  
  
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 16.4 No amendment or modification of this Agreement or any portion  
thereof shall be valid unless executed in writing by both parties. Any written  
amendment or modification that is executed by both parties shall be binding upon  
them notwithstanding any lack of consideration.  
  
 16.5 All understandings and agreements, written or oral, heretofore  
had or made between the parties with respect to any of the subject matters  
herein, are merged into this Agreement which alone fully and completely  
expresses their agreement.  
  
 16.6 The descriptive headings in the Agreement are inserted for  
convenience only and do not constitute a part of this Agreement.  
  
 17. Notice  
  
 17.1 Any notice required or permitted herein shall be in writing and  
shall be hand delivered or mailed, postage fully prepaid, properly addressed to  
the party to be notified. The parties' addresses for all notices given pursuant  
to this Agreement shall be at the following addresses or the last known address  
given by such party to the other. Any such notice shall be considered to have  
been given when hand delivered or on the second business day after it was  
deposited in the mails.  
  
 To the Company:  
  
 Nozin, LLC  
 0000 Xxxxx xx Xxxx Xxxx.  
 Xxxxx 000  
 Coral Gables, Fl. 33134  
 Attn: Xxxxx X. Xxxxxxxx  
  
 To the Distributor:  
  
 Essentially Yours Industries (Hong Kong) Limited  
 Xxxxx 0-0, 00xx Xxxxx, Xx. 0 Xxxxxx Xxxxxx,  
 Tsim Sha Tsui Kowloon, Hong Kong.  
 Attn: Xxxx X'Xxxxx  
  
 18. Schedules  
  
 18.1 The following Schedules are attached hereto and made a part  
hereof:  
  
 SCHEDULE A Patent and Trade Xxxx Rights; Products and Territory  
 SCHEDULE B Limited Warranty  
 SCHEDULE C Terms and Conditions of Sale  
 SCHEDULE D Minimum Purchase Requirements  
 SCHEDULE E Duly authorized individuals to issue and accept  
 purchase orders.  
  
  
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 19. Order Stock, Shipping Quantities and Packaging  
  
 19.1. Purchase orders from the Distributor will be accepted by the  
Company within two working days after the Company's receipt of such purchase  
order. Subject to availability, the Products will be made available within forty  
five (45) days after receipt by the Company of the purchase order.  
  
 19.2 The Distributor shall keep a sufficient inventory (based on the  
Distributor's sole discretion) of the Products to supply market requirements.  
Such inventory shall be stored in accordance with good manufacturing practices  
in order to preserve and protect the Products.  
  
 19.3 The Distributor shall destroy, return to the Company, or make  
such other disposition, as the Company shall reasonably direct, of any portion  
of the Products determined by the Company to be outdated or otherwise to require  
such disposition. In the event of such return or destruction before such time as  
the Products become un-saleable, the Company shall either replace the Products  
or reimburse the Distributor in an amount equal to the Company's current price  
for the Products and the Distributor's cost thereof, and transportation costs  
incurred by the Distributor. The Company shall have no liability for material  
that is outdated as result of the Distributors inventory management practices.  
  
 19.4 The Distributor shall organize its inventory management  
practices in such a way as to ensure that Products are always supplied to users  
in good condition and the Company, at the request of the Distributor, may offer  
assistance in this process. The Distributor will, on reasonable notice permit  
the Company's authorized representative to inspect its storage facilities and to  
take samples of Products in storage at all reasonable times. The Distributor  
will comply strictly with all reasonable directions of the Company in relation  
to storage and other matters to ensure the quality of the Products it supplies.  
The Company shall assist the Distributor to advertise and promote the Products  
by making available to the Distributor all reliable data in its possession or  
control, explaining the virtues of the Products, the clinical trials and studies  
supportive of such data.  
  
 19.5 The minimum shipping quantities shall be 5,000 units per  
product per purchase order as per Schedule C.III.  
  
 20. Exchange of Information  
  
 20.1 The Distributor will supply to the Company all reasonable  
details in relation to the matters set out below and, subject to commercial  
reasonableness, at the frequency specified against each item, such time period  
to start from the date of commencement of the Agreement.  
  
 (1) Projected sales of Products (a rolling yearly forecast is  
 required);  
  
  
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 (2) Details by country within the Territory regarding the status  
 of the sales, including amounts of the Products sold, placed  
 in inventory and returned (both in dollars and units)  
 (yearly);  
  
 (3) Details of pricing of Products;  
  
 (4) An annual business plan detailing the business strategy that  
 will be used in that calendar year to market the Products by  
 country, including promotional budgets, expenses and projected  
 sales at least 60 days prior to the start of the relevant  
 calendar year;  
  
 (5) All technical and medical questions arising from the Products  
 (as they arise);  
  
 (6) Any suggestions or feedback from the field regarding Product  
 defects, performance, or Product improvement, competitive  
 products (as they arise);  
  
 (7) Any infringement or apparent or threatened infringement of the  
 Company trademarks or other rights (including any patent  
 rights) in the Products, of which the Distributor becomes  
 aware (as they arise) and;  
  
 (8) Any customer problem of an urgent nature (within 72 hours  
 after notification).  
  
 20.2 The Company will supply to the Distributor all reasonable  
details in relation to the matters set out below and, subject to commercial  
reasonableness, at the frequency specified against each item, such time period  
to start from the date of commencement of the Agreement.  
  
 (1) All technical information, clinical studies and product  
 information pertaining to the Products that would be material  
 to the decision of anyone intending to purchase the Products  
 (as the Company becomes aware of such information);  
  
 (2) All promotional materials developed by the Company to market  
 the Products (as these come into existence); and  
  
 (3) Details of any problems with the Products, or complaints  
 communicated to the Company about the Products, their safety,  
 merchantability or fitness for their advertised use (as these  
 become known to the Company).  
  
 21. New Products  
  
 21.1. If the Company develops a new product comparable to the  
Products (a "New Product"), the Company shall propose an amendment to the  
Agreement which shall include the New Product as a Product to be distributed  
under the Agreement and establish price and terms for the New Product.  
  
  
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 21.2. If the Distributor accepts the amendment by signing and  
returning a signed copy of the amendment within 30 days from the mailing thereof  
by the Company, the Agreement shall be amended. If the Distributor fails to  
accept the amendment within 30 days, the Company may at its option distribute  
the New Product in the Territory through another means.  
  
 22. Competitive Products  
  
 22.1 The Distributor agrees not to directly or indirectly promote,  
sell, distribute or otherwise deal in any products that are in competitive  
nature with the Products described within. This prohibition shall extend to the  
Distributor's parent and subsidiary companies, its affiliates, and any companies  
owned or operated or controlled by the Distributor, its shareholders, officers,  
directors or their family members.  
  
 23. Assignment and Change of Ownership  
  
 23.1 In the event the Company sells or transfers its ownership  
rights to the patents for NOZIN - Nasal Sanitizer this Agreement shall be  
binding in full effect upon the Company and the purchaser. At the sole  
discretion of the Company, the Distributor may assign the Distribution Agreement  
to another company.  
  
 IN WITNESS WHEREOF the parties have executed this Agreement as of  
the date first above written.  
  
  
COMPANY: Nozin, LLC  
  
  
By: /s/ Xxxxx X. Xxxxxxxx  
 --------------------------------  
 (Signature)  
  
Name: Xxxxx X. Xxxxxxxx  
Title: President  
  
  
DISTRIBUTOR: Essentially Yours Industries (Hong Kong) Limited  
  
  
By: /s/ Xxxx X'Xxxxx  
 --------------------------------  
 (Signature)  
  
Name: Xxxx X'Xxxxx  
Title: President & CEO  
  
  
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 SCHEDULE A  
  
  
I. PATENT AND TRADE XXXX RIGHTS  
  
 Nozin, LLC owns the worldwide patent (Product is currently in patent  
pending status), trade marks, selling and marketing rights for any products  
under the Nozin brand name. Nozin, LLC is a wholly owned subsidiary of Global  
Life Technologies Corp., the parent company.  
  
  
II. PRODUCTS  
  
 A. NOZIN (Nasal Sanitizer) finished product.  
  
 1. 8ml bottle  
  
 2. T-Pack (10 pre-loaded swab devices)  
  
  
III. TERRITORY - EXCLUSIVE DISTRIBUTION  
  
 A. Hong Kong  
  
 B. Philippines  
  
 The Products can only be sold within the Essentially Yours  
 Industries ("EYI") multi-level marketing network. If other  
 territories/channels become available to EYI through the expansion  
 of the EYI multi-level marketing network, then the Distributor may  
 request the Company, in writing, for permission to extend the  
 Territory to include these other territories/channels, and the  
 Company, at it's sole discretion may approve these additional  
 territories.  
  
  
IV. TERRITORY - NON-EXCLUSIVE DISTRIBUTION  
  
 a. China  
  
 In all markets on a non-exclusive basis.  
  
  
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 SCHEDULE B  
  
  
 LIMITED WARRANTY  
  
Nozin, LLC guarantees that reasonable care has been used in the manufacture of  
the Products, and that the Products will be merchandisable and reasonably fit  
for use. The Company guarantees that the Products are safe if used as directed  
by the Company. The Company guarantees the quality and ingredients used for the  
manufacture of NOZIN - Nasal Sanitizer. The Company shall be liable for the  
replacement of any defective Products returned to the Distributor. The  
Distributor shall provide the Company the reason or reasons for the return.  
  
  
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 SCHEDULE C  
  
 TERMS AND CONDITIONS OF SALE  
  
I. PRICING  
  
 8ml Finished Product  
 Per Unit Price: $5.00 U.S. Dollars (FOB) Company Manufacturing facility  
  
 Travel Pack (10 preloaded swabs) Finished Product  
 Per Unit Price: $4.50 U.S. Dollars (FOB) Company Manufacturing facility  
  
II. PAYMENT TERMS  
  
 Payment for the Products shall be made by either a letter of credit from a  
 major financial institution acceptable by the Company's bank or by cash  
 via wire transfer or by check payable to "Nozin, LLC". The Distributor  
 shall pay a fifty percent (50%) initial deposit on all orders when the  
 purchase order is issued and is confirmed and accepted by the Company. The  
 balance of fifty percent (50%) will be paid when the Products are  
 confirmed by the transportation company to be on-board, on-deck. Nozin,  
 LLC is not responsible for the costs of carriage, insurance and freight.  
  
III. MINIMUM ORDER SIZE  
  
 8ml Bottle: 5,000 units per purchase order for each territory comprising  
 the Territory.  
  
 T-Pack (10 Pre-loaded swab devices): 5,000 units per purchase order for  
 each territory comprising the Territory.  
  
  
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 SCHEDULE D  
  
 MINIMUM YEARLY PURCHASE REQUIREMENTS  
  
Calendar Year 2006  
------------------  
  
8ml bottle - 5,004 units  
  
Travel Pack - 5,040 units  
  
  
Calendar Year 2007  
------------------  
  
8ml bottle - 25,020 units  
  
Travel Pack - 25,200 units  
  
  
Calendar Year 2008  
------------------  
  
8ml bottle - 50,040 units  
  
Travel Pack - 50,400 units  
  
2008 minimums to remain through the term o this distribution agreement.  
  
  
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 SCHEDULE E  
  
 DULY AUTHORISED INDIVIDUALS TO ISSUE AND ACCEPT PURCHASE ORDERS  
  
  
On behalf of the Distributors:  
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Xx. Xxxx X'Xxxxx and/or his assignee  
  
  
On behalf of the Company:  
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Xx. Xxxxx X. Xxxxxxxx  
  
Xx. Xxxx X. Xxxxxxxxx  
  
Xx. Xxxxxxxx X. Xxxxxx  
  
  
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