

SALES AND MARKETING POLICY



STIEFEL LABORATORIES, INC.

Stiefel Laboratories, Inc. (the “Company”) is renowned for its legacy of over 150 years of skin care “firsts”, endeavoring to provide the highest quality, most effective prescription and over the counter skin care products available. Skin care is our only focus and always has been. That focus has allowed us to become the largest privately-owned dermatology company in the world, with more than 3000 employees in more than 30 countries, with products distributed in more than 100 countries. The Stiefel family maintains a heartfelt sense of history, continuity and active, hands-on involvement as we continue our commitment to skin care around the globe.

With the launch of REVALÉSKIN™, Stiefel Laboratories, Inc. is entering a new segment of the skin care market, and the Company is committed to the success of this new product line through our customers (“Accounts”). To ensure that our Accounts are aware of our expectations with respect to the sales and marketing of the REVALÉSKIN products, the Company sets forth the following policy (“Policy”), which may be revised and updated from time to time. This Policy applies only to the distribution, sales, and marketing of the REVALÉSKIN products. Sales of other Stiefel products are governed by other applicable requirements and policies.

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS PRIOR TO PLACING AN ORDER FOR REVALÉSKIN PRODUCTS. THIS POLICY CONSTITUTES AN AGREEMENT BETWEEN THE ACCOUNT AND STIEFEL LABORATORIES, INC.

Every Account must provide its Sales Tax Resale Certificate Number upon registration with Company. The registration cannot be completed without a valid Sales Tax Resale Certificate Number. Upon successful completion of the registration, the Account must provide a copy of its Sales Tax Resale Certificate to Company. Accounts must advise Company in writing of any material change to the Sales Tax Resale Certificate, including but not limited to new issue certificates, revocations or expirations without renewal.

Sales of REVALÉSKIN

1. Accounts may only sell REVALÉSKIN products direct to consumers from their practice offices or by providing their customers with their identification code and instructing the consumer to place the order with the internet sales website managed by the Company. No other means of selling the product is permitted without the express written consent of the Company. Accounts may not sell product or take orders for product from their own internet websites or through internet websites managed or owned by third parties which are not authorized by the Company. Accounts may not post pricing for REVALÉSKIN on any websites.
2. The Company prohibits the resale of its REVALÉSKIN products by Accounts to other Accounts or retailers without its prior written consent, which may be granted or withheld in its sole discretion.
3. The Company relies on a clear understanding, and full disclosure, of the nature of its customers' business as the basis for opening an account with the Company. The Company reserves the right to review and suspend or terminate its relationship with an Account should the nature of the Account's business not be fully disclosed at the time of opening the account or subsequently change

Advertising of REVALÉSKIN

For purposes of this Policy, "Advertising" shall mean any marketing, promotion, publicizing or other activity intended to sell REVALÉSKIN products, regardless of the format, channel or media used.

4. Accounts may not use the Company's trademarks, trade names or logos in advertising, store signage, in-store displays or other promotional materials without our prior written authorization. The only exception to this provision when the Company provides advertising and promotional materials directly to the Account and such materials are reproduced or used exactly as supplied by the Company. The principal trademarks, trade names and logos of or licensed to the Company are:



revaléskin™



5. Advertising materials may not make any medical claims related to the use of the product. It is especially important that REVALÉSKIN products be advertised and promoted so that the advertising content complies with applicable laws, regulations and guidelines. Such advertising may make no claims that could be construed by the United States Food & Drug Administration (“FDA”) or other regulatory agencies as health claims or drug claims. Only product claims and performance statements provided to Accounts in writing by the Company may be used to market REVALÉSKIN products. The Account may not make any other claims, representations or guarantees about the products or the performance of the products in its advertising.
6. Advertising materials and content should not be deceptive to the consumer in any way, including the performance and expectations of the product. All advertising of Company brands and products must be in good taste and supportive of the quality image the Company fosters for its brands.
7. Accounts may not present REVALÉSKIN pricing on any advertisement, publication, website, or other media, whether printed, audio, video or electronic that appears outside of the Account office. This provision applies to any website owned by or managed by the Account. Any presentation of pricing information in violation of this provision may be the basis of the Company withdrawing the REVALÉSKIN product line from the Account.
8. When advertising the Company’s trademarks, in compliance with this Policy, Accounts must show a trademark ownership symbol “™” or trademark registration symbol “®”, as the case may be, after the brands being advertised. The advertising must indicate that Stiefel Laboratories, Inc. is the owner or licensee of the trademark.

9. In advertising the Company's products (to the extent authorized), an Account should identify a product by its brand name and not as a "Stiefel product" or "from Stiefel Laboratories, Inc." STIEFEL® is a registered trademark of the Company and is not to be used interchangeably for Stiefel Laboratories, Inc. or as shorthand to refer to the Company or its products.
10. The designs and images of the Company products are the sole property of Stiefel Laboratories, Inc. and may not be reproduced, displayed or distributed in any form or media, including electronic media, without the Company's specific prior written approval. The display, transmission, marketing, advertising, sale or offering for sale, of the Company's products or their images, or of the Company's trade names or trademarks, by computer, CD-ROM, electronic on-line services, Internet, World Wide Web, television (including television home shopping channels), interactive medium, or any other electronic means or media, is not permitted without the prior written consent of the Company, which may be granted, withheld or withdrawn in its sole discretion. If an Account advertises REVALESKIN products in websites, catalogs, or other virtual shopping outlet, the Account must display full-size images or thumbnails of the Company's products they carry, which images must accurately depict the pattern and color of the REVALESKIN products
11. Photographs, transparencies, data, graphs and artwork owned or licensed by the Company may not be used in advertising without the Company's prior written consent. If an Account has obtained advertising materials from the Company, such advertising materials must be reproduced as supplied by the Company, without any changes unless pre-approved by the Company, and may not be used in conjunction with the advertising of products or services not provided by the Company.
12. Accounts should not state or imply, in advertising or otherwise, that their business enjoys any special status or relationship with the Company or its brands. Any statement or implication of joint venture, franchise, partnership, or ownership arrangement with Stiefel Laboratories, Inc. or any of its subsidiaries or brands is prohibited. Accounts may not make claims of exclusivity regarding the Company's products, whether express or implied.
13. Use of the Company's brand names, trademarks or logos in connection with the manufacture or sale of finished products not supplied by the Company is prohibited. Tags, labels, packaging or advertising material stating "Contains Coffeeberry®" or "featuring Coffeeberries®" for instance, or other words to that effect, are strictly prohibited and constitute trademark infringement. Use of the Company's brand names and trademarks in such fashion is reserved to those firms with current written licensing agreements with Stiefel Laboratories, Inc.

14. It is the responsibility of the Account to comply with all applicable domestic and foreign laws, including applicable laws and regulations of regulatory bodies. The Company will not regularly provide advice on compliance with applicable laws and regulations. However, the Company reserves the right to review all Advertising for compliance with applicable laws and regulations and, if the Company becomes aware of any breach or potential breach of any applicable law or regulation or of these guidelines and advises Account, Account agrees to remove such advertising and cooperate with the Company on revisions to the Material.

Distribution and Handling of REVALÉSKIN

15. Unless otherwise agreed by the Company in writing, the purchase of the Company's products by an Account must be for domestic resale only, and not for export purposes.
16. Accounts may not repackage, reformulate or combine REVALÉSKIN products with other products. REVALÉSKIN products are protected by pending U.S. and international patents.
17. Except as provided Paragraph 20 of this Policy, Accounts may return REVALÉSKIN in accordance with the REVALÉSKIN Returned Goods Policy. The Returned Good Policy provides:

Purchases made either online at wakeupyourskin.com or through any other authorized channel, may be returned for credit. All returns must be shipped to Promotech, 1480 Arthur Ave., Suite D, Louisville, CO 80027. Returned goods shipping charges are the responsibility of the physician. In order to receive a refund, you must obtain a return authorization form. You can obtain this form by calling **(866) REVALE-YOU**. Please include the return authorization form and the unused product with your return.

Product will be credited based on the following guidelines:

- ◆ Product returned with greater than sixty (60) days of expiry dating will be refunded at full purchase price less a five percent (5%) restocking fee.
- ◆ Product returned with sixty (60) days before or after expiry dating will be refunded at full purchase price. No restocking fee will be applied.
- ◆ Product greater than sixty (60) days past expiry dating cannot be returned and purchase price will not be refunded.

Credit will be issued toward your account upon the receipt of returned goods that are accompanied by the required information noted above. Any expedited shipping charges incurred are non-refundable.

In the event that an error was made in the processing or shipping of your order, please contact us at the toll free number listed above within five (5) business days of the receipt of your order.

Rights of Company and Acceptance of REVALÉSKIN Policy

18. The Company reserves the right to withdraw some or all of its lines of products carried by an Account, and to stop doing business with an Account, in the event such Account violates any aspect of this Policy, or in the event such Account's promotional or selling practices are inconsistent with the spirit of this Policy.
19. By clicking the "Yes I accept these terms" button and placing an order for REVALÉSKIN products, you accept the terms and conditions of this Policy and acknowledge the right of the Company to enforce this Policy. Publication or other dissemination of this Policy by the Company, or the receipt by you of this Policy by whatever means prior to placing an order, constitutes sufficient notice to you of this Policy and of the Company's intent to enforce the provisions of this Policy, which is part of the terms and conditions of your doing business with Stiefel Laboratories, Inc. The Company is not obligated to give any warning to any of its Accounts prior to enforcing this Policy as contemplated in Paragraph 18 above.

If you choose not to accept these terms, please click on the "No, I do not accept these terms" button and your order process will be cancelled.

20. In the event that the Company terminates its relationship with an Account or if an Account decides to stop carrying the REVALÉSKIN product, the Account will return all unsold inventory to the Company within thirty (30) days of the date of termination. Account shall be entitled to a full refund for all saleable product returned to Company. Company shall be responsible for the shipping and handling costs associated with the return of product.
21. Any legal or administrative finding or decision or legislative change which makes a term or condition of this Policy void and unenforceable shall not render void or unenforceable any other terms or condition of this Policy.
22. These Terms and Conditions, together with other written agreements that govern the sale, promotion, distribution and marketing of REVALÉSKIN, constitute the entire agreement between you and Stiefel Laboratories, Inc. and replace all prior written or oral understandings, representations or agreements as to the sale of REVALÉSKIN products. This Policy and your obligations under it may not be modified, amended or waived orally. No other terms submitted by you shall be binding on Stiefel Laboratories, Inc. unless signed by an authorized representative of Stiefel Laboratories, Inc. Course of performance or course of dealings shall not affect the interpretation of this Policy.

23. These terms and conditions shall be interpreted in accordance with and governed by the laws, including the Uniform Commercial Code, of the State of New York, without regard to its conflict of laws principles.

The Company reserves the right to modify this policy at any time without prior notice. Any changes in this Policy will be provided to Accounts in writing.

REVALÉSKIN and STIEFEL are trademarks of Stiefel Laboratories, Inc.

COFFEEBERRY is a registered trademark of VDF FutureCeuticals.

© 2007. Stiefel Laboratories, Inc.