

CUSTOMER SERVICE AGREEMENT (Version 2.1 February 19, 2009)

In consideration of IXALT 500 INC., carrying on business as "www.mycycle.ch" ("MyCycle") arranging the filling of my prescription(s), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by me, I hereby agree to the following terms and conditions:

About MyCycle's Services

1. MyCycle maintains a relationship with a network of licensed pharmacies in various jurisdictions throughout the world at which MyCycle's customers may select to fill their prescriptions or non-prescription orders. Each such pharmacy in that network is referred to in this agreement (the "Agreement") as a "Pharmacy" (and any reference herein to "Pharmacies" means any one or more of such pharmacies). Customers may purchase products from one or more Pharmacies in the network.
2. Customers may use MyCycle's website at www.mycycle.ch or contact one of MyCycle's contracted Customer Service Representatives (individually, a "CSR" and collectively, "CSRs") to facilitate customers' purchases. This assistance may include obtaining and transmitting the information necessary for the applicable Pharmacy or Pharmacies to fill customers' order(s).
3. When a customer contacts our website or a CSR, that CSR will quote to the customer a single, all inclusive price for each product, which price will include, without limitation, the cost to the customer of the product quoted together with all service charges, commissions and delivery charges charged by any and all parties connected with the transaction including, but not limited to, MyCycle, the Pharmacy and any delivery service used. Subject expressly to Section 5 below, upon receipt of payment, MyCycle or any entity to which MyCycle delegates the function of receiving and processing payment, will be responsible for allocating the funds amongst the parties accordingly.
4. MyCycle is not itself a pharmacy, and is not selling medications. In every case, customers are purchasing medications from the dispensing Pharmacies. MyCycle will take reasonable steps to determine that any Pharmacy which a customer chooses to fill prescription(s) is licensed under the laws of the jurisdiction where it operates. MyCycle is not responsible, however, for any errors or omissions that the Pharmacy may make. A customer's recourse in that case is against the Pharmacy.
5. In all cases, MyCycle must receive a valid prescription for fulfillment, and in some cases, a prescription must be re-written or co-signed by a Local Doctor (as that term is defined in Schedule "A" attached) in the jurisdiction in which the Pharmacy(ies) filling the prescription(s) operates. In the event a customers' prescription must be so re-written or co-signed, the Local Doctor will evaluate the customers' medical profile and may approve the prescription, but is in no position to modify the product(s) which the customer has ordered. This relationship does not replace the relationship the customer has with his/her Primary Physician (as that term is defined in Schedule "A" attached).
6. MyCycle reserves the right to refuse service to anyone, including previous customers. Such determination shall be made by MyCycle, in its sole discretion. Each Pharmacy retains the same rights.

About My Order

7. I am delivering this Agreement to MyCycle because I wish to place an order for certain medications, on the terms and conditions set out herein.
8. I will comply with the terms and conditions of this Agreement.
9. The sale to me takes place in the jurisdiction in which the fulfilling Pharmacy operates, and I become the owner of the product(s) when the Pharmacy places the product(s) in a container or otherwise completes the steps necessary to prepare it for my use. I am then responsible for personally importing the product(s) to my address in the jurisdiction in which I reside. Any steps connected with transportation are carried out by me or by someone acting as agent on my behalf.
10. The pharmacists, Local Doctor(s) and Pharmacies are located and licensed to practice pharmacy or medicine, as the case may be, in various jurisdictions. All treatment I receive from each of the said pharmacists, physicians and Pharmacies is being received in the jurisdiction in which each such pharmacist, physician or Pharmacy is licensed and/or operates.
11. The additional Terms and Conditions set out on Schedule "A" hereto, which Schedule is hereby incorporated herein by reference, form an integral part of this Agreement, and I acknowledge that I have read such terms and conditions and that I agree to them.

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT (INCLUDING SCHEDULE "A" ATTACHED) AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, SUCCESSORS, ADMINISTRATORS AND ASSIGNS, TO BE BOUND BY THESE TERMS AND CONDITIONS.

Signed this _____ day of _____, 2010.

Please Print Name

Signature

Schedule "A"

ADDITIONAL TERMS AND CONDITIONS

PART I - POWER OF ATTORNEY

- 1.01 I name and authorize each of MyCycle and any Pharmacies which will be supplying products to me, as my agent and attorney for the limited purposes of taking all steps and signing all related documents on my behalf, necessary to complete the sale of product(s) by the applicable Pharmacy to me in the jurisdiction in which the applicable Pharmacy operates, including, without limitation:
- (a) appointing the third party such as a courier or postal service that will act as my agent for the purposes of taking possession of, then delivering to my address, the product(s) I have ordered; and
 - (b) in such cases where a prescription must be re-written or co-signed by a physician (each, a "Local Doctor") licensed to practice medicine in the jurisdiction in which the applicable Pharmacy operates, taking all necessary steps on my behalf to contact such Local Doctor and convey the relevant information that MyCycle or Pharmacy has about me (including the original prescription and my contact information) for his/her review.
- 1.02 Each of MyCycle and any such Pharmacy(s) has the same authority in this regard as I would if I was personally present, taking those steps and signing those documents myself.

PART II - ABOUT ME AND MY MEDICATION(S)

- 2.01 I am of the age of majority in my jurisdiction of residence and I am not restricted from making my own medical decisions.
- 2.02 I will be the only person using the prescription medication(s) which I order and I will use them as prescribed.
- 2.03 I will not order more than a three (3) months' supply of prescription medication(s).
- 2.04 I cannot return the prescription medication(s) or other products which I order, for exchange or refund.
- 2.05 In the case of each and every prescription which I entrust MyCycle to arrange to be filled pursuant to the agreement to which this Schedule "A" is attached (this "Agreement"), I will ensure that I have taken each such prescription medication for at least thirty (30) days prior to my providing MyCycle with my prescription for each such prescription medication.
- 2.06 A physician (the "Primary Physician") duly licensed to practice medicine in the country, province, territory, state, or other applicable jurisdiction in which I reside, will prescribe any prescription medication which I order. Any prescription(s) will be lawfully obtained by me from my Primary Physician, who physically examines me.
- 2.07 I will, to the best of my knowledge, fully and truthfully disclose all pertinent information and documentation required to fill my prescription(s). I will notify MyCycle of any changes to my physical or medical condition by providing an updated questionnaire. It is my responsibility to have regular physical examinations by my Primary Physician, including all suggested tests to ensure I have no medical problems that contraindicate my taking the prescription medication.
- 2.08 I will immediately contact my Primary Physician in the event I experience any unexpected side effect(s) from the product(s) which I order.

PART III - MY INFORMATION

- 3.01 The collection, retention, disclosure and use of my personal health information by MyCycle shall be governed by the privacy policy of MyCycle in effect, and as amended, from time to time, in the reasonable exercise of MyCycle's discretion.
- 3.02 I authorize MyCycle to collect from me, my Primary Physician, a Pharmacy or my pharmacist, and share with any Pharmacy and pharmacists which fill my prescription(s) or any Local Doctor and any agents engaged by MyCycle in connection with the filling of my order(s), my personal health information, for the purposes of facilitating the filling of my prescription(s). Pharmacies may also share my information with each other in order to fill my prescription(s) and promote safety.

PART IV - MISCELLANEOUS

- 4.01 Each time a customer uses the services provided by MyCycle, by such use that customer confirms that he/she has received, read, understood and signed this Agreement and agrees to and accept the terms and conditions hereof. The most current version of this Agreement may be found at www.mycycle.ch.
- 4.02 When possible, any prescription medication which I order will be in original manufacturer's packaging that may or may not be in child resistant packaging,

and I must indicate if I choose or choose not to have child resistant packaging supplied.

- 4.03 A Pharmacy may substitute a generic prescription medication for a brand name prescription medication, where available, unless my Primary Physician has indicated there be no such substitution.
- 4.04 Due to legal restrictions or scarcity, there may be situations in which a product a customer may wish to order is not available.

PART V - RELEASE & DISPUTES

- 5.01 I agree that any and all agreements reached, or contracts formed, throughout the course of my relationship with MyCycle shall be deemed to be made in the Federation of St. Kitts and Nevis (the "Agreed Jurisdiction"), and accordingly shall be governed by the laws of the Agreed Jurisdiction applicable to such agreements and contracts, and I acknowledge that I am benefiting from such laws by engaging MyCycle to arrange for my order(s) to be filled.
- 5.02 Any dispute that arises between myself and MyCycle, its affiliates, related companies, subsidiaries, officers, directors, shareholders, employees or agents, shall be governed by the laws of the Agreed Jurisdiction applicable to contracts formed in the Agreed Jurisdiction, provided that the courts of the Agreed Jurisdiction shall have sole and exclusive jurisdiction over any such dispute, including but not limited to, claims of negligence or malpractice. No action or claim may be brought more than a year after I receive the product(s) which I order.
- 5.03 The dispute settlement provisions contained in this Agreement shall survive regardless of the invalidity of this Agreement in whole or in part.
- 5.04 Where either MyCycle or I am liable to compensate the other, the amount is restricted to recovering those actual losses recoverable by the laws of the Agreed Jurisdiction, and not any punitive or exemplary damages.
- 5.05 Any provision in this Agreement that is invalid or unenforceable shall be deemed to be severable from the other provisions contained in this Agreement.
- 5.06 MyCycle and the Pharmacies disclaim any and all representations and warranties, whether express or implied, with respect to the use of their services.
- 5.07 I release, discharge, indemnify and hold harmless each of MyCycle, the Pharmacies, the CSRs, each of their respective subsidiaries, affiliates, and suppliers, and each of their respective officers, directors, shareholders, agents and employees from any and all liability, claims, causes of action or damages of any kind, whether direct, indirect, consequential, incidental, punitive or otherwise, however caused and regardless of the theory of liability, arising from or due to:
- (a) any act, error or omission on the part of any third party who is appointed as my agent pursuant to this Agreement;
 - (b) the cessation of MyCycle's providing services to me;
 - (c) errors made by prescribing physicians;
 - (d) any problems that arise from my failure to provide full and accurate information in accordance with this Agreement;
 - (e) side-effects I experience from the product(s) which I order;
 - (f) the failure of the product(s) which I order to produce a particular effect that I or my physician expect or desire;
 - (g) any errors or omissions by the Pharmacy that fills my prescription(s); and
 - (h) this Agreement or my use of MyCycle's services except where my loss is caused by MyCycle's own actions (and not those of other persons such as Pharmacies, pharmacist, prescribing physicians, me or my agent) and MyCycle is liable for the loss under the laws of the Agreed Jurisdiction, taking into account all limitations or defences, including those stated in this Agreement.
- 5.08 In the event that I am ordering on another person's behalf, I hereby represent that I have the legal authority to do so, and that all statements made in this Agreement are true with respect to the person on whose behalf I am ordering.
- 5.09 This Agreement constitutes the entire agreement between MyCycle and myself, and MyCycle and I have no additional obligations or liabilities to one another due to any other statements we may have made prior to my agreeing to be bound by this Agreement.