

**INTERNATIONAL EXCLUSIVE DISTRIBUTION AGREEMENT BETWEEN
COMPLETE-PHARMA CO., LTD.
AND XXXXXXXXXXXXXXXXXXXX CO., LTD.**

EXHIBIT B / PRINCIPLE ORDERING TERMS

1. V.A.T., Taxes and Duties.

All prices quote exclude V.A.T., state, federal and governmental taxes and duties, and XXXXXXXXXXXXXXXXXXXX CO., LTD. (Distributor) will be liable for such taxes if applicable.

2. Delivery charges.

All the prices, unless otherwise agreed between the parties, do not include delivery charges (prices are considered FCA–Incoterms 2000 Principal’s Plants). Distributor shall specify the carrier on each purchase order.

3. Purchase Orders.

The Distributor shall submit purchase orders for the Products in writing which, at minimum, shall set forth:

- (a) an identification of the Products ordered (Principal’s catalog number);
- (b) quantity per each product;
- (c) requested delivery date
- (d) any special shipping and packaging instructions; and
- (e) shipping address.

4. Acceptance and Confirmation of Orders.

On receipt of an order, a detailed proforma invoice (Order Confirmation) is faxed to the Distributor as an order acknowledgement.

5. Modifications of Orders.

No accepted and confirmed purchase orders shall be modified or cancelled except upon the written agreement of both parties.

6. Quantities Required.

Products to be purchased by the Distributor must be at least 3,000 units (assorted) per shipment in order to facilitate the storage and shipping conditions of the Products.

7. Complete Orders.

Purchase orders are considered shipped complete when the quantity invoiced is the same as the ordered quantity.

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

DISTRIBUTOR: XXXXXXXXXXXXXXXXXXXX CO., LTD.

By: /s/ XXXXXXXXXXX

Name: XXXXXXXXXXX
Title: XXXXXXXXXXX

PRINCIPAL: COMPLETE-PHARMA CO., LTD.

By: /s/ XXXXXXXXXXX

Name: XXXXXXXXXXX
Title: Managing Director