

TERMS OF PURCHASE AGREEMENT

By purchasing Trademarking Services from Genavieve Shingle Law (“Company”), you (“Client” and collectively, the “Parties”) agree to the following terms of this Purchase Agreement (“Agreement”):

1. SERVICES.

Client agrees to abide by all policies and procedures as outlined in this Agreement. Company agrees to research and advise on registering a specific word or phrase in the United States (“Service”).

2. DISCLAIMER.

Company does not and cannot guarantee that each word, phrase or logo that Client applies for will be approved by the U.S. Government. Client understands that Genavieve is licensed only in the State of New York.

3. STRUCTURE.

Company shall conduct an extensive search to determine whether or not there are any potential issue with filing the application. Company shall advise Client of potential issues and ultimately, it is up to Client to proceed. Once approved, an application for the official trademark shall be completed by Company. Should an Office Action be issues by the government, Company shall reply / respond. Should the application be rejected in full, Company’s work is complete. If Client would like to file an additional trademark, a new agreement and fee shall be completed. This Agreement does not cover any litigation or dispute that occurs during this process. Company does not handle litigation but a referral can be provided.

4. TERM.

A relationship between the Parties shall last until the official Trademark Certificate is received from the Government or the application is rejected (“Term”). Client understands that a relationship with Company does not exist between the Parties after the conclusion of the Service. If the Parties desire to continue their relationship, a separate agreement will be entered into.

Notwithstanding the foregoing, Client has one year from the date of purchase to provide Company with all information necessary to complete an application. After one year, this Agreement is no longer valid meaning an application will not be filed and no refund will be provided.

5. TERMINATION.

Company is committed to providing all clients with a positive experience. By purchasing, Client agrees that the Company may, at its sole discretion, terminate this Agreement and limit, suspend or terminate the Service if Client becomes disruptive or upon violation of the terms. If Client decides to terminate this Agreement, no refunds will be issued.

6. PAYMENT.

Total price of this Service is \$2,000.00. Should Client choose the payment plan option, it is granting Company the right to charge the provided credit card every 30 days. Payment shall be made using Company's merchant account. No refunds will be issued after the purchase of the Product due to its digital nature. By accessing and purchasing the Product through Company's merchant account, Client also agreeing to be bound by its terms.

7. REFUNDS.

Client is responsible for full payment of fees regardless of whether or not the Trademark is officially approved. To further clarify, no refunds will be issued.

8. CONFIDENTIALITY.

This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party during discussions, or otherwise, throughout the Term of this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the date of purchase shall survive the termination, revocation, or expiration of this Agreement.

9. COMPELLED DISLCOSURE OF CONFIDENTIAL INFORMATION.

Notwithstanding anything in the foregoing, in the event that Client is required by law to disclose any of the Confidential Information, Client will (i) provide Company with prompt notice of such requirement prior to the disclosure, and (ii) give Company all available information and assistance to enable Company to take the measures appropriate to protect the Confidential Information from disclosure.

10. NON-DISPARAGEMENT.

Client shall not make any false, disparaging, or derogatory statement in public or private regarding Company, its employees, or agents. Company shall not make any false, disparaging, or derogatory statements in public or private regarding Client and its relationship with Company.

11. INDEMNIFICATION.

Client agrees to indemnify and hold harmless Company, its affiliates, and its respective officers, directors, agents, employees, and other independent contractors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Client's participation or action(s) under this Agreement. Client agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Client's participation under this Agreement, unless expressly stated otherwise by Company, in writing.

12. DISPUTE RESOLUTION.

If a dispute is not resolved first by good-faith negotiation between the Parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety-(90)-days from the date of the initial arbitration demand and shall take place in New York, NY. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety-(90)-day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

13. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of New York, regardless of the conflict of laws principles thereof.

14. ENTIRE AGREEMENT; AMENDMENT; HEADINGS.

This Agreement constitutes the entire agreement between the Parties with respect to its relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to, any provision of this Agreement shall bind either party unless set forth in a writing,

specifying such waiver, consent, or amendment, signed by both parties. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation.

15. ACCEPTANCE.

This Agreement is deemed signed and accepted by Client and Client's electronic click to accept the terms of this Agreement and Client's purchase of the Service.

16. SEVERABILITY.

Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

17. WAIVER.

The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

18. ASSIGNMENT.

This Agreement may not be assigned by either Party without express written consent of the other Party.

19. FORCE MAJEURE.

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

20. CLIENT RESPONSIBILITY; NO GUARANTEES.

Company makes no representations, warranties or guarantees verbally or in writing that the U.S. Government will 100% approve of Client's application. Client understands that because of the nature of the Service, there is an inherent risk of loss of capital and there is no guarantee that Client will reach its goals as a result of the purchase.