

This Purchase Agreement (the "Agreement") dated as provided herein, is made between the purchaser named herein (The "Purchaser") of a hypo-allergenic Pet and LIFESTYLE PETS, Inc., (the "Company"), its successors and assignees, and is dated the date set forth herein.

#### PREMISES

Whereas, the Company sells genetically divergent hypo-allergenic pets (the "Pet" or "Pets") with divergent genes specific to proteins producing allergies in humans.

Whereas, due to pending patents, proprietary technology and other intellectual property, and distribution rights the Company has the rights to produce and sell such Pets worldwide;

Whereas, the Purchaser wishes to purchase such a Pet, as soon as such Pet can be made available by the Company to the Purchaser on the terms and conditions set forth herein, and subject to the contingencies set forth herein;

NOW, THEREFORE, the parties hereto do hereby agree to the following terms and conditions for the herein described transaction.

#### AGREEMENT

1. Payment of Purchase Price. Purchaser agrees to purchase and Company upon receipt of such payment, shall sell one Pet when such Pet can be made available. The cash purchase price of the Pet (the "Purchase Price") shall be the current published retail purchase price to the public at time of purchase (the "Published Price") as described on the Company website at the date this Agreement is completed or other purchase price offered by the Company. If the Company offers Purchaser a discounted price, the Company reserves the right to withdraw this discounted price at any time prior to receipt of discounted payment from Purchaser. Payment is non-refundable and non-transferable.

#### 2. Procedures.

a. Delivery of the Pet. Upon availability of a Pet, allocated at the Company's discretion, the Company shall deliver the Pet to a company-selected airport for collection by Purchaser. Such airports are to be selected at the sole discretion of the Company, and may be any reasonable distance up to 50 miles from Purchaser's residence at the time of Purchase for United States Purchasers or 100 miles from Purchaser's residence at the time of Purchase for non-United States orders. The Company reserves the right to reject a purchase from a Purchaser not within such distance of a company-designated airport, but will attempt to accommodate the Purchaser by designating a convenient facility mutually acceptable to the parties. In the event no such airport is available, the Company reserves the right to return the payment to Purchaser with no interest thereon. Failure by Purchaser to collect the Pet within 1 day after delivery to a company-selected airport or other designated location will result in a boarding and care fee of \$100 per day, in addition to any regular veterinary fees required during this time. Failure to collect the Pet within 3 days after delivery to a company-selected airport or other designated location will result in loss of right to the particular Pet and loss of purchase payment.

b. Characteristics of Pet. Purchaser shall have limited choice as to the color, sex, or hair characteristics of the Pet, such choice to be provided at the Company's sole discretion. The Company may provide that any Pet be spayed or neutered before delivery hereunder, at Company's expense, but the Company shall not be required to spay or neuter and may do so in some, none, or all of the Pets in its sole and absolute discretion. Purchaser agrees to the implantation of a microchip in the Pet, at

the Company's discretion, for identification purposes, but the Company shall not be required to implant such microchip and may do so in some, none, or all of the Pets in its sole and absolute discretion.

c. The Purchaser will be responsible for additional non-standard fees and payments that may result from a change in standard processing, shipping, veterinary, or other reasonable expenses incurred to complete delivery, where such changes occur at the request of the Purchaser.

d. With delivery of a Pet, the Company will provide a health certificate, signed by a certified veterinarian practitioner, as to the good health of the Pet. The content of the certificate shall be selected at the sole and absolute discretion of the Company. The Company will guarantee the Pet against the development of a contagious disease for one week after the delivery of the Pet to Purchaser, provided the Pet is not exposed to another non-human animal during such period and after collection by Purchaser. If the Pet, verifiably without such exposure, develops a contagious disease within one week of its release to the Purchaser, the Purchaser shall choose one of the two following actions:

i. The Purchaser may return the Pet to a company-approved facility in treatable condition with a written statement from a licensed Veterinarian providing full details of the disease suffered by the Pet, along with such veterinarian's statement (in a format supplied by the Company) to the effect that shipment of the Pet to the company-approved veterinarian is medically safe. The Company will then treat the Pet with the assistance/advice of the company's appointed veterinarian at the Company's expense, and return it to Purchaser upon completion of treatment. The Purchaser shall have the option of a replacement Pet (to be provided at any reasonable time but no later than twelve months after the death of the original Pet) from the Company if the original Pet dies or cannot be certified as healthy by a veterinarian (including one appointed by the Company, in its sole and absolute discretion), or may have the original Pet returned when said Pet has been verified as fully recovered by a licensed veterinarian.

ii. The Purchaser may have the Pet treated at a veterinarian of his/her choice, in which case the Company will reimburse reasonable veterinary fees not covered by any veterinary insurance policy associated with the Pet to treat the contagious disease up to but not exceeding 25% of the purchase price of the Pet (excluding shipping and other fees). The Purchaser shall submit proof of such expenses to the Company from the attending veterinarian using a company approved claims form, which expenses shall be subject to the reasonable approval of the Company. The Company shall not be liable for any worsening of the condition of the Pet during or subsequent to such treatment, nor for the death of the Pet subsequent to such treatment.

e. The Pet will be examined and/or treated by a veterinarian selected by the Company for internal and/or external parasites prior to its delivery, and provided with all recommended vaccinations. The Purchaser must continue the parasite control measures and the vaccination schedule as an ongoing necessity for the health of the Pet. Information on such recommended treatment will be provided by the Company to the Purchaser, and failure to adhere to such regimen may, at the reasonable discretion of the Company, void any express or implied warranties of the Company, or any veterinarian engaged by the Company, with respect to the Pet.

f. If the Pet must be euthanized, or dies from natural causes, prior to twelve (12) months of age due to a congenital or inherited problem, the Purchaser shall provide the Company with a written statement from an attending veterinarian. This statement shall list the Pet's full name, sex, microchip or tattoo code, and the date and reason for the Pet's death in a manner reasonably acceptable to the Company and comporting with then-current veterinary standards as interpreted by the Company. In such case, the Company will provide a replacement Pet to the Purchaser within twelve months after such death or as soon thereafter as practicable, which shall be free of charge except that Purchaser shall pay reasonable preparatory and delivery costs including veterinary fees and transportation costs, as determined by the Company. No more than one replacement Pet will be provided, regardless of circumstances, nor shall any refund of Purchase Price be made, regardless of circumstances.

g. The Purchaser accepts full responsibility for the Pet and its actions, which shall be sold and delivered solely as an untrained companion animal, and fully indemnifies, holds harmless and covenants to defend the Company from any cause or action related to this Pet once it leaves the Company's possession.

h. Return Policy. The customer may return the Pet to the Company within 15 days from the date of physical delivery. The Purchaser will pay for the cost of return airline transportation and the Purchaser agrees to cover any costs to physically deliver the Pet to a designated airport and to a designated airline location at the airport. The Purchaser is required to provide the designated airline with the original veterinary health certificate issued by a veterinarian for the original delivery to the Purchaser and Purchaser agrees to retain this certificate upon receipt and provide said certificate to the designated airline for the purposes of returning the pet. In the event that the Purchaser is unable to provide the original veterinary health certificate, Purchaser agrees to request a new certificate from a registered veterinarian and Purchaser agrees to pay all fees required to issue a replacement veterinary health certificate, said fees to be non-refundable.

#### 4. Purchaser's Further Representations and Agreements.

a. Purchaser is entering into this Agreement with the intent of purchasing a Pet for companionship purposes and no other. Purchaser understands that any agreement entered into for any other purpose shall be void from its inception and the Company's obligations and liabilities there under shall be treated as void under the doctrines of fraud and mistake, or any other applicable doctrine.

b. Purchaser is a resident of the locality provided by Purchaser at time of purchase and all the other information thereon is true, accurate and correct as of today's date. Purchaser warrants that he or she has full legal capacity to enter into and perform this Agreement and is doing so on Purchaser's own behalf and not on behalf of any other person, instrumentality, agency or entity. This warranty shall survive the termination of this Agreement.

c. Purchaser hereby agrees to indemnify, release, defend and hold harmless from and against any and all litigation, claim or action commenced in whole or in part in Purchaser's name at any time against Company, its partners, employees, agents, shareholders or contractors in respect of this Agreement, to the fullest extent of the law. If such obligation of Purchaser is unenforceable in whole or in part, this Agreement will be thereupon terminated and Company shall retain Purchaser's payment as liquidated damages.

d. Purchaser shall not sell or transfer any Pet purchased hereunder to anyone other than an immediate family member, and shall not offer to any person the purchase of a Pet or any genetic material from a Pet, the rights Purchaser may have under this Agreement, or any other right related hereto, without the Company's express written authorization.

e. Purchaser agrees to generally house the Pet in a house or building and will refrain from letting the Pet outside of the house or building. Failure to adhere to this condition may, at the reasonable discretion of the Company, void any express or implied warranties of the Company with respect to the Pet.

#### 5. Further Company Rights and Obligations Hereunder .

a. Best Efforts: The Company shall be obligated to use its best efforts to provide a Pet as soon as practicable, pursuant to any intellectual property rights available to it and scientific and legal circumstances, but may suspend the delivery of Pets temporarily or permanently at any time if unresolved scientific problems, animal health issues or legal obstacles shall materially and adversely affect the Company's ability to so perform. This determination shall be made in the sole and absolute

discretion of the Company. There is no time limitation on the Company's obligation to make a good faith, best efforts attempt to deliver a Pet, subject to any legal or practical restrictions.

## 6. GENERAL PROVISIONS.

a. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. An execution of this agreement by the input of data into forms presented on the website of the Company or any of its affiliate or contractor companies shall be deemed valid for all purposes, without regard to the existence of an actual or electronic signature of the parties. The Company's acceptance of a Purchase Payment shall be considered the formation of a binding contract.

b. Notices. All notices, requests and other communications (collectively, "Notices") given pursuant to this Agreement shall be in writing, and shall be delivered by personal service or by United States first class, registered or certified mail (return receipt requested), postage prepaid, addressed to the party at the address set forth below:

If to the Company: 108 WEST 13TH STREET, WILMINGTON, DE 19801

If to the Purchaser: To the Purchaser's address as shown on his/her order.

Any Notice shall be deemed duly given when received by the addressee thereof, provided that any Notice sent by registered or certified mail shall be deemed to have been duly given three days from date of deposit in the United States mails, unless sooner received. Either party may from time to time change its address for further Notices hereunder by giving notice to the other party in the manner prescribed in this section, or, at the option of the Company, via email or entry of data upon a web form which may be provided by the Company for that purpose.

c. Entire Agreement. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter of this Agreement, and any and all prior discussions, negotiations, commitments and understandings, whether oral or otherwise, related to the subject matter of this Agreement are hereby merged herein. No representations, oral or otherwise, express or implied, other than those contained in this Agreement have they been made by the Company. More specifically, information posted on the website(s) of the Company or any of its affiliates or contained in press releases of the Company which may be issued from time to time are for general background purposes only, may inadvertently contain incomplete or inadequate material upon which to base a purchase decision, and therefore should not be used to base a purchase decision.

d. Arbitration and Attorney's Fees. Any dispute between Purchaser and the Company, or the assigns or legal representatives of either, shall be settled by binding arbitration in Los Angeles, California, to be conducted by the American Arbitration Association. If any such arbitration or in any proceeding to confirm or enforce the results thereof, the prevailing party shall recover all of such party's costs and reasonable attorneys' fees incurred in each proceeding, including any and all appeals or petitions therefrom. The foregoing provision shall not affect the interpretation of the limitation on assignments of rights or obligations hereunder by Purchaser.

e. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

f. Void Where Prohibited or Restricted . The Company reserves the right to void or cancel this Agreement at any time prior to the delivery of a Pet to Purchaser, if in the Company's sole and absolute discretion it determines that its execution or

performance of the Agreement is, was or would be violative of any material applicable law or regulation, or would result in any substantial civil or criminal liability to any of the Company, its officers, directors, shareholders, contractors, employees, other agents, successors or assignees, and may so cancel the Agreement at any time by notice delivered to Purchaser as provided herein. In any jurisdiction where the Company is held by a court of competent jurisdiction that the Company is not permitted by law to exercise such right, the Agreement shall be deemed void from its inception and the Company shall be obligated to return the affected Purchase Payment to the Purchaser to the extent of funds available. The Company shall not be obligated to perform this Agreement where enjoined civilly or criminally from doing so.

g. Captions and Construction. The various captions of this Agreement are for reference only and shall not be considered or referred to in resolving questions of interpretation of this Agreement. The language used herein shall be deemed to be the language of the parties chosen to express their mutual intent, and shall not be strictly or narrowly interpreted against either party.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Counterparts executed in electronic form, such as by the completion of a form of the website of the Company or any of its affiliates or contractor companies, shall be considered valid and enforceable as if executed with a handwritten signature. If necessary or desirable under the law of any jurisdiction, in the reasonable discretion of the Company, the Agreement shall be deemed an offer to the Purchaser and Purchaser's paying the Purchase Payment to the Company shall be treated as Purchaser's acceptance of the offer.

i. Business Day. If the last day permissible for delivery of any Notice under any provision of this Agreement, or for the performance of any obligation under this Agreement, shall be other than a business day in the jurisdiction where the action is to be performed, such last day for such Notice or performance shall be extended to the next following business day under the law of the governing jurisdiction. Where the meaning of "business day" is uncertain, business day shall mean a day on which banks are generally open for business on the date in question.

j. Amendment; Waivers. No amendment or modification of this Agreement shall be valid unless in writing and signed by or on behalf of the parties hereto, and further provided, that such amendment shall be ineffective unless in conformity with applicable law. A waiver of any breach of any term, provision or condition of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition.

k. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent be held invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions hereof and the application of such provisions to other persons or circumstances, all of which shall be enforced to the greatest extent permitted by law.

In witness whereof, the parties have executed this Agreement as of the date first set forth above or as otherwise dated in an electronically executed version of this Agreement, as same may be presented on the website of the Company or any affiliate.