

PRODUCT AGREEMENT

Order Number: E9456271B0

This Agreement (this "Agreement") is made effective as of January 25, 2017, between Millan Industries, of 729 Los Angeles St, Los Angeles, California 90028 ("Seller"), and Pets Adore, of 1275 Wiltshire Blvd, Los Angeles, California 90214 ("Buyer"). Seller agrees to sell, and Buyer agrees to buy, the following products (the "Goods") in accordance with the terms and conditions of this Agreement:

1. **THE ITEMS BEING PURCHASED** - Description: Untangled Leashes. First product of its kind where the leash doesn't tangle around itself or other leashes. Quantity requested by the Buyer is 1,000 Untangled Leashes. Price agreed upon Seller and Buyer is \$25 dollars per unit. Total Price is \$25,000 dollars.
2. **PRODUCT STANDARDS** - The Goods shall comply with the specifications discussed by Ulysses Millan (Assistant Vice President) and Jen Smith (Vice President of Marketing). Untangled Leashes will and shall not get tangled with other leashes.
3. **PAYMENT** - Payment shall be made to Millan Industries, 729 Los Angeles St., Los Angeles, California 90028, on or before February 27, 2017. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 30 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right provided by law, if the Buyer fails to pay for the Goods when due, the Seller at its option may treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and seek legal remedies.
4. **TIME OF THE ESSENCE** - Millan Industries will deliver all goods expected by the seller on or before January 27, 2017.
5. **TAXES** - The Buyer agrees to pay for all the taxes that arise as a result of this sale.
6. **WARRANTIES** - Seller warrants that the Goods shall be free of substantive defects in material and workmanship. The Seller makes no warranties, expressed or implied, except as specifically stated above. Seller's liability, if any, for defective Goods, is limited to replacement, repair or refund of the defective Goods, at Seller's option. Seller agrees to compensate, hold harmless, and protect Buyer, its affiliates, successors, assignees, customers, and users from any and all claims, demands, suits at law or equity, and all expenses including attorneys' fees, involving infringement or alleged infringement of any patent, trademark, or copyright resulting from the purchase, use, or sale of the Goods.

7. **TERMINATION FOR CAUSE –**

- A.) The failure to make a required payment when due.
- B.) The insolvency or bankruptcy of either party.
- C.) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- D.) The failure to make available or deliver the Goods in the time and manner provided for in this Agreement.

In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Agreement if the default is not cured within Ten days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

8. **FORCE MAJEURE** - If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control, and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party shall be suspended to the extent necessary by such event. The term Force Majeure shall include acts of God or public enemy; Acts or omissions by any government entity; Fire; Quarantine or epidemic; strike or defensive lockout; and Unusually severe conditions.
9. **ARBITRATION** - Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties or mutually agreed upon by the parties. All documents in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served.
10. **CONFIDENTIALITY** - Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. If requested by an owner by an owner, all documents relating to the confidential information will be returned to such owner.
11. **ASSIGNMENT** - Neither party may assign or transfer this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **APPLICABLE LAW** - This Agreement shall be governed by the laws of the State of California.

13. **COSTS AND ATTORNEY FEES** - In the event a lawsuit, arbitration or mediation is initiated by either party, the party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.

This Agreement shall be executed on the behalf of Pets Adore by Jen Smith, its Vice President of Marketing, and on behalf of Millan Industries by Ulysses Millan, its Assistant Vice President.

BUYER: Jen Smith

PETS ADORE

January 25th, 2017

Signature: JEN SMITH

SELLER: Ulysses Millan

MILLAN INDUSTRIES

January 25th, 2017

Signature: ULYSSES MILLAN