

CUSTOM EVENT DRESS PURCHASE AGREEMENT

This is a contract for the sale of a wedding dress between LENA BERISHA AT God Is Love Boutique LLC, a Florida limited liability company (hereinafter "LENA BERISHA AT God Is Love Boutique") and [Client Name] (hereinafter "Client"), collectively referred to as the "Parties". This Purchase Agreement (hereinafter "Agreement") is made as of _____, 2022, (hereinafter the "Effective Date").

The Parties further agree to the terms set forth below.

1. Scope of Sale. Client hires LENA BERISHA AT GOD IS LOVE BOUTIQUE to provide services related to the Sale (the "Sale") of a couture wedding dress to Client. This sale may include, but is not limited to:

- Sale of Couture Wedding Dress
- Phone Consultation

2. Client Obligations. The following are obligations of the Client:

Shipping Address. Client is responsible for making sure the shipping address is a safe and trusted location for delivery. Once Lena Berisha ships the dress it is not responsible for its safety or proper delivery.

Measurements. As this is an online transaction, The Client is responsible for obtaining her own measurements and for ensuring the measurements are accurate. Upon receiving the deposit, LENA BERISHA USA AT GOD IS LOVE BOUTIQUE will request your measurements. If measurements are not emailed to LENABERISHAUSA@GMAIL.COM within 48 hours of paying the Initial Deposit, shipping may be delayed. The Client has the option to send in the measurements, attend a popup shop or otherwise have a seamstress measure her. Once the measurements have been turned in, it is the Client's responsibility to maintain the submitted measurements.

3. Delivery Of Sale. The Client must pay the total amount of the dress three (3) weeks before the dress is shipped to the Client. If measurements are not emailed to LENABERISHAUSA@GMAIL.COM within 48 hours of paying the Initial Deposit, shipping may be delayed. Client is responsible for making sure the shipping address is a safe and trusted location for delivery. Once Lena Berisha ships the dress it is not responsible for its safety or proper delivery.

Risk of Loss. Unless LENA BERISHA AT God Is Love Boutique agrees otherwise in writing, LENA BERISHA AT God Is Love Boutique shall deliver the selected dress from the Lena Berisha facility from which the goods will be shipped. Client is responsible for making sure the shipping address is a safe and trusted location for delivery. Once Lena Berisha ships the dress, liability passes to the Client and Lena Berisha is not responsible for its safety or proper delivery of the dress.

Shipping. Shipping, delivery and performance dates are estimates only, calculated from the date of receipt of Client's order and complete drawings, specifications, designs, samples and other information reasonably requested by LENA BERISHA AT God Is Love Boutique to manufacture the goods and perform the sale, and time is not of the essence. LENA BERISHA AT God Is Love Boutique shall not incur any liability, direct or indirect, nor shall any order be canceled because or as a result of any delays in meeting such dates or schedules. LENA BERISHA AT God Is Love Boutique shall have the right to determine the method of shipment and routing of the goods, unless otherwise stated in LENA BERISHA AT God Is Love Boutique's quotation or acknowledgment.

Insurance. All risk of loss of, damage to, or destruction of the dress shall at all times be borne by Client. Client will procure forthwith and maintain applicable insurance with extended or combined additional coverage on the Collateral for the full insurable value thereof for the life of this Agreement and any scheduled deliveries plus such other insurance as LENA BERISHA AT God Is Love Boutique may recommend or specify, and promptly deliver each policy to LENA BERISHA AT God Is Love Boutique with a standard long form endorsement attached showing LENA BERISHA AT God Is Love Boutique, the Client or assigns as additional insureds and loss payees. Each insurer shall agree by endorsement upon such policy issued by it or by independent instrument furnished to LENA BERISHA AT God Is Love Boutique.

4. Returns. Should you need to return the dress for any reason, you may return the dress to the shipping address provided by LENA BERISHA AT GOD IS LOVE BOUTIQUE during your consultation. Please do not utilize any unauthorized return address.

5. Quality Control. Client agrees that any use of the trademarks included in the Licensed IP must comply with all quality control standards and usage guidelines as may be reasonably established by Lena Berisha, and must generally conform with good trademark usage. Lena Berisha will only ship quality products and expects Clients to receive them in the same condition.

6. CHARGEBACK POLICY. The Company reserves the right to charge a fee "chargeback fee" if a chargeback is placed with your credit card company (either

intentionally or unintentionally) for any deposit made to your account. The chargeback fee will be comprised of the “administration fee” of \$2,000.00 and the fee of \$1,500.00. The Admin Fee will be used to cover all investigative expenses to prove that the deposit was made by the Client upon receiving the chargeback from the Company’s merchant provider/payment service provider and the Chargeback Fee is used to cover the fee charged to the Company during this process. In case of pre-arbitration, additional fees may apply from the card processor. This fee will be used to cover all investigative expenses to prove that the deposit was made by you upon receiving the chargeback from our merchant provider.

a. All fraud including credit card fraud will not be accepted by the Company and as such will be fully investigated and pursued under the applicable laws to its fullest extent. Any losses resulting on the Client’s behalf will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource and loss of income.

The Company maintains a monitoring system for fraudulent activities and any transactions that are detected are immediately canceled along with any orders associated with the transaction. The Company has at its disposal a database of black listed users to prevent any possible fraudulent activity.

b. Any chargebacks made to the Company will be regarded as fraudulent if no attempt is made by the Client to help solve any issues related to a deposit. All unnecessary chargebacks result in costs for the Company and therefore:

- (a) When suspicious activity relating to any deposit is detected by the Company, the respective deposit will be placed as ‘Pending’ and fraud detection checks will be performed during this time. Access to the Client’s account will also be temporarily prohibited in order to reduce the Client’s exposure to risk.
- (b) All reviews are generally completed within four business days; however, it may take longer for those deposits posing a potentially higher risk as more extensive fraud detection checks will be performed by the Company’s compliance department. As a backup precaution, the Company may also make direct contact with the Client. The deposit will be immediately canceled and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk. In addition, it is at the Company’s sole discretion to close any (and all) of the Client’s accounts with the Company in such cases. Any active orders will be canceled immediately if associated with the same fraudulent credit card and/or account.
- (c) Any chargeback case that is made against the Company and is not successful will result in the sum being reimbursed to the Company along with charges for research and processing totalling 400 USD (the ‘200 USD research fee’ as mentioned above and an additional ‘200 USD administrative processing fee’). Through this Agreement the Client hereby gives permission for any charges to be made to the Client’s credit card; if these charges are in anyway disputed, the

Company reserves the right to take any legal action necessary in order to recover any losses associated with these claims.

- (d) Any charges that are made against the Company and result as inconclusive will be passed to a third party agency for collection and the appropriate credit bureaus will be informed of the Client's actions, leading to the Client's credit rating being affected for a minimum period of 7 years. Once the case reaches this stage, no settlement of the Client's debt will be accepted, the Company will only accept full payment. Company's local police department will also be informed and all necessary action will be taken in accordance to the applicable law.
- (e) In addition, the Company will exercise its right to block its Platform and terminate Client(s) Account. Consequently, any profits or revenues may be seized and the Company reserves the right to inform any third party. The Company is continually developing tools to monitor any fraudulent activity and any cases from such activity will be decided on by it and any decision made shall be final and non-negotiable.
- (f) The Company reserves the right to deduct the disputed amount until any investigation from the Company's side is completed.

c. Fraud is taken very seriously by the Company, all IP addresses are monitored and logged and any fraudulent chargebacks will be investigated fully under the law.

d. Intellectual Property Rights. The Company and its subsidiaries own or possess adequate rights or licenses to use all material trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and rights of Lena Berisha necessary to conduct their respective businesses as now conducted. The Company and its subsidiaries do not have any knowledge of any infringement by the Company or its subsidiaries of trademark, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secret or other similar rights of others, and, to the knowledge of the Company, there is no claim, action or proceeding being made or brought against, or to the Company's knowledge, being threatened against, the Company or its subsidiaries regarding trademark, trade name, patents, patent rights, invention, copyright, license, service names, service marks, service mark registrations, trade secret or other infringement; and the Company and its subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing.

7. Payment Terms

Payment. ALL PURCHASES AND PAYMENTS ARE NON-REFUNDABLE AND NON-EXCHANGEABLE. LENA BERISHA AT GOD IS LOVE BOUTIQUE charges \$ ____

_____ total for the Sale described within this Agreement. Please email LENABERISHAUSA@GMAIL.COM to request a payment plan.

Initial Deposit. The Initial Deposit of \$ _____ is due on: _____
. THE DEPOSIT MUST BE PAID IN FULL BEFORE THE ORDER IS PLACED. IF DEPOSITS IS NOT COVERED WITHIN 30 DAYS, THE CLIENT MAY LOSE PROMOTIONS AND SHIPPING MAY BE DELAYED.

Installment Payments. Installment payments may only be paid via Venmo (@LENABERISHA). The Client shall pay in installments according to the following schedule:

INSTALLMENT NO. 1 OF \$ _____ Due On: _____
INSTALLMENT NO. 2 OF \$ _____ Due On: _____
INSTALLMENT NO. 3 OF \$ _____ Due On: _____

All Installment Payments must be paid in full three (3) weeks before the dress will ship to the Client.

In the event any payment is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

Method of Payment. **LENA BERISHA AT GOD IS LOVE BOUTIQUE** accepts almost all methods of payment and will send Client an electronic invoice for all payments or the Client may remit payment via Zelle to lenaberishausa@gmail.com.

Late Fees. For every [No.] ([30]) days Client fails to make timely payment according to the above terms, LENA BERISHA AT GOD IS LOVE BOUTIQUE may autocharge, if applicable, and Client agrees to pay for said applicable autocharge, a late fee equal to ten percent (10%) of the outstanding payment amount.

Refunds. Once the Sale has been completed by LENA BERISHA AT God Is Love Boutique, no refunds are available. However, should either party terminate this Agreement while LENA BERISHA AT God Is Love Boutique is in the process of completing those Sale, the Client may be entitled to a partial reimbursement based on LENA BERISHA AT God Is Love Boutique's level of completion at the time of the termination, to be determined at LENA BERISHA AT God Is Love Boutique's discretion.

8. Legal Action. Owner will maintain sole control and discretion over the prosecution and maintenance with respect to all rights, including all intellectual property

rights to the Licensed IP. Owner will have the primary right, but not the obligation, to bring and control any litigation, enforcement action, proceeding, or other legal action (collectively, the "Action") against any unauthorized use, infringement, misappropriation, dilution or other violation of the Licensed IP. Client agrees to cooperate with Owner in any Action that Owner may undertake to protect the Licensed IP, and upon Owner's request, Client will execute, file, and deliver all documents and proof necessary for that purpose, including being named as a party to the Action as required by law. Owner will be entitled to retain the entirety of any award arising from any Action. Client may participate and be represented in any Action by its own counsel at its own expense. Client will have no claim of any kind against Owner based on, or arising out of Owner's handling of, or decisions concerning, any Action, settlement or compromise.

9. Representations & Warranties. The Parties warrant and represent that they are free to enter into this Agreement and have the authority to do so. Owner represents and warrants that: (a) Owner owns and/or controls the rights granted to Client in this Agreement and Owner has the right to grant such rights and to enter into this Agreement; (b) to the best of its knowledge the Licensed IP does not infringe upon or violate (i) any copyright, patent, trademark, or other proprietary right of a third party or (ii) any applicable law, regulation, or non-proprietary right of a third party; and (c) Owner has no knowledge of any claim which, if sustained, would be contrary to Owner's warranties, representations, and obligations contained in this Agreement. Client acknowledges that: (a) Owner is providing Licensed IP to Client on an "as is" basis without warranty of any kind; (b) Owner has not prepared or modified the Licensed IP to meet any specific requirements or specifications of the Client; (c) Owner makes no representations or warranties as to LENA BERISHA AT God Is Love Boutique, use, sale or other exploitation of the Licensed IP by the Owner or any third party. Client represents and warrants that Client will comply, and ensure its Affiliates comply, with all local, state, federal and international laws and regulations relating to the development, manufacture, use, sale, importation and exportation of Licensed IP.

10. Indemnification by Owner. Owner will under no circumstances, be obligated to indemnify, defend, or hold Client, its Affiliates, or respective representatives, officers, directors, stockholders, employees or agents harmless from any liability, claims, demands, causes of action, judgments, damages, or expenses (including reasonable attorneys' and experts' fees and costs) arising out of or as a result of Client's or its sub-Clients' use of the Licensed IP under this Agreement.

11. Indemnification by Client. Client agrees to indemnify, defend, and hold Owner, its Affiliates, and its respective representatives, officers, directors, stockholders, employees, and agents harmless from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' and experts' fee and costs) arising out of or as a result from Client's or its sub-Clients' use of the Licensed IP other than any third party claims covered by this Agreement. Client will not be obligated to defend or hold harmless Owner in the event that any claims, demands, causes of action, judgments, or expenses arose out of willful misconduct, gross negligence, or bad faith by Owner.

12. Limitation of Liability. EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY AFFILIATE OR OTHER THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SALE. THIS LIMITATION OF LIABILITY MAY NOT BE LENA BERISHA AT GOD IS LOVE BOUTIQUE LID IN SOME STATES. CLIENT MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. OWNER DOES NOT SEEK TO LIMIT CLIENT'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

13. Termination. Either party may terminate this Agreement immediately upon delivery of written notice to the other party specifying clearly the grounds for termination if the other party commits a material breach of its obligations under this Agreement and fails to cure the breach within thirty (30) days after written notice of the breach is received by the breaching party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

14. Assignment. Client agrees that Client will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any of the Licensed IP, or other rights or obligations under this Agreement. Any such purported assignment, transfer, or delegation shall be null and void.

15. Waiver. No waiver of any default by any party or parties to this Agreement shall be implied from any omission by a party or parties to any action on account of such default. If such default persists or is repeated, no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated.

16. Severability. If any provision of this Contract shall be declared void or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

17. Modification by Subsequent Agreement. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

18. Mediation. The Parties agree to try to settle all disputes between them through mediation before initiating any arbitration, litigation, or other dispute resolution procedure. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than thirty days after the date of sale of the initial notice, unless otherwise agreed by the parties and

mediator. Each party shall bear its own fees and costs for the mediation. The parties agree to mediate San Diego County, California.

19. Governing Law. . This Contract shall be governed by and interpreted under the laws of the state of [State].

20. Venue. The Parties agree that any dispute that may arise as related to this Agreement shall be brought in a court within [County].

21. Sole and Only Agreement. This Contract contains the entire understanding between the parties with respect to the subject matter and supersedes any and all other prior written Contracts and understandings (whether oral or written) between the parties. No amendment or modification of this Contract shall be effective unless executed in writing by both parties.

22. Counterparts. This Agreement may be executed in counterparts, and if so executed and delivered, all of the counterparts together shall constitute one and the same Agreement. A facsimile signature may be treated as an original, and each party agrees to deliver to the other party an original executed Agreement within seven (7) days of execution.

I, undersigned Client, hereby warrant that I am of full age and have every right to contract in my own name in the above regard. I state further that I have read the above authorization and release prior to the execution and that I am fully familiar with its contents.

Date: _____, 2022

Date: _____, 2022

LENA BERISHA GOD IS LOVE BOUTIQUE LLC

[Company Name]

By: _____

Alexis Blount Owner

LENA BERISHA AT God Is Love Boutique LLC

By: _____

[Owner Name], [position] at

[Company Name]

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