

Purchase Agreement

This Purchase Agreement (the 'Agreement') is entered into by and between Allergies Lifestyle & Health, LLC ('Seller' or 'We'), a Washington limited liability company, and the purchaser of a product offered by Seller ('Buyer' or 'You'). By purchasing a product of Allergies Lifestyle & Health, LLC, You agree to these terms.

1. Products and Pricing. The Seller is the originator and producer of the products offered for sale on the website alhvials.com ('Products'). The Seller shall transfer its products to Buyer on payment terms detailed on a separate invoice.

2. Retained Rights. Notwithstanding a Buyer's purchase of a Product, Seller reserves all intellectual property rights to its Products and proprietary technology, including, but not limited to, the creation and communication of energetic signatures, ('Know-how') provided to the Buyer.

3. License. Seller grants to Buyer a nonexclusive, nontransferable, limited license to Seller's Know-how to the extent such Know-how is necessary to use the Products to treat Buyer's patients and clients, for example, by testing for sensitivities relating to allergy stress syndrome and other stress related syndromes, and for testing for vitamin deficiencies and other related adaptive stress syndromes.

4. Use of the Products and Know-how Limited. Buyer agrees to use the Products and the Know-how for their intended purposes only. Buyer shall not duplicate, sell, convey, profit from, or otherwise use or transfer the Products and Know-how, except in a limited, individualized manner with respect to treating Buyer's patients for therapy. Buyer agrees that he or she will not resell or reproduce the Products or Know-how for sale to the public in any country. Further, Buyer shall not disclose information or otherwise engage in any conduct or transaction that could result in a third party, regardless of location, obtaining Seller's proprietary technology.

5. Not Medical Products. Buyer acknowledges that Seller's Products and Know-how are not intended to diagnose or treat any disease or medical condition, and Seller makes no warranties with respect to the Products and Know-how.

6. Replacement for Damaged Products. Buyer shall be obliged to inspect the Product(s) immediately upon delivery and to report any damage to the shipping agent. Buyer shall notify Seller of obvious defects, including but not limited to damages resulting from transport, in writing without delay, in any event within 3 calendar days of receipt of the delivery. Upon return of the damaged Product(s) to Seller, Seller shall replace the damaged Products: a) if notified within 3 calendar days of receipt of delivery to Buyer; and b) if the damage was not caused by Buyer's mishandling of the Products (see paragraph 7). After 3 calendar days, Buyer forfeits any right to replacement or refund.

7. Products are Perishable. Buyer is hereby advised that the Products are perishable, and must be handled and stored with care. In no event should the products be exposed to magnets or temperatures below 32 degrees Fahrenheit or above 120 degrees Fahrenheit.

8. Force Majeure; Impossibility. Seller agrees to make good faith efforts to obtain and distribute the Products Buyer purchases. However, Buyer acknowledges that circumstances outside of Seller's control, for example, pandemic or other public health catastrophe, emergency laws, and supply chain disruptions, may obstruct Seller's good faith efforts to transfer the Products to Buyer. Seller shall not be deemed to have breached this Agreement for delay of transfer or circumstances that render Seller's delivery of Products impossible. Buyer is encouraged to consider that such circumstances may make it difficult or impossible to use purchased Products for Buyer's desired use. Nevertheless, no refunds will be given for Products delivered to Buyer.

9. Remedies. Buyer acknowledges that Seller would suffer extensive damages and irreparable harm, the extent of which would be difficult and uneconomical to determine, if Buyer, or its agents or employees, breach this Agreement. As such, Buyer shall pay liquidated damages in the amount of \$50,000.00 (fifty thousand dollars) for each violation of this Agreement's terms. The parties hereby acknowledge and agree that the sum of \$50,000.00 (fifty thousand dollars) per violation constitutes reasonable compensation to Seller for a breach of this Agreement. Notwithstanding the foregoing, the provisions of this Agreement relating to liquidated damages shall not limit remedies that may otherwise be available to Seller in law or equity; and Seller shall be entitled to recover its attorney fees and legal costs to enforce this Agreement or to recover damages under this Agreement. Damages due to Buyer under this Agreement shall be limited to the amount Buyer paid or owes to Seller for the Product(s) and Know-how.

10. Indemnification. Buyer shall indemnify Seller and its directors, officers, employees, and agents, and hold each of them harmless from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) in connection with any and all suits, investigations, claims, or demands of third parties arising from or occurring as a result of: (i) the use of Seller's Product or Know-how; (ii) Buyer's breach of this Agreement, including the enforcement of Seller's rights under this paragraph 9; and (iii) the negligence or willful misconduct on the part of Buyer or its agents, successors, and assigns with respect to the Products or Know-how.

11. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR GRANTS ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

12. Assignment. Buyer shall not assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, in whole or in part without the prior written consent of Seller, which consent shall not be unreasonably withheld.

13. Dispute Resolution. If a dispute arises between the parties in connection with or relating to this Agreement or Seller's Products or Know-how, the parties agree to attempt mediation

through Center for Dialogue & Resolution in Pierce County, or a similar organization, before resorting to arbitration or litigation.

14. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law and if the rights or obligations of either party under this Agreement will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and (iii) the remaining provisions of this Agreement shall remain in full force and effect.

15. Governing Law; Jurisdiction; Venue. The laws of the State of Washington shall govern this Agreement. By entering into this Agreement, Buyer submits to the jurisdiction of the courts of the State of Washington. The venue for any action to enforce this Agreement shall be Pierce County, Washington.

16. Waiver and Non-Exclusion of Remedies. The waiver by either party hereto of any right hereunder or of the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other party whether of a similar nature or otherwise. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by applicable law or otherwise available except as expressly set forth herein.