

AGREEMENT

This AGREEMENT is entered into by MD Creations LLC, a corporation headquartered in Delaware, USA, the holder of trademark EverDear & Co. (hereinafter “we”, “us” or “our/ours”), and the company or individual named on the enclosed Purchase Order Form (“you” or “yours”), individually each a “Party” and collectively the “Parties”. This Agreement is governed solely by the provisions of this document and the accompanying Purchase Order Form and any amendments or modifications thereto (the “Agreement”). By agreeing to or signing the attached Purchase Order Form, including electronically, the terms of this Agreement are agreed to as follows:

ARTICLE I

Services and the Process

The carbon source materials you will provide will be transported to our laboratory for carbon refinement to make a memorial diamond. You authorize us and our partners to transport and use all the carbon source samples you provide. You agree that any remains you provide beyond what is necessary for the diamond creation process will be cremated separately in a mini furnace and will not be returned.

The average time from the date of deposit settlement to the delivery of a diamond up to 1 carat is nine (9) calendar months; additional three to six(3-6) months may be required for 2 and 3-carat diamonds, and the order of products may be extended by an additional two (2) months if you have ordered additional services. You understand that the production period is largely determined by the size being ordered and other orders in queue at the time, and there may be variation in delivery times ranging from approximately three (3) months to approximately twelve (12) months. The diamond production and additional services together hereafter will be referred to as the “Process” and the product to be delivered as the “Product”. We will provide photos of the Product once the Process is complete.

Every Product is accompanied by an authenticity guarantee confirming its carbon sources, certifying the diamond’s 4Cs, and guaranteeing the jewelry setting metal and weight. Additional fees will apply if you want the Product certified by an independent gemological institute.

ARTICLE II

Samples

You must provide us with a sample of hair or ashes. The sample shall be sent to the address provided in the ordering instructions document in a secure sealed plastic container or bag.

You agree that any samples of hair you provide for the purposes of creation of the Product will be subjected to the Process. You agree and understand that samples going through the Process to create the Product will incontrovertibly lose their original structure and cannot be returned to their original state.

You agree and understand that we will use the samples in accordance with our internal procedures, including, but not limited to: transportation, analysis, extraction of microelements for the purposes of creation of the Product, standby storage, etc.

ARTICLE III

Payment

You agree to pay at least 50% of the total amount of the product price as well as the full amount of sales tax (tax rate refers to your shipping address) within 7 days from the date that we confirm receipt of the hair and/or ashes sample. This deposit is non-refundable and, upon receiving the deposit, the Parties agree to not amend or in any way change the details on the Purchase Order Form.

We will present you with pictures of the final product in accordance with the schedule under the "Process" section of this Agreement plus any "Delays" that are applicable. The final payment of the outstanding balance is due within seven (7) days of the presentation of these pictures. Delivery of the Product will not be arranged until the outstanding balance is paid.

If we do not receive a payment within the timeframes stated in this article, we may assess a penalty of 1% of the order value per calendar day up to the maximum amount allowed by law. If you have not paid an invoice for more than 90 days, we may refer the collection of the unpaid amount to an attorney or collections agency. In the event your unpaid invoices are referred to an attorney or collections agency, you will pay all reasonable attorneys' fees or collections agency fees.

ARTICLE IV

Acceptance as Delivered

All parcels must immediately be opened upon receipt of the Product to verify that the Product contained in the parcel is untampered with and undamaged, without visible defect on the Product, including the mounting and the jewelry settings. Any irregular situation of the product should be informed to us as soon as possible. You acknowledge that if you fail to do the inspection of the product and the defect claim in a reasonable time, the subsequently found product loss, defect or damage may not be able to be claimed and the Product will be considered as accepted.

Every Product is unique due to the unique chemical composition of the materials. As such, grading results may vary along with the following ranges: Cut - from excellent to poor; Clarity - from VVS to I; Color - from D to Z (colorless, light yellow, or light blue); and Carat – 1/20 and up. You acknowledge that the 4Cs grading of the Product may come in the above ranges.

You agree to accept all the possibilities of the 4Cs grading for the Product and to accept the Product as delivered.

You understand and agree that the Product size may exceed or may not meet the specified carat in the order forms. If the actual carat created during the Process is smaller than the minimum size of the ordered carat range, we will refund you this loss according to the proportion of the Product's carat at the lowest number of the ordered carat range. Products exceeding ordered carat range will be delivered at no additional charge. The Product remains our property until the balance is settled. Discrepancies between the Product and what is stated on the Purchase Order Form neither constitute a breach of our obligations nor constitute grounds for refusal of the Product.

ARTICLE V

Loss in Transportation

We are not liable for any samples lost or damaged during transportation from you to us. We agree to promptly notify you if there is any material lost during transportation. You agree to supplementary materials, though we will neither charge nor credit you for such a loss, but the

schedule will be extended in accordance with the “Delays” article of this Agreement. We strongly recommend you use a secure and reliable registered mail delivery service. The shipment of the final product is carried out by a third-party logistics company (FedEx or USPS) commissioned by us. The title, liability, and risk of loss for the Product will transfer to you at the time when we hand over the goods to the carrier. We are not liable for any loss or damage or delay in transit, and all claims must be filed against the transportation company. Nevertheless, after collecting a handling fee, we can provide assistance service to our customers, act as your agent in making any necessary claim, and try our best to help you to recover the loss.

ARTICLE VI

Loss in Creation

You understand that there are various reasons why we might be unsuccessful in creating a diamond from the material supplied due to the complex Process. We will promptly notify you in the event of the failure of the process for any reason and if we are not able to restart the creation process from the remaining materials. You then have the option of either supplying an additional sample for us to try the process again or to receive a full refund of your prepayment. If you choose the refund then you agree that the price of your prepayment will be the maximum amount we refund and we will not pay any additional compensation for your damages or losses. Regardless of which option you chose, we will be unable to return the original sample or any of its components.

ARTICLE VII

Warranty

We will perform the Process in a competent and workmanlike manner and in accordance with acceptable industry practices. We provide neither warranty nor guarantee for lost or damaged Products once in your possession.

THE EXPRESS WARRANTY AND REMEDY SET FORTH IN THIS ARTICLE IS EXCLUSIVE AND NO OTHER WARRANTIES OR REMEDIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. THERE ARE NO IMPLIED WARRANTIES AGAINST REDHIBITORY DEFECTS, VICES, OR DEFECTS, HIDDEN OR OTHERWISE.

The foregoing Warranty is available only to the person who purchased the covered product from us. Maintenance, repair, sizing or other service performed by someone other than the company will void your Warranty.

You understand that the obligation to maintain and care for the Product has been transferred to you at the time of delivery. We are not responsible for the subsequent problems result from your improper wear. We recommend having your diamond jewelry cleaned and inspected every six months or if it undergoes any potential trauma. Inspections may help prevent the loss of a stone and extend the life of your jewelry.

We do not provide warranties for damage due to normal wear, product loss, loss of stones or theft. Damage or loss that results from failure to obtain repairs necessary to maintain the integrity of the product and the defects occurred after the acceptance of the product are also not covered.

The common jewelry issues that are not covered by the warranty include but are not limited to:

- Discoloration due to exposure to chemicals, make-up, swimming pools, hot tubs or bathing.
- Prongs and precious metals, in general, wear over time and may require “building up” or restoration work as normal wear.
- Bent, caught or worn out prong(s) allowing a stone to fall out or be lost due to normal wear or other damage.
- Lost stone or a stone has fallen out due to chipping or breaking caused by normal wear or other damage.

If a damage of the jewelry occurred, repair services are available at cost. You can send the damaged jewelry to our assigned address and we will repair your jewelry mounting and pay for the return shipping.

We will not be liable to you for any loss or damage relating to any portion or component of the Product which is sustained after the expiration of the warranty period pertaining to the Product. You will have waived your right to initiate dispute resolution under this Agreement or under any cause of action relating to the subject matter of the invoice, Purchase Order Form and/or this Agreement unless you commence such procedures within

one year from the date on which you sustained the loss or damage which is the subject of the dispute.

You warrant that you have a clear and proper title and ownership to the samples you provide and that the samples have not been encumbered by any third parties' claims. You warrant that no consent of third parties is required to use samples for the purposes of creation of the Product. In the event of any claims and/or disputes connected to the right to the samples, then you both agree to settle all such claims and/or disputes at your own expense and to indemnify us in the event we are included in such a claim and/or dispute.

ARTICLE VIII

Delays

Any estimated time of completion given by any representative or staff of the Company shall in no way be regarded as a binding promise or guarantee. You acknowledge that any estimated time of completion given by the Company or its staff is only an average period estimated according to their experience and all the previous information provided. This estimated time may be further delayed due to technical issues, logistics delays, holiday schedules, supply chain crisis or any other matter. The company holds no responsibility for any damage caused to the Purchaser or any other party by the delay of the order completion.

We will not be in breach of this Agreement as a result of any delay in performing our obligations if such delay is due to acts of God, war, acts of a public enemy, civil disorder, riot, sabotage, governmental action or law or regulation, pandemic, medical quarantine or restriction, fire, flood, earthquake, severe weather, health and safety considerations, embargoes, transportation shortage or delay, fuel or material shortage, or failure of performance by a vendor or subcontractor or any other cause which is beyond our reasonable control. In addition, we cannot guarantee how long it may take for Customs both at the Origin or the Destination of the Product to process the Product during the final delivery process as this is beyond our control. If any such delay occurs as listed in this section, the time for the performance of our obligations will be extended for a period of time equal to the length of the delay plus such additional time as is reasonably necessary to overcome the impact of the delay.

If the delay is due to your negligence or failure to fulfill your obligations, including, without limitation, providing insufficient material to produce the Product as agreed, late settling of the outstanding balance, and any errors in the shipping address you provided, then the schedule will be automatically adjusted to reflect the duration of your delay plus reasonable time for us to accommodate the change.

ARTICLE IX

Indemnity

You agree to indemnify and hold us harmless against any and all losses, costs, and expenses (including, without limitation, reasonable attorneys' fees) and liabilities incurred by you in connection with or arising in any manner from your non-performance of the obligations assumed under this Agreement.

ARTICLE X

Limitation of Liability

Our total liability to you under this Agreement or under any cause of action relating to the Purchase Order, whether based on or pleaded or alleged in contract, warranty (including warranty against redhibitory defects or vices), tort (including negligence), strict liability, product liability, professional liability, indemnity, contribution, or otherwise, will not exceed the total price you paid on the order on the Purchase Order Form.

ARTICLE XI

Termination

In the event that: (a) the Process is delayed for reasons beyond our reasonable control for longer than thirty (30) days; (b) you fail to make payments as provided in the "Payments" article of this Agreement; or (c) you are in default of any of your obligations under the Purchase Order Form or this Agreement for longer than thirty (30) days, then we have the right to terminate or suspend the Process. You forfeit any deposit made in the event of such termination or suspension.

ARTICLE XII

Taxes, Duties

The price on the Purchase Order Form shall include all applicable foreign, federal, state and local income, duties, excise, and similar taxes payable with respect to this Agreement pursuant to laws or regulations in effect on the first day of this Agreement. The price excludes all other duties, excise, or similar taxes assessed by any governmental body or agency with respect to the Process or Product, including increases in the amount of any tax or duty due to changes in laws or regulations, which become effective after the first date of this Agreement. You will pay or reimburse us all sales, use, and other similar taxes, which may be levied or assessed in connection with the Product. The Purchase Order Form price does not include any such taxes.

After receiving a photocopy of the receipt of customs duties, we offer reimbursement of custom duties and VAT up to a maximum value of 15% of the total price of the order. You understand that if the actual tax amount is above this value, the excess amount will not be reimbursed by us and shall be borne by yourself.

ARTICLE XIII

Applicable Law

This Agreement is governed by the laws of the state of Delaware, USA without regard to its conflict of law provisions.

ARTICLE XIV

Notice

You agree to give us prompt notice of any claims for which we may be liable, and we agree to give you prompt notice of any claims for which you may be liable. All notices, requests, demands or other communications will be in writing and deemed to have been duly given if delivered or mailed, first-class registered mail, postage prepaid, or emailed to such address where the Parties have regularly corresponded. Notices sent by mail will be addressed to the addresses listed on the Purchase Order Form.

ARTICLE XV

Invalidity

If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement will remain in full force and effect so long as the economic or legal substance of the transaction contemplated is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the legal enforcer (e.g. the judge) will, in good faith and to the fullest extent possible, modify the term or other provision of this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner so that the transaction contemplated is fulfilled.

ARTICLE XVI

Waiver

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from a subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

ARTICLE XVII

Remedies Exclusive

Your remedies are expressly set forth in this Agreement are sole and exclusive and you hereby waive any and all rights and remedies at law and equity

ARTICLE XVIII

Order of Precedence

If there is a conflict between the text of this Agreement, the Purchase Order Form, or supporting document issued hereunder, the terms and conditions of this Agreement will

control. Wherever possible, provisions shall be construed as complementary rather than conflicting.

ARTICLE XIX

No Third Party Beneficiaries

It is agreed by the Parties that there are no third party beneficiaries to this Agreement.

ARTICLE XX

Final Delivery Arrangement

EverDear & Co. shall not take the responsibility of shouldering the cost of delivering the product to your doorstep. With that said, we may charge an amount in addition to the cost of the product itself to arrange for delivery. Please take note of the following delivery arrangements below:

If you are located within the contiguous US, the delivery will be free of charge. However, Hawaii, Overseas Territories, PO Boxes, and Military Addresses will be charged Fifty US Dollars (\$50) via USPS. Should you wish that we use FedEx for faster delivery, we can arrange that with a corresponding fee of One-Hundred and Fifty US Dollars (\$150).

For non-contiguous US and international Deliveries, there will be a charge of Fifty US Dollars (\$50) to have it delivered via USPS. In the case that you would like for us to have the product delivered using FedEx, we can also arrange that for you with a corresponding fee of One-Hundred and Fifty US Dollars (\$150).

Once again, please take note that you shall bear the full cost of having the product delivered to your doorstep. Delivery will not be arranged until we are given the exact amount required to send the product via your logistics carrier of choice.

ARTICLE XXI

Entire Agreement

The Agreement contains the entire understanding between the Parties, and supersedes any prior oral and written understandings between the Parties concerning the Process and Product, including any document which is not expressly incorporated by reference into the Purchase Order Form. No modification to this Agreement will be effective unless in writing duly executed by the Parties. The fees in the Purchase Order Form and this Agreement are binding on the Parties and their respective successors and assigns.