

The undersigned Customer hereby agrees to the following Services Agreement.

THIS SERVICES AGREEMENT (this "Agreement") is effective on the Effective Date written above between the Customer executing this Agreement and Yangas, Inc., a Florida corporation ("Hot Paws"), whose business address is 1008 S. 8th Street, Fernandina Beach, FL 32034. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Hot Paws shall provide the services ordered by Customer (the "Services"). The Customer may order services in person, online, or over the telephone, and this Agreement shall cover all services ordered by Customer for the Pet(s) identified above. Customer agrees that Hot Paws will provide all Services according to its "Policies and Procedures" and "Price List" in force at the time the Services are provided. Customer acknowledges that he/she has reviewed a copy of these documents, and that they may change in the future, and that it is Customer's responsibility to review the current versions of these documents prior to ordering any services under this Agreement.
2. **Fees and Expenses.**
  - a. **Fees.** As consideration for Hot Paws providing the Services, Customer agrees to pay Hot Paws according to its Price List in force at the time the Services are provided.
  - b. **Expenses.** In addition to the fees required by section 2.a above, Customer agrees to reimburse Hot Paws for all extraordinary expenses incurred in connection with its performance of the Services, including, for example, travel costs if Hot Paws must take the Customer's pet for veterinary services.
3. **Term and Termination.**
  - a. **Term.** This Agreement shall commence upon the Effective Date identified above, and shall remain in effect until terminated by either party as more fully set forth herein.
  - b. **Termination.** This Agreement may be terminated by either party, for any reason with or without cause, upon two (2) days notice to the other party.
  - c. **Obligations Upon Termination.** Termination of this Agreement for any reason shall not discharge either party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Customer shall pay Hot Paws for all Services rendered prior to the effective date of termination.
4. **Cooperation.** Customer agrees to comply with all reasonable requests of Hot Paws.
5. **Warranty.** Hot Paws does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Hot Paws warrants that that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices. Hot Paws shall comply

with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

6. Acknowledgment of Risks and Indemnification. Customer acknowledges that there is a risk of injury and illness in any environment with live animals, both to the Customer's pet and caused by the Customer's pet. By executing this Agreement, Customer agrees that his/her intention is to accept full responsibility for those risks and for his/her pet(s) at all times, and to hold Hot Paws completely harmless in connection therewith. Therefore, Customer shall indemnify, defend, and hold Hot Paws and its officers, directors, employees, and shareholders harmless from and against any and all claims, losses, liabilities, damages, expenses and costs, including attorney fees and court costs, for personal injury and property damage, whether arising in contract, tort, or otherwise, caused by the Customer's pet(s) or the Customer's gross negligence, willful misconduct, misrepresentation, or breach of this Agreement. In addition, Customer shall hold Hot Paws and its officers, directors, employees and shareholders harmless for any injury, illness, unwanted pregnancy, or other damage to Customer's pet(s). Further, Customer agrees that any similar provisions in the Hot Paws Policies and Procedures are intended only to supplement and expand, and not to limit, Customer's indemnification responsibilities under this section.

7. LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN SECTION 5 ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. HOT PAWS DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. HOT PAWS SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO THE CUSTOMER BY HOT PAWS DURING THE TERM OF THIS AGREEMENT. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

8. LIMITATION OF LIABILITY; ACTIONS. IN NO EVENT SHALL HOT PAWS BE LIABLE UNDER THIS AGREEMENT TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE CUSTOMER'S OBLIGATION TO PAY THE FEES TO THE SERVICE PROVIDER, AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN SECTION 6 ABOVE, EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CUSTOMER TO THE SERVICE PROVIDER UNDER THIS AGREEMENT IN THE 30-DAY PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS

AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

9. Miscellaneous.

a. Assignment. Hot Paws may subcontract its obligations and rights to a third-party.

b. Attorney Fees. If either party incurs any legal fees associated with the collection of amounts due under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other reasonable litigation expenses from the other party.

c. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

d. Entire Agreement; Modification. This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

e. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within three (3) business days of its occurrence.

f. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of Florida, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Nassau County, Florida. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

g. Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this

Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

h. Notices. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery or (ii) certified mail, return receipt requested, addressed to the Party to be notified at the address set forth above or to such other address as such Party shall specify by like notice hereunder.

i. Obligations upon Termination. Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Customer shall pay Hot Paws for all Services rendered prior to the effective date of termination. Upon termination, each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Customer shall promptly return to Hot Paws any equipment, materials or other property of Hot Paws relating to the terminated Services which are in Customer's possession or control.

j. Relationship of the Parties. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

k. Rights Cumulative. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

l. Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

m. Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

n. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.