

**Nature Leaf Wellness Corp.**  
704-595 Howe Street,  
Vancouver, BC V6C 2T5

May 31, 2019

**Tip Top Gizmos Inc.**  
1204-1501 Howe St  
Vancouver BC V6Z 2P8

Dear Sir:

**Re: Purchase of Certain Assets of Tip Top Gizmos Inc.**

This letter sets forth the terms of our agreement (this "**Agreement**") respecting the proposed acquisition by Nature Leaf Wellness Corp. (the "**Purchaser**") from Tip Top Gizmos Inc. (the "**Vendor**") of the Acquired Assets (as hereinafter defined), as more fully set forth in this Agreement.

Subject to all of the terms and conditions of this Agreement, the Purchaser and the Vendor hereby agree as follows:

**1. Interpretation**

11 In this Agreement, terms denoted with initial capital letters and not otherwise defined herein shall have the meanings assigned to them in this Section 1.1:

"**Acquired Assets**" means the assets more particularly described in Schedule "A" to this Agreement;

"**Acquired Assets Purchase Price**" means \$50,000 in cash and \$60,000 in common shares at a price of \$0.02 per share;

"**Applicable Law**" means all applicable governmental laws (statutory or common), rules, ordinances, regulations, grants, concessions, franchises, licenses, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature;

"**Business**" means the sale of goods via e-commerce website;

"**Business Day**" means any day upon which chartered banks in Vancouver, British Columbia are open for business;

"**Closing**" means the completion of the transactions contemplated by this Agreement in accordance with Section 6 and all of the other acts, procedures and deliveries necessary in order to complete and implement the transactions contemplated by this Agreement;

"**Closing Date**" means June 6, 2019, or such other date as may be agreed by the Parties;

"**Confidential Information**" means any information relating to a Party or the Acquired Assets, including confidential business and technical information, whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, and whether or not designated, marked, labelled or identified as confidential or proprietary, but excluding information which:

- (i) was available to or known by the public before the Closing Date, other than as a result of improper disclosure or acquiescence of disclosure by the Investigating Party;
- (i) is or becomes available to or known by the public after the Closing Date, other than as a result of improper disclosure or acquiescence of disclosure by the Investigating Party;
- (i) was lawfully known by the Investigating Party or was in the Investigating Party's possession before the Closing Date;
- (iv) after the Closing Date, is lawfully received by the Investigating Party from a third party who has acquired the information and disclosed it to the Investigating Party without breaching any obligation of confidentiality to the Examined Party; or
- (v) is developed independently by the Investigating Party without recourse to any information or material received from the Examined Party or participation of any individuals who had been previously exposed to Confidential Information;

**"Consideration Payment"** has the meaning assigned to it in Section 2.2(a);

**"Consideration Shares"** means 3,000,000 common shares in the capital of the Purchaser at a deemed price of \$0.02 per share;

**"Constating Documents"** means the charter, the memorandum, the articles of association, the articles of incorporation, the articles of continuance, the articles of amalgamation, the by-laws of any other instrument pursuant to which an entity is created, incorporated, continued, amalgamated or otherwise established, as the case may be, and/or which governs in whole or in part such entity's affairs, together with any amendments thereto;

**"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, lien, easement, right-of-way, encroachment, covenant, condition, right-of-entry, lease, license, assignment, option or claim or any other encumbrance, charge or any title defect of whatever kind of nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise);

**"Examined Party"** has the meaning assigned to it in Section 7.1;

**"Governmental Authority"** means any national, central, federal, provincial, state, municipal or county government or regional authority and includes any ministry, department, commission, bureau, board, administrative or other agency or regulatory body or instrumentality thereof;

**"Intellectual Property"** means:

- (i) trade-marks, design marks, logos, service marks, certification marks, official marks, trade names, business names, corporate names, trade dress, distinguishing guises, slogans, meta tags, keywords, adwords and other characters, brand elements or other distinguishing features used in association with wares or services, whether or not registered or the subject of an application for registration and whether or not registrable, and associated goodwill;
- (i) inventions, arts, processes, machines, articles of manufacture, compositions of matter, business methods, formulae, developments and improvements, whether or not patented or the subject of an application for patent and whether or not patentable, methods and processes for making any of them, and related documentation (whether in written or electronic form) and know-how;

- (i) software in source code or object code form, documentation, literary works, artistic works, pictorial works, graphic works, musical works, dramatic works, audio visual works, performances, sound recordings and signals, including their content, and any compilations of any of them, whether or not registered or the subject of an application for registration, or capable of being registered;
- (iv) domain names, whether registered primary domain names or secondary or other higher level domain names;
- (v) industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable; and
- (vi) trade secrets, technical expertise, and research data and other confidential information relating to goods and services;

**"Investigating Party"** has the meaning assigned to it in Section 7.1;

**"Issue Price"** has the meaning assigned to it in Section 2.2(a);

**"Notice"** has the meaning assigned to it in Section 8.1;

**"Parties"** means the parties to this Agreement and **"Party"** means any of them; and

**"Person"** means any individual, sole proprietorship, limited or unlimited liability corporation, limited or unlimited liability partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Authority, and a natural person including in such person's capacity as trustee, heir, beneficiary, executor, administrator or other legal representative;

12 For the purposes of this Agreement, except as otherwise expressly provided:

- (a) "this Agreement" means this agreement, including the schedules hereto, and not any particular part, section or other portion hereof, and includes any agreement, document or instrument entered into, made or delivered pursuant to the terms hereof, as the same may, from time to time, be supplemented or amended and in effect;
- (b) all references in this Agreement to a designated "part", "section", "subsection" or other subdivision or to a schedule are references to the designated part, section, subsection or other subdivision of, or schedule to, this Agreement;
- (c) the words "hereof", "herein", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular part, section, subsection or other subdivision or schedule unless the context or subject matter otherwise requires;
- (d) the division of this Agreement into parts, sections and other portions and the insertion of headings are for convenience of reference only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (e) unless otherwise provided herein, all references to currency in this Agreement are to lawful money of Canada;

- (f) a reference in this Agreement to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations;
- (g) the singular of any term includes the plural, and vice versa, and the use of any term is generally applicable to any gender and, where applicable, a body corporate, firm or other entity, and the word "or" is not exclusive and the word "including" is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
- (h) in the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day; and
- (i) all references to "approval", "authorization" or "consent" in this Agreement mean written approval, authorization or consent.

13 Attached to and forming part of this Agreement are the following Schedules:

- Schedule "A" – Description of Acquired Assets
- Schedule "B" – Closing Deliveries

## 2. Purchase and Sale of Acquired Assets

21 On the Closing Date, the Purchaser will purchase from the Vendor, and the Vendor will sell to the Purchaser, the Acquired Assets in consideration of the Acquired Assets Purchase Price.

22 The Purchaser will pay and satisfy the Acquired Assets Purchase Price by delivering to the Vendor, on the Closing Date:

- (i) either \$50,000 cash or a non interest bearing promissory note in favour of the Vendor in the amount of \$50,000 payable on demand (the "**Consideration Payment**"); and
- (i) Satisfactory evidence of the issuance of the Consideration Shares according to the instructions of the Vendor.

## 3. Covenants

31 The Vendor hereby covenants and agrees with the Purchaser as follows:

- (a) following the Closing Date, and for a period of twenty-four (24) months thereafter, the Vendor will not, either alone or in partnership or in conjunction with any Person, whether as principal, agent, shareholder, consultant or in any capacity or manner whatsoever, whether directly or indirectly:
  - (i) approach or contact any client or customer of the Purchaser for the purpose of inducing that client or customer to reduce their level of business with the Purchaser or to encourage that client or customer to start doing business or to increase their level of business with any other person or entity when such a change may negatively affect the business of the Purchaser;
  - (ii) persuade or attempt to persuade any employee(s) or consultant(s) of the Purchaser to leave their positions; or

- (iii) carry on or be engaged in, or advise, invest in or give financial assistance to, any business, enterprise or undertaking that is involved in a business relating to the existing Business of the Vendor, provided that the foregoing will not prohibit the Vendor from acquiring, solely as an investment and through market purchases, securities of any such enterprise or undertaking which are publicly traded; and
- (b) from and after the date hereof until the Closing Date or the date that this Agreement is terminated, whichever is earlier, the Vendor will not, directly or indirectly, solicit, encourage or accept any offer for the purchase, license, assignment, or transfer of the Acquired Assets, whether as a primary or back-up offer, or take any other action with the intention or reasonably foreseeable effect of resulting in a transaction that would prevent the consummation of the transactions contemplated by this Agreement.

#### 4. Representations and Warranties

41 The Vendor represents and warrants to the Purchaser that:

- (a) the Vendor is a corporation duly incorporated, validly existing and in good standing under the *Business Corporations Act* (British Columbia);
- (b) the execution and delivery by the Vendor of this Agreement and the performance of its obligations hereunder have been duly authorized by all applicable corporate action;
- (c) this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against it in accordance with its terms;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will directly or indirectly (with or without notice or lapse of time) conflict with or result in a breach or violation of:
  - (i) any Constatting Documents of the Vendor; or
  - (ii) any Applicable Law;the effect of which would cause a material adverse change to the Vendor;
- (e) no approval, order, consent of or filing with any Governmental Authority is required on the part of the Vendor in connection with the execution and delivery of this Agreement or the performance by the Vendor of its obligations pursuant to this Agreement;
- (f) there is no requirement for the Vendor to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement or as a requirement or condition of the lawful completion of the transactions contemplated by this Agreement;
- (g) the Vendor has full and exclusive right, title, and interest, legal or beneficial, in the Acquired Assets, free and clear of any Encumbrances;
- (h) the Vendor has not assigned, licensed, or otherwise granted any interest in the Acquired Assets, including any right to receive royalties or other payments, to any Person;

- (i) to the knowledge of the Vendor, no Person has infringed or misappropriated, or is infringing or misappropriating, any of the Vendor's Intellectual Property;
- (j) the exercise or utilization of the Acquired Assets, including the design, development, use, import, manufacture, license, or sale of any part thereof, does not, to the knowledge of the Vendor:
  - (i) breach, violate, conflict with, infringe, or interfere with any rights or obligations of, or duties owed to, any Person or require payment or consent for the exercise or use of any Intellectual Property of any Person;
  - (ii) violate any right of any Person (including any right to privacy or publicity);
  - (iii) constitute unfair competition or trade practices under Applicable Law;
- (k) to the knowledge of the Vendor, there is:
  - (i) no actual, pending or threatened litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review which alleges any circumstance which would result in a breach of this Article, including any allegation that the making, constructing, or use of the Acquired Assets would or does
    - (A) infringe or interfere with any rights or obligations of, or duties owed to, any Person or require payment or consent for the exercise or use of any intellectual property of any Person,
    - (B) violate any right of any Person (including any right to privacy or publicity), or
    - (C) constitute unfair competition or trade practices under Applicable Law; and
  - (ii) no facts upon which any such litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review could be based;
- (l) to the Vendor's knowledge, there is no actual, pending or threatened litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review in which any of the Vendor's Intellectual Property is alleged to be invalid or not properly in the name of the Vendor, or facts upon which any such litigation proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review could be based;
- (m) there are no judgments, covenants not to sue, permits, grants, franchises, licenses, agreements or arrangements relating to the Acquired Assets; and
- (n) none of the Vendor's Confidential Information, trade secrets, technical expertise, or research data forming part of, or otherwise relating to, the Acquired Assets have been disclosed to any Person other than the Vendor or a Person who owes an obligation to keep such information confidential.

42 The Purchaser represents and warrants to the Vendor as follows:

- (a) the Purchaser is a corporation duly incorporated, validly existing and in good standing under the *Business Corporations Act* (British Columbia);

- (b) the execution and delivery by the Purchaser of this Agreement and the performance of its obligations hereunder have been duly authorized by all applicable corporate action;
- (c) this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will directly or indirectly (with or without notice or lapse of time) conflict with or result in a breach or violation of
  - (i) any Constatng Documents of the Purchaser; or
  - (ii) any Applicable Law;
 the effect of which would cause a material adverse change to the Purchaser;
- (e) no approval, order, consent of or filing with any Governmental Authority is required on the part of the Purchaser in connection with the execution and delivery of this Agreement or the performance by the Purchaser of its obligations pursuant to this Agreement;
- (f) there is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement or as a requirement or condition of the lawful completion of the transactions contemplated by this Agreement, except for the filing of a report of exempt distribution as required by applicable securities laws;
- (g) there are no actions, suits or proceedings in existence or pending or, to the knowledge of the Purchaser, threatened or for which there is a reasonable basis, affecting or that would reasonably be expected to affect the Purchaser or affecting or that would reasonably be expected to affect any of the Purchaser's property or assets at law or equity or before or by any Governmental Authority which action, suit or proceeding involves a possibility of any judgment against or liability of the Purchaser; and
- (h) the Consideration Shares will, when issued, have been approved by all requisite corporate action and will be duly and validly issued, fully paid and non-assessable and free of all Encumbrances.

## **5. Conditions**

51 The respective obligations of the Parties to complete the transactions contemplated by this Agreement shall be subject to the condition that there be no provision of any Applicable Law and no judgment, injunction, order or decree shall be in effect which restrains or enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement.

52 The obligations of the Vendor to complete the transactions contemplated by this Agreement will be subject to the fulfillment, or the waiver by the Vendor, of the following conditions on or before the Closing Date, each of which is for the exclusive benefit of the Vendor and may be waived by the Vendor at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) the Purchaser will have complied in all material respects with its covenants in this Agreement on or before the Closing Date and the Vendor will have no actual knowledge of the contrary;

- (b) the representations and warranties of the Purchaser set forth in this Agreement will be true and correct in all material respects on and as of the Closing Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;
- (c) no judgment or order will have been issued by any Governmental Authority, no action, suit, or proceeding will have been taken by any Person, and no Applicable Law will have been proposed, enacted, or promulgated or applied,
  - (i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the transactions contemplated by this Agreement; or
  - (ii) that, if the transactions contemplated by this Agreement were completed, could reasonably be expected to result in a material adverse change to the Purchaser;
- (d) the Purchaser will have delivered all of the documents and instruments required to be delivered by it pursuant to Section 6.2; and
- (e) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a material adverse change to the Purchaser.

53 The obligations of the Purchaser to complete the transactions contemplated by this Agreement will be subject to the fulfillment, or the waiver by the Purchaser, of the following conditions on or before the Closing Date, each of which is for the exclusive benefit of the Purchaser and may be waived by the Purchaser at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) the Vendor will have complied in all material respects with its covenants in this Agreement on or before the Closing Date and the Purchaser will have no actual knowledge of the contrary;
- (b) the representations and warranties of the Vendor set forth in this Agreement will be true and correct in all material respects on and as of the Closing Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;
- (c) no judgment or order will have been issued by any Governmental Authority, no action, suit, or proceeding will have been taken by any Person, and no Applicable Law will have been proposed, enacted, or promulgated or applied,
  - (i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the transactions contemplated by this Agreement; or
  - (ii) that, if the transactions contemplated by this Agreement were completed, could reasonably be expected to result in a material adverse change to the Purchaser;
- (d) the Vendor will have delivered all of the documents and instruments required to be delivered by it pursuant to Section 6.2; and
- (e) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a material



adverse change to the Acquired Assets.

## **6. Closing**

61 Subject to the terms and conditions hereof, the transactions contemplated in this Agreement will be completed and closed at the Closing, to be held at 10:00 a.m. (local time) on the Closing Date or at such other time as the Parties may agree.

62 At Closing, the Vendor will deliver to the Purchaser the documents and instruments listed in Part 1 of Schedule "B" and the Purchaser will deliver to the Vendor the documents and instruments listed in Part 2 of Schedule "B".

## **7. Confidentiality**

71 Prior to the Closing, each Party (the "**Investigating Party**") receiving Confidential Information from the other Party (the "**Examined Party**") will, unless required to disclose by Applicable Law or by any Governmental Authority to which the Investigating Party is subject, keep confidential all Confidential Information disclosed to it by the Examined Party except information which:

- (a) is part of the public domain;
- (b) becomes part of the public domain other than as a result of a breach of these provisions by the Investigating Party;
- (c) can be demonstrated to have been known or available to the Investigating Party or independently developed by the Investigating Party;
- (d) was received by the Investigating Party in good faith from an arm's length Person who was lawfully in possession of such information free of any obligation of confidence; or
- (e) is released from the provisions of this Agreement by the written authorization of the Examined Party.

72 The Investigating Party will only disclose the Examined Party's Confidential Information to those of its representatives who need to know such information for the purposes of evaluating and implementing the transactions contemplated in this Agreement. Each such representative will be subject to the same obligations of confidentiality as the Investigating Party he or she represents. If this Agreement is terminated without completion of the transactions contemplated herein, the Investigating Party shall promptly return all documents, work papers and other written material (including all copies) obtained from the Examined Party in connection with this Agreement, and not previously made public, and shall continue to maintain the confidence of all such information.

## **8. General**

81 Any notice, demand, request, consent, approval or other communication (a "**Notice**") which is required or permitted by this Agreement to be given or made by a Party must be in writing and:

- (a) delivered personally or by courier;
- (b) sent by prepaid registered mail; or
- (c) transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Notice must be sent to the intended Party at its address as follows:

to the Vendor at:

1204-1501 HOWE ST  
VANCOUVER BC V6Z 2P8  
CANADA

Attention: \_\_\_\_\_

E-mail: \_\_\_\_\_

to the Purchaser at:

704-595 Howe Street  
Vancouver, BC V6C2T5

Attention: Nature Leaf Wellness c/o Northwest Law Group

E-mail: wgbirdsall@gmail.com

or at any other address as the relevant Party may advise the other by Notice given or made in accordance with this Section 8.1. Any Notice delivered to the Party to whom it is addressed shall be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Notice shall be deemed to have been given or made and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given or made and received on the fifth Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be delivered personally or by courier or transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission. Any Notice transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission shall be deemed to have been given or made and received on the day on which it is transmitted provided that, if the Notice is transmitted on a day which is not a Business Day or after 5:00 p.m. (local time of the receiving Party), the Notice shall be deemed to have been given or made and received on the next Business Day.

82 The failure of either party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof will not constitute a waiver of any provision of this Agreement or limit such party's right thereafter to enforce any provision or exercise any right.

83 Each Party will bear its own expenses in connection with the transactions contemplated herein including, without limitation, the costs and expenses of all professional advisors agents employed by such Party. Each Party (the "**first Party**") will indemnify the other Party (the "**other Party**") against any claims, costs, losses, expenses or liabilities arising from any claim for commissions, finder's fees or other compensation in connection with the transactions contemplated herein, which may be asserted by any Person against the other Party, based on any agreement or arrangement for payment between that Person and the first Party.

84 No modification of this Agreement will be valid unless made in writing and duly executed by the Parties.

85 Each of the Parties will take, from time to time and without additional consideration, such further actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

86 This Agreement contains the entire understanding of the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

87 This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

88 Time is of the essence of this Agreement.

89 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia without regard for any conflict of laws or choice of laws principles that would permit or require the application of the laws of any other jurisdiction.

810 This Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of both parties be contained on any counterpart. Each counterpart will be deemed an original, but all counterparts together will constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

If the foregoing accurately reflects your understanding of our Agreement, please so indicate by signing and returning a copy of this letter to the undersigned.

Yours truly,

**Nature Leaf Wellness Corp.**

A solid black rectangular redaction box covering the signature area of Nature Leaf Wellness Corp.

Authorized Signatory

ACCEPTED AND AGREED:

**Tip Top Gizmos Inc.**

A solid black rectangular redaction box covering the signature area of Tip Top Gizmos Inc.

Authorized Signatory

## SCHEDULE "A" DESCRIPTION OF ACQUIRED ASSETS

### Website

<https://www.tiptopgizmos.com> and all intellectual property related to the website

#### Statistics since store launch:

- **Website Visitors:** 77,610
- **Revenue:** \$20,858.65
- **Tip Top Gizmos Customers:** 537
- **Returning customer rate:** 2%
- **Average Order Value:** US\$37.91

#### Top 5 countries by traffic:

1. United States: 19,151
2. Brazil: 12,667
3. United Kingdom: 2,985
4. Canada: 2,956
5. Malaysia: 2,507

#### Top 3 Selling Products:

1. [The Sustainable Straw](#) 352
2. [The Mobile Paintset](#) 258
3. [The Phone Magnifier Lens](#) 65

### Branding Assets

- Mailing list with 2,592 subscribers
- Facebook Account with 5,539 followers
- Instagram Account with 3624 Followers

### Facebook Pixel ID: 224421345096849

The Tip Top Gizmos pixel is seasoned and optimized and has all the data available in order to faster optimize to potential buyers on Facebook. All Look a Like audiences are built using this data to ensure Facebook knows who your buyers are. The main customer demographic profile is high income women aged 24-45. The Pixel includes:

- Millions of recorded events – Viewed Content, Checkout and purchase conversions
- Over 100 Prebuilt custom audiences of site visitors, initiate checkouts and purchase conversions
- Customer lookalike audiences in countries including USA, Canada, Denmark, Austria, UK, Spain, Japan, Australia, Brazil and Singapore.

## Ecommerce Infrastructure

### GEO-IP Recognition

To better serve international customers, the store has built in features that automatically recognize which country visitors are coming from to personalise their shopping experience. An automatic currency conversion and a change in shipping details is automatic.

**Shipping Time Estimator**

User testing has proven that “When will I receive my order?” is one of the biggest questions a shopper has. The store can estimate shipment dates automatically.

**Shipment Tracking**

Professional-grade order status & package tracking that's integrated with all of the major carriers. This capability offers real-time order lookup integration with over 800 package carriers across the globe so your customers can track orders in real-time.

**Email Lead Pop-Up**

Collecting emails is key to growing your business with email marketing. This pop-up helps collect emails to allow you to convert visitors into customers and make more sales.

**Urgency countdown timer**

It's a known psychological fact that the fear of losing something is far more motivating than the prospect of gaining something. The store has built in features to make product only available for a limited time or to establish special offers to increase urgency and drive sales.

**Risk-Reversal**

Offering a money back guarantee is an essential part of an online store's unique value proposition so this is placed prominently in the footer so visitors can get the reassurance they need before they checkout.

**Product Bundles**

Custom designed feature that is like Amazon's "Frequently Bought Together".

**Video Embedding**

The store has custom developed code to allow product videos to be included alongside images. This capability increased conversions and improves the customer experience.

**Volume Discounts for bulk purchases**

Custom designed feature that allows you to create quantity price breaks based on how many items a customer purchases.

**Store Speed and SEO Optimization Application**

The store has an application that helps reduce the file size of images using a technique known as “image compression”. By removing unneeded data, the images look almost identical to their original but take less time to download. The application also optimizes images for SEO (Search Engine Optimization). By renaming images and ALT tags to describe the product they represent the application helps search engines categorize images more effectively and grows organic traffic.

**Accelerated Mobile Pages application**

This app converts parts of the store to AMP, and indexes pages with Google for nearly instant load times, faster mobile page speed, and higher mobile search results.

**Automated Email Features**

Predesigned and tested email automation features that are triggered based on customer behavior. These capabilities include emails for:

- Abandoned checkout recovery
- New offers for abandoned checkouts
- Order receipts
- Thank you post purchase email
- New offers for completed orders
- Purchase feedback
- Newsletter welcome
- "Follow us" on social networks

**Advanced Review Capabilities**

Predesigned and tested review request emails asking customers for product reviews, and offer discounts for submitting reviews with photos. Customer review popup that surfaces relevant reviews while visitors are browsing helping increase conversions.

**Checkout Conversion Optimization**

The store has a custom developed checkout experience that includes a countdown timer, social proof and satisfaction guarantee built to improve conversions.

## **SCHEDULE "B" CLOSING DELIVERIES**

### **Part 1: Vendor Deliveries**

- Deed of Trust for all Intellectual Property:
- Transfer of necessary account credentials to access e-commerce data
- Transfer ownership of website, domain and marketing profiles.

### **Part 2: Purchaser Deliveries**

- Promissory Note.
- Satisfactory evidence of share ownership.