

## Marketing Consulting and Independent Contract Agreement

AGREEMENT (this "Agreement"), made as of this 2<sup>nd</sup> day of May of 2009 by and between GRAPE LEAF LLC located at 3405 Peachtree Street, Atlanta 30001 and MY EVERYDAY PA (also known as MEDPA) 2198 Cruger Avenue, Suite 5H, Bronx, NY 10462.

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Client Grape Leaf LLC desires to engage MY EVERYDAY PA as a consultant for the purpose of providing certain sales, marketing and public relation services to the Company and the Consultant desires to accept such engagement on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### SERVICES

Section 1.1 Services . In consideration for the compensation provided herein, MY EVERYDAY PA shall diligently promote the GRAPE LEAF Company and its products and services and the brand and goodwill of Company. MY EVEYRDAY PA shall create, enlarge and exploit the marketplace through raising brand awareness, sales, special events, fieldwork, meetings and other customary means of promotion. In furtherance of the foregoing, MY EVERYDAY PA shall provide the following services for and on behalf of GRAPE LEAF:

1. GRAPE LEAF LLC shall provide information about their Company and its products which MY EVERYDAY PA
2. MY EVERYDAY PA will design and print special advertisement ads and mailings which will be in agreement with the Client GRAPE LEAF LLC.
3. MY EVERYDAY PA will create special press releases of the upcoming events, promotions and sales.
4. GRAPE LEAF LLC shall provide mail and all e-mail addresses of consumers to MY EVERYDAY PA, in order to send flyers and e-invites to special promotional events hosted by the Client
5. MY EVERYDAY PA shall issue press releases regarding the arrangement between the parties and the endorsement by GRAPE LEAF of the Company and its products. All such releases shall be approved by the GRAPE LEAF Company prior to their dissemination thereof.
6. MY EVERYDAY PA shall provide information about GRAPE LEAF and its products which MY EVERYDAY PA will include on its website (Website Address), where the MY EVERYDAY PA will use GRAPE LEAF as a successful example of the Company's services and list the company as an official service partner.
7. GRAPE LEAF shall include MY EVERYDAY PA information and their services on GRAPE LEAF's website ([http://www.ivefinancial.com/inc/store/store\\_index.php?id\\_corp=7637](http://www.ivefinancial.com/inc/store/store_index.php?id_corp=7637)). This will be done in effort to promote the partnership as well as services that MY EVERYDAY PA has been providing the Client.
8. MY EVERYDAY PA will offer the same 15% discounts to employees of the GRAPE LEAF for use of its services as it does its own employees.