



## Supply and Fulfillment Agreement

This **Supply and Fulfillment Agreement** (the “Agreement”), dated as of **11/24/2025** (the “Effective Date”), is entered into by and between Full Stack Fulfillment, LLC, a Florida limited liability company having a place of business at 4711 34th St. N. Suite F St. Petersburg, FL 33714 (“Seller” and “Full Stack”), and **Trusted Nutra Products LLC**, a **TX LLC.**, having [its principal place of business/an address] at **1260 N Main St. Vidor, TX 77662**. (“Buyer” and “Client”, and together with Seller, the “Parties”, and each, a “Party”).

WHEREAS, Seller is in the business of sourcing and selling dietary supplements, skincare compositions, over-the-counter formulations, and other consumer goods, as well as providing fulfillment services including storage, picking, packing, and shipping for these and other goods;

WHEREAS, Buyer wishes to purchase certain Goods (as set forth in Section 1) from Seller, to be sold by Buyer under Buyer’s designated label and/or utilize Seller’s fulfillment services for Goods;

WHEREAS, Buyer is the owner or authorized licensee of any trademark(s) (the “Mark(s)”) and design of designated label for the Goods, under which Mark(s) or label Buyer plans to sell the Goods; and

WHEREAS, Seller desires to source and sell the Goods to Buyer and/or perform fulfillment services for Buyer in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purchase of Goods.** Subject to the terms and conditions of this Agreement, and unless Buyer is engaging Seller exclusively for fulfillment services for OM Products, Seller shall source and sell to Buyer, and Buyer shall purchase from Seller, Goods having the type, quantity and Price(s) set forth in a Pricing Agreement (as each are defined in Section 13), meeting the specifications as may be mutually agreed by the Parties, and subject to the terms and conditions set forth in this Agreement. “Good” or “Goods” refers to goods which may be purchased from Seller under this Agreement or provided to the Seller as Owned-Material (“OM”) Product(s). “OM Product(s)” are products owned by the Buyer, manufactured and/or sourced by a party other than Seller, and sent to Seller for fulfillment at Buyer’s direction. OM Products may also be referred to as Customer-Owned-Material (“COM”) Products. Buyer acknowledges this Agreement is not a requirements contract and carries no obligations automatically associated therewith.

2. **Engagement for Services.** Subject to the terms and conditions of this Agreement, Seller shall provide to Buyer, or cause to be provided from third parties, any one or combination of the fulfillment services (the “Services”) set forth below:

- (a) receiving Goods, e.g., OM Products, shipments for fulfillment of third-party (“End-User”) orders from Buyer;
- (b) storing inventory of Goods (“Inventory”) at storage facilities, e.g., warehouse(s);
- (c) labelling Goods;
- (d) picking and packaging Goods from the Inventory utilizing appropriate packaging material (e.g., bags, boxes, void fill, bubble wrap, etc.) at Seller’s discretion;
- (e) shipping Goods directly to third-parties, e.g., an (“End-User”), based on notification from the Buyer; and
- (f) performing additional services, such as special projects, that the Buyer desires Seller to perform, and as the Parties further agree in writing.

3. **Ordering.** Buyer’s orders of Goods and Services will be made by providing third-party (“End-User”) order information to Seller based on rolling Unit Volume Projections as set forth in Section 5. After being provided such information, Seller will make commercially reasonable efforts to expediently fulfill such orders (hereafter “Orders”, and each an “Order”) as an on-demand service. However, Seller has no obligation and assumes no duty or contractual responsibility to perform Services on such Orders or otherwise fulfill such Orders within a specific time. Buyer acknowledges and agrees that Seller makes no representation, warranty, or undertaking, express or implied, with respect to such action. Buyer assumes all responsibility for full or partial fulfillment performance, and Seller shall not be liable for any loss, damage, or delay arising from Buyer’s reliance on Seller to perform such action.

4. **Onboarding Fees.** As part of Seller’s onboarding process, and unless otherwise agreed by the Parties, Buyer will pay to Seller a non-refundable setup fee of \$500.00. Buyer will also pay to Seller a non-refundable fee of \$250.00 fee for each requested label design associated with an initial order of Goods. Such amounts will be invoiced to Buyer upon their

onboarding and shall be paid prior to commencement of Services.

5. **Forecasts.** To assist Seller in providing the Services, Buyer will make reasonable best efforts to provide Order volume projections using the format of the "Unit Volume Projections" sheet provided in Exhibit A or as otherwise agreed and communicated in writing by the Parties, all of which are hereby incorporated by reference. Pursuant to the subsections below, such projections shall be provided by Buyer to Seller 1) initially and 2) on a rolling continual basis. It is intended that forecasts made pursuant to this Section 5 will help drive collaboration between Buyer and Seller in meeting scaling inventory logistics needs of both Parties.

5.1 **Initial Forecast.** Buyer shall provide Seller with an initial written forecast of Order volume projections (the "Initial Forecast") either: 1) before or within five (5) business days of the execution of this Agreement; or 2) at least ten (10) business days before the date of Seller commencement of Services. The Initial Forecast shall have the general format set forth by the Unit Volume Projections sheet. Seller may review the Initial Forecast and indicate to Buyer whether such forecast can be met.

5.2 **Subsequent Forecasts.** After the Initial Forecast, Buyer shall make its best efforts to provide to Seller updated written forecasts on a live continual rolling basis of Order volume projections. Each updated Order volume forecast shall be in writing and have the general format set forth by the Unit Volume Projections sheet unless otherwise agreed by the Parties. Buyer agrees to provide forecasts that are as accurate as possible, and to review and adjust forecasts regularly to ensure alignment with the Buyer's actual needs.

5.3 **Forecast Adjustments.** **If, at any time, Buyer anticipates a significant deviation from any forecasted Order volume** projections (either an increase or decrease in the expected quantities), where a significant deviation is at a minimum ten percent (10%) greater or less than a forecasted amount (hereafter a "Change"), **Buyer shall notify Seller immediately.**

5.4 **Failure to Provide Forecasts.** If, at any time, Buyer fails to provide a written forecast to Seller, Seller shall have full and sole discretion to estimate Buyer's forecasted Order volume and adjust Seller's sourcing and services schedules accordingly. Seller may, for example, estimate Buyer's forecasted Order volume based on the Order volume average for the Buyer of the preceding three (3) weeks and may communicate the same to the Buyer.

5.5 **Labels.** Buyer will be responsible for any supplemental costs incurred by Seller in association with sourcing or making printed labels for the Goods including pre-printed labels, including for example, if Buyer fails to provide a current rolling forecast of Order volume or sufficient notice of a significant deviation, e.g., more than ten percent (10%), from any forecasted Order volume projections provided to Seller or made by Seller pursuant to Section 5.4. Buyer will also be responsible for any costs incurred by Seller in association with labels printed based on errors, e.g., spelling or address errors, in a provided Label Template or related communications.

5.6 **Obligations of the Parties.** Buyer shall make commercially reasonable efforts to meet or exceed sourcing and services requirements for the forecasted Order volume quantities. Seller has no obligation or contractual responsibility to provide any Goods or Services requested by Buyer in the Unit Volume Projections sheet or as otherwise requested by Buyer but will use commercially reasonable efforts to do so. Seller shall use commercially reasonable efforts to align sourcing and services schedules with the forecasts provided by Buyer. Seller shall also not be obligated to begin sourcing any Goods quantities regardless of whether such quantities are set forth in a Unit Volume Projections sheet or otherwise by Buyer.

## 6. Storage.

6.1 **Conditions.** Inventory of Goods shall be stored at a Seller facility in a clean space that offers reasonable protection from extreme temperatures and water damage.

6.2 **Interfacility Transport.** Seller may move Goods at its discretion within and between its facilities, e.g., warehouses, in which they are stored as Seller deems necessary to maintain storage and handling efficiencies.

6.3 **Liability.** The Seller shall not under any circumstances be liable to Buyer for any damage, injury, loss, demurrage, or default in its obligations of any kind related to Goods which arise from Force Majeure Events including: Fire, war, Act of God, acts of terrorism, flood, hurricane, or any natural disaster or calamity, power outages, strikes, lockouts or labor disputes at the Seller, its carrier(s), or at any party providing services to the Seller, any governmental actions, or the failure of the Buyer, employees, agents, or other contractors and vendors of the Buyer. Buyer waives its right to recover damages from the Seller for any loss of use of the Goods or loss of income there from, except to the extent provided pursuant to Section 17 (Indemnification) of this Agreement. The Seller shall only be liable for losses, demurrage or injury to Goods caused by the gross negligence or willful misconduct of the Seller.

6.4 Impending Deterioration. If Seller in good faith believes that the Goods, e.g., OM Products, will soon deteriorate or expire before the end of the next succeeding storage month, Seller may immediately notify Buyer in writing of a reasonable time for removal of the Goods. In case the Goods are not then removed, the Seller may dispose of them in any lawful manner.

6.5 Hazard. If, as a result of a quality or condition of the OM Products of which Seller had no notice at the time of deposit, the OM Products are a hazard to other property, the warehouse or to any person, Seller shall immediately notify Buyer and Buyer shall immediately thereupon claim its interest in the OM Products and arrange for removal of them from the warehouse. Pending such disposition, Seller may arrange for removal of the OM Products from the warehouse and shall incur no liability by reason of such removal.

6.6 Shrinkage. Seller shall not be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods unless Buyer establishes such loss occurred because of Seller's failure to exercise the care required of Seller under this Section. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Buyer of conversion must be established by affirmative evidence that Seller converted the Goods to Seller's own use such as, e.g., document handling logs or video surveillance.

6.7 Removal. Where loss or injury occurs to Goods for which Seller is not liable, Buyer shall be responsible for the cost of removing from Seller's facilities and disposing of such Goods, as well as the cost of any environmental cleanup and/or site remediation resulting from the loss or injury to such Goods.

7. Shipping Terms. The Goods will be shipped from Seller's facility, e.g., warehouse, to, e.g., an End-User, using a common carrier selected by Seller unless otherwise agreed by the Parties in writing. Delivery of Goods other than OM Products shall be made Free on Board "FOB" Shipping Point (Seller's Dock) where the Shipping Point is Seller's facility, e.g., warehouse, dock. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods. Seller may make shipping information available to Buyer upon request, wherein such information may include: notice of shipment when the Goods are delivered to a carrier for transportation; shipping documents, including, for example, a commercial invoice, packing list, and/or other associated documents.

7.1 International Shipping. Buyer is responsible for providing to Seller and all appropriate authorities information regarding the tariff classification, valuation, and any other government requirements for the country of Goods destination. Buyer shall bear the costs of any necessary documentation or procedures required for importation of the Goods at the destination. While Seller may provide assistance, Buyer acknowledges that Seller is not a specialist in Customs laws and regulations and Seller is solely responsible for the information legally required to be provided to Customs and other Government Agencies regarding the Goods.

7.2 Named Consignee. Buyer will not ship Goods, e.g., OM Products, to Seller as the named consignee. If, in violation of this Section, Goods are shipped to Seller as named consignee, Buyer agrees to notify the carrier in writing prior to such shipment (with a copy of such notice to Seller), that Seller is not a consignee, but rather is a warehouseman and has no beneficial title or interest in such property. Buyer will indemnify and hold harmless Seller from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention, or charges of any nature, in connection with Goods so shipped. If Buyer fails to notify the carrier as set forth in this Section, Seller shall have the right to refuse such Goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such Goods.

## 8. OM Products.

8.1 Quality and Condition. In the event that OM Products tendered to Seller do not conform to the description provided to Seller by Buyer, or are damaged or in what Seller in its sole discretion regards as disarray, Seller may refuse to accept such OM Products and/or perform fulfillment services for the OM Products. If Seller accepts such OM Products, Buyer agrees to pay the rates and charges as set forth in this Agreement and any exhibits attached hereto. Seller is not a guarantor of the condition of such OM Products under any circumstances including but not limited to hidden, concealed, latent defects in the OM Products, or packaging inadequate for storage and shipping of OM Products. Concealed shortages, damage or tampering of such products will not be the responsibility of Seller. In no event will Seller be liable for loss or damage caused by the events set forth in Section 41 (Force Majeure) of this Agreement or the inherent vice or nature of OM Products.

8.2 Receiving. Seller will rely on Buyer's incoming inventory count of OM Products, or that of their manufacturer, unless explicitly asked in writing to perform a physical count in which Buyer will be billed a warehouse labor hourly rate. If Buyer requests Seller to perform a physical count upon receipt, Seller will aim to report receiving discrepancies within 48 hours. If Buyer asks that shipper counts on incoming material be accepted until processing, Seller is not responsible for shortages discovered at that time.

8.3 Inventory. Buyer shall provide Seller with sufficient inventory of OM Products to meet all fulfillment requirements under this Agreement. Seller shall have no liability to Buyer or third parties for losses caused directly or indirectly by Buyer for failure to provide sufficient OM Products inventory. Buyer will bear all cost for back orders, delay notices, canceled orders and increased Buyer service resulting from out-of-stock conditions for OM Products.

9. Title and Risk of Loss.

9.1 Goods Other Than OM Products. Title and risk of loss for Goods which are not OM Products passes to Buyer at the moment when such Goods are loaded onto the carrier at Seller's facility dock . Delivery occurs Free on Board "FOB" Shipping Point (Seller's Dock), and Seller is not liable for any loss or damage to such Goods occurring after such delivery.

9.2 OM Products. Title and risk of loss of OM Products is retained by Buyer at all times while OM Products are in the custody of Seller. Buyer bears all risk of loss or damage to OM Products.

9.3 Purchase Money Security Interest. The Buyer hereby grants to the Seller a Purchase Money Security Interest (PMSI) in any OM Products hereunder, including any and all attachments, accessions, and proceeds thereof, to secure the full and prompt payment and performance of all obligations under this Agreement. The Buyer agrees that the PMSI granted hereunder will have priority over any other lien or security interest in the OM Products, subject only to any statutory or contractual exceptions. In the event of the Buyer's default, the Seller shall have the right to repossess the OM Products, sell them, and apply the proceeds to satisfy the obligations secured by the PMSI.

10. Labeling, License, and Packaging.

10.1 Seller shall label each of the Goods in accordance with a "Label Template", which is the Buyer's designated label example designed or otherwise supplied, and authorized for a type of the Goods, as communicated to the Seller and used by Seller for labeling of such Goods. Seller's labelling may include printing the labels or sourcing printed labels from a third party.

10.2 Buyer represents and warrants that the content of the Label Template (1) is in compliance with all applicable federal, state, and local laws and other regulations of the jurisdictions where the Goods are stored, shipped, and sold; and (2) in whole or in part does not infringe on intellectual property of any third party.

10.3 Buyer hereby grants to Seller a non-exclusive, fully paid up, perpetual, worldwide, non-transferable right to use all trademarks, trade names, or logos (collectively the "Marks") and any copyrighted material included on the labels to make and/or apply such labels on the Goods hereunder and associated packaging, e.g., bottles, bags, and/or boxes. Buyer represents and warrants that it owns or otherwise has all required rights to use the Marks and copyrighted material in connection with the Goods.

10.4 Seller shall pack, mark, and ship the finished Goods in accordance with applicable law in the jurisdiction where such packing performed and industry standards.

11. Samples.

11.1 Samples. If mutually agreed by the Parties in writing, Seller shall provide Buyer with samples of the Goods that are representative of the final Goods to be shipped. The sample will be representative of the Goods to be shipped by the Seller in ingredients, design, packaging, and labeling.

12. Replacement of Goods and Product Recalls.

12.1 Subject to the other portions of this Section 12.1, if Seller ships Goods to an End-User that are returned to Seller or Seller's designated return processor (hereafter "Return Processor") by the End-User, the returned goods are OM Products of Buyer. If Seller ships Goods that Buyer believes do not conform to the agreed specifications between the Parties, or if an End-User returns goods to Seller or a Return Processor, Buyer or End-User shall notify the Return Processor, or cause an End-User to notify such Return Processor, of the same in writing by making a claim ("Claim") within fourteen (14) days of such shipment. If Buyer then requests a replacement of such Goods, and after review Seller or the Return Processor agrees, such party shall have an option to replace the Goods of an Order in full or in part and/or perform corresponding Services for them. Each Claim must contain information necessary to identify the specific Goods affected, their quantity, the basis for liability, and the amount of alleged loss or damage. A Claim and/or return must also be accompanied by payment of a returns processing fee which may be set forth in the Pricing Agreement or otherwise set by the Return Processor and passed through to Buyer or End-User.

12.2 Buyer shall be responsible for all recalls of Goods, whether voluntary or required by law. Buyer shall, at its sole cost and expense, take all actions reasonably necessary and appropriate to implement recalls on a timely basis. Seller

shall cooperate with Buyer in such action, including, without limitation cooperating with regulatory agencies, notifying consumers, sequestering the Goods in its distribution chain, and assisting in the transfer of Goods, as it deems appropriate or as directed by Buyer or regulatory agency, if necessary. Each Party shall respond within a reasonable period to any question or request for information received by the other Party, from any regulatory agency pertaining to the legality and safety of the Goods. Seller shall respond within a reasonable period to any question or request for information received by Buyer from any regulatory agency or customer pertaining to the components or production of the Goods. Each Party shall provide to the other Party all necessary information in its possession arising out of a recall, corrective action program, or similar program.

13. Price.

13.1 Buyer shall purchase the Goods and/or Services from Seller at the "Price(s)", which are the prices set forth in a "Pricing Agreement", which is a written Buyer-specific agreement acknowledged and agreed by the Buyer providing goods and/or services type, and price information. The Pricing Agreement form set forth in Exhibit B, as well as any follow-on Pricing Agreements later agreed by the Parties, are hereby incorporated by reference, and may include: prices for certain Goods, first pick, additional pick, packaging, shipping fees, returns processing, surcharges, and credit card payment fees. Seller may, from time to time at its reasonable discretion, make price adjustments, for example, due to increased material, labor, tariff, transportation, or other costs. A Pricing Agreement may also be re-negotiated by the Parties prior to the expiration of the Initial Term or each successive Renewal Term of the Agreement. Buyer is responsible for paying shipping and handling charges. If payment is made by credit card, or another service charging a percentage-based fee, the fee may be passed through to Buyer.

14. Payment Terms. Seller shall issue an invoice to Buyer at least once per week reflecting the number of Orders made that billing period for which it has rendered Services with the Pricing Agreement terms applied thereto. Invoiced amounts are net due upon receipt and Buyer shall pay all invoiced amounts due to Seller upon Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars and made by credit card, Automated Clearing House (ACH), wire, or a mutually agreed upon electronic payment system.

14.1 Payment Dispute. In the event of a payment dispute, Buyer shall deliver to Seller a written statement listing disputed amounts and explaining the dispute in detail no later than three (3) days after such disputed invoice is provided by Seller to Buyer. The Parties shall seek to resolve all such disputes expeditiously and in good faith through negotiations. However, disputed amounts not resolved within fifteen (15) calendar days of Buyer's receipt of such invoice shall be immediately due and payable.

14.2 Hold. In addition to all other remedies available under this Agreement or at Law (which Seller does not waive by the exercise of any rights under this Agreement), if Buyer does not pay the entire invoiced amount(s), including any delinquency interest, within three (3) days of invoice receipt or if applicable, within three (3) days of the due date for invoices subject to other mutually agreed payment terms, Seller may, without incurring any associated liability, and with no obligation to provide notice to Buyer, (a) place all Services on behalf of the Buyer on hold, (b) reject additional Orders, and/or (c) cancel any Orders made, until full payment is made. If Seller takes such action and then Buyer pays the entire invoiced amount(s), including any delinquency interest, Seller will take commercially reasonable efforts to discontinue (a) placing all Services on behalf of the Buyer on hold, (b) rejecting additional Orders, and (c) canceling any Orders made, within a re-integration period of, e.g., forty-eight (48) hours or more, following receipt of such payment, whereupon Seller will resume providing Goods and Services to Buyer hereunder.

14.3 Payment Delinquency. Buyer account balances, which are the total of invoiced amounts not paid by Buyer and not successfully disputed by Buyer, left unpaid beyond three (3) business days of invoice receipt are considered delinquent. Seller may, at its discretion, assess and require interest at a rate calculated daily and compounded at three percent (3.0%) per month on all unpaid receivables, or at an interest rate of nine and twenty-three hundredths percent (9.38%) per annum, or other such rate not to exceed the maximum rate permitted under Florida law. Such interest will start accruing on the fourth (4<sup>th</sup>) business day from the date of invoice, or at such other time the Seller deems appropriate, and will continue to accrue until all overdue payments, plus interest charges, are paid in full. Delinquency beyond three (3) business days will also result in the surrender to the Seller of any Delivery Service Charges, as defined in Section 14.4, prepaid by the Buyer, the amount of which shall be applied to the unpaid balance. Seller shall have a lien on any inventory of Goods in its possession for the total amount outstanding to Seller including any fees and costs accrued in asserting such lien. Buyer shall also reimburse Seller for all costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs.

14.4 Taxes. Buyer acknowledges that it or its agent is solely responsible for identifying and resolving sales and use tax collection issues for Goods orders, including the necessity of charging, collecting and reporting such taxes. All Prices under this Agreement are exclusive of VAT, which may be charged in accordance with any applicable European Union VAT legislation and shall be payable by Buyer in addition to the agreed fees. Where applicable, Buyer shall be solely responsible for providing a valid VAT registration number and all documentation necessary to support any claim for VAT

exemption, zero-rating, or intra-community supply. Where VAT is subject to reverse charge, Buyer shall account for such tax under local rules and indemnify Seller against any liability, fines, or penalties arising from non-compliance, misrepresentation, or failure to properly declare and pay VAT or other applicable taxes.

15. **No Set-off Right.** Buyer shall not, and acknowledges that it will have no right, under this Agreement, any order, any other agreement, document or law to, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller, whether relating to Seller's breach or non-performance of this Agreement, any order, any other agreement between the Parties.

16. **Warranties and Representations.**

16.1 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

- (a) it is an entity, e.g., corporation or limited liability company, duly organized, validly existing, and in good standing under the laws of the country(ies) and state(s) in which it is incorporated and does business in;
- (b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
- (c) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;
- (d) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement, and the delivery of this Agreement by Buyer, have been duly authorized by all necessary action on the part of Buyer;
- (e) the execution, delivery, and performance of this Agreement by Buyer will not violate, conflict with, require consent under or result in any breach or default under (i) any of Buyer's organizational documents, (ii) any applicable law or (iii) with or without notice or lapse of time or both, the provisions of any Buyer contract with a third party;
- (f) this Agreement has been executed and delivered by Buyer and, with due authorization, execution, and delivery by Seller, constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms;
- (g) it is in compliance with all applicable laws and Buyer contracts relating to this Agreement, the Goods and the operation of its business;
- (h) it has obtained all licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement;
- (i) the Goods, including OM Products, and Label Templates, hereunder, or any aspect or application thereof, such as in marketing activities, do not infringe on the intellectual property rights of any third parties;
- (j) it is not currently in default under any material agreement;
- (k) it is not insolvent and is paying all of its debts as they become due; and
- (l) all financial information that it has provided to Seller is true and accurate and fairly represents Buyer's financial condition.

16.2 **As-Is Sale; No Seller Warranty.** The Goods sold under this Agreement are provided "AS IS" and "WITH ALL FAULTS." Seller makes no representations or warranties of any kind, express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement. To the fullest extent permitted by Florida law, Buyer waives all warranties, whether statutory, express, or implied, and assumes all risks associated with the use, resale, or distribution of the Goods.

16.3 **Buyer's Exclusive Remedy for Defective Goods.** Notwithstanding any other provision of this Agreement (except for Section 16.5), this Section 16.3 contains Buyer's exclusive remedy for Defective Goods. "Defective" Goods are Goods received by Buyer not conforming to the specifications set forth in the concurrently issued Seller product catalog. Buyer's remedy under this Section 16.3 is conditioned upon Buyer's compliance with its obligations under Section 16.32(a) and Section 16.3(b) below. With respect to any allegedly Defective Goods:

- (a) Buyer shall notify Seller, in writing, of any alleged claim or defect within three (3) business days from the date

Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect;

(b) Buyer shall ship or cause to be shipped, such as from an End-User, at Buyer's expense and risk of loss, such allegedly Defective Goods to Seller's facility for inspection and testing by Seller;

(c) if Seller's inspection and testing reveal, to Seller's reasonable satisfaction, that such Goods are Defective and any such defect has not been caused or contributed to by any of: (a) subjection to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller; (b) reconstruction, repair, or alteration by Persons other than Seller or its authorized Representative; or (c) use with any third-party products, hardware, or product that has not been previously approved in writing by Seller, Seller shall in its sole discretion and at its expense, repair or replace such Defective Goods; and

(d) Seller shall ship to Buyer, at Seller's expense, the repaired or replaced Goods to a location designated by Buyer.

Buyer has no right to return for repair, replacement, credit, or refund any Good except as set forth in this Section 16.3 (or if otherwise stated in the Agreement). In no event shall Buyer reconstruct, repair, alter or replace any Good, in whole or in part, either itself or by or through any third party.

SUBJECT TO SECTION 16.6, THIS SECTION 16.3 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY CLAIM ALLEGING DEFECTIVE GOODS.

**16.4 Disclaimer of Representations and Warranties: Non-Reliance.** AS SET FORTH HEREIN, (A) NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

**16.5 Third-Party Products.** Buyer acknowledges that the Goods purchased by Buyer under this Agreement may contain, be contained in, incorporated into, attached to, or packaged together with products, e.g., packaging, manufactured by a third party ("Third-Party Products"). For the avoidance of doubt, Seller makes no representations or warranties with respect to any Third-Party Products.

**16.6 Withdrawal of Goods.** If Seller determines that any Goods sold to Buyer may be Defective, at Seller's request, Buyer shall withdraw all similar Goods from sale and, at Seller's option, and if Goods are in possession of Buyer, either return such Goods to Seller or destroy the Goods and provide Seller with written certification of such destruction. Notwithstanding the limitations of Section 16.3, if Buyer returns all withdrawn Goods or destroys all withdrawn Goods and provides Seller with written certification of such destruction within five (5) days following Seller's withdrawal request, in either case, consistent with Seller's instructions, unless any such defect has not been caused or contributed to by any of the factors described under Section 16.3, Seller shall (a) repair or replace all such returned Goods or (b) replace such destroyed Goods. THIS SECTION SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY GOODS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION.

## 17. Indemnification.

**17.1 Indemnification.** Subject to the terms and conditions of this Agreement, including those set forth in Section 17.2, Buyer (as "Indemnifying Party") shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns, (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "Losses"), relating to or resulting from any third-party Claim alleging:

(a) a breach or non-fulfillment of any representation or covenant set forth in Section 10, Section 16, or another applicable section, of this Agreement by Indemnifying Party or Indemnifying Party's agents, employees, contractors, or subcontractors engaged or appointed by such Party (hereafter "Personnel");

(b) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of this Agreement;

- (c) any bodily injury, death of any Person or damage to real or tangible personal property caused by the acts or omissions of Indemnifying Party or its Personnel; or
- (d) any failure by Indemnifying Party or its Personnel to comply with any applicable international, foreign jurisdiction, federal, state, or local laws including regulatory and shipping requirements.

Notwithstanding anything to the contrary in this Agreement, this Section 17.1 does not apply to any Claim (whether direct or indirect) for which a sole or exclusive remedy is provided for under another section of this Agreement.

**17.2 Exceptions and Limitations on Indemnification.** Notwithstanding anything to the contrary in this Agreement, the Indemnifying Party is not obligated to indemnify or defend (if applicable) an Indemnified Party against any Claim if such Claim or corresponding Losses arise out of or result from the Indemnified Party's or its Personnel's:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) bad faith failure to materially comply with any of its obligations set forth in this Agreement.

**17.3 Intellectual Property Indemnification.** Subject to terms and conditions of this Agreement, the Indemnifying Party shall indemnify, defend and hold harmless the Indemnified Party and its representatives from and against all Losses arising out of any Claim of a third party alleging that any of the Goods infringe any Intellectual Property Right of a third party including a patent, trademark or trade secret right. If the Goods, or any part of the Goods, becomes, or in Indemnifying Party's opinion is likely to become, subject to a third-party Claim that qualifies for intellectual property indemnification coverage under this Section 17.3, Indemnifying Party shall notify the Indemnified Party in writing to cease using all or a part of the Goods, in which case Indemnified Party may at its discretion cease all such use of such Goods on receipt of such Notice.

"Intellectual Property Right(s)" as used herein means all industrial and other intellectual property rights comprising or relating to: (a) patents, patent applications, patentable subject matter; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (f) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world. Also, a "Claim" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise.

**17.4 EXCLUSIVE REMEDY.** THIS SECTION 17 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY THIS SECTION 17.

**18. Limitation of Liability.**

**18.1 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES.** IN NO EVENT SHALL SELLER OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**18.2 MAXIMUM LIABILITY FOR DAMAGES.** IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (A) THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SELLER UNDER THIS AGREEMENT IN THE ONE (1) MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) THE LIMITS OF SELLER'S APPLICABLE INSURANCE COVERAGE IN EFFECT AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM..

**18.3 ASSUMPTION OF RISK.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES

ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY SELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.

18.4 Not an Insurer. Buyer acknowledges and agrees that Seller is not an insurer or guarantor of any Goods or Services under this Agreement.

19. Intellectual Property Rights.

19.1 Ownership. Buyer acknowledges and agrees that:

- (a) except to the extent that Intellectual Property Rights are (1) vested in any label in accordance with a Label Template, or as applied pursuant to Section 10 of this Agreement, (2) vested in OM Products, or (3) provided in a separate written agreement between Buyer and Seller, Seller, or its licensors, will retain all Intellectual Property Rights used to create, embodied in, used in, and otherwise relating to the Services and Goods and any of their component parts including all formulations and compositions of Goods and methods of performance;
- (b) any and all Seller's Intellectual Property Rights are the sole and exclusive property of Seller or its licensors;
- (c) Buyer shall not acquire any ownership interest in any of Seller's Intellectual Property Rights under this Agreement;
- (d) any goodwill derived from the use by Buyer of Seller's Intellectual Property Rights inures to the benefit of Seller or its licensors; and
- (e) Buyer shall use Seller's Intellectual Property Rights only in accordance with this Agreement and any instructions of Seller.

19.2 Prohibited Acts. Buyer shall not:

- (a) take any action that may interfere with any of Seller's rights in or to Seller's Intellectual Property Rights, including Seller's ownership or exercise thereof;
- (b) challenge any right, title, or interest of Seller in or to Seller's Intellectual Property Rights;
- (c) make any claim or take any action adverse to Seller's ownership of Seller's Intellectual Property Rights;
- (d) register or apply for registrations, anywhere in the world, for Seller's Trademarks or any other Trademark that is similar to Seller's Trademarks or that incorporates Seller's Trademarks in whole or in confusingly similar part;
- (e) use any mark, anywhere, that is confusingly similar to Seller's Trademarks;
- (f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the products purchased under this Agreement (including Goods) or any Seller Trademark;
- (g) misappropriate any of Seller's Trademarks for use as a domain name without prior written consent from Seller;
- (h) alter, obscure, or remove any of Seller's Trademarks or trademark or copyright notices or any other proprietary rights notices placed on the products purchased under this Agreement (including Goods), marketing materials, or other materials that Seller may provide; or
- (i) without written consent of Seller, communicate to any third party, or otherwise provide publicly, such as by listing on Amazon.com or other online marketplace, Seller's business name, trade name, trademark, other intellectual property, or that of any Seller supplier.

20. Compliance with Law.

20.1 Each Party is in compliance with, and shall continue to comply with, all applicable laws, regulations, and ordinances. Each Party has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

20.2 Buyer represents that all Goods, Label Templates, and associated marketing materials have been provided by

Buyer to Seller or purchased from Seller by Buyer in accordance with government regulatory requirements of the jurisdiction wherein Goods will be shipped, marketed, and/or sold. Buyer accepts responsibility for verifying whether Goods shipped from the United States, or returned to the U.S., comply with U.S. Food and Drug Administration ("FDA") regulatory requirements including, but not limited to: compliance of ingredients, intended use claims within the regulatory classification scheme, certification requirements of color additives, standards of identity and specifications, manufacturing controls, facility registration, establishment registration and product listing, labeling, and packaging. For Goods that are non-compliant with U.S. regulations, Buyer accepts responsibility to obtain Export Certificates (e.g., Certificates of Free Sale) for countries that require such supporting documentation, and to make payment of associated certificate fees. Buyer also represents that Goods shipped from the United States for export to non-U.S. markets will comply with the laws of the importing country and for the country of destination, including compliance with all federal, state and local requirements.

20.3 If Buyer provides or causes to be provided OM Products to Seller, Buyer represents that none of such OM Products are adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides, as defined under the applicable federal, state or local laws, statutes, ordinances, or regulations, and that any OM Products it now has in storage, or will store in the future with Seller which require registration, permits, licenses or similar approvals under federal, state or local laws, statutes, ordinances or regulations are guaranteed to have such registrations, permits, licenses or approvals at the time such products are tendered to Seller and during the time they are in Seller's custody.

21. Insurance. During the Term of this Agreement, Buyer shall, at its own expense, maintain and carry in full force and effect, subject to appropriate levels of self-insurance, commercial general liability insurance (including product liability coverage) in a sum no less than is reasonable and standard in the industry for companies of similar size and operation with financially sound and reputable insurers. OM Products stored by the Seller are not insured against loss or damage. If Buyer desires insurance on the same, it may request such coverage in writing.

22. Term.

22.1 Initial Term. The term of this Agreement commences on the Effective Date and continues for a period of two (2) years unless it is earlier terminated pursuant to the terms of this Agreement or applicable Law (the "Initial Term").

22.2 Renewal Term. Upon expiration of the Initial Term, the term of this Agreement will automatically renew for additional successive one (1) year terms unless i) Buyer provides written Notice of non-renewal to Seller at least ninety (90) days prior to the end of the then-current term (each, a "Renewal Term" and together with the Initial Term, the "Term"), ii) as otherwise terminated by the Seller, unless any Renewal Term is earlier terminated pursuant to the terms of this Agreement or applicable Law, or iii) unless Seller has not performed any Services for Buyer for a period of six (6) consecutive months prior to the end of the then-current term. If Seller has not performed any Services for Buyer for a period of six (6) consecutive months prior to the end of the then-current term, there shall be no new Renewal Term and this Agreement will terminate. If the Initial Term or any Renewal Term is renewed for any Renewal Term(s) pursuant to this Section 22.2, the terms and conditions of this Agreement during each such Renewal Term will be the same as the terms in effect immediately prior to such renewal. In the event Buyer provides timely Notice of its intent not to renew this Agreement, then, unless earlier terminated in accordance with its terms, this Agreement terminates on the expiration of the Initial Term or then-current Renewal Term, as applicable.

23. Termination.

23.1 In addition to any other remedies that may be provided under this Agreement, a non-defaulting Party may terminate this Agreement with immediate effect upon written notice to the other Party, if:

(a) the other Party has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part and either the breach cannot be cured or, if the breach can be cured, it is not cured by the other Party, or the other Party has not commenced good faith efforts to effect such cure, within twenty (20) days after the breaching Party's receipt of written notice of such breach; or

(b) the other Party becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

23.2 This Agreement may be terminated by Seller at any time and for any reason with thirty (30) days prior written notice to Buyer. This Agreement may be terminated by Buyer with ninety (90) days prior written notice to Buyer provided Buyer has at the time of such notice fully paid all amounts, including disputed amounts as set forth in Section 14 hereof, due to Seller under this Agreement.

23.3 Buyer shall promptly, following the expiration or termination of this Agreement:

- (a) return to Seller all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Seller's Confidential Information (as defined in Section 24);
- (b) permanently erase all of Seller's Confidential Information from its computer systems;
- (c) remove or cause to be removed within ten (10) days any stored OM Products in Seller's possession or control from Seller facilities, whereupon if not removed within such time, Seller may at Buyer's cost and risk of loss dispose of such OM Products; and
- (d) upon Seller's request, certify in writing to Seller that it has complied with the requirements of this Section 23.3.

23.4 Except where the Agreement has been terminated by Buyer for cause:

- (i) Seller shall have the right, for a period of twenty (20) days following its receipt of a Notice of termination, to elect to receive work in process, e.g., perform Services, through the date of termination.
- (ii) Seller shall have the right, to receive payment for Services, and reimbursement for its reasonable out-of-pocket expenses incurred in connection with work in process, e.g., Services performed, through the date of termination. Such reimbursement amount may exceed the Price.

24. Confidentiality.

24.1 Confidential Information. All non-public, confidential, or proprietary information of each Party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, product listings or catalogs, pricing, including the Pricing Agreement, or any aspect thereof, discounts, or rebates, disclosed by either Party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by the disclosing Party in writing. Upon the disclosing Party's request, the recipient of information shall promptly return all documents and other materials received from the other party. The recipient shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the recipient at the time of disclosure; or (c) rightfully obtained by the recipient on a non-confidential basis from a third party. The rights and obligations of this paragraph apply equally to the affiliates, employees, contractors, and other representatives of each Party and shall survive for a period of five (5) years following the termination of this Agreement.

24.2 Return of Confidential Information. Upon termination of the Agreement, upon written demand by the Disclosing Party, the Receiving Party agrees that it will promptly return the Confidential Information to the Disclosing Party, including all copies thereof or, if requested to do so by the Disclosing Party, will destroy the Confidential Information.

24.3 Breach of Confidentiality. Violation of this section shall be considered a material breach of the Agreement and will entitle non-breaching Party to terminate this Agreement without liability to the other Party, and to pursue any and all other remedies available at law or in equity. The breaching Party acknowledges that a breach of this section would cause non-breaching Party irreparable harm and that non-breaching Party shall be entitled to appropriate injunctive relief in the event such breach is threatened or occurs. The non-breaching Party may seek injunctive relief without the necessity of filing a bond or undertaking and may seek injunctive relief without proof of damages. Notwithstanding the foregoing, Seller's total cumulative liability under this Section will not exceed an amount equal to all fees in the aggregate actually paid by Buyer to Seller during the six (6) month period immediately preceding any allegation by Buyer of disclosure of Confidential Information.

25. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, Pricing Agreements, forecasts, purchase orders, invoices, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Any additional, different, or conflicting terms proposed by the other party in any such document are expressly rejected and shall be of no force or effect unless expressly agreed to in writing and signed by both Parties. Performance by either party shall not constitute acceptance of any such terms.

26. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; (b) the intellectual property rights and obligations as set forth in Section 19 hereof, and (c) Confidentiality and indemnification of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

27. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

28. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. **Amendments.** No amendment to, or modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

30. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

31. **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

32. **Assignment.** Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Buyer of any of its obligations hereunder. Seller may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Buyer's prior written consent.

33. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

34. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third-persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

35. **Dispute Resolution.** In the event of any dispute relating to the terms of this Agreement, the Parties will make reasonable good faith efforts to first resolve such disputes informally, including by means of open prompt communication and a conference between representatives of Seller and Buyer who have authority to resolve the dispute.

36. **Arbitration.** Should a dispute arise concerning the terms and conditions of the Agreement or the breach of same by any Party hereto, Seller expressly reserves the option to require Buyer to first submit the dispute for resolution by binding arbitration before the American Arbitration Association in Pinellas County, Florida in accordance with the then current Commercial Arbitration Rules. Any award rendered shall be final and conclusive, and a judgment thereon may be entered in any court of competent jurisdiction. Nothing contained herein shall be construed to preclude either Party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. Nothing contained herein shall be construed to limit any legal remedies available to either party. Seller may, in its sole discretion, elect to file an action in any court of competent jurisdiction in Pinellas County, Florida, in lieu of and despite the alternative dispute resolution provision above. The prevailing party shall be entitled to an award of its reasonable costs and expenses, including attorney's fees, in any action or proceeding in connection with, arising out of, or under the Agreement.

37. **Choice of Law.** This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, the Pricing Agreement(s) between the Parties referred to herein, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply to this Agreement or to any transactions between the Parties. The Parties further agree that except as otherwise specified by this Agreement, the provisions of the Uniform Commercial Code as adopted in Chapter 672 of the Florida Statutes (Florida UCC) shall govern in the event of any inconsistency or ambiguity, and that standard trade terms shall be interpreted in accordance with terms trade

terms as defined in the Florida UCC, including FOB as set forth in § 672.319.

38. Choice of Forum. Except as set forth in Section 36 (Arbitration) of this Agreement, each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from, based on, or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than federal or state courts sitting in or serving Pinellas County, Florida including the United States District Court for the Middle District of Florida, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such court. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

39. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

40. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary herein, a signed copy of this Agreement delivered by e-mail, facsimile, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Additionally, an electronic signature, such as a signature made using DocuSign, pdf, or e-mail, is deemed to have the same force and effect as an original signature.

41. Force Majeure.

41.1 Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement except for any obligations of Buyer to make payments to Seller hereunder, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, hurricane, flood, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) failure of a common carrier, government order, law, tariff or action; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party.

41.2 The Impacted Party shall give notice to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

43. Recordkeeping. Both Parties agree to keep complete and accurate books of account, records, and other documents with respect to this Agreement and all Orders, including, but not limited to, compliance with the terms of this Agreement and any fees paid under it ("Books and Records"). Such Books and Records shall be kept by both Parties for three (3) years following expiration or termination of this Agreement.

44. Data & Privacy. Buyer confirms that any personal data it provides to Seller in connection with the sale, storage, shipment, or fulfillment of goods under this Agreement has been lawfully obtained and, if applicable, is transferred in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and all other applicable data protection laws. Seller shall process such personal data solely as necessary to perform its obligations under this Agreement, and only on documented instructions from Buyer, unless required to do otherwise by law. Buyer remains solely responsible for the lawfulness of the data processing, including ensuring that a valid legal basis and all necessary data subject consents have been obtained. Seller shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage. Seller shall not be liable for any GDPR-related claims or breaches arising from Buyer's failure to comply with applicable data protection laws or from instructions that are unlawful or inadequate.

45. Complaints, Litigations, and Government Actions. Buyer hereby agrees to promptly provide Seller copies of all complaints or inquiries received by it, or legal filings made against it in court or otherwise, from any party including a governmental agency that in any way relate to or have a potential effect on the Goods or Services provided hereunder. In the event Seller is requested or required, as a result of any such action, to change the manner in which it does business in any material respect,

Seller shall have the option to terminate this Agreement immediately and terminate the availability of such Goods and Services hereunder as soon as it deems practicable.

46. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”, and with the correlative meaning “Notify”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, shipping/postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer:

Trusted Nutra Products  
1260 N Main St.  
Vidor, TX 77662

E-mail: [contact@trustednutraproduct.com](mailto:contact@trustednutraproduct.com)

Notice to Seller:

Full Stack Fulfillment, LLC  
4711 34<sup>th</sup> St. N. Suite F  
St. Petersburg, Florida 33714

E-mail: [notice@fullstackfs.com](mailto:notice@fullstackfs.com)

/SIGNATURE PAGE FOLLOWS/

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Trusted Nutra Products LLC

By Humma Iqbal

Name: Humma Iqbal

Title: CEO

Date: 11/25/2025

Full Stack Fulfillment, LLC

By Michael law

Name: Michael law

Title: CCO

Date: 11/24/2025

## EXHIBIT A

### UNIT VOLUME PROJECTIONS

\*The number of units Buyer desires fulfillment services on within the rolling listed time frame should be provided in each column. To assist Full Stack in providing high quality service to buyers, this table should be updated by Buyer and reported to Full Stack in writing on a live, rolling basis. To assist all parties, significant expected increases or decreases in volume are important to report. While Full Stack is not obligated to fulfill the projected amounts, it will make good faith efforts to do so. The Unit Volume Projections sheet and any forecasts provided hereon are subject to the rights and conditions set forth in Section 5 of this Agreement.

**EXHIBIT B**  
**PRICING AGREEMENT**

Client: Trusted Nutra Products LLC

Onboarding Fee:	\$750	
<b>Product / Service</b>	<b>SKU</b>	<b>Price:</b>
Advanced Brain	FS-ADV BRAIN-60-15BBBC	\$3.75
Prostate Tablet	FS-587-30-100WBWC	\$3.50
Keto BHB Capsules	FS-KETO-60-150 WBWC	\$3.50
1st Pick	XX	\$1.25
Additional Picks	XX	\$0.00
Poly Mailer	XX	\$0.15
Dividers	XX	\$0.60
Bubble Pouch	XX	\$0.13
Shipping Box	XX	\$0.45

Terms:

Buyer Signature:  Date Signed: 11/25/2025  
 Buyer Signature: Humma Iqbal (Nov 25, 2025 14:59:42 GMT+5)

Seller Signature:  Date Signed: 11/24/2025  
 Seller Signature: Michael Law (Nov 24, 2025 14:00:18 EST)

**Wire Information for Payment:**

**Full Stack Fulfillment, LLC**  
**4711 34th St. N. Suite F**  
**Saint Petersburg, FL 33714**

**Account #: 4316713290**  
**Routing #: 067014822**

# Trusted Nutra Products LLC Fulfillment & Pricing Agreement

Final Audit Report

2025-11-25

Created:	2025-11-24
By:	Julia Poston (julia.poston@fullstackfs.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1WaFrd7JxN4rvrlmJkPWuaqZ5GiS2hb

## "Trusted Nutra Products LLC Fulfillment & Pricing Agreement" History

-  Document created by Julia Poston (julia.poston@fullstackfs.com)  
2025-11-24 - 6:28:28 PM GMT
-  Document emailed to Michael law (michael.law@eaglelabsinc.com) for signature  
2025-11-24 - 6:29:35 PM GMT
-  Email viewed by Michael law (michael.law@eaglelabsinc.com)  
2025-11-24 - 6:59:17 PM GMT
-  Document e-signed by Michael law (michael.law@eaglelabsinc.com)  
Signature Date: 2025-11-24 - 7:00:18 PM GMT - Time Source: server
-  Document emailed to contact@trustednutraproduct.com for signature  
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-  Signer contact@trustednutraproduct.com entered name at signing as Humma Iqbal  
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