

VENDOR SERVICES AGREEMENT

This Vendor Services Agreement ("Agreement") is entered into as of February 20, 2026 (the "Effective Date"), by and between:

Client: Atlas Retail Corporation, a Nevada corporation, with its principal offices at 3900 Las Vegas Blvd South, Suite 1200, Las Vegas, NV 89119 ("Client" or "Atlas")

Vendor: Quantum Supply Chain Solutions Inc., a Texas corporation, with its principal offices at 2000 McKinney Avenue, Suite 600, Dallas, TX 75201 ("Vendor")

RECITALS

WHEREAS, Client operates a chain of 340 retail locations across 28 states and requires comprehensive supply chain management, warehousing, and logistics services; and

WHEREAS, Vendor specializes in supply chain optimization, inventory management, and third-party logistics services at scale;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. SERVICES

1.1 Vendor shall provide the following services to Client (collectively, the "Services"):

- (a) Warehousing and Distribution: Operation and management of two (2) regional distribution centers located in Dallas, Texas and Columbus, Ohio, with a combined capacity of 500,000 square feet;
- (b) Inventory Management: Real-time inventory tracking, demand forecasting, safety stock optimization, and automated reorder management across all SKUs;
- (c) Transportation and Logistics: Management of inbound and outbound freight, including carrier sourcing, rate negotiation, route optimization, and last-mile delivery coordination;
- (d) Technology Platform: Provision of Vendor's proprietary warehouse management system ("WMS") and transportation management system ("TMS") for Client's use, including API integrations with Client's ERP and point-of-sale systems;
- (e) Reporting and Analytics: Monthly operational reports, quarterly business reviews, and access to real-time dashboards covering KPIs including order fill rate, inventory accuracy, on-time delivery, and cost per unit shipped.

1.2 Service Levels. Vendor shall perform the Services in accordance with the Service Level Agreement attached as Exhibit A, which includes the following minimum standards:

- (a) Order accuracy rate: 99.5%
- (b) On-time shipment rate: 98.0%
- (c) Inventory accuracy: 99.0%
- (d) Order processing time: Same-day for orders received before 2:00 PM local time
- (e) System uptime (WMS/TMS): 99.9%

2. FEES AND PAYMENT

2.1 Vendor Fees. Client shall pay Vendor the following fees:

- (a) Warehousing: \$0.42 per square foot per month for storage, plus \$3.75 per pallet in/out handling;
- (b) Order Fulfillment: \$1.85 per order picked, packed, and shipped;
- (c) Transportation Management: 8% of total freight spend managed;
- (d) Technology Platform: \$12,000 per month;
- (e) Monthly Management Fee: \$18,500 per month.

2.2 Minimum Volume Commitment. Client commits to a minimum monthly volume of 50,000 orders. If actual volume falls below 30,000 orders in any month, Vendor may assess a shortfall surcharge of \$0.50 per order below the 30,000 threshold.

2.3 Cost Adjustments. Fees may be adjusted annually on the anniversary of the Effective Date to reflect changes in the Consumer Price Index (CPI-U), provided that any increase shall not exceed four percent (4%) per annum.

2.4 Payment Terms. Vendor shall submit invoices on the first business day of each month for the prior month's services. All invoices are due and payable within forty-five (45) days of receipt.

2.5 Disputed Invoices. Client must notify Vendor of any disputed charges within fifteen (15) days of invoice receipt. Undisputed portions must be paid in accordance with Section 2.4.

3. TERM AND TERMINATION

3.1 Initial Term. This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years (the "Initial Term").

3.2 Renewal. This Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of non-renewal at least one hundred twenty (120) days prior to the end of the then-current term.

3.3 Termination for Cause. Either party may terminate this Agreement if the other party: (a) materially breaches this Agreement and fails to cure within forty-five (45) days of written notice; (b) becomes insolvent or files for bankruptcy protection; or (c) fails to meet Service Levels for three (3) consecutive months.

3.4 Termination for Convenience. Either party may terminate this Agreement for convenience upon one hundred eighty (180) days written notice to the other party. If Client terminates for convenience during the Initial Term, Client shall pay Vendor an early termination fee equal to three (3) months of the average monthly fees incurred during the preceding six (6) months.

3.5 Transition Assistance. Upon termination for any reason, Vendor shall provide reasonable transition assistance for a period of up to ninety (90) days to facilitate Client's transfer to an alternative vendor. Client shall compensate Vendor for transition services at Vendor's standard time-and-materials rates.

4. CONFIDENTIALITY

4.1 Each party agrees to maintain the confidentiality of the other party's Confidential Information for the duration of this Agreement and for five (5) years thereafter.

4.2 Confidential Information includes all non-public business, technical, and financial information, including product data, pricing, customer lists, and proprietary methodologies.

5. DATA AND INTELLECTUAL PROPERTY

5.1 Client Data. All data provided by Client or generated from Client's operations remains Client's sole property. Vendor shall not use Client Data for purposes other than performing the Services without Client's consent.

5.2 Vendor IP. All proprietary software, systems, tools, and methodologies provided by Vendor remain Vendor's intellectual property. Client receives a non-exclusive license to use Vendor's technology solely for purposes of receiving the Services during the term.

5.3 Data Security. Vendor shall comply with industry-standard security practices, including PCI DSS Level 1 compliance for payment card data handling, and shall maintain cyber liability insurance of at least \$5,000,000.

6. LIABILITY AND INDEMNIFICATION

6.1 Vendor Liability. Vendor's total aggregate liability under this Agreement shall not exceed the total fees paid by Client during the twelve (12) months preceding the event giving rise to the claim. This includes liability for loss or damage to Client's inventory while in Vendor's possession, which shall be limited to the declared value of the goods or \$50 per unit, whichever is lower.

6.2 Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR LOST REVENUE.

6.3 Vendor Indemnification. Vendor shall indemnify, defend, and hold harmless Client from any third-party claims arising from: (a) Vendor's negligence or willful misconduct; (b) Vendor's breach of this Agreement; (c) any bodily injury or property damage occurring at Vendor's facilities.

6.4 Client Indemnification. Client shall indemnify Vendor from any claims arising from defective, hazardous, or mislabeled products provided by Client for storage or distribution.

7. INSURANCE

7.1 Vendor shall maintain the following insurance during the term:

- (a) Commercial general liability: \$5,000,000 per occurrence / \$10,000,000 aggregate
- (b) Workers' compensation: Statutory limits
- (c) Commercial automobile: \$2,000,000 combined single limit
- (d) Warehouse legal liability: \$10,000,000 per occurrence
- (e) Cyber liability: \$5,000,000 per occurrence
- (f) Umbrella / excess liability: \$15,000,000

8. GOVERNING LAW

8.1 This Agreement shall be governed by the laws of the State of Texas, without regard to conflict of laws principles.

8.2 Any dispute shall be resolved through binding arbitration in Dallas, Texas, conducted under the rules of the American Arbitration Association.

9. FORCE MAJEURE

9.1 Neither party shall be liable for delays or failures in performance resulting from circumstances beyond its reasonable control, including natural disasters, pandemics, government actions, labor disputes, or acts of terrorism. The affected party must provide prompt notice and use commercially reasonable efforts to resume performance.

10. GENERAL PROVISIONS

10.1 This Agreement, including all Exhibits and SOWs, constitutes the entire agreement between the parties.

10.2 This Agreement may be amended only by a written agreement signed by authorized representatives of both parties.

10.3 Assignment requires prior written consent except in connection with a merger or acquisition.

10.4 Waiver of any provision shall not constitute ongoing waiver.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ATLAS RETAIL CORPORATION

QUANTUM SUPPLY CHAIN SOLUTIONS INC.

By: _____

By: _____

Name: David R. Martinez

Name: Karen L. Johansson

Title: EVP, Supply Chain

Title: President & CEO

Date: February 20, 2026

Date: February 20, 2026