

## FROZEN BEVERAGE PROGRAM AGREEMENT (2026)

This Agreement is between Freezing Point LLC, a Utah Corporation (Freezing Point, The Company, We, Us) and the Customer specified below;

The Customer Billing Information (the Customer, You, Your)			
Account Contact Name:		Account Contact Title (e.g., Owner, Manager):	
Account Name (company name and DBA, if different):		Chain Name (only applicable with 3+ locations):	
Street Address:		City:	State: Zip/Postal Code:
Account Contact Phone Number:		Email:	
Distribution Partner Information (the Distributor)			
Distributor	Distributor Division (if applicable):		Primary Distributor (YES/NO):
Distributor Account Manager:		Phone Number:	E-mail:

**PRODUCT.** We desire to sell frozen beverage products under the Frazil, Frazil Energy and/or Café Tango trademarks (the Product) and You desire to sell the Product at the Location(s) specified in Exhibit A according to the terms and conditions of this Agreement as specified below.

**PROGRAM AND PRICING.** We agree to temporarily provide You a Bunn Ultra or substantially similar two-bowl Frozen Beverage Machine (the Machine) to be used to sell the Product at the Location(s) specified in Exhibit A and You agree to sell ONLY the Frazil, Frazil Energy and/or Café Tango Product through the Machine(s) provided by Us. Any use of the Machine(s) by You to sell any product other than Frazil, Frazil Energy and/or Café Tango product constitutes a breach of this Agreement, theft of product or services by You, and subjects You to the penalties and remedies described herein. You further agree to purchase the Product through the Distributor listed above and pay the Distributor's price for each case of the Product. You acknowledge that all pricing is subject to change and may vary by Distributor.

**PROGRAM QUALIFICATIONS AND REQUIREMENTS.** You acknowledge that each location listed in Exhibit A of this agreement meets the minimum qualification criteria specified below (The Customer must initial next to each requirement):

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**MINIMUM PURCHASE.** You agree to purchase the minimum product purchase obligation annually for each Machine provided by Us. We will begin tracking the product purchase minimums starting the first full calendar month after the Machine(s) are installed in Your location(s). In the event that You fail to purchase the annual minimum, We reserve the right to remove the Machine(s). Should You fail to comply with the removal of the Machine(s), we also reserve the right to either force out the prorated product shortfall through the Distributor at the agreed upon product price, or invoice You at the distributor price/case for each case that you are short of the prorated annual minimum.

**MARKETING.** Upon the initial installation of the Machine(s) at the Location(s) We will provide You with basic marketing materials to promote the sale of the Product. We may from time to time produce additional marketing materials that You can use to promote the sale of the Product at Your Location(s). You agree to use Your reasonable best efforts to promote the Frazil, Frazil Energy and/or Café Tango Trademark(s) and Product at Your Location(s).

**DATA REPORTING.** You authorize Us to receive location specific information pertaining to the Frazil, Frazil Energy and/or Café Tango Program, including Frazil, Frazil Energy and/or Café Tango program pre-qualification information (as specified on Exhibit A) and Frazil, Frazil Energy and/or Café Tango case sales data, which will be used to qualify and optimize Your FUB category performance and customer experience.

**MACHINE REPAIRS.** We agree to pay for all repairs that are required to keep the Machine(s) in good working order. All repairs will be performed by an authorized service provider selected by us.

**MACHINE CLEANING AND SANITATION.** You agree to perform all routine maintenance including but not limited to: (1) cleaning the exterior of the Machine(s) and emptying the drip tray(s) daily, (2) cleaning and sanitizing the Machine(s) at least monthly or as often as may be required by the local health department, and (3) cleaning the filter at least monthly or as often as needed. You agree to follow the recommended cleaning and sanitation procedures provided by the Machine manufacturer and Us and agree to pay for any repairs that are required because of neglect.

**PRODUCT PREPARATION.** You agree to mix the Product according to instructions provided by Us. You further agree to use Your best efforts to keep the Machine(s) full of the Product at all times.

**FRAZIL AND/OR CAFÉ TANGO BRANDED CUPS.** Unless otherwise agreed upon in writing, you agree to use only Frazil and/or Café Tango branded cups, with at least three different Frazil cup sizes (three of 12, 20, 32, and 40 oz) and at least two different Café Tango cup sizes (16, 24 oz).

**TERM.** The term of this Agreement ("Term") will be in effect for three (3) years as of the date of this Agreement below. After the expiration of the initial term of this Agreement, the term of this Agreement will automatically be extended and continue indefinitely; provided that after the expiration of the initial term you may terminate this Agreement upon no less than 90 days advance written notice to Freezing Point.

**FAILED INSTALLATION.** In the event that any of the qualifications listed above are misrepresented and/or delivery is refused by the Customer and We are unable to install the Machine(s) at Your Location(s) then You agree to pay Us \$450.00 to cover the cost of the failed install.

**TRADEMARK.** You acknowledge that the Frazil, Frazil Energy and Café Tango trademarks are federally registered trademarks and can only be used for the sale and distribution of the Products. All marketing materials, advertising materials or printed cups bearing the Frazil, Frazil Energy or Café Tango trademarks must be provided by Us or approved by Us in writing. You acknowledge that federal trademark law gives Us the right to control the nature and quality of the products associated with the trademark and agree to allow Us to conduct the necessary inspections, tests and audits to ensure compliance with the standards specified by Us. You are not entitled, either by implication or otherwise, to any title or interest in any trademark, trade name, logo, design, or copyright materials created by Us. In the event that You ever discontinue selling the Product You agree to remove and destroy all Frazil, Frazil Energy and Café Tango branding and marketing materials from the Location(s) listed in Exhibit A. You further agree that you will not alter or remove the Frazil, Frazil Energy and Café Tango trademarks from the Machines or other Freezing Point products provided to You, nor rebrand or use any trademark other than Frazil, Frazil Energy and Café Tango in connection with the use and operation of the Machines and other Freezing Point products.

**PRODUCT WARRANTY.** We represent and warrant that the Products provided by Us complies with Federal, State, and Local laws and will be of merchantable quality. If any Products do not conform to such warranty and You report such nonconformity to Us within ten (10) days of delivery, we will replace the nonconforming Product, through the Distributor without cost to You. Any liability for consequential and incidental damages is expressly disclaimed. Our liability in all events is limited to the purchase price paid.

**MACHINE OWNERSHIP. WE MAINTAIN OWNERSHIP OF THE BUNN ULTRA MACHINE(S) OR SUBSTANTIALLY SIMILAR MACHINE(S) PROVIDED TO YOU AND OWNERSHIP NEVER TRANSFERS TO YOU WITHOUT A WRITTEN SALES AGREEMENT.** We maintain the right to remove the Machine(s) from Your location(s) at any time for any reason. In the event that We deem it necessary to remove the Machine(s), You agree to not impede or restrict the removal. The Machine(s) may not be relocated or removed from the Location(s) by any person or entity, other than Freezing Point, without prior written consent from Us. The Machine(s) may not be sold, bartered or rented. You agree to notify Us with at least 30 days written notice of any Location(s) that are closing or transferring ownership; You also agree to inform the purchasing party of the location that the Machine(s) are owned by Us, and not included as part of the sales/transfer of ownership of the store; and You acknowledge that failure to inform the new store owner of Our ownership of the Machine is a misrepresentation of Machine ownership status to the store owner.

**DAMAGE, THEFT OR LOSS.** In the event of damage, theft or loss, You are responsible to pay Us the full replacement value of the Machine(s) provided and any legal fees required to secure the payment of the replacement value of the Machine.

**REMEDIES.** Any breach or default by You of any representation, warranty, covenant or agreement in this Agreement will entitle Us to pursue all legal remedies available to Us at law or in equity. Without limiting the foregoing and in addition to any other rights and remedies we have arising under this Agreement, upon any such breach or default by You, You agree that We are entitled to take any one or more of the following actions: (i) upon written notice to you, collect from you payment of any shortfall of your minimum purchase obligations under this Agreement which shall become immediately due and payable; (ii) recover from You all of Our costs and expenses (including attorney's fees) incurred on account of Your breach or default and Our efforts to enforce our remedies; (iii) recover from You all profits you received for improper use of the Machines (including rebranding of the Machines or selling of non-Frazil products in the Machines, or selling or conveying the Machines themselves); and (iv) obtain injunctive relief against You to prohibit your current and future breaches and defaults under this Agreement. All of Our remedies are cumulative and may be exercised concurrently or separately.

**PROPERTY TAX.** You are responsible to pay any applicable property tax that may be charged by the city, county or state on the Machine(s) provided by Us. We reserve the right to invoice You for any property tax that may be levied upon Us.

**GOVERNING LAW.** This Agreement shall be governed exclusively by the laws of the State of Utah. If litigation results, we both agree to reimburse the prevailing party reasonable attorney's fees, court costs, and all other expenses.

**INDEMNIFICATION.** You accept all responsibility of risks of loss, injury or damage caused by the Machine(s) or by the operation of the Machine(s) and shall indemnify Us for all liabilities, claims, suits, damages and losses arising from the same. This indemnity will continue even after this Agreement has ended.

**FAILURE TO ENFORCE.** The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future.

**CONFIDENTIALITY.** All information concerning the Product, Trademarks and distribution system that is not intended for public display shall be considered confidential and You agree not disclose this information to others.

**ELECTRONIC SIGNATURES.** Freezing Point and the Customer both agree that electronic signatures will be considered as good as original signatures and admissible in court as conclusive evidence of this Agreement. This Agreement is not binding until signed by Freezing Point.

**ASSIGNMENT.** You shall not assign or otherwise transfer any of Your rights or obligations under this Agreement.

**INDEPENDENT CONTRACTORS.** Freezing Point, The Customer and the Distributor are independent contractors, and nothing contained in this Agreement should be construed to create a partnership joint venture, an employer-employee relationship.

This Agreement constitutes the entire agreement between Freezing Point and the Customer and is executed as of \_\_\_\_\_ (Month/Day/Year).

**Freezing Point LLC:**

Name:

Title:

Signature:

**The Customer:**

Name:

Title:

Signature:

Date

Location Specific Information			
Location Name:		Dist. Account Number:	Type of Location:
Street Address:	City	State / Province:	ZIP / Postal Code:
Main Contact:	Main Contact Title:	Main Contact Phone Number (Mobile):	Main Contact Email:
Site Phone Number (Landline):	Site Email (if applicable):	Best time to contact:	Preferred method of contact:
		Does this location already have a Frazil machine? (YES/NO)	<b># of Frazil Machines requested for installation?</b>
		Does this location already have a Frazil Energy machine? (YES/NO)	<b># of Frazil Energy Machines requested for installation?</b>
		Does this location already have a Café Tango Machine? (YES/NO)	<b># of Café Tango Machines requested for installation?</b>
Additional comments and information about this location:			

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Location Name:		Dist. Account Number:	Type of Location:
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Main Contact:	Main Contact Title:	Main Contact Phone Number (Mobile):	Main Contact Email:
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Site Phone Number (Landline):	Site Email (if applicable):	Best time to contact:	Preferred method of contact:
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Street Address:	City	State / Province:	ZIP / Postal Code:
Main Contact:	Main Contact Title:	Main Contact Phone Number (Mobile):	Main Contact Email:
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