

Master Supply & Services Agreement

between

Zava Retail, Inc. ("Zava")

and

Graphenex Materials Ltd. ("Supplier")

Effective Date: July 1, 2025

This Agreement governs the supply of high-performance textiles and smart-sensor apparel components and related services by Supplier to Zava for incorporation into Zava's retail products.

1. Definitions

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

Confidential Information: all non-public information disclosed by either party that is identified as confidential or would reasonably be understood to be confidential, including product plans, pricing, customer data, and specifications.

Deliverables: finished goods or components delivered by Supplier under a Purchase Order.

Intellectual Property Rights: patents, copyrights, trade secrets, trademarks, database rights, and similar rights anywhere in the world.

Personal Data: any information relating to an identified or identifiable natural person processed in connection with the Services.

Purchase Order or PO: Zava's ordering document issued under this Agreement.

Specifications: the written technical, quality, and labeling requirements provided by Zava and accepted by Supplier.

2. Scope; Ordering

2.1 Supplier shall manufacture and supply the Deliverables described in Schedule 1 and perform related services (including design assistance, testing, and quality assurance).

2.2 Zava will issue POs specifying quantities, delivery locations, and requested delivery dates. Supplier will acknowledge POs within two (2) business days.

2.3 No terms on Supplier quotations, order acknowledgements, or invoices shall modify this Agreement unless expressly agreed in a writing signed by both parties.

3. Pricing; Payment Terms

3.1 Prices are as stated in Schedule 1. Unless otherwise specified, prices are DDP (Incoterms 2020) Zava's U.S. distribution center and include duties and freight.

3.2 Prices may be adjusted annually on thirty (30) days' prior written notice by Supplier in an amount not to exceed CPI-U + 4%. If Zava objects, the parties will negotiate in good faith; failing agreement, Zava may terminate the affected items for convenience without penalty.

3.3 Invoices are due net forty-five (45) days from receipt of a valid invoice. Invoices must reference the PO number and itemized quantities delivered.

3.4 Taxes: Prices exclude sales/use taxes; Supplier will itemize applicable taxes and remit as required.

4. Delivery; Title; Risk of Loss; Acceptance

4.1 Supplier shall deliver Deliverables on the dates specified in the applicable PO. Time is of the essence.

4.2 Title and risk of loss transfer upon Zava's receipt at the delivery location (DDP).

4.3 Zava shall have ten (10) business days after delivery to inspect and accept or reject Deliverables that fail to conform to the Specifications or PO. Rejected Deliverables will, at Zava's

option, be repaired, replaced, or refunded within ten (10) business days.

5. Quality; Service Levels

5.1 Supplier will comply with the quality metrics in Schedule 2 including Defect Rate, On-Time Delivery, and Correct Documentation thresholds.

5.2 If Supplier fails to meet any Service Level for two consecutive months, Supplier shall provide a corrective action plan within five (5) business days and issue service credits as set forth in Schedule 2.

6. Warranties

6.1 Supplier warrants that all Deliverables (a) conform to the Specifications and are free from defects in materials and workmanship for twelve (12) months from Zava's acceptance; (b) are new and not refurbished; and (c) are manufactured in compliance with applicable laws.

6.2 Supplier warrants that it has good title to Deliverables and that Deliverables do not infringe any third-party Intellectual Property Rights.

6.3 EXCEPT AS EXPRESSLY PROVIDED, NEITHER PARTY MAKES OTHER WARRANTIES, EXPRESS OR IMPLIED; SUPPLIER DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Data Protection; Security

7.1 To the extent Supplier processes Personal Data for or on behalf of Zava, the parties shall enter a separate Data Processing Addendum (DPA). In the event of conflict, the DPA controls.

7.2 Security. Supplier shall maintain administrative, physical, and technical safeguards consistent with ISO 27001 or equivalent and the controls listed in Schedule 3.

7.3 Breach Notice. Supplier shall notify Zava without undue delay and in any event no later than fifteen (15) business days after becoming aware of a Personal Data Breach.

8. Intellectual Property; License

8.1 As between the parties, each party retains ownership of its pre-existing materials and background IP.

8.2 Deliverables that are specially developed for Zava under a Zava-funded development PO will be owned by Zava upon payment, and Supplier hereby assigns all right, title, and interest to such Deliverables. For off-the-shelf Supplier Components, Supplier retains ownership and grants Zava a worldwide, irrevocable, royalty-free license to use, sell, import, and distribute such components integrated into Zava products.

8.3 Supplier may list Zava as a customer in plain text lists but shall not use Zava's trademarks without prior written consent.

9. Confidentiality

9.1 Each party shall protect the other's Confidential Information using at least the same degree of care it uses to protect its own similar information (but no less than a reasonable degree of care) and use it solely to perform this Agreement.

9.2 Exclusions and compelled disclosure apply as standard.

9.3 Upon termination, each party will return or destroy the other's Confidential Information, except as required by law to retain archival copies.

10. Compliance with Laws

10.1 Supplier shall comply with applicable laws including anti-bribery, sanctions/export control, labor, environmental, and consumer protection laws. Supplier will provide certificates of origin and compliance upon request.

10.2 Supplier shall maintain all necessary permits and certifications for manufacturing and exporting the Deliverables.

11. Indemnity

11.1 Supplier shall defend, indemnify, and hold harmless Zava and its Affiliates from third-party claims alleging that the Deliverables infringe Intellectual Property Rights, or arising from Supplier's breach of law or willful misconduct.

11.2 Zava shall defend, indemnify, and hold harmless Supplier from third-party claims alleging that Zava's Specifications provided by Zava infringe third-party rights.

12. Limitation of Liability

12.1 EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED BY LAW, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY ZAVA TO SUPPLIER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

12.2 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY.

13. Insurance

13.1 Supplier shall maintain at its own expense: (a) Commercial General Liability USD \$2,000,000 per occurrence; (b) Product Liability USD \$2,000,000; (c) Workers' Compensation as required by law; and (d) Cyber Liability USD \$1,000,000.

13.2 Upon request, Supplier shall provide certificates of insurance naming Zava as an additional insured for CGL and Product Liability.

14. Term; Termination

14.1 Term. This Agreement begins on the Effective Date and continues for an initial term of three (3) years and shall automatically renew for successive one-year terms unless either party gives notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

14.2 Termination for Convenience. Either party may terminate this Agreement or any PO for convenience upon ninety (90) days' written notice.

14.3 Termination for Cause. Either party may terminate for a material breach not cured within thirty (30) days after written notice.

14.4 Effect of Termination. Zava shall pay for conforming Deliverables received prior to the effective date; Supplier shall promptly refund any prepaid amounts for undelivered Deliverables.

15. Records; Audit

15.1 Supplier shall retain production, quality, and security records related to Deliverables for at least three (3) years.

15.2 Upon at least five (5) business days' notice, Zava may audit Supplier's relevant records and facilities during normal business hours to verify compliance with this Agreement and the Service Levels.

16. Subcontracting; Assignment

16.1 Supplier may not subcontract material obligations without Zava's prior written consent, which shall not be unreasonably withheld.

16.2 Neither party may assign this Agreement without the other party's prior written consent, except either party may assign in connection with a merger, acquisition, or sale of substantially all assets.

17. Notices

17.1 All notices must be in writing and delivered by personal delivery, reputable courier, or email with confirmation to the addresses below.

18. Governing Law; Dispute Resolution

18.1 This Agreement is governed by the laws of England and Wales, excluding its conflict of law rules.

18.2 The courts of London, England shall have exclusive jurisdiction. Each party irrevocably submits to such jurisdiction.

19. Force Majeure

19.1 Neither party will be liable for delay or failure to perform due to causes beyond its reasonable control; however, strikes of a party's own workforce shall not excuse performance.

20. Order of Precedence

20.1 In the event of conflict, the order of precedence is: (1) DPA (if applicable); (2) this Agreement; (3) Schedule 1; (4) Purchase Orders; (5) other documents.

21. Entire Agreement; Amendments; Waiver

21.1 This Agreement and its Schedules constitute the entire agreement and supersede prior agreements on the subject matter. Amendments must be in writing signed by both parties. Waivers must be in writing.

22. Severability; Counterparts; No Third-Party Beneficiaries

22.1 If any provision is held invalid, the remainder will remain in effect. This Agreement may be executed in counterparts and by electronic signature. No third party is a beneficiary.

Schedule 1 — Products, Specifications & Pricing

	Description	UOM	Unit Price (USD)	MOQ	Lead Time (d)
EECE-01	Aura Field Elite graphene-infused fleece (men)	unit	\$48.00	1,000	
EECE-02	Aura Field Elite graphene-infused fleece (women)	unit	\$48.00	1,000	
R-BND-A1	Bio-sensor forearm band module	unit	\$12.50	500	
LED-X	Seam-sealed zipper assembly	unit	\$2.10	2,000	

Notes: Prices exclude sales/use tax. Volume discounts apply at 10k+/quarter (–3%) and 25k+/quarter (–6%). CPI-U + 4% annual cap per \$3.2.

Schedule 2 — Service Levels (Quality & Delivery)

Metric	Target	Measurement	Credit/Remedy
On-Time Delivery	≥ 95% per month	Delivered by PO date ±2 days	1% credit of monthly PO value for each day late
Defect Rate (DPPM)	≤ 800 DPPM	Defects per million units during 90-day warranty	Replace/repair or 1:1 credit
Correct Documentation	≥ 99%	Accurate labels, pack lists, MSDS as applicable	0.5% credit per miss (cap 5%)

If a Service Level is missed for two consecutive months, Supplier must deliver a root-cause analysis and corrective action plan within five (5) business days.

Schedule 3 — Security & Data Protection Controls (Summary)

- Governance: Named security officer; annual risk assessments.
- Access: MFA for all administrative access; least privilege; quarterly access reviews.
- Data: Encryption in transit (TLS 1.2+) and at rest (AES-256).
- Development: Secure SDLC; code review; vulnerability scanning prior to release.
- Physical: Badge-controlled facilities; CCTV; visitor logs.
- Incident Response: 24×7 monitoring; runbooks; table-top exercises annually.
- Subprocessors: Maintain list; require equivalent protections; notify Zava prior to changes.
- Retention: Personal Data deleted or anonymized within 60 days of termination of services.

Notices

Zava Retail, Inc.
Attn: Legal Department
123 Mercator Way, Tulsa, OK 74104 USA
legal@zavaretail.example

Graphenex Materials Ltd.
Attn: Contracts
88 Fusion Park, Jurong, Singapore 609999
contracts@graphenex.example

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

, Inc.

Graphenex Materials Ltd.

April Michelle (VP Supply Chain)

By:
Name:
Date:

Kenji Tan (CEO)
