



## **VENDOR SUPPLY AGREEMENT**

### **1. Onboarding and Listing**

Vendor shall transmit complete and accurate Inventory Data via either (a) YCC's designated API, (b) a spreadsheet template supplied by YCC and returned in CSV or XLSX format, (c) manual entry into the vendor console, or (d) another agreed-upon means that is evidenced in a separate writing signed by the Parties. Vendor represents that all Products, packaging, documentation, and labeling (including CE marks, WEEE, RoHS, REACH, FCC, FDA, USCG, or other mandatory notices) fully comply with the laws of each jurisdiction to which the Products may be shipped to Customers via the Platform. Vendor shall promptly update the Platform upon any change in availability, regulatory status, or safety recall and shall facilitate, at Vendor's sole expense, any change in product status, availability or recall supply.

### **2. Pricing; No Commission**

Vendor sets its own net price for each Product and acknowledges that YCC will not deduct a Platform commission. Any Stripe processing fees, currency-conversion fees, or chargebacks are borne by Vendor and automatically net-settled by Stripe. Except for those pass-through fees, Vendor receives one hundred percent (100 %) of the gross amount collected from the Customer.

### **3. Payment Handling**

Vendor must maintain a valid, verified Stripe Connect Account. YCC will instruct Stripe to release funds to Vendor following confirmation of shipment or such alternative trigger as YCC and/or Vendor may specify and agree to in writing. Vendor consents to Stripe's Terms of Service and data-sharing policies, acknowledges that Stripe is the payment service provider, and agrees that neither YCC, its Platform nor any Customer is liable for Stripe's acts or omissions. Vendor is responsible for compliance with PSD2 Strong Customer Authentication, indirect-tax registration (including EU VAT OSS/IOSS where applicable), and U.S. sales-tax collection where required.



#### **4. Fulfillment and Delivery**

Vendor bears sole responsibility for picking, packing, export clearance, import customs, duties, last-mile delivery, title transfer, and risk of loss until confirmed delivery to Customer. Vendor shall ship all Products within the lead times advertised on the Platform and shall upload tracking numbers and commercial invoices through the Platform's vendor console within twenty four (24) hours of dispatch. If Vendor fails to meet stated lead times or engages in partial shipment of Products without YCC's prior consent, YCC may cancel the order, refund the Customer, and/or charge Vendor for any additional costs or penalties incurred.

Risk of loss passes to Customer upon delivery. For each shipment delivered more than forty-eight (48) hours after the advertised delivery window, Vendor shall automatically credit YCC 5 % of the order value as liquidated damages. If delay exceeds seven (7) days, YCC may cancel and obtain substitute goods; incremental costs are recoverable by set-off.

Vendor shall maintain a written business-continuity and disaster-recovery plan meeting ISO 22301 or equivalent, with a Return to Operations ("RTO") not greater than 24 hours for mission-critical systems. Vendor must notify YCC within two (2) business hours of any disruption exceeding the RTO and cooperate with YCC's step-in or re-routing instructions. In the event of a force-majeure event such as a natural disaster, war, or other unforeseeable event, the Parties will work together to determine the best way to proceed and fulfill Customer orders.

#### **5. Regulatory and Trade Compliance**

Vendor represents that neither its Products nor any associated accessories or components are subject to embargoes, sanctions, or export-license restrictions under U.S., EU, UK, or UN regulations, and that Vendor, its owners, and its affiliates are not listed on OFAC's SDN List or equivalent sanctions list(s). Vendor shall maintain all licenses, ISO/CE certificates, material-safety data sheets, and insurance policies reasonably requested by YCC, and shall furnish copies within five (5) business days of a request. Vendor is solely responsible for safety incidents related to its Products, recalls, or mandatory conformity-assessment obligations.

On ten (10) days' notice (or immediately after a safety or data incident) YCC or its qualified auditor may inspect Vendor's facilities, books, and technical controls during normal hours. Vendor shall provide reasonable cooperation and remediate findings within thirty (30) days.

Vendor shall give at least thirty (30) days' written notice of (i) a merger, sale of  $\geq 50$  % equity, or asset transfer, or (ii) departure of any Key Personnel. YCC may, at YCC's sole discretion, terminate within fifteen (15) days if the new owner or entity fails to meet YCC's standards.



## **6. Warranties and Indemnities**

Vendor warrants that all products are in the condition represented (new, used, etc...), authentic, free from defects, fit for their intended purpose, and conform to all applicable specifications and legal requirements for at least twelve (12) months after delivery (or such longer or shorter period mandated by local consumer law(s) in the jurisdictions where said products are shipped). Vendor shall defend, indemnify, and hold harmless YCC, its affiliates, and their respective directors, officers, employees, and agents from any claims, fines, losses, or expenses arising out of (a) death, personal injury, or property damage caused by a Product sold and shipped by Vendor; (b) breach of any representation, warranty, or covenant herein; (c) infringement of any intellectual-property right; (d) failure to comply with tax or customs obligations; or (e) violation of data-protection, sanctions, export-control, or anti-bribery laws.

Vendor further warrants that Products are free of maritime liens, encumbrances, retention-of-title claims, and other security interests that could expose YCC or a Customer's vessel to arrest or detention. Vendor shall maintain traceability records for seven (7) years and, upon YCC request, execute any recall or market-withdrawal within forty-eight (48) hours at Vendor's sole expense. Vendor warrants all Products are genuine and not refurbished or counterfeit.

## **7. Data Protection**

Vendor shall implement and maintain controls aligned with ISO 27001 and the NIST CSF, including encryption in transit and at rest, multi-factor authentication, and annual external penetration testing. Vendor shall notify YCC of any Personal-Data Breach (as defined in GDPR) within twenty-four (24) hours and shall cooperate fully in remediation. Each party acts as independent controller for personal data it processes. Where EEA or U.K. personal data is transferred to Vendor in a country lacking an adequacy decision, the 2021 EU Standard Contractual Clauses (Module 1) and U.K. IDTA are hereby incorporated by reference. Vendor shall not store or process such data in a non-adequate jurisdiction without SCCs and documented supplementary measures.

## **8. Platform Use and Communication**

Vendor shall interact with Customers exclusively through the Platform or YCC-approved channels and shall not bypass YCC to transact directly. Only in specific emergency situations will YCC allow Vendors to communicate directly with Customers in order to resolve issues with orders or Products. Vendor shall not scrape, reverse-engineer, or misuse the Platform's API, nor shall Vendor make any false or misleading statements that could harm YCC's brand or cause regulatory exposure.



## **9. Insurance**

Vendor shall maintain (a) commercial general liability insurance of not less than two million U.S. dollars (USD \$2,000,000) per occurrence, (b) sufficient product-liability insurance covering all jurisdictions in which products are sold and shipped, (c) cargo insurance for in-transit goods, each from carriers rated at least A- by AM Best or equivalent, and (d) cyber-liability insurance of at least USD 1,000,000 per event, covering data-breach response, privacy liability, ransomware, and business-interruption losses. Vendor shall provide certificates of insurance upon request.

## **10. Disclaimer & Limitation of Liability**

The Parties acknowledge that YCC operates the Platform solely as an online marketplace and payment facilitator. YCC does not manufacture, warehouse, inspect, package, label, ship, import, export, or in any way take title to the Products, and YCC is not the seller of record. Vendor alone is responsible for (a) the design, manufacture, conformity, safety, packaging, labelling, import/export compliance, fulfilment, and delivery of the Products, and (b) compliance with all applicable laws, regulations, and standards in every jurisdiction to which Products are shipped. Accordingly, Vendor assumes full and exclusive liability for, and YCC expressly disclaims, any and all claims, losses, damages, penalties, fines, costs, and expenses of every kind arising out of or related to the Products or their sale, shipment, or use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM, ANY DEVELOPER TOOLS, AND YCC'S PAYMENT-FACILITATION SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND. YCC DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, (i) ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, (ii) ANY WARRANTY THAT THE PLATFORM WILL OPERATE WITHOUT INTERRUPTION OR ERROR, AND (iii) ANY WARRANTY THAT LISTING PRODUCTS ON THE PLATFORM WILL RESULT IN A PARTICULAR VOLUME OF SALES OR PROFIT. VENDOR AFFIRMS THAT IT IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION BY YCC THAT IS NOT EXPRESSLY CONTAINED IN THIS AGREEMENT.

EXCEPT FOR DAMAGES ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT, VENDOR'S INDEMNIFICATION OBLIGATIONS, AND YCC'S DIRECT BREACH OF ITS DATA-PROTECTION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER—OR TO ANY CUSTOMER OR THIRD PARTY—for ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.



NOTWITHSTANDING ANYTHING TO THE CONTRARY, YCC'S TOTAL CUMULATIVE LIABILITY—WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE—ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT TRANSACTION SHALL NOT EXCEED THE LESSER OF (1) THE PLATFORM AND PAYMENT-PROCESSING FEES ACTUALLY EARNED BY YCC ON THE SPECIFIC ORDER GIVING RISE TO THE CLAIM, OR (2) TEN THOUSAND UNITED STATES DOLLARS (USD \$10,000). THESE LIMITATIONS DO NOT APPLY TO VENDOR.

Vendor remains fully and solely liable, without limitation, for all losses, damages, fines, penalties, costs, and expenses arising from or relating to (i) any claim of personal injury, death, or property damage caused by a Product; (ii) any breach of Product conformity, safety, labelling, or import/export requirements; and (iii) any other liability that would ordinarily fall upon the manufacturer, distributor, or seller of a consumer good.

#### **11. Term, Termination, and Survival**

This Agreement commences on the Effective Date and continues until terminated by either party on thirty (30) days' written notice. YCC may terminate immediately for breach, sanctions listing, data-security incident(s), or insolvency. Sections 7–11 and any payment or indemnity obligations accrued prior to termination survive.

#### **12. Governing Law and Dispute Resolution**

This Agreement is governed by the laws of the State of Florida, excluding conflict-of-laws principles. To the extent Florida law is found unenforceable for non-U.S. based vendors, the law of the country/jurisdiction where the Vendor is domiciled applies, but only to the minimum extent required by that jurisdiction's mandatory consumer-protection rules.

If a dispute, controversy, or claim arising out of or relating to this Agreement (a "Dispute") cannot be resolved by the day-to-day business contacts, either Party may deliver a written "Escalation Notice." Within five (5) business days the Parties' operational managers shall confer; if unresolved after ten (10) days, the Parties' chief executive or legal officers shall confer by video or in person.

If the Dispute remains unresolved thirty (30) days after the Escalation Notice, the Parties shall participate in non-binding mediation administered by the American Arbitration Association ("AAA") or the International Centre for Dispute Resolution ("ICDR"), conducted virtually unless both Parties agree on Miami, Florida, as the physical location. Mediation fees are shared equally.

Any Dispute not settled in mediation within forty-five (45) days shall be finally resolved by binding arbitration under the ICDR International Arbitration Rules then in effect, subject to the following modifications:



(a) *Seat and law.* The seat (legal place) of arbitration is Miami, Florida, U.S.A., and Florida law governs the arbitral procedure; the substantive contract law is also Florida law, without regard to its conflict-of-laws rules.

(b) *Tribunal.* The tribunal shall consist of one (1) arbitrator fluent in English and experienced in commercial supply agreements and cross-border trade; if the amount in controversy exceeds two million U.S. dollars (USD 2,000,000.00) either Party may require a panel of three (3) arbitrators.

(c) *Language; filings.* The language of the arbitration is English. All filings may be made electronically. Hearings shall be virtual unless the tribunal determines that an in person hearing in Miami is essential.

(d) *Discovery.* Disclosure is limited to (i) documents specifically requested that are material and proportionate, and (ii) up to three fact depositions per side. The tribunal may apply the IBA Rules on the Taking of Evidence (2020) for guidance.

(e) *Emergency and interim relief.* The ICDR's emergency-arbitrator provisions apply. The tribunal may order interim, conservatory, or injunctive relief and may direct either Party to post security.

(f) *Costs and fees.* The tribunal shall award the prevailing Party its reasonable attorneys' fees, arbitration costs, expert fees, and pre- and post-award interest, unless the tribunal finds such an award would be manifestly unjust.

(g) *Consolidation and joinder.* The tribunal may consolidate arbitrations arising out of related facts or law, or join additional parties, provided no prejudice results.

(h) *Confidentiality.* The existence of the arbitration, all filings, and any award are confidential and may not be disclosed beyond (i) the Parties, (ii) their insurers and advisors under a duty of confidence, and (iii) courts as necessary to enforce or challenge an award.

Each party waives any right to litigate or arbitrate any dispute, controversy, or claim arising out of or relating to this Agreement on a class, collective, representative, or consolidated basis. The tribunal (or court, if applicable) may adjudicate only individual claims of the party before it. If a court of competent jurisdiction concludes that this waiver is unenforceable as to a particular claim or request for relief, then that claim or request for relief—and only that claim or request—must be severed and resolved by a court of competent jurisdiction, and all remaining claims shall be resolved through the dispute-resolution mechanism set forth in this Agreement.

Notwithstanding the foregoing, YCC may seek injunctive relief for IP or data-security breaches in any forum having jurisdiction over Vendor. Additionally, Vendor must continue performing all undisputed obligations during any dispute.



### **13. Local-Law Fallback**

Where mandatory local law (consumer-protection, competition, or labor) prohibits enforcement of a provision of this Agreement, that provision shall automatically adjust to the minimum extent necessary for lawful enforcement while preserving the parties' original economic allocation of risk. If liquidated-damages clauses are unenforceable in a jurisdiction, the prevailing party retains the right to prove and recover actual damages.

### **14. Right of Offset**

YCC may offset, withhold, or instruct Stripe to debit amounts owed to YCC (including refunds, chargebacks, liquidated damages, or indemnity losses) against any settlement otherwise due to Vendor.

### **15. Regulatory & Trade Compliance**

Vendor represents and covenants that:

- Products, packaging, and labels comply with all applicable statutes, regulations, and technical standards in each jurisdiction of sale, including but not limited to CE-marking, UKCA, RoHS, REACH, WEEE, FCC, FDA, and USCG rules.
- Vendor, its owners, and its affiliates are not listed on OFAC's SDN List, EU consolidated sanctions list, UN sanctions lists, or other restricted-party lists.
- Vendor shall not source, ship, or trans-ship Products through embargoed territories or persons.
- Vendor maintains policies consistent with the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act 2010, and applicable anti-bribery/anti-corruption laws; no facilitation payments or kickbacks will be offered.
- Vendor complies with the U.S. Uyghur Forced Labor Prevention Act, U.K. Modern Slavery Act, EU Corporate Sustainability Reporting Directive, and analogous modern-slavery or human-rights laws.
- Vendor shall cooperate with YCC's Know-Your-Vendor ("KYV") and anti-money-laundering screening on initial onboarding and upon any material change in ownership.
- Vendors shall implement procedures to monitor evolving legal requirements and shall update operations within thirty (30) days of any change; failure to do so constitutes breach.

### **16. Non-Solicitation; Publicity**

Vendor shall not solicit for employment any YCC employee or independent contractor involved with this Agreement during the Term and for twelve (12) months thereafter. Vendor shall not use YCC's name or logo in publicity without YCC's prior written consent.





## **17. Data-License for Analytics and Machine Learning**

Vendor grants YCC and its affiliates a worldwide, royalty-free, perpetual license to use, reproduce, and analyze transactional and performance data (excluding personal data) for machine-learning, service-quality, and product-improvement purposes.

## **18. End-of-Term Transition Assistance**

Upon termination, Vendor shall, for up to sixty (60) days, cooperate in migrating open orders, data, and warranties to YCC or its nominated successor at time-and-materials rates not exceeding those charged during the Term.

## **19. Severability and Re-Write Mechanism**

If any provision is held unenforceable by a court or arbitral tribunal of competent jurisdiction, the parties shall promptly negotiate in good faith a lawful substitute that most closely approximates the original intent. All other provisions remain in full force.

## **20. Third-Party Beneficiary Disclaimer**

Except as expressly provided, nothing herein is intended to confer rights on any third party, including Customers or subcontractors.

## **21. Miscellaneous**

This Agreement constitutes the entire understanding between the parties, superseding all prior proposals or agreements, written or oral, regarding its subject matter. No amendment is effective unless in writing and signed by both parties. Neither party may assign this Agreement to another without the other's prior written consent, except that YCC may assign to a successor in interest by merger or asset sale. If any provision is held invalid, the remainder will remain in full force. Failure to enforce any provision is not a waiver of future enforcement. Headings are for convenience only.

## **22. Force-Majeure.**

A party is excused from—and not liable for—any delay or failure in performing its obligations (other than payment of money) to the extent the delay or failure is caused by an event beyond that party's reasonable control and not arising out of its own negligence ("Force-Majeure Event"). Force-Majeure Events include, but are not limited to, acts of God, flood, hurricane, earthquake, fire, epidemic or pandemic (including government-ordered shutdowns), war, terrorism, civil unrest, embargoes, labor disputes, power or Internet outages not limited to one party, and cyber-attacks that penetrate industry-standard defenses.





The affected party must (i) give the other party prompt written notice (no later than two business days after it becomes aware of the Force-Majeure Event), (ii) use commercially reasonable efforts to mitigate and resume full performance as soon as practicable, and (iii) keep the other party informed of status. If a Force-Majeure Event continues for more than sixty (60) consecutive days, either party may terminate this Agreement upon ten (10) days' written notice, without liability except for obligations accrued before the Force-Majeure Event.

### **23. Time Limit for Claims.**

Except for claims based on willful misconduct, fraud, or unpaid invoices, any claim arising out of or relating to this Agreement must be filed within eighteen (18) months after the claimant knew or reasonably should have known of the facts giving rise to the claim. Claims filed after that period are permanently barred to the fullest extent permitted by law.

### **24. Electronic Execution & Acceptance**

The Parties agree that this Agreement may be executed and delivered (i) by electronic signature compliant with applicable laws in the respective jurisdiction, (ii) by the Vendor's authorized user clicking an "I AGREE," "ACCEPT," "SUBMIT," or similarly-worded button or checkbox on the Platform, or (iii) by the Vendor completing and submitting YCC's online onboarding application (collectively, "Electronic Acceptance"). Any such Electronic Acceptance constitutes the Vendor's valid and binding signature and agreement, effective as of the date and time recorded by YCC's system clock. The Parties consent to the electronic storage of this Agreement and agree that a printout or PDF of the Agreement bearing an electronic signature or system-generated acceptance log is admissible in any proceeding as evidence of its contents and of the Parties' execution or assent.

Vendor represents that the individual providing Electronic Acceptance has full authority to bind Vendor to the terms of this Agreement.

The Parties waive any requirement under applicable law or regulation to produce an original handwritten signature or paper record, to the maximum extent permitted by law. This Agreement may be signed in any number of counterparts, each of which is deemed an original and all of which together constitute one instrument.

