

AGREEMENT made this 15th day of July, 2025, by and between Alpha Supplies Co. ("Vendor A") and RetailPro Mart ("Retailer").

## SCOPE OF WORK AND DELIVERABLES.

Vendor A shall supply, on a non-exclusive basis, a minimum of 10,000 units per calendar quarter of raw materials meeting quality specifications outlined in Exhibit A.

## DEFINITIONS

"Effective Date" means July 15, 2025. "Products" refers to the goods or services provided by the Vendor pursuant to this Agreement, including raw materials, finished electronics, or packaging materials. "Purchase Order" means a written order issued by Retailer specifying quantities, prices, and delivery schedules. "Delivery Location" means Retailer's warehouse address. "Term" has the meaning defined in Section 5. "Confidential Information" means any non-public information disclosed by either Party.

## TERMS OF DELIVERY AND ACCEPTANCE

Vendor shall deliver Products to Retailer's specified warehouse(s) during normal business hours, Monday through Friday, excluding public holidays. Title and risk of loss shall pass upon delivery and written acceptance by Retailer's receiving department. Retailer shall inspect shipments within five business days and may reject non-conforming Products by providing written notice. Vendor shall, at its option, repair or replace rejected Products promptly at no additional cost.

## PAYMENT TERMS

Retailer shall pay Vendor based on mutually agreed pricing schedules set forth in Exhibit B. Invoices shall reference applicable Purchase Order numbers and be submitted electronically via Retailer's procurement system within seven days of delivery acceptance. Payment shall be due net forty-five (45) days from date of invoice. Late payments shall accrue interest at the lesser of 1.5% per month or the maximum lawful rate. Vendor may suspend deliveries if Retailer fails to pay undisputed amounts.

## CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Each Party shall maintain in confidence all Confidential Information disclosed by the other Party and shall use such information solely for purposes of performing its obligations under this Agreement. Confidential Information includes pricing, technical data, trade secrets, and customer lists. Vendor grants Retailer a non-exclusive, royalty-free license to use any proprietary specifications solely for ordering and selling Products. Retailer acknowledges that

Vendor retains all proprietary rights.

## WARRANTIES, INDEMNIFICATION, AND LIABILITY

Vendor warrants that Products shall conform to specifications and be free from defects in materials and workmanship for a period of one year from delivery. Retailer warrants that it will provide timely information and approvals required by Vendor. Vendor further warrants that all Products comply with applicable federal, state, and local regulations. Each Party agrees to indemnify and hold harmless the other against any third-party claims arising directly from its own negligence or breach.

## TERM, TERMINATION, AND RENEWAL

The initial Term of this Agreement shall commence on the Effective Date and continue for two (2) years, unless earlier terminated. Retailer may terminate for convenience upon sixty (60) days written notice to Vendor. A Party may terminate for cause if the other Party materially breaches and fails to cure within thirty (30) days after notice. Upon termination, Retailer shall pay for all delivered Products through the termination date.

## DISPUTE RESOLUTION AND GOVERNING LAW

Any dispute arising out of or relating to this Agreement shall first be subject to good faith negotiations between senior representatives. If unresolved within thirty (30) days, the dispute shall be submitted to binding arbitration in Chicago, Illinois, under the Commercial Arbitration Rules of the American Arbitration Association. Proceedings shall be conducted in English with streamlined procedures.

## MISCELLANEOUS

This Agreement constitutes the entire understanding of the Parties and supersedes all prior agreements. It may be amended only by a written instrument signed by authorized representatives. Neither Party may assign this Agreement without prior written consent. If any provision is held invalid, the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Alpha Supplies Co. \_\_\_\_\_ Date: \_\_\_\_\_

RetailPro Mart \_\_\_\_\_ Date: \_\_\_\_\_

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AGREEMENT made this 15th day of July, 2025, by and between Beta Electronics LLC ("Vendor B") and RetailPro Mart ("Retailer").

## SCOPE OF WORK AND DELIVERABLES.

Vendor B shall manufacture electronic products in accordance with Retailer's technical specifications, tolerances, and safety standards.

## DEFINITIONS

"Effective Date" means July 15, 2025. "Products" refers to the goods or services provided by the Vendor pursuant to this Agreement, including raw materials, finished electronics, or packaging materials. "Purchase Order" means a written order issued by Retailer specifying quantities, prices, and delivery schedules. "Delivery Location" means Retailer's warehouse address. "Term" has the meaning defined in Section 5. "Confidential Information" means any non-public information disclosed by either Party.

## TERMS OF DELIVERY AND ACCEPTANCE

Vendor shall deliver Products to Retailer's specified warehouse(s) during normal business hours, Monday through Friday, excluding public holidays. Title and risk of loss shall pass upon delivery and written acceptance by Retailer's receiving department. Retailer shall inspect shipments within five business days and may reject non-conforming Products by providing written notice. Vendor shall, at its option, repair or replace rejected Products promptly at no additional cost.

## PAYMENT TERMS

Retailer shall pay Vendor based on mutually agreed pricing schedules set forth in Exhibit B. Invoices shall reference applicable Purchase Order numbers and be submitted electronically via Retailer's procurement system within seven days of delivery acceptance. Payment shall be due net forty-five (45) days from date of invoice. Late payments shall accrue interest at the lesser of 1.5% per month or the maximum lawful rate. Vendor may suspend deliveries if Retailer fails to pay undisputed amounts.

## CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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customer lists. Vendor grants Retailer a non-exclusive, royalty-free license to use any proprietary specifications solely for ordering and selling Products. Retailer acknowledges that Vendor retains all proprietary rights.

#### WARRANTIES, INDEMNIFICATION, AND LIABILITY

Vendor warrants that Products shall conform to specifications and be free from defects in materials and workmanship for a period of one year from delivery. Retailer warrants that it will provide timely information and approvals required by Vendor. Vendor further warrants that all Products comply with applicable federal, state, and local regulations. Each Party agrees to indemnify and hold harmless the other against any third-party claims arising directly from its own negligence or breach.

#### TERM, TERMINATION, AND RENEWAL

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Beta Electronics LLC \_\_\_\_\_ Date: \_\_\_\_\_

RetailPro Mart

Date: \_\_\_\_\_

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AGREEMENT made this 15th day of July, 2025, by and between Gamma Packaging Inc. ("Vendor C") and RetailPro Mart ("Retailer").

#### SCOPE OF WORK AND DELIVERABLES.

Vendor C shall provide packaging solutions that include corrugated boxes, protective inserts, and labeling in compliance with retail requirements.

#### DEFINITIONS

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#### TERMS OF DELIVERY AND ACCEPTANCE

Vendor shall deliver Products to Retailer's specified warehouse(s) during normal business hours, Monday through Friday, excluding public holidays. Title and risk of loss shall pass upon delivery and written acceptance by Retailer's receiving department. Retailer shall inspect shipments within five business days and may reject non-conforming Products by providing written notice. Vendor shall, at its option, repair or replace rejected Products promptly at no additional cost.

#### PAYMENT TERMS

Retailer shall pay Vendor based on mutually agreed pricing schedules set forth in Exhibit B. Invoices shall reference applicable Purchase Order numbers and be submitted electronically via Retailer's procurement system within seven days of delivery acceptance. Payment shall be due net forty-five (45) days from date of invoice. Late payments shall accrue interest at the lesser of 1.5% per month or the maximum lawful rate. Vendor may suspend deliveries if Retailer fails to pay undisputed amounts.

#### CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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Party and shall use such information solely for purposes of performing its obligations under this Agreement. Confidential Information includes pricing, technical data, trade secrets, and customer lists. Vendor grants Retailer a non-exclusive, royalty-free license to use any proprietary specifications solely for ordering and selling Products. Retailer acknowledges that Vendor retains all proprietary rights.

## WARRANTIES, INDEMNIFICATION, AND LIABILITY

Vendor warrants that Products shall conform to specifications and be free from defects in materials and workmanship for a period of one year from delivery. Retailer warrants that it will provide timely information and approvals required by Vendor. Vendor further warrants that all Products comply with applicable federal, state, and local regulations. Each Party agrees to indemnify and hold harmless the other against any third-party claims arising directly from its own negligence or breach.

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Gamma Packaging Inc. \_\_\_\_\_ Date: \_\_\_\_\_

RetailPro Mart \_\_\_\_\_ Date: \_\_\_\_\_

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