

AGREEMENT FOR INVENTORY MANAGEMENT AND FULFILLMENT SERVICES

1. Term

The term of the Agreement will be for one (1) year (the “Term”) beginning on the date that these TOS are accepted by the Seller. The Agreement will automatically renew for additional one (1) year Terms unless and until terminated by either party upon written notice to the other party or by The Three Logistics pursuant to the provisions of this Agreement.

2. The Three Logistics Services

Subject to these TOS and at the election and direction of the Seller, The Three Logistics will provide the following Services to Seller: a. Receipt of Seller’s products (hereinafter the “Inventory”), unpacking and conducting an Inventory count and entering such information into Seller’s account. b. Warehouse such Inventory until directed by Seller to ship all or portions thereof in the fulfillment of orders placed by Seller. c. At Seller’s request and direction, provide fulfillment services on behalf of Seller, including: i. Picking and packaging select Inventory items stated in orders received from Seller; and ii. Using appropriate packaging material (i.e., bubble mailers or boxes with void fill) at The Three Logistics’s reasonable discretion. d. Upon Seller’s registration, The Three Logistics will make a secure individualized online portal available to Seller to enable Seller to manage inventory, check on inbound shipments, or provide shipping instructions twenty-four (24) hours per day.

3. Seller’s Inventory; The Three Logistics’s Right to Reject

a. Seller is solely responsible for arranging the transport and delivery of its Inventory to the designated The Three Logistics warehouse, regardless of whether such Inventory originates within or outside the United States. Seller acknowledges and agrees that The Three Logistics is not responsible for any shipping, customs clearance costs, brokerage fees, customs duties, taxes, tariffs, port storage, freight forwarding fees, or other charges that relate to Seller’s Inventory. b. Seller will notify The Three Logistics promptly with anticipated delivery dates of Inventory, which notice shall identify which The Three Logistics destination warehouse will be receiving the shipment. The Three Logistics warehouse locations are identified on The Three Logistics website at: www.thethreelogistics.com (the “Website”). c. Seller agrees that the Inventory count made by The Three Logistics upon such Inventory’s arrival and as concurrently entered into Seller’s account on the Website shall be conclusive for all purposes. d. The Three Logistics reserves the right to refuse acceptance of any of Seller’s Inventory if The Three Logistics, in its sole discretion: i. Reasonably believes Seller’s Inventory is dangerous; ii. Determines that Seller’s Inventory appears damaged; iii. If the services requested by Seller from The Three Logistics are not within the Services The Three Logistics offers its other customers in the

ordinary course of its business; iv. If The Three Logistics reasonably determines that Seller's Inventory is otherwise unacceptable; or v. If Seller and The Three Logistics disagree on the charges to be collected for The Three Logistics's Services or other items offered on the Website. e. If after unboxing any of Seller's inventory The Three Logistics reasonably determines that any or all such Inventory is damaged, dangerous, or otherwise unacceptable for any of the reasons stated in Section 3.d above, The Three Logistics will promptly inform Seller of the specifics of the situation and instruct Seller to promptly contact The Three Logistics to discuss how to proceed with respect to such Inventory. f. In the event that Seller's Inventory arrives at The Three Logistics's warehouse in an apparently damaged or dangerous condition, or Seller's Inventory is otherwise unacceptable for any of the reasons stated in Section 3.d above and regardless of such condition, The Three Logistics elects to accept such Inventory, The Three Logistics will promptly inform Seller of the specifics of the situation and instruct Seller to contact The Three Logistics to discuss how to proceed with respect to such Inventory. g. If a mutually acceptable resolution to either of the situations stated in Section 3.e or Section 3.f above is not reached within ten (10) business days from notice to Seller from The Three Logistics, The Three Logistics shall have the right, in The Three Logistics's sole discretion and without further notice to: i. Sell Seller's Inventory at any price The Three Logistics deems appropriate and apply any proceeds derived from such sale to the amounts due from Seller if any; ii. Store Seller's inventory at Seller's expense or otherwise dispose of Seller's inventory. iii. Such sale, storage, or other disposition of Seller's inventory is without prejudice to The Three Logistics's right to pursue any additional remedies available at law or in equity against Seller to recover any and all fees, pre- and post-judgment interest, and any other damages arising from The Three Logistics's storage and/or disposition of such Inventory. h. Seller acknowledges and agrees that under no circumstances will The Three Logistics be liable or otherwise responsible for any of Seller's Inventory which arrives at The Three Logistics's warehouse in a damaged, dangerous, or otherwise unacceptable condition. i. During the Term, Seller agrees to a damage and Inventory shrinkage allowance (calculated annually based on physical inventory results) of five percent (5.0%) of the greater of (a) the value of Inventory stored or (b) annual number of units for which in the case of loss or damage to Inventory for any reason or mysterious disappearance, however caused, The Three Logistics shall not be liable. j. Seller represents and warrants that at all times during the Term, Seller shall maintain adequate insurance coverage for all Inventory received by The Three Logistics, including coverage for theft, loss, damage, or destruction (i) while on inbound transit to any The Three Logistics warehouse, (ii) while stored on the premises of any The Three Logistics warehouse, and (iii) on outbound transit following order fulfillment.

4. The Three Logistics Subcontractors

a. The Three Logistics hereby informs Seller, and Seller acknowledges that The Three Logistics's warehouses are owned and operated by The Three Logistics's subcontractors (each a "Subcontractor" and collectively the "Subcontractors"). The Three Logistics's Subcontractors receive, process, and otherwise handle Seller's Inventory in connection with all of the Services that are advertised on and which are ordered by Seller through the Website, including but not limited to the labeling, kitting (bundling), and packaging of Seller's Inventory for pickup by an Amazon-partnered or other carrier. b. Notwithstanding anything else stated in these TOC, if any Subcontractor makes any error while labeling, processing, bundling, packaging, or otherwise

handling Seller's Inventory, or if Seller's inventory is lost, stolen, damaged, or destroyed, Seller agrees that (i) Seller's sole remedy is to seek damages from the appropriate Subcontractor and not from The Three Logistics, and (ii) Seller's damages shall be limited to the price at which Seller obtained the Inventory that is directly affected by the error, theft, loss, damage, or destruction. c. The Three Logistics and its Subcontractors' duty of care shall be that of a reasonable person under like or similar circumstances, and The Three Logistics and its Subcontractors shall not be liable for any loss, damage, or injury to goods stored, however caused, unless such loss, damage, or injury resulted from the failure by The Three Logistics or its Subcontractors to exercise such reasonable care, and The Three Logistics and its Subcontractors are not liable for losses, damages, or injuries which could not have been avoided by the exercise of such reasonable care. d. Unless specifically agreed to in writing, The Three Logistics shall not be responsible for storage of Seller's Inventory in a temperature or humidity-controlled environment. Seller acknowledges and agrees that Seller's inventory will be warehoused in a non-temperature/humidity-controlled environment. The Three Logistics will not be responsible for any loss or damage to Seller's inventory that results from fluctuations in temperature range or in humidity levels of the warehouse. e. In no event will The Three Logistics be liable for losses or damages incurred to any of Seller's Inventory comprised of perishable goods unless otherwise agreed to in writing reasonably in advance of delivery of such Inventory to a The Three Logistics warehouse for storage. f. The Three Logistics reserves the right, upon reasonable notice to Seller and its other customers by a posting on the Website, to add or remove certain Subcontractors from time-to-time during the Term.

5. Registration and Payment

a. As part of the registration process, Seller shall be required to create an account using The Three Logistics's online portal. Seller shall provide, among other information requested, valid contact information including the full name of Seller (if Seller is an entity, the form of entity and state of domicile), Seller's email address, and telephone number, and Seller's physical address. b. In addition to the foregoing, Seller shall also input valid payment information into the Seller's account page as follows: i. If Seller elects to pay for Services with a credit card, Seller shall input into Seller's account page the account number and expiration date for a valid credit card held by Seller, together with Seller's authorization of The Three Logistics to charge such credit card for Services; or ii. If Seller elects to pay for Services via Automated Clearing House ("ACH") direct debit to Seller's bank account, Seller shall input into Seller's account page Seller's bank account information, bank routing number, and Seller's authorization of The Three Logistics to debit Seller's account for payment of Services. c. Upon completion of such ordered Services, The Three Logistics shall charge Seller's credit card or debit Seller's bank account for the appropriate charges. If the ordered Services include shipping any Inventory to Amazon, The Three Logistics may, in its sole discretion, elect to charge Seller's credit card or debit Seller's bank account as applicable before transferring possession of such Inventory to Amazon's partnered carrier. d. At all times during the Term, Seller agrees to maintain all account information current and to maintain either sufficient credit limits on Seller's credit card or available funds in Seller's designated bank account to pay for all Services provided on the date of payment for such Services. The Three Logistics reserves the right to terminate Seller's account in the event Seller's account information is incomplete, invalid, or if insufficient funds are available to pay for Services on the date of payment. Please initial - I have read and understand section 5e below.

e. If for any reason The Three Logistics's charges are declined in whole or in part, The Three Logistics may retain possession of Seller's Inventory in which case The Three Logistics shall not be liable for any delays in fulfillment. If The Three Logistics's charges are not accepted or payment is not received by The Three Logistics within seven (7) business days, The Three Logistics shall have the right, in The Three Logistics's sole discretion, to: i. Sell Seller's Inventory at any price The Three Logistics deems appropriate and apply any proceeds derived from such sale to the amounts due from Seller if any; ii. Store Seller's inventory at Seller's expense or otherwise dispose of Seller's inventory. iii. Such sale, storage, or other disposition of Seller's inventory is without prejudice to The Three Logistics's right to pursue any additional remedies available at law or in equity against Seller to recover any and all fees pre- and post-judgment interest and any other damages arising from Seller's failure to pay all fees due and The Three Logistics's resulting storage and/or disposition of such Inventory. f. Termination of Agreement and Account Cancellation. In addition to any other remedies The Three Logistics may have under these TOS or at law or in equity, The Three Logistics reserves the right to terminate this Agreement and cancel Seller's account if Seller is in arrears in any and all payments due hereunder and such arrears are not brought current within seven (7) days of being notified by The Three Logistics.

6. Pricing

a. Current pricing for The Three Logistics's Services and other items available for purchase are as indicated on the Website. Notwithstanding anything herein to the contrary, The Three Logistics reserves the right to change its pricing for one or all of its Services or other products or services in its sole discretion from time-to-time during the Term. b. Pricing for The Three Logistics's Services is based on the rates in effect at the time of The Three Logistics's receipt of any particular shipment of Seller's Inventory. Subsequent orders for The Three Logistics's Services or subsequent shipments of Inventory under an existing order shall be governed by the Prices and Terms as published on The Three Logistics's Website as of the date of any such subsequent order. c. The exact condition of Inventory cannot be fully assessed until received. While The Three Logistics does its best to adhere to the stated prices and estimate quotes, it is impossible for such prices and estimate quotes to take into account certain unexpected events, situations, or circumstances which may result in additional costs incurred as a result. d. The prices referenced on the Website, in The Three Logistics's price quotations, in The Three Logistics's correspondence, and other online sources are ESTIMATES ONLY and may be subject to change at The Three Logistics's sole discretion based on the condition of Inventory when such Inventory is received by The Three Logistics or if after receiving such Inventory, The Three Logistics discovers a problem, condition, or other circumstances occur that will require The Three Logistics to spend more time than is normally required for The Three Logistics to process and fulfill Seller's particular order. In such cases, The Three Logistics will promptly inform Seller of the price and other costs, if any, which will be required to process or continue processing such order. i. Seller understands and agrees that upon Seller's acceptance of a quote from The Three Logistics for an order, Seller will be obligated to pay The Three Logistics such quoted amount before The Three Logistics will complete processing such order. ii. Should Seller decline to accept the price and costs quoted by The Three Logistics, Seller may request in writing The Three Logistics to forward such Inventory, at Seller's sole cost and expense, to Seller's location or to another location designated by Seller. Upon receipt of such written

request, The Three Logistics will provide Seller with a quote for forwarding fees and costs, which amount must be paid in advance together with any and all other costs imposed for handling and partial processing of the original order, if any. iii. In the event that Seller declines to promptly pay all such quoted expenses, The Three Logistics will hold all such Inventory without assuming any risk for loss, damage, or destruction of such Inventory for seven (7) calendar days for Seller or Seller's agent to retrieve. If after such seven (7) day period the Inventory has not been retrieved by Seller, The Three Logistics shall have the right to sell some or all of Seller's Inventory to cover The Three Logistics's costs incurred for storage of such Inventory. Alternatively, following the lapse of such seven (7) day period, The Three Logistics may, in its sole discretion, donate or otherwise dispose of all or part of such Inventory in any reasonable manner it sees fit. e. If The Three Logistics is storing Inventory at Seller's request or if The Three Logistics has stopped processing Seller's Inventory for any of the reasons provided in these TOS, Seller will be liable to The Three Logistics for storage charges which shall be due upon receipt of invoice from The Three Logistics. In the event Seller fails to pay any such invoice for storage charges within seven (7) days of receipt, The Three Logistics will hold all such Inventory without assuming any risk for loss, damage, or destruction of such Inventory for seven (7) calendar days for Seller or Seller's agent to retrieve. If after such seven (7) day period the Inventory has not been retrieved by Seller, The Three Logistics shall have the right to sell some or all of Seller's Inventory to cover The Three Logistics's costs incurred for storage of such Inventory. Alternatively, following the lapse of such seven (7) day period, The Three Logistics may, in its sole discretion, donate or otherwise dispose of all or part of such Inventory in any reasonable manner it sees fit.

7. Cancellation of Orders

Seller may cancel any pending order at any time. For orders canceled prior to delivery of Inventory to The Three Logistics, The Three Logistics will issue Seller a full refund of any payments made for such order. Orders canceled after The Three Logistics has received and accepted delivery of Inventory may qualify for a partial refund at The Three Logistics's discretion.

8. Special Terms Related to Amazon®

a. Seller acknowledges and agrees that notwithstanding that Seller will authorize The Three Logistics to access Seller's Amazon Seller's account, The Three Logistics shall in no event be responsible for any actions taken by Amazon against Seller. Seller acknowledges and agrees that it is fully responsible for management of its Amazon seller's account. b. Upon delivery of Seller's Inventory to Amazon's partnered or other carrier, The Three Logistics shall not be liable for any delivery delays or issues with Amazon's receiving process which result in delays or other problems. c. Seller agrees that no delay or failure of performance of Services by The Three Logistics hereunder shall be considered a breach of any provision hereof to the extent any such delay, error, or failure of performance is the result of changes to Amazon's Rules, Regulations, or Terms of Service, and any such delay or failure of performance shall be excused.

9. Limitation of Liability

a. If The Three Logistics mislabels any Inventory or makes any other error with respect to the preparation, packing, and/or shipment of Inventory, The Three Logistics will pay any return shipping charges from Amazon, but in no event shall The Three Logistics be liable for any lost sales or lost profits or any damage to any such Inventory that occurs during the return process. b. If The Three Logistics causes or is otherwise responsible for any damage to any Inventory, Seller's sole remedy shall be the reasonable wholesale value of any damaged Inventory. In no event shall The Three Logistics be liable for any loss of profits or any other damages. c. THE THREE LOGISTICS SHALL NOT BE LIABLE FOR NOR REQUIRED TO INDEMNIFY SELLER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS HOW CHARACTERIZED, AND EVEN IF THE THREE LOGISTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHICH ARISE FROM THE SERVICES PROVIDED TO SELLER BY THE THREE LOGISTICS AS PROVIDED IN THESE TOS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE).

10. Termination

a. Termination upon Breach. Either party may terminate this Agreement upon any breach of a material provision of this Agreement which the breaching Party fails to cure within thirty (30) days of receipt of written notice by the non-breaching Party demanding a cure thereof. In addition to the foregoing, if any breach is of a non-curable nature, then this Agreement may be terminated by the non-breaching party upon five (5) days' written notice to the breaching party. b. Immediate Termination. This Agreement may be terminated by either party immediately upon notice if (i) the other party files for protection under any applicable section of the U.S. Bankruptcy Code or is subject to an involuntary petition for bankruptcy which such party fails to have dismissed within thirty (30) days of the filing of such petition, (ii) has a trustee or receiver appointed by a court of competent jurisdiction to administer such party's assets, (iii) makes an assignment of all or substantially all of its assets to a fiduciary representative for the administration of such assets for the benefit of such party's creditors, or (iv) is declared insolvent or is otherwise deemed unable to continue its operations as a going concern. c. Termination by The Three Logistics. Notwithstanding anything herein to the contrary, The Three Logistics may terminate this Agreement immediately upon written notice delivered to Seller if Seller (a) fails to provide and maintain accurate account information and/or (b) fails to pay any and all amounts due to The Three Logistics for Services and fails to cure such failure within seven (7) days' written notice thereof.

11. Warranty re: Intellectual Property Rights

Seller represents and warrants that any copyrighted or trademarked elements contained or used on any Inventory packaging, labeling, or otherwise (collectively the "Marks") is owned by Seller or used by Seller under license from the owner of such Marks, and none of the content or other features of such Inventory will infringe the rights to such Marks or any patent rights or other intellectual property rights of any other party.

12. No Warranty Re: Website and Software

Seller acknowledges that the Website, its infrastructure, and the software made available to Seller through the Website, including without limitation the inventory management and tracking software (the “Inventory Management Software”), are third-party products licensed to The Three Logistics and accordingly, The Three Logistics makes no warranty, express or implied, that the Website or the Inventory Management Software will operate uninterrupted or is error-free and Seller agrees that The Three Logistics will not be liable for any damages or other claims arising from Seller’s use of the Website or the Inventory Management Software for the purposes contemplated herein.

13. Unauthorized Use of Address

Seller acknowledges and agrees that it has no authority to use The Three Logistics’s address or the address of any of its warehouses as Seller’s business address with Amazon, suppliers, banks or credit facilities, business licenses, or for any other purpose whatsoever. Seller further acknowledges and agrees that at no time during the Term shall Seller post, share, or otherwise disclose the address of any The Three Logistics warehouse to any person or entity other than to Seller’s suppliers for the sole purpose of shipping inbound Inventory to The Three Logistics for Services hereunder. The Three Logistics reserves the right to terminate this Agreement without prior notice upon the determination that Seller has provided a The Three Logistics address to any third-party for any purpose other than as provided herein.

14. Miscellaneous

a. Force Majeure. In no event shall The Three Logistics and/or any Subcontractors be liable for any loss or damage caused by acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber-attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; moths, insects, or vermin; public enemies; epidemic, pandemic, or other national or global health crisis; or other causes beyond its reasonable control (each a “Force Majeure Event”). If The Three Logistics is unable to provide Services for a period of thirty (30) consecutive days as a result of a continuing Force Majeure Event, The Three Logistics may elect to terminate the Agreement upon written notice to Seller which termination shall become effective immediately upon Seller’s receipt. b. No Agency. Seller agrees that neither the Agreement nor Your registration of an account with The Three Logistics nor the use of the Website establishes any agency, partnership, joint venture, or employment relationship between Seller and The Three Logistics or between Seller and any of The Three Logistics’s agents, employees, contractors, directors, or officers. c. Severability. If any provision of these TOS is declared void, invalid, or unenforceable by a Court of competent jurisdiction, then such invalid, void, or unenforceable provision will be deemed severed from these TOS and such provision shall be superseded by a valid, enforceable provision that most closely conforms to the intent of the original provision, and the remainder of these TOS shall

continue in full force and effect. d. No Waiver. No delay or failure by The Three Logistics to exercise any of its rights under these TOS shall be construed as a waiver thereof, nor shall any waiver of any of The Three Logistics's contractual rights or other legal rights preclude any further exercise thereof or the exercise of any other such rights. e. Integration. Unless otherwise stated herein, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements with respect thereto are superseded by these TOS. f. Admissibility of Documents. A printed version of these TOS and/or any notices or other communications provided in electronic form shall be admissible as evidence or otherwise admissible in judicial or administrative proceedings arising out of or relating to this Agreement to the same extent as other business documents and records originally generated and maintained in printed form. g. Assignment. The Three Logistics may, in its sole discretion, freely assign its rights and delegate its duties under the TOS. The provisions set forth in these TOS are for the sole benefit of the parties hereto and shall not be construed as conferring any rights, including without limitation any third-party beneficiary rights, on any other persons. h. Electronic Communications. This is a "paperless" transaction. As such, Seller consents to receive electronic communications in lieu of printed communications delivered via USPS or other carriers. Seller further agrees that all communications related to this Agreement, including but not limited to all notices, transmissions of information, disclosures, and other communications which Seller and The Three Logistics may exchange electronically during the Term satisfies any and all legal requirement that such communications be made in writing. i. Recording of Telephonic Conversations. Seller understands and agrees that if Seller contacts The Three Logistics or if The Three Logistics contacts Seller in connection with any pending order, payment for Services, or any other issue arising from The Three Logistics providing Services hereunder, The Three Logistics may, in its sole discretion, record such telephonic conversation for recordkeeping purposes, and Seller hereby consents to The Three Logistics capturing and maintaining a recording of any and all such telephonic conversations. j. Controlling Law and Venue. These TOS shall be governed by and construed under the laws of the state of Wyoming without regard to any conflict of laws principles. The exclusive venue for the resolution of any action or claim arising out of or in relation to these TOS and/or the Services provided by The Three Logistics hereunder shall be any court of competent jurisdiction in Sheridan County, Wyoming, and the parties hereto expressly consent to such governing law, jurisdiction, and venue. k. Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by binding arbitration in Sheridan County, Wyoming, and administered by the American Arbitration Association (AAA) in accordance with the AAA's then-current Commercial Arbitration Rules. The administrative cost of the arbitration and the arbitrator's fee shall be shared equally by the parties. The arbitrator shall have no authority or power to amend, modify, or in any other way change any of the terms of this Agreement, and all decisions of the arbitrator shall be final and binding upon the parties. Judgment on any award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Address for Notice

The Three Logistics LLC 3950 Garner Rd Unit 2 Riverside, CA 92501