

CLUB12 RETAILER MEMBERSHIP AGREEMENT

Effective Date: September 28, 2026

This Club12 Retailer Membership Agreement & Terms ("Agreement") is entered into between Hermitage Investment Management LLC, a Pennsylvania limited liability company, doing business as Club12.us ("Club12," "we," "us," or "our"), and the business or organization applying for, accepting, or maintaining a Club12 Retailer Membership ("Retailer," "you," or "your").

1. CLUB12 RETAILER MEMBERSHIP

Club12 provides Retailer Members with opportunities to test and launch selected products through structured twelve (12)-week retail launch programs. During each launch, the Retailer may receive product-specific commercial and promotional terms designed to support product introduction, trial, sales development, and evaluation in the Retailer's store or stores. Certain Product Offers may include a "Double Profit" opportunity for a specified number of qualifying units during all or part of the applicable launch period. Double Profit does not necessarily apply to all units sold during the entire twelve-week launch period. The exact qualifying quantity, applicable period, pricing, margin, and other conditions will be stated in the applicable Product Offer. Club12 operates a commercial network connecting qualified retailers with participating brands and their products. Club12 Retailer Membership is currently provided at no membership fee. Membership provides the Retailer with access to product offers, brand opportunities, product information, market-development programs, and other opportunities made available through Club12. Membership does not guarantee that the Retailer will receive any particular number of product offers, brands, products, sales opportunities, or commercial opportunities. Club12 may determine which products and brands are presented to a particular Retailer based on product availability, category, geography, retailer profile, inventory, market conditions, brand requirements, credit considerations, and other legitimate business factors.

2. NO OBLIGATION TO PURCHASE A PARTICULAR PRODUCT

Club12 Membership does not obligate the Retailer to purchase, accept, stock, or sell any particular product. The Retailer may review, accept, reject, or request modification of individual product offers. Specific commercial terms applicable to each product opportunity, including pricing, quantities, delivery, payment terms, promotional benefits, qualifying Double Profit units, and other applicable launch terms, will be set forth in the applicable Product Offer. Retailer's acceptance of a Product Offer constitutes acceptance of the terms specified in that Product Offer.

3. MEMBERSHIP PARTICIPATION AND PRIORITY

Club12 Retailer Membership does not require any minimum frequency of participation or acceptance of Product Offers.

Club12 may prioritize Retailer Members for future Product Offers and other Club12 opportunities based on their participation in the Club12 program, including the frequency and consistency of participation, prior product launches, responsiveness to Product Offers, sales reporting, and other relevant business factors.

Club12 reserves the right, from time to time, to review Retailer Members based on their level of activity and participation in the Club12 program and to rank or prioritize Retailer Members accordingly for future Product Offers and other Club12 opportunities. More active participation may result in higher priority.

4. MEMBERSHIP TERM

Membership is indefinite and continues until terminated in accordance with this Agreement. There is no automatic annual expiration of membership. Club12 may periodically review the Retailer's eligibility, business status, activity, compliance, and continued qualification for membership. The Retailer may terminate its membership at any time by providing written notice to Club12. Club12 may suspend, restrict, or terminate membership as provided in this Agreement.

5. ANNUAL BUSINESS VERIFICATION

The Retailer authorizes Club12 to verify, at least once each calendar year, the legitimacy, existence, and operating status of the Retailer's business. Verification may include:

- legal business name;
- DBA or trade name;
- business registration;

- business license;
- business address;
- website;
- telephone and email information;
- publicly available business information;
- governmental or regulatory records;
- ownership or authorized representative information;
- retailer location information; and
- other information reasonably necessary to verify the Retailer's legitimate business status.

The Retailer agrees to reasonably cooperate with Club12's verification process and provide accurate and current information when requested. Failure to provide information reasonably necessary for verification may result in suspension or termination of membership.

6. ACCURATE BUSINESS INFORMATION

The Retailer represents and warrants that all information submitted to Club12 is true, accurate, complete, and not misleading to the best of the Retailer's knowledge. The Retailer agrees to promptly notify Club12 of material changes to:

- legal business name;
- ownership;
- business status;
- business address;
- website;
- contact information;
- authorized representatives; or
- other material membership information.

The Retailer may not use another business's identity, registration, credentials, or information to obtain or maintain Club12 Membership.

7. RETAILER DATA, CONFIDENTIALITY AND LIMITED USE

The Retailer may provide Club12 with business, sales, inventory, product-performance, promotional, customer, and other commercially relevant information and data ("Retailer Data"). Non-public Retailer Data provided to Club12 will be treated as confidential business information. Club12 may use Retailer Data for legitimate Club12 business purposes, including:

- measuring brand and product performance;
- evaluating sales and market progress;
- analyzing product rotation and inventory;
- evaluating promotional effectiveness;
- improving retailer-brand matching;
- developing market analytics;
- preparing reports and performance summaries;
- supporting participating brands in developing their businesses; and
- providing relevant information or analytical insights to distributors or other authorized business partners for the purpose of supporting the development, distribution, and growth of the applicable brand or product.

Club12 will not sell or resell the Retailer's non-public Retailer Data as a standalone commercial data product. Club12 may share relevant information with participating brands, distributors, service providers, or other authorized business partners where reasonably necessary to administer the Club12 program, perform services, analyze market performance, or support legitimate business purposes. Where reasonably practicable, Club12 may use aggregated, anonymized, or de-identified information for analytics, benchmarking, research, reporting, and business-development purposes. Club12 will use commercially reasonable measures to protect confidential Retailer Data from unauthorized access, use, or disclosure. Nothing in this Agreement prevents disclosure where required by law, regulation, court order, governmental authority, or other lawful process.

Personal information included in Retailer Data will also be handled in accordance with the Club12 Privacy Policy and applicable law.

8. DATA OWNERSHIP AND PROGRAM ANALYTICS

The Retailer retains ownership of its underlying business information and data independently provided to Club12. By participating in Club12, the Retailer grants Club12 a non-exclusive, worldwide, royalty-free right to use Retailer

Data for the purposes described in this Agreement. Club12 may create analyses, statistics, benchmarks, trends, market insights, performance reports, and other derivative information based on Retailer Data. Club12 may use and share aggregated, anonymized, or de-identified analytical information for legitimate business purposes, including helping participating brands and distributors understand market performance and develop their businesses. Club12 will not publicly identify the Retailer in commercial reports based on confidential Retailer Data unless separately authorized by the Retailer or otherwise permitted by applicable law.

9. RETAILER MARKET ANALYSIS AND PRODUCT MATCHING

The Retailer acknowledges and agrees that Club12 may conduct research and analysis concerning the Retailer's business, market, location, product categories, customer base, and other relevant commercial characteristics for the purpose of identifying and presenting products and brands that may be relevant and commercially appropriate for the Retailer. Club12 may use information available to Club12 and information provided by the Retailer to evaluate factors including:

- the Retailer's geographic location and local market;
- characteristics of the surrounding trade area;
- relevant demographic and market characteristics;
- customer profiles and purchasing patterns, where lawfully available;
- product categories carried by the Retailer;
- existing product assortment;
- price positioning;
- store format and size;
- historical and reported product performance;
- estimated weekly sales volume;
- inventory and product rotation;
- local market demand;
- seasonality;
- competitive environment;
- neighborhood or community characteristics;
- publicly available business and market information; and
- other factors that Club12 reasonably determines may be relevant to product selection and product-to-retailer matching.

The purpose of such analysis is to improve the likelihood that a product presented through Club12 is relevant to the Retailer's business and has a reasonable commercial opportunity to perform successfully in that Retailer's market. The Retailer authorizes Club12 to use the Retailer's business information, Retailer Data, sales information, publicly available information, and other lawfully obtained information for these purposes. Club12 may combine Retailer-specific information with broader market, demographic, category, sales, and product- performance information to develop recommendations, matching criteria, rankings, product suggestions, and other analytical tools used to determine which products may be presented to the Retailer.

10. LOCAL MARKET AND CUSTOMER ANALYSIS

For purposes of product matching, Club12 may conduct or obtain analysis of the Retailer's local market and trade area. Such analysis may include consideration of the geographic area surrounding the Retailer's location, including commercially relevant demographic, economic, consumer, category, and purchasing characteristics that are lawfully available to Club12. Club12 may use publicly available information and commercially available market information to better understand the types of customers and consumer demand that may exist in the Retailer's market. Where customer or consumer information is used, Club12 will use such information only to the extent permitted by applicable law and applicable privacy requirements. The Retailer understands that Club12's purpose in conducting this analysis is not to identify individual customers, but to understand the Retailer's market and determine which products and brands may be commercially relevant to that market.

11. USE OF RETAILER-SPECIFIC INSIGHTS

Club12 may use retailer-specific analytical insights to improve its matching systems and the overall Club12 program. Club12 may also use aggregated, anonymized, or de-identified information derived from retailer-specific analysis to identify broader market trends, improve product selection, support participating brands and distributors, and develop Club12's analytical capabilities. Club12 will not sell the Retailer's confidential business data as a standalone commercial data product.

12. BRAND AND PRODUCT INFORMATION

Club12 may review and verify Brand and Product Information as part of its commercial due-diligence process. Such review does not constitute independent certification or a guarantee by Club12. Retailer remains responsible for its own commercial decision to accept a Product Offer.

13. WEEKLY SALES REPORTING

As a condition of participating in Club12 product programs, the Retailer agrees to provide Club12 with a weekly report of product sales for products participating in the Club12 program. The report may include:

- brand name;
- product name;
- units sold;
- average weekly unit sales;
- inventory remaining;
- reorder information; and
- other reasonable information requested by Club12 for purposes of monitoring product performance.

The Retailer agrees to provide such information accurately and in good faith within the reporting period established by Club12.

14. ESTIMATED WEEKLY SALES VOLUME

As part of the Club12 application or product acceptance process, the Retailer may be required to provide an estimate of the number of units of a particular product or brand that the Retailer reasonably expects to sell during an average week ("Estimated Weekly Sales Volume"). The Retailer represents that each Estimated Weekly Sales Volume will be a good-faith estimate based on the Retailer's best knowledge and reasonable business judgment at the time it is provided. The Retailer agrees not to knowingly or intentionally:

- overstate expected sales;
- understate expected sales;
- provide an estimate designed to obtain an improper commercial advantage;
- provide an estimate that the Retailer knows is materially unrealistic; or
- manipulate sales estimates to obtain products, promotional support, credit, pricing, or other benefits.

Estimated Weekly Sales Volume is an estimate and is not a guarantee of actual sales. Actual sales may differ due to customer demand, seasonality, promotions, pricing, inventory availability, market conditions, product acceptance, and other circumstances.

15. ACCURACY OF SALES INFORMATION

The Retailer agrees to maintain reasonably accurate records sufficient to support sales information reported to Club12. Club12 may request reasonable clarification or supporting information where reported information appears materially inconsistent with other information available to Club12. Knowingly providing materially false, misleading, intentionally inflated, or intentionally understated sales information may constitute a material violation of this Agreement.

16. PRODUCT LIABILITY AND RECALLS

The applicable brand, manufacturer, supplier, importer, or other legally responsible party is responsible for product safety, product defects, product recalls, labeling, regulatory compliance, product claims, and other product-specific liabilities. If Club12 becomes aware of a potential product safety issue, recall, regulatory issue, or other material product concern, Club12 may notify affected Retailers and may suspend or remove the product from the Club12 program. Club12's involvement in communicating or facilitating a recall or product issue does not cause Club12 to assume responsibility for the product.

17. PRODUCT ORDERS AND PAYMENT OBLIGATIONS

Termination, suspension, cancellation, or expiration of Membership does not cancel or eliminate payment obligations relating to products, goods, services, or commercial commitments already accepted, ordered, shipped, or delivered. If a Retailer discontinues, rotates out, removes, or otherwise stops carrying a product after it has been ordered or delivered, the Retailer remains responsible for all amounts legally owed for products already delivered or otherwise subject to an accepted commercial commitment. The Retailer must pay all outstanding invoices in accordance with the applicable payment terms. Termination of Membership does not create a right to cancel or avoid payment for products already delivered unless otherwise provided in a written agreement. Nothing in this Section limits legally applicable rights concerning defective, damaged, recalled, or improperly delivered products.

18. PRODUCT ROTATION AND DISCONTINUATION

At the end of the applicable twelve-week launch period, the Retailer may elect to continue carrying the product or discontinue or rotate it out, subject to any outstanding payment, inventory, order, or other obligations under the applicable Product Offer. Discontinuation of a product does not automatically terminate financial obligations relating to inventory or products already supplied. The Retailer remains responsible for products already delivered unless a return, credit, buyback, or other arrangement has been expressly agreed in writing.

19. PROMOTIONAL BALANCES AND BRAND CREDITS

If the Retailer has an unused promotional balance, marketing allowance, rebate, brand credit, or other credit provided through Club12 or by a participating brand ("Available Credit") when Membership is terminated or cancelled, the Available Credit may remain available for three (3) months following the effective date of termination, unless the applicable brand or written commercial agreement provides otherwise. During this three-month period, Available Credit may be used only for qualifying purposes and products for which the credit was originally provided. Unless otherwise expressly agreed:

- Available Credit is not transferable;
- Available Credit has no cash value;
- Available Credit may not be redeemed for cash;
- Available Credit may not be sold or assigned; and
- unused Available Credit expires automatically at the end of the three-month period.

If Membership is terminated because of fraud, unlawful conduct, material misrepresentation, or another serious violation, Club12 or the applicable brand may immediately suspend or cancel Available Credit to the extent permitted by law and applicable commercial agreements.

20. CREDIT LIMITS AND ORDERING CAPACITY

Club12 or a participating brand may establish purchasing limits, credit limits, payment terms, order limits, or other commercial restrictions for a Retailer. Membership does not constitute approval of unlimited credit or unlimited purchasing capacity. The Retailer agrees not to knowingly place or accept orders exceeding its approved credit limit, credit terms, purchasing capacity, or other applicable authorization. Club12 may decline, reduce, delay, suspend, or cancel an order when the requested order exceeds applicable credit or purchasing limitations. Ordering products beyond approved credit or purchasing limitations may constitute grounds for immediate suspension or termination.

21. SUSPENSION AND TERMINATION OF MEMBERSHIP

Club12 reserves the right, in its sole discretion and to the maximum extent permitted by applicable law, to suspend, restrict, or terminate Membership at any time, with or without cause and with or without prior notice. Without limitation, Club12 may suspend or terminate Membership if the Retailer: 1. engages in fraud, attempted fraud, deceptive conduct, misrepresentation, or dishonest business practices; 2. fails to pay products, invoices, or other amounts when due; 3. materially breaches this Agreement or another Club12 agreement; 4. provides false, misleading, incomplete, or materially inaccurate information; 5. fails required business verification; 6. engages in conduct that Club12 reasonably determines may harm Club12, participating brands, distributors, other retailers, customers, or the Club12 network; 7. orders or accepts products beyond approved credit or purchasing capacity; 8. repeatedly orders products without maintaining the ability or authorization to pay; 9. becomes insolvent, ceases operations, enters bankruptcy proceedings, or appears unable to satisfy commercial obligations; 10. violates applicable law or regulations; 11. repeatedly fails to provide required weekly sales reports; or 12. engages in other conduct inconsistent with the standards or purposes of the Club12 program. Club12 may terminate or discontinue Membership without providing a specific reason or explanation to the Retailer, to the maximum extent permitted by applicable law. Club12 is not required to disclose confidential information, internal business considerations, risk assessments, fraud- prevention information, third-party information, proprietary information, or other confidential information as a condition of termination. Nothing in this provision permits termination for a reason prohibited by applicable law. Termination does not eliminate obligations accrued before termination.

22. NO LIABILITY FOR MEMBERSHIP TERMINATION

To the maximum extent permitted by applicable law, Club12 will not be liable for losses, lost profits, lost business, inventory consequences, or other damages resulting solely from suspension, restriction, or termination of Membership made in accordance with this Agreement. This limitation does not apply to liability that cannot legally be excluded or limited.

23. RETAILER INDEMNIFICATION

To the maximum extent permitted by applicable law, the Retailer agrees to defend, indemnify, and hold harmless Club12, its affiliates, officers, directors, employees, agents, and representatives from claims, damages, losses, liabilities, costs, and reasonable expenses arising from or relating to:

- the Retailer's breach of this Agreement;
- the Retailer's fraud or misconduct;
- the Retailer's violation of law;
- the Retailer's negligent or wrongful acts;
- the Retailer's misuse or sale of products;
- the Retailer's unauthorized representations concerning Club12 or a product;
- the Retailer's business operations; or
- claims arising from information or materials supplied by the Retailer.

This provision does not require the Retailer to indemnify Club12 for Club12's own fraud, willful misconduct, or liability that cannot legally be transferred.

24. MODIFICATION OF MEMBERSHIP TERMS

Club12 may modify these Membership Terms from time to time. For material changes, Club12 may provide notice through email, the Club12 website, the Retailer's account, or another reasonable communication method. Unless otherwise stated in the notice, continued participation in Club12 after the effective date of updated terms constitutes acceptance of the revised Agreement.

25. BUSINESS INFORMATION AND REPORTING

Where permitted by applicable law, Club12 may provide or report verified business information or information concerning the Retailer's business conduct to appropriate third parties, which may include business-information providers, commercial credit-reporting agencies, fraud-prevention services, regulatory authorities, law-enforcement agencies, courts, payment providers, or other authorized organizations. Such information may include:

- business identity and verification;
- Membership status;
- transaction history;
- material payment defaults;
- fraudulent or deceptive activity;
- suspected unlawful activity;
- materially inaccurate business information; or
- other verified information reasonably relevant to the Retailer's business conduct.

Club12 will not knowingly provide false or materially misleading information. Nothing in this Section requires Club12 to make a report where prohibited by law.

26. SURVIVAL

Termination of Membership does not affect any payment obligations, Product Offer obligations, data rights and obligations, promotional balances or credits, indemnification obligations, or other rights or obligations that accrued before termination or that by their nature are intended to survive termination.

27. ASSIGNMENT

The Retailer may not assign or transfer its Club12 Membership or rights under this Agreement to another business without Club12's prior written consent. Club12 may assign or transfer this Agreement or its rights and obligations to an affiliate, successor, purchaser, or other entity in connection with a merger, acquisition, reorganization, sale of assets, or other business transaction.

28. ENTIRE AGREEMENT

This Agreement, together with the Club12 Terms & Conditions, Club12 Privacy Policy, applicable Product Offers, and any other applicable written commercial agreements, governs the Retailer's participation in Club12.

In the event of a conflict, the terms of a specific Product Offer or other specific written commercial agreement will control with respect to the applicable transaction. This Agreement will control with respect to Retailer Membership matters.

This Agreement supersedes prior communications concerning Club12 Membership, except for written agreements expressly incorporated into this Agreement.

29. RETAILER ACKNOWLEDGMENT AND ACCEPTANCE

By applying for, accepting, or maintaining Club12 Retailer Membership, the Retailer acknowledges and agrees that:

- Club12 Membership is currently provided at no membership fee;
- Membership is indefinite unless terminated;
- the Retailer is not required to purchase every product offered through Club12;
- the Retailer must provide accurate business information;
- Club12 may verify the Retailer's business at least annually;
- the Retailer agrees that Club12 may analyze its location, local market, categories, customer characteristics, product assortment, and other relevant business information for product matching;
- the Retailer must provide required weekly sales reports;
- Estimated Weekly Sales Volume must be a good-faith estimate based on the Retailer's best knowledge;
- the Retailer remains responsible for payment for products already ordered or delivered;
- unused qualifying promotional balances or brand credits may generally be used for three months after termination, subject to applicable terms;
- Club12 reviews Brand Information but does not independently guarantee the authenticity, quality, safety, technology, performance, or regulatory compliance of products;
- the participating brand remains responsible for the truthfulness of its information and for its products;
- Club12 acts as an information and commercial intermediary and does not become the manufacturer, seller, importer, distributor, or guarantor of a product solely by presenting Brand Information;
- Club12 may use Retailer Data for legitimate Club12 purposes and business-development analytics;
- Club12 will not sell or resell the Retailer's non-public data as a standalone commercial data product;
- Club12 may suspend or terminate Membership in accordance with this Agreement;
- Club12 may terminate Membership without providing a specific reason, to the maximum extent permitted by law;
- electronic acceptance constitutes a binding signature;
- the person accepting this Agreement represents that he or she has authority to bind the Retailer; and
- disputes will be resolved in accordance with the applicable Club12 dispute-resolution and arbitration provisions.

ELECTRONIC ACCEPTANCE

By submitting the Club12 Retailer Membership Application, the Retailer agrees to the terms of this Agreement and the Club12 Terms & Conditions.