

BONDMARK

SUPPLY CO.

MERCHANDISE SERVICES AGREEMENT

Official Agreement - Version 3.0 - September 2026

THE MARK OF BELONGING.

You build the community. We build the merch.

Effective Date: _____

Bondmark Legal Name / Entity: _____

Client Legal Name: _____

Client Brand / DBA: _____

This Merchandise Services Agreement (the "Agreement") is entered into as of the Effective Date by and between the Bondmark party identified above, doing business as Bondmark Supply Co. ("Bondmark"), and the Client identified above ("Client"). Bondmark and Client may each be a "Party" and together the "Parties."

01 SERVICES

Bondmark will create and manage a branded merchandise program for Client in accordance with this Agreement and the applicable order summary, proposal, accepted quote, or written scope accepted by the Parties.

Standard Launch Services

- Merchandise and brand consultation
- Up to three original client-specific merchandise concepts
- Up to five launch product categories
- Professional product mockups and up to two included revision rounds
- Formal Client approval of final merchandise artwork and storefront presentation before launch
- Product sourcing and configuration using Bondmark-approved providers
- Branded storefront setup, product configuration, retail pricing, and merchandise-earnings / payout configuration
- Production and fulfillment coordination
- QR code and basic launch graphics
- Ongoing storefront administration during the active monthly management term

The standard on-demand launch does not require Client to purchase traditional bulk inventory as a condition of launch. Bulk orders, special production runs, or other inventory-based projects may require separate payment or terms if expressly quoted and accepted.

Pre-Agreement Concept Preview. Bondmark may provide a limited concept preview before this Agreement is signed so a prospective Client can evaluate direction and fit. A preview is not the full paid collection, is not production-ready unless Bondmark states otherwise, and does not obligate Bondmark to complete the launch. Full collection development, included revisions, and storefront build begin only after the Agreement, applicable setup payment, and recurring management plan are completed. Preview materials remain Bondmark property unless and until incorporated into final approved artwork transferred under Section 5.

Additional merchandise drops, bulk orders, custom design work, or services outside the included launch scope require a separate written quote or order confirmation.

02 SETUP FEE, MONTHLY MANAGEMENT FEE, AND PAYMENT

Client's applicable pricing is stated in Schedule A. Unless Schedule A expressly provides otherwise, Founding Partner pricing is a \$499 one-time setup fee plus a \$199 monthly management fee, and Standard pricing is a \$999 one-time setup fee plus a \$299 monthly management fee. Custom pricing may be used only when accepted in writing by both Parties.

The setup fee and first monthly management fee are due before onboarding and full collection development begin. The monthly management fee recurs each month through Bondmark's designated payment processor while the managed storefront relationship remains active. Client agrees to maintain a valid payment method. The billing start date is the Effective Date unless Schedule A states otherwise. A selected Founding Partner monthly rate is grandfathered for the uninterrupted active relationship unless changed by a later written agreement accepted by both Parties.

The setup fee compensates Bondmark for consultation, creative development, setup, and implementation work. If Client cancels before Bondmark begins onboarding or substantive creative/setup work, Bondmark will refund the setup fee less nonrecoverable payment-processing charges and any Client-authorized nonrefundable third-party costs already incurred. Once onboarding or substantive creative/setup work begins, the setup fee is earned and non-refundable except if Bondmark elects not to perform the contracted services. Monthly management fees already billed are non-refundable except where required by law or expressly agreed in writing.

03 CLIENT RESPONSIBILITIES

- Provide accurate business and contact information.
- Provide usable logo and brand files and timely feedback.
- Identify the person authorized to approve merchandise and storefront content.
- Respond to approval requests within a commercially reasonable time.
- Provide valid merchandise payout information.
- Maintain a valid payment method for setup and monthly management fees.
- Ensure all supplied names, logos, photographs, slogans, designs, and other materials are owned by Client or properly licensed for the intended use.

Bondmark is not responsible for delays caused by missing materials, delayed approvals, inaccurate information, or Client-requested changes outside the agreed scope.

04 CLIENT BRAND LICENSE AND AUTHORIZATION

Client grants Bondmark a non-exclusive, worldwide, royalty-free license during the term of this Agreement to reproduce, adapt as reasonably necessary for production, display, and use Client-provided trademarks, logos, names, artwork, photographs, slogans, and other brand assets solely to perform the contracted merchandise services, operate the approved storefront, fulfill customer orders, and create approved promotional materials.

Client represents and warrants that it has the rights and authority necessary to grant this license. Client will promptly notify Bondmark if any supplied asset may no longer be used.

05 MERCHANDISE DESIGN OWNERSHIP

Client retains ownership of all Client-provided brand assets. Subject to full payment of all amounts due, Bondmark assigns to Client Bondmark's transferable copyright interest in the final, client-specific merchandise artwork expressly approved under the paid launch scope, excluding Bondmark Pre-Existing Materials and Third-Party Materials.

Bondmark Pre-Existing Materials include reusable materials, processes, workflows, product systems, mockup systems, internal standards, storefront architecture, know-how, pricing methods, templates, and materials created independently of Client. Third-Party Materials include fonts, stock assets, manufacturer materials, platform assets, and other components licensed rather than owned by Bondmark. Bondmark retains all rights in those materials, and Client receives only the rights permitted by the applicable license.

To the extent any final client-specific artwork is not automatically owned by Client, Bondmark hereby assigns its transferable rights in that final approved artwork upon full payment, subject to the exclusions above.

06 APPROVALS AND REVISIONS

The standard launch includes two revision rounds. A revision round means one consolidated set of requested changes submitted by Client. Additional revisions, new creative directions, or work outside the agreed scope may be billed separately at Bondmark's then-current rate or under a separate quote.

Client must provide written or electronic approval of the final merchandise artwork and storefront presentation before launch. Approval may be provided through Bondmark's client approval system, email, electronic signature, or another electronic record reasonably designated by Bondmark. Bondmark may rely on approval given by the Client representative identified during onboarding.

After final approval, material Client-requested changes may require a new quote, revised production timeline, and additional approval before the affected item or storefront update is released.

07 PRODUCTS, PROVIDERS, AND FULFILLMENT

Bondmark may use third-party manufacturers, print providers, ecommerce platforms, payment processors, carriers, and other vendors to perform the services. Bondmark selects providers using its internal product and fulfillment standards, but third-party production, stock, and shipping remain subject to normal operational variation.

Exact products, sizes, colors, decoration methods, production locations, and provider availability may vary by collection and supplier availability. Bondmark may substitute an approved product or provider when reasonably necessary, provided the change does not materially alter the approved client-facing merchandise without Client approval.

Bondmark does not guarantee that every item will be defect-free, that every provider will remain available, or that every shipment will arrive by a specific date unless Bondmark separately makes an express written guarantee.

08 RETAIL PRICING

Bondmark controls final retail pricing for products sold through the Bondmark-managed merchandise program because pricing must account for direct transaction expenses, promotions, customer expectations, and sustainable client merchandise economics. Client input is welcome, but a requested price change is not effective unless approved by Bondmark in writing or through the applicable storefront system.

Client may not independently advertise or promise discounts, refunds, free shipping, or promotional pricing on the Bondmark storefront unless Bondmark has approved the promotion.

09 CLIENT MERCHANDISE EARNINGS

Client is entitled to one hundred percent (100%) of positive Net Merchandise Profit on Eligible Sales through the Bondmark-managed merchandise program, unless Schedule A or another written schedule accepted by both Parties expressly provides a different arrangement.

Net Merchandise Profit means merchandise revenue actually collected from an Eligible Sale, excluding sales tax and customer-paid shipping, less the direct transaction expenses attributable to that sale. Direct transaction expenses may include product or blank cost, printing, embroidery or other decoration, production and fulfillment charges, ecommerce and payment-processing transaction fees, Bondmark-funded discounts or shipping subsidies, refunds, chargebacks, reversals, and other transaction-specific third-party costs. Bondmark's general company overhead and unrelated operating expenses are not deducted.

MERCHANDISE EARNINGS FORMULA

Merchandise Revenue - Direct Transaction Expenses = Net Merchandise Profit

100% of positive Net Merchandise Profit = Client Merchandise Earnings

If an Eligible Sale produces zero or negative Net Merchandise Profit after applicable direct transaction expenses, no Client Merchandise Earnings are credited on that transaction.

An Eligible Sale means a completed retail transaction that has not been canceled, refunded, reversed, charged back, determined fraudulent, or otherwise adjusted. Client Merchandise Earnings are calculated only on Eligible Sales.

Client Merchandise Earnings are paid monthly once Client's accrued payable balance reaches \$25. Balances below \$25 roll forward while the storefront relationship remains active. Bondmark may offset previously paid Client Merchandise Earnings against future amounts if the underlying transaction is later refunded, charged back, reversed, determined fraudulent, or otherwise adjusted.

10 SHIPPING, RETURNS, AND CUSTOMER ORDER ISSUES

Retail shipping charges are generally paid separately by the end customer at checkout unless Bondmark authorizes a promotion or alternative arrangement. Retail returns, refunds, reprints, and order remedies are governed by the customer-facing storefront policies, applicable law, and the eligibility rules of the relevant fulfillment provider.

When a legitimate production or fulfillment issue occurs, Bondmark will use commercially reasonable efforts to coordinate the available remedy with the applicable provider. Bondmark does not promise a refund or replacement where the provider policy or applicable customer policy does not support one, except where required by law.

11 NO SALES GUARANTEE

Client acknowledges that merchandise demand depends on factors outside Bondmark's control, including audience size, promotion, pricing tolerance, brand loyalty, timing, product availability, and customer preferences. Bondmark does not guarantee any minimum number of orders, revenue level, profit amount, or Client Merchandise Earnings amount.

12 STOREFRONT AND ACCOUNT ADMINISTRATION

Bondmark will manage the merchandise storefront and product configuration during the term. Client receives the right to promote and link to the storefront but does not acquire ownership of Bondmark's ecommerce infrastructure, platform accounts, reusable systems, templates, backend systems, or provider relationships.

Bondmark may make reasonable operational updates to maintain compatibility, security, product availability, checkout performance, or fulfillment performance, provided material client-facing changes are handled consistently with this Agreement.

13 BULK ORDERS AND FUTURE DROPS

Bulk orders, staff apparel, event merchandise, custom promotional items, seasonal collections, limited-edition releases, and future merchandise drops are outside the initial launch scope unless expressly included in writing. Those projects will be quoted separately and are not included in the setup fee or recurring monthly management scope unless stated in Schedule A or another written order summary accepted by both Parties.

14 CONFIDENTIALITY

Each Party may receive non-public business, pricing, financial, customer, technical, or operational information from the other Party. Each Party agrees to use reasonable care to protect such information and to use it only for purposes of the relationship, except where disclosure is required by law or the information is already public through no breach of this Agreement.

15 PUBLICITY AND CASE STUDIES

Bondmark may display Client trademarks and approved merchandise imagery as reasonably necessary to operate the approved storefront, fulfill the services, and present the live customer-facing merchandise program. Bondmark will not publicly identify Client as a case study, publish non-public sales performance, or use a Client testimonial without Client's separate written approval.

16 TERM, CANCELLATION, AND STORE CLOSURE

This Agreement begins on the Effective Date and continues until terminated by either Party as provided below.

Either Party may cancel the ongoing managed storefront relationship by giving thirty (30) days written notice. Recurring monthly management fees continue through the effective cancellation date, after which future recurring management charges will stop. Cancellation does not create a refund right for a setup fee that has already become earned and non-refundable under Section 2, or for monthly management fees already billed, except where required by law or expressly agreed in writing. The Parties remain responsible for pending orders, outstanding payment obligations, and any provisions that survive termination.

Bondmark may suspend or terminate services immediately for fraud, illegal or infringing content, abusive conduct, payment failure, material breach, security risk, or conduct that exposes Bondmark or its vendors to unreasonable legal or operational risk.

If Client becomes inactive during onboarding or collection development, Bondmark may place the project on hold after 30 days without required Client action and may close the project after 60 days of inactivity. Resuming a closed project may require a new timeline, updated provider availability, or a reactivation quote.

17 EFFECT OF CANCELLATION OR TERMINATION

After cancellation or termination, Bondmark may deactivate the Client storefront after pending transactions are completed or otherwise resolved. Accrued Client Merchandise Earnings remain subject to final adjustments for refunds, chargebacks, reversals, fraud, and other transaction-specific corrections.

After pending transactions and adjustments are finalized, any positive final Client Merchandise Earnings balance will be included in the next normal payout cycle, even if the remaining balance is below the usual \$25 active-account payout threshold.

Sections relating to payment, intellectual property, confidentiality, limitations, dispute terms, taxes, and obligations that by their nature should survive will remain in effect after termination.

18 INDEMNIFICATION FOR CLIENT MATERIALS

Client agrees to defend, indemnify, and hold harmless Bondmark and its owners, personnel, and service providers from third-party claims, damages, liabilities, and reasonable costs arising from Client-provided content or Client instructions that infringe or violate another person's trademark, copyright, publicity, privacy, or other rights, except to the extent the claim results from Bondmark's unauthorized modification or use outside the scope of this Agreement.

19 LIMITATION OF LIABILITY

To the fullest extent permitted by law, neither Party will be liable to the other for indirect, incidental, special, punitive, or consequential damages arising from this Agreement. Bondmark's aggregate liability arising from the services will not exceed the total amounts paid by Client directly to Bondmark under this Agreement during the six months preceding the event giving rise to the claim, except where a limitation is prohibited by law or liability results from willful misconduct, fraud, or obligations that cannot legally be limited.

20 INDEPENDENT CONTRACTOR RELATIONSHIP

Bondmark is an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, franchise, fiduciary relationship, agency, or joint venture between the Parties. The service-fee and Client Merchandise Earnings arrangement does not make the Parties partners or co-owners of a business.

21 TAXES

Each Party is responsible for taxes imposed on its own income, compensation, or payments received. Transaction-level sales or similar taxes will be handled according to the applicable storefront and payment structure and applicable law. Client is responsible for any tax reporting associated with Client Merchandise Earnings or other payments it receives from Bondmark.

22 NOTICES

Routine project notices may be sent by email to the addresses designated during onboarding. A cancellation notice under Section 16 may also be sent by email and will qualify as written notice when sent to the latest designated business email address for the receiving Party. Other legal notices should be sent to the latest business or email address each Party has provided in writing and are effective when received, subject to applicable law.

23 ELECTRONIC TRANSACTIONS AND SIGNATURES

The Parties consent to conduct this transaction electronically. Electronic signatures, electronic approvals, and electronic records may be used to execute, approve, and retain this Agreement and related documents to the extent permitted by applicable law. Each Party should retain a copy of the fully executed Agreement.

24 GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law rules. Unless applicable law requires otherwise, any court proceeding arising from this Agreement will be brought in a state or federal court located in the county where Bondmark's principal place of business is then located, and the Parties consent to that venue and jurisdiction.

25 ENTIRE AGREEMENT; CHANGES; SEVERABILITY

This Agreement, together with any signed order summary, accepted written quote, or incorporated schedule, is the entire agreement regarding the covered services and supersedes prior discussions on the same subject. Changes must be in writing and accepted by both Parties. If any provision is held unenforceable, the remaining provisions will continue in effect to the maximum extent permitted by law.

26 COUNTERPARTS

This Agreement may be signed in counterparts and through an electronic signature platform. Each counterpart is treated as an original and together they form one agreement.

27 SIGNATURES

By signing below, each signer represents that they have authority to bind the Party identified and agrees to the terms of this Agreement.

BONDMARK SUPPLY CO.	CLIENT
LEGAL NAME / ENTITY	LEGAL NAME / ENTITY
BY	BY
TITLE	TITLE
SIGNATURE	SIGNATURE
DATE	DATE

28 SCHEDULE A - ORDER SUMMARY

Complete Schedule A for each Client before execution, or attach an equivalent signed order summary. Terms entered here control over conflicting default commercial terms in the body of the Agreement only for the items expressly changed.

Item	Selected / Agreed Terms
Launch Type	Founding Partner / Standard / Custom
Setup Fee	Founding Partner \$499 / Standard \$999 / Custom \$_____
Monthly Management Fee	Founding Partner \$199 / Standard \$299 / Custom \$_____
Billing Start Date	Effective Date unless otherwise stated: _____
Included Product Categories	_____
Included Original Concepts	Up to 3 unless otherwise stated
Included Revision Rounds	2 unless otherwise stated
Client Merchandise Earnings	100% of positive Net Merchandise Profit under Section 9
Additional Work / Future Drops	Separately quoted unless otherwise stated
Special Terms	_____