

Pacific Ridge Industries, LLC

DOC ID: PRI-MMA-1024-01022025
Printed: 7/10/2026

CONFIDENTIAL AGREEMENT

Exclusive Master Manufacturing Agreement

Between Pacific Ridge Industries, LLC and Hangzhou Greenleaf Trading Co., Ltd

独家主生产框架协议 (MMA)

Version 1024

PARTY A (PRI)

Pacific Ridge Industries, LLC

200 Park Avenue, Suite 1200, New York, NY 10166

PARTY B (COMPANY)

Hangzhou Greenleaf Trading Co., Ltd88 Westlake Road
Tonglu 311500 Zhejiang
P.R.China

EFFECTIVE DATE

2025-01-02

EXPIRATION DATE

2027-01-02

STATUS

Renewed

REGISTRATION NR.

91330100MA2XK8QR5T

Recitals

WHEREAS, PRI is generally in the business of (i) researching, identifying, compiling, creating, assembling, and analysing information, databases, contact names, e-mails, phone numbers, addresses, and other reference materials (in multiple languages) for, (ii) soliciting, analysing, interpreting, and submitting bids, RFPs, and entering into contracts for, (iii) managing the submission processing, negotiations, execution of contracts, and all phases of contract performance for itself (as well as assisting and furnishing consulting services for others) for, (iv) advertising, marketing, promoting various goods and services for, (v) arranging, directing, and/or overseeing, directly and indirectly, the design, compliance, testing reports, manufacture, sourcing, supplying, buying, selling, warehousing, distribution, delivery, importing, exporting for, and (vi) arranging, directing, and/or overseeing, directly and indirectly, all communications, transactions, decisions, and dispositions related thereto for various goods, services, and materials for, and in connection with, the Business Purpose;

WHEREAS, “Business Purpose” shall mean the following: all procurement opportunities, services, and initiatives of domestic and international government, public sector agencies and services, institutions, corporations, NGOs, not-for-profits, and other similar public and private sector buyers and agents (including, but not limited to, such examples as procurement under various police, hospital, military, penitentiary, armed conflict and/or natural disaster response framework and supplier agreements) (collectively, the “Business Purpose”);

WHEREAS, Company is a business that is an expert in furnishing the Services and furnishing Deliverables resulting from the Services that are equal to or better in technical, creative, and material quality than the quality of identical and/or substantially similar goods that are acceptable for purchase by government purchasers in the United States and/or Europe (e.g., the government of the United States of America and/or governments in the European Union) with respect to the then-current applicable government procurement standards and requirements for such goods;

WHEREAS, as an inducement to enter into this MMA, PRI is relying on the exclusivity and unique expertise of Company in the Services and in the quality of the Deliverables, and

WHEREAS, the Parties desire to enter into this MMA to establish terms and conditions that shall govern the relationship between the Parties with respect to the subject matter of this MMA, including, without limitation, the strict confidentiality, non-disclosure, non-use, non-competition, and non-circumvention obligations set forth herein.

NOW, THEREFORE, in consideration of the obligations recited herein and other valuable consideration and mutual promises, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

CHAPTER 1

List of Exhibits and Schedules

REF.	EXHIBIT	DESCRIPTION

CHAPTER 2

Company Information

COMPANY NAME Hangzhou Greenleaf Trading Co., Ltd	COMPANY NAME (CN) 杭州绿叶贸易有限公司
REGISTRATION NR. 91330100MA2XK8QR5T	NOTICE ADDRESS 88 Westlake Road Tonglu 311500 Zhejiang P.R.China
LEGAL REPRESENTATIVE 张伟先生 Mr.Wei Zhang	SIGNER 张伟先生 Mr.Wei Zhang
JOB TITLE General Manager	EMAIL wei.zhang@greenleaf-trading.cn

CHAPTER 03

General Definitions

§ b Party and Parties

PRI and Company each are referred to herein as a Party and, collectively, as the Parties.

§ c Related Parties

shall mean, with respect to the applicable Party indicated, its, past, present, and prospective, owners, partners, shareholders, members, directors, officers, employees, associates, customers, clients, independent contractors, vendors, suppliers, service providers, affiliates, controlled entities (or partnerships), commonly owned entities (or partnerships), agents, consultants, professional advisors, representatives, creditors, investors, entities or partnerships as well as each of the heirs, successors, and assigns of any of the foregoing.

§ d Goods

shall mean those certain items ordered in a "Goods R&D Sampling Request" or "Purchase Order Placement Request," each of which as may be further defined via a schedule that is referenced therein that includes certain further details and Specification Requirements for the items ordered.

§ e Identifiable Materials

shall mean any and all materials, Samples, and/or Goods (including but not limited to any complete, incomplete, abandoned, suspended, stopped, and underway Services and/or Deliverables with respect to any Sample or Good) that embody, incorporate, associate, or include any manner of confidential information, proprietary elements, trade secrets, or intellectual property of PRI and/or its customers. For the avoidance of doubt, but not by way of limitation, all printed fabric produced by Company or any of its Related Parties (e.g., its Third-Party Service Provider) that embody, incorporate, associate, or include any creative and/or design elements furnished by PRI and/or its customers or developed for PRI and/or its customers in connection with this MMA shall hereby be deemed to be Identifiable Materials, which designation shall survive the term of this MMA in perpetuity. Company understands and agrees that in no event shall Company, and Company shall ensure that its Related Parties (e.g., a Third-Party Service Provider) shall not, (directly, indirectly, or assist others to) produce, copy, reproduce, use, store, sell, distribute, or exploit any Identifiable Materials in any manner whatsoever except as, and only to the extent, expressly permitted under this MMA for the benefit of PRI and/or its customers, which prohibition shall survive the term of this MMA in perpetuity.

§ f Samples

shall mean a certain volume and specific assortment of development sample Goods that are manufactured and delivered to PRI by Company in accordance with this MMA and all Specification Requirements with respect to the applicable Sample Request Accepted for such sample Goods. PRI requests for Samples are for the following purposes: (i) for the research and development of new Goods that PRI may offer to its customers and PRI's acceptance and approval thereof; (ii) for acceptance and approval of such Sample by PRI and/or its customers for such Goods, and/or (iii) for PRI and/or its customers to retain as reference samples for purposes of ongoing inspections and quality control with respect to subsequent Sample Requests and/or Purchase Orders for such Goods. Therefore, each Sample Request shall be categorized under this MMA as either a "Goods R&D Sampling Request" or a "Purchase Order Sampling Request." Unless otherwise set forth in the applicable Sample Request accepted by Company, PRI will not be required to return any Samples to Company, provided that upon Company's request, at Company's sole cost and expense to be paid in advance, PRI will return Samples which are not accepted and approved by PRI. PRI, however, cannot guarantee and shall not be liable for the return to Company of those Samples which PRI sends to its customer, laboratories, and/or that are otherwise not in its possession.

§ g Sample Request

shall mean each specific, individually numbered and dated, written physical or digital (e.g., as an attachment or in the body of an e-mail) request by PRI for Company to develop and submit samples of a certain volume and specific assortment of Goods for PRI, with each such Sample Request hereby deemed to be subject to the terms and conditions of this MMA as well as any and all further details and/or Specification Requirements with respect to such Sample Request. Notwithstanding the foregoing, Company understands and agrees that a Purchase Order Sampling Request shall be automatically deemed to be included as material part of each Purchase Order submitted by PRI to Company under this MMA, whether or not such sampling requirement is separately stated within such Purchase Order and/or PRI actually submits any separate Purchase Order Sampling Requests with respect to such Purchase Order. Therefore, a Purchase Order submitted by PRI to Company under this MMA shall be automatically deemed to also be the Sample Request for all Goods covered by such Purchase Order.

§ h Goods R&D Sampling Requests

shall mean those Sample Requests submitted to Company for the purposes of researching and developing new Goods for PRI to offer to its customers.

§ i Purchase Order Sampling Requests

shall mean those Sample Requests which Company must completely fulfil and satisfy as an inherent part of each Purchase Order Request that is accepted by Company. Company understands and agrees that Purchase Order Sampling Request shall be automatically deemed to be a material part of each Purchase Order accepted by Company under this MMA whether or not such sampling requirement is separately stated within such Purchase Order and/or PRI actually submits any separate Purchase Order Sampling Requests with respect to such Purchase Order.

§ j Sample Request Acceptance

shall mean the Company's written physical or digital (e.g., as an attachment or in the body of an e-mail) notice to PRI that confirms that Company accepts the applicable Sample Request, which acceptance shall be deemed to occur for each Purchase Order Sampling Request upon the date the Company is legally obligated to furnish the Services and Deliverables under the Purchase Order Request for the corresponding Goods. On the date a Sample Request Acceptance: (A) is received by PRI for a Goods R&D Sampling Request and (B) occurs for a Purchase Order Sampling Request, Company shall thereby be deemed to be thereafter irrevocably legally bound to furnish the complete Services and Deliverables for such Sample Request accepted by Company. Any such notice by Company accepting a Sample Request that attempts to modify such Sample Request in any way shall result in said Sample Request being accepted and legally binding on the Company as it was originally submitted to Company by PRI, with all such attempted modifications by Company deemed to be null and void ab initio. Therefore, Company shall be legally obligated to furnish complete Services and Deliverables therefor without any right of termination (i.e., cancellation) or any right to incorporate such attempted modifications therein. Notwithstanding the foregoing, other than with respect to the Sample Cost, which may only be amended via a writing signed by the

Parties, from time to time, the Parties may modify a Sample Request accepted by Company via an e-mail that expressly indicates the specific modification and establishes the mutual agreement of the Parties to modify such Sample Request.

§ k Sample Acceptance and Approval

shall mean a specific written physical or digital (e.g., as an attachment or in the body of an e-mail) notice by PRI to Company that confirms the Services and Deliverables for one or more specific Samples which are indicted in such notice have been fully performed in accordance with this MMA to: (i) meet or exceed all Specification Requirements as set forth in this MMA and in the applicable Sample Request accepted by Company for such Samples and (ii) achieve PRI's subjective design, production quality, and look and feel approval and satisfaction which approval is separate and apart from technically achieving the Specification Requirements. For the avoidance of doubt, in the event any incremental acceptance and approval notices are furnished by PRI to Company with respect to any Sample Requests accepted by Company, each such notice shall only apply with respect to the acceptance and approval status of the portion of indicated Services performed and Deliverables delivered by Company to date that are accepted and approved, and such notices not excuse Company from fully performing the remaining portions of all Services and Deliverables applicable to such Sample Requests. Company understands and agrees that each Sample with respect to a Purchase Order that has achieved Sample Acceptance and Approval shall, thereafter, be subject to and be required to achieve Goods Acceptance and Approval with respect to the ongoing Services and Deliverables with respect to such Purchase Order.

§ l R&D Sample Cost

shall mean the cost payable, if any, to Company by PRI for all Services and Deliverables for each Goods R&D Sampling Requests as such cost is set forth in the applicable Sample Request accepted by Company for such Samples or as such cost may be later modified for such Samples via an express written amendment that is signed by the Parties to such Sample request.

§ m Final R&D Sample Cost

shall mean the Sample Cost set forth in the applicable Goods R&D Sampling Request for such Sample less: (i) the applicable Sample Cost Adjustment Amount and (ii) the then-current Reimbursable Amounts and Refundable Amounts with respect to any Sample Request and Purchase Order accepted by Company or otherwise payable and due to PRI in connection with this MMA.

§ n Purchase Order

shall mean each specific, individually numbered and dated, written physical or digital (e.g., as an attachment or in the body of an e-mail) request by PRI to purchase a certain volume and specific assortment of Goods from Company at a specific Goods Price, with each such Purchase Order hereby deemed to be subject to the terms and conditions of this MMA as well as any and all further details and/or Specification Requirements as may be set forth in such order to purchase such Goods by PRI.

§ o Purchase Order Acceptance

shall mean the Company's written physical or digital (e.g., as an attachment or in the body of an e-mail) notice to PRI that confirms Company accepts the applicable Purchase Order. On the date a Purchase Order Acceptance is received by PRI, Company shall thereby be deemed to be thereafter irrevocably legally bound to furnish the complete Services and Deliverables for such Purchase Order accepted by Company. Any such notice by Company accepting a Purchase Order that attempts to modify such Purchase Order in any way shall result in said Purchase Order being accepted and legally binding on the Company as it was originally submitted to Company by PRI, with all such attempted modifications by Company deemed to be null and void ab initio. Therefore, Company shall be legally obligated to furnish complete Services and Deliverables therefor without any right of termination (i.e., cancellation) or any right to incorporate any such attempted modifications. Notwithstanding the foregoing, other than with respect to the Purchase Order Price, which may only be amended via a writing signed by the Parties, from time-to-time the Parties may modify a Purchase Order accepted by Company via an e-mail that expressly indicates the specific modification and establishes the mutual agreement of the Parties to modify such Purchase Order. Company understands and agrees that each Purchase Order accepted by Company under this MMA shall be subject to and require Company to fully comply with the Purchase Order Sampling Process and Requirements for such Goods.

§ p Purchase Order Sampling Process and Requirements

shall mean the full performance of all Services and the delivery of all Deliverables to furnish Samples of the Goods comprising the Purchase Order accepted by Company for all Sample Acceptance and Approval as well as all ongoing Goods Acceptance and Approval thereafter, as set forth in this MMA and in the applicable Purchase Order.

§ q Goods Acceptance and Approval

shall mean a specific written physical or digital (e.g., as an attachment or in the body of an e-mail) notice by PRI to Company that the Services and Deliverables for one or more specific Goods which are indicted in such notice have been fully performed in accordance with this MMA to: (i) meet or exceed all Specification Requirements as set forth in this MMA and in the applicable Purchase Order accepted by Company for such Goods and (ii) achieve PRI's subjective design, production quality, and look and feel approval and satisfaction which approval is separate and apart from technically achieving the Specification Requirements. For the avoidance of doubt, in the event incremental acceptance and approval notices are furnished by PRI to Company with respect to any Purchase Orders accepted by Company, each such notice shall only apply with respect to the acceptance and approval status of the portion of the indicated Services performed and Deliverables delivered by Company to date that are accepted and approved, and such notices not excuse Company from fully performing the remaining portions of all Services and Deliverables applicable to such Purchase Orders. Company understands and agrees that each Goods with respect to a Purchase Order that has achieved Goods Acceptance and Approval shall, there after, be subject to and be required to achieve Goods Acceptance and Approval with respect to the ongoing Services and Deliverables with respect to such Purchase Order.

§ r Goods Price

shall mean the price for the Goods as such cost is set forth in the applicable Purchase Order accepted by Company for such Goods or as such cost

may be later modified for such Goods via an express written amendment that is signed by the Parties to such Purchase Order.

§ s Purchase Order Price

shall mean the gross purchase order price for a Purchase Order (including, without limitation, the Goods Price) as such price is set forth in the applicable Purchase Order accepted by Company for such Goods or as such price may be later modified for such purchase order via an express written amendment that is signed by the Parties to such Purchase Order. Company understands and agrees that the Purchase Order Price is inclusive of all costs and expenses for the Purchase Order Sampling Request as well as the Purchase Order Sampling Process and Requirements for the applicable Purchase Order. For the avoidance of doubt, all Samples required by PRI under each Purchase Order for the purposes set forth in this MMA or the applicable Purchase Order shall be furnished to PRI free of charge, cost, or expense.

§ t Final Purchase Order Price

shall mean the Purchase Order Price set forth in the applicable Purchase Order for the Goods less: (i) the applicable PO Price Adjustment Amount and (ii) the then current Reimbursable Amounts and Refundable Amounts with respect to any Sample Request and Purchase Order accepted by Company or otherwise payable and due to PRI in connection with this MMA.

§ u Services

shall mean the full and complete services for successful development, manufacture, and delivery of all Goods covered by each of the Sample Requests and Purchase Orders accepted by Company, including, but not limited to, those services that are ancillary, necessary, customarily, and/or generally expected to be furnished in connection therewith for a customer's benefit by companies in the industry of Company in the furtherance of fully performing the Services and/or Deliverables. Company shall perform all Services with highest level of quality and professionalism strictly in accordance with the terms and conditions of this MMA (including, without limitation, as set forth in the Recitals above) as well as any and all further details and/or Specification Requirements as may be set forth in the applicable Sample Request and/or Purchase Order (as amended and/or modified in accordance with this MMA). Upon acceptance of each legally binding Sample Request or Purchase Order, Company shall be irrevocably obligated to fully perform (and, upon delivery of an Approval Failure Notice by PRI, reperform) any and all Services with respect to each such Sample Request or Purchase Order, solely for the original compensation thereby accepted, until such time as PRI furnishes Company with the corresponding notice of "Sample Acceptance and Approval" and/or "Goods Acceptance and Approval" on a case-by-case basis. PRI reserves the right to modify its designated recipient to receive the Deliverables for each Sample Request or Purchase Order upon notice to Company prior to the shipment thereof. For the avoidance of doubt, nothing under this Agreement shall act to obligate PRI to work exclusively with Company or obligate Company to accept any Sample Request or Purchase Orders from PRI, provided that this statement shall not act to diminish in any way the Company's irrevocable full performance obligation (as set forth above) or the non-circumvention, confidentiality, non-disclosure, and non-use obligations of Company (and its Related Parties) under this MMA.

§ v Deliverables

shall mean the certain volume and specific assortment of Samples and/or Goods covered by each Sample Request and Purchase Order accepted by Company that Company shall package, ship, and/or deliver to PRI and/or its designated recipient accordance with the applicable Sample Request or Purchase Order. Company shall furnish all Deliverables with highest level of quality and professionalism strictly in accordance with the terms and conditions of this MMA as well as any and all further details and/or Specification Requirements as may be set forth in the applicable Sample Request and/or Purchase Order (as amended and/or modified in accordance with this MMA). Upon acceptance of each legally binding Sample Request or Purchase Order, Company shall be irrevocably obligated to fully deliver (and, upon delivery of an Approval Failure Notice by PRI, re-deliver) each Deliverable with respect to each such Sample Request or Purchase Order, solely for the original compensation thereby accepted, until such time as PRI furnishes Company with the corresponding notice of "Sample Acceptance and Approval" and/or "Good Acceptance and Approval" on a case-by-case basis. PRI reserves the right to modify its designated recipient to receive the Deliverables for each Sample Request or Purchase Order upon notice to Company prior to the shipment thereof.

§ w Delivery Dates

shall mean the specific dates and times for the delivery of the certain volume and specific assortment of Samples and/or Goods covered by each Sample Request or Purchase Order accepted by Company. Company's failure to deliver the Deliverables on or before the applicable Delivery Date therefor, as may set forth herein or in the respective Sample Request or Purchase Order, shall be sufficient basis for PRI to deem such Samples and/or Goods to have failed to meet or exceed the Specification Requirements for such Samples and/or Goods.

§ x Reimbursable Amounts

shall mean all monetary amounts: (i) incurred by PRI (and/or its Related Parties) in connection with this MMA or any Sample Request or Purchase Order accepted by Company due to any contract breach, legal violation, error, or wilful act or omission by Company that is contrary to the best interests of PRI (and/or its Related Parties) and (ii) specified as being reimbursable amounts from Company to PRI (and/or its Related Parties) under this MMA and/or any Sample Request or Purchase Order accepted by Company. Company shall pay PRI all Reimbursable Amounts immediately upon request and/or upon the specific occurrence or condition specified for the payment thereof.

§ y Refundable Amounts

shall mean all monetary amounts paid to Company by PRI that are refundable from Company to PRI (and/or its Related Parties) under this MMA and/or any Sample Request or Purchase Order accepted by Company. Company shall pay PRI all Refundable Amounts immediately upon request and/or upon the specific occurrence or condition specified for the payment thereof.

§ z Lab Testing Specifications

shall mean the specific laboratory testing result requirements with respect to any Samples or Goods as set forth in this MMA and/or in the applicable Sample Request or Purchase Order accepted by Company for such Samples and/or Goods.

§ aa Certification Specifications

shall mean the specific certification requirements with respect to any Samples or Goods as set forth in this MMA and/or in the applicable Sample Request or Purchase Order accepted by Company for such Samples and/or Goods.

§ bb Technical Specifications

shall mean the specific certification requirements with respect to any Samples or Goods as set forth in this MMA and/or in the applicable Sample Request or Purchase Order accepted by Company for such Samples and/or Goods.

§ cc Functional Specifications

shall mean the specific functional requirements with respect to any Samples or Goods as set forth in this MMA and/or in the applicable Sample Request or Purchase Order accepted by Company for such Samples and/or Goods.

§ dd Creative Specifications

shall mean the specific creative design requirements with respect to any Samples or Goods as set forth in this MMA and/or in the applicable Sample Request or Purchase Order accepted by Company for such Samples and/or Goods.

§ ee Labelling Specifications

shall mean the specific tagging, labelling, warning, and marking requirements with respect to any Samples or Goods as set forth in this MMA and/or in the applicable Sample Request or Purchase Order accepted by Company for such Samples and/or Goods.

§ ff Packaging, Shipping, and Delivery Specifications

shall mean the specific packaging, shipping, delivery with respect to any Samples or Goods as set forth in this MMA and/or in the applicable Sample Request or Purchase Order accepted by Company for such Samples and/or Goods.

§ gg Specification Requirements

shall mean, collectively, all Lab Testing Specifications; Certification Specifications; Technical Specifications; Functional Specifications; Creative Specifications; Labelling Specifications; Packaging, Shipping, and Delivery Specifications; and all other specifications required by that must be reviewed, accepted and approved by PRI (and/or its customer) with respect to any Samples or Goods, as set forth in this MMA and/or in the applicable Sample Request or Purchase Order accepted by Company for such Samples and/or Goods.

§ hh Approval Failure Notice

shall mean PRI's written physical or digital (e.g., as an attachment or in the body of an e-mail) notice to Company that confirms PRI and/or its customer does not accept and/or approve the applicable Services and/or Deliverables, which acceptance and/or approval failure means that one or more specific Services and/or Deliverables indicated in such notice have been deemed by PRI and/or its customer to have failed to achieve Sample Acceptance and Approval and/or Goods Acceptance and Approval or, following achieving such acceptance, a patent or latent defect with respect to such Samples or Goods has been discovered for which acceptance is then being revoked and rescinded or, at any time before or following achieving such acceptance, it is discovered that Company or its Related Parties (e.g., Third-Party Service Provider) has violated or breached this MMA or any Sample Request or Purchase Order with respect to such Samples or Goods.

§ ii R&D Sample Development Score

shall mean the subjective percentage score awarded to Company by PRI, in PRI's sole discretion, based on PRI's review of each R&D Sample delivered under this MMA using the following percentage allocations based on a total score of One Hundred Percent (100%):

- ✳ i Up to Twenty Percent (20%) will be allocated toward visual assessments;
- ✳ ii Up to Fifty Percent (50%) will be allocated toward the testing results;
- ✳ iii Up to Twenty Percent (20%) will be allocated toward delivery timing; and
- ✳ iv Up to Twenty Percent (20%) will be allocated toward certificate documentation results.

§ jj PRI Vendor Manual

shall mean the detailed manual of instructions on the process of sampling and production stages for all Goods, attached hereto as Exhibit D, as such manual may be updated, modified, and/or amended by PRI upon written notice to Company (e-mail will suffice) at any time in PRI's sole, but all times reasonable, discretion.

§ kk Contract Number

shall mean the number assigned by PRI to identify this specific contract which is in the header of this MMA.

CHAPTER 04

Goods R&D Sampling Requests – Submission and Approval Process.

PRI may submit one or more Goods R&D Sampling Requests to Company from time to time during the Term. Company agrees to promptly review and fully respond to each such Sample Request prior to the end of the second (2nd) calendar day following the date it is received by Company from PRI ("Response Time"). Company's response to each such Sample Request shall be subject to and address the following:

§ a Sample Request – Acceptance.

Sample Request – Acceptance. If Company accepts a Goods R&D Sampling Request, Company shall furnish a Sample Request Acceptance notice to PRI confirming the acceptance of such request and Company shall immediately commence all Services and deliver all Deliverables required thereby on or before the applicable Delivery Dates

§ b Sample Request – Non-Acceptance.

If Company does not accept a Goods R&D Sampling Request, Company shall furnish PRI a notice confirming that such request is not accepted that details all reasons for such non-acceptance and provide suggested modifications to PRI's request that would make the request acceptable to Company. Upon PRI's receipt of such non-acceptance notice from Company, PRI may elect to re-submit the request with PRI's own and/or any modifications suggested by Company, which re-submission shall be handled by Company as a new Sample Request from PRI that requires the Company's review and response within the Response Time from its delivery to Company by PRI.

§ c Sample Request – Timeliness.

Sample Request – Timeliness. Nothing herein obligates Company to accept any Goods R&D Sampling Requests it receives from PRI. PRI, however, shall have no obligation to Company for any such Sample Request for which Company fails to respond to PRI in writing within the Response Time therefor. A Sample Request Acceptance received by PRI after the Response Time for such request has passed shall have no force or effect and shall not be legally binding on PRI, unless PRI acknowledges in writing to Company after its late delivery that PRI will accept such untimely Sample Request Acceptance notice. Upon delivery of such acceptance notice by PRI to Company with respect to an untimely Sample Request Acceptance notice, Company shall immediately commence all Services and deliver all Deliverables requested for such Goods R&D Sampling Request on or before the applicable Delivery Dates and such untimely Sample Request Acceptance notice shall thereby be deemed to be a valid Sample Request Acceptance notice by Company for such Sample Request.

CHAPTER 05**Sample Request – Payments.**

Unless set forth in a Sample Request, PRI shall not be obligated to pay any payments or deposits (or any advance payments for such amounts set forth therein) for the Services and Deliverables for any Sample Requests accepted by Company.

CHAPTER 06**Sample Request – Returns.**

Except as otherwise set forth in this MMA or in the applicable Sample Request, PRI shall not be obligated to return any Samples to Company.

CHAPTER 07**Sample Request – Format.**

Sample Request – Format. The format for all Goods R&D Sampling Requests shall be substantially similar in all material respects to the format attached hereto as Exhibit B. The format for all Purchase Order Sampling Requests shall be substantially similar in all material respects to the format for such sampling requests that is incorporated into the relevant section of the Purchase Order Placement Request (see Exhibit C).

CHAPTER 08**Final R&D Sample Cost – Payable, Earned, and Due.**

The Final R&D Sample Costs for each Goods R&D Sampling Request accepted by Company shall only be payable, earned, and due as follows:

§ a Final R&D Sample Cost – Payable.

The amount of compensation payable to Company by PRI for each Sample under a Goods R&D Sampling Request shall be the Final R&D Sample Cost with respect to the applicable Sample Request accepted by Company for such Sample.

§ b R&D Sample Cost – Earned.

The Final R&D Sample Cost amount for a specific Sample under a Goods R&D Sampling Request will only be deemed to be earned by Company on the date of the delivery to Company by PRI of the applicable Sample Acceptance and Approval notice for such Sample from PRI.

§ c R&D Sample Cost – Due.

The Final R&D Sample Cost amount earned by Company for a specific Sample will be due to Company within ninety (90) days following the delivery to Company by PRI of the applicable Sample Acceptance and Approval notice for such Sample from PRI.

CHAPTER 09**Compensation Payable – Sample Cost Adjustment Amount.**

For all Services and Deliverables with respect to Goods R&D Sampling Request, the original R&D Sample Cost set forth in the Sample Request accepted by Company for such Samples shall be adjusted as follows for the purposes of calculating the Final R&D Sample Cost amount, with such adjustment amount with respect to each such Sample Request referred to as the "Sample R&D Cost Adjustment Amount":

§ a If the R&D Sample Development Score for a R&D Sample is 100%:

No Adjustment shall be made to the original R&D Sample Cost. (Therefore, the R&D Sample Cost Adjustment Amount will be zero and the R&D Sample Cost amount for such Samples shall be payable in full to Company.)

§ b If the R&D Sample Development Score for a R&D Sample is from 91% – 99%:

R&D Sample Cost will be reduced by an amount equal to Seventy-Five Percent (75%) of the original R&D Sample Cost. (Therefore, the Final R&D Sample Cost amount payable to Company for such Samples shall be equal to twenty-five percent (25%) of the R&D Sample Cost amount.)

§ c If the Sample Development Score for a R&D Sample is from 71% – 90%:

R&D Sample Cost will be reduced by an amount equal to Eighty Percent (80%) of the original R&D Sample Cost. (Therefore, the Final R&D Sample Cost amount payable to Company for such Samples shall be equal to twenty percent (20%) of the R&D Sample Cost amount.)

§ d If the Sample Development Score for a R&D Sample is lower than 71%:

R&D Sample Cost be reduced by an amount equal to One Hundred Percent (100%) of the original R&D Sample Cost. (Therefore, the Final R&D Sample Cost amount for such Samples shall be equal to zero and no payment shall be payable to Company for such R&D Samples.)

CHAPTER 10

Purchase Order – Submission and Approval Process.

PRI may submit one or more Purchase Orders to Company from time to time during the Term. Company agrees to promptly review and fully respond to each such Purchase Order prior to the end of the second (2nd) calendar day following the date it is received by Company from PRI (“Response Time”). Company’s response to each Purchase Order shall be subject to and address the following:

§ a Purchase Order – Acceptance.

If Company accepts a Purchase Order, Company shall furnish a Purchase Order Acceptance notice to PRI for such request and Company shall immediately commence all Services and deliver all Deliverables required thereby on or before the applicable Delivery Dates.

§ b Purchase Orders – Non-Acceptance.

If Company does not accept a Purchase Order, Company shall furnish PRI a notice indicating that such request is not accepted that details all reasons for such non-acceptance and provide suggested modifications to PRI’s request that would make the request acceptable to Company. Upon PRI’s receipt of such non-acceptance notice, PRI may elect to re-submit the request with PRI’s own and/or any modifications suggested by Company, which re-submission shall be handled by Company as a new Purchase Order from PRI that requires the Company’s review and response within the Response Time from its delivery to Company by PRI.

§ c Purchase Orders – Timeliness.

Purchase Orders – Timeliness. Nothing herein obligates Company to accept any Purchase Orders it receives from PRI. PRI, however, shall have no obligation to Company for any Purchase Orders for which Company fails to respond to PRI in writing within the Response Time therefor. A Purchase Order Acceptance received by PRI after the Response Time for such request has passed shall have no force or effect and shall not be legally binding on PRI, unless PRI acknowledges in writing to Company after its late delivery that PRI will accept such untimely Purchase Order Acceptance notice. Upon delivery of such acceptance notice by PRI to Company with respect to an untimely Purchase Order Acceptance notice, Company shall immediately commence all Services and deliver all Deliverables requested for such Purchase Order on or before the applicable Delivery Dates and such untimely Purchase Order Acceptance notice shall thereby be deemed to be a valid Purchase Order Acceptance notice by Company for such Purchase Order.

CHAPTER 11

Purchase Order – Advance Payments.

Unless set forth in a Sample Request, PRI shall not be obligated to pay any advance payments or deposits for the Services and Deliverables for any Sample Requests accepted by Company.

CHAPTER 12

Purchase Order – Returns.

Purchase Order – Returns. Except as otherwise set forth in this MMA or in the applicable Purchase Order, PRI shall not be obligated to return any Goods to Company. Notwithstanding the foregoing, all cost, expenses, fees, and disbursements incurred by PRI (and/or its Related Parties) for Goods under any Purchase Order accepted by Company, including, but not limited to, its return, storage, inspection and testing, and/or destruction, for which an Approval Failure Notice is furnished to Company shall be a Reimbursable Amount by Company to PRI (and its Related Parties) under this MMA.

CHAPTER 13

Purchase Order – Format.

The format for all Purchase Order shall be substantially similar in all material respects to the format attached hereto as Exhibit C.

CHAPTER 14

Final Purchase Order Price – Payable, Earned, and Due.

The Final Purchase Order Price for each Purchase Order Accepted shall only be payable, earned, and due as follows:

§ a Final Purchase Order Price – Payable.

The amount of compensation payable to Company by PRI for each Purchase Order shall be the Final Purchase Order Price with respect to the applicable Purchase Order accepted by Company for such Goods.

§ b Final Purchase Order Price – Earned.

The Final Purchase Order Price amount for a specific Purchase Order will only be deemed to be earned by Company on the date of the delivery to Company by PRI of the applicable Goods Acceptance and Approval for such Purchase Order.

§ c Final Purchase Order Price – Due.

The Final Purchase Order Price amount earned by Company for a specific Purchase Order will only be due to Company within ninety (90) days following the date of PRI's receipt from its customer of the applicable payment to PRI therefor.

CHAPTER 15

Compensation – Purchase Orders.

For all Services and Deliverables with respect to Purchase Orders, the original Purchase Order Price set forth in the Purchase Order accepted by Company for such Goods shall be adjusted as follows for the purposes of calculating the Final Purchase Order Price amount, with such adjustment amount with respect to each Purchase Order referred to as the "PO Price Adjustment Amount":

§ a

In the event any Purchase Order Samples or more than a total of five percent (5%) of all mass production Goods delivered to date under a specific Purchase Order accepted by Company fails to achieve acceptance and approval by PRI (and/or its Related Parties) as set forth in this MMA, including, but not limited to, incidents of any Goods damaged, defective, or that fail to arrive on time, PRI shall have the option, in its sole discretion:

✳ i to reject all (or a portion of) the Goods delivered to date and/or to cancel the Purchase order with respect to all (or a portion of the) Goods scheduled to be, but have not been, delivered under such Purchase Order. In which case, the Purchase Order Price amount shall be reduced by an amount equal to the portion of such Purchase Order Price attributable to those Goods rejected and/or cancelled by PRI ; or

✳ ii to reject all (or a portion of) the Goods delivered to date and/or to request replacement Goods for the rejected Goods be delivered under such Purchase Order on or before the Delivery Date originally set forth in such Purchase Order. In which case, the Purchase Order Price amount shall be reduced by an amount equal to the portion of such Purchase Order Price attributable to any replacement Goods not timely delivered; any replacement Goods that fail to achieve acceptance and approval by PRI (and/or its Related Parties) as set forth in this MMA, and for all costs, expenses, fees, disbursements incurred by PRI (and/or its Related Parties) for all Goods (and replacement Goods) rejected by PRI as set forth in this MMA, including, but not limited to, those amounts incurred by PRI (and/or its Related Parties) for the inspection, storage, shipping, handling, return, liquidation, and destruction of rejected Goods).

§ b

In the event PRI elects to accept any Goods that are delivered at any time after the Delivery Date in the Purchase Order accepted by Company for such Goods, as PRI may elect in its sole discretion. However, in such event, PRI shall have the right to reduce the Purchase Order Price in an amount equal to the cost and expense incurred by PRI (and/or its Related Parties) for the expedited shipping and delivery of all Goods that are impacted by such untimely delivery by Company to ensure the most timely delivery of Goods to PRI's customer, including, but not limited to, all air freight shipping charges.

CHAPTER 16

Payments – General Conditions.

Payments – General Conditions. PRI obligation to pay amounts under this MMA shall be subject to the terms and conditions herein, including the following specific general understandings and agreements: (i) if the Purchase Order Sampling Process and Requirements indicate a failure stage of the process, then no payments for such Services or Deliverables shall be payable to Company; (ii) if the Purchase Order Sampling Process and Requirements indicate a percentage adjustment for any stage of the process, then only the indicated percentage portion of the amounts payable for such Services or Deliverables shall be due or payable to Company; (iii) Company shall be solely responsible for the costs and expenses for all laboratory testing throughout the bulk production phase of each Good under a Purchase Order; (iv) the payment obligations of PRI under the Purchase Orders shall be subject to: (A) all production Samples passing random laboratory testing by PRI and/or its customers; (B) all production Samples passing comparison testing by PRI and/or its customers during the bulk production phase for which Company shall supply (free of charge, cost, or expense to PRI) the volume of Samples that PRI may request for such purposes; (C) an inspection of the manufacturing facilities of Company and its Third-Party Service Providers by PRI and/or its designated agents passing the minimum requirements of all AQL 2.5 standards (as such standards are from time to time amended, updated, and replaced with its successor industry standards).

CHAPTER 17

Payments – Scope and Timing.

Payments – Scope and Timing. No amounts other than those Final Sample Costs and/or Final Purchase Order Prices that are payable to Company under this MMA (as each may be earned and due) shall be paid to Company by PRI. Unless otherwise set forth herein or in the applicable Sample Request or Purchase Order accepted by Company, all amounts due under this MMA shall be paid within fifteen (15) days from the applicable due date therefor via a direct bank wire transfer in United States Dollars and/or in RMB, as set forth in the applicable Sample Request or Purchase Order, with the Party paying such amount being responsible to cover all banking fees therefor, including but not limited to currency exchange. If payments are made to Company in RMB via an agent designated by PRI for collections and/or remittance of payments, Company must issue a government of China authorized VAT invoice immediately upon receipt of each such RMB payment to and in the name of such designated agent.

CHAPTER 18

Reimbursements – Laboratory Testing Failure.

Company guarantees the Samples and Goods will at all times meet or exceed all applicable Lab Testing Specifications as may be set forth herein and in the respective Sample Request or Purchase Order accepted by Company therefor. In the event any Sample or Good fails to meet or exceed the Lab Testing Specifications, Company shall immediately reimburse PRI for all costs and expenses incurred by PRI in connection each such failed lab test, including for those costs and expenses charged to PRI by its customer for each of the customer's independent failed lab tests.

CHAPTER 19

Refunds – Specification Requirements Failure.

Company guarantees the Samples and Goods will at all times meet or exceed all other applicable Specification Requirements as may be set forth herein and in the respective Sample Request or Purchase Order accepted by Company therefor. In the event any Samples or Goods fails to meet or exceed any Specification Requirements and PRI furnishes an Approval Failure Notice to Company, Company shall immediately reimburse PRI for all amounts deposited with Company for such Samples and/or Goods that failed acceptance and approval.

CHAPTER 20

Sample Request and Purchase Order – Survival.

Company shall not have the right to terminate (i.e., cancel) any Sample Request or Purchase Order that is accepted by Company for any reason. Notwithstanding the earlier expiration or termination of the Term of this Agreement, each and every Sample Request and Purchase Order accepted by Company, unless otherwise elected not to survive, in whole or in part, by PRI as it may do in its own discretion, shall survive such expiration or termination of the Term and all Services and Deliverables therefor shall be fully performed by Company as if this MMA had not ended with respect to such Sample Requests and Purchase Orders strictly in accordance with this MMA and all Specification Requirements set forth herein and in the applicable Sample Request and Purchase Order.

CHAPTER 21

Reporting – Specific Sample Requests and Purchase Orders.

Upon request by PRI, Company shall furnish a complete detailed written report on the status of all Services and Deliverables for each Sample Request and Purchase Order accepted by Company, which includes and covers all of the information that PRI may request. In the event Company has reason to believe the Services and/or Deliverables with respect to any Sample Request or Purchase Order accepted by Company may not, will not, or cannot be fully and/or timely performed or furnished, Company shall immediately furnish PRI a written notice detailing all the reasons therefor and the volume of each Sample and Good that may be affected by such situations, conditions, and/or events.

CHAPTER 22

Reporting – Company's Business Operations.

Company shall immediately notify PRI in writing of the impact that any of the following situations, conditions, or events may have on this MMA and each Sample Request and Purchase Order:

§ a

Company is or has reason to believe it (or its Related Party) is in breach or will be in breach of this MMA (including, but not limited to, any Sample Request and/or Purchase Order);

§ b

Company is or has reason to believe it (or its Related Party) cannot not cure the breach within period of time that permits Company to fully satisfy all of its obligations and/or acceptance and approval requirements under this MMA;

§ c

Company is or has reason to believe it (or its Related Party) is or will become insolvent, is adjudged bankrupt, applies for judicial or extra-judicial settlement with its creditors, makes an assignment for the benefit of its creditors, voluntarily files for bankruptcy or has a receiver or trustee (or the like) in bankruptcy appointed by reason of its insolvency, or in the event an involuntary bankruptcy action is filed against the other Party and not dismissed within ninety (90) days, or if the Company (or a Related Party) becomes the subject of liquidation or dissolution proceedings or otherwise discontinues business;

§ d

Company is subject to an actual or threatened suspension of business or financial accounts;

§ e

Company is subject to a actual or threatened cancellation or suspension of its business by a court or governmental authority;

§ f

Company (or an officer of the Company) is formally accused of a felony offence or via any other civil or criminal complaint of an offense that violates controlled substance, human rights, or obscenity laws, or that is an offence that is otherwise contrary to those commonly expected moral and ethical standards in the United States; or

§ g

Company is subject to a force majeure event that will adversely impact Company's performance of the Services and Deliverables, such as a fire, flood, explosion, war, terrorism, civil or criminal strife, strikes, threatened strikes, stoppage of work, slowdowns, picketing, boycotts, embargoes, failure of suppliers, requirements imposed by government regulations, civil or military authorities, acts of God, pandemics, epidemics, or similar occurrence commonly understood as force majeure events.

CHAPTER 23

Approval Failure Notice – Effect and Cancellation.

§ a

Upon the delivery to Company by PRI of an Approval Failure Notice for any Samples or Goods, if elected and directed in the sole discretion of PRI, Company shall reperform all Services and re-deliver Deliverables for some (or all) of the Samples and Goods that are the subject matter of such Approval Failure Notice, as elected and directed by PRI.

§ b

Upon the delivery to Company by PRI of an Approval Failure Notice for any Samples or Goods, PRI shall be free to cancel the applicable Sample Request or Purchase Order, in whole or in part, upon written notice to Company at any time without any manner of liability to Company whatsoever.

§ c

In the event the reperformance and/or re-delivery by Company for any Samples and/or Goods that are the subject matter of an Approval Failure Notice does not occur in a timely manner to satisfy the original Delivery Date therefor or if the reperformance and/or re-delivery thereof by Company results in the Company receiving a subsequent Approval Failure Notice, PRI shall be free to cancel the applicable Sample Request or Purchase Order, in whole or in part, upon written notice to Company at any time without any manner of liability to Company whatsoever.

§ d

PRI shall be free to cancel any Sample Request or Purchase Order, in whole or in part, upon written notice to Company at any time with or without cause, with its liability to Company therefor only as set forth in (e) and (d) below.

§ e

In the event of a cancellation of Sample Request or Purchase Order by PRI, in whole or in part, is not due to an Approval Failure Notice event or other cause, the sole liability of PRI to Company therefor shall be PRI's payment of all amounts payable to, earned by, and due to Company for the portions of the Services performed and those Deliverables furnished by Company in accordance with this MMA as of the date of such cancellation notice. PRI shall have no other manner of liability to Company whatsoever with respect to any unperformed and/or future performance aspect and/or portion of the Services and/or Deliverables of a cancelled Sample Request or Purchase Order.

§ f

Notwithstanding any to the contrary herein or the election by PRI to proceed with any Purchase Orders, Company understands and agrees that Company shall be responsible for reimbursing PRI and its customer for all costs, expenses, disbursements, and fees they may each incur arising from, in connection with, or related to an Approval Failure Notice event, including, but not limited to the failed lab tests, inspections, late delivery, storage, and destruction of non-conforming and rejected Goods.

§ g

In the event of a cancellation of Sample Request or Purchase Order by PRI, in whole or in part, is due to an Approval Failure Notice event or other cause, PRI shall have no manner of liability to Company whatsoever with respect to those Samples and Goods for which such Approval Failure Notice was furnished to Company by PRI or with respect to any and all unperformed and/or future performance aspects and/or portions of the Services and/or Deliverables of such cancelled portions of such Sample Request or Purchase Order. Furthermore, Company shall, upon the occurrence of such cancellation event, immediately refund to PRI all amounts paid to Company with respect to those Samples and Goods for which

such Approval Failure Notice was furnished to Company by PRI and with respect to any and all unperformed and/or future performance aspects and/or portions of the Services and/or Deliverables of such cancelled portions of such cancelled Sample Request or Purchase Order.

S h

In the event of a cancellation (i.e., termination) of Sample Request or Purchase Order by PRI, in whole or in part, for any reason whatsoever, Company shall itself, and its shall cause its Related Parties (e.g., its Third-Party Service Provider to immediately, at Company's sole cost and expense, unless such cancellation by PRI is not for cause and solely for PRI's convenience: (i) cease and desist from producing, coping, reproducing, using, storing, or exploiting any and all Identifiable Materials; (ii) ship all Identifiable Materials to PRI or its designated shipping address using a shipping company selected by PRI; (iii) arrange for the return shipment to Company of all rejected Goods which are not deemed to be Identifiable Materials that have been shipped to PRI and/or its designated shipping address; and (iv) arrange for the reimbursement to PRI and/or its customers for the storage and destruction of rejected Goods that are Identifiable Materials or which are not Identifiable Materials but Company has not arranged for return shipment within fifteen (15) days from the date of such cancellation. PRI shall have no responsibility for any materials, Samples, or Goods that are not deemed to be Identifiable Materials, as determined in PRI's sole, but reasonable, discretion ("Non-Identifiable Materials"). Therefore, except as set forth below, PRI shall have no obligation to receive, accept delivery, store, or pay for any such Non-Identifiable Materials.

S i

In the event of a cancellation (i.e., termination) of Sample Request or Purchase Order by PRI, in whole or in part, the payment obligations of PRI under this MMA shall only be as follows:

✳ i In any event of cancellation by PRI (i.e., for cause or without cause), PRI will pay (A) one hundred percent (100%) of the Sample Request cost or Purchase Order Price that is allocated directly for applicable Goods that have been fully delivered, accepted, and approved to-date and, (B) PRI will pay fifty percent (50%) of the Sample Request cost or Purchase Order Price that is allocated directly for Identifiable Materials (e.g., printed fabric and Goods at a stage of production where they are deemed to be Identifiable Materials) that are actually then-currently physically produced or under production at the time of cancellation which amount shall be payable upon the full delivery of such materials and Goods to PRI, but PRI will have no obligation to pay any amounts with respect to any materials or Goods not yet produced or not actually then-currently physically under production at the time of cancellation. Furthermore, PRI shall have the right to direct Company to destroy such Identifiable Materials in lieu of shipping the same to PRI as a precondition for the foregoing payments. If requested by PRI, Company shall destroy such Identifiable Materials and furnish credible third-party evidence of its complete destruction.

✳ ii If cancellation by PRI is not for cause and solely for the convenience of PRI, in addition to subsection (i) above, subject to the prompt delivery to PRI of all Non-Identifiable Materials that have been produced or actually then-currently physically under production, PRI will pay fifty percent (50%) of the Sample Request cost or Purchase Order Price that is allocated directly for Non-Identifiable Materials (e.g., non-printed fabric and Goods at a stage of production where they that are not deemed to be Identifiable Materials), with no obligation to pay any amounts with respect to any materials or Goods not yet produced or not actually then-currently physically under production at the time of cancellation. Furthermore, PRI shall have the right to direct Company to destroy such Non- Identifiable Materials in lieu of shipping the same to PRI as a precondition for the foregoing payments. If Company elects not to destroy such Non-Identifiable Materials, then PRI shall have no obligation to pay any amounts to Company under this subsection.

✳ iii If cancellation by PRI is for cause and not solely for the convenience of PRI, PRI shall have no payment obligation under subsection (i) above other than to pay for Goods that have been fully delivered, accepted, and approved to-date, and PRI will not pay any portion of the Sample Request cost or Purchase Order Price that is allocated directly for Identifiable Materials or Non- Identifiable Materials, and will have no obligation to pay any amounts with respect to any materials or Goods not yet produced or not actually then-currently physically under production at the time of cancellation. Upon a cancellation by PRI as described in this subsection, Company shall promptly deliver all Identifiable Materials to PRI or its designated shipping address at the Company's' own cost and expense Furthermore, PRI shall have the right to direct Company to destroy all such Identifiable Materials and/or Non-Identifiable Materials in lieu of shipping the same to PRI as a precondition for the foregoing payments. If requested by PRI, Company shall destroy such Identifiable Materials and/or Identifiable Materials and furnish credible third-party evidence of its complete destruction.

S j

In the event of a cancellation (i.e., termination) of Sample Request or Purchase Order by Company for any reason, in whole or in part, Company shall be deemed to have breached a material obligation under this MMA and Company shall be obligated to promptly ship all The obligations of Company under this subsection shall be in additional to all other legal and equitable rights and remedies that PRI and/or its customer may have against the Company under this MMA or otherwise.

S k

For the avoidance of doubt, no cancellation by PRI of any portion of Sample Request or Purchase Order accepted by Company under this MMA shall act to relieve Company from continuing furnishing all other Services and Deliverables for the uncanceled portions of such Sample Request or Purchase Order.

CHAPTER 24

Non-Circumvention.

Company agrees that throughout the term of the "Protected Period" (as defined below) the restrictions and prohibitions set forth in this section below together with those that may be set forth in other sections of this MMA (collectively, the "Non-Circumvention Obligations") shall apply to Company in full force and effect:

S a

Company (and/or its Related Parties) shall furnish Services and Deliverables with respect to the Business Purpose solely and exclusively to PRI. In no event shall Company (and/or its Related Parties) perform any such Services or Deliverables (directly or indirectly) for, or in connection with, the

Business Purpose for its own benefit or for the benefit of any party other than PRI.

§ b

Company (and/or its Related Parties) recognizes that all information, data, and knowhow that is disclosed or made available to Company (and/or its Related Parties) under this Agreement with respect to the Business Purpose, PRI, and/or PRI's Related Parties and all information, data, and knowhow otherwise discerned, discovered, or developed by Company (and/or its Related Parties) during the performance of this Agreement in connection with the Business Purpose, PRI, and/or PRI's Related Parties, including any and all information, data, and knowhow about or related to the Business Purpose as well as each of the specific the Samples, Goods, and/or Specification Requirements, including, but not limited to, specific customer names, project names and unique identifiers, and/or customer contact information (whether or not the same is otherwise publicly available), order volume, assortments, fabrics, trimming, lab testing, certification, sourcing, packaging, labels, and pricing, are the valuable confidential and proprietary information of PRI (and/or its Related Parties) that gives such parties a unique business advantage in the marketplace and includes certain confidential, proprietary, private, and/or trade secret information, data, and knowhow of such parties, which designation shall survive the term of this MMA in perpetuity.

§ c

Company (and/or its Related Parties) recognizes that the transactions contemplated by this Agreement will involve the disclosure of various confidential, proprietary, private, and/or trade secret information, data, and knowhow, including, but not limited to, certain information with respect to the Business Purpose. Therefore, Company (and/or its Related Parties) covenants and agrees that, in addition to confidentiality, non-disclosure, and non-use obligations of Company (and its Related Parties) under this Agreement with respect to such information, data, and knowhow, the following restrictions shall apply to Company (and its Related Parties) with respect to all such information, data, and knowhow:

- ✳ i Company (and its Related Parties) shall not act in any manner (or make any agreements with others) that results in the use, exploitation, or reliance on any such information, data, or knowhow to wilfully circumvent, divert, adversely impact, or diminish PRI's participation and financial benefit in any manner with respect to the Business Purpose, including, but not by way of limitation, in connection with any of the Samples and/or the Goods;
- ✳ ii Company (and its Related Parties) shall not act in any manner (or make any agreements with others) that results in the use, exploitation, or reliance on any such information, data, or knowhow to do business (directly or indirectly) with any of other party for, or in connection with, the Business Purpose, including, but not limited to, any of Related Parties of PRI, without PRI's express written approval and authorization on an individual transaction-by-transaction basis, whether or not, such business is in connection with any of the specific Samples and/or the Goods; and
- ✳ iii Company (and its Related Parties) covenants and agrees not to act in any manner that may (or make any agreements with others that may) delay, reduce, diminish, modify, or interfere with, cease, divert, or adversely impact to any degree the ability of Company to fully, promptly, and timely furnish the Services or Deliverables to PRI as required under this Agreement, including but not limited to, the specific Samples and/or Goods with respect to each Sample Order Accepted and each Purchase Order Accepted.

§ d

Company (and/or its Related Parties) covenants and agrees that it shall keep PRI fully and promptly informed at all times with respect to any and all activities, solicitations, communications, discussions, transactions, and business of the Company that may violate the Non-Circumvention Obligations of Company (and its Related Parties) under this MMA.

§ e

The Non-Circumvention Obligations shall: (i) be read and interpreted in tandem with the confidentiality, non-disclosure, and non-use obligations of Company under this Agreement; (ii) apply in full force and effect notwithstanding whether or not the confidentiality, non-disclosure, and non-use obligations of Company under this Agreement apply to the information, data, or knowhow to which the Non-Circumvention Obligations apply; and (iii) survive the expiration or termination of this Agreement for any reason to the furthest extent and time period permitted by law, provided that in the event the relevant law requires this MMA to set forth a specific time period for the application of the Non-Circumvention Obligations, such time period shall be deemed to have commenced on the Effective Date of this MMA and shall continue until the fifth (5th) calendar anniversary of the date the expiration or termination of this MMA occurred, notwithstanding the cause or lack of cause for such termination event (the longer applicable term, the "Protected Period").

§ f

For the avoidance of doubt, the Non-Circumvention Obligations of Company (and its Related Parties) under this MMA shall not be diminished in any manner upon the occurrence of non-acceptance, completion, or termination (i.e., cancelation) of any Sample Request or Purchase Order under this MMA.

CHAPTER 25

Confidentiality.

§ a

See Exhibit A, attached hereto, for the confidentiality, non-disclosure, and non-use obligations of Company (and its Related Parties) under this MMA, which obligations shall survive the expiration or termination of this Agreement for any reason to the furthest extent and time period permitted by law, provided that in the event the relevant law requires this MMA to set forth a specific time period for the application of such obligations, such time period shall be deemed to have commenced on the Effective Date of this MMA and shall continue until the tenth (10th) calendar anniversary of the date the expiration or termination of this MMA occurred, notwithstanding the cause or lack of cause for such termination event.

§ b

For the avoidance of doubt, the confidentiality, non-disclosure, and non-use obligations of Company (and its Related Parties) under this MMA shall not be diminished in any manner upon the occurrence of non-acceptance, completion, or termination (i.e., cancellation) of any Sample Request or Purchase Order under this MMA.

CHAPTER 26

Third-Party Service Provider Acknowledgement.

In order to ensure the Related Parties of Company understand and agree to the Non-Circumvention Obligations as well as the confidentiality, non-disclosure, and non-use obligations applicable to such parties under this MMA, Company agrees to send PRI a signed copy of the “Third-Party Service Provider Acknowledgement,” attached hereto as Exhibit E, for each of its Related Parties acting in any manner with respect to Company’s performance of the Services and/or delivery of the Deliverables under this MMA.

CHAPTER 27

Term and Termination.

§ a

The term of this MMA shall commence on the Effective Date and shall continue for a period of one (1) year (the “Initial Term”). Thereafter, except to the extent terminated in accordance with the MMA, the term of this MMA shall automatically renew for consecutive one (1) year periods at the end of each successive renewal period of the Term. (“Term” shall mean the Initial Term and each renewal period thereafter). Either Party may terminate this MMA at any time upon ninety (90) days prior written notice to the other Party with or without cause. Notwithstanding the termination of this MMA, the provisions of this MMA shall continue to apply in full force and effect to each and every Sample Request and Purchase Order that is accepted by Company during the Term until their natural completion or PRI’s termination (i.e., cancellation) thereof, even if such completion or termination occurs after the Term.

§ b Return of Information.

Return of Information. As requested by PRI at any time during or after the Term, upon any expiration or termination of the Term, Company (and its Related Parties) shall return to PRI all information data, and materials pertaining to PRI (its Related Parties), the MMA, and any Sample Requests, Samples, Purchase Orders, and/or Goods. Company (and its Related Parties) shall destroy all such information, data, and materials that PRI does not direct Company to return or that are duplicates of returned information, data, and materials. Company (and its Related Parties) shall delete all versions of such information, data, and materials saved in digital formats in their possession or otherwise under their control. Company (and its Related Parties) shall fully cooperate with the carrier designated by PRI (at PRI’s cost and expense) for the requested return of such information, data, and materials.

CHAPTER 28

Independent Contractors; Limited Liability.

Each Party is an independent contractor and shall not be considered, by reason of this MMA or otherwise, an agent or employee of the other Party. PRI shall only be liable to Company for PRI’s obligation to pay all compensation earned by Company, as such amounts may become payable and due. PRI shall not be liable for any other damages under this MMA whatsoever, including, but not limited to, consequential, incidental, indirect, special, exemplary, or any lost revenues or lost profits, even if advised of the possibility of such damages. Without limiting the foregoing, in no event shall the liability of PRI with respect to any claim exceed the amount earned by Company with respect to the particular Samples and/or Goods to which such claim relates. All disclosures by PRI made under this MMA are made on an “as- is” basis without any express or implied warranties.

CHAPTER 29

Representations and Warranties.

Company represents and warrants the following:

§ a

Company shall develop, manufacture, deliver all Samples and Goods to strictly in conformance with each and every requirement and specification applicable to such Samples and/or Goods, including, without limitation, all drawings, specification documents and quality standards for such Samples and Goods. Company warrants and guarantees that the Samples and Goods shall not have any latent or patent defects whatsoever. Company shall, at the sole discretion of PRI, either immediately upon request refund all amounts paid by PRI for all non-conforming Samples and Goods or use its best efforts to replace all non-conforming Samples and Goods as soon as possible with delivery of conforming Samples and Goods in the same quantity at no cost or expense to PRI or its customer. Company shall cover the costs and expenses incurred by PRI and its customer for expedited delivery for untimely Deliverables and for storing, destroying, and returning any non-conforming Samples and Goods.

§ b

Company shall not make any modifications or substitutions with respect to the Samples or Goods as approved by PRI. Company shall confirm the trimming and all information printed on the Samples or Goods (including any labels) is true to all specifications provided by PRI and Company did

not make any typos or other production errors.

§ c

Company warrants and guarantees the Samples and Goods shall be suitable, merchantable, and fitness for the particular purpose of the goods, and company shall be responsible to PRI (and its customer) with respect to any actual or alleged defect, inadequacy, unmerchantability, or unfitness.

§ d

Company guarantees and warranties that each Sample and Good delivered under this MMA shall be free from all latent and patent defects for a period of at least ninety (90) days from the applicable Delivery Date therefor.

§ e

Company shall at all times operate its business in full compliance with all rules, laws, and regulations that are applicable to the Company.

§ f

Company shall promptly notify PRI in writing of, and furnish all detailed information known and/or believed by Company about, any event or condition that may result in an actual or possible development, manufacturing, delivery delay, error, change, inability, or other adversely impact the Service or Deliverables.

CHAPTER 30

Indemnification.

Indemnification. Company shall defend, indemnify, and hold harmless PRI (and its Related Parties) from and against any and all liabilities, costs, disbursements, fees, damages, and expenses whatsoever including without limitation, claims, damages, losses, judgments, awards, settlements, enforcement, investigations, costs, attorney's fees, disbursements and any other liabilities which any it may incur or become obligated to pay arising out of, relating to, or in connection with: (i) Company's (or its Related Parties) breach or threatened breach of this Agreement, including, but not limited to, the confidentially, non-disclosure, non-use, non-circumvention, representations, and warranties provisions of this MMA or any Sample Request or Purchase Order; (ii) Company's (or its Related Parties) breach or threatened breach of any rule, law, regulation, or any contractual obligation to a third party, or of any business or personal rights of any third party; (iii) Company's (or its Related Parties) acts or omissions with respect to this MAA or any Sample Request or Purchase Order or with respect to their own business activities or operations. In the event the party signing below on behalf of Company is not fully and duly authorized to legally bind the Company to this Agreement or the Company is for any reason prohibited from and/or not properly capitalized to fully perform any of its obligations under this Agreement, such party (by signing this Agreement) hereby acknowledges and agrees to be personally irrevocably bound to fully indemnify defend, indemnify, and hold harmless PRI (and its Related Parties) as set forth this section and in accordance with the terms and conditions of this Agreement.

CHAPTER 31

Warranty; Transfer of Title; Acceptance of Risk.

Unless otherwise set forth in the applicable Sample Request or Purchase Order, Company acknowledges and agrees that:

§ a

the transfer of the acceptance of risk, liability, and responsibility for the destruction, damage, change in quality, or other loss that may occur to (all or part of) the Goods shall occur in upon FOB at the warehouse (or other delivery location designated) by PRI.

§ b

PRI (itself or via its designated representatives) shall have the right to inspect the Samples and/or Goods at the manufacturing facilities of the Company prior to each delivery shipment.

§ c

PRI (itself or via its designated representatives) shall have the right to inspect the manufacturing facilities of the Company upon reasonable advance notice to confirm compliance with this MMA.

§ d

Company shall ensure all deliveries are made using the then-current European pallet style system.

CHAPTER 32

Notices.

Notices. Any notice required by this agreement shall be in writing and such notice shall be deemed given: (i) when so delivered personally; (ii) upon delivery, when sent by e-mail (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending Party); (iii) upon delivery, when sent via internationally recognized overnight courier service (e.g., FedEx, USP, or DHL), with verification confirming the delivery date; or (iv) upon delivery, when sent by USPS registered or certified mail. The names and addresses for all such communications are listed together with the signatures at the end of this Agreement. Any Party may by written notice given in accordance with this section to the other party designate another address, e-mail, or person for receipt of notices hereunder.

CHAPTER 33

Exhibits; Severability.

Exhibits; Severability. The exhibits and schedules referenced herein as well as within all Sample Requests and Purchase Orders (submitted to Company by PRI under this MMA) are hereby incorporated into and made part of this MMA so that they shall be read together to ensure that all terms and conditions of this MMA shall apply thereto. In case any one or more of the provisions (or any portion thereof) contained in this MMA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this MMA, and this MMA shall be construed as if such invalid or illegal, or unenforceable provision were replaced by a provision as near as possible in effect to such invalid or illegal, or unenforceable provision so that this MMA otherwise remains in full force and effect and enforceable, or eliminated if such replacement is not possible or permitted under the law.

CHAPTER 34

Governing Law.

Governing Law. This MMA constitutes the entire agreement between the Parties and supersedes all prior representations, proposals, arrangements, discussions, understandings, or agreements, oral, written or otherwise, with respect to the subject matter herein. This MMA (including, without limitation, all exhibits, schedules, and Sample Requests and Purchase Orders) may only be assigned or amended upon the express written agreement (e-mail shall suffice) of all Parties signing below and any attempt to do so in violation of this provision shall be null and void ab initio and shall constitute a material breach of this MMA, provided that PRI shall have the right to make any assignments it desires to a successor-in-interest or a Related Party that acquires all (or substantially all) of PRI's business with respect to the subject matter of this MMA. This MMA shall inure to the benefit of and be binding upon the Parties hereto and their heirs, successors, and assigns. This MMA shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof or CPLR 202 (i.e., the "borrowing statute"). Any action brought to resolve a dispute arising from the interpretation, construction, or enforcement of this Agreement shall be brought exclusively, in either in: (i) a federal or state court in the State of New York in New York County or (ii) the Hangzhou Intermediate People's Court of Zhejiang Province, China. Each of the Parties hereto hereby irrevocably consents to the service of process in any action or proceeding in such courts by the mailing thereof at its address for notices, and hereby waive any jurisdictional or venue defenses otherwise available to it. Neither Party shall make any claim or demand in any other jurisdiction or forum. The prevailing Party with respect to any claims and controversies related to this Agreement shall have the right to collect from the other Party all costs and expenses (including, but not limited to reasonable attorneys' costs, expenses, fees, and disbursements) incurred by the prevailing Party in enforcing and/or interpreting this Agreement, in addition to any damages that may be awarded to such Party. Each Party hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.

CHAPTER 35

Execution; Headings.

Execution; Headings. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile, electronic signature (e.g., DocuSign) or .pdf scan signatures are valid as originals and have the same binding effect as such. The section headings herein are provided for convenience only and shall have no substantive force or effect on this MMA. Each party represents and warrants that it has full power and authority to execute, deliver, and perform this Agreement and no other representation or warranty has been made (express or implied) by any party. The "whereas" clauses in the recitals above and all exhibits and schedules referenced herein as well as each Sample Request and Purchase Order accepted by Company under this MMA are hereby incorporated into and made a part of this MMA.

CHAPTER 36

Wavier; Survival.

Wavier; Survival. A waiver by either party must be in an express writing signed by the waiving Party to be enforceable. No delay or failure to enforce any right or obligation herein shall be deemed a waiver thereof, and no express written waiver shall waive any other time the same or other right or obligation or as a waiver of the waived provision itself. Termination or expiration of this MMA shall not diminish either Party's rights or relieve either Party of any obligations that are intended by their nature or express terms to survive the termination or expiration of this Agreement. The termination or expiration of this Agreement for any reason will not affect or diminish the parties' continuing representations, warranties, confidentiality, non-disclosure, non-use, non-circumvent, indemnification, and payment obligations herein, all of which shall survive any termination or expiration of this Agreement.

CHAPTER 37

Controlling Language; Agent.

§ a

PRI and Company hereby agree the English language version of this MMA shall be the only legally binding contract by and between the Parties with respect to the subject matter herein, the interpretation hereof, and shall govern the resolution of any disputes. The Parties hereby agree that in the event a Chinese language translation of this MMA is provided to Company, such translation is being provided solely as a courtesy and such documents shall have no legal force or effect and should not be relied upon for any reason by any Party.

§ b

Notwithstanding the understanding by the Parties that the English language version of this MMA shall be the only legally binding version of this MAA, the Parties shall be free to furnish any and all submissions, replies, or other notices under this MAA (for example, Sample Requests, Purchase Orders, acceptance notices, failure notices, etc...) in the Chinese and/or English language (directly to the other Party or via its authorized agent) with the understanding that the use of the Chinese and/or English language for such notice purposes shall be acceptable under this MMA, provided the English portions thereof shall be controlling to the extent included therein.

CHAPTER 38

PRI – Authorised Agent of Record.

PRI hereby appoints the Agent below as its authorized agent for the purposes of this Agreement, including as its agent for the collection and remittance of payments under this Agreement. Company is instructed and authorized to communicate, pay, and deal directly with such agent as PRI's local representative in China for the purposes of this Agreement, until and unless the Company is otherwise directed by PRI.

📌 **Agent Name:** Hangzhou Greenleaf Trading Co., Ltd | 杭州绿叶贸易有限公司

📌 **Agent Address:** 88 Westlake Road, Tonglu 311500 Zhejiang, P.R.China | 中国浙江省杭州市桐庐县洋塘路279号 邮编 : 311500

📌 **Agent Email:** TBD

📌 **Agent Phone:** +86 571 6461 1147

CHAPTER 39

CISG – Not Applicable.

The Parties agree the MAA (including, without limitation, each Sample Request and Purchase Order) will not be governed by the United Nations Convention on Contracts for the International Sale of Goods (the “CISG”) and the CISG shall not be applicable to this MMA.

CHAPTER 40

Non-Circumvention Obligations / Confidentiality Obligations – Violations.

§ a Restrictive Covenants – Damages.

In event of a breach of any of the Non-Circumvention Obligations or confidentiality, non-disclosure, and non-use obligations of Company (and its Related Parties) (collectively, “Restrictive Covenants”) by Company (and/or its Related Parties), PRI shall be entitled to disgorge One-Hundred Percent (100%) of all of Gross Profits (as defined below) received by Company (and its Related Parties) that are generated (directly or indirectly) in connection with, arising out of, or related to such breach as reasonable liquidated damages under this Agreement without any deductions or offsets by such parties for any reason whatsoever. Company (and its Related Parties) hereby mutually agree the foregoing damage calculation is a reasonable and fair method of compensation calculation that will avoid a result of a willful windfall for such parties from a breach of such obligations.

§ b Restrictive Covenants – Gross Profits.

“Gross Profits” for purposes of calculating Restrictive Covenants damages shall mean all revenue received by Company and its Related Parties, and their respective owners, representatives, agents, affiliates, partners, joint ventures, related entities or persons, commonly owned entities, and any other businesses of such parties that are generated (directly or indirectly) in any manner in connection with, arising out of, or related to the breach of the Restrictive Covenants by Company (and/or its Related Parties). All liquidated damages are hereby mutually agreed to by such parties to be a fair and reasonable assessment of damages reasonably related to the approximate value of said breach, which amounts such parties acknowledge and agree are otherwise difficult to determine precisely.

§ c Restrictive Covenants – Damage Payments.

All damage amounts payable under this section for breach of the Restrictive Covenants shall become immediately due and payable by Company (and/or its Related Parties) to PRI within five (5) days from a written demand therefor from PRI, which amounts shall be paid to PRI together with the submission of a fully verifiable accounting by Company (and/or its Related Parties) of the calculation all Gross Profits generated by the activities arising from, in connection with, and relating to any and all such breaches, which include all supporting documents as reasonably requested by PRI necessary to verify the accuracy of the payment in full of such amounts payable to PRI.

CHAPTER 41

Communications.

§ a

Company (and/or its Related Parties) hereby grants consent to PRI to notify any other party, that PRI determines has a need to know about the Restrictive Covenants and remedies under this Agreement.

§ b

Company (and/or its Related Parties) agrees not to communicate with any of PRI’s Related Parties without the prior written consent of PRI on a case-by-case basis.

§ c

Company (and/or its Related Parties) shall immediately advise PRI verbally together with detailed written notice of: (i) any problems or issues that may adversely impact Company (and/or its Related Parties) ability to perform under this Agreement; (ii) upon becoming aware of any actual, threatened, expected, or possible legal actions or investigations against Company (and/or its Related Parties); (iii) the occurrence and full content any verbal or written communication (attempted or actual) between Company (and/or its Related Parties) and any of PRI’s Related Parties; and (iv) any information, data, or knowhow with respect to PRI or any of PRI’s Related Parties that Company (and/or its Related Parties) receives, discovers, develops, has access to, or becomes aware of which relates to the Business Purpose.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Manufacturing Agreement as of the Effective Date first written above. Each signatory below represents and warrants that they have the authority to bind their respective organization to the terms and conditions set forth herein.

AGREED AND ACCEPTED

PARTY A
Pacific Ridge Industries, LLC

REGISTRATION
Delaware LLC

MMA ID
PRI-MMA-1024-01022025

Authorized Signature

SIGNER

TITLE

DATE
2025-01-02

PLACE
New York, NY

PARTY B (COMPANY)
Hangzhou Greenleaf Trading Co., Ltd

REGISTRATION
91330100MA2XK8QR5T

MMA ID
PRI-MMA-1024-01022025

Authorized Signature

SIGNER
张伟先生 | MrWei Zhang

TITLE
General Manager

DATE
2025-01-02

PLACE

ADDRESSES FOR NOTICES

PACIFIC RIDGE INDUSTRIES, LLC
200 Park Avenue, Suite 1200
New York, NY 10017
United States

HANGZHOU GREENLEAF TRADING CO., LTD
88 Westlake Road
Tonglu 311500 Zhejiang
P.R.China

EXHIBIT A: CONFIDENTIALITY

Exhibit A: Confidentiality dated 7/10/2026 to the Exclusive Master Manufacturing Agreement (PRI-MMA-1024-01022025) ("Agreement" or "MMA") dated 2025-01-02 ("Effective Date"), between Pacific Ridge Industries, LLC ("PRI") and Hangzhou Greenleaf Trading Co., Ltd / 杭州绿叶贸易有限公司 (91330100MA2XK8QR5T) ("Company")

CHAPTER 01

Confidentiality – Obligations

Confidentiality – Obligations. The confidentiality, nondisclosure, and non-use obligations under the MMA covers all information, data, knowhow, discussed, disclosed, exchanged, accessed, developed, or discovered (at any time during or prior to the Term) in connection with, arising out of, or in relation to any aspect of the Business Purpose, business, operations, ownership, relationship financial, or payment details of PRI (and/or its Related Parties), including without limitation: (i) the MMA, (ii) any and all information to which the Non-Circumvention Obligations of the MMA may apply; and (iii) any and all Samples, Goods, Sample Requests, Sample Requests Accepted, Purchase Orders Accepted, and acceptance failure, cancellation, Required Specifications, and/or sample and mass production scoring notices with respect to any of the foregoing. The definition of “Confidential Information” includes the information described above and is further detailed below.

CHAPTER 02

Unless the Company receives the prior express written consent of PRI in each separate case, the Company party must (and it shall require its Related Parties to) keep all Confidential Information strictly confidential, and no such party shall (except as may be required by rule, law, regulation, or legal process) disclose Confidential Information to any third party. The Company (and its Related Parties) shall only use Confidential Information exclusively in accordance with the purpose of the MMA and shall not use the Confidential Information for any other reason whatsoever and without limiting the generality of the foregoing, the such parties shall not use, or permit the use, the Confidential Information in the furtherance of activities that (i) violates the MMA or (ii) benefits such party’s own business, other than with respect to its permitted performance under the MMA, or (iii) benefits the business of any other person or entity, other than with respect to its permitted performance under the MMA. The Company may disclose Confidential Information only to those of its Related Parties that or who are actively and directly participating in the performance of the Company under the MMA, provided that the Company makes such other party’s aware, via in a mutually signed writing, of the confidential nature of the Confidential Information and such parties understand and agree, in such signed writing, to be legally bound by the non-circumvent, confidentiality, non-disclosure, and non-use restrictions under the MMA. The Company must cause its Related Parties that or who receive Confidential Information to abide by this Agreement, and the Company will be directly responsible for any breach of this Agreement by its Related Parties.

CHAPTER 03

Confidentiality – Permitted Disclosure.

If the Company is required by applicable rule, law, regulation, or legal process to disclose Confidential Information, the Company (shall to the extent legally permitted) promptly notify the disclosing party before disclosing the information so that PRI may, if it chooses, seek a protective order or other appropriate remedy. If the PRI does not obtain a protective order or similar remedy preventing the disclosure, the Company may furnish only that portion of the Confidential Information that the Company is legally required to furnish, as determined in the receiving party sole good faith discretion.

CHAPTER 04

Destroying or Returning Confidential Information.

Upon PRI’s request, at any time during or following the Term, the Company shall, as directed by PRI, destroy or return (at PRI’s expense) the Confidential Information. “Internal Work Product” is subject to this section and, the Company shall destroy all Internal Work Product. The Company, however, shall continue to treat all information embodied in any Internal Work Product as Confidential Information and maintain its confidentiality and not use or disclose it in accordance with its obligations under this Agreement. “Internal Work Product” means summaries, analysis, or other work product that incorporates Confidential Information received that the Company or its Related Parties prepare with respect to the MMA and their performance with respect to the MMA.

CHAPTER 05

Confidential Information – Definition.

“Confidential Information” means the following with respect to the information described in Section 1 above: (a) all information, data, and knowhow (whether written, electronic, or oral) of PRI (and/or any of its Related Parties), including without limitation information, data, knowhow, trade secrets, business and project strategies, plans, and marketing idea; customer, supplier, and services provider names, addresses, and contact details; project schedules, requirements, specifications, names, and identifiers; relevant personnel, pricing, costs and expenses, fees, commissions, and financial projections and any other financial matters; and (b) all terms, conditions, results, or other facts relating to the Business Purpose and any specific business activity, decision, development, communication, opportunity, and/or transaction of PRI (and/or any of its Related Parties), including, without limitation, the fact that the parties are reviewing analysing, or evaluating a potential or an existing opportunity, exchanging information, and/or discussing any transaction (or potential transaction) and the status thereof.

CHAPTER 06

Confidential Information – Exclusions.

The definition of Confidential Information does not include such specific information or data that: (a) is or becomes publicly available without the Company (or any of its Related Parties) breaching this MMA; or (b) is or becomes available to the Company from a source other than PRI (or its Related Parties) that or who, to the Company’s knowledge, is not prohibited by legal, contractual, ethical, or fiduciary obligation from disclosing such information or data to the Company.

CHAPTER 07

18 U.S.C. Section 1833(b).

18 U.S.C. Section 1833(b). Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), neither party shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

EXHIBIT B: GOODS R&D SAMPLE REQUEST (SDR)

Exhibit B: Goods R&D Sample Request (SDR) dated 7/10/2026 to the Exclusive Master Manufacturing Agreement (PRI-MMA-1024-01022025) ("Agreement" or "MMA") dated 2025-01-02 ("Effective Date"), between Pacific Ridge Industries, LLC ("PRI") and Hangzhou Greenleaf Trading Co., Ltd / 杭州绿叶贸易有限公司 (91330100MA2XK8QR5T) ("Company")

EXHIBIT C: PURCHASE ORDER PLACEMENT REQUEST (POR)

Exhibit C: Purchase Order Placement Request (POR) dated 7/10/2026 to the Exclusive Master Manufacturing Agreement (PRI-MMA-1024-01022025) ("Agreement" or "MMA") dated 2025-01-02 ("Effective Date"), between Pacific Ridge Industries, LLC ("PRI") and Hangzhou Greenleaf Trading Co., Ltd / 杭州绿叶贸易有限公司 (91330100MA2XK8QR5T) ("Company")

EXHIBIT D: PRI VENDOR MANUAL (FVM)

Exhibit D: PRI Vendor Manual (FVM) dated 7/10/2026 to the Exclusive Master Manufacturing Agreement (PRI-MMA-1024-01022025) ("Agreement" or "MMA") dated 2025-01-02 ("Effective Date"), between Pacific Ridge Industries, LLC ("PRI") and Hangzhou Greenleaf Trading Co., Ltd / 杭州绿叶贸易有限公司 (91330100MA2XK8QR5T) ("Company")

EXHIBIT E: THIRD-PARTY SERVICE PROVIDER ACKNOWLEDGEMENT

Exhibit E: Third-Party Service Provider Acknowledgement dated 7/10/2026 to the Exclusive Master Manufacturing Agreement (PRI-MMA-1024-01022025) ("Agreement" or "MMA") dated 2025-01-02 ("Effective Date"), between Pacific Ridge Industries, LLC ("PRI") and Hangzhou Greenleaf Trading Co., Ltd / 杭州绿叶贸易有限公司 (91330100MA2XK8QR5T) ("Company")

CHAPTER 01

Customer.

Pacific Ridge Industries, LLC ("PRI"), with offices at 200 Park Avenue, Suite 1200, New York, NY 10166, United States.

CHAPTER 02

Master Manufacturing Agreement.

PRI and Manufacturer have entered into a Master Manufacturing Agreement ("MMA") dated as "Effective Date" above for the manufacture of Goods. "Goods" shall mean those certain items ordered in a "Goods R&D Sampling Request" or "Purchase Order Placement Request," each of which may be further defined via a schedule referenced therein which includes certain details and Specification Requirements for such certain items ordered.

CHAPTER 03

Purpose.

This worldwide Agreement confirms the Service Provider is furnishing certain services and/or materials to the Manufacturer in connection the MMA for the Goods and that the Service Provider understands and agrees to be legally bound by all of the obligations of this Agreement together with those with respect its services and/or materials for the Goods as material condition to: (i) being permitted to work with Manufacturer in connection the MMA to furnish such services and/or materials and (ii) having access to information, data, and materials shared and/or developed with respect to the MMA and/or the Goods that are confidential, proprietary, intellectual property, and trade secrets of PRI and its customers (collectively, "Confidential Information").

CHAPTER 04

Acknowledgement.

Service Provider agrees, at all times, not to compete with PRI in its business and to protect and hold all Confidential Information in strict confidence; not to disclose Confidential Information to any other party; not to use (or permit others to use) any Confidential Information in any manner or for any business purpose other than for the benefit of PRI and its customers under the MMA; not to assert or infringe any intellectually property rights with respect to the Confidential Information; to immediately cease all use of the Confidential Information and cease furnishing services and/or of materials for the Goods upon request; to return and/or destroy all Confidential Information upon and as requested; and in no way circumvent or compete with any party to the MMA with respect to the Goods and/or diminish the business of any party to the MMA with respect to the specific category of the Goods and/or with PRI's customers for the Goods. Service Provider agrees to provide Manufacturer with satisfactory evidence that all Confidential Information has been returned and/or destroyed as requested.

CHAPTER 05

Scope of Permitted Services.

Commencing on the Effective Date and continuing until the completion and/or cancellation of all sample requests and purchase orders under the MMA, Manufacturer hereby engages Service Provider to such services and/or materials for the Goods as Manufacturer may specify from time to time during the term of the MMA.

CHAPTER 06

Inspections.

Service Provider understands and agrees that a material inducement for Manufacturer enter into this Agreement with Service Provider is that Service Provider represents and warrants that its business is fully compliant with all aspects of minimum requirements of all AQL 2.5 standards (as such standards are from time to time amended, updated, and replaced with its successor industry standards) and that Manufacturer and PRI (or either of their designed agents may conduct an inspection of the manufacturing facilities of Service Provider to confirm Service Provider's full compliance with the minimum requirements of all AQL 2.5 standards (as such standards are from time to time amended, updated, and replaced with its successor industry standards).

CHAPTER 07

Return and/or Destruction of Identifiable Materials.

§ a "Identifiable Materials"

shall mean any and all materials, samples, and/or soods (including but not limited to any complete, incomplete, abandoned, suspended, stopped, and underway services and/or deliverables with respect to any Sample or Good) that embody, incorporate, associate, or include any manner of confidential information, proprietary, trade secrets, or intellectual property of PRI and/or its customers. For the avoidance of doubt, all printed fabric produced directly or indirectly by Manufacturer or any of its related parties (including, Service Provider) that embody, incorporate, associate, or include any creative and/or design elements furnished by PRI and/or its customers or developed for PRI and/or its customers in connection with the MMA and/or this Agreement shall hereby be deemed to be Identifiable Materials, which designation shall survive this Agreement. Service Provider understands and agrees that in no event shall Service Provider, and Service Provider shall not indirectly or assist others to, produce, copy, reproduce, use, store, sell, distribute, or exploit any Identifiable Materials in any manner whatsoever except as, and only to the extent, expressly permitted under the MMA for the benefit of PRI and/or its customers.

§ b Return of Identifiable Materials.

Upon request by Manufacturer or PRI, Service Provider shall promptly ship any and all Identifiable Materials in its possession or under its control directly to PRI or its designated shipping address, and Service Provider shall look solely to Manufacturer for the reimbursement of all such reasonable shipping costs and expenses. Furthermore, upon request by Manufacturer or PRI, Service Provider shall destroy any and all Identifiable Materials in its possession or under its control and furnish to Manufacturer and PRI credible third-party evidence of complete destruction of all such Identifiable Materials, and Service Provider shall look solely to Manufacturer for the reimbursement of all such reasonable costs and expenses for the destruction thereof.

CHAPTER 08

Third-Party Beneficiary.

Service Provider acknowledges that PRI is the intended third-party beneficiary of this Agreement and PRI shall be entitled to initiate enforcement proceedings as may be appropriate against Service Provider in the event of any breach hereof, including but not limited to seeking injunctive relief. Service Provider agrees that its failure to comply with its obligations hereunder would cause irreparable injury to PRI (and/or its customers) not wholly compensable with monetary damages. Service Provider shall be responsible to Manufacturer and PRI for damages, including costs and attorneys' fees, caused by any unauthorized disclosure or use of the Confidential Information by Service Provider. Service Provider shall notify PRI directly (or via its designated agent) of any reason it knows or have reason to believe that may cause Service Provider to not fully perform or comply with its obligations under this Agreement.

CHAPTER 09

PRI – Authorised Agent of Record.

PRI hereby appoints the agent below as its authorized agent for the purposes of this Agreement. Service Provider is instructed and authorized to communicate and deal directly with such agent as PRI’s local representative in China for the purposes of this Agreement, until and unless the Service Provider is otherwise directed by PRI.

Agent Name:

Hangzhou Greenleaf Trading Co., Ltd | 杭州绿叶贸易有限公司

Agent Address:

88 Westlake Road, Tonglu 311500 Zhejiang, P.R.China | 中国浙江省杭州市桐庐县洋塘路279号 邮编 : 311500

Agent Email:

TBD

Agent Phone:

+86 571 6461 1147

SCHEDULE A: POWER OF ATTORNEY

Schedule A: Power of Attorney dated 7/10/2026 to the Exclusive Master Manufacturing Agreement (PRI-MMA-1024-01022025) ("Agreement" or "MMA") dated 2025-01-02 ("Effective Date"), between Pacific Ridge Industries, LLC ("PRI") and Hangzhou Greenleaf Trading Co., Ltd / 杭州绿叶贸易有限公司 (91330100MA2XK8QR5T) ("Company")

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