



Apr 1, 2022
NRH20
Bryon Bustamante
Food And Beverage/Retail Coordinator
9001 Boulevard 26
North Richland Hills, TX 76180
US
Phone: 817-427-6505

RE: Dippin' Dots Ice Cream Products

Dear Bryon Bustamante,

This will constitute the Agreement ("Agreement") between Dippin' Dots, LLC. (DDL) and NRH20 pursuant to which NRH20 will offer Dippin' Dots Ice Cream products (the Products), as the exclusive beaded ice cream, for sale to guests visiting its location(s). In consideration of the mutual benefits derived from this Agreement, DDL and NRH20 agree to the following terms and conditions:

Term of Agreement:

The Term of this Agreement will commence as of Mar 16, 2022 (the **Effective Date**) and will continue through and including Mar 15, 2025 (the **Term**).

Purchase of Products:

NRH20 shall purchase from DDL products (the Products) to be used by NRH20 at those prices (the **Purchase Prices**) listed in this Agreement.

Sponsorship/Marketing Agreement:

DDL agrees to pay NRH20 a Sponsorship/Marketing fee for the term of the Agreement as detailed in the below schedule, to be sent to NRH20 remit address per yearly invoice. NRH20 will provide DDL with benefits of the Sponsorship/Marketing program/assets as agreed upon and detailed below.

Sponsorship/Marketing Program/Assets Details:

Payment will be made via product credit annually in the amount of \$3,000.00 per year in June.

Changing of Product:

Vendor reserves the right to change packaging type, format, size, volume and presentation with respect to all forms of product packaging. Changes as per the above may result in a variance in the calculation of the converted bag set forth in this Section and if such changes are required, this Agreement will be amended to appropriately reflect such changes and their impact on any related serving ratios as they may pertain to the calculation of the converted bag. Should such a change occur to pack size, volume, etc., the commensurate price adjustment (e.g., downward for a smaller pack size, upward for a larger pack size) would need to be made.

Grant of License:

- a. DDL grants to NRH20 a royalty-free license to use the Equipment and sell the Products in NRH20 accounts/locations identified in the Agreement without limitation or restriction, except as otherwise stated in this Agreement, during the Term thereof. NRH20 also agrees that all equipment placed at all account locations remains the exclusive property of DDL and shall remain so under any and all terms of the relationship. In the event that the relationship should terminate, DDL will be permitted access to the property to retrieve all equipment under its ownership.
- b. DDL further grants to NRH20 a royalty-free license to advertise the sale of Products in all NRH20 accounts/locations identified in the Agreement on a branded basis using signage and menu boards, as deemed appropriate by NRH20 bearing DDL's logos and trademarks.

Expedited or Rush Order Policy:

All ice cream orders must be placed before 8 AM local time in order to be shipped the same day. Shipping transit times may vary depending on the destination. A \$125 rush order fee will be assessed to all orders placed after 8 AM that are requested to be shipped same day. Same-day shipping requests placed after 8 AM local time is not a guaranteed option. Saturday deliveries, when available, will be assessed a \$285 fee borne by the account. Expedited orders may be requested if the delivery time frame does not fit available shipping options. The fees that are associated with any order processed with expedited shipping are the responsibility of the account making the request. All additional costs must be agreed to by the account requesting the order before the order is processed.

Payment Terms:

- Terms are net 30 days.
- Acceptable forms of payment include business checks; credit cards; wire transfers; and cashier's checks.
- All invoices unpaid more than 30 days after the invoice date will be considered past due.
- Weekly customers with past due balances at the end of the prior week will be placed on accounting hold.
- Orders placed by customers on accounting hold will not be released until the past due balances are paid in full.
- Electronic Invoices - Please remit to Bryan Carney at brycar@dippindots.com
- When payment of a past due balance is received in full by credit card, wire transfer, or cashier's check, the order will be processed on the next available shipping date based on the days in the order's delivery lane.

Notice:

Except as specifically provided elsewhere in this Agreement, any notice given under the provisions of this Agreement will be in writing and will be delivered personally, delivered by a nationally recognized courier, sent by certified or registered mail, postage prepaid or sent via Formstack Sign for E-Signature:

To:
NRH20
9001 Boulevard 26
North Richland Hills, TX 76180
US
ATTN: Bryon Bustamante

To: Dippin' Dots:
Dippin' Dots, LLC.
5101 Charter Oak Drive
Paducah, Kentucky 42001
ATTN: Steve Heisner

By signing where indicated below, the Parties agree that as of the date indicated on page one of this document to abide by the terms and conditions of this Agreement.

AGREED to and ACCEPTED:
Dippin' Dots, LLC

Steve Heisner
Senior Vice President

Date

NRH20

Bryon Bustamante
Food And Beverage/Retail Coordinator
bbustamante@nrh2o.com

Date

CC: troy.evans@dippindot.com

Product Pricing

Pricing - Year One:

Bulk Product: \$22.55 per Bulk Bag

Dry Goods pricing is subject to change with 30 day notice due to unforeseen supplier cost increases. All deliveries will utilize a lift gate. NRH2O will not incur any shipping charges associated with the delivery of resale product. This includes fees from any third party transportation services.

Pricing - Year Two:

Bulk Product: \$22.55 per Bulk Bag

Dry Goods pricing is subject to change with 30 day notice due to unforeseen supplier cost increases. All deliveries will utilize a lift gate. NRH2O will not incur any shipping charges associated with the delivery of resale product. This includes fees from any third party transportation services.

Pricing - Year Three:

Bulk Product: \$23.25 per Bulk Bag

Dry Goods pricing is subject to change with 30 day notice due to unforeseen supplier cost increases. All deliveries will utilize a lift gate. NRH2O will not incur any shipping charges associated with the delivery of resale product. This includes fees from any third party transportation services.

Exhibit A

Account may sell Dippin' Dots on NRH2O property only at 9001 Boulevard 26 New Richland Hills, TX 76180. No Dippin' Dots owned equipment is to be removed from the property.