

**SUPPLIER AGREEMENT**

This Supplier Agreement (this “Agreement”) is made, effective as of the Effective Date, by and between Supplier (as defined in the Definitions Section) and Rainforest Distribution Corp, a corporation organized and existing under the laws of the State of New York, with its principal place of business located at 20 Pulaski Street, Suite A, Bayonne, NJ 07002 (hereinafter referred to as “Rainforest”) (each is individually referred to herein as a “Party” and collectively as the “Parties”).

**REFERENCE FIELDS:**

The reference fields as defined below (the "Reference Page") are designed to consolidate information related to the Supplier Agreement between Rainforest and Supplier. Information provided on this Reference Page will be incorporated by reference into the Supplier Agreement as of the Effective Date. Any updates or changes to the details contained herein must be promptly communicated to both parties.

*Instructions for Completion: Please fill out the following fields with accurate and current information.*

**Effective Date:** \_\_\_\_\_

**Legal Entity Name of Supplier:** \_\_\_\_\_  
*(must match W-9 and Electronic Funds Transfer Authorization)*

**DBA (if applicable):** \_\_\_\_\_

**Legal Entity Type:** \_\_\_\_\_  
*(Corporation, LLC, etc.)*

**Principal Business Address of Supplier:**

**Address for Notice:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Supplier Email Addresses for Notice: \_\_\_\_\_  
\_\_\_\_\_

**Payment Terms:** \_\_\_\_\_  
*(As in effect between Supplier and Associated Buyers, Inc. as of December 31, 2023)*

By completing this Reference Page, the Supplier affirms the accuracy of the information provided herein and acknowledges that this information is an integral part of the Supplier Agreement. **In witness thereof, the Parties have reviewed, understood, and duly executed this entire Supplier Agreement, along with all the terms and conditions, as of the Effective Date.** Supplier acknowledges that the material terms and conditions of this Agreement are detailed in the pages following this signatory block.

**For Supplier**

**For Rainforest**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## RECITALS

WHEREAS, Supplier is engaged in the manufacture, sale, marketing and distribution of food, beverage or household products;

WHEREAS, Rainforest is engaged in the sale and distribution of food, beverage and household products, has represented to Supplier that it has adequate facilities, transport equipment and personnel to distribute the Products (as hereinafter defined) and desires to accept the responsibility for distributing in the market described in this Agreement;

WHEREAS, Supplier desires Rainforest to become the distributor of the Products in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

## AGREEMENT

### 1. CERTAIN DEFINITIONS

As used in this Agreement, the terms listed below shall be defined as follows:

- A. "Agreement" shall mean this Supplier Agreement, as the same may be amended, supplemented, or otherwise modified from time to time in writing and with the mutual consent of the Parties.
- B. "Cost" shall mean Rainforest's cost for Products, as delivered to any of Rainforest's warehouses where the Products have been slotted for sale. For the avoidance of doubt, slotting assignments are based on customer warehouse assignments. (As of the Effective Date, the legacy WFM-NA Region is assigned to Rainforest's facility in South Easton, MA and the legacy WFM-NE region is assigned to Rainforest's facility in Bayonne, NJ.) If, through mutual written agreement or at Rainforest's election as indicated on its purchase orders, the Parties adopt FOB-Supplier pricing terms, then the definition of "Cost" will apply to the cost for the Products under the agreed-upon terms.
- C. "Effective Date" shall mean that date entered on the Reference Page.
- D. "National Distributors" shall mean i) United Natural Foods, Inc (and its partners, affiliates, and subsidiaries); ii) KeHe Distributors, LLC (and its partners, affiliates, and subsidiaries); and iii) C&S Wholesale Grocers (and its partners, affiliates, and subsidiaries).
- E. "Payment Terms" shall mean the payment terms entered on the Reference Page.
- F. "Products" shall mean all retail products sold and marketed by Supplier (or sold or marketed under the Supplier's brand names by another company or companies under one or more licensing agreements or other legal instruments) as initially set forth on the New Item Forms submitted by Supplier to Rainforest. In addition, any item or product purchased from Supplier by Rainforest shall be automatically included in the definition of the "Products."
- G. "Protected Accounts" shall mean all accounts being serviced by Associated Buyers, Inc. as of December 31, 2023.
- H. "Supplier" shall mean the Legal Entity entered on the Reference Page.

### 2. TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated under the terms and conditions of this Agreement (the "Term").

### 3. RAINFOREST'S RIGHT TO DISTRIBUTE

- A. Supplier appoints Rainforest as its non-exclusive distributor for the Products to the Protected Accounts and Rainforest agrees to use commercially reasonable efforts to resell the Products to the Protected Accounts.
- B. Rainforest shall have the non-exclusive right to sell the Products outside of the Protected Accounts, without prior written permission from Supplier. If Supplier wishes Rainforest to cease the sale and distribution of the Products to an account outside of the Protected Accounts, Supplier shall notify Rainforest in writing and Rainforest shall have thirty (30) days to cease such sale and distribution.
- C. If Supplier introduces a new item, product line or extension offered to the Protected Accounts, then such new item, product line or extension shall be offered to Rainforest for distribution to the Protected Accounts. If Rainforest accepts distribution of such a new item, product line or extension, then such new item, product line or extension shall be automatically included within the definition of "Product."

#### **4. PRODUCT DISTRIBUTION**

- A. Rainforest shall use its best and commercially reasonable efforts to distribute the Products to the Protected Accounts.
- B. Rainforest agrees to properly manage inventory age and storage conditions, ensuring FIFO processes are maintained in its warehouses. Further, Rainforest shall (i) store, handle and distribute its inventory of Products in clean sanitary conditions as required to maintain Product quality and in accordance with Supplier's specifications; (ii) not alter the Products in any manner, and (iii) comply with all applicable federal, state, and local food, health and other applicable laws and regulations.
- C. If Supplier determines, in its sole discretion, that Supplier shall undertake a market withdrawal or recall of the Products, Rainforest agrees that it shall fully cooperate with Supplier and take all reasonable and necessary actions requested by Supplier, including but not limited to a notification to The Protected Accounts and retrieval of Products from retailers at Supplier's sole expense. Supplier agrees to compensate Rainforest for all reasonable fees associated with executing a market withdrawal or recall, provided the market withdrawal or recall was not a direct result of Rainforest's action or inaction.
- D. Supplier agrees that Rainforest does not guarantee the purchase or performance level of any retailer.
- E. In the event that Supplier requests Rainforest to deliver samples of the Products for PR or marketing purposes, Supplier and Rainforest shall agree on compensation in advance of any such delivery.

#### **5. PRODUCT SUPPLY**

- A. Rainforest shall submit written orders for all Products to be purchased hereunder. Those purchase orders shall contain the following terms, which such terms must be in full conformity with the terms and conditions of this Agreement:
  - I. The purchase order number and date;
  - II. The type and quantity of each Product ordered;
  - III. The total Cost of the Products ordered;
  - IV. The suggested delivery date (which, for purposes of clarity, shall be subject to the delivery schedule and requirements of the Supplier); and
  - V. All relevant shipping information
- B. Supplier shall replace, at its own expense, all Products which are spoiled, damaged, or otherwise do not meet the requirements of the Agreement. Supplier also shall be responsible for unsaleable packages physically damaged prior to arrival at Rainforest's warehouse.
- C. Upon receiving the Products from Supplier, whether through delivery or FOB supplier terms, Rainforest shall be allowed a period of two (2) business days to conduct a count of the Products in order to verify the accuracy of Supplier's invoice or bill of lading. If any discrepancies are found between the physical Products received and

Supplier's invoice, Rainforest shall promptly notify Supplier within two (2) business days. In the case of a discrepancy, Supplier shall be responsible for promptly adjusting the invoice or issuing a credit memo to Rainforest to rectify the error.

- D. All open coded Products must be open coded with a sell by or use by date. The date must be stamped on the shipping case and on the Product. Supplier is required to provide Rainforest with the total shelf life of a Product, in days, at the time of production. Supplier shall ship product so that it has at a minimum seventy-five percent (75%) of its shelf life remaining when it is received by Rainforest. If product is manufactured with greater than 365 days shelf life, Seller shall ship product so that it has the lesser of seventy-five percent (75%) or 1-year remaining shelf life. Rainforest reserves the right to refuse inbound delivery of non-conforming product. The new item form (and any subsequent updates) submitted by Supplier to Rainforest shall include the total shelf life of each Product, in days, at the time of production.
- E. Reserved.
- F. Products shall be manufactured and labeled in all material respects in accordance with all applicable federal, state, and local laws and regulations, including but not limited to the U.S. Food, Drug and Cosmetic Act, the Occupational Safety and Health Act, and all associated regulations, including but not limited to Good Manufacturing Practices.
- G. Supplier represents and warrants to Rainforest that all Products sold by it at the time and place of delivery to Rainforest shall be fit for the purpose intended and merchantable.
- H. Supplier shall have sufficient security measures in place prior to delivery of the Products to Rainforest to ensure that such Products are not tampered with or adulterated in any manner, and that all such Products shall be maintained at temperatures and other storage conditions necessary to preserve the freshness and integrity of the Products while in storage, transit or otherwise in Supplier's custody and control. Prior to delivery to Rainforest, Supplier shall comply with all Applicable Laws and manufacturer's storage specifications and shall include an evaluation and implementation by Supplier of any necessary controls to prevent the occurrence of food safety hazards, which shall be incorporated into a food safety plan developed in accordance with the Food Safety Modernization Act ("FSMA") Rule for Preventive Controls. Rainforest has adopted Whole Foods Market's written quality standards and acceptable/unacceptable ingredients list (the "Product Specifications") as provided on the product pages of the website <https://www.wholefoodsmarket.com/quality-standards>. Supplier represents and warrants that all Products delivered to Rainforest will comply with all Product Specifications and that all information provided by Supplier to Rainforest about the Products is true and correct. Supplier will maintain appropriate documentation evidencing compliance with all Product Specifications, all Applicable Laws and this Agreement and shall grant Rainforest full access to this documentation, as well as all regulatory agency citations. Supplier agrees to promptly notify Rainforest in writing if Supplier becomes aware that any Product fails to comply with any Product Specification. Supplier agrees to pay all reasonable expenses incurred by Rainforest as a result of any Product's failure to meet the Product Specifications or Supplier's breach of this Agreement, including, but not limited to, costs and expenses relating to inspections, testing and Product analysis, labor (including store, distribution center and administrative personnel), publishing notices, storing, packaging, handling, transporting, re-labeling and/or destroying the Product, fees, fines or penalties imposed upon Rainforest, expedited shipping for replacement product, refunds or settlement amounts paid to customers and Rainforest's cost of unsold Products.
- I. Supplier agrees to comply with Rainforest's published shipping and receiving guidelines ("Shipping and Receiving Guidelines"). Rainforest's Shipping and Receiving Guidelines shall be reasonably consistent with industry standards and may be revised from time to time by Rainforest, with thirty (30) days' notice to Supplier.

## 6. PRODUCT COST

- A. Cost shall represent the cost of the Products as defined in the Definitions section of this Agreement, unless otherwise agreed to in writing. The initial Cost of the Products shall be provided to Rainforest by Supplier using Rainforest's standardized on-boarding forms. Any subsequent Cost changes must be made by following the Rainforest's published price change procedures.

- B. The Cost of each of the Products shall not exceed the lowest price charged by Supplier to any of the National Distributors assuming consistent shipping methods and terms. The price charged by Supplier to any of its distributors shall be adjusted for any accruals, rebates, freight allowances or other price reductions regardless of the manner in which such price reduction is conveyed.
  - a. Supplier agrees that it will not employ the use of marketing funds, sales allowances, product demonstration funds, price promotions, free goods, slotting dollars, advertising dollars, credit for out-of-code and spoiled product, product spoilage allowances, accruals, rebates, coupons, or other marketing and sales incentives as a means of circumventing the obligations of this **Section 6B**. If Supplier offers any such marketing and/or sales devices to an Excluded Distributor (or directly to an account serviced by an Excluded Distributor), Supplier shall offer an identical marketing and/or sales device to Rainforest.
- C. The Parties acknowledge that Supplier may revise Costs for Products at any time and Supplier will give Rainforest no less than ninety (90) days' notice of its intention to change the Cost of any individual Product.

## **7. TERMS OF PAYMENT**

- A. Rainforest's payment for the Products purchased from the Supplier shall adhere to the "Payment Terms" as defined on the Reference Page. The number of days referenced in the Payment Terms shall commence on the later of Rainforest's actual receipt of the Products or Rainforest's receipt of an accurate and correct invoice for such Products.
- B. Any amounts payable by the Supplier to Rainforest, such as promotional billbacks, slotting fees, retailer programming costs, and similar charges, shall be credited or deducted from the amounts owed to the Supplier. Rainforest retains the right to hold a reasonable reserve for such costs associated with scheduled (or ongoing) activities not yet billed by the retailer.

## **8. TERMINATION**

- A. Rainforest may terminate this Agreement at any time, with or without cause, by providing Supplier with sixty (60) days advance written notice.
- B. Supplier may terminate this Agreement at any time, with or without cause, by providing Rainforest with sixty (60) days advance written notice.
- C. In order to effect an orderly termination:
  - a. Within ten (10) days of the effective date of the termination of this Agreement under this Section Rainforest will resell to Supplier all saleable Products held by Rainforest. Supplier shall buy from Rainforest all such salable inventory of Products in the possession of Rainforest at the time of termination at Rainforest's Cost.
  - b. During the period between Rainforest's receipt of a Termination Notice and the effective date of the termination of this Agreement, Rainforest shall be entitled to hold a reasonable reserve against any outstanding Supplier liability, including but not limited to amounts sufficient to cover the return of saleable Products held by Rainforest at the time of the Termination Notice and/or any applicable credits resulting from Products returned by Rainforest customers, pursuant to **Section 5**.

## **9. INDEPENDENT CONTRACTORS**

Rainforest and Supplier shall remain independent contractors and nothing herein shall be interpreted as the Parties hereto acting in concert or as joint venturers or partners or as creating a franchisor/franchisee relationship. Rainforest and Supplier do not convey to each other any property interest in the other's corporate name, trademarks, or patents.

## **10. NON-SOLICITATION**

Supplier agrees that during the Term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, Supplier shall not directly or indirectly hire any person or independent contractor who provided services to Rainforest as an employee, independent contractor, or otherwise at any time during the Term of this Agreement.

## **11. SUCCESSORS, ASSIGNS AND LICENSEES**

- A. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including, but not limited to, any affiliated or non-affiliated entity of Supplier that has or acquires the right to sell or market the Products, including under a license or other legal instrument granted by or to Supplier. The assignee of a permitted assignment shall remain obligated for the faithful performance of this Agreement and such assignment shall be made subject to all terms and conditions of this Agreement.
- B. Supplier covenants and agrees that it will not sell or transfer a majority of its assets without Supplier's rights and obligations under this Agreement being transferred/assigned to the asset purchaser as part of the asset purchase transaction.
- C. Rainforest covenants and agrees that it will not sell or transfer a majority of its assets without Rainforest's rights and obligations under this Agreement being transferred/assigned to the asset purchaser as part of the asset purchase transaction.
- D. If Supplier obtained rights to market the Products from a third party, Supplier covenants and agrees not to assign, terminate, or modify such rights so as to circumvent the intent of this Agreement, to wit, allowing Rainforest to be the exclusive distributor of such Products, whether for Supplier or its successors or assigns or licensees.

## **12. INDEMNIFICATION**

- A. Rainforest shall indemnify and hold harmless Supplier, its parent, subsidiary and affiliate companies, and their respective officers, directors, members, employees, attorneys, insurers and agents, from any and all loss, liability, claim, damage, including, but not limited to, claims of injury or death to persons or damage to property and expenses (including reasonable attorneys' fees) which they, or any of them, may suffer or incur that arises from or relates to Rainforest's performance or non-performance of its obligations under this Agreement, any intentional or negligent act or omission to act or other wrongdoing on the part of Rainforest or any of its employees, agents, officers or directors, or any violation of law by Rainforest or any of its employees, agents, officers or directors.
- B. Supplier shall indemnify and hold harmless Rainforest, its affiliates and their respective officers, directors, employees, attorneys, insurers and agents from any and all loss, liability, claim, damage, including, but not limited to, claims of injury or death to persons or damage to property and expenses (including reasonable attorneys' fees) which they, or any of them, may suffer or incur that arises from or relates to Supplier's performance or non-performance of its obligations under this Agreement, any intentional or negligent act or omission to act or other wrongdoing on the part of Supplier or any of its employees, agents, members, officers or directors, or any violation of law by Supplier or any of its employees, agents, members, officers or directors.
- C. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable to the other Party for compensation, reimbursement or damages relating to goodwill, incidental, special or consequential damages, or punitive damages.
- D. In any claim for indemnification under this Agreement, the Party seeking indemnification (the "Indemnitee") shall give written notice to the other Party (the "Indemnitor") with reasonable promptness after notice of any claim or suit involving, or which could involve, an indemnifiable claim under this Agreement. Notwithstanding anything to the contrary provided in this Agreement, in any action in which a third party asserts one or more claims against the Indemnitee (whether or not such claim is covered by insurance), the Indemnitee shall assert his, her or its right of indemnification against the Indemnitor in that action, by whatever procedural options are available to the Indemnitee and, in such circumstances, neither the Indemnitee nor the Indemnitor shall be bound by any Arbitration requirements under this Agreement. If the Indemnitor has acknowledged in writing its obligation to indemnify the Indemnitee in respect of the third-party claim, the Indemnitee shall not settle or otherwise compromise such claim

without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall cooperate with one another in the defense of any indemnifiable third-party claim.

### **13. INSURANCE**

During the Term, Supplier shall provide, and keep in force, at Supplier's sole expense, a comprehensive general liability insurance policy (on an occurrence rather than claims made basis), with limits of liability of not less than two million dollars (\$2,000,000) for product liability claims, which policy shall name Rainforest as an additional insured. In addition, Supplier shall maintain and provide a copy of the "CG20 15 Additional Insured" endorsement or its equivalent specifically covering the Products and any related services or operations. Supplier will provide Rainforest with a Certificate of Insurance naming Rainforest as an additional insured on its respective liability coverage and such certificate shall provide that the policy will not be canceled without at least thirty (30) days prior written notice to Rainforest.

### **14. DISPUTE RESOLUTION**

All disputes arising under, relating to, or in connection with this Agreement or related to any matter which is the subject of or incidental to this Agreement (whether or not such claim is based upon breach of contract or tort), shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts of New York County, New York and shall be brought in the state and/or federal courts of New York County, New York. This provision is intended to be a mandatory forum selection clause and governed by and interpreted consistent with New York law.

### **15. FORCE MAJEURE**

A Party's obligation hereunder shall be suspended if such Party is prevented from performing such obligation as a result of fire, flood, or other extreme weather condition, explosion, accident, breakdown of machinery, product tampering by third parties, governmental acts, laws or regulations (other than government action in response to public health violations by such Party), war, terrorism, labor difficulties, any act of God or any other cause not within such Party's control, which, by the exercise of reasonable due diligence, such Party is not able to avoid or overcome within a reasonable period of time ("Force Majeure"). Any Party claiming relief under this **Section 15** shall provide prompt written notice of the same to the other Party.

### **16. WAIVER**

Failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. The waiver of either Party to any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

### **17. GOVERNING LAW**

The Parties agree that this Agreement, the rights of the parties hereunder, and all disputes of any kind that may arise between the parties hereto shall be governed by, construed, and enforced in accordance with the laws of the State of New York, excluding conflicts of law and choice of law provisions applicable under New York law.

### **18. TRADEMARKS; INTELLECTUAL PROPERTY**

- A. Rainforest shall use Supplier's trademarks (the "Trademarks") in marketing, sales and promotional materials, and advertising and promoting the sale of the Products only in accordance with the written policies of Supplier or its licensors regarding the use of such Trademarks. From time-to-time Supplier may provide Rainforest with updated written policies. However, any use by Rainforest of any advertising, sales or promotional materials shall be subject to Supplier's existing written policies. The right to use the Trademarks shall cease and terminate upon the effective date of termination of this Agreement. The Trademarks shall remain the sole and exclusive property of Supplier or its licensors. Rainforest acknowledges nothing contained in this Agreement shall give Rainforest any right or interest in the Trademarks or any other trademarks, trade names, signs, symbols, emblems, devices, trade styles, or slogans used by or at the direction of Supplier upon or in relation to the Products. Rainforest shall not take any action act that prejudices, affects, impairs, or destroys the title and/or interest of Supplier or its licensors in or to the

Trademarks. If it comes to the attention of Rainforest that any person or entity is infringing the Trademarks, Rainforest will promptly notify Supplier and, at Supplier's sole cost and expense, cooperate fully with Supplier in the defense and protection of the Trademarks. All use of the Trademarks by Rainforest shall inure to the exclusive benefit of Supplier or its licensors. If any action, suit, or proceeding is commenced against Rainforest concerning Rainforest's use of the Trademarks, then Rainforest shall promptly give notice thereof to Supplier. Supplier shall indemnify, defend and hold Rainforest harmless from and against any and all liability, claims, fines, penalties and legal, court and expert costs (including reasonable attorneys' and expert fees) arising out of any claim or action by another party with respect to, related to or in connection with Rainforest's use of the Trademarks that is in accordance with the written policies of Supplier or its licensors regarding the use of such Trademarks. Rainforest shall not enter into any settlement of any indemnified claim without Supplier's prior written consent.

- B. Supplier's Products and all the Intellectual Property Rights therein (as defined herein) are and will remain the sole and exclusive property of Supplier and its licensors. Rainforest will not alter, remove, or obscure the Intellectual Property Rights notices of Supplier and its licensors that may appear on Supplier's Products as delivered to Rainforest, ("Intellectual Property Rights"), means patent rights (including, without limitation, patent applications and disclosures), copyrights, trademarks, trade dress, trade secrets, know-how, and advertising slogans created or supplied by Supplier.

## **19. CONFIDENTIALITY**

Both Parties shall keep confidential, during the Term and for two (2) years thereafter, all information of the other or relating to the other's business not known to the public (other than as a result of breach of this Agreement), including sales figures and unit movement figures, strategic and operational plans, marketing plans, and similar documents, as well as the terms and conditions of this Agreement; provided, however, the foregoing shall not apply to information that, at the time of disclosure (i) is or becomes generally available to and known by the public other than as a result of a breach of this Agreement, (ii) is or becomes available to a Party on a non-confidential basis from a third party source, which disclosure does not breach such third party's obligations regarding confidentiality, (iii) was known to the receiving Party prior to disclosure, (iv) was independently developed by the receiving Party without reference to or use of, in whole or in part, the information, and (v) must be disclosed under applicable law.

## **20. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent it is expressly incorporated in this Agreement.

## **21. MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.

## **22. EFFECT OF PARTIAL INVALIDITY**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the removal of the invalid provision.

## **23. SECTION HEADINGS**

The titles to the sections of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

## **24. COUNTERPARTS**



This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**25. NO PUBLIC ANNOUNCEMENTS**

Unless expressly permitted by this Agreement or as required by applicable law, neither Party shall make any statement (whether oral or in writing) in any press release, external advertising, marketing, or promotional materials regarding the terms of this Agreement.

**26. NOTICES**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed effective when personally delivered or sent by a nationally recognized overnight courier service to the persons and address as set forth below (or such other address as a Party may notify the other Party in accordance with this section):

For Rainforest:  
Alexander Ridings, CEO  
Rainforest Distribution Corp  
20 Pulaski Street, Suite A  
Bayonne, NJ 07002  
With electronic copies to:

1. alex.reis@rainforestdistribution.com
2. alex.ridings@rainforestdistribution.com

For Supplier:  
With electronic copies to Supplier at the following email addresses:

As Listed on the Reference Page  
As Listed on the Reference Page