



Platforms LLC.

Warehouse and Fulfillment Agreement

This Warehouse and Fulfillment Agreement (“**Agreement**”) is entered into by Platforms LLC. (“Platforms”) and the following entity / individual (“**Vendor**”):

(NAME)

(ADDRESS)

(EMAIL)

Effective Date: 01/01/2024

Services: Platforms will provide Vendor the services (the “Services”) described in the Statement of Services attached hereto or otherwise agreed in writing by the parties, in accordance with the following pricing schedule and/or other alternate pricing agreed in writing by the parties.

Basic Services

Warehousing/Flooring

Receiving: \$10 per pallet (for non-container loads.)

Flooring/Warehousing: \$12 per pallet

Order Fulfillment

Pick and Pack: \$1.00 per order plus \$0.40 per item picked (Includes packing slip)

Shipping: Full range of shipping methods. Domestic and International.

Large Quantity Orders: \$25 per hour, minimum one hour.

Product Assembly

Full kitting and assembly options for any sized project. Pricing to be provided by Platforms upon request based on project needs.

Special Services

Palletizing

\$10.00 per pallet including wrap if needed (required if shipments arrive unpalletized)

Container Packing/Unpacking (All inclusive)

\$310 per 20' container

\$450 per 40' container

Shrink Wrapping

\$0.25 per item

Labeling /Other

\$0.05 per label

\$0.10 per insert

\$0.15 per sticker

\$0.20 per sticker if a case must be opened and stickers placed on individual items.

Additional Services Available Upon Request

The following additional services may be requested. If available, pricing to be provided by Platforms upon request.

- Return Processing

- Digital Product Photography
- eCommerce Channel Sales
- Kitting

Payment Terms: In exchange for PLATFORMS's Services, PLATFORMS will invoice Vendor on a periodic basis, and Vendor shall pay all such invoices in full within ten (10) days of receipt of PLATFORMS's invoice.

This Agreement incorporates and includes both the Statement of Services and PLATFORMS's currently effective "Standard Terms and Conditions," receipt of which Vendor hereby acknowledges.

AGREED BY:

Platforms, LLC.

Vendor

(Signature)

(Date)

(Signature)

(Date)

Name: John Ward _____

Name: _____

Position: CEO _____

Position: _____

STATEMENT OF SERVICE

1. Storage
2. Receiving
3. Pick & Pack

**Platforms LLC. Warehouse and Fulfillment Agreement
Standard Terms and Conditions (effective 01/01/2020)**

1. **Services.** Pursuant to the terms hereof, Platforms LLC. ("PLATFORMS") will provide the warehousing/storage, handling, order fulfillment, and related services as specified in the Platforms, Inc. Warehouse and Fulfillment Agreement between PLATFORMS and Vendor (collectively, the "Services"). The Services shall be rendered in connection with the goods provided from time to time by Vendor to PLATFORMS (the "Goods"). Storage of the Goods will take place at PLATFORMS's storage facility located at 286 American Greeting Card Rd, Corbin, KY 40701 (the "Facility"). PLATFORMS may move any or all of the Goods from one location to another within the Facility at any time in its sole discretion. Additionally, PLATFORMS reserves the right to move the Goods from the Facility to another facility owned, leased, and/or operated by PLATFORMS in its sole discretion; provided, however, that the cost of making such relocation will be borne exclusively by PLATFORMS.
2. **Vendor's Tender of Goods for Storage.** With respect to Vendor's tender of Goods to PLATFORMS hereunder, Vendor hereby acknowledges and agrees as follows: (a) Tender of Goods for storage may take place only during the Facility's normal business hours and only following advance written notice to PLATFORMS setting forth the particular day(s) deposits are intended to be made by Vendor; (b) Vendor must thoroughly pack, seal, and properly mark the Goods for storage and order fulfillment, including without limitation affixing proper labels on all containers, appropriate SKU numbers, bar codes, item descriptions and units of measure; (c) Vendor must provide, to a contact person designated by PLATFORMS, documentation detailing the Goods provided for storage at the Facility, along with special handling or other instructions, if any, that correspond to any such items; (d) Vendor must plainly and conspicuously identify what Goods, if any, are potentially hazardous (along with corresponding handling and safety instructions, as required). PLATFORMS reserves the right in its sole discretion to refuse to store any Goods that may pose a danger to any individual or property. Additionally, PLATFORMS may elect to discontinue storage of any such Goods after agreeing to their storage if it determines, in its sole good faith discretion, that continued storage has become either impractical or dangerous. In such an event, PLATFORMS will be entitled to require Vendor to promptly take possession of the Goods at its own expense. Failure to do so shall give rise to PLATFORMS's right to dispose of any such Goods in any manner that PLATFORMS sees fit without recourse to Vendor and at Vendor's sole expense; (e) Vendor must ensure that the bill of lading on all shipped Goods specifically states that the Vendor, and not the PLATFORMS, is the consignee; and (f) PLATFORMS may refuse to accept for storage any Goods that are tendered by Vendor in a manner that is not in conformance with the requirements set forth in this Agreement.
3. **PLATFORMS's Release of Goods to Vendor.** Upon either: (a) Vendor's provision of thirty (30) days advance written notice to PLATFORMS requesting release of some or all the Goods; or (b) expiration or termination of this Agreement, and subject to Vendor's full payment of all outstanding amounts due and owing to PLATFORMS hereunder, PLATFORMS will release the Goods to Vendor as soon as practically possible. In the event that any Goods are to be shipped by PLATFORMS to Vendor, rather than being picked up by Vendor, Vendor shall be responsible for all of the shipping, handling, delivery, and related expenses.
4. **Order Fulfillment Services.** Orders will be fulfilled, and goods shipped by PLATFORMS to Vendor's customers solely in accordance with the terms of this Agreement or as otherwise agreed in writing by the Parties. Vendor will provide its customers' orders to PLATFORMS electronically. All such orders shall be generated directly from customer's orders and shall include Vendor's customer number, product description, and SKUs; ship to name, address, and zip code; and order number, and/or comment or special shipping instructions or text to be included on packing slip. Vendor shall bear all costs associated with inbound transportation/freight and all shipping costs to Vendor's customers. PLATFORMS will use commercially reasonable efforts to ensure that all orders of Goods are processed and fulfilled by shipment to Vendor's customers on a timely basis. PLATFORMS will use commercially reasonable efforts to package and ship Goods to Vendors customers specifically referencing Vendor's item number/SKUs. The parties do not contemplate that PLATFORMS shall collect or receive proceeds related to Product sales. However, in the event PLATFORMS collects or receives Product sales proceeds for any reason, the parties acknowledge that said proceeds belong to Vendor and PLATFORMS will turn over such proceeds to Vendor.
5. **Fees; Taxes.** As consideration for the Services, Vendor shall pay the storage charges and service fees set forth in the Master Agreement and incorporated herein by this reference (collectively the "Fees"). The Fees do not contemplate additional services, including but not limited to the following activities, by way of example: (i) special handling of hazardous, unique, damaged, delicate, or otherwise non-conforming Goods; (ii) inspection of Goods; (iii) providing insurance on Goods; (iv) receiving or delivering Goods outside of normal business hours; or (vi) reporting serial numbers or other packaging data. These and any other additional services are subject to the additional charges determined by PLATFORMS and will be provided by PLATFORMS solely as agent for Vendor, and not as bailee or warehouseman. If PLATFORMS is required to stock special supplies or materials to fulfill Vendor's customer's orders, PLATFORMS will quote a unit price, and Vendor agrees to prepay such price before PLATFORMS

purchases such supplies or materials. All other supplies and materials will be billed at PLATFORMS's cost plus 15%. All charges are exclusive of sales, use, excise, and related taxes.

6. **Payments.** PLATFORMS will invoice Vendor on a periodic basis, and Vendor shall be obligated to pay all such invoices in full within ten (10) days of receipt of PLATFORMS's invoice. Payments due hereunder must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by the PLATFORMS. Vendors shall have no right of offset or withholding under this Agreement. PLATFORMS, however, may be entitled to withhold payment of any amounts due to Vendor for any reason as a set-off against any unpaid invoiced amounts. Any amounts not paid by Vendor when due to PLATFORMS shall be subject to interest charges, from the date due until paid, at the rate of one- and one-half percent (1.5%) per month, or the highest interest rate allowable by law (whichever is less), payable monthly. PLATFORMS shall have no obligation to release the Goods to Vendor until all invoices have been paid in full, and Vendor shall be responsible for all applicable Fees associated with any storage provided during such time. If any amounts due to PLATFORMS from the Vendor becomes past due for any reason, PLATFORMS may at its option and without further notice withhold further Services until all invoices have been paid in full, which withholding of Services shall not be considered a breach or default of any of PLATFORMS's obligations hereunder.

7. **Term; Termination.** This Agreement shall commence as of the Effective Date and continue on a month-to-month basis until terminated by either party with thirty (30) days written notice. The initial one-month term and later renewal terms, if any, are collectively referred to herein as the "Term". Either Party may terminate this Agreement for any reason by providing thirty (30) days' prior written notice to the other Party of its intention to terminate. This Agreement may be immediately terminated by PLATFORMS if: (i) Vendor violates any applicable U.S. state or local law, rule, regulation, or ordinance; (ii) Vendor otherwise materially breaches any provision, warranty, or representation of this Agreement and, if such breach or violation is curable, it remains uncured for a period of ten (10) days following receipt of written notice thereof detailing such breach or violation; (iii) Vendor becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors; or (iv) the Goods are hazardous in some way and, at the time of receipt at the Facility, PLATFORMS was not advised or aware of this danger. The right to terminate for cause shall be in addition to any other right or remedy available to PLATFORMS in law and/or in equity.

8. **Obligations Following Termination.** If this Agreement expires or is terminated for any reason, Vendor shall be required to promptly remove all Goods from the Facility, subject to all of its payment obligations hereunder being satisfied. Failure to promptly make such payment and removal shall give rise to PLATFORMS's right to remove the Goods from the Facility and sell them, either publicly or privately and without notice to Vendor or any third party, subject to applicable law. Failure to consummate a sale shall give rise to PLATFORMS's right to dispose of the Goods (at Vendor's expense) without liability to Vendor or any third party. PLATFORMS shall be entitled to continue charging the Fees after any termination hereunder for its continued storage and service activities until such pickup, sale, or disposal takes place.

9. **Limited Warranty.** PLATFORMS will not be liable for any loss or damage to any Goods tendered to PLATFORMS hereunder, no matter the cause, other than to the extent that such loss or damage resulted directly from PLATFORMS's failure to exercise the level of care with respect to the Goods that a person acting reasonably would have exercised under the circumstances. Any claim made by Vendor hereunder for loss and/or damage shall be: (i) made in writing to PLATFORMS within thirty (30) days' following Vendor's retrieval of the Goods in question or notification respecting their loss (as applicable); and (ii) subject to PLATFORMS's right to inspect the damaged Goods in question. Additionally, any lawsuit with respect to such loss or damage must be commenced by Vendor within six (6) months' following Vendor's discovery of the loss and/or damage. Furthermore, if PLATFORMS negligently misships any Goods, it shall pay, as Vendor's exclusive remedy and subject to the limitation of liability set forth below, all reasonable transportation charges to re-ship the Goods back to the Facility. LIMITATION ON LIABILITY: THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL PLATFORMS'S LIABILITY UNDER THIS SECTION EXCEED THE COST OF REPAIRING OR REPLACING THE DAMAGED OR LOST GOODS. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE VENDOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF PLATFORMS'S OBLIGATIONS AS SET FORTH HEREIN.

10. **Warehouseman's Lien.** PLATFORMS is hereby granted a warehouseman's lien on the Goods as well as upon the proceeds from any sale thereof in order to secure all of Vendor's payment obligations hereunder (including without limitation all reasonable fees and expenses incurred in connection with the notice, advertisement, and sale of the Goods in the event of a default by Vendor; all reasonable costs, including outside attorneys' fees, incurred in enforcing such lien; collection charges; and any costs the PLATFORMS incurs in defending itself in the event it is made a party to any litigation concerning such Goods). Subject to the

terms hereof and any applicable law, PLATFORMS may enforce the lien at any time and from time to time, by selling the Goods in whole or in part, and applying the proceeds against the Fees due PLATFORMS hereunder.

11. **Representations and Warranties of Vendor.** Vendor represents and warrants to PLATFORMS as follows: (a) That it is duly organized, validly existing, and in good standing in its state of incorporation, and has the full power and authority to enter into this Agreement and fulfill its obligations hereunder; (b) That it will fulfill its obligations hereunder in compliance with all applicable laws, rules, and regulations, as well as in compliance with all of PLATFORMS's standard policies and procedures as communicated from time to time to Vendor; (c) That it will obtain and maintain, at its own expense, all permits and licenses required in connection with its activities under this Agreement; (d) That in fulfilling its obligations hereunder, it will not violate any contractual obligation or confidential relationship which it may have to or with any third party; (e) That it is the owner or has lawful possession of the Goods and has the right and authority to store them with PLATFORMS and thereafter direct their release and delivery; (f) That it will provide PLATFORMS with all relevant, accurate, and complete information concerning the Goods as may be reasonably requested to allow the PLATFORMS to comply with all applicable laws, rules, and regulations; (g) That it will provide PLATFORMS with accurate and complete information as to the count, weight, description, and condition of the Goods. Vendor acknowledges and agrees PLATFORMS has no obligation to verify the quantity, content, condition, or quality of the Goods tendered to PLATFORMS hereunder. Vendor further warrants that all individual packages, pieces, and items are clearly and accurately marked; (h) That there are no third-party priority security interests in and to the Goods; and (i) That there are no actual, threatened, or potential safety, health, or environmental hazards associated with PLATFORMS's handling and storage of the Goods as contemplated hereunder, other than those which are specifically communicated to PLATFORMS in writing in sufficient detail and subsequently accepted by PLATFORMS in writing in advance of any storage under this Agreement.

12. **Indemnity.** Vendor shall indemnify, defend, and hold harmless PLATFORMS, along with PLATFORMS's employees, officers, directors, shareholders, parent, subsidiaries, agents, contractors, successors, affiliates, and permitted assigns (collectively, the "Indemnified Parties") from and against any loss, cost, expense, liability, or damage of any kind or nature (including without limitation reasonable outside attorneys' fees and related costs) arising directly or indirectly out of Vendor's breach of any of the terms of this Agreement (including without limitation its payment obligations) and/or its negligence or willful misconduct. Without limitation on the foregoing, Vendor's indemnity shall cover any and all claims arising out of an improper declaration of PLATFORMS as consignee of the Goods. With respect to any claim made hereunder, PLATFORMS will provide Vendor with prompt written notice of its existence, give complete control of its defense and settlement to Vendor, and shall cooperate in all reasonable respects with Vendor, its insurance company, and its legal counsel in the defense thereof, at Vendor's sole expense. This indemnity shall not cover any claims in which there is a failure to give Vendor prompt notice, but only to the extent such lack of notice materially prejudices the defense of such claim. Vendor may not settle any potential suit hereunder without PLATFORMS's prior written approval, with such approval not to be unreasonably withheld, conditioned, or delayed. If Vendor fails to assume the defense of a claim or PLATFORMS reasonably determines that Vendor has failed to diligently assume and maintain a prompt and vigorous defense of any claim, PLATFORMS may assume sole control of the defense of any claim and all related settlement negotiations with counsel of its own choosing, and Vendor will pay all reasonable costs and expenses (including reasonable outside attorneys' fees) incurred by PLATFORMS in such defense within thirty (30) days of each of PLATFORMS's written requests therefore.

13. **Limitation of Liability.** IN NO EVENT SHALL PLATFORMS BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY PLATFORMS, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PLATFORMS'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY THE VENDOR TO THE PLATFORMS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

14. **Insurance.** Vendor shall maintain, at its own cost and expense, insurance coverage adequate to insure against possible loss of Vendor's Goods and other risks, including without limitation: (i) All-Risk Property Damage insurance insuring the Goods in an amount not less than the actual replacement cost of Goods; (ii) Cargo Insurance on an all-risk basis for any and all transportation exposure, whether related to an owned vehicle or a third-party contract or common carrier, in an amount not less than the actual replacement value thereof; (iii) Comprehensive Commercial General Liability Insurance. Said policies shall be issued in the United States and written by a recognized insurance company with an A.M. Best Company rating of "A-" or better in

the latest edition of Best's Insurance Guide and Key Ratings, and name PLATFORMS, along with PLATFORMS's directors, officers, shareholders, parent, affiliates, subsidiaries, employees, successors, and assigns, as additionally insured parties. Vendor will provide PLATFORMS with a certificate of insurance evidencing the above coverages on forms furnished by or reasonably acceptable to PLATFORMS or, upon PLATFORMS's request, provide true copies of the insurance policies. The insurance policies and certificates required hereunder will include a provision that coverage will not be non-renewed, materially changed, cancelled, or allowed to expire until at least thirty (30) days' prior thereto written notice has been given to PLATFORMS. If Vendor, at any time, neglects or refuses to provide the insurance required herein, or should such insurance be canceled or materially changed without PLATFORMS's express written consent, PLATFORMS will have the right to terminate this Agreement for cause and without penalty. Vendor acknowledges that PLATFORMS has no obligation to insure against loss or damage of Vendor's Goods, and Vendor shall be responsible for its own insurance coverage of the Inventory. PLATFORMS is not providing Vendor with a representation or warranty of any kind that the Facility and/or its contents cannot be destroyed by events such as a fire or flood. PLATFORMS is not required to (i) maintain insurance to protect the Goods for the benefit of Vendor; or (ii) establish or maintain a fire or security system for the Facility. Vendor acknowledges and agrees that the Fees set forth herein to do include insurance coverage of any kind.

15. **Force Majeure.** PLATFORMS shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, pandemics, war, weather, strikes, lockouts, floods, fires, acts of God, or terrorism. If PLATFORMS is unable to remove, and/or deliver the Goods due to any such event, the Goods shall be subject to continuing storage and service charges until they are finally removed and/or delivered. If a force majeure event continues for at least five (5) consecutive days, PLATFORMS will have the right to immediately terminate this Agreement for cause pursuant to the terms hereof.

16. **Partial Invalidity.** In the event that any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

17. **Assignment.** Vendor may not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of PLATFORMS, with such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing and subject to the terms hereof, Vendor may assign this Agreement upon written notice to PLATFORMS to (i) an affiliate of Vendor, or (ii) a successor entity of Vendor that assumes all or a majority of the Vendor's assets. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Vendor of any of its obligations under this Agreement, and as such, Vendor shall remain primarily liable in connection therewith.

18. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to the Parties at the address set forth herein or otherwise designated by the receiving Party in writing. All Notices shall be delivered by (i) personal delivery, (ii) nationally recognized overnight courier (with all fees prepaid), (iii) facsimile (with confirmation of transmission), or (iv) certified or registered mail, return receipt requested and postage prepaid. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

19. **Relationship of the Parties.** The Parties hereto are independent contractors and as such, its employees, contractors, and personnel performing any services under this Agreement shall at no time be considered an employee of the other Party. Neither Party is the agent of the other and neither Party shall have any right or authority to make or enter into any contract or other agreement in the name of or for the account of the other Party, or to make any representation, or to assume, create or incur any obligation or liability of any kind, express or implied, on behalf of the other Party. Each Party will be responsible for any applicable payment and withholding of any salary, benefits, incentives, and any other compensation or taxes relevant to its personnel. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.

20. **Survival.** Following the Term of this Agreement, any and all provisions set forth herein which, by their very nature, are intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting representations and warranties, indemnifications, limitation of liability, insurance, accrued payment obligations, and governing law and venue.

21. **Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal

or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms. Notwithstanding the foregoing, the Indemnified Parties shall be entitled to enforce the Indemnity provision set forth herein as third-party beneficiaries thereto.

22. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

23. **Rights Cumulative.** The parties' respective rights and remedies as set forth herein shall be cumulative and not exclusive of any rights and remedies provided by law or equity.

24. **Governing Law; Venue.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Laurel County, Kentucky. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

25. **Attorney's Fees. Collection Expenses.** If PLATFORMS incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of the Fees or any other amounts due under this Agreement, Vendor agrees to reimburse PLATFORMS for all such costs, expenses and fees.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

27. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

28. **Entire Agreement; Modification.** This Agreement, and any exhibits or attachments incorporated herein, is the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement. To the extent that any of the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary therein.

AGREED BY:

Platforms, LLC.

Vendor

(Signature)

(Date)

(Signature)

(Date)

Name: John Ward _____

Name: _____

Position: CEO _____

Position: _____