MASTER LOGISTICS SERVICES AGREEMENT

This Master Logistics Services Agreement (this "Agreement") dated as of September 3rd 2021 (the "Effective Date"), is entered into by and between Streamline Fulfillment LLC, a Washington limited liability company ("Service Provider") and Grounded People Apparel Inc., a Canadian Corporation ("Customer", and together with Service Provider, the "Parties", and each, a "Party").

ARTICLE I TERM

Section 1.01 Term. This Agreement shall become effective on September 3rd 2021 (the "Commencement Date"), and shall continue in force and effect for a period of one (1) year and thereafter by automatically renewing for successive periods of one (1) year each, unless earlier terminated by delivery of a written termination no less than thirty (30) days prior to the end of the then current term. The initial one (1) year term and each renewal period prior to termination shall be collectively referred to as the "Term."

ARTICLE II SCOPE OF SERVICES

Section 2.01 General. Service Provider shall provide Customer with the services (the "Services") that are identified in this Agreement or on the attachments to this Agreement, including without limitation Attachment A-1 (the "Attachments"), in accordance with the terms and conditions contained in this Agreement, the Attachments, and any exhibits attached thereto (the "Exhibits"), which Services may include without limitation (a) account setup and software integration; (b) receiving, initial inventory, and sorting; (c) inventory maintenance and warehousing of goods (the "Goods") in its facilities (the "Warehouse"); (d) order processing; (e) quality control and palletization pursuant to specifications provided by Customer; and (f) freight forwarding, including receiving, inventory, storage, order assembly, and outbound freight logistics/small parcel logistics. Any Attachments and related Exhibits are integral parts of this Agreement and are hereby incorporated into this Agreement by reference. In the event that there is a conflict between any terms or conditions contained in this Agreement with any terms or conditions contained in an Attachment, the terms or conditions contained in the Attachment shall take precedence.

ARTICLE III MANAGEMENT INFORMATION SYSTEMS

Section 3.01 Information Systems Components Used or Supplied by Service Provider. Any management information system, hardware, software and documentation supplied by Service Provider in connection with the Services, and any data provided by Service Provider or derived from data provided by Service Provider (collectively, "Service Provider Information Components"), whether owned by Service Provider, any of its affiliates, or a third party from which Service Provider has purchased or licensed such Service Provider Information

Components, are and will remain the sole and exclusive property of Service Provider or such third party, as applicable.

ARTICLE IV CHARGES AND PAYMENT

- **Section 4.01 Service Fees.** Customer shall pay Service Provider for the Services hereunder pursuant to the rates set forth in the rate schedule attached as Attachment A-2 (the "Rates"), as currently in effect. Service Provider reserves the right to revise Rates in its sole discretion.
- **Section 4.02 Payment Terms.** Customer shall pay Service Provider, at the address shown on Service Provider's invoice, any amounts which become due and payable under this Agreement in US dollars. Payment shall be due from Customer within 15 days from the date of invoice by Service Provider, and Customer agrees to pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable Law, calculated and compounded daily from the date due until paid in full.
- Section 4.03 Other Remedies. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the release of any Goods or cease performance of any Services if Customer fails to pay any amounts when due hereunder. In addition, with respect to warehousing services, Service Provider reserves the right to require payment in full of all amounts owed by Customer in advance of the release of the related Goods.

ARTICLE V WAREHOUSING

Section 5.01 Tender of Goods for Storage.

- (a) Customer represents and warrants that Customer is the owner or has lawful possession of the Goods and all right and authority to store them with Service Provider and thereafter direct the release and/or delivery of the Goods. Customer shall (i) tender any Goods for storage only during Service Provider's posted business hours for the Warehouse; (ii) tender all Goods to the Warehouse properly marked and packed for storage and handling; (iii) provide Service Provider with information concerning the Goods that is accurate, complete, and sufficient to allow Service Provider to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Goods; and (iv) furnish at or prior to tender of the Goods for storage a manifest in a form approved by Service Provider listing any categories of Goods, brands or sizes to be separately kept and accounted for, and the types of storage and other services requested.
- (b) Service Provider may refuse to accept any goods for storage if the goods tendered for storage do not conform to the description provided pursuant to Section 5.01(a). Before tendering Goods that require specialized handling or which are dangerous

or hazardous, Customer shall identify such goods and special handling requirements to Service Provider in writing and Service Provider may decline to store such goods. Customer is solely responsible for providing complete and accurate handling and storage instructions for any nonconforming Goods, including any applicable safety procedures. If Service Provider accepts any such nonconforming goods for storage, Customer agrees to rates and charges as may be assigned and invoiced by Service Provider as well as all terms and conditions of this Agreement.

Section 5.02 Access and Release of Goods.

- (a) Customer shall provide Service Provider written instructions (each, a "Release Order") if Customer desire to order any Goods released from the Warehouse. Subject to receipt of such Release Order and payment of all outstanding storage and other fees, Service Provider shall release the requested Goods to Customer or Customer's designee upon return of the of the warehouse receipt or receipts issued for the applicable Goods, together with the applicable Release Order, signed by Customer.
- (b) Customer shall give Service Provider a reasonable time after Service Provider's receipt of Customer's written instructions to carry out Customer's instructions to release the Goods to Customer or Customer's designee. Service Provider may without liability rely on any information contained in any Release Order or other written communications from Customer. Customer shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Goods.

ARTICLE VI CONFIDENTIALITY

Section 6.01 Scope of Confidential Information. Either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, goods and services, forecasts, confidential information and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information, and other sensitive, competitive, or proprietary information. Such information constitutes "Confidential Information" hereunder.

Section 6.02 Protection of Confidential Information. The Receiving Party shall:

- (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

- (c) not disclose any of the Confidential Information to any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, institution, public benefit corporation, joint venture, entity or governmental body (each a "Person"), except to the Receiving Party's representatives who have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.
- **Section 6.03** The Receiving Party shall be responsible for any breach of this ARTICLE VI caused by any of its directors, officers, employees, agents, and representatives. At any time during or after the Term, at the Disclosing Party's written request, the Receiving Party and its representatives shall promptly return all Confidential Information (including copies) and all documents and tangible materials that contain, reflect, incorporate or are based on Confidential Information received under this Agreement.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

Section 7.01 Customer's Representations and Warranties. Customer represents and warrants that (a) Customer has the right and authority to contract with Service Provider for the Services contemplated by this Agreement; (b) Customer is either the owner, or the authorized agent of the owner, of any Goods tendered to Service Provider; and (c) all documentation Customer provides to Service Provider as required by Service Provider will provide full and accurate information as required for the applicable Service.

Section 7.02 Service Provider's Representations and Warranties.

- (a) **General.** Service Provider represents and warrants that (i) it has the full and unrestricted right, power and authority to enter into this Agreement and to perform its obligations and provide the services, facilities, and resources described in this Agreement in accordance with the terms of this Agreement; and (ii) the performance of its obligations hereunder do not and will not violate (A) any applicable law or regulation, (B) any agreement, obligation or understanding (whether oral or written) to which it is a party, or (C) any third party's property rights.
- (b) **Limited Service Warranty.** Service Provider warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- (c) **Limited Goods Warranty.** Service Provider shall not be liable for any loss or damage to the Goods tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by Service Provider to exercise the level of care with regard to the Goods that a reasonably careful person would have exercised under the circumstances. Service Provider is not liable for damages which could not have been avoided by the exercise of such care.

Section 7.03 Customer's Exclusive Remedy for Breach of Warranties.

- (a) Except to the extent any claim is actually covered by applicable insurance policies or self-insurance, Customer's exclusive remedy for Service Provider's breach of the service warranty contained in Section 7.02(b) regarding any Services provided is Service Provider's refund of the fees paid by Customer in connection with the corresponding Service.
- (b) Except to the extent any claim is actually covered by applicable insurance policies, Customer's exclusive remedy for Service Provider's breach of the goods warranty contained in Section 7.02(c) is recovery of the actual cost to repair, restore and/or replace any loss or damage to Goods.

THIS SECTION 7.03 SETS FORTH CUSTOMER'S SOLE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 7.02(b) AND 7.02(c).

Section 7.04 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE SERVICES OR GOODS, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER IMPLIED, STATUTORY, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SERVICE PROVIDER, OR ANY OTHER PERSON ON SERVICE PROVIDER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 7.02(b) AND 7.03(c).

ARTICLE VIII LIABILITY

Section 8.01 Title, Risk of Loss, Damage.

- (a) It is understood and agreed between the Parties that, unless otherwise expressly agreed to by Service Provider, Service Provider shall not acquire title to or assume risk of loss for any of the Goods on behalf of Customer, and shall not, in the course of providing the Services in accordance with this Agreement or otherwise, acquire title to or assume risk of loss for, or be deemed to have acquired title to or assumed risk of loss for, the Goods whether on behalf of Customer or otherwise.
- (b) Any salvage value will be deducted from Customer's claim against Service Provider for loss or damage. If Customer chooses to not sell or allow the sale of Goods for salvage, the reasonable salvage value shall be deducted from the claim amount due to Customer.

Section 8.02 Limitations of Liability.

- (a) IN NO EVENT SHALL SERVICE PROVIDER OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SERVICE PROVIDER WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY TO CUSTOMER, NOTWITHSTANDING THE NATURE OR GROUNDS FOR ALL CLAIMS, INCLUDING THE BREACH OF THIS AGREEMENT BY SERVICE PROVIDER, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO SERVICE PROVIDER IN THE 3 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

ARTICLE IX INDEMNIFICATION

Section 9.01 Indemnity by Customer. Customer will indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Service Provider Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Service Provider Indemnitee (collectively, "Losses"), arising out of or resulting from any claim of a third party arising out of or occurring in connection with any and all claims, liabilities, expenses and damages (the "Claims") arising out of or with respect to:

- (a) Customer's failure to notify Service Provider of any shipments containing Hazardous Materials, and Customer's failure to comply with all applicable Hazardous Materials laws and regulations;
 - (b) Service Provider's acts in accordance with Customer's instructions;
- (c) Customer's breach of this Agreement, including a breach of any representation or warranty contained in this Agreement; and
 - (d) any violation by Customer of applicable laws or regulations.

Customer shall not have a duty of indemnification to the extent that the Claims arise due to the negligent or willful act or omission of Service Provider.

ARTICLE X TERMINATION

Section 10.01 Termination for Convenience. Either Party may terminate this Agreement for its convenience in whole or in part from time to time, upon giving written notice delivered by certified or registered mail not less than sixty (60) days prior to the termination date specified in the Notice to the other Party. After receipt of the termination Notice, and except as otherwise mutually agreed, Service Provider agrees to continue the Services until such termination date.

Section 10.02 Termination by Service Provider for Breach. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written Notice to Customer if: (i) Customer fails to pay any amount when due and such failure continues for five (5) days after Customer's receipt of written Notice from Service Provider stating with specificity the nonpayment; (ii) Customer has not performed or complied with any of the other material terms or conditions of this Agreement, in whole or in part; (iii) Customer becomes insolvent, is generally unable to pay, or fails to pay, Customer's debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (iv) Goods stored by Customer are a hazard to other property within the Warehouse or to the Warehouse itself or to Persons as a result of the quality or condition of the Goods of which Service Provider had no notice at the time of deposit.

ARTICLE XI FORCE MAJEURE

Section 11.01 No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party.

ARTICLE XII NOTICES

Section 12.01 All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this ARTICLE XII). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the notifying Party has complied with the requirements of this ARTICLE XII. The Parties may change their respective notice addresses by providing Notice as set forth in this ARTICLE XII.

Notice to Service Provider:		Streamline Fulfillment LLC
	Note: Personal Information	
		Email:
		Attention: Phil Foshee – President & Chief Commercial Officer
Notice to Customer:		Grounded People Apparel Inc.
	Note: Personal Information	
		Email: 1
		Attention: Max Justus – CEO

ARTICLE XIII ARBITRATION

Section 13.01 Except for any claims for equitable relief, and claims related to the ownership of any intellectual property, all disputes, claims or controversies arising from or relating to this Agreement, the breach of this Agreement, or the relationships that result from this Agreement, including but not limited to any dispute regarding the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

Section 13.02 The arbitration shall be heard by three (3) neutral arbitrators. Each Party shall choose one arbitrator and those two arbitrators shall choose the third arbitrator, who shall serve as the chair of the arbitration panel. Each arbitrator must be a practicing attorney in good standing with no actual or potential conflicts of interest. To the extent practicable, the arbitrators must have business or legal experience relating to logistics and warehousing. Each arbitrator must be independent of all Parties, witnesses and legal counsel.

Section 13.03 The arbitration hearing shall be conducted in Wenatchee, Washington. Any judicial challenge to the arbitration award shall be filed in a court of competent jurisdiction sitting in Chelan County, Washington.

Section 13.04 The prevailing Party shall be awarded all reasonable fees and costs, including reasonable attorneys' fees and costs, expert witness fees and costs and the fees and costs of the arbitrators, incurred in the arbitration and related proceedings. If both Parties are awarded relief, the arbitration panel shall determine the prevailing Party.

ARTICLE XIV GOVERNING LAW; FORUM; JURY TRIAL

Section 14.01 Choice of Law. This Agreement, including all schedules, attachments, and appendices attached hereto or incorporated by reference herein, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Washington, without regard to the conflict of laws provisions thereof to the extent these principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Washington.

Section 14.02 Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Eastern District of Washington or, if such court does not have subject matter jurisdiction, the courts of the State of Washington sitting in Chelan County, Washington, and any appellate court from any thereof.

ARTICLE XV MISCELLANEOUS

Section 15.01 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Section 15.02 Assignment. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party; provided that Service Provider may use subcontractors to provide certain services for Customer. Notwithstanding the above, either Party may assign any of its rights or delegate any of its obligations to any affiliate or to any third party acquiring all or substantially all of its assets without the consent of other Party.

Section 15.03 Amendment and Modification. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing,

identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

Section 15.04 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 15.05 Entire Agreement. This Agreement (including all Attachments and Exhibits attached hereto) constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Section 15.06 Interpretation. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted and this Agreement shall not be construed against a Party as the drafter. The attachments, schedules, exhibits, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Section 15.07 Survival, Limitation of Actions. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and (b) any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of 12 months after such expiration or termination. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

Section 15.08 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The parties intend and agree that electronic signatures such as via DocuSign, and electronically transmitted copies of signatures via email, fax or otherwise, shall constitute original, delivered, signatures, and that agreements containing the delivered signatures (original or electronic) of all the parties shall constitute a fully executed and delivered original agreement and shall be binding on the parties.

Section 15.09 Signatures. The Parties have executed this Agreement as of the date set forth above by their authorized representatives. Please note that if this Agreement is not fully executed by both Parties, the act of the Customer tendering Goods to Service Provider for services shall constitute the Customer's acceptance of the terms set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

STREAMLINE FULFILLMENT

Note: Personal Information

Name: Phil Foshee

Title: Co-President: Director of Sales &

Marketing

Grounded People Apparel Inc.

By Note: Personal Information

Name: Max Justus

Title: CEO

ATTACHMENT A-2 RATE SCHEDULE



2022 Ecommerce Pricing Schedule



Administrative

Account Setup Direct Shopping Cart Integration Custom API/EDI integration

Note: Commercially Sensitive Information





Storage

Standard Pallet (48x40x60) Monthly **Oversized Pallet** Monthly Per Bin/ Box Monthly

Note: Commercially Sensitive Information



Handling Inbound

Container Unload 20' or Single SKU Container Container Unload 40'/40'HC Cartons **Pallet Inbound**

Note: Commercially Sensitive Information





Per Master Carton Per Unmanipulated Pallet **Pallet Wrapping Paper Order Processing** Drop Ship Fee (Shipping on 3rd party accnt) **International Document Creation** Freight Document Creation / BOL

Note: Commercially Sensitive Information



Pick, Pack, Production & General Labor

Class A Polymailer or Less

Class B Less than 501 in³

Class C Less than 2,001 in³

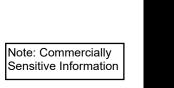
Class D 2,001 in³ +

Packing Slip

Paper Order Processing

Packing Materials

Quality Control (Inspection of Items)





Materials / Shipping / Returns

Pallets
Packaging Materials
Small Parcel Shipping
LTL / TL Freight
Return Processing
Return Shipping

