

MASTER AGREEMENT

This Master Agreement ("Master Agreement") is between RFXPremier and Culinary Depot, whose primary business address is 67 NY-59, Spring Valley, NY 10977 ("Contractor"). RFXPremier and Contractor may each be referred to as a "Party" and collectively as "Parties."

BACKGROUND

- A. RFXPremier seeks to establish a cooperative contracting relationship with Contractor to provide goods and services to non-profit, private, and public purchasing entities.
- B. This Master Agreement sets forth the terms and conditions under which Contractor will supply such goods and services to these entities through the Procurement Professionals Alliance ("PPA")/RFXPremier ("RFXP") program.

The Parties agree as follows:

I. Term of Agreement

- 1.1 **Effective Date.** This Master Agreement is effective upon the date of last signature.
- 1.2 **End Date.** This Master Agreement will continue for a period of two (2) years, unless otherwise terminated by either Party in writing.
- 1.3 **Termination for Cause.** Either Party may terminate this Master Agreement upon breach by the other party, subject to thirty (30) days' written notice and opportunity to cure.
- 1.4 **Termination for Convenience.** Either Party may terminate this Master Agreement, without cause, upon no less than sixty (60) days' written notice to the other Party.

II. Cooperative Purchasing Mechanism

- 2.1 **Marketing and Administration.** Lead Entity shall administer this Master Agreement as a convenient and cost-effective contracting vehicle for use by states, territories, counties, cities, and other political subdivisions, higher education, K-12, healthcare, tribal, and nonprofit organizations ("Eligible Entities").
- 2.2 **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with Lead Entity and PPA/RFXP.
- 2.3 **Logo Use.** The PPA/RFXP logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with PPA/RFXP.
- 2.4 **No Representations.** The Contractor shall not make any representations concerning Lead Entity, PPA/RFXP or any nonprofit, private, or public entities purchasing under this Master Agreement ("Buyers") as to the quality or effectiveness of the goods or services provided herein, without prior written consent.

III. Purchasing and Contract Administration

- 3.1 **Goods and Services.** Contractor will provide the goods and services to Eligible Entities as set forth in Attachment A, as attached and incorporated herein.

- 3.2 **Pricing.** The prices contained in Attachment A represent the not-to-exceed price Offered by Contractor. All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 3.3 **Shipping.** All deliveries will be F.O.B. destination. All shipping costs must be clearly set forth in the purchase order and pre-approved by Buyer.
- 3.4 **Purchase Orders.** Contractor shall require all Buyers to include the following language in each purchase order: "Buyer shall hold Procurement Professionals Alliance harmless and, to the extent permitted by law, shall indemnify Procurement Professionals Alliance and RFXPremier from all third-party claims or causes of action, arising from goods and services acquired under this Purchase Order."
- 3.5 **Administrative Fee.** Contractor shall pay PPA a fee for management and marketing of the Master Agreement ("Administrative Fee") equal to one percent (1% or 0.01) of each sale of products or services under this Master Agreement no later than sixty (60) days following the end of each calendar quarter. The Administrative Fee applies to the cost of the goods and services, less any charges for taxes or shipping. The PPA/RFXP Administrative Fee is not negotiable and must be included in the overall cost provided to the Buyer and not shown as a separate line item.
- 3.6 **Sales Data Reporting.** Contractor shall report to PPA/RFXP all sales made under this Master Agreement which Contractor has invoiced and received payment for, including orders for personal use, if applicable ("Sales Data").
- 3.6.1 **Summary Sales.** Contractor shall provide a summary of the Sales Data ("Summary Sales Data") using a reporting tool or template provided by PPA/RFXP. Contractor shall provide PPA/RFXP with Summary Sales Data each calendar year quarter, no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 3.6.2 **Detailed Sales.** Within sixty (60) days following the end of each calendar year quarter, Contractor shall provide PPA/RFXP with detailed sales Data, including but not limited to customer name and address and line-item ordering detail ("Detailed Sales Data"). PPA/RFXP will work collaboratively with Contractor to determine the appropriate data and means of reporting.

IV. Indemnification and Insurance

- 4.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless Lead Entity, PPA, and RFXP along with their officers and employees, from and against any third-party claims, damages, or causes of action, including reasonable attorneys' fees and related costs, for any death, injury, or damage to tangible property arising from the sale or use of any product or service sold under this Master Agreement.
- 4.2 **Insurance.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, commercial insurance sufficient to cover its obligations, including indemnity, contained in this Master Agreement.

V. General Provisions

- 5.1 **Confidentiality.** Parties may have access to information that is confidential, proprietary, or trade secret, including information provided by the other Party, as well as by Buyers, which may also include information on individuals ("Confidential Information"). Parties acknowledge that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm and loss to the disclosing party or other individuals. Therefore, Parties shall (a) use Confidential Information for the sole purpose of performing under this Agreement, (b) limit dissemination of Confidential Information to only those employees and representatives who have a need to know the Confidential Information, and (c) not disclose the Confidential Information to any other person or entity without the approval of disclosing Party or Buyer, if applicable.
- 5.2 **Amendments.** This Agreement may only be amended or modified in writing upon agreement by both Parties.
- 5.3 **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.
- 5.4 **Notice.** All notices concerning enforcement, modification, amendment, interpretation, or dispute resolution of this Agreement must be in writing and be delivered to the other Party's signatory to this Agreement.
- 5.5 **Dispute Resolution.** In the event of a dispute concerning this Agreement, Parties shall attempt to resolve the dispute in good faith through non-binding meditation prior to any formal legal action.
- 5.6 **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement will not be affected and will be enforced to the greatest extent permitted by law.
- 5.7 **Waiver.** The waiver of either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or other provisions.
- 5.8 **Governing Law, Jurisdiction, and Venue.** Any claim or cause of action must be brought in a court of competent jurisdiction within the Commonwealth of Kentucky, Fayette County, and will be subject to Kentucky law, without regard to its choice of law provisions.
- 5.9 **Survivability.** Survivability. Sections 3.5, 3.6, 4.1, 5.1, 5.4, 5.5, 5.6, 5.7, and 5.9 will survive expiration or termination of this Agreement.

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The Parties accept the terms of this Agreement as of the dates set forth below.

For RFXPremier

Name Jaime C. Schorr
Title Chief Growth Officer

Signature: Jaime C. Schorr Date: February 19, 2026

For Contractor:

Name Ariel Sabin
Title Sales/Contracts Manager

Signature:  Date: 2/19/2026

ATTACHMENT A

Contractor shall provide a comprehensive, full-line catalog of Industrial Kitchen Supplies, including the following categories listed below.

Pricing under this Master Agreement shall be established through minimum discounts off Manufacturer's Suggested Retail Price (MSRP), as submitted by Contractor and accepted by RFXPremier.

In addition to the specific manufacturers or brands identified in Contractor's pricing submission, this Master Agreement shall also apply to **all other manufacturers, brands, and product lines currently offered or subsequently added by Contractor**, provided such products fall within the scope of Industrial Kitchen Supplies as described herein. All such products shall be subject to the same discount structure and terms and conditions of this Master Agreement.

Category 1 - Commercial Kitchen Equipment and Appliances	Manufacturer / Brands	Minimum Discount (%)	Notes
Commercial-grade kitchen equipment and appliances, which may include, but are not limited to: Ovens (convection, combination, deck, and conveyor types - Ranges, griddles, and cooktops - Fryers and steamers - Refrigeration and freezer units (reach-in, undercounter, walk-in, and blast chillers) - Dishwashers and warewashing systems - Ice machines, beverage dispensers, and food holding/warming units	Hobart	33	
	Vulcan	65	
	Southbend	60	
	Cleveland	26	
	Traulsen	60	
	True	70	
	Kolpak	4	
	Hoshizaki	65	
	Rational	40	
	Alto Shaam	40	
	Champion	47	
	Groen	58	
	Dealers Choice	68	
Centerline	62		
Spec Line	60		

Category 2 - Smallwares and Kitchen Accessories	Manufacturer / Brands	Minimum Discount (%)	Notes
Smallwares and expendable kitchen items including, but not limited to: Cookware, bakeware,	Winco	61	
	Vollrath	52	
	Steelite	50	

utensils, and cutlery - Food storage containers and pans - Mixing, preparation, and measuring tools - Serving ware, trays, and cafeteria items - Safety apparel and personal protective equipment used in kitchen environments	American Metalcraft	45	
	Dexter	48	
	Cambro	45	
	Carlisle	45	
	Tuxton	68	
	Libbey	38	
	Tablecraft	40	
	Browne USA	40	

Category 3 - Supporting Infrastructure and Furnishings	Manufacturer / Brands	Minimum Discount (%)	Notes
Infrastructure products such as: Stainless steel tables, counters, and shelving units - Serving lines, buffet systems, and food display cases - Food transport carts, dollies, and insulated carriers - Storage systems and racking - Sanitation and waste management systems	John Boos	56	
	Advance Tabco	58	
	Delfield	59	
	Duke	55	
	Aero	50	
	Randell	54	
	Food Warming Equipment	50	
	Metro	60	
	Carter Hoffman	50	
	Salvajor	55	
	Insinkerator	50	
	Crescor	51	
	Vollrath	52	
	Quantum	60	

Additional Pricing Elements	Unit of Measure	Price or Discount	Notes
Standard Installation Services	Per tech per hour	\$175	Also able to quote install on a per job basis instead of hourly if preferred
Preventive Maintenance Program			Not Offered
Extended Warranty Coverage		TBD	TBD based on MFR, item category and number of years
Training Services (On-site or Virtual)		TBD	TBD Based on MFR, number of hours, on site vs virtual