

MASTER AGREEMENT

This Master Agreement ("Master Agreement") is between Procurement Professionals Alliance, an Arizona-based non-profit corporation, on behalf of its RFXPremier cooperative contracting division ("PPA/RFXP"), and Undrdog Athletix, whose primary business address is 18625 S 187 PL Queen Creek, AZ ("Contractor"). PPA/RFXP and Contractor may each be referred to as a "Party" and collectively as "Parties."

BACKGROUND

- A. PPA/RFXP seeks to establish a cooperative contracting relationship with Contractor to provide Sports Uniforms and Consumables 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 PPA/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 years, unless otherwise terminated by either Party in writing.
- 1.3 **Termination.** Either Party may terminate this Master Agreement upon breach by the other party, subject to thirty (30) days' written notice and opportunity to cure.

II. Discount Structure

- 2.1 Contractor provides the following minimum discounts on their pricing:
 - 2.1.1 10% Discount for all customers
 - 2.1.2 18% Discount for customers who return to order from Contractor the following year
 - 2.1.3 25% Discount for customers who return to order from Contractor for a third year

III. Cooperative Purchasing Mechanism

- 3.1 **Marketing and Administration.** PPA/RFXP shall market and 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").
- 3.2 **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with PPA/RFXP.
- 3.3 **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.
- 3.4 **No Representations.** The Contractor shall not make any representations concerning 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.

IV. Purchasing and Contract Administration

- 4.1 **Goods and Services.** Contractor will provide the goods and services to Eligible Entities as set forth in Attachment A, as attached and incorporated herein.
- 4.2 **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.
- 4.3 **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.
- 4.4 **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.”
- 4.5 **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 (30) 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.
- 4.6 **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”).
 - 4.6.1 **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.
 - 4.6.2 **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.

V. Indemnification and Insurance

- 5.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless 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.

- 5.2 **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.

VI. General Provisions

- 6.1 **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.
- 6.2 **Amendments.** This Agreement may only be amended or modified in writing upon agreement by both Parties.
- 6.3 **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.
- 6.4 **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.
- 6.5 **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.
- 6.6 **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.
- 6.7 **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.
- 6.8 **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.
- 6.9 **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.

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

For PPA:

Name Jaime Schorr

Title Interim Chief Growth Officer

Signature:

Jaime C. Schorr

Date:

7/17/2025

For Contractor:

Name: Brandon Alexander

Title: Owner, Undrdog Athletix

Signature:

Signed by:
brandon alexander
74DE2678AFAF417...

Date:

7/16/2025

Attachment A:

PROPOSED COSTS[illegible]

UDX "GENBIB" PRO-SERIES SOFTBALL JERSEY (SUBLIMATED) - 2 BUTTON	\$49	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX "GENBIB" PRO-SERIES SOFTBALL JERSEY (SUBLIMATED) - V NECK	\$44	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX "YEARLESS" PRO-SERIES SOFTBALL JERSEY (EMBROIDERED) - 6 BUTTON	\$69	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX "YEARLESS" PRO-SERIES SOFTBALL JERSEY (EMBROIDERED) - 2 BUTTON	\$59	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX "YEARLESS" PRO-SERIES SOFTBALL JERSEY (EMBROIDERED) - V NECK	\$54	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES MESH SOFTBALL JERSEY (SUBLIMATED) - 6 BUTTON	\$59	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES MESH SOFTBALL JERSEY (SUBLIMATED) - 2 BUTTON	\$49	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES MESH SOFTBALL JERSEY (SUBLIMATED) - V NECK	\$44	10% - 1 YEAR COMMITMENT	
UDX PRO-SERIES "KNICKER" SOFTBALL PANTS (SUBLIMATED)	\$50	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES "KNICKER" SOFTBALL PANTS (EMBROIDERED)	\$55	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
MEN'S BASKETBALL			
UDX "GENBIB" PRO-SERIES BASKETBALL JERSEY (SUBLIMATED)	\$55	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX "GENBIB" PRO-SERIES BASKETBALL SHORTS (SUBLIMATED)	\$45	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES REVERSIBLE BASKETBALL JERSEY (SUBLIMATED)	\$65	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES REVERSIBLE BASKETBALL SHORTS (SUBLIMATED)	\$55	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES PERFORMANCE SHOOTING SHIRT - TANK (SUBLIMATED)	\$47	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES PERFORMANCE SHOOTING SHIRT - SHORT SLEEVE (SUBLIMATED)	\$50	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES PERFORMANCE SHOOTING SHIRT - LONG SLEEVE (SUBLIMATED)	\$53	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
WOMEN'S BASKETBALL			
UDX "GENBIB" PRO-SERIES BASKETBALL JERSEY (SUBLIMATED)	\$55	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX "GENBIB" PRO-SERIES BASKETBALL SHORTS (SUBLIMATED)	\$45	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES REVERSIBLE BASKETBALL JERSEY (SUBLIMATED)	\$65	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES REVERSIBLE BASKETBALL SHORTS (SUBLIMATED)	\$55	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES PERFORMANCE SHOOTING SHIRT - TANK (SUBLIMATED)	\$47	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES PERFORMANCE SHOOTING SHIRT - SHORT SLEEVE (SUBLIMATED)	\$50	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES PERFORMANCE SHOOTING SHIRT - LONG SLEEVE (SUBLIMATED)	\$53	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
MEN'S SOCCER			
UDX "GENBIB" PRO-SERIES SOCCER JERSEY (SUBLIMATED)	\$48	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX "GENBIB" PRO-SERIES SOCCER SHORTS (SUBLIMATED)	\$38	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES REVERSIBLE SOCCER JERSEY (SUBLIMATED)	\$58	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES REVERSIBLE SOCCER SHORTS (SUBLIMATED)	\$48	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
UDX PRO-SERIES GOALKEEPER SOCCER LONGSLEEVE (SUBLIMATED)	\$48	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT25% 3 YEAR COMMITMENT
WOMEN'S SOCCER			

UDX PRO-TEAM CUSTOM GAME-DAY SHORTS (PERFORMANCE)	\$36	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT	25% 3 YEAR COMMITMENT
UDX PRO-TEAM CUSTOM GAME-DAY REVERSIBLE SHORTS (PERFORMANCE)	\$44	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT	25% 3 YEAR COMMITMENT
UDX PRO-TEAM CUSTOM BLUE-CHIP POLO (PERFORMANCE)	\$48	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT	25% 3 YEAR COMMITMENT
UDX FAN TEAM UNIFORM (ALL SPORTS) - SUBLIMITED	\$55	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT	25% 3 YEAR COMMITMENT
UDX FAN TEAM JERSEY (ALL SPORTS) - EMBROIDERED	\$65	10% - 1 YEAR COMMITMENT	18% - 2 YEAR COMMITMENT	25% 3 YEAR COMMITMENT