

MASTER AGREEMENT

This Master Agreement (“Master Agreement”) is between RFXPremier and The Wasserstrom Company, whose primary business address is 4500 E Broad Street Columbus OH 43213 (“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 4/1/2026 rather than 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 ninety (90) 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: March 4, 2026

For Contractor: The Wasserstrom Company

Name Cathy King

Title EVP of Sales

Signature: 01856AD9D3E0441... Date: 3/2/2026

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. Application of the established discount structure to additional manufacturers, brands, or product lines shall be subject to Contractor’s commercially reasonable ability to extend such discounts based on manufacturer pricing programs, cost support, and market conditions. Where equivalent manufacturer support is available, the same discount structure shall apply. In circumstances where manufacturer programs do not support the established discount levels, Contractor agrees to offer the participating entities the most competitive pricing available.

Category 1 - Commercial Kitchen Equipment and Appliances	Manufacturer / Brands	Minimum Discount (%)	Notes
Combi Ovens	Convotherm	50/10% List Price	
	Alto Shaam	50% off List Price	Alto Shaam comes additional year warranty when purchased through Wasserstrom
	Rational	30% off List Price	
Convection Ovens	Garland	50/10% off List Price	
	Southbend	50/15% off List Price	
	Vulcan	Lowest Permittable sell price + free lift gate	
Tilt Skillet	Cleveland	10/5% off List Price	
	Southbend	50/15% off List Price	
	Vulcan	50/5/5% off List Price	
Steamers	Cleveland	10/5% off List Price	
	Southbend	50/15% off List Price	
	Vulcan	50/5/5% off List Price	
Warewashing	Champion	30% off List Price	
	Insinkerator	50% off List Price	
Cooking	Garland	50/10% off List Price	
	Lincoln	50/10% off List Price	
Food Holding/ Warming	Metro	50% off List Price	

	Vulcan	Lowest Permittable sell price + free lift gate	
	Cres Cor	40% off List Price	
Fryers	Atosa	Lowest Permittable sell price + free lift gate	
	Vulcan	50/5/5% off List Price	
	Pitco	50% off List Price	
Blast Chiller	Alto Shaam	15% off List Price	
	American Panel	35% off List Price	
	Victory	50/5% off List Price	
Refrigeration	Atosa	Lowest Permittable Price + Free Lift Gate	
	Hoshizaki	50% off List Price	
	TRUE	Lowest Permittable Price + Free Lift Gate	
Freezer	Atosa	Lowest Permittable Price + Free Lift Gate	
	Hoshizaki	50% off List Price	
	TRUE	Lowest Permittable Price + Free Lift Gate	
Ice Machines	Maxx Ice	50% off List Price	
	Scotsman	50/10% off List Price	
	Hoshizaki	50% off List Price	
Milk Coolers	Maxx Cold	50/10/10 off List Price	
	TRUE	50% off List Price Lowest Permittable Price + Free Lift Gate	
	Continental	50/10/10 off List Price	

Category 2 - Smallwares and Kitchen Accessories	Manufacturer / Brands	Minimum Discount (%)	Notes
Cookware	Darling	50/30% off List Price	
	Brown Halco	45% off List Price	
	Vollrath	40% off List Price	
Bakeware	Darling	50/30% off List Price	
	Brown Halco	45% off List Price	
	Vollrath	40% off List Price	
Utensils	Darling	50/30% off List Price	
	Brown Halco	45% off List Price	
	Vollrath	40% off List Price	
Cutlery	Darling	50/30% off List Price	
	Brown Halco	45% off List Price	

	Victorinox	34 % off List Price	
Storage Containers	Darling	50/30% off List Price	
	Winco	50/10% off List Price	
	Carlisle	35% off List Price	
Food Pans S/S	Darling	50/30% off List Price	
	Winco	50/10% off List Price	
	Vollrath	40% off List Price	
Prep and Measuring	Darling	50/30% off List Price	
	Brown Halco	45% off List Price	
	Vollrath	40% off List Price	
Trays	Carlisle	35% off List Price	
	Cambro	40% off List Price	
Safety	Darling	50/30% off List Price	
	Winco	50/10% off List Price	
	Carlisle	35% off List Price	
PPE	Darling	50/30% off List Price	
Thermometers	Winco	50/10% off List Price	
	Taylor	50% off List Price	
	Carlisle	35% off List Price	
Cutting Boards	Winco	50/10% off List Price	
	Vollrath	40% off List Price	
	Carlisle	35% off List Price	

Category 3 - Supporting Infrastructure and Furnishings	Manufacturer / Brands	Minimum Discount (%)	Notes
Stainless Steel Tables	Darling	50/30% off List Price	
	BK Resource	25% off List Price	
	Advance Tabco	40% off List Price	
Shelving Units / Storage Systems / Racking	Darling	50/30% off List Price	
	Quantum	50/25% off List Price	
	Metro	50/5% off List Price	
Serving Tables	BK Resource	25% off List Price	
	Vollrath	30% off List Price	
	Advance Tabco	40% off List Price	
Display Cases	Atosa and True	Lowest allowable sell price + free liftgate	
	Federal	50% off List Price	

	Structural	50/5% off List Price	
Sanitation	Darling	50/30% off List Price	
	Winco	50/10% off List Price	
	Carlisle	35% off List Price	
Waste Management Systems and Sinks	Insinkerator	50% off List Price	
	BK Resource	25% off List Price	
	Advance Tabco	40% off List Price	
Food Transport Carts	Metro	50% off List Price	
	Vulcan	Lowest Permittable sell price + free lift gate	
	Cres Cor	40% off List Price	
Food Shields / Sneeze Guards	BK Resource	25% off List Price	
	Vollrath	30% off List Price	
	Advance Tabco	40% off List Price	

Additional Pricing Elements	Unit of Measure	Price or Discount	Notes
Standard Installation Services	Quoted at time of Installation	Quoted at time of Installation	
Preventive Maintenance Program	Quoted at time of Installation Discussion	Quoted at time of Installation Discussion	
Extended Warranty Coverage	Vendor Specific - Quoted at time of Installation Discussion	Vendor Specific - Quoted at time of Installation Discussion	
Training Services (On-site or Virtual)	Vendor Specific - Quoted at time of Installation Discussion	Vendor Specific - Quoted at time of Installation Discussion	

***** Design fees will be credited back at the rate of 1% of equipment purchased for the respective project up to the full amount of the design fee*****