

SUPPLIER AGREEMENT

Agreement Number: 061223a

Effective Date: August 1, 2023

“Company”:	Park Street Imports, LLC	“Supplier”:	Hook Hand Rum Inc.
Address:	1000 Brickell Ave, Suite 215	Address:	30262 Crown Valley Parkway, Unit 392
City, State, Zip, Country:	Miami, FL 33131 USA	City, State, Zip, Country:	Laguna Niguel, CA 92677 USA
Agreement Contact:	Lance Willner	Agreement Contact:	Dan Olson
Tel:	+1 305 967 7440	Tel:	+1 949 300 3756
Email:	lwillner@parkstreet.com	Email:	dan@hookhandrum.com

This Supplier Agreement (the “Agreement”) is entered into by and between the Company and the Supplier as of the date first set forth above (the “Effective Date”). The Company and the Supplier may be referred to herein collectively as the “Parties” and individually as a “Party.” The Supplier is a manufacturer, owner, importer, and/or distributor of alcoholic beverage brands and products (the “Product” or “Products”). The Company is a technology-enabled importer and distributor of alcoholic beverages. The Supplier and the Company desire that the Company shall act as importer and/or distributor, as applicable, of the Products in the United States (the “Territory”).

1. **Appointment.** The Supplier warrants and represents that it is the manufacturer and/or sole source of the Products in the Territory. The Supplier hereby appoints the Company as an authorized importer, as applicable, and distributor in the Territory and grants it the right to import, sell, and distribute the Products in the Territory (individually and collectively, “Distribute”). New or additional Products may be added to this Agreement upon the agreement of both Parties. The terms “Distribute” and “Distribution” may be used interchangeably herein.

2. **Purchase Orders.** The Company will purchase Product from the Supplier as set forth in one or more purchase orders issued by the Company and accepted by the Supplier. Any purchase of Product by the Company shall be evidenced by a valid and duly authorized purchase order issued by the Company to the Supplier, which such purchase order must specify the Products, quantities, pricing, and payment terms of the order (each a “Purchase Order”). No obligation to purchase Product shall exist other than as set forth in a Purchase Order.

3. **Processed Case.** A “Processed Case” shall mean any case of Product sold by, or otherwise processed, staged or transferred by Company, or shipped to a third party by Company or in connection with a Company license.

4. **Distributor Margin.** Company shall earn a fixed margin (the “Distributor Margin”) on each Processed Case based on the Margin Rate (as defined herein).

5. **Margin Rates.** “Margin Rate” shall mean, individually and collectively, the rates set forth in Schedule 1 hereto based on calendar year aggregate case volume across all order types.

6. **Distributor Function.** With respect to Distribution, the Company shall perform the “Distribution Functions” as set forth in Schedule 2 hereto.

7. **Additional Variable Margin.** The Parties acknowledge and agree that all shipping and handling expenses related to the Products and/or the Distribution thereof, as contemplated hereunder, whether incurred by the Supplier directly or by the Company, including but not limited to expenses such as ocean freight, warehousing, domestic freight, local delivery, software license fees, insurance, federal and state taxes and duties, administrative fees, legal fees, bank fees, finance fees, state license and registration fees, U.S. Customs fees, filing fees, and/or custom brokerage fees (the “Shipping and Handling Costs”) shall be the obligation of the Supplier, provided such Shipping and Handling Costs shall be subject to commercially reasonable

documentation. Shipping and Handling Costs may be billed to the Supplier either by the Company or directly by a vendor or governmental authority as applicable.

8. **Software.** The Parties acknowledge and agree that the Company's ability to perform its Distribution function as contemplated hereunder shall depend on the Supplier providing the Company accurate and timely information, including information related to the Products, via the Company's software system. Simultaneous with the execution of this Agreement, the Supplier shall enter into a software services agreement and related terms of use with Park Street Software Solutions, LLC ("PSS") in order to obtain a limited, non-exclusive right to access and use PSS's cloud-based data platform and software applications (individually and collectively, the "Platform"). The Parties agree that the Supplier shall receive a credit toward the Distributor Margin each month in an amount equal to the monthly Discounted Subscription Rate (as defined in the agreement between the Supplier and PSS) actually paid by the Supplier to PSS (the "License Fee Credit") in a given month, provided however in no event shall the License Fee Credit exceed the Distributor Margin in any given month. Therefore, the License Fee Credit shall be capped at the amount of the Distributor Margin in any given month. The Supplier acknowledges that it has received and reviewed such software services agreement and related terms of use prior to executing this Agreement.

9. **Initial Deposit.** Upon execution of this Agreement, the Supplier shall pay an initial deposit in the amount of one thousand dollars (\$1,000), which shall be applied to fees and expenses set forth herein.

10. **Confidentiality.** Each Party acknowledges that it may receive Confidential Information (as defined herein) from the other Party hereunder and understands that "Confidential Information" means the terms and language set forth herein, the terms and language of any agreement between the Supplier and any Company Affiliate (as defined in the Uniform Commercial Code), including without limitation PSS, and any proprietary information, technical data, trade secrets or know-how belonging to the other Party, including, but not limited to, Product formulas, Product ingredients, customer information, software, processes, designs, finances, web-services, or other information relating to the Distribution, or other business information disclosed to the receiving Party by the other Party either directly or indirectly in writing, orally or otherwise. Each Party agrees that Confidential Information shall be treated and kept as confidential and secret and shall not, without the other Party's prior written consent or as required by law or regulation, be disclosed by the receiving Party or its representatives in any manner, whatsoever, in whole or in part, and shall not be used by the receiving Party or its representatives other than as necessary in accordance with this Agreement. Each Party shall, and shall cause all of its employees to, make all commercially reasonable efforts to protect and safeguard the Confidential Information. The Parties agree that Confidential Information does not include any of the foregoing items that (i) has become publicly known and made generally available through no wrongful act or omission of a Party or of others or (ii) was known by the recipient Party prior to disclosure by the disclosing Party and the recipient Party can provide reasonable documentation of such. The Parties further agree that Company shall be authorized to submit Confidential Information with respect to the Products to regulatory and governing entities as required in connection with the Distribution or as required by law or regulation or by any federal or state regulatory agency.

11. **Supplier User Account.** The Parties acknowledge and agree that data and documents uploaded to the Supplier's user account in the Platform (the "Supplier User Account") by the Company, including but not limited to Purchase Orders, invoices, statements, notices, transaction histories, and account activity reports shall be deemed delivered to Supplier upon upload.

12. **Know Your Supplier.** Supplier shall promptly furnish to the Company such documentation and other information as may be reasonably requested by the Company from time to time, or as may be required by financial institutions or regulatory authorities under applicable "know your supplier" or "know your customer" and anti-money laundering rules, regulations, or laws.

13. **Inflation Adjustment.** The "Inflation Adjustment Rate" shall be defined as the greater of the percent change during the preceding twelve (12) month period in selected intermediate demand price indexes for services (not seasonally adjusted) as reported by the U.S. Bureau of Labor Statistics in the Producer Price Indexes or three and three quarters percent (3.75%). Upon completion of each calendar year, the Margin Rate shall be adjusted based on the Inflation Adjustment Rate, which such adjustment shall be effective as of the first day following the completion of the preceding calendar year. Any partial calendar year periods shall be adjusted on a pro rata basis.



14. **No Consignment.** In the event that the Company stores Product on behalf of the Supplier, which such Product the Company has not purchased, the Company's storage of such Product shall be performed in the capacity of a bailee and any subsequent sale of Product by the Supplier to the Company pursuant hereto shall be a bona fide sale and under no circumstances shall this Agreement be deemed a consignment agreement or constitute a consignment relationship. Supplier shall retain title to any bailed Product.

15. **Term and Termination.** In order to secure the Margin Rate and the other terms set forth herein, the term of this Agreement shall be twelve (12) months commencing as of the Effective Date (the "Initial Term") and shall renew automatically for subsequent additional twelve (12) month periods (the "Renewal Terms"). Either Party may terminate this Agreement at any time in its sole discretion upon six (6) months' written notice to the other Party, provided however the Party desiring to issue such termination notice must be in compliance with its obligations hereunder and under all other written agreements, if any, executed among the Parties' and/or among Supplier and any Company Affiliate in order to have the authority to exercise such right. In the event of a breach of any material term contained in the Agreement, the non-breaching Party may terminate the Agreement upon written notice to the other Party, provided that, except where such breach is related to non-payment, the other Party shall have thirty (30) calendar days from the date of notice to cure such breach; provided however that in the event such breach cannot reasonably be cured within such thirty (30) calendar day period and the breaching Party commences and diligently pursues cure of such breach within such period, the period for cure shall be extended for a reasonable period of time under the circumstances, provided that such period shall in no event exceed an additional sixty (60) calendar days. The cure period for a breach related to non-payment of amounts due hereunder shall be five (5) calendar days from the date of notice.

16. **Entire Agreement.** This Agreement contains the entire agreement among the Parties hereto with respect to the matters herein contained and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

17. **Governing Law, Venue.** This Agreement will be governed and construed in accordance with the internal laws of the State of Florida without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida. The Parties further agree that the venue for any proceeding or judgement entered by any court in respect thereof shall be exclusively the courts of the State of Florida, County of Miami-Dade, or in the U.S. District Court for the Southern District of Florida.

18. **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that she/he/they is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Company:	Park Street Imports, LLC	Supplier:	Hook Hand Rum Inc.
Signature:		Signature:	
Name:	Harald Kohlmann, Ph.D.	Name:	Dan Olson
Title:	CEO	Title	Owner

Schedule 1

Margin Rates

Warehouse Order Margin Rate – Domestic Spirits

Each Volume Tier shall be billed individually at the applicable Per Case Rate. For the avoidance of doubt and by way of example, 59,999 cases would be billed as follows: (i) 15,000 cases at \$3.00 per case, then (ii) 14,999 cases at \$2.50 per case, and then (iii) 30,000 cases at \$2.00 per case.

Start Volume Tier (Cases)	End Volume Tier (Cases)	Per Case Rate
0	15,000	\$3.00
15,001	29,999	\$2.50
30,000	59,999	\$2.00
60,000	99,999	\$1.50
100,000	149,999	\$1.00
150,000	150,000+	\$0.75

Direct Order Margin Rate – Domestic Spirits

Direct Orders shall be a minimum of five hundred sixty (560) cases in order to qualify for the Direct Order Margin Rate. For direct orders which are less than five hundred (560) cases, the Warehouse Order Margin Rate shall apply.

Each Volume Tier shall be billed individually at the applicable Per Case Rate. For the avoidance of doubt, an example of the individual Volume Tier billing calculation is provided above.

Start Volume Tier (Cases)	End Volume Tier (Cases)	Per Case Rate
0	15,000	\$2.00
15,001	29,999	\$1.50
30,000	59,999	\$1.25
60,000	99,999	\$1.00
100,000	149,999	\$0.75
150,000	150,000+	\$0.50

Retail Order Margin Rate – Domestic Spirits

Each Volume Tier shall be billed individually at a Per Case Rate. For the avoidance of doubt, an example of the individual Volume Tier billing calculation is provided above.

Start Volume Tier (Cases)	End Volume Tier (Cases)	Per Case Rate
0	15,000	\$6.50
15,001	29,999	\$6.00
30,000	59,999	\$5.50
60,000	99,999	\$5.00
100,000	149,999	\$4.75
150,000	150,000+	\$4.50

Schedule 2

Distribution Functions

The Distribution Functions shall mean the following, to the extent each individual item may be applicable:

- 1) Manage federal level regulatory compliance
 - a) Food and Drug Administration (FDA) requirements
 - b) FDA filings and inspections
 - c) COLA waivers
 - d) Federal formula submissions
 - e) Transfer federal label approvals (as applicable)
 - f) Federal label approvals, including trade names upon request
- 2) Manage federal importing
 - a) Customs clearance
 - b) Federal Excise Tax (FET) payment
- 3) Manage state level regulatory compliance
 - a) Brand registrations
 - b) Price posting
 - c) Gallonage reporting
 - d) Sales broker/solicitor applications/registrations
- 4) Manage freight and logistics
 - a) Product transportation (e.g., ground, ocean, air freight)
 - b) Product storage
- 5) Maintain property insurance on Product in the Company's care, custody, and control
 - a) In a Company contracted warehouse
 - b) In transit, provided transit is contracted by the Company and title or risk of loss resides with the Company
- 6) Manage order processing and customer service
 - a) Order receipts
 - b) Order review
 - c) Order fulfillment
 - d) Sample management
 - e) Customer inquiries
- 7) Maintain key accounting functions
 - a) Sales invoices
 - b) Accounts receivable
 - c) Invoice receipts
 - d) Invoice review
 - e) Accounts payable
 - f) Recording of payments made and received
- 8) Support Supplier with respect to invoices issued by distributors with respect to Supplier marketing activities ("Billbacks")
 - a) Billback invoice receipts
 - b) Posting of Billback invoices to the Platform
 - c) Payment of Billback invoices
 - d) Processing of distributor auto-deductions
 - e) Billback invoice inquiries

- 9) Provide data reporting via the Platform
 - a) Sales
 - b) Accounts receivable
 - c) Accounts payable
 - d) Payment receipts
 - e) Inventory
 - f) Expenses
 - g) Balance Account balance
- 10) Produce a month-end activity report
 - a) Account activity
 - b) Accounts receivables aging
 - c) Inventory
 - d) Sales
 - e) Payment receipts
 - f) Expenses
 - g) Balance Account balance

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BAILMENT STORAGE AGREEMENT

Agreement Number: 061223a
Effective Date: August 1, 2023
Company: Park Street Imports, LLC
Supplier: Hook Hand Rum Inc.

The Company and the Supplier may be referred to herein collectively as the “Parties” and individually as a “Party.” The Company provides warehousing/storage solutions for alcoholic beverage products, and the Supplier desires that the Company provide such solutions for its alcoholic beverage products. The Parties hereby acknowledge and agree to the terms and conditions set forth herein.

- Delivery and Storage of Products; Bailment.** Supplier may from time-to-time ship, or otherwise cause to be delivered, to the Company certain alcoholic beverage products (the “Products”) for storage in one or more Company contracted locations (the “Bailed Inventory”). Title to and ownership of the Bailed Inventory furnished pursuant to this Bailment Agreement shall remain with the Supplier until such time as it is transferred to a wholesaler as part of a bona fide sale.
- Bailed Inventory.** The Company shall segregate the Bailed Inventory from alcoholic beverage product owned by the Company.
- Orders.** In order to purchase Product from the Supplier out of the Bailed Inventory, the Company, or any other wholesaler as may be the case, must place an order in writing or by telephone with an authorized representative of the Supplier (who need not be on the warehouse premises but must be considered to have custody of the Product) and such order must have been accepted by the Supplier.
- Accessibility.** The Bailed Inventory shall be readily accessible to the Supplier without consent of the Company, and the Supplier shall be free to sell the Bailed Inventory to purchasers other than the Company.
- Commercial Records.** The Supplier and Company shall maintain adequate commercial records that show the transfers of the Products to and from the Bailed Inventory to the Company’s inventory of products or to any other purchaser as may be applicable.
- Transfer of Product.** The transfer of Product from the Bailed Inventory to the Company’s inventory of products must be a final bona fide sale.
- Miscellaneous.** Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations. This Bailment Agreement contains the entire agreement among the Parties hereto with respect to the matters herein contained and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, related to bailment storage. The provisions of this Bailment Agreement may be amended only with the written consent of the Supplier and the Company. This Bailment Agreement will be governed and construed in accordance with the internal laws of the State of Florida without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida. The Parties further agree that the venue for any proceeding or judgement entered by any court in respect thereof shall be exclusively the courts of the State of Florida, County of Miami-Dade, or in the U.S. District Court for the Southern District of Florida. The Parties and their respective counsel have participated jointly in the negotiation and drafting of this Bailment Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Bailment Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions hereof. Each person signing this Bailment Agreement represents and warrants that she/he/they is duly authorized and has legal capacity to execute and deliver this Bailment Agreement. Each Party represents and warrants to the other that the execution and delivery of the Bailment Agreement and the performance of such Party’s obligations hereunder have been duly authorized and that the Bailment Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Bailment Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

Company:	Park Street Imports, LLC	Supplier:	Hook Hand Rum Inc.
Signature:		Signature:	
Name:	Harald Kohlmann, Ph.D.	Name:	Dan Olson
Title:	CEO	Title	Owner

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE

DISTILLED SPIRITS WHOLESALER

VALID FROM

Feb 01, 2023

TYPE NUMBER **DUP**

18 563982

AREA CODE

PARK STREET IMPORTS LLC

1000 BRICKELL AVE

STE 215

MIAMI, FL 33131-3010

THE G
GRE
1928 02

BUSINESS
ADDRESS
(IF DIFFERENT)

DBA: PARK STREET IMPORTS
15751-55 TAPIA ST

SEAL
OF
KUREKA

THE
STAT
E OF

CALIFOR
NIA

IRWINDALE, CA 91706-2177

EXPIRES

Jan 31, 2024

RENEWAL

CONDITIONS

OWNERS: PARK STREET IMPORTS LLC

IMPORTANT INFORMATION

EFFECTIVE PERIOD: This license is effective only for the operating period shown above. A new license will be sent 4 to 6 weeks after the expiration date on your license if payment is timely. Your license status will remain in good standing for 60 days after the expiration date if the renewal payment was received timely. To check the status of your license, visit <http://www.abc.ca.gov/datport/LQSMenu.html>.

RENEWAL NOTICES: Renewal notices are sent to premises address unless a specific mailing address is requested. If a notice is not received 30 days before expiration date shown above, contact the nearest ABC office. To assure receipt of notices, advise your local ABC office of any change in address.

RENEWAL DATES: It is the licensee's responsibility to pay the required renewal fee by the expiration date shown above.

A Penalty is charged for late renewal and the license can be automatically revoked for failure to pay.

RENEWAL PAYMENTS: Renewal payments can be made in person by visiting your local office or sent by mail to ABC Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834. If you do not have your renewal notice, your license number and the reason for payment (ex. ?renewal?) must be clearly indicated on the check. You can contact your local ABC office for your renewal fee amount.

SEASONAL LICENSES: It is the licensee's responsibility to pay the required renewal fee prior to the next operating period.

POSTING: Cover this license with glass or other transparent material and post it on premises in a conspicuous place.

CONDITIONS: A copy of all applicable conditions must be kept on premises.

LICENSEE NAME: Only 10 names will be printed on each license. If there are more names associated with the license, they will be indicated by "AND XX OTHERS". All names are on file and available upon request from your local ABC office.

DBA: If you change your business name please notify your local ABC office.

If you have any questions regarding this license, contact your local ABC office. You can find the contact information for each district office at <http://www.abc.ca.gov/distmap.html>.

NOTE: CONTACT YOUR LOCAL ABC OFFICE IF YOUR LICENSED PREMISES WILL BE TEMPORARILY CLOSED FOR MORE THAN 15 DAYS OR WILL BE PERMANENTLY CLOSED.

CaliforniaABC

License Serial# 2676118