

RETAIL SALES AGREEMENT

This Retail Sales Agreement (this “Agreement”) is entered into between:

PRIME ANGLING TACKLE HOUSE, LLC, a company organized and existing under the laws of the United States of America, having its principal place of business at 2159 Ray Goodgame Pkwy, Ste 100, Clermont, Florida, USA 34711 (“Supplier”), acting as an authorized reseller and distributor of DUO International (Japan) products in the Territory defined below,

AND

the retailer applying for a dealer account with Supplier through Supplier’s online registration process (“Retailer”), together with Supplier the “Parties.”

This Agreement takes effect on the date Retailer accepts it electronically during registration, as described in Article 12 (the “Commencement Date”).

WHEREBY IT IS AGREED as follows:

Article 1. Scope of Agreement

Supplier agrees to supply, and Retailer agrees to purchase Supplier’s products (the “Products”) for resale to end customers through Retailer’s physical and/or online retail store(s) located in the United States (the “Territory”). This is a non-exclusive agreement.

Article 2. Orders & Delivery

1. Orders will be submitted by Retailer and are subject to acceptance by Supplier. Supplier reserves the right to reject any order in whole or in part.
2. Delivery will be made to the Retailer’s designated address. Shipping fees are applied as set out in Article 4.

Article 3. Pricing & Payment

1. Product pricing shall be according to Supplier’s current dealer price list, provided upon request and updated periodically at Supplier’s discretion.
2. Payment terms shall be as defined in the registration (dealer application) process and confirmed in writing by Supplier upon account approval. Supplier reserves the right to review and adjust Retailer’s payment terms at any time based on account history.
3. Resale Certificate: The Retailer shall keep a valid resale certificate on file to purchase on a tax-exempt basis. If not submitted at the time of application, the Retailer must upload one through the dealer portal within three (3) days of account approval, and applicable taxes will be charged on orders until it is received; new orders will be blocked if the certificate is not submitted within that period. Once on file, the certificate is valid for one (1) year; Supplier will notify the Retailer approximately thirty (30) days before expiry to submit a current certificate through the dealer portal.

Article 4. Order and Payment Terms

1. The standard order unit is 1 unit per item; however, some products may have different unit requirements. Orders must follow the unit specifications designated by Supplier.

2. Minimum order value is USD 500. Shipping charges will be applied based on the total order amount as follows:

- \$500 USD – \$999.99 USD = \$30 USD Shipping Fee
- \$1,000 USD and above = Free Shipping

Article 5. Use of Trademarks

1. Retailer may use Supplier's and DUO's logos and trademarks solely for the purpose of marketing and promoting the resale of the Products (e.g., in-store displays, social media, website listings, and advertising), subject to Supplier's brand guidelines and prior written approval where required.

2. Retailer is expressly prohibited from using Supplier's or DUO's logos, trademarks, or product imagery for any commercial purpose other than marketing as described above, including but not limited to the creation, manufacture, or sale of standalone products, private-labeled goods, apparel, or merchandise bearing such marks for resale. Any such use requires Supplier's prior written consent and is not authorized under this Agreement.

Article 6. Marketing & Customer Service

1. Retailer agrees to make reasonable efforts to promote the Products.

2. All marketing materials bearing Supplier's or DUO's trademarks must be approved in advance.

3. Retailer shall be responsible for responding to inquiries, complaints, and other customer service communications from end users who purchase the Products. Retailer shall act as the primary contact point for such matters.

Article 7. Inspection & Claims

1. Retailer must inspect Products within 14 days of receipt and notify Supplier of any damages or discrepancies.

2. Supplier will not be responsible for claims made after that period unless defects are latent and reported within 6 months.

Article 8. Intellectual Property

All intellectual property rights in and to the Products and related materials remain with Supplier and/or DUO. Retailer shall not register or claim rights to any Supplier or DUO marks.

Article 9. Confidentiality

Retailer shall not disclose Supplier's pricing, product development plans, or confidential business information without Supplier's prior written consent.

Article 9-A. Minimum Advertised Price (MAP) Policy

Retailer agrees to adhere to Supplier's Minimum Advertised Price (MAP) Policy. Retailer shall sell the Products at or above the Manufacturer's Suggested Retail Price (MSRP) as communicated separately by Supplier. Failure to comply with this policy may result in immediate termination of this Agreement at Supplier's discretion. Supplier reserves the right to update MSRP prices at any time with reasonable notice.

Article 10. Cooperation Against Parallel Imports

The Retailer agrees to cooperate with Supplier to prevent unauthorized parallel imports, including reporting suspected third-party activities and refraining from sales that are reasonably suspected to be intended for resale outside the assigned territory.

Article 11. Term & Termination

1. This Agreement shall become effective on the Commencement Date and shall continue for a period of one (1) year. Thereafter, it may be renewed annually upon mutual written agreement.
2. Either party may terminate this Agreement with or without cause by providing at least thirty (30) days' written notice to the other party. However, either party may terminate this Agreement immediately upon written notice if the other party:
 - (a) Commits a material breach of any provision of this Agreement and fails to cure such breach within fifteen (15) days of written notice;
 - (b) Becomes insolvent or makes an assignment for the benefit of creditors;
 - (c) Enters into liquidation, receivership, or bankruptcy proceedings;
 - (d) Causes reputational harm to the other party through unethical conduct or legal violation.

Article 11-A. Product Liability

1. Supplier shall be responsible for ensuring that the Products are free from manufacturing defects and comply with applicable safety standards at the time of shipment.
2. Retailer shall use reasonable care in storing, handling, and selling the Products. Supplier shall not be liable for any damage, injury, or loss caused by misuse, mishandling, or unauthorized modification of the Products by the Retailer or end users.
3. In the event of any claim involving product safety or injury, the parties shall promptly notify each other and cooperate in investigating and resolving the issue.
4. For non-injury related claims, Supplier's responsibility shall be limited to the replacement of the product or refund of the purchase price, at Supplier's discretion.

Article 12. Electronic Acceptance

Retailer acknowledges that, in lieu of a handwritten signature, this Agreement is executed and accepted electronically during the dealer registration process by affirmatively checking the "I have read and agree to the Retail Sales Agreement" box. Such electronic acceptance constitutes Retailer's valid and binding signature to this Agreement, with the same legal effect as a handwritten signature, in accordance with the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state law. Supplier retains a record of the date, time, and IP address of such acceptance, together with the version of the Agreement accepted.

Article 13. Miscellaneous

1. This Agreement shall be governed by the laws of the State of Florida, USA.
2. Any disputes shall be settled by the state or federal courts located in Lake County, Florida, and the parties consent to the exclusive jurisdiction of such courts.
3. Neither party shall assign this Agreement without prior written consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as described below.

Executed on behalf of Supplier by:

PRIME ANGLING TACKLE HOUSE, LLC

Carlos Augusto Nogueira Filho, Manager

Executed on behalf of Retailer by:

The Retailer's electronic acceptance during dealer registration, as described in Article 12.