



Fulfillment Service Agreement

Datum: 20.04.2026

Between

LogYou GmbH | Mühlenweg 4 | 35510 Butzbach
hereinafter referred to as "LogYou"

und

GUTOLOGY LIMITED
Director: Jade Bianca Atkins
Office 30 Minerva Mill Innovation Centre,
Station Road, Alcester, United Kingdom, B49 5ET

hereinafter referred to as the "Customer"

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Master Agreement

Welcome to LogYou! This master agreement forms the basis of the business relationship between LogYou and the Customer. For the purposes of this agreement, LogYou and the Customer are individually referred to as a “Party” and collectively as the “Parties”.

The attached General Terms and Conditions (“GTC”) of LogYou, which the Customer has reviewed and accepted, apply exclusively to this master agreement. Any conflicting terms and conditions shall not become part of this business relationship.

All listed prices are net prices and are subject to statutory VAT.

Services Provided

LogYou offers integrated operations software and services designed to accelerate customer growth throughout the entire supply chain. Specifically, the following services are included:

- Seamless connection and data transfer between the Customer’s online platform (e.g. online shop or ERP system, depending on compatibility and availability) and LogYou’s systems. This integration ensures the automatic exchange of key information such as shipments, inventory levels and customer data. Availability of the interface is required.
- Efficient inbound goods processing starting from the moment inventory arrives. Costs for inbound processing are included in the fulfillment price as long as the goods are announced, sorted, palletized and labeled with a scanner-readable barcode. Processing time required for non-standard inbound deliveries will be charged as additional work based on the agreed hourly rate unless otherwise specified.

- Careful order fulfillment using modern processes supported by LogYou's proprietary warehouse management system. Expert teams in each warehouse ensure precise execution of pick-and-pack processes, from folding shipping cartons to picking products and sealing shipping boxes. Suitable void fill material will be provided if required to prevent transport damage. LogYou's service for outbound orders ends once the shipment is handed over to the shipping carrier.

- A dedicated contact person who reviews the setup, supports the Customer in improving operational processes and accompanies the Customer's growth.

If the Customer selects a specific shipping carrier with LogYou's consent, LogYou will hand over the processed shipments to the responsible carrier for pickup. LogYou is not liable for damage to the goods once they have been handed over to the freight forwarder or carrier (loading dock).

Additional services must be agreed separately. Further details regarding the services and the obligations of the Customer are defined in the GTC. LogYou may appoint subcontractors.

Start, Term and Termination

The contract begins with the planned operational start date. In order to commence operations, a VAT identification number must be provided for each country in which goods are stored before the planned operational start date.

Either Party may terminate this contract by written notice with three (3) months' notice to the end of a calendar month. An email to the Customer's contact person shall satisfy the written form requirement.

Within the first three months after the contract start date, a special termination right applies with a notice period of one (1) month.

The right to extraordinary termination remains unaffected. Regardless of this, LogYou is entitled to exercise a special termination right if the Customer is in arrears with payment of more than two (2) due invoices or if an outstanding invoice amount exceeds EUR 5,000.00 and all due claims have not been fully settled. LogYou may suspend services at any time without prior notice if the Customer fails to settle two due invoices within five days after the second reminder.

The Customer is obliged to collect its goods (including returns) from the warehouse at its own expense no later than thirty (30) days after termination of the contract, provided all outstanding invoices have been paid. LogYou agrees to continue accepting and storing additional returns or goods of the Customer for up to thirty (30) days after termination.

If the Customer fails to remove its goods, LogYou is entitled—subject to applicable legal provisions—to sell or dispose of the goods. LogYou reserves the right to charge the Customer the full disposal costs.

Pricing Structure

The Parties agree on the following pricing structure for the services listed in the offer dated 09.03.2026:

- Per processed shipment (D2C fulfillment, delivery). A shipment is considered processed once it reaches the status "shipped" in the LogShip app or the Customer's ERP/shop system. If an order is shipped in multiple shipments, each shipment will be billed separately.
- Per package (packaging material). LogYou standard packaging material is billed based on actual consumption and invoiced monthly. LogYou reserves the right to choose the optimal packaging material according to the agreed packaging guidelines. Storage costs for standard materials are included. This does not apply to customer-specific packaging materials.
- Per unit of time (additional manual tasks). Additional manual tasks are billed based on the agreed hourly rate in 5-minute increments. Each billed activity must include a detailed task description including date, time, duration and description of the work performed.
- Per storage volume. Storage costs are calculated based on the actual space used and calculated daily based on inventory.

Assumptions

- The following assumptions were used to calculate the cost structure:

Planned operational start date	: 01.05.2026
-	
- From Q3 2026	
- Average orders per month:	: 400
- Average picks per order	: 3
- Average stored SKUs	: 8
- Average storage space	: 10 pallets
-	
- Ab Q2 2027	
- Average orders per month	: 3.000
- Average picks per order	: 3
- Average stored SKU	: 8+
- Average storage space	: 30+ pallets

LogYou Setup: Shopify (after providing API keys and login)

-Onboarding and setup costs: FREE-

For the technical integration, access via API must be ensured. For this purpose, the customer must provide LogYou with the necessary API credentials.

LogYou also requires a user account for the web interface of the ERP (inventory management system) or shop system in order to review inventory levels, product data, and orders/delivery notes.

Adjustments

All price changes (except those governed by the pricing matrix) will take effect one month after notification by email. The Customer may object within two weeks by terminating the contract. Otherwise, the new pricing is considered accepted. LogYou reserves the right to adjust prices every six months.

Payment Terms

All payments must be made via bank transfer immediately after invoice date. Invoices are issued electronically either once per month or every fifteen (15) days. Freight and packaging costs may be invoiced separately.

Marketing Rights

The Customer generally agrees—subject to prior confirmation—that LogYou may reference the Customer's company, logo, products, efficiency metrics and a short description in marketing materials, social media and on the LogYou website. Participation in testimonials, white papers or interviews requires separate approval.

Jurisdiction

This contract is governed by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction for disputes arising from this contract is the Regional Court (Landgericht) of Giessen(Germany).

Supplementary Provisions

The provisions set out in this section are agreed between the Parties in addition to, and shall prevail over any conflicting provision of, the GTC. For matters already addressed in the GTC, the relevant sections are expressly referenced below.

1. Mutual Representations and Warranties

Each Party represents and warrants to the other that it has full legal capacity and authority to enter into and perform this Agreement, and that execution of this Agreement does not conflict with any other obligation of that Party.

2. Warehouse Suitability, Permits and Insurance

LogYou warrants that (a) its fulfilment centres are suitable for the storage of the Customer's goods, as further referenced in Section 6.3 of the GTC; and (b) it holds all permits, licences and authorisations required to operate its fulfilment centres.

LogYou further confirms that it maintains adequate warehouse legal liability insurance and general liability insurance appropriate to the nature and scope of the services provided under this Agreement, and shall provide the Customer with evidence of such insurance upon reasonable written request.

3. Standard of Care

LogYou shall perform the services under this Agreement in accordance with its documented operational procedures and with the care reflected in the Allgemeine Deutsche Spediteurbedingungen 2017 (ADSp 2017) and the Logistics General Terms and Conditions 2019, as referenced in the GTC.

4. Mutual Indemnification

In addition to the indemnification framework set out in Section 12.2 of the GTC, each Party shall indemnify and hold the other Party harmless from and against third-party claims, damages, losses and reasonable expenses to the extent arising out of the indemnifying Party's gross negligence or wilful misconduct in the performance of this Agreement.

5. Liability Cap – Landed Cost of Goods

LogYou's liability for loss of or damage to the Customer's goods shall be capped at the landed cost of the affected goods, as evidenced by the original purchase invoices. The Customer may declare a higher value for specific key stock items by written notice to LogYou; any such declared-value arrangement, including any applicable additional charge, shall be recorded and agreed between the Parties in writing. The Parties shall finalise the specific cap structure in this Master Agreement by reference to the Customer's inventory profile.

6. Mis-shipment Liability and Return Costs

Where a fulfilment error is demonstrably attributable to LogYou, LogYou shall bear the reasonable return transportation and re-shipment costs of the affected shipment. LogYou's liability under this provision is capped at the direct transportation cost of the affected shipment.

7. Outbound Transfer Processing Window

LogYou shall process outbound transfer instructions received from the Customer before 12:00 noon (local time at the relevant fulfilment centre) on a business day by the end of that same business day. Instructions received after 12:00 noon shall be processed by the end of the following business day. High-volume periods notified by LogYou to the Customer in advance are excluded from this service level, consistent with LogYou's existing inbound policy.

8. Cure Period for Payment Default

Notwithstanding LogYou's suspension right set out in the section "Start, Term and Termination" above, LogYou shall provide the Customer with a cure period of three (3) business days from written notice of default before suspending services in the case of the Customer's first payment default within any rolling twelve (12) month

period. In the event of a repeat payment default within the same twelve (12) month window, LogYou's immediate suspension right shall apply without the benefit of a further cure period.

9. Termination for Insolvency

Either Party may terminate this Agreement with immediate effect by written notice to the other Party in the event that the other Party becomes insolvent, ceases or threatens to cease to carry on business, has an administrator, liquidator, trustee in bankruptcy or equivalent officer appointed over it or any material part of its assets, or enters into any arrangement or composition with its creditors.

10. Assignment and Subcontracting

Neither Party may assign this Agreement, in whole or in part, to any third party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, LogYou's right to appoint subcontractors in the ordinary course of its business, as reserved in the GTC and in the section "Services Provided" above, is not affected by the foregoing restriction on assignment.

11. Non-Waiver

No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any further exercise of the same or the exercise of any other right, power or remedy.

12. Non-Exclusive Appointment

LogYou is appointed as a non-exclusive provider of fulfilment services. Nothing in this Agreement prevents the Customer from engaging other fulfilment or logistics providers, nor prevents LogYou from providing services to other customers.

13. Recovery of Legal Fees

In the event of a default under this Agreement by either Party, the non-defaulting Party shall be entitled to recover from the defaulting Party its reasonable legal fees and costs incurred in enforcing its rights under this Agreement, subject to applicable law.

14. Matters Addressed in the GTC

For clarity, the Parties confirm that the following matters are addressed in the attached General Terms and Conditions: (i) the inventory shrinkage allowance of 1 % per annum on total goods value, with compensation owed above that threshold based on original purchase invoices, and the express acknowledgement of hidden shortages and mislabelled or mispicked goods – Section 6.3; (ii) the claims notice periods and processes for fulfilment, delivery, freight and packaging – Sections 6.6, 7.4, 8.3 and 9.2, with a separate Claims Policy document to be provided by LogYou; (iii) the 30-day goods collection window, continued acceptance of returns for 30 days post-termination, and LogYou's disposal rights – Section 10.3; (iv) confidentiality obligations, with protection extending for five (5) years post-termination – Section 11.1; (v) the indemnification framework – Section 12.2; and (vi) severability – Section 12.3.

Final Provisions

This contract may only be amended, cancelled or terminated by written agreement signed by both parties.

Performance obligations may be suspended if fulfillment is prevented by events beyond reasonable control, such as force majeure, war, unrest, fire, explosion, epidemic, flood, strike or lockout. Each party agrees to notify the other and to make reasonable efforts to resume services promptly once the cause has been resolved.

If any provision of this contract becomes invalid or unenforceable, the remainder of the contract remains valid. The invalid provision shall be replaced by a valid one that most closely reflects the economic purpose of the original provision.

Signatures

LogYou

Butzbach, 20.04.2026

Dennis Montag
Director
LogYou GmbH

Customer

Date	
Signature	
Name	Jade Bianca Atkins
Position	Director
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