



MASTER WAREHOUSING, FULFILLMENT & AMAZON FBA PREPARATION AGREEMENT

by and between

ATLANTIC BEAUTY LLC d/b/a GRAY HARBOR PREP

and

_____ (“Client”)

Effective Date: _____

CONFIDENTIAL

CONFIDENTIAL

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ARTICLE 1 AGREEMENT

This Master Warehousing, Fulfillment & Amazon FBA Preparation Agreement (the "**Agreement**") is entered into as of _____ (the "**Effective Date**") by and between:

Atlantic Beauty LLC, a North Carolina limited liability company doing business as **Gray Harbor Prep**, together with its affiliates, officers, employees, contractors, successors, and assigns ("**Gray Harbor Prep**," "**Provider**," or "**Warehouse**"),

and

_____ (legal name), organized under the laws of the State of North Carolina (update if different), with its principal address at _____, contact email _____ ("**Client**"),

individually a "**Party**" and collectively the "**Parties**."

By signing this Agreement or by delivering inventory to Gray Harbor Prep for storage or processing, Client acknowledges that it has read, understood, and agrees to be legally bound by the terms and conditions contained herein.

ARTICLE 2 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below.

2.1 Client. The individual or legal entity identified above together with its owners, officers, employees, contractors, representatives, successors and permitted assigns.

2.2 Inventory. Any merchandise, products, cartons, pallets, packaging materials, labels, accessories, promotional materials or any other personal property delivered to Gray Harbor Prep.

2.3 Services. Any warehouse, logistics, fulfillment, storage, preparation or related services provided by Gray Harbor Prep including but not limited to receiving, inspection, labeling, packaging, storage, forwarding and shipment preparation.

2.4 Written Instructions. Any instruction provided by Client through:

- Email
- Approved ticketing systems
- Written purchase orders
- Instant-messaging platforms (including WhatsApp and WeChat) expressly designated or acknowledged in writing by Gray Harbor Prep for the Client account
- Other written communications expressly accepted by Gray Harbor Prep.

Telephone calls or verbal conversations shall not constitute Written Instructions and shall not modify this Agreement unless confirmed in writing by Gray Harbor Prep. Gray Harbor Prep may, in its discretion, require that instructions delivered by instant message be confirmed by email before processing.

2.5 Business Day. Monday through Friday excluding federal holidays recognized within the United States.

2.6 Applicable Laws. All applicable federal, state, local and international laws, regulations, Amazon policies, carrier requirements and governmental rules governing Client's products.

ARTICLE 3 SCOPE OF SERVICES

Subject to this Agreement, Gray Harbor Prep may provide one or more of the following services at Client's request. Services may include, without limitation:

- Receiving inbound shipments
- Carton unloading
- Inventory counting
- Carton inspection
- Amazon FNSKU labeling
- Carton labeling
- Pallet labeling
- Poly bagging
- Bubble wrapping
- Suffocation warning labels
- Bundling
- Kitting
- Repackaging
- Product preparation
- Amazon FBA preparation
- Inventory storage
- Shipment forwarding
- Amazon shipment creation assistance
- Return processing
- Inventory disposal
- Inventory liquidation
- Other warehouse services mutually agreed in writing.

Gray Harbor Prep reserves the right to decline any service request that:

- violates applicable law;
- violates Amazon policy;
- presents unreasonable operational or safety risks;

- involves prohibited goods;
- conflicts with this Agreement.

ARTICLE 4

TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with this Article.

4.2 Termination for Convenience. Either Party may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to the other Party.

4.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within ten (10) calendar days after written notice of the breach. Gray Harbor Prep may additionally terminate or suspend this Agreement immediately upon written notice if:

- Client fails to pay any invoice when due;
- Client delivers unlawful, counterfeit, hazardous, or prohibited goods;
- Client becomes insolvent, files for bankruptcy, or ceases business operations.

4.4 Effect of Termination. Upon termination:

- All outstanding fees, charges, and reimbursements shall become immediately due and payable;
- Client shall provide shipping or disposition instructions and remove all Inventory from the warehouse within thirty (30) calendar days after the effective date of termination, subject to prior payment of all outstanding balances;
- Storage fees and other applicable charges shall continue to accrue until all Inventory has been removed;
- Inventory remaining in the warehouse more than sixty (60) calendar days after the effective date of termination may be deemed abandoned and handled in accordance with Article 11.

4.5 Survival. Any provision of this Agreement which by its nature should survive termination — including payment obligations, liens, limitations of liability, indemnification, confidentiality, and dispute resolution — shall survive termination or expiration of this Agreement.

ARTICLE 5

PROVIDER RESPONSIBILITIES

Gray Harbor Prep agrees to exercise commercially reasonable care in performing the Services. Gray Harbor Prep shall:

5.1

Receive inventory delivered to its warehouse.

5.2

Store inventory in commercially reasonable warehouse conditions.

5.3

Perform prep services according to Client's Written Instructions.

5.4

Apply labels, poly bags, bubble wrap, warning labels and other requested prep services.

5.5

Prepare inventory in accordance with Amazon FBA requirements when such service has been requested by Client.

5.6

Maintain commercially reasonable warehouse security measures.

5.7

Notify Client of visible receiving discrepancies discovered during receiving.

5.8

Prepare outbound shipments according to Client's Written Instructions.

5.9

Maintain commercially reasonable inventory records.

5.10

Exercise commercially reasonable efforts to complete requested Services within estimated processing timeframes. Estimated turnaround times are estimates only and shall not constitute a guarantee.

5.11 Gray Harbor Prep shall have the exclusive authority to determine warehouse operations including:

- warehouse layout;
- storage location;
- inventory movement;
- staffing;
- packing materials;
- processing workflow;
- equipment utilization;
- shipment sequencing;

provided such operational decisions do not materially conflict with Client's Written Instructions.

ARTICLE 6
CLIENT RESPONSIBILITIES

Client represents and warrants that:

6.1

All products delivered to Gray Harbor Prep are lawfully owned or lawfully controlled by Client.

6.2

Client has full authority to request warehouse services.

6.3

Client shall provide complete Written Instructions before processing begins.

6.4 Client shall provide:

- Tracking Numbers
- Packing Lists
- SKU Information
- Shipping Instructions
- Amazon Shipment Information

before processing.

6.5

Client shall promptly review receiving reports and notify Gray Harbor Prep of discrepancies within the time required by this Agreement.

6.6

Client shall timely pay all invoices.

6.7

Client shall cooperate in resolving inventory discrepancies.

6.8 Client acknowledges that Gray Harbor Prep relies entirely upon Client's Written Instructions. Gray Harbor Prep shall not be liable for damages resulting from:

- inaccurate instructions;
- incomplete instructions;
- conflicting instructions;
- untimely instructions.

ARTICLE 7 RECEIVING

Client shall provide advance shipment information whenever reasonably possible. Receiving services include:

- carton count;
- visible inspection;
- external damage inspection;
- shipping label verification.

Following completion of receiving, Gray Harbor Prep shall provide Client a receiving confirmation, including carton count, external condition notes, and exterior arrival photograph(s), at no additional charge. Any visible external damage discovered at receiving shall be photographed and documented.

Receiving does not include:

- product testing;
- authenticity verification;
- functional inspection;
- IP inspection;
- regulatory compliance review;
- hidden shortage verification;

unless separately purchased.

Gray Harbor Prep may refuse deliveries that:

- present safety risks;
- contain prohibited products;
- contain hazardous materials not previously approved;
- arrive without adequate shipment identification;
- otherwise violate this Agreement.

ARTICLE 8 STORAGE

Gray Harbor Prep shall store inventory using commercially reasonable warehouse practices. Inventory locations may be changed at any time for operational efficiency. Client acknowledges that inventory may be relocated within the warehouse without prior notice.

Storage fees shall be assessed according to Gray Harbor Prep's then-current pricing published through its official website, written quotations, invoices, or email communications. Unless otherwise agreed in writing, storage fees are calculated per receiving batch: each batch of Inventory is tracked from its actual receiving date, and recurring storage charges are assessed on each batch's monthly billing date based on the quantity of that batch physically remaining in storage on that date. Any free-storage period and any long-term storage threshold are likewise measured separately for each batch from its receiving date, and long-term rates replace (and are not added to) standard rates for the affected batch. Unless Client instructs otherwise, outbound shipments are fulfilled on a first-in, first-out (FIFO) basis for each SKU. Gray Harbor Prep reserves the right to revise pricing upon at least thirty (30) days' prior written notice. If Client does not accept the revised pricing, Client may, by written notice within the notice period, elect to retrieve its Inventory at the pricing in effect prior to the revision, subject only to standard outbound handling and shipping charges, with no exit, account closure, or other additional fee.

Unless otherwise agreed in writing, Gray Harbor Prep shall have the reasonable right to interpret and apply its pricing schedule, warehouse procedures, operational policies, and service standards in a manner consistent with this Agreement and applicable law.

Client shall not enter warehouse premises without prior appointment.

Gray Harbor Prep may photograph inventory during receiving, storage, preparation, shipment, or claims investigation. Such photographs, warehouse records, inventory logs, surveillance recordings, and shipping documentation maintained in the ordinary course of business shall constitute business records and may be relied upon as evidence in resolving inventory disputes.

ARTICLE 9 FEES, BILLING & PAYMENT

9.1 Fees. Client agrees to pay all fees, charges, costs, expenses, and reimbursements associated with the Services provided by Gray Harbor Prep.

Unless otherwise expressly agreed in writing, all fees shall be determined in accordance with Gray Harbor Prep's then-current pricing published or communicated through any of the following:

- Gray Harbor Prep's official website;
- Written quotations;
- Email communications;
- Invoices;
- Other written communications issued by Gray Harbor Prep.

If any inconsistency exists among these pricing sources, the order of precedence shall be: (1) this Agreement; (2) any written amendment signed by both Parties; (3) the most recent written quotation issued by Gray Harbor Prep; (4) invoice; (5) written email communication; (6) website pricing.

Gray Harbor Prep may reasonably interpret and apply its pricing schedule, warehouse procedures, operational policies, and billing practices in a manner consistent with this Agreement and applicable law.

9.2 Additional Services. Services not specifically listed within Gray Harbor Prep's pricing schedule shall be billed separately. Additional billable services include, but are not limited to:

- Inventory reconciliation
- Manual inventory counts
- Product photography
- Quality inspection
- Emergency processing
- Relabeling
- Repackaging
- Box replacement

- Removal order processing
- Disposal
- Liquidation
- Product research
- Administrative requests
- Special projects
- Custom packaging
- Non-standard labor

Charges shall be determined in Gray Harbor Prep's reasonable discretion based upon the labor, materials, time, and operational resources required. Where practicable, Gray Harbor Prep shall provide a written estimate before performing material additional services.

9.3 Pricing Revisions. Gray Harbor Prep reserves the right to revise its pricing schedule upon at least fourteen (14) calendar days' prior written notice to Client. Client's continued use of Gray Harbor Prep's Services after the effective date of such notice constitutes acceptance of the revised pricing.

9.4 Taxes. Client shall be solely responsible for all applicable taxes, duties, governmental assessments, customs charges, import fees, and similar charges arising from Client's Inventory or transactions, excluding taxes imposed upon Gray Harbor Prep's net income.

ARTICLE 10 PAYMENT TERMS

10.1 Due Date. All invoices are due within **seven (7) calendar days** from the invoice date. Payments shall be made in U.S. Dollars by ACH, Wire Transfer, Credit Card, or another payment method approved by Gray Harbor Prep.

10.2 Late Payment. Any invoice remaining unpaid after seven (7) calendar days shall accrue a late charge of **one and one-half percent (1.5%) per month** (eighteen percent (18%) per annum), or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full.

10.3 No Setoff. Client may dispute any invoice item by written notice to Gray Harbor Prep within fifteen (15) calendar days of the invoice date; invoice items not disputed within that period shall be deemed accepted. Any billing error confirmed by Gray Harbor Prep shall be corrected by credit applied to Client's next invoice. Undisputed amounts remain payable when due, and Client shall not withhold, offset, deduct, or reduce any payment due under this Agreement because of any dispute, claim, or alleged liability involving Gray Harbor Prep.

10.4 Suspension of Services. Gray Harbor Prep may suspend all or part of the Services immediately if Client fails to timely pay any invoice. During any suspension:

- Storage fees shall continue to accrue;
- Inventory shall remain subject to this Agreement;

- Gray Harbor Prep shall have no obligation to release Inventory until all outstanding balances have been paid.

10.5 Collection Costs. Client agrees to reimburse Gray Harbor Prep for all reasonable costs incurred in collecting unpaid balances, including:

- Attorney's fees (where recoverable under applicable law)
- Court costs
- Collection agency fees
- Administrative expenses

ARTICLE 11 WAREHOUSEMAN'S LIEN

11.1 Security Interest. To the extent permitted by applicable law, including N.C. Gen. Stat. § 25-7-209, Gray Harbor Prep shall possess a warehouseman's lien upon all Inventory in its possession for all amounts owed by Client, including but not limited to:

- Storage charges
- Prep fees
- Labor
- Freight
- Administrative fees
- Disposal costs
- Collection expenses

Gray Harbor Prep may refuse to release Inventory until all outstanding balances have been satisfied.

11.2 Enforcement. If any invoice remains unpaid for more than **thirty (30) calendar days**, Gray Harbor Prep may, after providing written notice to Client and subject to applicable law:

- Suspend Services;
- Refuse release of Inventory;
- Return Inventory at Client's expense;
- Sell or liquidate Inventory;
- Dispose of Inventory where commercially impractical to sell; and
- Apply proceeds toward unpaid balances and lawful enforcement costs.

Any remaining proceeds required by law shall be remitted to Client after deduction of all lawful charges.

11.3 Abandoned Inventory. Inventory that remains in Gray Harbor Prep's possession without payment or shipping instructions for more than **ninety (90) calendar days** following written notice to Client's last known email or mailing address may be deemed abandoned. Gray Harbor Prep may dispose of such Inventory in any commercially reasonable manner permitted by applicable law. Client shall remain responsible for any unpaid balance remaining after liquidation or disposal.

ARTICLE 12

CLAIMS PROCEDURE

12.1 Notice of Claim. Any claim relating to shortage, damage, loss, receiving discrepancies, shipping discrepancies, or warehouse Services must be submitted in writing within **thirty (30) calendar days** after Client receives the applicable shipment, inventory report, or written notice of the event giving rise to the claim, whichever occurs first. Failure to submit a timely claim constitutes a waiver of such claim to the fullest extent permitted by applicable law.

12.2 Documentation. Client shall provide sufficient supporting documentation, including:

- Commercial Invoice;
- Purchase Invoice;
- Landed Cost documentation;
- SKU;
- Quantity;
- Supporting photographs (if applicable);
- Any additional documentation reasonably requested by Gray Harbor Prep.

Failure to provide adequate supporting documentation may result in denial of the claim.

12.3 Investigation. Gray Harbor Prep reserves the right to investigate any claim. Warehouse photographs, surveillance recordings, receiving reports, inventory logs, barcode scans, shipment records, and warehouse management system records maintained in the ordinary course of business shall constitute business records admissible as evidence of the matters recorded.

12.4 Time to Commence Action. Any lawsuit or legal proceeding arising out of or relating to loss of or damage to Inventory must be commenced within **nine (9) months** after the date Client knew, or in the exercise of reasonable diligence should have known, of the loss or damage, or within the minimum period permitted by applicable law if longer.

12.5 Error Correction. If a shipping or fulfillment error is caused solely by Gray Harbor Prep's failure to follow Client's written instructions, Gray Harbor Prep shall, as Client's exclusive remedy for such error, re-perform the affected Services at no additional charge and bear the reasonable outbound transportation costs necessary to correct the error. All other limitations, exclusions, and caps in this Agreement, including Article 13, continue to apply, and Gray Harbor Prep shall have no liability for indirect or consequential losses arising from any such error.

ARTICLE 13

LIMITATION OF LIABILITY

13.1 Standard of Care. Gray Harbor Prep shall exercise the care that a reasonably careful warehouse operator would exercise under similar circumstances, consistent

with N.C. Gen. Stat. § 25-7-204. Gray Harbor Prep shall be liable only for loss of or physical damage to Inventory caused by its failure to exercise such care while the Inventory remained under Gray Harbor Prep's exclusive physical custody, and shall not be liable for loss or damage that could not have been avoided by the exercise of such care.

13.2 Maximum Liability. If liability is established, Gray Harbor Prep's liability for any claim shall be limited to the **lesser of:**

- (a) Client's documented **Landed Cost** of the affected units; or
- (b) **Twenty-Five United States Dollars (US\$25.00) per unit** of affected Inventory;

subject to a maximum aggregate liability of **One Thousand United States Dollars (US\$1,000.00) per claim** and **Five Thousand United States Dollars (US\$5,000.00)** for all claims arising in any twelve (12) month period.

"Landed Cost" means the documented acquisition cost of the Inventory, including purchase price, inbound freight, customs duties, and import taxes, as evidenced by commercial invoices or other documentation reasonably acceptable to Gray Harbor Prep. Retail value, Amazon selling price, MSRP, anticipated profits, replacement value, marketplace value, or similar valuation methods shall not be used to calculate damages.

13.3 Declared Value Option. The limitations in Section 13.2 reflect Gray Harbor Prep's standard rates. Client may request in writing, prior to delivery of the affected Inventory, an increased liability limit based on a declared value. Any increased limit shall be effective only if accepted in writing by Gray Harbor Prep and shall be subject to an additional monthly charge of between one-half percent (0.5%) and one percent (1%) of the declared value in excess of the standard limits set forth in Section 13.2, as quoted in writing by Gray Harbor Prep. Client is otherwise encouraged to insure its Inventory as set forth in Section 13.6.

13.4 Excluded Damages. To the fullest extent permitted by law, Gray Harbor Prep shall not be liable for:

- Lost profits;
- Lost revenue;
- Amazon reimbursement decisions;
- Amazon inventory discrepancies;
- Amazon account suspension;
- Listing suppression;
- Advertising expenses;
- Loss of goodwill;
- Business interruption;
- Consequential damages;
- Incidental damages;
- Indirect damages;
- Special damages; or
- Punitive damages.

13.5 Excluded Causes of Loss. Gray Harbor Prep shall have no liability for loss or damage arising from:

- Manufacturer defects;
- Concealed shortages;
- Supplier packing errors;
- Incorrect carton counts;
- Incorrect SKU information;
- Inaccurate or incomplete Client instructions;
- Carrier handling or transportation;
- Customs inspections;
- Amazon handling or processing;
- Government seizure;
- Product recalls;
- Product expiration;
- Fire, flood, hurricane, tornado, earthquake, utility interruption, labor disputes, cyber incidents, or other events beyond Gray Harbor Prep's reasonable control.

13.6 Insurance. Gray Harbor Prep maintains commercial insurance for its own business operations. Such insurance is **not intended to insure Client's Inventory** and shall not increase or modify Gray Harbor Prep's liability under this Agreement. Client is solely responsible for obtaining any cargo, transit, warehouse, or product insurance necessary to protect its Inventory.

13.7 Duty to Mitigate. Client agrees to use commercially reasonable efforts to mitigate any alleged damages. Failure to mitigate damages may reduce any recovery otherwise available.

13.8 Exclusive Remedy. The remedies expressly provided in this Agreement constitute Client's sole and exclusive remedies against Gray Harbor Prep arising out of or relating to the Services or Inventory. No other remedy shall be available except as expressly provided herein.

13.9 Survival. The provisions of this Article shall survive termination or expiration of this Agreement.

ARTICLE 14 INTELLECTUAL PROPERTY & PRODUCT LEGALITY

14.1 Client Warranty. Client represents and warrants that all Inventory delivered to Gray Harbor Prep:

- Is lawfully manufactured, imported, distributed, and sold;
- Does not infringe any copyright, trademark, patent, trade dress, trade secret, design right, or other intellectual property right;
- Does not constitute counterfeit, pirated, stolen, or otherwise unlawful merchandise; and

- Complies with all Applicable Laws.

14.2 No IP Review. Gray Harbor Prep is a warehouse and fulfillment service provider only and does not verify the legality, authenticity, ownership, licensing, or intellectual property status of Client's Inventory. The performance of Services shall not be interpreted as an approval, certification, or legal review of Client's products.

14.3 Indemnification. Client shall defend, indemnify, and hold harmless Gray Harbor Prep, its members, managers, officers, employees, contractors, agents, successors, and affiliates from and against any claim, demand, investigation, lawsuit, judgment, settlement, penalty, fine, attorney's fees, or expense arising from:

- Alleged intellectual property infringement;
- Counterfeit products;
- Unauthorized distribution;
- Product recalls;
- Consumer claims;
- Regulatory enforcement actions; or
- Any violation of Applicable Laws relating to Client's Inventory.

ARTICLE 15 PRODUCT COMPLIANCE

15.1 Client Responsibility. Client is solely responsible for ensuring that all Inventory complies with all applicable laws and regulations, including, where applicable:

- FDA
- CPSC
- FCC
- FTC
- USDA
- EPA
- DOT
- OSHA
- U.S. Customs requirements
- State and local laws
- Amazon policies
- Carrier requirements

15.2 Hazardous Goods. Client shall not deliver hazardous materials, dangerous goods, lithium batteries, firearms, ammunition, alcohol, tobacco products, controlled substances, or any regulated products without Gray Harbor Prep's prior written approval. Gray Harbor Prep may refuse, isolate, return, or otherwise handle prohibited goods in a commercially reasonable manner at Client's expense.

ARTICLE 16

AMAZON MARKETPLACE DISCLAIMER & ACCOUNT ACCESS

16.1 Marketplace Disclaimer. Gray Harbor Prep provides logistics and warehouse services only. Gray Harbor Prep does not control Amazon's operations, policies, algorithms, or inventory management systems. Accordingly, Gray Harbor Prep makes no warranty regarding:

- Amazon receiving times;
- Amazon inventory reconciliation;
- Amazon reimbursement decisions;
- Amazon shipment routing;
- Amazon account health;
- Listing status;
- Buy Box eligibility;
- Product ranking;
- Marketplace performance.

Client acknowledges that all decisions made by Amazon remain solely within Amazon's discretion.

16.2 Seller Central Account Access. Where Client requests that Gray Harbor Prep create FBA shipments or perform other actions within Client's Amazon Seller Central account:

- Client shall grant access through a limited-permission secondary user account; Client shall not share primary account credentials;
- Client retains sole ownership of and responsibility for its Amazon account, listings, and account health;
- Gray Harbor Prep shall use such access solely to create shipments, print labels, and perform Services expressly requested through Written Instructions;
- Gray Harbor Prep shall treat account access and account data as Confidential Information under Article 17;
- Gray Harbor Prep shall not be liable for Amazon's decisions, account suspensions, listing changes, or other account outcomes except to the extent caused by Gray Harbor Prep's failure to exercise reasonable care;
- Client may revoke access at any time and shall revoke access promptly upon termination of this Agreement.

ARTICLE 17 CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of all non-public information received from the other Party. Confidential Information includes, but is not limited to:

- Pricing
- Suppliers

- Customer lists
- Inventory information
- Sales data
- Amazon account information
- Operational procedures
- Business strategies

This obligation shall survive termination of this Agreement for a period of five (5) years, except for trade secrets, which shall remain confidential for as long as protected under applicable law. Nothing in this Article restricts disclosures required by law or court order.

ARTICLE 18 FORCE MAJEURE

Gray Harbor Prep shall not be liable for any delay, interruption, or failure to perform resulting from events beyond its reasonable control, including but not limited to:

- Fire
- Flood
- Hurricane
- Tornado
- Earthquake
- Severe weather
- Labor disputes
- Utility failures
- Internet or telecommunications failures
- Cybersecurity incidents
- Government action
- Public health emergencies
- War
- Terrorism
- Civil unrest
- Carrier disruptions
- Acts of God

Performance shall resume as soon as reasonably practicable following the cessation of such event.

ARTICLE 19 DISPUTE RESOLUTION

19.1 Good Faith Negotiation. The Parties shall first attempt in good faith to resolve any dispute through informal negotiations.

19.2 Mediation. If the dispute is not resolved within thirty (30) days, either Party may request confidential mediation before initiating litigation.

19.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict-of-law rules.

19.4 Venue. Unless otherwise agreed in writing, any legal proceeding arising out of this Agreement shall be brought exclusively in the state or federal courts located in Wake County, North Carolina, and each Party consents to the personal jurisdiction of such courts.

ARTICLE 20 ATTORNEY'S FEES

In any legal proceeding arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees, court costs, and other litigation expenses to the extent permitted by applicable law.

ARTICLE 21 GENERAL PROVISIONS

21.1 Independent Contractor. Gray Harbor Prep is an independent contractor. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, employment relationship, or fiduciary relationship between the Parties.

21.2 No Waiver. Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

21.3 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21.4 Assignment. Client may not assign or transfer this Agreement without Gray Harbor Prep's prior written consent. Gray Harbor Prep may assign this Agreement to an affiliate or successor in connection with a merger, acquisition, or sale of substantially all of its business assets.

21.5 Notices. All notices required under this Agreement shall be in writing and delivered to the email or mailing addresses identified in Article 1 (or such updated address as a Party designates in writing) by:

- Email;
- National overnight courier;
- Certified U.S. Mail; or
- Another mutually agreed written delivery method.

Notices by email shall be deemed received on the date transmitted, unless the sender receives an undeliverable notice.

21.6 Entire Agreement. This Agreement, together with any schedules or written amendments executed by both Parties, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions, negotiations, proposals, representations, and agreements, whether oral or written.

21.7 Amendments. No amendment, modification, or waiver of this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

21.8 Electronic Signatures. Electronic signatures and electronically transmitted copies of this Agreement shall be deemed originals and shall have the same legal force and effect as manually executed originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATLANTIC BEAUTY LLC DBA GRAY HARBOR PREP By: <u>Bo Yang</u> Title: <u>General Manager</u> Signature: _____ Date: _____	CLIENT Company: _____ By: _____ Signature: _____ Date: _____
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