PARTNERSHIP AGREEMENT

between

ExecDev

and

Milo-Lab

Effective Date: **08/04/2026**

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms shall have the meanings set out below:

“ExecDev” refers to ExecDev, the party responsible for customer engagement, order processing, and sales support services as described herein.

“Milo-Lab” refers to Milo-Lab, the party responsible for product supply, stock management, and order fulfilment.

“Basket Amount” means the total value of the products in a customer’s order, exclusive of any shipping fees.

“Shipping Fees” means any charges applied to a customer’s order for delivery or postage, which are separate from and additional to the Basket Amount.

“ExecDev Programme” means any offer, programme, community, or initiative operated by ExecDev for the benefit of Milo-Lab customers, including but not limited to membership communities, educational content, media programmes, and loyalty initiatives, as further described in Section 7 of this Agreement.

“Programme Voucher” means a discount voucher issued to members or participants of an ExecDev Programme entitling the holder to a percentage discount on the Basket Amount of a single Milo-Lab order, funded entirely by a reduction in ExecDev’s commission.

2. COMMISSION STRUCTURE

2.1 ExecDev shall be entitled to a commission of twenty-five percent (25%) of the Basket Amount from each sale facilitated through ExecDev’s services.

2.2 The 25% commission shall be calculated exclusively on the Basket Amount. Shipping Fees are expressly excluded from the commission calculation. All Shipping Fees collected shall be forwarded in full to Milo-Lab without any deduction.

2.3 Where a customer redeems a Programme Voucher issued under an ExecDev Programme (as defined in Section 7), ExecDev’s commission on that order shall be reduced by the value of the voucher discount. For example, for each 5% voucher redeemed, ExecDev’s commission shall be twenty percent (20%) of the Basket Amount instead of the standard twenty-five percent (25%). The customer receives the discount, and Milo-Lab continues to receive the same net amount as on a standard order.

2.4 For the avoidance of doubt, the commission is derived solely from the product sale value, and under no circumstances shall Shipping Fees be subject to any commission deduction.

3. ORDER PROCESSING AND PAYMENT COLLECTION

3.1 ExecDev shall collect payment from the customer at the point of order confirmation in order to secure the sale promptly. The parties acknowledge that customer engagement moves quickly and that minimising delay between customer commitment and payment collection is essential to closing orders successfully.

3.2 Upon collecting payment, ExecDev shall forward complete order details to Milo-Lab as soon as reasonably practicable for stock verification and fulfilment.

3.3 Milo-Lab shall verify stock availability and confirm the order to ExecDev within a reasonable timeframe.

4. STOCK UNAVAILABILITY, ALTERNATIVES, AND REFUNDS

4.1 Where any item in a confirmed order is unavailable, Milo-Lab shall seek to offer the customer a suitable alternative product at a comparable or discounted price. ExecDev shall facilitate this communication with the customer on Milo-Lab's behalf.

4.2 If the customer accepts the alternative product, the order shall proceed as amended. The commission structure set out in Section 2 shall apply to the revised Basket Amount.

4.3 If no suitable alternative is available, or if the customer declines the alternative offered, ExecDev is authorised to process a full or partial refund directly to the customer from the ExecDev account.

4.4 ExecDev shall notify Milo-Lab promptly of any refunds issued under this section, including the order reference, amount refunded, and reason for the refund.

4.5 All parties shall endeavour to resolve stock unavailability and process any resulting alternatives or refunds as quickly as possible to ensure a positive customer experience.

5. PAYMENT FORWARDING

5.1 Following the deduction of the agreed commission (as set out in Section 2), ExecDev shall forward the remaining balance to Milo-Lab within twenty-four (24) hours of the payment being cleared into the ExecDev account.

5.2 Payments forwarded to Milo-Lab shall include the full Shipping Fees without any deduction, together with seventy-five percent (75%) of the Basket Amount.

5.3 ExecDev shall maintain accurate records of all transactions and shall make such records available to Milo-Lab upon reasonable request.

6. PRODUCT EXCLUSIVITY

6.1 Recommendations: The ExecDev support agent and the wider ExecDev team are permitted only to recommend products available through Milo-Lab. Under no circumstances shall ExecDev recommend, suggest, or direct customers to alternative products from competing or third-party stores.

6.2 In the event of stock unavailability at Milo-Lab, ExecDev shall inform the customer of the unavailability and offer to notify them when the product becomes available, or suggest alternative Milo-Lab products where appropriate. ExecDev shall not refer the customer to any other store or supplier.

6.3 Customer Handling: All inbound customers engaged by the ExecDev support agent on the Milo-Lab website shall be handled exclusively using Milo-Lab products. Orders shall only be filled and baskets shall only be assembled using products from the Milo-Lab catalogue.

6.4 ExecDev shall not promote, display, or facilitate access to any products that are not part of the Milo-Lab product range during any customer interaction conducted under this Agreement.

7. OFFERS AND PROGRAMMES BY EXECDEV

7.1 Scope: ExecDev may from time to time develop and operate offers, programmes, communities, and initiatives (“ExecDev Programmes”) for the benefit of Milo-Lab customers. Such programmes may include, but are not limited to, membership communities, educational content, media programmes, discount offers, and loyalty initiatives. All ExecDev Programmes are intended to increase customer engagement, encourage repeat purchases, and strengthen brand loyalty to Milo-Lab.

7.2 Funding Principle: Any discounts, vouchers, offers, or incentives provided to Milo-Lab customers through an ExecDev Programme shall be funded entirely from ExecDev’s commission. Milo-Lab’s net revenue from any order shall not be reduced as a result of any ExecDev Programme offer. The cost of all customer-facing incentives is borne solely by ExecDev through a corresponding reduction in its commission percentage on the applicable order.

7.3 By way of illustration: where ExecDev issues a customer a 5% return-customer voucher for the Milo-Lab store as part of an ExecDev Programme, that 5% discount is deducted from ExecDev’s standard 25% commission. ExecDev would therefore receive 20% on that order, while Milo-Lab continues to receive its full 75% of the Basket Amount plus all Shipping Fees.

7.4 This principle applies to all forms of offer or incentive that ExecDev may introduce, regardless of the discount percentage, frequency, or programme structure. In every case, ExecDev’s commission absorbs the full cost of the offer, and Milo-Lab’s revenue share remains unchanged.

7.5 Voucher and Offer Conditions: All vouchers, discounts, and offers issued under an ExecDev Programme shall be redeemable exclusively on Milo-Lab products through the standard order process described in Section 3 of this Agreement.

7.6 Exclusivity Maintained: For the avoidance of doubt, all ExecDev Programmes operate exclusively within the Milo-Lab product ecosystem. All content, product recommendations, educational materials, and purchasing activity within any ExecDev Programme shall relate solely to Milo-Lab products. No ExecDev Programme shall direct, refer, or encourage participants to purchase from any competing or third-party store. ExecDev Programmes exist to serve and grow the Milo-Lab customer base.

7.7 Reporting: ExecDev shall provide Milo-Lab with reasonable visibility into ExecDev Programme activity, including the nature of offers in circulation, the number of redemptions, and the corresponding commission adjustments.

7.8 Either party may request a review of any ExecDev Programme terms upon thirty (30) days' written notice. Any material changes to programme terms that affect order processing or commission structure must be agreed in writing by both parties.

8. TERM AND TERMINATION

8.1 This Agreement shall commence on the Effective Date and shall continue for an initial term of twelve (12) months, unless terminated earlier in accordance with this section.

8.2 Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

8.3 Either party may terminate this Agreement immediately upon written notice if the other party commits a material breach of any term of this Agreement and fails to remedy such breach within fourteen (14) days of receiving written notice of the breach.

8.4 Upon termination, all outstanding payments due under this Agreement shall be settled within thirty (30) days of the termination date.

9. CONFIDENTIALITY

9.1 Each party agrees to keep confidential all information received from the other party in connection with this Agreement, including but not limited to customer data, financial information, business strategies, and operational procedures.

9.2 Neither party shall disclose any confidential information to third parties without the prior written consent of the other party, except as required by law or regulation.

9.3 The obligations of confidentiality set out in this section shall survive the termination of this Agreement for a period of two (2) years.

10. LIABILITY AND INDEMNIFICATION

10.1 Each party shall be liable for any loss or damage caused to the other party as a result of its breach of this Agreement or negligence.

10.2 Neither party shall be liable for any indirect, consequential, or incidental damages arising under or in connection with this Agreement.

10.3 Each party agrees to indemnify and hold harmless the other party against any claims, losses, or expenses arising from a breach of this Agreement by the indemnifying party.

11. GENERAL PROVISIONS

11.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements relating to its subject matter.

11.2 Amendments: No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

11.3 Waiver: The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party’s right to enforce that provision or any other provision at a later date.

11.4 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.5 Relationship: Nothing in this Agreement shall create or be deemed to create a joint venture, employment relationship, or agency between the parties. Each party is an independent organisation and shall remain solely responsible for its own operations, obligations, and liabilities.

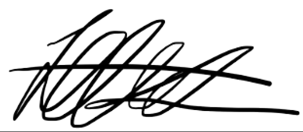
11.6 Notices: All notices required or permitted under this Agreement shall be in writing and shall be delivered by email or other mutually agreed method of communication.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement as of the Effective Date first written above.

For and on behalf of ExecDev:

Signature



Print Name

Hasani Ade

Date

08/04/2026

For and on behalf of Milo-Lab:

Signature

Print Name

Date