



ESSENTIAL OCEAN FOODS MASTER SUPPLY AGREEMENT

Last updated: January 01, 2025

The terms and conditions of this Master Supply Agreement (these “**Terms**”) apply to and govern all requests made by EOF to purchase the Products from Supplier. EOF and Supplier are referred to individually as a “party,” and together as the “parties.”

EOF: Essential Ocean Foods, Inc., a California corporation, based in Los Angeles and engaged in the purchase of the Products from suppliers and resale to wholesalers and retailers.

Supplier: a fisherman, fishing cooperative, or other entity engaged in the procurement and sales of the Products, as listed in the Purchase Order.

Products: long-line caught fish and other seafood products.

These Terms govern EOF's purchase of the Products from Supplier. By Accepting any Purchase Order, receiving any payment, or shipping all or any portion of the Products, Supplier expressly agrees to be bound by these Terms. EOF may modify these Terms at any time by publishing the most recent version on its website located at: www.essentialoceanfoods.net. Supplier's written acceptance (including by e-mail), receipt of any payment, commencement of any work, or shipment of all or any portion of the Products in connection with a Purchase Order, whichever occurs first, shall constitute Supplier's acceptance of the amended Terms.

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1. Purchase Orders

EOF shall document all requests for the purchase of the Products in the form of its standard purchase order, another order form, or in an informal email or sms text message (each, a “**Purchase Order**”). All Purchase Orders incorporate and are governed by these Terms, whether or not these Terms are expressly referenced. Thus, the acceptance of the Purchaser Order shall also constitute acceptance of these Terms. In the event of a conflict between any term or condition of any Purchase Order and these Terms, these Terms shall control unless expressly amended in the Purchase Order by specific reference to these Terms.

2. Offer and Acceptance

Each Purchase Order constitutes a separate offer to purchase the Products as set forth in the Purchase Order (i.e., the number, amount, quantity, weight, etc. of the Products ordered). Supplier's written confirmation (by email or text message), receipt of any payment, or shipment of all or any portion of the Products in connection with a Purchase Order, whichever occurs first, shall be deemed Supplier's acceptance of EOF's offer. Any terms included in Supplier's purchase order, bid, proposal, invoice, statement, published rate schedule, or other memoranda or attachment of any nature whatsoever, shall not govern the transaction between EOF and Supplier. Additional or different terms proposed by Supplier, or any other attempt by Supplier to vary these Terms, shall constitute a counteroffer by Supplier, which counteroffer is rejected by EOF. Supplier understands and agrees that time is of the essence with respect to any and all provisions which specify a deadline for performance.

3. Business Standards

All correspondence, measurements, estimates, quotes, invoices, statements, notices, and other documents associated with the Products and/or the Purchase Order shall be in the official American English language and standard measurement system. In the event of a dispute regarding the Purchase Order, the English language shall govern the interpretation and meaning of these Terms.

4. Product Packaging

All Products shall be suitably packed, marked, and shipped by Supplier in accordance with generally accepted industry standards and practices unless otherwise specified in the Purchase Order. No packing or cartage charges shall be allowed, except as set forth in the Purchase Order.

5. Product Delivery

Delivery of the Products shall be strictly in accordance with the delivery schedule and the final destination identified in the Purchase Order (the “**Destination**”). Supplier shall immediately report any delivery delays to EOF. Receipt of such report shall not operate as a waiver of any of EOF's rights in connection with the Purchase Order, including, without limitation, EOF's right to any applicable discounts. Supplier shall take all reasonable steps to avoid or end delays and shall be solely responsible for any costs related to such efforts. In no event shall Supplier be entitled to any additional compensation. Cost allocation and risk of loss to the Products shall pass from Supplier to EOF at the

Destination. Delivery of the Products from Supplier to EOF shall be F.O.B. Destination, freight prepaid and allowed. Ownership and title to the Products shall pass from Supplier to Buyer at the Destination.

6. Right to Inspection

All Products shall be subject to EOF's inspection and approval in EOF's sole discretion. Inspection may take place at the Destination. EOF's failure to inspect, or failure to discover non-conformities or other problems, shall not constitute a waiver of any of EOF's rights or remedies or relieve Supplier of any of its obligations in connection with the Purchase Order. Any inspection of the Products by EOF shall not constitute acceptance of such Products by EOF.

7. Right to Reject Products

EOF, at its option and in its sole discretion, may reject or revoke acceptance and either return to Supplier or hold at Supplier's risk and expense any Products that: (a) do not conform to Supplier's affirmations of fact and promises; (b) do not conform to industry standards and practices for similar Products; (c) do not conform to all of EOF's specifications in the Purchase Order or EOF's specifications or standards as generally known to Supplier; (d) do not meet US regulator standards specified in Section 8 below; (e) contain defective or inadequate labeling; (e) violate any Applicable Law (as defined below) or other law, regulation, or court or administrative order; (f) fail to comply with any applicable U.S. Customs and Border Protection ("CBP") requirements; or (g) do not comply with country of origin labeling laws or administrative requirements in any way. EOF's failure to reject or revoke acceptance of any Products shall not relieve Supplier of responsibility for any warranty with respect to such Products, either express or implied. Payment of any invoice shall not waive EOF's right to reject or revoke acceptance of any Products. Supplier shall bear all expenses and risks of unpacking, examining, repacking, storing, holding and/or reshipping, returning, and any CBP actions regarding any Products rejected (or the acceptance of which is revoked) by EOF. EOF's right to reject or revoke acceptance and to return or hold any Products shall extend to Products returned by customers of EOF for any of the reasons stated in this section.

8. Product Testing

Supplier shall conduct microbiological and/or chemical testing to confirm that all Products meet or exceed US regulatory standards as set forth in "FDA and EPA Safety Levels in Regulations and Guidance," available [here](#). EOF, in its discretion, may conduct verification testing to confirm that the Products meet or exceed US regulatory standards. EOF's failure to conduct verification testing, or failure to discover non-conformities or other problems, shall neither constitute a waiver of any of EOF's rights or remedies nor relieve Supplier of any of its obligations. EOF's performance of verification testing on Products shall not constitute acceptance of such Products.

9. Product Recalls

If any Products, because of a condition which exists at the time of delivery to EOF (or which results from such condition), are the subject of a recall or safety notice initiated by Supplier, EOF, or any government or consumer protection agency, Supplier shall be responsible for all reasonable costs and expenses associated with the recall or notice and shall reimburse EOF for all reasonable costs and expenses incurred by EOF in recalling, publishing notices about, shipping and/or destroying such Products (including, without limitation, any products with which such Products were packaged, consolidated, or commingled) at EOF's net landed cost therefor, including refunds to customers. Upon learning or receiving notice of a credible claim or potential claim of a defect in, or tampering with, any Products, Supplier shall promptly notify EOF and, if appropriate, contact the FDA and/or other appropriate government agency, and shall immediately conduct at its expense sufficient analyses of such Products to reliably determine the accuracy of such claim and the cause of any such defect or tampering. EOF and Supplier shall assist each other in all reasonable ways to resolve any claims involving Products subject to a recall or safety notice.

10. Import of Foreign Products

With respect to the packaging, shipment, and delivery of the Products to the Destination, Supplier shall comply with all import and sanctions laws, regulations, orders, and authorizations applicable to the import and delivery of any products from outside the US. Supplier shall further comply with each of the following requirements:

Country of Origin

All Products must be clearly and conspicuously marked with the country of origin (the country that controls the territory where the Products were originally procured from the ocean), and any other "Country of Origin" requirements under U.S. Customs Regulations, 19 CFR Part 177. The country shall be written in the American English version of the name of the country, if different. Internationally recognized abbreviations or spelling variants that clearly and unmistakably indicate the name of the country of origin are acceptable (e.g., "FJ" for "Fiji" or "Brasil" for "Brazil"),.

Import Records

Supplier shall not list EOF as either "Importer of Record" or "Consignee" on any import disclosures, customs declarations, or other similar documents without EOF's prior written consent. Absent such prior written consent, Supplier or its designee shall serve as the US importer for all Foreign Products and shall be responsible for all import

authorizations required to fulfill Supplier's obligations in connection with the Purchase Order. More specifically, Supplier or its designee shall be responsible for all aspects of importation and delivery of Foreign Products to the Destination the US, including, without limitation: (a) customs and regulatory clearances; (b) payment of tariffs, duties, customs, fees, expenses, and other charges; and (c) keeping records, documents, correspondence, and tracking information required under Applicable Laws.

Shipping Information

Supplier shall provide to EOF in connection with each shipment of Foreign Products: (a) a packing list detailing the contents of the entire shipment; (b) a copy of Supplier's commercial invoice; and (c) a copy of the bill of lading.

Shipping Containers

If Foreign Products will be shipped via ocean transport vessel destined to arrive within the limits of a port in the US, Supplier shall: (a) ensure that all Importer Security Filing (ISF) data elements are prominently included on the associated commercial invoice; and (b) provide the commercial invoice, packing list, bill of lading, and anticipated vessel loading date to EOF no later than 72 hours before loading Foreign Products aboard the vessel.

Trade Agreements

Supplier shall provide to EOF any additional documentation necessary to support applicable duty free, special tariff, or free trade agreements that may apply to the Order before shipping Foreign Products to the US. Such additional documentation may include, without limitation: (a) North American Free Trade Act (NAFTA) certificates of origin; (b) Generalized System of Preferences (GSP) declarations; (c) Chilean Free Trade Act (CFTA) declarations; and (d) Australian Free Trade Act (AFTA) declarations. The facts included in such documentation shall be verified by Supplier and signed by an official with direct knowledge of the information.

11. Invoices and Payment

All invoices shall be directed to the address (or email address) specified on the Purchase Order, reference the Order number, and be accompanied by documentation supporting the amounts invoiced, including, without limitation, bill of lading. Supplier shall submit invoices to EOF according to the schedule set forth in the Purchase Order, and if not specified, Supplier must submit the invoice not later than 30 days from the delivery date of the Products under the invoice to the Destination. Supplier waives its right to payment for any amounts not invoiced to EOF within 90 days following delivery of the Products to the Destination. If any services are provided, Supplier's invoice must be accompanied by a waiver of lien rights from any subcontractors performing such services in a form reasonably acceptable to EOF. No payments by EOF shall constitute final acceptance of the Products nor waive any of EOF's rights and remedies. EOF shall have the right at all times to set off any amount owing to or from Supplier under the Purchase Order, or pursuant to any other agreement with Supplier.

12. Taxes and Fees

Supplier shall pay or cause to be paid all taxes, fees, levies, penalties, licenses, charges, or interest imposed by any government authority ("**Taxes**") on or with respect to the Products prior to or at the Destination. If either party is required to remit or pay Taxes that are the other party's responsibility under these Terms, then the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes shall furnish the other party with any documentation necessary to evidence such exemption.

13. Confidentiality

Any and all information provided by EOF to Supplier relating to EOF's business, strategies, marketing, customers, relationships, or otherwise of a confidential and proprietary nature, including the details and amounts under any Purchaser Orders ("**Confidential Information**") shall be maintained by Supplier in the strictest of confidence. Suppliers agrees not to divulge or disclose any Confidential Information to any third-parties without prior written consent of EOF and not use any Confidential Information to EOF's detriment or to the benefit of any third-party.

14. Non-Solicit

Supplier acknowledges and agrees that EOF has expended significant time, resources, and effort in identifying, developing, and maintaining its relationships with the wholesales and retailers that it sells the Products to (collectively, the "**EOF Buyers**") that the EOF Buyers are considered Confidential Information as defined in Section 13. Thus, Supplier agrees that during the Restricted Period, Supplier will not, directly or indirectly, for itself or any third-party, solicit, approach, negotiate with, contract with, or otherwise actually or attempt to circumvent EOF's relationship with the EOF Buyers or conduct business with any EOF Buyer for the purpose of selling or distributing any seafood products that are the same or substantially similar to the Products supplied hereunder, without EOF's prior written consent (the "**Restriction**"). Supplier further acknowledges and agrees that the foregoing Restriction is reasonable and is necessary to protect EOF's legitimate business interests, including its goodwill, and customer relationships. If the Restriction is held or deemed to be invalid or unenforceable, in whole or in part, for any reason, such term or provision shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining

terms and provisions of the Restriction shall remain in full force and effect to the maximum extent permitted by law and equity. The **"Restriction Period"** means during the term of any ongoing Purchase Orders between EOF and Supplier and for a period of 2 years following the termination of the parties business relationship for any reason, including, without limitation, no reason.

15. Supplier Representations & Warranties

Supplier represents and warrants each of the following to EOF and acknowledges that each is a material inducement to EOF to complete the Purchase Order. These representations and warranties are in addition to, and shall not be construed as restricting or limiting any warranties of Supplier, express or implied, which are otherwise provided by law.

Applicable Laws

Supplier is, and shall remain, in compliance with all applicable laws, rules, ordinances, codes, and orders and decrees of any governmental authority affecting the Products, including, without limitation: (a) the Hazard Analysis Critical Control Point regulations for Fish & Fishery Products, 21 C.F.R. Part 123; (b) the U.S. Food and Drug Administration ("**FDA**") Fish and Fishery Products Hazard Guidance—4th Edition; (c) the US Federal Food, Drug and Cosmetic Act, as amended, and the regulations adopted thereunder; (d) U.S. Customs Regulations; (e) the Fair Packaging and Labeling Act, as amended, and any regulations adopted thereunder; (f) the Federal Consumer Product Safety Improvement Act and any additional requirements imposed thereunder; (g) the Bioterrorism Act of 2002, as amended, and any regulations adopted thereunder; (h) California Proposition 65 and any regulations adopted thereunder (including 27 Cal. Code Regs. §§ 25000-2700 inclusive); and (i) California Health and Safety Code §§ 25249.6 et seq., (collectively, "**Applicable Laws**"), and shall comply and cause all of its employees, agents, subcontractors, and other representatives to comply with the Applicable Laws and these Terms.

Dolphin-Safe Fishing Practices & TTVP Compliance

Any tuna or tuna products supplied pursuant to these Terms are and will be harvested in a manner consistent with "dolphin-safe" fishing requirements under the Dolphin Protection Consumer Information Act (16 U.S.C. § 1385 et seq.) and all regulations issued thereunder. In particular, Supplier shall comply with the Tuna Tracking and Verification Program ("**TTVP**") administered by NOAA Fisheries (or any successor agency). Supplier shall maintain all records, logs, and other documentation necessary to verify full compliance with TTVP requirements and shall provide such documentation to EOF promptly upon request. Supplier further represents that no fishing methods known to cause direct mortalities or serious injuries to dolphins were used in harvesting the tuna, and that all labeling or claims made regarding the dolphin-safe status of the tuna or tuna products are and shall remain fully compliant with applicable U.S. federal regulations and guidelines.

Product Warranties

The Products: (a) conform to: Supplier's affirmations of fact and promises, industry standards and practices for similar Products, EOF's policies and standards, and all of EOF's specifications; (b) are fit for ordinary and known particular purposes; (c) are procured, produced, and sold in compliance with Applicable Laws; and (d) meet or exceed all consumer health and safety, environmental protection, product and package labeling, traceability, and other requirements under Applicable Laws.

Product Integrity

The Products and any and all goods and materials used by Supplier in or with the Products sold to EOF, including, without limitation, raw materials and intermediate/semi-processed products (collectively, "**Product Materials**"), were at all times stored and transported under conditions necessary to protect integrity of the Products. Without limiting the generality of the foregoing, refrigerated Products and Product Materials were at all times stored at temperatures less than 36° Fahrenheit (2.2° Celsius), and frozen Products and Product Materials were at all times stored at temperatures less than -4° Fahrenheit (-20° Celsius).

Product Safety

Supplier has, and will continue to have, sufficiently tested, suitable, and reliable product safety and quality assurance programs, including a process to effectively and efficiently address any recalls, as well as a food defense system that effectively and materially addresses intentional acts of contamination and/or terrorism.

Supply Chain

Supplier has, and will continue to have, proper policies and procedures to ensure that history, application, location, and other relevant information reasonably required of EOF in connection with the Products, including, without limitation, the Materials, can be clearly and properly traced or otherwise followed from their respective points of origin through all stages of production, processing, and distribution to their post-delivery locations. Supplier maintains complete and accurate records and legally prescribed documents in support of the foregoing and shall promptly provide the same to EOF upon request.

Human Rights

Supplier complies with all human rights laws, including, without limitation, prohibitions on child labor, slavery, and human trafficking, in the countries in which it does business, and the producers or providers of any Ingredients comply with all human rights laws in the countries in which they do business.

Environmental Laws

Supplier complies with all environmental laws and regulations in the countries in which it does business, and the producers and providers of any Ingredients comply with all environmental laws in the countries in which they do business.

Sustainable Practices

Supplier employs sustainable technologies and initiatives in connection with its business, operations, and processes, and the methods used to grow, harvest, or otherwise secure any and all Products do not permanently damage or deplete natural resources. Where the Products bear or are required to bear a Marine Stewardship Council (“**MSC**”) label, Supplier represents and warrants that it (and its upstream suppliers, if applicable) maintain full compliance with all relevant MSC requirements and standards, including the MSC Fisheries Standard and MSC Chain of Custody Standard. Supplier shall keep all necessary documentation, records, and certifications current and shall furnish such documentation to EOF upon request. If, at any time, Supplier ceases to hold MSC certification or otherwise fails to comply with MSC requirements, Supplier shall promptly notify EOF in writing.

No Illegal Fishing

Supplier does not engage in any illegal, unreported, or unregulated (“**IUU**”) fishing or harvesting, and the producers or providers of any Ingredients do not engage in IUU fishing or harvesting.

No Discrimination

Supplier does not unlawfully discriminate, harass or permit harassment against any person because of their race, color, religion, sex, age, sexual orientation, ancestry, creed, marital status, national origin, disability, veteran's status, or union activity.

Good Title

Supplier has and shall transfer good title to the Products to EOF free and clear of any liens, adverse claims, or other encumbrances.

No Third-Party Liens

Supplier shall pay when due all of its obligations to third-parties incurred in connection with the Products and shall keep the Products free and clear of all liens and other encumbrances. If Supplier breaches this section, then, in addition to any other rights which EOF may have against Supplier, EOF may withhold payment from Supplier until sufficient funds have been withheld to satisfy such obligations and/or to cause the release of such liens or other encumbrances on the Products.

Adequate Insurance

Supplier shall obtain and maintain throughout the term of any open Purchase Order, at Supplier's sole expense and with reputable insurance companies authorized to do business in the jurisdiction of the Destination, insurance coverage of the types and limits as follows: (a) general commercial liability insurance with coverage adequate to cover all liability associated with the Purchase Order, including, without limitation, bodily injury or property damage, personal injury, products, completed operations, sudden and accidental pollution, and Supplier's indemnity obligations; (b) if Supplier will make deliveries on EOF's premises, business auto liability insurance covering all vehicles used in the transportation and delivery of the Products complying with the requirements in the jurisdiction, or a combined single limit of \$1,000,000 per occurrence for bodily injury or property damage, whichever is greater; and (c) If Supplier will enter onto EOF's premises, workers compensation insurance complying with the laws in the jurisdiction over each employee, whether or not Supplier is required by such laws to maintain such insurance, and employer's liability (if applicable) with limits of not less than \$1,000,000 per occurrence. The limits set forth below are minimum limits and shall not be construed to limit Supplier's liability. Limits may be satisfied through any combination of primary and umbrella policies. In each of the above policies, Supplier shall waive, and shall require its insurers to waive, any rights of subrogation or recovery they may have against EOF. Under the policies described in (a) and (b) above, EOF shall be named as additional insureds. Any cost associated with naming EOF as an additional insured shall be the sole responsibility of Supplier. Such policies shall be primary insurance with respect to EOF, and any other insurance maintained by EOF shall be excess and not contributory with this insurance. Non-renewal or cancellation of the policies described above shall be effective only after written notice is received by EOF 30 days in advance of any such non-renewal or cancellation. Prior to rendering any services related to the Purchase Order, Supplier shall deliver to EOF certificates of insurance evidencing the existence of all insurance required above. If the

insurance policies described in this section are not obtained and maintained as provided, then EOF, in its sole discretion, shall have the right to immediately terminate the Purchase Order or to suspend delivery of the Products until such time as the obligations of this section are satisfied without any liability to Supplier whatsoever.

Use of Funds

Supplier shall not use any funds received from EOF under any Purchase Order or otherwise for any purpose prohibited by Applicable Laws, including, without limitation, the Foreign Corrupt Practices Act.

Further Assurances

Supplier shall, upon request by EOF, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under the Purchase Order or these Terms.

16. Termination for Convenience

EOF reserves the right to cancel any Purchase Order, in whole or in part, for its own convenience without cause at any time by giving Supplier written notice of such cancellation. Upon receipt of any such notice, Supplier shall: (a) immediately stop performance to the extent set forth in the notice; (b) cancel any orders or subcontracts pertaining to the Purchase Order to the extent set forth in the notice; (c) preserve and protect any goods or materials purchased for or committed to the Purchase Order pending EOF's instructions; (d) comply with EOF's directions to terminate the delivery of the Products; and (e) promptly use commercially reasonable efforts to minimize the amount of any third-party termination charges associated with any such cancellation. EOF shall pay for Supplier's performance under the Purchase Order satisfactorily completed as of the date of receipt of EOF's notice of cancellation, as substantiated by documentation satisfactory to and verified by EOF, together with any termination charges actually incurred (the "**Cancellation Fee**"). Under no circumstances shall Supplier be entitled to any prospective profits or damages because of such EOF cancellation. The Cancellation Fee shall not exceed the price that would otherwise be payable to Supplier under the Purchase Order. EOF shall not have any liability whatsoever related to cancellation of the Purchase Order beyond the Cancellation Fee.

17. Termination for Cause

Supplier shall be in material breach of these Terms if Supplier: (a) fails to cure any breach of an Purchase Order or these Terms within 3 days following Supplier's receipt of notice from EOF advising of the breach; (b) makes an assignment for the benefit of its creditors or consents to or acquiesces to the appointment of a receiver, liquidator, fiscal agent, or trustee; or (c) becomes insolvent or enters into a voluntary or involuntary bankruptcy or receivership (singularly and collectively, a "**Material Breach**"). If Supplier is in Material Breach, EOF may, in its sole discretion, avail itself to any or all of the following remedies: (i) withhold payment to Supplier for any amounts due for the purpose of setoff against and to the extent of EOF's damages caused by the Material Breach; (ii) terminate or suspend Supplier's performance under the Order, in whole or in part, effective immediately upon Supplier's receipt of EOF's notice of termination/suspension; or (iii) pursue and enforce any and all other rights or remedies available to EOF at law or equity.

18. Force Majeure

The parties shall not be responsible for, and no liability shall result in connection with, any delays in delivery or in performance which result from any circumstances beyond the party's reasonable control, including, without limitation, carrier delays, foreign or domestic embargoes, seizures, acts of God, insurrections, wars, adoption or enactment of any new laws, ordinances, or regulations, fires, floods, explosions, strikes, pandemic or epidemic events, extraordinary currency devaluations, taxes or custom duties, or any other similar events or contingencies.

19. Liability Limitations

IN NO EVENT WILL EOF BE LIABLE TO SUPPLIER, FOR ANY: SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR LOSS OF GOODWILL; BUSINESS INTERRUPTION; PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; PERSONAL INJURY, DEATH, OR PERSONAL OR PROPERTY DAMAGE, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF EOF HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. EOF'S TOTAL AND ENTIRE AGGREGATE LIABILITY ARISING FROM OR RELATING TO ANY PURCHASE ORDER OR THESE TERMS, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS ACTUALLY PAID OR DUE AND PAYABLE BY EOF TO SUPPLIER UNDER THE PURCHASE ORDER GIVING RISE TO THE CLAIM.

20. Supplier Indemnification

Supplier shall, at its sole expense, defend, indemnify, and hold harmless EOF (including its directors, officers, employees, and agents), from and against all loss, direct or consequential damage, cost, expense, claim, or other liability of any kind whatsoever (including attorney fees), actual or alleged, caused by, arising out of, resulting from, or occurring in whole or in part in connection with: (a) Supplier's failure to comply with its obligations under the Purchase Order and/or these Terms; (b) acts or omissions of Supplier's employees, subcontractors, or agents in the performance of the Order or at EOF's premises; (c) defects in the Products; (d) breach of any warranty, express or implied, in connection with Products; (v) failure to provide adequate warnings, labeling, or instructions related to the Products; (e) the existence of contaminants or other foreign materials in the Products at levels exceeding limits permissible under Applicable Laws; or (f) Supplier's failure to comply with any Applicable Laws.

21. Dispute Resolution

Governing Law

These Terms shall be construed and enforced according to the laws of the State of California without regard to any conflict-of-laws principles that might implicate the laws of any other jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply to these Terms or any Purchase Order.

Jurisdiction and Venue

Venue for legal proceedings of any nature whatsoever relating to or otherwise involving any Purchase Order or these Terms shall be Los Angeles County, California. Supplier expressly consents and submits to the jurisdiction of any state or federal court located in Los Angeles County, California.

Injunctive Relief

Supplier recognizes that its breach or threatened breach of Sections 13 (Confidentiality) or Section 14 (Non-Solicit) may cause EOF irreparable harm and significant injury, the amount of which may be difficult to estimate and ascertain, thus making inadequate any remedy at law or in damages. Thus, Supplier agrees that EOF will be entitled to seek injunctive relief, including temporary, preliminary, and permanent injunctive relief and specific performance by any court of competent jurisdiction, without any requirement to post a bond or other security. The foregoing shall be in addition to any other rights and remedies available to EOF at law or in equity.

Costs & Attorney Fees

Supplier agrees to compensate EOF for all reasonable costs and expenses of any kind, including, without limitation, attorney, paralegal, and other professional fees, actually incurred and reasonably necessary in connection with any efforts by EOF to enforce a right or obligation relating to a Purchase Order which arises outside of suit, action, arbitration, or other legal proceeding. In the event that a suit, action, arbitration, or other legal proceeding of any nature whatsoever is brought relating to a Purchase Order and/or these Terms, or any of the rights or obligations under a Purchase Order and/or these Terms, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, and other professional fees, as well as any and all other fees, costs, and expenses of any kind actually incurred and reasonably necessary in connection herewith, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs, and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law.

22. Miscellaneous Terms

Business Relationship

The relationship of EOF and Supplier is that of independent contractors, and nothing herein will be construed to create a partnership, joint venture, agency, or employer-employee relationship between the parties. Neither party nor its agents will have any authority to bind the other party in any respect. The parties do not intend to confer a third-party beneficiary right of action on any third-party.

Entire Agreement

These Terms constitute the entire agreement between EOF and Supplier pertaining to the Purchase Orders and the purchase and sale of the Products and supersede any prior or contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, except as specifically set forth herein.

Survival of Terms

Any provisions of these Terms which by their nature are intended to survive termination, expiration, cancellation, or completion of a Purchase Order (including, without limitation, Confidentiality, Non-Solicit, Indemnification, Supplier Representations and Warranties, Further Assurances, and Survival) shall survive and continue as valid and enforceable obligations notwithstanding termination, expiration, cancellation, or completion of the Purchase Order.

Severability of Terms

If any provision of these Terms becomes or is found by a court or arbitrator of competent jurisdiction to be illegal, unenforceable, void, or voidable, then such clause or provision shall be modified to the extent necessary to make it legal and enforceable. If modification of such provision is not possible, then it shall be severed from the remainder of these Terms so that the remainder may remain in full force and effect.

No Waivers of Rights

No waiver by any party of any breach shall be deemed to be a waiver of any other or any subsequent breach, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided. The failure of a party to exercise or enforce any provision shall not constitute a waiver of the provision and shall not preclude or prejudice such party from later enforcing or exercising the same, or any other, provision.

Formatting of Terms

All captions, titles, headings, and divisions are for purposes of reference and convenience only, and may not be construed to limit or affect the interpretation of the Terms.

Notices to Parties

All communications required or permitted under any Purchase Orders or these Terms must be in writing and sent to the address or email address for the applicable party listed on the Purchase Order and will be deemed delivered: (a) when given if given to the addressee in-person or when sent by email (with confirmation of transmission) if sent during normal business hours of the recipient (or the next business day if sent after normal business hours); (b) next day if sent by a nationally recognized overnight courier (receipt requested); or (c) 3 days after the date mailed by certified or registered mail. Any legal notices sent to EOF must be sent to the address below, requiring a signature for delivery:

Essential Ocean Foods Inc.

Attn: Blake Robert
9111 S La Cienga Blvd, Suite 206
Inglewood, California, 90301

Assignment

Supplier may not assign any of its rights or obligations under any Purchase Order and/or these Terms without EOF's prior written consent. Any attempted assignment of such rights or obligations without EOF's prior written consent shall be null and void. EOF, may assign, delegate, or transfer its rights and obligations under any Purchase Order and/or these Terms, in whole or in part, to any successor in interest or any purchaser of all or substantially all of its assets.

Binding Effect

These Terms shall apply to and bind the successors and permitted assigns of the parties, including, without limitation, Section 14 (Non-Solicit).