MERCHANDISE CO-OWNERSHIP, PURCHASE AUTHORIZATION AND OPTIONAL RESALE SERVICES AGREEMENT

This Agreement is between Shlish Commerce LLC ("Shlish") and the party identified below ("Owner" or "Customer"). It takes effect when signed by Owner and accepted by Shlish.

1. Account; Customer Funds

Customer may deposit funds into a Shlish prepaid purchasing account for future merchandise purchases. Uncommitted funds are held in the Shlish customer purchasing account until Customer selects a deal or authorizes purchases under Section 2. Customer may request return of the uncommitted balance at any time without a withdrawal fee. Shlish will maintain records of each Customer’s uncommitted balance, committed purchases and merchandise ownership. No minimum deposit or additional funding is required.

2. Deal Selection; Automatic Purchase Authorization

Customer may approve individual deals or enable automatic purchasing within criteria Customer selects, including brands, categories, unit price, per-deal and aggregate spending limits, projected margins and expected resale periods. Shlish will record each authorization, change and purchase, including the merchandise lot, price, quantity, ownership share and transaction time. Customer may change or disable future automatic purchases at any time; existing commitments remain effective. Use of sale proceeds for future purchases requires the Customer’s applicable authorization. Projected margins and resale periods are estimates, not guarantees.

3. Identification; Undivided Ownership

Customer owns a percentage of the merchandise in each deal based on the amount contributed toward that purchase. If Shlish or other customers participate, each owns their recorded percentage of the entire lot. Shlish will record the merchandise, each owner's share and its warehouse location. Owning merchandise does not give Customer an ownership interest in Shlish Commerce LLC.

4. Customer-Directed Release; Co-Owner Allocation; Removal Fee

Customer may request delivery of their share of available merchandise through the app or the inventory contact. If the share includes part of a unit, the owners may agree to buy or sell that fractional interest at current market value. If they do not agree, ownership of that fraction continues until it is sold or otherwise resolved. Goods already committed to a sale cannot be withdrawn. Ordinary 3PL storage and handling costs are shared according to ownership percentage. On release of goods to Customer or their designated location outside the Shlish program, Shlish charges a removal labor fee of 2% of the original merchandise purchase cost attributable to the goods released. The requesting Customer also pays applicable pick, packing and shipping charges; the same handling work may not be charged twice. The fee is charged once on release, not on a request alone, an internal warehouse transfer or a return of uncommitted funds.

5. Independent Administrator; Third-Party Warehouses

Boruch Landau at Deal & Runner (boruch@dealandrunner.com) is the inventory-release contact. Customers may contact him directly to arrange shipment of their available merchandise. He will coordinate with the warehouses under separate written authorizations from Shlish and the participating warehouses. Those arrangements will also provide a backup contact and access to ownership records if the app is unavailable. Warehouse charges and existing commitments still apply.

6. Optional Selling Services; Commission; Independent Sales

Customers may find their own buyers or use Shlish's network of Amazon and other sellers, which offers merchandise from purchased lots to individual buyers. While merchandise remains in the Shlish program, Shlish earns a selling commission of 40% of positive Net Proceeds, as defined in Section 8, on a completed sale, including when Customer finds the buyer. The separate 5% sales fee applies only when Shlish arranges the sale, unless separately agreed. After Customer takes delivery to their own location, Shlish earns no commission on later independent sales. The removal fee under Section 4 and charges already incurred remain payable. Third-party sellers handling proceeds must agree to provide payment and sales records.

7. Five Percent Sales Fee; Gross Sales; Sales Tax

For each completed sale arranged through Shlish's selling network, Shlish earns 5% of the original gross sale amount attributable to Customer's share, including buyer-paid shipping but excluding sales tax. The fee is calculated before discounts and later refunds and deducted once before the Section 8 commission. No fee is charged on deposits, unsold or lost goods, or canceled transactions that never become completed sales. A later refund does not reverse the fee or reduce Customer's protected amounts under Section 10. The fee supports Shlish's contractual lost-goods and return obligations, which are not limited to fees collected; it is not third-party insurance. Where a marketplace is responsible for collecting and remitting sales tax on an order, it handles that tax. Sales tax is recorded separately and excluded from gross merchandise proceeds, Net Proceeds and the sales-fee base. Transactions outside such arrangements remain subject to applicable tax law, with any applicable tax separately identified.

8. Net Proceeds; Ordinary Trading Loss; Payment

Gross Proceeds means completed sale revenue attributable to Customer's merchandise share, excluding sales tax. Net Proceeds means Gross Proceeds less documented merchandise purchase cost, shipping, storage, preparation, 3PL handling, marketplace expenses and the applicable 5% sales fee, before Shlish's selling commission. Each cost is deducted once. Shared expenses are allocated by ownership percentage; special shipment costs are charged to the requesting owner. Shlish earns 40% of positive Net Proceeds as its selling commission; Customer retains 60%, plus the recovered merchandise purchase cost. No 40% commission is due on zero or negative Net Proceeds. Amounts owed to Customer are paid as sale proceeds clear, after applicable deal expenses. Ordinary trading losses reduce Customer's recovery unless covered under Sections 9 or 10. No minimum proceeds or general guarantee of purchase funds is promised.

9. Lost or Damaged Merchandise

Shlish covers individual units lost, damaged, or mishandled during normal operations. Theft, fire, or major warehouse losses are handled through the applicable 3PL or other insurance. Shlish will assist with claims and pass recovered amounts to the customer.

10. Shlish Return Service; Customer Returns After Sale

If a sale arranged by Shlish is later refunded, Shlish pays the buyer refund and handles the return costs. Customer keeps the original merchandise purchase funds and 60% of the positive Net Proceeds earned on that sale, whether already paid or still owed. Shlish cannot reduce or recover those protected amounts because of the return. If the refund is deducted from proceeds held for multiple owners, Shlish must restore Customer's protected amount. Once Shlish has paid the refund and all protected amounts, the returned goods and any later resale proceeds belong to Shlish. This service does not apply to independent sales after Customer takes delivery.

11. Withdrawals; Termination

Customer may request return of uncommitted prepaid funds at any time through the portal or by notice to yisroel@shlishco.com, without a withdrawal fee. Shlish shall arrange return of the uncommitted amount promptly through normal payment processing and stop new commitments for the requested amount. Amounts already committed to merchandise are governed by Customer’s ownership, release and resale rights under this Agreement. Existing commitments, accrued charges and obligations survive termination.

12. Records and Reporting

Shlish shall keep accurate lot-level records of ownership, authorized purchases, costs, warehouse holdings, third-party sales, fees, returns, recoveries and payments. Customer may reasonably inspect supporting records and request statements and a closing reconciliation. Corrections require an audit trail; portal changes cannot amend this Agreement or extinguish liabilities. Shlish may buy from related suppliers including Deal & Runner at documented prices incorporating ordinary supplier margins; separate markups or commissions require prior written agreement. Shlish shall disclose material conflicts and use reasonable care.

13. Company Obligations

Shlish Commerce LLC is responsible for its obligations under this Agreement, including handling uncommitted customer funds and the express loss and return protections. Boruch Landau, Yisroel Leeder, other representatives and related companies are not personal guarantors solely by involvement; separate undertakings and nonwaivable liabilities remain unaffected. Shlish shall act honestly and with reasonable care.

New Jersey law governs except where superseded by applicable federal law or nonwaivable protections. Amendments require both parties' written or legally valid electronic signatures. This Agreement supersedes inconsistent prior discussions but does not discharge accrued claims or obligations. Invalid provisions shall be severed only to the extent permitted by law. Notices may be sent to the addresses designated below and are effective on receipt. Shlish accepts by countersignature or a separate written confirmation expressly referring to this Agreement; receipt of funds alone does not constitute acceptance.

OPERATING SCHEDULES

Schedule A - Prepaid Account. Customer funds are held in the Shlish prepaid purchasing account until applied to authorized purchases or requested for return. Shlish tracks each customer's uncommitted balance, purchases and merchandise ownership.

Schedule B - Warehouse Contact. Boruch Landau, Deal & Runner, boruch@dealandrunner.com, coordinates releases under separate written warehouse authorizations. Backup contacts and warehouse procedures are recorded separately.

Schedule C - Customer-Sourced Sales. The Section 8 selling commission applies while goods remain in the Shlish program, including sales to buyers found by Customer. The 5% fee applies only to Shlish-arranged sales unless otherwise agreed. After physical withdrawal to Customer's own location, later independent sales are not subject to Shlish's selling commission or Shlish-arranged return protection.

Schedule D - Auto-Purchasing. Customer may authorize purchases within selected brands, categories, price limits, per-deal and total limits, projected margins and expected selling periods. Shlish records each authorization, purchase and change. Sale proceeds may be used for future purchases only with Customer's applicable permission. Changes or cancellation apply to future purchases.

SHLISH CONTACT Yisroel Leeder | yisroel@shlishco.com

OWNER INFORMATION & SIGNATURE

Owner legal name: _____

Email: _____ Phone: _____

Address: _____

Owner signature: _____ Date: _____

FOR SHLISH COMMERCE LLC

Authorized signature: _____ Title: _____

Date: _____