

## MASTER PURCHASE AND SALE AGREEMENT

This Master Purchase and Sale Agreement (as amended, modified and supplemented from time to time, this "Master Agreement") is entered into as of December \_\_\_, 2019 between P [REDACTED] Merchant Services, LLC, a Delaware limited liability company ("Party A") and [REDACTED] Coffee, Inc, a Delaware corporation ("Party B"). Party A and Party B are sometimes referred to individually as a "Party" or collectively as "Parties."

### ARTICLE 1

#### SCOPE, DEFINITIONS AND TRANSACTION PROCEDURE

Section 1.1 Scope. This Master Agreement governs each Transaction between the Parties for the purchase and sale of the Eligible Commodity, as identified by the Parties pursuant to the terms and conditions herein.

Section 1.2 Definitions. All defined terms shall have the meanings set forth in Exhibit "A" hereto or in the Confirmation for a specific Transaction.

Section 1.3 Single Agreement. The Parties may agree from time to time to enter into one or more Transactions, each of which shall be governed by this Master Agreement and the applicable Confirmation exchanged between the Parties. If the terms of a Confirmation differ from this Master Agreement, the terms of the Confirmation shall control. All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single, integrated agreement between the Parties and, in the absence of the same forming such a single agreement, the Parties would not otherwise enter into any Transactions.

Section 1.4 Limited Undertaking. Neither Party commits, by entering into this Master Agreement, to enter into any individual Transaction with the other Party.

Section 1.5 Oral Agreements and Confirmations. A Transaction may be entered into upon oral agreement of the Parties to the material commercial terms and such agreement shall be binding and enforceable as of the time of oral agreement. Upon receipt of a Confirmation from Party A specifying the commercial terms above, Party B shall examine the terms of such Confirmation and, unless Party B objects in writing to the terms within two (2) Business Days after receipt of that Confirmation, those terms shall be deemed accepted and correct absent manifest error, in which case that Confirmation shall form a binding supplement to this Master Agreement.

Section 1.6 Oral Agreements Enforceable. The Parties agree not to contest, or enter any defense concerning the validity or enforceability of any Transaction on the grounds that the Transaction fails to comply with the requirements of the statute of frauds or any other statute that agreements be written or signed.

