YUMMY FOODS

Draft for Nigerian legal review | Mini Loaves wholesale programme

Retail Supply and Partnership Agreement

Agreement date: _____ Partner ID: _____

Between: Yummy Foods (the "Supplier"), business address:

_____

and: _____ (the "Retail Partner"), business address:

_____

1. Appointment and status

Supplier appoints Retail Partner on a non-exclusive, independent-business basis to resell approved Yummy Foods Mini Loaves at the approved retail location(s). No agency, franchise, employment, territorial exclusivity or authority to bind Supplier is created. Additional outlets require written approval.

2. Products, price and minimum order

Only 3 × 5 inch individually wrapped Mini Loaves are covered. Wholesale price is ₦900 per loaf, with a minimum of 50 loaves in total per restock order, across any available flavours (minimum product value ₦45,000). Delivery charges, if any, must be disclosed before order acceptance. Supplier may revise prices for future orders by written notice; accepted orders retain their agreed price unless both parties agree otherwise.

3. Ordering and payment

Retail Partner must submit flavour-by-flavour quantities, requested delivery date and delivery address through the approved partner portal. A requested date is not a delivery guarantee until confirmed by Supplier. Each order will receive an invoice or order confirmation. Retail Partner must pay 50% of the confirmed product invoice before dispatch. The remaining 50% is due within seven (7) calendar days of delivery, whether or not the stock has sold. No subsequent order may be dispatched until all prior invoice balances are paid in full. Only one wholesale invoice may remain outstanding at any time. Supplier may suspend credit privileges and require 100% advance payment for repeated late payments, following written notice. Deposits and balances must be verified as received before the corresponding dispatch authorization. Supplier may hold orders for unpaid balances, unavailable stock or compliance concerns.

4. Account approval and first dispatch

Registration does not authorize wholesale purchasing. Supplier must approve the application and both parties must sign this Agreement before the first order is dispatched.

Supplier may suspend portal access for suspected misuse, nonpayment or material breaches.

5. Shelf life, handling and display

Mini Loaves have a maximum stated shelf life of 10 days, subject to the product label and any earlier best-before date. Retail Partner shall store them in a clean, cool, dry location away from direct sunlight, excessive heat, moisture and pests; chocolate-containing products are particularly heat-sensitive. Retail Partner shall follow label instructions, use first-expiring-first-out rotation, not sell after the printed best-before date, and not remove, obscure or alter packaging, ingredients, allergen information or date markings.

6. Delivery, inspection and damage

Retail Partner shall inspect the delivery promptly upon receipt and record any visible transit damage, shortages or packaging failures on the delivery note, with clear photos where reasonably possible, notifying Supplier within 24 hours of delivery. Verified items damaged during delivery before acceptance will be replaced free of charge within a mutually agreed reasonable timeframe. Risk of subsequent loss or damage passes upon delivery and acceptance. Except for verified transit damage, incorrectly supplied goods, or rights that cannot legally be excluded, products accepted in good condition are non-returnable. Nothing here excludes liability for unsafe or defective food or mandatory consumer protections.

7. Food safety and incident reporting

Retail Partner shall maintain sanitary premises and promptly remove compromised, spoiled or out-of-date stock from sale. Any suspected food safety incident, consumer complaint involving illness, or product recall notice must be reported to Supplier without delay. Retail Partner shall cooperate with reasonable traceability, withdrawal and recall instructions. Supplier remains responsible for manufacturing and labeling compliance applicable to its products; Retail Partner remains responsible for proper retail storage and handling.

8. Branding and communications

Retail Partner may use Supplier-provided names, product images and marketing materials solely to promote genuine Yummy Foods products during the partnership. No relabeling, repackaging, misleading claims or use suggesting ownership of the brand is permitted without prior written consent. Retail Partner sets its own lawful retail prices unless a separate lawful written promotion is agreed.

9. Confidentiality and personal information

Each party shall use nonpublic commercial information received from the other only for performance of this Agreement, except as required by law. Business contact and order data shall be used for account administration, invoicing, delivery and lawful communications, with reasonable safeguards.

10. Term and termination

This Agreement begins on the date of the last signature and continues until terminated. Either party may terminate without cause on 14 days' written notice. Either party may terminate immediately for serious food safety violations, fraud, counterfeit/repackaged products, unlawful conduct, or material breach incapable of remedy. For other material breaches, the non-breaching party may terminate if the breach is not cured within 7 days of written notice. Supplier may temporarily suspend new orders while investigating a credible safety or payment issue. Termination does not erase accrued payment obligations, confidentiality duties, product recalls or valid claims. Remaining inventory may be sold only while safe, within date, and in compliant packaging unless Supplier instructs otherwise for safety reasons.

11. Liability and disputes

Each party is responsible for losses caused by its own negligence, misconduct or breach, subject to applicable law. Neither party excludes liability that cannot lawfully be excluded. The parties will first attempt good-faith resolution within 14 days of written notice. If unresolved, disputes shall be submitted to courts of competent jurisdiction in Lagos State, Nigeria. Nigerian law governs this Agreement.

12. Notices, amendments and entire agreement

Operational notices may be sent to the verified email addresses in the application and Supplier email hello@yummyfoods9ja.com. Contract changes must be agreed in writing by both parties. This document, together with accepted orders and any signed written amendments, forms the agreement. Electronic signatures may be used where legally valid and accepted by both parties.

Signatures

For Yummy Foods: Name/Title _____ Signature _____ Date _____

Retail Partner: Name/Title _____ Signature _____ Date _____

Retail Partner email: _____ Business address: _____