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Important Notice

This Master Service Agreement ("Agreement") is a legally binding contract between Prep Services FBA LLC, a New Jersey limited liability company ("Prep Services FBA," "Company," "Service Provider," "we," "our," or "us"), and the individual or legal entity accepting this Agreement ("Client," "Customer," "you," or "your").

By creating an account, electronically accepting this Agreement, using the PrepCorex Warehouse Management System ("PrepCorex"), delivering inventory to a warehouse, requesting any services, or otherwise engaging Prep Services FBA, Client acknowledges that Client has read, understood, and agrees to be legally bound by this Agreement and all incorporated Schedules.

If the individual accepting this Agreement is acting on behalf of a company or other legal entity, such individual represents and warrants that he or she has full authority to bind that entity to this Agreement.

If Client does not agree to this Agreement, Client must not use the Services, deliver Inventory, access PrepCorex, or request warehouse processing.

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1. Definitions

1.1 Company
"Company" means Prep Services FBA LLC, including its employees, contractors, affiliates, representatives, warehouse personnel, technology providers, and authorized agents acting on behalf of the Company.

1.2 Client
"Client" means the individual, company, partnership, corporation, limited liability company, or other legal entity utilizing the Company's warehouse, fulfillment, logistics, or software services.

1.3 PrepCorex
"PrepCorex" means the proprietary Warehouse Management System, client portal, dashboards, APIs, integrations, reports, software, mobile interfaces, databases, audit logs, workflow tools, and related technologies operated by or for Prep Services FBA.

1.4 Services
"Services" means all warehousing, receiving, product inspection, Amazon FBA preparation, FBM fulfillment, Shopify fulfillment, Walmart WFS preparation, TikTok Shop fulfillment, eBay fulfillment, cross-docking, storage, barcode labeling, poly bagging, bundling, kitting, quality control, photography, returns processing, container unloading, pallet forwarding, box forwarding, shipping coordination, inventory reporting, and any additional services provided by the Company.

1.5 Inventory
"Inventory" means all products, cartons, pallets, packaging materials, inserts, accessories, documentation, labels, containers, samples, returns, and related goods delivered to or handled by the Company.

1.6 Warehouse
"Warehouse" means any facility owned, leased, managed, contracted, or operated by Prep Services FBA for the performance of Services.

1.7 Business Day
"Business Day" means Monday through Friday, excluding United States federal holidays and Company-observed closures, unless otherwise stated in writing.

1.8 Portal
"Portal" means the secure online client portal operated through PrepCorex.

1.9 Authorized User
"Authorized User" means an employee, contractor, representative, or agent authorized by Client to access PrepCorex or communicate with the Company on Client's behalf.

1.10 Activity Log
"Activity Log" means the electronic operational record maintained by PrepCorex, including time stamps, user actions, barcode scans, photos, inventory movements, processing steps, status changes, and system audit events.

2. Scope of Services

Prep Services FBA agrees to provide warehousing, inventory management, fulfillment, preparation, logistics, technology-enabled reporting, and related services requested by Client, subject to this Agreement, the incorporated

Schedules, the Client's assigned pricing profile, and the Company's then-current operational policies.
The Company may provide receiving, inspection, barcode labeling, Amazon FBA preparation, FBM fulfillment, Walmart WFS preparation, Shopify order fulfillment, TikTok Shop fulfillment, eBay fulfillment, storage, pick and pack, returns processing, cross-docking, container unloading, inventory reporting, shipping coordination, and other mutually agreed logistics-related services.
The Company reserves the right to modify, discontinue, expand, or introduce Services at its discretion, provided that any material pricing changes will be handled in accordance with this Agreement and Schedule A.

3. Client Account & Portal Access

3.1 Account Registration
Client shall provide accurate, complete, and current information during registration and throughout the business relationship. The Company may reject, suspend, or terminate any registration or account that contains inaccurate, incomplete, misleading, or fraudulent information.

3.2 Account Approval
Creating an account does not automatically establish a business relationship. All accounts are subject to administrative review and approval. The Company reserves the right to approve, reject, suspend, or request additional information from any applicant without obligation to disclose internal evaluation criteria.

3.3 Client ID
Upon approval, the Company shall assign a unique Client Identification Number. Client ID shall be used for shipment identification, warehouse processing, invoicing, communication, and operational tracking.

3.4 User Accounts
Client is responsible for maintaining the confidentiality of login credentials and for all activity occurring under Client's account, including activity by Authorized Users. Passwords shall not be shared outside Client's authorized personnel.

3.5 Unauthorized Access
Client shall immediately notify the Company of any suspected unauthorized access, security breach, credential compromise, or misuse of Client's account.

4. PrepCorex Software License

Subject to compliance with this Agreement, Prep Services FBA grants Client a limited, non-exclusive, non-transferable, revocable license to access and use PrepCorex solely for managing Client's relationship with Prep Services FBA and requesting or monitoring Services.
Client shall not copy, modify, reverse engineer, decompile, sell, lease, redistribute, sublicense, attempt unauthorized access, circumvent security controls, scrape data, interfere with system performance, or use PrepCorex for any unlawful or competitive purpose.
The Company retains all ownership rights, copyrights, trademarks, trade secrets, patents, database rights, workflows, designs, operational processes, and intellectual property relating to PrepCorex. The Company may update, modify, suspend, or discontinue software functionality as needed for security, performance, compliance, or business reasons.

5. Warehouse Receiving Procedures

5.1 Shipment Notification
Client shall submit all inbound shipments through PrepCorex before shipment arrival unless otherwise approved in writing. Inbound requests should include shipment type, carrier name, tracking number, carton or pallet count, estimated arrival date, purchase order, Amazon Shipment ID if applicable, product information, and special handling instructions.

5.2 Shipment Identification
Each shipment delivered to the Warehouse must be clearly identified using Client ID, company name, purchase order number, Amazon Shipment ID, or warehouse reference number. Shipments received without proper identification may be delayed until ownership is verified.

5.3 Receiving Hours
Receiving appointments shall be accepted only during the Company's published receiving hours unless otherwise approved. The Company may refuse or reschedule deliveries arriving outside scheduled receiving hours.

5.4 Partial Deliveries
If a shipment arrives incomplete or in multiple deliveries, each delivery may be processed independently. Storage charges and service fees may begin when the first portion of Inventory is received.

5.5 Oversized Deliveries
The Company may require special appointments for containers, floor-loaded trailers, oversized freight, heavy items, and high-volume inbound shipments. Additional handling fees may apply.

6. Inventory Inspection & Acceptance

6.1 Initial Receiving Inspection
Upon receipt, the Company may perform a visual inspection for carton count, visible damage, packaging condition, water

damage, external labeling, and shipment identification. This inspection is limited to external observations unless additional inspection services are purchased.

6.2 Product Inspection

Detailed product inspection is performed only when requested by Client or included within the selected service package. Such inspection may include product verification, quantity verification, barcode verification, label verification, expiration date review, packaging integrity review, or functional checks where applicable.

6.3 Shortages

The Company shall not be responsible for shortages originating before Warehouse receipt. Shortages identified during receiving may be documented within PrepCorex and communicated to Client.

6.4 Damaged Inventory

Visible damage identified during receiving may be documented through photographs, inspection notes, quantity affected, date and time, and receiving employee record. Such documentation may be made available within PrepCorex.

6.5 Refusal of Inventory

The Company may refuse Inventory that violates law, presents safety hazards, is contaminated, is improperly packaged, contains prohibited goods, lacks required documentation, or cannot be safely stored.

7. Inventory Storage

7.1 Storage Services

The Company provides warehouse storage based upon the pricing schedule assigned to Client. Storage may include bin storage, shelf storage, rack storage, pallet storage, or bulk floor storage. The Company determines appropriate storage locations based upon operational efficiency and safety.

7.2 Storage Charges

Storage fees begin in accordance with Client's assigned pricing schedule. Charges may be calculated based upon pallets, cartons, cubic feet, shelf space, bin space, oversized inventory, minimums, or other methods identified in Schedule A or Client's pricing profile.

7.3 Inventory Ownership

Client retains ownership of Inventory stored within the Warehouse. Nothing in this Agreement transfers ownership of Inventory to the Company, except as may occur through lawful lien enforcement, abandonment procedures, disposal authorization, or other lawful remedy.

7.4 Inventory Relocation

The Company may relocate Inventory within the Warehouse for operational efficiency, safety, inventory optimization, consolidation, cycle count, quarantine, or warehouse reconfiguration. Inventory movements shall be recorded in PrepCorex whenever operationally practical.

7.5 Inventory Status

Inventory may be assigned statuses including available, reserved, receiving, inspection, quarantine, hold, pending shipment, shipped, returned, disposed, lost, damaged, or other operational statuses. Status updates shall be reflected within PrepCorex where operationally practical.

7.6 Inventory Counts

Inventory quantities maintained within PrepCorex represent operational records. Although the Company uses reasonable efforts to maintain accurate records, counts remain subject to verification. Cycle counts or full audits may be requested by Client and may incur additional charges.

7.7 Abandoned Inventory

Inventory remaining in the Warehouse after account termination, prolonged inactivity, or extended non-payment may be deemed abandoned in accordance with applicable law and this Agreement. The Company may continue charging storage, refuse release, dispose of Inventory, liquidate Inventory, or recover outstanding balances using lawful remedies, subject to required notices and applicable New Jersey law.

8. Warehouse Operating Policies

8.1 Warehouse Access

The Warehouse is not open to the general public. Client visits are by appointment only unless otherwise authorized by the Company.

8.2 Safety

Clients and visitors entering the Warehouse shall comply with all safety requirements, including personal protective equipment where required, restricted area access, traffic rules, and employee instructions. Failure to comply may result in removal from the premises.

8.3 Photography

The Company may photograph Inventory during receiving, inspection, damage documentation, quality control, packing, shipping, or claims investigation. Photographs become part of Client's operational records and may be accessible through PrepCorex.

8.4 Barcode Identification

The Company may assign internal warehouse barcodes, pallet labels, location identifiers, carton IDs, or other operational

tracking methods. Such identifiers remain the property of the Company.

8.5 System of Record

PrepCorex serves as the Company's official operational system of record. Inventory status, receiving history, shipment requests, photographs, invoices, activity logs, and processing updates maintained within PrepCorex constitute the Company's official warehouse records.

8.6 Operational Activity Log

The Company may record receiving, inspection, putaway, inventory movement, picking, packing, shipping, returns, adjustments, user actions, and support interactions. Records may include timestamps, employee identification, device information, warehouse location, notes, and system-generated audit logs.

8.7 Processing Priorities

Unless otherwise agreed in writing, Inventory shall be processed according to operational workload, service level targets, available information, account status, and the order in which valid requests are received. Priority processing may be available at additional cost.

9. Fulfillment Services

9.1 Service Scope

The Company may provide Amazon FBA preparation, Amazon FBM fulfillment, Walmart WFS preparation, Shopify fulfillment, TikTok Shop fulfillment, eBay fulfillment, wholesale fulfillment, DTC fulfillment, pick and pack, kitting, bundling, poly bagging, FNSKU labeling, transparency labeling, pallet preparation, carton preparation, cross-docking, transfers, and additional mutually agreed services.

9.2 Fulfillment Requests

All fulfillment requests shall be submitted through PrepCorex unless otherwise approved by the Company. The Company may refuse verbal, text message, or email requests that bypass the official workflow when such requests create operational risk or lack required information.

9.3 Client Instructions

Client is solely responsible for ensuring fulfillment instructions are complete, accurate, current, and compliant. Prep Services FBA shall not be liable for errors resulting from incomplete, inaccurate, outdated, or conflicting instructions.

9.4 Packaging Materials

Unless otherwise agreed, the Company may determine appropriate packaging materials, including boxes, poly bags, bubble wrap, air pillows, kraft paper, tape, labels, pallets, and stretch wrap. Materials and special packaging may incur additional charges.

9.5 Marketplace Compliance

Client remains solely responsible for compliance with Amazon, Walmart, Shopify, TikTok Shop, eBay, Etsy, carriers, and all third-party marketplace requirements. The Company prepares shipments based upon information provided by Client but does not guarantee marketplace acceptance or reimbursement.

10. Shipping Services

10.1 Shipping Labels

Client may upload shipping labels, purchase labels through the Company where available, or connect approved shipping integrations. Client remains responsible for the accuracy and legality of all shipping labels.

10.2 Carrier Selection

Unless otherwise instructed, the Company may use commercially reasonable methods to prepare shipments for the carrier selected by Client. Carrier performance remains outside the Company's control.

10.3 Tracking Information

Tracking numbers shall be made available through PrepCorex when available. The Company is not responsible for carrier delays in updating tracking information.

10.4 Shipping Delays

The Company shall not be liable for delays caused by weather, carrier congestion, customs, government agencies, marketplace restrictions, labor disputes, transportation disruptions, incorrect information, or events outside the Company's reasonable control.

10.5 Lost Shipments

Once shipments are transferred to the carrier and scanned for pickup, responsibility transfers in accordance with the applicable carrier's terms and conditions. Carrier loss claims generally must be pursued with the applicable carrier unless otherwise agreed in writing.

11. Returns Processing

11.1 Returns Services

The Company may provide Amazon returns processing, customer returns intake, inspection, restocking, disposal, refurbishment coordination, repackaging, relabeling, and related services.

11.2 Inspection

Returned Inventory shall be inspected only to the level purchased by Client. The Company does not warrant

merchantability, functionality, resale condition, or marketplace eligibility of returned products.

11.3 Disposition Instructions

Client shall provide written disposition instructions for returned Inventory, including restock, hold, dispose, return to Client, repackage, relabel, or other approved action.

11.4 Disposal

The Company may dispose of Inventory where required by law, requested by Client, presenting health or safety risks, or deemed abandoned in accordance with this Agreement. Disposal charges may apply.

12. Billing & Payment Terms

12.1 Service Fees

Client agrees to pay all fees associated with receiving, storage, fulfillment, returns, shipping, packaging, materials, special handling, and additional services. Current pricing shall be available through PrepCorex, Client's pricing profile, Schedule A, or other written pricing schedules.

12.2 Invoice Generation

Invoices may be generated daily, weekly, bi-weekly, monthly, per shipment, or at other intervals determined by the Company or agreed with Client.

12.3 Payment Due Date

Unless otherwise agreed in writing, invoices are due within forty-eight (48) hours of issuance.

12.4 Late Fees

Invoices remaining unpaid after forty-eight (48) hours may incur a $19.00 administrative late fee per overdue invoice and interest on overdue balances at the lesser of 1.5% per month (18% annually) or the maximum rate permitted by applicable law. The Company may suspend services while balances remain outstanding.

12.5 Taxes

Client is responsible for applicable taxes except taxes imposed directly on the Company's income. Tax-exempt customers must provide valid exemption documentation before invoicing.

12.6 Chargebacks

Client agrees to contact the Company to resolve billing questions before initiating any chargeback, ACH reversal, or payment dispute. Improper chargebacks may result in immediate suspension, collection activity, recovery of costs, or termination.

12.7 Collections

The Company reserves the right to pursue lawful collection remedies for unpaid balances, including collection agencies, attorneys, or legal proceedings. Client shall be responsible for reasonable costs of collection where permitted by law.

13. Pricing Changes

The Company reserves the right to modify pricing from time to time. Unless otherwise governed by a separate written agreement, pricing changes become effective upon thirty (30) days' prior notice provided through email, PrepCorex notifications, updated pricing schedules, website announcements, or other written communication. Continued use of Services after the effective date constitutes acceptance of revised pricing.

14. Warehouseman's Lien

To the fullest extent permitted by applicable law, including the New Jersey Uniform Commercial Code, Prep Services FBA reserves a warehouseman's lien and security interest against all Inventory in its possession for storage fees, fulfillment charges, shipping costs, packaging charges, administrative fees, interest, collection costs, and any other amounts lawfully owed by Client.

The Company may refuse release of Inventory until outstanding balances are paid in full. Where authorized by law, the Company may enforce such lien through sale or other lawful disposition of Inventory after providing any notices required by applicable law.

15. Turnaround Times & Service Levels

The Company will use commercially reasonable efforts to meet published turnaround times. Unless expressly agreed in a written Service Level Agreement or enterprise addendum, all turnaround times are estimates and operational targets only, not guarantees.

Processing times may be affected by shipment condition, volume fluctuations, product complexity, missing documentation, carrier schedules, marketplace requirements, holidays, staffing constraints, payment issues, force majeure events, or other operational realities. Expedited processing may be available at additional cost and subject to capacity.

16. Client Responsibilities

16.1 Accurate Information

Client shall provide complete, accurate, and current information regarding Inventory, shipment contents, quantities,

product descriptions, shipping instructions, marketplace requirements, hazard classifications, compliance documents, and special handling needs.

16.2 Product Ownership

Client represents and warrants that it is the lawful owner of the Inventory or has legal authority to store and ship the Inventory, has all necessary licenses and rights, and has authority to instruct the Company regarding handling and disposition.

16.3 Product Authenticity

Client represents and warrants that all products delivered to the Company are genuine, authentic, legally obtained, and not counterfeit, stolen, infringing, unauthorized, or subject to unlawful restrictions.

16.4 Label Accuracy

Client is solely responsible for ensuring FNSKU labels, UPCs, ASIN mappings, shipping labels, carton labels, pallet labels, and product identifiers are accurate and correspond to correct products.

16.5 Packaging Compliance

Unless packaging services are purchased from the Company, Client remains responsible for ensuring products are packaged in accordance with applicable marketplace, carrier, and regulatory requirements.

17. Prohibited Goods

The Company may refuse, quarantine, return, suspend, report, or dispose of prohibited goods. Unless approved in writing, prohibited Inventory includes illegal products, counterfeit goods, weapons, firearms, ammunition, explosives, hazardous chemicals, illegal drugs, controlled substances, tobacco products, alcohol, live animals, human remains, radioactive materials, flammable or explosive materials, recalled products, stolen property, goods subject to government seizure, and any Inventory prohibited by applicable law.

Acceptance of Inventory shall not constitute approval, verification, or confirmation that such Inventory is lawful, compliant, safe, or permissible.

18. Regulatory Compliance

Client is solely responsible for ensuring compliance with all applicable laws, regulations, carrier rules, and marketplace requirements, including FDA, USDA, CPSC, FCC, EPA, U.S. Customs and Border Protection, Amazon policies, Walmart Marketplace policies, carrier requirements, consumer protection laws, import laws, and export laws.

Prep Services FBA does not provide legal, tax, import, export, product safety, or regulatory compliance advice.

19. Insurance

19.1 Client Insurance

Client is strongly encouraged to maintain adequate insurance, including inventory insurance, cargo insurance, product liability insurance, commercial general liability insurance, and business interruption insurance. Unless otherwise agreed in writing, the Company does not insure Client's Inventory.

19.2 Carrier Insurance

Carrier insurance, if any, is governed solely by carrier terms and conditions. The Company makes no representation regarding carrier insurance coverage, limitations, exclusions, or claim outcomes.

20. Risk of Loss

Risk of loss shall remain with Client except to the extent directly caused by the Company's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.

The Company shall not be responsible for losses resulting from carrier delays, customs inspections, government actions, Amazon receiving discrepancies, marketplace inventory adjustments, manufacturer defects, improper packaging supplied by Client, natural disasters, theft by third parties, civil unrest, force majeure events, or other events outside the Company's reasonable control.

21. Limitation of Liability

To the maximum extent permitted by applicable law, the Company's total cumulative liability arising out of or relating to any claim shall not exceed the amount of service fees actually paid by Client to Prep Services FBA for the specific services directly giving rise to the claim during the thirty (30) days preceding the event.

Under no circumstances shall Prep Services FBA be liable for lost profits, lost sales, loss of business opportunities, loss of goodwill, loss of marketplace rankings, Amazon account suspension, indirect damages, incidental damages, consequential damages, punitive damages, special damages, or exemplary damages.

This limitation applies regardless of legal theory, including contract, tort, negligence, strict liability, or otherwise, except where prohibited by applicable law.

22. Claims Procedure

22.1 Notice of Claim
Client shall notify Prep Services FBA in writing of any alleged loss, shortage, or damage within seven (7) calendar days of delivery for outbound shipments or within seven (7) calendar days after Client becomes aware, or reasonably should have become aware, of the issue for warehouse-related claims.

22.2 Supporting Documentation
Claims must include sufficient documentation, including photographs, tracking numbers, purchase orders, packing lists, commercial invoices, proof of value, and a description of alleged loss or damage.

22.3 Investigation
The Company may investigate any claim and request additional information before making a determination. Submission of a claim does not constitute acceptance of liability.

23. Indemnification

Client agrees to defend, indemnify, and hold harmless Prep Services FBA LLC, its owners, officers, employees, contractors, affiliates, and agents from and against any third-party claims, damages, liabilities, fines, penalties, costs, and reasonable attorneys' fees arising out of or relating to Client's Inventory, breach of this Agreement, violation of law, intellectual property infringement by Client's products, product defects, recalls, mislabeling, regulatory non-compliance, or Client's negligent or wrongful acts or omissions. This obligation survives termination.

24. Fraud & Zero-Tolerance Policy

The Company maintains a zero-tolerance policy for fraud, including counterfeit products, fraudulent shipping labels, chargeback abuse, identity fraud, money laundering, false declarations, shipment manipulation, intentional misrepresentation, and illegal activity. Violations may result in immediate suspension or termination. The Company may cooperate with law enforcement and regulatory authorities where required or appropriate.

25. Account Suspension

The Company may suspend or restrict Client account, with or without prior notice where legally permissible, for non-payment, fraud, regulatory concerns, security incidents, repeated policy violations, abusive conduct, misuse of PrepCorex, or material breach. During suspension, the Company may withhold processing or Inventory release until applicable issues are resolved, subject to applicable law.

26. Confidentiality

26.1 Confidential Information
Each party may receive confidential or proprietary information including customer lists, supplier information, pricing, business strategies, financial information, inventory information, warehouse procedures, software architecture, API documentation, source code, trade secrets, login credentials, reports, and operational processes.

26.2 Protection
Each party shall protect confidential information using commercially reasonable safeguards, use it solely for purposes of this Agreement, and not disclose it to third parties except as required by law or with prior written consent.

26.3 Exceptions
Confidential information does not include information that is publicly available through no fault of the receiving party, lawfully known before disclosure, independently developed, or required to be disclosed by law or court order.

27. Data Privacy & Security

27.1 Client Data
Client retains ownership of business data submitted to Prep Services FBA, including inventory records, product information, shipment requests, reports, documents, and customer information submitted by Client.

27.2 PrepCorex Data
PrepCorex collects and stores operational information including inventory movements, warehouse activities, user logins, audit logs, device information, IP addresses, shipment history, billing history, and system activity for operational, security, compliance, billing, reporting, and improvement purposes.

27.3 Security
The Company implements commercially reasonable administrative, technical, and physical safeguards designed to protect Client data. However, no internet-based system is completely secure, and the Company does not guarantee uninterrupted, error-free, or breach-free operation of PrepCorex.

27.4 Backups
PrepCorex performs periodic backups for operational recovery. Client remains responsible for maintaining copies of information it considers business critical.

28. Intellectual Property

PrepCorex, including its software, interface, branding, logos, documentation, databases, workflows, APIs, reports, source code, designs, algorithms, business logic, and operational processes, remain the exclusive property of Prep Services FBA LLC. Nothing transfers ownership of Company intellectual property to Client.

28.1 Restrictions

Client shall not reverse engineer, copy, modify, sell, license, redistribute, mirror, decompile, circumvent security, or attempt unauthorized access to PrepCorex or related systems.

29. Term

This Agreement becomes effective upon electronic acceptance, written signature, delivery of Inventory, use of PrepCorex, or request for Services, whichever occurs first, and remains in effect until terminated in accordance with this Agreement.

30. Termination

Either party may terminate this Agreement upon thirty (30) days' written notice unless otherwise agreed. The Company may immediately suspend or terminate Services for fraud, illegal activity, non-payment, material breach, repeated policy violations, threats or abusive conduct toward employees, security concerns, or other conduct creating operational or legal risk. Termination does not relieve either party of obligations accrued before termination.

31. Effect of Termination

Upon termination, outstanding invoices become immediately due; storage fees continue until Inventory is removed; Inventory release is subject to payment of all outstanding charges; PrepCorex access may be revoked; and operational records may be retained for legal, tax, compliance, billing, audit, and business continuity purposes.

32. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond reasonable control, including natural disasters, fire, flood, earthquake, hurricane, pandemic, government action, labor strikes, civil unrest, war, terrorism, power failures, internet outages, cybersecurity incidents, transportation disruptions, carrier failures, or marketplace outages. Performance shall resume as soon as reasonably practicable.

33. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of law principles.

34. Dispute Resolution

The parties agree to first attempt to resolve disputes through good-faith negotiations. If a dispute cannot be resolved informally, the parties agree to submit the dispute to mediation before initiating litigation, unless immediate court action is necessary to protect legal rights, enforce a lien, prevent irreparable harm, collect unpaid amounts, or preserve evidence. Unless otherwise required by applicable law, courts located in the State of New Jersey shall have exclusive jurisdiction over disputes arising under this Agreement.

35. Electronic Communications

Client agrees that electronic communications, including emails, portal notifications, electronic invoices, electronic approvals, system messages, digital records, and electronic notices, satisfy any legal requirement that communications be in writing to the fullest extent permitted by law.

36. Electronic Acceptance

By clicking "I Agree," "Accept," "Create Account," "Activate Account," or any similar electronic confirmation within PrepCorex, Client acknowledges and agrees that Client has read this Agreement, understands its terms, is authorized to bind the business identified during registration, and agrees that electronic acceptance has the same legal effect as a handwritten signature to the fullest extent permitted by law.

Prep Services FBA may maintain an electronic audit record of acceptance including Client ID, company name, user name, email address, date and time, IP address, browser information, device information, agreement version, and system audit log ID.

37. Entire Agreement

This Agreement, together with incorporated Schedules, policies, pricing documents, electronic records, and written amendments, constitutes the entire agreement between the parties and supersedes all prior discussions, proposals, understandings, and agreements relating to its subject matter.

38. Amendments

The Company may update this Agreement and its Schedules from time to time. Material changes will be communicated through PrepCorex notifications, email, client portal announcements, or other written means. Continued use of Services after the effective date of an updated Agreement constitutes acceptance of revised terms, except where additional affirmative acceptance is required by applicable law.

39. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be interpreted or replaced to best accomplish its intended purpose to the extent permitted by law.

40. Assignment

Client may not assign or transfer this Agreement without prior written consent of Prep Services FBA. The Company may assign this Agreement in connection with a merger, acquisition, sale of assets, corporate reorganization, or transfer of substantially all relevant business operations.

41. No Waiver

Failure by either party to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision. A waiver is effective only if in writing and signed or electronically confirmed by the waiving party.

42. Survival

The following provisions survive termination to the extent applicable: payment obligations, confidentiality, intellectual property, indemnification, limitation of liability, risk of loss, claims procedure, governing law, dispute resolution, record retention, electronic records, and any provisions that by their nature should survive.

43. Notices

Official notices may be delivered through the PrepCorex Client Portal, registered email address, certified mail, courier service, or other written means. Client is responsible for keeping contact information current. Notices become effective upon email transmission unless delivery failure is received, upon posting to PrepCorex, or three (3) business days after certified mailing.

44. Independent Contractor

The relationship between Prep Services FBA and Client is solely that of independent contracting parties. Nothing in this Agreement creates a partnership, joint venture, agency, employment relationship, franchise, fiduciary relationship, or other relationship beyond independent contracting parties.

45. Non-Exclusivity

Nothing in this Agreement prevents either party from providing or obtaining similar services from third parties. Neither party grants exclusivity unless expressly agreed in a written agreement signed by both parties.

46. Non-Solicitation

During the Agreement and for twelve (12) months following termination, Client shall not directly or indirectly recruit, hire, solicit, or induce any employee or contractor of Prep Services FBA to leave the Company without written consent. This provision does not restrict general public job postings not targeted at Company personnel.

47. Electronic Records

The parties agree that electronic records maintained by PrepCorex, including activity logs, barcode scans, inventory history, audit logs, user actions, uploaded documents, digital photos, GPS records where applicable, device information,

and timestamps, constitute valid business records maintained in the ordinary course of operations and may be relied upon in resolving operational, billing, or legal disputes.

48. Feedback

Any feedback, suggestions, enhancement requests, recommendations, workflow ideas, or product ideas submitted by Client relating to PrepCorex, warehouse processes, automation, dashboards, reporting, or Services may be used by the Company without restriction, compensation, attribution, or obligation to Client.

49. Publicity

Unless Client objects in writing, Prep Services FBA may identify Client as a customer and display Client's company name or logo on its website, presentations, and marketing materials. Confidential business information, pricing, volume, inventory, operational data, and performance information shall not be disclosed without authorization.

50. Record Retention

Prep Services FBA may retain operational records for up to seven (7) years or longer where required by law or legitimate business need. Such records may include shipment history, receiving logs, inventory logs, billing records, activity logs, photographs, audit trails, support communications, electronic acceptance records, and system records.

51. Incorporated Schedules

The following Schedules are incorporated by reference and form part of this Agreement: Schedule A - Pricing & Commercial Terms; Schedule B - Warehouse Operating Rules & Policies; Schedule C - Service Level Agreement; and Schedule D - Privacy, Data Processing & Information Security Policy.
In the event of a conflict between this Agreement and a Schedule, the Agreement controls unless the Schedule expressly states that it modifies a specific section of this Agreement. In the event of a conflict between Schedule A and a separately executed written pricing agreement signed or electronically accepted by both parties, the specific written pricing agreement controls for the applicable services.

52. Contact Information

Prep Services FBA LLC, New Jersey, USA. Website: www.prepservicesfba.com. Client Portal: portal.prepcorex.com or the then-current PrepCorex portal URL. Support Email: support@prepservicesfba.com. Sales Email: sales@prepservicesfba.com. Notices to Client may be sent to the registered account email and posted within PrepCorex.