

TINY GPO PARTICIPATION AGREEMENT

We are in the business of coordinating group purchasing by providing participants with the right to aggregate their purchasing volume through Tiny GPO, a division of PRAXIS S-10, LLC. The Program allows members to access rebate opportunities and other benefits made available directly from manufacturers and distributors. These rebates are provided in addition to, and not in replacement of, any rebates, discounts, or incentives you may already receive individually. You and we both desire you to participate as a member of the Program in accordance with the terms of this Participation Agreement.

STANDARD TERMS AND CONDITIONS

Program. Tiny grants you the non-exclusive right to participate as a member of Tiny GPO (the “Program”). Participation allows you to aggregate purchasing volume with other members in order to access rebate opportunities and related benefits offered directly by manufacturers and distributors. Tiny does not guarantee rebate amounts or terms, which are determined solely by manufacturers and distributors. Tiny is not liable for the accuracy, timeliness, or payment of rebates, which are solely the responsibility of manufacturers and distributors.

Term: This Agreement is month-to-month and may be canceled by either party at any time upon written notice. You will remain eligible to receive any rebates earned prior to cancellation. Cancellation requires at least 30 days’ written notice by either party.

Participation Fees: You agree to pay Tiny a participation fee of \$50 per month, invoiced monthly. These fees accrue toward your rebate balance and will be deducted from your rebate distributions on a quarterly basis before the balance is remitted to you. If no rebate is earned during a given period, no fees will be due or payable for that period. Tiny reserves the right to suspend or terminate participation if any fees that become due are not paid when owed.

Eligibility: You represent that your business is engaged in the purchase of HVAC, plumbing, electrical, or related products and services and that you meet all applicable requirements set forth by participating manufacturers and distributors for rebate eligibility.

Payments and Timing: Rebates are generally received approximately 75–90 days after the close of a calendar quarter. Tiny will process and distribute rebate checks to you as soon as reasonably possible after receipt of funds from manufacturers or distributors. Tiny GPO does not control vendor payment schedules and distributions may vary.

Independence: You acknowledge that Tiny is not responsible for your business operations, purchasing decisions, or performance. Participation does not create any partnership, agency, or joint venture relationship between you and Tiny GPO. Participant agrees to indemnify and hold harmless Tiny from any claims or liabilities arising out of or related to Participant’s business operations or participation in the program.

Confidentiality: Participant agrees not to disclose Tiny vendor agreements, rebate structures, or related confidential information to third parties without written consent. This obligation survives termination of this Agreement.

Entire Agreement: This Participation Agreement constitutes the entire understanding between the parties and may only be modified in writing signed by both parties