MERIDIAN CONSULTING GROUP LLC

Professional Services Agreement

Fulfilment network diagnostic and target operating model, performed for Container Co. Holdings, Inc. for a fixed fee across four milestones.

ENGAGEMENT
Fixed scope, fixed fee

DURATION
12 weeks

MILESTONES
4

INSTRUMENT
PSA-MC-2026-0084

PROVIDER **Meridian Consulting** Delaware LLC · 88-3140725	CLIENT **Container Co. Holdings** Washington corp. · 604-118-330	EFFECTIVE DATE **6 April 2026** Mobilisation on signature	COMPLETION DATE **26 June 2026** Twelve weeks from start
FEE BASIS **Fixed fee** Billed on milestone acceptance	CONTRACT VALUE **US$148,500** Exclusive of expenses and tax	LIABILITY CAP **150% of Fees** 300% for clauses 8 and 9	GOVERNING LAW **Illinois** Cook County, exclusive

PROVIDER · FIRST PARTY

Meridian Consulting Group LLC

a Delaware limited liability company

155 North Wacker Drive, Suite 2400
Chicago, Illinois 60606

ATTENTION: RILEY THOMPSON, ENGAGEMENT PARTNER
R.THOMPSON@MERIDIANCG.COM · (312) 555-0178

CLIENT · SECOND PARTY

Container Co. Holdings, Inc.

a Washington corporation

4400 Fourth Avenue South
Seattle, Washington 98134

ATTENTION: ALEX RIVERA, CHIEF OPERATING OFFICER
A.RIVERA@CONTAINERCO.COM · (206) 555-0119

RECITALS
BACKGROUND

Why the parties are entering into this Agreement

(A) The Client operates three fulfilment centres and a cross-dock in Kent, Washington, serving forty-one wholesale accounts and a direct channel. Shipped volume has grown thirty-four per cent since 2024 with no corresponding change to the network's design.

(B) The Client wishes to establish whether that network can carry projected 2028 volume at an acceptable cost to serve and, if it cannot, what configuration should replace it and on what sequence.

(C) The Provider is a management consulting firm practising in supply chain and operations design, and has agreed to perform the work described in Schedule 1 for the fixed fee stated there.

(D) This Agreement, its Schedules and the Provider's proposal of 3 March 2026 as varied by the Client's letter of 19 March 2026 record the whole of the parties' bargain.

The parties agree as set out in clauses 1 to 13 below and in Schedules 1 and 2, which form part of this Agreement.

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1 Definitions and interpretation

1.1 In this Agreement:

(a) **Business Day** means a day other than a Saturday, Sunday or public holiday in the State of Illinois;

(b) **Deliverable** means an item listed in the Deliverable column of Schedule 1;

(c) **Fees** means the fixed fee of US$148,500 stated in Schedule 2, as adjusted by an agreed Change Order;

(d) **Milestone** means one of the four stages of work in Schedule 1, each with its own **Deliverable**, acceptance criteria and instalment of the **Fees**;

(e) **Change Order** means a written record of a change to scope, timetable or **Fees**, signed under clause 6; and

(f) **Services** means the work described in Schedule 1 and everything needed to produce the **Deliverables**.

1.2 Headings are for reference only, and a reference to a clause or a Schedule is to one of this Agreement. The Schedules form part of it; on the description of the **Services** Schedule 1 prevails, and on every other matter the clauses prevail.

2 Engagement, term and completion

2.1 The Client engages the Provider to perform the **Services**, and the Provider accepts that engagement, on the terms of this Agreement.

2.2 The **Services** begin on 6 April 2026 and are to be complete by 26 June 2026. This Agreement ends on the later of acceptance of the fourth **Milestone** and payment of the final invoice, unless clause 12 ends it earlier.

2.3 The dates in Schedule 1 assume the Client meets clause 4. Where it does not, each affected date moves by the period of delay and clause 6.3 governs the Provider's added cost.

3 Scope, governance and personnel

3.1 The Provider shall perform the **Services** with the skill and care expected of a management consulting firm experienced in supply chain design, and shall produce each **Deliverable** to the acceptance criteria stated for it in Schedule 1.

3.2 The work covers the Client's North American fulfilment network only. It excludes the retail estate, Canadian third-party logistics, systems selection, implementation of any recommendation and any opinion on tax or employment law.

3.3 The Provider shall staff the engagement with Riley Thompson as Engagement Partner, Jordan Ellis as Engagement Manager and Ava Cruz as Analyst, and shall not replace a named individual without the Client's written consent. Where one leaves the Provider or is unavailable through illness, the Provider shall propose a replacement of equivalent experience within five (5) **Business Days**.

3.4 A steering group of the Engagement Partner, the Client's Chief Operating Officer and its Vice President, Supply Chain meets every second Thursday. The Provider shall circulate a one-page status note with risks and open dependencies on the preceding **Business Day**.

4 Client dependencies and assumptions

4.1 Within five (5) **Business Days** of the Effective Date the Client shall supply twenty-four months of line-level order, shipment and inventory data, its carrier rate cards, warehouse labour standards and the lease terms for each facility.

4.2 The Client shall make available for interview its site managers at Kent, Reno and Columbus, and shall permit a two-day observation visit to the Kent cross-dock in weeks two and three.

4.3 The Provider may rely on the accuracy and completeness of information the Client supplies and is not obliged to verify it independently. The Provider shall state in each **Deliverable** the material assumptions on which it rests.

5 Acceptance of Deliverables

5.1 The Client shall review each **Deliverable** within seven (7) **Business Days** of delivery against the acceptance criteria in Schedule 1, and shall either accept it or give written notice of each criterion it says is not met.

5.2 A **Deliverable** not rejected within that period is accepted. The Client may not reject a **Deliverable** because it disagrees with a conclusion the Provider has reached on the evidence.

5.3 The Provider shall correct a properly rejected **Deliverable** at its own cost and resubmit within seven (7) **Business Days**. A second rejection on the same criterion goes to the steering group before any further step.

6 Change control

6.1 Either party may propose a change to the **Services**, the timetable or the **Deliverables** by written notice. No change takes effect until both parties sign a **Change Order**.

6.2 The Provider shall respond to a proposed change within five (5) **Business Days** with its effect on scope, timetable and **Fees**. Work on a proposed change is charged at the daily rates in Schedule 2 only after the **Change Order** is signed.

6.3 Where the Client's failure to meet clause 4 delays the engagement by more than five (5) **Business Days** in aggregate, the Provider may issue a **Change Order** for standby time at the daily rates in Schedule 2, capped at ten (10) days over the engagement.

7 Fees, expenses and invoicing

7.1 The **Fees** are US$148,500, fixed for the scope in Schedule 1 and payable in four equal instalments of US$37,125, each invoiced on acceptance of the corresponding **Milestone**.

7.2 Invoices are payable within thirty (30) days of the invoice date. The **Fees** are exclusive of sales, use and value added taxes, which the Client shall pay where they apply.

7.3 Travel, accommodation and data-licence costs are recharged at cost against receipts and are capped at US$14,000 over the engagement. Costs above that cap require a **Change Order**.

7.4 The Client may withhold a disputed amount by written notice given within seven (7) **Business Days** of an invoice, stating the ground of dispute, and shall pay the balance when due. Interest accrues on any other overdue sum at one per cent (1%) per month or the maximum rate permitted by law if lower.

7.5 The **Fees** are not contingent on any conclusion the Provider reaches or on any saving the Client realises, and no part of them is a success fee.

8 Intellectual property

8.1 On payment of the **Fees** in full the Provider assigns to the Client all right, title and interest in the **Deliverables** as delivered, including the cost-to-serve model built on the Client's data.

8.2 The Provider retains ownership of its methods, frameworks, benchmark data and model structures, whether created before or during the engagement, and grants the Client a perpetual, non-exclusive, royalty-free licence to use them as embodied in a **Deliverable** for the Client's own business.

8.3 The Client shall not distribute a **Deliverable** outside its group, or quote from one in a public document, without the Provider's prior written consent, which shall not be unreasonably withheld where the Provider's name is not used.

8.4 The Provider may use anonymised, aggregated findings from the engagement in its benchmark data set, provided the Client is not identifiable and no Client figure is reproduced.

9 Confidentiality and personal data

9.1 Each party shall keep the other's confidential information secret, use it only for this Agreement, and disclose it only to personnel and professional advisers who need it and are bound by equivalent duties. This clause does not apply to information that is public other than by breach, or that the receiving party held free of any duty of confidence before receipt.

9.2 The obligation in clause 9.1 runs for five (5) years from the date of disclosure, and indefinitely for anything that is a trade secret. A party compelled by law to disclose shall, so far as lawful, give prior written notice and disclose only what is required.

9.3 The order and shipment data supplied under clause 4.1 contains consignee names and addresses. The Provider shall process that personal data only on the Client's documented instructions, hold it in encrypted form in its United States environment, and delete it within thirty (30) days of acceptance of the fourth **Milestone**.

9.4 The Provider shall notify the Client of any personal data breach within twenty-four (24) hours of becoming aware of it and shall cooperate, at its own cost where the breach is its fault, in the Client's response.

10 Warranties and limitation of liability

10.1 The Provider warrants that it will perform the **Services** in accordance with clause 3.1, that each **Deliverable** is its own work or properly licensed, and that it holds every registration and consent it needs to trade.

10.2 The Provider gives no warranty that any recommendation will produce a particular saving, service level or commercial outcome. Except as this clause 10 states, and so far as the law allows, all implied warranties and conditions are excluded.

10.3 Nothing in this Agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot lawfully be limited.

10.4 Neither party is liable for loss of profit, loss of revenue, loss of anticipated saving, loss of goodwill or any indirect or consequential loss, however arising.

10.5 Subject to clauses 10.3 and 10.6, the Provider's total aggregate liability under this Agreement is limited to one hundred and fifty per cent (150%) of the **Fees** actually paid and payable, that is US$222,750 on the scope in Schedule 1. For a breach of clause 8 or clause 9 the limit is three hundred per cent (300%) of those **Fees**, that is US$445,500. The two limits are not cumulative and the higher applies to any claim engaging both.

10.6 No limit applies to the Client's obligation to pay the **Fees** and approved expenses. A claim must be brought within twelve (12) months of the Client becoming aware of the matter giving rise to it.

11 Indemnity, insurance and non-solicitation

11.1 The Provider shall indemnify the Client against damages awarded and reasonable legal costs in a third-party claim that a **Deliverable** infringes that party's intellectual property, except so far as the claim arises from material the Client supplied. That indemnity is subject to the limit in clause 10.5.

11.2 The Provider shall maintain professional liability cover of not less than US$5,000,000 for each claim and commercial general liability cover of not less than US$2,000,000 in the aggregate, and shall produce certificates on request.

11.3 Neither party shall, during the engagement and for twelve (12) months after it ends, employ or engage any individual of the other who worked on it, unless the other consents in writing or the individual responded to a general advertisement.

11.4 The Provider may engage an independent specialist for the labour standards review in Milestone 2 with the Client's prior written consent, and remains responsible for that person's work as for its own.

12 Termination, suspension and force majeure

12.1 The Client may terminate for convenience on fifteen (15) **Business Days**' written notice, paying for every accepted **Milestone** and, for work in progress on the current one, the proportion of its instalment reasonably attributable to work performed.

12.2 Either party may terminate immediately where the other commits a material breach not remedied within fifteen (15) days of written notice, or becomes insolvent or ceases to trade.

12.3 Neither party is in breach because of an event beyond its reasonable control. If such an event prevents performance for more than twenty (20) consecutive days, either party may terminate on written notice and clause 12.1 governs payment.

12.4 On termination the Provider shall deliver all work in progress in the form it then exists, and clauses 8, 9, 10, 11.1 and 13 survive.

13 Notices, governing law and general

13.1 Notices must be in writing to the addresses on page 1, for the attention of the named individual, and take effect on delivery by hand or courier or at 9.00 a.m. on the next **Business Day** by mail.

13.2 This Agreement is governed by the laws of the State of Illinois. A dispute goes first to the Engagement Partner and the Chief Operating Officer, who shall meet within ten (10) **Business Days**; failing resolution within a further fifteen (15) days, either party may sue in the state or federal courts sitting in Cook County, to whose exclusive jurisdiction the parties submit.

13.3 This Agreement and its Schedules are the entire agreement on their subject matter and replace the proposal of 3 March 2026 so far as it conflicts. No variation binds either party unless made by a signed **Change Order** or a signed written amendment.

13.4 Neither party may assign without the other's written consent. An unenforceable provision is narrowed to the least extent necessary and the rest stands. The Provider is an independent contractor; nothing here creates a partnership, joint venture or employment, and no third party may enforce any term.

SCHEDULE 1

THE SERVICES

Milestones, Deliverables and acceptance criteria

Each **Milestone** is accepted under clause 5 against the criteria in the final column. Week numbers run from the Effective Date.

MILESTONE	DELIVERABLE	ACCEPTANCE CRITERION	DUE
M1 Baseline	Network flow map and cost-to-serve model covering three fulfilment centres, the Kent cross-dock and 41 wholesale accounts	Model reconciles to the Client's 2025 general ledger freight and warehouse cost within 2%; data lineage documented for every input	Week 4 1 May 2026
M2 Options	Three network configurations with a sensitivity model on volume, wage and diesel assumptions, and a labour standards review	Each option costed to 2028 projected volume and tested at ±15% on each variable; assumptions listed in one register	Week 7 22 May 2026
M3 Target model	Target operating model: facility roles, service tiers, inventory placement rules and an organisation design for the network team	Model covers every SKU family and every wholesale service tier; organisation design costed to headcount and grade	Week 10 12 June 2026
M4 Roadmap	Sequenced implementation roadmap with capital profile, risk register and a board pack presented to the Client's directors	Roadmap sequenced to quarter with owner, cost and dependency for each step; board pack delivered and presented	Week 12 26 June 2026

SCHEDULE 2

FEES

Fixed fee, instalments and rates

ITEM	BASIS	AMOUNT
Milestone 1 instalment	Invoiced on acceptance of M1 under clause 7.1	US$37,125
Milestone 2 instalment	Invoiced on acceptance of M2	US$37,125
Milestone 3 instalment	Invoiced on acceptance of M3	US$37,125
Milestone 4 instalment	Invoiced on acceptance of M4	US$37,125
Expenses	Travel, accommodation and data licences at cost, capped under clause 7.3	US$14,000
Change Order — Partner	Per day, on a signed Change Order under clause 6.2	US$4,200
Change Order — Manager	Per day	US$2,850
Change Order — Analyst	Per day	US$1,650
Fixed fee (clause 7.1)	**Four instalments, exclusive of expenses and tax**	**US$148,500**

EXECUTION

SIGNED IN COUNTERPARTS

Signed for and on behalf of the parties

Each signatory warrants that they are authorised to sign for the party named. This Agreement may be signed in counterparts, each an original and all together one instrument, and an electronic signature binds the signing party.

Meridian Consulting Group LLC

PROVIDER

BY ______________________

NAME Riley Thompson

TITLE Engagement Partner

DATE ______________________

Container Co. Holdings, Inc.

CLIENT

BY ______________________

NAME Alex Rivera

TITLE Chief Operating Officer

DATE ______________________

Two counterparts executed, one retained by each party. Change Orders under clause 6 are numbered CO-01 onward and attach to this page.