STRAYE

COMMERCIAL DISTRIBUTION AGREEMENT

DATE: June 1, 2026 - 11:48 A.M.

GATHERED

ON THE ONE HAND,

Straye International LLC, with its principal place of business at 1415 N. Hundley Street, Anaheim, California 92806, United States of America, and tax identification number 02460510766, represented by Ángel Cabada, in his capacity as Manager and Chief Executive Officer (CEO).

AND ON ANOTHER NOTE,

NOVA SHOES S.A., with its principal place of business at Mendoza 820, Viedma, Río Negro, Argentina, and tax identification number (CUIT) 30-70973494-3, represented by Santiago Lopez, in his capacity as Manager and Chief Executive Officer (CEO)

THEY SAY

I. Straye International LLC, a California limited liability company, hereinafter referred to as the **"Supplier,"** with its principal place of business at **1415 N. Hundley Street, Anaheim, California 92806, United States of America**, duly represented by **Mr. Angel Cabada**, hereby grants to **NOVA SHOES S.A.**, hereinafter referred to as the **"Distributor,"** with its principal place of business at **Mendoza 820, Viedma, Río Negro, Argentina**, duly represented by **Mr. Santiago Lopez**, the **exclusive right to distribute, market, promote, and sell** the **STRAYE LOGAN PUFF COLLECTION** products (hereinafter referred to as the **"Products"**) within the **Argentine Republic** (hereinafter referred to as the **"Territory"**).

II. That both parties, recognizing the commercial nature of this distribution agreement,

wish to formalize it in accordance with the following:

PROVISIONS

1. Purpose of the Agreement.

The Distributor shall purchase, market, distribute, and sell the Products in its own name and for its own account, acting at all times as an independent contractor and not as an agent, partner, or representative of the Supplier. The Distributor shall use its best commercial efforts to promote and expand the sale of the Products throughout the Territory. Except as expressly authorized in writing by the Supplier, the Distributor shall have no authority to bind or act on behalf of the Supplier. The Distributor shall protect and promote the Supplier's commercial interests with the standard of care expected of a prudent business operator and shall keep the Supplier reasonably informed regarding its activities, market conditions, customer feedback, and any other information relevant to the commercialization of the Products within the Territory.

2. Prices and Terms of Sale and Resale.

2.1 The Distributor shall have the sole discretion to determine the resale prices of the Products within the Territory, provided that such pricing does not adversely affect the reputation, goodwill, or market positioning of the STRAYE brand.

2.2 The Distributor shall market, distribute, and sell the Products exclusively under the **STRAYE** trademark and in the original packaging, labeling, and presentation specified or approved by the Supplier. The Distributor shall not alter, repackage, relabel, or modify the Products without the Supplier's prior written consent.

2.3 All sales of the Products between the Supplier and the Distributor shall be governed by the commercial terms and conditions set forth in **Annex 1** to this Agreement, including, without limitation, pricing, payment terms, delivery conditions, minimum order quantities, and any other applicable commercial provisions.

3. Requirement to purchase a minimum quantity

The Distributor shall purchase a minimum of five hundred (**500**) pairs of **STRAYE LOGAN PUFF** products during each twelve (**12**)-month period of this Agreement. Failure to meet the minimum purchase requirement shall entitle the Supplier to terminate this Agreement upon three (3) months' prior written notice.

4. Advertising

The Distributor shall advertise the Products within the territory. Advertising costs shall be borne by the Distributor

5. Non-Competition Clause

The Distributor shall not manufacture, distribute, market, or sell any products that directly compete with the STRAYE LOGAN PUFF COLLECTION during the term of this Agreement and for a period of five (5) years following its termination or expiration. This restriction shall apply within the Territory and shall extend to any activities carried out directly or indirectly by the Distributor.

However, if the Distributor wishes to sell products from another manufacturer that do not compete with those of the Supplier, or if, at the time the contract is entered into, the Distributor is already doing so, the Distributor shall notify the Supplier of this fact. Under no circumstances shall these sales prevent the Distributor from fulfilling its obligations to the Supplier.

6. Trade secrets

The Distributor shall not use or disclose to third parties, even after the termination of the contract, any technical knowledge that is not in the public domain or any trade secrets that it has learned through the performance of its contractual activities.

7. Hiring sub-distributors and/or agents

The Distributor may, with the Supplier’s prior consent, engage subdistributors or sales agents to sell the Products in the Territory. The Distributor shall notify the Supplier accordingly.

The Distributor shall keep the Supplier informed of the activities carried out by the subdistributors and agents in the Territory.

8. Prohibition on Sales Outside the Territory

The Distributor may not sell the Products to customers whose place of business or, failing that, place of residence, is outside the Territory. Any order placed by a customer whose residence is outside the Territory will be reported to the Distributor. The Distributor will not sell to customers who intend to sell the Products outside the Territory.

9. Supplier Brands

The Distributor shall have the right to use the Supplier’s trademarks, trade names, or any other distinctive marks solely for the purpose of identifying and advertising the Products within the scope of the contract and in the Supplier’s interest.

The Distributor may not register any trademarks, trade names, or other distinctive marks of the Supplier (or marks similar to them) either in the Territory or elsewhere.

Upon termination of the contract, for any reason, the right to use the Supplier’s trademarks, trade names, or other distinctive marks shall cease.

10. Assistance in cases of unfair competition and infringement of industrial property rights.

The Distributor shall notify the Supplier of any act of unfair competition affecting the Supplier, and of any infringement of the Supplier’s intellectual property rights that comes to its attention. The Distributor shall, at its own expense, provide any assistance that the Supplier reasonably requires.

11. Minimum Inventory Levels

The Distributor shall maintain, at its own expense, a stock of Products, as well as a stock of the corresponding replacement parts.

12. Repair and After-Sales Services

The Distributor shall be responsible for providing customer service and handling warranty claims for the Products in accordance with the warranty and return policy established by the Supplier

13. Documents and promotional materials

The supplier will cooperate with the distributor by providing it with all documents, brochures, and any necessary information, which will remain the property of the supplier unless the contract specifies that this documentation is to be sent to end customers.

14. Obligations to Supply a Minimum Quantity

The Supplier agrees to deliver the minimum quantity specified in Section 3. If the Supplier fails to fulfill this obligation, the Distributor shall have the right to terminate the contract with three months' notice by certified letter.

15. The Supplier's Right to Enter into Contracts Directly with Customers.

The Supplier shall not appoint any other distributor, representative, or agent to market the Products within the Territory during the term of this Agreement. However, the Supplier reserves the right to sell the Products directly to customers located in the Territory, provided that such sales do not involve the appointment of another distributor or representative. In the event that the Supplier makes direct sales to customers in the

Territory, the Distributor shall be entitled to a commission of five percent (5%) of the net value of such sales, unless the Parties agree in writing to a different percentage.

16. Authorization or prohibition on selling to other distributors of the Supplier outside the contractual territory.

The Supplier has the right to sell the Products to Customers outside the Territory, even if they intend to export them to the Territory.

17. Consignment inventory

The Supplier will not deliver the Products on consignment. All sales of the Products to the Distributor will be made through purchase and sale transactions, in accordance with the terms and conditions set forth in this Agreement.

18. Rabatte

For all purchases of the Products made by the Distributor, the Distributor shall be entitled to a discount of thirty-five percent (35%) off the Supplier’s current selling price.

19. Commission on contracts entered into directly.

The Distributor shall be entitled to receive a commission of five percent (5%) on the net value of all sales of the Products made directly by the Supplier to customers located in the Territory during the term of this Agreement, regardless of whether such sales were negotiated by the Distributor. However, the Distributor shall not be entitled to such commission with respect to sales made to customers expressly excluded by written agreement between the Parties.

20. Replacement Parts and Accessories

The Distributor shall be entitled to a commission, in accordance with the provisions of Section 19, for all contracts for the supply of spare parts or accessories intended for the Products that are entered into directly by the Supplier with customers located in the Territory.

21. Method for Calculating the Commission

The commission will be calculated based on the net invoice amount for the sale of the Products, excluding taxes, duties, shipping costs, insurance, returns, trade discounts, and any other charges that are not part of the net sales price of the Products.

22. Origin of the Right to a Commission

The Distributor shall be entitled to receive the commission once the Supplier has received the corresponding payment from the customer. The commission shall be calculated in proportion to the amount actually received by the Supplier and shall be paid to the Distributor within thirty (30) days of receipt of such payment.

23. Maturity and Settlement

The Supplier shall prepare a quarterly commission statement setting forth all sales giving rise to the Distributor's entitlement to commissions, together with the corresponding commission amounts. Such statement shall be provided to the Distributor within thirty (30) days following the end of each calendar quarter, and all commissions due shall be paid within the same period, unless otherwise agreed in writing by the Parties.

24. Taxes

Any value added tax (VAT), sales tax, goods and services tax (GST), or any similar indirect tax applicable to the Distributor's commissions shall be borne by the Distributor, unless otherwise required by applicable law.

25. Termination of the Contract

This Agreement shall remain in force for an initial term of five (5) years commencing on June 1, 2026, and shall automatically renew for successive periods of two (2) years unless either Party provides the other Party with at least six (6) months' prior written notice of its intention not to renew. In no event may this Agreement be terminated prior to May 31, 2031, except in the event of a material breach by either Party or as otherwise expressly provided in this Agreement.

26. Termination Before the End of the Contract

Without prejudice to any other termination rights set forth in this Agreement, either Party may terminate this Agreement with immediate effect by written notice to the other Party in the event of a material breach of any provision of this Agreement, provided that, where such breach is capable of being cured, the defaulting Party fails to remedy the breach within thirty (30) days after receiving written notice thereof.

Either Party may also terminate this Agreement by written notice if the corporate structure, ownership, or control of the other Party changes in a manner that materially affects the performance of this Agreement or substantially impairs the benefits that the terminating Party could reasonably expect to receive under this Agreement.

27. Return of Documentation and Promotional Materials

Upon the termination or expiration of this Agreement, the Distributor shall immediately cease using the Supplier's trademarks, logos, and other distinctive signs and shall, at the Supplier's option, return or destroy all technical, commercial, advertising, and promotional materials, price lists, catalogs, samples, and any confidential information or documentation provided by the Supplier. The Distributor shall immediately cease representing itself as an authorized distributor of the Products and shall discontinue all marketing, promotion, and distribution activities relating to the Products, without prejudice to any right to sell any remaining inventory if expressly agreed in writing by the Parties.

28. Status of Inventory and Work-in-Progress Orders

Upon the termination or expiration of this Agreement, the Parties shall settle the disposition of the Distributor's remaining inventory of the Products and the treatment of all accepted purchase orders pending as of the effective date of termination. Unless otherwise agreed in writing, the Distributor shall be entitled to sell its remaining inventory of Products purchased prior to the termination of this Agreement until such inventory is exhausted, provided that all sales are made in accordance with the terms of this Agreement and the Supplier's branding and quality standards.

29. Compensation

The termination, expiration, or cancellation of this Agreement shall not entitle either Party to claim any compensation, indemnity, or damages solely as a result of such termination, except where such claim arises from a material breach of this Agreement by the other Party or as otherwise expressly provided under the applicable law.

30. Governing Law. Original Text

This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflict of laws principles. In the event of any inconsistency between different language versions of this Agreement, the English version shall prevail and shall constitute the original and legally binding text.

31. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, including its interpretation, performance, breach, termination, or validity, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one (1) arbitrator appointed in accordance with such Rules. The seat of arbitration shall be Miami, Florida, United States of America. The arbitration proceedings shall be conducted in the English language. The arbitral award shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction.

32. Amendments to This Agreement

Any amendment, modification, or supplement to this Agreement shall be made in writing and signed by duly authorized representatives of both Parties. No amendment or modification shall be valid or binding unless made in accordance with this provision.

33. Assignment of the Contract

Neither Party may assign, transfer, or delegate, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any assignment or transfer made in violation of this provision shall be null and void and of no legal effect.

34. Right of Retention

The Distributor shall have no right to retain, encumber, pledge, dispose of, or assert any lien or right of retention over any Products, goods, documents, promotional materials, or other property belonging to the Supplier, unless expressly authorized in writing by the Supplier. Upon the termination or expiration of this Agreement, the Distributor shall promptly return all property belonging to the Supplier upon the Supplier's request.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Agreement in two (2) original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument, on the date and at the place first written above.

STRAYE	SHOESNOVA
(Angel Cabada)	(Santiago Lopez)