ACH AUTHORIZATION AGREEMENT TERMS AND CONDITIONS

Threshold Enterprises, Ltd. — Wholesale Distribution

ORIGINATING COMPANY (Threshold Enterprises, Ltd., Headquarters: 23 Janis Way, Scotts Valley, CA 95066, Main Phone Number 1-831-438-6851)

SECTION 1 — AUTHORIZATION

1.1 General Authorization. These are the Terms and Conditions (the "ACH Terms") for any Customer identified in any ACH Authorization Agreement (the "ACH Agreement") or any Customer who sends or receives an ACH to Company ("Customer"). Customer hereby authorizes Threshold Enterprises, Ltd. ("Company"), and its designated financial institution, to initiate Automated Clearing House ("ACH") debit and credit entries to the Customer's bank account identified above ("Customer Account"), in accordance with the terms set forth herein and pursuant to the rules and guidelines of the National Automated Clearing House Association ("NACHA") (https://www.nacha.org/) and applicable federal and California law.

1.2 Standard Terms and Conditions of Sale. All transactions authorized under the ACH Agreement shall be subject to Company's Standard Terms and Conditions of Sale (the "Sale Terms") (http://www.thresholdenterprises.com/publications/controlled/100088.pdf) which, along with the ACH Terms, are published on Company's website at www.thresholdenterprises.com (or such successor URL as Company may designate), and as updated from time to time. Customer agrees to be bound by the Sale Terms, and understands that the Sale Terms govern payment due dates, invoice dispute procedures, return policies, and related matters. In the event of a conflict between the ACH Agreement and the Sale Terms on any matter, including but limited to,payment timing or amount, the Sale Terms shall control.

1.3 Debit Authorization. Customer authorizes Company to initiate ACH debit entries from the Customer Account for amounts due and owing to Company arising from: (a) product orders accepted and fulfilled by Company; (b) invoices issued in connection with valid shipments of dietary supplements, health and wellness products, related products, and other similar products; (c) any restocking fees, return processing charges, or other amounts expressly set forth in Company's Sale Terms; and (d) any other amounts Customer has agreed in writing to pay to Company.

1.4 Credit Authorization. Customer authorizes Company to initiate ACH credit entries to the Customer Account for: (a) refunds for returned products accepted pursuant to Company's return policy; (b) credit memos issued by Company; (c) overpayment corrections; and (d) promotional credits or rebates issued in accordance with Company's then-current published Sales Terms.

SECTION 2 — TRANSACTION INITIATION AND TIMING

2.1 Initiation Basis. Company will initiate an ACH debit upon Company's acceptance of a Customer purchase order, in the full amount of that purchase order. Following shipment, Company will issue an invoice reflecting the goods actually shipped. If the amount shipped is less than the purchase order total, Company will issue a credit memo and initiate a corresponding ACH credit to the Customer Account for the difference between the amount debited and the invoiced amount of goods actually shipped. Customer acknowledges and agrees to this pre-shipment debit practice as a condition of purchasing on ACH payment terms.

2.2 Notice of Variable Debits. Because invoice amounts may vary by shipment, this Agreement constitutes Customer's advance authorization for variable-amount ACH debits. Customer waives any separate per-transaction notice requirement, provided that Company makes invoices available to Customer via email, customer portal, or such other method as the parties agree.

2.3 Processing Timeframe. ACH entries typically settle within one (1) to three (3) business days from initiation. Company shall initiate debit entries no earlier than the order date for prepaid orders or the invoice due date for other orders unless otherwise agreed in writing. For orders that have out of stock items that were not shipped to Customer, Company will endeavor to issue ACH credit entries with 7 business days.

2.4 Returned Entries. If an ACH entry is returned by Customer's financial institution for any reason (e.g., insufficient funds, account closed, unauthorized), Company reserves the right to: (a) re-initiate the entry up to three (3) additional times within thirty (30) days of the original settlement date; (b) assess a returned item fee of $25 for each return; and (c) suspend ACH payment privileges and require alternative payment in its sole discretion.

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23 Janis Way, Scotts Valley, CA 95066 Phone 831-438-6851

SECTION 3 — DISPUTE AND REVOCATION RIGHTS

3.1 Invoice Disputes. Customer shall notify Company in writing of any disputed invoice amount within the period specified in the Sale Terms (or, if not specified, within ten (10) business days of invoice date). Undisputed portions of invoices remain due and subject to ACH debit on the scheduled due date. Company shall not initiate a debit for a disputed amount while a bona fide dispute is pending, provided Customer has notified Company as required herein.

3.2 Unauthorized Entry Claims. Customer must notify Company of any allegedly unauthorized ACH entry no later than fifteen (15) calendar days after the settlement date of such entry. NACHA rules may provide different timeframes for claims against Customer's bank; this provision governs Customer's obligations to Company only.

3.3 Revocation. Customer may revoke their ACH authorization by providing written notice to Company via email to accounting@thresholdent.com or certified mail to Company's address below, with at least ten (10) business days' advance notice prior to any transaction date. Revocation does not relieve Customer of any payment obligation owed to Company. Upon revocation, all outstanding balances become immediately due and payable pursuant to the Sale Terms.

SECTION 4 — SECURITY AND ACCOUNT CHANGES

4.1 Account Change Notice. Customer shall provide Company with at least ten (10) business days' prior written notice of any change to Customer's bank account information (routing number, account number, or account type). Company shall not be liable for failed transactions resulting from Customer's failure to provide timely notice.

4.2 Security of Account Information. Company agrees to maintain the confidentiality of Customer's bank account information using commercially reasonable security measures and will not disclose such information to third parties except: (a) to Company's financial institution and ACH processors as necessary to execute authorized transactions; (b) as required by applicable law or legal process; or (c) with Customer's prior written consent.

4.3 Data Retention. Company will retain Customer's bank account information only for as long as necessary to fulfill its obligations under the ACH Agreement or as required by law.

23 Janis Way, Scotts Valley, CA 95066 Phone 831-438-6851

SECTION 5 — REPRESENTATIONS AND WARRANTIES

5.1 Customer Representations. Customer represents and warrants that: (a) Customer has full authority to execute the ACH Agreement and authorize ACH transactions to and from the Customer Account; (b) the Customer Account information provided in the ACH Agreement is accurate and complete; (c) the ACH Agreement constitutes a legal, valid, and binding obligation of Customer; (d) Customer is a licensed retail or wholesale business in good standing purchasing dietary supplements,, health and wellness products, and other related products for resale; and (e) execution of the ACH Agreement does not violate any agreement to which Customer is a party.

5.2 Company Representations. Company represents and warrants that it will initiate ACH entries only for amounts validly due under confirmed orders and invoices, and that it will comply with NACHA Operating Rules in all material respects.

SECTION 6 — DEFAULT AND REMEDIES

6.1 Default. Customer shall be in default under the ACH Agreement if: (a) any ACH entry is returned for insufficient funds or a closed account on two (2) or more occasions within any twelve (12)-month period; (b) Customer revokes authorization while any balance is outstanding and fails to make payment by an alternative method within five (5) business days; or (c) Customer provides false or inaccurate account information.

6.2 Remedies. Upon default, Company may, in addition to any other rights under the Sale Terms or applicable law: (a) require prepayment or alternative payment security for future orders; (b) suspend or terminate Customer's account; and (c) pursue collection of all outstanding amounts, including reasonable attorneys' fees and costs as permitted under California law and the Sale Terms.

SECTION 7 — GENERAL PROVISIONS

7.1 Governing Law. The ACH Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. All ACH transactions are also subject to the NACHA Operating Rules, as amended, and applicable provisions of Article 4A of the California Uniform Commercial Code (Cal. Com. Code §§ 11101 et seq.).

23 Janis Way, Scotts Valley, CA 95066 Phone 831-438-6851

7.2 Venue. Any dispute arising under the ACH Agreement shall be resolved in the state or federal courts of competent jurisdiction located in the County of Santa Cruz, Santa Clara, or San Francisco, State of California, and the parties hereby consent to such exclusive jurisdiction and venue.

7.3 Entire Agreement. The ACH Agreement, together with Company's Sale Terms, constitutes the entire agreement of the parties with respect to ACH payment authorization and supersedes all prior oral or written understandings on that subject.

7.4 Amendment. Company may amend the Sale Terms as posted on its website without advance notice. Material changes to the ACH Agreement require written consent of both parties, except that Customer's continued placement of orders following notice of any material changes to the ACH Terms shall constitute acceptance of such changes.

7.5 Severability. If any provision of the ACH Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.6 Waiver. No waiver by either party of any breach shall constitute a waiver of any subsequent breach.

7.7 Assignment. Customer may not assign the ACH Agreement without Company's prior written consent. Company may assign the ACH Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

7.8 Counterparts / Electronic Signatures. The ACH Agreement may be executed electronically, including via DocuSign or another electronic signature platform. Electronic signatures shall have the same legal effect as original signatures pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 et seq.) and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.).

7.9 NACHA Compliance. Company, as the Originator, agrees to comply with all applicable NACHA Operating Rules and guidelines. Customer acknowledges that ACH transactions are subject to NACHA's rules and that Customer's financial institution may have independent rights and obligations under those rules.