

Service Agreement

For Logistics Services in Pingshan Comprehensive Bonded Zone (PCBZ), Shenzhen Between

Buffalo Games LLC.

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SHENZHEN DONGTAI INTERNATIONAL LOGISTICS CO., LTD

This Service Agreement ("Agreement") is made on the 1st of June 2025 (the "Effective Date") by and between Buffalo Games, LLC, with its headquarters located at 220 James E. Casey Drive, Buffalo NY 14206 United States("Buffalo Games") and ShenZhen Dongtai International Logistics Co., Ltd located at 3rd Floor, Building A-2, Haixiang Industrial Park, No. 3 Lijing North Road, Pingshan Comprehensive Bonded Zone, Pingshan District, Shenzhen (Dongtai). Buffalo and Dongtai shall be referred to individually as a "Party" and collectively as the "Parties". 本服务协议("协议")于2025年6月01日("生效日期")由特 拉华公司Buffalo Games, LLC.(总部位于205 Dingens Street Buffalo NY 14206 United States ("<u>Buffalo</u> Games"))与深圳市东泰国际物流有限公司(位于深圳市坪山区龙田街道老坑社区荔景北路3号海翔 工业园A-2栋厂房301)签订。Buffalo和东泰应单独称为"一方", 合称为"双方"。

Signed and Agreed by:

ShenZhen Dongtai International Logistics Co., Ltd

Name: Liufei Yang Title: Legal Owner Date: 1st June 2025 Signed and Agreed by:

Buffalo Games LLC.

Name: Jevery 13 allaro Title: SVP France & Muniosstration

Date: 5th August 2025

The Parties have executed the agreement by their duly authorized representative's as of the date of the signed agreement. 自签署协议之日起,双方已由其正式授权代表执行本协议。

1. Scope 范围

The scope of this agreement is for Dongtai to provide warehousing, order fulfilment and logistics services to Buffalo.本协议的范围是东泰为Buffalo提供仓储、订单履行和物流服务。



2. Contract Period 合同期间

2025/06/01 – 2025/12/31

2025年6月01日至2025年12月31日

3. Contact window 联系窗口

Buffalo Games LLC. 主要联络

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David Michaels

Purchasing Manager, Buffalo, NY US

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Jordan Lo

Mark Predko

Phil Gaeta

Matt McDonell

General Manager China Operations, Shanghai CN

Manager Order Fulfilment Operations, Buffalo,

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Email: jlo@buffalogames.com

ShenZhen Dongtai International Logistics Co., Ltd 主要联络

Ruby Xiong Customer service

Mobile: +86 17388722564

Email: assistant@dtimp.com

Fuhua Chen Sales Manager

Mobile: +86 15768473733 Email: sales05@dtimp.com

4. Dongtai hours of operation and holidays 东泰上班时间及节假日

Office Hours: Monday to Friday 09:00 – 17:30 办公时间: 星期一至五09:00 - 17:30



Office closed on Saturday, Sunday and public holidays. If work is needed overtime rates will apply per Dongtai cost table in Appendix A 星期六、日及公众假期休息。如需加班,按附件A东泰报价表计算

5. Handling procedure 处理程序

Under Buffalo's instruction to arrange pick up of the outbound cargo. At the same time Buffalo will also provide Dongtai the outbound shipment details. 在Buffalo的指示下安排提货。同时Buffalo也会向东泰提供出站出货明细。

Buffalo will inform Dongtai to check the outbound shipment if the outbound shipment requires Dongtai to provide quantity inspection and a physical outer carton checking upon goods received (such as visible damage or scrap). 如果出运货物要求东泰在收到货物后提供数量检验和实物外箱检查(如可见损坏或报废),Buffalo将通知东泰检查出运货物。

Buffalo will give outbound instructions to Dongtai to release and deliver the specified cargo to Buffalo's customers' appointed forwarder warehouse or appointed courier company who will arrange the export and delivery to ultimate customer accordingly. Buffalo将向东泰发出出库指令,将指定的货物放行并交付给Buffalo客户指定的货代仓库或指定的快递公司,由后者安排出口并交付给最终客户。

The import declaration will be made by Buffalo's factories for shipments to Dongtai. The export declaration will be made by Dongtai for shipments out of the PCBZ (Pingshan Comprehensive Bonded Zone). 进仓报关由Buffalo的工厂进行报关,然后出货到东泰。出口报关由东泰公司负责,由东泰公司负责出口。

Dongtai has received, read and agrees to abide by the Buffalo SOP for handling shipments both in China and outside of China to other nations. (details please refer to Appendix) 东泰已收到、阅读并同意遵守Buffalo在中国处理货物的SOP。(详情请参阅附录C)

6. Warehouse Management 仓库管理

Dongtai will provide a normal environment warehouse for the storage. 东泰将提供正常环境的仓库存放。

Dongtai will allow Buffalo and Buffalo's customers (in the presence of a Buffalo representative), access to the warehouse for auditing purposes. 东泰将允许Buffalo和Buffalo的客户(在Buffalo代表在场的情况下)进入仓库进行审计。

Staff members must display a photographic identification card inside the secured warehouse. 工作人员必须在有保安的仓库内出示照相身份证。

Visitors will be greeted and registered at the reception. They will be given a visitor pass and escorted by designated staff during their entire visit in the secured premises. 访客将在接待处受到欢迎和登记。他们将获得访客通行证,并在整个参观期间由指定的工作人员陪同。



During periods when the premises are not in operations, all access will be locked up and an effective intruder detection alarm system will be activated. 在楼宇停止运作期间,所有出入口将被锁上,并启动有效的入侵侦测警报系统

The process of cargo inspection and assembly of material will be performed by Buffalo staff. 货物检验和材料组装的过程将由Buffalo安排人员完成

Dongtai will also provide service to assist Buffalo for stock take (cycle count) and goods relocation. Dongtai agrees to maintain an inventory record accuracy (measured by cycle counting) of at least 99.5% in terms of product piece. For losses of inventory. Dongtai shall reimburse Buffalo for any inventory at the end of each calendar quarter. 东泰也将提供服务,协助Buffalo盘点(周期盘点)和货物搬迁。东泰同意保持至少99.5%的产品件库存记录准确性(以周期计数衡量)。存货损失。东泰应在每个季度末向Buffalo提供所有库存数量。

7. IT support 提供

Dongtai will provide internet communication to access the on-line inventory report. The on-line inventory report will include Buffalo part numbers and the ability to track the trace material within Dongtai warehouse. 东泰将提供互联网通讯,以访问在线库存报告。在线库存报告将包括Buffalo零件号和追踪东泰仓库内追溯材料的能力。

8. Contracting pricing for services 服务合同定价

Dongtai will invoice Buffalo for the services according to the Quotation in Appendix A. Price change notice should be provided 90 days ahead of the contract expiry date with written notice to Buffalo for review and negotiations. Services not considered under the "quotation" in Appendix A will be quoted by Dongtai to Buffalo, negotiated and mutually agreed upon. 东泰将根据附件a中的报价向Buffalo开具服务发票。报价如有变化应在合同到期前90天提供,并书面通知Buffalo进行审查和谈判。附件A"报价"中未考虑的服务将由东泰向Buffalo报价,经双方协商同意。

9. Payment 付款

Buffalo will receive the invoices issued by Dongtai. Payment terms are as follows: Warehousing NET 45 days after receipt of invoice. Buffalo会收到东泰开具的发票。付款方式如下:收到发票后45天内付款。

Invoice will be submitted to Buffalo's team, via email to <u>ssha@buffalogames.com</u> as current practice. 发票将提交给Buffalo的团队,按照目前的做法,通过电子邮件发送至 <u>ssha@buffalogames.com</u>。



10. Supplementary Provisions 补充规定

All business transactions of Dongtai are subject to the latest Standard Trading Conditions (STC). 东泰所有商业交易均受最新版《标准交易条件》(STC,附录B)的约束。

11. Customs Import/Export Liability 关务责任条款

Buffalo and its suppliers must strictly ensure the authenticity of the goods transferred from overseas to the bonded warehouse (including specific information such as goods descriptions, country of origin, quantity, brand model, gross weight, net weight, size, machine accessories, etc.), the actual goods must be consistent with the packing list and invoice and ensure that the goods comply with the requirements of relevant laws and regulations. Buffalo及其供货方从境外转关至保税仓库的货物必须严格保证货物的真实性(含货物描述,原产地,数量,品牌型号,毛重,净重,尺寸,整机配件等具体信息),实际货物须与装箱单、发票一致,同时保证货物必须符合相关法律法规的要求。

Buffalo and its suppliers shall bear all legal liabilities and all actual expenses incurred in case of violation of the requirements of this Contract or problems with the goods of Buffalo and its suppliers, including customs clearance, punishment by the competent authorities, etc. Buffalo and its suppliers shall compensate Dongtai for the actual losses caused thereby. 在违背本合同要求或因Buffalo及其供货方货物的问题发生包括通关、被主管机关处罚等恶劣事件由Buffalo及其供货方承担所有法律责任及产生的实际费用.

Dongtai has the right and obligation to provide the identity information of the business leader provided by Buffalo and its suppliers to the customs, commodity inspection and public security authorities. 东泰有权利和义务将Buffalo及其供货方当时所提供的业务负责人身份信息提供给海关,商检和公安机关。

12. Insurance 保险

Dongtai will provide basic insurance coverage within Dongtai Warehouse area. In case of loss and damage to goods in transit or warehouse inside Dongtai service, Dongtai will be liable and provide appropriate compensation. All compensations are subject to the latest Standard Trading Conditions (STC, Appendix B) latest edition. Any changes to the STC terms and conditions must be mutually agreed by the two parties. 东泰将在东泰仓库区域内提供基本保险。如果货物在东泰提供的运输和仓储服务过程中丢失和损坏。东泰将承担责任并给予相应赔偿。所有赔偿以标准交易条件(STC,附录B)最新版本为准。STC条款和条件的任何变更须经双方同意。

The excess insurance coverage should be covered by Buffalo which will be based on Dongtai transparently providing the basic insurance coverage limits and terms through a certificate of insurance or other acceptable proof of coverage. 超出的保险金额由承担。



In case of loss of or damage to goods outside of the transportation and warehousing provided by Dongtai, both parties should discuss and reach a mutual agreed solution regarding liabilities for compensation. 在东泰提供的运输和仓储服务之外发生货物灭失或损坏的,双方应协商并达成共同同意的赔偿责任解决方案。

13. Term and Termination 期限与终止

Subject to the other provisions contained in this Agreement, the initial terms of the Agreement will be for one (1) year from the Effective Date, or through the end of the contract date, whichever occurs first. After the aforesaid initial term, the Agreement may be renewed, at the option of Buffalo, for additional terms of one year each. A renewal option shall be exercised by Buffalo by giving Dongtai written notice thereof, at least forty-five (45) days prior to the end of the initial terms or the current renewal terms, as applicable. During the term of the contract, if Buffalo requests to terminate the Contract in advance, Buffalo shall notify Dongtai forty-five (45) days in advance. The liquidated damages shall be 2 months 'rent. 根据本协议中包含的其他条款,本协议的初始条款有效期为自生效日起壹(1)年。在上述初始期限之后,Buffalo可以选择将本协议续签,每次续签一年。续期选择权应由Buffalo在初始期限或当前续期(视情况而定)结束前至少45天向东泰发出书面通知。合同期限内,Buffalo要求提前解除本合同,Buffalo应提前45天通知东泰,否则支付2个月的租金为违约金.

14. Confidential Information 机密信息

Non-Disclose and Non-Use. During the Term and for a period of five years thereafter, Supplier and Buffalo shall each keep confidential and not to disclose to any other Party and all technical and other confidential or proprietary information made available to it by the other Party ("Confidential Information"). Upon the request of the disclosing Party, or in the event of the expiration or termination of this Agreement, each receiving Party shall promptly return all such Confidential Information to the disclosing Party; provided that counsel for the receiving Party may retain one copy of such information, sealed and signed by both Parties, for archival purpose in the event any dispute should arise between the Parties respecting their obligations under this section. 不披露和不使用。在本协议期限内及之后的五年内,订约供应商和Buffalo应各自保密,不得向任何其他方披露对方提供给其的所有技术和其他机密或专有信息("机密信息")。应披露方的要求,或在本协议期满或终止的情况下,接收方应及时将所有该等保密信息归还披露方;但接收方的律师可保留该等信息的一份副本,经双方盖章并签字,以备双方就其在本条项下的义务发生任何争议时存档。

Supplier and Buffalo shall not use any such Confidential Information of the other Party except in connection with the purpose of this Agreement. The time period of these non-disclosed obligations shall not apply to any Confidential Information that qualifies as a trade secret under any applicable law. 供应商和Buffalo不得使用对方的任何该等保密信息,除非与本协议的目的有关。这些未披露义务的期限不适用于根据任何适用法律被认定为商业秘密的任何机密信息。



Exceptions. The data or other information disclosed pursuant to this Agreement shall not be deemed to be Confidential Information of the disclosing Party if: 例外。在下列情况下,根据本协议披露的数据或其他信息不应被视为披露方的机密信息:

- (i) at the time of disclose the same was in the public domain or subsequently becomes a part of the public domain through any means other than the breach of the receiving Party's obligations under this Agreement; 披露时该信息已在公共领域,或随后通过除违反本协议项下接收方义务以外的任何方式成为公共领域的一部分;
- (ii) Was known to the receiving Party at the time of disclosure; 在披露时为接收方所知;
- (iii) Is at any time disclose to the Receiving Party by any Third Party who has the right to do so and who does not impose any restriction upon the receiving Party regarding the use of such information or the maintenance of its confidentiality; or 任何有权向接收方披露且不限制接收方使用该等信息或保持其机密性的第三方在任何时候向接收方披露的信息; 或
- (iv) The disclosure of which is necessary by reason of legal or regulatory requirements, provided that the receiving Party first gives written notice to the disclosing Party to permit it to oppose such requirement and all materials ultimately disclose for legal or regulatory requirements are clearly marked "Confidential", and provided further that any data or information required to be disclosed by reason of legal or regulatory requirements shall be deemed not to be Confidential Information only for purposes of disclosure to the applicable legal or regulatory authority and shall remain Confidential Information for all other purpose under this Section 因法律或监管要求而有必要披露的信息,但接收方首先书面通知披露方,允许其反对该要求,且最终因法律或监管要求而被露的所有材料均明确标记为"保密";此外,由于法律或监管要求而需要披露的任何数据或信息,仅在向适用的法律或监管机构披露时才被视为机密信息,在本条项下的所有其他目的下仍应视为机密信息

Appendix A 附录A
Shenzhen Pingshan Bonded Warehouse Quotation 深圳坪山保税仓库报价
Appendix B 附录B
Standard Trading Conditions 标准交易条件
Appendix C 附录C
Shipment Handling SOP 装运处理SOP