

PROGRAM AGREEMENT

THIS PROGRAM AGREEMENT is made as of 1/21/2026 by and between Smarter Equipment Finance, LLC ("SEF"), a Nevada Limited Liability Company with its principal place of business at 500 N Rainbow Blvd #222, Las Vegas, NV 89107, and Ronnoco Holdings, Inc., a Delaware corporation and Ronnoco Coffee, LLC, a Delaware limited liability company dba Ronnoco Beverage Solutions (collectively, "Ronnoco"), with their principal place of business at 618 Boyle Avenue, St. Louis, MO 63110.

Recitals

- A. Ronnoco, in the ordinary course of business sells beverage display and dispensing Equipment to commercial Customers in connection with service and consumable purchase programs.
- B. Ronnoco proposes to refer its Customers seeking to acquire Ronnoco's equipment and services to SEF for the purpose of SEF acquiring and leasing the Equipment to Ronnoco's Customers.
- C. SEF may from time to time desire to purchase the Equipment for lease to Ronnoco's Customers.

Now, therefore, in consideration of the agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Definitions

"Agreement" means this Program Agreement, as may be amended, supplemented or modified from time to time by the parties hereto.

"Approval" means the decision, made at the sole discretion of SEF, to accept or reject a credit request presented to SEF by Ronnoco for lease approval.

"Ronnoco" means the party to this Agreement that is an authorized dealer of the Equipment.

"Equipment" means certain products together with all components and parts incorporated therein, and all other replacements, substitutions and incorporated therein, and software licensed in connection therewith, acquired by SEF and leased to a Customer.

"Fraud" means any intentional misrepresentation, knowing omission of a material fact, or deceptive act relating to the Equipment, the Customer, or the Lease Agreement, committed by Ronnoco, or by a Customer with the knowledge of or participation by Ronnoco, which renders a Lease Agreement legally unenforceable.

"Legally Unenforceable" means a final determination that a Lease Agreement is void or unenforceable as a matter of law due solely to a breach of Ronnoco's representations or warranties under this Agreement or Fraud, and **not** due to Customer non-payment, credit deterioration, or financial inability to perform.

"Material Breach" means an event of Default or series of Defaults that, at the sole discretion of SEF, exposes or could expose SEF to undue risk, financial harm or damage to reputation.

"Lease Agreement" means a lease agreement or other financed transaction, including without limitation a loan, installment sale, or conditional sale agreement, between a Customer and SEF (or its assignee) for Equipment purchased by SEF from Ronnoco.

"Purchase" means each purchase by SEF of Equipment from Ronnoco for lease to a Customer.

"Purchase Price" has the meaning set forth in Section 3.

"Repurchase" means payment to SEF by Ronnoco of the Repurchase Amount for leases with Customers subject to Repurchase as defined in Sections 10 and 11.

"Repurchase Amount" has the meaning set forth in Section 11.

"Repurchase Date" has the meaning set forth in Section 11

Terms and Conditions

1. Credit Applications: Ronnoco may refer Customers to submit applications to SEF for Customer credit Approval for Equipment for lease or rental. SEF will use reasonable efforts to determine the credit worthiness of an applicant within one (1) business day of receipt of the credit information. Credit approvals will be communicated to Ronnoco in a timely manner and will be valid for thirty (30) days, provided that SEF may cancel the Approval if there is or SEF reasonably determines that there is likely to be a material adverse change in the financial or credit condition of a credit approved Customer prior to SEF Purchasing the Equipment or if a Customer has failed to timely comply with credit approval requirements set forth in the Approval. Approvals may include maximum credit amounts and other

conditions.

2. Purchase of Equipment: SEF will purchase from Ronnoco, for an Approved Customer, Equipment selected by the Customer and all of Ronnoco's right, title and interest in and to the Equipment, upon receipt by SEF of:
 - a. Ronnoco's invoice for the purchase of the Equipment, indicating Sold To: Smarter Equipment Finance and Ship To: Customer.
 - b. A properly executed Lease Agreement in a form acceptable to SEF, in its sole discretion.
 - c. Any other documentation SEF may request as a condition of the credit approval.
 - d. Any other documentation SEF may request to document and/or evidence the sale of the Equipment by Ronnoco to SEF.
 - e. Customer's verbal acceptance of final terms and authorization to fund Ronnoco prior to delivery & installation
3. Purchase Price: Ronnoco's invoice for Purchase Price of the Equipment may include additional amounts representing fees for service and maintenance of the Equipment by Ronnoco, in such amounts as SEF may approve in its discretion. SEF shall not be obligated to pay any Purchase Price until all conditions set forth in Section 2 above have been satisfied in full, as determined by SEF. SEF reserves the right to independently verify that the Equipment identified in any Ronnoco invoice being Purchased has been delivered to and accepted by the Customer prior to payment by SEF of the Purchase Price.
4. Documentation: Ronnoco's invoices for the Purchase Price of the Equipment shall not include any terms or conditions in conflict with those of this Agreement. Any such conflict will be governed by the terms of this Agreement. Any warranties made by Ronnoco in connection with the sale of the Equipment to SEF shall be assigned to the Customer, and Ronnoco shall honor its warranties to Customer as though Customer were the purchaser of the Equipment.
5. Billing and Collection: SEF will provide billing and collection services related to payments due under the Lease Agreements with Customers.
6. Service and Maintenance: To the extent any service and maintenance is included in any invoice paid by SEF, Ronnoco is responsible to provide all requisite service and maintenance on the Equipment and to keep the Equipment in good working condition during the term of any Lease Agreement with a Customer.
7. Agency: The relationship between SEF and Ronnoco is that of independent contractors only. Neither Ronnoco nor SEF, nor any of their respective agents, employees or representatives, shall be deemed an agent, employee, joint venturer, franchisor, or partner of the other. Neither Ronnoco nor SEF has any authority to bind or act on the other's behalf and neither of them shall be responsible or liable in any manner for the acts, debts or obligations of the other. Neither party shall take any action or make any representation contrary to the provisions of this section.
8. Title to Equipment: Ronnoco represents that Ronnoco holds legal title to all Equipment described in and subject to its invoices for the Purchase Price, fee and clear of all liens and other encumbrances, and all Equipment is sold in the ordinary course of Ronnoco's business.
9. Ronnoco Representations: Ronnoco represents to SEF with respect to Equipment Purchased by SEF and Customer's referred to SEF, as applicable:
 - a. The Equipment has been delivered, installed, in good working condition and accepted by the Customer unless prefunding has been approved for the transaction.
 - b. Ronnoco has fully informed SEF of all material information known to Ronnoco concerning the Customer and the Equipment that may cause or result in the Customer going into default.
 - c. Ronnoco has made no misrepresentations with respect to the the Equipment to Customer or SEF.
 - d. Ronnoco has and will continue to fulfill its obligations to the Customer under any other agreements between Ronnoco and Customer, and shall fully perform all services identified in any Ronnoco invoice paid by SEF.
 - e. The Equipment will be located in the United States and used for business or commercial purposes only.

- f. All information provided by Ronnoco to SEF is true, accurate, and complete.
 - g. There are no other contracts, promises or commitments between the Customer and Ronnoco relating to the obligations of each party other than disclosed by Ronnoco to SEF. The terms of any maintenance or other services to be provided to Customer, including with respect to the Equipment, are set forth in a separate agreement between Ronnoco and Customer.
 - h. All Equipment provided to a Customer is in the ordinary course of Ronnoco's business.
 - i. Immediately prior to the sale of the Equipment to SEF, Ronnoco was the sole owner of all right, title and interest in and to the Equipment, free and clear of any security interest or other liens in favor of any person or entity.
 - j. Ronnoco has not participated in, or knowingly allowed any fraud with respect to any Customer including without limitation the Customer's acceptance of any Equipment to be sold to SEF for lease to Customer.
10. **DEFAULT AND REMEDIES (Breach of Representations):** In the event Ronnoco has materially breached any of its representations or warranties under this Agreement, including without limitation those set forth in Section 9, and such breach remains uncured for thirty (30) days following written notice from SEF, or if any Lease Agreement is determined to be legally unenforceable as a direct result of Fraud, then Ronnoco shall, upon demand by SEF, purchase the affected Lease Agreement from SEF (or its assignee) for an amount equal to the balance owed under the Lease Agreement as though the Customer had defaulted in accordance with its terms (the "Repurchase Price"). This Section 10 is not a credit recourse obligation and shall not be triggered by Customer payment default, insolvency, bankruptcy, or inability to perform, absent a breach of Ronnoco's representations and warranties or Fraud as defined herein. Any amounts owed by Ronnoco under this Section 10 and not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month until paid in full.
11. **Material Breach:** In the event of an uncured breach, SEF reserves the right to cancel this Agreement immediately upon written notice by SEF to Ronnoco.
12. **Term:** This Agreement may be terminated by either party with thirty (30) days written notice except as provide in #12 herein. Upon termination of this Agreement, each party's rights and obligations will remain in effect for all Equipment purchased and leased to Customer by SEF.
13. **Confidentiality:** SEF and Ronnoco mutually agree to maintain the confidentiality of information of each party hereto related to this program, including: a) this Agreement, b) Customer information, c) Lease Agreement information, and d) any other information marked as "Confidential". Each party shall at all times comply with applicable law.
14. **Indemnity:** Each party shall hold the other harmless from, defend against and indemnify the other party from and against any claims, liabilities, expenses, damages, or losses ("Claims") asserted by a third party, including reasonable attorneys' fees and costs resulting from the breach of the indemnifying party's obligations under this Agreement or any other agreement with a Customer, as well as any acts or omissions giving rise to such Claims. Each party shall promptly notify the other party when it becomes aware of any such third-party Claims. The indemnifying party shall control the defense of such Claims, but shall not be entitled to enter into any settlement or other resolution that includes any admission of liability of the indemnified party without its prior written consent.
15. **Governing Law:** This Agreement shall be governed by the laws of the state of Nevada. Any jurisdictional proceedings arising under this Agreement shall be adjudged in the courts located in Clark County, Nevada and both parties consent to the jurisdiction of such court as to all actions and irrevocably waive any defenses to such jurisdiction as well as any right to a trial by jury.
16. **True Sale:** Each party hereto agrees that it intends the sale of Equipment by Ronnoco to SEF to be for all purposes a true sale, and not a loan. Each party hereto covenants and agrees that it shall treat the sale of Equipment as a true sale for all purposes and shall not make any contrary representation or take any contrary action.
17. **Assignment:** SEF may assign any or all of its rights or obligations hereunder, and Ronnoco agrees that any such assignee may assert or enforce any such assigned rights as if it were an original party to this Agreement. Ronnoco may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of SEF.
18. **Residual Ownership:** Upon the Customer's full satisfaction of all payment obligations of a lease contract, ownership of the residual interest in the Equipment shall transfer from the funding source to SEF, free and

clear of liens arising through such funding source. SEF shall thereafter transfer ownership of the Equipment to Ronnoco for a purchase price equal to ten percent (10%) of the original Purchase Price, pursuant to a separate written agreement. Only after acquiring title, Ronnoco may, under a separate agreement with the Customer, offer to sell the Equipment at fair market value, continue its use under a rental or service arrangement, or accept its return. Nothing herein creates any obligation, residual guarantee, or recourse obligation with respect to the Equipment. This Section applies only to transactions structured as leases and shall not apply to transactions structured as loans, installment sales, or conditional sale agreements, in which no residual interest exists.

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. If counterparts of this Agreement are signed electronically or counterparts exchanged with facsimile signatures, a copy bearing such electronic or facsimile signatures shall be deemed an original for all purposes.

This Agreement is effective as of the date set forth above.

SMARTER EQUIPMENT FINANCE L.L.C.:

By: Chet Zeken
Name: Chet Zeken
Its: President

RONNOCO HOLDINGS, INC.:

By: [Signature]
Name: Terry M. Danna
Its: CEO

RONNOCO COFFEE, LLC:

By: [Signature]
Name: Danie Bailer
Its: Controller