

## OVERRIDING ADDENDUM TO VENDOR CONTRACT - Services

**Customer (“Customer”):** Mucci International Marketing, Inc.

**Contractor (“Contractor”):** [REDACTED]

**Vendor Contract (“Contract”):**

**[INSERT NAME AND DATE OF CONTRACTOR AGREEMENT]**

I. Customer and the Contractor have entered into the contract identified above. The contract includes any attachments or exhibits to the contract, as well as any amendments or other addenda, whether referenced via a URL link or otherwise to the contract and one or more terms that Customer does not accept (collectively, the “**Legacy Contract**”). In consideration for Customer entering into that Legacy Contract, the Contractor enters into this Customer Overriding Addendum to the Legacy Contract (“**Addendum**”) which specifically alters certain terms and conditions contained in the Legacy Contract. Therefore, the parties agree that the following terms in this Addendum hereby replace and supersede any competing terms and conditions in the Legacy Contract that conflict with, or are inconsistent with, the terms of this Addendum. Accordingly, the terms of this Addendum shall form a part of the Legacy Contract and are hereby included therein by reference (collectively, the “**Addended Contract**”). Unless defined herein, all capitalized terms shall have the meaning ascribed to them in the Legacy Contract.

II. **ORDER OF PRECEDENCE:** This Addended Contract modifies and supersedes any terms and conditions in the Legacy Contract, whether or not such terms and conditions in the Legacy Contract are agreed upon by Customer and Contractor before or after the signing of this Addended Contract. No click-through, unsigned, or web-linked terms and conditions, policy or the like (including any vendor or third party policies and/or any updates to the foregoing) referenced in the Legacy Contract or otherwise incorporated in the Legacy Contract and/or required to be clicked, signed or otherwise accepted before using Contractor provided products and services shall apply to the Legacy Contract and the transactions contemplated hereby and thereby. Contractor represents and warrants to Customer that no third-party terms are applicable to the Legacy Contract or Customer’s use of the products or services under the Legacy Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN THE LEGACY CONTRACT AND THIS ADDENDED CONTRACT, THIS ADDENDED CONTRACT SHALL CONTROL.**

1. **Services.** Customer may, as needed, place orders for Services by executing a statement of work (a “**Statement of Work**” or “**SOW**”). All SOWs must include a detailed description of any Services to be performed, work, and payment schedule, acceptance procedure(s), and a statement of remedy procedures for unacceptable services. This Addended Contract governs Contractor’s provision of Services. If there is a

conflict or ambiguity between any term of this Addended Contract and a SOW, the terms of this Addended Contract shall prevail. Any additional or conflicting terms contained in any other document or communication between the parties are deemed rejected by the parties. An amendment to this Addended Contract and/or a SOW must be written and executed by both parties.

### 2. **Term; Termination.**

(a) This Addended Contract will be effective as of the date of the last signature in the signature block below (the “**Effective Date**”) and will remain in effect for a term of “**X** years, or until terminated in accordance with the terms of this Addended Contract (the “**Term**”). Unless terminated, each SOW is effective for the term set out therein. Any work performed by Contractor after the Term is governed by this Addended Contract.

(b) Customer may terminate this Addended Contract and/or any individual SOW(s) at any time without cause upon thirty (30) days’ prior written notice to Contractor. Contractor will return all Customer property of any kind in its custody or control immediately at the conclusion of Services including all documents, records, files, passwords, and security cards. Contractor may terminate the Addended Contract if Customer fails to pay an undisputed invoice forty-five (45) days after receipt of the applicable invoice.

(c) During the Term, Contractor shall neither reassign Contractor Personnel away from performance nor otherwise make any material changes to the level of Services being provided without Customer’s prior written consent.

### 3. **Background Checks.**

(a) Contractor is solely responsible for supervising and controlling its Personnel and will retain qualified and experienced Personnel. Contractor is fully responsible for the safety of their Personnel. Customer shall not assume responsibility for, or control over, the activities of Personnel by observing, or checking activities, or informing any Personnel of unsafe conditions. Contractor Personnel that is expected to be at a Customer location for more than **XX days** per year, at Contractor’s expense, shall comply with Customer’s background checks and drug test policies and all Customer on premises policies.

(b) Contractor shall inform Customer immediately if Personnel assigned to its facility in the past or future has been arrested or convicted of any criminal offense.

#### **4. Payment for Services.**

(a) Customer shall pay all undisputed and properly invoiced amounts on behalf of Customer within forty-five (45) days after receipt of the applicable invoice from Contractor. Customer shall be entitled to a three percent (3%) discount if the undisputed amounts have been paid by Customer within fifteen (15) business days following receipt of an invoice from Contractor. If Contractor fails to submit its invoice within one hundred and eighty (180) days of completion of Services, Contractor shall be deemed to have waived the right to such compensation or reimbursement and there shall be no obligation by Customer to make payment of such sums. Contractor shall only invoice Customer at the prices agreed to in the Legacy Contract or SOW.

(b) Contractor agrees to pay all applicable present and future taxes of any kind pertaining to the Services, and all employment-related taxes, contributions and payments for all Personnel, including, without limitation, withholding federal, state and local income taxes, federal, state and local unemployment contributions, Social Security taxes, Medicare, unemployment insurance and procuring and maintaining Workers' Compensation insurance as required by state and federal laws.

(c) Neither Contractor nor Personnel will be reimbursed for any expenses incurred unless expressly agreed to by the parties in writing.

(d) Contractor shall pay to Customer any undisputed service level credits within forty-five (45) days after receipt of notice that such credits are due by other mutually agreed means.

(e) Contractor acknowledges and agrees that it shall not pass through any additional costs or expenses, including but not limited to tariffs, duties, customs clearance costs, or other import/export related costs without Customer's prior written consent in each instance and under no circumstances shall Customer be responsible for the payment of any tariffs, duties, customs clearance costs, or other import/export related costs and any designation on any Contractor document that shifts such obligation on Customer shall be null and void.

#### **5. Representations and Warranties.**

Contractor represents and warrants that it will:

- (a) Perform the Services in a timely fashion.
- (b) Perform such Services in strict compliance with all laws, regulations, and as agreed by the parties ("**Specifications**"). Absent Specifications, Contractor

will perform such Services in accordance with standard industry practices.

(c) Maintain throughout the Term all relevant permits, licenses and bonds required to perform the Services.

(d) Contractor shall ensure that its Personnel follow's Customer's facility guidelines and procedures for contractors, and safety and security regulations, (**Exhibit B – "Security"**), as periodically modified. Customer's guidelines include rotation of Personnel and use of identification badges and vehicle signage that conspicuously identify Contractor as a contractor for Customer.

(e) Compliance with anti-corruption laws. Contractor represents and warrants that it will take no action, directly or indirectly, that would constitute a violation of any laws or regulations and that neither it, nor any of its directors, officers, employees, agents or third-parties acting on Contractor's behalf have been convicted of, pleaded guilty to, charged with, or investigated for any offense involving fraud, corruption or bribery in any jurisdiction. Contractor agrees to immediately inform Customer if there is a change to the affirmation in the preceding sentence.

(f) Contractor represents and warrants to Customer that: (i) it is a corporation duly incorporated, validly existing and in good standing under the laws of the state in which it was incorporated; (ii) it has all necessary corporate power and authority to enter into this Addended Contract and each SOW; and (iii) its execution and performance of this Addended Contract does not breach any other contract.

**6. Corrective Action.** Contractor will promptly take corrective action to remedy any unsatisfactory condition to Customer's complete satisfaction. If Contractor fails to correct, to Customer satisfaction, within five (5) business days any condition brought to its attention by Customer, such failure shall be considered a breach and Customer shall have the right to immediately terminate the relevant SOW(s) and this Addended Contract. The appropriate Customer facility manager will resolve any questions arising as to the interpretation of any Specifications. Contractor shall report any out-of-scope repair needs to the applicable Customer facility manager and will immediately take actions to remedy any unsatisfactory performance.

**7. Independent Contractor.** Contractor is and shall remain an independent contractor of Customer. All Personnel are either an employee or independent contractor of Contractor. Contractor and Personnel have the sole right to control the manner in which they perform their tasks. Contractor shall have the exclusive right to hire, fire and discipline Personnel. Customer may at any time and with or without cause dismiss any and all Personnel from performing Services at or on Customer property, so long as such dismissal is not in violation of any laws or regulations, following which

Contractor will promptly furnish qualified replacement. Contractor and Personnel shall not be entitled to participate in or receive the benefits of any pension, retirement, medical insurance or other employee benefit plan of Customer. Contractor and Personnel shall be responsible for and pay and discharge any and all obligations to federal, state or local governments for income or earnings taxes, social security contributions, unemployment compensation contributions or any other similar obligations.

**8. Compliance with Laws.** Contractor is solely responsible for compliance with all laws that apply to its business and Services ("**Applicable Laws**"), and will directly and indirectly perform the Services in strict accordance with all Applicable Laws. "**Applicable Laws**," include: (i) applicable federal, state and local laws, statute, codes, executive orders and regulations; (ii) Customer's Supplier Code of Conduct, as periodically amended; (iii) all laws and regulations related to hiring, termination, compensation, hours of work, and other conditions of employment. Contractor agrees that all Personnel that will be supplied to Customer will be eligible to work legally in Canada and that such eligibility will be verified through the E-Verify system. In the event that any Personnel is found to be ineligible to work legally in Canada, Contractor will notify Customer in writing and terminate such Personnel's assignment. Contractor agrees to defend, indemnify and hold harmless Customer against any and all liability incurred as a result of the illegal immigration status of any Personnel. If requested, Contractor shall furnish Customer with a certification as to the immigration status of any Personnel performing Services for Customer. Contractor's obligation to comply with Applicable Laws does not create the relationship of employer-employee between Customer and Contractor or between Customer and Personnel.

**9. Confidentiality / Privacy.**

(a) "**Confidential Information**" means the terms of this Addended Contract and all non-public business information pertaining to the disclosing party (the "**Disclosing Party**"), including, information relating to: (i) the Disclosing Party's planned or existing computer systems, data, documentation, operational methods, processes, initiatives, services and products and the like. All information related to Customer's employees and all information regarding marketing, sales, promotion, format, personnel, strategic plans, other information relating to the operation of Customer's business which is not generally known to or readily ascertainable by the public, regardless of form shall be considered Confidential Information of Customer. Confidential Information excludes information that: (a) is or becomes generally known to the public not as a result of a disclosure by the receiving party (the "**Receiving Party**"), (b) is rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party, or (c) is received by the Receiving Party in good faith and without restriction from a third party, not under a confidentiality obligation to the

Disclosing Party and having the right to make such disclosure.

(b) **Restrictions.** The Receiving Party agrees that it will: (i) keep all Confidential Information in strict confidence, using all diligent and good faith efforts to safeguard the confidentiality of Confidential Information; (ii) not, directly or indirectly, disclose any Confidential Information to anyone outside of the Disclosing Party or its Representatives; (iii) not make use of any Confidential Information other than as is necessary to fulfill its obligations hereunder; and (iv) at any time the Disclosing Party may so request, deliver promptly to the Disclosing Party, all memoranda, notes, records, reports, media and other documents and materials (and all copies thereof) regarding any Confidential Information the Receiving Party controls or possesses.

(c) **Permitted Disclosure.** Notwithstanding anything in this Addended Contract to the contrary, the Receiving Party may disclose Confidential Information to its officers, directors, employees and agents having a need to know such information in connection with fulfilling its obligations pursuant to this Addended Contract ("**Representatives**"). The Receiving Party shall be responsible for any breach of this Section by any Representative. Customer may provide Contractor with a confidentiality agreement to be executed by each Representative of Contractor.

(d) The Receiving Party may disclose Confidential Information to the limited extent required by law; provided, however, that the Receiving Party notifies the Disclosing Party in writing in advance of such disclosure and provides the Disclosing Party with copies of any related information so that the Disclosing Party may take appropriate action to protect the Confidential Information.

(e) **Remedies.** The Disclosing Party, upon a disclosure or threatened disclosure of any Confidential Information, will be entitled to seek injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction upon an *ex parte* application by the Disclosing Party to protect and recover its Confidential Information. Further, the Receiving Party will advise the Disclosing Party immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the Receiving Party, has violated or intends to violate the terms of this Addendum.

(f) **Privacy.** With respect to Customer Data: (i) Customer Data is and will remain the property of Customer; (ii) to the extent that Contractor has access to Customer Data, it will not collect or use any such data without the prior written approval of an authorized officer representing Customer's corporate office. Contractor will not disclose such Customer Data, whether in aggregate or individual form, to any third party without the prior written approval of an authorized

officer representing Customer's corporate office. Contractor will maintain the confidentiality of such Customer Data and will treat it in accordance with Customer's then applicable privacy policies, privacy statements and in accordance with all Applicable Laws. "Customer Data" means content, data, information, and/or materials of or relating to Customer owned by Customer or maintained by third parties with respect to prior services performed by such third parties for Customer. All Customer Data shall be Confidential Information of Customer. Contractor certifies that it is in compliance with any Applicable Laws and/or regulations with respect to privacy and data security relative to Confidential Information of Customer. Contractor further certifies that it has implemented and currently maintains an effective information security program to protect such Confidential Information, which program includes administrative, technical, and physical safeguards sufficient: (i) to ensure the security of such Confidential Information; (ii) to protect against any reasonably anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) to protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to Customer, its affiliates, or to any of their employees, agents, or representatives. In the event that Contractor is in breach of this Section, it will immediately advise Customer of, and take steps to remedy, such breach, including, protecting Customer, its affiliates, and any of their employees, agents, or representatives against the consequences of any disclosure or use of Confidential Information in violation of this Addended Contract. Customer reserves the right to terminate this Addended Contract immediately upon written notice to Contractor should a breach occur, and to pursue such other remedies as may be available to Customer, whether under this Addended Contract, at law, or in equity.

## 10. Intellectual Property.

(a) All right, title and interest associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Contractor or any Personnel pursuant to this Addended Contract (the "Works") shall belong exclusively to Customer. All Works created by Contractor, or by any Personnel provided by Contractor, for Customer pursuant to this Addended Contract shall be works made for hire within the meaning of the copyright laws of Canada and the United States.

(b) In the event that any Works are deemed not to be a work made for hire, then Contractor and each Personnel hereby assigns to Customer all right, title, and interest in the Works, including any and all copyright rights or other intellectual property rights in and to the Works, in all media, now or hereafter known, worldwide. Contractor and each Personnel also agrees to execute such additional documents as may be requested by Customer to further evidence, perfect or record Customer's rights in the Works.

11. Performance of Services. Contractor shall begin and complete the Services on or before the date(s) and time(s) specified in the SOW and at a rate of progress consistent with the performance schedules set forth in the SOW. If Contractor fails to meet the schedules and dates or should Customer determine in its sole discretion that Contractor is not capable of meeting such schedules of dates, Customer may hire sufficient additional contractors to meet such schedules. Upon completion of the Services by a third party, Customer may demand payment by Contractor of the amount by which Customer's costs to complete the work exceed the amount that would have been payable to Contractor under the SOW, plus Customer's out-of-pocket costs.

12. Warranties for the Services. Contractor represents, warrants and covenants that the Services shall be provided in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge and judgment customarily practiced by nationally recognized service providers in performing similar services. The Services and Contractor-supplied material shall be free of material defects in materials and workmanship. If, in Customer's reasonable discretion, Contractor fails to perform its obligations hereunder, including any failure to adhere to the performance schedules discussed in Section 11 herein, Customer may institute reasonable service level requirements ("SLA") to supplement the existing terms and conditions for the Services. Such SLAs may include but not be limited to terms relating to routine maintenance, emergency repairs, system upgrades, performance metrics related to uptime, response time and resolution time, reporting and monitoring requirements on system performance, maintenance activities and issue resolution, meetings to review performance metrics, penalties and remedies, service credits for failure to meet uptime, response time and resolution time. Such SLAs shall become effective within ten (10) days of receipt by Contractor. Contractor's failure to comply with such SLAs shall be deemed a breach of this Addended Contract and Customer shall be entitled to immediately terminate this Addended Contract.

## 13. Indemnity.

(a) Contractor shall indemnify, defend by counsel (acceptable to Customer) and hold harmless Customer and its affiliates, and their respective current and former officers, directors, shareholders, stockholders, partners, managers, members, employees, subcontractors, agents and representatives, successors and assigns (individually and collectively, "Customer Indemnified Parties") from and against any, fine, penalty, loss, cost, damage, injury, claim, expense, or liability (including, but not limited to, court costs and attorney fees) incurred by Customer (individually and collectively, "Claims") which result from (i) injury to or death of any person, or (ii) damage to, or loss or destruction of any property, when such Claims arise out of or result from the acts or omissions

of Contractor or Personnel or agents under this Addended Contract or (iii) Contractor's negligence, willful misconduct and/or fraud in performing the Services or (v) Contractor or Contractor Personnel's breach or alleged breach of this Addended Contract or (v) Contractor's actual or alleged violation of Applicable Laws.

(b) Contractor shall indemnify, defend by counsel (acceptable to Customer) and hold harmless Customer Indemnified Parties from and against any Claims arising from Contractor's employment of, or independent contractor relationship with, any Personnel for work performed pursuant to this Addended Contract or for the relationship established pursuant to this Addended Contract between Personnel and Customer. This indemnity shall include claims arising from joint employment; benefits under any employee benefit plan of Customer or its affiliates; discrimination of any kind under Title VII of the Civil Rights Act of 1964, 42 USC § 1981; The Americans With Disabilities Act; the Older Workers Benefit Protection Act; and the Age Discrimination in Employment Act or other federal, state or local laws; retaliation; violation of the Fair Labor Standards Act or other federal, state or local wage or labor laws; workers' compensation claims, violation of any Internal Revenue Service rule or regulation pertaining to withholding or payroll taxes; or violation of the Family & Medical Leave Act.

(c) Contractor shall indemnify, defend by counsel (acceptable to Customer) and hold harmless Customer Indemnified Parties from and against any Claims for actual or alleged infringement if any Services performed and/or materials provided under this Addended Contract are held in an action or suit to constitute an infringement of any patent, trademark, trade secret, copyright, or other intellectual property right or any other proprietary right. If Customer's use of such Services and/or materials is enjoined, Contractor shall, at its expense, either (i) procure for Customer the right to continue using Services and/or the materials; or (ii) after consultation with Customer, replace or modify the Services and/or materials at no additional cost, to make it a substantially similar, functionally equivalent, non-infringing Services and/or materials. If Contractor fails to do either (i) or (ii) within a reasonable time, Contractor shall promptly refund to Customer all amounts paid by Customer for such Services and/or materials, and. Customer may immediately terminate the Addended Contract.

(d) Contractor shall indemnify and hold harmless Customer and any and all Customer Indemnified Parties, from and against any Claims which result from any mechanics' or materialmen's liens arising from any Services performed in connection with any facility.

(e) Upon request of Customer, Contractor shall, at no cost or expense to any Customer Indemnified Parties, defend and/or settle any claim, proceeding, appellate proceeding, or suit for Claims, whether or not

litigation is actually commenced, and pay any costs, attorney fees, and judgment and/or settlement that may be incurred by any Customer Indemnified Parties under this Section. Contractor shall also: (i) keep Customer, and any other Customer Indemnified Parties fully informed of the progress of such defense and/or settlement; and (ii) afford Customer or any Customer Indemnified Parties, each at its own expense, an opportunity to participate on an equal basis with Contractor in the defense or settlement of any such Claims. Contractor shall not settle or offer any settlement or payment against any such Claims Customer's written approval, which approval shall not be unreasonably withheld. Customer may offset against any and all sums due Contractor any expense, including, but not limited to, attorneys' fees, it incurs or sums it is required to pay to third parties as a result of any Claim.

**14. Limitation of Liability.** IN NO EVENT SHALL CUSTOMER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. Insurance.** Contractor shall obtain and shall maintain throughout the Term insurance policies in amounts equal to or greater than those specified in **Exhibit C**. Such insurance policies shall cover Contractor and Personnel. Contractor's and Personnel's policies must require that Customer be given thirty (30) days' prior notice of any expiration, or cancellation of the above insurance. Contractor shall furnish Customer with a certificate of insurance showing the above insurance coverage attached hereto as **Exhibit C** both for Contractor and Personnel, and copies of policy endorsements naming Customer as additional insured under the applicable policies on a primary and noncontributory basis. If the nature of the Services change during the Term, and Customer determines that additional risks of personal injury or property damage are involved, Customer may require that Contractor and Personnel maintain different types and/or higher amounts of insurance coverage.

**16. Safety.** Except as otherwise provided in this Section 16, Contractor shall undertake and maintain all necessary safety measures ("**Safety Measures**") in performance of the Services including, without limitation the use of any equipment. Contractor will provide training to its Personnel on safe and proper equipment use. Contractor shall, when possible, use its own equipment. If Contractor uses Customer's equipment, Contractor does so at its own discretion and risk and shall first inspect all equipment including, without limitation any Customer equipment before use and as necessary during use to verify proper and safe functioning, and to verify that all equipment used by Contractor complies with local, state and federal codes. If Contractor identifies any issues with

Customer's equipment, Contractor must immediately notify Customer and refrain from using Customer equipment until Customer has satisfactorily addressed the issue, in Customer's sole discretion. If Contractor identifies any issues with Customer's equipment and continues to use Customer's equipment, Contractor and/or its Personnel shall be solely liable and responsible for any damages or injuries that occur from such use. Contractor is solely responsible for upkeep and maintenance of all Contractor equipment used for the Services including. Contractor is responsible for timely installation and use of all necessary equipment to provide Safety Measures and shall promptly remove the equipment when it is no longer needed. Customer expressly disclaims all representations and warranties associated with Contractor's and/or its Personnel's use of Customer's equipment and all Customer equipment is provided "AS IS" and without any warranties. Contractor shall defend, indemnify, and hold all Customer Indemnified Parties harmless from any claims by its Personnel or other parties arising from the use of any equipment in performance of the Services, including without limitation, use of Customer's equipment. Contractor shall immediately notify Customer by telephone and in writing within one (1) hour of each known incident arising directly or indirectly from the performance of the Services that result in personal injury, death or property damage. Contractor agrees that the Services, including the products or Works resulting from any Services, shall comply with the requirements of all Applicable Laws, regulations, and standards pertaining to safety and health, including specifically and without limitation the requirements of the Occupational Safety and Health Act of 1970, as amended.

**17. Trademarks/Publicity.** Contractor shall not issue any press release or other public statement regarding this Agreement without the prior written consent of a Customer C-Suite representative or higher. Contractor shall not use any trademark, service mark, name, logo or other intellectual property right of Customer or any of its affiliates ("Customer Marks") in connection with the Services or any other product or service, unless Contractor receives express prior written consent of a Customer C-Suite representative or higher. Contractor acknowledges that Customer Marks are Customer's exclusive property and that Contractor has not and will not acquire any proprietary rights therein under this Agreement. Contractor agrees that upon termination of this Agreement, Contractor and its Personnel shall immediately cease and discontinue all use of Customer Marks. Contractor's breach of this provision shall constitute a material default, and Customer may immediately terminate this Agreement upon written notice to Contractor.

**18. Affiliate Ordering.** Affiliates of Customer may procure Services from Contractor under the terms and conditions of this Agreement; provided that, such Affiliate enters into a SOW that references this

Agreement (each such SOW between an Affiliate of Customer and Contractor, an "Affiliate SOW"). Each Affiliate SOW, together with any subsequent Affiliate SOW(s) entered into between such Customer Affiliate and Contractor and the applicable terms of this Agreement shall constitute a separate contract between such Affiliate of Customer and Contractor (each such contract, an "Affiliate Agreement") and for purposes of such Affiliate Agreement all references to Customer herein shall be deemed to be references to such Customer Affiliate. Contractor shall look solely to such Customer Affiliate (and not to the original Customer entity executing this Agreement or any other Affiliates) for satisfaction of any payment obligations, liability, and claims arising under or relating to any Affiliate Agreement without any claim to joint and several liability between Affiliates. "Affiliate" of Customer means any entity that directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with Customer, where "control" means either the power to direct the management or affairs of the entity or ownership of fifty percent (50%) or more of the voting securities of the entity. Without limiting the generality of the foregoing, Affiliates of Customer shall include all entities in which Cox Enterprises, Inc. holds a fifty percent (50%) or greater direct or indirect (e.g., through one or more subsidiaries or Affiliates) interest.

**19. Force Majeure.** Any party to this Addended Contract will be excused from performance under this Addended Contract for any period of time that the party is prevented from performing its obligations under this Addended Contract due to a fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen, lack of facilities, an act of God or of any public enemy, voluntary or involuntary compliance with any valid law, order, regulation, request, or recommendation of any government agency or authority, lack of transportation, or other unforeseeable causes beyond the control of either party whether or not of the kind or nature hereinbefore specified, and not otherwise due to such party's negligence. Notwithstanding any statements to the contrary, in no event shall an increase in tariffs, duties, customs clearance costs or other import/export related activity or any economic hardship be deemed a force majeure event, or a basis for otherwise adjusting Contractor's pricing or excusing Contractor of its obligations hereunder. In the event of such failure or delay, a party shall be excused from performance only during the period in which it is affected and only if it is using reasonable commercial efforts to mitigate or eliminate the cause of such delay or its effects and, if events in the nature of the force majeure event were reasonably foreseeable, used commercially reasonable efforts prior to its occurrence to anticipate and avoid its occurrence or effect. Customer shall have no obligation to pay for any Services that are not performed by Contractor as a result of a force majeure event. Each party shall notify the other in writing promptly of any such failure or delay in, and the effect on, its

performance. Such non-performance will not constitute grounds for breach. If Services are not re-instituted within ten (10) days after the date Contractor is prevented from performing its obligations aforesaid, Customer may terminate this Addended Contract without penalty, promptly receive a refund for any prepaid unused fees for Services not yet rendered, and Customer shall not be required to pay any fees for Services not rendered.

**20. Remedies.** The remedies contained herein for the breach of this Addended Contract are not exclusive, but shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any and all other remedies which may be pursued at law or in equity.

**21. No Assignment.** Contractor shall not assign or transfer this Addended Contract or any of the rights or obligations hereunder. Any attempted transfer without the written consent of Customer is void.

**22. Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Addended Contract shall be in writing and shall be deemed to have been duly delivered (i) on the date of personal delivery or (ii) on the date of receipt if mailed by registered or certified mail, postage prepaid and return receipt requested, or by overnight courier, to the following addresses, or to such other address as any party may request by notice to all of the other parties to this Addended Contract—If to Customer:

Mucci International Marketing, Inc.  
1876 Seacliff Dr.  
Kingsville, ON N9Y 2N1, Canada

With a copy to:

Cox Enterprises, Inc.  
6205-A Peachtree Dunwoody Road  
Atlanta, Georgia 30328  
Attention: VP of Legal, Commercial Operations

If to Contractor: [INSERT NAME AND ADDRESS OF CONTRACTOR, AND WHO THE NOTICES SHOULD BE ADDRESSED TO].

**23. Publicity and Use of Name.** Neither party shall, release any communication regarding this Addended Contract or use the name or any marks of the other party or its affiliates.

**24. Governing Law.** This Addended Contract shall be governed by and construed in accordance with the substantive laws of the Province of Ontario without regard to principles of conflicts of laws.

**25. Entire Contract.** This Addended Contract shall not be construed against either party by virtue of its role or its counsel's role in drafting it. Further, this Addended Contract, including the schedules and exhibits which are attached hereto and incorporated herein by reference, constitutes the entire agreement among the parties with regard to the Services to be provided by Contractor and the Personnel, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter of this Addended Contract.

**26. Survival & Waivers.** All rights and obligations hereunder that should by their nature survive the termination or expiration of this Addended Contract will survive. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right herein.

**27. NON-EXCLUSIVE CONTRACT.** THIS ADDENDED CONTRACT DOES NOT GRANT CONTRACTOR AN EXCLUSIVE PRIVILEGE TO FURNISH TO CUSTOMER ANY OR ALL OF SERVICES THAT CUSTOMER MAY REQUIRE, NEED, OR DESIRE. CUSTOMER EXPRESSLY RESERVES THE RIGHT TO CONTRACT WITH OTHERS FOR THE PURCHASE OR PERFORMANCE OF ANY SERVICES COMPARABLE OR IDENTICAL TO THE SERVICES WHICH ARE OR MAY BE THE SUBJECT OF THIS ADDENDED CONTRACT. ACCORDINGLY, NOTHING IN THIS ADDENDED CONTRACT SHALL BE CONSTRUED AS GUARANTEEING ANY VOLUME OR FREQUENCY OF SUCH SERVICES.

**28. Exhibits & Counterparts.** The following exhibits are attached hereto and incorporated by reference: **Exhibit A** – Pricing, **Exhibit B** – Security, **Exhibit C** – Insurance Requirements. This Addended Contract and any SOW may be executed in electronic counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

# COX FARMS

**IN WITNESS WHEREOF**, the parties have caused this Addended Contract to be duly executed by their duly authorized signatories, all as of the Effective Date.

**CONTRACTOR:**

**MUCCI INTERNATIONAL MARKETING, INC.**

By: Click or tap here to enter text. \_\_\_\_\_

By: Click or tap here to enter text. \_\_\_\_\_

Name: Click or tap here to enter text. \_\_\_\_\_

Name: Click or tap here to enter text. \_\_\_\_\_

Title: Click or tap here to enter text. \_\_\_\_\_

Title: Click or tap here to enter text. \_\_\_\_\_

Date: Click or tap here to enter text. \_\_\_\_\_

Date: Click or tap here to enter text. \_\_\_\_\_

# COX FARMS

EXHIBIT A

PRICING

**[INSERT PRICING INFORMATION]**

## EXHIBIT B

### Security

**Non-Customer Controlled Equipment.** Contractor agrees that any equipment (laptops, mobile devices, etc.) which is not controlled and administered by Customer will not be given direct access to Customer internal systems without prior Customer approval. Customer equipment can be provided to Contractor if direct access to Customer internal systems is needed.

**Access Requirements.** Contractor access to Customer facilities, systems, and/or information will only be granted in controlled circumstances and should be approved based on the type of access.

- All Contractor access must be approved by Customer Security.
- Contractors must not share or provide others the access they have been granted.
- Contractor access must be sponsored by a Customer employee.
- Access should be approved with clear reference to the reason why access is necessary.
- Access provided will be based on 'least privilege and scope' as necessary. The access to be granted should match the authorized purpose and not exceed that level.
- Contractor is responsible for ensuring the Customer is informed when access is no longer required so that the access can be terminated.
- No Contractor shall attempt to or access Customer assets for which he/she has not been granted access.
- No Contractor shall attempt to or access Customer assets without valid business reasons.
- No Contractor shall access Customer assets for personal reasons to include making changes without approval or authorization.
- No system user shall attempt to use or install device software and other forms of obstructions, software, or malware to any systems or equipment.
- Customer reserves the right to access and monitor all messages and files as deemed necessary. All communication, including text and images, may be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.
- All communication must be for professional reasons and must be used in an effective, ethical and lawful manner.
- Contractor(s) must not disrupt the operation of Customer products and/or services.
- Contractor(s) are not to bother private areas such as desks, drawers, mail slots, nor use computers, fax or telephones except as needed to perform their work and with prior approval.

## EXHIBIT C

### Insurance Requirements

- (a) On behalf of any Contractor Personnel provided to Customer by Contractor, Contractor shall maintain at its expense: (i) Workers' Compensation to comply with statutory limits; (ii) Employer's Liability Insurance in an amount not less than Five-Hundred Thousand Dollars (\$500,000.00); and (iii) Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence; (iv) Commercial Auto Liability Insurance, covering liability arising out of Contractor's owned, non-owned and hired vehicles, in the amount of at least One Million Dollars (\$1,000,000) per accident; and (v) if applicable, Excess Liability Insurance, in the amount of at least Five Million Dollars (\$5,000,000) per occurrence.
- (b) *If applicable*, Environmental Impairment Liability – Contractor will maintain Contractor's pollution liability coverage Insurance in the amount of Five million dollars (\$5,000,000) per loss and in the aggregate, covering bodily injury and property damage claims, including cleanup costs, as a result of pollution conditions or improper recycling or disposal arising from Contractor's operations and completed operations. The policy shall include coverage for (1) bodily injury, sickness, disease, mental anguish or shock sustained by any person; (2) property damage, including physical damage to or destruction of tangible property, loss of use whether physically destroyed or not, diminution in value, and cleanup costs; (3) natural resource damage; (4) defense and attorneys' fees, including costs and expenses incurred in the investigation, defense, or settlement of claims caused by pollution conditions arising from the Services rendered under this Addended Contract, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials or other irritants, contaminants or pollutants into or upon land (including soil vapor), the atmosphere, or any ground water, watercourse or body of water. Completed operations coverage will remain in effect no less than three (3) years after final completion. If the policy is a "claims made" policy, it shall continue for a period of three (3) years beyond the termination of the Addended Contract. Customer and the owner of the property will be named as additional insured, and the policy will have a retroactive date before the commencement of Services.
- (c) *If applicable*, Professional Liability – Contractor will maintain Professional Liability or Errors and Omissions Insurance, covering liability for errors and omissions arising out of Contractor's performance of its obligations pursuant to this Addended Contract, in an amount not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, which policy shall include coverage for negligent acts and errors or omissions arising out of or related to the design, development, installation, and operation of the Works and the furnishing of Services by the Contractor or any person acting on behalf of the Contractor.
- (d) With respect to required Workers' Compensation insurance, coverage shall include a waiver of subrogation in favor of Customer or any of its affiliates or subsidiaries.
- (e) Contractor shall include Customer as additional insured on its Employer's Liability Insurance, Commercial General Liability Insurance, and Auto Liability Insurance on a primary and noncontributory basis, and shall provide a waiver of subrogation on its Commercial General Liability insurance policies. If Contractor's insurance policy is to be canceled or changed by insured or insurer so as to affect the coverage required by this Addended Contract, at least thirty (30) days prior written notice of such cancellation or change shall be sent to Customer at the address to which invoices are to be sent by Contractor. Contractor shall provide Customer with a certificate or certificates of insurance evidencing the coverage set forth hereinabove upon execution of this Addended Contract and annually thereafter upon renewal of Contractor's insurance during the term of this Addended Contract.

None of the insurance required herein shall limit in any way the indemnification obligations of Contractor.