

**STANDARD TERMS AND CONDITIONS**  
**Environmental, Health and Safety Services**

**1. STATUS.** Consultant will be an independent contractor, and not an agent, representative or joint venture partner of Coke Florida. Consultant will not enter into any contract or commitment on behalf of Coke Florida and will be solely responsible for making all payments to and on behalf of its employees and its contractors, including those required by law. Coke Florida will not be liable for any debts or other liabilities of Consultant. Additionally, in the event a purchase order is used for any Services, acceptance of such purchase order will constitute acceptance of the terms and conditions of this Agreement and the applicable SOW. Coke Florida will not be bound by any provisions in Consultant's proposals, order acknowledgment or acceptance forms or other documents (including any counteroffers), including any online terms and conditions referenced in any such documents or in a website, application or other digital or electronic format, that propose any terms or conditions in addition to or differing from the terms and conditions set forth herein, and any such terms and conditions of Consultant and any other modification to this Agreement or any SOW will have no force or effect and will not constitute any part of the terms and conditions of this Agreement or any SOW. Furthermore, no click-through or similar agreement relating to the Services shall be of legal effect unless duly and manually signed with ink by both parties. Coke Florida's failure to object to provisions contained in Consultant's documents will not be deemed a waiver of the terms and conditions set forth herein.

**2. Payments; Invoicing.** Payment of fees due and payable under this Agreement or any SOW will be paid within forty-five (45) days, or more favorable terms if provided by Consultant, after Coke Florida's receipt of an undisputed invoice from Consultant, is contingent upon Coke Florida having issued a valid purchase order and SOW, where required by Coke Florida, for the Services ordered. No payment will be made pursuant to any SOW until all goods are delivered or completed and all Services are completed to the satisfaction of Coke Florida. Payment of any invoice will not be construed to limit Coke Florida's right of inspection, set-off or any other right. All invoices will reflect the applicable purchase order or SOW. In the event Coke Florida disputes any portion of an invoice, Coke Florida will pay the undisputed portion as set forth above and the parties will proceed in good faith to resolve the dispute as soon as possible.

Unless otherwise agreed to by the parties in a purchase order or SOW, upon Consultant's completion of all Services under a purchase order or SOW to the satisfaction of Coke Florida, Consultant will submit an invoice to Coke Florida for the actual fees and approved expenses incurred for the goods and Services provided. Invoices will be in a form acceptable to Coke Florida and will be accompanied by such supporting data as may be reasonably required by Coke Florida and, at a minimum, will include the following:

- (a) Reference to the purchase order and/or SOW to which the invoice pertains;
- (b) Reference to the line item in the purchase order and/or SOW to which each specific charge pertains;
- (c) All charges for time, materials, goods and expense clearly stated in line item detail, segregated and supported by attached documentation; and
- (d) If applicable, the milestone number and description and certification that any acceptance testing procedures and criteria are satisfied for the Services associated with the milestone as further described in the applicable purchase order and/or SOW.

In no event will Coke Florida make any payment that will cause the total payments under the applicable purchase order and/or SOW to exceed the total estimated fees and expenses that were agreed upon in that purchase order and/or SOW.

**3. Expenses.** Any reimbursable expenses will be paid by Coke Florida as stipulated in a particular SOW and must receive Coke Florida's prior written approval prior to being incurred. Consultant agrees to abide by Coke Florida's Travel and Entertainment Policy, a current version of which may be found at [www.cocacolaflorida.com/CokeFloridaT&EPolicy](http://www.cocacolaflorida.com/CokeFloridaT&EPolicy), which is subject to change from time to time at Coke Florida's sole discretion and which is hereby incorporated into this Agreement, with respect to any potentially reimbursable expenses incurred pursuant to performance of this Agreement. Consultant will use commercially reasonable efforts to minimize all expenses, whether or not they are directly reimbursed, including but not limited to such efforts as taking advantage of lowest logical airfares and promotional rates from travel providers. From time to time, Coke Florida's Travel and Entertainment Policy may be updated at Coke Florida's sole discretion.

**4. TERMINATION.**

(a) The breach by Consultant of any representation, warranty, covenant or other obligation of this Agreement or of any SOW will be deemed a breach of this Agreement and the applicable SOW (a "**Breach**").

(b) This Agreement and/or any SOW may be terminated by Coke Florida (i) upon any Breach that is not cured within ten (10) days after Consultant's receipt of written notice of such Breach, or (ii) without cause and for convenience by Coke Florida by thirty (30) days' written notice to Consultant. In the event a Breach by Consultant, by its nature, is not reasonably capable of cure, Coke Florida may terminate this

Agreement and/or any SOW immediately upon written notice to Consultant. Upon receipt of a notice of termination, Consultant will immediately discontinue all the Services under this Agreement and/or any SOW, return all copies of Coke Florida data, records or other materials, and deliver to Coke Florida all work in progress, including incomplete work. In the case of termination, Coke Florida will have no liability to Consultant, except to pay for authorized work performed by Consultant up to the date of Consultant's receipt of such notice and any additional work separately authorized in writing by Coke Florida.

(c) Upon a determination by litigation that a termination of this Agreement and/or an SOW, other than a termination for convenience, under this section was wrongful for any reason, such termination will automatically be deemed converted to a convenience termination, and Consultant's remedy for such wrongful termination will be limited to the recoveries specified under this section.

**5. WARRANTY.** Consultant expressly represents and warrants the following to Coke Florida: (a) Consultant has the experience and ability in the fields and related disciplines, including, without limitation, those relating to environmental protection and occupational safety and health, as may be necessary to perform any and all Services under this Agreement and any SOW with a high standard of quality consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions; (b) Consultant shall provide all equipment, materials, and personnel necessary to perform the Services under this agreement and any SOW; (c) the Services under this Agreement and any SOW will be performed in a workmanlike and professional manner, and all related services, equipment, materials and reports furnished will be as represented by Consultant, suitable and fit for Coke Florida's business purposes, and in conformance with Coke Florida's performance criteria provided to Consultant; (d) Consultant has the right to enter into and fully perform this Agreement and each SOW, and no Services, equipment, materials or reports furnished to Coke Florida will in any way infringe upon or violate any Applicable Law, regulation or other legal requirement (including without limitation those governing protection of the environment and occupational safety and health), or any contract with any third party or any rights of any third party, including, without limitation, rights of patent, trade secret, trademark or copyright. In addition, Consultant will obtain all permits, licenses, and other governmental approvals or authorizations necessary for Consultant to perform any Services under this Agreement and any SOW; (e) if any Services performed under this Agreement or any SOW involve environmental investigation / assessment (e.g., for due diligence purposes), then such Services will be performed in accordance with, at a minimum, ASTM E1527-13 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," or the latest version of the same; (f) if Consultant is contacted by any governmental agency or other authority regarding any of the Services performed under this Agreement or any SOW, or otherwise regarding Coke Florida or its business or facilities, Consultant will promptly notify Coke Florida in writing about any such communication. In addition, Consultant will not contact or communicate with any governmental agency or other authority regarding any Services performed under this Agreement, any SOW or otherwise regarding Coke Florida or its business or facilities, without first consulting with Coke Florida and obtaining Coke Florida's Vice President, Risk Management and Sustainability's prior written approval to make such contact or communication; (g) with respect to all individuals that Consultant provides to perform any Services under this Agreement and any SOW, Consultant will make all appropriate tax payments and tax withholding and will verify such individuals as being legally able to work in the United States, including executing and maintaining a federal Form I-9 for all employees, contractors, and other agents performing the Services, with such Forms I-9 to be made available to Coke Florida upon request; (h) Consultant will conduct the Services in the best interests of Coke Florida, and Consultant; (i) any goods, equipment and materials provided hereunder are of merchantable quality and are free of all defects in design, materials and workmanship; (j) the Services will conform in every respect to the Applicable Laws; and (k) Consultant (i) does not have, and will not have, any contract, agreement or other understanding with any third party that entitles Consultant, or any of its officers, directors, employees, or representatives, to receive, directly or indirectly, any compensation or benefit whatsoever (whether designated as a rebate, incentive, reimbursement, commission, referral fee, consulting fee, broker's fee or other payment or fee however designated) as a result of, or relating to, the Services performed under, or recommendations resulting from, this Agreement or any SOW (collectively, "**Benefit**"); (ii) will not now or in the future receive any Benefit or seek to receive any Benefit; and (iii) will immediately report and remit to Coke Florida any Benefit received by Consultant at any time (collectively, this sections is the "**Warranty**").

The Warranty will inure to the benefit of Coke Florida. No warranty implied in connection with the sale and/or purchase of the Services is disclaimed by Consultant. "**Applicable Laws**" means all applicable laws, rules, regulations, guidelines and administrative requirements, promulgated by relevant competent

authorities and/or other governmental or regulatory authority that may apply to the development, marketing, provision or performance of the Services, including, but not limited to, those related to environmental protection, health and safety, the performance of either party's obligations hereunder and/or the parties' relationship hereunder.

**6. PROJECT INFORMATION AND SITE ACCESS.** If any Services performed under this Agreement or any SOW involve environmental investigation/assessment, environmental removal, and/or environmental remediation (including design and/or implementation), then: (a) Coke Florida will provide to Consultant information known to Coke Florida regarding the existing conditions of the property(ies) where the Services are to be performed ("**Project Information**").

**7. DISPOSAL OF MATERIALS.** If any Services performed under this Agreement or any SOW involve environmental investigation/assessment, environmental removal, and/or environmental remediation (including design and/or implementation), the related work may include coordination by Consultant of the lawful disposal of materials such as, but not limited to, samples, drilling cuttings, purge water, and/or other materials excavated or otherwise removed from the relevant property(ies). Consultant will assist Coke Florida in selecting an appropriate transport and/or disposal firm and facility and the costs of such transport and disposal will be the responsibility of Coke Florida. Coke Florida expressly agrees that Consultant will not be obligated under this Agreement or otherwise to execute any documents identifying Consultant as the owner or generator of such materials, which status will be held by Coke Florida or an appropriate third party. Consultant and Coke Florida expressly agree to reasonably cooperate in good faith regarding the above endeavors and also execution of documents necessary to permit the disposal of the foregoing materials.

**8. INDEMNITY.** Consultant will, at Consultant's own cost and expense, defend, indemnify and hold harmless Coke Florida, its subsidiaries, affiliates, directors, officers, employees, partners and agents (the "**Indemnified Parties**") from all claims, liabilities, damages, costs, expenses, and/or losses of any kind, including reasonable attorneys' fees and court costs, (collectively, "**Losses**") caused by (i) Consultant's performance of any Services under this Agreement or any SOW, (ii) Consultant's Breach of any terms and conditions of this Agreement, including the Warranties specified above, or of any SOW, (iii) Consultant's violation of any of the Applicable Laws; and/or (iv) Consultant's negligence or willful misconduct.

**9. COVID-19 WAIVER AND INDEMNITY.** Consultant agrees that it is solely responsible for the safety and actions of its and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "**Consultant Personnel**") while on Coke Florida property, when working with Coke Florida equipment, or when working or interacting with Coke Florida's and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "**Coke Florida Personnel**"). Consultant agrees to, and agrees to cause Consultant Personnel to, comply with all Coke Florida policies, guidelines, signage, instructions and rules when working on Coke Florida property, with Coke Florida equipment, and with Coke Florida Personnel, including those pertaining to COVID-19 or other illness. Because the Coke Florida property and equipment are accessible for use by multiple individuals, including Coke Florida Personnel, Consultant recognizes that Consultant Personnel are at risk of being exposed to and/or contracting an illness, including COVID-19, when working on Coke Florida property, with Coke Florida equipment, and with Coke Florida Personnel.

With full awareness, understanding and appreciation of the risks involved, Consultant, for itself and on behalf of Consultant Personnel, releases and discharges Coke Florida and its affiliates and Coke Florida Personnel (collectively, the "**Released Parties**") from, and covenants not to sue the Released Parties as a result of, all liability or responsibility whatsoever for any illness, injury, death, or any other type of damages, however caused, directly or indirectly, that may occur as a result of or relating to Consultant's or Consultant Personnel's access or exposure to Coke Florida property, equipment and/or Coke Florida Personnel, or otherwise in any way related to COVID-19, and including any damages resulting from COVID-19 or other illness arising or resulting from the alleged negligence of any third party or the Released Parties. Consultant further agrees, at its sole cost and expense, to defend, indemnify and hold harmless the Released Parties from and against all claims, allegations and lawsuits, including those made by Consultant Personnel, alleging illness, injury, death, or any other type of harm, loss, or damage, however caused, directly or indirectly, to have occurred as a result of or relating to Consultant's or Consultant Personnel's access or exposure to Coke Florida property, equipment and/or Coke Florida Personnel, or otherwise in any way related to COVID-19, and all resulting damages, losses, liabilities, settlements, judgments, costs and expenses of any kind, including, but not limited to, reasonable attorneys' fees and disbursements.

This section will survive termination or expiration of this Agreement.

#### **10. INSURANCE.**

(a) Consultant will acquire and maintain, at its own cost and expense, and cause any contractors, subcontractors, sub-subcontractors, vendors and suppliers, to acquire and maintain, during the Term of this Agreement, with carriers having an A.M. Best Rating of A-VII or better, sufficient insurance to adequately protect the respective

interests of the parties. Specifically, Consultant must carry, and cause any contractors, subcontractors, sub-subcontractors, vendors and suppliers to carry, the following minimum types and amounts of insurance on an occurrence basis or, in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims made basis with a three (3) year tail following the termination or expiration of this Agreement:

- (i) *Commercial General Liability Insurance:* Commercial General Liability Insurance, including, but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury and advertising injury and liability assumed under an insured contract in the minimum amount of \$10,000,000 per occurrence, \$10,000,000 general aggregate and \$10,000,000 products/completed operations (with at least \$1,000,000 of those amounts being primary, and the remaining \$9,000,000 being a combination of primary, excess and/or umbrella coverages);
- (ii) *Statutory Workers' Compensation Insurance:* Workers' Compensation Insurance covering all Consultant employees, contractors, subcontractors, sub-subcontractors, vendors and suppliers who Consultant uses or provides to perform Services for Coke Florida, in addition to any additional Workers' Compensation Insurance coverage required by Applicable Laws, and Employer's Liability Insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the state(s) or country(ies) where the Services are to be performed. The policies will include an alternate employer endorsement providing coverage in the event any employee or contractor, subcontractor, sub-subcontractor, vendor or supplier who Consultant uses or provides to perform Services for Coke Florida sustains a compensable accidental injury while on work assignment for the Services provided hereunder. Insurer for Consultant will be responsible for the Workers' Compensation benefits due such injured individual;
- (iii) *Commercial Automobile Liability Insurance:* If an automobile is used by Consultant in connection with the performance of its obligations under this Agreement, then Commercial Automobile Liability Insurance is required for any owned, non-owned, hired or borrowed automobile used in the performance of Consultant's obligations under this Agreement in the minimum amount of \$2,000,000 combined single limit;
- (iv) *Professional Liability / Errors and Omissions ("E&O") Liability Insurance:* Professional Liability / E&O Liability Insurance in the minimum amount of \$5,000,000 each claim and in the aggregate protecting Coke Florida against Consultant's professional negligence, failure to perform professional duties and breach of contractual obligations under this Agreement (with certification there is no security breach or unauthorized use exclusion on this policy);
- (v) *Media Liability Insurance:* If Consultant is creating content or any intellectual property for Coke Florida or providing similar services as a publisher, broadcaster, or other media-related services, then Media Liability Insurance is required in the minimum amount of \$5,000,000 each claim and in the aggregate including, but not limited to, protection against liability for "electronic and non-electronic" activities regardless of where the claim is made, including coverage for multimedia activities, content, disclosure or unauthorized use of intellectual property, unauthorized disclosure of personal data, unfair competition and false advertising;
- (vi) *Cyber Liability Insurance:* If Consultant is hosting or storing any of Coke Florida's data or providing custom code or a web application Services for Coke Florida, or if Consultant has access to any part of Coke Florida's computer network or confidential data storage, then Network Security/Privacy Liability (Cyber Liability) Insurance is required in the minimum amount of \$5,000,000 each claim and in the aggregate, including, but not limited to, protection of private or confidential information, whether electronic or non-electronic; network security and privacy liability; protection against liability for systems attacks; denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use, including regulatory action expenses; cyber extortion coverage; and notification and credit monitoring expenses; and PCI coverage or Payment Card expenses or fines;
- (vii) *Crime Insurance:* If Consultant may have direct access to cash, checks, financial instruments, financial resources, or any other items of value belonging to Coke Florida, then Fidelity/Crime/Employee Dishonesty Insurance is required in the minimum amount of \$1,000,000 per occurrence. Coverage will include blanket coverage for Employee Dishonesty and Computer Fraud with a third-party coverage extension for loss or damage arising out of or in connection with any fraudulent or

dishonest acts committed by the employees of Consultant, acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control. The definition of employee on Consultant's Crime Insurance policy must be endorsed to include "designated agents," thereby including coverage for agents, persons, partnerships, or corporations that may also perform duties in connection with Consultant's performance of its obligation under this Agreement;

(viii) *Property Insurance*: If Consultant is using its own property or the property of Coke Florida in connection with the performance of its obligations under this Agreement, then Property insurance is required on an "All Risk" basis with replacement cost coverage for property and equipment of others in the care, custody, and control of Consultant, and includes Coke Florida as a loss payee;

(ix) *Employment Practices Liability, including Third Party Liability Insurance*: If Consultant is assigning its employees to work on Coke Florida's premises, then Employment Practices Liability Insurance is required, including third party liability in the minimum amount of \$1,000,000 each claim and \$1,000,000 in the aggregate;

(x) *Environmental Pollution Insurance*: If Consultant is handling, generating, storing, transporting or disposing of any hazardous materials or environmental pollutants, then Environmental Pollution Liability Insurance is required, correlated to the type of contract and scope of work in amounts and types sufficient to cover any exposure related to any environmental pollutants or hazardous materials stored, generated, handled, transported or disposed of by Consultant, its agents or employees in conjunction with the Services provided pursuant to this Agreement, in the minimum amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance will include Environmental Impairment Liability, Contractor's Environmental Liability, and/or Professional Liability, as required depending on the nature of the Consultant's goods and Services. If Consultant is handling, generating, storing, transporting or disposing of any environmental pollutants or hazardous materials at any of Coke Florida's sites, then Environmental Impairment Liability Insurance is also required, covering at least statutory clean-up expenses, bodily injury, property damage, third-party claims and legal expenses resulting from contamination and/or pollution incidents in the amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate;

(xi) *Motor Truck Cargo Insurance*: If the Consultant provides for-hire trucking services, covering risks and losses to cargo such as fire, collision, theft, water damage, equipment failure, and refrigeration breakdown, then Motor Truck Cargo Insurance is required in the minimum amount of \$1,000,000 per vehicle and \$1,000,000 per occurrence, including coverage for Property Unloaded at the Terminal or Ocean Marine Coverage in the minimum amount of \$1,000,000 per conveyance;

(xii) *Warehouse Operators Legal Liability Insurance*: If Consultant stores Coke Florida's property for a fee, then Warehouse's Operators Legal Liability Insurance is required providing a safeguard against at least inventory loss or damage due to facility maintenance issues or gross negligence on the part of Consultant, in the minimum amount of \$1,000,000 per occurrence;

(xiii) *Excess/Umbrella Liability Insurance*: Excess and/or Umbrella Liability Insurance providing coverage over the above Commercial General Liability primary coverage satisfying the requirements as set forth in subsection (a)(i) above, and Commercial Auto Liability policies such that the minimum amount of a combined primary general liability and excess/umbrella liability limit, and combined Commercial Auto Liability and excess/umbrella liability amount is \$10,000,000 per occurrence and in the aggregate.

(xiv) *Cargo Legal Liability*: If Consultant is transporting Coke Florida property, then Cargo Legal Liability Insurance is required in the minimum amount of \$1,000,000 each claim and in the aggregate;

(b) The above limits can be achieved by a combination of primary and umbrella/excess policies.

(c) The coverage territory for the stipulated insurance will be on a worldwide basis.

(d) Coke Florida, its parents, subsidiaries, affiliates, and each of their members, managers, directors, officers, employees, partners, customers and agents will be included as an "Additional Insured" on Consultant's Commercial General Liability and Commercial Auto Liability policies listed above, and, if applicable, will be included as a "Loss Payee" on Consultant's Crime and Property policies, and will be evidenced on a Certificate of Insurance.

(e) Prior to the execution of this Agreement or seven (7) days prior to the start of work under this Agreement and annually upon the anniversary date(s) of the insurance policy's renewal date(s), Consultant will furnish Coke Florida with a Certificate of Insurance evidencing the insurance coverages and terms set forth in

this Agreement. Coke Florida will have the right, but not the obligation, to prohibit Consultant or any agents or contractors, subcontractors, sub-subcontractors, vendors or Consultants from providing goods and Services under this Agreement until evidence that the insurance has been placed in complete compliance with these requirements is received and approved by Coke Florida.

(f) Consultant will provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

(g) Consultant's insurance as outlined above will be primary and non-contributory coverage.

(h) Consultant, its contractors, subcontractors and any sub-subcontractors, vendors and suppliers will cause their insurance companies to waive their right of recovery against Coke Florida.

(i) Consultant will be solely responsible for any deductible or self-insured retention.

(j) The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Coke Florida, and failure to request evidence of this insurance will not be construed as a waiver of Consultant's obligation to provide the insurance specified.

(k) Consultant will immediately advise Coke Florida of any claim made against Consultant that pertains to this Agreement. Both Consultant and Coke Florida will cooperate in any claim investigation.

## **11. INTELLECTUAL PROPERTY.**

(a) In this Agreement and each SOW, "**Intellectual Property**" means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright or trademark protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs, including all documentation, related listings, design specifications, and flowcharts; trade secrets; and any inventions, including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

(b) Consultant hereby assigns to Coke Florida all worldwide right, title and interest in and to any and all Intellectual Property created, made, conceived, reduced to practice or authored by Consultant, or any of its employees, contractors or agents, either solely or jointly with others, in connection with the performance of the Services under this Agreement and each SOW or with the use of information, materials or facilities of Coke Florida received by Consultant during the Term of this Agreement. Coke Florida will be free to make, have made, use, offer for sale, sell, modify, translate, and import products or materials utilizing the Intellectual Property assigned to Coke Florida under this Agreement and each SOW.

(c) Consultant will promptly disclose to Coke Florida all Intellectual Property to be assigned by Consultant under this Agreement and each SOW.

(d) Consultant will retain ownership of all Intellectual Property clearly documented as having been made solely by Consultant and not created, made, conceived, reduced to practice or authored by Consultant, or any of its employees, contractors or agents, whether solely or jointly with others, in connection with the performance of the Services under this Agreement or with the use of information, materials or facilities of Coke Florida received by Consultant during the Term of this Agreement ("**Consultant IP**"). In the event, however, that any such Consultant IP is made a part of or incorporated into any services or other deliverables of Consultant under this Agreement or any SOW, Consultant expressly agrees that Coke Florida, its subsidiaries and affiliates, will have a perpetual, non-exclusive, worldwide, royalty-free license to use such Consultant IP for any of its/their respective businesses or other purposes, provided that such license will not include the right to sell, license, or otherwise transfer in any way such Consultant IP to any third party.

## **12. CONFIDENTIALITY.**

(a) Consultant acknowledges that this Agreement creates a confidential relationship between Consultant and Coke Florida. That confidential relationship is the basis on which Coke Florida has disclosed, and may in the future disclose, commercially valuable, proprietary, confidential information pertaining to the Services provided for in this Agreement and each SOW ("**Confidential Information**"). Confidential Information will include the terms of this Agreement and each SOW. Coke Florida's Confidential Information will be a trade secret of Coke Florida. Consultant will hold all Confidential Information of Coke Florida in strict confidence, and will neither disclose the same to any third party nor use it for purposes other than providing Services under this Agreement and each SOW without Coke Florida's prior written consent. Notwithstanding the foregoing, Consultant may disclose Confidential Information to its existing or prospective agents, professional advisors, or contractors ("**Third Party Contractors**"), provided that Consultant has entered into an agreement requiring the Third Party Contractors to maintain the confidentiality of such Confidential Information. Furthermore, Coke Florida may disclose Confidential Information to The Coca-Cola Company, Coca-Cola Bottlers' Association, Coca-Cola Bottlers' Sales and Services, and other Coca-Cola bottlers.

(b) Consultant will not, without obtaining the prior written consent of Coke Florida, disclose to any person or entity the fact that the Confidential Information has been provided to Consultant, or that discussions or negotiations are taking place or have taken place with the other party, or any of the terms, conditions, status or other facts

with respect to the Confidential Information or the work that Consultant is performing for Coke Florida hereunder, including the existence of this Agreement, any SOW or any decision on the part of Coke Florida not to consider or pursue any work with Consultant.

(c) The obligations set forth above in this section will not apply to information that: (i) is, or subsequently may become, generally available to the public through no breach of the obligations under this Agreement or any SOW by Consultant; (ii) Consultant can show was previously known to it at the time of receipt; (iii) may subsequently be obtained lawfully from a third party who Consultant reasonably believes has obtained the information without an obligation of confidentiality to Coke Florida; (iv) may subsequently be developed independently of disclosure by the receiving party and without reference to or use of the Confidential Information of the disclosing party; and/or (v) is required to be disclosed pursuant to the requirement of a government agency or by operation of law subject to prior reasonable consultation with the disclosing party's legal counsel.

**13. COKE FLORIDA NAME / PUBLICITY / NON-DEFAMATION.** Consultant agrees that it will not, without the prior written consent of Coke Florida, use in advertising, publicity or otherwise the name of Coke Florida or any affiliate of Coke Florida or the Coca-Cola Company, or refer to the existence of this Agreement or any SOW in press releases, advertising or other materials distributed to prospective customers.

Coke Florida may, at its option, deem Consultant to be in material breach of this Agreement and immediately terminate this Agreement if Consultant takes or authorizes any action against Coke Florida (other than legal action in connection with enforcement of this Agreement) or makes or authorizes any statements in derogation of Coke Florida, its business or its products, either directly or indirectly, and such actions or statements are made known to the general public or become a matter of public knowledge during the Term.

**14. COMPLIANCE WITH RULES AND CODE OF BUSINESS CONDUCT.** Consultant agrees to supply each of its employees, contractors and subcontractors performing Services with a copy of Coke Florida's then-current Code of Business Conduct for Suppliers, a copy of which may be found at <https://cocacolaflorida.com/SupplierCOBC>, which is subject to change from time to time at Coke Florida's sole discretion, and which is hereby incorporated into this Agreement. Consultant will comply, and will ensure compliance by all of Consultant's employees, contractors and subcontractors, with the Code of Business Conduct for Suppliers.

**15. SUPPLIER GUIDING PRINCIPLES.**

(a) Consultant will (i) comply with all applicable child labor laws; (ii) not use forced, bonded, prison, military or compulsory labor; (iii) comply with all applicable laws on abuse of employees and will not physically abuse employees; (iv) comply with all applicable laws on freedom of association and collective bargaining; (v) comply with all applicable non-discrimination and equal opportunity laws; (vi) comply with all applicable wage and benefits laws; (vii) comply with all applicable work hours and overtime laws; (viii) comply with all applicable health and safety laws; (ix) comply with all applicable environmental laws; and (x) demonstrate compliance with these Supplier Guiding Principles ("SGP") at the request and to the reasonable satisfaction of Coke Florida.

(b) Coke Florida may utilize independent third parties to assess Consultant's compliance with these SGP. If Consultant at any time fails to uphold any aspect of these SGP requirements, Consultant is expected to promptly implement corrective actions. Coke Florida reserves the right to terminate this Agreement immediately without liability if Consultant cannot demonstrate that it is upholding the SGP requirements.

**16. APPLICABLE LAW AND DISPUTES.**

(a) This Agreement and any SOW, and all matters arising directly or indirectly from this Agreement and any SOW, including tort claims, will be governed by and construed in accordance with the law of the State of Florida without giving effect to the conflicts of laws provisions or principles thereof. For any legal action, suit, claim or other proceeding arising out of or in any way connected with this Agreement, each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts sitting in, or having principal jurisdiction over, Hillsborough County, Florida. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

(b) The parties in good faith will first attempt to settle any controversy or claim arising out of or relating to this Agreement, by confidential non-binding mediation. Either party may institute a mediation proceeding by written request to the other party. Any such mediation proceeding will be conducted in Tampa, Florida in accordance with the then-current American Arbitration Association Arbitration and Mediation Rules and Procedures. Notwithstanding anything to the contrary in this Agreement, either party may seek from any court, in accordance with the Applicable Laws and Disputes section above, any provisional remedy, including, without limitation, injunctive relief, that may be necessary to protect trademarks, copyrights,

patents, confidentiality, non-competition or other rights or property pending the establishment or completion of the mediation proceeding.

**17. NOTICES.** The parties agree that all communications relating to the day-to-day performance of the Services will be exchanged between Coke Florida's and Consultant's representatives on their respective project(s) (as indicated in each purchase order or SOW). However, if any formal or legal notices are permitted or required in this Agreement, then such notices will be in writing and will be deemed duly given when actually received by the recipient specified below. Any such notice may be sent by recognized courier service, mail, or electronic mail and will be addressed to the recipients as set forth below:

To Coke Florida:

Coca-Cola Beverages Florida, LLC  
10117 Princess Palm Avenue, Suite 100  
Tampa, Florida 33610

Attn: Thomas Benford, President and Chief Operating Officer

Email: [tbenford@cocacolaflorida.com](mailto:tbenford@cocacolaflorida.com)

with a copy to: Deborah Pond, Senior Vice President, General Counsel

Email: [dpond@cocacolaflorida.com](mailto:dpond@cocacolaflorida.com)

To Consultant: To person and address listed in Consultant's signature block in the Agreement.

**18. ANTI-BRIBERY.** This Agreement and all SOWs are contingent upon compliance with all Applicable Laws. As such, Consultant agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving Coke Florida, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. The undersigned further warrants that no money paid to Consultant as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of Applicable Laws. All agents or employees of Consultant who will be involved in representing Coke Florida must be identified in writing to Coke Florida and approved before they perform any actions on behalf of Coke Florida. Consultant warrants that none of the agents or employees of Consultant are government officials or close family members of government officials. The undersigned further warrants that no payments will be made by Consultant on behalf of Coke Florida without obtaining prior approval from Coke Florida. At no time shall any payment be made by Consultant or its agents or employees to any undisclosed third party. A written accounting must be kept of all payments made by Consultant or its agents or employees on behalf of Coke Florida, and the accounting must be provided to Coke Florida upon request. Coke Florida reserves the right to audit Consultant's books and records in order to satisfy itself that Consultant is in compliance with the terms of this section. Consultant agrees to provide prompt certification of its continuing compliance with Applicable Laws whenever requested by Coke Florida.

**19. INJUNCTIVE RELIEF** In the event of a Breach or threatened Breach of any provision of this Agreement or any SOW relating to intellectual property or confidentiality, the damages to be suffered by Coke Florida will not be fully compensable in money damages alone. Coke Florida will, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such Breach or threatened Breach without any requirement to post bond as a condition of such relief.

**20. REMEDIES.** Except as otherwise provided herein, no remedy conferred by any of the specific provisions of this Agreement and any SOW to Coke Florida is intended to be exclusive of any other remedy available to Coke Florida. Each and every remedy will be cumulative and in addition to every other remedy given, whether existing at law, in equity, by statute or otherwise. The election of any one or more remedies by Coke Florida will not constitute a waiver of the right to pursue other available remedies.

**21. INSPECTION OF RECORDS.** Consultant agrees that Coke Florida will have the right upon reasonable notice during normal business hours to inspect and audit all records maintained by Consultant in connection with this Agreement and any SOW during the Term and for a period of three (3) years thereafter.

**22. FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform fully where such delay or failure is caused by acts of God, acts of public enemy, natural or other disasters (such as fires, floods, explosions, violent storms, hurricanes, earthquakes, volcanic eruptions, tidal waves, storm tides, floods, and destruction by lightning), epidemic or pandemic diseases and illnesses, declared national or regional emergency, other catastrophic events, civil disturbances, martial law, blockade, embargo, acts of a sovereign nation or any state or political subdivision, or an impediment beyond a party's reasonable control, and renders performance commercially impracticable as defined under the Uniform Commercial Code (but for the avoidance of doubt, not including acts related to Consultant's supply chain, labor issues or shortages, economic hardship or changes in market conditions) (each, a "Force Majeure Event"). In the event of such a failure or delay in performance by Consultant resulting from a Force Majeure Event, Coke Florida may, at its sole discretion, reject any partial or future performance by Consultant upon giving reasonable notice in writing to Consultant, and this Agreement (as

specified by Coke Florida) will thereupon be terminated and neither party will be liable to the other hereunder except as to Services provided up until the date of termination. Whenever any Force Majeure Event delays or prevents full and timely performance or provision of any Services, or threatens to, Consultant will promptly give notice to Coke Florida of such Force Majeure Event and its expected duration, and will take all reasonable steps to recommence performance of its obligations as soon as possible.

**23. SURVIVAL.** Notwithstanding expiration or termination of this Agreement, or completion or termination of any Services performed under this Agreement, the parties hereto shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such expiration, termination or completion, including, without limitation, provisions relating to representations and warranties, indemnification, non-defamation, confidentiality, and Intellectual Property, and use of Coke Florida's name.

**24. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.**

For purposes of the following, contractor means Coke Florida and subcontractor means Consultant: **Contractor and subcontractor shall abide by the then-current requirements of 41 CFR § 60-300.5(a), 60-741.5(a) and 60-1.4(a). These regulations prohibit, inter alia, discrimination against qualified protected veterans, qualified individuals on the basis of disability, and employees and applicants for employment because of race, color, religion, sex, sexual orientation, gender identity, pregnancy, or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

**25. WORK RULES; REMOVAL OF EMPLOYEES AND OTHERS.**

Consultant's employees, agents, contractors, subcontractors, sub-subcontractors, vendors, and suppliers will comply with all regulations and rules of Coke Florida that may be in effect at Coke Florida facilities, including, but not limited to, good manufacturing practices, Coca-Cola operating requirements ("KORE"), passes, badges, confidentiality obligations, smoking, sanitation, health, safety, environmental, security, fire prevention, signs and other rules and regulations set forth elsewhere in this Agreement, an SOW or at the facility. In the event that Consultant's employee, agent, contractor, subcontractor, sub-subcontractor, vendor or supplier is found not to comply with any facility regulations and rules, Coke Florida will notify Consultant of such fact and Consultant shall immediately remove said employee, agent, contractor, subcontractor, sub-subcontractor, vendor or supplier. Consultant will indemnify, defend and hold Coke Florida harmless against any claims arising out of acts or omissions of its employees, agents, contractors, subcontractors, sub-subcontractors, vendors or suppliers performing the Services at or on a Coke Florida facility.

If Consultant's employees, agents, contractors, subcontractors, sub-subcontractors, vendors or suppliers are removed pursuant to this section, Consultant shall provide replacements reasonably acceptable to Coke Florida within five (5) business days of such removal. Coke Florida will be the sole judge as to performance capability. Any replacement employees, agents, contractors, subcontractors, sub-subcontractors, vendors or suppliers will have substantially equivalent or better qualifications than the personnel being replaced. Unless otherwise agreed to in writing by Coke Florida, Consultant shall not remove or replace personnel provided hereunder. There will be no charge to Coke Florida for any replacement provided in accordance with this section while the replacement employees, agents, contractors, subcontractors, sub-subcontractors, vendors or suppliers acquire the necessary orientation, which will not exceed five (5) business days.

Failure by Consultant to comply with the requirements of this section, including the failure to enforce the requirements on its employees, agents, contractors,

subcontractors, sub-subcontractors, vendors and suppliers, shall be considered a material breach of this Agreement and cause for temporary termination of performance, work stoppage, removal of personnel from Coke Florida's facility and/or the project, and/or termination of this Agreement by Coke Florida.

**26. MISCELLANEOUS**

(a) Consultant understands that prompt performance of all the Services is required by Coke Florida in order to meet its schedules and commitments. Time is of the essence with respect to completion and/or fulfillment of this Agreement and each SOW.

(b) In the event Consultant or a Contractor fails to perform when due any Service required by this Agreement or any SOW, or Coke Florida in good faith has any other reason to question Consultant's or a Contractor's intent or ability to perform, Coke Florida may, at its sole election, demand adequate assurance of performance, including that Consultant furnish a performance bond or letter of credit, conditioned to indemnify Coke Florida for any loss Coke Florida may sustain by failure of Consultant or a Contractor to perform its obligations. In the event Consultant fails to comply with such demand within ten (10) business days thereafter, Coke Florida may treat this failure as a Breach of this Agreement and the SOW.

(c) This Agreement and each SOW will inure to the benefit of, and will be binding upon, Coke Florida and its successors and assigns. Consultant may not assign, delegate, or otherwise transfer this Agreement, any SOW or any interest therein, whether in whole or in part, including by merger, operation of law or change of control, without the express prior written consent of Coke Florida, and any such purported assignment, delegation or transfer will be void.

(d) This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. Any and all exhibits, schedules and attachments referred to in this Agreement are hereby incorporated herein by reference and are made a part hereof as if they were included in the text of this Agreement.

(e) The parties may amend or modify this Agreement and each SOW only by separate written instrument signed by each of the parties.

(f) Failure by either party to enforce a provision of this Agreement or any SOW will not constitute a waiver of that or any other provision of this Agreement or any SOW. Any waiver of any provision of this Agreement or any SOW will only be effective if signed by the waiving party.

(g) The invalidity or unenforceability of any provision of this Agreement or SOW will not affect the validity or enforceability of any other provision of this Agreement and any other provision of the SOW.

(h) The titles and captions contained in this Agreement and each SOW are inserted for reference as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or any SOW or the intent of any provision hereof.

(i) Each party shall designate one or more of its personnel to act as its business representative in dealing with the other party hereunder. However, Consultant acknowledges and agrees that such designated personnel of Coke Florida is not authorized to: (a) execute or sign agreements, contracts, amendments or other documents on behalf of Coke Florida (other than delivery acknowledgements or other similar documents in the normal daily course of business operations), (b) agree to anything contrary to the terms and conditions of this Agreement, an SOW, purchase order and/or other written agreement executed between the parties, or (c) make any agreements pertaining to indemnification and/or liability and/or that otherwise bind Coke Florida to any obligations to Consultant and/or third parties.

(j) The Agreement may be signed by facsimile or electronically submitted signatures and in counterparts, all of which will be deemed originals and sufficient to legally bind the parties hereto.