

STANDARD TERMS AND CONDITIONS

Waste Services

1. **Definitions.** All capitalized terms in the Agreement have the meanings given to them in the Agreement or in these Standard Terms and Conditions.

a. “Applicable Laws” shall mean all applicable laws, rules, regulations, guidelines, ordinances, codes and administrative requirements promulgated by relevant Competent Authorities and/or other governmental or regulatory authority that may apply to the development, manufacturing, marketing, import/export, sale, use and/or distribution of the Services or Equipment, the Supplier’s business and operations, the performance of either party’s obligations hereunder, and/or the parties’ relationship hereunder.

b. “Competent Authorities” shall mean the applicable federal, state and local departments, entities or organizations responsible for the regulation of the development, manufacture, marketing, import/export, sale and/or distribution of the Services or Equipment, the Supplier’s business and operations, the performance of either party’s obligations hereunder and/or the parties’ relationship hereunder.

c. “Confidential Information” shall mean all data and information submitted to Supplier by Coke Florida or processed, developed, amended, modified or enhanced by Supplier on Coke Florida’s behalf in connection with the Equipment and/or Services.

d. “Hazardous Waste” shall mean hazardous waste and toxic or radioactive substances as such terms are defined by Applicable Laws.

e. “Non-Conforming Waste” shall mean waste materials, which are not in accordance with the representations, warranties, descriptions, specifications, or limitations set forth in this Agreement, or a profile sheet.

f. “Solid Waste” shall mean garbage, refuse and rubbish generated by or accumulated at Coke Florida locations, specifically excluding Special Waste and Hazardous Waste.

g. “Special Waste” shall mean the following: all treated or de-characterized (formerly hazardous) wastes, polychlorinated biphenyl, “PCB” wastes, industrial process wastes, asbestos containing material, chemical containing equipment, demolition debris, incinerator ash, medical wastes, off-specification chemicals, sludge, spill clean-up wastes, underground storage tank soils, and wastes from service industries.

h. “Trademark-Bearing Waste” shall mean all packaging, labeling, bottles, cans, cartons, aseptic drink boxes, closures, crowns, wraps, printing plates, premiums, promotional materials and/or other articles of any kind whatsoever which is part of the Waste Materials, and that bear any writing or other marking(s) identifying various beverage trademarks, including but not limited to the trademarks of The Coca-Cola Company (“TCCC”), Coke Florida and any of the Coke Florida Affiliates (“Trademarks”).

i. “Waste Material” shall mean any Solid Waste, Special Waste, Non-Conforming Waste, and/or Trademark-Bearing Waste tendered to Supplier by Coke Florida hereunder.

2. **Coke Florida Affiliates.** Coke Florida’s parent, subsidiary and affiliate companies (“Coke Florida Affiliates”) may utilize Supplier and purchase Services from Supplier pursuant to this Agreement by entering into an SOW with Supplier. Any Services or other use of Supplier by a Coke Florida Affiliate will constitute a separate relationship between the Coke Florida Affiliate and Supplier, and Supplier will only look to the Coke Florida Affiliate with respect to such separate relationship. Each of Coke Florida Affiliate and Coke Florida will not be liable for the others’ actions or inactions taken pursuant to this Agreement. All rights and obligations of Coke Florida hereunder apply to any Coke Florida Affiliate that utilizes Supplier and purchases Services from Supplier covered by this Agreement. Regardless whether or not this Agreement is specifically referenced in an SOW entered into between a Coke Florida Affiliate and Supplier, and regardless whether or not an SOW is used by a Coke Florida Affiliate to order Services hereunder, any goods, deliverables and/or services provided by Supplier to a Coke Florida Affiliate during the Term of this Agreement will be deemed Services performed under this Agreement and subject to the terms and conditions of this Agreement.

3. **Services.** Upon Coke Florida’s request, Supplier will provide the following Services to Coke Florida pursuant to the terms of the Agreement and any applicable SOW:

a. **Solid Waste:** Supplier will pick-up, handle, transport, collect, dispose of, recycle and/or destroy Solid Waste Services.

b. **Special Waste:** Special Waste collection, transportation and disposal services. For each shipment of Special Waste, Coke Florida will provide a written waste manifest to Supplier which will provide information on the type(s), quantity, and toxic and/or hazardous characteristics of the Special Waste involved. Coke Florida will provide Supplier with a profile sheet, describing the Special Waste. For each shipment of Special Waste, Supplier will provide a written receipt to Coke Florida which will indicate that Supplier has received the Special Waste in question and Coke Florida’s written manifest.

c. **Non-Conforming Waste:** With respect to Non-Conforming Waste, the parties agree to negotiate in good faith in an effort to mutually agree on the proper disposition of such Non-Conforming Waste in an applicable SOW. Supplier will use its best efforts to accommodate Coke Florida and perform requested Services under the terms and conditions of this Agreement and an applicable SOW regarding any Non-Conforming Waste, to the extent doing so does not present any risk to Supplier or others, and to the extent doing so is not in violation of Applicable Laws, or permit requirements or restrictions; and

d. **Trademark-Bearing Waste:** Supplier will pick-up, handle, collect, transport, dispose of, recycle, and/or destroy of any Trademark-Bearing Waste in accordance with Exhibit A to these Standard Terms and Conditions, attached hereto and incorporated herein by reference. Supplier and its employees and agents will not sell, barter, or otherwise transfer, ship or give possession of any Trademark-Bearing Waste to any third-party who is not authorized by Coke Florida in writing to possess and/or use the Trademark-Bearing Waste, except where any such transfer is for the purpose of disposing of, recycling, and/or destroying such Trademark-Bearing Waste.

4. **Equipment.** Supplier will provide and thereafter maintain new, or re-habilitated to look like new, containers and equipment for all systems and/or Services provided by Supplier, including compactors (if required), front and rear end loaders, and trash-related signage (collectively, “Equipment”).

5. **Transfer of Title.** Subject to this Agreement and any required limitations contained in Applicable Laws, all title to Waste Material will pass from Coke Florida and vest in Supplier when such Waste Material is loaded onto vehicles or other Equipment provided by Supplier or its agents for purposes of transporting such Waste Material and performing the Services hereunder.

6. **Modification to Services.** Coke Florida will have the right, in its sole discretion, to modify or change the Services or any Equipment at any of the Coke Florida locations listed in an SOW. Coke Florida will notify Supplier in writing of any such modifications. Corresponding disposal fees associated with such modifications for any Coke Florida locations will be negotiated and agreed upon by the parties in writing in an applicable amendment to this Agreement and/or the applicable SOW.

7. **Agreement Precedence.** If the terms of this Agreement conflict with any specific provisions of any SOW, the terms of the SOW will control for purposes of that SOW only and only with respect to the conflicting term. Coke Florida objects to, and will not bound by, any provisions in Supplier’s order acknowledgement or other order acceptance forms, electronic or otherwise, including counter-offers or invoices, including any online terms and conditions referenced in any such documents or in a website, which propose any terms or conditions in addition to, or differing from, the terms and conditions of this Agreement or any SOW, and any such attempted modification by Supplier to this Agreement or SOW will have no force or effect. If any provision of this Agreement or any SOW conflicts with any proposal, order, purchase order, schedule or other similar document submitted by Coke Florida to Supplier, the provisions of this Agreement and the SOW will control. Regardless of whether or not this Agreement is specifically referenced in a SOW or any other document, and regardless as to whether an SOW is used to document Equipment and/or Services provided hereunder, any equipment or services provided by Supplier to Coke Florida will be deemed Equipment and Services provided and performed under this Agreement and subject to the terms and conditions of this Agreement.

8. **Taxes.** Unless otherwise required by law, Supplier will pay all taxes, excise charges, fees or other charges, other than applicable sales tax, which may be required by Applicable Law or levied by any Competent Authority because of the sale, transportation or delivery or use of the Services provided to Coke Florida hereunder.

9. **Most Favored Pricing.** Supplier agrees that, during the Term, the net prices for the Services and Equipment, taking into consideration price, discounts, allowances, rebates and other terms or other incentives, will be as favorable as, or better than, the prices of the Services and Equipment, or any comparable substitute for the Services and Equipment, being sold by Supplier to any other customer of Supplier. Supplier agrees that if at any time during the pendency of this Agreement lower net prices are quoted under similar conditions as set forth above, said lower net prices will be substituted for the prices in this Agreement and/or applicable SOW. Supplier agrees that any price reductions made in the Equipment or Services covered by this Agreement or any SOW subsequent to its acceptance but prior to payment thereof will be applicable to this Agreement and any SOW.

10. **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 Supplier, after Coke Florida’s receipt of an undisputed invoice from Supplier, is contingent upon Coke Florida having issued a valid purchase order and SOW, where required by Coke Florida, for the goods and/or 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 Supplier’s delivery of all goods and completion of all Services under a purchase order or SOW to the satisfaction of Coke Florida, Supplier 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 goods and 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.

11. **Right of Setoff.** Coke Florida may, in its sole discretion, choose to set off from any amounts owed to Supplier, under this Agreement, any SOW, or otherwise, any amounts properly due and payable from Coke Florida to Supplier.

12. **Default and Termination.** The breach by Supplier of any representation, warranty, covenant or other obligation of this Agreement and/or of an SOW will be deemed a breach of this Agreement and the applicable SOW (a “Breach”). This Agreement, any SOW and/or any

portion of Services may be terminated by Coke Florida: (a) upon any Breach that is not cured within ten (10) days after Supplier's receipt of written notice of such Breach, or (b) without cause or reason by thirty (30) days' written notice to Supplier. In the event a Breach by Supplier, by its nature, is not reasonably capable of cure, Coke Florida may terminate this Agreement, any SOW and/or any portion of Services immediately upon written notice to Supplier. This Agreement, any SOW and/or any portion of Services may be terminated by either party immediately upon written notice if the other party will have made an assignment for the benefit of creditors, filed a petition in bankruptcy, or is adjudged insolvent or bankrupt; a receiver or trustee is appointed with respect to a substantial part of the other party's property; or a proceeding is commenced against the other party that is likely to substantially impair its ability to perform its obligations hereunder. Any right to terminate this Agreement and any SOW pursuant to this Section will be in addition to, and not in lieu of, any rights that such terminating party may have at law or in equity.

13. **Supplier Representations and Warranties.** Supplier represents and warrants that: (a) the Services supplied hereunder will be performed in a professional and workmanlike manner; (b) the Services and Equipment will be fit and proper for Coke Florida's particular purposes, to the extent made known to Supplier; (c) the Services and Equipment provided hereunder will conform in every respect to this Agreement and SOW; (d) the Services, Equipment, and Supplier will all comply with all Applicable Laws; (e) Supplier has the experience and ability in the fields and disciplines necessary to perform the Services; (f) Supplier will take all appropriate measures to verify that every employee and agent of Supplier that will perform the Services is legally eligible to work in the U.S., including executing and maintaining a federal Form I-9 for all employees and agents performing the Services, such Form I-9 to be made available to Coke Florida upon request; (g) the facilities and Equipment used by Supplier or its agents to perform the Services and/or to transport, store, treat, recycle, incinerate, and/or dispose of any Waste Material will be properly licensed and permitted pursuant to all Applicable Laws; (h) Supplier will only use appropriately permitted facilities for the disposal of Coke Florida's Waste Materials hereunder; and (i) Supplier will promptly notify Coke Florida in writing if: (1) Supplier is served with any notice of violation of law, regulation, or permit relating to the Services performed hereunder or any Waste Material handled, collected, transported, stored, treated, recycled, incinerated or disposed of under this Agreement and/or SOW, or any facility or Equipment used for the handling, collection, transport, storage, treatment, recycling, incineration, or disposal of any Waste Material under this Agreement and/or SOW where such notice of violation or matters relating thereto may impact Supplier's ability to perform this Agreement and/or any SOW; (2) judicial or administrative action is taken which may lead to revocation, cancellation, or modification of any permit or license necessary to perform the Services; (3) any permit or license necessary to perform the Services is revoked, canceled or terminated; (4) Supplier becomes aware that any facility or Equipment used to perform the Services and/or to transport, store, treat, recycle, incinerate, or dispose of any Waste Material is not in compliance with all Applicable Laws relating to the public health, the environment, and/or worker health and safety (the "Supplier Warranty"). Supplier will further pass through to Coke Florida all manufacturers' and other warranties on the goods and Services provided to Coke Florida. All such warranties, and any warranties set forth in an SOW, will be in addition to, and not in lieu of, the warranties set forth in this Agreement. The Supplier Warranty will inure to the benefit of Coke Florida, its customers and any subsequent owners or users of the Services and Equipment covered hereunder, or the end products of which they are a part. No warranty implied in connection with performance of the Services may be disclaimed by Supplier.

14. **Indemnification.** Supplier hereby agrees to, at its own cost and expense, defend, indemnify and hold harmless Coke Florida and its affiliates, subsidiaries and parent companies, and each of their officers, directors, employees, representatives, agents, successors and assigns from and against any damages, claims, lawsuits, actions, demands, losses, liabilities or expenses of any kind, including, but not limited to, reasonable attorneys' fees and disbursements, arising directly or indirectly out of or resulting from (i) any Breach or alleged Breach of this Agreement and/or any SOW by Supplier, its agents, affiliates, subsidiaries, employees, officers or directors, including a Breach of the Supplier Warranty; (ii) the negligence or willful misconduct of Supplier, its agents, affiliates, subsidiaries, employees, officers or directors; or (iii) by reason of the conduct or operation of Supplier's business.

15. **COVID-19 Waiver and Indemnity.** Supplier agrees that it is solely responsible for the safety and actions of its and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "Supplier 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"). Supplier agrees to, and agrees to cause Supplier 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, Supplier recognizes that Supplier 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, Supplier, for itself and on behalf of Supplier 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 Supplier's or Supplier 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. Supplier 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 Supplier 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 Supplier's or Supplier 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.

16. **LIMITATION OF LIABILITY.** IN NO EVENT WILL COKE FLORIDA BE LIABLE TO THE SUPPLIER FOR LOSS OF PROFITS OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES, ARISING OUT OF ANY CAUSE OF ACTION OR CLAIM, INCLUDING BUT NOT LIMITED TO BREACH OR TERMINATION OF THIS AGREEMENT AND/OR ANSOW.

17. **Intellectual Property.** Supplier warrants that the Equipment and Services supplied hereunder, and subsequent use of the Services by Coke Florida, if any, do not infringe any patent, copyright or other intellectual property rights of any third-party. Upon becoming aware of any claim or suit in which any such infringement is alleged, the party that is aware will promptly notify the other party. Supplier will be permitted to control the defense and settlement of any such allegation of infringement and Coke Florida will provide Supplier with such reasonable assistance in the response and prosecution of any defense as Supplier may reasonably request, at Supplier's sole expense. If Equipment and/or Services are deemed to infringe any patent, copyright or other intellectual property rights of a third-party, Supplier will, at its own expense, procure for Coke Florida the right to continue using and possessing such Equipment and/or Services. If Supplier enters into any settlement or compromise of an allegation of infringement that would materially impair the rights or increase the costs of Coke Florida to use the Equipment and/or Services as contemplated hereunder, Coke Florida will have the right to terminate this Agreement and any SOW without any liability or obligation to Supplier.

18. **Ownership of Intellectual Property; Trademarks.** Coke Florida and Supplier will each maintain ownership of their own pre-existing intellectual property. All intellectual property (patents, trade secrets, copyrights, Trademarks and/or know how) developed by Supplier in connection with this Agreement and any SOW will be owned solely by Coke Florida, including all intellectual property associated with products, materials, processes or services developed, their composition, the process for their manufacture, and any applications for such products, materials or processes.

19. **Transition Assistance.** For Coke Florida locations listed in an applicable SOW for Services, Supplier, in coordination with Coke Florida, will be responsible for effectively managing and replacing incumbent waste services providers at each of these Coke Florida locations, unless such location is already serviced by Supplier. Supplier will also be responsible for providing reasonable assistance and cooperation regarding transition of a location to an alternative supplier upon any cessation of Services to such location, or otherwise upon termination or expiration of this Agreement and any SOW.

20. **Health and Safety Communications.** If applicable, Supplier will furnish to Coke Florida all material safety data sheets (MSDS) which contain health, safety and other hazard communication information consistent with the standards and requirements of the Occupational Safety and Health Administration or any other Competent Authorities in connection with the Services and the Equipment and/or materials required or used by Supplier to perform Services pursuant to this Agreement and any SOW.

21. **Right of Inspection; Rejection.** Supplier agrees that Coke Florida will have the right, upon reasonable notice, during normal business hours to inspect and audit all records maintained by Supplier in connection with this Agreement and any SOW during the Term and for a period of three (3) years thereafter. During the Term, Coke Florida or its agents shall have the right, without prior notice to Supplier during normal business hours, to inspect the following: any facility or Equipment of Supplier or its agents used to perform any Services under this Agreement and any SOW, or to transport, store, treat, recycle, incinerate, or dispose of any Waste Material.

All Equipment and Services are subject to inspection and rejection by Coke Florida at any time, notwithstanding any prior payment or inspection. Equipment or Services may at any time be rejected for defects or defaults revealed by inspection or analysis or use after delivery even though such Equipment or Services may have previously been inspected and accepted. Without limiting any of the rights it may have, Coke Florida, in its sole discretion, may require Supplier, at Supplier's expense, to (i) promptly repair or replace any or all rejected Equipment, or to cure or re-perform any or all rejected Services, or (ii) refund the price of any or all rejected Equipment or Services, or Coke Florida may purchase replacement Equipment or Services from another supplier, and Supplier will pay to Coke Florida within ten (10) days thereafter any costs incurred by Coke Florida in obtaining such replacement Equipment or Services. All such rejected Equipment will be held by Coke Florida awaiting Supplier's prompt instruction for pick-up by Supplier and at Supplier's risk. Nothing contained herein will relieve in any way Supplier from the obligation of testing, inspection and quality control.

22. **Confidentiality.** Supplier acknowledges that this Agreement and each SOW creates a confidential relationship between Supplier and Coke Florida. Supplier acknowledges that during the Term of this Agreement it may be entrusted with certain Confidential Information of Coke Florida that should reasonably be understood by Supplier due to legends or other markings, the circumstances of disclosure or the nature of the information itself to be Coke Florida's proprietary and Confidential Information and agrees that it will use reasonable care to protect the confidentiality thereof, using at least the same measures it would use to protect its own similar information, and, for the Term and a period of three (3) years after expiration or termination of this Agreement, will not (a) use such Confidential Information for any purpose except the performance of this Agreement and an SOW, or (b) disclose any such Confidential Information to any person (except employees or agents on a need-to-know basis where such persons agree in writing to comply with these obligations of confidentiality), unless such disclosure is authorized in writing by Coke Florida, or (c) disclose any such Confidential Information required by a court or judicial order without first informing Coke Florida and cooperating with Coke Florida if it wishes to contest such disclosure. 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.

The obligations under this Section do not apply to information that (i) was in Supplier's possession without confidentiality restriction prior to disclosure; (ii) was generally known in

Supplier's trade or business at the time of disclosure, or becomes so generally known after such disclosure, through no act of Supplier; (iii) has come into Supplier's possession rightfully from a third-party without obligation of confidentiality; or (iv) was developed by Supplier independently of and without reference to Confidential Information. Coke Florida may share this Agreement and any SOW in its entirety with any present or future company that, directly or indirectly, controls, or is controlled by, or is under common control with Coke Florida. For purposes of this subsection, "control" means (i) the legal or beneficial ownership of fifty percent (50%) or more of the applicable ownership structure of the entity, or (ii) the power to exercise a controlling influence over the management or policies of a legal entity.

23. **Independent Contractor/Subcontractors.** Supplier is an independent contractor and not an agent, representative or joint venture partner of Coke Florida. Supplier and its employees and agents are neither employees of Coke Florida for any purpose nor eligible for participation in any benefit plan available to employees of Coke Florida, and Supplier will not hold itself out as, or give any person reason to believe that Supplier is, an agent or employee or otherwise under the control of Coke Florida. Supplier may not enter into any contract or commitment for Coke Florida and will be solely responsible for its own employees and for making all payments to and for its employees and subcontractors, including those required by Applicable Law. Coke Florida will not be liable for any debts or liabilities of Supplier. To the extent that Supplier uses a subcontractor for the performance of certain Services under this Agreement or under any SOW, Supplier agrees to be responsible to Coke Florida for the subcontractor's actions to the same extent as if Supplier itself performed the Services pursuant to the terms herein.

24. **Access to Coke Florida Premises.** Coke Florida grants to Supplier, its agents and employees, during the Term of this Agreement, reasonable access to Coke Florida's premises for the sole purpose of fulfilling its obligations under this Agreement and any SOW.

25. **Safety Requirements.** Supplier will be liable and responsible for all Waste Material handled, collected, transported, stored, treated, recycled, incinerated or disposed of at or through a Supplier facility. Supplier and Coke Florida place the highest importance and priority upon the health and safety of their respective employees, agents and contractors. Supplier will take all reasonable and necessary precautions for the safety of their respective employees, waste contractors, and agents who assist in the performance of this Agreement and each SOW. Supplier will exercise caution at all times so as not to cause injury to others including Coke Florida's employees, contractors and/or pedestrians or damage to property, equipment and/or vehicles. Supplier's collection trucks are to be equipped with backup warning alarm. Property damage resulting from Supplier's collection operations must be reported to the appropriate Coke Florida location Plant Manager and Coke Florida's Manager of Risk Management immediately.

26. **Work Rules.** Supplier's employees, agents, contractors, subcontractors, sub-subcontractors, vendors, and suppliers will comply with all Coke Florida's regulations and rules which may be in effect at the applicable facilities regarding, and 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, any SOW, or at the facility. In the event that Supplier'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 Supplier of such fact and Supplier will immediately remove said employee, agent, contractor, subcontractor, sub-subcontractor, vendor, or supplier. Supplier will indemnify and hold Coke Florida harmless against any claims arising out of acts of its employees, agents, contractors, subcontractors, sub-subcontractors, vendors, or suppliers performing Services at or on Coke Florida facility.

If Supplier's employees, agents, contractors, subcontractors, sub-subcontractors, vendors or suppliers are removed pursuant to this section, Supplier 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, Supplier 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 Supplier 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.

27. **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 Supplier'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 Supplier resulting from a Force Majeure Event, Coke Florida may, at its sole discretion, reject any partial or future performance by Supplier upon giving reasonable notice in writing to Supplier, 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 Goods or Services, or threatens to, Supplier 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.

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

29. **Insurance.**

a. Supplier 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, Supplier 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 Supplier employees, contractors, subcontractors, sub-subcontractors, vendors and suppliers who Supplier 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 Supplier 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 Supplier will be responsible for the Workers' Compensation benefits due such injured individual;

iii. **Commercial Automobile Liability Insurance:** If an automobile is used by Supplier 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 Supplier'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 Supplier'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 Supplier 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 Supplier is hosting or storing any of Coke Florida's data or providing custom code or a web application Services for Coke Florida, or if Supplier 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 Supplier 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 Supplier, 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 Supplier'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 Supplier's performance of its obligation under this Agreement;

viii. *Property Insurance*: If Supplier 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 Supplier, and includes Coke Florida as a loss payee;

ix. *Employment Practices Liability, including Third Party Liability Insurance*: If Supplier 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 Supplier 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 Supplier, 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 Services. If Supplier 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 Supplier 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 Supplier 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 Supplier, 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 Supplier 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 and Coke Florida Affiliates, and each of their members, managers, directors, officers, employees, partners, customers and agents, will be included as an "Additional Insured" on Supplier's Commercial General Liability and Commercial Auto Liability policies listed above, and, if applicable, will be included as a "Loss Payee" on Supplier'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), Supplier 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 Supplier or any agents or contractors, subcontractors, sub-subcontractors, vendors or suppliers from providing 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. Supplier will provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

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

h. Supplier, 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. Supplier 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 Supplier's obligation to provide the insurance specified.

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

30. *Supplier Guiding Principles*. Supplier 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. Coke

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

31. *Code of Business Conduct*. Supplier will comply, and will ensure compliance by its employees and subcontractors performing Services, with Coke Florida's Code of Business Conduct for Suppliers, a copy of which may be found at <https://cocacolafloida.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.

32. *Anti-Bribery*. This Agreement and all SOWs are contingent upon Supplier's compliance with all Applicable Laws. As such, Supplier agrees that it will not, in connection with transactions contemplated in this Agreement or in any SOW, 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. Supplier further warrants that no money paid to Supplier as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of Applicable Laws. Supplier agrees to provide prompt certification of its continuing compliance with Applicable Laws whenever requested by Coke Florida. A written accounting must be kept of all payments made by Supplier 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 Supplier's books and records in order to satisfy itself that Supplier is in compliance with the terms of this Section.

33. *Equal Employment Opportunity/Affirmative Action*. For purposes of the following, "contractor" means Coke Florida and "subcontractor" means Supplier: **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.**

34. *Non-Waiver; Amendment*. Coke Florida will not, by any act, delay, omission, failure to object to any terms that now or in the future appear in any form or other communication from Supplier or otherwise, be deemed to have waived any of the rights or remedies under this Agreement and any SOW nor be deemed to have accepted any such terms, and no waiver whatsoever will be valid as against Coke Florida unless in writing, signed by an authorized representative of Coke Florida, and then only to the extent set forth therein. Coke Florida's waiver of any right, remedy or Breach of any of the terms, conditions or provisions of this Agreement or any SOW, or any failure to enforce the same, on any one occasion will not be construed as a waiver of any right or remedy that Coke Florida would otherwise have on a future occasion and will not in any way affect, limit or waive Coke Florida's right to thereafter enforce or compel strict compliance to that or any other term, provision or condition hereof.

35. *Notices*. The parties agree that all communications relating to the day-to-day provision of the goods and Services will be exchanged between Coke Florida's and Supplier'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 or an SOW, 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:

if to Coke Florida:

Coca-Cola Beverages Florida, LLC
10117 Princess Palm Avenue
Suite 100
Tampa, FL 33610
Attention: Thomas Benford, President and Chief Operating Officer
Email: tbenford@cocacolafloida.com
with a copy to:
Attention: Deborah Pond, Senior Vice President, General Counsel
at the address above
Email: dpond@cocacolafloida.com

if to Supplier: To the person and address listed below Supplier's signature block in this Agreement.

36. *Assignment and Delegation*.

a. This Agreement, any SOW, any part thereof, and Supplier's rights and obligations hereunder may not be assigned, subcontracted or otherwise transferred by Supplier, voluntarily, by operation of law or otherwise, even with a majority of the stock or assets of Supplier, a merger, regardless of whether Supplier is the surviving entity, or some other form of change of control, without the prior written consent of Coke Florida, and any such assignment, delegation or transfer attempted without such consent will be null and void and of no force or effect whatsoever. Any consent by Coke Florida to assignment will not be deemed to waive Coke Florida's right to recoupment and/or set off of claims arising out of this or any other transactions with Supplier, its divisions, affiliates or subsidiaries, or to settle or adjust matters with Supplier without notice to permitted successors and assigns. Supplier has no authority to bind Coke Florida to any obligation to third parties.

b. Subject to the Supplier Warranty, the terms and conditions of this Agreement and any SOW will be binding upon and inure to the sole benefit of the parties hereto and their respective successors, permitted assignees and legal representatives and are not intended, nor will be construed, to give any person or entity, other than the parties hereto and their respective successors, permitted assignees and legal representatives, any legal or equitable right, remedy or claim hereunder.

37. *Survival*. The provisions of Sections 2, 5, 7, 8, 13-18, 20-23, 25, 27, 29-36, and 38-47, and any additional provisions which by law or by their nature, sense and context should survive, will survive any cancellation, termination or expiration of this Agreement.

38. Governing Law; Jurisdiction; Venue. This Agreement, each SOW, and any dispute arising out of or relating to this Agreement and/or any SOW will be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law rules. If there is a dispute between Coke Florida and Supplier relating in any way to the Agreement, a Breach, or the business relationship of the parties, the parties agree that they will make a good faith effort to settle the dispute in an amicable manner. In the event of any dispute arising out of or relating to this Agreement and/or an SOW, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs and expenses of litigation. If litigation is pursued, the exclusive venue for such litigation will be in the federal or state courts located in Tampa, Florida, and the parties agree to submit to the personal jurisdiction of the courts in the State of Florida. Any disputes by Supplier arising out of this Agreement and/or any SOW must be raised within one (1) year after the end of the Term.

39. Mediation. The parties in good faith will first attempt to settle any controversy or claim arising out of or relating to this Agreement and/or any SOW, 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 the Tampa, Florida metropolitan area in accordance with the then current American Arbitration Association Arbitration and Mediation Rules and Procedures. Notwithstanding anything in this Agreement to the contrary, either party may seek from any court, in accordance with the above section establishing the governing law, 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.

40. Remedies. Except as otherwise provided herein, no remedy conferred by any of the specific provisions of this Agreement 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.

41. Captions; Electronic. The captions, headings and arrangements used in this Agreement and each SOW are for convenience only and do not in any way affect, limit or amplify the provisions hereof. To the extent permitted by Applicable Law, signature exchanged by facsimile or other electronic means will be considered to have the same binding legal effect as an original signature.

42. Severability. If any term or provision of this Agreement or SOW is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement or the SOW, but such term or provision will be

ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of such terms or provision or the remaining provisions of this Agreement or the SOW. In such case, this Agreement or the SOW will be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein, unless the deletion of such term or provision would result in such a material change as to cause performance by a party to be unreasonable.

43. Publicity. Supplier will not issue any advertising, publicity, press release, public notification or otherwise, that uses, names, depicts or references Coke Florida or any Coke Florida or TCCC affiliated brands or Trademarks without the prior written consent of Coke Florida. Supplier will not use any Coke Florida or TCCC affiliated Trademarks in any way without the prior written consent of Coke Florida.

44. Non-Defamation. Coke Florida may, at its option, deem Supplier to be in material breach of this Agreement and immediately terminate this Agreement if Supplier 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.

45. Authorization; Party Representatives. Coke Florida and Supplier each represent that (i) they each have full authority to enter into and perform this Agreement, and (ii) the individuals executing this Agreement on behalf of each party have the full and complete authority to do so. Each party shall designate one or more of its personnel to act as its business representative in dealing with the other party hereunder. However, Supplier 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 Supplier and/or third parties.

46. Time is of the Essence. Time is of the essence with respect to the performance of Supplier's obligations hereunder in accordance with the terms and conditions set forth in this Agreement and any SOW.

47. Counterparts. This Agreement and each SOW may be executed in one or more counterparts, each of which will be deemed an original, and all of such counterparts, taken together, will constitute one and the same instrument.

Exhibit A to Standard Terms and Conditions
REQUIREMENTS REGARDING TRADEMARK-BEARING WASTE

Supplier's Duties Regarding Trademark-Bearing Articles. As a material consideration for Coke Florida agreeing to continue its business relationship with Supplier, Supplier agrees to comply with the following requirements regarding Trademark-Bearing Waste:

1. Supplier shall develop, implement, and maintain practices, procedures, and safeguards regarding the pickup, handling, transport, disposal, recycling, and/or destruction of all Trademark-Bearing Waste to ensure that such Trademark-Bearing Waste are properly disposed of, recycled and/or destroyed, and to further ensure that no unauthorized third party obtains possession and/or use of the Trademark-Bearing Waste. Such practices, procedures, and safeguards shall be acceptable to Coke Florida, in its sole discretion. Supplier shall provide Coke Florida, upon request, with written evidence of such practices, procedures, and safeguards and their implementation by Supplier. In addition, Supplier shall take reasonable action to ensure that its employees, contractors and/or agents comply with the above practices, procedures and safeguards.
2. Supplier shall fully comply with all applicable federal, state, and local laws and regulations regarding the pickup, handling, transport, disposal, recycling, and/or destruction of any Trademark-Bearing Waste.
3. Supplier and its employees, contractors, and/or agents shall not sell, barter, or otherwise transfer ownership or possession of any Trademark-Bearing Waste to any third party who is not authorized by Coke Florida to possess and/or use the Trademark-Bearing Waste, except where any such transfer is for the purpose of disposing of, recycling, and/or destroying such Trademark-Bearing Waste and there is written proof of such disposal, recycling, and/or destruction.

Inspection Rights. Coke Florida shall have the right, during normal business hours and after reasonable prior notice to Supplier, to enter premises owned and/or operated by Supplier or its contractors or agents for the purpose of verifying

compliance with the requirements hereunder. Such right of inspection by Coke Florida shall include the right to review relevant records of Supplier or its contractors or agents.

Indemnification. Supplier agrees to fully indemnify, defend and hold harmless Coke Florida and its officers, employees, former employees, directors, shareholders, affiliates, subsidiaries, contractors, and/or agents against any and all liability, loss, damages, costs, expenses, suits, claims and/or demands of any kind whatsoever, including reasonable attorneys' fees, arising or resulting from any breach by Supplier or its employees, contractors or agents of these requirements, or any negligence or willful misconduct on the part of Supplier or its employees, contractors or agents regarding the pickup, handling, transport, disposal, recycling, and/or destruction of any Trademark-Bearing Waste.

Ownership of the Trademarks. Supplier expressly recognizes that TCCC is the exclusive owner of its Trademarks and that Coke Florida is a licensee of TCCC's Trademarks; Supplier further expressly recognizes that Coke Florida is the exclusive owner of its Trademarks. Nothing contained herein shall be construed to grant any right or interest in the Trademarks to Supplier or any other party.

Term and Termination. These requirements shall be effective and remain in force for so long as the business relationship between Coke Florida and Supplier exists or as long as Supplier holds, handles, transports, disposes of, recycles, destroys and/or performs any other service for Coke Florida regarding any Trademark-Bearing Waste as a result of such relationship, whichever is later. If Supplier and/or its employees, contractors or agents breach any of the requirements set forth above, Coke Florida shall have the right to unilaterally terminate part or all of its business relationship with Supplier, including all written contracts and other agreements, without prior notice; and to pursue such other rights and remedies as Coke Florida may be entitled to under law or in equity.

Survival. This Exhibit A to the Standard Terms and Conditions will survive any cancellation, expiration or termination of the Agreement.