

STANDARD TERMS AND CONDITIONS

1. Definitions.

- (a) The term “Goods” refers to all materials, supplies, equipment, parts, software, hardware, accessories, ingredients and other items to be sold or leased to, or developed, managed or modified for, Coca-Cola Beverages Florida, LLC (“Buyer”), and unless the context otherwise requires, will also include installation and other services related to the Goods that Supplier may agree to provide.
- (b) The term “Services” refers to all services of any nature whatsoever ordered or required by Buyer hereunder.

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 Supplier, after Buyer’s receipt of an undisputed invoice from Supplier, and is contingent upon Buyer having issued a valid purchase order and SOW, where required by Buyer, 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 Buyer. Payment of any invoice will not be construed to limit Buyer’s right of inspection, set-off or any other right. All invoices will reflect the applicable purchase order or SOW. In the event Buyer disputes any portion of an invoice, Buyer 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 Buyer, Supplier will submit an invoice to Buyer for the actual fees and approved expenses incurred for the Goods and Services provided. Invoices will be in a form acceptable to Buyer and will be accompanied by such supporting data as may be reasonably required by Buyer 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 Buyer 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 Buyer as stipulated in a particular SOW and must receive Buyer’s prior written approval prior to being incurred. Supplier agrees to abide by Buyer’s Travel and Entertainment Policy, a current version of which may be found at www.coccolafloida.com/CokeFloridaT&EPolicy, which is subject to change from time to time at Buyer’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. Supplier 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.

4. Acceptance; Applicable Terms and Conditions.

- (a) Buyer will not be bound by any provisions in Supplier’s purchase orders, pre-printed forms, proposals, quotations, catalogs, acknowledgements, acceptance forms or other documents (including any counter-offers), including any online terms and conditions referenced in any such documents or in a website, application or other digital or electronic format, that propose differing or additional terms and conditions or any addition, alteration, or deletion to, or of, the precise terms and conditions stated in this Agreement or any Project Order, and any such terms and conditions of Supplier 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, except to the extent separately and specifically agreed to in writing by an authorized representative of Buyer under a signed amendment. Furthermore, no click-through or similar agreement relating to the Goods and/or Services shall be of legal effect unless duly and manually signed with ink by both parties. Buyer’s failure to object to provisions contained in Supplier’s documents will not be deemed a waiver of the terms and conditions set forth herein.

- (b) No amendment, deletion, modification, supplement or change in the terms and conditions contained herein or in an SOW will be binding on Buyer unless approved in writing by Buyer.

- (c) If any provision of this Agreement conflicts with any proposal, order, purchase order, schedule or other similar document submitted by Buyer to Supplier, the provisions of this Agreement will control for purposes of those specific provisions only.

5. Price.

- (a) Prices will be firm and not subject to adjustment or variation unless specifically approved in writing by Buyer.
- (b) Supplier warrants that the prices specified in each SOW are as low as any net prices now given by Supplier to any other customer for goods or services of like grade and quality in like quantities, and Supplier agrees that if at any time during the pendency of this Agreement lower net prices are quoted under similar conditions, said lower net prices will be from that time substituted for the prices in the SOW. Supplier agrees that any price reductions made in the Goods 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 applicable SOW.
- (c) Except as otherwise provided herein, the prices include all costs and charges to be incurred by Supplier in fulfilling each SOW, including, without limitation, installation and other service charges, all applicable federal, state and local taxes and duties, all wages and fees for Services and materials, all charges for transportation, packing, packaging and returnable containers, all costs of design, engineering and development and all costs for tooling, gauges, jigs, fixtures, dies, molds, patterns and similar property that may be obtained or required by Supplier for use in the manufacture, fabrication or assembly of the Goods or performance of the Services called for by this Agreement and any SOW.

6. Specifications. Unless otherwise authorized in writing by Buyer, Supplier will deliver Goods or render Services, or both, per all requirements, specifications, designs, drawings, performance and manufacturing process criteria, if any, furnished by Buyer, or furnished to Buyer by Supplier and accepted by Buyer in writing, without variation.

7. Assurance of Performance. If Supplier fails to perform when due any delivery and/or Services required by this Agreement or any SOW, or Buyer in good faith has any other reason to question Supplier’s intent or ability to perform, Buyer may, in its sole discretion, demand adequate assurance of performance, including that Supplier furnish a performance bond or letter of credit, conditioned to indemnify Buyer for any loss Buyer may sustain by failure of Supplier to perform its obligations. If Supplier fails to comply with such demand within ten (10) business days thereafter, Buyer may treat this failure as a default.

8. Default and Termination.

- (a) The breach by either party of any representation, warranty, covenant or other obligation of this Agreement or an SOW will be deemed a breach of this Agreement and the applicable SOW (a “Breach”). This Agreement and/or any SOW may be terminated by either party upon any Breach by the other party that is not cured within ten (10) days after receipt of written notice of such Breach. In the event a Breach by Supplier, by its nature, is not reasonably capable of cure, Buyer may terminate this Agreement and/or any SOW immediately upon written notice to Supplier.
- (b) This Agreement and any SOW may be terminated by Buyer without cause and for convenience by thirty (30) days’ written notice to Supplier.
- (c) This Agreement and any SOW may be terminated by Buyer immediately upon written notice if Supplier has made an assignment for the benefit of creditors, has filed a petition in bankruptcy, or is adjudged insolvent or bankrupt; a receiver or trustee is appointed with respect to a substantial part of Supplier’s property; or a proceeding is commenced against Supplier that is likely to substantially impair its ability to perform its obligations hereunder.
- (d) 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 under this section.
- (e) 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.

9. Warranty. In addition to, and not in lieu of, any other warranties provided by Supplier (including but not limited to manufacturers' warranties), Supplier represents and warrants that: (i) the Goods supplied hereunder are of merchantable quality and are free of all defects in design, materials and workmanship; (ii) the Services supplied hereunder will be performed in a professional and workmanlike manner; (iii) Supplier will provide all equipment, materials and personnel necessary to perform the Services; (iv) the Goods and Services will be fit for Buyer's particular purposes, to the extent made known to Supplier, and will be safe and appropriate for the purpose for which the Goods and Services are normally used; (v) the Goods and Services supplied hereunder will conform in every respect to the applicable specifications; (vi) the Goods and Services and Supplier will comply with all Applicable Laws; (vii) Supplier has good and marketable title to the Goods and Services supplied hereunder, which will be transferred to Buyer free of liens and encumbrances; and (viii) 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 United States of America, 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 Buyer upon request (collectively, the "Warranty"). Supplier will further pass through to Buyer all manufacturers' and other warranties on the Goods and Services provided to Buyer. 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 Warranty will inure to the benefit of Buyer, its customers and any subsequent owners or consumers of the Goods and/or Services covered hereunder, or the end products of which they are a part. No warranty implied in connection with the sale and/or purchase of the Goods and Services may be disclaimed by Supplier. "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, manufacturing, marketing, import/export, sale, use and/or distribution of the Goods and Services, the performance of either party's obligations hereunder and/or the parties' relationship hereunder.

10. Indemnification. Supplier hereby agrees to, at its own cost and expense, defend, indemnify and hold harmless Buyer and its affiliate, subsidiary and parent companies, and each of their officers, directors, employees, former employees, representatives, agents, successors and assigns, from and against all claims, allegations and lawsuits, and all resulting damages, losses, liabilities, settlements, judgments, costs and 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 or an SOW, (ii) the negligence or intentional misconduct of Supplier or its affiliate, subsidiary or parent companies, or any of their officers, directors, employees, former employees, representatives, agents, successors or assigns, or (iii) the conduct or operation of Supplier's business or its provision of the Goods and Services.

11. 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 Buyer property, when working with Buyer equipment, or when working or interacting with Buyer's and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "Buyer Personnel"). Supplier agrees to, and agrees to cause Supplier Personnel to, comply with all Buyer policies, guidelines, signage, instructions and rules when working on Buyer property, with Buyer equipment, and with Buyer Personnel, including those pertaining to COVID-19 or other illness. Because the Buyer property and equipment are accessible for use by multiple individuals, including Buyer Personnel, Supplier recognizes that Supplier Personnel are at risk of being exposed to and/or contracting an illness, including COVID-19, when working on Buyer property, with Buyer equipment, and with Buyer Personnel.

With full awareness, understanding and appreciation of the risks involved, Supplier, for itself and on behalf of Supplier Personnel, releases and discharges Buyer and its affiliates and Buyer 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 Buyer property, equipment and/or Buyer 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 Buyer property, equipment and/or Buyer 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 9 will survive termination or expiration of this Agreement.

12. Packaging and Shipping; Risk of Loss.

- (a) If applicable, all packing and packaging, if any, will be in accordance with specific instructions from Buyer in this Agreement, an SOW or in a separate written notification to Supplier. In the absence of specific instructions, all packing and packaging will comply with good commercial practice, applicable carrier's tariffs and all Applicable Laws, and will consist of suitable containers for optimum protection of the Goods and for in-plant handling and storage.
- (b) If applicable, delivery will be made by the carrier and route specified by Buyer. In the absence of instructions, shipments will be routed via the most economical mode of commercially reasonable transportation available, consistent with the time and delivery requirements established for this Agreement or in an SOW.
- (c) If invoices are subject to discount for prepayment, Supplier will state the applicable terms clearly on such invoices. Buyer's opportunity for prepayment will not be prejudiced by delays beyond Buyer's control.
- (d) Delivery will not be deemed complete until the Goods have actually been received and accepted by Buyer, and the risk of loss on the Goods will be borne by Supplier until such delivery and acceptance.
- (e) Supplier will also bear the risk of loss on the Goods rejected by Buyer, from the time of shipment thereof to Supplier until the redelivery thereof to Buyer.

13. Delivery or Performance Schedule; Quantities.

- (a) Time is of the essence with respect to completion and/or fulfillment of this Agreement and each SOW.
- (b) Buyer may terminate this Agreement and any SOW for any nonconformity in any lot or installment delivered or Services performed hereunder, including, without limitation, failure of Supplier to deliver the Goods or perform Services when due, delivery of defective or otherwise nonconforming Goods, delivery of an insufficient quantity of Goods or deficient, defective or incomplete performance of Services.
- (c) Supplier will promptly advise Buyer of any delay or anticipated delay in delivery or performance and will pay Buyer for any losses sustained or costs incurred by Buyer as a result of a late delivery or performance.
- (d) If Supplier fails to deliver the Goods on or before the designated delivery date set forth in this Agreement or in an SOW, Supplier will, at the sole decision and election of Buyer, either (i) ship such late Goods on an expedited basis to Buyer (or Buyer's agent, as may be directed by Buyer) immediately upon Supplier's capability to do so at Supplier's sole expense, or (ii) Buyer may purchase replacement Goods from another supplier and Supplier will pay to Buyer within ten (10) days thereafter any additional costs incurred by Buyer in obtaining such replacement Goods. Supplier will be responsible for any and all penalties, late fees, contract damages or similar charges or expenses incurred by Buyer as a result of Supplier's failure to deliver the Goods to Buyer by the designated delivery date specified in this Agreement or an SOW.
- (e) Supplier will not, without Buyer's prior written consent, manufacture or procure materials in advance of Supplier's normal flow time or deliver Goods or perform Services in advance of schedule. In the event of termination of this Agreement or an SOW, no claim by Supplier will be allowed for any such actions without the prior written consent of Buyer.
- (f) Unless specified otherwise herein, this Agreement will not be deemed separable as to the Goods and Services ordered herein.
- (g) Goods that are to be shipped will be shipped F.O.B. destination unless otherwise specified by Buyer in writing, and title and risk of loss will pass from Supplier to Buyer upon delivery of the Goods in accordance with the applicable shipping designation. Any shipments that are sent C.O.D. without Buyer's consent will not be accepted and will be made at Supplier's sole risk and liability.

14. Inspection and Testing. All Goods and Services are subject to inspection and rejection by Buyer at any time, including during their manufacture, construction or preparation, notwithstanding any prior payment or inspection. Goods or Services may at any time be rejected for defects or defaults revealed by inspection, analysis or by manufacturing operations or use after delivery even though such Goods or Services may have previously been inspected and accepted. Without limiting any of the rights it may have, Buyer, in its sole discretion, may require Supplier, at Supplier's expense, to (i) promptly repair or replace any or all rejected Goods, or to cure or re-perform any or all rejected Services, or (ii) refund the price of any or all rejected Goods or Services, or Buyer may purchase replacement Goods or Services from another supplier, and Supplier will pay to Buyer within ten (10) days thereafter any costs incurred by Buyer in obtaining such replacement Goods or Services. All such rejected Goods will be held by Buyer 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.

15. 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, Buyer may, at its sole discretion, reject any partial or future performance by Supplier upon giving reasonable notice in writing to Supplier, and this Agreement and/or any SOW (as specified by Buyer) will thereupon be terminated and neither party will be liable to the other hereunder except as to Goods/Services provided up until the date of termination, or where limited production by Supplier is possible, Buyer may require Supplier to apportion its materials and resources so as to produce for Buyer that quantity of Goods ordered by Buyer that bears the same relationship to Supplier's total production for all customers as the scheduled production of Goods for Buyer bears to Supplier's total scheduled production. 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 Buyer 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.

16. Intellectual Property/Ownership of Intellectual Property.

- (a) Supplier warrants that the Goods and Services supplied hereunder, and subsequent use of the Goods and Services by Buyer, do not infringe any U.S. or foreign nation 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 or settlement of any such allegation of infringement, and Buyer 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 a Good or Service is deemed to infringe any U.S. or foreign nation patent, copyright or other intellectual property rights of a third party, Supplier will, at its own expense, procure for Buyer the right to continue using and possessing such Good or Service. If Supplier enters into any settlement or compromise of an allegation of infringement that would materially impair the rights or increase the costs of Buyer to use the Goods or Services as contemplated hereunder, Buyer will have the right to terminate this Agreement or any SOW without any liability or obligation to Supplier.
- (b) Buyer 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 will be owned solely by Buyer, 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. Supplier will not issue any press release, public notification or otherwise, that uses, names, depicts or references Buyer or any Buyer affiliated brands or trademarks without the prior written consent of Buyer. Supplier will not use any Buyer or affiliate trademarks in any way without the prior written consent of Buyer.

17. Confidentiality.

- (a) Supplier acknowledges that this Agreement and each SOW creates a confidential relationship between Supplier and Buyer. Supplier acknowledges that during the Term of this Agreement it may be entrusted with certain Confidential Information of Buyer 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 Buyer'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 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 Buyer, or (c) disclose any such Confidential Information required by a court or judicial order without first informing Buyer and cooperating with Buyer if it wishes to contest such disclosure.

- (b) For purposes of this Agreement, "Confidential Information" will mean all data and information submitted to Supplier by Buyer or processed, developed, amended, modified or enhanced by Supplier on Buyer's behalf in connection with the Goods and/or Services.
- (c) 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. Buyer may share this Agreement in its entirety with any Affiliate without breaching its confidentiality obligations. For purposes of this section, "Affiliate" will mean a present or future company that, directly or indirectly, controls, or is controlled by, or is under common control with Buyer. For purposes of this definition, "control" means (i) the legal or beneficial ownership of 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.

18. Security Requirements. If Supplier is hosting or storing any of Buyer's data or providing custom code or a web application Services for Buyer, then Supplier represents and warrants that it will comply, and cause its contractors and subcontractors and their employees, agents and representatives to comply, with Buyer's Security Requirements, which can be found at https://cocacolaflorida.com/Coke_Florida_Security_Requirements, which is subject to change from time to time at Buyer's sole discretion, and which is hereby incorporated into this Agreement.

19. Assignment and Delegation.

- (a) Neither this Agreement or any SOW, or any part thereof, nor Supplier's rights and obligations hereunder may 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 Buyer, 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 Buyer to assignment will not be deemed to waive Buyer'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 Buyer to any obligation to third parties.
- (b) Buyer may assign or otherwise transfer this Agreement or any SOW to an Affiliate without the prior consent of Supplier.
- (c) Subject to the Warranty section, 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.

20. Responsibility for Property.

- (a) Any materials, items, software, hardware or equipment (including, but not limited to, for purposes of this section, all tools, dies, mechanicals, negatives, plates, drawings, sketches and artwork) furnished, funded or paid for by Buyer, or provided or made available to Supplier in connection with this Agreement or an SOW, will be deemed as held by Supplier upon consignment. All such materials, items, software, hardware and equipment not used in the manufacture of the Goods will, as directed, be returned to Buyer, at Buyer's expense, and, if not accounted for or so returned, will be paid for by Supplier. In no event will Supplier transfer or move such materials, items or equipment to the premises of any third party without the written permission of Buyer. Supplier will not use such materials, items or equipment for any purposes or for any party not authorized in writing by Buyer. Supplier will be fully responsible and indemnify Buyer for any loss or destruction of or damage to such materials, items or equipment until the same are returned to the possession of Buyer, whether or not such loss, destruction or damage is attributable to acts or omissions of Supplier or its representatives, officers, agents or employees (normal wear and tear for authorized purposes and parties excepted).
- (b) Supplier will obtain and maintain property insurance upon all such materials, items or equipment to the full replacement value thereof. This insurance will be specifically so endorsed, and Buyer will be named as a loss payee.

21. Insurance. 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:

- (a) *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);
- (b) *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 or provide Goods or Services for Buyer, 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 Goods and Services are to be provided or 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 or provide Goods or Services for Buyer sustains a compensable accidental injury while on work assignment for the Goods and Services provided hereunder. Insurer for Supplier will be responsible for the Workers' Compensation benefits due such injured individual;
- (c) *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;
- (d) *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 Buyer 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);
- (e) *Media Liability Insurance*: If Supplier is creating content or any intellectual property for Buyer 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;
- (f) *Cyber Liability Insurance*: If Supplier is hosting or storing any of Buyer's data or providing custom code or a web application Services for Buyer, or if Supplier has access to any part of Buyer'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;
- (g) *Crime Insurance*: If Supplier may have direct access to cash, checks, financial instruments, financial resources, or any other items of value belonging to Buyer, 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;

- (h) *Property Insurance*: If Supplier is using its own property or the property of Buyer 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 Buyer as a loss payee;
- (i) *Employment Practices Liability, including Third Party Liability Insurance*: If Supplier is assigning its employees to work on Buyer'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;
- (j) *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 Goods and 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 Supplier's Goods and Services. If Supplier is handling, generating, storing, transporting or disposing of any environmental pollutants or hazardous materials at any of Buyer'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;
- (k) *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;
- (l) *Warehouse Operators Legal Liability Insurance*: If Supplier stores Buyer'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;
- (m) *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) 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.

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

The coverage territory for the stipulated insurance will be on a worldwide basis. Buyer, 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 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.

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 Buyer with a Certificate of Insurance evidencing the insurance coverages and terms set forth in this Agreement. Buyer will have the right, but not the obligation, to prohibit Supplier or any agents or contractors, subcontractors, sub-subcontractors, vendors or suppliers 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 Buyer.

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

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

Supplier, its contractors, subcontractors and any sub-subcontractors, vendors and suppliers will cause their insurance companies to waive their right of recovery against Buyer.

Supplier will be solely responsible for any deductible or self-insured retention.

The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of Supplier's obligation to provide the insurance specified. Supplier will immediately advise Buyer of any claim made against Supplier that pertains to this Agreement. Both Supplier and Buyer will cooperate in any claim investigation.

22. Paid Stock.

- (a) Any Goods that Buyer has paid Supplier but have not been delivered to Buyer or shipped pursuant to Buyer's instruction, if any, will constitute "paid stock" of Buyer. Paid stock will not be commingled or stored with Supplier's own inventory of Goods for customers other than Buyer and will be physically separated from Supplier's inventory in an area designated by prominent signs and markings that will identify the paid stock stored within the warehouse area as the sole property of Buyer.
- (b) Supplier will bear all risk of loss, injury or destruction to the paid stock while it is warehoused with Supplier and will obtain and maintain insurance insuring the paid stock against loss, damage or destruction due to accident, theft, fire, flood, abuse or vandalism or other hazards commonly covered by extended coverage insurance.
- (c) Supplier will not sell, lease, assign, transfer, pledge, hypothecate or otherwise encumber, except as specifically permitted in writing by Buyer, any paid stock warehoused with Supplier or any interest therein. In addition, Supplier will execute such financing statements, security documents and other instruments as Buyer will deem appropriate to protect Buyer's ownership of the paid stock against claims of creditors of Supplier and other third parties.
- (d) Supplier will and does hereby indemnify and hold harmless Buyer from and against the payment of any sum of money and against any liability, damages and expenses whatsoever, including attorneys' fees and court costs, that Buyer may be called upon to pay or incur resulting from any loss or damage to the Goods while warehoused with Supplier or resulting from a creditor's or other third party's claim of interest, lien or right in or to any paid stock warehoused with Supplier or other Goods to be supplied under this Agreement or any SOW.

23. Taxes. Unless otherwise required by law, Supplier will pay all taxes, excise charges, fees or other charges, other than applicable sales tax, that may be required or levied by any local, state or federal government because of the sale, transportation or delivery of the Goods and Services sold or provided to Buyer hereunder.

24. Examination of Supplier's Records and Place of Business. Upon request by Buyer, any duly authorized representative of Buyer will, until three (3) years after final payment under this Agreement, have access to and right to examine pertinent books, papers, documents, accounts and records of Supplier involving transactions related to this Agreement or an SOW and to examine Supplier's place of business as necessary to determine whether the terms of this Agreement or an SOW are being carried out.

25. Subcontracting.

- (a) For purposes of this Agreement and any SOW hereunder, a "Subcontractor" is any person or entity (including but not limited to consultants [i.e., design professionals, architects and engineers], laborers, materialmen, suppliers, subcontractors or sub subcontractors) who or which has a direct contract with Supplier to perform or provide any portion of the Goods and/or Services under this Agreement and any SOW. Supplier agrees to obtain Buyer's advance written approval for all Subcontractors required or utilized by Supplier in the performance of this Agreement or any SOW. For purposes of this Agreement and each SOW, any approved Subcontractor will be included in the defined term "Supplier," and all requirements and obligation assigned to Supplier under this Agreement and each SOW will also apply to Subcontractors. Supplier agrees to be responsible to Buyer for Subcontractor's actions to the same extent as if Supplier itself provided the Goods and/or Services pursuant to the terms in this Agreement and each SOW.
- (b) Supplier will employ each Subcontractor with a written subcontract document such that each Subcontractor is bound to Supplier by the terms of this Agreement and an applicable SOW, and assumes toward Supplier and Buyer all of the obligations and responsibilities that Supplier assumes toward Buyer under this Agreement and an applicable SOW. Supplier's agreement with each Subcontractor will preserve and protect the rights of Buyer under the applicable SOW and this Agreement as to the portion of the Goods and/or Services assigned to each Subcontractor, and the subcontracting portion of the Goods and/or Services will not diminish or affect the rights of Buyer against Supplier nor will it in any way diminish or affect Supplier's obligations to Buyer under any SOW or this Agreement. Supplier will include a provision in all its subcontract documents requiring each Subcontractor to agree that Buyer

is not liable to any Subcontractor because of Supplier's failure to perform or pay, or for any breach by Supplier of the applicable SOW or this Agreement by Supplier.

26. Independent Contractor Status. Supplier is an independent contractor and not an agent, representative or joint venture partner of Buyer. Supplier and its Subcontractors, employees and agents are neither employees of Buyer for any purpose nor eligible for participation in any benefit plan available to employees of Buyer, 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 Buyer. Supplier may not enter into any contract or commitment for Buyer and will be solely responsible for its own Subcontractors, employees and agents and for making all payments to and for its Subcontractors, employees and agents, including those required by law. Buyer will not be liable for any debts or liabilities of Supplier.

27. Waiver. Buyer 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 or any SOW nor be deemed to have accepted any such terms, and no waiver whatsoever will be valid as against Buyer unless in writing, signed by an authorized representative of Buyer, and then only to the extent set forth therein. Buyer'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 Buyer would otherwise have on a future occasion and will not in any way affect, limit or waive Buyer's right to thereafter enforce or compel strict compliance to that or any other term, provision or condition hereof.

28. Right of Set Off. Supplier agrees that Buyer, in its sole discretion, will have the right to offset amounts that may become payable by Buyer to Supplier under this Agreement or any SOW or otherwise, against any present or future indebtedness of Supplier to Buyer, money, prepaid inventory or otherwise, whether arising under this Agreement, a SOW or otherwise.

29. Supplier Guiding Principles.

- (a) 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 SGP at the request and to the reasonable satisfaction of Buyer.
- (b) Buyer may utilize independent third parties to assess Supplier's compliance with these Supplier Guiding Principles ("SGP"). If Supplier at any time fails to uphold any aspect of these SGP requirements, Supplier is expected to promptly implement corrective actions. Buyer reserves the right to terminate this Agreement and any SOW immediately without liability if Supplier cannot demonstrate that it is upholding the SGP requirements.

30. Code of Business Conduct for Suppliers. Supplier will comply, and will ensure compliance by its employees and subcontractors performing Services, with Buyer's 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 Buyer's sole discretion, and which is hereby incorporated into this Agreement.

31. 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 connection with any other business transactions involving Buyer, 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 Buyer. A written accounting must be kept of all payments made by Supplier or its agents or employees on behalf of Buyer, and the accounting must be provided to Buyer upon request. Buyer 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.

32. Equal Employment Opportunity/Affirmative Action. For purposes of the following, "contractor" means Coca-Cola Beverages Florida, LLC 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.

33. Permits and Responsibilities. Without additional expense to Buyer and prior to the commencement of Supplier's obligations under an Order, Supplier will be responsible for (i) obtaining any and all necessary licenses, permits and approvals that are necessary to operate Supplier's business where Goods and Services are to be provided under an Order and any other licenses, permits and approvals identified in the Order as Supplier obligations; and (ii) providing any and all necessary notifications to governmental agencies required of Supplier pursuant to the licenses, permits and approvals as outlined in (i). Supplier will furnish to Buyer, upon request, copies of all such licenses, permits, approvals or other documents. Supplier will give Buyer immediate notice of any modification, revocation, or cancellation of, or decision not to renew any license, permit or approval necessary for the performance of Supplier's obligations under an Order. Further, unless required by applicable Law, Supplier will not initiate contact with regulatory agencies with respect to Supplier's obligations to be performed in connection with the Site under an Order without prior written permission from Buyer, which will not be unreasonably withheld. Unless prohibited by applicable Law, Supplier will notify Buyer immediately of any inquiries from regulators to Supplier regarding the Goods, Services or the Site and will not respond to any such regulator until after such notification and approval by Buyer, which will not be unreasonably withheld.

34. Work Rules; Removal of Employees and Others. Supplier will comply, and will cause its employees, agents, contractors and Subcontractors to comply, with all regulations and rules of Buyer that may be in effect at Buyer 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. Furthermore, if Supplier or a Subcontractor of Supplier are providing on-site Services at a Buyer facility, then Supplier must, and must cause any Subcontractors to, comply with all Coke Florida requirements as it pertains to any digital contractor management tool used by Buyer, including subscribing to such a tool while a supplier of Buyer. 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, Buyer will notify Supplier of such fact and Supplier shall immediately remove said employee, agent, contractor, or Subcontractor. Supplier will indemnify, defend and hold Buyer harmless against any claims arising out of acts or omissions of its employees, agents, contractors or Subcontractors providing the Goods and Services at or on a Buyer facility.

If Supplier's employees, agents, contractors, or Subcontractors are removed pursuant to this section, Supplier shall provide replacements reasonably acceptable to Buyer within five (5) business days of such removal. Buyer will be the sole judge as to performance capability. Any replacement employees, agents, contractors, or Subcontractors will have substantially equivalent or better qualifications than the personnel being replaced. Unless otherwise agreed to in writing by Buyer, Supplier shall not remove or replace personnel provided hereunder. There will be no charge to Buyer for any replacement provided in accordance with this section while the replacement employees, agents, contractors, or Subcontractors 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, and Subcontractors shall be considered a material breach of this Agreement and cause for temporary termination of performance, work stoppage, removal of personnel from Buyer's facility and/or the project, and/or termination of this Agreement by Buyer.

35. Notices. The parties agree that all communications relating to the day-to-day provision of the Goods and Services will be exchanged between Buyer'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 Buyer:

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. Miscellaneous.

- (a) This Agreement, any SOW, and all matters arising directly or indirectly from this Agreement or 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 or any SOW, each of the parties to this Agreement consent to the exclusive jurisdiction and venue of the state and federal courts sitting in, or having principal jurisdiction over, Hillsborough County, Florida. The parties hereto agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any SOW.
- (b) The parties in good faith will first attempt to settle any controversy or claim arising out of or relating to this Agreement 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 to the contrary in this Agreement, either party may seek from any court, in accordance with the governing law subsection 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.
- (c) The various provisions of this Agreement are severable, and any determination of invalidity, illegality or unenforceability of any one term or provision hereof will have no bearing on the continuing force and effect of the remaining valid provisions hereof.
- (d) Captions, headings and arrangements given to various sections herein are for convenience only and are not intended to modify, limit or affect the meaning of any of the substantive provisions hereof.
- (e) This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all such counterparts, taken together, will constitute one and the same agreement between the parties. To the maximum extent permitted by applicable law, signatures exchanged via facsimile or other electronic means are deemed to be the same as original signatures.
- (f) This Agreement contains the entire agreement between Buyer and Supplier regarding the subject matter hereof, and there has been no other representations or inducements, oral or otherwise, made by any party in connection herewith.
- (g) If applicable, Buyer grants to Supplier, its agents and employees, during the Term of this Agreement, reasonable access to Buyer's premises for the sole purpose of fulfilling its obligations under this Agreement. Supplier's employees, agents and contractors will comply with all regulations and rules of Buyer that may be in effect at the applicable facilities.
- (h) Buyer and Supplier each represent that (i) they each have full power and 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.
- (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, Supplier acknowledges and agrees that such designated personnel of Buyer is not authorized to: (a) execute or sign agreements, contracts, amendments or other documents on behalf of Buyer (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 Buyer to any obligations to Supplier and/or third parties.