

SUPPLIER AGREEMENT

1. The Parties.

- A. Supplier (full legal name): [REDACTED]
- 1) Supplier's jurisdiction of incorporation or organization: [REDACTED]
 - 2) Supplier's principal place of business (headquarters street address): [REDACTED]
Fax [REDACTED]; email [REDACTED]
- B. Krinos Foods LLC ("Krinos")
- 1) A New York limited liability company
 - 2) Krinos' address for notices: 1750 Bathgate Avenue, Bronx, New York 10457, USA,
Attention: [REDACTED] Fax [REDACTED]; email [REDACTED]

2. Term. The Agreement Effective Date is [REDACTED]. The initial term is [REDACTED] year(s) from the Effective Date. The Agreement automatically renews on each anniversary of the Effective Date for successive [REDACTED]-year term(s), unless (i) Krinos or Supplier elects not to renew by giving written notice of non-renewal to the other party at least sixty (60) days prior to the applicable anniversary of the Effective Date, or (ii) sooner terminated as provided in this Agreement set forth in Section 9 below. Pricing and any incentive/rebate programs need not be fixed for the entire term but may be modified from time to time as set forth herein or mutually agreed in writing.

3. Purpose. Supplier will sell to Krinos, and Krinos will purchase from Supplier, the foods and/or non-food products set forth on Exhibit A hereto (the "Products"), made by Supplier at its production facilities (such facilities at which Products are manufactured, the "Facilities"), in such quantities and at such times as shall be determined by Krinos from time to time, for sales and distributions to customers of Krinos.

4. [Exclusive Distribution Rights] Supplier hereby grants Krinos the sole, exclusive distribution rights to the Products in the territories of: [all of the United States] (collectively, the "Territory") for the initial term and the extended terms, if any, of this Agreement.]

5. Orders and Deliveries.

A. Orders/Confirmations. Krinos may fax, email, send electronically or telephone (or any other method mutually agreed by the parties) orders (including quantities) for Products. Supplier will send Krinos written confirmation of each order, including quantity and pricing, within 24 hours of Supplier's receipt of the order. The terms of this Agreement will supersede any conflicting terms in Krinos' order or Supplier's confirmation. Supplier has [REDACTED] lead time on orders. If Supplier fails to provide a proper PO confirmation, Krinos shall only be responsible for payment of the lesser of: (a) the amount set forth in the PO, or (b) the Supplier's invoice price. Supplier will be allowed no additional charges unless specified in the PO.

B. Delivery. Unless otherwise directed by Krinos in writing, Supplier will ship orders F.O.B. destination, standard freight, and insurance prepaid. The supplier shall furnish a copy of the bill of lading to Krinos at the time of such shipment. All costs of freight and insurance will be borne by Supplier.

C. California Proposition 65. If applicable, (i) Supplier will provide all warnings required under California's Safe Drinking Water and Toxic Enforcement Act of 1986, Health, and Safety Code Section 25249.5 (or any other similar local, state, or federal legislation), which requires warning of any products containing chemicals known to cause cancer or reproductive toxicity.

D. Title and Risk of Loss. Title to, and risk of loss of, the Products shall pass to Krinos, free of any encumbrances, on delivery at the designated destination of Krinos as may be set forth in writing in the purchase orders.

6. Pricing, Payments and Incentives, Service Levels.

A. Price/Payment Terms.

- 1) Pricing is as set forth on Exhibit A hereto. Any increase in prices of the Products must be preceded by at least 60 days advance written notice by Supplier to Krinos. Price decreases will be effective immediately, and floor stock protection will be provided on all affected Products inventoried by Krinos, as of the effective date of that price decrease. "Floor stock protection" means a credit for the difference between Krinos' previous invoice price and the

new lower invoice price. Any deductions, incentives, or rebates, specified in this Agreement may be automatically deducted by Krinos from Supplier's invoice. Supplier pricing arrangements with customers that depend on specific purchasing levels shall not affect Krinos' reimbursements unless agreed to in writing by Krinos; nor will Krinos be subject to any penalty, fine, fee, or other additional charge based on order size. Supplier also agrees to a slotting fee of \$550 per new item that is purchased from the supplier.

- 2) Payment terms are [] % / [] net [] days from the later of the date Krinos receives the Supplier's invoice. Supplier will provide Krinos with a [] % discount if Krinos makes payments via ACH deduction or by wire transfers.
- 3) Each delivery will be invoiced, and invoice will include Product description and quantities sold.

B. Incentive/Rebate Programs.

1) Supplier incentives/rebates to Krinos, if any, are on Exhibit B if applicable. Incentives apply to all Products, Krinos, Krinos customers, Krinos OpCos (defined as Krinos and its subsidiaries, divisions, or affiliated companies, that orders and/or receives shipments from Supplier), and Products acquired through redistribution. Rebates are based on the delivered price. Additional national or local incentive programs with Krinos, Krinos customers or Krinos OpCos will be included by additional Exhibit B forms executed by the parties and incorporated herein by reference. All such programs will be governed by and subject to the terms of this Agreement.

2) Exclusions. If one or more incentive programs are in place, no Products, customers, Krinos OpCos, Krinos customers or purchases through redistribution will be excluded from the program unless specifically acknowledged by Krinos in writing.

3) Adjustments. All Supplier adjustments for corrections to incentive payments made (deviated bill-backs) must be adjusted within sixty days after the end of the month in which the incentives were paid.

4) Manner of Incentive Payments. Supplier shall make incentive payments to Krinos via ACH or wire transfers.

C. Most Favored Nation. Supplier agrees that all of the terms and conditions hereunder (including, without limitation, pricing) will at all times be at least as favorable as the terms and conditions it offers to any food service distributor of a similar size as Krinos' distribution business. Any more favorable terms that arise between Supplier and any such distributor will automatically be incorporated herein. Supplier agrees to provide such books records, materials, information and documentation which may be reasonably requested by Krinos for purposes of verifying Supplier's compliance with this Section 6.C.

D. Service Levels. "Service Level" means the total number of items actually received on the scheduled delivery day in relation to the total number of cases (or pieces if a split case) ordered. Supplier must maintain a Service Level of ninety-eight percent (98%) on all Products supplied to Krinos hereunder, unless Supplier can establish that the failure is due to an act or omission on the part of Krinos, or a circumstance beyond the reasonable control of the Supplier. Recovery shipments made by Supplier the same day will be counted toward satisfaction of the foregoing Service Level requirement. If the Service Level drops below ninety-eight percent (98%) in any Krinos OpCo over the course of any monthly period, Krinos will be entitled to reimbursement from Supplier for Krinos' documented lost gross profits.

E. Shelf Life. Products will have a minimum of [] of the shelf life left when Product is received by Krinos, or no product with less than the required shelf life is subject to rejection upon receipt at Krinos' election. In the event a Product shelf-life extension is warranted or requested, then it is the Supplier's responsibility to issue written parameters for the shelf life extension, including: the new end date for the extended shelf life, a guarantee of food safety for remainder of the new shelf life, and quality expectations for the new shelf life. The Supplier must provide this information to Krinos in a .pdf document so Krinos can transmit the shelf-life extension details to Krinos' customers.

7. Vendor Item List. As frequently as reasonably necessary, Supplier will provide to Krinos an up-to-date list of Products offered, with corresponding item numbers, descriptions, and case packs.

8. Ninety-Day Buy-Back for New Products Only. If any Products, when purchased by Krinos for the first time, do not reach a minimum sales level of five cases per week in the first 90 days of introduction, Supplier will, upon Krinos' election, arrange for the remaining Products to be picked up from Krinos, with freight and all other costs and expenses to be borne by Supplier, and will accept them for return and a full refund (unless the parties mutually agree on disposition in writing).

9. Early Termination.

A. Optional Termination. Krinos may terminate this Agreement at any time without cause (including notice not to renew on anniversary date) by giving Supplier at least sixty (30) days' prior written notice.

B. Early Termination on Default. Either party may terminate this Agreement upon the other party's Default, as defined below, by written notice to the defaulting party. Except as otherwise specifically provided herein, termination of this Agreement will not relieve the parties of any obligation accruing hereunder prior to such termination. The term "Default" means any of the following:

1) Failure to comply with or to perform, in any material respect, any provision or condition of this Agreement for thirty (10) Business Days after receipt of written notice of breach; or

2) Insolvency, being the subject of a petition in bankruptcy (voluntary or involuntary), making an assignment for the benefit of creditors, or being named in, or having property subject to, a suit for appointment of a receiver; or dissolution or liquidation, which proceeding is not dismissed within sixty (60) days; or

3) The breach of any warranty made in this Agreement or if any warranty made in this Agreement is false or misleading.

In addition, upon the occurrence of a Default, the non-defaulting party may pursue any and all remedies, whether at law, in equity or otherwise, including, without limitation, injunctive relief and the right to recover any damages (including, without limitation, for indemnification) it may have suffered by reason of such Default regardless of whether the non-defaulting party elects to terminate this Agreement early.

C. Illegality. Krinos may immediately terminate this Agreement and any outstanding purchase orders, by giving written notice to Supplier, if Krinos has a reasonable basis to believe that any Product was manufactured, sold, or to be sold to Krinos in violation of any applicable federal, state or local laws, regulations, ordinances or administrative orders or rules of the United States, its territories or of any applicable foreign law, regulations, ordinances or administrative orders or rules of any country or jurisdiction in which the Product is produced or to which it is delivered.

10. Confidentiality.

A. Confidential information includes the terms of this Agreement and all non-public information provided by each party to the other in connection with the performance of their respective obligations hereunder, including without limitation, the information provided pursuant to Section. 11, financial information, information related to Products and pricing, and such other materials, data and information that either party considers and identifies to be proprietary and confidential (collectively, "Confidential Information"). Each party will hold in strict confidence Confidential Information and shall not, without prior written consent of the other party, (i) use the other party's Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement, or (ii) disclose any portion of the other party's Confidential Information to third parties.

B. Notwithstanding the foregoing, the obligations in this Section do not apply to (i) information that, at the time of disclosure is in, or after disclosure becomes part of, the public domain other than as a consequence of the breach by the receiving party receiving such Confidential Information, (ii) information that was known to the receiving party prior to the disclosure by the disclosing party, as evidenced by receiving party's written records pre-dating such receipt, (iii) information disclosed by a third party to receiving party after the disclosure by disclosing party, if such third party's disclosure neither violates any obligation of the third party to the disclosing party nor is a consequence of receiving party's breach, (iv) information that disclosing party authorizes in writing for release; or (v) information that is subject to a validly issued subpoena from a court or governmental authority of competent jurisdiction, or pursuant to a valid discovery request to which receiving party is required to respond, provided that receiving party provides disclosing party with reasonable advance notice of such required disclosure; or (vi) information which may be required, necessary or desirable to be disclosed to Krinos' lenders, prospective lenders, attorneys, accountants, advisors and prospective acquirors.

C. FOR THE AVOIDANCE OF DOUBT, NEITHER PARTY MAY DISCLOSE, DIRECTLY OR INDIRECTLY, TO ANY THIRD PARTY, INCLUDING A KRINOS CUSTOMER OR POTENTIAL CUSTOMER, THE EXISTENCE OR AMOUNT OF ANY INCENTIVES PROGRAMS IN PLACE BETWEEN THE PARTIES (EXCEPT AS SET FORTH IN SECTION 10.B ABOVE).

11. Quality Assurance.

A. Facility Audits/Inspections. Upon Krinos' request, Supplier shall provide to Krinos the results of any sanitation or food
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safety audits made by or for Supplier during the term of this Agreement related to any Facility. All food safety documentation requests will be submitted to Krinos in writing by Supplier on an annual frequency, or as needed, through Share-ify. All food safety document sharing is separate and above the Krinos data sharing requirement via the Global Data Synchronization Network (GDSN). As applicable to specific risks to Products or supply chain continuity, Supplier shall notify Krinos immediately at the email address below of any third-party food safety or sanitation audits that indicate the presence of food borne pathogens, or illegal/hazardous chemicals, or harmful physical contamination in the Facilities or the Products or any of Supplier's other products manufactured at the Facilities during the term of this Agreement. Supplier shall also inform Krinos immediately of any non-routine inquiry, investigation, or inspection by any foreign, federal, state or local governmental agency in connection with the Facilities or the Products, and upon request shall provide Krinos with a copy of any reports related thereto. Quality assurance audits or other reports shall be e-mailed to qualityassurance@krinos.com.

B. Physical Hazard Detection/Prevention System. As appropriate, All Products will be processed using equipment or procedures that eliminate risks of physical hazard contamination. The Supplier must have a Hazard Analysis Critical Control Point (HACCP) plan, which includes a Hazard Analysis conducted specifically for physical hazards. If the Supplier's Hazard Analysis does not identify physical hazards as a critical control point, then physical hazard detection/prevention systems may be excluded from the Supplier's HACCP plan and processing procedures. If physical hazards are identified as a critical control point as part of the Supplier's ongoing Hazard Analysis annual review process, the Supplier's HACCP plan and production procedures will be modified to include proper physical hazard detection/ prevention systems as control points (e.g. metal detection or equipment inspection procedures) as appropriate to the product type.

C. Nutritional, Ingredient/Materials, and Product Attribute Information. Krinos requires Product nutritional, ingredient/materials, and other Product attribute data for all food Products and non-foods (excluding nutrition), which due to U.S. federally mandated menu-labeling laws, may be shared with customers instead of directing customers to contact the Supplier to get nutritional data. The required method of transmission for this data is via Share-ify, which Supplier must be a member of, and the Global Data Synchronization Network ("GDSN") or via alternate methods as specified and approved by Krinos. The only exception to this transmission method is customer proprietary items. Any questions regarding the transmission of data should be submitted to IT@krinos.com. Krinos will conduct random audits of Supplier nutritional information submitted via the GDSN to assure accuracy of data, and if inaccurate or false nutritional, ingredient/materials, and/or other Product attribute data is discovered, then corrective action warnings will be issued to the Supplier that upon repeat discovery are subject to penalties. If applicable, Krinos will provide Supplier with an implementation guide for GDSN participation after execution of the Agreement. The GDSN is for data sharing purposes only, and does not replace, nor is it replaced by, other Krinos document sharing subscription requirements.

12. Representations and Warranties; Limitation on Liability; Deduction Disputes.

A. Supplier. Supplier represents and warrants to Krinos that:

1) All intellectual property or proprietary rights used by Supplier in connection with the Products are owned exclusively by Supplier or Supplier has been properly authorized to use such rights in connection with the Products and to sell the Products that incorporate such proprietary rights to Krinos for use or further resale, and the use, sale or resale of the Products, whether by Supplier or Krinos, a Krinos customer, a Krinos OpsCos or any other party, do not, and will not, infringe or violate any intellectual property or proprietary rights of any third party;

2) All Products will comply with all applicable provisions of foreign, Federal and state laws, including but not limited to the U.S. Federal Food, Drug and Cosmetic Act, as amended, and any similar foreign, state or local regulations as they pertain to articles being introduced into international commerce and interstate commerce in the U.S., will not be adulterated within the meaning of any foreign, state or local laws or ordinances and regulations promulgated thereunder having jurisdiction over the Products, and will meet microbiological standards for pathogenic and indicator organisms per Product specific category as referenced by the U.S. National Advisory Committee on Microbiological Criteria for Foods and similar applicable foreign regulatory bodies.

3) Supplier and all employees and agents involved in the manufacturing, processing or delivery of the Products shall strictly adhere to all applicable federal, state and local laws, regulations and prohibitions of the United States, its territories and all applicable foreign laws and regulations of all countries and jurisdictions in which the Product is produced or to which it is delivered with respect to the operation of the related production facilities and related other business and labor practices.

4) Supplier has obtained any and all licenses, permits, and authority necessary or required to perform its obligations under this Agreement and has paid all fees and charges with reference thereto; that it is in good standing with all governmental bodies or agencies; that it will take such steps and perform such acts as may be necessary to retain such good standing; that it is free and has full right and authority to enter into this Agreement and to perform all of its obligations hereunder; and that it has performed all acts and taken all steps necessary to authorize the execution, delivery and performance of this Agreement. If a Product qualifies for preferential treatment under any U.S. free trade agreement, then Supplier will provide to Krinos any information required to verify the validity of the basis for that preferential treatment. Supplier acknowledges that Krinos has no independent obligation to provide customers with Supplier's warranty information beyond that labeled on the Product; and

B. Krinos. Krinos represents and warrants that it has full right and authority to enter into this Agreement and to perform all of its obligations hereunder and that it has taken all action necessary to authorize the execution, delivery and performance of this Agreement.

C. LIMITATION ON LIABILITY. EXCEPT FOR LIABILITY FOR UNAFFILIATED THIRD PARTY CLAIMS AGAINST SUPPLIER, KRINOS WILL BE LIABLE TO SUPPLIER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR SAVINGS OR LOSS OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT KRINOS HAS BEEN ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED. EXCEPT FOR THE PAYMENT OF THE PURCHASE PRICE FOR THE PRODUCTS ORDERED AND PURCHASED BY KRINOS FROM SUPPLIER AS PROVIDED IN THIS AGREEMENT, KRINOS' MAXIMUM, AGGREGATE LIABILITY TO SUPPLIER (INCLUDING, WITHOUT LIMITATION, INDEMNIFICATION OBLIGATIONS) UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID BY KRINOS TO SUPPLIER UNDER THIS AGREEMENT IN THE TWELVE-MONTH (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCURRENCE OF LIABILITY HEREUNDER.

D. Deduction Dispute. Notwithstanding any provision herein to the contrary, Supplier must notify Krinos of any dispute regarding a deduction within thirty (30) days of the earlier to occur of: (i) the date of such deduction, or (ii) Supplier being informed that such deduction is forthcoming.

13. Unacceptable Products; Returns.

A. For purposes of rejection or return, "Unacceptable Product" means any one of the following:

- 1) The Product does not meet specifications as communicated to Supplier by Krinos;
- 2) The Product is unable, under normal and customary conditions, to maintain its quality standard for the duration of the Product's shelf life.
- 3) The Product is, at the time of delivery to Krinos, adulterated or misbranded within the meaning of the U.S. Federal Food, Drug and Cosmetic Act (the "Act") or similar applicable foreign law or regulation (the "Similar Foreign Act");
- 4) The Product fails to meet the applicable warranties of this Agreement.
- 5) The Product is the subject of a recall;
- 6) The Product may not, under the provisions of Sections 404 and 505 of the Act, be introduced in interstate commerce;
- 7) The Product may not, under the applicable provisions of the Similar Foreign Act, be introduced in international commerce.

B. Krinos may refuse to accept delivery of Unacceptable Products. If Unacceptable Product has been delivered to Krinos and if, after delivery to Krinos, any Krinos OpCos or their customers, the Product becomes Unacceptable Product through no fault of Krinos, any Krinos OpCos or their customers or any other third party, Supplier will accept Products for return, for full credit and with freight and insurance paid by Supplier. Alternatively, at Supplier's discretion and expense, Krinos may dispose of such Unacceptable Product in a manner as the circumstances may reasonably dictate and Supplier shall reimburse Krinos for any amount by which the sale or disposal price realized by Krinos shall be less than Krinos' cost of the Product plus reasonable expenses for such sale or disposition.

14. Indemnification and Defense; Recalls; Insurance.

A. Mutual Indemnification. Subject to the limitations set forth in Section 12.C above, each party will indemnify the other party, its affiliates and subsidiaries and its and their officers, directors, managers, employees and agents for any damages, liabilities, losses, costs or expenses (including reasonable attorneys' fees) incurred by the indemnified party ("Damages"), resulting from a claim, action, lawsuit or proceeding (a "Claim") to the extent caused by the indemnifying party's:

- 1) violation of any federal, state or local laws, regulations, ordinances or administrative orders or rules of the United States, or, in the case of Supplier, any applicable foreign laws, regulations or ordinances or administrative orders or rules.
- 2) failure to comply with any provisions of this Agreement; or
- 3) gross negligence or willful misconduct.

B. Supplier's Obligation to Defend. Without limiting the effect of Section 14.A above, in the event of a unaffiliated third-party Claim asserted against Krinos, its customer, affiliates or subsidiaries, and their officers, directors, managers, employees, or agents (each an "indemnified party") alleging any of the issues enumerated below and asserted or determined to be with respect to Products provided hereunder, on written request by Krinos, Supplier will, at Krinos' written election, defend each applicable indemnified party against any such Claim alleging any of the following:

1) Infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret or other proprietary right in connection with the Product.

2) Death of or injury to any person, damage to any property, or any other damage or loss resulting or claimed to have resulted, in whole or in part, from any quality or other defect in the Product, whether latent or patent, or failure of the Product to comply with any express or implied warranties or any claim of strict liability in tort relating to the Product.

3) Violation of any federal, state or local laws, regulations, ordinances or administrative orders or rules of the United States, its territories or any similar laws, regulations, ordinances or administrative orders or rules of any foreign country or jurisdiction in which Product is produced or to which it is delivered relating to (A) the Product, or any label, packaging or invoice associated with the Product, in its manufacture, possession, storage, use or sale; or (B) any advertising or promotional materials developed or provided by Supplier;

4) Defect involving the packaging, labeling, packing, shipping and/or invoicing of Product; or

5) Death of or injury to any person, damage to any property, or any other damage or loss resulting or claimed to have resulted, in whole or in part, from actions of Supplier's personnel while on Krinos' premises.

If Krinos elects to have Supplier defend the Claims under this Section 14.B, Krinos shall, within thirty (30) days after receipt of notice of a Claim against Krinos (or such shorter period as may be necessary under the circumstances for Supplier to timely answer allegations or provide a defense), notify Supplier thereof; provided, however, that failure or delay of Krinos to provide such notice to Supplier shall not limit the defense or indemnification obligations, except to the extent that the delay has a material adverse effect upon the ability of Supplier to defend such Claim. Supplier shall use counsel reasonably satisfactory to Krinos in the defense of such Claims.

C. Product Recall, Market Withdrawal, Stock Recovery, or Product Hold Actions: Supplier recognizes that Product recalls, market withdrawals, or Product hold requests initiated by Supplier or by any foreign or U.S. Federal or State regulatory agency (for the purposes of this subsection, an "Action"), will impose costs on Krinos that are the responsibility of the Supplier. In the event of an Action, Krinos will use a designated third party recall/cost recovery provider to alert affected facilities and customers, and invoice the Supplier for all recall-related expenses incurred, for each Krinos OpCo and every Krinos customer that is impacted, and for the total duration of time necessary to complete all recall activities, including but not limited to, customer contacts, customer credits, product disposal, product recoveries, individual operating expense calculations, and corporate billing. Recall notifications shall be emailed by Supplier to Krinos at recalls@krinos.com. Supplier is responsible under this Section regardless of whether the Action was directed at a raw material provided by a third-party vendor that Supplier engaged to produce the Products.

D. Insurance. Supplier will maintain insurance coverage with an insurance company or companies with a current A.M. Best rating of at least A-VIII as follows:

- 1) Commercial general liability insurance (including product liability insurance) from a carrier reasonably satisfactory to Krinos, in a minimum amount of (A) two million dollars (\$2,000,000) per occurrence and

in the aggregate, for bodily injury and property damage if Products include meat, produce, poultry, pork or seafood; or (B) one million dollars (\$1,000,000) per occurrence and in the aggregate for bodily injury and property damage if the Products DO NOT include meat, produce, poultry, pork or seafood; and

- 2) Automobile liability insurance for any Supplier vehicles driven onto Krinos' premises in a minimum amount of \$1,000,000 combined single limit per accident. The policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased; and
- 3) Excess liability/umbrella insurance in a minimum amount of (A) ten million dollars (\$10,000,000) each occurrence and in the aggregate if Products include meat, produce, poultry, pork or seafood; and (B) five million dollars (\$5,000,000) each occurrence and in the aggregate if the Products DO NOT include meat, produce, poultry, pork or seafood; and
- 4) Worker's Compensation / Employers' Liability. Statutory worker's compensation insurance and employers' liability in a minimum amount of \$1,000,000 per accident for bodily injury and \$1,000,000 per employee for disease, or higher if required by law.

The above insurance levels may be met through any combination of general liability insurance and excess liability/umbrella insurance so long as the total amount meets the stated requirements. The policy will be occurrence-based and will include a waiver of subrogation for workers compensation, general liability, and Excess Liability/Umbrella coverages. **The policies will designate Krinos Foods LLC and its subsidiaries and affiliates as additional insureds** and will be endorsed to provide contractual liability insurance in the amount specified above, specifically covering Supplier's obligations to defend and indemnify Krinos pursuant to this Agreement. The insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. The policies shall not exclude claims made against the Insured by Additional Insureds. All policies must be primary and non-contributory to any insurance maintained by Krinos. A certificate of insurance for such coverage (stating that the policies designate Krinos and its subsidiaries and affiliates as additional insureds) will be delivered to Krinos within twenty (20) days of the execution of this Agreement and annually thereafter. **Annual Certificate of Insurance renewals should be emailed to insurance@krinos.com.** Thirty (30) day written notice of cancellation must be provided for all the above referenced policies.

Supplier's insurance coverage shall in no way limit its indemnification obligations hereunder. The foregoing insurance requirements are subject to revision by Krinos by written notice, which revisions shall be deemed incorporated herein upon receipt of written notice thereof by Supplier.

15. Miscellaneous.

A. Independent Contractor. The parties are independent contractors hereunder and will not act as agents for or employee of one another, and nothing contained herein will create a partnership or joint venture between the parties.

B. Supplier Identification of Krinos as Distributor; Sales Support. Supplier agrees to identify Krinos as a distributor of Supplier's products at all industry trade shows in which Supplier participates. In addition, upon Krinos' request and at no additional cost to Krinos, Supplier will provide reasonable sales support for Products. The level and type of support shall be mutually agreed in writing attached hereto as an Exhibit.

C. Force Majeure. Neither party will be liable to the other party for any loss, delay, or failure to perform resulting directly or indirectly from fires, floods, riots, natural disasters, pandemics, epidemics, wars, terrorists' acts, civil unrests, strikes or other similar circumstances beyond either party's reasonable control. In the event of a force majeure occurrence, the disabled party will make all reasonable efforts to remove such disability within 30 days of giving notice of such disability. During such period, the non-disabled party may seek to have its needs, which would otherwise be met hereunder, met by others without liability to the disabled party hereunder.

D. Acquisitions by Krinos and Supplier. If Krinos acquires any additional operations (by way of stock or asset acquisition, merger, or otherwise, the "Acquired Operations") during the term of this Agreement, then the Acquired Operations' Products will be included under this Agreement for all purposes, effective from the date of the acquisition. If the Acquired Operations' program rates

from Supplier are superior to the rates provided for hereunder, then this Agreement will be deemed to be amended to reflect such program rates as of such date. If Supplier acquires the operations of another supplier of Krinos during the term of this Agreement, then the most favorable of the two suppliers' programs will apply to each product categories sold to Krinos by both suppliers.

E. Notices. Any written notices required in this Agreement may be made by personal delivery, overnight or other delivery service by recognized couriers, by registered or certified mail (return receipt requested), or by fax (with confirmed receipt) or email. Notices by fax will be effective when transmission is complete and confirmed; notices by email will be effective when transmission is complete and not rejected; notices by personal delivery will be effective upon delivery; notices by overnight or other courier delivery services will be effective when delivery is confirmed; and notices by mail will be effective upon receipt; The notice address for each party is set forth at the top of this Agreement and is subject to change upon written notice thereof.

F. Choice of Law; Venue; Waiver of Jury Trial. This Agreement will be governed and construed in accordance with the laws of the State of New York without reference to the choice of law provisions of any state. The local, state, and federal courts sitting in New York New York shall have exclusive jurisdiction over any dispute involving this Agreement, and the parties expressly agree to be subject to the jurisdiction of and venue in these specified courts. The parties hereby waive, to the fullest extent permitted by applicable law, any right to trial by jury of any claim, demand, action, or cause of action arising under this Agreement.

G. Counterparts. This Agreement may be executed in any number of identical counterparts, even if the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document, and by E-signature or wet signature. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile, and such execution and delivery will have the same force and effect of an original document with original signatures.

H. Waiver. The failure of either party to require the performance of an obligation under this Agreement or the waiver by either party of any breach hereunder shall not prevent subsequent enforcement of such obligation or be deemed a waiver of any subsequent breach.

I. Enforceability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will not be affected thereby, and the parties will use all reasonable efforts to substitute for such invalid, illegal or unenforceable provision one or more valid, legal and enforceable provisions that, as far as possible, implement the purposes and intents hereof.

J. Certain Definition. "Business Day" means any day other than a Saturday, Sunday or other day on which banks in New York, New York are authorized or required by law to be closed, excluding as a result of "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems, including for wire transfers, of commercially banking institutions in New York, New York are generally open for use by customers on such day.

K. Further Assurances. The parties hereto each agree to take such action and to execute and deliver such documents and instruments as any party may reasonably request to effectuate the terms of this Agreement.

L. Amendment. This Agreement may not be amended, nor may compliance with any condition or covenant be waived, except by a writing executed by both parties and, in the case of a waiver, the party waiving compliance.

M. Assignment. Neither party may assign any rights or delegate any obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not unreasonably be withheld or delayed; except that Supplier's consent shall not be required for the assignment of this Agreement by Krinos in connection with the sale of all or substantially all of the assets or businesses of Krinos (whether in the form of an asset sale, a stock or equity sale, merger, reorganization or otherwise).

N. Entire Agreement. This Agreement (including the exhibits and all orders and confirmations to the extent necessary to designate specific Products, quantities, delivery dates, and other similar terms that vary from order to order; but specifically excluding any additional or conflicting terms and conditions that may appear on any Supplier price list, invoice or credit application) constitutes the entire Agreement and understanding between the parties regarding the subject matter hereof, and supersedes and merges all prior discussions and agreements between them relating thereto.



In witness whereof, the parties have duly executed this Supplier Agreement by their duly authorized representatives as of the Effective Date.

Krinos Foods LLC

[Name of Supplier]

By: _____

By: _____

Name (printed/typed): _____

Name (printed/typed): _____

Title: _____

Title: _____

Date signed: _____

Date signed: _____

PRODUCTS AND PRICING**(Please check applicable pricing option)**

_____ See attached price list. Product pricing hereunder is based on the Supplier's national price list, as modified from time to time by written notice and as may be further negotiated locally between Supplier and Krinos.

_____ Pricing is established by the following methodology:

_____ See attached price list. Such pricing shall be fixed for a period of after the effective date, and thereafter any increase in prices must be preceded by at least sixty days advance written notice; price decreases will be effective immediately upon written notice.

Minimum Order for Pick Up: _____

Lead Time: _____

Minimum order for Delivery: _____

Lead Time: _____

List all available pick-up locations and the pick-up allowance associated with each:

_____ Allowance: _____

_____ Allowance: _____

_____ Allowance: _____

_____ Allowance: _____

INCENTIVE PROGRAM