

ADDENDUM TO AGREEMENT

ADVERTISING, MARKETING AND PROMOTIONAL SERVICES

This Advertising, Marketing and Promotional Services Addendum (this “**Addendum**”) is incorporated by reference and is made a part of the General Terms of Sale or similar agreement (the “**Agreement**”) between the Parties. All terms included in this Addendum shall be in addition to, and not in replacement of, those terms set forth in the Agreement. In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control. All capitalized terms not specifically defined in this Addendum shall be read to have the meaning given to those terms in the Agreement.

1. ENGAGEMENT AND SERVICES

- A. Scope of Services. This Addendum applies when Client engages Quad to perform any advertising, marketing or promotional services including, without limitation, campaign strategy, conceptualization and/or planning; content production, including creative, ad production, photography, video or audio production; print, broadcast, digital and/or out-of-home media planning, analytics and/or placement; customer insights and analytics; digital advertising, including CRM, display advertising, paid search, SEO, and social; managing influencer campaigns; and creative design, including packaging design.
- B. Agent Authority. Quad is authorized to act as Client’s agent in purchasing all the materials and services required to provide the Work on Client’s behalf or as otherwise specified in an Order, including without limitation any media. Quad agrees to secure Client’s approval of all substantial expenditures on Client’s behalf.

2. MEDIA PLANNING AND PLACEMENT SERVICES

- A. Media Buying. For the avoidance of doubt, any and all of Quad’s media rates are Confidential Information.
- B. Media Billing. It is understood that a basic principle of this agent relationship is that Client’s funds are to be in Quad’s hands in time for Quad to meet the payment dates of media owners and vendors (“**Vendor(s)**”) and that Quad will not finance the advertising spend of Client.
 - i. Client is solely liable for the payment of services provided by Vendors, including without limitation, content, production, delivery, and media, sourced by Quad in accordance with the terms of the Agreement. When Quad engages with Vendors on Client’s behalf, such services will be purchased for Client under the principle of sequential liability, and Quad, on behalf of Client, shall purchase only such services and media as approved by Client. If Client pays Quad in full and in accordance with this Agreement for Quad’s purchase of services sourced by Quad on behalf of Client, then Quad shall be solely responsible for paying for such services. If Client does not fully pay Quad in such a manner for such purchases, or if Client has not fully advanced payment to Quad for such services to enable Quad to make timely payments to such Vendors, then Client shall

be liable for, and be responsible to pay the Vendors and/or reimburse Quad, in full in accordance with the terms hereof.

- ii. Quad will use commercially reasonable efforts to secure Client's approval before making any expenditures or commitments for media on Client's behalf, and such approval will constitute approval of all costs and charges included therein.
 - iii. If payment is not received by Quad prior to the media commitment date and/or if Quad reasonably believes that Client will be unable to remit payment for any of its obligations hereunder, the order (and any other open orders) may be cancelled by Quad, and Quad may suspend its performance hereunder, in Quad's sole discretion. In the event of any such cancellation, Client will remit payments to Quad for all Services provided and expenditures made by Quad on behalf of Client as of the date of such cancellation.
 - iv. Quad shall use reasonable efforts to obtain invoices on a timely basis for media purchased for Client. However, Client shall remain responsible for payment or reimbursement, as applicable, to Quad for all media purchased (and where applicable, cancellation fees) regardless of the date of invoices and final billing to Client.
 - v. Quad reserves the right, in the event the Vendors are unwilling to confirm in writing that they agree to payment in accordance with the foregoing, or in the event Client's payment to Quad is not timely received or Client's financial condition otherwise becomes a concern to Quad (in Quad's reasonable discretion), to change the requirements as to terms of payment under this Agreement for new media and other items previously ordered (including the right to require payment in advance for Quad's Fee and media and other third party costs) as well as the right to cease work on Client's account and attempt to cancel media previously ordered.
 - vi. Client agrees that Quad, acting as an agent for Client, is not responsible for paying any late fees that are incurred as a result of Client not paying Quad in accordance with the terms hereof.
 - vii. Unless otherwise agreed to by the parties in an Order, all media and/or commission/fee billing will be rendered on a monthly basis, based upon estimated expenditures for each assigned product/brand.
- C. Media Vendors. Quad is not responsible for performance or non-performance by a Vendor, and Client agrees not to bring any suit or proceeding against Quad based upon such failures by a Vendor.
- D. Media Planning Materials. Quad makes no warranty with respect to media planning materials that are created in whole, or in part, based upon information created or supplied by third parties ("**Media Materials**") for which Quad played no role in their creation. These Media Materials include, but are not limited to, those materials, reports or plans that may be generated utilizing databases or information supplied

by Client or third-party vendors including, but not limited to, data providers, media vendors, bloggers, third-party media research, planning and placement tools , and third-party mailing list vendors/companies and telemarketers.

3. ADVERTISING AND MARKETING SERVICES

- A. Games and Sweepstakes. To the extent applicable, Client shall be responsible for all submissions, filings, and posting of bonds that may be necessary to comply with legal requirements of promotions, sweepstakes, contests and games conducted by or on behalf of Client.
- B. Advertising Claims. At Quad's request, Client will provide Quad with substantiation for all express or implied claims and representations regarding Client's products and services, Client's competitors' products and services and information regarding Client's industry or category, made in Deliverables.

4. TALENT AND INFLUENCER SERVICES

- A. Influencer Services. Certain Services may require Quad to engage talent, influencers, bloggers, endorsers or other third parties who maintain their own video channels, blogs or social media for the purposes of creating or distributing content that may relate to Client or its products or services ("**Influencers**"). Failure by an Influencer to comply with applicable laws or Client's guidelines shall not constitute a breach by Quad of this Agreement, it being understood that Quad's sole obligation with respect to such compliance is to include such compliance obligations in its agreements with Influencers.
 - i. In the event Client notifies Quad that any Influencer content published or distributed by Influencer in connection with this Agreement violates any applicable laws, Quad shall reach out to such Influencer and request such Influencer remove and/or revise such content.
 - ii. Client shall be responsible for reviewing and monitoring the activities of Influencers Quad procures on Client's behalf and taking all reasonable action to ensure compliance with applicable laws. Client's monitoring shall include: (a) review of Influencer content for appropriate disclosures regarding the Influencer's relationship with the brand; (b) review of Influencer content for supportable claims; (c) review of Influencer social media sites/pages for consistency with brand image and strategy; (d) review of Influencer social media sites/pages for compliance with Influencer contracts and applicable laws and applicable terms of service; and (e) addressing problematic Influencer content (e.g., if content lacks disclosures or makes unsupported claims).
 - iii. Client shall indemnify and hold Quad harmless from any against any Third Party Claim brought in connection with an Influencer's services except to the extent such claim relates to Quad's gross negligence or willful misconduct.
- B. Talent. To the extent required in an Order, Quad will execute production in a professional manner and hire talent, performers, singers, and musicians

(collectively, "**Talent**"). Subject to full payment by Client, Quad will pay this Talent. Client acknowledges that Quad is not a signatory to any union collective bargaining agreement, and that the hiring of Talent and the payment of compensation and benefits to such talent will not be subject to union obligations.

5. RESEARCH SERVICES

- A. Surveys. Client acknowledges and accepts that (i) the response rates to surveys and questionnaires cannot be predicted, will be provided as-is, and are not guaranteed by Quad, (ii) all figures will be estimates and subject to the limits of statistical errors/rounding up or down, and (iii) assumptions on which a Deliverable is based may not remain constant in translating a Deliverable from the controlled test environment to the real market place and any subsequent change in market conditions or to the test product could impact on the initial performance predictions including possible invalidation of a Deliverable.
- B. Research Data. Notwithstanding any other provisions of this Agreement, Quad shall be entitled to retain and use the data collected during the Services, which are an essential tool in the interpretation of data for Quad's clients, including Client.
- C. Use of Research Data. Client will be entitled upon the completion of Services to use the Deliverables including any research services for its bona fide and proper internal business purposes or other purposes specified in the Order. In no event will Client be entitled to grant licenses to others.