ADDENDUM TO AGREEMENT

DISTRIBUTION SERVICES

This Distribution 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. **APPOINTMENT AND SERVICES**

   A. <u>Appointment.</u> This Addendum applies when Client engages Quad, by and through itself or one of its subsidiaries, including Quad Logistics Services, LLC (Broker License MC 415566) (collectively, "**Broker Agent**") to arrange for transportation and/or distribution of Deliverables for Client from the place(s) of production to the Client's named place(s) of delivery ("**Distribution Services**").

   B. <u>Agent Authority.</u> Client appoints Broker Agent as its agent to provide the Distribution Services under this Addendum. Client grants Broker Agent the authority and permission, in all customs districts worldwide and on behalf of Client:

      i.   to make, endorse, sign, declare, or swear to any document required by law or regulation in connection with the distribution, transportation, or exportation of any Deliverables, including without limitation documents for the entry or withdrawal, declaration, certificate, bill of lading, or carnet for a Deliverable;

      ii. to perform any act or condition which may be required by law or regulation in connection with the distribution, transportation, or exportation of any Deliverables, including without limitation the issuance of bonds, appointment of customs or trade brokers to act as Client's agent;

      iii. to receive; endorse and collect checks issued for customs duty refunds, and generally to transact at the customhouses in any district any and all custom business in Client's name, including making, signing, and filing of protests under section 514 of the Tariff Act of 1930; and

      iv. to assist with the administration of valid cargo loss and damage claims. Client acknowledges and agrees that shipments arranged by Broker Agent may be subject to underlying carrier's rules tariff and limits of liability, and Broker Agent will have no any liability directly to Client for any loss, damage or delay to or in respect of the Deliverable(s) upon transfer to the carrier. Client retains the right to file cargo, loss and damage claims with the carrier directly.

   C. <u>Cooperation.</u> In the event that Broker Agent or a government, agency, or other jurisdiction requires any additional attestations, approvals, or documents for the distribution of the Deliverables, Client agrees to assist Broker Agent in the

1

execution of those additional documents or materials and reasonably cooperate with Broker Agent with respect to such requests.

2. CARRIER ENGAGEMENT

A. <u>Services.</u> Broker Agent will, as a broker and not a motor carrier, exercise reasonable care in the selection of carriers and shall only engage carriers that (i) hold operating authority and insurance in compliance with the applicable federal regulations, (ii) transport the Deliverables pursuant to a bill of lading no less favorable to Client than the Uniform Straight Bill of Lading, and (iii) settle claims for loss, damage or delay, if any, pursuant to 49 CFR 370.

B. <u>Obligations.</u> Broker Agent will enter into a separate agreement with each carrier it engages to provide the transportation of Deliverables. All agreements with such carriers will at a minimum contain terms and conditions relating to: (i) an obligation to transport Deliverables in a timely manner as specified on the bill of lading; (ii) rates and charges applicable to the transportation and related services; (iii) automobile liability, commercial general liability, workers' compensation and cargo liability insurance; (vi) non-recourse to Client for any non-payment of transportation charges; (v) indemnification by the carrier in favor of Broker Agent and Client; (vi) liability as established under 49 U.S.C. §14706 for the value of the Deliverables that may be lost or damaged while in transit; and (vii) waiver of any statutory or common law lien, security interest or other encumbrance against the property.

3. DISTRIBUTION BROKERAGE FEES; PAYMENT TERMS

A. <u>Distribution Services Fees and Expenses.</u> All Distribution Services Fees and Expenses will be provided on the applicable Order.

B. <u>International Fees.</u> Although Broker Agent will receive and pay all invoices and fees associated with the shipment of the Deliverables, Client is responsible and will pay all costs related the movement of international transactions, which may include but is not limited to the following: Goods and Services Tax (GST), Value Added Tax (VAT), Duty or Tariff, Harbor Maintenance Fee (HMF), Merchandise Processing Fee (MPF), Brokerage Fee, Courier Fee, Disbursement Fee, Import Security Filing (ISF) fee, Automated Export System (AES) for Filing fee, Electronic Export Information (EEI) fee, Single Entry Bond Fee, and Agency clearance fee (FDA, FCC, Fish/wildlife, etc.). These fees are charged and incurred, and will be billed to the Client, after the Deliverables are delivered to their final destination. For all international shipments, a separate International Handling Fee will be charged to Client for each entry.

C. <u>Payment Terms.</u> Payment Terms for any Distribution Services under this Addendum will be as stated on Broker Agent's invoice, unless the parties have otherwise agreed to in writing.

4. SHIPPING INFORMATION

A. <u>Delivery Terms.</u> For all U.S. domestic bound shipping, delivery will be made F.O.B. at Quad's place of shipment. For all non-U.S. bound shipping, delivery will be made F.C.A. (Incoterms 2020) at Quad's place of shipment.

B. <u>Shipping Information.</u> Client will provide Broker Agent with all necessary information for domestic and international shipments to permit Quad to prepare, complete, and file all documentation required for the shipment of Deliverables, including without limitation: Client Legal name and address, Client tax ID, Consignee Legal Name and address, Consignee Telephone Number, Consignee email address, Importer of Record if other than Consignee, Country of Origin for every component of a piece being shipped, including the raw materials for the piece such as paper, inserts, etc. (if any components are not a US/MX/CA good), Unit Value, Client's Incoterm with Client's Importer of Record, Currency of Settlement, Harmonized Tariff Schedule (HTS) code and, if required, any other information required for obtaining any proper license (e.g., EAR or ITAR) or in compliance with any law, rule or regulation relating to the particular Deliverable(s) being shipped.

C. <u>Failure to Provide Information.</u> To the extent that Client provides any inaccurate or incomplete information, or fails to provide any information to Broker Agent, Broker Agent will have no liability to the Client, and Client will indemnify and defend Broker Agent from any claims brought against it, arising out of or related to such inaccurate or incomplete information or failure to provide such information. In addition, Broker Agent will charge Client an International Resolution Fee for assisting in the resolution of any issues, delays, or claims arising from the inaccurate or incomplete information. If Client fails to provide any required information, Broker Agent will be excused from performance for any obligations it has with respect to the distribution or delivery of the Deliverables.

D. <u>Trade Show Materials.</u> For any trade show materials for use outside of the United States, Client is responsible for appointing its own Trade Show Agent Importer of Record, and providing Broker Agent with the requirements and terms required by the Trade Show Agent Importer of Record (commonly referred to as the Agent Packet).