

MASTER TERMS AND CONDITIONS
(Effective March 28, 2024)

Unless otherwise agreed to in writing by the Parties, and for purposes of this Subsection 5.1, writing may include email or an Order accepted by Company, the Parties agree to the following payment terms. These terms and conditions of sale (the “**Agreement**”) are applicable to any order placed by Taylor Corporation, or its applicable affiliates (each, “**Taylor**”), with you (“**Company**,” and together with Taylor, each a “**Party**” and together the “**Parties**”). In the event that the Parties have entered into any enforceable written agreement executed by both Parties (“**Other Agreement**”), the terms and conditions set forth in such Other Agreement shall control and supersede over any conflicting terms in this Agreement.

1. Engagement of Services.

- 1.1. Company shall supply the goods and/or services specified on any Order issued by Taylor or any written exhibit or Statement of Work agreed to by the Parties (collectively, such goods and/or services being the “**Deliverables**”). Nothing herein shall obligate Taylor to purchase Deliverables exclusively from Company, to purchase any specific volume or quantity of Deliverables, or purchase the Deliverables at a minimum or maximum frequency from Company.
- 1.2. To purchase Deliverables, Taylor shall issue a purchase order to Company (“**Order**”). Company must accept the Order on its exact terms, as supplemented by this Agreement. The Order supersedes all prior bids, quotes or forms. All costs and expenses associated with the Deliverables ordered through the Order will be stated on the face of the Order and Company will not incur any additional charges or expenses other than those clearly stated on such Order. Company shall be responsible for verifying all information on Orders, and shall notify Taylor immediately to discuss any discrepancies in an Order. Company may accept an Order by written confirmation or by performance of an Order (including but not limited to the shipment or performance of Deliverables).
- 1.3. Taylor’s sole and exclusive liability under this Agreement and any Order is payment for the Deliverables upon receipt in compliance with the terms of this Agreement and the applicable Order.
- 1.4. Taylor reserves the right to revoke or terminate, in whole or in part from time to time, any Order at any time before acceptance. Upon receipt of such notice, Company shall immediately discontinue work on the Order, unless such notice otherwise directs.
- 1.5. Company shall not substitute materials or accessories or deviate from the specified quantities without Taylor’s written permission. Taylor’s count shall be accepted as final on all shipments. Excess Deliverables shipped without Taylor’s permission may be returned at Company’s expense, including transportation both ways and all handling charges.
- 1.6. Taylor shall have the right at any time prior to the shipment of the Deliverables to make changes in specifications and/or delivery dates set forth in an Order. If any such changes cause an increase or decrease in cost or delivery time, Company shall notify Taylor in writing immediately and explain the amount and basis for any such adjustment in cost or delivery time. If Taylor accepts such adjustments, the Parties shall execute an amendment to the Order to evidence such adjustment or Taylor will issue a revised Order. If Taylor rejects such adjustments, Taylor shall have the right to cancel all or any portion of such Order without liability or penalty, except for the actual cost of production incurred by Company prior to cancellation.
- 1.7. In the event that Taylor’s client imposes additional requirements on Taylor’s use of subcontractors or vendors, Company shall comply with such additional requirements to the extent that such requirements are provided to Company in writing, and such additional

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requirements shall be deemed added to and incorporated herein by reference. For purposes of this Section, provided in writing shall include delivery via electronic (email, facsimile, e-commerce systems) or traditional (US Mail or other courier) delivery.

- 1.8. Company shall not make material commitments or production arrangements in anticipation of the receipt of an Order from Taylor, except at Company's own risk.

2. Delivery Terms.

- 2.1. Shipments must be made to meet the date specified in the Order. The Deliverables shall be delivered no earlier and no later than the date set forth in the Order, using the carrier and shipper number provided by Taylor, unless otherwise approved in writing by Taylor. Taylor may reject early shipments without prejudice to its right to require timely shipment or may accept said early shipments; provided, however, that Taylor reserves the right to withhold payment on premature shipments until the agreed delivery date. Time is of the essence in Company's completion and/or transfer of Deliverables to Taylor.
- 2.2. In the event an Order is not performed or delivery is not made by the time(s) specified, Taylor may terminate the Order and/or this Agreement. In the alternative, if Taylor accepts the Deliverables after the specified delivery date, Company shall bear any additional cost incurred by Taylor for expedited freight charges in shipping such Deliverables between the following locations, as applicable: (a) from Company to Taylor's location(s); (b) from Taylor's distribution center to Taylor's clients, and (c) directly from Company to Taylor's clients. In the event an Order requires delivery and/or performance at different times and/or places, and any such performance or delivery is not made by the time specified, Taylor may, in addition to the options listed in Section 2.2, cancel said delivery or performance while retaining the remainder of the order in full force and effect, or may cancel that entire order.
- 2.3. The remedies provided in this Section 2 are cumulative and additional to any other remedies provided by law or equity. The Company assumes all risk of loss or damage to all articles ordered (and other materials to be furnished by Company) until the Deliverables are accepted by Taylor. Company assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage even if Taylor has agreed to pay freight or other transportation charges.

3. Acceptance of Deliverables.

- 3.1. The Deliverables may be inspected and/or tested by Taylor at any time or place, and shall be subject to a final inspection upon receipt by Taylor. If any such inspection or test indicates that Deliverables and/or the Deliverables' parts, material or workmanship do not conform with the Order, and Company fails to promptly cure such non-conformity, such non-conformity shall be deemed a breach by Company. Payment for Deliverables of any order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Taylor may have against Company.
- 3.2. Acceptance of Deliverables shall not waive Taylor's right either to reject or return the Deliverables (or portion thereof) because of: (a) non-conformity with specifications; (b) defects, latent or patent; (c) breach of warranty or default. Failure by Taylor to reject non-conforming Deliverables shall not require Taylor to accept subsequent Deliverables if they

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have the same or any different non-conformity, defect or breach of warranty. Such rights shall be in addition to any other remedies provided by law.

- 3.3. Company shall accept such rejected or returned Deliverables and provide an immediate credit or refund at Taylor's option. Returns of rejected or returned Deliverables shall, at Taylor's option, either be shipped (a) pre-paid by Taylor and Company shall be charged back for shipping costs unless otherwise specifically agreed to by Taylor in writing or (b) using Company's shipper number, or, as an alternative, call tags approved by Taylor, for the return of the rejected Deliverables. If requested by Taylor, replacement of Deliverables should be done immediately and not pending return of such rejected Deliverables.
4. **Expectations of Company.** As a preferred vendor, Taylor expects Company to make continuing and demonstrable efforts to purchase or increase its purchases from Taylor affiliates. If Taylor determines, in its sole and exclusive discretion, that Company is not making continuing and demonstrable efforts to meet this expectation, Taylor may deem such failure to be a material breach of this Agreement and may terminate this Agreement.
5. **Payment Terms.**
 - 5.1. Unless otherwise agreed to in writing by the Parties, and for purposes of this Subsection 5.1, writing may include email or an Order accepted by Company, the Parties agree to the following payment terms. Company shall issue accurate monthly invoices as instructed by Taylor or as otherwise agreed upon in writing by the Parties. Taylor shall pay accurate invoices within sixty (60) days of receipt of the invoice. Company grants to Taylor a two percent (2%) discount if payment of accurate invoices is made within twenty (20) days of receipt of the invoice. No interest shall be due on late payments unless there has been prior written agreement of the Parties providing for such payment. Failure to submit an accurate invoice for any amounts owed by Taylor under this Agreement within ninety (90) days of the end of the month or as otherwise agreed may be treated by Taylor as a waiver by Company of Taylor's liability for the amounts due.
 - 5.2. Taylor shall be entitled to set off any amount owing to Taylor against any amount due or owing to Company with respect to any invoice, provided that both Parties agree that there is an outstanding amount owed.
6. **Rebates.** During the Term of this Agreement Company is encouraged to establish a rebate program for Taylor. In the event a rebate program is established, the terms thereof shall be set forth in a written agreement signed by both Parties.
7. **Most Favored Nation; Price Protection.**
 - 7.1. Company shall provide prices, terms and conditions for similar Deliverables to Taylor that are no less favorable than those provided to any other customer of Company. In the event that Company implements any price, rebate, term or condition that is more favorable than that or those provided to Taylor (or as then in effect for Taylor), Company shall promptly notify Taylor and this Agreement or any Order shall be deemed amended to include such price, rebate, term or condition effective as of the date Company first made such price, rebate, term, or condition effective for its other customer.
 - 7.2. Company's pricing and discounts must be competitive for like or similar quality products. Requests for price increases, penalty charges, additional surcharges and/or additional charges must be provided to Taylor at a minimum of forty-five (45) days before the effective date of the change, which for the avoidance of doubt will not apply to accepted

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Orders. Each increase proposal must be supported with a written justification of the cost increase in Company's price list to other customers. Taylor may submit an Order to Company for future orders at the then-current invoice prices, provided that Taylor submits the Order to Company prior to the effective date of the price increase.

- 7.3. Company represents and warrants that the Net Price of the Deliverables to Taylor is equal to or lower than the Net Price offered to any of Company's other customers for similar Deliverables. If Company enters into any arrangement with any third party wherein Company provides to that third party any Deliverables at a Net Price lower than the Net Price provided to Taylor, then Company shall immediately notify Taylor and the Net Price to the Taylor shall be adjusted to the lower Net Price. For purposes of this Agreement, "**Net Price**" shall mean the final price to be paid by Taylor or other applicable Company customer after deducting all discounts, rebates, payment terms, signing bonuses, returns, allowances, and other financial advantages provided to a third party.
8. **Reports.** Company shall provide quarterly reports (for the periods ending March 31, June 30, September 30 and December 31 of each year) to Taylor no more than fifteen (15) days after the end of each quarter. Unless otherwise agreed by the parties in writing, such reports shall at a minimum report purchases by Taylor by units and dollars, on-time delivery rating and each claim for any defect or other breach of an Order to Company during the relevant period.
9. **Data Privacy Requirements.**
- 9.1. During the term of this Agreement, Company may receive, process or store Personal Data from Taylor or its clients personal data protected by international, national, state or local laws restricting collection, use, disclosure, processing and free movement of such Personal Data ("**Privacy Regulations**"). "**Personal Data**" includes, but is not limited to names, addresses and other identifying information, financial information, personal health information, non-public personal information, and any other information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.. To the extent Company is in receipt of such Personal Data, in addition to taking all security measures required elsewhere in this Agreement for the protection of Confidential Information, Company represents and warrants that it will: (a) avoid any cross-border transfer, processing or maintenance of Personal Data without the prior written consent of Taylor; (b) maintain technical, organizational, and security measures designed to protect the confidentiality of the Personal Data; (c) not use Personal Data for any purpose other than fulfillment of this Agreement unless otherwise agreed in writing; (d) use at least the same degree of care to safeguard and to prevent unauthorized access, disclosure, publication, destruction, loss, alteration, or use of Taylor's Personal Data as Company employs to avoid unauthorized access, disclosure, publication, destruction, loss, alteration or use of Company's own information of a similar nature, but in any event not less than reasonable care; (e) not sell, rent, disclose, release, transfer, make available or otherwise communicate, Personal Data to a third party for monetary or other valuable consideration; (f) comply with all Privacy Regulations; and (g) otherwise comply with Taylor's written data security and privacy requirements, which Taylor may update from time to time. In the event cross-border transfers of Personal Data are contemplated, Company will enter into subsequent agreements or amendments to this Agreement as Taylor may reasonably require from time to time.

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- 9.2. Company will cooperate with Taylor to comply with all Privacy Regulations and any requests from individuals regarding Personal Data, including, without limitation, requests to access Personal Data and delete Personal Data. In addition, Company must promptly notify Taylor of any request you receive from a consumer to access information that Company or Company's agents collected or obtained from or on behalf of Taylor. In the event that Company provides any Personal Data to Taylor, Company represents and warrants that: (i) it has the right to use and have Taylor use the Personal Data; and (ii) the disclosure of Personal Data to Taylor complies with all applicable law, including the Privacy Regulations.
10. **Security.** In the event that Company has access to or is provided with Personal Data which is subject to applicable Privacy Regulations or in the event such requirements are required by Taylor's client, Company shall comply with the security provisions set forth in Exhibit B. Taylor shall have the right, either itself or through its agents, to audit Company's and its contractors' and permitted subcontractors' security program and/or security testing results, information security audit reports and relevant remediation records. Company shall comply with requests, and cause its contractors and permitted subcontractors to comply, at its or their expense, with all reasonable Taylor recommendations from any such audit.
11. **Quality Control and Assurance.** Company shall establish and maintain a Quality Control Plan ("***QC Plan***") to ensure that Company meets or exceeds the requirements of this Agreement. Company's QC Plan shall be subject to Taylor's approval and Taylor may evaluate all elements of Company's actual performance during the Term to ensure that the specifications and other conditions of this Agreement are being met.
12. **Business Ethics.** Company shall comply with Taylor's Statement of Business Ethics and Code of Conduct attached hereto as Exhibit A.
13. **Business Continuity Plan.**
- 13.1. Company shall take, and shall cause its contractors and permitted subcontractors (as applicable) at its or their expense, to take the necessary actions within thirty (30) days after the Effective Date to develop, implement and administer a Business Continuity Program ("***BCP***") for the Deliverables provided hereunder. The BCP shall address each of the following types of responses, each of which must be considered and accounted for in the event of a disaster ("***Event***"): Business Continuation Planning, Disaster Recovery Planning and Crisis Communication Planning. Company shall provide to Taylor a then current copy of its BCP and exercise result for each Company location involved in the provision of the Deliverables, including the location(s) of its recovery site(s) as they exist as of the Effective Date, and annually for the length of the contract upon request.
- 13.2. Company shall be responsible for developing and exercising the BCP to verify the recovery capability of critical processes and support Deliverables that the Company provides to Taylor. The BCP shall cover contingency strategies for coping with the prolonged unavailability of critical business processes, equipment, communications services, employees, buildings and access to buildings, and shall enable the recovery of business processes and the provision of the Deliverables following any disruption or outage that impacts service levels within recovery timeframes designated by Taylor.
- 13.3. Company shall, within five (5) days after the occurrence of any Event provide to Taylor a copy of the complete post-incident report, including a detailed account of the event, impact

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assessment, identified process or plan deficiencies, recommendations, action plan(s) and associated activity timelines.

- 13.4. Taylor shall have the right, either itself or through its agents, to audit Company's and its contractors' and permitted subcontractors' BCP exercise and test results, post-incident reports and relevant records relating to same, and, as applicable, Company shall comply, and cause its contractors and permitted subcontractors to comply at its or their expense, with all reasonable Taylor recommendations from any such audit.
14. **Consumer Safety.** Company represents and warrants that it complies with all applicable consumer product safety laws and regulations, including, but not limited to, the Consumer Product Safety Improvement Act of 2008 ("**CPSIA**") and California Proposition 65 ("**Prop 65**"). Company further represents and warrants that the Deliverables supplied to Taylor or Taylor's customers comply with all applicable consumer product safety laws and regulations, including, but not limited to, CPSIA and Prop 65 and any Deliverables are safe for any use, consumption or exploitation that is that is reasonably foreseeable.
15. **Immigration Issues.** Company will comply with all relevant immigration laws, statutes, rules, codes, orders and regulations ("**Immigration Laws**"). Further, Company has maintained, and at all times during the term of this Agreement, Company will maintain, all records required in accordance with the Immigration Laws.
16. **Waiver of Liens.** Company waives, and will require its permitted subcontractors and suppliers of any tier to waive, any and all liens and claims, and the right to file and enforce or otherwise assert any such liens and claims, against Taylor or its client's or Taylor's or its client's property or facilities for Deliverables provided hereunder.
17. **Representations and Warranties.** In addition to any representations and warranties provided elsewhere in this Agreement or in any Order, Company represents and warrants that: (a) the Deliverables shall conform to (i) the description, standards, samples, requirements, representations and/or specifications supplied or shown by or to Taylor, or generally used by Company and (ii) highest industry standards; (b) the Deliverables shall be of commercially acceptable quality and fit for the general purpose for which sold; (c) the Deliverables shall be free and clear of all liens and encumbrances; (d) the Deliverables shall be merchantable; (e) Company and all Deliverables shall fully comply with all domestic and foreign applicable federal, state, or local laws, rules, ordinances, or regulations and industry standards applicable to Company and the manufacture, sale, packaging (including labels), delivery and installation of the Deliverables; (f) Company has timely obtained, and shall maintain in full force and effect while working with Taylor, all applicable permits and licenses; (g) Company and its employees, agents, representative, subcontractors and other parties hired or engaged by Company shall comply with the terms of this Agreement and any other terms required by Taylor or its customers, upon provision to Company by Taylor of such additional terms; (h) when working at or around any of Taylor's facilities, Company will observe Taylor's rules and policies to the extent they are made known to Company, including without limitation, those rules involving health, safety, the environment, and security and (i) the Deliverables do not infringe the intellectual property rights of any third party.
18. **Indemnification.** Company hereby agrees to hold harmless, defend and indemnify Taylor, its clients, officers, directors, employees, agents and insurers from and against any and all claims, demands, lawsuits, losses, damages, expenses (including reasonable attorney fees) incurred by Taylor or brought by or resulting from claims by third parties against Taylor based upon or arising out of any actual or alleged: (a) accidents, injuries, and damages to persons or property that occur

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in connection with the use, sale or consumption of any Deliverable, (b) breach of representation, warranty, provision or obligation made in this Agreement or an Order; (c) violation of applicable law; (d) any act or omission by Company resulting in loss, improper access, inability to use or other compromise of Confidential Information, including any Security Breach (as defined in Exhibit C); or (e) infringement of the patent, trademark, copyright rights or any other intellectual property rights of third parties, unfair competition, including price discrimination, violation of the trade secret rights of third parties or any litigation based on any of the foregoing, or any investigation with respect thereto. In addition to the indemnification obligations set forth herein, in the event of any alleged or proven claim of infringement by the Deliverables, Company shall, at Taylor's option, either (x) procure for Taylor the right to use the Deliverables; (y) modify the Deliverables at no cost to Taylor so as to make the Deliverables non-infringing; or (z) refund all payments made by Taylor with respect to the Deliverables and take possession thereof at Company's expense.

19. Intellectual Property Rights.

- 19.1. Any and all inventions, materials, discoveries, patent applications, patents, copyrights, trademarks and trade names, commercial symbols, and trade secrets existing and owned by Taylor as of Effective Date, or made or conceived by Taylor employees during the Term of this Agreement, shall be and remain the sole and exclusive property of Taylor ("**Taylor IP**"). Taylor will have the right to use for its own purposes, any ideas, methods, techniques, materials and information provided to or otherwise obtained by Taylor as a result of this Agreement, without restriction, liability or obligation, except as may be specified herein.
- 19.2. Any and all inventions, materials, discoveries, patent applications, patents, copyrights, trademarks and trade names, commercial symbols, and trade secrets existing and owned by Taylor's client as of Effective Date, or made or conceived by Taylor's client's employees during the Term of this Agreement, shall be and remain the sole and exclusive property of Taylor's client ("**Client IP**"). Taylor's client will have the right to use for its own purposes, any ideas, methods, techniques, materials and information provided to or otherwise obtained by Taylor's client as a result of this Agreement, without restriction, liability or obligation, except as my be specified herein.
- 19.3. If the price to be paid is stated to include special components, including without limitation dies, jigs, tools, patterns, formulas, designs or algorithms ("**Special Components**") used in the manufacture or performance of the Deliverables, then such Special Components shall be and become Taylor IP. No Taylor IP, Special Components, drawings or specifications supplied to Company by, or otherwise belonging to Taylor, shall be used in the production, manufacture or design of any articles other than those called for by an Order, except with the written consent of Taylor. Articles manufactured using Taylor IP, Special Components, drawings or specifications shall not be furnished or quoted to any other persons or concern. Company shall not subcontract production of Deliverables (or components thereof) that contain Taylor IP without Taylor's express prior written consent, which may be granted, withheld or conditioned in Taylor's sole and absolute discretion.
- 19.4. Company assigns all Work Product to Taylor, and acknowledges and agrees that all Work Product shall be deemed a "work for hire" under the United States Copyright Act and shall become Taylor's Confidential Information. In the event Company should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Work Product generated hereunder, Company agrees to assign to Taylor, and hereby does assign to Taylor, without further consideration, and agrees to cause any of its employees and/or agents to assign to Taylor, its and/or their entire right, title and interest in and to all

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such Work Product. **“Work Product”** means any and all inventions, discoveries, improvements, deliverables, enhancements, developments, tangible and intangible work product, ideas, concepts, know-how and the writings in which any of the same are fixed in any media (including, without limitation, all images, templates, content, data, tooling, molds, dies, reports, templates, computer software, processes, source code, object code, and documentation and systems, concepts and business information) and intellectual property relating thereto made or developed either individually or jointly by Company or Taylor during the term of this Agreement that: (a) are suggested by or created by the Confidential Information of Taylor or Taylor’s customer(s); or (b) arise out of production of the Deliverables under this Agreement or any previous agreement with Taylor. Company agrees to assist Taylor in every manner possible to obtain and from time to time to enforce patents, copyrights or other rights in any and all countries, and shall execute documents and provide ongoing assistance to Taylor at Taylor’s expense, upon request by Taylor. No Work Product will be destroyed without the written authorization of Taylor. Company will, upon Taylor’s periodic requests and upon the expiration or termination of this Agreement, promptly deliver any and all Work Product and any work-in-progress to Taylor.

- 19.5. Upon termination or completion of an Order, Taylor IP, Client IP, Special Components, Work Product, drawings or specifications belonging to Taylor shall be returned to Taylor or disposed of by Company pursuant to Taylor’s instructions.

20. Confidentiality.

- 20.1. Company expressly agrees that the confidentiality and non-disclosure terms and conditions located in this Section 19 provided, however, that in the event the Parties have executed a non-disclosure or confidentiality agreement (“**NDA**”), this agreement shall be subject to the terms of such NDA and the terms of the NDA shall control over conflicting terms set forth herein.
- 20.2. The delivery or performance of Deliverables under this Agreement may result in disclosure by Taylor to Company, or discovery by Company, of information relating to Taylor’s business practices, customers, pricing, scheduling, purchasing, suppliers or other proprietary information of Taylor or its customers (“**Confidential Information**”). Confidential Information shall include, without limitation, (a) Personal Data (as defined herein); (b) customer lists and information; (c) business and marketing plans, developments and strategies; (d) financial statements, projections, analyses and other information related to costs and revenues; (e) product and equipment designs, concepts, specifications or enhancements and other technological developments and production techniques whether or not the subject of statutory trade secret protection, patents or pending patent applications; and (f) all other information provided by either Party of a proprietary and confidential nature (whether communicated by means of oral, visual or written disclosures. Other than Personal Data, Confidential Information shall exclude (and nothing in this Agreement shall prevent either Party’s use or disclosure of) any information, which (u) was in the possession of the Company at the time it was first disclosed by Taylor; (v) is or becomes publicly available other than as a result of a breach of these obligations by Company; (w) enters the public domain through sources independent of the Company through no fault of the Company; (x) was already known to Company or becomes available to Company from a source which was not known to be prohibited from disclosing such information; (y) was lawfully obtained by the Company from a third party not known by the Company to have obtained such information from Taylor under a continuing obligation

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of confidentiality in favor of Taylor; or (z) was at any time developed by the Company independent of any disclosure by Taylor.

- 20.3. Company shall maintain the Confidential Information of Taylor using such measures as it accords its own information of a similar nature and, in any event, shall exercise such care in protecting the Confidential Information of Taylor as a reasonably prudent person would exercise. Company further agrees that the Confidential Information of Taylor shall be used solely for the purposes of engaging in the discussions and evaluating the objective of delivering Deliverables hereunder (the “*Permitted Purposes*”) and, except for such limited purposes, such information shall not be used for its own benefit or be disclosed to any third party. Company may disclose the Confidential Information of the other only to its representatives solely for the Permitted Purposes, provided that each representative are subject to obligations of confidentiality at least as restrictive as those set forth herein and that Company shall be liable for the acts of its representatives and any and all other persons to whom it discloses the Confidential Information of Taylor.
- 20.4. Company agrees that its obligations contained herein apply also to, and be binding upon, all of its parent, subsidiary and affiliated companies, if any, and the successors and permitted assigns of any of such entities (collectively the “*Affiliates*”).
- 20.5. Company agrees that money damages would not be a sufficient remedy for any breach of these obligations and, in addition to all other remedies, Taylor shall be entitled to receive specific performance, injunctive or other equitable relief as a remedy for any such breach without the need of showing insufficiency of remedy at law or posting a bond.
- 20.6. Company acknowledges that Taylor may be presently engaged in the development or implementation of business operations and technology of the same kind and nature as Company. No disclosure by Company of any information to Taylor shall in any way obligate Taylor to discontinue its involvement in such business(es).
- 20.7. In the event that Company, its representatives or Affiliates is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Company shall promptly give notice to Taylor so that Taylor may seek to quash such compulsion or to obtain an appropriate protective order. Company agrees to cooperate with Taylor in the contesting of any compelled disclosure. In the event Taylor does not quash such compulsion, and whether or not a protective order is obtained, the Party under compulsion shall disclose only such limited portion of the Confidential Information of Taylor, as is required to avoid sanction by the court having jurisdiction of such matter.
- 20.8. In the event of a known or suspected unauthorized release of Taylor or its client’s Confidential Information, Company will: (a) notify Taylor as soon as possible, and within twenty-four (24) hours in the event of a confirmed security compromise; (b) mitigate, to the extent practicable and reasonable, any harmful effects of such disclosure or other security breach; (c) provide all necessary or requested cooperation to identify any third parties that received or obtained any Taylor or its client’s Confidential Information; (d) take all necessary or requested efforts to recover such Confidential Information on Taylor’s behalf; (e) cooperate with Taylor and its client(s) in providing any notices regarding unauthorized access to or release of Confidential Information as required under any applicable regulation, rule or law or as required by Taylor in its sole discretion; and (f) take commercially reasonable or requested steps to prevent a recurrence of a security

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breach in future. In the event of a security breach, Taylor may also at its option terminate this Agreement and obtain a prorated refund of any pre-paid fees for the Term.

20.9. Company represents and warrants that it shall delete and permanently destroy Confidential Information (1) upon request by Taylor, and (2) promptly after completion of the Deliverables; provided, that the Confidential Information is no longer necessary or required to be retained under applicable law and not otherwise required (or requested by Taylor) to be retained to facilitate future performance of Deliverables by Company. Upon request, Company will deliver to Taylor written certification of its compliance with this paragraph signed by an authorized representative of Company and will confirm in such certification that the media and/or device on which such information Confidential Information was stored has been securely erased.

21. **Drop Ship Vendors and Subcontractors.** In the event Company is a drop ship vendor or acting as a subcontractor on behalf of Taylor, Company expressly agrees to the additional terms and conditions contained in Exhibit C to this Agreement.

22. **Non-Solicitation.** All specifications, documents, artwork, or drawings delivered to Company by Taylor or Taylor's customer remain Taylor's property or the property of Taylor's customer, as the case may be. The information is delivered solely for the purpose of Company's performance of work issued by Taylor and on the express condition that neither Company nor the information contained therein shall be disclosed to others nor used for any purpose other than in connection with an order placed by Taylor without Taylor's prior express written consent. Taylor reserves the right to request that Company return all such information to Taylor upon Taylor's written request. During the period that Company is providing Deliverables to Taylor, and for a period of twenty-four (24) months thereafter Company agrees not to solicit for employment any employees or sales people of the other Party with which it has had contact with as a result of this Agreement unless such hiring results from advertising to the general public. Company agrees that it will not use Taylor's Confidential Information (as herein defined) to solicit any of Taylor's clients for whom Company is engaged for the sale of goods by Company to such end clients. Each Party's obligations under this paragraph shall survive the cancellation, termination or other completion of this Agreement.

23. **Insurance.** Company shall obtain, at Company's own expense and keep in effect while working with Taylor, the following insurance coverage:

Type of Insurance	Limits of Liability
Commercial General Liability (including products liability, personal injury liability and contractual liability)	US \$2,000,000 per loss/annual aggregate
Professional Liability/Errors and Omissions	US \$2,000,000
Cyber Liability	US \$2,000,000
Automobile Liability (including owned, non-owned and hired autos)	US \$2,000,000/per accident covering bodily injury and physical damage
Workers' Compensation	As required by statute
Employer's Liability	US \$1,000,000.00

The Professional Liability insurance shall cover all work performed by Company under the agreement. Coverage shall be in place prior to the start of any work. The Company agrees to carry the Professional Liability insurance for a period of three (3) years after the conclusion of the

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Agreement or alternatively, purchase tail coverage for a period of three (3) years after completion of Deliverables have concluded.

Company shall carry Cyber/Network Security and Data Privacy Liability Policy as stated above including but not limited to: (a) unauthorized use of or access to computer systems (including mobile devices), servers, Confidential Information, Personal Data, or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect Confidential Information, other confidential or proprietary information (whether personal or commercial) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyberterrorism; (e) the costs for notification (whether or not required by statute), credit file or identity monitoring, identity restoration, public relations experts, or legal experts; (f) third party liability including a failure of network security affecting Taylor; (g) cyber extortion and cyber terrorism; and (g) no exclusion for actual or alleged breaches of professional services agreements associated with the foregoing. Such coverage may be combined with the Professional Liability insurance.

Each policy required under this Section must: (a) insurance coverages acquired from insurers with an A.M. Best Rating of A- VII or better, (b) cover Taylor, its affiliates and their respective directors, officers, employees and agents as additional insureds; (c) be primary and noncontributory and completely exhausted before Taylor's coverages, if applicable, will respond; and (d) completely waive subrogation against Taylor and the other additional insureds.

Supplier agrees to cooperate with Taylor and its agents regarding any and all insurance claims. Supplier must notify Taylor promptly and as soon as practicable of any occurrences, claims, or suits arising from or involving the Deliverables or any work performed. Furnishing of acceptable evidence of insurance does not relieve Supplier from liability or obligation under this Agreement.

If any of the above policies are canceled or expire, Supplier shall immediately notify Taylor and Taylor may obtain and maintain such insurance in name of Supplier, payable by Supplier. Any subcontractors utilized by Supplier in the creation or performance of the Deliverables shall be required to carry the same or better than the insurance requirements as set forth in this Section.

24. Audits and Inspections.

- 24.1. Company will maintain complete and accurate records (a) relating to the Deliverables purchased by Taylor; (b) required to be maintained by local, state or federal law; and (c) as may reasonably be requested by Taylor.
- 24.2. Subject to Taylor's obligations regarding Confidential Information, Taylor, its client or any third party designated by Taylor, may conduct an audit and/or inspection of the records and facilities of Company, Company Affiliates and their respective agents, representatives and subcontractors used in performance of this Agreement and relating to the Deliverables to the extent reasonably necessary to determine Company's compliance with this Agreement. Taylor's audit, inspection, or failure to conduct any such audit or inspection, will not release Company from any of Company's obligations in this Agreement, nor will receipt of any Deliverables release Company from its obligations or liability under this Agreement. Company will provide Taylor, Taylor's client or its third party designee conducting the audit or inspection with reasonable assistance, including without limitation access to buildings, appropriate personnel, and work space.

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- 24.3. Company will notify Taylor promptly after Company is aware of (a) any failure of the Deliverables to meet the requirements of this Agreement; (b) any failure by Company to comply with any provision of this Agreement; or (c) any inquiry, investigation or inspection by any governmental authority relating to or with the potential to impact Company's obligations under this Agreement. Under any of these circumstances, Company will provide Taylor and/or its client a copy of any reports or other documents related thereto; and in the event Taylor determines that Company has overcharged Taylor or its client for any Deliverables, Taylor will notify Company of the amount of such overcharge, and Company will pay to Taylor or its client within thirty (30) calendar days the amount of the overcharge, plus the cost of the audit if the price discrepancy equals or exceeds the lesser of five percent (5%) or \$50,000.
25. **Changes to Terms and Conditions.** Company agrees to be bound by all of the terms, conditions contained in this Agreement. Taylor may modify the terms and conditions by posting the most up to date terms and conditions on www.poterm.com. Such changes shall be effective for all transactions between Taylor and Company after the date of the notice or posting.
26. **Inconsistent Documents Ineffective.** No proposal, purchase order, order confirmation, acceptance, or any other document provided by Company, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with the provision of Deliverables to Taylor, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. In the event of any ambiguity or conflict between any of the terms and conditions of this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control, unless the Parties have expressly provided in such Order that a specific provision in these terms and conditions are amended, in which case these terms and conditions shall be so amended, but only with respect to such Order.
27. **Notices.** All notices that are required to be given or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if delivered in person, mailed by registered or certified mail (return receipt requested), or sent by commercial expedited delivery service, to the addresses listed above or such other address as any Party hereto shall have designated by notice in writing to the other Party hereto. Any notice to be given by a Party may be given by any attorney(s) then authorized to receive copies of notices hereunder. Any notice or other communication shall be deemed given when received or requested. Copies of all notices to Taylor shall also be sent to: 1725 Roe Crest Drive, North Mankato, MN 56003, Attn: General Counsel.
28. **General.** This Agreement shall be deemed to have been negotiated, made and entered into in the State of Minnesota and any and all performance hereunder, or breach hereof, shall be interpreted, governed and construed pursuant to the laws of the State of Minnesota without reference to choice of law provisions. The Parties hereto hereby acknowledge and consent to personal jurisdiction and venue exclusively in Nicollet County, Minnesota. This Agreement shall be binding upon the Parties, their representatives, successors, administrators and assigns. This Agreement and the Deliverables, rights and obligations herein may not be assigned or delegated in whole or in part by Company to any third party without the prior written consent of Taylor. The Parties agree that Company is an independent contractor and not an employee, agent or representative of Taylor. This Agreement does not constitute a partnership, joint venture, agency, employee/employer or any other similar relationship between the Parties. This Agreement, together with the applicable Order, the NDA and any exhibits and attachments specifically referenced herein constitutes and contains the entire agreement between the Parties with regard to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto and may not be changed,

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modified, amended or supplemented without the written consent of both Parties (except as otherwise provided in Section 25 hereof). If any portion of this Agreement shall be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired. The waiver by any Party of the other Party's non-compliance with any obligation or responsibility herein shall be ineffective unless given in writing and shall not be deemed a waiver of other instances of non-compliance or of any Party's remedies for such non-compliance. Company shall not make any public release, announcement or other form of publicity concerning this Agreement. If any litigation shall be commenced to enforce, or relating to, any provision of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney fees reimbursement of such other costs as it incurs in prosecuting or defending such litigation.

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EXHIBIT A
STATEMENT OF BUSINESS ETHICS

Company is expected to be honest and act in good faith. The following statements support this policy. Company is also expected to support and comply with these policies. Failure to do so may result in discontinuance of business relationships.

1. **PROVISION OF GIFTS OR OTHER BENEFITS.** Company should not offer or provide gifts, trips or other personal benefits to any Taylor employee.
2. **CORPORATE FUNDS.** Any Taylor liability to the Company is to be satisfied only by submission of an appropriately detailed invoice to Taylor.
3. **COMPLIANCE WITH LAWS.** Company is expected to comply with all applicable laws and regulations in the conduct of its business with Taylor.

CODE OF CONDUCT

Taylor strives to work with vendors and suppliers who treat their employees with dignity and respect, adhere to applicable laws and regulations, and make their products in an environmentally sustainable manner. Accordingly, we require Company and any subcontractor or supplier of Company to comply with the following Code of Conduct.

1. **Forced Labor:** Company shall not use forced labor, whether in the form of prison labor (except convicts or prisoners on parole, supervised release or probation, or in any penal or reformatory institution), indentured labor, bonded labor, or otherwise.
2. **Child Labor:** Company shall not employ people younger than sixteen (16) years of age, or the minimum age for completing compulsory education in the country of manufacture, whichever is higher.
3. **Harassment and Abuse:** Company shall treat every employee with respect and dignity, and shall not subject any employee to physical, sexual, psychological, or verbal harassment or abuse.
4. **Nondiscrimination:** Company shall not subject any person to discrimination in employment (including hiring, salary, benefits, advancement, discipline, termination, or retirement) on the basis of gender, race, religion, age, disability, national origin, or other legally protected classes.
5. **Health and Safety:** Company shall comply with applicable environmental laws and regulations and provide a safe and healthy working environment to prevent accidents and injury to health occurring within or arising out of the course of work, or as a result of the operation of employer facilities.
6. **Freedom of Association and Collective Bargaining:** As required by applicable law, Company shall recognize and respect the right of employees to freedom of association and collective bargaining.
7. **Wages and Benefits:** Company shall pay employees at least the minimum wage required by local law, or the prevailing industry wage if no minimum wage law applies, and shall provide legally mandated benefits.

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8. **Hours of Work:** Company shall not require employees to work more than 60 hours a week except in extraordinary business circumstances. Company shall grant employees at least one day off in every seven-day period except in extraordinary business circumstances.
9. **Overtime Compensation:** In addition to their compensation for regular hours of work, Company shall compensate employees for overtime hours at the applicable premium rate in their country. In countries that have not established premium overtime rates, Company shall not pay employees less than their regular hourly rate for overtime hours.
10. **Monitoring and Compliance:** To ensure compliance with the Code of Conduct contained herein, Taylor shall have the right to monitor Company's factories through audits by Taylor and/or third parties, and visits by Taylor personnel. Taylor seeks relationships with suppliers that are committed to manufacturing under fair and safe labor conditions and sound environmental practices. If Taylor determines that Company does not comply with Taylor's Code of Conduct, Taylor may work with Company to develop and implement an appropriate corrective action plan. Nevertheless, depending upon the circumstances, Taylor, in its sole discretion, may elect to end its relationship with Company at any time for Company's failure, as determined solely by Taylor, to adhere to Taylor's Code of Conduct.

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EXHIBIT B
SECURITY REQUIREMENTS

This Security Requirements Exhibit describes the process and control requirements that must be implemented and maintained by Company at its own cost and expense, throughout the terms of the provision of Deliverables under this Agreement in the event Company receives, processes, stores or otherwise accesses any Taylor Information (as defined below). These minimum requirements are intended to ensure that reasonable administrative, technical, and physical safeguards and measures are in place to protect against unauthorized access, acquisition, use, theft, misuse, disclosure, manipulation or reproduction or Breach of Security with respect to any Taylor Information (as defined below).

For purposes of this Exhibit, “*Taylor Information*” means any Confidential Information, Personal Data, Work Product (as those terms are defined in the Agreement) and any other nonpublic information Taylor owns, maintains, or licenses on behalf of itself or its clients, employees, agents, contractors, subcontractors or affiliates), to which Company or its employees, agents, or subcontractors receive, process, store or otherwise access. Without limitation, this Exhibit is designed to comply with the requirements of all applicable international, state and/or federal laws and regulations pertaining to the protection of Taylor Information; accordingly, all definitions and requirements should be read broadly to encompass such laws and regulations as may be enacted and amended from time to time, including, but not limited to, Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 *et seq.*, and any regulations adopted thereto, including Regulation S-P, and M.G.L. ch. 93H, and any regulations adopted thereto, including the Massachusetts Standards for the Protection of Personal Information (201 C.M.R. 17.00 *et seq.*), the California Consumer Privacy Act of 2018 (and any other similar state or federal law), the General Data Protection Regulation (and any other similar international law) and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). Taylor reserves the right, in its sole discretion, to institute additional requirements as deemed necessary to protect Taylor Information, and notice of such requirements will be communicated in advance to Company.

The requirements set forth herein are based on domestic and international standards, applicable legislation and regulation, including but not limited to:

- International Organization for Standardization 27002(ISO/IEC 17799:2005)
- Legal and regulatory requirements, including but not limited to: (1) Gramm-Leach Bliley Act and implementing legislation and regulations; (2) Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth, (201 CMR 17:00 *et seq.*); (3) The Health Insurance Portability and Accountability Act of 1996; (4) California Consumer Privacy Act of 2018; (5) the General Data Protection Regulation; and (6) Any other applicable federal or state law or regulation prescribing standards for the privacy or security of personal information

In addition to the requirements identified in this Exhibit, Company agrees to implement, and Company represents and warrants that it has and will implement, all commercially reasonable and appropriate methods, consistent with industry standards, identified best practices and applicable legal and regulatory guidance relating to information privacy and data security, in order to ensure the security, integrity and confidentiality of Taylor Information. Such methods must be consistent with the safeguards for the protection of personal information or information of a similar character set forth in any state or federal law or regulation, and must apply to Taylor Information, whether in electronic or paper form. A breach of the requirements set forth in this Exhibit may result in Taylor not having an adequate remedy at law, consequently Taylor has the right to seek injunctive relief for a breach or threatened breach of this Exhibit, without the requirement of posting a bond. Company’s continued adherence to this Exhibit is a condition to continuing to do business with Taylor. In the event that Company fails to adhere to the requirements of

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this Exhibit, Taylor reserves the right to terminate the Agreement pursuant to the breach section of the Agreement.

1. Technical Control Requirements:

- 1.1. Systems and systems media that store, process, or transmit Taylor Information, target systems, must be protected against unauthorized access, acquisition, use, theft, loss, disclosure, manipulation, damage or interference to the security, confidentiality or integrity of such information. Controls must be in place to address the following: (a) Reasonable security perimeters shall be used to protect areas that contain Taylor Information and information processing facilities; (b) Taylor Information must reside in dedicated secure areas and must be protected by appropriate entry controls to ensure that only authorized personnel are allowed access; (c) Reasonable physical protection against damage from fire, flood, earthquake, explosion and other forms of natural or man-made disaster shall be designed and applied; and (d) Physical protection and guidelines for working in secure areas shall be designed and applied.
- 1.2. Systems and systems media that store, process, or transmit Taylor Information, must also be protected to prevent against unauthorized access, acquisition, use, theft, misuse, disclosure, manipulation, loss, damage, theft or other compromise of the security, confidentiality or integrity of Taylor Information. Controls must be in place to address the following:
 - a. Systems shall be sited or protected to reduce the risks from environmental threats and hazards, and opportunities for unauthorized access or use.
 - b. Systems shall be protected from power failures and other disruptions caused by failures in supporting utilities.
 - c. Power and telecommunications cabling carrying data or supporting information services shall be protected from interception or damage.
 - d. Systems, media or software containing Taylor Information shall not be taken off-site without prior authorization provided that all Taylor mandated precautions have been implemented and maintained (e.g., laptop encryption).
 - e. Systems, media or software containing and transmitting Taylor Information must be encrypted.
 - f. All items of equipment containing storage media shall be checked to ensure that any Taylor Information and licensed software has been removed or securely overwritten prior to disposal.
 - g. Remote Access to the Company network shall require two factor authentication for all employees, administrators and third parties. Records must be maintained of all individuals with remote access to systems and applications processing or storing Taylor Information along with the business justification for such access and explicitly communicated to Taylor prior to implementation of remote access.
 - h. Intrusion Detection Systems (IDS) /Intrusion Prevention Sensors (IPS) are actively maintained, monitored, retained for a minimum of 13 months of logs offline and 90 days of logs online and track the following event information:
 - i. Unique identifier;
 - ii. Date;
 - iii. Time;
 - iv. Priority level identifier;

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- v. Source IP address;
 - vi. Destination IP address;
 - vii. Event description;
 - viii. Notification sent to security team;
 - ix. Event status.
- 1.3. To protect the confidentiality, security and integrity of Taylor Information, detection, prevention, recovery controls and user awareness procedures must be implemented to protect against malicious code and vulnerabilities.
- 1.4. To ensure the confidentiality, security and integrity of Taylor Information in networks and the protection of the supporting infrastructure, controls must be in place to address the following: (a) Networks and infrastructure components shall be adequately managed and controlled, in order to protect Taylor Information from all identified or reasonably anticipated threats or hazards, and to maintain security for the systems and applications using the network and infrastructure component, including Taylor Information in transit and at rest; (b) Physical and logical access to diagnostic and configuration ports shall be controlled and formally reviewed periodically for appropriateness; (c) Routing controls shall be implemented for networks to ensure that computer connections and information flows do not breach the access control policy of the business applications; and (4) Media containing Taylor Information shall be protected against unauthorized access, acquisition, use, theft, loss, disclosure, manipulation or other compromise during transportation beyond the organization's physical boundaries and include appropriate tracking mechanisms.
- 1.5. To ensure authorized user access and to prevent unauthorized access to or use of information systems processing, transmitting or storing Taylor Information, the following controls must be in place:
- a. All authorized users must have a unique identifier (user ID) for their personal use only, and a suitable authentication technique shall be implemented and maintained to substantiate the claimed identity of a user;
 - b. Security settings on each system containing Taylor Information must meet the following minimum levels:
 - i. Password complexity requires at least three of the following four: One upper case and one lower case alphabetic character, one numeric character, and one special character;
 - ii. Minimum password length is set to 8 characters.
 - iii. Passwords change interval is a minimum of five days and a maximum of 90 days.
 - iv. The previous 24 passwords are retained.
 - v. Passwords are stored in an encrypted format.
 - vi. Accounts are locked out after five failed log-on attempts.
 - vii. Accounts are required to be locked for 30 minutes prior to the system automatically unlocking the account.
 - viii. First time passwords for new users shall be set to a unique value and new accounts are forced to change passwords on initial log-on.

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- ix. Systems are automatically timed out / password locked after 15 minutes of inactivity and require authentication to continue.
 - x. Accounts inactive in excess of 90 days are locked or disabled.
 - xi. All new inactive user accounts will be disabled after 10 days.
 - xii. All temporary accounts for Contractors or other non-employees must be set to expire every 90 days.
 - xiii. Passwords should be selected which cannot be found in the dictionary.
 - xix. Users shall not share their account passwords or other authentication mechanism with other users, write them down, code or script them in clear text.
- 1.6. To protect the security, confidentiality and integrity of Taylor Information and to prevent errors, loss, unauthorized modification or misuse of Taylor Information in applications, controls must be in place to address the following:
- a. Data input to applications shall be validated to ensure that data is correct and appropriate.
 - b. Validation checks shall be incorporated into applications to detect any corruption of information through processing errors or deliberate acts.
 - c. Requirements for ensuring authenticity and protecting message integrity in applications shall be identified, and appropriate controls identified and implemented.
 - d. Data output from an application shall be validated to ensure that the processing of stored information is correct and appropriate to the circumstances.
 - e. Access to program source shall be restricted.
 - f. The implementation of changes shall be controlled by the use of formal change control procedures.

2. Managerial Control Requirements:

- 2.1. To ensure authorized user access and to protect the confidentiality, security and integrity of Taylor Information and to prevent unauthorized access to or use of information systems processing, transmitting or storing Taylor Information, controls must be in place to address the following:
- a. The allocation and use of privileges shall be restricted to those individuals with a legitimate need to know or have such privileges in order to perform the Deliverables and such privileges must be controlled by an owner / steward responsible for granting privileges to appropriate individuals.
 - b. Management shall review users' access rights at regular intervals using a formal process and retain supporting evidence of the review process.
 - c. Duties and areas of responsibility shall be segregated to reduce opportunities for unauthorized access or use or unintentional modification or misuse of Taylor Information;
 - d. A clear desk policy for papers and removable storage media and a clear screen policy for information processing facilities shall be adopted.
 - e. Users shall only be provided with access to the services that they have been specifically authorized to use.

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- f. The access rights of all employees, contractors and third party users to Taylor Information must be immediately removed upon termination of their employment, contract or agreement, or otherwise immediately adjusted upon change in responsibilities in which such access is no longer necessary.
- 2.2. To ensure the confidentiality, security or integrity of Taylor Information the following controls must be in place: (a) A reasonable set of procedures for information labeling and handling shall be developed and implemented that classifies data based on its sensitivity, availability and legal requirements; (b) Rules for the acceptable use of information and assets containing Taylor Information shall be identified, documented, and implemented; (c) Security roles and responsibilities of employees shall be defined and documented; (d) All employees of the organization and, where applicable, contractors and third party users shall receive appropriate awareness training and regular updates in organizational policies and procedures; and (e) All Company employees, contractors and users are prohibited from removing Taylor Information from secure areas in any form regardless of the form and media used, unless explicit consent has been granted by Taylor, and further provided that Taylor requirements pertaining to such information have been maintained.

3. Operational Control Requirements:

- 3.1. To ensure that employees, contractors understand their responsibilities, and are suitable for the roles they are considered for, and to reduce the risk of theft, fraud or misuse of facilities, and to protect Taylor Information against unauthorized access, acquisition, use, theft, misuse, disclosure, manipulation, or reproduction the following controls must be in place: (a) Background verification checks on all Company candidates for employment, contractors, and users that have access to Taylor Information shall include at a minimum Criminal Felony & Misdemeanor (last 7 years), Federal Criminal Records Search, Widescreen Plus National Criminal Search, Prohibited Parties (includes OFAC and PLC), Global Sanctions and Enforcement Check (GSEC, Social Security Validation (SSN), Social Security Number Trace, Employment Report (unlimited employers – last 10 years), Education Report, Drug Testing and be carried out in accordance with applicable law and (b) Security roles and responsibilities of employees, contractors and users shall be defined and documented.
- 3.2. To ensure immediate notification to Taylor in the event of a Breach of Security, as defined in the Agreement, of Taylor Information, Company must implement and maintain the following controls: (a) Information security events, including but not limited to errors, that could cause a Breach of Security of Taylor Information must be reported to Taylor immediately; (b) All Company employees, contractors and users of information systems and services must be required to note and report any observed or suspected security weaknesses in systems or services and must be required to report any actual or suspected Breach of Security of Taylor Information; and (c) Company must cooperate with Taylor in the investigation, documentation, and collection of evidence with respect to any information security incident of Breach of Security involving Taylor Information.
- 3.3. To reduce interruptions to business activities and to protect Taylor Information from the effects of major failures of information systems or disasters and to ensure their timely resumption, a process shall be developed and maintained for business continuity throughout the organization that addresses the information security requirements needed for the organization's business continuity, as specified in the Agreement.

4. Breach of Security:

- 4.1. Company will immediately (and no later than 24 hours after discovery or reasonable suspicion) notify Taylor of any circumstances involving (i) a Security Breach involving Taylor

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Information or (ii) a reasonable belief by Company that there may be a Security Breach involving Taylor Information (the “**Notification**”). “**Security Breach**” means any actual or suspected unauthorized access to, encryption or use of Taylor Information, whether by internal or external source, and whether such Taylor Information is in electronic, paper or any other format, including without limitation, the following: unauthorized access to or use of Taylor Information while located on a computer, server, website, database; interception of Taylor Information while in transit over the Internet, unauthorized access to, acquisition or use of paper files, or unauthorized use of an ID or password. In addition to the Notification, no later than one (1) day after detection or notification of an actual or suspected Security Breach, Company will also provide Taylor with a written report (the “**Report**”) summarizing the Breach of Security which will include, at a minimum, the following information: date, time, description, how the Security Breach was detected, systems and or data, including but not limited to Taylor Information, subject to unauthorized access, root cause, corrective action taken to date and any additional planned or required corrective actions. Such Report must contain sufficient detail to enable Taylor to comply with any and all legal and regulatory requirements resulting from such Breach of Security. For purposes of this Agreement, The Notification required will be communicated by phone and by facsimile, and the Report will be communicated by facsimile and overnight delivery service using the following contact information: General Counsel, 1725 Roe Crest Drive, North Mankato, MN 56003, Telephone: 507-625-2828, Fax: 507-625-5895.

- 4.2. In the event of a Security Breach involving or relating to Taylor Information, Company will reimburse Taylor for all documented costs and expenses) incurred by Taylor arising out of or in connection with any such Security Breach (“**Breach Costs**”). Company shall cooperate with Taylor in all material respects following a Security Breach. . Notwithstanding the indemnification obligations in the Agreement, Breach Costs include, without limitation, Taylor’s documented external costs associated with investigating, addressing and responding to such Security Breach, including but not limited to: (i) preparation and mailing or other transmission of legally required notifications as determined by Taylor in its sole discretion; (ii) preparation and mailing or other transmission of other communications as may be required to customers, agents or others as Taylor deems reasonably appropriate; (iii) establishment of a call center or other communications procedures in response to such Security Breach including but not limited to customer service FAQs, talking points and training; (iv) public relations and other similar crisis management services; (v) legal, accounting, forensic or other investigatory service expenses and fees associated with Taylor’s investigation of and response to such Security Breach; (vi) costs and fees for commercially reasonable credit monitoring, reporting and identity theft insurance services that are associated with legally required notice or otherwise advisable under the circumstances as determined by Taylor in its sole discretion; and (v) fines and any other financial penalties levied against Taylor or its clients as a result of the Security Breach in any regulatory or government action or investigation; (vi) third party claims by Taylor clients, Company agrees not to notify any regulatory authority, customer, or other third party, on behalf of Taylor regarding any Security Breach, unless Taylor specifically requests in writing that Company does so or notification is required by applicable law.

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EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS
FOR DROP SHIP VENDORS AND SUBCONTRACTORS

1. **Non-Competition; Non-Solicitation.** If Company delivers any Deliverables directly to any or for the benefit of Taylor's customers ("*Customers*"). Company acknowledges that in the process of filling orders or providing Deliverables for Taylor, Company will obtain valuable proprietary information concerning aspects and details of the Deliverables and the trade relationship between Taylor and the Customers. As part of the consideration for the business that Taylor provides to Company, Company agrees as follows:
 - a. During the term of this Agreement and for a period of two (2) years after the date of the last order (the "*Termination Period*"), Company will not:
 - i. Directly or indirectly, encourage, induce, recruit, solicit or take away, or attempt to solicit or take away, any of Taylor's employees, without the express prior written consent of Taylor;
 - ii. Directly or indirectly, solicit or attempt to solicit the sale of any product or service to any Customers; or accept, fulfill, knowingly sell or agree to fulfill Customer orders for Deliverables which are substantially similar to orders Company previously fulfilled for such Customers on behalf of Taylor unless such orders are submitted by Taylor;
 - iii. Directly or indirectly bid on or request to be part of a bid process, involving Deliverables that are substantially similar to orders Company previously fulfilled for such Customers;
 - iv. Knowingly allow a current or former Taylor employee to (other than expressly on Taylor's behalf) directly or indirectly, to acquire Deliverables from Company on behalf of a Customer.
 - b. In the event Taylor submits an order for a Customer that is also an existing customer of Company, then Company shall immediately notify Taylor, in writing, of that fact and describe the scope of Company's existing work for that Customer ("*Notice*"). Upon receipt of such Notice, provided it is verified by Taylor, the obligations of subparagraphs (ii) and (iii) above will not apply, but only to the Customer and only to the existing work identified and described in the Notice.
 - c. Company acknowledges and agrees that any violation of the covenants contained in this Exhibit C will cause irreparable damage to Taylor. Therefore, in the event Company breaches any of its obligations in this paragraph, Taylor will have the right to:
 - i. equitable relief including but not limited to having the foregoing specifically enforced by any court, without the requirement of posting a bond; and
 - ii. require Company to account for and pay over to Taylor all damages, lost profits and costs (including attorneys' fees) incurred by Taylor as a result of such breach. Taylor's rights as set forth above shall be in addition to and independent of all other rights and remedies available to Taylor.

(Version 7, Effective March 5, 2024)