

ONNI CREATIVE – STANDARD VENDOR PURCHASE ORDER TERMS AND CONDITIONS

Onni Creative (“Onni” or “Purchaser”) routinely issues purchase orders to vendors (“Vendor” or “Supplier”) for the provision of various products (the “Products”). The standard terms and conditions outlined herein are applicable to and incorporated by reference into all purchase orders issued by Onni.

1. **Acceptance of Purchase Order Terms and Conditions.** This Purchase Order expressly limits acceptance of this Purchase Order to the terms and conditions stated herein. Any additional or different terms and conditions proposed by the Supplier are hereby rejected, unless expressly agreed to by Onni in writing. If the Supplier commences shipment of goods or performance of services pursuant to this Purchase Order, then the Supplier shall be deemed to have agreed to and accepted this Purchase Order in its entirety, including its terms and conditions as set forth herein. In the event Supplier and Purchaser have executed a Master Purchase Agreement or Master Supply Agreement, then these Terms and Conditions shall not apply.
2. **Amendment and Waiver.** This Purchase Order may be modified or amended only by a writing executed by the Purchaser and the Supplier. Any waiver of a right hereunder must be in a writing signed by the waiving party.
3. **Prices.** The prices, license fees, applicable volume discount prices and/or other applicable charges (“Charges”) payable by Purchaser for Products purchased hereunder are set forth in this Purchase Order and shall be fixed for the duration of this Purchase Order.
4. **Delivery Schedule.** Vendor shall deliver all design proofs for Products (physical and digital) and deliver all Products to Purchaser’s fulfillment warehouse, or other location designated in this Purchase Order, in a timely fashion in accordance with the production and delivery schedule as set forth in this Purchase Order.
5. **Notice of Delay.** Whenever any event or circumstance impacts or threatens to impact the timely performance of Supplier’s obligations under this Purchase Order, Supplier shall immediately notify the Purchaser in writing of all relevant information with respect to such event or circumstance. In such event or circumstance, the Purchaser shall have the right, in its sole discretion, to (a) request the delivery of substitute Products available from Supplier, (b) terminate the relevant Purchase Order, (c) obtain substitute Products from another source or (d) await late delivery of the Products, in each case without liability to Supplier under this Purchase Order. No such notification from Supplier or election by such Purchaser shall release Supplier from any liability.

6. **Acceptance.** Purchaser shall not be deemed to have accepted any Product unless Purchaser has given Supplier written notice of such acceptance. Purchaser, at its option, may reject and return, or retain and correct (or require Supplier to correct promptly upon notice from such Purchaser) Products that fail to conform to the requirements of this Purchase Order at Supplier's expense.
7. **Title and Risk of Loss.** Title to and risk of loss for Products purchased under this Purchase Order shall pass to Purchaser upon Purchaser's receipt of Products or upon delivery at the destination specified by such Purchaser in the relevant Purchase Order. Supplier shall maintain adequate insurance to cover the loss of any Products for so long as Supplier bears the risk of loss for such Products.
8. **Invoices.** Supplier shall issue a detailed invoice to Purchaser for Products delivered and accepted by Purchaser under this Purchase Order. All invoices shall be sent to Purchaser via email to the following email address: accounting@onnicreative.xyz . Properly submitted and approved invoices shall be due and payable no later than thirty (30) days after receipt thereof by Purchaser. No terms expressed in any invoice from Supplier shall be effective to amend the terms of this Purchase Order. All payments made hereunder will be made Check, ACH, or Credit Card, at Purchaser's election.
9. **Representations and Warranties.** Vendor represents, warrants, guarantees, and acknowledges that, as of the time of delivery, all its Products supplied to Onni:
 - a. Will conform to all applicable specifications furnished by Purchaser pursuant to the Purchase Order or otherwise communicated to Supplier.
 - b. Will be free from defects in material and workmanship, will be merchantable and, if the Supplier has reason to know the particular purpose for which the Purchaser intends to use the Product, that the Products will be fit for the particular purpose for which Purchaser intends to use them.
 - c. Shall not be adulterated or misbranded as defined in Section 402(a)(2)(C) of the Federal Food, Drug, and Cosmetic Act, and that these Products are compliant with U.S. FDA regulations relating to the food-contact status of any polymers, paper/paperboard, additives, and colorants used in formulating the Products. This includes compliance of the Products with the suitable purity requirements set out in 21 CFR Section 174.5 ("General provisions applicable to indirect food additives") and, if relevant, ensuring the safety of any ink components that may transfer to the interior of cups and containers (set-off) as a result of the nesting of the Products.
 - d. Are free from Bisphenol A ("BPA"), Polychlorinated Biphenyls ("PCBs"), and Phthalates.

- e. Do not require labeling to comply with California Health & Safety Code § 25249.5, *et seq.*, (otherwise known as “Proposition 65”).
- f. Do not intentionally add per- and poly- fluoroalkyl substances (“PFAS”). In addition, the Products do not contain PFAS at levels above 100 ppm. Vendor follows the developing regulations and technical information addressing PFAS and, based on information available to Vendor today, Vendor’s products, including the Products, comply with state laws regulating PFAS in food contact products, including California Health & Safety Code § 109000. Vendor continues to monitor developments and work with its suppliers to assure that its products remain compliant as these laws emerge.
- g. Are tested for heavy metals and found to contain well below the allowable limits for Arsenic, Barium, Cadmium, Chromium, Mercury, Lead, Antimony and Selenium in compliance with ASTM F963-17.

In addition, Vendor represents, warrants, guarantees, and acknowledges that:

- h. Vendor is socially responsible concerning employment practices. Vendor will fully comply with all applicable laws relating to the minimum age requirements for workers it employs and all applicable laws relating to forced labor and modern slavery including, without limitation, the Modern Slavery Act of 2015. Vendor will not discriminate or provide special treatment in hiring and employment practices, including salary, benefits, advancement, discipline, termination, or retirement, on grounds of race, religion, age, national origin, political affiliation, sexual preference, disability or gender. Vendor must comply with applicable laws and regulations governing minimum wages, hours of work and overtime for employees, and must provide legally mandated benefits.
- i. Vendor submits to periodic social compliance audits to evaluate Vendor’s employment documentation, facility policies and procedures, compliance to environmental regulations, and health and safety practices. In the alternative, Vendor has undertaken efforts to confirm that it is compliant with all legal requirements related to employment documentation, facility policies and procedures, environmental regulations, and health and safety practices.
- j. Onni is the owner or licensee of the intellectual property rights in the various designs, stills, images, trademarks, copyrights, and artwork that will be or is printed on or otherwise incorporated on or into the Products (“Intellectual Property Rights”). No license or conveyance of any of the Intellectual Property Rights is granted or implied by Onni and Vendor will not use any of the Intellectual Property Rights other than to produce and supply the Products to Onni hereunder.

10. **Record Retention.** Supplier shall maintain complete and accurate records of and supporting documentation regarding provision of the Products, including the amounts billable to and payments made by Purchaser hereunder in accordance with generally accepted accounting principles applied on a consistent basis, and shall retain such records for five (5) years after final payment. Supplier agrees to provide Purchaser with documentation and other information with respect to the Products, including any testing done of Products or raw materials utilized for Products, to ensure compliance with the terms of this Purchase Order, and each invoice, as may be reasonably requested by Purchaser to verify accuracy and compliance with the provisions of this Purchase Order. Purchaser shall have access to such records for purposes of audit during normal business hours during the period for which Supplier is required to maintain such records.
11. **Termination.** Purchaser may terminate this Purchase Order for convenience and without cause at any time by giving Supplier at least ten (10) days' prior written notice. In the event that Supplier commits a material breach of this Purchase Order, which breach is not curable or if curable is not cured within fifteen (15) days of receiving notice of breach from Purchaser to Supplier, that Supplier does not comply with any applicable laws, regulations, ordinances or codes (including identifying and procuring required permits, certificates, approvals, and inspections), or that Supplier becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, then Purchaser may, by giving written notice to Supplier, terminate this Purchase Order in whole or in part, as of a date specified in the notice of termination.
12. **Assignment.** Supplier shall not assign this Purchase Order for any reason whatsoever without the prior written consent of Purchaser. Purchaser may assign its rights and obligations under this Purchase Order without the approval of Supplier to any subsidiary, affiliate or related entity of Purchaser.
13. **Compliance with Laws.** Supplier shall perform its obligations hereunder in a manner that complies with all applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections. If Supplier receives any notice, summons, or complaint regarding Supplier's non-compliance with any such laws, regulations, ordinances, or codes, Supplier shall promptly notify Purchaser of such matter and the nature of the non-compliance and the actions Supplier is taking and/or plans to take to remedy such noncompliance, both orally and in writing. Supplier represents and warrants that, in connection with this Purchase Order, Supplier and any person or entity acting on its behalf has complied and will continue to comply with the U. S. Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended ("FCPA"), and all other applicable anti-corruption laws,

rules and regulations. As a general matter, the FCPA prohibits corrupt payments, including offering or promising money, gifts or anything of value, to foreign officials for the purpose of obtaining or keeping business. Supplier shall notify Purchaser as soon as reasonably practicable of any change in circumstances that renders these representations or warranties inaccurate. In addition to and without prejudicing any other rights or remedies available to Purchaser, Purchaser may (i) terminate this Agreement immediately upon written notice to Supplier and (ii) withhold any amounts payable to Supplier hereunder in the event of (iii) Supplier's breach of this paragraph or (iv) any governmental inquiry or investigation relating to a potential violation of any anti-corruption law, rules or regulations by or on behalf of Supplier.

14. Indemnification and Hold Harmless. Supplier agrees that it will, at its own expense, protect, defend, indemnify and hold harmless Onni, its officers, directors, employees, agents, customers, parent entities and affiliated entities ("Indemnitees"), from and against any and all claims, demands, actions, lawsuits, judgments, decrees, losses, thefts, damages, liabilities, costs and expenses, including recall costs or amounts paid in defense or settlement and reasonable attorneys' fees and other costs, (hereinafter collectively referred to as "Claims") which may arise from or be incurred in connection with any of the following: (i) Supplier's breach of any of its representations, warranties, covenants, or obligations hereunder; (ii) the negligence, intentional misconduct, or violation of any law, ordinance, or regulation by Supplier, its employees, or its subcontractors in the performance of their obligations hereunder, including, but not limited to Proposition 65 ; (iii) Supplier's use of any subcontractors in any aspect of providing Products to Purchaser; (iv) any third party claims relating to Supplier's or any of its subcontractors' provision of Products hereunder; and (v) bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or willful misconduct of Supplier, its personnel, or its subcontractors in the performance of this Purchase Order

Onni may defend any such Claim, whether brought against Indemnitees or Supplier or, at Onni's sole option, direct Supplier to assume the defense, or any part of it, by reputable counsel approved by Onni, in which case Supplier will keep Onni fully advised of the progress of such claim and permit Onni at any time to join in Supplier's defense or defend itself in such matter. Supplier will reimburse Onni for all costs incurred by Indemnitees in connection with its conduct of, or participation in, any such defense, including, without limitation, reasonable attorneys' fees and costs. Supplier will bear all costs associated with any defense conducted by Supplier, including, without limitation, attorneys' fees and costs. If Onni chooses to conduct a defense separate from Supplier, Supplier agrees to reimburse Onni for all reasonable costs incurred by Indemnitees for such separate defense, including, without limitation, attorneys' fees and costs.

Onni shall, within thirty (30) days after receiving notice thereof, notify Supplier of any Claims against Indemnitees. Onni agrees to provide reasonable cooperation to Supplier in defending any Claims under this Indemnification Section, at Supplier's expense.

15. **Independent Contractor.** Neither Supplier nor Purchaser is, nor shall be considered to be, an agent, distributor, partner, joint venturer, fiduciary or representative of the other. Neither Supplier nor Purchaser shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
16. **Severability.** If any provision of this Purchase Order is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth herein.
17. **Confidentiality.** All drawings, specifications and information contained or referred to in this Purchase Order or otherwise delivered to Supplier in relation to this Purchase Order are and shall remain the confidential property of Purchaser ("Confidential Property"). Supplier shall make no use whatsoever of such Confidential Property except to comply with this Purchase Order and Supplier shall not disclose any Confidential Property to any third party, except to the extent necessary to perform under this Purchase Order.
18. **Use of Subcontractors.** Supplier shall not use subcontractors without Purchaser's written permission.
19. **Insurance.** Supplier shall purchase prior to commencing production of Products and maintain at its own cost and expense, the following insurance coverages in full force and effect during the term of this Purchase Order with insurance companies acceptable to Purchaser and having an A. M. Best's rating, or its equivalent, of A VIII or better. Supplier shall promptly furnish a certificate or certificates of insurance to Supplier which evidences such coverages.
 - (a) A Media Liability policy (i.e., an Errors & Omissions policy) with coverage limits of not less than Five Million Dollars (\$5,000,000) per claim or occurrence/Ten Million Dollars (\$10,000,000) aggregate including without limitation coverage for, whether now known or hereafter discovered, throughout the universe, defamation, infringement on copyright, trademark or trade dress, and with a deductible no greater than \$25,000.
 - (b) Commercial General Liability Insurance, including premises operations,

completed operations/products, contractual liability, and independent contractors' coverages with a combined single limit for Bodily Injury and Property Damage of Three Million Dollars (\$3,000,000) per occurrence.

- (c) Comprehensive Automobile Liability, including all owned, leased, hired and non-owned automobiles, with a combined single limit for Bodily Injury and Property Damage of Three Million Dollars (\$3,000,000) per occurrence.
- (d) Product Liability Insurance providing full indemnification and defense against any claims, liabilities, damages, demands and causes of action, actual or alleged, arising out of any defects in or use or misuse of the Products with coverage limits of not less than Five Million Dollars (\$5,000,000) per claim or occurrence / Ten Million Dollars aggregate (\$10,000,000).
- (e) Statutory Workers' Compensation Insurance in accordance with the requirements of the applicable state law, including Employers' Liability coverage, with limits of liability not less than One Million Dollars (\$1,000,000).
- (f) Crime Insurance (also known as Employee Dishonesty insurance/ Fidelity Bond) in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence covering all Supplier personnel and including coverage for cybercrime and privacy breaches and a Property endorsement or Insuring Agreement specifying that Employee Theft coverage extends to Onni's property in the event of any theft of Onni's money or property, or money or property of other persons for which Onni is responsible. Verification that Onni has been included as a Joint Loss payee under the policy must be provided.
- (g) First and Third-Party Products Recall Insurance with a per occurrence limit of at least Four Million Dollars (\$4,000,000).

The certificates of insurance shall name Onni, Onni's parents, subsidiaries and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (collectively, the **"Additional Insureds"**) as additional insureds on the Commercial General Liability, Products Liability, Automobile Liability, Media Liability and Products Recall policies, and shall include a severability of interests provision as respects the Additional Insureds. Coverage shall be considered primary and not excess of or contributory to any other insurance afforded by any of the Additional Insureds, shall provide that Onni is to receive thirty (30) days written notice of cancellation or any material change in the designated insurance coverages, and shall provide for a waiver of any right of subrogation against Onni or any of the other Additional Insureds. If any of the required policies are placed on a "claims made" (rather than an "occurrence") basis, such policy shall provide coverage for claims at least three (3) years

after the Products are delivered to Onni without any limitations or exclusions for prior acts occurring at latest from the commencement of this Agreement, and which shall provide a three (3) year tail or grace period for claims made after the expiration date of the policy, or shall be renewed or replaced with similar coverage for such three (3) year period.

20. EXCLUSION OF CERTAIN DAMAGES. In no event shall Purchaser or Purchaser's parents, subsidiaries and affiliated companies, and each of their respective officers, directors, agents, representatives and employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Purchase Order. The provisions of this Section Exclusion of Certain Damagers shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

21. Notices. All notices shall be in writing and shall be provided to either the Purchaser or the Supplier at the addresses set forth on the front page of the Purchase Order, unless otherwise noted.

22. Governing Law and Jurisdiction. This Purchase Order shall be governed by and construed in accordance with the laws of the State of California, U.S.A. without regard to conflict of law provisions thereof. Onni and Supplier consent to the exclusive jurisdiction of the state courts located in Los Angeles County, California, and the United States District Court for the Central District of California in any action arising out of or relating to this Agreement. Supplier and Onni waive any other venue which they might be entitled by domicile or otherwise.

23. Survival. The sections entitled Representations and Warranties, Termination, Indemnification and Hold Harmless, Severability, Confidentiality, Exclusion of Certain Damages and Governing Law shall survive the termination or expiration of this Purchase Order. In addition, all provisions of this Purchase Order that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of this Purchase Order.

24. Entire Agreement. This Purchase Order shall constitute the entire agreement between the parties with respect to this Purchase Order and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof.