

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“**Agreement**” or “**MSA**”) sets forth the terms and conditions governing each Statement of Work (“**SOW**”) between FoodChain ID Group, Inc. (“**FoodChain ID**”) and the party executing such SOW, including its Affiliates (“**Client**”). FoodChain ID’s Affiliates may also enter SOWs with Client, which SOWs will be governed by this Agreement and in which event references herein to “FoodChain ID” shall be deemed to be the FoodChain ID Affiliate entering such SOW. FoodChain ID and Client are hereinafter referred to as a “**Party**” or collectively, as the “**Parties**”. “**Affiliate**” means a current or future entity that is controlled by, or is under common control with, a Party to this Agreement.

1 **SERVICES.**

- 1.1 **Services.** During the term of this Agreement, Client may request that FoodChain ID provide the services as further described in this Agreement and detailed in the applicable SOW (“**Services**”).
- 1.2 **Statements of Work.** The Parties will agree on the specific Services to be performed by FoodChain ID by executing a SOW. Each SOW will describe the Services to be performed by FoodChain ID, the activities, tasks and work to be performed by Client, the deliverables (“**Deliverables**”) to be delivered by FoodChain ID under the SOW, compensation, and any additional terms the Parties have agreed upon. The Services will be provided in accordance with Good Industry Practice by appropriately skilled, qualified and trained personnel. “**Good Industry Practice**” means the exercise of that degree of skill, care, diligence, prudence, foresight and timeliness that would reasonably be expected from a similar consulting/software provider (having regard to size and nature of products and services) within the food supply chain industry. The provisions of this Agreement are hereby incorporated into each SOW.
- 1.3 **Changes.** Either Party may request in writing a change or revision to a signed SOW (“**Change Order**”). Each Party acknowledges that a Change Order may affect the fees payable to FoodChain ID and/or the schedule for the applicable SOW. Neither Party will have any obligation with respect to any requested change until a Change Order or amendment has been executed by both Parties.
- 1.4 **On-Site Assistance.** For Services to be provided by FoodChain ID at any of Client’s sites, Client shall provide (in addition to any items set forth in the applicable SOW) FoodChain ID’s personnel with (a) reasonable facilities and a suitable work environment for performance of the Services, and (b) access to and use of Client’s facilities, personnel, data, and information, including software, hardware and documentation, as needed for the fulfilment of the SOW.
- 1.5 **Cooperation.** Client will ensure that all Client personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (a) be available to assist FoodChain ID’s personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (b) participate in the Services as outlined in the SOW; (c) participate in progress and other Service related meetings; (d) contribute to software and system testing; and (e) be available to assist FoodChain ID with any other activities or tasks required to complete the Services in accordance with the applicable SOW. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to FoodChain ID. Client acknowledges and agrees that FoodChain ID’s performance is dependent on Client’s timely decisions and approvals as specified in the applicable SOW. Client acknowledges that lack of timely decisions and approvals may delay the Services, and FoodChain ID shall have no liability to Client hereunder in the event or to the extent that it is unable to perform the Services or deliver Deliverables due to any failure or delay of Client to perform its obligations under this Agreement or applicable SOW. FoodChain ID shall be entitled to rely on all decisions and approvals of Client personnel.
- 1.6 **Independent Contractor.** The relationship of FoodChain ID and its personnel to Client shall be that of independent contractors. All persons FoodChain ID furnishes to provide Services to Client shall be the employees or subcontractors of FoodChain ID and shall be neither the employees nor agents of Client. FoodChain ID and its personnel are not eligible to participate in any employment benefit plans or other benefits or conditions of employment available to Client employees. FoodChain ID shall have exclusive control over its personnel and over the labour and employee relations, and policies relating to wages, hours, working conditions or other conditions of its personnel.
- 1.7 **Non-Hire.** Client shall not, at any time during the term of this Agreement and for a period of one (1) year thereafter, solicit or hire on a full-time, part-time or project basis any employee or contractor of FoodChain ID. Client hereby agrees not to hire (or employ through a consulting agreement directly with the applicable employee) any employee of FoodChain ID during the Term of any SOW and for a period of 6 months thereafter without prior written approval by FoodChain ID; provided that notwithstanding the foregoing, hiring an individual who has responded to advertisements or job postings made available to the general public or is referred by an employment or recruiting agency or search firm, shall not be considered a breach of this obligation.

2 PAYMENT.

- 2.1 **Payment for Services and Expenses.** Except to the extent the applicable SOW expressly specifies payment terms different from those stated in this Section 2, the terms of this Section 2 shall apply. Client agrees to make payments due to FoodChain ID under the applicable SOW within thirty (30) days following Client’s receipt of FoodChain ID’s invoice for Services performed during the preceding billing period. Client will pay reasonable out-of-pocket expenses actually incurred by FoodChain ID to perform Services under this Agreement. All amounts under this Agreement are in U.S. Dollars and payment must be made in U.S. Dollars unless agreed otherwise in a separate SOW.
- 2.2 **Taxes.** Fees due for the Services are specified in the applicable OSA. All fees and charges hereunder exclude all applicable sales, use, value-added, property and other taxes, including duties and similar mandatory payments, and Client will be responsible for all such taxes arising from the payment of such fees and charges, or the provisions of the Services. Client will make all payments of amounts due under this Agreement or applicable OSA to FoodChain ID, and without reduction for, any withholding taxes.

3 TERM.

- 3.1 **Term.** This Agreement commences on the Effective Date of the initial SOW and shall continue in effect until the expiration or termination of all SOWs hereunder. Each SOW will have the term set forth in the SOW (each, an “**SOW Term**”). If the SOW does not establish an SOW Term, the SOW Term will commence upon the date of the project kick-off meeting and continue until the Services to be performed thereunder have been completed by FoodChain ID, unless terminated earlier in accordance with this Agreement.
- 3.2 **Termination.** Either Party may terminate a SOW if the other Party materially breaches any obligation under that SOW, provided the non-breaching Party gives the other Party written notice describing the breach with reasonable specificity, and the breaching Party has not cured the breach, if such breach is capable of cure, within 60 days of receipt of such notice. If Client terminates a SOW pursuant to this Section 3.2, FoodChain ID will be paid for the Services rendered up to the effective date of termination. If FoodChain ID terminates a SOW for Client’s breach, Client will immediately pay FoodChain ID all amounts due for Services rendered under the applicable SOW up to the effective date of termination.
- 3.3 **Effect of Termination.** If a SOW is terminated by Client pursuant to Section 3.2, Client will also pay FoodChain ID for all costs incurred by FoodChain ID in anticipation of performance of the Services to the extent they cannot reasonably be mitigated, and any other reasonable termination costs FoodChain ID incurs, including, but not limited to, cancelling any secondary contracts it undertook in anticipation of performance of the Services, any reasonable wind-down expenses, and any reasonable expenses incurred in reallocating FoodChain ID personnel to other projects.

4 CONFIDENTIALITY.

- 4.1 Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose Confidential Information. “Confidential Information” means information relating to the Disclosing Party’s Services in an SOW, technology, cloud services, software, clients, or business, including, but not limited to, Products (define below) or Services that FoodChain ID may propose to Client or that Client may consider. The Receiving Party will: (i) not disclose Confidential Information to a third party except in accordance with or to fulfill its obligations under this Agreement, provided that such third parties are bound by written confidentiality obligations at least as protective as those contained herein (“**Authorized Third Parties**”),(ii) use Confidential Information only for the purposes of this Agreement, (iii) give access to such Confidential Information solely to those employees and Authorized Third Parties with a need to have such access for purposes of this Agreement, and (iv) take the same security precautions to protect against the unauthorized disclosure or use of such Confidential Information that the Party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. The foregoing will not apply with respect to any information that the Receiving Party can document (w) was or becomes generally available to the public without any action by, or involvement of, the Receiving Party or its Affiliates or Authorized Third Parties, (x) was in its possession or known by the Receiving Party without restriction prior to receipt from the Disclosing Party, (y) was rightfully disclosed to the Receiving Party without restriction by a third party, or (z) was independently developed by or for the Receiving Party without use of or access to any Confidential Information. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order except as prohibited by law. Upon expiration or termination of an SOW, Client will return to FoodChain ID or destroy (and certify such destruction) all copies of the Confidential Information provided pursuant to such SOW. Upon expiration or termination of the Agreement, or at such earlier time as requested by the Disclosing Party, the Receiving Party will return to Disclosing Party or destroy (and certify such destruction) all copies of the Disclosing Party’s Confidential Information. Notwithstanding the foregoing, Confidential Information may be retained only (i) as required by law or regulation, or (ii) to the extent such material is ‘backed-up’ on the Receiving Party’s information management system, provided that no access is permitted to the Confidential Information and the Confidential Information is timely destroyed pursuant to the Receiving Party’s document retention policy.

5 OWNERSHIP; INTELLECTUAL PROPERTY.

5.1 Definitions. “**Intellectual Property**” means all algorithms, application programming interfaces, apparatus, concepts, Confidential Information, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, configurations and architectures, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, techniques, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of intellectual property and technology. “**Intellectual Property Right**” means any patent, copyright, trademark, trade secret, mask work, know-how, or any other intellectual property right or proprietary right, whether registered or unregistered, and whether now known or hereafter recognized in any jurisdiction.

5.2 FoodChain ID Products. Client acknowledges all Intellectual Property and Intellectual Property Rights in or related to the FoodChain ID Products (“**FoodChain ID Products**” or “**Products**”), inclusive of Cloud Services and Software offerings, and all information and data contained or embodied in or derived from the use of the Products, are and shall remain, as between Client and FoodChain ID, the sole and exclusive property and Confidential Information of FoodChain ID. Client shall have no other rights or licenses with respect to the Products except as set forth in a duly executed Order and Sale Agreement (“**OSA**”) or Software Order Form which is governed by FoodChain ID’s Global Subscription and Services Agreement (“**GSSA**”), or an applicable license agreement.

5.3 Work Product. Services and/or Deliverables shall be considered a “**work made for hire**” only where explicitly named as such in an SOW and exclusively created for Client in accordance with the specifications requested by Client. To the extent that intellectual property rights in “work made for hire” or the copyrights therein do not automatically vest in Client, FoodChain ID hereby grants, assigns and transfers to Client, without further consideration, any and all rights, title and interest that FoodChain ID possesses in or to the “work made for hire”.

Except for “**work made for hire**” as expressly provided for in an SOW, Client agrees that (a) all Deliverables, (b) all Intellectual Property that FoodChain ID conceives, creates or develops in connection with performing the Services; and (c) all tangible embodiments (including models, presentations, prototypes, reports, samples, and summaries) of each item of such Intellectual Property (“**Work Product**”) and all Intellectual Property Rights therein, will be the sole and exclusive property of FoodChain ID. In the event that any rights in the Work Product vest in Client, Client hereby irrevocably assigns to FoodChain ID all right, title, and interest worldwide in and to the Work Product and all Intellectual Property Rights therein.

5.4 Client Materials. Client hereby grants to FoodChain ID permission to use and access the Client Materials for purposes of the performance of the Services defined herein, and as further defined in an SOW. “**Client Materials**” includes non-FoodChain ID Intellectual Property developed, licensed or acquired by Client. Client Materials also includes new reports, documentation or other materials from the Client intended to be made available to Client through the FoodChain ID Products.

5.5 Third-Party Materials. “**Third-Party Materials**” means any content that is not the sole property of FoodChain ID or the Client and that is specified as such in the applicable SOW. All content developed or created by anyone other than FoodChain ID or Client is deemed Third-Party Materials and shall remain the property of such third-party. As between FoodChain ID and Client, any Third-Party Materials submitted by Client suppliers or Laboratories will be considered Client Materials.

6 INDEMNIFICATION.

6.1 General. Subject to Sections 6.2 and 6.3, each Party (as “Indemnifying Party”) shall indemnify, hold harmless, and defend the other Party and its officers, directors, employees, affiliates, successors, and permitted assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys’ fees, that are awarded against Indemnified Party in a final non-appealable judgment, (collectively, “**Losses**”), arising from and to the extent of any third-party claim (“**Action**”) alleging:

- (a) any negligent act, error or omission of Indemnifying Party in connection with the performance of its obligations under this Agreement; and
- (b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligence of Indemnifying Party.
- (c) Further, FoodChain ID will indemnify and hold harmless Client from any Action brought against Client (by an unaffiliated third party), to the extent that the Action is based upon a claim that the Services or Deliverables infringe the third party’s intellectual property rights.

6.2 Exceptions. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party’s: (a) negligence (including recklessness or wilful misconduct); (b) bad faith failure to comply with any material obligations set forth in this Agreement; or (c) use of the Services and/or Deliverables in any manner not otherwise authorized under this Agreement or

applicable SOW, that does not materially conform with the then-current usage instructions/guidelines/specifications provided by FoodChain ID.

- 6.3 Client will notify FoodChain ID promptly upon becoming aware of any Action and give FoodChain ID sole control and authority to defend and settle any Action (provided, however, that FoodChain ID will not enter into any settlement or compromise that admits liability on Client's behalf without Client's prior written consent). FoodChain ID will not be obligated to indemnify Client pursuant to Section 6.1 to the extent FoodChain ID is prejudiced by (i) Client's failure to give FoodChain ID sole control and authority to defend said Action, or (ii) Client's delay in notifying FoodChain ID of an Action. Client will provide FoodChain ID reasonable assistance and information to defend such Action. FoodChain ID has no obligation under this Section 6 for Actions resulting from (v) modification of the Services and/or Deliverables by Client, (w) combinations of Services and/or Deliverables by Client with software or hardware not required for use of the Services and/or Deliverables in accordance with the respective SOW, (x) and Client's breach of this Agreement. This Section 6 states Client's entire remedy and FoodChain ID's entire liability for any indemnification Actions arising under this Agreement.

7 LIMITATION OF LIABILITY.

- 7.1 Limitation of Liability. Except: (i) for death or bodily injury resulting from a party's negligence, (ii) for the indemnity set forth in Section 6.1(c), (iii) for breaches of Sections 5.2 or 6.2(c), (iv) as otherwise prohibited by law, and (v) Client's obligation to pay FoodChain ID amounts payable as fees, expenses or taxes,

FoodChain ID's (and its Affiliates', licensors' and suppliers') and Client's total liability, whether in contract, tort, negligence, strict liability or by statute or otherwise, arising out of or relating to the formation or performance of each SOW will be limited to the amounts paid or payable to FoodChain ID for the Services set forth in the applicable SOW with respect to which such liability relates.

- 7.2 Exclusion of Certain Damages. Subject in all respects to the limitations set forth in Section 7.1, in no event will either Party be liable to the other, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any indirect, special, incidental, exemplary, or consequential damages (including damages for loss of profits, loss of business, loss of use, or interruption of business), or for the cost of procuring substitute products or services, arising out of or relating to formation or performance of this Agreement, even if the Parties have been advised of the possibility of such loss or damage.

- 7.3 General. Except as may be prohibited by applicable law: (i) the limitations of liability are cumulative and not per incident and include any refunds paid hereunder and (ii) the foregoing limitations will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Each Party is responsible and liable for the actions and omissions of its Affiliates, contractors, Authorized Third Parties, and end-users (with respect to Client) related to this Agreement as if such actions or omissions were by such Party.

8 WARRANTIES.

- 8.1 General. Each Party represents and warrants to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the state (or Country) of its incorporation. Each Party represents that it has all the requisite legal power and authority to execute, deliver and perform its obligations under the Agreement; that the execution, delivery and performance of the Agreement has been duly authorized; that the Agreement is enforceable in accordance with its terms; and that no approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.

- 8.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY SOW(S), FOODCHAIN ID MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF DEALING OR USAGE OF THE TRADE.

9 NOTICES.

All notices required or permitted to be given by one Party to the other Party under this Agreement shall be sufficient if sent by either email, certified mail, return receipt requested, facsimile or hand delivery to the Parties listed as the respective Points of Contact in the applicable SOW. All notices shall be effective upon receipt. Additionally, if to FoodChain ID: FoodChain ID Group, Inc. 504 North 4th Street, Fairfield, Iowa 52556 USA (Attention – Legal, legal@foodchainid.com)

10 GENERAL.

- 10.1 Assignment. Neither Party may assign or transfer this Agreement, an SOW, or any rights granted hereunder, by operation of law or otherwise, to any third party without the other Party's prior written consent, except to a successor in interest by virtue of a merger, acquisition or sale of all or substantially all of such party's assets. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. Any assignment in violation of this Section 10.1 is voidable at the option of the non-assigning Party.

- 10.2 Attorneys' Fees. In the event either Party commences any action or proceeding under this Agreement to enforce any right or remedy hereunder, the prevailing Party shall be entitled to recover its reasonable costs and attorneys' fees.
- 10.3 Headings and Other Construction. The headings used in this Agreement are for convenience of reference only and are not to be construed in any way as material terms or be used to interpret the provisions of this Agreement. References in this Agreement to "includes," and "including," shall be deemed to be followed by the words "without limitation."
- 10.4 Waiver, Severability, Survival. Either Party's waiver of, or failure to exercise, any right provided for herein will not be deemed a waiver of any further or future right under this Agreement. This Agreement may not be amended except by a written agreement. If any term of this Agreement is held to be unenforceable or invalid, that term will be enforced to the maximum extent possible, and the other terms will remain in full force and effect. Sections 1.6, 2, 3, 4, 5, 6, 7, 8.2 and 10, as well as any other provision that is necessary to survive expiration or termination to give effect to its intent, will survive the expiration, termination, or cancellation of this Agreement.
- 10.5 Insurance. FoodChain ID and Client will obtain and maintain adequate liability (including with respect to provision of services), automobile, workers' compensation, cybersecurity, unemployment compensation, disability or other types of insurance required by law or as is common practice for similar service providers in the industry. Insurance certificates shall be furnished to requesting Party upon reasonable request.
- 10.6 Governing Law. This Agreement is governed by the laws of Delaware, excluding its conflicts of law principles. The Parties agree that neither the Uniform Computer Information Transaction Act nor the U.N. Convention on Contracts for the International Sale of Goods applies. In the event FoodChain ID or Client initiates any legal proceeding with regard to the interpretation or enforcement of this Agreement, the Parties hereby agree to submit to the exclusive jurisdiction of the appropriate state and federal courts of the State of Delaware.
- 10.7 Entire Agreement, Counterparts, Order of Precedence. This Agreement constitutes the entire agreement with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter (including any purchase orders and non-disclosure or confidentiality agreements). The Parties agree that this Agreement, and any SOW hereunder, may only be modified by a written amendment signed by both Parties that expressly amends the terms contained therein. This Agreement may be executed in multiple counterparts, which together will constitute one and the same instrument.

Except and only to the extent that an SOW amends this Agreement by express reference (and then only as to such SOW), in the event of any conflict between the terms of this Agreement and any SOW, the following order of precedence applies: (1) Agreement, (2) SOW.