

# TERMS AND CONDITIONS OF PURCHASE

( U S . V e r s i o n )

THESE TERMS AND CONDITIONS OF PURCHASE (“PURCHASE TERMS”) SHALL CONTROL ALL PURCHASES BY SEABOARD FOODS LLC AND/OR ANY OF ITS SUBSIDIARIES OR AFFILIATES (“SEABOARD”) OF GOODS OR SERVICES FROM ANY SUPPLIER, MANUFACTURER, DISTRIBUTOR, SELLER OR SIMILAR ENTITY (“SUPPLIER”), AND THEY ARE HEREBY INCORPORATED INTO AND MADE A PART OF ALL SEABOARD PURCHASE ORDERS (EACH, AN “ORDER”). “AFFILIATE” SHALL BE DEFINED AS ANY ENTITY BY WHICH EITHER PARTY OWNS, OR ITS WHOLLY OWNED SUBSIDIARY OWNS, FIFTY (50%) OR MORE OF THE OUTSTANDING EQUITY. SUBJECT TO THESE PURCHASE TERMS, SEABOARD AGREES TO PURCHASE, AND SUPPLIER AGREES TO SELL THE PRODUCTS, GOODS, MATERIALS, PARTS, ITEMS, OR EQUIPMENT (“GOODS”) AND/OR PERFORM THE SERVICES (“SERVICES”) SPECIFIED ON THE ORDER. SUPPLIER ACCEPTS THE ORDER BY INFORMING SEABOARD OF ITS ACCEPTANCE, BEGINNING TO PERFORM UNDER IT, OR OTHERWISE TAKING ANY ACTION THAT WOULD CONSTITUTE ACCEPTANCE UNDER APPLICABLE LAWS. SEABOARD MAY AMEND THESE TERMS AT ANY TIME. BY CONTINUING TO ACCEPT SEABOARD ORDERS, SUPPLIER AGREES TO THE PURCHASE TERMS POSTED ON SEABOARD’S WEBSITE AT THE TIME AN ORDER IS ISSUED.

1. **Order of Precedence.** The provisions of any Order and these Purchase Terms will be read, to the extent possible, to be consistent. If any provision in an Order directly conflicts with a provision in these Purchase Terms, the provision in these Purchase Terms will prevail unless either (i) the provision of the Order specifies characteristics, quantities, prices, delivery times or other similar commercial terms for Goods and/or Services to be provided under that Order, or (ii) the Order specifically states that the provisions in the Order will prevail.

2. **Entire Agreement; Order Amendments.** A Seaboard Order, including these Purchase Terms and any attachments or exhibits or documents incorporated by reference therein, constitutes the entire agreement between the parties with respect to the Goods and Services ordered thereunder and supersedes all prior or contemporaneous understandings, negotiations, communications, and agreements. Any additional, different, or inconsistent terms or conditions contained in or incorporated into any quotations, acknowledgements, confirmations, invoices or any other business document or form (electronically or otherwise) that Supplier provides are rejected by Seaboard and deemed void as material alterations. No amendment, deletion, supplement or change to an Order by Supplier will be binding unless in a written document signed by both Seaboard and Supplier. Notwithstanding the foregoing, if Supplier is a party to a written, master supply or services agreement with Seaboard, these Purchase Terms are incorporated therein, and if these Purchase Terms conflict with any of the terms of the master agreement, the terms of the master agreement will control and prevail.

3. **Exclusion of U.N. Convention Terms.** Seaboard and Supplier agree that the United Nations Convention on Contracts for the International Sale of Goods shall be specifically excluded from application to any Order.

4. **Price; Taxes; Payment Terms.** The price set forth in the Order is firm and is the total amount due from Seaboard for the Goods and Services. Seaboard shall not be responsible for any amount above the total amount expressly stated in an Order. Provided, however, each party will be responsible for its own respective taxes as required by applicable Laws. Any taxes charged to Seaboard must be separately stated on the applicable invoice. Supplier will invoice Seaboard for Goods only after Supplier has delivered them, and for Services only after Supplier has completely performed, unless otherwise agreed on the face of the Order or agreed in writing by the parties. Payment terms for all undisputed amounts shall be net forty-five (45) days from the date of Seaboard’s receipt of the applicable, accurate invoice, or as otherwise agreed on the face of the Order or as otherwise required by applicable Law. Seaboard may withhold disputed amounts under the Order until the dispute is resolved, and Seaboard may deduct or set off disputed amounts from Supplier’s claims for amounts due. Purchases under an Order and any other Orders with Supplier will be aggregated for purposes of calculating any volume discounts or rebates.

5. **No Liens.** Supplier guarantees that no lien, encumbrance or security interest will be filed by anyone against Seaboard, Seaboard’s property or the Work for materials or labor or both furnished under an Order and will indemnify, defend and hold Seaboard harmless from any such liens, encumbrances or security interests and will pay all attorney’s fees and all other costs and expense arising from or incurred in relation to such liens, encumbrances or security interests.

**6. Representations and Warranties.** Supplier represents and warrants that all Goods and their packaging will: (a) strictly comply with Seaboard's specifications and directions (or Supplier specifications, if no Seaboard specifications are to be provided); (b) be of new material, good quality and workmanship, and free from defects; (c) be merchantable and fit for the use intended by Seaboard; (d) conform to all samples provided to Seaboard ; (f) be provided to Seaboard with good title, free and clear of any liens and encumbrances; (e) not infringe, nor will Seaboard's use of them infringe, the intellectual property rights of any third party; and (i) strictly comply with any other warranty, representation and/or covenant that Supplier has expressly extended to Seaboard regarding the Goods. Supplier represents and warrants Services provided under an Order (a) will be performed diligently and in a professional, ethical and workmanlike manner in accordance with the provisions of the Order, industry standards, and applicable specifications and (b) will not infringe, nor will Seaboard's use of them infringe, the intellectual property rights of any third party. Supplier will not create or permit any liens or third-party security interests affecting the Services or any deliverables provided in connection with the Services, Seaboard property or any materials or equipment Seaboard provides for the Services. Notwithstanding the foregoing, Supplier shall promptly discharge any mechanic's or materialman's liens, retention rights, security rights or security interests arising in connection with any Order at Supplier's sole cost and expense. Additionally, Supplier must comply with any and all of Seaboard's rules and policies relating to the premises where Services are to be performed and must take all reasonable steps to ensure that Services are provided in a manner that does not restrict or prevent Seaboard from carrying on its business and that minimizes disruptions. All warranties hereunder shall survive inspection, test, acceptance and use and shall run to Seaboard, its successors, assigns, buyers and users. Supplier hereby assigns to Seaboard any warranties related to Goods and/or Services, or if Supplier cannot assign such warranties, Supplier agrees to make claims under them on Seaboard's behalf at the request of Seaboard.

**7. Compliance with Law and Code of Conduct.** Supplier will comply with all laws, statutes, ordinances, orders, codes, regulations, rules, regulations, directives, and orders of any federal, state, local, municipal or foreign governmental entity or agency ("Law" or "Laws") applicable to Supplier's performance of its obligations under an Order, including, without limitation, the production, manufacturing, packaging, storage, shipment, and sale of the Goods or the provision of Services. Supplier has and will maintain all required third-party or governmental consents, permits, approvals, licenses and authorizations necessary to provide the Goods or Services. Supplier has complied with, and at all times shall be in compliance with, all applicable anti-corruption laws. Supplier represents and warrants that neither it nor any person or entity that owns or controls it is a designated target of economic trade sanctions promulgated by the US, EU, UN, or the country of origin of the goods ("Sanction Laws"). Supplier undertakes (i) that Supplier and its agents and representatives will fully comply with all applicable Sanction Laws in their performance hereunder; and (ii) that the Goods will not directly or indirectly originate from, be provided by or be transported on a vessel, or with any carrier, owned, controlled, flagged or chartered by any country, person or entity that would cause Seaboard, or any US parent company of Seaboard, to be in contravention of applicable Sanction Laws Supplier agrees to cooperate with Seaboard's reasonable requests for information or documentation to verify compliance with this clause. Supplier will comply with all Seaboard vendor certification requirements and Seaboard's Supplier Code of Conduct at <https://legalandcompliance.seaboardfoods.com>. Supplier represents and warrants that it has read and that it will comply with the principles, expectations and requirements stated in Seaboard's Code of Conduct.

**8. Food Related Warranties and Representations.** Supplier represents, warrants and guarantees that Goods which are food or feed related products, including the contents, packaging, and labeling, sold to, constituting or being a part of any shipment or other delivery to or on the order of Seaboard, and their manufacture, branding and sale, will at the time of such shipment or delivery:

(a) comply with the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended (the "FFDCA"), including the Food Additives Amendment of 1958 and the Food Allergen Labeling and Consumer Protection Act of 2004; the Federal Meat Inspection Act, as amended; the Poultry Products Inspection Act, as amended; the Federal Insecticide, Fungicide, and Rodenticide Act; the Fair Packaging and Labeling Act; the Poison Prevention Packaging Act of 1970, (collectively, and as applicable, the "Acts"); the HACCP food safety systems requirements of the USDA/FSIS; the provisions of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002; the registration requirements of the Food Safety Modernization Act (FSMA); the country-of-origin labeling provisions of the Farm Security and Rural Investment Act of 2002 as amended; and any applicable state food and drug law, the adulteration

and misbranding provisions of which are (i) identical with or substantially the same as those found in the Acts, and (ii) are not preempted by the Acts or federal law;

(b) be manufactured in accordance with current good manufacturing practices and any specifications for the Goods to be delivered under these Purchase Terms or any Order and, where applicable, fit for human consumption; and

(c) not be articles which may not, under the provisions of Section 404 or 505 of the FFDCa, be introduced into interstate commerce.

Supplier further represents and warrants that all color additives that Supplier sells or delivers to Seaboard will be manufactured by Supplier and (where color additive regulations require certification) will be from batches certified in accordance with the applicable regulations issued under the FFDCa.

**9. Banned Substances.** Supplier warrants that no banned substances and no controlled substances over specific concentration thresholds, including but not limited to PFAS, BPAs, BHAs, BHTs, and PFOAs, are used or will be used in the manufacture, processing or packaging of the Goods supplied to Seaboard under these Purchase Terms. If any reportable substance is used in a manufacturing process or as an ingredient in any part, sourced product, accessory, or packaging (even if the substance is not present in the final form) then the details of the substance's use must be reported to Seaboard. Upon request, Supplier shall provide to Seaboard certificates of compliance certifying that the products, packaging and/or packaging material for the Goods provided hereunder are in compliance with the requirements set forth above. Supplier shall provide updates on usage to Seaboard on a per change basis.

**10. Non-discrimination.** Supplier represents and warrants that it will not discriminate against or harass any of Seaboard's employees, consultants, customers or any other Seaboard vendors on the basis of race, ethnicity, sex, color, religion, national origin, age, pregnancy, disability, sexual orientation or any other basis prohibited by applicable Laws.

**11. Federal Contractor Responsibilities.** To the extent not exempt, Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. In addition, Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. To the extent not exempt, Supplier shall also abide by the requirements of 29 CFR Part 471, Appendix A.

**12. Materials and Other Resources.** Unless Seaboard provides Supplier with materials, equipment or tooling in connection with an Order, Supplier, at its sole cost and expense, will obtain all necessary materials, equipment, tooling, ingredients, personnel, and supplies to perform its obligations under an Order. Seaboard may direct Supplier to purchase materials from certain suppliers and Supplier will do so unless it would cause Supplier to breach its existing contracts. Supplier will only use such materials to perform under the Order and will pass through to Seaboard any rebates or other savings Supplier receives as a result. If Seaboard provides Supplier with any materials, equipment or tooling in connection with an Order: (i) they are provided "AS IS," (ii) they will remain Seaboard property, (iii) Supplier will maintain them in good condition (normal wear and tear excepted), (iv) Supplier will ensure they remain free of any liens or security interests, (v) Supplier will only use them in connection with the Order, and (vi) Supplier will return them to Seaboard in good condition (normal wear and tear excepted) or otherwise dispose of them as Seaboard directs. Using materials, equipment, or tooling provided by Seaboard or using a supplier directed by Seaboard will not relieve Supplier of any of its obligations under the Order or shift any liability from Supplier to Seaboard.

**13. Order Changes and Cancellation.** Upon notice to Supplier, Seaboard may make changes in the specifications or quantity of the Goods ordered before they are manufactured or in the timing, method or place of delivery before they are shipped. If Supplier determines that any change made by Seaboard requires an adjustment in the price or in the

schedule previously agreed to, Supplier must notify Seaboard of the adjustment immediately, but in any event within 2 business days, after the date on which Seaboard notifies Supplier of the change. If Supplier does not provide its notice of adjustment in a timely manner, then Supplier's claim for adjustment shall be waived. All adjustments agreed to by Seaboard and Supplier shall be documented with a revised Order or other written agreement between the parties. Seaboard may cancel an Order for Services at any time for any or no reason by notifying Supplier and shall only be obligated to pay for Services actually rendered prior to such cancellation, if any. Seaboard may cancel an Order for any or no reason with respect to any Goods not yet shipped by notifying Supplier (unless otherwise specified on the face of the Order).

**14. Delivery; Risk of Loss.** Time is of the essence with respect to Supplier's obligations under the Order. If Goods are not delivered by the date stated in the Order, Seaboard may, without liability and in addition to its other rights, terminate the Order, reschedule the Order, or buy substitute Goods elsewhere and charge Supplier for any additional costs incurred purchasing the substitute Goods. All Goods will be delivered, and Services performed on weekdays during Seaboard normal business hours, unless otherwise stated on the Order. All Goods will ship to Seaboard's designated delivery location at Supplier's cost and expense, unless otherwise stated on the Order. All Goods shall be properly packed, sealed and secured in such manner as to reach their destination in good condition, and Supplier must properly label all units with Supplier's name, description of Goods, Order number and any other identifying information Seaboard requires. Except as the Order otherwise expressly provides, risk of, damage to, or loss of, the Goods will pass to Seaboard upon delivery to the location designated on the face of the Order. Title and ownership of the Goods passes to Seaboard at the time of delivery or payment of the price, whichever is earlier.

**15. Non-Compliant and Defective Goods or Services.** If any quantity of Goods is defective, fails to comply with any of the warranties and representations set forth in these Purchase Terms, does not conform to samples, descriptions, specifications or other requirements of the Order, or arrives with opened or damaged packaging, Seaboard may, at its option and without prejudice to its other rights, reject all of such quantity, accept all of such quantity, or accept part of such quantity and reject the rest. Supplier will reimburse Seaboard in full for the quantity of Goods rejected within 30 days of notice of rejection, and/or upon Seaboard's request and at Supplier's sole expense, replace or satisfactorily repair the quantity of Goods rejected by Seaboard within 10 days of notice of rejection. Supplier will assume any and all costs of transportation both ways for rejected Goods and any other related expenses, including incremental storage, handling and disposal costs, with title and risk of loss passing to Supplier at Seaboard's location, unless Seaboard otherwise specifies at the time of return.

If any of the Services are defective, fail to comply with any of the warranties and representations set forth in Section 6, or do not conform to specifications or other requirements of the Order, Seaboard may, at its option and without prejudice to its other rights, reject all or any part of such Services. Supplier will, at Seaboard's option, re-perform such Services at no additional cost or provide a refund to Seaboard in the amount of the price paid for the Services.

**16. INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SUPPLIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SEABOARD AND ITS SHAREHOLDERS, MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM AND AGAINST ALL LOSSES, DAMAGES, LIABILITIES, SETTLEMENTS, JUDGMENTS, DEMANDS, FINES, PENALTIES, AWARDS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS) ARISING FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, OR PROCEEDINGS (WHETHER OR NOT INVOLVING A THIRD-PARTY)("CLAIMS") ARISING OUT OF OR IN CONNECTION WITH (A) ANY PURCHASE BY SEABOARD FROM SUPPLIER; (B) ANY BREACH OF SUPPLIER'S WARRANTIES, REPRESENTATIONS, OR OTHER OBLIGATIONS OR DUTIES CONTAINED IN AN ORDER; (C) ANY BREACH OR VIOLATION BY SUPPLIER OF APPLICABLE LAW; OR (D) THE NEGLIGENT ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT RELATING TO AN ORDER BY SUPPLIER, ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, SUBCONTRACTORS OR AGENTS. SUPPLIER WILL REIMBURSE ANY OF THE INDEMNIFIED PARTIES LISTED ABOVE FOR ALL REASONABLE EXPENSES (INCLUDING REASONABLE ATTORNEY'S, EXPERT, AND CONSULTANT FEES) AS THEY ARE INCURRED BY THE INDEMNIFIED PARTY IN CONNECTION WITH DEFENDING OR PREPARING TO DEFEND ANY PENDING OR THREATENED CLAIMS, WHETHER OR NOT THE INDEMNIFIED PARTY IS A PARTY HERETO.

**17. Insurance.** During the term of any Order and for two (2) years thereafter, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to: (i) commercial general liability (including

products and completed operations coverage) with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) workers' compensation with limits no less than the minimum required by applicable law; (iii) employer's liability with limits no less than \$1,000,000 per accident/disease; (iv) automobile liability with combined limits of no less than \$2,000,000 per occurrence, and (v) if applicable, errors and omissions/professional liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Upon Seaboard's request and in each case prior to performing any Services at any Seaboard facility, Supplier shall provide Seaboard with a certificate of insurance from Supplier's insurer(s) evidencing the insurance coverage required herein and listing the purchasing Seaboard entity and its affiliates as additional insureds. Supplier shall provide Seaboard with sixty (60) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policies. Except where prohibited by law, Supplier shall require its insurers to waive all rights of subrogation against Seaboard and to provide Supplier's insurance to be primary with any insurance in the name of or for the benefit of Seaboard to be excess and non-contributory. Seaboard reserves the right to waive or modify, in writing, at Seaboard's sole discretion, any of the requirements set forth in this Section 17; provided that nothing in this Section 17 shall not be construed as waiving, restricting or limiting the liability of Supplier for any obligations imposed hereunder (including, but not limited to, indemnification obligations).

**18. Limitation of Liability; Statute of Limitations.** IN NO EVENT SHALL SEABOARD BE LIABLE FOR ANTICIPATED PROFITS, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PENALTIES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SEABOARD'S AGGREGATE LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATED TO ANY TRANSACTION GOVERNED BY THESE TERMS SHALL IN NO CASE EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY SEABOARD TO SUPPLIER FOR THE GOODS OR SERVICES PROVIDED UNDER THE ORDER GIVING RISE TO THE CLAIM. SUPPLIER MUST COMMENCE ANY ACTION AGAINST SEABOARD ARISING FROM AN ORDER WITHIN ONE (1) YEAR FROM THE DATE THE CAUSE OF ACTION ACCRUES.

**19. Health and Safety.** While on Seaboard's premises, Supplier and its employees, subcontractors and agents ("Supplier Personnel") will comply with all work rules and policies of Seaboard, including but not limited to Seaboard's environmental, health, and safety rules. Notwithstanding any of the other provisions herein, Supplier shall be solely responsible for the health and safety of all Supplier Personnel performing Services on site at Seaboard facilities, including but not limited to: (i) all associated training; (ii) ensuring that all Supplier Personnel comply with all reasonable general rules and policies of Seaboard posted on site or communicated to Supplier or Supplier Personnel; (iii) the provision of all standard personal protective equipment other than hard hats, safety glasses, and ear plugs; and (iv) investigation, recording and reporting of all work-related illnesses and injuries in compliance with applicable laws, regulations and standards. Supplier shall defend, indemnify, and hold harmless Seaboard from and against any and all losses, liabilities or damages based upon or arising out of a claim for the bodily injury or death of any Supplier Personnel while performing Services on Seaboard property. Seaboard reserves the right, in its sole discretion and for any reason not prohibited by applicable law, to remove or request removal of any Supplier employees, subcontractors or other representatives from Seaboard property at any time or from a project, and Supplier will replace such personnel as soon as practicable.

**20. Choice of Law; Venue; Waiver of Jury Trial.** All disputes arising out of or in connection with any Order or purchase by Seaboard will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules. Supplier consents to the jurisdiction of the state and federal courts of Kansas, and disputes arising hereunder shall be brought only in such venues. THE PARTIES IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY ORDER OR ANY PURCHASE BY Seaboard, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY.

**21. Force Majeure.** If either party is unable to perform its obligations under an Order due to any act of God, fire, flood, earthquake or other natural disaster; civil disturbance, war, riot, or act of terrorism; epidemic, quarantine restrictions, or act or order of any governmental authority; or any other cause beyond its reasonable control ("Force Majeure Event"), that party will promptly notify the other party in writing, and its performance under the Order will be temporarily excused. The affected party will make reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as practicable. If Supplier's inability to perform under this Section 21 continues for more than twenty (20) days, Seaboard may cancel the Order or the remainder of an Order immediately, without costs or

penalty, by giving written notice to Supplier. Unexpected cost increases caused by changing market conditions, and labor strikes, work slowdowns, or other job actions at Supplier's facility are not Force Majeure Events.

**22. Confidential Information; Publicity.** The provisions of this Section 22 shall apply unless an executed, written confidentiality agreement exists between Seaboard and Supplier. Supplier acknowledges that in the provision of Goods or Services, Seaboard may provide, or Supplier may otherwise obtain or see, non-public information, materials, or data that Seaboard considers proprietary and/or confidential, including but not limited to the terms of any Order ("Confidential Information"). Supplier will maintain all Confidential Information that it has seen or received or will in the future see or receive in the strictest confidence, and Supplier will not disclose or use Confidential Information or other information provided by Seaboard, except as necessary to perform its obligations under an Order. Supplier agrees to only disclose Confidential Information to its employees or agents as and to the extent necessary to enable Supplier to perform under the Order. Supplier will inform each of its employees and agents that have access to such Confidential Information of the obligations under this Section 22, and Supplier will be responsible for any breach of this Section 22 by any employee, agent, or representative. Seaboard owns the Confidential Information and Supplier must return or destroy it (including all copies thereof) if requested by Seaboard. Supplier further agrees and acknowledges that it will not provide Seaboard with any third-party confidential information. Supplier shall not publish or include Seaboard's name, logos or trademarks or service marks in any marketing materials or on its website or disclose that Seaboard is Supplier's customer without Seaboard's written consent.

**23. Data Privacy.** With respect to Services provided to Seaboard, Supplier acknowledges that Seaboard may be subject to various state privacy laws and regulations which may require that when personal information or personal data (as defined by such laws or regulations) is disclosed to or processed by a vendor that such use must be governed by a written agreement. Supplier agrees that it will not receive or process any personal information associated with Seaboard without execution of a separate written agreement governing the parties' compliance with any applicable data privacy Laws.

**24. Intellectual Property; Work for Hire.** Seaboard, and/or its affiliates, shall remain the sole and exclusive owner of all right, title and interest in and to (i) any data, materials or documents (in any form or medium) provided to Supplier for purposes of an Order, and (ii) any tangible or intangible work product or deliverables Supplier creates, produces or develops for Seaboard under any Order, including all Intellectual Property Rights therein ("Deliverables"). Supplier agrees and will cause its employees and other representatives to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Seaboard. To the extent that any of the Deliverables do not constitute a "work made for hire," Supplier hereby irrevocably assigns, and shall cause its employees and other representatives to irrevocably assign to Seaboard, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. For purposes of these Purchase Terms, "Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), and rights in data and databases; (d) trade secrets, know-how and other Confidential Information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**25. Independent Contractor.** Orders do not create a partnership, joint venture, employment relationship, or other similar relationship between the parties and any of their respective employees. Each party is an independent contractor to the other party, has no authority to bind the other party, and is solely responsible for its respective employees, directors, officers, contractors, subcontractors and agents.

**26. Assignment.** Supplier may not assign or otherwise transfer an Order (or any portion of an Order) or any of its rights or obligations under an Order, without Seaboard's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon written notice to Seaboard, Supplier may assign an Order to a successor of all or substantially all of the assets of Supplier through merger, reorganization, consolidation or acquisition. Seaboard may freely assign all or any portion of an Order without Supplier's consent and will not be liable for any obligations under

the Order that arise after the assignment. Any successors or permitted assigns will be bound by the terms and conditions of the Order.

27. **Subcontractors.** To the extent that Supplier uses a subcontractor, Supplier will be responsible for the subcontractor's compliance with Supplier's warranties, representations, obligations and liabilities hereunder, and Supplier agrees to be responsible to Seaboard for the subcontractor's actions and inactions to the same extent as if such actions or inactions were that of Supplier.

28. **Attorneys' Fees and Costs.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non prevailing party.

29. **Audit Rights.** During the term of any Order and for two (2) years (or longer if related to a claim for which the statute of limitations is longer) thereafter, Supplier will maintain its records relating to this Agreement. During this period and subject to reasonable confidentiality and use restrictions, Seaboard will have the right upon reasonable notice during normal business hours to inspect and audit Supplier's facilities and records to verify Supplier's compliance with its representations, warranties and obligations hereunder and to verify the accuracy of fees charged pursuant to an Order.

30. **Notices.** All notices must be in writing and will be deemed given only when (i) hand delivered, (ii) one business day following the day sent by documented overnight delivery service to the party whom the notice is directed at its address indicated in the applicable Order or otherwise provided in writing, or (iii) sent by electronic mail to the party whom notice is directed at the electronic mail address specified in the applicable Order or otherwise provided in writing, with acknowledgement of receipt. Provided, that if notice is provided to Seaboard under this Section, a copy shall also be sent via email to: [legal@seaboardfoods.com](mailto:legal@seaboardfoods.com).

31. **Miscellaneous Terms.** An Order gives no rights or benefits to anyone other than Seaboard and Supplier and their permitted successors and assigns. If any term contained in an Order, including these Purchase Terms, is held or finally determined to be invalid, illegal or unenforceable in any respect, such term shall be severed from the Order, and the remaining terms shall continue in full force and effect. No waiver by Seaboard of any breach of a provision of an Order will be deemed to constitute a waiver of any other breach of such provision or any other provision of the Order. Any waiver by Seaboard must be in writing. Any term or provision of an Order which by its nature is intended to survive the expiration or termination of an Order shall survive, including but not limited to Sections 5, 6, 7, 8, 15, 16, 17, 18 and 20 of the Purchase Terms. No conflict, ambiguity or interpretation shall be construed against the drafter of an Order or these Purchase Terms. The rights and remedies of Seaboard under Orders are cumulative, non-exclusive and in addition to any other rights and remedies available at law, in equity, or otherwise.