

SHIPT, INC. PURCHASE ORDER TERMS AND CONDITIONS

These Shipt, Inc. Purchase Order Terms and Conditions, together with the terms contained in Purchaser's online payment system ("POL"), any purchase order (whether issued in writing, electronic data interchange, POL, or otherwise, "Purchase Order") by Shipt, Inc. ("Purchaser"), and any other attachments, instructions, or requirements furnished by Purchaser to the recipient of the Purchase Order ("Vendor") (collectively, jointly, and severally, as modified, amended, restated, or supplemented from time to time in accordance with the terms hereof, the "Contract"), sets forth the complete agreement and understanding between Purchaser and Vendor relating to the purchase of Goods (as hereinafter defined) and supersedes any prior agreement, written or oral, with respect to its subject matter. This Contract is an offer by Purchaser to purchase the specified Goods on the terms herein and can only be accepted by Vendor on such terms. Any additional or different terms in Vendor's acknowledgment, invoice, or other document will have no effect. By accepting, beginning work under, shipping, or submitting an invoice for payment related to any Purchase Order, Vendor shall be deemed to have accepted all terms of this Contract. This Contract is legally valid, binding upon Purchaser, Vendor, and their respective permitted successors and assigns, and enforceable in accordance with its terms, to the same extent as if it were physically executed by the parties.

1. Goods; Vendor Services. As used herein, (i) "Goods" means the items of merchandise that are the subject of the Contract (including, without limitation, any related Vendor Services or Vendor Equipment (each as hereinafter defined), components, packaging, labeling, instructions, printed matter, product descriptions, product designs, product images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise), (ii) "Vendor Services" means services performed by Vendor related to or in connection with Goods (including, without limitation, delivery, stocking, removal, installation, maintenance, promotion, consulting, category management, or other services), and (iii) "Vendor Equipment" means any equipment, fixtures, or other tangible property installed in connection with the provision of Vendor Services or necessary to use the Goods. If Vendor's work under this Contract requires Vendor to be on the Purchaser's premises, then Vendor shall take all necessary precautions to prevent any injury to persons or damage to property and shall comply with Purchaser's policies and rules regarding health, safety and security, legal compliance, data privacy and information security. All Vendor Services are performed by Vendor as an independent contractor of Purchaser, and Vendor's personnel shall under no circumstances be considered employees or joint employees of Purchaser.

2. Strict Compliance. Time is of the essence. Vendor shall perform in strict compliance with the terms of this Contract. Vendor agrees that the Goods will comply with all applicable federal, state, and local laws and all codes, ordinances, rules, regulations and requirements of the country of origin, the country of transit, or any applicable country or jurisdiction (collectively, "Applicable Laws").

3. Cancellation. Purchaser may cancel this Contract, in whole or in part, at any time, with or without cause, upon written notice to Vendor without any liability to Vendor.

4. Representations and Warranties. Vendor represents and warrants the following for two (2) years following the date of acceptance of the Goods by Purchaser: (a) the Goods (i) comply with all Applicable Laws, (ii) meet the specifications, drawings, samples, or other descriptions contained in the Contract, or provided to or approved by Purchaser, (iii) are merchantable, of satisfactory quality, of good material and workmanship, and free from defect (latent or patent) and any liens or security interests, (iv) are fit for Purchaser's intended purpose, if known by Vendor, (v) do not infringe or misappropriate a third party's intellectual property rights, and (vi) do not in any way originate from or be provided by any country, person, or entity that would cause Purchaser or its affiliates to be in violation of or penalized under U.S. or other applicable economic sanctions laws; (b) the Vendor Services have been or will be performed in a professional and workmanlike manner by qualified personnel and in compliance with Applicable Law; (c) Vendor will (i) timely deliver the Goods as specified in the Contract, (ii) at its own expense, obtain and maintain all necessary permits, licenses, or other approvals, and provide all necessary Vendor Services and Vendor Equipment, (iii) not dispose of any material on Purchaser's premises absent Purchaser's written consent, and (iv) upon completion of any Vendor Services, immediately return Purchaser's premises to its original state; (d) no liens or claims will be filed, maintained, or enforced by Vendor or its suppliers or contractors against Purchaser or the Goods for all or any portion of services performed or materials supplied in connection with

Goods; (e) Vendor's obligations under this Contract do not conflict with any agreement or restriction to which it is or may be bound or subject or require the consent or approval of any governmental body or other person or entity; and (f) this Contract has been approved by all necessary proceedings on Vendor's part and is the valid and binding obligation of Vendor, enforceable against Vendor in accordance with its terms. These warranties survive delivery, inspection, payment, and acceptance. Vendor shall replace or correct, at Purchaser's option and at Vendor's cost, defects of any Goods not conforming to the warranties herein. If Vendor fails to correct defects in or replace nonconforming Goods within ten (10) days from the date that Purchaser notifies Vendor of such defects, then Purchaser may, on ten (10) days' prior written notice to Vendor, either make such corrections or replace such Goods at Vendor's sole cost and expense, or revoke its acceptance of the Goods, in which event Vendor shall be obligated to refund the purchase price and make all necessary arrangements, at Vendor's sole cost and expense, for the return of goods to Vendor or destruction thereof in accordance with the terms of this Contract.

5. Acceptance of Goods. Purchaser shall have a reasonable period of time after performance within which to inspect and accept the Goods. Receipt of, or payment for, the Goods shall not constitute final acceptance, and will not affect Purchaser's remedies.

6. Price. The price for Goods set forth in the Purchase Order shall be the lowest price charged by Vendor for similar quantities of the Goods to other customers. Unless otherwise set forth herein, prices set forth in a Purchase Order are complete, fixed, and all-inclusive (e.g., including shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating). No additional fees or charges shall apply without Purchaser's written consent. In lieu of paying taxes, Purchaser may tender its tax exemption certificate. All technical documentation and other literature necessary for the proper use of the Goods will be provided to Purchaser with the Goods and its cost is included in the price.

7. Payment; Invoices. Vendor will invoice Purchaser for the amounts due hereunder within one hundred twenty (120) days after delivery of Goods. Purchaser will pay all undisputed amounts on a net sixty (60) day basis after Purchaser's receipt of Vendor's invoice. All invoices must be submitted electronically to accountspayable@shipt.com and shall reference, at a minimum, the Purchase Order number, Vendor's name, address where payment should be sent, a detailed description of the Goods (size, quantity, SKU or item number, and unit price) and/or Vendor Services and Vendor Equipment (and the date of performance), and the bill of lading with carrier's name and shipment date. Vendor will follow any additional directions provided by Purchaser's accounts payable department. In the event of a payment dispute, Purchaser shall provide Vendor with a reasonable description of each disputed item and the parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations notwithstanding any such dispute. Payment of any invoice by Purchaser does not constitute final acceptance of Goods or otherwise affect Purchaser's right to exercise any right or remedy under the Contract. Purchaser may set-off any amount owed by Vendor to Purchaser against any amount due and owing to Vendor. Purchaser shall not be responsible for paying any invoice submitted by Vendor more than one hundred twenty (120) days after Goods have been delivered.

8. Shipment Details; Risk of Loss. Each package within each shipment shall clearly reference the Goods within it, Purchaser's Purchase Order number, and Vendor's packing list number. All the prices are established as F.O.B. Vendor and/or Origin Dock, Freight Prepaid, unless otherwise specifically provided on the Purchase Order. Title and risk of loss shall not pass to Purchaser until delivery of the Goods to the location designated on the face of the Purchase Order and final acceptance by Purchaser. If Purchaser rightfully rejects the Goods, receives a non-conforming tender, or revokes its acceptance, risk of loss and title shall be deemed to have remained with Vendor. The responsibility for freight damaged Goods will be assumed by Vendor. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by Vendor. Vendor will not declare any value on such materials shipped via United Parcel Service, Rail Express, Air Express, Air Freight or Parcel Post. Vendor will release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification.

9. Inventions. For new or modified Goods, all rights, title, and interest in any inventions (including discoveries, ideas, or improvements, whether patentable or not), which are conceived or made during or after the term of this Contract and arise from Purchaser's information, or are developed specifically for Purchaser, belong to Purchaser. If Vendor produces works of authorship specifically for Purchaser ("Works"), then the same shall be deemed "works made for hire" under Applicable Law and Purchaser will receive all rights, title, and interest thereto. Vendor agrees to assign, and hereby assigns, to Purchaser and its successors and assigns all rights, title, and interest, in and to the Works. Nothing in this Contract will affect the pre-existing intellectual property rights of the parties.

10. Confidentiality. Vendor will keep confidential the terms of this Contract and all Purchaser non-public and proprietary information (which shall include, without limitation, all pricing, technology, intended use, and other information shared by Purchaser with Vendor). Vendor will not use this information for any purpose other than in performance hereof, and will not disclose this information except to the extent required by law, and only after prior written notice to Purchaser.

11. Audit. Purchaser shall have the right to audit and inspect ("Audit"), and make copies of, the records and facilities of Vendor and its agents and contractors used in performance of this Contract, or relating to the Goods, to the extent reasonably necessary to determine Vendor's compliance with this Contract. Vendor shall provide Purchaser and its representatives performing the Audit with reasonable assistance. Any audit or lack thereof shall not release Vendor from any of its obligations hereunder.

12. Breach. The occurrence of any of the following shall constitute a breach of the Contract by Vendor: (i) Goods are defective in whole or in part or do not conform to Vendor's warranties; (ii) inaccuracy, untruth, or breach of Vendor's representations and warranties; (iii) delay in delivery or performance or departure from delivery, routing, hanging, ticketing, labeling or packaging instructions; (iv) deviation from or variation in quantities, qualities, assortments, prices, size, capacity, volume, content, or other standard of measure, or other terms or conditions specified in the Contract, regardless of industry standards; (v) a claim is made or Purchaser has reason to believe that the Goods contain defects or hazards that would create a substantial risk of injury to any person or property, or the Goods violate Applicable Laws or infringe any alleged patent, design, trade name, trademark, service mark, copyright, trade dress, right to privacy, right of publicity, or other similar proprietary or property right; (vi) the insolvency, reorganization, arrangement, receivership, or liquidation of Vendor, or Vendor makes a general assignment for the benefit of its creditors, or Vendor ceases to actively conduct its business or admits its inability to pay its debts as they become due, or Vendor files a voluntary petition for bankruptcy, or Vendor has filed against it an involuntary petition for bankruptcy; or (vii) any other failure by

Vendor to timely and fully comply with any of the terms of the Contract.

13. Remedies. In the event of any breach of the Contract by Vendor and subject to the other terms of the Contract, Purchaser may at any time, as to any or all Goods, without authorization from Vendor and in addition to any other remedies Purchaser may have: (i) reject or refuse to receive non-conforming Goods by written notice to Vendor; (ii) require Vendor to immediately replace, repair, or make good the non-conforming Goods, at Vendor's sole cost and expense; (iii) terminate any Purchase Order and/or the Contract and, in each case, seek damages; (iv) return or destroy rejected Goods at Vendor's expense; (v) revoke a prior acceptance of Goods; (vi) purchase substitute goods from a third party in lieu of the non-conforming Goods; or (vii) require Vendor to procure for Purchaser the right to use infringing Goods, or modify the Goods to remove the infringement. Vendor will be liable to Purchaser for (x) any direct and indirect damages, costs and expenses incurred or sustained by Purchaser in connection with Vendor's breach, including lost profits, attorneys' fees and costs incurred by Purchaser in obtaining substitute Goods elsewhere, (y) any penalties, fines, fees, handling charges and other amounts assessed against or incurred by Purchaser as a result of the breach (including attorneys' fees incurred by Purchaser in defending against or responding to such penalties or fines), and (z) if previously paid by Purchaser, the full unit price of any Goods that Purchaser has rejected (or revoked its acceptance of). Each of Purchaser's rights and remedies under the Contract is cumulative and in addition to any other remedies provided in law or equity, including the Uniform Commercial Code. No delay or failure by Purchaser in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by Purchaser shall be deemed to be a waiver of any such right or remedy. Any waiver of a right or remedy of Purchaser must be in writing and signed by a corporate officer of Purchaser.

14. Indemnification. Vendor shall defend, indemnify, and hold harmless Purchaser, Purchaser's affiliates, and each of their respective directors, officers, shareholders, members, managers, partners, employees, contractors, agents, successors and assigns (collectively, the "Purchaser Parties") from and against any liabilities, losses, investigations, inquiries, claims, demands, actions, proceedings, suits, damages, penalties, fines, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each a "Claim"), arising out of or relating to (i) any non-conforming Goods, (ii) any actual or alleged infringement or misappropriation of any third party's intellectual property rights, (iii) any breach by Vendor of any term of this Contract, (iv) Vendor's or its personnel's actions or omissions (including, without limitation, damage or destruction to personal property, or the personal injury or death of persons on Purchaser's property), (v) the breach or inaccuracy of any of Vendor's representations, warranties or guarantees contained in the Contract, (vi) the Vendor Equipment or Vendor Services (including without limitation any Claim that the persons performing the Vendor Services are employees or joint employees of Purchaser or any Claim for personal injuries or property damage suffered or caused by Vendor personnel), and (vii) all costs and expenses incurred by any Purchaser Party's response to any subpoena, discovery request or other request for information submitted to or served upon a Purchaser Party in connection with any lawsuit, claim or other proceeding to which Vendor is a party or any governmental investigation being conducted with respect to Vendor or the Goods. Any attorney selected by Vendor to defend Purchaser Parties must be reasonably satisfactory to Purchaser. It is the intent of the parties hereto that all Vendor indemnity obligations and responsibility for other costs and expenses be without limit and without regard to whether Purchaser furnishes specifications or inspects or approves Goods. The purchase of insurance and furnishing of any certificates shall not in any way modify Vendor's agreement to indemnify Purchaser Parties or be liable to Purchaser Parties for other costs and expenses. Purchaser's maximum liability arising from or relating to this Contract is limited to the amount paid by Purchaser for Goods. Furthermore, Purchaser

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shall have no liability whatsoever to Vendor for any punitive, exemplary, special, incidental, consequential, or indirect (including loss of profits, loss of information, and loss of goodwill) damage of any kind, however arising, even if advised of the possibility of such damages. In no event may Vendor bring a claim, dispute, lawsuit, demand or other cause of action based upon the transactions under the Contract (including debit memorandums, chargebacks or any other financial penalties assessed by Purchaser) more than one (1) year after the cause of action has accrued.

15. Insurance. Vendor shall maintain at its sole cost Commercial General Liability Insurance, including Products Liability and Completed Operations coverage, on an occurrence basis with limits of Five Million Dollars (\$5,000,000) for property damage and bodily injury or death, and such other industry standard insurance coverages as prudent companies in Vendor's industry should carry, in each case with an A+ rated insurer. Such policies shall be primary without right of contribution from Purchaser. A certificate of insurance shall be provided upon demand.

16. Force Majeure. A party will be excused from a failure or a delay in performance hereunder to the extent caused by events beyond its reasonable control. The party claiming force majeure must (i) make reasonable efforts to remove the cause of its inability to perform or its delay in performance, and (ii) give prompt written notice to the other party specifying its nature and anticipated duration. Vendor's economic hardship and changes in market conditions are not force majeure events.

17. Notices. All notices, consents, waivers, and other communications required or permitted to be given under the Contract shall be in writing and shall use one of the following methods of delivery: (a) U.S. reputable overnight courier, with such notice effective at the time delivery is shown in the courier's records; (b) postage prepaid by U.S. registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Alternatively, Purchaser may elect to provide notice to Vendor electronically by transmitting the notice to the email address provided by Vendor or by posting the notice on POL. Either party may designate another notice address in a notice given pursuant to this section. The proper notice address for Vendor is Vendor's address listed on the most recent Purchase Order. Notices sent to Purchaser shall be sent to Shipt, Inc. at 420 20th Street North, Suite 100, Birmingham, Alabama 35203, Attn: Legal Department.

18. Miscellaneous.

A. If the parties have executed a separate written agreement with regard to the transaction involving Goods identified in a Purchase Order (including, without limitation, a Master Services Agreement), then the terms of that agreement shall govern and control over these Shipt, Inc. Purchase Order Terms and Conditions.

B. Vendor shall not assign the Contract, in whole or in part, by operation of law, or otherwise, without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. Any purported assignment or delegation of the Contract by Vendor without Purchaser's prior written consent is void. Purchaser may assign the Contract, in whole or in part, to an affiliated entity or other designee in Purchaser's sole discretion. In the event Purchaser assigns the entire Contract, Purchaser shall have no further obligation to Vendor under the Contract.

C. The Contract may not be modified, amended, restated, or supplemented by course of dealing, course of performance, invoice, or any text, email, or oral communication between Purchaser and Vendor. The Contract may only be modified, amended, restated, or supplemented by a separate written agreement signed by Vendor and a corporate officer of Purchaser.

D. If any provision of the Contract is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of any provision herein.

E. The laws of the State of Delaware, without regard to Delaware's conflicts of laws rules, govern all matters arising out of or related to the Contract. The parties agree that the exclusive forum and venue for any lawsuit arising out of or related to the Contract shall be the state or federal courts located in Birmingham, Alabama, and the parties submit to the personal jurisdiction of that court.

F. Purchaser's rights under this Contract extend to the Purchaser Parties. As a result, any of the Purchaser Parties may enforce this Agreement. Except for the Purchaser Parties, this Contract is for the sole benefit of Purchaser and Vendor and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

G. If the Purchase Order bears a government contract number on its face, then Vendor shall comply with all pertinent provisions of said government contract and pertinent executive orders and directives to the extent that they apply to the subject matter of the Purchase Order and all such pertinent contract provisions, orders and directives are hereby incorporated by reference into this Contract. A copy of the government contract's pertinent terms and conditions will be given to Vendor on request.

H. The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. This Contract is not an exclusive agreement or volume commitment.

I. Vendor shall not use the trademarks, trade names, or product names of Purchaser or its affiliates without the prior written consent of Purchaser. If Vendor does so, then Purchaser may (i) terminate this Contract, in whole or in part, without further liability to Vendor, or (ii) issue a retraction in Vendor's name and at Vendor's expense, or require Vendor to issue a retraction.

J. Provisions of this Contract which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Contract. Without limiting the foregoing, for the avoidance of doubt, the provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, and 18 will survive any termination or expiration of this Contract.