

Services Agreement

This Services Agreement (this “Agreement”), dated as of (the “Effective Date”), is by and between **Williams Lea LLC.**, a Delaware corporation located at 227 W Monroe St Ste 500, Chicago, IL 60606 and its affiliates, (“WL/ RR Donnelley” or “Williams Lea”), and a [corporation/LLC/[OTHER-ENTITY], located at..... (“Service Provider”). Each of WL and Service Provider is sometimes referred to herein as a “Party” and collectively as, the “Parties.”

WHEREAS, Service Provider has the capability and capacity to provide certain support services to WL; and
WHEREAS, WL desires to retain Service Provider to provide certain support services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WL and Service Provider agree as follows:

1. Services. Service Provider shall provide to WL the services (the “Services”) set forth and outlined in any and all statements of work, exhibits, schedules, or purchase orders issued by WL.

2. Fees, Taxes and Expenses.

(a) In consideration of the provision of the Services by Service Provider and the rights granted to WL under this Agreement, WL shall pay the fees set forth and outlined in any and all statements of work, exhibits, schedules, or purchase orders issued by WL. Any request for reimbursable fees must be made to and approved by WL in writing and made in advance of commitment. Payment to Service Provider of such Fees and the reimbursement of expenses pursuant to this Section 2(a) shall constitute payment in full for the performance of the Services. **All undisputed Fees will be paid within sixty (60) days after WL’s receipt of an invoice from Service Provider.**

(b) For the avoidance of doubt, any pricing quoted is understood to be inclusive of all applicable federal, state, or municipal taxes of any nature (whether in the US or any other country), duties, levies, as well as any costs of import, export, or customs clearance of the Goods (collectively “**Taxes**”) and, unless expressly provided otherwise, all shipping and insurance costs through to the delivery destination specified by WL. Service Provider agrees to fully indemnify and exonerate WL from any claims for payment of Taxes arising in any way with respect to the Services from any third party or government agency in the US or any other jurisdiction.

(c) **A VALID PURCHASE ORDER MUST BE INCLUDED ON ALL SERVICE PROVIDER INVOICES FOR PAYMENT. ANY INVOICE AMOUNT THAT DOES NOT QUOTE A VALID PURCHASE ORDER NUMBER WILL BE RETURNED TO THE SERVICE PROVIDER UNPAID.**

(d) Indemnifications and Limitation of Liability.

(e) Service Provider shall defend, indemnify and hold harmless WL, its affiliates and its and their respective officers, directors, employees, agents, successors, from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses, including reasonable attorneys’ fees (collectively referred to herein as a “Loss”) arising out of or relating to: (i) Service Provider’s negligence or willful misconduct in performing the Services; (ii) Service Provider’s breach of any term or condition of any Statement of Work (including without limitation the terms and conditions of this Agreement and the representations and warranties contained herein or any Purchase Order); (iii) the failure of any Service to conform to the Documentation; (iv) any claim for any personal injury (including death) or damage to personal property (including lost data) arising from the Services or the negligent or intentional acts of Service Provider, its employees, agents, and/or independent contractors; (v) any claim of infringement of any copyright, patent, trademark, or any other intellectual or proprietary right arising out of or relating to any Services, provided, however, that this Section 3(a)(v) shall not apply in cases where such infringement claim is based on Artwork provided by WL. WL shall promptly notify Service Provider in writing of any such Loss and give Service Provider control of the defense of same, insofar as WL has the authority to do so. WL shall cooperate in, but not be responsible for paying for, the investigation and defense thereof. If Service Provider is not notified promptly of the Loss, this indemnity shall be inapplicable solely to the extent Service Provider is prejudiced by the delay in notice.

Document Name:	Americas Services Agreement				
Document #:	VM_1.15	Document Authorized by:	Global Head of Sourcing		
Issued / Revision Date:	08 Sep 2025	Revised by:	WL Sourcing Support Operations	Version #:	v1.3

(f) WL shall defend, indemnify and hold harmless Service Provider for any Loss arising from any third party claims of actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade secret, or other proprietary right by the Documentation or Artwork supplied by WL. Service Provider shall promptly notify WL in writing of any such Loss and give WL control of the defense of same, insofar as Service Provider has the authority to do so. Service Provider shall cooperate in the defense thereof. If WL is not notified promptly of the Loss, this indemnity shall be inapplicable to the extent WL is prejudiced by the delay in notice.

(g) Except as may be otherwise expressly agreed to in writing between WL and Service Provider, in no case shall WL indemnify or hold harmless Service Provider against any claim for personal injury, property, incidental, consequential, or special damages (or attorneys' fees with respect thereto) arising out of the negligent execution of this Agreement. Service Provider having insurance as required in this Agreement shall in no way be interpreted as relieving Service Provider of any responsibility under this Section 3.

(h) UNDER NO CIRCUMSTANCES WILL WL OR SERVICE PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODS OR OTHER SUCH PECUNIARY LOSS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY PURCHASE ORDER OR THE USE OR INABILITY TO USE THE SERVICES, EVEN IF WL OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF WL AND SERVICE PROVIDER UNDER THIS AGREEMENT WILL BE FOR WL TO PAY INVOICES AS THEY BECOME DUE IN ACCORDANCE WITH THE APPLICABLE PURCHASE ORDER.

3. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, images, work product and other materials that are delivered to WL under this Agreement or prepared by Service Provider in the course of performing the Services, except for any Confidential Information of Service Provider or Service Provider materials, shall be owned by WL. Service Provider hereby grants WL a non-transferable, non-sublicensable, fully paid-up, royalty-free license to use all Intellectual Property Rights solely in connection with the Services during the term of this Agreement.

4. Confidentiality. In the course of performing this Agreement, each party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") confidential information which the Receiving Party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, should know is the confidential information of the Disclosing Party ("Confidential Information"). Each Party agrees that all such Confidential Information acquired by the other hereunder shall be held in confidence, and neither Party shall reveal or use any such Confidential Information without the other Party's prior written consent, provided however, that WL may share Confidential Information with applicable vendors, clients or potential clients without the prior written consent of Service Provider. The Receiving Party shall disclose Confidential Information only to those who have a reasonable need to know the same in connection with the performance of this Agreement, and agrees to protect such Confidential Information with the same degree of care that it employs for the protection of its own confidential and proprietary information of a similar nature, but not less than reasonable care. Neither Party shall have any obligation, however, to preserve the confidentiality of any such information that (i) is in the public domain or generally available to the public, or (ii) was in the possession of or disclosed to the other prior to the date hereof, free of any obligation to keep the same confidential, or (iii) is lawfully acquired by the other from a third party under no obligation of confidentiality to the other Party or (iv) a Party is obligated under law or court order to disclose; provided, however, the Party required to so disclose shall give prompt written notice thereof to the other. For clarity, (x) each Party shall treat this Agreement, and its terms, as the Confidential Information of the other Party and shall not reference this Agreement, or its terms, in any quotes, invoices, or RFPs.

5. Term, Termination, and Survival.

(a) This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one (1) year unless sooner terminated pursuant to this Agreement (the "Term"). Thereafter the Term shall be automatically extended for an additional one (1) year term on each anniversary of such date unless either Party provides the other Party with written notice of termination at least ninety (90) days prior to the end of the then existing Term.

(b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party: (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within 45 days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Document Name:	Americas Services Agreement				
Document #:	VM_1.15	Document Authorized by:	Global Head of Sourcing		
Issued / Revision Date:	08 Sep 2025	Revised by:	WL Sourcing Support Operations	Version #:	v1.3

(c) Notwithstanding anything to the contrary in Section 6.2(b), WL may terminate this Agreement without cause with 10 days written notice to Service Provider. At Termination, all fees for any work/Services performed up to the Termination date will be paid to Service Provider.

(d) The rights and obligations of the Parties set forth in this Section 6, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. **Insurance.** Service Provider shall maintain in full force and effect during the Term of this Agreement and for a period of twelve (12) months thereafter the following insurance coverage (a) commercial general liability insurance of no less than USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate; (b) statutory worker compensation and employer's liability insurance of no less than USD 1,000,000 per claim; (c) errors and omission insurance of no less than USD 5,000,000 per occurrence and USD 10,000,000 in the aggregate; (d) commercial crime insurance with a minimum limit per event of USD 5,000,000; (e) umbrella liability insurance with a limit of not less than USD 5,000,000 per occurrence and an annual aggregate of USD 10,000,000. The commercial general liability insurance policy shall name WL as an additional insured. The insurers selected by Service Provider will have an A.M. Best rating of A- or better, or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Unless otherwise approved in writing by WL, which approval will not be unreasonably withheld, Service Provider will require that its subcontractors, if any, (i) maintain insurance coverages, as specified in or as similar to this Section 7, as applicable to the scope of Services subcontracted, or (ii) are endorsed as additional insureds on required Supplier coverages.

7. **Entire Agreement.** This Agreement, including and together with any exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. Notwithstanding the foregoing, this Agreement is ancillary to and without prejudice to any print, point of sale or packaging products supply agreement between the Parties.

8. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this Section 8.

Notice to Service Provider:

(Name)

..... (Address 1)

..... (Name 2)

..... (Attention)

[Title of the officer to receive notices]

Notice to WL: **Williams Lea LLC.**
227 W Monroe St Ste 500,
Chicago, IL 60606
Attention: – Darren Lemonius- Head of Sourcing

9. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. **Amendments.** No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each Party.

11. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Document Name:	Americas Services Agreement				
Document #:	VM_1.15	Document Authorized by:	Global Head of Sourcing		
Issued / Revision Date:	08 Sep 2025	Revised by:	WL Sourcing Support Operations	Version #:	v1.3

12. Assignment. Service Provider shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of WL. Any purported assignment or delegation in violation of this Section 12 shall be null and void. No assignment or delegation shall relieve the Service Provider of any of its obligations under this Agreement. WL may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of WL's assets without Service Provider's consent.

13. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

14. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, WL being interested only in the results thereof. Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give WL the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement 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.

15. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Governing Law; Jurisdiction; Waiver of Right to Jury Trial. This Agreement, together with any exhibits, schedules, attachments and appendices, shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of New York without regard to the conflict of law principles thereof. The Parties agree and submit to the exclusive jurisdiction of New York (borough of Manhattan) and waive any defense of forum nonconveniens. Any disputes related to this Agreement shall be submitted to binding arbitration, conducted by a single arbitrator. All arbitration proceedings shall be closed to the public and confidential, except as necessary to obtain court confirmation of the arbitration award.

17. Counterparts; Electronic and Digital Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission ("pdf" or "tif") shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. In addition, each Party expressly agrees to the use and acceptance of electronic signatures, whether digital or encrypted, and that the electronic signature of a Party shall have the same force and effect as a manual signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the day and year first set forth above.

[_____] By: _____ Name: _____ Title: _____ Date Signed: _____	Williams Lea LLC. By: _____ Name: _____ Title: _____ Date Signed: _____
--	---

Document Name:	Americas Services Agreement				
Document #:	VM_1.15	Document Authorized by:	Global Head of Sourcing		
Issued / Revision Date:	08 Sep 2025	Revised by:	WL Sourcing Support Operations	Version #:	v1.3