

**Fill in this information to identify the case:**

Debtor 1 Multi-Color Corporation, et al.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: District of New Jersey

Case number 26-10910

Official Form 410

**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor? BDO USA, P.C.  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor BDO USA, LLP

2. Has this claim been acquired from someone else?  No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p><b>Where should notices to the creditor be sent?</b></p> <p><u>BDO USA, P.C. Attn: Jared Schierbaum</u> Name <u>4250 Lancaster Pike, Suite 120</u> Number Street <u>Wilmington DE 19805</u> City State ZIP Code Contact phone <u>(302) 656-5500</u> Contact email <u>jschierbaum@bdo.com</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p><u>BDO USA, P.C. Attn: Fred Jones</u> Name <u>5300 Patterson Ave S.E., Suite 100</u> Number Street <u>Grand Rapids MI 49512</u> City State ZIP Code Contact phone <u>(616) 816-6037</u> Contact email <u>Fjones@bdo.com</u></p>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
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4. Does this claim amend one already filed?  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  No  
 Yes. Who made the earlier filing? \_\_\_\_\_

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26109102602160000000000002

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 3 4 3

7. How much is the claim? \$ 10,700.00. Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  
Professional Services

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/12/2026  
MM / DD / YYYY

\_\_\_\_\_  
Signature

Print the name of the person who is completing and signing this claim:

Name Fred Jones  
First name Middle name Last name

Title Director - Credit to Cash

Company BDO USA, P.C.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5300 Patterson Ave S.E., Suite 100  
Number Street

Grand Rapids MI 49512  
City State ZIP Code

Contact phone (616) 816-6037 Email FJones@bdo.com

RECEIVED  
FEB 16 2026

VERITA GLOBAL



Multi-Color Corporation  
 Matthew Skiles  
 4053 Clough Woods Drive  
 Batavia, OH 45103

1/30/2026

Customer# 0482343

**Statement Of Account**

Date	Transaction	Class	Attention To	Original Amount Due	Payments/credits	Amount Due	Days Outstanding
10/31/2025	500078941	Invoice	Matthew Skiles	10,700.00	0.00	10,700.00	91

**Total Balance:** 10,700.00

Amount Due	0-30 Days	31-60 Days	61-90 Days	>90 Days	Totals
	0.00	0.00	0.00	10,700.00	10,700.00

We appreciate your business. If you haven't already, please forward payment to the remittance address below. For inquiries please contact Mona Chaudhry, Credit Analyst, at (616) 816-6038 or muchaudhry@bdo.com.

**Mail:**  
 BDO  
 PO Box 642743  
 Pittsburgh, PA 15264

**Overnight:**  
 PNC Bank Firstside Center  
 Lockbox Department  
 500 First Avenue  
 Pittsburgh, PA 15219  
 Attn: Lockbox # 642743 (BDO)

**Wire and ACH:**  
 PNC Bank, N.A  
 Pittsburgh, PA  
 ABA# 031207607  
 A/C# 8013580178  
 Swift# PNCCUS33

**Pay Online:**  
 BDO offers a fast, secure, and convenient way to pay invoices 24 hours a day, 7 days a week.  
 To review your account and make payment via credit card or direct debit, visit [www.bdo.com/payments](http://www.bdo.com/payments) and Sign in or Register.

When paying via ACH or Wire, please provide remittance information to [ARlockbox@bdo.com](mailto:ARlockbox@bdo.com).

COPY



Customer #	0482343
Invoice #	500078941
Invoice Date	October 31, 2025
Due Date	October 31, 2025
Invoice Total	\$10,700.00

Multi-Color Corporation  
Matthew Skiles  
4053 Clough Woods Drive  
Batavia, OH 45103

For professional services rendered in connection with the following:

Knoxville TVA - Correspondence with Client and TVA regarding Company name change and updates to the TVA Application. Received Final Offer for the TVA Investment Credit.	10,384.00
Expenses	316.00
<b>Invoice Total:</b>	<b><u><u>\$10,700.00</u></u></b>

For invoice inquiries, contact Mona Chaudhry, Credit Analyst at 616-816-6038 or [muchaudhry@bdo.com](mailto:muchaudhry@bdo.com).

**Pay Online:**

To review your account and make payments via credit card or direct debit, visit [www.bdo.com/online-payment-portal](http://www.bdo.com/online-payment-portal) and Sign in or Register.

**Mail:**

BDO  
PO Box 642743  
Pittsburgh, PA  
15264-2743

**Wire and ACH:**

PNC Bank, N.A.  
Pittsburgh, PA  
ABA# 031207607  
A/C# 8013580178  
Swift# PNCCUS33

**Overnight:**

PNC Bank Firstside Center  
Lockbox Department  
500 First Avenue  
Pittsburgh, PA 15219  
Attn: Lockbox # 642743 (BDO)

When paying via ACH or Wire, please send remittance information to [ARLockbox@bdo.com](mailto:ARLockbox@bdo.com).

This invoice was issued by BDO USA, P.C., a Virginia professional service corporation and the U.S. member of BDO International Limited, a UK company limited by guarantee.

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is effective as of the 3<sup>rd</sup> day of September, 2024 (the "Effective Date") by and between Multi-Color Corporation, an Ohio corporation (together with its affiliates and subsidiaries, "MCC") with its principal place of business located at Fifth Third Center, 6111 N. River Road, 8<sup>th</sup> Floor, Rosemont, IL 60018, and BDO USA (which refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.) (hereinafter "Consultant") residing at 330 North Wabash, Suite 3200, Chicago, IL 60611.

### RECITALS:

**WHEREAS**, MCC desires to retain Consultant to provide certain professional services upon the terms and conditions hereinafter set forth, and Consultant is willing to perform such services.

**NOW THEREFORE**, in consideration of the foregoing, and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT:

1. **Services.** Consultant and MCC agree that this Agreement governs the performance of tax, advisory and third party attestation services (the "Services") by Consultant and any of its affiliates or wholly owned subsidiaries, as defined in a Statement of Work ("SOW"), a form of which is attached hereto as Exhibit A. To the extent there is any conflict or inconsistency between the Agreement and any SOW and, unless the parties specifically state in writing that they intend to modify a term of this Agreement, the terms of this Agreement shall prevail. Consultant's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. Consultant shall have no responsibility to address any legal matters or questions of law. After completion of the Services, Consultant will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless MCC separately engages Consultant in writing to do so.

2. **Fees and Payment.**

(a) MCC agrees that the amount of Fees is based upon the expectation that certain information and assistance will be received by Consultant in a timely manner from MCC as set forth in this Agreement. If Consultant believes an additional fee is required as the result of the failure of MCC to meet any of these requests for information or for any other reason, Consultant will inform MCC in a timely manner. MCC shall pay Consultant the fees and expenses described in the SOW (the "Fees") within sixty (60) days after receipt.

(b) MCC shall reimburse Consultant for all pre-approved travel expenses that are reasonable, actual, itemized and accompanied by receipts. Consultant will make best efforts, including but not limited to the appropriate planning of travel, to mitigate unnecessary and/or excessive travel expenses. Consultant shall utilize coach airfare, standard rental cars and standard hotel rooms as directed by MCC. Mileage reimbursement for use of a personal car shall be in accordance with IRS standards.

(c) All invoices shall include sufficient detail so as to allow proper audit by MCC prior to payment. MCC shall not be liable for any additional expenses unless expressly provided herein or approved in writing by MCC. MCC may, in good faith, dispute all or a portion of an invoice by written notice, delivered within 30 days of receipt of invoice, detailing the amounts in dispute and the reasons therefor; invoiced amounts that are not disputed within such time shall be deemed undisputed. The parties shall seek to resolve any invoice disputes expeditiously and in good faith. Payment by MCC of

an invoice is not an acceptance of any non-conforming element or terms on such invoice or the related Services.

(d) Invoices that are unpaid 30 days past the invoice date are deemed delinquent and Consultant reserves the right to suspend Consultant's Services, terminate the licensing arrangements under which MCC receives a license to use, or suspend MCC's access to, External Computing Options (defined below) provided through Consultant, withhold delivery of any Deliverables, or terminate this Agreement and/or SOW. If any collection action is required, MCC agrees to reimburse Consultant for all Consultant's reasonable costs of collection, including without limitation, reasonable outside attorneys' fees.

### **3. Consultant Performance.**

(a) Consultant agrees that, to its knowledge, (a) it is duly organized, validly existing and in good standing as an entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) *[reserved]*; (d) *[reserved]*; (e) it will perform the Services with care, skill, and diligence, in accordance with commercially reasonable professional standards applicable to the Services; (e) *[reserved]*; (f) *[reserved]*; (g) it has procured any and all necessary assignments, conveyances and agreements of any and all copyrights and all other intellectual property rights from any and all employees, subcontractors and/or agents working with or for Consultant in connection with the provision of Services except for those other than those covered by MCC's Licensing Representation (as defined below); (h) the Services and Deliverables shall comply with specifications as provided or listed in any SOW pertaining to such Services and (i) the Services will comply with any and all applicable statutory laws, rules and regulations pertaining to the performance of the Services.

(b) For Consultant to remain independent, professional standards require Consultant to maintain certain respective roles and relationships with MCC regarding the Services. MCC understands and agrees that Consultant will not perform management functions or make management decisions on behalf of MCC. However, Consultant will provide advice and recommendations to assist management of MCC in performing its functions and fulfilling its responsibilities. In connection with Consultant's provision of Services, MCC agrees that MCC shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by Consultant; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

### **4. Indemnification; Limitation of Liability.**

(a) As the Services are intended for MCC and not third parties, MCC agrees to release, indemnify and hold harmless Consultant and its shareholders, partners, principals, employees, affiliates, contractors and agents (collectively "Consultant Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this Agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party to the extent that any such Claims arise out of or relate to any use of, access to, or reliance on the Services or Deliverables provided by Consultant to MCC hereunder by a third party in any manner that is not permitted by this Agreement. MCC further agrees to release, indemnify and hold harmless Consultant Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by MCC.

(b) Consultant shall defend, indemnify and hold MCC, its respective officers, directors, and employees, harmless from any and all third party Claims for: (i) bodily injury, death of any person or damage to real or tangible property, whether real or personal; (ii) fraud or intentional misconduct;

and (iii) any and all claims that the Services violate any patent, copyright or other proprietary right of any third party, each of (i)-(iii) to the extent caused or committed by a member of the Consultant Group in the performance of the Services. Notwithstanding the foregoing, Consultant shall have no such obligation to defend, pay the costs of defense, indemnify, or hold harmless MCC with respect to infringement caused by (a) Consultant's collection, processing, hosting or production of protected content from MCC servers and/or other storage devices pursuant to the requested Services; (b) MCC's use of deliverables other than as contemplated by this Agreement; (c) any modification to the deliverables by anyone other than Consultant; (d) Consultant's compliance with MCC's designs, specifications or instructions; (e) Consultant's use of a third party software at MCC's request; or (f) MCC's combination of the Deliverables or Services with any software or hardware not provided by Consultant.

(c) If any action or proceeding is brought against a Party, or such Party receives a notice of a claim, for which action, proceeding or claim such Party (the "Indemnified Party") may seek indemnity under this Agreement from the other Party (the "Indemnifying Party"), the Indemnified Party will promptly deliver written notice of such action, proceeding or claim to the Indemnifying Party (the "Indemnification Notice"). Failure to deliver the Indemnification Notice to the Indemnifying Party will not relieve the Indemnifying Party from its indemnification obligation under this Agreement, except (i) to the extent that the Indemnifying Party is prejudiced by such failure to deliver notice and (ii) the Indemnifying Party will not indemnify the Indemnified Party for any legal expenses and costs incurred by the Indemnified Party before the Indemnified Party delivers the Indemnification Notice. The Indemnified Party further agrees to reasonably cooperate with Indemnifying Party in the investigation, defense and settlement thereof; provided, however, that the Indemnifying Party may not enter to any settlement or other agreement to resolve any such litigation without first obtaining the written consent of Indemnified Party, which consent shall not be unreasonably withheld.

(d) Except to the extent finally determined to have resulted from Consultant Group's fraud or intentional misconduct, Consultant Group's aggregate liability to MCC for all direct or third-party Claims shall not exceed the amount of fees paid by MCC to Consultant during the 12 months preceding the date of the Claim pursuant to the applicable SOW under which the Claim arose, or \$150,000, whichever is higher. In no event shall Consultant Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to the Agreement, regardless of whether Consultant has been advised of the possibility of such damages.

## **5. Intellectual Property.**

(a) Each SOW will specify the deliverables that Consultant will prepare or produce in the performance of Services, which include reports, analyses, consultations, recommendations, ideas or concepts, and any supporting documentation or data (the "Deliverables"). Consultant also will prepare internal documents that support and substantiate Consultant's work and include items such as work programs and analyses that do not constitute part of MCC's records and are not Deliverables ("Working Papers"). The Working Papers prepared pursuant to this Agreement are the property of Consultant, provided that any of MCC's Confidential Information referred to or embedded in such Working Papers shall continue to be the sole property of MCC and shall remain subject to the confidentiality obligations of this Agreement. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by Consultant in accordance with Consultant's policies and procedures and all applicable laws.

(b) Unless otherwise agreed to in a SOW attached hereto, upon full and final payment, MCC is, and shall be, the sole and exclusive owner of all right, title, and interest in and to any Deliverables, except for Consultant's Working Papers, to the extent that the Deliverables are finally completed, delivered, or accepted, including all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and

domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs) and rights in data and databases, (iv) trade secrets, know-how and other confidential information and (v) 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 (collectively, "Intellectual Property Rights"). Upon full and final payment to Consultant, Consultant irrevocably assigns, and shall cause its employees, agents, and subcontractors to irrevocably assign to MCC, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, except Consultant's Working Papers, including all Intellectual Property Rights therein. Upon full and final payment, Consultant shall cause its employees, agents and subcontractors to assign, to the extent permitted by applicable law, any and all claims such employees, agents or contractors may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As part of this assignment, MCC may use all or part of the Deliverables, except for Consultant's Working Papers which shall remain Consultant's property, for any lawful purpose in perpetuity without limitation or condition, and with or without any attribution or credit.

(c) Upon the request of MCC, Consultant shall, and shall cause its employees, agents, and subcontractors to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be reasonably necessary to assist MCC to prosecute, register, perfect or record MCC's rights in or to any Deliverables.

(d) *[Reserved]*

(e) Notwithstanding the foregoing, the parties agree that Consultant has created, acquired, owns or otherwise has rights in, and may, in connection with the performance of the Services, use, provide, modify, create, acquire or otherwise obtain rights in, methods, methodologies, procedures, processes, know-how, techniques, models, templates, tools, and work papers that are not explicitly described as a Deliverable in a SOW, including Consultant Intellectual Property (defined below) and any pre-existing materials, and other creative and technical content, developed before the applicable SOW, provided by Consultant or its suppliers (collectively, the "Consultant Materials"), which shall be the sole and exclusive property of Consultant or such supplier(s), as appropriate; and all rights related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are hereby exclusively reserved by Consultant or its applicable owner. Notwithstanding the foregoing, to the extent Consultant Materials are integrated into Deliverables, upon full and final payment to Consultant under the applicable SOW, Consultant hereby grants to MCC an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, execute and copy any such Consultant Material solely in connection with MCC's use of the Deliverables, subject to the terms hereof. Consultant also shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the use or disclosure of any of MCC's Confidential Information Deliverables. Consultant shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this Agreement ("Consultant IP"). It is expressly understood that no title to or ownership of the Consultant Materials is transferred to MCC under this Agreement unless explicitly set forth in this Agreement or a SOW.

**6. Term.** The term of this Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years unless sooner terminated pursuant to Section 7. Consultant acknowledges time is of the essence in completing the SOW and agrees to complete the Services within the timeline set forth in the SOW.

7. **Termination.**

(a) **Termination for Default.** Either party may terminate this Agreement or any SOW effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement and (A) such breach is incapable of cure, or (B) with respect to a breach that is capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after its receipt of written notice of such breach (or as the parties may otherwise agree in writing); or (ii)(A) becomes insolvent or admits its inability to pay its debts generally as they become due; (B) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within twenty (20) business days or is not dismissed or vacated within thirty (30) days after filing; (C) is dissolved or liquidated or takes any corporate action for such purpose; (D) makes a general assignment for the benefit of creditors; or (E) 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.

(b) **Termination for Convenience.** MCC may, in its sole discretion, terminate this Agreement or any SOW, in whole or in part, at any time for any reason or no reason at all, by providing at least thirty (30) days' prior written notice to Consultant. Consultant may terminate this Agreement and/or any SOW and outstanding Services immediately if Consultant reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises).

(c) **Effects of Termination.** If this Agreement terminates or is terminated while one or more SOWs remain outstanding, the terms of this Agreement shall continue to apply to the SOW and any other outstanding Services, and this Agreement shall be deemed finally terminated only upon termination of all outstanding SOWs, or completion of the Services thereunder. Termination of one or more SOWs will not automatically terminate this Agreement. Upon expiration or termination of this Agreement for any reason, Consultant shall (i) promptly deliver to MCC all completed Deliverables for which MCC has paid and shall return all MCC Materials (defined below) and Confidential Information in its possession (except for that which may be retained in accordance with this Agreement), (ii) promptly remove any of Consultant equipment that is located at MCC's premises, (iii) unless Consultants terminates this Agreement pursuant to subsection (b) above, provide reasonable cooperation and assistance to MCC in transitioning the Services to a different consultant at Consultant's standard rates or rates otherwise agreed to in writing, and (iv) refund to MCC all Fees and expenses paid in advance for any Services not performed as of the effective date of termination. If this Agreement and/or any SOW is terminated for any reason, MCC agrees to compensate Consultant for the Services actually performed and delivered and expenses incurred through the effective date of termination. To the extent MCC terminates any SOW that includes any licensing arrangements under which MCC receives from Consultant a license to use, or obtain access to, External Computing Options (as defined below), MCC agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options through and including the date that is thirty days after date MCC provides such termination notice to Consultant.

(d) **Survival.** The rights and obligations of the parties set forth in this Section 7(d) and Sections 3, 4, 5, 8, 9 and 10, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation, will survive any such termination or expiration of this Agreement.

8. **Insurance and Compliance.**

(a) **Insurance.** Consultant shall maintain at Consultant's own expense with a carrier rated a minimum AM Best rated "A", covering at least the following insurance: (i) workers' compensation

insurance as required by applicable law, (ii) comprehensive general liability insurance, with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, which policy shall include premises and operation coverage, and blanket contractual coverage; and (iii) comprehensive automobile liability with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, which policy shall include non-owned and hired autos. Consultant shall, upon request, provide MCC with certificates evidencing all such coverages from insurance companies acceptable to MCC. Such certificates shall (x) except for the workers' compensation insurance, name MCC, its directors, officers and employees as additional insureds with respect to liability, or any claims of liability, arising out of the work performed by Consultant that affords the additional insureds that same coverage as if the additional insureds were the named insured; (y) provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without thirty (30) days' prior written notice to MCC except when cancelled due to non-payment of premiums when notice to Consultant is 10 days; and (z) provide on its face that the policies it represents contain severability of interests clause.

(b) **Compliance with Law; Permits.** Consultant shall at all times comply with all statutory laws applicable to the performance of the Services and the exercise of its rights and performance of its obligations hereunder. Consultant shall obtain and maintain all permits necessary for the exercise of its rights and performance of Consultant's obligations under this Agreement except for those covered by MCC's Licensing Representation (defined below). Each party shall comply with all laws relating to bribery, fraudulent acts, corrupt practices and/or money laundering, including the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act 2010, as may be amended. Consultant represents and warrants that, to its knowledge, it is not neither it, nor any of its employees or affiliates, nor any owner of a direct or indirect interest in Consultant is listed on any the Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Asset Control ("OFAC") or any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or similar lists maintained by the U.S. Department of State, the U.S. Department of Commerce or any other governmental agency or authority.

(c) **Code of Conduct.** Consultant maintains a code of conduct that includes that it will comply with all laws and endeavor to behave ethically and cause its controlled parties to behave ethically pertaining to issues of anti-bribery, anti-money laundering, conflicts of interest, forced or child labor, human trafficking, health and safety, privacy, environmental sustainability, and discrimination in hiring.

**9. Confidential Information.** Any non-public information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") in connection with this Agreement, either orally, electronically, visually or in a document or other tangible form which is either identified as or should be reasonably understood to be confidential and/or proprietary, including, but not limited to, existing or contemplated machines, products, processes, techniques or know-how, marketing plans and strategies, financial information and projections and customer and supplier lists and information, ("Confidential Information"), shall not be disclosed except only to a Receiving Party's employees, principals, contractors, agents or its legal or other advisors, who have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (ii) a demonstrable need to review such Confidential Information. Each party shall protect and safeguard all the Confidential Information using measures no less stringent than its uses to protect its own confidential information of a similar nature and in all cases, with no less than a reasonable degree of care. Each party further acknowledges that such Confidential Information of a Disclosing Party is and shall remain the sole property of the Disclosing Party (including any copyrights, trade secrets and other intellectual property rights therein). All terms of this Agreement are considered Confidential Information. Notwithstanding the foregoing, information shall not be considered confidential, proprietary or sensitive only to the extent that such information (w) was independently developed by the Receiving Party, (x) is already known to the Receiving Party prior to the disclosure by the Disclosing Party, (y) is or becomes publicly known through no wrongful act of the Receiving Party (z) is legally and rightfully received by Consultant from a third party without restriction on further disclosure known to the Receiving Party with respect to such information. If disclosure of Confidential

Information is required by governmental authority, professional obligation, law, decree regulation, subpoena or court order, the Receiving Party shall be permitted to disclose such Confidential Information provided that Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: copies retained in work paper files retained to comply with a party's professional or legal obligations and such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

**10. Subcontractors.** Consultant shall obtain MCC's written approval prior to entering into agreements with or otherwise engaging any person or legal entity, other than Consultant's employees, including members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, ("Alliance Firms"), independent member firms of the international BDO network ("Member Firms"), and independent contractors ("Contractors") to provide any Services and Deliverables to MCC (each such approved person or entity, a "Permitted Subcontractor"). Notwithstanding the foregoing, Consultant shall be permitted to use in the performance of the Services, entities owned in whole or in part by Consultant and third parties who render auxiliary services to Consultant (together with Permitted Contractors, collectively, "Third Party Service Providers"). MCC's approval shall not relieve Consultant of its obligations under the Agreement, and Consultant shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the applicable terms and conditions of this Agreement as if they were Consultant's own employees. Nothing contained in this Agreement shall create any contractual relationship between MCC and any of Consultant's Third Party Service Provider unless MCC contracts directly with such Third Party Service Provider. Consultant agrees that it shall not permit the Third Party Service Provider to perform any work relating to the Services until the Third Party Service Provider agrees to be bound by the applicable terms and conditions of the Agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of MCC's home country, Consultant requires Third Party Service Providers to agree to maintain the confidentiality of MCC's information and observe Consultant's policies concerning any confidential client information that Consultant provides to Third Party Service Providers. To the extent MCC has any Claims against a Member Firm that is a Third Party Service Provider in any way arising from, in respect of or in connection with the Services or this Agreement, MCC agrees that MCC shall bring such Claim(s) against Consultant instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to Consultant under this Agreement.

**11. Miscellaneous.**

(a) No Employment Relationship. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, trust, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever except as otherwise agreed in writing by the parties. Consultant shall bear sole responsibility for payment of all federal, state and local income tax withholding, and social security taxes, including (but not limited to) unemployment taxes arising from its performance of the Services. Consultant shall bear sole responsibility for any health or disability benefits, worker's compensation, retirement benefits, welfare, unemployment, pension or other benefits arising from its performance of the Services.

(b) Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party. The foregoing will not apply to

announcements intended solely for internal distribution, or disclosures to the extent required to meet legal or regulatory requirements, or as otherwise permitted herein.

(c) Successors and Assigns; Assignment. Except as provided herein, neither party may assign or transfer its interest in this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. A party may assign this Agreement to a third party that acquires substantially all of a party's assets and operations. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

(d) Entire Agreement. This Agreement, including the preamble, recitals and exhibits hereto, together with any applicable SOW, constitutes the entire agreement between the parties hereto relating to the subject matter of this Agreement and no term or provision of this Agreement shall be varied or modified by prior or subsequent statements, conduct, or acts of either of the parties. This Agreement may only be modified in a writing executed by both parties.

(e) Notices. All notices relating to this Agreement ("Notices") must be in writing. Notices to the parties will be sent to their respective addresses set forth below. Any Notice will be deemed given on the date delivered if delivered personally; the next business day if sent by recognized overnight courier; three business days after being mailed certified first-class mail, postage prepaid; or on the date of transmission if transmitted by email (provided, however, that the sender does not receive a delivery failure notification indicating that the email was not delivered to the recipient):

*If to MCC:*

Multi-Color Corporation  
Fifth Third Center  
6111 N. River Road, 8<sup>th</sup> Floor  
Rosemont, IL 60018  
Attn: Chief Legal Officer

*With a copy to:*  
Legal Department; and  
[Contracts@mcclabel.com](mailto:Contracts@mcclabel.com)

*If to Consultant:*

BDO USA  
330 N Wabash Avenue  
Suite 3200  
Chicago, IL 60611  
Attn: Tim Schram, Principal  
Email: [TSchram@bdo.com](mailto:TSchram@bdo.com)

*With a copy to:*  
Office of the General Counsel; and  
[legal@bdo.com](mailto:legal@bdo.com)

(f) Severability. If any part of this Agreement shall be held invalid or unenforceable, such determination shall not affect the validity or enforceability of any remaining portion, which shall remain in force and effect as if this Agreement had been executed with the invalid or unenforceable portion thereof eliminated.

(g) Waiver. A failure by either party to enforce any of the provisions of this Agreement or rights or remedies with respect thereto or to exercise election therein provided shall not constitute a waiver of such provision, right, remedy or election or affect the validity thereof or of this Agreement. The exercise by a party of its rights, remedies or elections under the terms of this Agreement shall not preclude or prejudice a party's rights to exercise at another time the same or other right, remedy or election it may have under this Agreement except as provided in this Agreement. The rights of termination provided in this Agreement are in addition to other rights, remedies or elections a party may have with respect to this Agreement, including the right to sue for breach without terminating.

(h) Equitable Remedies. Each party acknowledges and agrees that a breach or threatened breach of a party's obligations under Sections 5 and 9 would give rise to irreparable harm to the non-breaching party for which monetary damages would not be an adequate remedy. In the event of a breach or a threatened breach by a party of any such obligations, the other party shall, in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an

injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

(i) Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to the conflicts of law provisions thereof. Exclusive jurisdiction and venue for any claims made by either party hereto against the other shall be within the state and federal courts located in Chicago, Illinois, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts and waive to the extent not prohibited by law any claim that (a) they are not subject to personal jurisdiction in such courts and (b) that jurisdiction in such courts is improper. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER AND MAKES THIS WAIVER VOLUNTARILY.

(j) [Reserved].

(k) Interpretation; Headings. The headings in this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement. Definitions will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms.

(l) Counterparts. This Agreement may be signed in counterparts, including by facsimile, pdf format, or other electronic format, all of which when read together shall constitute one and the same document.

(m) [Reserved].

(n) Non-Solicitation. During the term of this Agreement, neither MCC nor Consultant shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement without the prior written consent of the other party. As used herein, "employment" shall include any form of employment, consulting, independent contractor relationship, or other arrangement in which an individual will directly or indirectly perform services or work for, or on behalf of, such party. The foregoing restriction shall not apply to general recruiting efforts of either party that are not specifically targeted to an employee or group of employees (or former employee or group of former employees) of the other party.

(o) Subsidiaries and Affiliates; Third Parties and Use. Except for MCC's affiliates and subsidiaries who sign an applicable SOW and agree to be bound by the terms and conditions of this Agreement to the same extent as MCC, all Services and Deliverables hereunder shall be solely for MCC's use and benefit pursuant to Consultant's client relationship. This engagement does not create privity between Consultant and any person or party other than MCC and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of Consultant hereunder.

(p) Consents for Disclosure. If Consultant is engaged in the preparation of tax returns, Internal Revenue Code Sections 6713 and 7216 require Consultant to obtain MCC's consent before using or disclosing information that MCC furnish to Consultant in connection with the preparation of MCC's return(s). MCC consents to Consultant's disclosure of MCC's information to Third Party Service Providers engaged, subject to Section 10 above, for the purpose of assisting Consultant in preparing MCC's tax returns and/or rendering other services requested by MCC. MCC consents to disclosure of MCC's information to Third Party Service Providers outside the United States and consent to the participation of Third Party Service Providers in making substantive determinations affecting the

tax liability reported by MCC. This consent applies to all information required to be included in tax returns prepared pursuant to this Agreement and all tax return information relevant to the services provided pursuant to this Agreement unless MCC requests a more limited disclosure in writing sent to taxdisclosure@bdo.com. Unless limited or revoked in writing, the duration of this consent is the same as the term of this Agreement. Consultant will not condition its services on MCC's consent except where Consultant seeks to disclose MCC's tax return information to a Third-Party Service Provider for purposes of performing services related to preparation of MCC's tax return.

(q) MCC Materials. Consultant shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of MCC, its personnel, representatives, and agents (the "MCC Materials") are complete and accurate. MCC is responsible for ensuring that all MCC Materials provided to Consultant may be transferred to Consultant and processed in accordance with the terms of this Agreement and applicable laws, and that to the extent required thereunder MCC has obtained all consents required for Consultant's receipt and use of MCC Materials. MCC agrees that it will not transmit or make accessible to Consultant in any manner personally identifiable information unless reasonably required for Consultant's performance of the Services. Consultant will not audit or otherwise verify the accuracy or completeness of the data MCC submit, although Consultant may need to ask MCC for clarification of some of the information. MCC shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, Consultant shall not assume any responsibility for any financial reporting with respect to the Services.

(r) Conflicts of Interest. Consultant is not aware of any conflicts of interest with respect to any of the names MCC has provided. Consultant is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although Consultant will inform MCC promptly should any come to Consultant's attention. Consultant reserves the right to resign from this engagement at any time if conflicts of interest arise or become known to Consultant. Additionally, Consultant's engagement by MCC will in no way preclude Consultant from being engaged by any third party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, Consultant shall be permitted to disclose that it is engaged to provide the Services to MCC under this Agreement if Consultant in its reasonable professional judgment determines that such disclosure is required in connection with Consultant's provision of services on behalf of other clients of Consultant, including, without limitation, professional services engagements under which Consultant personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses. To be clear, any disclosure in such engagements beyond the fact that the engagement exists and the general type of services provided would be subject the notice requirements for the disclosure of MCC's Confidential Information.

(s) Subpoenas. If MCC requests Consultant to object to or respond to, or Consultant receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information Consultant obtained and/or prepared during the course of this or any prior engagements with MCC, MCC agree to compensate Consultant for all reasonable time Consultant expends in connection with such response, at Consultant's standard rates, and to reimburse Consultant for all related out-of-pocket costs (including outside attorneys' fees) that Consultant incur.

(t) Email Communications. Except to the extent due to Consultant's gross negligence or willful misconduct, Consultant disclaims and waives, and MCC releases Consultant from all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by Consultant in connection with the performance of the Services.

(u) External Computing Options. If, at MCC's request, any member of the Consultant Group agrees to use certain external commercial services, including but not limited to services for cloud

storage, remote access, third party software and/or file sharing options (collectively “External Computing Options”), that are outside of Consultant’s standard security protocol, MCC acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, Consultant Group disclaims, and MCC agrees to release Consultant Group from, and indemnify Consultant Group for, all liability arising out of or related to the use of such External Computing Options except to the extent (1) such use is in contravention of the written instructions or limitations expressly given to Consultant by MCC with respect to the use of such External Computing Options, or (2) the Claim results from the willful misconduct of Consultant in the course of such use. Further, nothing contained in this paragraph or the use of External Computing Options shall limit or otherwise modify in any way MCC’s rights and remedies with respect to Consultant’s obligations to perform the Services in accordance with the requirements of this Agreement and any applicable SOW.

(v) Restricted Federal Data. The parties agree that the services are not intended to involve the processing, storage, disclosure, or transmissions of Restricted Federal Data, defined as data or information subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including but not limited to the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”), and any other data or information that is restricted for dissemination or disclosure to foreign nationals. For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be included in the definition of Restricted Federal Data. Because Consultant relies on this information in order to fulfil its own compliance obligations, MCC shall not provide or otherwise make available Restricted Federal Data to Consultant or its employees unless expressly agreed to in advance in writing by Consultant. If MCC becomes aware that any known or suspected Restricted Federal Data will be or has been disclosed to Consultant by MCC or otherwise in connection with the Services, MCC will (a) immediately notify Consultant in writing to regulatedgovtdata@bdo.com and will cease any further transfer of such data unless and until Consultant expressly agrees in writing, (b) identify which documents at which pages contain such information, (c) identify which export control regulations apply where applicable, and (d) identify the relevant export control classifications that apply to the information in question. The MCC will fully cooperate with Consultant in the investigation of and response to any known or suspected Restricted Federal Data that MCC has disclosed to Consultant notwithstanding the foregoing. The MCC further agrees that it will be responsible for all reasonable, out-of-pocket fees, costs, and expenses associated with processing, storage, disclosure, or transmissions of such Restricted Federal Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Federal Data.

(w) Licensing Representation. To the extent necessary for Consultant to perform its obligations described in an applicable SOW, MCC represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow Consultant and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of MCC under MCC’s third-party services contracts, licenses or other contracts granting MCC the right to access, use or receive services or software (each a “Licensing Representation”). Upon Consultant’s request, MCC will provide Consultant any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). MCC hereby releases Consultant Group from all claims and liabilities resulting from (i) Consultant’s reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by Consultant.

(x) Non-CPA Notice Requirement. Consultant is owned by professionals who hold CPA licenses. Depending on the nature of the Services being provided, from time to time non-CPA personnel may be involved in providing certain Services hereunder.

(y) Power and Authority. Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**MULTI-COLOR CORPORATION**

**BDO USA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Wendell Rangel \_\_\_\_\_

Name: Tim Schram \_\_\_\_\_

Title: Procurement – Global Category Manager \_\_\_\_\_

Title: Principal \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT A STATEMENT OF WORK**

**THIS STATEMENT OF WORK** (this "SOW") is hereby incorporated into that certain Professional Services Agreement dated September 3<sup>rd</sup>, 2024, by and between MCC and Consultant, and incorporated herein by reference.

**1. Location where Services are to be performed:**

Services will be performed primarily remote.

**2. Description of Services to be performed:**

Consultant agrees to provide the tax consulting services as described herein assisting MCC by performing a strategic credit and incentives refund review. The goal of the refund review is to identify possible refunds for underutilized or overlooked Federal and state statutory income tax credits and applicable discretionary incentives available at MCC's locations (the "Project"). Consultant's review is primarily focused but not limited to incentive programs available to companies with facilities located inside the service boundaries of the Tennessee Valley Authority ("TVA") in Mississippi and Tennessee. MCC agrees to engage Consultant to assist with securing TVA benefits for all applicable locations, as well as ReCharge NY incentives at MCC's New York locations. Consultant understands that MCC will be responsible for the preparation of any required filings not specifically listed herein.

Consultant's services can be generally divided into two phases when identifying credit and incentive refund and prospective savings opportunities for MCC.

**Phase I: Preliminary Feasibility:**

Consultant will assist MCC in reviewing plant information for the various sites to identify prospective savings from incentive programs administered by TVA or New York Empire Development and New York Power Authority. Consultant will review employment, electricity and capital investment details to help determine if MCC is eligible to pursue various credit and incentive programs. Consultant's review typically includes the following steps:

- Review historical capital investment, job creation activities and wages paid by state for the applicable programs;
- Review future capital investment, job creation/retention, wages paid and future electricity usage by location;
- Review operations to identify potential green credits and incentives available for utility usage;
- Review utility accounts and activity;
- Initiate communication with TVA and New York Power Authority ("NYPA") or Empire State Development ("ESD") economic development officials to evaluate various incentive programs for Company; and
- Upon identifying the eligible programs, Consultant will provide Company with a summary of potentially available incentives and the related economic benefits for the Project. This summary will quantify program benefits (when possible) and describe the mechanics of the programs so MCC can evaluate actual utilization of each program at each applicable location.

**Phase II: Negotiation and Implementation:**

After reviewing the result of the Phase I review and receiving approval from MCC for the specific programs to pursue, Consultant will assist MCC in filing applications for prospective incentives.

Consultant will continue to assist MCC throughout the process where incentive packages are offered by the TVA and NYPA or ESD. Consultant’s services may include assisting with MCC’s negotiations with TVA and NYPA/ESD. Consultant’s services for Phase II typically include the following major steps:

- When feasible, attend, with MCC representatives, project meetings with agencies and officials to discuss the possible incentives and MCC’s business activities in applicable states;
- Evaluation of the initial and ongoing discussions with TVA and NYPA/ESD regarding MCC’s negotiation of incentives for the Project;
- If needed to help support MCC’s applications, collection of information on an alternative location(s) outside of the specific site of expansion. MCC may be required or find it advantageous to present such information to the TVA and NYPA/ESD during MCC’s negotiations;
- Collection of the information necessary to assist in the preparation and completion of program application forms. Consultant will present the completed applications for MCC’s review, signature and filing;
- Preparation of state income tax credit calculations and documentation required for statutory tax credits;
- Assist MCC responding with audit or review questions from Economic Development Agencies and Department of Revenue officials.

Any service not specifically described in this SOW is outside the scope of this Agreement.

**3. Estimated periods or dates of assignment:**

Start: September 3, 2024 and continues until December 20, 2024.

Details on the project phases, resources allocation, and timeline may be found in the Schedule 1 of this SOW.

**4. Due Date:** December 20, 2024

**5. Fees for Services:**

Consultant’s professional fees for the provision of services will be based on its discounted hourly rates dependent on the level of experience of the individuals performing the work plus applicable expenses. Fees will take into account existing policies accordingly. Consultant may provide an updated project schedule (resources allocation and cost) for Phase II at the conclusion of Phase I when Consultant will know the variety and complexity of possible credit and incentive programs. MCC chooses to pursue. Consultant’s Hourly Rates shown below:

<b>Professional Level</b>	<b>Discounted Hourly Rate</b>
Principal	\$615
Managing Director	\$564
Senior Manager	\$492
Manager	\$405
Senior Associate	\$297
Associate/Staff	\$195

Consultant’s professional fees for the provision of services related to TVA incentives will not exceed \$50,000 plus expenses, per location. Consultant’s professional fees for the provision of services related to ReCharge NY incentives will range from \$125,000 - \$135,000 plus expenses, per location.

**Billing Arrangement**

Consultant will bill upon each project phase completion and respective deliverables review and approval by MCC. For the avoidance of doubt, follows below how payments schedule will look like (based upon each applicable location by incentive):

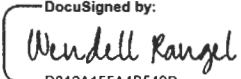
Program	Location	Project Phase	Date	Amount
TVA	Knoxville TN	1 – Feasibility	Oct-2024	\$ 14,910
		2 – Negotiations / Implementation	Dec-2024	\$ 35,925
	Clarksville TN	1 – Feasibility	Oct-2024	\$ 14,910
		2 – Negotiations / Implementation	Dec-2024	\$ 35,925
Recharge NY	Rochester NY	1 – Feasibility	Nov-2024	\$ 45,915
		2 – Negotiations / Implementation	Feb-2025	\$ 89,535
			<b>Total</b>	<b>\$ 237,150</b>

If applicable, the above amounts will have incurred expenses added.

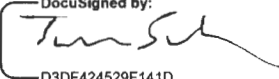
**6. Russian Sanctions.** By executing this document, MCC represents that it is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. MCC agrees that if at any time while Consultant is providing services to MCC the foregoing representation is no longer true, MCC will immediately notify Consultant.

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals authorizations and consents necessary to execute this document on behalf of the MCC for whom the authorized signatory is executing this document.

**MULTI-COLOR CORPORATION**

DocuSigned by:  
  
 By: \_\_\_\_\_  
DB12A155A4B542D...  
 Name: Wendell Rangel  
 Title: Global Category Manager  
 Date: 10/11/2024

**BDO USA**

DocuSigned by:  
  
 By: \_\_\_\_\_  
D3DF424529F141D...  
 Name: Tim Schram  
 Title: Principal  
 Date: 10/11/2024

**Schedule 1 –  
Project Phases, Timeline, and Resources Allocation**

TVA Site Phase 1 and 2 (per location). Location(s) in-scope: Knoxville TN, and Clarksville TN.

Project Phase	Task	Job Role / Title	Country	Currency	Hourly Rate	FTE Allocation / Month (Hours)					Cost / Month (\$)				
						Sep-24	Oct-24	Nov-24	Dec-24	Total FTE (Hours)	Sep-24	Oct-24	Nov-24	Dec-24	Total Cost (\$)
Phase 1	Feasibility	Associate	United States	USD	\$ 195.00	5				5	\$ 975.00	\$ -	\$ -	\$ -	\$ 975.00
Phase 1	Feasibility	Senior Associate	United States	USD	\$ 297.00	15	5			20	\$ 4,455.00	\$ 1,485.00	\$ -	\$ -	\$ 5,940.00
Phase 1	Feasibility	Senior Manager	United States	USD	\$ 492.00	5	5			10	\$ 2,460.00	\$ 2,460.00	\$ -	\$ -	\$ 4,920.00
Phase 1	Feasibility	Partner/Principal	United States	USD	\$ 615.00		5			5	\$ -	\$ 3,075.00	\$ -	\$ -	\$ 3,075.00
Phase 2	Negotiations	Senior Manager	United States	USD	\$ 492.00		15	5		20	\$ -	\$ 7,380.00	\$ 2,460.00	\$ -	\$ 9,840.00
Phase 2	Negotiations	Managing Director	United States	USD	\$ 564.00		5	5		10	\$ -	\$ 2,820.00	\$ 2,820.00	\$ -	\$ 5,640.00
Phase 2	Negotiations	Partner/Principal	United States	USD	\$ 615.00			5		5	\$ -	\$ -	\$ 3,075.00	\$ -	\$ 3,075.00
Phase 2	Implementation	Associate	United States	USD	\$ 195.00			5	10	15	\$ -	\$ -	\$ 975.00	\$ 1,950.00	\$ 2,925.00
Phase 2	Implementation	Senior Associate	United States	USD	\$ 297.00			15	15	30	\$ -	\$ -	\$ 4,455.00	\$ 4,455.00	\$ 8,910.00
Phase 2	Implementation	Senior Manager	United States	USD	\$ 492.00					5	\$ -	\$ -	\$ -	\$ 2,460.00	\$ 2,460.00
Phase 2	Implementation	Partner/Principal	United States	USD	\$ 615.00				5	5	\$ -	\$ -	\$ -	\$ 3,075.00	\$ 3,075.00
Total -->>						25	35	35	35	130	\$ 7,890.00	\$ 17,220.00	\$ 13,785.00	\$ 11,940.00	\$ 50,835.00

ReCharge NY Site Phase 1 and 2 (per location). Location(s) in scope: Rochester NY.

Project Phase	Task	Job Role / Title	Country	Currency	Hourly Rate	FTE Allocation / Month (Hours)				Cost / Month (\$)					
						Nov-24	Dec-24	Jan-25	Feb-25	Total FTE (Hours)	Nov-24	Dec-24	Jan-25	Feb-25	Total Cost (\$)
Phase 1	Feasibility	Associate	United States	USD	\$ 195.00	30				30	\$ 5,850.00	\$ -	\$ -	\$ -	\$ 5,850.00
Phase 1	Feasibility	Senior Associate	United States	USD	\$ 297.00	35	15			50	\$ 10,395.00	\$ 4,455.00	\$ -	\$ -	\$ 14,850.00
Phase 1	Feasibility	Senior Manager	United States	USD	\$ 492.00	25	20			45	\$ 12,300.00	\$ 9,840.00	\$ -	\$ -	\$ 22,140.00
Phase 1	Feasibility	Partner/Principal	United States	USD	\$ 615.00		5			5	\$ -	\$ 3,075.00	\$ -	\$ -	\$ 3,075.00
Phase 2	Negotiations	Senior Manager	United States	USD	\$ 492.00	30	10			40	\$ -	\$ 14,760.00	\$ 4,920.00	\$ -	\$ 19,680.00
Phase 2	Negotiations	Managing Director	United States	USD	\$ 564.00	20	10			30	\$ -	\$ 11,280.00	\$ 5,640.00	\$ -	\$ 16,920.00
Phase 2	Negotiations	Partner/Principal	United States	USD	\$ 615.00	10	10			20	\$ -	\$ 6,150.00	\$ 6,150.00	\$ -	\$ 12,300.00
Phase 2	Implementation	Associate	United States	USD	\$ 195.00			20	20	40	\$ -	\$ -	\$ 3,900.00	\$ 3,900.00	\$ 7,800.00
Phase 2	Implementation	Senior Associate	United States	USD	\$ 297.00			30	35	65	\$ -	\$ -	\$ 8,910.00	\$ 10,395.00	\$ 19,305.00
Phase 2	Implementation	Senior Manager	United States	USD	\$ 492.00				15	15	\$ -	\$ -	\$ -	\$ 7,380.00	\$ 7,380.00
Phase 2	Implementation	Partner/Principal	United States	USD	\$ 615.00				10	10	\$ -	\$ -	\$ -	\$ 6,150.00	\$ 6,150.00
Total -->>						90	100	80	80	350	\$ 28,545.00	\$ 49,560.00	\$ 29,520.00	\$ 27,825.00	\$ 135,450.00

**Certificate Of Completion**

Envelope Id: 0C34248C6F164BEB9C066F7B98606DB3	Status: Completed
Subject: CLM Task: eSignature - BDO USA PC - Professional Services Agreement - 2024.09.03 - Draft	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Wendell Rangel
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4053 Clough Woods Dr
	Batavia, OH 45103-2587
	wendell.rangel@mcclabel.com
	IP Address: 209.112.106.2

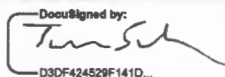
**Record Tracking**

Status: Original	Holder: Wendell Rangel	Location: DocuSign
10/11/2024 10:09:14 AM	wendell.rangel@mcclabel.com	

**Signer Events**

Tim Schram  
 TSchram@bdo.com  
 Managing Director  
 Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Drawn on Device  
 Using IP Address: 24.14.0.30

**Timestamp**

Sent: 10/11/2024 10:12:06 AM  
 Viewed: 10/11/2024 10:28:10 AM  
 Signed: 10/11/2024 10:28:20 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/11/2024 10:28:10 AM  
 ID: 988bc04e-8b45-438e-b383-308dbe24126e

Wendell Rangel  
 Wendell.Rangel@mcclabel.com  
 Global Category Manager  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 50.122.90.207

Sent: 10/11/2024 10:28:22 AM  
 Viewed: 10/11/2024 10:57:57 AM  
 Signed: 10/11/2024 10:58:14 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/11/2024 10:12:06 AM
Certified Delivered	Security Checked	10/11/2024 10:57:57 AM
Signing Complete	Security Checked	10/11/2024 10:58:14 AM

**Envelope Summary Events****Status****Timestamps**

Completed

Security Checked

10/11/2024 10:58:14 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Multi-Color Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Multi-Color Corporation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kchappell@wspackaging.com](mailto:kchappell@wspackaging.com)

**To advise Multi-Color Corporation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kchappell@wspackaging.com](mailto:kchappell@wspackaging.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Multi-Color Corporation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kchappell@wspackaging.com](mailto:kchappell@wspackaging.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Multi-Color Corporation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [kchappell@wspackaging.com](mailto:kchappell@wspackaging.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Multi-Color Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Multi-Color Corporation during the course of your relationship with Multi-Color Corporation.

## CONSULTING SERVICES MASTER AGREEMENT

**THIS CONSULTING SERVICES MASTER AGREEMENT** (this "Agreement") is effective as of the ~~10<sup>th</sup> day of December, 2025~~ (the "Effective Date") by and between Multi-Color Corporation, an Ohio corporation (together with its affiliates and subsidiaries, "MCC") with its principal place of business located at The Medici, 3284 Northside Pkwy STE 400, Atlanta, GA 30327, and BDO USA (which refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.) (hereinafter "Consultant") residing at 330 North Wabash, Suite 3200, Chicago, IL 60611.

### RECITALS:

**WHEREAS**, MCC desires to retain Consultant to provide certain professional and consulting services upon the terms and conditions hereinafter set forth, and Consultant is willing to perform such services.

**NOW THEREFORE**, in consideration of the foregoing, and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT:

1. **Services.** Consultant and MCC agree that this Agreement governs the performance of services (the "Services") by Consultant and any of its affiliates or wholly-owned subsidiaries as defined in a Statement of Work attached hereto as Exhibit A (the "SOW"), a form of which is attached hereto as Exhibit A. To the extent there is any conflict or inconsistency between the Agreement and any SOW and, unless the parties specifically state in writing that they intend to modify a term of this Agreement, the terms of this Agreement shall prevail. Consultant's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. Consultant shall have no responsibility to address any legal matters or questions of law. After completion of the Services, Consultant will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless MCC separately engages Consultant in writing to do so.

2. **Fees and Payment.**

(a) MCC agrees that the amount of Fees is based upon the expectation that certain information and assistance will be received by Consultant in a timely manner from MCC as set forth in this Agreement. If Consultant believes an additional fee is required as the result of the failure of MCC to meet any of these requests for information or for any other reason, Consultant will inform MCC in a timely manner. MCC shall pay Consultant the fees described in a SOW (the "Fees") within sixty (60) days after receipt of Consultant's invoice therefor. Fees are based on the rate schedule as further detailed in the Exhibit C.

(b) MCC shall reimburse Consultant for all pre-approved travel expenses that are reasonable, actual, itemized and accompanied by receipts. Consultant will make best efforts, including but not limited to the appropriate planning of travel, to mitigate unnecessary and/or excessive travel expenses. Consultant shall utilize coach airfare, standard rental cars and standard hotel rooms as directed by MCC. Mileage reimbursement for use of a personal car shall be in accordance with IRS standards. All reimbursements will be governed by the MCC Suppliers and Consultants Travel and Expense Policy, a copy of which is attached hereto as Exhibit D.

(c) All invoices shall include sufficient detail so as to allow proper audit by MCC prior to payment. MCC shall not be liable for any additional expenses unless expressly provided herein or approved in writing by MCC. MCC may, in good faith, dispute all or a portion of an invoice by written notice, delivered within 30 days of receipt of invoice, detailing the amounts in dispute and the reasons therefor; invoiced amounts that are not disputed within such time shall be deemed undisputed. The parties shall seek to resolve any invoice disputes expeditiously and in good faith. MCC's payment of any invoice does not constitute acceptance of the Services or waive any right to dispute.

(d) Invoices that are unpaid 30 days past the invoice date are deemed delinquent and Consultant reserves the right to suspend Consultant's Services, terminate the licensing arrangements under which MCC receives a license to use, or suspend MCC's access to, External Computing Options (defined below) provided through Consultant, withhold delivery of any Deliverables, or terminate this Agreement and/or SOW. Unless late payment becomes habitual, Consultant will provide notice prior to instituting any suspension or termination.

### 3. **Representations and Warranties of the Consultant.**

(a) Consultant represents and warrants that: (a) it is duly organized, validly existing and in good standing as an entity under the laws and regulations of its jurisdiction of incorporation; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) [reserved]; (d) [reserved]; (e) it will perform the Services with care, skill, and diligence, in accordance with commercially reasonable professional standards applicable to the Services; (e) [reserved]; (f) [reserved]; (g) it has procured any and all necessary assignments, conveyances and agreements of any and all copyrights and all other intellectual property rights from any and all employees, subcontractors and/or agents working with or for Consultant in connection with the provision of Services except for those other than those covered by MCC's Licensing Representation (as defined below); (h) the Services and Deliverables shall comply with specifications as provided or listed, without limitation, in any SOW pertaining to such Services; and (i) the Services will comply with any and all applicable laws, rules and regulations pertaining to the performance of Services.

(b) For Consultant to remain independent, professional standards require Consultant to maintain certain respective roles and relationships with MCC regarding the Services. MCC understands and agrees that Consultant will not perform management functions or make management decisions on behalf of MCC. However, Consultant will provide advice and recommendations to assist management of MCC in performing its functions and fulfilling its responsibilities. In connection with Consultant's provision of Services, MCC agrees that MCC shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by Consultant; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

### 4. **Indemnification; Limitation of Liability.**

(a) As the Services are intended for MCC and not third parties, MCC agrees to release, indemnify and hold harmless Consultant and its shareholders, partners, principals, employees, affiliates, contractors and agents (collectively "Consultant Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this Agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party to the extent that any such Claims arise out of or relate to any use of, access to, or reliance on the Services or Deliverables

provided by Consultant to MCC hereunder by a third party in any manner that is not permitted by this Agreement. MCC further agrees to release, indemnify and hold harmless Consultant Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by MCC.

(b) Consultant shall defend, indemnify and hold MCC, its respective officers, directors, and employees, harmless from any and all third party Claims, allegations, suits, damages or losses of any kind, and any and all costs associated therewith (including, but not limited to, reasonable attorneys' fees), arising directly or indirectly from any claim with respect to: (i) bodily injury, death of any person or damage to real or tangible property, whether real or personal;; (ii) Consultant's fraud or intentional misconduct;; (iii) [reserved]; and (iv) any and all claims that the Services violate any patent, trademark, copyright, trade secret or other proprietary right or intellectual property right of any third party, each of (i)-(iv) to the extent caused or committed by a member of the Consultant Group in the performance of the Services. Notwithstanding the foregoing, Consultant shall have no such obligation to defend, pay the costs of defense, indemnify, or hold harmless MCC with respect to infringement caused by (a) Consultant's collection, processing, hosting or production of protected content from MCC servers and/or other storage devices pursuant to the requested Services; (b) MCC's use of deliverables other than as contemplated by this Agreement; (c) any modification to the deliverables by anyone other than Consultant; (d) Consultant's compliance with MCC's designs, specifications or instructions; (e) Consultant's use of a third party software at MCC's request; or (f) MCC's combination of the Deliverables or Services with any software or hardware not provided by Consultant.

(c) If any action or proceeding is brought against a Party, or such Party receives a notice of a claim for which action, proceeding or claim such Party (the "Indemnified Party") may seek indemnity under this Agreement from the other Party (the "Indemnifying Party"), the Indemnified Party will promptly deliver written notice of such action, proceeding or claim to the Indemnifying Party (the "Indemnification Notice"). Failure to deliver the Indemnification Notice to the Indemnifying Party will not relieve the Indemnifying Party from its indemnification obligation under this Agreement, except (i) to the extent that the Indemnifying Party is prejudiced by such failure to deliver notice and (ii) the Indemnifying Party will not indemnify the Indemnified Party for any legal expenses and costs incurred by the Indemnified Party before the Indemnified Party delivers the Indemnification Notice. The Indemnified Party further agrees to reasonably cooperate with Indemnifying Party in the investigation, defense and settlement thereof; provided, however, that the Indemnifying Party may not enter to any settlement or other dispositive agreements without the Indemnified Party's prior written consent, which will not be unreasonably withheld. MCC may participate in such defense or negotiations to protect its interests at its own expense.

(d) Except to the extent finally determined to have resulted from Consultant Group's fraud or intentional misconduct, Consultant Group's aggregate liability to MCC for all direct or third-party Claims shall not exceed three times the amount of fees paid by MCC to Consultant during the 12 months preceding the date of the Claim pursuant to the applicable SOW under which the Claim arose, or \$150,000, whichever is higher. In no event shall Consultant Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to the Agreement, regardless of whether Consultant has been advised of the possibility of such damages.

## 5. Intellectual Property.

(a) Each SOW will specify the deliverables that Consultant will prepare or produce in the performance of Services, which include reports, analyses, consultations, recommendations, ideas or concepts, and any supporting documentation or data (the "Deliverables"). Consultant also will

prepare internal documents that support and substantiate Consultant's work and include items such as work programs and analyses that do not constitute part of MCC's records and are not Deliverables ("Working Papers"). The Working Papers prepared pursuant to this Agreement are the property of Consultant, provided that any of MCC's Confidential Information referred to or embedded in such Working Papers shall continue to be the sole property of MCC and shall remain subject to the confidentiality obligations of this Agreement. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by Consultant in accordance with Consultant's policies and procedures and all applicable laws.

(b) Unless otherwise agreed to in a SOW signed by both parties, upon full and final payment MCC is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, except for Consultant's Working Papers, to the extent that the Deliverables are finally completed, delivered, or accepted including all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs) and rights in data and databases, (iv) trade secrets, know-how and other confidential information and (v) 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 (collectively, "Intellectual Property Rights"). Upon full and final payment to Consultant, Consultant hereby irrevocably assigns, and shall cause its employees, agents, and subcontractors to irrevocably assign to MCC, 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, except for Consultant's Working Papers. Upon full and final payment, Consultant shall cause its employees, agents and subcontractors to irrevocably waive, to the extent permitted by applicable law, any and all claims such employees, agents or contractors may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As part of this assignment, MCC may use all or part of the Deliverables, except for Consultant's Working Papers which shall remain Consultant's property, for any lawful purpose in perpetuity without limitation or condition, and with or without any attribution or credit.

(c) Upon the request of MCC, Consultant shall, and shall cause its employees, agents, and subcontractors to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be reasonably necessary to assist MCC to prosecute, register, perfect or record MCC's rights in or to any Deliverables.

(d) [Reserved]

(e) Notwithstanding the foregoing, the parties agree that Consultant has created, acquired, owns or otherwise has rights in, and may, in connection with the performance of the Services, use, provide, modify, create, acquire or otherwise obtain rights in, methods, methodologies, procedures, processes, know-how, techniques, models, templates, tools, and work papers that are not explicitly described as a Deliverable in a SOW, including Consultant Intellectual Property (defined below) and any pre-existing materials, and other creative and technical content, developed before the applicable SOW, provided by Consultant or its suppliers (collectively, the "Consultant Materials"), which shall be the sole and exclusive property of Consultant or such supplier(s), as appropriate; and all rights related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are hereby exclusively reserved by Consultant or its applicable owner. Notwithstanding the foregoing, to the extent Consultant Materials are integrated into Deliverables, upon full and final payment to Consultant under the applicable SOW, Consultant hereby grants to MCC an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, execute and copy any such Consultant Material solely in connection with MCC's use of the

Deliverables, subject to the terms hereof. Consultant also shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the use or disclosure of any of MCC's Confidential Information Deliverables. Consultant shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this Agreement ("Consultant IP"). It is expressly understood that no title to or ownership of the Consultant Materials is transferred to MCC under this Agreement unless explicitly set forth in this Agreement or a SOW.

6. **Term.** The term of this Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years unless sooner terminated pursuant to Section 7. Consultant acknowledges time is of the essence in completing the SOW and agrees to complete the Services within the timeline set forth in the SOW; however, the Parties acknowledge that Consultant's obligation to satisfy any chronological performance milestones to which the Consultant may be subject will be subject to dependencies, including, without limitation, MCC's obligation to timely provide all records, documentation, and information that Consultant requests in connection with the provision of the Services and MCC's obligation to promptly disclose all material information to Consultant upon request.

7. **Termination.**

(a) **Termination for Default.** Either party may terminate this Agreement or any SOW effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement and (A) such breach is incapable of cure, or (B) with respect to a breach that is capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after its receipt of written notice of such breach (or as the parties may otherwise agree in writing); or (ii) (A) becomes insolvent or admits its inability to pay its debts generally as they become due; (B) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within twenty (20) business days or is not dismissed or vacated within thirty (30) days after filing; (C) is dissolved or liquidated or takes any corporate action for such purpose; (D) makes a general assignment for the benefit of creditors; or (E) 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.

(b) **Termination for Convenience; Compelled Termination.** MCC may, in its sole discretion, terminate this Agreement or any SOW, in whole or in part, at any time for any reason or no reason at all, by providing at least thirty (30) days' prior written notice to Consultant. Consultant may terminate this Agreement and/or any SOW and outstanding Services immediately if Consultant reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises)

(c) **Effects of Termination.** If this Agreement terminates or is terminated while one or more SOWs remain outstanding, the terms of this Agreement shall continue to apply to the SOW and any other outstanding Services, and this Agreement shall be deemed finally terminated only upon termination of all outstanding SOWs, or completion of the Services thereunder. Termination of one or more SOWs will not automatically terminate this Agreement. Upon expiration or termination of this Agreement for any reason, Consultant shall (i) promptly deliver to MCC all completed Deliverables for which MCC has paid and shall return all MCC Materials (defined below) and Confidential Information in its possession (except for that which may be retained in accordance with this

Agreement), (ii) promptly remove any Consultant equipment from MCC's premises, (iii) unless Consultants terminates this Agreement pursuant to subsection (b) above, provide reasonable cooperation and assistance to MCC in transitioning the Services to a different consultant, at Consultant's standard rates or rates otherwise agreed to in writing, and (iv) refund to MCC all Fees and expenses paid in advance for any Services not performed as of the effective date of termination. If this Agreement and/or any SOW is terminated for any reason, MCC agrees to compensate Consultant for the Services actually performed and delivered and expenses incurred through the effective date of termination. To the extent MCC terminates any SOW that includes any licensing arrangements under which MCC receives from Consultant a license to use, or obtain access to, External Computing Options (as defined below), MCC agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options through and including the date that is thirty days after date MCC provides such termination notice to Consultant.

(d) Survival. The rights and obligations of the parties set forth in this Section 7 and Sections 3, 4, 5, 8, 9 and 10, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation, will survive any such termination or expiration of this Agreement.

## 8. Insurance and Compliance.

(a) Insurance. Consultant shall maintain at Consultant's own expense with a carrier rated a minimum AM Best rated "A", covering at least the following insurance: (i) workers' compensation insurance as required by applicable law, (ii) Consultant's comprehensive general liability insurance, with limits for bodily injury and property damage of \$1,000,000 per occurrence, which policy shall include premises and operation coverage, and blanket contractual coverage; and (iii) comprehensive automobile liability with limits for bodily injury and property damage of \$1,000,000 per occurrence, which policy shall include non-owned and hired autos. Consultant shall, upon request, provide MCC with certificates evidencing all such coverages from insurance companies acceptable to MCC. Such certificates shall (x) except for the workers' compensation insurance, name MCC, its directors, officers and employees as additional insureds with respect to liability, or any claims of liability, arising out of the work performed by Consultant that affords the additional insureds that same coverage as if the additional insureds were the named insured; (y) provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without thirty (30) days' prior written notice to MCC except when cancelled due to non-payment of premiums when notice to Consultant is 10 days; and (z) provide on its face that the policies it represents contain severability of interests clause.

(b) Compliance with Law; Permits. Consultant shall at all times comply with all statutory laws applicable to the Services and the exercise of its rights and performance of its obligations hereunder. Consultant shall obtain and maintain all permits necessary for the exercise of its rights and performance of its obligations under this Agreement except for those covered by MCC's Licensing Representation (defined below). Each party shall comply with all applicable laws relating to bribery, fraudulent acts, corrupt practices and/or money laundering, including the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act of 2010, as may be amended. Consultant represents and warrants that, to its knowledge, neither it, nor any of its employees or affiliates, nor any owner of a direct or indirect interest in Consultant, is listed on any the Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Asset Control ("OFAC") or any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or similar lists maintained by the U.S.

Department of State, the U.S. Department of Commerce or any other governmental agency or authority.

(c) Code of Conduct. Consultant will comply with Consultant's Sustainability Code of Ethics and Corporate Responsibility and will perform the Services in an ethical manner with respect to issues of anti-bribery, anti-money laundering, conflicts of interest, forced or child labor, human trafficking, health and safety, privacy, environmental sustainability, and discrimination in hiring.

9. Confidential Information. Any non-public information (a) disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") in connection with this Agreement, whether conveyed orally, electronically, visually or in a document or other tangible or written form which is either identified as or should be reasonably understood to be confidential and/or proprietary, including, but not limited to, existing or contemplated machines, products, processes, techniques or knowhow, marketing plans and strategies, financial information and projections, pricing, and MCC customer and supplier lists and information (together, "Confidential Information"), shall not be disclosed except only to a Receiving Party's employees, principals, contractors, agents or its legal or other advisors ("Representatives"), who have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements; (ii) a demonstrable need to review such Confidential Information. The Receiving Party shall protect and safeguard the Confidential Information using measures no less stringent than its uses to protect its own confidential information of a similar nature and in all cases, with no less than an reasonable degree of care. Each party further acknowledges that such Confidential Information of a Disclosing Party is and shall remain the sole property of the Disclosing Party (including any patents, trademarks copyrights, trade secrets and other intellectual property rights). Notwithstanding the foregoing, information shall not be considered Confidential Information only to the extent that such information (x) is already known to the Receiving Party prior to the disclosure by the Disclosing Party, (y) is or becomes publicly known through no wrongful act of the Receiving Party or (z) is legally and rightfully received by Consultant from a third party without restriction on further disclosure known to the Receiving Party with respect to such information. If disclosure of Confidential Information is required by governmental authority, professional obligation, law, decree regulation, subpoena or court order, the Receiving Party shall be permitted to disclose such Confidential Information provided that Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: copies retained in work paper files retained to comply with a party's professional or legal obligations and such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures. If applicable, access to MCC's computer system(s) is granted solely for performance of the Services hereunder and for no other purpose whatsoever. Consultant and MCC both agree that the terms of this Agreement shall be treated as Confidential Information. Each party will at all times remain responsible for any unauthorized disclosure or use of Confidential Information by its Representatives.

10. Subcontractors. Consultant shall obtain MCC's written approval prior to entering into agreements with or otherwise engaging any person or legal entity, other than Consultant's employees, including members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, ("Alliance Firms"), independent member firms of the international BDO network ("Member Firms"), and independent contractors ("Contractors"), to provide any Services and Deliverables to MCC (each such approved person or entity, a "Permitted Subcontractor"). Notwithstanding the foregoing, Consultant shall be permitted to use in the performance of the Services, affiliates of or entities owned in whole or in part by Consultant and third parties who render auxiliary services to Consultant (together with Permitted Contractors, collectively, "Third Party Service Providers"). MCC's approval shall not relieve Consultant of its obligations under the Agreement, and Consultant shall remain

fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all applicable terms and conditions of this Agreement as if they were Consultant's own employees. Nothing contained in this Agreement shall create any contractual relationship between MCC and any Third Party Service Provider unless MCC contracts directly with such Third Party Service Provider. Third Party Service Provider unless MCC contracts directly with such Third Party Service Provider. Consultant agrees that it shall not permit the Third Party Service Provider to perform any work relating to the Services until the Third Party Service Provider agrees to be bound by the applicable terms and conditions of the Agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of MCC's home country, Consultant requires Third Party Service Providers to agree to maintain the confidentiality of MCC's information and observe Consultant's policies concerning any confidential client information that Consultant provides to Third Party Service Providers. To the extent MCC has any Claims against a Member Firm that is a Third Party Service Provider in any way arising from, in respect of or in connection with the Services or this Agreement, MCC agrees that MCC shall bring such Claim(s) against Consultant instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to Consultant under this Agreement.

11. **Miscellaneous.**

(a) **No Employment Relationship.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, trust, 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 except as otherwise agreed in writing by the parties. Consultant shall bear sole responsibility for payment of all federal, state and local income tax withholding, and social security taxes, including (but not limited to) unemployment taxes arising from its performance of the Services. Consultant shall bear sole responsibility for any health or disability benefits, worker's compensation, retirement benefits, welfare, unemployment, pension or other benefits arising from its performance of the Services. Consultant does not have the authority to legally bind MCC in any contract, debt or otherwise unless specified in the applicable SOW.

(b) **Public Announcements.** Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party, which consent once given may be revoked at any time by such party. The foregoing will not apply to announcements intended solely for internal distribution, or disclosures to the extent required to meet legal, professional standards, or regulatory requirements, or as otherwise permitted herein

(c) **Successors and Assigns; Assignment.** Except as provided herein, neither party may assign or transfer its interest in this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. A party may assign this Agreement to any third party that acquires substantially all a party's assets or equity or operations. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

(d) **Entire Agreement.** This Agreement, including the preamble, recitals and exhibits hereto, together with any applicable SOWs, constitutes the entire agreement between the parties hereto relating to the subject matter of this Agreement and no term or provision of this Agreement shall be varied or modified by prior or subsequent statements, conduct, or acts of either of the parties. This Agreement may only be modified in a writing executed by both parties.

(e) 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). 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) or equivalent, and shall be effective upon delivery or documented refusal of delivery. Notwithstanding the foregoing, business-related notices may be provided by facsimile, e-mail or the other electronic document exchange methods agreed by the parties (with confirmation of transmission) provided that any notice which alleges breach of contract or any other legal claim or action must be sent to a party at the address below in addition to email transmission or other form of notice.

*If to MCC:*

Multi-Color Corporation  
The Medici  
3284 Northside Pkwy STE 400  
Atlanta, GA 30327  
Attn: SVP, Global Procurement

*If to Consultant:*

BDO USA  
330 N. Wabash Ave., Suite 3200  
Chicago, IL 60611

Attn: Anthony W. Montelisciani, Managing Director  
Email: [tmontelisciani@bdo.com](mailto:tmontelisciani@bdo.com)

*With a copy to:*

Legal Department, and via e-mail to:  
[Contracts@mcclabel.com](mailto:Contracts@mcclabel.com)

*With a copy to:*

Office of the General Counsel and via email to:  
[legal@bdo.com](mailto:legal@bdo.com)

(f) Severability. If any part of this Agreement shall be held invalid or unenforceable, such determination shall not affect the validity or enforceability of any remaining portion, which shall remain in force and effect as if this Agreement had been executed with the invalid or unenforceable portion thereof eliminated.

(g) Waiver. A failure by either party to enforce any of the provisions of this Agreement or rights or remedies with respect thereto or to exercise election therein provided shall not constitute a waiver of such provision, right, remedy or election or affect the validity thereof or of this Agreement. The exercise by a party of its rights, remedies or elections under the terms of this Agreement shall not preclude or prejudice a party's rights to exercise at another time the same or other right, remedy or election it may have under this Agreement. The rights of termination provided in this Agreement are in addition to other rights, remedies or elections a party may have with respect to this Agreement, including the right to sue for breach without terminating.

(h) Equitable Remedies. Each party acknowledges and agrees that a breach or threatened breach by that party of any of its obligations under Sections 5 and 9 would give rise to irreparable harm to the non-breaching party for which monetary damages would not be an adequate remedy. In the event of a breach or a threatened breach by a party of any such obligations, the non-breaching party shall, in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

(i) Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to the conflicts of law provisions thereof. Exclusive jurisdiction and venue for any claims made by either party hereto against the other shall be within the state and federal courts located in Chicago, Illinois, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts and waive to the extent not prohibited by law any claim that (a) they are not subject to personal jurisdiction in such courts and (b) that jurisdiction in such courts is improper. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER AND MAKES THIS WAIVER VOLUNTARILY.

(j) Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms this Agreement, the substantially prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

(k) Interpretation; Headings. The headings in this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement. Definitions will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms.

(l) Counterparts. This Agreement may be executed and delivered via DocuSign or similar recognized electronic signature methods, and may be executed in counterparts, all of which when read together shall constitute one and the same document and shall be considered an original.

(m) [Reserved]

(n) Non-Solicitation. During the term of this Agreement and for a period of one (1) year after its termination, neither party will knowingly solicit or hire for employment or as a consultant any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement without the prior written consent of the other party. As used in this paragraph, "employment" shall include any form of employment, consulting, independent contractor relationship, or other arrangement in which an individual will directly or indirectly perform services or work for, or on behalf of, such party. The foregoing restriction shall not apply to general recruiting efforts of either party that are not specifically targeted to an employee or group of employees (or former employee or group of former employees) of the other party.

(o) Subsidiaries and Affiliates. Consultant agrees that any subsidiary and affiliate of MCC shall be entitled to engage Consultant's Services with the terms and conditions provided to MCC hereunder so long as such entities sign an applicable SOW and, by so doing, agree to be bound by the terms and conditions of this Agreement.

(p) Total Contract Value Limit. The total contract value for this agreement shall not exceed [REDACTED]. Any additional costs or expenses incurred beyond this limit shall require a signed amendment from both parties. Nothing in this Section 11(p) shall excuse, waive, or otherwise extinguish MCC's obligation to pay for Services performed, even if MCC's payment obligation exceeds the total contract value.

(q) **Consents for Disclosure.** If Consultant is engaged in the preparation of tax returns, Internal Revenue Code Sections 6713 and 7216 require Consultant to obtain MCC's consent before using or disclosing information that MCC furnish to Consultant in connection with the preparation of MCC's return(s). MCC consents to Consultant's disclosure of MCC's information to Third Party Service Providers engaged, subject to Section 10 above, for the purpose of assisting Consultant in preparing MCC's tax returns and/or rendering other services requested by MCC. MCC consents to disclosure of MCC's information to Third Party Service Providers outside the United States and consent to the participation of Third Party Service Providers in making substantive determinations affecting the tax liability reported by MCC. This consent applies to all information required to be included in tax returns prepared pursuant to this Agreement and all tax return information relevant to the services provided pursuant to this Agreement unless MCC requests a more limited disclosure in writing sent to taxdisclosure@bdo.com. Unless limited or revoked in writing, the duration of this consent is the same as the term of this Agreement. Consultant will not condition its services on MCC's consent except where Consultant seeks to disclose MCC's tax return information to a Third-Party Service Provider for purposes of performing services related to preparation of MCC's tax return.

(r) **MCC Materials.** Consultant shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of MCC, its personnel, representatives, and agents (the "MCC Materials") are complete and accurate. MCC is responsible for ensuring that all MCC Materials provided to Consultant may be transferred to Consultant and processed in accordance with the terms of this Agreement and applicable laws, and that to the extent required thereunder MCC has obtained all consents required for Consultant's receipt and use of MCC Materials. MCC agrees that it will not transmit or make accessible to Consultant in any manner personally identifiable information unless reasonably required for Consultant's performance of the Services. Consultant will not audit or otherwise verify the accuracy or completeness of the data MCC submit, although Consultant may need to ask MCC for clarification of some of the information. MCC shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, Consultant shall not assume any responsibility for any financial reporting with respect to the Services.

(s) **Conflicts of Interest.** Consultant is not aware of any conflicts of interest with respect to any of the names MCC has provided. Consultant is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although Consultant will inform MCC promptly should any come to Consultant's attention. Consultant reserves the right to resign from this engagement at any time if conflicts of interest arise or become known to Consultant. Additionally, Consultant's engagement by MCC will in no way preclude Consultant from being engaged by any third party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, Consultant shall be permitted to disclose that it is engaged to provide the Services to MCC under this Agreement if Consultant in its reasonable professional judgment determines that such disclosure is required in connection with Consultant's provision of services on behalf of other clients of Consultant, including, without limitation, professional services engagements under which Consultant personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses. To be clear, any disclosure in such engagements beyond the fact that the engagement exists and the general type of services provided would be subject the notice requirements for the disclosure of MCC's Confidential Information.

(t) **Subpoenas.** If MCC requests Consultant to object to or respond to, or Consultant receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information Consultant obtained and/or prepared during the course of this or any prior engagements with MCC, MCC agree to compensate Consultant for all reasonable time

Consultant expends in connection with such response, at Consultant's standard rates, and to reimburse Consultant for all related out-of-pocket costs (including outside attorneys' fees) that Consultant incur.

(u) [Reserved]

(v) External Computing Options. If, at MCC's request, any member of the Consultant Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of Consultant's standard security protocol, MCC acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, Consultant Group disclaims, and MCC agrees to release Consultant Group from, and indemnify Consultant Group for, all liability arising out of or related to the use of such External Computing Options except to the extent (1) such use is in contravention of the written instructions or limitations expressly given to Consultant by MCC with respect to the use of such External Computing Options, or (2) the Claim results from the willful misconduct of Consultant in the course of such use. Further, nothing contained in this paragraph or the use of External Computing Options shall limit or otherwise modify in any way MCC's rights and remedies with respect to Consultant's obligations to perform the Services in accordance with the requirements of this Agreement and any applicable SOW.

(w) Restricted Federal Data. The parties agree that the services are not intended to involve the processing, storage, disclosure, or transmissions of Restricted Federal Data, defined as data or information subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including but not limited to the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"), and any other data or information that is restricted for dissemination or disclosure to foreign nationals. For clarity, and without limiting the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Federal Data. Because Consultant relies on this information in order to fulfil its own compliance obligations, MCC shall not provide or otherwise make available Restricted Federal Data to Consultant or its employees unless expressly agreed to in advance in writing by Consultant. If MCC becomes aware that any known or suspected Restricted Federal Data will be or has been disclosed to Consultant by MCC or otherwise in connection with the Services, MCC will (a) immediately notify Consultant in writing to [regulatedgovtdata@bdo.com](mailto:regulatedgovtdata@bdo.com) and will cease any further transfer of such data unless and until Consultant expressly agrees in writing, (b) identify which documents at which pages contain such information, (c) identify which export control regulations apply where applicable, and (d) identify the relevant export control classifications that apply to the information in question. The MCC will fully cooperate with Consultant in the investigation of and response to any known or suspected Restricted Federal Data that MCC has disclosed to Consultant notwithstanding the foregoing. The MCC further agrees that it will be responsible for all reasonable, out-of-pocket fees, costs, and expenses associated with processing, storage, disclosure, or transmissions of such Restricted Federal Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Federal Data.

(x) Licensing Representation. To the extent necessary for Consultant to perform its obligations described in an applicable SOW, MCC represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow Consultant and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of MCC under MCC's third-party services contracts, licenses or other contracts granting MCC the right to access, use or receive services or software (each a "Licensing Representation"). Upon Consultant's request, MCC will provide Consultant any

references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). MCC hereby releases Consultant Group from all claims and liabilities resulting from (i) Consultant's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by Consultant.

(y) Non-CPA Notice Requirement. Consultant is owned by professionals who hold CPA licenses. Depending on the nature of the Services being provided, from time to time non-CPA personnel may be involved in providing certain Services hereunder.

(z) Power and Authority. Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**MULTI-COLOR CORPORATION**

By:    
 DocuSigned by:  
D812A155A4B542D

Name: Wendell Rangel

Title: Procurement – Global Category Manager

Date: 12/12/2025

**BDO USA**

By:    
 Signed by:  
37A0AA739C93421...

Name: Anthony W. Montelisciani

Title: Managing Director, State & Local Tax Services

Date: 12/12/2025

**EXHIBIT A -  
STATEMENT OF WORK**

**THIS STATEMENT OF WORK** (this "SOW") is hereby incorporated into that certain Consulting Services Master Agreement dated \_\_\_\_\_, by and between MCC and Consultant, and incorporated herein by reference. The Effective Date of this Statement of Work shall be \_\_\_\_\_.

1. **Type of engagement (Time & Material, Fixed-Price):** [Insert the type of engagement in each SOW]
2. **Location where Services are to be performed:** [Remote or on site?]
3. **Description of Services to be performed:**  
[Insert detailed descriptions of Services]
4. **Process and Deliverables:**  
[Describe the methodology and steps that will be followed to complete the project ("Process") and specify the tangible and intangible outputs ("Deliverables") that the project will produce]
5. **Timeline:** [Insert the "FTE Allocation / Month (Hours)" table with project phases, tasks, roles, locations, and number of hours]

Table: FTE Allocation / Month (Hours)

Phase	Task	Role	Location	Resource Allocation / Month (Hours)			
				Month 1	Month 2	Month n	Total (Hours)
<b>Total =&gt;</b>							

6. **Services cost:**

**Fees:** [Insert the "Cost / Month (\$)" table with project phases, tasks, roles, locations, and cost per month and project phase]

Table: Cost / Month (\$)

Phase	Task	Role	Location	Cost / Month (\$)			
				Month 1	Month 2	Month n	Total (\$)
<b>Total =&gt;</b>							

**Travel & Expenses (T&E):** [Insert T&E estimate for this SOW. The applicable T&E % may be found in the Exhibit C]

Management & Contingency (M&C) Fee (if applicable): [Insert M&C Fee. The applicable M&C Fee % may be found in the Exhibit C]

Total: [Insert the total calculated by the sum of Fees, T&E, and M&C Fee.]

**Russian Sanctions.** By executing this document, MCC represents that it is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. MCC agrees that if at any time while Consultant is providing services to MCC the foregoing representation is no longer true, MCC will immediately notify Consultant.

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals authorizations and consents necessary to execute this document on behalf of the MCC for whom the authorized signatory is executing this document.

**MULTI-COLOR CORPORATION**

**[CONSULTANT]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT B -  
MCC NETWORK ACCESS POLICY**

1. Subject to the terms of this Network Access Policy (“NAP”), MCC grants Consultant the limited right to access the internal computer programs, systems, and communication networks or the computer programs, systems, and communication networks of MCC’s customers, vendors, or other Consultants (collectively, the “MCC Network”) solely to the extent necessary to perform the Services set forth in a Statement of Work. MCC shall not provide Consultant with authorization to view or access any device, computer, or information available through the MCC Network beyond that explicitly required to perform the Services.
2. Consultant may only permit its authorized employees or personnel (“Authorized Personnel”) to access the MCC Network; use of MCC Network by any other persons is strictly prohibited. For clarify, all of the following shall constitute prohibited uses unless expressly authorized by MCC in writing: (a)[reserved]; (b) knowingly installing, modifying, downloading, viewing, copying, or deleting any information, application, software or code from or to the MCC Network unless reasonably required to perform the Services; (c) knowingly using the MCC Network to damage, disable, overburden or impair the MCC Network; and (d) knowingly installing, downloading or otherwise introducing any malicious software (including without limitation, any virus, worm, Trojan, rootkit, monitoring tool, or hacking tool) into any part of the MCC Network, or otherwise knowingly using the MCC Network to conduct any malicious or illegal activity. Consultant will promptly notify the MCC Contact in writing if it becomes aware of any prohibited uses of MCC Network by Authorized Personnel and will reasonably cooperate with MCC in the investigation thereof.
3. Consultant agrees to comply with all MCC instructions concerning access to the MCC Network that are provided to Consultant. Consultant and its Authorized Personnel have no expectation of privacy when using or accessing MCC Network. Without limiting any contrary provision in the Agreement, MCC reserves the right to monitor Consultant’s use of the MCC Network, and to use and disclose any files or messages transmitted by Consultant through or stored in, the MCC Network as it deems appropriate.
4. MCC will provide Authorized Personnel with passwords and other information (“Access Credentials”) necessary to enable them to access the MCC Network. Consultant will not, nor will it permit the Authorized Personnel to, disclose the Access Credentials to any other person (including but not limited to any other Consultant employees) unless instructed or permitted by MCC. Consultant will take commercially reasonable measures designed to ensure that Authorized Personnel comply with the policies governing passwords, as well as network and information security, consistent with Consultant’s security policies. At MCC’s request, Consultant will require its Authorized Personnel to promptly change their MCC Network passwords if MCC believes the Access Credentials have become compromised. Consultant shall notify the MCC Contact in writing to disable an Authorized Employee’s Access Credentials within three business days of: (i) the end of the Authorized Employee’s reasonable need to access the MCC Network to perform the Services, (ii) or the Authorized Personnel’s end of employment with Consultant, whichever occurs sooner.
5. The term ‘Confidential Information’ as used in the Agreement includes: (a) Access Credentials; and (b) all non-public information which Consultant obtains from, about, or through the use of the MCC Network (“MCC Data”). For the avoidance of doubt, all MCC Data will be deemed Confidential information and subject to the confidentiality and non-disclosure obligations set forth in the Agreement and in any non-disclosure agreement between the parties. If MCC authorizes Consultant to copy, process, or download any Confidential Information from the MCC Network on Consultant’s computing systems, Consultant will implement and maintain reasonable administrative, technical, and physical measures designed to protect such Confidential Information from unauthorized access, use, modification, loss or disclosure..
6. Consultant will comply with all applicable laws regarding use of the MCC Network and MCC Data, including all laws governing data privacy and data protection, to the extent applicable to Consultant’s

processing of MCC Data on behalf of MCC under the Agreement. Consultant will notify the MCC Contact within seventy-two (72) hours of becoming aware of any confirmed (a) breach of Consultant's network or computing assets that resulted in actual unauthorized access to any MCC Network or MCC Data, or (b) misuse, disclosure or loss of, or inability to account for, any MCC Data on Consultant's network or computing assets (each of (a) and (b), a "Breach Incident"). For each Breach Incident, Consultant will: (i) use reasonable efforts designed to protect the confidentiality, integrity, and availability of MCC Data and to recover and secure any MCC Data affected by the Breach Incident; (ii) promptly furnish reasonably pertinent details of such Breach Incident, to the extent known; (iii) provide periodic updates as to the status of such Breach Incident; (iv) [reserved]; (v) reasonably cooperate with MCC, at MCC's expense, in any litigation and/or investigation against third parties reasonably deemed necessary by MCC to protect the integrity of the MCC Network and/or the confidentiality of MCC Data; (vi) promptly use reasonable efforts designed to prevent a recurrence of such Breach Incident; (vii) [reserved]; (viii) subject to the limitations of liability in the Agreement, pay the cost of preparing and delivering any such third party notice(s), as well as credit monitoring or other remedial measure costs if such Breach Incident was attributable to Consultant's breach of its obligations under this NAP; and (ix) except as otherwise noted, bear its own costs to comply with its obligations under this Section 6.

7. EXCEPT AS AGREED OTHERWISE UNDER THE AGREEMENT, MCC GRANTS CONSULTANT ACCESS TO THE MCC NETWORK ON AN "AS-IS", "AS-AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. MCC MAKES NO REPRESENTATION AS TO THE OPERATION, PERFORMANCE, AVAILABILITY, OR SECURITY OF THE MCC NETWORK, OR THAT IT CONFORMS TO ANY SPECIFICATIONS. THE MCC NETWORK MAY CONTAIN BUGS, ERRORS, OMISSIONS OR VULNERABILITIES, AND MCC UNDERTAKES NO OBLIGATION TO CORRECT ANY DEFECTS, OR TO UPDATE OR ENHANCE THE MCC NETWORK. VENDOR ASSUMES ANY AND ALL RISK OF LOSS ASSOCIATED WITH ITS USE OF THE MCC NETWORK AND MCC DATA.

8. Consultant agrees that at MCC's request, not more than once a year, it will provide written confirmation of its compliance with the terms of this NAP by responding to reasonable written privacy and security audit and assessment questionnaires for reasonable length and scope.

**EXHIBIT C -  
RATE SCHEDULE**

Consultant agrees to provide services based on the rates as further described in the below table.

**Hourly Rates (In Local Currency):**

Segment Name	Area of Expertise Name	Role Name	NA		LA	EU		
			USA (Local) USD	USA (Offshore) USD	Canada CAD	Mexico MXN	Germany EUR	United Kingdom GBP
Strategy & Advisory	Corporate / BU / Functional Strategy	Principal / Partner	712.80	633.60	895.50	9,603.00	598.50	938.88
		(Managing) Director	626.40	556.80	688.50	9,004.50	450.00	787.68
		Sr Manager	518.40	460.80	648.00	7,821.00	351.00	655.92
		Manager	432.00	384.00	490.50	6,804.00	297.00	479.52
		Sr Consultant / Sr Staff	345.60	307.20	337.50	4,999.50	247.50	360.00
		Consultant / Staff	216.00	192.00	288.00	3,699.00	216.00	334.80
		Sr Analyst / Sr Associate	N/A	N/A	243.00	2,403.00	180.00	287.28
		Analyst / Associate	N/A	N/A	229.50	1,602.00	148.50	176.40
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	172.80	153.60	N/A	N/A	N/A	N/A
	M&A	Principal / Partner	712.80	633.60	643.50	10,791.00	495.00	938.88
		(Managing) Director	626.40	556.80	544.50	9,670.50	396.00	787.68
		Sr Manager	518.40	460.80	477.00	8,545.50	346.50	655.92
		Manager	432.00	384.00	360.00	7,425.00	297.00	479.52
		Sr Consultant / Sr Staff	345.60	307.20	297.00	5,890.50	247.50	360.00
		Consultant / Staff	216.00	192.00	229.50	4,356.00	198.00	334.80
		Sr Analyst / Sr Associate	N/A	N/A	193.50	3,415.50	162.00	287.28
		Analyst / Associate	N/A	N/A	153.00	2,475.00	130.50	176.40
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	172.80	153.60	N/A	N/A	N/A	N/A
	IPO	Principal / Partner	712.80	633.60	832.50	7,722.00	495.00	657.36
		(Managing) Director	626.40	556.80	652.50	6,237.00	396.00	551.52
		Sr Manager	518.40	460.80	598.50	4,752.00	346.50	459.36
		Manager	432.00	384.00	445.50	3,924.00	297.00	335.52
		Sr Consultant / Sr Staff	345.60	307.20	364.50	3,100.50	247.50	252.00
		Consultant / Staff	216.00	192.00	288.00	2,277.00	198.00	234.72
		Sr Analyst / Sr Associate	N/A	N/A	274.50	1,651.50	162.00	200.88
		Analyst / Associate	N/A	N/A	238.50	936.00	117.00	123.84
Other Support		N/A	N/A	N/A	N/A	N/A	N/A	
Intern		172.80	153.60	N/A	N/A	N/A	N/A	

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Segment Name	Area of Expertise Name	Role Name	NA		LA		EU		
			USA (Local)	USA (Offshore)	Canada	Mexico	Germany	United Kingdom	
			USD	USD	CAD	MXN	EUR	GBP	
Management	Procurement	Principal / Partner	712.80	633.60	895.50	9,603.00	450.00	657.36	
		(Managing) Director	626.40	556.80	688.50	9,004.50	351.00	551.52	
		Sr Manager	518.40	460.80	648.00	7,821.00	297.00	459.36	
		Manager	432.00	384.00	490.50	6,804.00	247.50	335.52	
		Sr Consultant / Sr Staff	345.60	307.20	337.50	4,999.50	198.00	252.00	
		Consultant / Staff	216.00	192.00	288.00	3,699.00	189.00	234.72	
		Sr Analyst / Sr Associate	N/A	N/A	243.00	2,403.00	180.00	200.88	
		Analyst / Associate	N/A	N/A	229.50	1,602.00	148.50	123.84	
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A	
		Intern	172.80	153.60	N/A	N/A	N/A	N/A	
		Marketing	Principal / Partner	712.80	633.60	895.50	9,603.00	N/A	657.36
			(Managing) Director	626.40	556.80	688.50	9,004.50	N/A	551.52
	Sr Manager		518.40	460.80	648.00	7,821.00	N/A	459.36	
	Manager		432.00	384.00	490.50	6,804.00	N/A	335.52	
	Sr Consultant / Sr Staff		345.60	307.20	337.50	4,999.50	N/A	252.00	
	Consultant / Staff		216.00	192.00	288.00	3,699.00	N/A	234.72	
	Sr Analyst / Sr Associate		N/A	N/A	243.00	2,403.00	N/A	200.88	
	Analyst / Associate		N/A	N/A	229.50	1,602.00	N/A	123.84	
	Other Support		N/A	N/A	N/A	N/A	N/A	N/A	
	Intern		172.80	153.60	N/A	N/A	N/A	N/A	
	ESG		Principal / Partner	712.80	633.60	895.50	9,603.00	351.00	563.04
			(Managing) Director	626.40	556.80	688.50	9,004.50	301.50	472.32
		Sr Manager	518.40	460.80	648.00	7,821.00	279.00	393.84	
		Manager	432.00	384.00	490.50	6,804.00	252.00	288.00	
		Sr Consultant / Sr Staff	345.60	307.20	337.50	4,999.50	229.50	216.00	
		Consultant / Staff	216.00	192.00	288.00	3,699.00	202.50	200.88	
		Sr Analyst / Sr Associate	N/A	N/A	243.00	2,403.00	175.50	172.08	
		Analyst / Associate	N/A	N/A	229.50	1,602.00	148.50	105.84	
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A	
		Intern	172.80	153.60	N/A	N/A	N/A	N/A	
		DEI	Principal / Partner	N/A	N/A	895.50	9,603.00	360.00	563.04
			(Managing) Director	N/A	N/A	688.50	9,004.50	324.00	472.32
	Sr Manager		N/A	N/A	648.00	7,821.00	270.00	393.84	
	Manager		N/A	N/A	490.50	6,804.00	252.00	288.00	
	Sr Consultant / Sr Staff		N/A	N/A	337.50	4,999.50	229.50	216.00	
	Consultant / Staff		N/A	N/A	288.00	3,699.00	202.50	200.88	
	Sr Analyst / Sr Associate		N/A	N/A	243.00	2,403.00	175.50	172.08	
	Analyst / Associate		N/A	N/A	229.50	1,602.00	148.50	105.84	
	Other Support		N/A	N/A	N/A	N/A	N/A	N/A	
	Intern		N/A	N/A	N/A	N/A	N/A	N/A	

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Segment Name	Area of Expertise Name	Role Name	NA		LA	EU		
			USA (Local)	USA (Offshore)	Canada	Mexico	Germany	United Kingdom
			USD	USD	CAD	MXN	EUR	GBP
Finance & Accounting	Bookkeeping	Principal / Partner	414.00	N/A	769.50	7,722.00	360.00	469.44
		(Managing) Director	324.00	N/A	688.50	5,751.00	324.00	393.84
		Sr Manager	252.00	N/A	490.50	4,752.00	270.00	328.32
		Manager	225.00	N/A	360.00	3,924.00	198.00	239.76
		Sr Consultant / Sr Staff	189.00	N/A	292.50	3,100.50	166.50	180.00
		Consultant / Staff	171.00	N/A	225.00	2,277.00	139.50	167.76
		Sr Analyst / Sr Associate	162.00	N/A	198.00	1,651.50	117.00	144.00
		Analyst / Associate	153.00	N/A	171.00	1,030.50	99.00	88.56
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	N/A	N/A	N/A	N/A	N/A	N/A
	Tax	Principal / Partner	553.50	492.00	877.50	10,791.00	495.00	952.56
		(Managing) Director	507.60	451.20	828.00	9,670.50	396.00	799.20
		Sr Manager	442.80	393.60	594.00	8,545.50	346.50	665.28
		Manager	415.80	369.60	490.50	7,425.00	297.00	486.00
		Sr Consultant / Sr Staff	321.30	285.60	418.50	5,890.50	265.50	365.76
		Consultant / Staff	267.30	237.60	346.50	4,356.00	238.50	339.12
		Sr Analyst / Sr Associate	191.70	170.40	297.00	3,415.50	202.50	356.40
		Analyst / Associate	175.50	156.00	247.50	2,475.00	166.50	179.28
		Other Support	135.00	120.00	N/A	N/A	N/A	N/A
		Intern	126.90	112.80	N/A	N/A	N/A	N/A
	Audit	Principal / Partner	330.00	N/A	720.00	6,003.00	351.00	536.40
		(Managing) Director	305.00	N/A	517.50	5,877.00	301.50	450.00
		Sr Manager	255.00	N/A	517.50	4,932.00	279.00	375.12
		Manager	210.00	N/A	382.50	3,987.00	252.00	274.32
		Sr Consultant / Sr Staff	190.00	N/A	270.00	3,087.00	229.50	205.20
		Consultant / Staff	175.00	N/A	207.00	2,187.00	202.50	191.52
		Sr Analyst / Sr Associate	155.00	N/A	207.00	1,746.00	175.50	164.16
		Analyst / Associate	140.00	N/A	175.50	1,300.50	148.50	100.80
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	N/A	N/A	N/A	N/A	N/A	N/A
	Risk & Compliance	Principal / Partner	712.80	633.60	544.50	7,425.00	346.50	469.44
		(Managing) Director	626.40	556.80	445.50	6,237.00	310.50	393.84
		Sr Manager	518.40	460.80	396.00	5,049.00	279.00	328.32
		Manager	432.00	384.00	297.00	3,861.00	216.00	239.76
		Sr Consultant / Sr Staff	345.60	307.20	261.00	2,970.00	198.00	180.00
		Consultant / Staff	216.00	192.00	225.00	2,079.00	180.00	167.76
		Sr Analyst / Sr Associate	N/A	N/A	211.50	1,633.50	157.50	144.00
		Analyst / Associate	N/A	N/A	198.00	1,188.00	135.00	88.56
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	172.80	153.60	N/A	N/A	N/A	N/A

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**Hourly Rates (in USD):**

Segment Name	Area of Expertise Name	Role Name	NA		LA		EU	
			USA (Local)	USA (Offshore)	Canada	Mexico	Germany	United Kingdom
			USD	USD	USD	USD	USD	USD
Strategy & Advisory	Corporate / BU / Functional Strategy	Principal / Partner	712.80	633.60	643.26	475.21	641.09	1,211.52
		(Managing) Director	626.40	556.80	494.57	445.59	482.02	1,016.41
		Sr Manager	518.40	460.80	465.48	387.02	375.98	846.39
		Manager	432.00	384.00	352.34	336.70	318.14	618.77
		Sr Consultant / Sr Staff	345.60	307.20	242.44	247.40	265.11	464.54
		Consultant / Staff	216.00	192.00	206.88	183.05	231.37	432.02
		Sr Analyst / Sr Associate	N/A	N/A	174.55	118.91	192.81	370.70
		Analyst / Associate	N/A	N/A	164.86	79.28	159.07	227.62
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	172.80	153.60	N/A	N/A	N/A	N/A
	M&A	Principal / Partner	712.80	633.60	462.24	533.99	530.23	1,211.52
		(Managing) Director	626.40	556.80	391.13	478.55	424.18	1,016.41
		Sr Manager	518.40	460.80	342.64	422.88	371.16	846.39
		Manager	432.00	384.00	258.60	367.43	318.14	618.77
		Sr Consultant / Sr Staff	345.60	307.20	213.34	291.49	265.11	464.54
		Consultant / Staff	216.00	192.00	164.86	215.56	212.09	432.02
		Sr Analyst / Sr Associate	N/A	N/A	139.00	169.02	173.53	370.70
		Analyst / Associate	N/A	N/A	109.90	122.48	139.79	227.62
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	172.80	153.60	N/A	N/A	N/A	N/A
	IPO	Principal / Partner	712.80	633.60	598.01	382.12	530.23	848.25
		(Managing) Director	626.40	556.80	468.71	308.64	424.18	711.68
		Sr Manager	518.40	460.80	429.92	235.15	371.16	592.75
		Manager	432.00	384.00	320.01	194.18	318.14	432.95
		Sr Consultant / Sr Staff	345.60	307.20	261.83	153.43	265.11	325.18
		Consultant / Staff	216.00	192.00	206.88	112.68	212.09	302.88
		Sr Analyst / Sr Associate	N/A	N/A	197.18	81.72	173.53	259.21
		Analyst / Associate	N/A	N/A	171.32	46.32	125.33	159.80
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	172.80	153.60	N/A	N/A	N/A	N/A

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Segment Name	Area of Expertise Name	Role Name	NA			LA	EU	
			USA (Local) USD	USA (Offshore) USD	Canada USD	Mexico USD	Germany USD	United Kingdom USD
Management	Procurement	Principal / Partner	712.80	633.60	643.26	475.21	482.02	848.25
		(Managing) Director	626.40	556.80	494.57	445.59	375.98	711.68
		Sr Manager	518.40	460.80	465.48	387.02	318.14	592.75
		Manager	432.00	384.00	352.34	336.70	265.11	432.95
		Sr Consultant / Sr Staff	345.60	307.20	242.44	247.40	212.09	325.18
		Consultant / Staff	216.00	192.00	206.88	183.05	202.45	302.88
		Sr Analyst / Sr Associate	N/A	N/A	174.55	118.91	192.81	259.21
		Analyst / Associate	N/A	N/A	164.86	79.28	159.07	159.80
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	172.80	153.60	N/A	N/A	N/A	N/A
	Marketing	Principal / Partner	712.80	633.60	643.26	475.21	N/A	848.25
		(Managing) Director	626.40	556.80	494.57	445.59	N/A	711.68
		Sr Manager	518.40	460.80	465.48	387.02	N/A	592.75
		Manager	432.00	384.00	352.34	336.70	N/A	432.95
		Sr Consultant / Sr Staff	345.60	307.20	242.44	247.40	N/A	325.18
		Consultant / Staff	216.00	192.00	206.88	183.05	N/A	302.88
		Sr Analyst / Sr Associate	N/A	N/A	174.55	118.91	N/A	259.21
		Analyst / Associate	N/A	N/A	164.86	79.28	N/A	159.80
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	172.80	153.60	N/A	N/A	N/A	N/A
	ESG	Principal / Partner	712.80	633.60	643.26	475.21	375.98	726.54
		(Managing) Director	626.40	556.80	494.57	445.59	322.96	609.48
		Sr Manager	518.40	460.80	465.48	387.02	298.85	508.21
		Manager	432.00	384.00	352.34	336.70	269.93	371.63
		Sr Consultant / Sr Staff	345.60	307.20	242.44	247.40	245.83	278.72
		Consultant / Staff	216.00	192.00	206.88	183.05	216.91	259.21
		Sr Analyst / Sr Associate	N/A	N/A	174.55	118.91	187.99	222.05
		Analyst / Associate	N/A	N/A	164.86	79.28	159.07	136.57
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	172.80	153.60	N/A	N/A	N/A	N/A
	DEI	Principal / Partner	N/A	N/A	643.26	475.21	385.62	726.54
		(Managing) Director	N/A	N/A	494.57	445.59	347.06	609.48
		Sr Manager	N/A	N/A	465.48	387.02	289.21	508.21
		Manager	N/A	N/A	352.34	336.70	269.93	371.63
		Sr Consultant / Sr Staff	N/A	N/A	242.44	247.40	245.83	278.72
		Consultant / Staff	N/A	N/A	206.88	183.05	216.91	259.21
		Sr Analyst / Sr Associate	N/A	N/A	174.55	118.91	187.99	222.05
		Analyst / Associate	N/A	N/A	164.86	79.28	159.07	136.57
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A
		Intern	N/A	N/A	N/A	N/A	N/A	N/A

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Segment Name	Area of Expertise Name	Role Name	NA		LA		EU		
			USA (Local)	USA (Offshore)	Canada	Mexico	Germany	United Kingdom	
			USD	USD	USD	USD	USD	USD	
Finance & Accounting	Bookkeeping	Principal / Partner	414.00	N/A	552.75	382.12	382.27	605.76	
		(Managing) Director	324.00	N/A	494.57	264.59	347.06	508.21	
		Sr Manager	252.00	N/A	363.24	232.16	289.21	423.66	
		Manager	225.00	N/A	258.60	194.18	212.09	309.38	
		Sr Consultant / Sr Staff	189.00	N/A	210.11	153.43	178.35	232.27	
		Consultant / Staff	171.00	N/A	161.62	112.68	149.43	216.48	
		Sr Analyst / Sr Associate	162.00	N/A	142.23	81.77	125.43	185.82	
		Analyst / Associate	153.00	N/A	122.83	50.99	106.05	114.28	
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A	
		Intern	N/A	N/A	N/A	N/A	N/A	N/A	
		Tax	Principal / Partner	553.50	492.00	630.33	533.99	530.23	1,229.17
			(Managing) Director	507.60	451.20	594.77	478.55	424.18	1,031.28
	Sr Manager		442.80	393.60	476.69	422.88	371.16	858.47	
	Manager		415.80	369.60	352.34	367.43	318.14	627.13	
	Sr Consultant / Sr Staff		321.30	285.60	300.62	291.49	284.39	471.97	
	Consultant / Staff		267.30	237.60	248.90	215.56	255.47	437.60	
	Sr Analyst / Sr Associate		191.70	170.40	213.34	169.02	216.91	459.89	
	Analyst / Associate		175.50	156.00	177.79	122.48	178.35	231.34	
	Other Support		135.00	120.00	N/A	N/A	N/A	N/A	
	Intern		126.90	112.80	N/A	N/A	N/A	N/A	
	Audit		Principal / Partner	330.00	N/A	517.19	297.06	375.98	692.16
			(Managing) Director	305.00	N/A	371.73	290.82	322.96	580.68
		Sr Manager	255.00	N/A	371.73	244.06	298.85	484.05	
		Manager	210.00	N/A	274.76	197.30	269.93	353.98	
		Sr Consultant / Sr Staff	190.00	N/A	193.95	152.76	245.83	264.79	
		Consultant / Staff	175.00	N/A	148.69	108.22	216.91	247.14	
		Sr Analyst / Sr Associate	155.00	N/A	148.69	86.40	187.99	211.83	
		Analyst / Associate	140.00	N/A	126.07	64.36	159.07	130.07	
		Other Support	N/A	N/A	N/A	N/A	N/A	N/A	
		Intern	N/A	N/A	N/A	N/A	N/A	N/A	
		Risk & Compliance	Principal / Partner	712.80	633.60	391.13	367.43	371.16	605.76
			(Managing) Director	626.40	556.80	320.01	308.64	332.60	508.21
	Sr Manager		518.40	460.80	284.46	249.85	298.85	423.66	
	Manager		432.00	384.00	213.34	191.06	231.37	309.38	
	Sr Consultant / Sr Staff		345.60	307.20	187.48	146.97	212.09	232.27	
	Consultant / Staff		216.00	192.00	161.62	102.88	192.81	216.48	
	Sr Analyst / Sr Associate		N/A	N/A	151.93	80.83	168.71	185.82	
	Analyst / Associate		N/A	N/A	142.23	58.79	144.61	114.28	
	Other Support		N/A	N/A	N/A	N/A	N/A	N/A	
	Intern		172.80	153.60	N/A	N/A	N/A	N/A	

**Travel & Expenses (T&E):**

T&E (also commonly referred as "out-of-pocket expenses") are capped at 5% over the Fees of each Assigned Consulting Project.

T&E are subject to MCC prior review and approval, and will be reimbursed on an as-incurred basis.

**Management & Contingency (M&C) Fee:**

Assigned Consulting Projects will be predominantly priced at a Time & Material ("T&M") basis. If understood the a certain project should be performed in a Fixed-Price basis, the supplier may add a fee % ("Management & Contingency Fee") with the intent to cover the known & unknown unknowns, identifiable & unidentifiable risks and foreseeable & unforeseeable uncertainties.

M&C Fee \$ is calculated by the formula: Fees \* M&C Fee %.

The agreed M&C Fee % is = 7%.

## **EXHIBIT D - MCC CONSULTANTS TRAVEL EXPENSE POLICY**

### **PURPOSE**

The purpose of this policy is to establish guidelines and procedures for the reimbursement of travel expenses and entertainment expenses to Consultants ("Consultants") who provide services for Multi-Color Corporation and its affiliates and subsidiaries ("MCC"). The objective of these guidelines and procedures is to ensure that all Consultants have a clear and consistent understanding of reasonable and necessary business travel and entertainment expenditures. Consultants will be reimbursed for expenses related to authorized business travel, customer engagements, and other expenses incurred related to the transaction of company business as outlined in this policy. While this policy does not cover every situation, Consultants are expected to exercise prudent business judgment. Expenses are subject to review by MCC and if deemed unreasonable based on the guidelines set forth herein, the Consultant will be responsible for paying the expenses unless otherwise agreed in writing (email being sufficient) by MCC. This policy applies to all Consultants who are required to travel while performing services for MCC.

### **GENERAL GUIDELINES**

**Receipts:** Consultants must submit receipts for all expenses of \$25 or more. The date, name of the establishment, and amount of the expense must appear on the receipt. A credit card statement is not considered a receipt. If a Consultant does not have an original copy of the receipt, a "Lost Receipt" form must be submitted with the transaction on the expense report.

**Guests and Spouses:** Travel expenses for any personal guests or spouses will not be reimbursed by MCC.

**Timely Expenses Reporting Submission:** Timely reporting is important to the client billing process and internal cost accounting. Expenses not reported within 30 days of occurrence risk delayed or partial reimbursement.

### **AIR TRANSPORTATION**

**Lowest Fare Considerations:** Air travel should be booked at least 14 days in advance, but no more than 30 days in advance without approval. Consultants should choose the least expensive flight option by comparing their preferred flight to alternatives using the criteria below. An alternative flight includes layovers that do not increase travel time by more than 2 hours one way.

- An alternative flight departs and/or arrives at a time within 2 hours of the preferred flight time.
- An alternative airport can be chosen within 50 miles from the Consultant's work address.

If an alternative flight saves a minimum of \$200 when compared to the preferred flight and does not cause the Consultant to travel at unreasonable hours of the day or prevent the Consultant from meeting customer requested schedules, the alternative flight should be chosen. Saturday night stays often result in significant airfare savings. If the savings are in excess of the cost of meals and lodging, the Saturday stay-over is permissible, but not required.

**Class of Service:** All Consultants are expected to travel in coach or economy class. For international travel of an 8 hour or greater duration, Consultants may travel in business class with manager approval.

**Cancellations and Unused Airline Ticket:** When a trip is canceled after the ticket has been issued, the Consultant is responsible for notifying their travel agency and for pursuing any refunds owed to them by the

airlines. MCC will not reimburse for cancellations unless MCC contributed in a significant way to the cancellation event.

Other Air Expenses: Upgraded air tickets without MCC's express written approval will not be reimbursed. Fees for seat assignments and early boarding will not be reimbursed. Consultants may not downgrade an air ticket to subsidize personal travel or to subsidize another portion of travel. In other words, cost savings in one area may not be used to subsidize upgrades and/or other spending. If the carrier downgrades a traveler for any reason, the refund must be returned to MCC via the expense reporting process.

Baggage Fees and Lost Baggage: Reasonable fees for checked luggage will be reimbursed if traveling for 3 days or more. Excess weight fees are not reimbursable.

#### GROUND TRANSPORTATION

Consultants are responsible for choosing the least expensive mode of transportation. If other means of transportation are unavailable or impractical, associates may rent a car under the following guidelines:

Preferred Rental Agencies: MCC's preferred vendors should be selected for car rentals. Other agencies may be used when their rental rate is less than or equal to the preferred vendor rate or cars are not available through the preferred vendor. Consultants should select the least expensive auto class that can reasonably accommodate the travel need. If business requires the use of a larger car, an appropriate business reason must be specified with the receipts. If 2 or more Consultants choose to share a car, the renter may upgrade to a full-size car. A list of travelers must be submitted through the expense reporting process.

Mileage for Personal Vehicle Use: In accordance with IRS regulations, daily commute mileage is to be deducted from the total mileage submitted for reimbursement. When submitting mileage through the expense reporting process mileage is to be submitted for each trip individually, not in a lump sum for all trips on the expense report. Mileage should be reported using the most efficient routes. MCC will not reimburse excess mileage used in using inefficient routes or Consultant error in taking bad directions, etc.

Insurance: If using a personal automobile for business travel, Consultants are responsible for carrying adequate personal insurance coverage and ensuring the policy covers Consultant when driving on MCC business. At all times, Consultant is 100% responsible for any damages or losses that exceed Consultant's carried insurance limits, regardless of reason.

Fines: MCC is not responsible for the payment of fines and penalties incurred by the driver when using a personal automobile for business travel. MCC is not responsible for any fees incurred by Consultant for air travel or hired transportation if such fees could have been avoided but-for Consultant's acts or omissions.

Travel to/from Airport: Consultants are responsible for choosing the least expensive of taxi/ride-sharing service, public transportation, or airport parking when considering transportation to/from airports. Airport bus and hotel courtesy shuttles are usually more cost effective and should be used whenever practical and convenient.

#### LODGING / HOTELS

Single room accommodation in a preferred hotel should be selected whenever possible. Consultants may choose an alternative hotel if the total cost of accommodation is no more than \$100 of the preferred hotel booking. When a hotel reservation should be cancelled, such reservations must be timely canceled by the Consultant to avoid charges for the room when possible. If a reservation is not cancelled due to personal negligence or omission, and Consultant is billed for the room, the expense will not be reimbursed.

Overnight Delays: If a delay in air transportation requires an overnight stay, Consultant should attempt to secure complimentary lodging from the airline first. Complimentary lodging is often available when the delay is due to reasons outside traveler control.

#### MEALS

Personal Meals: Personal meal expenses incurred by Consultants when dining alone on out-of-town business trips are reimbursable. Consultants are expected to use prudent business judgment regarding personal meals. \$30 per meal or \$90 per full day of travel is recommended. The end of a business trip is defined to be when Consultant has returned to its commuting airport or hometown. Personal meal expenses more than the recommended limits will be considered on a case-by-case basis.

#### INDEPENDENT CONTRACTORS

Travel expenses for independent contractors should be submitted via a purchase order. All charges must be paid by the independent contractor and submitted through an invoice to the appropriate department for reimbursement.

**EXHIBIT E -  
KEY PERFORMANCE INDICATORS / SERVICE LEVEL AGREEMENTS**

1. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Consultant agrees to the following key performance indicators (KPI) and service levels and associated remedies and discounts detailed below.

<b>KPI Group</b>	<b>KPI Title</b>	<b>KPI Description</b>	<b>Track, Report, Score Frequency</b>	<b>Performance Target</b>	<b>Discount</b>
Customer Satisfaction	Customer Satisfaction Score (CSAT)	Overall satisfaction score on services performed by the Consultant. Consultant shall perform a Customer Satisfaction Survey for each Assigned Consulting Project with the key stakeholders at MCC after project delivery. <u>Note:</u> Consultant shall provide a copy of its Customer Satisfaction Survey form for review & approval by MCC.	Per Assigned Consulting Project	8.0 (out of 10.0 point scale)	N/A
Service Delivery	Project Key Milestones On-Time Delivery	On-time delivery of each key milestone. A project milestone should be a significant event in a project that signifies the completion of a key deliverable or objective.	Per Assigned Consulting Project	100%	<del>20%</del> of Assigned Consulting Project
	Project On-Time Completion	On-time completion of the Assigned Consulting Project.	Per Assigned Consulting Project	100%	<del>20%</del> of amount Assigned Consulting Project
Budget	Project On-Budget Completion	On-budget completion of the Assigned Consulting Project.	Per Assigned Consulting Project	100%	<del>20%</del> of amount Assigned Consulting Project
	Project Budget Variance (Actual vs Planned)	% and \$ variance of the actual vs planned project cost.	Per Assigned Consulting Project	0%   \$0	<del>20%</del> of amount Assigned Consulting Project

2. The parties acknowledge and agree that Consultant's obligation to satisfy any chronological performance milestones (Service Delivery) or on-budget performance (Budget) obligations are subject to dependencies outside Consultant's control, including, without limitation, MCC's timely provision of all records, documentation, and information that Consultant requests in connection with

the Services, MCC's compliance with any obligations or responsibilities set forth in the applicable SOW, MCC's prompt disclosure of all material information to Consultant upon request, MCC's compliance with the terms of this Agreement (including payment obligations) and the applicable SOW. Accordingly, the parties agree that no discount triggered by Consultant's failure to meet any KPI shall be applicable unless (a) MCC promptly notifies Consultant of any alleged failures, (b) the parties engage in good faith discussions concerning the alleged failures and causes thereof, and (c) the failure results in a material and substantial delay (Service Delivery) or increased costs that are attributable to dependencies directly within Consultant's control.

3. Any accrued discount will be in the form of credits toward future services or an invoice credit. In the event where MCC does not have projects planned to engage the Consultant, MCC may opt to receive the discounts in the form of a direct money transfer into an MCC bank account within sixty (60) days from the date of the notice.

**EXHIBIT F -  
REBATE**

1. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, MCC and Consultant agree to a rebate program as described herein.
2. For each calendar year (Jan. 1 – Dec. 31) of any given year of the Term, (each a “Calendar Year”), Consultant will issue to MCC a rebate based on spend on Services during the applicable Calendar Year.
3. Any earned rebate will be based on invoiced amounts and will be in the form of credits toward future services or an invoice credit following the applicable year end. In the event where MCC does not have projects planned to engage the Consultant, MCC may opt to receive the rebate in the form of a direct money transfer into an MCC bank account within sixty (60) days from the date of the notice.
4. Rebates may be earned as further detailed below:

<b>Tier #</b>	<b>Tier Range (USD)</b>	<b>Rebate %</b>	<b>Rebate USD</b>
1	≤ 1,000,000.00	10%	\$100,000.00
2	1,000,000.01 - 2,000,000.00	15%	\$150,000.00
3	2,000,000.01 - 5,000,000.00	20%	\$200,000.00
4	≥ 5,000,000.01	25%	\$250,000.00

5. Rebate calculation formula:

$$[(\$1M * Tier 1 \%) + (\$1M * Tier 2 \%) + (\$3M * Tier 3 \%) + (\$?M * Tier 4 \%)]$$

6. Example: if MCC spends \$6.5M in a Calenda Year, the rebate will be calculated as shown below:

$$[(\$1M * Tier 1 \%) + (\$1M * Tier 2 \%) + (\$3M * Tier 3 \%) + (\$1.5M * Tier 4 \%)]$$