

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

<p>In re:</p> <p>Multi-Color Corporation, et al.,</p> <p style="text-align: center;">Debtors.¹</p>	<p>Chapter 11</p> <p>Case No. 26-10910 (MBK)</p> <p>(Jointly Administered)</p>
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**SECOND SUPPLEMENTAL DECLARATION
OF CRAIG KELLER IN SUPPORT OF DEBTORS’
APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE RETENTION AND EMPLOYMENT OF PwC US TAX LLP AS
TAX SERVICES PROVIDER, TO THE DEBTORS AND DEBTORS IN POSSESSION,
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

Pursuant to Bankruptcy Rule 2014(a), I, Craig Keller, under penalty of perjury, declare as follows, to the best of my knowledge, information, and belief:

1. I am a partner of PwC US Tax LLP (“PwC US Tax”). I am authorized to make this second supplemental declaration (this “Second Supplemental Declaration”) on behalf of PwC US Tax in further support of the application of the above-captioned debtors and debtors in possession (the “Debtors”) to retain PwC US Tax as their tax services provider, filed with the Court on March 14, 2026 [Docket No. 455] (the “Application”).²

2. Unless otherwise stated, all facts set forth in this Second Supplemental Declaration are based upon my personal knowledge, upon documents or information maintained by PwC US

¹ The last four digits of Debtor Multi-Color Corporation’s tax identification number are 5853. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/MCC>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.

² Capitalized terms used in this Second Supplemental Declaration but not otherwise defined herein shall have the meanings ascribed to such terms in the Application, the Initial Declaration, or the First Supplemental Declaration (each as defined herein), as applicable.



Tax in the ordinary course of its business that have been reviewed by me and/or by other employees of PwC US Tax under my supervision and direction. To the extent any information disclosed herein requires amendment, modification, or supplementation as additional information becomes available, a supplemental declaration will be submitted to this Court.

3. My prior declarations, including my initial declaration, submitted as Exhibit B in support of the Application (the “Initial Declaration”), and the *Supplemental Declaration of Craig Keller in Support of Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of PwC US Tax LLP as Tax Services Provider, to the Debtors and Debtors in Possession, Effective as of the Petition Date, and (II) Granting Related Relief* [Docket No. 589] (the “First Supplemental Declaration”), are incorporated herein by reference.

Expanded Scope of Services

A. Background

4. On April 1, 2026, the Court entered an Order approving the Application [Docket No. 668] (the “Retention Order”). Pursuant to the terms of the Retention Order, if the Debtors request and PwC US Tax agrees to provide additional services, PwC US Tax and the Debtors may enter into additional agreements, statements of work, or amendments with respect to the Engagement Letters³ and such additional agreements, statements of work, or amendments shall be filed with the Court and served on the applicable party. Absent any objections filed within fourteen (14) days after filing and service of such supplemental declaration, PwC US Tax’s employment and retention, including as to the additional agreements, statements of work, amendments, and/or services, shall continue as authorized pursuant to the Retention Order. The

³ The term “Engagement Letters” as used herein included the Additional Engagement Letters (as defined below) and the prior approved Engagement Letters.

Debtors have requested the PwC US Tax provide additional services beyond those previously approved by the Retention Order in connection with the Application and my Initial Declaration. Such additional services are set forth in engagement letters (collectively, the “Additional Engagement Letters” attached hereto as **Exhibits A–B**):⁴ (i) the statement of work dated March 18, 2026 pursuant to the Recurring Tax Letter, as amended and covering transfer pricing services relating to Grafo Regia, S.de R.L. de C.V (“Grafo Regia”) (the “Grafo Regia Transfer Pricing SOW”) and (ii) the statement of work dated March 18, 2026 pursuant to the Recurring Tax Letter and covering transfer pricing services relating to Exportaciones IM Promocion S.A. de C.V. (“Exportaciones”) and Multi-Color Label Corporation Mexico (“Multi Color LCM”) (the “Exportaciones/Multi-Color LCM SOW”).

B. Additional Scope of Services

5. As requested by the Debtors, and consistent with the terms of the Additional Engagement Letters, PwC US Tax will provide the following tax services (collectively, the “Professional Services”):

I. Grafo Regia Transfer Pricing SOW

6. This engagement will analyze the arm’s length nature of the intercompany transactions carried out by Grafo Regia, S. de R.L. de C.V. (“Grafo Regia”), subsidiary of Multi-Color Corporation and LABL, Inc. (“LABL”) during the fiscal year ended December 31, 2025 (“FY2025” or the “Tested Year”). The principal objective of this engagement is to prepare annual transfer pricing compliance documentation for Grafo Regia based on applicable income tax standards. In particular, the analysis will be performed under the standards contained in article 76

⁴ All summaries herein are provided for convenience only and, to the extent such summaries and the terms of the Additional Engagement Letters are inconsistent, the terms of the Additional Engagement Letters shall control.

section IX and XII, 179 and 180 of the Mexican Income Tax Law, which also relies on the OECD Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations.

7. The transfer pricing documentation, hereinafter referred to as the “FY 2025 Transfer Pricing Documentation,” will document and analyze the transactions for LABL’s review and approval. The FY 2025 Transfer Pricing Documentation will be provided solely for income tax purposes. The FY 2025 Transfer Pricing Documentation that will consist of the following, for LABL’s review and approval:

- *Transfer Pricing Report* — Preparation of the Transfer pricing Local File (Articles 76, sections IX and XII, and Articles 179 and 180 of the Mexican Income Tax Law – LISR) for fiscal year 2025. It is important to note that, should any transaction fail to comply with the arm’s length principle, this proposal does not include the performance of a transfer pricing adjustment, nor the preparation or compliance with the documentation requirements set forth in Rules 3.9.1.1 through 3.9.1.4 of the Mexican Miscellaneous Tax Resolution.
- *Annex 9* — Preparation of Annex 9 of the Multiple Informative Tax Return (*Declaración Informativa Múltiple*), as it relates to cross border transactions, according to Article 76, section X, for LABL’s review and approval. Annex 9 of the DIM must include the details of intercompany transactions carried out with related parties in Mexico and abroad. Grafo Regia will be responsible for reviewing such annexes and submitting them to the Mexican Tax Administration Service (“SAT”).
- *Transfer Pricing Annexes for ISSIF* — Review and completion of the transfer pricing information required in the transfer pricing annexes of the Tax Situation Information Return (Article 32-H of the Federal Tax Code – CFF) or the Statutory Tax Audit Report (Article 32-A of the CFF).
- *Local Information Return* — Preparation of the Local Informative Tax Return in accordance with Article 76-A, section II of the Mexican Income Tax Law (LISR).
- *Master Information Tax Return Review* — Review and comment on, as applicable, the Master Informative Tax Return prepared by LABL, to ensure compliance with Article 76-A, section I of the LISR.

II. Exportaciones IMP/Multi-Color LCM Transfer Pricing SOW

8. This engagement will analyze the arm’s length nature of certain intercompany transactions carried out by Exportaciones IM Promoción S.A. de C.V. (“Exportaciones IMP”)

and Multi-Color Label Corporation Mexico S.A. de C.V. (“Multi-Color LCM”), subsidiaries of Multi-Color Corporation, during FY2025. The principal objective of this engagement is to prepare annual transfer pricing compliance documentation for Exportaciones IMP and Multi-Color LCM based on applicable income tax standards. In particular, the analysis will be performed under the standards contained in article 76 section IX and XII, 179 and 180 of the Mexican Income Tax Law, which also relies on the OECD Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations.

9. The transfer pricing documentation, hereinafter referred to as the “FY2025 Transfer Pricing Documentation,” will document and analyze the transactions for LABL’s review and approval. The FY2025 Transfer Pricing Documentation will be provided solely for income tax purposes. The FY2025 Transfer Pricing Documentation will consist of the following, for LABL’s review and approval:

- *Transfer pricing report* — Preparation of the Transfer pricing report (Articles 76, sections IX and XII, and Articles 179 and 180 of the Mexican Income Tax Law – LISR) for fiscal year 2025. It is important to note that, should any transaction fail to comply with the arm’s length principle, this proposal does not include the performance of a transfer pricing adjustment, nor the preparation or compliance with the documentation requirements set forth in Rules 3.9.1.1 through 3.9.1.4 of the Mexican Miscellaneous Tax Resolution.
- *Annex 9* — Preparation of Annex 9 of the Multiple Informative Tax Return (Declaración Informativa Múltiple) for cross-border transactions, according to Article 76, section X, for LABL’s review and approval. Annex 9 of the DIM must include the details of intercompany transactions carried out with related parties in Mexico and abroad. Exportaciones and Multi-Color LCM will be responsible for reviewing such annexes and submitting them to the SAT.
- *Transfer Pricing Annexes for ISSIF* — Review and completion of the transfer pricing information required in the transfer pricing annexes of the Tax Situation Information Return (Article 32-H of the Federal Tax Code – CFF) or the Statutory Tax Audit Report (Article 32-A of the CFF). LABL will be responsible for reviewing such annexes and submitting them to the SAT.

- *Local Information Return Preparation* — Based on the TP report, preparation of the Local Informative Tax Return in accordance with Article 76-A, section II of the Mexican Income Tax Law (LISR).
- *Master Information Tax Return Review* — Review and comment on, as applicable, the Master Informative Tax Return prepared by LABL, to ensure compliance with Article 76-A, section I of the LISR.

10. Consistent with the Retention Order, if the Debtors subsequently request PwC US Tax perform additional services not contemplated by the Engagement Letters, the Debtors and PwC US Tax shall mutually agree upon such services and fees for those services in writing, in advance. In the event the additional services require an amendment to the Engagement Letters, or entry into a new agreement, PwC US Tax understands that the Debtors will file such agreements with the Court and serve the applicable notice parties. If any parties object within fourteen (14) days of such new agreements being served, the Debtors will promptly schedule a hearing before the Court. To the extent no objections are timely filed, the new agreements will be deemed approved, and all additional services shall be subject to the provisions of the Retention Order, or such other order of the Court.

Professional Compensation

11. Pursuant to the terms and conditions of the Additional Engagement Letters and subject to the Court's approval, in consideration for the services to be rendered by PwC US Tax under the Additional Engagement Letters, the contracted services are to be provided on a fixed fee basis.

12. In consideration of the services to be provided by PwC US Tax, and as more fully set forth in the Additional Engagement Letters, subject to this Court's approval, the Debtors and PwC US Tax have agreed to amend and supplement the prior approved Fee and Expense Structures to include:

I. Grafo Regia Transfer Pricing SOW

13. The Grafo Regia Transfer Pricing SOW is a fixed fee arrangement whereby PwC US Tax agreed to be paid \$9,075, exclusive of expenses.

II. Exportaciones IMP/Multi-Color LCM Transfer Pricing SOW

14. The Exportaciones IMP/Multi-Color LCM Transfer Pricing SOW is a fixed fee arrangement, whereby PwC US Tax agreed to be paid \$17,995, exclusive of expenses as set forth below:

Exportaciones/Multi Color LCM	\$9,075
Multi-Color LCM	\$8,920
Total	\$17,995

15. PwC US Tax will continue to seek reimbursement for all reasonable out-of-pocket expenses incurred during these chapter 11 cases in accordance with the Retention Order, which include, among other things, any applicable sales, use, excise or value-added tax, and PwC US Tax's internal per-ticket charge for booking travel.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: April 1, 2026

/s/ Craig Keller

Craig Keller
PwC US Tax LLP

Exhibit A

Grafo Regia Transfer Pricing SOW



LABL, Inc.
March 18, 2026

STATEMENT OF WORK

This Statement of Work ("SOW") dated March 18, 2026 is governed by and subject to the provisions of the addendum dated January 22, 2026 to the agreement dated March 15, 2024 (the "Agreement"), the terms of which are incorporated herein, between LABL, Inc. (on behalf or itself and its subsidiaries) and the PwC US firm named therein. The term "Client" or "you" in the Agreement shall include the entity(ies) signing this SOW. For purposes of this SOW, the terms "we", "us" or "PwC" in the Agreement and this SOW means PwC US Tax LLP. Client's consolidated subsidiaries and affiliates are bound to the terms of the Agreement and this SOW to the extent Client procures services under this SOW on their behalf. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail. This SOW is not effective, and the parties understand and agree that PwC is not engaged pursuant to this SOW, unless and until Client's audit committee (if required) and the responsible audit partner of the applicable PricewaterhouseCoopers network firm have approved the Services described in this SOW.

I. PURPOSE AND SCOPE

This SOW sets forth the objectives, deliverables, timing, staffing and fees for this project/effort.

PwC is not required to perform services that are inconsistent with the scope of Services or terms and conditions set forth in this SOW. Either party may request changes to the scope of Services or terms and conditions set forth in this SOW, and to be effective, such change must be agreed in writing and signed by the parties to this SOW.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

This engagement will analyze the arm's length nature of the intercompany transactions carried out by Grafo Regia, S. de R.L. de C.V. ("Grafo Regia"), subsidiary of Multicolor Corporation and LABL, Inc. during the fiscal year ended December 31, 2025 ("FY2025") ("Tested Year"). The principal objective of this engagement is to prepare annual transfer pricing compliance documentation for Grafo Regia based on applicable income tax standards. In particular, the analysis will be performed under the standards contained in article 76 section IX and XII, 179 and 180 of the Mexican Income Tax Law, which also relies on the OECD Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations.

The transfer pricing documentation, hereinafter referred to as the "FY 2025 Transfer Pricing Documentation", will document and analyze the transactions for Client's review and approval. The FY 2025 Transfer Pricing Documentation will be provided solely for income tax purposes. The FY 2025 Transfer Pricing Documentation that will consist of the following, for Client's review and approval:

Transfer pricing report



LABL, Inc.
March 18, 2026

Preparation of the Transfer pricing Local File (Articles 76, sections IX and XII, and Articles 179 and 180 of the Mexican Income Tax Law – LISR) for fiscal year 2025.

It is important to note that, should any transaction fail to comply with the arm's length principle, this proposal does not include the performance of a transfer pricing adjustment, nor the preparation or compliance with the documentation requirements set forth in Rules 3.9.1.1 through 3.9.1.4 of the Mexican Miscellaneous Tax Resolution.

Annex 9

Preparation of Annex 9 of the Multiple Informative Tax Return (*Declaración Informativa Múltiple*), as it relates to cross border transactions, according to Article 76, section X, for Client's review and approval.

Annex 9 of the DIM must include the details of intercompany transactions carried out with related parties in Mexico and abroad. Grafo Regia will be responsible for reviewing such annexes and submitting them to the Mexican Tax Administration Service ("SAT").

Transfer pricing annexes for ISSIF

Review and completion of the transfer pricing information required in the transfer pricing annexes of the Tax Situation Information Return (Article 32-H of the Federal Tax Code – CFF) or the Statutory Tax Audit Report (Article 32-A of the CFF).

The Client will be responsible for reviewing such annexes and submitting them to the SAT.

Local Information Return

Preparation of the Local Informative Tax Return in accordance with Article 76-A, section II of the Mexican Income Tax Law (LISR).

Master Information Return

Review of and comments, as applicable, on the Master Informative Tax Return prepared by the Client, to ensure compliance with Article 76-A, section I of the LISR.

Out of Scope Services

This engagement does not cover any services performed after completion of the deliverables referenced below, including but not limited to revising the Transfer Pricing Documentation prepared pursuant to this engagement to reflect new data or information received from Client or responding to any inquiries from the Internal Revenue Service or any other tax authority relating to the Transfer Pricing Documentation.

PwC will not make any decisions regarding Client's intercompany pricing policies.

2.2 Applicable AICPA Standards:

Tax Services will be performed under the AICPA Statements on Standards for Tax Services.

2.3 Additional provisions applicable to the Services:



LABL, Inc.
March 18, 2026

In the event the Agreement is terminated, this SOW shall remain in full force and effect in accordance with its terms, including the terms and conditions of the Agreement, which are incorporated herein by reference.

2.4 Deliverables

PwC will provide Client with the FY 2025 Transfer Pricing Documentation as described above for Client's review and approval.

2.5 Client's responsibilities

Client will provide reasonable assistance and accurate and complete information, including ensuring that any data, assumptions, and forward-looking information used by PwC is appropriate. Such assistance and information will be provided within the agreed timeframe to provide PwC with sufficient time for PwC to perform the Services. PwC will perform the Services on the basis of such information provided by Client and PwC will have no responsibility or liability for such information, or for any technology selected or supplied by Client. PwC's performance depends on Client performing Client's obligations under this agreement.

If PwC does not receive Client's information timely, PwC may use mutually agreed estimates or assumptions to perform the Services, and/or increase the fees for Services to take into account the additional effort required by processing late information. PwC assumes no responsibility for the consequences that may result from any failure to timely provide PwC all relevant information, which may include late or amended filings, penalties, interest and/or other adverse tax consequences.

Client is responsible for all of its decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing Client's needs, and retaining any records Client requires and not relying on PwC for such retention. Client is responsible for reviewing and approving the Services and deliverables and the results achieved.

Client is responsible for all of its management functions and internal controls and will designate a competent member of Client's management to oversee the Services.

Client confirms that the requirements for audit committee pre-approval under the Sarbanes-Oxley Act of 2002 (if any) have been complied with relating to this engagement.

2.6 Timing

Assuming information is received on a timely basis, PwC plans to complete this project by December 31, 2026.

The timely completion of the project relies on Client's timely provision of the financial and transactional data that PwC will request from Client. It is important that Client recognize that any delay in the provision of such data will impact the completion of the project.

PwC will communicate with Client on a regular basis to update Client on the status of PwC's work and will inform Client should a delay in the timing be necessary.

III. RESOURCES ASSIGNED

Cesar Orellana, a Transfer Pricing Principal based in Miami, will lead the PwC engagement team and will coordinate the efforts of all members of PwC's team. The Principal will be assisted by



LABL, Inc.
March 18, 2026

Irasema Carrillo, Senior Manager based in Atlanta. PwC may add additional team members as needed.

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

PwC's fee for the Services will be \$9,075. All PwC Subcontractor (as defined) fees shall be considered fees and not expenses and are included in the agreed fee.

In addition to the fees set forth above, PwC will bill Client for reasonable out-of-pocket expenses (including when PwC uses a third-party booking agent, such agent's nominal per-ticket charge) and any applicable sales, use, excise, or value added tax.

PwC's fee depends on the assumption that PwC will receive the information and assistance as detailed in this agreement. If PwC believes an additional fee is required as the result of Client's failure to meet these obligations or for any other reason, PwC will inform Client promptly.

In the event of a termination, the total fees due from Client to PwC shall be based on the time spent by PwC professionals on the Services through the date of termination, billed at PwC's hourly rates, except as otherwise provided herein.

4.2 Payment Terms:

PwC will render invoices on the following schedule:

- 50 % of PwC's fee will be invoiced upon execution of this agreement
- Any outstanding amount of PwC's fee will be invoiced upon transmission of the draft deliverables

Payment of PwC's invoices is due on presentation and should be remitted to PwC within 15 days of the invoice date.

* * * * *



LABL, Inc.
March 18, 2026

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

Very truly yours,

PwC US Tax LLP

By: DocuSigned by:
Cesar Orellana
228D3CD7E89D476...

Cesar Orellana, Principal
+1 646-469-6381

Date: 3/23/2026

Grafo Regia, S. de R.L. de C.V. (Subsidiary of LABL, Inc.)

By: Firmado por:
Pedro Carlos Ramirez
FBF68D7800FC426...

Name: Pedro Ramírez

Title: Controller

Date: 3/26/2026

Exhibit B

Exportaciones IMP/Multi-Color LCM Transfer Pricing SOW



LABL, Inc.
March 18, 2026

STATEMENT OF WORK

This Statement of Work (“SOW”) dated March 18, 2026 is governed by and subject to the provisions of the addendum dated January 22, 2026 to the agreement dated March 15, 2024 (the “Agreement”), the terms of which are incorporated herein, between LABL, Inc. (on behalf or itself and its subsidiaries) and the PwC US firm named therein. The term “Client” or “you” in the Agreement shall include the entity(ies) signing this SOW. For purposes of this SOW, the terms “we”, “us” or “PwC” in the Agreement and this SOW mean PwC US Tax LLP. Client’s consolidated subsidiaries and affiliates are bound to the terms of the Agreement and this SOW to the extent Client procures services under this SOW on their behalf. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail. This SOW is not effective, and the parties understand and agree that PwC is not engaged pursuant to this SOW, unless and until Client’s audit committee (if required) and the responsible audit partner of the applicable PricewaterhouseCoopers network firm have approved the Services described in this SOW.

I. PURPOSE AND SCOPE

This SOW sets forth the objectives, deliverables, timing, staffing and fees for this project/effort.

PwC is not required to perform services that are inconsistent with the scope of Services or terms and conditions set forth in this SOW. Either party may request changes to the scope of Services or terms and conditions set forth in this SOW, and to be effective, such change must be agreed in writing and signed by the parties to this SOW.

II. PARTIES’ RESPONSIBILITIES

2.1 Services to be provided by PwC:

This engagement will analyze the arm’s length nature of certain intercompany transactions carried out by Exportaciones IM Promoción S.A. de C.V. (“Exportaciones IMP”) and Multi-Color Label Corporation Mexico S.A. de C.V. (“Multi-Color LCM”), subsidiaries of Multicolor Corporation, during the fiscal year December 31, 2025 (“FY2025”) (“Tested Year”).

The principal objective of this engagement is to prepare annual transfer pricing compliance documentation for Exportaciones IMP and Multi-Color LCM based on applicable income tax standards. In particular, the analysis will be performed under the standards contained in article 76 section IX and XII, 179 and 180 of the Mexican Income Tax Law, which also relies on the the OECD Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations.

The transfer pricing documentation, hereinafter referred to as the “FY2025 Transfer Pricing Documentation”, will document and analyze the transactions for Client’s review and approval. The FY2025 Transfer Pricing Documentation will be provided solely for income tax purposes. The FY2025 Transfer Pricing Documentation will consist of the following, for Client’s review and approval:

Transfer pricing report



LABL, Inc.
March 18, 2026

Preparation of the Transfer pricing report (Articles 76, sections IX and XII, and Articles 179 and 180 of the Mexican Income Tax Law – LISR) for fiscal years 2025.

It is important to note that, should any transaction fail to comply with the arm's length principle, this proposal does not include the performance of a transfer pricing adjustment, nor the preparation or compliance with the documentation requirements set forth in Rules 3.9.1.1 through 3.9.1.4 of the Mexican Miscellaneous Tax Resolution.

Annex 9

Preparation of Annex 9 of the Multiple Informative Tax Return (*Declaración Informativa Múltiple*) for cross-border transactions, according to Article 76, section X, for Client's review and approval.

Annex 9 of the DIM must include the details of intercompany transactions carried out with related parties in Mexico and abroad. Exportaciones IMP and Multi-Color LCM will be responsible for reviewing such annexes and submitting them to the Mexican Tax Administration Service ("SAT").

Transfer pricing annexes for ISSIF

Review and completion of the transfer pricing information required in the transfer pricing annexes of the Tax Situation Information Return (Article 32-H of the Federal Tax Code – CFF) or the Statutory Tax Audit Report (Article 32-A of the CFF).

The Client will be responsible for reviewing such annexes and submitting them to the SAT.

Local Information Return

Based on the TP report, preparation of the Local Informative Tax Return in accordance with Article 76-A, section II of the Mexican Income Tax Law (LISR).

Master Information Return

Review of and comments, as applicable, on the Master Informative Tax Return prepared by the Client, to ensure compliance with Article 76-A, section I of the LISR.

Out of Scope Services

This engagement does not cover any services performed after completion of the deliverables referenced below, including but not limited to revising the FY2025 Transfer Pricing Documentation prepared pursuant to this engagement to reflect new data or information received from Client or responding to any inquiries from the SAT or any other tax authority relating to the FY2025 Transfer Pricing Documentation.

PwC will not make any decisions regarding Client's intercompany pricing policies.

2.2 Applicable AICPA Standards:

Tax Services will be performed under the AICPA Statements on Standards for Tax Services.

2.3 Additional provisions applicable to the Services:



LABL, Inc.
March 18, 2026

In the event the Agreement is terminated, this SOW shall remain in full force and effect in accordance with its terms, including the terms and conditions of the Agreement, which are incorporated herein by reference.

2.4 Deliverables

PwC will provide Client with the FY 2025 Transfer Pricing Documentation as described above for Client's review and approval.

2.5 Client's responsibilities

Client will provide reasonable assistance and accurate and complete information, including ensuring that any data, assumptions, and forward-looking information used by PwC is appropriate. Such assistance and information will be provided within the agreed timeframe to provide PwC with sufficient time for PwC to perform the Services. PwC will perform the Services on the basis of such information provided by Client and PwC will have no responsibility or liability for such information, or for any technology selected or supplied by Client. PwC's performance depends on Client performing Client's obligations under this agreement.

If PwC does not receive Client's information timely, PwC may use mutually agreed estimates or assumptions to perform the Services, and/or increase the fees for Services to take into account the additional effort required by processing late information. PwC assumes no responsibility for the consequences that may result from any failure to timely provide PwC all relevant information, which may include late or amended filings, penalties, interest and/or other adverse tax consequences.

Client is responsible for all of its decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing Client's needs, and retaining any records Client requires and not relying on PwC for such retention. Client is responsible for reviewing and approving the Services and deliverables and the results achieved.

Client is responsible for all of its management functions and internal controls and will designate a competent member of Client's management to oversee the Services.

Client confirms that the requirements for audit committee pre-approval under the Sarbanes-Oxley Act of 2002 (if any) have been complied with relating to this engagement.

2.6 Timing

Assuming information is received on a timely basis, PwC plans to complete this project by December 31, 2026.

The timely completion of the project relies on Client's timely provision of the financial and transactional data that PwC will request from Client. It is important that Client recognize that any delay in the provision of such data will impact the completion of the project.

PwC will communicate with Client on a regular basis to update Client on the status of PwC's work and will inform Client should a delay in the timing be necessary.

III. RESOURCES ASSIGNED

Cesar Orellana, a Transfer Pricing Principal based in Miami, will lead the PwC engagement team and will coordinate the efforts of all members of PwC's team. The Principal will be assisted by Irasema Carrillo, Senior Manager based in Atlanta. PwC may add additional team members as needed



LABL, Inc.
March 18, 2026

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

PwC's fee for the Services will be \$17,995, according to the table below. All PwC Subcontractor (as defined) fees shall be considered fees and not expenses and are included in the agreed fee.

<u>Exportaciones IMP</u>	\$9,075
<u>Multi-Color LCM</u>	\$8,920
Total	\$17,995

In addition to the fees set forth above, PwC will bill Client for reasonable out-of-pocket expenses (including when PwC uses a third-party booking agent, such agent's nominal per-ticket charge) and any applicable sales, use, excise, or value added tax.

PwC's fee depends on the assumption that PwC will receive the information and assistance as detailed in this agreement. If PwC believes an additional fee is required as the result of Client's failure to meet these obligations or for any other reason, PwC will inform Client promptly.

In the event of a termination, the total fees due from Client to PwC shall be based on the time spent by PwC professionals on the Services through the date of termination, billed at PwC's hourly rates, except as otherwise provided herein.

4.2 Payment Terms:

PwC will render invoices on the following schedule:

- 50 % of PwC's fee will be invoiced upon execution of this agreement
- Any outstanding amount of PwC's fee will be invoiced upon transmission of the draft deliverables

Payment of PwC's invoices is due on presentation and should be remitted to PwC within 15 days of the invoice date.

* * * * *



LABL, Inc.
March 18, 2026

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

Very truly yours,

PwC US Tax LLP

By: DocuSigned by:
Cesar Orellana
228D3CD7E89D476...

Cesar Orellana, Principal
+1 646-469-6381

Date: 3/23/2026

**Exportaciones IM Promoción S.A. de C.V. and Multi-Color Label Corporation
Mexico S.A. de C.V. (Subsidiaries of LABL, Inc.)**

By: Firmado por:
Juan Bosco Lopez De La Mora
3A30D702232240E...

Name: Juan Bosco López de la Mora

Title: Controller

Date: 3/23/2026