

NON-DISCLOSURE TERMS AND CONDITIONS

1. The parties to this Non-Disclosure Terms and Conditions (“**Agreement**”) are Coca-Cola Beverages Florida, LLC (“**Coke Florida**”) and the party submitting a response to Coke Florida’s Request for Information (“**RFI**”) or otherwise participating in the RFI process or receiving Information (as defined below) as a result of Coke Florida’s RFI (the “**Recipient**”), each individually referred to as a “**Party**” or collectively as the “**Parties.**” By participating in Coke Florida’s RFI process, Recipient agrees to be bound by the terms and conditions in this Agreement.

2. Coke Florida anticipates that it will disclose, or has disclosed, to Recipient, and that Recipient will observe or come in contact with, or has observed or come into contact with, information, documents and tangible items in the possession of Coke Florida (“**Information**”). The purpose of these disclosures is for Coke Florida to issue an RFI and for Recipient to participate in Coke Florida’s RFI process, which may include Recipient providing a response to Coke Florida’s RFI (“**Purpose**”). Effective from the date of first disclosure of Information between the Parties, the Parties agree to the terms and conditions of this Agreement (“**Effective Date**”).

3. Only the following Information will be considered “**Confidential Information**”: (a) tangible Information that Coke Florida marks as confidential; (b) intangible Information that Coke Florida confirms in writing as being confidential within thirty (30) days of such oral disclosure; (c) tangible and intangible Information that is not marked or confirmed as being confidential, but that under the circumstances a reasonable person would believe to be confidential; and (d) the fact that the Parties are assisting each other for the Purpose.

4. Recipient will:

- a. restrict the disclosure of Confidential Information only to its employees, if any, who have a need to know the Confidential Information to achieve the Purpose;
- b. not disclose the Confidential Information to any third party; provided, however, that Recipient may disclose Confidential Information to its directors, shareholders, affiliates and attorneys, if any, who:
 - i. need to know the Confidential Information to assist Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under this Agreement;
 - ii. are informed by Recipient of the confidential nature of the Confidential Information; and
 - iii. are subject to confidentiality duties or obligations to Recipient that are no less restrictive than the terms and conditions of this Agreement; andfurther provided that Recipient will be responsible for any disclosure or use of Confidential Information by them in a manner inconsistent with the terms.
- c. only use the Confidential Information for the Purpose; and
- d. return all tangible Information (including any copies thereof), and erase all electronic or other intangible forms of the Information, within thirty (30) days of the receipt of a written request from Coke Florida to do so; provided, however, that Recipient may retain one (1) archival copy as a record of its obligations hereunder.

5. The obligations herein will not apply to Confidential Information that: (a) is, or subsequently becomes, available to the public through no breach of Recipient’s obligations hereunder; (b) Recipient can show was previously known to it as a matter of record at the time of receipt; (c) is subsequently and lawfully obtained from a third party who has obtained the Confidential Information through no breach of Recipient’s obligations hereunder; (d) is subsequently developed by Recipient independently of any disclosure from Coke Florida hereunder; or (e) is disclosed to a third party by Coke Florida without a corresponding obligation of confidence.

6. Additionally, Recipient will not be in breach of its obligations herein if it discloses Confidential Information as required by a government agency or by operation of law; provided, however, that Recipient: (a) notifies Coke Florida’s legal counsel sufficiently prior to disclosure to

enable Coke Florida to seek to oppose or restrict the disclosure; (b) cooperates with any attempt by Coke Florida to oppose or restrict the disclosure; (c) reasonably assists Coke Florida, at Coke Florida’s cost, to obtain a protective order if requested by Coke Florida; and (d) only discloses such Confidential Information that is required to be disclosed.

7. Recipient agrees not to publish or use any advertising, sales promotion, mailing or publicity matter that mentions, or implies, the names of Coke Florida or its parents, subsidiaries or affiliates without the prior written consent of Coke Florida.

8. This Agreement is not a grant of any right or license under any intellectual property rights (*i.e.*, patents, trademarks, copyrights and trade secrets) of either Party.

9. Neither Party will be obligated to: (a) pay, or otherwise provide a benefit to, the other Party; (b) take, or refrain from taking, any action, except as expressly set forth herein; or (c) disclose any Information.

10. Coke Florida represents that it has the lawful right to disclose any Information that it discloses to Recipient. Coke Florida makes no further representations of any kind with respect to any Information that it discloses and any such Information is provided “as is.”

11. Both Parties understand that any Information may be subject to export control laws and regulations of the United States of America. Neither Party hereto will knowingly export, directly or indirectly, any United States of America source Information to any country for which the United States of America requires an export license without first obtaining such a license.

12. Pursuant to the Defend Trade Secrets Act of 2016, Recipient understands that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is: (a) made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order. Recipient agrees to supply each of its consultants, employees and contractors who may perform services for Coke Florida a copy of this notice in this Section 12.

13. The person signing on behalf of each Party represents that he or she is authorized to execute this Agreement on behalf of such Party and has the authority to bind such Party to the terms and conditions of this Agreement.

14. This Agreement will be interpreted solely under the laws of the State of Florida, without giving effect to its conflicts or choice of law principles.

15. This Agreement represents the entire agreement of the Parties, and supersedes all prior communications, agreements and understandings between the Parties, relating to the subject matter hereof. This Agreement may not be modified, amended or waived, except by a written agreement signed by the representatives of the Parties signing below.

16. This Agreement may be executed through electronic means and in any number of counterparts (including, without limitation, execution via facsimile transmission of signatures in the spaces indicated below, wherein scanning or facsimile transmitting into electronic format and emailing are deemed to be the same as facsimile transmission of signatures), each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

17. With respect to each disclosure of Confidential Information, the obligations in Sections 3 through 6 will be in full force and effect for a period of five (5) years after the date of such disclosure (surviving the termination or expiration of this Agreement during this five (5) year period if necessary); provided, however, that with respect to any Confidential Information that at the end of such five (5) year period is maintained by either Party as a trade secret, such period of time shall

continue until such time as the Confidential Information is no longer protected as a trade secret. Sections 7 through 16 will survive the termination or expiration of this Agreement indefinitely.

18. COVID-19 Waiver and Indemnity. Recipient agrees that it is solely responsible for the safety and actions of its and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "**Recipient Personnel**") while on Coke Florida property, when working with Coke Florida equipment, or when working or interacting with Coke Florida's and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "**Coke Florida Personnel**"). Recipient agrees to, and agrees to cause Recipient Personnel to, comply with all Coke Florida policies, guidelines, signage, instructions and rules when working on Coke Florida property, with Coke Florida equipment, and with Coke Florida Personnel, including those pertaining to COVID-19 or other illness. Because the Coke Florida property and equipment are accessible for use by multiple individuals, including Coke Florida Personnel, Recipient recognizes that Recipient Personnel are at risk of being exposed to and/or contracting an illness, including COVID-19, when working on Coke Florida property, with Coke Florida equipment, and with Coke Florida Personnel.

With full awareness, understanding and appreciation of the risks involved, Recipient, for itself and on behalf of Recipient Personnel, releases and discharges Coke Florida and its affiliates and Coke Florida Personnel (collectively, the "**Released Parties**") from, and covenants not to sue the Released Parties as a result of, all liability or responsibility whatsoever for any illness, injury, death, or any other type of damages, however caused, directly or indirectly, that may occur as a result of or relating to Recipient's or Recipient Personnel's access or exposure to Coke Florida property, equipment and/or Coke Florida Personnel, or otherwise in any way related to COVID-19, and including any damages resulting from COVID-19 or other illness arising or resulting from the alleged negligence of any third party or the Released Parties. Recipient further agrees, at its sole cost and expense, to defend, indemnify and hold

harmless the Released Parties from and against all claims, allegations and lawsuits, including those made by Recipient Personnel, alleging illness, injury, death, or any other type of harm, loss, or damage, however caused, directly or indirectly, to have occurred as a result of or relating to Recipient's or Recipient Personnel's access or exposure to Coke Florida property, equipment and/or Coke Florida Personnel, or otherwise in any way related to COVID-19, and all resulting damages, losses, liabilities, settlements, judgments, costs and expenses of any kind, including, but not limited to, reasonable attorneys' fees and disbursements.

This Section 18 will survive termination or expiration of this Agreement. 19. The Parties agree that unless another written agreement is signed by both Parties, the Parties have no obligation to enter into any transaction with each other. If the parties do enter into a written, fully-signed agreement for the Purpose, the confidentiality and nondisclosure provisions of such agreement shall govern to the extent of any conflict with this Agreement. The Parties agree that any breach of the obligations contained in this Agreement by Recipient will cause Coke Florida immediate and irreparable harm and that remedies at law for any such breach may be inadequate. Accordingly, Coke Florida shall be entitled to seek to obtain injunctive relief for any breach of this Agreement. Additionally, if, as a result of a breach hereunder by Recipient, Coke Florida seeks to enforce or declare its rights and/or remedies hereunder, Coke Florida shall be entitled to recover from Recipient (in addition to its damages and any other award or relief obtained) all of Coke Florida's reasonable attorneys' fees and costs, incurred before and at trial, at all tribunal levels, and whether or not suit is instituted. Nothing contained herein shall be construed as limiting Coke Florida's right to any other remedies at law, including the recovery of damages for breach of this Agreement.

20. This Agreement will be effective as of the Effective Date and will continue for one (1) year. Either party may terminate this Agreement without cause at any time by providing thirty (30) days' written notice of its cancellation to the other Party.