

## STATEMENT OF WORK

**Client Name (“Client”):** \_\_\_\_\_

**“Farmer’s Fridge”:** Romaine Empire, Inc., d/b/a Farmer’s Fridge

**“Effective Date”:** \_\_\_\_\_

This Statement of Work (“**SOW**”) captures the economic terms under which Farmer’s Fridge is prepared to place and operate self-service prepared food fridges (each a “**Fridge**”) at each of the locations listed below (each a “**Location**”). Client affirms it has the right to permit Farmer’s Fridge to operate the Fridges at the Locations listed below. This SOW incorporates by reference the attached terms and conditions (the “**Placement Terms**”) for the placement and operation of Fridges attached hereto. This SOW, together with the Placement Terms, is the “**Agreement.**” Farmer’s Fridge and Client are each a “**Party**” and are collectively referred to hereinafter as the “**Parties.**”

<b>ACCOUNT DETAILS</b>	
<b>Client Contact Details</b>	Robin Grooms, rgrooms@lakecountyil.gov
	<b>Install Location</b>
<b>Fridge Details</b>	<b>Fridge 1</b> 500 W Winchester Rd, Libertyville, IL 60048
	<b>Fridge 2</b> 18 N County St, Waukegan, IL 60085
	<b>Fridge 3</b>
	<b>Fridge 4</b>
	<b>Fridge 5</b>
<b>PAYMENT OBLIGATIONS</b>	
<b>Payment Obligations</b>	If the “ <b>Combined Net Sales</b> ” (which for purposes of this SOW is defined as gross sales excluding sales tax and discounts) for obth installed Fridges does not exceed \$8,000 per month during the Term (as defined in the Placement Terms), Client shall pay to Farmer’s Fridge an amount equal to the difference between \$8,000 and the actual amount of Combined Net Sales such month (the “ <b>Support Payment</b> ”) (with the initial calculation prorated from the service start date through the end of the month the service start date occurs). Client shall not be entitled to any commissions or payments from Farmer’s Fridge.
<b>Payment Terms</b>	Any payment owed by Client to Farmer’s Fridge shall be due and payable upon 30 days net of invoice.
<b>Payment Details</b>	All payments to Farmer’s Fridge shall be made as follows:  <b>ACH Payment</b> Bank Name: JPMorgan Chase Bank, N.A Routing Number: 071000013 Account Number: 302878852 Reference: Lake County – Libertyville and Waukegan

IN WITNESS WHEREOF, Farmer's Fridge and Client have caused this SOW to be executed by their respective duly authorized representatives.

[CLIENT]

ROMAINE EMPIRE, INC., d/b/a  
Farmer's Fridge

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

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

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

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

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

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

## Placement Terms and Conditions

These Placement Terms set forth the Parties' rights and obligations regarding the placement of a Fridge at each Client Location(s) by Farmer's Fridge. Client agrees to these Placement Terms by signing an SOW or by accepting installation of a Fridge. Capitalized terms shall have the definition given in the SOW unless otherwise defined in these Placement Terms.

### 1. SERVICES

A. Access and Operation. Farmer's Fridge has the right to deliver, install, operate, repair, and remove each Fridge at the site designated by Client within each Location as set forth in the applicable SOW.

B. Marketing. Farmer's Fridge shall have the right to conduct mutually agreed upon marketing related activities at the Location.

C. Customer Service. Farmer's Fridge shall handle all customer calls and related customer service issues for the Fridges.

D. Change of Locations. The Location(s) set forth on any SOW may be revised or amended from time to time by Farmer's Fridge based on Fridge performance, provided that any changes of Locations must be mutually agreed upon in writing by the parties. Client may request a change of Location, provided however, that each relocation request shall be subject to a ten (10) business day notice requirement.

E. Stocking Frequency. Farmer's Fridge will stock each Fridge subject to this Agreement based on demand. Farmer's Fridge's smart Fridges manage inventory via their proprietary algorithm which maintains adequate stocking levels and limits waste at each unit.

### 2. TERM AND TERMINATION

This Agreement shall begin on the Effective Date specified in the SOW and continue for one (1) year (the "**Term**"). These Placement Terms (in whole or with respect to any Fridge operated hereunder) may be terminated by Client, for any reason, upon thirty (30) days' prior written notice, but only after six (6) months of the Effective Date. These Placement Terms (in whole or with respect to any Fridge operated hereunder) may be terminated by Farmer's Fridge, for any reason, upon thirty (30) days' prior written notice. Absent such termination, the Term will automatically renew for successive one (1) year periods for each installed Fridge.

### 3. LIMITATION OF LIABILITY

In no event will either Party be liable for any damages exceeding \$50,000, including indirect, incidental, consequential, or special damages (such as lost profits) arising in connection with this Agreement, however caused and regardless of the basis for liability (e.g., at law or in equity) and whether or not a Party has been advised of the possibility of such damages.

### 4. MISCELLANEOUS

A. Representations and Warranties. Each Party represents and warrants to the other that (i) such Party has the authority to enter into this Agreement, to grant the rights described herein (e.g., access to the Location), and to perform its obligations hereunder, (ii) the person executing the SOW is duly authorized to execute on behalf of such Party, and (iii) such Party shall comply with all applicable laws, codes, rules, regulations, and other governmental and municipal requirements in connection with this Agreement.

B. Ownership. Farmer's Fridge retains all right, title, interest, and ownership in and to the Fridges and all of its related equipment and none of the foregoing shall become a fixture of any Location. Client shall not: (i) represent to any third party that Client has any ownership interest in the Fridges or related equipment, nor (ii) sell, assign, delegate, or otherwise transfer or encumber the Fridges or any of the related equipment.

C. Data. Farmer's Fridge's online Privacy Policy, which can be found at <https://www.farmersfridge.com/privacy/>, is incorporated herein by reference. Farmer's Fridge acknowledges that the Privacy Policy is intended to apply only to transactions and interactions with visitors or customers.

D. Intellectual Property. Other than as outline in Section E below, this Agreement does not grant any license or ownership right to either Party in the other Party's intellectual property rights. Any use of the Farmer's Fridge's intellectual property, including trademarks, logos or other similar indicia (collectively, "**Marks**") will be done in accordance with any trademark usage guidelines or other instructions provided in writing and in advance by Farmer's Fridge from time to time.

E. Use of Name and Logo. Farmer's Fridge may use Client's name and logo to identify Client as a customer of Farmer's Fridge and/or in marketing materials. Farmer's Fridge's use of the name and logo does not create any ownership right therein and all rights not granted to Farmer's Fridge are reserved by Client.

F. Non-exclusivity. Farmer's Fridge has granted no exclusive rights to Client, and Farmer's Fridge is free to enter into the same or similar agreements with other clients.

G. Insurance. Farmer's Fridge will maintain the following insurance: (a) commercial general liability including premises operations, independent contractors completed operations, broad form property damage, personal injury and blanket contractual liability with a minimum combined single limit for bodily injury and property damage per occurrence of \$2,000,000, which can be achieved through a combination of primary and excess liability (umbrella) policies; (b) business automobile policy including owned, hired, and non-owned automobiles, with limits of liability for bodily injury and property damage per occurrence and per annual aggregate of not less than Farmer's Fridge's liability insurance requirements; (c) statutory worker's or workmen's compensation including occupational disease with an employer's liability limit of at least \$1,000,000; and (d) property insurance on Farmer's Fridge's property. Upon Client's written request, Farmer's Fridge shall furnish Client a Certificate of Insurance evidencing the above coverage, shall have Client named as certificate holder, and shall name any additional insureds under the above insurance policies.

H. Force Majeure. Neither Party will be liable for or be considered to be in breach of or default under these Placement Terms on account of any delay or failure to perform as required by these Placement Terms (other than an obligation for the payment of money) as a result of any cause or condition beyond such Party's reasonable control.

I. Relationship of Parties. Farmer's Fridge is an independent contractor, and nothing herein shall create an agency, partnership, joint venture, or any other form of legal association between the Parties. Neither Party may represent itself as an agent, partner, or joint venture of the other or otherwise incur any expense or other obligation on behalf of the other Party. Further, nothing herein shall create an agency, partnership, joint venture, or any other form of legal association between Client and any of Farmer's Fridge's third party providers, including wireless service providers or their affiliates or contractors. Client hereby waives any and all claims or demands therefor.

J. Assignment. Neither Party may assign or otherwise transfer this Agreement to any third party without the prior written consent of the other Party, provided however, that either Party may assign any of its rights under these Placement Terms without the prior written consent of the other Party to any entity that controls or is under common control with such Party. Either Party may further assign this Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. this Agreement is binding upon and will inure to the benefit of the Parties' respective permitted successors and assigns.

K. Notice. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if delivered personally, (ii) when sent by electronic mail twenty-four hours after email is sent, unless the notifying Party is notified that the email address is invalid, or (iii) when sent by overnight courier service or when mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses (or at such other address for a Party as shall be specified by like notice). If to Farmer's Fridge: legal@farmersfridge.com or 2000 W. Fulton Street, Suite F-310, Chicago, IL 60612, Attn: Legal Department. If to Client: At the address or email set forth in an applicable SOW.

L. Integration; Amendment. This Agreement constitutes the complete and final agreement of the Parties and supersedes all prior agreements, understandings, negotiations, and discussions. This Agreement may be modified only by a written amendment signed by both Parties.

M. No Waiver. No waiver by either Party shall be effective unless in writing. Any waiver by either Party of any default, delinquency, or other breach by the other Party shall not be deemed to be a waiver of any other or subsequent default, delinquency, or breach. Further, no delay on the part of any Party to exercise any right that it has or may have under this Agreement will operate as a waiver of any such right.

N. Governing Law; Venue. This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois..

