

Vdriven, LLC  
132 Cadmus St  
Encinitas, CA 92024  
833-86-DRIVE (37483)  
info@vdriven.com

Effective Date: 11/11/2024

Client (name of legal entity):  
DBA (Doing Business As):  
Client mailing address:

Client phone number:  
Client fax number: N/A  
Client email address:  
Client entity type:  
State of registration:

Dear Client,

We are very pleased to work with you. This letter agreement (the “Agreement”) describes and confirms Vdriven’s engagement to support your business. Because the nature of your needs is or may be evolving, this Agreement provides a framework under which you may engage Vdriven to perform specific services, subject to mutual agreement in writing on the scope and fees of any such services. The initial scope of work and fees are set out in **Appendix A: SBM Scope** and **Appendix B: Commissions**.

Please review this Agreement and contact us with any questions or concerns. After you’ve had a chance to adequately review, please confirm your agreement to and acceptance of the terms hereof by signing and dating this signature page and returning a copy via email. We look forward to working together!

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Vdriven, LLC  
Signature: \_\_\_\_\_  
Name: Luke Abbott  
Title: CEO  
Date:

### ***Scope***

This Agreement is entered into by and between Vdriven, LLC, a California limited liability company ("Vdriven" or the "Consultant"), and the Client company written on the cover page hereof (also referred to as "you"), individually a "Party", or collectively the "Parties". Vdriven may provide a variety of services to support your business, including but not limited to management consulting, sales support, executive coaching, and business process outsourcing services (the "Services"). Each Appendix attached to this Agreement, as well as any Appendix(ces) that the Parties may execute in the future, if any, forms an integral part of this Agreement and is incorporated into this Agreement.

### ***Fees***

The rates for Vdriven's services are set out in the attached Appendix(ces) (the "Fees"). Vdriven will invoice you for the actual (i.e., without markup) out-of-pocket expenses incurred on your behalf, such as travel, lodging, or software licensing (the "Expenses"). At your request, Vdriven will provide copies of Expense receipts. Vdriven will obtain your pre-approval (via email is fine) prior to incurring Expenses in excess of \$200 in the aggregate per month.

### ***Billing***

From time to time Vdriven will invoice you for Fees and Expenses incurred to date, payable by check or electronic deposit to Vdriven, LLC within 15 days of invoice. Amounts past due may accrue collection costs and interest of 1% per month, not to exceed the amount permitted by law. In the event that your account is past due, Vdriven reserves the right to stop performing Services until all outstanding invoices are paid in full; and such cessation of Services shall not stop the accrual of ongoing Fees under Appendix(ces).

### ***Taxes***

Vdriven is responsible for the payment of all income and social security taxes incurred as a result of its performance of Services under this Agreement. The Client has no obligation to pay or withhold for those taxes. This Agreement creates only an independent contractor relationship. No joint venture, partnership, agency, employer-employee, fiduciary, or similar relationship between Vdriven and the Client or its stockholders, employees or creditors will exist by virtue of this Agreement. Neither Party may assume or create obligations on the other's behalf nor take any action that creates the appearance of such authority. Vdriven has no claim against the Client under this Agreement for employee benefits, such as vacation pay, holidays, sick leave, retirement benefits, or social security.

### ***Term***

The term of this Agreement (the "Term") starts on the Effective Date above and will continue unless either Party terminates in accordance with this Agreement. Beginning 90 days after the Effective Date, either Party may terminate upon 30 days written notice provided however that each Appendix to this Agreement may specify its own effective date and termination provisions that may differ from and supersede the foregoing term. If an Appendix is terminated in accordance with its terms, the remaining provisions of this Agreement and any other appendices and amendments hereto will remain valid and in effect until terminated in accordance with the provisions hereof and thereof. No termination will release your obligation to pay Fees and Expenses incurred prior to termination or any other amounts owed under this Agreement.

### ***No guarantees***

Vdriven will perform the mutually agreed-upon Services diligently and in good faith. You understand that Vdriven cannot and does not guarantee any particular outcome for your business, its sales performance, or its finances. Fees and Expenses are not contingent upon the outcome of any Services nor upon any other matter. CONSULTANT MAKES NO WARRANTIES EXCEPT AS STATED IN THIS AGREEMENT. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

### ***Trademarks***

Vdriven may use, reproduce, and distribute the Client's service marks, trademarks, and trade names, if any, (collectively, the "Client Marks") but only in connection with the performance of the Services. Any goodwill received from this use will accrue to the Client, which will remain the sole owner of the Client Marks. After termination of this Agreement, Vdriven will have no further right to use the Client Marks unless the Client provides written approval for such use, excepting only that Vdriven may include Client's logo in a list of Vdriven clients. Client may request at any time not to be included in such list.

### ***Confidentiality***

Either Party may disclose certain of its Confidential Information (in such capacity, a "Disclosing Party") to the other Party (in such capacity, a "Receiving Party"). Receiving Party agrees to keep the Confidential Information confidential and not to disclose it to any third party, nor make any use of it for any purpose other than carrying out the intents and purposes of this Agreement. Receiving Party may share Confidential Information with its present and future affiliates, directors, officers, employees, contractors, members, managers, agents, or representatives, including without limitation attorneys, accountants, consultants and financial advisors, collectively its "Representatives", provided that such Representative(s) need to know such information in connection with the performance of the Services or this Agreement, are informed of the confidential nature of the Confidential Information, and agree to comply with confidentiality restrictions at least as protective as those set forth herein.

Confidential Information means information disclosed by one Party in any form, including orally or by observation that is (a) proprietary or competitively sensitive; or (b) labeled as proprietary or confidential or any information that, given the circumstances surrounding its disclosure, ought to be treated as confidential. This Agreement does not restrict either Party's ability to disclose the existence and nature of this engagement.

### ***Exceptions to confidentiality***

The above confidentiality obligations do not apply to that part of the Confidential Information, if any, that: a) is disclosed by Receiving Party to other third parties with Disclosing Party's approval; b) is demonstrably known to Receiving Party prior to the time of disclosure by Disclosing Party; c) is or becomes publicly or generally available through no fault of Receiving Party; d) is or becomes available to Receiving Party on a non-confidential basis but only if the source of such information is not to Receiving Party's knowledge bound by a confidentiality agreement with the Disclosing Party or is not otherwise prohibited from transmitting the information to Receiving Party by a contractual, legal, fiduciary, or other obligation of which Receiving Party is aware; e)

is developed by the Receiving Party wholly independently, as a result of its own efforts, and without knowledge or benefit of the Confidential Information; or f) is required to be disclosed by reason of applicable law, governmental regulation, by an authority with competent jurisdiction, whether by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes, provided that Receiving Party will notify the Disclosing Party of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure must be made and will give Disclosing Party reasonable opportunity to challenge the requirement to disclose or seek an appropriate protective order or other appropriate remedy. If so requested by the Disclosing Party, and at Disclosing Party's expense, Receiving Party will provide reasonable assistance to the Disclosing Party in obtaining any such protective order. If a protective order or other remedy is not obtained or the Disclosing Party grants consent under this Agreement, Receiving Party may furnish that portion of the Confidential Information that Receiving Party is legally compelled or otherwise required to disclose.

Receiving Party will maintain the confidentiality and security of Confidential Information until the earlier of a disclosure under one of the exceptions above or the third anniversary of the termination of this Agreement. To the extent Confidential Information constitutes a trade secret under law, the Receiving Party shall protect that trade secret for as long as the information qualifies as such.

Upon payment in full of Fees and Expenses, you will own all deliverables then produced to date as part of the Services, except that Vdriven will retain ownership of concepts, analyses, know-how, frameworks, models, tools, and industry perspectives Vdriven uses or develops in connection with the Services (the "Tools"), provided, however, that none of the Tools will contain Client's Confidential Information.

### ***Cybersecurity risk***

Vdriven, along with Vdriven's Representatives, relies on third-party providers, software, hardware, and cloud-based services. Even the largest, most sophisticated institutions (including the US government, large banks, and large retailers) suffer electronic breaches. There is always the risk of a breach or loss, electronic or otherwise, of information.

### ***Liability and Indemnification***

You acknowledge that decision rights and the responsibility for any consequences, losses, or damages arising out of or relating to any Services rest exclusively with the Client and not the Consultant except as otherwise expressly provided in this and the next two paragraphs. In the course of providing the Services, Vdriven will rely upon and assume the accuracy and completeness of financial, accounting, tax and other information you provide, discuss, or share with Vdriven, and Vdriven does not assume responsibility for independently verifying the accuracy or completeness of such information. Vdriven does not provide and is not licensed to provide securities, legal, accounting, tax, food safety, or health advice, nor any other advice requiring professional licensing or registration.

The Client hereby indemnifies and agrees to hold harmless and defend (by counsel reasonably satisfactory to Vdriven) the Consultant and Vdriven's Representatives (the Consultant and

Vdriven's Representatives are collectively the "Indemnified Parties") from and against any losses, claims or threat thereof, damages or liabilities (including without limitation reasonable attorney's fees) relating to, arising out of or as a result of the Services or any other action, performance, or omission under or relating to this Agreement (each, a "Covered Liability"), excepting only liabilities, if any, found by an arbitrator or by a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily and directly from the Indemnified Party's(ies') fraud, gross negligence or willful misconduct (each, a "Carve-Out Liability"). If for any reason the above indemnification is held to be unavailable or insufficient to fully indemnify, defend and hold the Indemnified Party(ies) harmless, the Client shall contribute to the additional amount paid or payable by the Indemnified Party(ies) as a result of such Covered Liability in proportion to the relative economic interests and faults of (i) the Indemnified Party(ies) and (ii) the Client. In addition, if the Consultant becomes involved (whether as a party or not) in any action, proceeding or investigation brought by or against any person in connection with or as a result of this Agreement, the Client will periodically reimburse each Indemnified Party for any hours spent or legal or other expenses reasonably incurred in connection therewith, provided that the Client is entitled to recover from the Consultant that portion, if any, of such reimbursement costs that have been held to arise out of a Carve-Out Liability. For the avoidance of doubt, Client's obligations under this paragraph will survive the termination or completion of this Agreement.

IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO CLIENT OR TO ANY OTHER PERSON(S) FOR ANY LOSS OF USE, REVENUE, PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE INDEMNIFIED PARTIES HAVE LIABILITY OF ANY KIND WHATSOEVER TO THE CLIENT OR TO ANY OTHER PERSON(S) ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, EXCEPT WITH RESPECT TO CARVE-OUT LIABILITIES, FOR WHICH THE INDEMNIFIED PARTIES' AGGREGATE LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE), OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) THE FEES ACTUALLY RECEIVED BY THE CONSULTANT PURSUANT TO THIS AGREEMENT IN CONNECTION WITH THE PROJECT GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO SUCH LIABILITY OR (B) THE AMOUNT, IF ANY, OF INSURANCE PROCEEDS RECOVERED BY THE CLIENT AND SUCH PERSONS FROM THE CONSULTANT'S PROFESSIONAL LIABILITY INSURANCE POLICY (THE LIMITS OF WHICH ARE \$1 MILLION PER OCCURRENCE AND \$1 MILLION IN AGGREGATE).

### ***Representations***

Each Party represents and warrants to the other Party that: the persons executing this Agreement on its behalf are authorized to do so; such Party has all requisite power and authority to enter into and perform its obligations under this Agreement and has taken those actions necessary to

authorize the execution, delivery and performance of this Agreement; and this Agreement is valid, binding and enforceable and will not violate or conflict with any other agreement or obligation to which such Party is a party or by which it is bound. Each Party shall use reasonable efforts to take, or cause to be taken, those actions reasonably necessary or desirable to evidence or carry out the intent and purposes of this Agreement.

### ***Insurance***

Client warrants that it has and will at all times during the Term and Tail maintain general liability insurance a) with coverage at least as protective as is customary for independent food brands, b) with product liability coverage, c) with limits of at least \$1 million per occurrence and \$2 million in the aggregate, and d) naming Vdriven, LLC as an additional insured on such policy. Client will provide Vdriven within thirty (30) days of the Effective Date a certificate of insurance evidencing the foregoing and will provide Vdriven at all times with an up-to-date certificate. Client or its insurer will provide written notice at least sixty (60) days before any modification, lapse, cancellation or expiration of any previously bound coverage.

### ***Nonsolicitation***

During the term of this Agreement and for a period of one year after the effective date of termination of this Agreement, the Client shall not, without the prior written consent of Vdriven, solicit or attempt to solicit or recruit any person who is then employed by Vdriven to leave employment with Vdriven. Nothing in the foregoing shall be construed to prohibit or impede any Vdriven employee from responding to, and being hired pursuant to, a publicly-advertised job posting by Client.

### ***Force Majeure***

The Consultant shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Consultant including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national or regional emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

### ***Miscellaneous***

Notices under this Agreement must be in writing and sent with delivery confirmation to the addresses at the top of this Agreement. Email or facsimile may be used instead, provided the recipient acknowledges receipt by electronic reply. Except as expressly set out in the Fees paragraph, modifications or waivers to this Agreement will be effective only if in writing and signed by the Parties. Words in the singular include the plural and vice versa, context permitting. In the absence of a clear intention to the contrary, "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term. This Agreement is the Parties' entire and sole agreement relating to its subject matter. All terms and conditions contained in any prior communications between the Parties, whether written or

oral, relating to the subject matter herein are superseded by this Agreement. This Agreement may not be assigned in whole or in part by Client without Vdriven's prior written consent. The provisions of this Agreement will be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is governed by the laws of the State of California, excluding that state's choice-of-law principles. Any action or suit arising out of or relating to this Agreement will be subject to the exclusive jurisdiction of the State or Federal Courts located in San Diego County, California.

**The Parties waive their right to a jury trial to the fullest extent permissible by law and will settle any disputes by mandatory arbitration in San Diego County in proceedings administered by JAMS (formerly known as Judicial Mediation and Arbitration Services) and under JAMS rules, except that this provision will not prevent a Party from seeking injunctive relief in court.**

No failure or delay by either Party in exercising any right or remedy shall impair such right or remedy or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. This Agreement may be executed in counterparts. The descriptive section headings of this Agreement are for convenience only and do not affect this Agreement's construction or interpretation. For purposes of this Agreement, an affiliate is a person controlling, controlled by or under common control with another person; control and its variants means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through ownership, by contract, or otherwise. In any action, arbitration, or suit between the Parties arising out of or relating to this Agreement, the prevailing Party is entitled to recover from the other Party all reasonable costs and expenses of suit, including reasonable attorneys' fees, in addition to any other relief to which it may be entitled. If any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement and the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner. Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## **Appendix A: SBM Scope**

Effective Date for this Appendix: 11/11/2024

### ***Scope of work:***

Vdriven will work collaboratively with Client to conduct initial information gathering and onboarding, including a one hour deep dive as part of onboarding. Vdriven will meet with Client regularly and provide updates on overall progress against the agreed upon business priorities.

Below is a high-level overview of the key activities of Sales and Brand Management services:

### **Sales and Brand Management Services**

- Support existing business plans as well as implement new strategies to achieve business growth objectives (Go-to-Market strategy)
- Directly manage key accounts as needed
- Promote sales and solicit orders at key accounts, such as
  - Include Client products in Vdriven pitch decks and regular meetings with customers
  - Category review submissions
- Manage everyday retail pricing and promotions
- Manage category review calendars and product submissions
- Retail and distributor management (NIFs, cost changes and promotions)

### ***Retainer Fee:***

Beginning on the Effective Date for this Appendix, a monthly fee of \$800 (the “Retainer”), subject to the provisions in this paragraph. Number of hours per month to be determined Vdriven’s discretion. Vdriven may invoice the Retainer 15 days prior to the start of each month, so that the due date will be the start of each month of service in advance.

### ***Termination:***

Beginning 90 days after the effective date of this Appendix, either Party may terminate this Appendix at any time upon 30 days written notice to the other Party. This Appendix is severable from the other sections of this Agreement.



Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

## **Appendix B: Commissions**

This Appendix is added to and incorporated into the foregoing Agreement between the Parties.

### ***Definitions***

Capitalized terms not defined in this Appendix have the definitions set out elsewhere in this Agreement. In this Agreement, the following defined terms have the following meanings:

Commission Percentage	three and one half percent (3.5%);
Covered Channel	None
Net Sales	The gross dollar amount of a completed purchase of Product, based on the amount billable by Client to buyer excluding freight costs and sales tax if any, and subtracting any off-invoice discounts, allowances, free fills, returns or manufacturer chargeback (MCB) shelf-price discounts. No other expenses will be subtracted, including but not limited to sales and marketing expenses, advertising, distributor penalties, trade show expenses, logistics, pickup/delivery fees, or slotting/placement fees;
Products	Any product sold by Client now or in the future;
Territory	All 50 United States and overseas territories such as Puerto Rico, and Canada.

### ***Commissions***

In addition to the compensation set forth elsewhere in this Agreement, Vdriven will receive commissions, calculated as a percentage of certain sales, as set forth in this Appendix. The “Commission Amount” for a given sale by Client is equal to the Commission Percentage multiplied by the Net Sales of that sale. The sum of all Commission Amounts for any and all sales (i) in the Territory to buyers in the Covered Channel and (ii) to Registered Buyers is hereinafter referred to as the “Aggregate Commission.” Beginning on the effective date of Appendix A and with respect to each subsequent month during the Term, Client will pay Vdriven the Aggregate Commission for that month.

### ***Registration***

In addition to buyers in the Covered Channel, the Parties may wish Vdriven to pursue sales outside of the Covered Channel or outside of the Territory, in accordance with this paragraph. Either Party may write to the other Party by email to request registration of a buyer. The Party

receiving the request will reply by email to such registration requests and indicate acceptance or refusal of registration within five (5) business days of such request. Lack of reply from the receiving Party within such time will be deemed as refusal. Vdriven may elect to register a buyer in the Covered Channel in order to avoid potential ambiguity, if any, about the channel designation of a buyer, provided that the absence of such registration does not indicate that a buyer is outside the Covered Channel. Vdriven will maintain a registry of all buyers so accepted for registration ("Registered Buyers"), an initial version of which is attached below.

***Calculation of commission amounts***

Client will calculate and pay the Aggregate Commissions within 30 days after the end of each month and provide to Vdriven information showing Client's calculations. Upon request, Client will promptly provide to Vdriven electronic copies of all purchase orders, invoices, chargebacks, and any other documentation that may be reasonably requested by Vdriven in order to verify the calculation of Aggregate Commission, including without limitation access to distributor sell-through data. If reasonably requested by Vdriven, for example to calculate Aggregate Commission or to track sales progress and allocate resources, Client agrees to obtain sales data reports, such as UNFI monthly reporting.

Allowable subtractions from gross sales recorded subsequent to payment of a Commission Amount and resulting in an overpayment of Aggregate Commission will be applied as an offset against future Commission Amounts.

***Broker coordination***

From time to time, Vdriven may recommend that Client engage brokers to work on specific channels or geographies. Client will not engage any broker to pursue Registered Buyers or buyers in the Territory in the Covered Channel without Vdriven's express written consent.

***Information sharing***

Each Party will inform the other Party of all information reasonably necessary or desirable to carry out Sales Support activities, including but not limited to historical sales performance, current and new product information, promotional policies and programs, and marketing activities.

***Term of this Appendix***

Beginning 90 days after the effective date of Appendix A, either Party may terminate this Appendix at any time upon 30 days written notice to the other Party.

***Tail***

Client initials \_\_\_\_\_ Notwithstanding anything to the contrary herein and in consideration of the Services, following any termination of this Agreement, a termination of this Appendix, or

a partial termination resulting in the cessation of Vdriven's performance of sales activities, or any other termination of the commission arrangements under this Appendix, whether by mutual consent or otherwise, Client will will pay, monthly for twelve (12) months after the effective date of any such termination, the Aggregate Commission (the "Tail"). For the avoidance of doubt, amounts under the Tail do not include the Retainer.

Client initials \_\_\_\_\_

Vdriven initials \_\_\_\_\_

**Registered Buyers – registry as of the Effective Date  
of Appendix A**

Customer Name	Regions/Locations	SKUs covered
Sprouts Farmers Market, based in Phoenix AZ	All	All

Client initials \_\_\_\_\_

Vdriven initials \_\_\_\_\_