



**ANHEUSER-BUSCH, LLC**  
 ONE OF THE ANHEUSER-BUSCH COMPANIES  
 ( Buyer / Owner )

# SERVICE ORDER

## 4800552412

<b>DATE:</b>	03/01/2023	<b>FOB TERMS:</b>	
<b>CONTACT NAME:</b>	BOT COMM <125K	<b>PAYMENT TERMS:</b>	Net 165 days
<b>TELEPHONE NO:</b>	314-765-3584		
<b>FAX NO:</b>		<b>START DATE:</b>	
<b>BUYER REFERENCE:</b>		<b>END DATE:</b>	
<b>SUPPLIER REFERENCE:</b>		<b>CURRENCY:</b>	USD

<b>SUPPLIER/CONTRACTOR NO:</b> 8310332
ISEE STORE INNOVATIONS LLC
3725 FOUNDRY WAY ST 223
SAINT LOUIS MO 63110
Ph:314-260-7033 Fx:314-334-0916

**DELIVER TO:**  
 Anheuser Busch Incorporated  
 Corporate Headquarters  
 1 Busch Place  
 SAINT LOUIS MO 63118-1852  
**Delivery Date: 12/31/2023**

**BILL TO:**  
 ANHEUSER-BUSCH, LLC  
**BILL TO:**  
 Invoices should be submitted through  
 www.budexchange.com.  
 Questions: call 314.765.3111

**"Need Help?"**

Please visit [www.BudExchange.com](http://www.BudExchange.com) for instructions on viewing your purchase orders and uploading invoices. For inquiries related to your P.O. or payments please Click on Chat with Hops(<https://hops.ab-inbev.com/>) for assistance. You can also scan the QR code to reach us on your mobile device. To interact with Hops, you need to enter your purchase order and vendor id or company name. Any queries should be directed to Hops (<https://hops.ab-inbev.com/>) or (314) 765 - 3111."



**I. DEFINED TERMS**

As used in this Service Order Contract:

1. **Owner, Contractor, and Job Site:** means the parties and location identified above.
2. **Scope:** means the description of the Work set out herein.
3. **SubContractor:** means any person or entity other than the Contractor and its employees, furnishing Work under this Contract.
4. **Work:** means all labor, including intellectual services, and goods furnished, consumed, or required to produce the results called for in the Contract Documents.
5. **Contract Documents:** This order is a singular contract and must be signed by the parties. Owner shall be deemed to have signed this form by typed font execution. The Contract Documents are the following and any other Owner documents incorporated by reference in or required to be produced by the following documents, and amendments thereto, all of which together constitute the "Service Order Contract" or "Contract":



**ANHEUSER-BUSCH, LLC**  
 ONE OF THE ANHEUSER-BUSCH COMPANIES  
 ( Buyer / Owner )

## SERVICE ORDER

### 4800552412

- i. This Service Order form of agreement and continuation sheets hereto, if any,
- ii. The Service Order General Conditions set out below,
- iii. Service Order Special Conditions if indicated as included on this Service Order form, and
- iv. Contractor Substance Abuse Policy and Guidelines.

If a Contractor form of proposal or similar Contractor document is referenced in either the Scope or Compensation terms, such form shall be incorporated herein only to the extent of the description of the Work or payment terms and this Contract shall not be deemed to incorporate any preprinted or conflicting terms or conditions in such Contractor document.

If Contractor is missing or requires an additional copy of any Contract Document contact the Owner's representative at the number above.

**Header Text**

ABI Contact :

Please reference this PO number when submitting your invoice on Bud Exchange. For all invoice related questions, issues, or concerns please email the Anheuser-Busch Contact Center at [suppliersupportgroup@anheuser-busch.com](mailto:suppliersupportgroup@anheuser-busch.com)

**II. SCOPE OF WORK AND PAYMENT TERMS:**

Contractor shall provide the following services:

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE/UNIT	TOTAL
00010	1	ACT	Noonshine Incubator - iSee	10,010.43/1 ACT	10,010.43

**Payment Terms**

The item consists of the services described in the Scope of work above. Contractor's compensation is allocated as follows:

Contractor's entire compensation for the performance of the work as outlined here shall be calculated using the fixed rate specified on the order.

Subject to Owner's prior written modification here of, the total value of this Order shall not exceed: \$10,010.43.

Contractor shall invoice for work performed in accordance with the Service Order General Conditions.



**ANHEUSER-BUSCH, LLC**  
 ONE OF THE ANHEUSER-BUSCH COMPANIES  
 ( Buyer / Owner )

**SERVICE ORDER**  
**4800552412**

<b>The item contains the following services:</b>				
10	2002270	AGENCY FEES - TALENT /ENTERTANMENT SVC		
	10,010.430	ACT	1.00 per 1	10,010.43
<b>TAX INSTRUCTIONS - NOT TAXABLE, DIRECT PAY PERMIT, SEE SALES/USE TAX SECTION</b>				

**NET TOTAL: 10,010.43**

**III. OTHER REQUIREMENTS AND INSTRUCTIONS:**

**IV. GENERAL CONDITIONS AND CONTRACT FORMATION:**

**GENERAL CONDITIONS TO SERVICE ORDER CONTRACTS**

**1. TIME OF ESSENCE, CHOICE OF LAW, TRADE MEANINGS, OWNERSHIP OF THE WORK**

- a. All time limits stated in the Contract Documents are of the essence of the Contract. Except as otherwise specified in an individual Service Order, Contractor shall commence Work immediately upon the execution or other acceptance of the Service Order Contract incorporating these Conditions (the "Contract"). Contractor shall complete its performance within the time or schedule provided for in the Scope or as may be approved by Owner.
- b. The law of the State of Missouri shall govern the interpretation and enforcement of the Contract.
- c. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- d. If the Work includes creating specially designed products or deliverables for Owner, then, all results arising from the Work are works made for hire for Owner within the meaning of the United States Copyright Act, and Contractor assigns to Owner the copyright and all other right, title and interest in the United States and elsewhere to all results arising from the Work. Contractor agrees to sign at any time at Owner's request any document necessary or useful to evidence or acknowledge such results as works made for hire for Owner and the assignment to Owner of all rights to such results.

**2. INSTRUCTIONS**

- a. Contractor shall examine all Contract Documents and, if there is any ambiguity, shall ask Owner for clarification. All Work shall be executed in conformity with Owner's drawings, specifications, instructions and to the extent applicable all recommendations of the National Fire Protection Association regarding prevention of accidents, fires or for the elimination of any unsafe practice.
- b. Contractor shall comply with, and is strictly responsible to Owner for compliance with all federal, state and local laws and regulations not only as they relate to the performance of the Work but also, in the case of worker safety and health rules and food safety processes, as they apply to the finished Work and its suitability and capability to conform with applicable legal requirements for its intended use or operation by Owner. No provision in the Contract Documents shall be deemed to exempt Contractor from its obligation to comply with any particular law or regulation unless



## **SERVICE ORDER**

### **4800552412**

Owner expressly assumes the obligation to satisfy the specific compliance responsibility and such provision specifies the particular law or regulation. Contractor shall assure that any and all of its subcontractors comply with all applicable federal, state and local laws and regulations, including, but not limited to worker safety and health rules and food safety processes.

c. Owner has adopted environmental requirements and procedures designed to reduce waste and resource utilization and maximize reuse and recycling opportunities. On-site Contractors are required to comply with Owner's environmental requirements and assure compliance by any and all of Contractor's subcontractors with such requirements. Each on-site Contractor shall review the environmental requirements for impact on the Work. The requirements documents may be secured from Owner's facility Environmental, Safety and Health ("ESH") Manager. Each off-site Contractor is encouraged to review the environmental requirements and procedures and advise Owner's respective facility or corporate ESH Manager of its plan to conform to the applicable environmental requirements.

d. Contractor shall establish a Contractor Safety Program for the Work. To the extent applicable to the Work, and without limiting the generality of Contractor's obligations, Contractor shall comply with all relevant OSHA standards. Contractor is responsible for assuring that all of its subcontractors establish and implement, insofar as applicable to their respective work functions, appropriate safety programs and practices consistent with OSHA requirements. Owner may require Contractor to demonstrate that it has complied with all applicable safety requirements at such reasonable times as Owner may deem appropriate. Contractor shall be responsible for enforcing safety rules and shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, equipment on the Job Site, Owner's property and adjacent property and to assure uninterrupted production, and safe working conditions. Contractor agrees to comply with Owner's "Substance Abuse Policy" (including background check requirements) in place as of the date hereof and applicable to projects of the type contemplated by this Contract. Prior to commencing work, Contractor shall secure a copy of the applicable policy from Owner's site representative. Contractor shall require its employees to comply with Owner's substance abuse policy as well as any other safety practices and site or work rules that Owner may establish from time to time and provide to Contractor. Contractor and/or any Subcontractor failing to follow such site rules shall be subject to eviction from the Job Site, may be refused re-entry, and the responsible employer may be terminated in accord with these General Conditions.

e. Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its Work. Contractor shall at the completion of the Work remove all tools, property surplus materials, and waste and shall leave the Job Site "broom clean" or shall conform to any more strict standard specified in its scope of work.

f. Contractor shall at all times enforce strict discipline among its employees and shall not employ anyone not skilled in the Work assigned to it. Contractor shall not permit its employees (and no Subcontractor shall permit any employee) to consume or possess on the Job Site any alcoholic beverage (including beer).

g. Owner may enforce badge identification at the Job Site.

### **3. MATERIALS AND PERFORMANCE**

Unless otherwise stipulated, Contractor shall provide and initially pay for all Work. All goods supplied as part of the Work are guaranteed to be new, and the Work shall be of good quality, free from defects or fault and shall be prepared in a workmanlike manner. Owner shall at all times have access to inspect the Work wherever it is in preparation or progress.

### **4. PATENT LIABILITY**

Contractor agrees to defend any claim, action or suit that may be brought against Owner, or its officers, agents or employees for infringement of any intellectual property rights of any party arising out of the performance of the Contract or out of the use or disposal by or for the account of Owner of supplies furnished or Work performed hereunder, and also to defend, indemnify and hold harmless Owner and its officers, agents, and employees



**ANHEUSER-BUSCH, LLC**  
ONE OF THE ANHEUSER-BUSCH COMPANIES  
( Buyer / Owner )

## **SERVICE ORDER**

### **4800552412**

against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement

#### **5. CHANGES**

Owner, without invalidating the Contract, may order changes in the Scope which may result in an addition to or deduction from the compensation to be paid to Contractor. Owner may also order minor changes in the Scope, which do not change the cost of the Work or result in a loss of Work already performed, secured or installed, without invalidating the Contract or requiring additional payments by Owner. All changes shall be evidenced by an executed Modification Order referencing the original Service Order Contract. If adjustments to compensation are required, they shall be stated in the Modification Order. The Contract may not be amended or modified except by Modification Order executed by both parties. Except as expressly amended by Modification Order, the Contract shall continue in full force and effect.

#### **6. ADJUSTMENTS TO COMPENSATION**

- a. In the event of a change in Scope which requires additions to or deductions from Contractor's compensation, the parties agree to determine the adjustment, at Owner's option, in one or more of the following ways:
  1. By estimate and acceptance of a lump sum amount.,
  2. By unit prices named in the Contract Documents or subsequently agreed upon,
  3. By cost (time and material) plus a percentage for combined overhead and fee not to exceed 15%, or
  4. If agreed upon, a reimbursable basis subject to a "Not-to-Exceed" or a guaranteed maximum amount.
- b. In order to arrive at the value for any change, Contractor shall credit Owner with its projected cost(s), overhead and fee for any Work which was previously included, but which has been excluded by any such change.
- c. Once the basis for an adjustment in compensation has been directed by Owner or agreed to by the parties a Modification Order memorializing such adjustment shall be signed by the parties. The procedures set forth in this Section are designed to encourage timely settlement and avoid litigation of claims concerning whether instructions by the Owner during the Work justify a change in the Contractor's compensation, the schedule, or both. The procedures in this Section are also intended to attribute a final effect to the settlement of any claim between Owner and Contractor. This change procedure is mandatory and a condition precedent to any action Contractor shall file, if the issues in the action could have been addressed through the procedures set forth in this Section. If Contractor commences litigation concerning the value or effect of a directive or order of Owner without following the procedures established in this Section, or if Contractor institutes litigation concerning the value of a change previously agreed to by Contractor through a Modification Order signed by Contractor, then Contractor shall be liable to Owner for all attorneys' fees and expenses Owner incurs in such litigation, regardless of the outcome of the litigation.

#### **7. PREMIUM LABOR**

All premium labor costs are to be borne by Contractor unless Owner has, in writing, directed Contractor to incur premium labor. In such event, Owner shall pay Contractor only that portion of the cost of the premium labor which is in excess of the actual rate for weekday Work plus applicable taxes or other charges which are based upon payroll amount. No increase will be allowed for Contractor's overhead and fee. Such premium time must have prior approval by Owner.

#### **8. TAXES, INVOICING, PAYMENT AND AUDIT RIGHTS (Except as separately provided in the terms of compensation):**

- a. Contractor shall pay any sales or use tax which may be determined to be applicable to the goods, materials and services to be provided by



**ANHEUSER-BUSCH, LLC**  
ONE OF THE ANHEUSER-BUSCH COMPANIES  
( Buyer / Owner )

## **SERVICE ORDER**

### **4800552412**

Contractor hereunder. Contractor shall contact the "Buyer" identified on the face of the Service Order form to obtain any required tax exemption registration number.

b. On or about the first day of each month, Contractor shall submit an invoice in electronic format through Owner's BudExchange system (via [www.budexchange.com](http://www.budexchange.com) or other web portal required by Owner) for the Work completed the previous calendar month. Upon completion of the Work, Contractor shall submit a final invoice for the unpaid balance. Each invoice must show the total amount of Work completed to date, the amounts previously invoiced, and the payment requested. Owner shall pay such invoice on the next scheduled payment date in Owner's monthly disbursement cycle, occurring after 120 days after the date of invoice or on the terms noted on the front of the Service Order form. The date of invoice shall not precede the date of completion of the Work for the applicable period, unless other terms are stated on the front of the Service Order form. "Owner's monthly disbursement cycle" means the one day of each month on which general disbursements are scheduled without need for exception according to Owner's then current payment term policy.

c. For a period of at least two years after the completion of the Work, Contractor shall maintain such records as are necessary to substantiate that all invoices and applications for payment hereunder were valid and properly chargeable to Owner. Supporting documentation may include but is not necessarily limited to: time sheets, payroll records, receipts, contracts, books of account, banking records, and all such other records as reasonably relate to the Work. Owner and its agents shall, upon reasonable prior notice to Contractor, be given the opportunity to audit such records in order to verify the accuracy of such invoices and other charges. Contractor shall maintain all such records in accordance with generally accepted accounting practices.

d. Contractor hereby represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any employee or agent of Owner who may reasonably be expected to influence the decision to requisition, issue or take any action with respect to this Contract. Owner and its agents shall have the right to examine, at Owner's expense, such of Contractor's books and records as may be necessary, in Owner's opinion, to verify Contractor's compliance with this sub-section. (As used herein, "payments" shall include money, property services and all other forms of consideration.) Owner's audit rights under this sub-section shall survive two years after the completion of the Work.

e. Contractor agrees to provide Owner with all tax information requested by Owner in connection with any payment required hereunder in order to verify Contractor's status and for Owner to perform its reporting obligation under applicable tax law or regulation. If Contractor is a foreign person, Contractor certifies that it has provided Owner with the appropriate Form W-8 in order to verify Contractor's status under the Foreign Account Tax Compliance Act or other applicable tax law or regulation. Whenever the withholding of any tax is required by law with respect to such payment, Owner may deduct and pay the required withholding amount to the respective taxing authority.

#### **9. PAYMENTS WITHHELD**

Owner may withhold or on account of subsequently discovered evidence nullify the whole or a part of any invoice to such extent as may be necessary to protect Owner from loss on account of any failure of Contractor to perform the Work in accordance with the Contract Documents, satisfy obligations to its Subcontractors, or to setoff against liabilities of Contractor to Owner or its corporate affiliates that are due and unpaid, whether or not such liabilities arise under the Contract Documents.

#### **10. DELAYS AND EXTENSION OF TIME**

If Contractor be delayed at any time in the progress of the Work by an act or omission of Owner or of any third party employed by Owner or by strikes, lockouts, fire, unusual delay in transportation, Acts of God or other causes over which Contractor has no control, then the time of completion shall be extended for such reasonable time as the parties shall decide, and no adjustment shall be made in Contractor's compensation. If Contractor does not request an extension in writing within seven days of the cause thereof, there shall be no extension of the time of completion. In the case of a



**ANHEUSER-BUSCH, LLC**  
ONE OF THE ANHEUSER-BUSCH COMPANIES  
( Buyer / Owner )

## SERVICE ORDER

### 4800552412

continuing cause of delay, only one claim is necessary.

#### 11. OWNER'S RIGHT TO TERMINATE CONTRACT

- a. If Contractor breaches its obligations under the Contract Documents, then Owner may, without prejudice to any other right or remedy, terminate the Contract, take possession of the Job Site, and all supplies, materials and equipment procured to be installed, consumed or incorporated into the Work. Owner may then finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the expense of finishing the Work, including compensation for additional managerial and administrative services, is less than any compensation then remaining due to Contractor for Work performed prior to the date of termination, then such difference shall be paid to Contractor. If such expense exceeds such unpaid compensation, Contractor shall pay the difference to Owner. In the event suit is filed by Owner against Contractor to enforce provisions of the Contract Documents or to recover any loss resulting from Contractor's failure to perform, and Owner is successful, Contractor shall be liable, in addition to such other damages to which Owner may be entitled, for all attorney fees, court costs, and other expenses incurred by Owner in prosecution of the suit.
- b. Owner reserves the right in its sole discretion and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from Owner, Contractor shall immediately cease all Work. In the event of any such termination without cause, Owner shall compensate Contractor for all Work performed or obligations incurred through the date of termination at Contractor's cost. In no event shall Contractor have a claim for loss of bargain damages.

#### 12. ASSIGNMENT AND SUBCONTRACTS

- a. The Contract shall be binding upon Owner and Contractor, and their respective successors and assigns. Contractor shall not assign the Contract or subcontract any Work hereunder without the prior written consent of Owner. Contractor is responsible for negotiating its contracts with Subcontractors and shall, to the extent applicable to the Work to be done by each Subcontractor, bind each by the terms of the Contract Documents.
- b. Contractor shall not make nor commit to make any advance or prepayment to any Subcontractor without, in each instance, first obtaining Owner's specific prior written consent. Any losses due to defalcations by Subcontractors in connection with any advance or prepayment made in breach of the foregoing provision shall be incurred at Contractor's sole expense.

#### 13. INDEMNITY

##### a. Definitions

For purposes of this Section:

1. "Owner" means and includes Owner, Anheuser-Busch Companies, LLC, all of its subsidiaries and their respective affiliates, servants and employees;
2. "Contractor" means and includes Contractor and its Subcontractors and their respective servants, agents and employees; and
3. "Loss" means any and all loss, damage, liability, or expense, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorneys' fees and the cost of defense), in connection with any action, proceeding or claim, for injury, including death to any person or persons including but not limited to the employees of Owner and Contractor or damage to, loss of the use of, or loss of the property of any person, firm or corporation including the parties hereto and further including but not limited to the employees of Owner and Contractor, arising or resulting out of the performance of services required pursuant to the Contract.

##### b. The Indemnity

Contractor shall defend, indemnify and hold harmless Owner from any and all Loss caused or incurred in whole or in part as a result of Contractor's breach of its obligations under the Contract Documents or the negligence or other actionable fault of Contractor. It is agreed as a specific element



# SERVICE ORDER

## 4800552412

of the Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory fault, negligence or breach of Owner and, further, notwithstanding any theory of law including, but not limited to, a characterization of Owner's joint, concurring or contributory fault or negligence as either passive or active in nature. Nothing in this Section shall be deemed to impose liability on Contractor to indemnify Owner for Loss where as between Owner and Contractor, Owner's negligence or other actionable fault is the sole cause of Loss. In the event that full indemnity pursuant to the foregoing provisions of this Section is unenforceable under any state law, Contractor and Owner shall bear any Loss in proportion to their respective fault.

c. Waiver of Certain Defenses

With respect to the Owner's indemnity rights under the Contract Documents, Contractor acknowledges that it has agreed to indemnify Owner from claims that could be brought by Contractor's employees, potentially exposing Contractor to liability that may otherwise be barred by remedy limitations under applicable workers compensation statutes.

14. CASUALTY INSURANCE

a. Contractor shall furnish and maintain at its own expense insurance policies underwritten by good and solvent insurance companies providing the following coverages:

COVERAGE	LIMITS
(1) Workers' Compensation	Statutory Limits
(2) Employers' Liability	\$1,000,000 each occurrence
(3) Commercial General Liability (BI & PD)	\$2,000,000 each occurrence and general aggregate
(4) Automobile Liability (BI & PD) -- if vehicle used in Work	\$2,000,000 combined single limit
(5) Automobile Liability (BI & PD) -- if vehicle only used for transportation to the Job Site and is parked during Work	\$100,000 per person/\$300,000 per accident
(6) Professional Liability	\$1,000,000 for applicable services
(7) Additional Insured	Required
(8) Waiver of Subrogation	Required
(9) Separation of Insured (Cross Liability)	Mandatory in construction and equipment maintenance contracts; otherwise, requested

b. The Commercial General Liability ("CGL") insurance shall include coverage for completed operations and shall include a contractual liability endorsement. Owner shall be included as an additional insured under the CGL policy with respect to claims and/or liability arising out of Work performed for Owner by Contractor or acts or omissions of Owner in connection with its general supervision of Contractor's Work. All insurance provided to Owner by Contractor shall be primary and any insurance maintained by Owner shall be excess and not contributing with Contractor's



**ANHEUSER-BUSCH, LLC**  
ONE OF THE ANHEUSER-BUSCH COMPANIES  
( Buyer / Owner )

## SERVICE ORDER

### 4800552412

insurance. Contractor shall provide a waiver of subrogation in favor of Owner from Contractor's Workers' Compensation and Employers' liability insurance.

c. Within 30 days of the formation of the Contract incorporating these conditions Contractor shall furnish Certificate(s) of Insurance ("COI") for the insurance required herein. Contractor shall not begin any operations on Owner's Job Site until it has furnished such COI. Each COI shall contain a clause to the following effect:

"Anheuser-Busch Companies, LLC, and its subsidiaries and affiliated entities are included as an additional insured on the General Liability Policy. The General Liability Policy includes a Contractual Liability Endorsement. A waiver of subrogation in favor of Anheuser-Busch Companies, LLC and its subsidiaries and affiliated entities is applicable on Workers' Compensation and Employer's Liability Policy. Separation of Insureds is in effect on behalf of the Additional Insured".

Contractor shall furnish the COI to Owner's COI agent addressed as follows:

Anheuser Busch Companies, LLC  
c/o Insurance Compliance  
PO Box 12010-AB  
Hemet, CA 92546-8010

d. Contractor shall not violate, or permit to be violated, any conditions of any of said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies. Contractor shall replace or renew cancelled or expiring coverage so that no hiatus in coverage occurs. In the event Contractor fails to provide evidence satisfactory to Owner of such replacement coverage, Owner shall have the right, but not the obligation, to obtain such coverage and to deduct the cost thereof from any amounts then owing or that subsequently become due from Owner to Contractor.

e. Contractor may obtain either occurrence or claims made coverage. If Contractor has obtained claims made coverage to satisfy the foregoing insurance requirements, then Contractor agrees to maintain such claims made coverage for three years beyond the performance of the Work.

f. Contractor shall provide that Owner shall be included as an additional insured, with a separation-of-insured (or "cross liability") clause under the insurance policies required of Contractor in this Section. Cross liability shall mean that in the event a claim is made for (1) damages to property belonging to either Contractor or Owner or (2) for personal injuries suffered by any employee of either Contractor or Owner for which the other party hereto is or may be liable, then Contractor's policy shall cover either Owner or Contractor against whom a claim is made or suit is brought or may be made in the same manner as if a separate policy had been issued to Owner and Contractor except with respect to the limit of insurance liability.

g. The right of Contractor to receive any payments under the Contract is expressly contingent upon the Contractor's full compliance with all provisions of this Section.

h. Contractor shall be responsible to assure that all subcontractors maintain adequate insurance, with such limits and types of insurance required as shall be determined by Contractor in accordance with its evaluation of the risk attendant to the Subcontractor's work to be performed.

#### 15. WARRANTIES

Contractor represents and warrants that:



**ANHEUSER-BUSCH, LLC**  
ONE OF THE ANHEUSER-BUSCH COMPANIES  
( Buyer / Owner )

## SERVICE ORDER

### 4800552412

- a. All information supplied by Contractor under the Contract is or shall be true and correct as of the date when given;
- b. All Work performed under the Contract shall be free from defects. If any defect is found, at Owner's request, Contractor shall correct same at Contractor's expense; and
- c. Contractor has full legal right and authority to enter into and perform the Contract.

#### 16. ADDITIONAL OBLIGATIONS

Owner and Contractor each agree to cooperate with the other in every respect in achieving the Scope. Contractor covenants with Owner to furnish at least the prevailing standard of skill, care and judgment expected of any similar Contractor under similar circumstances. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to keep upon the Work at all times an adequate supply of workmen and materials, and to complete the Work in the most competent, expeditious and economical manner consistent with the interests of Owner.

#### 17. CONTRACTOR'S STATUS

Contractor's relationship to Owner shall be that of an independent contractor. Neither party shall be deemed to be and shall not represent itself to be the agent of the other..

#### 18. NOTICES

Any written notice required or permitted under the terms of the Contract Documents (except as specifically provided for in the case of insurance) shall be given and deemed to have been duly served when posted in prepaid U.S. registered or certified mail, addressed to the respective party as set out on the Service Order Contract form.

#### 19. NO WAIVER BY OWNER

The failure of Owner in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents or to exercise any rights conferred therein, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or rights on any future occasion.

#### 20. APPROVALS

Wherever in the Contract Documents the consent or approval of either party is required before the other may take any particular action, such consent or approval must be obtained in writing.

#### 21. RIGHT TO INSPECT PERSONAL PROPERTY

No personal property other than clothes, lunch boxes, tool boxes, and similar items of a personal nature may be brought on to or removed from the Job Site without proper authorization. All property and vehicles being removed from the Job Site shall be subject to inspection.

#### 22. CONFIDENTIALITY

Contractor hereby covenants that:

- a. Contractor (i) shall maintain, as Owner's confidential property, (ii) shall not use for any purpose other than completing the Work, and (iii) shall not disclose, in whole or in part, to any third party (other than under sub-section d below) any information, materials, or experience regarding Owner, its operation, its personnel, or its activities, including, but not limited to the fact that a contractual relationship exists between the



**ANHEUSER-BUSCH, LLC**  
ONE OF THE ANHEUSER-BUSCH COMPANIES  
( Buyer / Owner )

## SERVICE ORDER

### 4800552412

parties, nor any general or specific aspects of the Work provided hereunder (the "Information").

b. The duty of secrecy in sub-section a shall not apply to Information:

1. in the public domain through no fault of Contractor;

2. obtained by Contractor in writing from a third party lawfully in possession of it and under no secrecy obligation as to it; or

3. which was in Contractor's knowledge and possession prior to commencement of the Work (a) as a matter of right, (b) without restriction as to use or disclosure, and (c) not acquired by Contractor, either directly or indirectly, from Owner.

For purposes of this sub-section b, no Information shall be deemed in the "public domain," or in Contractor's "knowledge and possession" merely because such Information is embraced by more general information. No right or license under any patent or copyright is being granted under the Contract.

c. All tangible forms of Information, including, without limitation, all summaries, copies and excerpts of any Information, whether prepared by Contractor or not, shall be the sole property of Owner, and shall be immediately delivered by Contractor to Owner upon completion or termination of the Contract or upon Owner's request, whichever first occurs.

d. Contractor shall restrict access to the Information to only individuals who have a need-to-know in order to perform the Work, and Contractor shall require such individuals to agree, in writing, in form substantially similar to the provisions of this Section 22, to maintain all information so received in confidence. If any individual receiving the Information from Contractor discloses or uses the Information in any matter not permitted by the Contract Documents, Contractor shall be liable therefore.

e. Contractor's confidentiality obligations hereunder also shall extend to Information acquired from Owner in any and all invitations to bid on Work or agreements to provide services whether received or entered into prior to or after the date of the Contract.

f. Contractor's confidentiality obligations hereunder shall survive completion or termination of the Contract for two years.

g. Contractor recognizes and acknowledges that any breach of this confidentiality provision would injure Owner irreparably, the amount of damage being impossible to ascertain. Owner may, therefore, in addition to pursuing any and all remedies provided by law, obtain an injunction against Contractor from any court having jurisdiction, restraining any actual or threatened violation of this provision

#### 23. GOVERNMENT COMPLIANCE

Owner is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

#### 24. ANTI-BRIBERY

Contractor covenants and agrees that in performing its obligations under this Contract, in carrying out the transactions under this Contract and in obtaining any governmental approvals required in connection with this Contract, none of Contractor and its officers, directors, employees and agents will offer, pay, promise or authorize payment of anything of value to any government official, political party or political candidate, in violation of any anti-bribery or anti-corruption laws, or take any other action that would violate any anti-bribery or anti-corruption laws binding on such person



**ANHEUSER-BUSCH, LLC**  
ONE OF THE ANHEUSER-BUSCH COMPANIES  
( Buyer / Owner )

## **SERVICE ORDER**

### **4800552412**

or in effect in any jurisdiction in which such action is taken. Contractor expressly confirms having read and agreed with the AB InBev Global Responsible Sourcing Policy, which can be found at: <http://www.ab-inbev.com/social-responsibility/download-center.html>.

#### **25. ATTORNEY-CLIENT PRIVILEGE**

The Work that is subject to this Contract may require Owner's counsel to provide Contractor with legal advice designated to advance Owner's interests. Contractor employees shall be deemed the functional equivalents of Owner employees and thereby client representatives, for purposes of applying the attorney-client privilege and work product doctrine, but for no other purpose. Communications between Owner's counsel and Contractor employees made for the purposes of securing legal advice are hereby subject to the attorney-client privilege.

#### **26. ENTIRE AGREEMENT**

The Contract Documents constitute the whole of the Contract between the parties hereto and neither has been induced to make or enter into this Contract by reason of any promise, agreement, representation, statement or warranty other than as contained in the Contract Documents.

#### **27. DISPUTES**

The parties agree that before, and as a condition precedent to, the initiation of any legal action or proceeding, all claims, controversies and disputes ("Disputes") arising out of or in relation to the performance, interpretation, application or enforcement of the Contract, including, without limitation, any breach hereof, the following process must be completed. In the event of a Dispute, the parties agree that their respective counsel and their project representatives familiar with the issue including Contractor's Chief Operating Officer will schedule a meeting (by telephone or in person) to discuss the Dispute and to attempt in good faith to resolve it. If the matter is not resolved at such meeting, the parties may within the next 60 days agree to private mediation of the dispute. If the Dispute is not then submitted to mediation, or not resolved after the completion of such Mediation, the parties may then pursue any available legal remedy, action, or proceeding.

#### **28. JURY TRIAL WAIVER/CHOICE OF FORUM**

- a. Contractor and Owner hereby mutually and expressly waive their rights to a jury trial in connection with any litigation involving a Dispute solely between them arising out of the Contract Documents.
- b. The parties agree that any legal action or proceeding with respect to the Contract Documents shall be brought in the United States District Court for the Eastern District of Missouri or, if such court does not have jurisdiction, in any court of general jurisdiction in St. Louis County, Missouri. Contractor consents to the personal jurisdiction of such courts, agrees to accept service of process by certified or registered mail and hereby waives any jurisdictional or venue defenses otherwise available to it.



**ANHEUSER-BUSCH, LLC**  
 ONE OF THE ANHEUSER-BUSCH COMPANIES  
 ( Buyer / Owner )

**SERVICE ORDER**  
**4800552412**

<b>DATE:</b>	03/01/2023	<b>FOB TERMS:</b>	
<b>CONTACT NAME:</b>	BOT COMM <125K	<b>PAYMENT TERMS:</b>	Net 165 days
<b>TELEPHONE NO:</b>	314-765-3584	<b>START DATE:</b>	
<b>FAX NO:</b>		<b>END DATE:</b>	
<b>BUYER REFERENCE:</b>		<b>CURRENCY:</b>	USD
<b>SUPPLIER REFERENCE:</b>			

<b>SUPPLIER/CONTRACTOR NO:</b> 8310332
ISEE STORE INNOVATIONS LLC
3725 FOUNDRY WAY ST 223
SAINT LOUIS MO 63110
Ph:314-260-7033 Fx:314-334-0916

**DELIVER TO:**  
 Anheuser Busch Incorporated  
 Corporate Headquarters  
 1 Busch Place  
 SAINT LOUIS MO 63118-1852  
**Delivery Date: 12/31/2023**

**BILL TO:**  
 ANHEUSER-BUSCH, LLC  
**BILL TO:**  
 Invoices should be submitted through  
 www.budexchange.com.  
 Questions: call 314.765.3111

**"Need Help?**

Please visit [www.BudExchange.com](http://www.BudExchange.com) for instructions on viewing your purchase orders and uploading invoices. For inquiries related to your P.O. or payments please Click on Chat with Hops(<https://hops.ab-inbev.com/>) for assistance. You can also scan the QR code to reach us on your mobile device. To interact with Hops, you need to enter your purchase order and vendor id or company name. Any queries should be directed to Hops (<https://hops.ab-inbev.com/>) or (314) 765 - 3111."



Contractor must sign and return a copy of this Service Order Contract to the fax number on this Order or to the following address:

Anheuser-Busch, Inc.  
 P.O. Box 1860  
 St. Louis, MO 63118  
 Attn: Purchasing



**ANHEUSER-BUSCH, LLC**  
ONE OF THE ANHEUSER-BUSCH COMPANIES  
( Buyer / Owner )

# SERVICE ORDER

## 4800552412

**BUYER/OWNER: MARTHA ALICIA RODRIGUEZ**  
( AUTHORIZED REPRESENTATIVE )

**DATE:** 03/03/2023

**SUPPLIER/CONTRACTOR SIGNATURE:** \_\_\_\_\_  
( AUTHORIZED REPRESENTATIVE )

**DATE:** \_\_\_\_\_