UPS AGREEMENT FOR APPROVED BEER SHIPPERS (LICENSED RETAILER)

This Agreement is made and entered into by and between United Parcel Service, Inc. ("UPS") and Solved "Shipper"), a licensed beer retailer, for the provision of services related to the transportation of packages containing beer ("Beer Shipments"). This Agreement applies only to Beer Shipments. This Agreement applies only to Shipper, the UPS Account Number, and the Shipping Location(s) set forth below. This Agreement authorizes only Beer Shipments, and does not authorize the shipment of any other alcoholic beverage, such as wine or spirits.

UPS agrees to transport Beer Shipments for Shipper on the following terms and conditions:

- 1. Applicable Terms. UPS shall provide Beer Shipments only in accordance with the terms and conditions set forth in this Agreement and the version of Addendum A to the UPS Approved Beer Shipper Agreement ("Addendum A") in effect at the time of shipping, which is incorporated in full into this Agreement by this reference. The effective version of Addendum A is available at all times at www.ups.com/beer. Shipper is responsible for consulting the current version of Addendum A to ensure that all Beer Shipments comply with Addendum A. All Beer Shipments are also subject to the UPS Tariff/Terms and Conditions of Service and the UPS Rate and Service Guide in effect at the time of shipping (each available at ups.com), the terms of which are also incorporated in full by this reference. In the event of a conflict between the terms and conditions set forth in the UPS Tariff/Terms and Conditions of Service and the UPS Rate and Service Guide, on the one hand, and the terms of this Agreement or Addendum A on the other hand, the terms of this Agreement and Addendum A shall prevail.
- 2. Permissible Beer Shipments. Shipper has represented that it is a licensed retailer in its home state. UPS shall provide service for Beer Shipments only to the states and subject to all of the terms and conditions set forth in Addendum A applicable solely to Retailer Shipments. Shipper can only ship to consumers in its own state if the state is allowed for "Intrastate Retailer Shipment" on Addendum A. UPS reserves the right to add or eliminate allowable destination states in its sole and complete discretion, as reflected on the effective version of Addendum A. Shipper shall not tender Beer Shipments to UPS except as specifically permitted by the version of Addendum A in effect as of the date of the shipment for Retailer Shipments.

3. Shipper Responsibility For Compliance With Applicable Law.

- a. Shipper represents and warrants that it is duly licensed by the state in which it is located (at the address below) for off-site retail sale and shipment of beer.
- b. Shipper shall be solely responsible for keeping informed of and complying with all applicable laws, rules and regulations relating to the importation, transportation, and shipment of beer, including but not limited to, requirements regarding documentation, licensing, labeling, packaging, quantity restrictions, and the payment of taxes or fees. Shipper acknowledges and agrees that UPS shall not be responsible for identifying or

- interpreting any applicable laws or regulations affecting Shipper's Beer Shipments and that this function is specifically the Shipper's responsibility.
- c. Shipper shall not tender to UPS any Beer Shipment that does not comply with all applicable laws and regulations. Shipper represents and warrants that all Beer Shipments tendered to UPS for shipment will be in compliance with all applicable laws and regulations.
- d. UPS shall have the right in its sole discretion to demand from Shipper proof that Shipper has complied with all applicable laws and regulations.
- e. UPS shall have no liability to Shipper in circumstances where UPS complies with instructions or requests from law enforcement or other governmental authorities, even if such instructions seem to be inconsistent with applicable laws and regulations.
- 4. Shipper Compliance With UPS Requirements. Shipper shall comply with UPS's packaging, labeling, and other requirements set forth in this Agreement, including the requirements set forth in Addendum A, and any amendments that may be made to those requirements. Shipper acknowledges and agrees that its compliance with UPS's requirements does not alter or affect its responsibility under this Agreement to keep informed of and comply with all applicable laws and regulations relating to Beer Shipments, including laws applicable to the states and any subdivisions of those states listed in the Addendum A. Shipper acknowledges and agrees that the provision of any UPS-provided packaging or labeling, including packaging and labeling required by this Agreement, is not a representation or warranty by UPS that the packaging or labeling complies with applicable laws and regulations for Beer Shipments.
- 5. Shipper Compliance Program. Shipper shall develop, implement, and maintain a compliance program ("Shipper Compliance Program") to ensure that Shipper and its consignees are compliant with all laws and regulations that apply to the sale, purchase, shipment, transportation, delivery, receipt, possession, distribution, and importation of alcoholic beverages. The Shipper Compliance Program shall include: (1) training for sales and marketing employees regarding lawful recipients, possessors, and purchasers of alcoholic beverages; (2) due diligence regarding customer licensure or authorization to receive, possess, and purchase alcoholic beverages under applicable federal, state, provincial, or local law; and (3) self-assessments of the Shipper Compliance Program to guarantee its effectiveness. UPS shall have the right to demand from Shipper evidence that Shipper has complied with all applicable laws and regulations. UPS shall also have the right to conduct an audit of the Shipper Compliance Program that is reasonable in scope, at any time and for any reason. The scope of UPS's audit may include but is not limited to: opening and inspecting Shipper's packages and review of records reasonably related to the Shipper Compliance Program. Shipper acknowledges and agrees that UPS may not return to Shipper any unauthorized shipments it may find through its package audits.

6. Package Level Detail ("PLD")

Customer shall supply the UPS Service Provider with a hard copy summary manifest at the time that the packages are tendered to UPS for shipment and provide UPS with Timely Upload of electronic Package Level Detail ("PLD") in a form acceptable to UPS. PLD

includes, but is not limited to, consignee's full name, complete delivery address, package weight and zone. Timely Upload is defined as the electronic transmission of PLD to UPS at the time the packages are tendered to UPS. Customer shall provide smart labels on all packages tendered to UPS. A smart label, as defined herein and described in the current UPS Guide to Labeling, which may be updated from time to time by UPS, includes, but is not limited to, a MaxiCode, Postal Bar Code, current UPS Routing Code, appropriate UPS Service Icon and a UPS 1Z Tracking Number Bar Code. Customer shall ensure that all shipping locations will use a UPS Automated Shipping System (as defined in the Tariff/Terms and Conditions of Service).

7. Labeling.

- a. Adult Signature Required. Shipper shall only engage UPS to transport Beer Shipments destined for adult consignees. Adult means a person 21 years of age or older. All Beer Shipments shall be shipped using UPS's Delivery Confirmation Adult Signature Required service, and a special UPS label requesting an adult signature upon delivery shall be affixed to each Beer Shipment. Shipper must use a UPS automated shipping system to initiate a request for Delivery Confirmation Adult Signature Required service.
- b. **Alcoholic Beverages**. Shipper shall affix a UPS "Special Delivery Instructions" sticker to each Beer Shipment.
- 8. Shipping By and To Licensed Parties. Shipper represents and warrants that, where required by applicable law, it is properly licensed to sell, export or import, or cause to be transported, Beer Shipments. Shipper shall provide on execution of this Agreement copies of all licenses evidencing shipper's authority to ship beer. Shipper shall verify with the consignee of each Beer Shipment that, where required by law, the consignee is authorized to purchase, import, or have delivered to it Beer Shipments.
- 9. Indemnification. Shipper shall indemnify, defend, and hold harmless UPS, its parent corporation, United Parcel Service, Inc. (a Delaware corporation), and its affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses (including reasonable attorneys' and consultants' fees), liabilities, penalties, costs, causes of action, enforcement procedures, and suits of any kind or nature (hereinafter "Claims"), of which UPS may hereinafter incur as a result of Shipper's breach of this Agreement or its non-compliance with any laws, rules or regulations applicable to the transportation of beer, whether such action is brought by a governmental agency or other person or entity.
- 10. Returns or Disposals. Where UPS is unable to deliver a package to an adult recipient for any reason, and return of the package is refused by the shipper, or the package cannot otherwise be returned to the shipper, UPS shall retain the right at its sole discretion to dispose of the package. Shipper shall promptly provide all cooperation that may be required by UPS to effect a return of such a package, including completing any necessary forms and accepting return or alternate delivery. Without prejudice to any other rights of UPS, Shipper shall indemnify UPS for any cost, liability, penalty or expenses it may incur in relation to such returns, including any payment of taxes or fees. UPS reserves the right

- to dispose of any Beer Shipment tendered for shipment which the Shipper is prohibited from shipping, which UPS is not authorized to accept, which UPS states that it will not accept, or which UPS has a right to refuse.
- 11. **Daily Pick Up Location Only.** Shipper shall tender Beer Shipments at Shipper's daily pick up location only.
- 12. Loss or Damage. UPS's liability for loss or damage to Beer Shipments shall be solely as set forth in the UPS Terms and the UPS Service Guide in effect at the time of shipping. Shipper acknowledges that UPS does not provide specialized service for protection of fragile items and that Beer Shipments containing glass bottles will be subject to breakage in the ordinary course of small package transportation unless they are adequately packed and cushioned. Shipper agrees to pack and cushion Beer Shipments with care in order to absorb shock that may occur in the small package transportation environment, including in accordance with the requirements of the UPS Terms and the UPS Service Guide.
- 13. Account Limited to Beer Shipments. The UPS Account Number set forth below is exclusively to be used for Beer Shipments. Shipper shall not use the UPS Account Number to tender any shipments other than Beer Shipments. Shipper may, however, include other non-alcoholic items in Beer Shipment packages.
- **14. No Dangerous Goods or Hazardous Materials.** Shipper shall not tender any Beer Shipment that is subject to dangerous goods or hazardous materials laws or regulations.
- **15. Term.** The term of this Agreement shall be for one year from the date set forth below. This Agreement shall be automatically renewed for successive one-year periods unless earlier terminated in accordance with its terms.
- **16. Entire Agreement**. If any provision of this Agreement conflicts with any provision of any other agreement between the parties, the provisions of this Agreement shall prevail.
- 17. Amendment. UPS shall have the right to unilaterally modify or amend any requirements for Beer Shipments, including as set forth in Addendum A, at any time without prior notice. Shipper is responsible for consulting the effective version of Addendum A to stay current on Beer Shipment requirements. UPS may amend the remainder of this Agreement in part or in whole at any time upon seven (7) days written notice to Shipper.
- 18. Termination. UPS shall have the right to terminate this Agreement immediately and to cease providing service to Shipper if Shipper fails to comply with any provisions of this Agreement and/or any applicable laws or regulations. If Shipper ships Beer Shipments from more than one location, and Shipper fails to comply with any provisions of this Agreement and/or any applicable laws or regulations, UPS shall have the right, in its sole discretion, to terminate some or all of Shipper's shipment locations or limit such termination to those locations where the failure to comply occurred. Either party may terminate this Agreement at any time upon seven (7) days' written notice to the other party.

IN WITNESS WHEREOF, the undersigned have set their hands this

day of

ACCEPTED AND AGREED TO:

SHIPPER Criff Marketing Alliance

Shipper #: X52 V 44

Signature:

Address:

Name:

Debbie Quintana

Title:

Owner

UNITED PARCEL SERVICE, INC.

Signature: MM SMH Name: TOAN SMH

Title:

5

UPS AGREEMENT FOR APPROVED WINE SHIPPERS (LICENSED RETAILER)

This Agreement is made and entered into by and between United Parcel Service, Inc. ("UPS") and 520 yeq("Shipper"), a licensed wine retailer, for the provision of services related to the transportation of packages containing wine ("Wine Shipments"). This Agreement applies only to Wine Shipments. This Agreement applies only to Shipper, the UPS Account Number, and the Shipping Location(s) set forth below. This Agreement authorizes only Wine Shipments, and does not authorize the shipment of any other alcoholic beverage, such as beer or spirits.

UPS agrees to transport Wine Shipments for Shipper on the following terms and conditions:

- 1. Applicable Terms. UPS shall provide Wine Shipments only in accordance with the terms and conditions set forth in this Agreement and the version of Addendum A to the UPS Approved Wine Shipper Agreement ("Addendum A") in effect at the time of shipping, which is incorporated in full into this Agreement by this reference. The effective version of Addendum A is available at all times at www.ups.com/wine. Shipper is responsible for consulting the current version of Addendum A to ensure that all Wine Shipments comply with Addendum A. All Wine Shipments are also subject to the UPS Tariff/Terms and Conditions of Service and the UPS Rate and Service Guide in effect at the time of shipping (each available at ups.com), the terms of which are also incorporated in full by this reference. In the event of a conflict between the terms and conditions set forth in the UPS Tariff/Terms and Conditions of Service and the UPS Rate and Service Guide, on the one hand, and the terms of this Agreement or Addendum A on the other hand, the terms of this Agreement and Addendum A shall prevail.
- 2. Permissible Retail Wine Shipments. UPS shall provide service for Wine Shipments only to the states and subject to all of the terms and conditions set forth in Addendum A applicable solely to Wine Retailer Shipments. UPS reserves the right to add or eliminate allowable destination states in its sole and complete discretion, as reflected on effective version of Addendum A. Shipper shall not tender Wine Shipments to UPS except as specifically permitted by the version of Addendum A in effect as of the date of the shipment for Wine Retailer Shipments.
- 3. Shipper Responsibility For Compliance With Applicable Law.
 - a. Shipper represents and warrants that it is duly licensed by the state in which it is located (at the address below) for off-site retail sale and shipment of wine.

- b. Shipper shall be solely responsible for keeping informed of and complying with all applicable laws, rules and regulations relating to the importation, transportation, and shipment of wine, including but not limited to, requirements regarding documentation, licensing, labeling, packaging, quantity restrictions, and the payment of taxes or fees. Shipper acknowledges and agrees that UPS shall not be responsible for identifying or interpreting any applicable laws or regulations affecting Shipper's Wine Shipments and that this function is specifically the Shipper's responsibility.
- c. Shipper shall not tender to UPS any Wine Shipment that does not comply with all applicable laws and regulations. Shipper represents and warrants that all Wine Shipments tendered to UPS for shipment will be in compliance with all applicable laws and regulations.
- d. UPS shall have the right in its sole discretion to demand from Shipper proof that Shipper has complied with all applicable laws and regulations.
- e. UPS shall have no liability to Shipper in circumstances where UPS complies with instructions or requests from law enforcement or other governmental authorities, even if such instructions seem to be inconsistent with applicable laws and regulations.
- 4. Shipper Compliance With UPS Requirements. Shipper shall comply with UPS's packaging, labeling, and other requirements set forth in this Agreement, including the requirements set forth in Addendum A, and any amendments that may be made to those requirements. Shipper acknowledges and agrees that its compliance with UPS's requirements does not alter or affect its responsibility under this Agreement to keep informed of and comply with all applicable laws and regulations relating to Wine Shipments, including laws applicable to the states and any subdivisions of those states listed in the Addendum A. Shipper acknowledges and agrees that the provision of any UPS-provided packaging or labeling, including packaging and labeling required by this Agreement, is not a representation or warranty by UPS that the packaging or labeling complies with applicable laws and regulations for Wine Shipments.
- 5. Shipper Compliance Program. Shipper shall develop, implement, and maintain a compliance program ("Shipper Compliance Program") to ensure that Shipper and its consignees are compliant with all laws and regulations that apply to the sale, purchase, shipment, transportation, delivery, receipt, possession, distribution, and importation of alcoholic beverages. The Shipper Compliance Program shall include: (1) training for sales and marketing employees regarding lawful recipients, possessors, and purchasers of alcoholic beverages; (2) due diligence regarding customer licensure or authorization to receive, possess, and purchase alcoholic beverages under applicable federal, state, provincial, or local law; and (3) self-assessments of the Shipper Compliance Program to guarantee its effectiveness. UPS shall have the right to demand from Shipper evidence that Shipper has complied with all applicable laws and regulations. UPS shall also have the

right to audit Shipper at any time and for any reason. The scope of UPS's audits of Shipper may include but are not limited to: opening and inspecting Shipper's packages; examination and review of Shipper's books, records, facilities, and/or customer lists; and auditing the Shipper Compliance Program. Shipper acknowledges and agrees that UPS may not return to Shipper any unauthorized shipments it may find through its package audits.

6. Package Level Detail ("PLD")

Customer shall supply the UPS Service Provider with a hard copy summary manifest at the time that the packages are tendered to UPS for shipment and provide UPS with Timely Upload of electronic Package Level Detail ("PLD") in a form acceptable to UPS. PLD includes, but is not limited to, consignee's full name, complete delivery address, package weight and zone. Timely Upload is defined as the electronic transmission of PLD to UPS at the time the packages are tendered to UPS. Customer shall provide smart labels on all packages tendered to UPS. A smart label, as defined herein and described in the current UPS Guide to Labeling, which may be updated from time to time by UPS, includes, but is not limited to, a MaxiCode, Postal Bar Code, current UPS Routing Code, appropriate UPS Service Icon and a UPS 1Z Tracking Number Bar Code. Customer shall ensure that all shipping locations will use a UPS Automated Shipping System (as defined in the Tariff/Terms and Conditions of Service).

7. Labeling.

- a. Adult Signature Required. Shipper shall only engage UPS to transport Wine Shipments destined for adult consignees. Adult means a person 21 years of age or older. All Wine Shipments shall be shipped using UPS's Delivery Confirmation Adult Signature Required service, and a special UPS label requesting an adult signature upon delivery shall be affixed to each Wine Shipment. Shipper must use a UPS automated shipping system to initiate a request for Delivery Confirmation Adult Signature Required service.
- b. **Alcoholic Beverages**. Shipper shall affix a UPS "Special Delivery Instructions" sticker to each Wine Shipment.
- 8. Shipping By and To Licensed Parties. Shipper represents and warrants that, where required by applicable law, it is properly licensed to sell, export or import, or cause to be transported, Wine Shipments. Shipper shall provide on execution of this Agreement copies of all licenses evidencing shipper's authority to ship wine. Shipper shall verify with the consignee of each Wine Shipment that, where required by law, the consignee is licensed to purchase, import, or have delivered to it Wine Shipments.
- 9. Indemnification. Shipper shall indemnify, defend, and hold harmless UPS, its parent corporation, United Parcel Service, Inc. (a Delaware corporation), and its affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses (including reasonable attorneys' and consultants' fees), liabilities, penalties, costs, causes of action, enforcement procedures, and suits of any kind or nature (hereinafter "Claims"), of which UPS may hereinafter incur as a result of

- Shipper's breach of this Agreement or its non-compliance with any laws, rules or regulations applicable to the transportation of wine, whether such action is brought by a governmental agency or other person or entity.
- 10. Returns or Disposals. Where UPS is unable to deliver a package to an adult recipient for any reason, and return of the package is refused by the shipper, or the package cannot otherwise be returned to the shipper, UPS shall retain the right at its sole discretion to dispose of the package. Shipper shall promptly provide all cooperation that may be required by UPS to effect a return of such a package, including completing any necessary forms and accepting return or alternate delivery. Without prejudice to any other rights of UPS, Shipper shall indemnify UPS for any cost, liability, penalty or expenses it may incur in relation to such returns, including any payment of taxes or fees. UPS reserves the right to dispose of any Wine Shipment tendered for shipment which the Shipper is prohibited from shipping, which UPS is not authorized to accept, which UPS states that it will not accept, or which UPS has a right to refuse.
- 11. **Daily Pick Up Location Only.** Shipper shall tender Wine Shipments at Shipper's daily pick up location only.
- **12. Account Limited to Wine Shipments.** The UPS Account Number set forth below is exclusively to be used for Wine Shipments. Shipper shall not use the UPS Account Number to tender any shipments other than Wine Shipments. Shipper may, however, include other non-alcoholic items in Wine Shipment packages.
- 13. No Dangerous Goods or Hazardous Materials. Shipper shall not tender any Wine Shipment that is subject to dangerous goods or hazardous materials laws or regulations.
- **14. Term.** The term of this Agreement shall be for one year from the date set forth below. This Agreement shall be automatically renewed for successive one-year periods unless earlier terminated in accordance with its terms.
- **15. Entire Agreement**. If any provision of this Agreement conflicts with any provision of any other agreement between the parties, the provisions of this Agreement shall prevail.
- 16. Amendment. UPS shall have the right to unilaterally modify or amend any requirements for Wine Shipments, including as set forth in Addendum A, at any time without prior notice. Notwithstanding the foregoing, UPS may amend this Agreement in part or in whole at any time upon seven (7) days written notice to Shipper.
- 17. Termination. UPS shall have the right to terminate this Agreement immediately and to cease providing service to Shipper if Shipper fails to comply with any provisions of this Agreement and/or any applicable laws or regulations. If Shipper ships Wine Shipments from more than one location, and Shipper fails to comply with any provisions of this Agreement and/or any applicable laws or regulations, UPS shall have the right, in its sole discretion, to terminate some or all of Shipper's shipment locations or limit such termination to those locations where the failure to comply occurred. Either party may terminate this Agreement at any time upon seven (7) days' written notice to the other party.

IN WITNESS WHEREOF, the undersigned have set their hands this

day of

ACCEPTED AND AGREED TO:

SHIPPER: Gift Marketing Alliance

Shipper#: X52V44

Signature:

-E3AB53C313B94E5..

Address:

Delabie: Quintana

Title!

UNITED PARCEL SERVICE, INC.

Signature: AM Smith

Name: JOAN SMITH

Title: AE

Carrier Agreement



This Agreement ("Agreement") is made and entered into by and between GIFT MARKETING ALLIANCE ("Customer") and United Parcel Service Inc., an Ohio Company ("UPS").

Pricing. UPS will provide the pickup and delivery services ("Services") as set forth below subject to the terms of this Agreement. These Services will be provided with the incentives ("Incentives") as also set forth below. These Incentives shall only be available to the locations and account numbers approved and identified in **Addendum A**. Account numbers of Customer and its affiliates, each of which is more than fifty percent (50.0%) owned by Customer, may be added or deleted only by mutual written agreement of Customer and UPS and require seven (7) business days' notice to UPS to become effective. Customer is prohibited from reselling or offering Incentives to any other party without the prior written consent of UPS and failure to comply with this prohibition may result in immediate cancellation of this Agreement.

Customer acknowledges and agrees that the Incentives and the minimum rates in **Addendum B** are based on and derived from the most recently published UPS Daily Rates available at www.ups.com and are subject to change based on changes to such list rates. Each eligible package (or shipment) and accessorial will receive its applicable Incentive for the term of this Agreement. Incentives are applied on a weekly basis unless otherwise specified. Incentives shall be applied to prepaid outbound shipments unless otherwise noted. This Agreement will be subject to periodic review by UPS for Customer compliance.

Automation. Customer agrees to supply the UPS Service Provider with a hard copy summary manifest at the time that the packages are tendered to UPS for shipment and provide UPS with Timely Upload of electronic Package Level Detail ("PLD") in a form acceptable to UPS. PLD includes, but is not limited to, consignee's full name, complete delivery address, package weight and zone. Timely Upload is defined as the electronic transmission of PLD to UPS at the time the packages are tendered to UPS. Customer agrees to provide smart labels on all packages tendered to UPS. A smart label, as defined herein and described in the current UPS Guide to Labeling, which may be updated from time to time by UPS, includes, but is not limited to, a MaxiCode, Postal Bar Code, current UPS Routing Code, appropriate UPS Service Icon and a UPS 1Z Tracking Number Bar Code. Customer further agrees that all shipping locations will use a UPS OnLine or OnLine compatible shipping solution that is approved and authorized by UPS as such.

Payment Terms. Customer agrees to pay for all shipments in full within the time period required by UPS.

SurePost. Rates applicable to UPS SurePost Service are set forth at www.ups.com/content/us/en/preferred/lws_index.html.

Service. All Services provided by UPS shall be pursuant to the UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service in effect at the time of shipping, each of which are incorporated herein by reference and which may be subject to change without prior notice and which, together with this Agreement, are the entire agreement and understanding between Customer and UPS relating to the relationship under this Agreement, superseding all prior or contemporaneous agreements or understandings. UPS Sure Post Service is provided pursuant to the UPS Sure Post Terms of Service, located at www.ups.com/content/us/en/preferred/lws_index.html, which are also incorporated herein by this reference.

<u>Confidentiality.</u> Customer and UPS agree to maintain the confidentiality of this Agreement including its rates, terms and Incentives as well as any discussions during the Term concerning the meaning or application of such terms or any changes to them, or concerning a renewal of this Agreement or the negotiation of a new agreement including any new proposals provided by UPS to Customer ("Confidential Information") unless disclosure is required by law. Neither party shall post or publically display Confidential Information or share with any third party without written consent of the other party.

Offer Expiration and Prior Agreements. This offer is void if not accepted by May 6, 2021 ("Deadline"). Customer may accept Agreement by providing a duly signed copy of this Agreement to UPS by the Deadline. This Agreement supersedes all other agreements between the Customer and UPS regarding these Services. This Agreement is hereby signed and executed by authorized representatives of both parties.

Term. The Incentives contained in this Agreement take effect on the Monday following the signing of this Agreement or the Effective Date, whichever is later and continue until terminated by either party. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other. In addition to these termination rights, UPS shall have the right to terminate the UPS SurePost Service Incentive Program set forth herein immediately (i) if Customer fails to comply with any term of the UPS SurePost, or (ii) if the US Postal Service eliminates or changes the terms under which it provides the Lightweight Parcel Select Service for packages tendered pursuant to UPS SurePost.

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UPS	Customer
United Parcel Service Inc.	GIFPONFAREKEYTING ALLIANCE DUblic Quintana B <u>y:</u>
Ву:	By: E3AB53C313B94E5
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Date Signed:	4/12/2021 8:12 pm pnT
Effective Da	ate:

Addendum A List of Account Numbers



GIFT MARKETING ALLIANCE'S UPS accounts identified below shall be included in the Agreement. The following accounts shall have their activity committed and are eligible for Incentives as specified in the Addendum B:

ACCOUNT NAME AND ADDRESS

Section 1:

0000V029W6 GIFT MARKETING ALLIANCE

8550 N 91ST AVE PEORIA, AZ 85345

0000X52V44 GIFT MARKETING ALLIANCE NW

8550 N 91ST AVE PEORIA, AZ 85345

Note: If there is an account number for the same service included in another UPS agreement, such account number will be deemed deleted from such other agreement as of the effective date.

Addendum B Incentives



All incentives contained in this Addendum B apply to the UPS rates in effect at the time of shipment and shall be applied on a weekly basis unless otherwise specified. ¹

UPS SurePost® - 1lb or greater - Residential Package - Prepaid - Incentive Off Effective Rates

Weight (lbs.)	All Zones
1 - 9	33%
10 - 70	10%

UPS SurePost® - Less than 1lb - Residential Package - Prepaid - Incentive Off Effective Rates

Weight (oz.)	All Zones	
1 - <16	33%	

Accessorials

Accesorial	Incentive
SurePost-Delivery Area Surcharge	65%
SurePost-Delivery Area Surcharge Extended	0%

Minimum Net Charge

For each shipment, Customer agrees to pay the greater of the (a) net shipment charge based on the above incentives or (b) the minimum net shipment charge.

Service	Minimum Per	Zone	Base Rate	Adjustment
UPS SurePost® - 1lb or greater - Residential Package - Prepaid	Package	ALL	UPS SurePost® Zone 002 1 lb.	-\$3.08
UPS SurePost® - Less than 1lb -	Package	ALL	UPS SurePost® Zone 002 1 oz.	-\$3.08
Residential Package - Prepaid				

UPS SurePost® - 1lb or greater - Dimensional Weight

Dimensional Weight

UPS will apply the lower of either the Dimensional Weight Threshold factor below or the Dimensional Weight Threshold factor in effect at the time of shipping as indicated in the UPS SurePost Terms of Service, located at www.ups.com/content/us/en/preferred/lws_index.html. All shippers, services and zones not specified will be billed using the Dimensional Weight factor indicated in the UPS SurePost Terms of Service effective at the time of the shipment.

Dimensional Weight (Custom Cubic Inch Threshold) by Zone	
ALL	
1728	

UPS reserves the right to re-evaluate the package characteristics and adjust the Dimensional Weight (Custom Divisor\ Custom Cubic Inch Threshold) accordingly upon 30 days written notice to Customer.

Notes:

1. Incentives are based on and derived from the most recently published Daily Rates and adjusted periodically pursuant to the terms and conditions of the Carrier Agreement. Updated rate charts will be made available to Customer by contacting your UPS account executive. Rates applicable to UPS SurePost Service are set forth at www.ups.com/content/us/en/preferred/lws_index.html and are not applicable to shipments originating from account numbers that are not included in this agreement. Transportation charges for UPS SurePost packages will be included in any applicable Small Package Freight commitments.

