

## SUPPLEMENT A TO MASTER SERVICES AGREEMENT

This Supplement A (this “**Supplement**”) is entered into effective October 1, 2023 (the “**Supplement Effective Date**”) by and between WestRock Fulfillment Company, a corporation having a principal place of business at 1000 Abernathy Road, Atlanta, GA, 30328, United States (“**WestRock**”), and NB Ventures, Inc. DBA GEP, a Delaware corporation having a principal place of business at 100 Walnut Avenue, Suite 3000, Clark, NJ (“**Supplier**”) (collectively, the “**Parties**” and each, a “**Party**”).

This Supplement is entered into pursuant to and subject to that certain Master Services Agreement dated as of September 11, 2023 by and between the Parties (as amended, modified or supplemented from time to time, the “**Master Services Agreement**” or “**MSA**”), the terms of which, except as may be expressly modified or excluded herein, are incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. SCHEDULES; DEFINITIONS.

#### 1.1 Schedules. The following Schedules are incorporated by reference in this Supplement:

Schedule A-1	Supplement Definitions
Schedule A-2	Service Descriptions
Schedule A-3	Service Levels
Attachment A-3.1	Service Level Definitions
Attachment A-3.2	Savings Methodology
Schedule A-4	Pricing
Schedule A-5	Personnel
Schedule A-6	Governance
Schedule A-7	Reports
Schedule A-8	Reserved
Schedule A-9	WestRock Satisfaction Surveys
Schedule A-10	Transition Plan
Schedule A-11	Transformation Plan
Schedule A-12	In-Flight and Planned Projects
Schedule A-13	Approved Facilities
Schedule A-14	Business Continuity and Disaster Recovery
Schedule A-15	Technical Solution
Schedule A-16	WestRock Third Party Software
Schedule A-17	Reserved
Schedule A-18	Reserved
Schedule A-19	Subcontractors
Schedule A-20	Supplier Software and Tools

**1. DEFINITIONS.**

- (a) Exhibit 1 to the MSA is hereby supplemented with the definitions set forth in Schedule A-1.
- (b) The definitions added by this Supplement shall apply only with respect to the Services provided under this Supplement.

**2. SERVICES.**

**2.1 Services.** Supplier shall perform the Services described in Schedule A-2.

**2.2 Deliverables.** Supplier shall complete the Deliverables described in Schedule A-2.

**3. SERVICE LEVELS.**

Supplier shall provide the Services so as to meet or exceed the Service Levels identified in Schedule A-3.

**4. PRICING.**

**4.1** The Charges for this Supplement are set forth in Schedule A-4.

**5. PERSONNEL PROVISIONS.**

**5.1 Key Supplier Personnel.** In accordance with Section 8.1 of the MSA, the Key Supplier Personnel positions under this Supplement and, to the extent applicable, an individual listed for a position is approved by WestRock to hold such position as of the Supplement Effective Date, are set forth in Schedule A-5.

**6. GOVERNANCE.**

**6.1** In addition to any governance requirements set forth in Section 9.3 of the MSA and Exhibit 6 to the MSA, the Parties shall govern the Services relationship pursuant to the terms set forth in Schedule A-6.

**7. REQUIRED REPORTS.**

**7.1** Required Reports as part this Supplement are set forth in Schedule A-7.

**8. RESERVED.**

**9. WESTROCK SATISFACTION.**

**9.1 Supplement WestRock Requirements.** Supplier shall conduct and report upon WestRock satisfaction surveys as set forth in Schedule A-9.

**10. TRANSITION PLAN.**

**10.1** In accordance with Section 4.2 of the MSA, Schedule A-10 sets forth the initial Transition Plan for Services under this Supplement.

**11. TRANSFORMATION PLAN.**

**11.1** In accordance with Section 4.8 of the MSA, Schedule A-11 sets forth the initial Transformation Plan for Transformation Services under this Supplement.

**12. IN-FLIGHT AND PLANNED PROJECTS.**

**12.1** In-Flight and Planned Projects as part of this Supplement are set forth in **Schedule A-12.**

**13. FACILITIES.**

**13.1** Supplier Facilities and WestRock Facilities for this Supplement are set forth in **Schedule A-13:**

**14. BUSINESS CONTINUITY AND DISASTER RECOVERY.**

**14.1** In addition to Supplier's obligations under **Section 9.14(e)** of the MSA, the Services include Supplier's performance of the Supplier business continuity and disaster recovery obligations set forth in **Schedule A-14.**

**15. TECHNICAL SOLUTION.**

**15.1** The Services will be delivered pursuant to the technical solution set forth in **Schedule A-15.**

**16. WESTROCK-PROVIDED SOFTWARE.**

**16.1** WestRock will provide Supplier with access to Third-Party Software as set forth in **Schedule A-16.**

**17. RESERVED.**

**18. RESERVED.**

**19. SUBCONTRACTORS.**

**19.1** In accordance with **Section 9.11(a)** of the MSA, **Schedule A-19** lists Subcontractors approved under this Supplement for the provision of the types of Services under this Supplement noted therein.

**20. SUPPLIER SOFTWARE AND TOOLS.**

**20.1** **Schedule A-20** lists the Supplier Owned Software and Third Party Software that Supplier shall use to perform the Services under this Supplement.

**21. RESERVED.**

**22. INSURANCE REQUIREMENTS.**

There are no insurance requirements required for this Supplement in addition to those set forth in **Exhibit 2** of the MSA.

**23. RESERVED.**

**24. RESERVED.**

**25. RESERVED.**

**26. RESERVED.**

**27. DISENGAGEMENT SERVICES.**

There are no disengagement services required for this Supplement in addition to those Disengagement Services described in **Section 20.8** of the MSA.

**28. WESTROCK AUTHORIZED SIGNATORIES.**

The WestRock Personnel set forth below are hereby approved by WestRock to execute and initiate Change Orders and Work Orders in connection with this Supplement. WestRock may revise this list from time to time by written notice to Supplier that is (a) provided in accordance with **Section 21.3(a)** of the MSA and (b) signed by the WestRock Relationship Manager.

<b>Name</b>	<b>Title/Role</b>
Jim Gruwell	SVP Procurement
Rodrigo Rodrigues	Director, Procurement Transformation

**29. SUPPLEMENT TERM.**

The Supplement Term shall commence as of 12:00:01 a.m., Central Time on the Supplement Effective Date and continue until 11:59:59 p.m., Central Time, on September 30, 2028 unless the Supplement Term is terminated or extended as provided herein or in the MSA, in which case the Supplement Term shall end at 11:59:59 p.m., Central Time, on the effective date of such termination or the date to which the Supplement Term is extended. The Commencement Dates for this Supplement are as set forth in **Schedule A-4**.

**30. MSA TERMS.**

**30.1** In accordance with **Section 1.1(c)** of the MSA, and in accordance with **Section 21.13** of the MSA and notwithstanding **Section 21.2** of the MSA, the MSA shall supersede the following agreements (collectively, the “**2022 Agreement**”) not on the Effective Date but instead, January 1, 2024:

- (a) Master Service Agreement dated February 23, 2022, between the Parties (the “**2022 MSA**”);
- (b) Statement of Work for Strategic Sourcing Services, dated March 1, 2022, between the Parties (the “**2022 SOW**”);
- (c) Change Request #1 to the 2022 MSA and the 2022 SOW, dated November 2, 2022, between the Parties (“**2022 Change Request #1**”); and
- (d) Change Request #2 to the 2022 MSA and the 2022 SOW, dated January 17, 2023, between the Parties (“**2022 Change Request #2**”).

**30.2** The Parties acknowledge and agree that the ongoing projects being performed by Supplier under the 2022 Agreement that are referenced in **Schedule A-12**, except for those projects at Source Step “4. Negotiation” (which shall not become subject to this Agreement), will remain subject to the 2022 Agreement until January 1, 2024 and thereafter shall be subject to this Agreement,.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties have caused this Supplement to be executed by their respective duly authorized representatives as of the Supplement Effective Date.

**WESTROCK FULFILLMENT COMPANY**

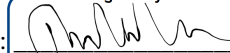
**NB VENTURES, INC.**

DS  


DocuSigned by:  
By: Peter Anderson  
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Title: Chief supply chain officer

Date: 11/29/2023

DocuSigned by:  
By:   
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Title: COO

Date: 11/29/2023

## **Schedule A-1**

### **Definitions**

#### **1. Introduction**

This **Schedule A-1**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023 between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule A shall have the respective meanings elsewhere in the Supplement or **Exhibit 1** to the MSA.

#### **2. Definitions**

- 2.1.** “**2022 Agreement**” shall have the meaning given in Supplement A.
- 2.2.** “**2022 Change Request #1**” shall have the meaning given in Supplement A.
- 2.3.** “**2022 Change Request #2**” shall have the meaning given in Supplement A.
- 2.4.** “**2022 SOW**” shall have the meaning given in Supplement A.
- 2.5.** “**Acceptance Criteria**” shall mean the standards required to be met for a Deliverable to be accepted as set forth in the applicable Schedule.
- 2.6.** “**Annual Base Charges**” shall have the meaning given in **Schedule A-4**.
- 2.7.** “**Annual Review**” shall have the meaning given in **Schedule A-3**.
- 2.8.** “**APAC**” shall mean Asia-Pacific.
- 2.9.** “**ASNs**” shall have the meaning given in **Schedule A-2**.
- 2.10.** “**Automated PO**” shall have the meaning given in **Schedule A-4**.
- 2.11.** “**Baseline Period**” shall have the meaning given in **Schedule A-3**.
- 2.12.** “**BC Event**” shall have the meaning given in **Schedule A-14**.
- 2.13.** “**BRD**” shall have the meaning given in **Schedule A-15**.
- 2.14.** “**Business Day**” shall mean any day except any Saturday, any Sunday or any WestRock U.S. Holiday.
- 2.15.** “**Business Impact**” shall have the meaning given in **Schedule A-3**.
- 2.16.** “**Category Council**” shall have the meaning given in **Schedule A-2**.
- 2.17.** “**COLA Charges**” shall have the meaning given in **Schedule A-4**.
- 2.18.** “**COLA Factor**” shall have the meaning given in **Schedule A-4**.
- 2.19.** “**Committed Period**” shall have the meaning given in **Schedule A-5**.
- 2.20.** “**Cost of Living Adjustment**” or “**COLA**” shall have the meaning given in **Schedule A-4**.
- 2.21.** “**Cost of Living Index**” shall have the meaning given in **Schedule A-4**.
- 2.22.** “**Critical Business Functions & Services**” shall have the meaning given in **Schedule A-14**.
- 2.23.** “**Critical Seats**” shall have the meaning given in **Schedule A-14**.
- 2.24.** “**Critical Service Level (CSL)**” shall have the meaning given in **Schedule A-3**.
- 2.25.** “**CSAT**” shall have the meaning given in **Schedule A-9**.
- 2.26.** “**EMEA**” shall mean Europe, Middle East and Africa.

- 2.27. “Fees at Risk” shall have the meaning given in Schedule A-3.
- 2.28. “Future State” shall have the meaning given in Schedule A-11.
- 2.29. “Governance Policies and Procedures Manual” shall have the meaning given in Schedule A-6.
- 2.30. “Governance Procedures” shall have the meaning given in Schedule A-6.
- 2.31. “GRN” shall have the meaning given in Schedule A-2.
- 2.32. “Hard Savings” shall have the meaning given in Attachment A-3.2.
- 2.33. “Implemented Savings” shall have the meaning given in Schedule A-3.
- 2.34. “Implemented Soft Savings” shall have the meaning given in Schedule A-3.
- 2.35. “Interim Solution” shall have the meaning given in Schedule A-11.
- 2.36. “Issue Log” shall have the meaning given in Schedule A-6.
- 2.37. “Joint Executive Steering Committee” shall have the meaning given in Schedule A-6.
- 2.38. “Joint Governance Committees” shall have the meaning given in Schedule A-6.
- 2.39. “Joint Management Committee” shall have the meaning given in Schedule A-6.
- 2.40. “Joint Operations Committee” shall have the meaning given in Schedule A-6.
- 2.41. “Key Performance Indicators (KPIs)” shall have the meaning given in Schedule A-3.
- 2.42. “LATAM” or “Latin America” shall mean the countries in Central America and South America.
- 2.43. “Level 3” shall have the meaning given in Schedule A-11.
- 2.44. “Level 4” shall have the meaning given in Schedule A-11.
- 2.45. “Local Sourcing Network” shall have the meaning given in Schedule A-2.
- 2.46. “M1” shall have the meaning given in Schedule A-11.
- 2.47. “M2” shall have the meaning given in Schedule A-11.
- 2.48. “M3” shall have the meaning given in Schedule A-11.
- 2.49. “Managed” shall have the meaning given in Schedule A-3.
- 2.50. “Manual PO” shall have the meaning given in Schedule A-4.
- 2.51. “Measurement Window” shall have the meaning given in Schedule A-3.
- 2.52. “Minimum Service Level” shall have the meaning given in Schedule A-3.
- 2.53. “Minimum Service Level Default” shall have the meaning given in Schedule A-3.
- 2.54. “MRO/FM” shall have the meaning given in Schedule A-2.
- 2.55. “NA” shall mean North America.
- 2.56. “Non-Critical Seats” shall have the meaning given in Schedule A-14.
- 2.57. “Ongoing Solution” shall have the meaning given in Schedule A-15.
- 2.58. “Organizational Change” shall have the meaning given in Schedule A-10.
- 2.59. “Original Facility” shall have the meaning given in Schedule A-14.
- 2.60. “P2P” shall have the meaning given in Schedule A-4.
- 2.61. “PO” shall have the meaning given in Schedule A-2.

- 2.62. “Policy Compliant” shall have the meaning given in Schedule A-3.
- 2.63. “PR” shall have the meaning given in Schedule A-2.
- 2.64. “Price Block Status” shall have the meaning given in Schedule A-3.
- 2.65. “Program Transition” shall have the meaning given in Schedule A-10.
- 2.66. “Realized Hard Savings” shall have the meaning given in Schedule A-3.
- 2.67. “Resolved” or “Resolution” shall mean that the issue has been corrected to WestRock’s satisfaction such that the applicable task can now be performed and the business impact is alleviated, and the issue is marked as “Resolved” in the applicable log or tool.
- 2.68. “Roadshows” shall have the meaning given in Schedule A-10.
- 2.69. “ROW” or “Rest of the World” shall mean in-scope countries that are not NA, EMEA, APAC or LATAM.
- 2.70. “S2C” shall have the meaning given in Schedule A-4.
- 2.71. “S2P” shall mean “source to pay” and describe the end-to-end process involved in procurement.
- 2.72. “Savings” shall have the meaning given in Attachment A-3.2.
- 2.73. “Service Level Default” shall have the meaning given in Schedule A-3.
- 2.74. “SMEs” shall have the meaning given in Schedule A-15.
- 2.75. “Soft Savings” shall have the meaning given in Attachment A-3.2.
- 2.76. “Solution” shall have the meaning given in Schedule A-15.
- 2.77. “SOP” shall have the meaning given in Schedule A-2.
- 2.78. “Spot Buy” shall have the meaning given in Schedule A-2.
- 2.79. “Spot Buy Request” shall have the meaning given in Schedule A-2.
- 2.80. “SSO” shall have the meaning given in Schedule A-15.
- 2.81. “Steady State Services” shall have the meaning given in Schedule A-4.
- 2.82. “Supplier Transformation Team” shall have the meaning given in Schedule A-11.
- 2.83. “Supplier Transition Team” shall have the meaning given in Schedule A-10.
- 2.84. “Target Service Level” shall have the meaning given in Schedule A-3.
- 2.85. “Target Service Level Default” shall have the meaning given in Schedule A-3.
- 2.86. “TAT” shall have the meaning given in Schedule A-3.
- 2.87. “TCO” or “Total Cost of Ownership” shall have the meaning given in Schedule A-2.
- 2.88. “Termination Date” shall have the meaning given in Schedule A-4.
- 2.89. “Tier 1” shall have the meaning given in Schedule A-3.
- 2.90. “Tier 2” shall have the meaning given in Schedule A-3.
- 2.91. “Total Annual Spend” shall have the meaning given in Schedule A-4.
- 2.92. “Total Spend” shall have the meaning given in Schedule A-3.
- 2.93. “Total Spend Under Contract” shall have the meaning given in Schedule A-3.
- 2.94. “Transformation” shall have the meaning given in Schedule A-11.
- 2.95. “Transformation Deliverables” shall have the meaning given in Schedule A-11.



- 2.96.** “Transition” shall have the meaning given in Schedule A-10.
- 2.97.** “Transition and Transformation Services” shall have the meaning given in Schedule A-4.
- 2.98.** “Transition Conclusion Month” shall have the meaning given in Schedule A-10.
- 2.99.** “True Up” shall have the meaning given in Schedule A-3.
- 2.100.** “VAVE” shall have the meaning given in Schedule A-2.
- 2.101.** “Vendor” shall mean any third-party supplier with whom WestRock does business.
- 2.102.** “WestRock Finance” shall mean WestRock’s finance team.
- 2.103.** “WestRock Procurement” shall mean WestRock’s procurement team.
- 2.104.** “WestRock Transformation Team” shall have the meaning given in Schedule A-11.
- 2.105.** “WestRock Transition Team” shall have the meaning given in Schedule A-10.
- 2.106.** “WestRock U.S. Holiday” shall mean New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.
- 2.107.** “WFH” shall have the meaning given in Schedule A-14.
- 2.108.** “Working Capital Savings” shall have the meaning given in Attachment A-3.2.
- 2.109.** “Workstream” shall mean either the S2C Services or the P2P Services.

## **Schedule A-2**

### **Service Description**

#### **1. OVERVIEW**

This **Schedule A-2**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023 between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

Supplier shall provide the Services, including those set forth in this Schedule, which, at a high level, are intended to streamline WestRock’s procurement processes and enhance operational efficiency. The program objectives are focused on accessing top-tier capabilities, establishing an agile and scalable operating model, driving operational efficiency and facilitating a seamless transition supported by robust change management, including but not limited to MRO, Mill / Plant Services, Corporate Services, IT & Capital sourcing categories and associated regional support for WestRock in order to:

- Achieve cost savings as committed in **Schedule A-4**.
- Build long term strategic relationships with WestRock Vendors.
- Implement process improvements in strategic sourcing and operation execution to drive efficiency and reduce indirect spend.
- Enable digital tools and technologies, including as set forth in **Schedule A-15**, if any.
- Implement governance models to help maintain savings and policy compliance.
- Comply with legal and regulatory requirements, policies and procedures.
- Gather business requirements, identify best practice and drive alignment to implement best practice policy, process and governance.
- Enable visibility to spend and data analytics to enable actionable insights.

#### **2. MAJOR FUNCTIONS**

Without limiting the scope of the Services set forth in this Schedule, Supplier shall perform or support all functions and tasks required to perform Source-to-Contract (“**S2C**”) and Procure-to-Pay (“**P2P**”) activities. Figure 1 (In-Scope Activities), below, provides a high-level overview of the relevant categories for such Services. For clarity, “Perform Receiving”, “Manage Master Data” and “Invoice and Payments” activities, as outlined in the RACI in **Section 2.1** and **Section 2.2** are out of scope but Supplier may perform support activities as part of the Services.

Level 1	Level 2	Level 3							
Source to Contract (S2C)	Business Partnering	Stakeholder Engagement	Business Planning & Target Setting	Demand Management & Forecasting					
	Category Strategy Development	Analyze Business Strategy & Requirements	Analyze Category & Spending Trends	Ensure Category Governance	Gather Supply Market Intelligence	Define Buying Channel	Assess Strategic Options for Category	Develop Category Strategy & Value Creation Plan	
	Sourcing	Project Initiation/Chartering	Assess Opportunity / Analyze Category	Develop Sourcing Strategy	Conduct Competitive Evaluation	Negotiate & Select Suppliers	Implement Sourcing Decisions		
	Contract Management	Maintain Contract Templates	Draft Contracts	Negotiate and Execute Contracts	Manage Contract Compliance	Manage Contract Changes / Closures			
	Supplier Management	Supplier Enablement & On-boarding	Optimize Supplier Performance	Supplier Risk Management					
Procure to Pay (P2P)	PR2PO	Maintain Requisition Templates	Create, Approve / Modify, Cancel Requisitions	Create, Review and Distribute PO	Modify or Cancel PO	Perform Receiving	Manage Master Data (MDM)	Catalog Management	Helpdesk
	Invoice & Payments	Manage Invoices	Invoice Reconciliation (2/3-way matching)	Manage Supplier Payments	Administer P-Card Program	Provide Help Desk Services			

Figure 1: In-Scope Activities

## 2.1 L1: S2C Activity Overview and Responsibility Matrix

Supplier shall provide the following S2C activities, and WestRock shall perform those activities expressly identified as WestRock activities below. For clarity, with respect to any Deliverable, Developed Material or any other documentation or materials provided to WestRock under this Schedule, such items will be subject to WestRock's review and provision of feedback (if necessary), and Supplier will promptly address any such feedback. This process shall apply regardless of whether it is expressly stated in the matrix below. WestRock will provide Acceptance as applicable and as set forth under **Exhibit 1** to the MSA.

Table 1: S2C Roles and Responsibility Matrix

Process L3	Process L4	Service Description	Supplier	WestRock
<b>L2: Business Partnering</b>				
Stakeholder Engagement	Identify stakeholders and assess their needs and expectations	• Supplier will assess needs and collection of requirements of the stakeholders in L4	X	
		• WestRock will identify WestRock stakeholders		X
	Develop and execute stakeholder engagement plan	• Supplier will develop and execute stakeholder engagement plan	X	
		• WestRock will review and provide comment for Supplier's correction related to the common business goals and proposed engagement plan		X
	Establish effective communication channel and gather feedback	• Supplier will utilize stakeholder surveys for feedback, to identify areas for improvement and to track effectiveness of corrective actions	X	
		• WestRock will identify the stakeholders to request feedback		X

Process L3	Process L4	Service Description	Supplier	WestRock
<b>Business Planning and Target Setting</b>	Align procurement objectives with business goals and set targets	<ul style="list-style-type: none"> <li>Supplier will provide guidance to WestRock to help identify, prioritize, and execute on the objectives, goals and targets</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will create and Accept procurement objectives, business goals, as applicable</li> </ul>		X
	Conduct market analysis and identify opportunities	<ul style="list-style-type: none"> <li>Supplier will continuously monitor and identify value-driving opportunities (e.g., to improve savings, working capital, etc.) in categories</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide feedback and Accept such opportunities, as applicable</li> </ul>		X
	Develop procurement strategies, action plans and budgets	<ul style="list-style-type: none"> <li>Supplier will develop the procurement strategies, action plans and budget</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide Acceptances</li> </ul>		X
	Monitor and report on progress towards targets	<ul style="list-style-type: none"> <li>Supplier will maintain dashboards and Reports on progress towards mutually agreed upon goals</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review and provide feedback on dashboards</li> </ul>		X
	Create and maintain Reports for regular distribution	<ul style="list-style-type: none"> <li>Supplier will maintain Reports, validate data accuracy, address any WestRock feedback and get WestRock Acceptance before distributing to the steering team</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide its feedback and Accept finalized Reports for distribution to the steering team, as applicable</li> </ul>		X
	Provide data support to define procurement targets	<ul style="list-style-type: none"> <li>Supplier will provide insights and visualizations for S2C procurement targets and provide detailed data requests</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide reasonable data access and required details, where reasonably applicable</li> </ul>		X
	Set measurable target for cost reduction, cost avoidance, quality improvement, etc.	<ul style="list-style-type: none"> <li>Supplier will analyze data, compare such data with industry benchmarks and provide measurable targets for cost reduction, cost avoidance, quality improvement, etc.</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept the targets, as applicable</li> </ul>		X
<b>Demand Management and Forecasting</b>	Analyze historical demand data, market trends and understand business demand requirements	<ul style="list-style-type: none"> <li>Supplier will review historic data and gather intel from stakeholders in alignment with WestRock to identify business demand patterns to inform value drivers</li> </ul>	X	

Process L3	Process L4	Service Description	Supplier	WestRock
		<ul style="list-style-type: none"><li>WestRock will review requirements and support outreach to stakeholders, where mutually agreed upon by the Parties</li></ul>		X
	Collaborate with stakeholder to develop and validate demand forecasting models	<ul style="list-style-type: none"><li>WestRock will document estimated demand and forecasting along with stakeholders</li></ul>		X
	Plan and coordinate procurement activities based on demand forecasts	<ul style="list-style-type: none"><li>Supplier will analyze historical demand data to (i) provide recommendation for future business requirements and (ii) inform the development of procurement strategies</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will review, provide feedback and Accept proposed future business requirements including demand forecasts, as applicable</li></ul>		X
L2: Category Strategy Development				
Analyze Business Strategy and Requirements	Review overall business strategy and objectives at a company level to align with category strategy	<ul style="list-style-type: none"><li>Supplier will support WestRock in reviewing the business strategies and objectives</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will provide access to relevant stakeholders and strategies for review of the overall strategy</li></ul>		X
	Identify and define strategic procurement objectives based on the business strategy	<ul style="list-style-type: none"><li>Supplier will analyze business requirements/strategy and recommend strategic objectives</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will provide support, review provide feedback and Accept strategies, as applicable</li></ul>		X
Analyze Category and Spending Trends	Spend data aggregation and cleansing	<ul style="list-style-type: none"><li>Supplier will cleanse spend data to normalize and enrich such data (including by improving records, adding context and insights, etc.)</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will provide access to necessary raw data and review such raw data for accuracy</li></ul>		X
	Categorize spend and analyze spending patterns	<ul style="list-style-type: none"><li>Supplier will categorize and analyze spend patterns</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will review and provide feedback to Supplier’s analysis and findings</li></ul>		X
	Determine addressable spend targets and saving opportunities	<ul style="list-style-type: none"><li>Supplier will identify addressable spend targets and savings opportunities to incorporate into category strategy</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will support Supplier (e.g., by providing information in accordance with <b>Section 10.1(b)</b> of the MSA), and review and Accept targets, as applicable</li></ul>		X

Process L3	Process L4	Service Description	Supplier	WestRock
	Develop and present spend analytics dashboard and reports to leadership	<ul style="list-style-type: none"> <li>Supplier will structure and develop spend dashboards, spend cubes for visualization and alignment for WestRock</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept dashboards, as applicable</li> </ul>		X
	Drive and support continuous improvement of spend data extraction and analysis	<ul style="list-style-type: none"> <li>Supplier will identify and recommend methods to improve data extraction and spend analysis</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will, at its sole option, reasonably consider implementing recommendations made by Supplier in the above process</li> </ul>		X
	Mitigate risks with each category	<ul style="list-style-type: none"> <li>Supplier will develop strategies to mitigate category risks and create a mitigation plan</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept category risk mitigation plan, as applicable</li> </ul>		X
	Review roles and responsibility for category strategy	<ul style="list-style-type: none"> <li>Supplier will provide input on the Acceptance hierarchy and roles and responsibility for each category on an annual basis</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
<b>Category Governance</b>	Prioritize categories based on strategic importance, develop category-specific strategies	<ul style="list-style-type: none"> <li>Supplier will propose prioritization of categories and develop category-specific plans</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide feedback and review, finalizing prioritization</li> </ul>		X
	Define performance metrics and goals for each category	<ul style="list-style-type: none"> <li>Supplier will identify performance metrics and goals for each category</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, Accept and provide feedback, including if not aligned with Supplement goals, as applicable</li> </ul>		X
	Monitor category performance and identify performance gaps	<ul style="list-style-type: none"> <li>Supplier will monitor category performance and identify gaps</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide feedback as requested</li> </ul>		X
	Define and manage tail spend for all categories	<ul style="list-style-type: none"> <li>Supplier will work with WestRock to define tail spend and manage it within defined targets</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will help define the tail spend and review the spend periodically</li> </ul>		X
	Create corrective action plans	<ul style="list-style-type: none"> <li>Supplier will create an action plan, provide expertise and execute it following WestRock's Acceptance</li> </ul>	X	

Process L3	Process L4	Service Description	Supplier	WestRock
	Execute corrective action plans	<ul style="list-style-type: none"> <li>WestRock will review the corrective actions, provide feedback and Accept, as applicable</li> </ul>		X
		<ul style="list-style-type: none"> <li>Supplier to execute actions designated as Supplier responsibility</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock to execute actions designated as WestRock responsibility</li> </ul>		X
<b>Gather Supply Market Intelligence</b>	Conduct market research and analysis to identify key Vendors and assess their capabilities	<ul style="list-style-type: none"> <li>Supplier will conduct research and analysis to identify and assess Vendors using WestRock standards</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock and relevant stakeholders to provide feedback and Accept, as applicable</li> </ul>		X
	Gather data on Vendor performance, innovations, and pricing	<ul style="list-style-type: none"> <li>Supplier will gather data and leverage this information in category strategy development</li> </ul>	X	
		<ul style="list-style-type: none"> <li>Viable innovations will be escalated and evaluated by WestRock strategic business partners</li> </ul>		X
	Engage with SMEs to gather insights for category strategies	<ul style="list-style-type: none"> <li>Supplier to use SME insights while developing category strategies</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock to identify SMEs and ensure Supplier has communication channels to key stakeholders</li> </ul>		X
<b>Define Buying Channel</b>	Assess current buying channels and their effectiveness	<ul style="list-style-type: none"> <li>Supplier will analyze to identify improvement opportunities</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable, the improvement opportunities</li> </ul>		X
	Define preferred buying channels based on category requirements	<ul style="list-style-type: none"> <li>Supplier will provide recommendations on buying channels based on stakeholder and business requirements and financial controls</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept category buying channel options, as applicable, and implement changes in WestRock's discretion</li> </ul>		X
	Document guidelines and policies for using each buying channel	<ul style="list-style-type: none"> <li>Supplier will document category purchasing guidelines for business stakeholders</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
	Ensure Vendor is compliant with the appropriate buying channel	<ul style="list-style-type: none"> <li>Supplier will analyze Vendor compliance with funneled spend based on the predefined buying channel requirements and identify path to resolve non-compliance</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock to provide compliance data to Supplier and review the compliance report</li> </ul>		X

Process L3	Process L4	Service Description	Supplier	WestRock
<b>Assess Strategic Options for Category</b>	Identify and evaluate different strategic options, considering total cost of ownership among other factors	• Supplier will identify strategic options (including for managing the category) in line with WestRock policy	X	
		• WestRock will review, provide feedback and Accept, as applicable		X
	Conduct cost-benefit analysis for each option	• Supplier will evaluate the cost-benefit and provide the analysis to WestRock	X	
		• WestRock will review, provide feedback and Accept, as applicable		X
	Analyze feasibility and resource requirements and implement decisions	• Supplier will analyze factors that determine resource requirements and implement such decisions	X	
		• WestRock will review, provide feedback, Accept, as applicable, and provide the support for Supplier in implementing the decisions		X
<b>Develop Category Strategy and Value Creation Plan</b>	Define category-specific objectives and goals	• Supplier will identify category-specific goals and objectives	X	
		• WestRock will provide insights into ongoing WestRock projects and high-level goals		X
	Align on savings methodology for each sourcing project	• Supplier to develop saving methodology in line with best-in-class sourcing strategies	X	X
		• WestRock will provide support to define, review, provide feedback and Accept saving methodology, as applicable		X
	Identify value creation opportunities within each category and define action plans for achieving targets	• Supplier will identify opportunities inside each category and will define action plans to generate value creation targets	X	
		• WestRock will provide Acceptance and top-down (i.e., from leadership to hourly) support to facilitate execution		X
	Define a segmented Vendor management strategy based on strategic Importance	• Supplier will develop a Vendor segmentation strategy based on inputs	X	
		• WestRock will review, provide feedback and Accept the strategy, as applicable		X
	Track and Accept Vendors proposed cost improvement initiatives	• Supplier will maintain a list and pipeline of cost improvement initiatives and track the progress of same	X	
		• WestRock will review, provide feedback and Accept initiatives, as applicable		X
<b>L2: Sourcing</b>		•		



Process L3	Process L4	Service Description	Supplier	WestRock
<b>Project Initiation/ Chartering</b>	Define project scope and objectives	<ul style="list-style-type: none"> <li>Supplier will define scope, objectives, team formation, planning and resource allocation, etc.</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
	Establish project team and key stakeholders	<ul style="list-style-type: none"> <li>Supplier will identify potential stakeholders and team members</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will refine list of stakeholders, identify other internal point of contact and Accept the final list, as applicable</li> </ul>		X
	Develop a project charter with goals and timelines	<ul style="list-style-type: none"> <li>Supplier will develop project / sourcing strategy charter for stakeholders</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
	Define project roll out strategy	<ul style="list-style-type: none"> <li>Supplier will communicate the project roll out strategy to relevant stakeholders</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
<b>Assess Opportunity/ Analyze Category</b>	Analyze historical spend data	<ul style="list-style-type: none"> <li>Supplier will analyze historical spend data, identify potential opportunities and recommend to WestRock strategic sourcing and category management improvement initiatives</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and prioritize category opportunities for execution</li> </ul>		X
	Assess category performance and capabilities	<ul style="list-style-type: none"> <li>Supplier will assess category performance to identify sourcing opportunities such as Vendor consolidation and benefits to potential Vendor changes</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide connections to key stakeholders to evaluate suggested Vendor-related opportunities</li> </ul>		X
	Quantify opportunity value	<ul style="list-style-type: none"> <li>Supplier will define value for conducting sourcing opportunity or executing performance improvement plan</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback, Accept, as applicable, and prioritize opportunities via project initiative / charting process</li> </ul>		X
	Work with stakeholders to capture value engineering ideas and check feasibility	<ul style="list-style-type: none"> <li>Supplier will encourage and identify Value Add Value Engineering (“VAVE”) opportunities</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and provide Acceptance to execute, as applicable</li> </ul>		X

Process L3	Process L4	Service Description	Supplier	WestRock
	Execute ideas to achieve cost savings and other benefits	<ul style="list-style-type: none"> <li>Supplier will facilitate execution of VAVE opportunities</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide necessary internal business support to facilitate execution</li> </ul>		X
<b>Develop Sourcing Strategy</b>	Define sourcing objectives and priorities and align with organization goals	<ul style="list-style-type: none"> <li>Supplier will develop sourcing strategies and prioritize objectives based on WestRock requirements</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide review, feedback and Accept, as applicable</li> </ul>		X
	Evaluate make-or-buy options and alternatives	<ul style="list-style-type: none"> <li>If relevant, Supplier will evaluate make-or-buy options as part of sourcing strategy development</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
	Identify and develop a sourcing strategy, which includes re-sourcing options, sole source, pricing strategy, etc.	<ul style="list-style-type: none"> <li>Supplier will identify and develop category re-sourcing opportunities and track progress</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback to new re-sourcing opportunities</li> </ul>		X
<b>Conduct Competitive Evaluation</b>	Assess potential Vendors	<ul style="list-style-type: none"> <li>Supplier will assess potential Vendors based on WestRock category requirements (financial, safety, etc.)</li> <li>The commercial assessment will be owned by Supplier</li> </ul>	X	X
		<ul style="list-style-type: none"> <li>WestRock will review provide feedback, and Accept, as applicable – WestRock will be responsible for historic knowledge on Vendor performance and technical evaluations and will be responsible for final assessment</li> </ul>		X
	Establish requirements and expectations (Vendor code of conduct)	<ul style="list-style-type: none"> <li>Supplier will have access to and be compliant with the Vendor code of conducts</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will manage itself and operate uniformly across the business</li> </ul>		X
	Issue RFPs or RFQs to selected Vendors	<ul style="list-style-type: none"> <li>Supplier will conduct the RFX execution process end to end</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide reasonable business specific insight to Vendor questions as needed</li> </ul>		X
	Evaluate Vendor responses on technical/commercial grounds, refine offers and make recommendations	<ul style="list-style-type: none"> <li>Supplier will analyze Vendor responses, on technical/commercial grounds, refine offers and identify a recommended path forward</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
		<ul style="list-style-type: none"> <li>Supplier will develop selection criteria</li> </ul>	X	

Process L3	Process L4	Service Description	Supplier	WestRock
	Develop, review and Accept the selection criteria	<ul style="list-style-type: none"><li>WestRock will review, provide feedback and Accept the selection criteria, as applicable</li></ul>		X
Negotiate and Select Suppliers	Define negotiation objectives and strategies	<ul style="list-style-type: none"><li>Supplier will support negotiation strategy development aligning with WestRock stakeholders on business objectives</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will review, provide feedback and Accept strategy, as applicable</li></ul>		X
	Document Vendor specific negotiation tactics	<ul style="list-style-type: none"><li>Supplier will support negotiation points pertaining to each Vendor</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will review and Accept strategy, as applicable</li></ul>		X
	Negotiate contracts with Vendors	<ul style="list-style-type: none"><li>Supplier will support and lead negotiations</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will be involved in negotiations and have the right to be the final decision-maker with respect to Vendors and Vendor contracts</li></ul>		X
Select Vendor(s) based on negotiations	<ul style="list-style-type: none"><li>WestRock will be the deciding authority to finalize the Vendor selection</li></ul>		X	
Implement Sourcing Decisions	Develop an implementation plan and communicate to stakeholders	<ul style="list-style-type: none"><li>Supplier will create the implementation and communication plan</li></ul>	X	X
		<ul style="list-style-type: none"><li>WestRock will provide to stakeholders for review, provide feedback, and execute on the plan and ultimately make the decision</li></ul>		X
	Transition Vendor relationships and contracts	<ul style="list-style-type: none"><li>Supplier will ensure transition of Vendor relationship and contracts</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will support and provide guidance as necessary</li></ul>		X
	Monitor and address implementation issues and resolution support	<ul style="list-style-type: none"><li>Supplier will monitor implementation roadblocks, review them with WestRock stakeholders and identify potential solutions</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will review, provide feedback, Accept a potential solution as applicable and support issue resolution, escalating if necessary</li></ul>		X
L2: Contract Management				
Maintain Contract Templates	Review and update existing contract templates and ensure compliance with relevant teams	<ul style="list-style-type: none"><li>Supplier will regularly review and assess the effectiveness and relevance of existing contract templates and identify improvement opportunities</li></ul>	X	
		<ul style="list-style-type: none"><li>WestRock will review identified changes and provide feedback, and Accept, as applicable</li></ul>		X
	Standardize contract language and terms	<ul style="list-style-type: none"><li>Supplier will develop a standardized set of terms and conditions that can be applied to various contracts and</li></ul>	X	

Process L3	Process L4	Service Description	Supplier	WestRock
		incorporate industry specific terms to address unique requirements		
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept changes, as applicable</li> </ul>		X
<b>Draft Contracts</b>	Draft WestRock contract templates and customize to suit the requirement	<ul style="list-style-type: none"> <li>Supplier will select contract templates to specific sourcing projects and modify to accommodate Vendor types</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept template selection and draft contract template, as applicable</li> </ul>		X
	Select the appropriate template and ensure all necessary fields are captured	<ul style="list-style-type: none"> <li>Supplier will select the appropriate template and ensure completion of all necessary fields and data</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
	Draft the contract and follow the Acceptance hierarchy	<ul style="list-style-type: none"> <li>Supplier will recommend modifications to templates based on collaboration and feedback with category stakeholders for WestRock consideration</li> </ul>	X	
<b>Negotiate and Execute Contracts</b>	Prepare Vendor specific negotiation strategy	<ul style="list-style-type: none"> <li>Supplier will ensure including WestRock prior knowledge in preparation of Vendor specific negotiation points</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide support with applicable prior information and provide suggestions to improve negotiation strategy</li> </ul>		X
	Review contract and negotiate terms with Vendor within defined timelines	<ul style="list-style-type: none"> <li>Supplier will review Vendor comments, consult with WestRock SMEs and support authoring of Vendor contracts through WestRock's contract terms negotiation process</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept term changes, as applicable when necessary</li> </ul>		X
	Make necessary changes requested after aligning with internal team	<ul style="list-style-type: none"> <li>Supplier will make necessary, WestRock-requested changes to the contract after alignment</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide recommendations and requests, as applicable</li> </ul>		X
	Get the right Acceptance as defined by hierarchy	<ul style="list-style-type: none"> <li>Supplier will follow WestRock contract Acceptance process</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock necessary stakeholders will review, provide feedback and Accept, as applicable</li> </ul>		X

Process L3	Process L4	Service Description	Supplier	WestRock
	Review and get Acceptance from Vendor team	<ul style="list-style-type: none"> <li>Supplier will manage communication with Vendors to receive required Acceptances</li> </ul>	X	
<b>Manage Contract Changes / Closures</b>	Identify contracts approaching expiration or termination	<ul style="list-style-type: none"> <li>Supplier will manage contracts approaching expiration (or termination, if applicable) once notified</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will allow access to and configuration of WestRock Systems that will identify contracts approaching expiration (or termination, if applicable) and notify Supplier team</li> <li>WestRock will provide inputs on any other pending actions on the contract</li> </ul>		X
	Identify any revisions to contracts and address outstanding issues	<ul style="list-style-type: none"> <li>Supplier will identify and manage revision requests</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide revision Acceptance, as applicable</li> </ul>		X
	Make necessary revisions and follow the Acceptance hierarchy	<ul style="list-style-type: none"> <li>Supplier will make necessary revisions following Acceptance hierarchy</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will Accept, as applicable, as needed</li> </ul>		X
	Contract closure activities	<ul style="list-style-type: none"> <li>Supplier will make sure all activities (balance payments, receiving goods, etc.) are completed to close out contract</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, providing connections to stakeholder support, as applicable</li> </ul>		X
	Prepare and circulate contract maintenance reports	<ul style="list-style-type: none"> <li>Supplier to develop contract maintenance report that will also highlight activities to be completed post-contract closure, as applicable</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock to review closure process, and take relevant WestRock actions</li> </ul>		X
	Create, Accept amendment templates to be used in accordance with WestRock policy	<ul style="list-style-type: none"> <li>Supplier to create amendment templates in accordance with WestRock policies</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock to review, provide feedback and Accept amendment templates, as applicable</li> </ul>		X
<b>Supplier Enablement and On-boarding</b>	Supplier will share all onboarding necessities via a form (risk compliance, payment details, etc.)	<ul style="list-style-type: none"> <li>Supplier will ensure all Vendors shortlisted for award have completed the onboarding forms</li> </ul>	X	
	Communicate established procurement channels to Vendor	<ul style="list-style-type: none"> <li>Supplier will implement and communicate to WestRock the appropriate channel decided in the category strategy phase</li> </ul>	X	

Process L3	Process L4	Service Description	Supplier	WestRock
		<ul style="list-style-type: none"> <li>WestRock will provide feedback on any changes, as needed</li> </ul>		X
	Establish Vendor transition strategy and goal (improving resilience, cutting cost, etc.)	<ul style="list-style-type: none"> <li>Supplier will support development of Vendor transition strategy</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback, Accept strategy as applicable and ensure connections are made with key stakeholders</li> </ul>		X
	Develop a communication plan for transitioning the new Vendor	<ul style="list-style-type: none"> <li>Supplier will ensure development of the communication plan for transitioning the new Vendor</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept the plan, as applicable and provide internal support if there are challenges from the business</li> </ul>		X
	Maintain accurate Vendor records	<ul style="list-style-type: none"> <li>Supplier to ensure records and Vendor data in Supplier Systems are housed in WestRock system of records</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock to maintain Vendor records on WestRock Systems as per the pre-defined WestRock guidelines</li> </ul>		X
	Ensure the Vendor enablement activities are performed	<ul style="list-style-type: none"> <li>WestRock to review and confirm performance of the Vendor enablement activities</li> </ul>		X
<b>Optimize Strategic Supplier Performance</b>	Track Vendor performance	<ul style="list-style-type: none"> <li>In accordance with <b>Schedule A-3</b>, Supplier will track agreed upon KPIs related to Vendor performance metrics</li> </ul>	X	
	Monitor performance periodically and take necessary corrective actions by collaborating with the Vendor	<ul style="list-style-type: none"> <li>In accordance with <b>Schedule A-3</b>, Supplier will monitor KPIs, identify corrective actions and coordinate execution</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept actions, as applicable and provide internal business support as needed</li> </ul>		X
	Vendor issue resolution and dispute management	<ul style="list-style-type: none"> <li>Supplier will manage issues and disputes, identifying a path forward via escalations or other methods</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will lead the activity based on categories and leverage Supplier to work on the identified path forward</li> </ul>		X
	Develop risk management framework for Vendors in managed categories and setup review frequency	<ul style="list-style-type: none"> <li>Supplier will identify and manage a risk management framework for managed categories and propose review frequency with WestRock team</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept risk</li> </ul>		X

Process L3	Process L4	Service Description	Supplier	WestRock
		management framework for Vendor segments, as applicable		
	Monitor risk (build transparency and strong ethical norms in the contract)	<ul style="list-style-type: none"> <li>Supplier will monitor risk on a recurring basis to limit supply disruptions, among other high priority risks</li> <li>Supplier will also identify mitigation strategies and inform WestRock of same.</li> </ul>	X	
	Institute governance and regular review	<ul style="list-style-type: none"> <li>Supplier will ensure the review/governance protocols are followed</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will establish risk management governance with respect to Vendors in collaboration with Supplier</li> </ul>		X

## 2.2 P2P Activity Overview and Responsibility Matrix

Supplier shall provide the following P2P activities, and WestRock shall perform those activities expressly identified as WestRock activities below. For clarity, with respect to any Deliverable, Developed Material or any other documentation or materials provided to WestRock under this Schedule, such items will be subject to WestRock's review and provision of feedback (if necessary), and Supplier will promptly address any such feedback. This process shall apply regardless of whether it is expressly stated in the matrix below. WestRock will provide Acceptance as applicable and as set forth under **Exhibit 1** to the MSA.

Table 2: P2P Roles and Responsibility Matrix

Process L3	Process L4	Description	Supplier	WestRock
<b>L2: PR2PO</b>				
<b>Maintain Requisition Templates</b>	Identify and document details to be captured in requisition	<ul style="list-style-type: none"> <li>WestRock will define required fields to be captured in a requisition</li> </ul>		X
		<ul style="list-style-type: none"> <li>Supplier will provide industry leading insights (including a repository of various purchase requests document formats updated with any changes required)</li> </ul>	X	
	Identify variations required for different types of orders (standard PO, subcontracting, stock transfer, etc.)	<ul style="list-style-type: none"> <li>Supplier will identify variations required for different orders and develop tailor fit PRs</li> <li>Supplier will update repository with findings for improvement</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
	Create required templates and desktop procedures	<ul style="list-style-type: none"> <li>Supplier will develop a customized template and</li> </ul>	X	



Process L3	Process L4	Description	Supplier	WestRock
	for stakeholders and ensure compliance with WestRock policies	desktop procedure library for all types of requests made by the procurement team in compliance with WestRock policies		
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
<b>Create, Approve / Modify, Cancel Requisitions</b>	Identify template for requisition	<ul style="list-style-type: none"> <li>Supplier will identify appropriate templates for requisition and suggest changes as applicable</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will approve any changes needed, as applicable</li> </ul>		X
	Define workflow (manual/automatic)	<ul style="list-style-type: none"> <li>Supplier will identify process improvements or changes and automate the same to improve efficiency</li> <li>Supplier will share, on a monthly basis, Reports on processes that can be automated versus those that can not</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback, and approve changes, as applicable</li> </ul>		X
		<ul style="list-style-type: none"> <li>WestRock will submit the purchase requests (via the applicable purchasing tool)</li> </ul>		X
	Purchase request (“PR”) validation	<ul style="list-style-type: none"> <li>Supplier will screen purchase requests for any irregularities and request additional information, as needed (via the purchasing tool/emails) and verify the current pricing</li> </ul>	X	
	Manager review	<ul style="list-style-type: none"> <li>Supplier will review requests for any errors and escalate to WestRock</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and approve, as applicable</li> </ul>		X
	Verify all attachments and comments are filled	<ul style="list-style-type: none"> <li>Supplier will ensure document completion and check for errors</li> <li>Supplier will trigger a communication on the applicable purchasing tool where rectification is required by Supplier</li> </ul>	X	



Process L3	Process L4	Description	Supplier	WestRock
	Manager approval for requester (where applicable)	<ul style="list-style-type: none"> <li>Supplier will monitor for on-time approval and follow-up and/or escalate to category managers where needed (escalations can be done via email)</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will approve, as applicable, after evaluating and verifying details of the PR entered, evaluating budget constraints, feasibility and need of the request</li> </ul>		X
	Purchase manager approval (where applicable)	<ul style="list-style-type: none"> <li>Supplier will monitor for on-time approval and follow-up and/or escalate to category purchase manager where needed to avoid delays</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will approve, as applicable, after evaluating Vendor contracts, evaluating procurement policy, legal compliance with the purchase of the item or service</li> </ul>		X
	Manage partially filled/rejected requisitions	<ul style="list-style-type: none"> <li>Supplier will follow processes to ensure partially completed or rejected PRs are closed out</li> <li>Supplier will update WestRock via email on the status of partially complete and rejected PRs</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will support necessary escalation and provide approvals, as applicable</li> </ul>		X
	Check status of requisition	<ul style="list-style-type: none"> <li>Supplier will ensure PR statuses are updated and update them as needed</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock can review and check PR status</li> </ul>		X
	Inform requestor of changes to requisition	<ul style="list-style-type: none"> <li>Supplier will ensure WestRock requestor is informed of all changes via email notification and a procurement PR dashboard</li> </ul>	X	
	Make the necessary changes to the requisition	<ul style="list-style-type: none"> <li>Supplier will make changes to requisitions per WestRock stakeholder guidance and communicate the changes</li> </ul>	X	

Process L3	Process L4	Description	Supplier	WestRock
<b>Create, Review and Distribute Purchase Order ("PO")</b>		(communications can be done via emails)		
		<ul style="list-style-type: none"> <li>WestRock will provide necessary input to requisitions, as applicable</li> </ul>		X
	Purchase order is created after the PR is approved	<ul style="list-style-type: none"> <li>Supplier will create purchase order following approved WestRock processes (including creating them in the purchasing tool and sending email(s) to requestor/concerned parties)</li> </ul>	X	
	PO details (specification, quantity, contact information, price, order date, PO number, delivery timeline, etc.) are verified again for any errors	<ul style="list-style-type: none"> <li>Supplier will verify PO and identify errors (if any) from the PR stage to the PO stage</li> <li>Supplier will report the errors to WestRock via email</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide input on changes, if necessary</li> </ul>		X
	All identified errors in the PO are rectified/corrected	<ul style="list-style-type: none"> <li>Supplier will correct the errors identified and incorporate the changes into the PO</li> <li>Supplier will trigger updates on corrections either via emails or the purchasing tool, each in compliance with WestRock's standard operating procedures ("SOP")</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide appropriate approvals per SOP, as applicable</li> </ul>		X
	PO is sent to Vendor and ensure Vendor acknowledgement in time	<ul style="list-style-type: none"> <li>Supplier will follow the correct communication channel to send PO to Vendor and follow-up until Vendor acknowledges it</li> <li>Supplier will perform this using email, the purchasing tool or other communication options agreed with WestRock</li> </ul>	X	

Process L3	Process L4	Description	Supplier	WestRock
	Provide support for expedited/de-expedited orders (where applicable)	<ul style="list-style-type: none"> <li>Supplier shall expedite the order (as necessary) in accordance with WestRock policies with WestRock local sourcing for categories jointly agreed on</li> </ul>	X	
		<ul style="list-style-type: none"> <li>Supplier to review expedited orders and coordinate with WestRock to review and provide feedback to expedite, as needed</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will inform Supplier of any special requirements for expediting/de-expediting orders</li> </ul>		X
<b>Modify or Cancel PO</b>	Check status of PO	<ul style="list-style-type: none"> <li>Supplier will check PO status and monitor same for any changes</li> </ul>	X	
	Inform Vendor and WestRock of cancelation/modification from either party	<ul style="list-style-type: none"> <li>Supplier will communicate all changes to the PO to the Vendor and WestRock business stakeholder(s)</li> <li>Supplier will establish email communications to inform either party on changes requested/made by any party</li> </ul>	X	
	Modify PO (increase or decrease quantity, increase or decrease the price, etc.) or cancel the PO	<ul style="list-style-type: none"> <li>Supplier will manage modification process, ensuring approvals and making any necessary changes</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will communicate the required PO changes and approve requested changes from Vendor, as applicable</li> </ul>		X
<b>Perform Receiving</b>	Set up appropriate methods to receive Advance Shipping Notices (“ASNs”)	<ul style="list-style-type: none"> <li>WestRock will set up appropriate methods for communications to receive ASNs</li> </ul>		X
	Define particulars of an ASN	<ul style="list-style-type: none"> <li>WestRock will define the particulars of ASNs to Vendors and standardize it across Vendors</li> </ul>		X
		<ul style="list-style-type: none"> <li>WestRock will provide Supplier with the required format of ASN</li> </ul>		X
	Receive ASN from Vendor	<ul style="list-style-type: none"> <li>WestRock will take steps so that the shared services</li> </ul>		X

Process L3	Process L4	Description	Supplier	WestRock
		team receives on-time ASN from Vendors		
	Verify ASNs against corresponding POs	<ul style="list-style-type: none"> <li>WestRock will ensure the ASNs received are in accordance with the orders placed and raise any deviations with stakeholders immediately</li> </ul>		X
		<ul style="list-style-type: none"> <li>WestRock will take note of the deviations and suggest corrective actions, if applicable</li> </ul>		X
	Forward ASNs to the concerned teams	<ul style="list-style-type: none"> <li>WestRock will forward the ASNs to relevant WestRock stakeholders.</li> </ul>		X
	Compare the goods/services, invoice with PO	<ul style="list-style-type: none"> <li>WestRock will verify the goods while in the storeroom dock and check for irregularities</li> </ul>		X
	Accept/refuse the goods/services	<ul style="list-style-type: none"> <li>WestRock receiving team will accept/refuse goods after verification</li> </ul>		X
	Review and provide feedback on purchased goods	<ul style="list-style-type: none"> <li>WestRock will pass on feedback to Supplier regarding any deviations in the goods received for Supplier to take corrective actions, as applicable</li> </ul>		X
		<ul style="list-style-type: none"> <li>Supplier will resolve issues with Vendors</li> </ul>	X	
	Inform the relevant team as to material moving in to the stores to be received	<ul style="list-style-type: none"> <li>WestRock receiving teams will inform the stores teams to take next steps to complete the receipt of goods</li> </ul>		X
	Define format of Goods Receipt Notification (“GRN”)	<ul style="list-style-type: none"> <li>WestRock team will arrive at the desired format of GRN</li> </ul>		X
	Issue GRN upon successful receipt of goods	<ul style="list-style-type: none"> <li>WestRock inventory team will issue the GRN</li> </ul>		X
	Communicate GRN to relevant teams	<ul style="list-style-type: none"> <li>Supplier/WestRock will jointly own activity of communicating GRN and ensuring effective communication</li> </ul>		X
		<ul style="list-style-type: none"> <li>Supplier and WestRock will jointly own activity of communicating GRN and ensuring effective communication</li> </ul>	X	
	Define method for exception handling	<ul style="list-style-type: none"> <li>WestRock will clearly define exception handling methods</li> </ul>		X

Process L3	Process L4	Description	Supplier	WestRock
	Identify the exception at hand	<ul style="list-style-type: none"> <li>WestRock will inform all applicable exceptions to the relevant teams</li> </ul>		X
<b>Master Data Management</b>	Define data governance framework, policies and standards in accordance with ongoing procurement initiatives	<ul style="list-style-type: none"> <li>Supplier will recommend industry standard data governance framework, policies and standards to facilitate the process</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review and Accept, as applicable, taking into account MachONE considerations</li> </ul>		X
	Integrate and synchronize data across systems and execute mass data changes where required	<ul style="list-style-type: none"> <li>WestRock will use its technical know-how to synchronize data to maintain free flow of data across systems and execute mass data changes through LSMW, Innovera or other applicable tools and Systems</li> </ul>		X
	Conduct regular data audits and address issues	<ul style="list-style-type: none"> <li>WestRock will conduct regular data audits for items and Vendor master data, and identify and address issues</li> </ul>		X
	Provide initial master data and updates to the Vendor	<ul style="list-style-type: none"> <li>WestRock will ensure all the records are captured appropriately and inform Vendor of any deviations</li> </ul>		X
	Review and validate the accuracy of master data provided by the Vendor during sourcing process	<ul style="list-style-type: none"> <li>Supplier will correct any misinformation or partially filled information by Vendors</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will be informed on the steps taken and Accept, as applicable, any necessary change made</li> </ul>		X
	Train users on data management best practices	<ul style="list-style-type: none"> <li>Supplier will train its team and WestRock with curated trainings on data management best practices</li> <li>Training may be provided via tutorial videos, in-person trainings or creating documents.</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review and Accept trainings, as applicable</li> </ul>		X
<b>Catalog Management (e.g., Coupa and/or</b>	Define catalog structure and taxonomy	<ul style="list-style-type: none"> <li>Supplier will perform the tactical activity of defining taxonomy and inform WestRock (either via</li> </ul>	X	

Process L3	Process L4	Description	Supplier	WestRock
Ariba-style catalogs)		WestRock-owned purchasing tool or in a repository for catalogs)		
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
	Establish processes for catalog creation, maintenance and accuracy	<ul style="list-style-type: none"> <li>Supplier will handle the catalog processes, catalog creation, maintenance and review for accuracy</li> <li>Supplier will consider catalog as a factor during the category management and Vendor selection process</li> <li>If it is not a Vendor-managed catalog repository, Supplier will create the catalog in the purchasing tool, ensure it is up to date with the most recent information, and have a mechanism in place to periodically review it</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will review, provide feedback and Accept, as applicable</li> </ul>		X
	Collaborate with Vendors for catalog information	<ul style="list-style-type: none"> <li>Supplier will interact with the Vendors to better understand the catalog usage and management processes</li> <li>If it is a Vendor-owned catalog, then Supplier will make sure any changes requested by Vendors are submitted to Supplier via email and all changes to the catalog are Accepted by WestRock</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide support managing Vendors when communication with or input from a business stakeholder is required</li> </ul>		X
	Support standardized access to product information for users	<ul style="list-style-type: none"> <li>WestRock will ensure Supplier has necessary access to any existing catalogs and data to ensure business continuity</li> </ul>		X

Process L3	Process L4	Description	Supplier	WestRock
Helpdesk	Establish helpdesk	<ul style="list-style-type: none"> <li>• Supplier will establish a Services helpdesk to handle procurement-related inquiries for WestRock and Vendors.</li> <li>• WestRock users and Vendors will be able to engage the helpdesk through a centralized email inbox and telephone support line.</li> <li>• Inquiries will be tracked until Resolved (as defined in <b><u>Schedule A-3</u></b>) using ServiceNow to track and update ticket status</li> <li>• The detailed operating model design for engaging the Services helpdesk will be included in the Future State Operating Model Summary deliverable as set forth in Table 3 in <b><u>Schedule A-10</u></b></li> <li>• The detailed Standard Operating Procedures, including the centralized email inbox, ServiceNow configuration and telephone support line will be developed and implemented as set forth in Table 3 of <b><u>Schedule A-11</u></b>.</li> <li>• Supplier will support the languages set forth in <b><u>Section 8</u></b> during normal working hours as set forth in <b><u>Section 7</u></b> of <b><u>Schedule A-5</u></b>.</li> </ul>	X	
	Handle Vendor queries	<ul style="list-style-type: none"> <li>• Supplier will handle the Vendor inquiries for Supplier in-scope activities covered in this Schedule</li> <li>• Supplier will document all queries or issues from Vendors in a shared document or other agreed process with WestRock</li> </ul>	X	
	Handle procurement process support and workflow issues	<ul style="list-style-type: none"> <li>• Supplier helpdesk will handle procurement process concerns, workflow issues and other issues raised by WestRock</li> <li>• Supplier will utilize a tracking file or</li> </ul>	X	

Process L3	Process L4	Description	Supplier	WestRock
		ServiceNow Portal for all support issues and update the statuses accordingly		
	Handle query support for procurement users	<ul style="list-style-type: none"> <li>Supplier helpdesk will ensure all queries regarding P2P requests from WestRock are resolved within the timeframes identified in <b><u>Schedule A-3</u></b></li> </ul>	X	
		<ul style="list-style-type: none"> <li>Supplier to make support-related information available to the applicable user in a timely fashion</li> </ul>	X	
	Handle PO defect queries	<ul style="list-style-type: none"> <li>Supplier will promptly resolve PO defect queries such as insufficient PO lead time, unreleased PO, invalid PO, etc.</li> </ul>	X	
		<ul style="list-style-type: none"> <li>Supplier will make defect query-related information available to the applicable user in a timely fashion</li> </ul>	X	
	Run and review report for open items and blocked invoices	<ul style="list-style-type: none"> <li>Supplier will maintain logs of open items and follow up with stakeholders to close logs (including those related to open items and blocked invoices)</li> <li>Supplier may maintain logs and respond to same using a file or a portal</li> <li>Supplier will keep WestRock informed of open items and blocked invoices.</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will provide internal stakeholder support as needed</li> </ul>		X
	Create and disseminate report on metrics and KPIs	<ul style="list-style-type: none"> <li>Supplier helpdesk will record escalations, clearances and concerns to create reports on key metrics</li> <li>A KPI dashboard will be used to report the updates on KPIs and other metrics</li> </ul>	X	
		<ul style="list-style-type: none"> <li>WestRock will survey and review the report and Accept relevant actions, as applicable</li> </ul>		X
	Issue/ticket resolution for Procurement IT	<ul style="list-style-type: none"> <li>Supplier will resolve any technical issues that cannot</li> </ul>	X	



Process L3	Process L4	Description	Supplier	WestRock
		be resolved through standard troubleshooting procedures (via ServiceNow)		
	L2 ticket Resolution	<ul style="list-style-type: none"> <li>WestRock will support resolution activities needed beyond Supplier scope (for example, support IT-related issues, goods received but not completed by stakeholders, AP/AR issues, etc.)</li> </ul>		X
	Advanced troubleshooting for procurement technologies	<ul style="list-style-type: none"> <li>Supplier will perform analysis and research to identify the root cause of the problem, utilizing technical documentation and collaborating with other ad-hoc specialized teams if necessary</li> </ul>	X	
<b>Spot Buy</b>	One off purchase of parts or services not already under contract (each, a “ <b>Spot Buy</b> ”)	<ul style="list-style-type: none"> <li>Supplier will manage WestRock requests for one-off purchases of parts or services (each, a “<b>Spot Buy Request</b>”) and facilitate procurement of such parts or services through the appropriate buying channel.</li> <li>Each Spot Buy will comply with all quantities, specifications, lead times and any other requirements set forth on the Spot Buy Request.</li> </ul>	X	

### 3. IN-SCOPE CATEGORIES AND SPEND FOR S2C SCOPE

As of the Supplement Effective Date, in-scope spend as part of the S2C Services is \$5.3 billion across Maintenance, Repair and Operations/Facilities Management (“**MRO/FM**”), Corporate Services and IT, and CAPEX categories. S2C Spend by category and region as provided by WestRock is included in Table 3 (In-Scope S2C Spend by Category). All spend is in-scope for P2P Services. Spend amounts may be changed only by written, mutual agreement by authorized representatives of the Parties.

*Table 3: In-Scope S2C Spend by Category*

WRK Category Group	In-Scope Spend
MRO / FM	\$2.07 BN

CORP SERVICES & IT	\$1.49 BN
CAPEX	\$1.29 BN
UNCLASSIFIED & BRAZIL	\$0.40 BN
<b>TOTAL</b>	<b>~\$5.3 BN</b>

#### 4. REQUIRED RESULTS

Supplier will be responsible for meeting or exceeding applicable Service Levels and other performance standards, including but not limited to:

- Enhance and improve WestRock's sourcing and category management functions and organization
- Develop a sustainable strategic sourcing capability within WestRock that is aligned with WestRock's overall corporate goals and values
- Achieve net Total Cost of Ownership ("TCO") category savings, including implementation and any additional run costs
- Create an environment for sustained TCO savings through category management
- Manage in-scope categories and Vendors to ensure that the agreed Vendor service and quality targets are met and that negative impacts of Vendor performance on WestRock's operations are minimized
- Ensure security of supply to support product manufacturing activities and critical support services
- Achieve best practice in the entirety of WestRock's sourcing operations through facilitating knowledge sharing, recommending viable new initiatives and introducing where appropriate, Vendors with innovative cost-saving technologies and processes within the in-scope categories.
- Support other strategic initiatives and process improvement activities through participation in cross-functional teams
- Achieve business buy-in and compliance to sourcing strategies

#### 5. CATEGORY COUNCILS

For key categories identified throughout the Supplement Term, a "**Category Council**" will be formed and comprised of key WestRock Stakeholders and category managers of each Party. The purpose of the Category Council is to bring a holistic point of view from procurement and business stakeholders to best manage and continuously improve the category.

Typical Category Council activities will include but are not limited to the following:

- Approving category strategies.
- Socializing future state vision using data, metrics and analyses, within spheres of influence to drive adoption.
- Provide guidance during the sourcing process, including qualitative evaluation.
- Support implementation of category strategies and mitigate any resistance during implementation.

The members and categories where Category Councils are deemed needed will be mutually agreed between WestRock and Supplier throughout the Supplement Term.

## 6. WESTROCK LOCAL SOURCING NETWORK RESPONSIBILITIES

Support from Local Sourcing Network will be provided during the Supplement Term in accordance with the below table. The “**Local Sourcing Network**” shall mean the WestRock Personnel supporting procurement activities in WestRock-specified WestRock mills and plants. Table 4 (Local Sourcing Network Responsibilities) defines the roles and responsibilities of the Local Sourcing Network.

#	Activity
<b>1</b>	<b>Business Partnering and Category Strategy</b>
<b>1.2</b>	Represent Central Sourcing Team at the site and support nomination of key stakeholders for ‘Category Councils’
<b>1.3</b>	Help achieve local alignment to and adoption of category strategies
<b>2</b>	<b>Strategic Sourcing Support</b>
<b>2.3</b>	Collaborate on gathering site-level requirements for strategic sourcing projects
<b>2.4</b>	Support Supplier visits and on-site discussions during supplier selection process
<b>3</b>	<b>Tactical / Local Sourcing</b>
<b>3.1</b>	Execute local sourcing activities for low-spend local purchases, which will be defined as a part of the Future State Operating Model Summary as set out in <b>Section 5.1</b> of <b>Schedule A-11</b>
<b>4</b>	<b>Implementation</b>
<b>4.1</b>	Support, set-up and coordination of Supplier trials
<b>4.2</b>	Represent Central Sourcing Team at the site and communicate sourcing decisions
<b>4.3</b>	Support resolution of site-level implementation issues
<b>5</b>	<b>P2P (Order Management)</b>
<b>5.2</b>	Support with expediting and invoice resolution as needed
<b>6</b>	<b>Other</b>
<b>6.1</b>	Prioritize and respond to plant emergencies

*Table 4: Local Sourcing Network Responsibilities*

## 7. HIGH-LEVEL S2P PROCESS

Figure 2 (High-Level S2P Process) provides a high-level overview of the processes to be executed by Supplier as part of the Services. Detailed processes and SOPs for the future ways of working will be designed during Transition as described in **Schedule A-10**.

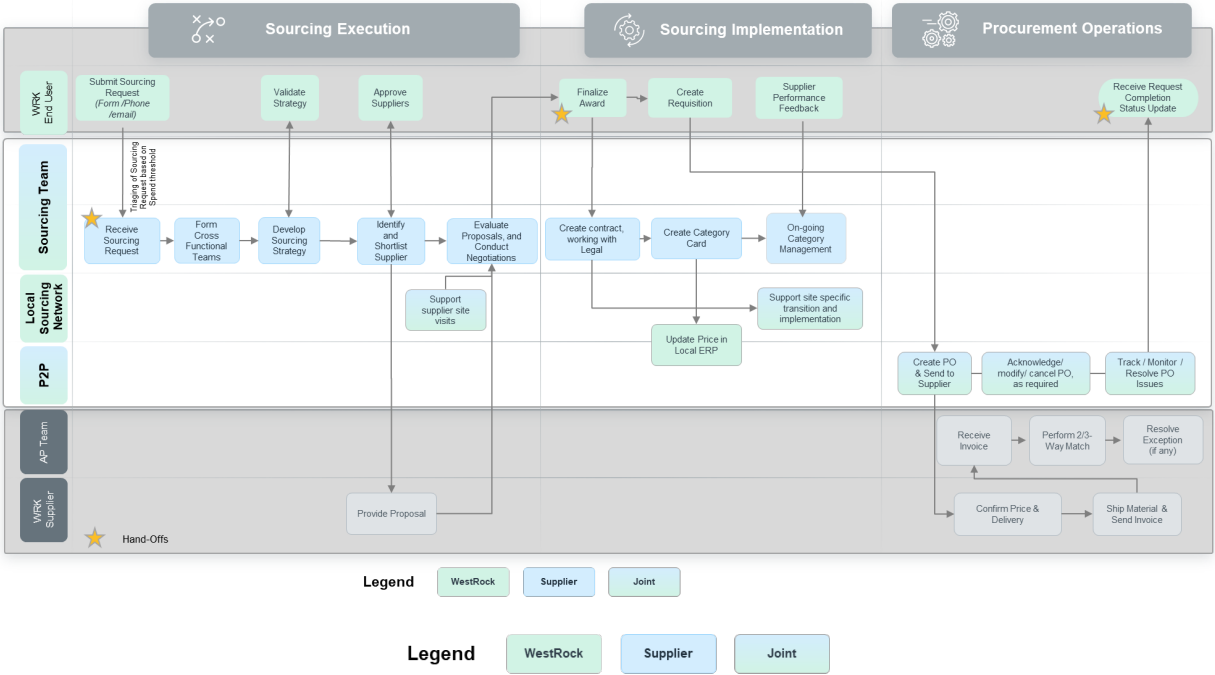


Figure 22: High-Level S2P Process

8. LANGUAGE REQUIREMENTS

Supplier will have the capability and will perform Services in the languages set forth in the table below.

Supplier Facility Location	Languages
United States	<ul style="list-style-type: none"><li>English</li></ul>
India	<ul style="list-style-type: none"><li>English</li></ul>
Costa Rica	<ul style="list-style-type: none"><li>English</li><li>Spanish</li><li>Portuguese (Brazilian)</li></ul>
Romania	<ul style="list-style-type: none"><li>English</li><li>French</li><li>Dutch</li><li>German</li><li>Czech</li><li>Hungarian</li><li>Polish</li></ul>

## Schedule A-3

### Service Levels and Variable Fees

#### 1. Introduction

- 1.1** This Schedule A-3, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “MSA”) dated September 11, 2023 between WestRock Fulfillment Company (“WestRock”) and NB Ventures, Inc. d/b/a GEP (“Supplier”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in Schedule A-1, elsewhere in the Supplement or Exhibit 1 to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.
- 1.2** This Schedule supplements Article 7 of the MSA and will govern the Service Levels that will be used to measure Supplier’s performance of the Services, Service Level Credits for failing to achieve such Service Levels, and Variable Fees for certain types of savings.
- 1.3** The following Attachments are attached to this Schedule A-3 and incorporated herein by reference:
- (a) Attachment A-3.1: Service Level Definitions
  - (b) Attachment A-3.2: Savings Methodology

#### 2. Definitions

- 2.1** “Annual Review” shall mean the joint review of Supplier’s performance of all CSLs and KPIs completed after the end of each Contract Year for assessment of all fees at risk related to Supplier credits and variable fee payouts to be made by WestRock as applicable.
- 2.2** “Baseline Period” means the period of time used to determine the data required to measure Service Levels as set forth in Section 5.2.
- 2.3** “Critical Service Level (CSL)” means a Service Level identified as a “Critical Service Level” in this Schedule with respect to which Service Level Credits may be payable to WestRock if Supplier fails to meet such Service Level.
- 2.4** “Key Performance Indicators (KPIs)” are those Service Levels for which no Service Level Credit is payable.
- 2.5** “Measurement Window” means the time during, or frequency by which, a Service Level shall be measured. Any reference to an annual measurement window would mean a Contract Year.
- 2.6** “Minimum Service Level” means the level of performance designated as such in this Supplement for each CSL and KPI as set out in Attachment A-3.1.
- 2.7** “Implemented Savings” means, for a Contract Year, the Hard Savings (as defined in Attachment A-3.2) calculated for such Contract Year and validated through the first invoice (new Vendor/price, right buying channel is set up and available for transactions).
- 2.8** “Implemented Soft Savings” means, for a Contract Year, the Soft Savings (as defined in Attachment A-3.2) calculated for such Contract Year based on annual forecasted volumes and validated through the first invoice (new Vendor/price, right buying channel is set up and available for transactions).

**2.9** “**Realized Hard Savings**” means, for a Contract Year, the Hard Savings (as defined in **Attachment A-3.2**) calculated for such Contract Year based on actual volumes.

**2.10** “**Target Service Level**” means the expected level of performance designated as such in this Schedule for each CSL and KPI as set out in **Attachment A-3.1**.

### **3. Service Level Methodology**

**3.1 Fees at Risk.** Twenty percent (20%) of the Annual Base Charges outlined in **Schedule A-4** (the “**Fees at Risk**”) will be at be at risk for Service Level Credits based on Service Levels.

**3.2 Commencement of Service Level Obligation.** Unless otherwise provided herein, Supplier shall commence measuring and reporting its performance against the Service Levels on the Service Commencement Date (or, if later, the date Supplier assumes responsibility for the applicable Services in accordance with the Transition Plan). In case of a default, Supplier shall pay associated Service Level Credits after the Baseline Period.

#### **3.3 Failure to Provide Acceptable Measurements.**

- (a) Supplier shall utilize the measuring tools and methodologies, if any, set forth in **Attachment A-3.1** to measure the Service Levels from the Commencement Date.
- (b) If there are any Service Levels for which the measuring tools and methodologies have not been agreed upon by the Commencement Date and Supplier fails to propose a measuring tool and methodology for such Service Level that is acceptable to WestRock prior to the date when Supplier is obligated to begin measuring such Service Level, such failure shall be deemed a Minimum Service Level Default until Supplier proposes and implements an acceptable measuring tool and methodology.
- (c) If Supplier fails to measure its performance with respect to a Service Level so that it is not possible to confirm whether the Service Level has been achieved, then, unless such failure to measure was previously excused in writing by WestRock, such failure shall be deemed a Minimum Service Level Default.

**3.4 Service Level Definitions and Descriptions.** **Attachment A-3.1** outlines the CSLs and KPIs to be measured as part of the Services under this Supplement.

### **4. Service Level Credit and Incentive Calculations**

#### **4.1 Service Level Credit Calculations for Non-Savings Related CSLs.**

##### **4.1.1 Service Level Defaults.**

- (a) **General.** “**Service Level Default**” means a Minimum Service Level Default or a Target Service Level Default.
- (b) **Minimum Service Levels.** “**Minimum Service Level Default**” means Supplier’s level of performance for a particular Service Level fails to meet the applicable Minimum Service Level during a Measurement Window.
- (c) **Target Service Levels.** “**Target Service Level Default**” means Supplier’s level of performance for a particular Service Level fails to meet the applicable Target Service Level (but does not fail to meet the applicable Minimum Service Level) as specified in **Attachment A-3.1** during a Measurement and has already failed

to meet such Target Service Level in three (3) or more months in the twelve (12) month period ending with such Measurement Window.

**4.1.2 Service Level Credit Calculation.** On the occurrence of a Service Level Default for a CSL, Supplier shall issue a Service Level Credit to WestRock that shall be calculated in accordance with the following formula:

$$\text{Service Level Credit} = A \times B$$

Where:

A = the At Risk Percentage for a CSL in **Attachment A-3.1**

B = the Annual Base Charges within the Measurement Window when the Service Level Default occurred

Example: If Supplier incurs a Service Level Default in a month with \$100,000 in Annual Base Charges for a CSL with a monthly Measurement Window and an At Risk Percentage of 5%:

$$A = 5\%$$

$$B = \$100,000$$

$$5\% \times \$100,000 = \$5,000 \text{ Service Level Credit to WestRock}$$

## **4.2 Fees at Risk and Variable Fee Calculations for Hard and Soft Savings.**

*Table 1: Minimum and Target Services Levels for Cumulative Hard Savings by Contract Year*

(All Figures in Millions)	Supplier Annual Implemented Savings Target	Cumulative Implemented Savings		Cumulative Realized Hard Savings		Cumulative Potential Variable Fees
		Minimum Service Level	Target Service Level	Minimum Service Level	Target Service Level	
Year 1	\$50	\$30	\$50	11	18	\$2.4
Year 2	\$95	\$87	\$145	54	90	\$4.8
Year 3	\$95	\$144	\$240	111	185	\$7.2
Year 4	\$95	\$201	\$335	168	280	\$9.6
Year 5	\$95	\$258	\$430	225	375	\$12.0
Year 6	N/A	N/A	N/A	258	430	

**4.2.1 Calculation Methodology for CSL 1 (Cumulative Realized Hard Savings).** In the event Supplier does not meet the cumulative Minimum Service Level for CSL 1 (Realized Hard Savings) during a Contract Year, the Service Level Credit shall be calculated as the product of the Annual Base Charges for such Contract Year multiplied by a fraction, the numerator of which is the excess of the Minimum Service Level for Cumulative Realized Hard Savings over actual Cumulative Realized Hard Savings at the end of such Contract Year and the denominator of which is the Minimum Service Level for Cumulative Realized Hard Savings for such Contract Year.

**Example:** If at the end of September 2025 (that is, Contract Year 2), Supplier has achieved only \$51 million of Realized Hard Savings and the Minimum Service Level for Cumulative Realized Hard Savings is \$54 million the Service Level Credit for CSL 1 shall be the product of  $[(\$54 \text{ million} - \$51 \text{ million}) / \$54 \text{ million}]$  multiplied by Annual Base Charges for Contract Year 2.

**4.2.2 Calculation Methodology for Initial Payments of Variable Fees Based on Cumulative Implemented Savings Achieved.** Unless otherwise mutually agreed during each Annual Review, at the end of each Contract Year, Supplier will be eligible for a payment of Variable Fees (if positive) or shall provide a credit for overpayment of Variable Fees (if negative) equal to  $((A/B) \times C) - D$ , where:

A = (Actual Cumulative Implemented Savings) – (Minimum Service Level for Cumulative Implemented Savings) for such Contract Year as shown in Table 1;

B = (Target Service Level for Cumulative Implemented Savings – Minimum Service Level for Cumulative Implemented Savings) for such Contract Year as shown in Table 1;

C = Cumulative Potential Variable Fees for such Contract Year as shown in Table 1; and

D = Cumulative Variable Fees paid under this **Section 4.2.2** in all prior Contract Years;

provided, however, that the total Variable Fees over the shall not exceed \$12 million over the Supplement Term.

Example:

*Table 2: Example of Calculation of Variable Fee Based on Implemented Savings*

Measurement Period	Implemented Savings Achieved	Cumulative Implemented Savings Achieved	A = Hard Savings qualifying for Variable Fees	A/B = Achievement Percentage	C = Cumulative Potential Variable Fees	Cumulative Variable Fees Payable	Contract Year Variable Fees Payable
Year 1	\$50	\$50	\$20	100%	\$2.4	\$2.4	\$2.4
Year 2	\$90	\$140	\$53	91.3%	\$4.8	\$4.38	\$1.98
Year 3	\$100	\$240	\$96	100%	\$7.2	\$7.2	\$2.82
Year 4	\$110	\$350	\$149	111%	\$9.6	\$10.6	\$3.4
Year 5	\$80	\$440	\$182	106%	\$12.0	\$12.0*	\$1.4
							<b>\$12</b>

\* The Cumulative Variable Fees Payable are \$12.7 M per the formula but are limited to \$12 M because they are subject to the cap mentioned above.

**4.2.3 Calculation of True Up Payments for Variable Fees Based on Cumulative Realized Hard Savings Achieved.** During the Annual Review for each Contract Year, the Parties will true up the Variable Fee payouts made by WestRock for the prior Contract Year based on the actual cumulative Realized Hard Savings at the end of such Contract Year (a “**True Up**”).



(a) For clarity,

- a True Up for Variable Fee and Fees at Risk in Contract Year 1 will be completed at the end of Contract Year 2 as described in Section 4.2.3(b).
- A True Up for Variable Fee and Fees at Risk in Contract Year 2 will be completed at the end of Contract Year 3 as described in Section 4.2.3(b).
- A True Up for Variable Fee and Fees at Risk in Contract Year 3 will be completed at the end of Contract Year 4 as described in Section 4.2.3(b).
- A True Up for Variable Fee and Fees at Risk in Contract Year 4 will be completed at the end of Contract Year 5 as described in Section 4.2.3(b).
- A True Up for Variable Fee and Fees at Risk in Contract Year 5 will be completed at the end of Contract Year 6 if WestRock has extended the Supplement Term through the end of Contract Year 6. If WestRock has not so extended the Supplement Term, this True Up will be performed at the end of Contract Year 5 and assume that the Cumulative Realized Hard Savings Achieved at the end of Year 6 would have been equal to  $A \times (B/C)$  where

A = the Actual Cumulative Implemented Savings at the end of Year 5;

B = the Cumulative Realized Hard Savings Achieved at the end of Year 5;  
and

C = the Actual Cumulative Implemented Savings at the end of Year 4.

(b) Unless otherwise mutually agreed during each Annual Review, at the end of each Contract Year, Supplier will be eligible for a payment of Variable Fees (if positive) or shall provide a credit for overpayment of Variable Fees (if negative) equal to  $((A/B) \times C) - D$ , where:

A = (Cumulative Realized Hard Savings Achieved) – (Minimum Service Level for Cumulative Realized Hard Savings) for such Contract Year as shown in Table 1;

B = (Target Service Level for Cumulative Realized Hard Savings – Minimum Service Level for Cumulative Realized Hard Savings) for such Contract Year as shown in Table 1;

C = Cumulative Potential Variable Fees for the prior Contract Year as shown in Table 1; and

D = Cumulative Variable Fees paid under Section 4.2.2 and this Section 4.2.3 for the prior Contract Year and any Contract Year prior to such Contract Year;

provided, however, that the total Variable Fees shall not exceed \$12 million over the Supplement Term.

**Example:** At the end of Contract Year 1, the Implemented Savings are equal to the Target Service Level for Cumulative Implemented Savings. Supplier would be paid \$2.4 million in Variable Fees under Section 4.2.2. However, at the end

of Contract Year 2, the Realized Hard Savings Achieved are only at the average of the Minimum Service Level and the Target Service Level for Cumulative Realized Hard Savings. Supplier would grant a credit of \$1.2 million to WestRock as a True Up under this **Section 4.2.3**.

- (c) If Supplier is owed an amount, Supplier will issue an invoice to WestRock for the Variable Fees payable. If Supplier owes an amount, Supplier will issue a credit to WestRock on the next Monthly Invoice.
- (d) If Supplement A is terminated for any reason, the Parties will perform a True Up as of the effective date of termination as described in **Schedule A-4** to determine any incentive payments due on a pro-rata basis based upon Business Days.

#### **4.3 Service Level Default Exceptions**

**4.3.1 Exceptions.** Supplier shall be relieved of responsibility for Service Level(s) and associated Service Level Credits to the extent provided in **Article 10** of the MSA or where Supplier's failure to meet the Service Level(s) is due to:

- (a) Service or resource reductions requested or approved by WestRock and agreed to by the Parties through the Change Control Procedures; provided that, Supplier has previously notified WestRock in writing as part of such Change Control Procedures that the implementation of such request would result in such failure to meet the Service Level and Supplier nevertheless uses commercially reasonable efforts to perform the Services at the required level;
- (b) a Force Majeure Event, to the extent Supplier's performance is excused under **Section 9.14** of the MSA; or
- (c) Excused Performance and Disengagement Services, to the extent Supplier's performance is excused under **Section 10.2** of the MSA.

### **5. Changes to Service Levels**

**5.1 Additions, Deletions, Modifications.** WestRock may, by sending written notice to Supplier at least ninety (90) days prior to the effective date of the applicable change:

- (a) add, modify or delete Service Levels; provided that the number of Critical Service Levels shall be capped at five (5);
- (b) change Service Levels from Critical Service Levels to Key Measurements or from Key Measurements to Critical Service Levels; and
- (c) modify the Service Level Credit Allocation Percentages for any Critical Service Levels provided that the Cumulative Realized Hard Savings Critical Service Level allocation shall not exceed ten percent (10%).

**5.2 Service Level Baseline.** All Service Levels, including new Service Levels, with a monthly Measurement Window shall be quantifiable and go through a Baseline Period as described below. If a Service Level is described as subject to Baseline, including Service Levels that WestRock requests be added or modified in accordance with **Section 5.1**, and the Parties do not agree on a Target Service Level and Minimum Service Level for such Service Level, such Target Service Level and Minimum Service Level shall be computed as follows:

- (a) If at least six (6) consecutive months of Supplier-provided service measurements exist for a particular Service that is being performed by Supplier, then:
  - (i) The Target Service Level shall be defined as the mean of such service measurements for such six (6) month period; and
  - (ii) The Minimum Service Level shall be defined as the second lowest service measurement achieved during such six (6) month period; or
- (b) If the six (6) months of measurements described in **Section 5.2(a)** do not exist, then the Parties shall attempt in good faith to agree on a Target Service Level and a Minimum Service Level using industry-standard measures or third-party advisory services; or
- (c) If the measurements do not exist and the Parties fail to agree in accordance with **Section 5.2(b)**, then:
  - (i) Supplier shall begin providing monthly measurements within sixty (60) days after the Commencement Date or Supplier's receipt of WestRock's written request to add a new Service Level, as applicable, subject to agreement on such measurements in accordance with the Service Change Procedures;
  - (ii) After six (6) or more actual Service Level attainments have been measured (or should have been measured in accordance with **Section 5.2(c)(i)**, and if not, constructed in accordance with **Section 5.2(c)(iii)**), WestRock may at any time in writing require that the Target Service Level and Minimum Service Level commitments be established in accordance with **Section 5.2(a)** above;
- (d) If Supplier fails to provide one (1) or more of the measurements during the six-month measurement period in accordance with **Section 5.2(c)(i)**, then:
  - (i) If one (1) measurement is missing, the missing measurement shall be constructed by using the highest of the five (5) actual measurements;
  - (ii) If two (2) or more measurements are missing, the first missing measurement shall be constructed by using the highest of the actual measurements and adding to such measurement twenty percent (20%) of the difference between such measurement and 100%, and each of the remaining missing measurements shall be constructed by using the highest of the actual measurements and adding to such measurement thirty-five percent (35%) of the difference between such measurement and 100%; or
  - (iii) If all six (6) measurements are missing, then each such missing measurement shall be deemed a Minimum Service Level Default for the new Service Level.
- (e) If Supplier has provided twenty-four (24) monthly measurements in accordance with **Section 5.2(c)(i)** and WestRock has not used **Section 5.2(a)** to establish a Target Service Level and a Minimum Service Level, then the continued provision of such measurements shall be subject to the Parties' agreement in writing.
- (f) Certain calculations specified in this Exhibit assume that perfect performance of each Service Level is 100%. If zero percent (0%) represents perfect performance for a Service Level, then such calculations shall be modified as appropriate for such Service Level.
- (g) To the extent the Parties seek to utilize any Service Levels with Measurement Windows other than monthly, the Parties shall determine the Target Service Level and Minimum

Service Level for such Service Level(s), and the number of measurements will, instead of six (6), be four (4) for a quarterly Measurement Window, three (3) for a semi-annual Measurement Window and one (1) for an annual Measurement Window.

**Attachment A-3.1****Service Level Definitions**

**Table 1** lists the Service Levels that will be measured as part of the Supplement. All calculations will be performed for the in-scope categories listed in **Schedule A-2**.

Service Level Type	Workstream	Service Level Title
<b>CSL 1</b>	<b>S2C</b>	Cumulative Realized Hard Savings
<b>CSL 2</b>	<b>P2P</b>	PO Creation Timeliness
<b>CSL 3</b>	<b>S2P</b>	WestRock Satisfaction Survey
<b>CSL 4</b>	<b>P2P</b>	Helpdesk Ticket Resolution
<b>CSL 5</b>	<b>Technology</b>	System Uptime
<b>KPI 1</b>	<b>S2P</b>	Procurement Audit Compliance
<b>KPI 2</b>	<b>S2C</b>	Procurement Spend Management
<b>KPI 3</b>	<b>S2C</b>	Vendor Diversity Commitment
<b>KPI 4</b>	<b>S2C</b>	Contract Spend Management
<b>KPI 5</b>	<b>P2P</b>	Spot Buy Efficiency
<b>KPI 6</b>	<b>P2P</b>	Vendor Acknowledgment on Delivery Date, Price and Volume in PO
<b>KPI 7</b>	<b>S2C</b>	Contract Diversity Spend
<b>KPI 8</b>	<b>S2C</b>	Soft Savings
<b>KPI 9</b>	<b>P2P</b>	Catalog Pricing Completeness
<b>KPI 10</b>	<b>S2P</b>	Blocked Invoice Percentage

*Table 3: Program Service Levels*

<b>CSL 1 – Cumulative Realized Hard Savings</b>	
<b>Service Level Scope</b>	Hard Savings Targets
<b>Objective</b>	Achieve Hard Savings as further described in <b><u>Attachment A-3.2</u></b>
<b>Definition</b>	Cumulative Realized Hard Savings within defined time periods as per <b><u>Attachment A-3.2</u></b>
<b>Method</b>	
<b>Data Capture</b>	As per <b><u>Attachment A-3.2</u></b>
<b>Service Metrics</b>	
<b>Measurement Window</b>	Annually, based on Contract Year
<b>Minimum Service Level</b>	Refer to Table 1 in <b><u>Section 4.2</u></b>
<b>Target Service Level</b>	Refer to Table 1 in <b><u>Section 4.2</u></b>
<b>At Risk Percentage</b>	10%

CSL 2 – PO Creation Timeliness	
<b>Service Level Scope</b>	PO Processing
<b>Objective</b>	Process POs promptly, thereby avoiding any potential delays in production.
<b>Definitions</b>	<p>Percentage of policy compliant requisitions accurately converted to POs within turnaround times (“TAT”) agreed upon during Baselining Period in accordance with the Agreement. “<b>Policy compliant</b>” means that the PO is ready to be converted, and requisitions’ quote/pricing and other details are ready, and the PR is approved.</p> <p>PO Creation Date = Date when the PO is sent to the Vendor as determined by confirmation of receipt under <b>Schedule A-2</b>.</p> <p>Purchase Request Receipt Date = Date when WestRock submits the purchase requested (via the applicable purchasing tool).</p>
Method	
<b>Calculation</b>	<p>PR2PO TAT = [PO Creation Date – Purchase Request Receipt Date]</p> <p>Metric = <math>\frac{\text{Total number of PR2PO conversions completed within agreed TAT}}{\text{Total number of PR2PO conversions requested}} \times 100\%</math></p> <p>Exclusion: Requisitions that were on hold for additional information, approval holds due to business dependency.</p>
<b>Data Capture</b>	To be extracted from WestRock-designated in-scope systems listed in <b>Schedule A-16</b>
Service Metrics	
<b>Measurement Window</b>	Monthly
<b>Minimum Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule
<b>Target Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule
<b>At Risk Percentage</b>	2.5%

CSL 3 – WestRock Satisfaction Survey	
<b>Service Level Scope</b>	WestRock Satisfaction
<b>Objective</b>	Measure and ultimately enhance WestRock satisfaction with the outsourcing engagement overall. This assesses the level of satisfaction among stakeholders, end-users, management, etc.
<b>Definition</b>	Average WestRock satisfaction score as measured by annual survey conducted by Supplier in accordance with <b>Schedule A-9</b> .
Method	
<b>Calculation</b>	Calculation: [Total WestRock Satisfaction Survey Score / Number of Survey Participants]
<b>Data Capture</b>	
Service Metrics	
<b>Measurement Window</b>	Annually
<b>Minimum Service Level</b>	3 out of 5
<b>Target Service Level</b>	4 out of 5
<b>At Risk Percentage</b>	2.5%



CSL 4 – Helpdesk Ticket Resolution															
Service Level Scope	Helpdesk														
Objective	Enhance WestRock satisfaction by increasing the efficiency of issue resolution for both WestRock and external (Vendor) parties.														
Definition	Percentage of helpdesk tickets Resolved (with initial contact by email/ticketing system) within applicable Resolution Target (as shown below) based on the issue severity below designated by WestRock. Tickets identified as duplicates shall not receive additional resolution time for each instance.														
	<table><tr><th>Issue Severity</th><th>Description</th><th>Resolution Target</th></tr><tr><td>Level 1</td><td>Business impact if not resolved in 24 hours</td><td>8 hours</td></tr><tr><td>Level 2</td><td>Business impact if not resolved in 5 working days</td><td>3 days</td></tr><tr><td>Level 3</td><td>Business impact foreseen in next 30 days</td><td>2 weeks</td></tr></table>			Issue Severity	Description	Resolution Target	Level 1	Business impact if not resolved in 24 hours	8 hours	Level 2	Business impact if not resolved in 5 working days	3 days	Level 3	Business impact foreseen in next 30 days	2 weeks
	Issue Severity	Description	Resolution Target												
	Level 1	Business impact if not resolved in 24 hours	8 hours												
Level 2	Business impact if not resolved in 5 working days	3 days													
Level 3	Business impact foreseen in next 30 days	2 weeks													
(Excludes requests that can be measured in a separate Service Level)															
Method															
Calculation:	$\frac{\text{Total number of helpdesk tickets Resolved within the applicable Resolution Target time}}{\text{Total number of helpdesk tickets received}} \times 100\%$														
Data Capture	<p>To be extracted from WestRock-designated in-scope Systems listed in <b>Schedule A-16</b></p> <p>“<b>Business Impact</b>” means that there is a task to be performed that cannot be.</p> <p>For purposes of this CSL 4, “<b>Resolved</b>” means that the issue has been (i) corrected to WestRock’s satisfaction such that the applicable task can now be performed and the Business Impact is alleviated, or (ii) if Supplier does not have the capability or authorization required to fully correct the issue, Supplier has investigated and analyzed the issue to Supplier’s best ability and submitted the issue to the appropriate WestRock personnel in accordance with the Policies &amp; Procedures Manual, and with both (i) and (ii), the issue is marked as “Resolved” in the applicable log or tool.</p>														
Service Metrics															
Measurement Window	Monthly														
Minimum Service Level	To be determined per <b>Section 5.2</b> in this Schedule														
Target Service Level	To be determined per <b>Section 5.2</b> in this Schedule														
At Risk Percentage	2.5%														

<b>CSL 5 – System Uptime</b>	
<b>Service Level Scope</b>	Supplier Technology
<b>Objective</b>	Ensure that all Authorized Users can access Supplier Systems.
<b>Definition</b>	Percentage of time when all Supplier Systems are available for use by the Authorized Users in compliance with the requirements of the Agreement.
<b>Method</b>	
<b>Calculation</b>	Calculation: [(Total time during Measurement Window – time that any Supplier System is not available during Measurement Window) / Total time during Measurement Window]
<b>Data Capture</b>	
<b>Service Metrics</b>	
<b>Measurement Window</b>	Monthly
<b>Minimum Service Level</b>	97.5%
<b>Target Service Level</b>	99.5%
<b>At Risk Percentage</b>	2.5%

<b>KPI 1 – Procurement Audit Compliance</b>	
<b>Service Level Scope</b>	Audit Compliance
<b>Objective</b>	Improve compliance with the Agreement, thereby indicating the effectiveness of internal processes and adherence to regulatory standards.
<b>Definition</b>	Measure compliance with procurement audits with an objective of zero (0) audit findings.
<b>Method</b>	
<b>Calculation</b>	The number of audit findings.
<b>Service Metrics</b>	
<b>Measurement Window</b>	Annual
<b>Minimum Service Level</b>	0
<b>Target Service Level</b>	0

<b>KPI 2 – Procurement Spend Management</b>	
<b>Service Level Scope</b>	Spend Under Management
<b>Objective</b>	Manage spending correctly.
<b>Definition</b>	<p>Percentage of Total Spend that is with WestRock-preferred Vendors out of the Total Spend that is Managed by Supplier for in-scope categories.</p> <p>Spend is “<b>Managed</b>” by Supplier if it has been sourced or negotiated in the previous thirty-six (36) months by WestRock or Supplier and WestRock has identified preferred Vendors for such category.</p>
<b>Method</b>	
<b>Data Capture</b>	<p>Calculation: Spend Managed by Supplier and funneled to preferred Vendors /Total Spend Managed by Supplier for in-scope categories.</p> <p>“<b>Total Spend</b>” means all spend by Eligible Recipients that WestRock has directed Supplier to manage under this Supplement.</p>
<b>Service Metrics</b>	
<b>Measurement Window</b>	Monthly
<b>Minimum Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule
<b>Target Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule

<b>KPI 3 – Vendor Diversity Commitment</b>	
<b>Service Level Scope</b>	Diversity Goals
<b>Objective</b>	Increase inclusion in the Vendor base and help achieve WestRock diversity goals, including minority-owned, women-owned and other underrepresented groups.
<b>Definition</b>	Percentage of RFPs that include a qualified diverse Vendor
	WestRock’s definition of a qualified “diverse Vendor” will be used to calculate this metric.
<b>Method</b>	
<b>Data Capture</b>	Calculation: [Total Number of RFPs with qualified diverse Vendors included/Total number of RFPs]
<b>Service Metrics</b>	
<b>Measurement Window</b>	Monthly
<b>Minimum Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule
<b>Target Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule

<b>KPI 4 – Contract Spend Management</b>	
<b>Service Level Scope</b>	Spend Under Contract
<b>Objective</b>	Minimize spend going to non-preferred Vendors.
<b>Definition</b>	Percentage of spend flowing through contracts with preferred Vendors awarded by WestRock.
<b>Method</b>	
<b>Data Capture</b>	<p>Calculation: [Total Spend Under Contract/Total Spend]</p> <p>“<b>Total Spend Under Contract</b>” means the specific spend flowing to a preferred Vendor awarded by WestRock.</p> <p>“<b>Total Spend</b>” means all spend that falls under the applicable category.</p>
<b>Service Metrics</b>	
<b>Measurement Window</b>	Monthly
<b>Minimum Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule
<b>Target Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule

KPI 5 – Spot Buys Efficiency			
Service Level Scope		PO Processing	
Objective		Ensuring efficiency and accuracy in Spot Buy processes.	
Definition		<p>Percentage of Spot Buys (as described in <b>Section 2</b> of <b>Schedule A-2</b>) completed and executed after receipt of fully compliant information within TATs below based on the complexity of the Spot Buy Request. Compliant information means that the Spot Buy complies with the defined requirements, quantities, specifications, lead times and any other details necessary to get quotations.</p> <p>The TAT will be measured from the initial request submittal to execution. Following each completed Contract Year, within thirty (30) days, the Parties shall meet and agree to updated, improved TATs to apply for the current Contract Year and shall amend this Schedule accordingly.</p>	
Method			
Calculation	$\frac{\text{Total number of Spot Buys completed within applicable TAT}}{\text{Total number of Spot Buy Requests}} \times 100\%$ <p>*Definitions provided are indicative and will be validated by the Parties prior to go-live with adjustments mutually agreed through the Change Control Procedure.</p>		
	Level	Definition*	Turnaround Time
	Low	<ul style="list-style-type: none"><li>No tactical sourcing/quoting required</li><li>Rush orders, bid waivers with preferred Vendors</li><li>Existing quote is part of the waiver with no further negotiation required</li><li>Catalog item</li></ul>	3 business days
	Medium	<ul style="list-style-type: none"><li>Routes through a preferred Vendor for known materials and/or goods</li><li>Execution of contracting documentation is not required</li><li>3-bid process conducted without negotiation activities</li><li>Technical evaluation not required</li></ul>	7 business days
	High	<ul style="list-style-type: none"><li>Routes through an onboarded Vendor for known materials and/or goods</li><li>Statement of work is required and master agreement with Vendor exists</li><li>3-bid process conducted with negotiation activities limited to one round</li><li>Technical evaluation may be required</li></ul>	12 business days
	Complex	<ul style="list-style-type: none"><li>Requires defining measurement metrics</li><li>Tactical sourcing is required</li><li>Requires contractual discussion</li><li>Requires new Vendor setup</li><li>May be a Software as a Service (SaaS) service request</li></ul>	25 business days
	Data Capture		
Service Metrics			
Measurement Window	Monthly		

<b>Minimum Service Level</b>	To be determined per <b><u>Section 5.2</u></b> in this Schedule
<b>Target Service Level</b>	To be determined per <b><u>Section 5.2</u></b> in this Schedule



KPI 6 – Vendor Acknowledgment on Delivery Date, Price and Volume in PO	
<b>Service Level Scope</b>	PO Acknowledgement
<b>Objective</b>	Receive timely acknowledgement of POs from Vendors, which indicates Vendor reliability and prompt follow-up by Supplier procurement team
<b>Definition</b>	Percentage of POs where (i) a response and/or acknowledgement by Vendor is received as to the estimated delivery date, price and volume within three (3) business days of PO issuance, or (ii) Supplier successfully establishes contact with Vendor within six (6) business days of PO issuance.
Method	
<b>Data Capture</b>	Calculation: $\frac{\text{Total number of POs for which there was a delivery date, price and volume acknowledged within 3 business days or Supplier successfully contacted Vendor within 6 Business Days of PO date}}{\text{Total number of POs issued}} \times 100\%$
Service Metrics	
<b>Measurement Window</b>	Monthly
<b>Minimum Service Level</b>	To be determined per <u>Section 5.2</u> in this Schedule
<b>Target Service Level</b>	To be determined per <u>Section 5.2</u> in this Schedule

<b>KPI 7 – Contract Diversity Spend</b>	
<b>Service Level Scope</b>	Contract Management
<b>Objective</b>	Increase Tier 1 and Tier 2 diverse spend and help achieve WestRock diversity goals, including minority-owned, women-owned and other underrepresented groups.
<b>Definition</b>	<p>Percentage of Total Annual Spend that is flowing to Tier 1 or Tier 2 diverse Vendors.</p> <p>“<b>Tier 1</b>” means a diverse Vendor with whom WestRock directly contracts.  “<b>Tier 2</b>” means a diverse Vendor with whom a WestRock Vendor contracts</p> <p>WestRock’s definition of a qualified “diverse Vendor” will be used to calculate this metric.</p> <p>Calculation:  [Amount of spend flowing to Tier 1 or Tier 2 diverse Vendors / Total Annual Spend]</p>
<b>Method</b>	
<b>Data Capture</b>	To be determined by data extracted from the applicable WestRock database that captures Tier 1 and Tier 2 diverse spend.
<b>Service Metrics</b>	
<b>Measurement Window</b>	Annually
<b>Minimum Service Level</b>	7% increase from the previous Contract Year (or calendar year, for Contract Year 1)
<b>Target Service Level</b>	10% increase from the previous Contract Year (or calendar year, for Contract Year 1)

KPI 8 – Soft Savings	
<b>Service Level Scope</b>	Soft Savings Targets
<b>Objective</b>	Achieve Soft Savings as further described in <b><u>Attachment A-3.2</u></b>
<b>Definition</b>	Soft Savings determined as per <b><u>Attachment A-3.2</u></b>
Method	
<b>Data Capture</b>	As per <b><u>Attachment A-3.2</u></b>
Service Metrics	
<b>Measurement Window</b>	Annually
<b>Minimum Service Level</b>	TBD
<b>Target Service Level</b>	TBD

<b>KPI 9 – Catalog Pricing Completeness</b>	
<b>Service Level Scope</b>	Catalog Management
<b>Objective</b>	Maintain accuracy in catalog pricing data
<b>Definition</b>	Percentage of category items that have accurate pricing in hosted or punchout catalogs.  This calculation excludes ERP item master catalogs.
<b>Method</b>	
<b>Data Capture</b>	Calculation:  Total number of category items in an applicable catalog with accurate pricing / total number of category items in such applicable catalog
<b>Service Metrics</b>	
<b>Measurement Window</b>	Monthly
<b>Minimum Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule
<b>Target Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule

<b>KPI 10 – Blocked Invoice Percentage</b>	
<b>Service Level Scope</b>	Blocked Invoices for Price
<b>Objective</b>	Maintain accuracy in pricing data in invoices and POs.
<b>Definition</b>	Percentage of invoices blocked due to different prices on the PO versus invoice, for all managed categories.
<b>Method</b>	
<b>Data Capture</b>	$\frac{\text{Total number of invoices not processed due to price block status}}{\text{Total number of invoices submitted for processing}} \times 100\%$ <p>“Price block status” means that the invoice cannot be processed because the price on the invoice does not match the price on the PO.</p>
<b>Service Metrics</b>	
<b>Measurement Window</b>	Monthly
<b>Minimum Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule
<b>Target Service Level</b>	To be determined per <b>Section 5.2</b> in this Schedule

**Attachment A-3.2****Savings Methodology****1. INTRODUCTION**

This Attachment sets forth the methodology and terms for calculating Savings (as defined below) delivered by Supplier while performing the Services described in **Schedule A-2**.

“**Savings**” shall mean the amount reported by Supplier and approved by WestRock in accordance with this Attachment.

“**Hard Savings**” shall mean Savings that (i) directly impact WestRock’s budget (P&L) through planned actions for the in-scope categories as set forth in **Schedule A-2**, or through savings initiatives outside of the in-scope categories where requested by WestRock, (ii) are described in **Section 2.1**, and (iii) meet all criteria in **Section 3**.

“**Soft Savings**” shall mean Savings that (i) do not directly impact WestRock’s budget (P&L) through planned actions for the in-scope categories as set forth in **Schedule A-2**, (ii) are described in **Section 2.2**, and (iii) meet all criteria in **Section 3**.

**2. SAVINGS TYPES AND CALCULATIONS**

This **Section 2** describes the types of Savings and the methodologies that shall be used to calculate the amount of each type of Savings. WestRock approval is required in accordance with **Section 3** before validation of Savings and their contribution to Service Level metrics.

All proposed Savings must be entered into an approved Savings record as a condition to completion of stage gate 1 in **Section 3.1**. The WestRock System to record Savings will be jointly agreed upon between Supplier and WestRock.

Category-specific Savings calculation methodologies will be discussed with the Category Councils when strategies are developed.

All Savings calculation methodologies must be approved by WestRock Procurement and WestRock Finance in advance, in writing.

**2.1. HARD SAVINGS** The WestRock-approved calculation methodology for Hard Savings is as follows:

Baseline Price	Description	Baseline Source	When It Should Be Used	Calculation
Historical / Last Price Paid	Measures the difference between historic pricing and actual negotiated pricing and forecasted/actual volumes.	<ul style="list-style-type: none"> <li>To be provided by WestRock</li> <li>Depending on data availability the last price paid but may be average price over the prior quarter or year</li> </ul>	<ul style="list-style-type: none"> <li>Current contracts in place</li> <li>Relevant history of item / service purchased can be established</li> <li>Routine purchases</li> <li>Improved rebates</li> </ul>	Hard Savings = (Historical Price – New Price) * Forecasted/Actual Volume

The following are calculation approaches for Hard Savings:

**Materials / SKUs:** For materials with SKUs, the “Historical / Last Price Paid” and the Hard Savings will be calculated on repeat purchases of a material based on its SKU. If sourcing actions result in a reduction in taxes paid on goods and services, then taxes can also be included in both the Historical Price and the New Price, in calculating Hard Savings. If a very large or unpredictable number of individual items is involved and WestRock so agrees, then

the “last price paid” will be calculated using a representative market basket and extrapolating to the full spend. In standardization projects, multiple sites may have multiple last prices paid for the same item.

**Rebates:** Rebates can be calculated as Hard Savings either (i) in full for a new rebate resulting from sourcing actions, or (ii) in part based on the incremental portion for an improved rebate resulting from sourcing actions.

**Index + Models:** If the price for a commodity is calculated as the sum of a market index plus a number (referred to here as the “basis”), then any Hard Savings would be calculated based on the reduction in the basis achieved by Supplier.

**Lump Sum Spend Calculation:** The lump sum calculation will be used for like services that have been purchased before, where the Savings are calculated based on the achievement of an outcome rather than itemized pricing. Savings are calculated as previous amount paid for such outcome versus the newly negotiated amount paid for such outcome. The Savings baseline for this methodology shall be the prior year or prior price paid for such outcome. If agreed by the Parties, the methodology approved by WestRock Procurement and WestRock Finance will also be used for optimization projects such as business process transformation, value-chain optimization, and pricing model optimization (activity to outcome based), with the previous cost to WestRock to perform those services and functions as the baseline.

**Demand Management:** If the Parties and/or Vendor(s) work together to reduce WestRock’s demand for certain goods or services through efficiency measures to reduce volumes or perform SKU/specification rationalization/value engineering to reduce complexity, there may be Hard Savings from reductions in consumption. All demand management activities must originate and be triggered from within the joint procurement team pursuant to this Supplement.

**Continuous Improvement:** Continuous improvement projects are Vendor-led initiatives aimed at either reducing WestRock’s total cost of ownership or improving production capabilities. Most Vendors involved in the continuous improvement program have contractual commitments and if initiatives fall below a certain commitment there is a financial obligation to pay for the shortcoming. Projects focused on total cost of ownership may involve methods to reduce consumption volume or extend life of a certain product. Projects focused on improving production capabilities may focus on increased production speeds or reduced machine down times. Supplier will receive continuous improvement Hard Savings credit for opportunities implemented at WestRock with a Vendor (existing or new Vendor) and which meet the definition of “Hard Savings”.

**Budgeted Spend:** In projects where there is no existing baseline, but there is a specific existing budget (e.g., based on benchmarks or an incumbent bid, or an internal headcount or expense), Savings from the set budget may be counted as Hard Savings if WestRock Finance agreed on the budget and the purchase was for the full amount of goods and services assumed in the budget.

The applicable Hard Savings methodologies for a sourcing project must be mutually agreed upon by WestRock Procurement, WestRock Finance and Supplier prior to the initiation of a sourcing project in accordance with **Section 3**.

## 2.2. SOFT SAVINGS

The WestRock-approved methodology for Soft Savings is as follows:

Baseline price	Description	Baseline Source	When it should be used	Calculation
Initial Bid / Price Increases	Measure the difference between the initial bid or proposed increased price and actual negotiated pricing and forecasted/actual volumes.	<ul style="list-style-type: none"> <li>Proposed increased prices and/or initial bids from Vendors</li> </ul>	<ul style="list-style-type: none"> <li>Current Vendor proposes increased price</li> <li>One-time purchases</li> </ul>	Soft Savings = (Initial Bid or Proposed Increased Price – Negotiated Price) * Forecasted/Actual Volume

The following are ways in which Soft Savings may result from the Services.

**Recurring Cost Avoidance:** Recurring cost avoidance projects may provide two benefits. The first is capturing the benefits of sourcing negotiations against proposed price increases. This is most frequently captured as the initially-proposed price increase less the negotiated price increase multiplied by the forecasted or actual volume. The second benefit is capturing the benefits of sourcing negotiations against the Vendor’s initial bid where there is no true P&L baseline (and often for entirely new products and services). This is captured as the initial offer less the final offer with the selected Vendor to the extent resulting from the Services.

**Cost Avoidance:** Cost avoidance projects include one-time Soft Savings and recurring cost avoidance. This may cover (i) recurring cost avoidance (using the historical baseline) and (ii) non-recurring events with no historical baseline and capturing the initial offer less the final offer with the selected Vendor resulting from the Services.

**Capital Avoidance:** Capital avoidance projects capture the benefits resulting from sourcing negotiations on capital projects. This value is the reduction from the initial offer to final price with the selected Vendor resulting from the Services and may require netting out engineering-based scope increases or reductions.

**Continuous Improvement:** Continuous improvement projects are Vendor-led initiatives aimed at either reducing WestRock’s total cost of ownership or improving production capabilities. Most Vendors involved in the continuous improvement program have contractual commitments and if initiatives fall below a certain commitment there is a financial obligation to pay for the shortcoming. Projects focused on total cost of ownership may involve methods to reduce consumption volume or extend life of a certain product. Projects focused on improving production capabilities may focus on increased production speeds or reduced machine down times. Supplier will receive continuous improvement Soft Savings credit for opportunities implemented at WestRock with a Vendor (existing or new Vendor).

**Process Efficiency Savings at WestRock:** Quantifiable and verifiable Soft Savings achieved through the reduction of the time required to complete a specific business process from its initiation to its conclusion.

**Tangible Savings Reinvested Back Into the Organization:** Refers to quantifiable financial benefits realized through other means related to the Services, for example: identification and resolution of discrepancies in financial transactions (invoice and contract values), which result in cost reductions or overpayment recoveries.

**Value-Added Goods or Services:** Quantified benefit from additional goods or services provided by a Vendor but which are not charged to WestRock as a result of sourcing negotiations.

The applicable Soft Savings methodologies for a sourcing project must be mutually agreed upon by WestRock Procurement, WestRock Finance, and Supplier prior to initiation of a sourcing project in accordance with **Section 3**.

**2.3. WORKING CAPITAL**

**Working Capital:** As Supplier negotiates new Vendor agreements and revisions to existing Vendor agreements, certain improvement in working capital (e.g., inventory, payment terms) offered to WestRock will be considered as “**Working Capital Savings**.” Supplier will use the weighted cost of capital formula provided by WestRock Finance for calculations of Working Capital Savings. Working Capital Savings are neither Hard Savings nor Soft Savings.

**3. SAVINGS VALIDATION AND REALIZATION PROCESS**

- 3.1.** To become Implemented Soft Savings and Realized Hard Savings (each as defined in **Schedule A-3**), all Savings opportunities or projects must be pre-approved by WestRock and pass through the following stage gates, including performing their associated activities and outcomes:

Stage Gate	Project Activities	Outcome
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1. Identification (Projected)	A cost savings idea based on ideation, estimated spend and pipeline and obtains WestRock's approval for the applicable baselines, and the savings calculation methodology.	Established price and spend level baseline and approved calculation methodology for Savings with WestRock Procurement and WestRock Finance.
2. Design (Identified)	<p>The specific description and initial design of the sourcing or negotiations strategy, coupled with a fact-based analysis explaining how Savings will result.</p> <p>The design and identified Savings must be approved by WestRock's Procurement Category Council team prior to project implementation.</p>	Complete and submitted Savings submission form or the similar version on the applicable WestRock-identified platform or Software.
3. Confirmation and Pre-Approval (Implementation Granted)	<p>The project has been proposed sufficiently to give WestRock reasonable confidence that the sourcing actions will result in Hard or Soft Savings, and has been approved in writing as such by:</p> <ol style="list-style-type: none"> <li>1. WestRock Procurement,</li> <li>2. WestRock Finance and</li> <li>3. the WestRock Project Leadership team.</li> </ol>	<p>Supplier will record the Savings submission form as approved on the applicable WestRock-designated platform or tool.</p> <p>Supplier has written approval from both Westrock Finance and the WestRock Project Leadership team to implement the project.</p>
4. Eligibility	<p>The Eligibility stage gate applies only when the applicable Vendor contract with new pricing or a newly awarded Vendor has been signed, the new pricing with the new Vendor has been confirmed, the buying channel has been set up and is available for transactions at all applicable locations.</p> <p>Then, the project is implemented and Supplier and WestRock Procurement measure the realization of the identified Savings per the agreed calculation methodologies and submit a joint analysis to WestRock Finance. WestRock Finance will determine the amount of Savings that have been realized.</p>	Once the Savings have been determined by WestRock Finance, the Savings will be considered as Hard Savings or Soft Savings and will be eligible for incentive payments if and to the extent applicable in accordance with the calculations set forth in <b><u>Schedule A-3</u></b> .

Hard Savings will count towards the applicable Service Levels only when they are realized in accordance with stage gate 4 in the table above.

For one-time savings projects including free trialing, cost reductions for bulk purchases and other special one-time benefits during a period, Savings will be recorded and realized for that period during the applicable true up.

Signing bonuses and incentive payments given for entering a new contract with a Vendor will be realized over the initial term of such contract. The full amount is divided quarterly over such initial term.

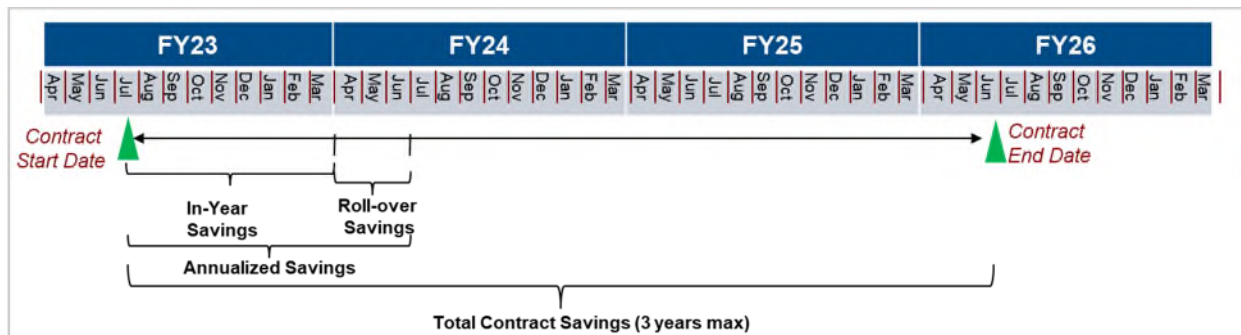
**3.2.** The following are considerations the Parties will reference to measure Savings:

Factors	Proposed Approach
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Frequency	Supplier will calculate and report on Savings quarterly.
Data Collection and Verification	Supplier shall collect and verify all relevant data pertaining to procurement costs. This data will come from both WestRock Systems and Supplier Systems and must follow baseline and calculation methodologies approved by WestRock Finance.
Adjustments and Corrections	If any discrepancies or errors are identified, adjustments will be made to ensure accuracy. This may involve correcting errors in the data or recalculating Savings based on updated accurate information. Changes in calculations and data must be approved by WestRock's BPO management team and WestRock Finance.
Reporting and Communication	Supplier will report in a clear and transparent manner in a System selected by WestRock.

### 3.3. Example for savings identification and realization

**Scenario:** Supplier helped negotiate a three (3) year deal with Vendor XYZ that starts on July 1<sup>st</sup>, 2023. Assume annualized Hard Savings are \$1 million based on reduced rates and historic volumes.



Taking the above displayed timeline,

**12-month annualized savings** = \$1 million of Hard Savings.

**Total savings contribution (multi-year)** = \$3 million over three (3) years.

**In-year savings** - The portion of the annualized Savings that fall within the current fiscal year = \$0.5 million – Only this portion counts towards the Service Level calculation after the true up is completed.

**Roll-over savings** - The portion of the annualized Savings that falls within the following fiscal year = \$0.5 million – This will be true-up at the end of the respective Contract Year.

## **Schedule A-4**

### **Pricing**

#### **1. General Provisions.**

- 1.1. This **Schedule A-4**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023 between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.
- 1.2. This **Schedule A-4** supplements **Articles 11** and **12** of the MSA.
- 1.3. This Schedule sets forth the Charges, and adjustment mechanisms to the Charges during the Supplement Term. All amounts set forth in this Schedule and its Attachments are in United States Dollars, unless otherwise specified.
- 1.4. **Definitions.**
  - a. “**Annual Base Charges**” means the Charges for the Services and the performance of Supplier’s obligations.
  - b. “**Automated PO**” means a purchase order that is not a Manual PO.
  - c. “**COLA Charges**” has the meaning set forth in **Section 8**.
  - d. “**COLA Factor**” has the meaning set forth in **Section 8**.
  - e. “**Cost of Living Adjustment**” or “**COLA**” has the meaning set forth in **Section 8**.
  - f. “**Cost of Living Index**” means the indices as outlined in **Section 8** of this Schedule. If one or multiple indices stops publishing the Cost of Living Index or substantially changes its content, format or calculation methodology, the Parties shall substitute another comparable index.
  - g. “**Manual PO**” means a purchase order that requires any manual intervention between initial creation by Supplier to being approved by WestRock (as described in the “Create, Review and Distribute PO” rows of **Section 2.2** of **Schedule A-2**), excluding correction of errors.
  - h. “**P2P**” means the procurement operations Services as described in **Schedule A-2**.
  - i. “**S2C**” shall mean source to contract Services as described in **Schedule A-2**.
  - j. “**Steady State Services**” means those Services as described in **Schedule A-2**.
  - k. “**Total Annual Spend**” shall mean the total annual spend in-scope for and managed by Supplier against which all in-scope services outlined in **Schedule A-2** are applicable and as may be adjusted as set forth in **Section 7** below.
  - l. “**Transition and Transformation Services**” refers to the services as outlined in **Schedule A-10** and **Schedule A-11**.

#### **1.5. General Overview.**

- a. **Month References**. Any reference in this **Schedule A-4** to “**M1**”, “program month 1” or “month 1” shall be a reference to the month in which the Effective Date falls, any reference to “**M2**”, “program month 2” or “month 2” shall be a reference to the following month and so on.

Workstream	Region	Commencement Date
S2C	North America	M3
S2C	LATAM	M3
S2C	EMEA/ROW	M3
P2P	North America	M8
P2P	LATAM	M9
P2P	EMEA/ROW	M9

Table 1: Commencement Dates

**2.1. Annual Base Charges Exclusions.** The Annual Base Charges do not include:

- Incentive payments, if applicable, as set forth in **Schedule A-3**. Taxes that are WestRock's responsibility pursuant to this Supplement A or **Section 11.3** of the MSA.
- Termination Charges pursuant to **Section 11**.
- COLA as set forth in **Section 8**.
- Out-of-Pocket Expenses incurred as part of Services delivery to the extent reimbursable under **Section 6**.

**2. Reserved.**

**3. Transformation and Transition Charges.**

The total Transformation Charges and Transition Charges for S2C and P2P services under this Supplement A are \$3,000,000 as outlined in **Table 2** below.

Charges Type	Charges
Services Transformation Charges	\$1,500,000
Transition Charges	\$400,000
Change Management Charges	\$600,000
Technology Implementation Charges	\$500,000

Table 2: Transformation and Transition Charges Summary

Payment of Transformation and Transition Charges will be based on the completion (and WestRock's Acceptance) of the Deliverables as set forth in **Table 3**, below. Supplier will invoice WestRock at the end of each month for the total amount of completed and Accepted Deliverables for that month.

**Example:** Current State Baseline Assessment and Detailed Transformation Plan Deliverables are completed in month 1. Supplier will invoice WestRock at the end of month 1 for \$300,000.

Deliverable	Description	Due Date	Charges
<b>Transformation</b>			
S2P - Current State Baseline Assessment	As described in <b>Table 3</b> in <b>Schedule 11</b>	M1	\$150,000
S2P - Detailed Transformation Plan	As described in <b>Table 3</b> in <b>Schedule 11</b>	M1	\$150,000
S2P - Future State Operating Model Summary	As described in <b>Table 3</b> in <b>Schedule 11</b>	M2	\$300,000
S2C - Future State Process Design	As described in <b>Table 3</b> in <b>Schedule 11</b>	M2	\$150,000

Deliverable	Description	Due Date	Charges
S2C -Future State Organization Design	As described in <b>Table 3</b> in <b><u>Schedule 11</u></b>	M2	\$150,000
S2C - Future State Governance Model	As described in <b>Table 3</b> in <b><u>Schedule 11</u></b>	M2	\$150,000
P2P - Future State Organization Design	As described in <b>Table 3</b> in <b><u>Schedule 11</u></b>	M3	\$150,000
P2P - Future State Governance Model	As described in <b>Table 3</b> in <b><u>Schedule 11</u></b>	M3	\$150,000
P2P - Future State Process Design	As described in <b>Table 3</b> in <b><u>Schedule 11</u></b>	M4	\$150,000
<b>Transition</b>			
S2C – Onboarding and Knowledge Transfer (KT) Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M3	\$40,000
S2C – Training Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M3	\$20,000
S2C – Reporting and Metrics Tracking Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M3	\$20,000
S2C – Process SOPs and Playbooks Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M3	\$40,000
S2C – Hypercare / Stabilization Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M3	\$40,000
S2C – Go-Live Readiness Reviews Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M3	\$40,000
P2P – Process SOPs and Playbooks Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M6	\$40,000
P2P – Reporting and Metrics Tracking Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M6	\$20,000
P2P – Onboarding and Knowledge Transfer (KT) Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M7	\$20,000
P2P – Training Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M7	\$40,000
P2P – Hypercare / Stabilization Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M8	\$40,000
P2P – Go-Live Readiness Reviews Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b><u>Schedule 10</u></b>	M9	\$40,000
<b>Change Management</b>			
S2P – Change Impact Assessment	As described in <b>Table 3</b> in <b><u>Schedule 11</u></b>	M2	\$60,000

Deliverable	Description	Due Date	Charges
S2C – Change and Communication Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b>Schedule 10</b>	M2	\$120,000
S2P Communication Plan and Strategy	As described in <b>Table 3</b> in <b>Schedule 11</b>	M3	\$120,000
P2P – Change and Communication Plan Completed and Delivered to WestRock	As described in <b>Table 3</b> in <b>Schedule 10</b>	M4	\$300,000
<b>Technology Implementation</b>			
S2C – Intelligent Category Management (ICM) Readiness Review Completed and Live	As described in <b>Table 3</b> in <b>Schedule 10</b>	M3	\$250,000
P2P – Intelligent Buying Process (IBP) Readiness Review Completed and Live	As described in <b>Table 3</b> in <b>Schedule 10</b>	M9	\$250,000

Table 3: Transformation and Transition Deliverable Charges

#### 4. Annual Base Charges – Steady State.

The total Annual Base Charges under this Supplement A are initially as set forth in **Table 4** below. These Charges will be invoiced monthly in arrears in an amount equal to one-twelfth of the amount set forth below for the applicable year with the exception of Year 1 which shall be invoiced as set forth in **Table 4.1**, subject to adjustments as described in this Schedule. If the actual Commencement Date for a Service occurs later than the first day of the month designated as the Commencement Date in **Table 4.1**, the Base Charges will be adjusted downward on a *pro rata* basis such that there are no Base Charges for days prior to such Commencement Date. For example, if the actual Commencement Date for the S2C Services is the first day of M5 instead of the first day of M4, the Base Charges will be reduced by \$404,183.

Annual Base Charges	Year 1	Year 2	Year 3	Year 4	Year 5
<b>S2C Charges</b>	\$3,637,650	\$4,850,200	\$4,681,700	\$4,603,200	\$4,499,800
<b>P2P Charges</b>	\$1,732,525	\$4,275,300	\$3,766,400	\$3,191,000	\$2,879,000
<b>Governance</b>	\$369,930	\$493,240	\$493,240	\$493,240	\$493,240

Table 4: Annual Base Charges

Month	S2C	P2P	Governance	Total Base Charges
M1	\$0	\$0	\$0	\$0
M2	\$0	\$0	\$0	\$0
M3	\$0	\$0	\$0	\$0
M4	\$404,183	\$0	\$41,103	\$445,287
M5	\$404,183	\$0	\$41,103	\$445,287
M6	\$404,183	\$0	\$41,103	\$445,287
M7	\$404,183	\$221,233	\$41,103	\$666,520
M8	\$404,183	\$221,233	\$41,103	\$666,520
M9	\$404,183	\$221,233	\$41,103	\$666,520
M10	\$404,183	\$356,275	\$41,103	\$801,562
M11	\$404,183	\$356,275	\$41,103	\$801,562

M12	\$404,183	\$356,275	\$41,103	\$801,562
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Table 4.1: Year 1 Base Charges Invoice Schedule

## 5. Technology Charges – Steady State.

The total Technology Charges under this Supplement A are \$3,666,667. All Technology Charges applicable for the year are invoiced in the first month of a year as outlined in **Table 5**.

Technology Charges	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Intelligence Category Management</b>	\$233,333	\$400,000	\$400,000	\$400,000	\$400,000
<b>Intelligent Buying Process</b>	\$233,333	\$400,000	\$400,000	\$400,000	\$400,000

Table 5: Technology Charges

## 6. Estimated Out-of-Pocket Expenses.

Out-of-Pocket Expenses will be incremental and charged as a pass-through when actually and reasonably incurred in accordance with the Agreement. Supplier has estimated the Out-of-Pocket Expenses under this Supplement A to be as outlined in **Table 6** below. Should additional Out-of-Pocket Expenses be near, or exceed such estimates, Supplier and WestRock will mutually agree on additional Out-of-Pocket Expenses, as needed; provided that no Out-of-Pocket Expenses will be reimbursed without such Agreement.

Estimated Out-of-Pocket Expenses Charges	Transition + Year 1	Year 2	Year 3	Year 4	Year 5
<b>Estimated Out-of-Pocket Expenses</b>	\$750,000	\$840,000	\$800,000	\$760,000	\$740,000

Table 6: Out-of-Pocket Expenses

## 7. Adjustment Methodology.

### 7.1 Adjustment Methodology – Spend Amount.

If the Total Annual Spend is expected to differ from \$5.3 billion across the categories set forth in **Table 3** in **Schedule A-2** by more than twenty percent (20%), any impact on the Annual Base Charges (if any) will be addressed through a methodology to be agreed by the Parties using the governance procedures as set forth in **Schedule A-6** and the applicable provisions of the Agreement, which may include **Section 9.6** of the MSA.

### 7.2 Adjustment Methodology – P2P Workstream – One-time True-Up for Automation and Geographic Distribution.

The Parties shall measure the actual automation and geographic distribution of PO volumes by each regional P2P go-live date plus a three (3) month baselining period, but in no event later than the end of M12. If measured actual volumes vary from the volumes set forth in **Table 7** by more or less than five percent (5%), the Parties shall determine any impact on the Annual Base Charges through a methodology to be agreed by the Parties using the governance procedures as set forth in **Schedule A-6** and the applicable provisions of the Agreement, including **Section 9.6** of the MSA.

Volumetrics	Assumptions
<b>Total PO Volumes Automation</b>	<ul style="list-style-type: none"> <li>Seventy percent (70%) of the total POs processed are Automated POs</li> </ul>
<b>Total PO Volume Regional Split</b>	<ul style="list-style-type: none"> <li>Seventy percent (70%) of all POs originate in North America</li> <li>Fifteen percent (15%) of all POs originate in LATAM</li> </ul>

	<ul style="list-style-type: none"> <li>• Thirteen percent (13%) of all POs originate in EMEA</li> <li>• Two percent (2%) of all POs originate in APAC</li> </ul>
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*Table 7: Pre-Effective Date PO Volume Assumptions*

### 7.3 Adjustment Methodology – P2P Workstream – Adjustment Based on Number of POs Sent.

- The total number of POs sent by Supplier to Vendors in accordance with **Schedule A-2** will be determined based on data extractions from the applicable WestRock System and reported by Supplier to WestRock on the Volumetric Report described on **Schedule A-7**.
- The Parties will consider any ARC / RRC adjustments under this **Section 7.3** every six (6) months, beginning after the month after the last baselining period has ended, and in no event to be later than the end of M12, with a look-back of six (6) months.
- The Base Charges for P2P assume an annual volume of 670,000 POs being sent by Supplier under **Schedule A-2**.
- Table 8.1** sets forth the number of FTEs to be added or removed based on the actual number of POs sent by Supplier to Vendors (as compared on an annualized basis to the baseline of 670,000 POs).
- If the annualized volume of POs set by Supplier changes beyond the Total PO Volume Ranges set forth in **Table 8.1**, Supplier and WestRock will mutually agree to a methodology through governance (as set forth in **Schedule A-6**) to determine the impacts (if any) on the Charges.
- Depending on the language requirement and location of the incremental FTE(s) (to be mutually decided by WestRock and Supplier), the Parties will adjust the Charges based on the annual rates per FTE added/reduced as set forth in **Table 8**.

P2P Rates	Supplier Location	Language Applicability	Annual Rate/FTE
Process Associate	India	English	\$24,300
Process Associate	Costa Rica	All in-scope languages for Latin America support	\$45,200
Process Associate	Romania	All in-scope languages for Europe support	\$50,900
Process Associate	China	All in-scope languages for Asia-Pacific support	\$42,700

*Table 8: Annual fee per full time resource by Supplier delivery location*

Total PO Volume	% Change	Total PO Volume Range	Change Above Deadband	FTE Change Applicable
473,556	-29.3%	473556 - 481702	162,944	-20
481,703	-28.1%	481703 - 489849	154,797	-19
489,850	-26.9%	489850 - 497997	146,650	-18
497,998	-25.7%	497998 - 506144	138,502	-17
506,145	-24.5%	506145 - 514291	130,355	-16
514,292	-23.2%	514292 - 522438	122,208	-15
522,439	-22.0%	522439 - 530585	114,061	-14
530,586	-20.8%	530586 - 538733	105,914	-13
538,734	-19.6%	538734 - 546880	97,766	-12
546,881	-18.4%	546881 - 555027	89,619	-11
555,028	-17.2%	555028 - 563174	81,472	-10
563,175	-15.9%	563175 - 571321	73,325	-9
571,322	-14.7%	571322 - 579469	65,178	-8
579,470	-13.5%	579470 - 587616	57,030	-7



587,617	-12.3%	587617 - 595763	48,883	-6
595,764	-11.1%	595764 - 603910	40,736	-5
603,911	-9.9%	603911 - 612057	32,589	-4
612,058	-8.6%	612058 - 620205	24,442	-3
620,206	-7.4%	620206 - 628352	16,294	-2
628,353	-6.2%	628353 - 636499	8,147	-1
636,500	-5.0%	636500 - 669999	33,500	<b>Deadband (+/-) 5%</b>
670,000	0%		-	
703,500	5.0%	670001 - 703500	33,500	
711,647	6.2%	703501 - 711647	8,147	1
719,794	7.4%	711648 - 719794	16,294	2
727,942	8.6%	719795 - 727942	24,442	3
736,089	9.9%	727943 - 736089	32,589	4
744,236	11.1%	736090 - 744236	40,736	5
752,383	12.3%	744237 - 752383	48,883	6
760,530	13.5%	752384 - 760530	57,030	7
768,678	14.7%	760531 - 768678	65,178	8
776,825	15.9%	768679 - 776825	73,325	9
784,972	17.2%	776826 - 784972	81,472	10
793,119	18.4%	784973 - 793119	89,619	11
801,266	19.6%	793120 - 801266	97,766	12
809,414	20.8%	801267 - 809414	105,914	13
817,561	22.0%	809415 - 817561	114,061	14
825,708	23.2%	809415 - 825708	122,208	15
833,855	24.5%	784973 - 833855	130,355	16
842,002	25.7%	793120 - 842002	138,502	17
850,150	26.9%	801267 - 850150	146,650	18
858,297	28.1%	809415 - 858297	154,797	19
866,444	29.3%	817562 - 866444	162,944	20

Table 8.1: ARC / RRC adjustment calculations across various Total PO volume ranges

#### **Illustrative Example:**

- If the PO volume is 670,000 and the deadband is +/-5%, the base range is 636,500 - 703,500.
- If total PO volume in Year 2 increases to 726,000, a total of three (3) FTEs will be added.
- If the language support needed for the increased volumes is English, then the India rate of \$24,300 for a process associate will be applicable.
- The increase in P2P Annual Base Charges would be \$72,900 (\$24,300 x 3)

#### **7.4 New Services.**

If and to the extent that WestRock authorizes Supplier to perform any New Services in accordance with the Agreement, the Charges for such New Services shall be priced in accordance with the applicable Change Order, Supplier proposal or Supplement and approved by WestRock in accordance with **Section 4.3** of the MSA.

## 8. Cost of Living Adjustment.

- 8.1 COLA.** Supplier shall calculate an adjustment to certain Charges and rates based upon changes in the Cost of Living Index (each such adjustment a “**Cost of Living Adjustment**” or “**COLA**”) as described below. Supplier shall submit its calculation to WestRock and the Parties shall amend this **Schedule A-4** and the other applicable pricing attachments, if any, to this Supplement on an annual basis to reflect the COLA.
- 8.2 COLA Charges.** The COLA shall be applied to the Annual Base Charges and Rate Cards for all months after the effective date of the COLA (the “**COLA Charges**”).
- 8.3 Index Month.** The COLA shall be applied annually beginning of Month 13, Month 25, Month 37 and Month 49 from the applicable Services Commencement Date.
- 8.4 COLA Factor.** The “**COLA Factor**” for a given year shall equal the COLA change percentage as determined by the Department of Labor, Bureau of Labor Statistics for such year, but not greater than six percent (6%).
- 8.5 Application of COLA Factor.**
- The COLA Charges shall be adjusted at the beginning of each year to equal  $A \times (1 + B)$ , where:  
 A = the Charge or rate shown on the applicable pricing document prior to application of the COLA Factor (including the effect of all amendments), and  
 B = the COLA Factor for the year.
  - Upon completion of the calculations described in **Section 8.5(a)**, Supplier shall provide WestRock an amendment outlining changes made to each document that includes any COLA Charge that is to be adjusted under this **Section 8**. The Parties shall amend this **Schedule A-4** and the Supplement to reflect the adjusted COLA Charges for purposes from and after the first month of the applicable year.

## 9. Invoicing.

All program invoices will be issued in accordance with **Section 12.1** of the MSA.

## 10. Payment Terms.

All invoices are payable on net one hundred and twenty (120) day payment terms.

## 11. Termination Charges.

**11.1 General.** If WestRock terminates the Supplement under **Section 20.2** of the MSA, WestRock shall pay Termination Charges as set forth in **Table 9** for the Contract Month in which the effective date of termination occurs under **Section 20.2** of the MSA (the “**Termination Date**”).

Contract Month	Termination Charge
<b>1</b>	-
<b>2</b>	-
<b>3</b>	-
<b>4</b>	-
<b>5</b>	-
<b>6</b>	-
<b>7</b>	-
<b>8</b>	-
<b>9</b>	-
<b>10</b>	-
<b>11</b>	-

12	-
13	-
14	-
15	-
16	-
17	\$3,468,390
18	\$3,396,132
19	\$3,323,874
20	\$3,251,616
21	\$3,179,358
22	\$3,107,099
23	\$3,034,841
24	\$2,962,583
25	\$2,890,325
26	\$2,818,067
27	\$2,745,809
28	\$2,673,551
29	\$2,601,293
30	\$2,529,034
31	\$2,456,776
32	\$2,384,518
33	\$2,312,260
34	\$2,240,002
35	\$2,167,744
36	\$2,095,486
37	\$2,023,228
38	\$1,950,969
39	\$1,878,711
40	\$1,806,453
41	\$1,734,195
42	\$1,661,937
43	\$1,589,679
44	\$1,517,421
45	\$1,445,163
46	\$1,372,904
47	\$1,300,646
48	\$1,228,388
49	\$1,156,130
50	\$1,083,872
51	\$1,011,614
52	\$939,356
53	\$867,098
54	\$794,839
55	\$722,581
56	\$650,323
57	\$578,065
58	\$505,807
59	\$433,549
60	\$361,291

Table 9: Termination Charges

**11.2 Invoicing of Termination Charges.** If Supplier is not continuing any Affected Services after the effective date of termination under **Section 20.8(b)(ii)** of the MSA, Supplier shall invoice WestRock for all of the applicable Termination Charges as part of the Monthly Invoice for the final month of Services prior to termination. If Supplier is continuing to provide Affected Services after the Termination Date, then Supplier will invoice for an amount of the applicable Termination Charges in each month after termination equal to  $A \times (B/C)$ , where:

A = The applicable Termination Charges calculated based on the Termination Date,

B = The Annual Base Charges attributable to the portion of the Services that ended in the prior month (but calculated as of the Termination Date), and

C = The total Annual Base Charges under this Supplement as of the Termination Date.

For example, if the Supplement were terminated for convenience in Contract Month 50 but half of the Services are continued until Contract Month 54, Supplier would invoice for half of \$1,083,872 in the Monthly Invoice for Services rendered in Contract Month 50 and the other half of \$1,083,872 in the Monthly Invoice for Services rendered in Contract Month 54.

For clarity, Supplier will continue invoicing for Affected Services provided after the Termination Date separately and in accordance with **Section 20.8(b)(ii)** of the MSA.

**12. Currency.** All Charges and rates shall be in United States Dollars.

**Schedule A-5****Personnel****1. GENERAL PROVISIONS**

**1.1.** This **Schedule A-5**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023, between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

**1.2.** This **Schedule A-5** supplements **Article 8** of the MSA.

**2. EMPLOYEE TRANSFER AND HR TERMS**

Reserved.

**3. KEY SUPPLIER PERSONNEL**

In accordance with **Section 8.1** of the MSA, the following positions are Key Supplier Personnel positions under this Supplement and, to the extent applicable, an individual listed for a position is approved by WestRock (subject to the process set forth in **Section 8.1** of the MSA) to hold such position during the “Committed Period” for such position:

Key Supplier Personnel Position	Level of Effort	Committed Period	Name
Transformation & Transition Lead	Full-Time	6 Months, then part-time (see below row)	Pranav Padgaonkar
Supplier Client Executive	Part-Time	18 Months (following 6 months full-time as Transformation & Transition Lead)	Pranav Padgaonkar
S2C Supplier Account Manager	Full-Time	18 Months	Pramod Sethumadhavan
P2P Supplier Account Manager	Full-Time	18 Months	Wumi Adedeji

*Table 1: Key Personnel*

**Committed Period:** The Committed Period for each Key Supplier Personnel in this **Section 3** shall start upon the Commencement Date for the applicable Service. Without limiting **Section 8.4** of the MSA:

- WestRock may require that Supplier remove any individual providing Services for safety or other policy violations.
- WestRock may require that Supplier remove any Key Personnel if WestRock reasonably believes the individual is performing poorly or is not providing Services as warranted herein and Supplier must propose a replacement within fifteen (15) days.
- If Key Personnel leave Supplier’s organization, Supplier shall notify WestRock immediately and propose a replacement within fifteen (15) days.

**4. KNOWLEDGE TRANSFER PERSONNEL**

Reserved.

## 5. AFFECTED EMPLOYEES

Reserved.

## 6. SUPPLIER PERSONNEL REQUIRED SKILLS AND EXPERIENCE

Role Title	Years of Experience	Role Description
<b>Supplier Client Executive</b>	10+ years	Overall executive owner of the Services and responsible for the successful delivery across the Services described in <b><u>Schedule A-2</u></b> .
<b>S2C Supplier Account Manager</b>	8 – 10+ Years	Overall director of day-to-day S2C Services acting as a single point of contact for WestRock. This person has overall responsibility for successful S2C program delivery, which includes direct participation in strategic initiatives, provider sourcing execution team performance management, ensuring <b><u>Schedule A-2</u></b> adherence, <b><u>Schedule A-3</u></b> adherence and being the liaison for any S2C resourcing needs.
<b>S2C Category Manager</b>	4 – 8+ Years	Primary category leader who will perform strategic sourcing and contract execution for complex projects. Accountable for sourcing pipeline and providing support related to sourcing strategies and timely execution. A liaison and escalation point within the category.
<b>S2C Strategic Sourcing / Contract Lead</b>	3 – 6+ Years	Primary team lead who drives sourcing and/or contract execution across in-scope projects and contracts. The role will manage execution and management of sourcing projects, lead negotiation planning and execution alongside category managers. Role will also serve as senior resource to junior sourcing/contract resources by category.
<b>S2C Strategic Sourcing / Contract Associate</b>	1 – 3+ Years	End-to-end sourcing and contract execution for in-scope projects and contracts. The role will provide analytical execution support for sourcing/contracts team, creation of RFx documents, negotiation preparation support and market intelligence support.
<b>P2P Supplier Account Manager</b>	8 – 10+ Years	Overall director of day-to-day P2P Services acting as a single point of contact for WestRock. This person has overall responsibility for successful P2P program delivery, which includes direct participation in strategic process enhancement initiatives, provider P2P execution team performance management, process adherence, <b><u>Schedule A-2</u></b> adherence, <b><u>Schedule A-3</u></b> adherence and being the liaison for any P2P resourcing needs.
<b>P2P Process Manager</b>	4 – 8+ Years	Primary team lead who drives efficient process execution across the P2P process. They will lead and guide the execution of activities and are responsible for management of the P2P team. The role will serve as a liaison for WestRock stakeholders and be a senior resource to junior process team.
<b>P2P Process Associate</b>	1 – 4+ Years	Drives and ensures end-to-end procurement operations activity execution across in-scope activities, including requisition management, compliance reviews, purchase order distributions, etc.

## 7. EXPECTED WORKING HOURS AND AFTER-HOURS SUPPORT

Supplier shall perform the Services on Business Days (unless otherwise set forth below) according to the following time schedule (and with respect to S2C Services, excluding local holidays as expressly agreed in advance, in writing, by the Parties):

Workstream	Supplier Facility region from which Services are Performed	Regions Supported	Days Supported	Local Time Supported	WestRock Hours Supported For Reference (EST)
<b>S2C</b>	US	North America	Monday - Friday	8am – 5pm	8:00am – 5:00pm
	India	Global	Monday - Friday	2pm – 11pm	4:30am – 1:30pm
	Costa Rica	LATAM	Monday - Friday	8am – 5pm	10:00am – 7:00pm
	Romania	EMEA	Monday - Friday	8am – 5pm	1:00am – 10:00am
<b>P2P</b>	US	North America	Monday - Friday	8am – 5pm	8:00am – 5:00pm
	India (core team)	Global	Monday - Friday	2pm – 11pm	4:30am – 1:30pm
	India (extended hours)	Global	7 days a week	1:30am – 10:30am	4:00pm – 1:00am
	Costa Rica	LATAM	Monday - Friday	8am – 5pm	10:00am -7:00pm
	Romania	EMEA	Monday - Friday	8am – 5pm	1:00am – 10:00am

### After-Hours, Weekend and Holiday Support:

Supplier's helpdesk (as described in **Section 2.2** of **Schedule A-2**) will provide emergency on-call support in English on a 24/7 basis, including outside of the hours listed in the above table (such as evenings, weekends and holidays). Associated costs for such support for English are included in the Charges.

Emergency on-call support shall be handled as follows: The requests will be received and routed to the appropriate Supplier Personnel in the relevant region with (i) critical issues addressed immediately and (ii) non-critical issues addressed the following workday in such region, each at no additional charge or cost to WestRock.

## **Schedule A-6**

### **Governance**

## **1. GENERAL PROVISIONS**

### **1.1. Overview.**

This **Schedule A-6**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023 between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

### **1.2. Definitions.**

- a) “**Governance Policies and Procedures Manual**” has the meaning given in **Section 3**.
- b) “**Governance Procedures**” has the meaning given in **Section 3**.
- c) “**Joint Executive Steering Committee**” has the meaning given in **Section 4.2.3**.
- d) “**Joint Governance Committees**” has the meaning given in **Section 4.2**.
- e) “**Joint Management Committee**” has the meaning given in **Section 4.2.2**.
- f) “**Joint Operations Committee**” has the meaning given in **Section 4.2.1**.

## **2. DESCRIPTION**

This Schedule supplements **Section 9.3** of the MSA and **Exhibit 6** to the MSA. This Schedule describes processes that WestRock and Supplier will use to govern the Services and the Parties’ relationship under the Agreement. This **Schedule A-6** describes elements and layers of a structure for the Parties’ high-level interaction and each Party’s roles and responsibilities within that structure. This Schedule sets forth a governance framework that the Parties shall utilize with respect to the Services, their relationship and the Parties’ obligations following each applicable Service Commencement Date.

## **3. OVERVIEW**

The objective of these governance procedures is to facilitate the efficient and effective management of the Agreement through dialogue at multiple levels. The Parties seek to support the Agreement with strong relationships across all organizational levels and to provide opportunities for constructive collaboration and the exchange of ideas on topics related to the Agreement with a partner-like spirit and a drive for win-win problem solving.

Once each Contract Year, at the request of either Party, the Joint Management Committee shall review the Governance Procedures, and as appropriate and with the approval of the Joint Executive Steering Committee, consider amending the Governance Procedures to further evolve and refine the governance structure in accordance with the Change Control Procedures.

Supplier will develop and finalize the “**Governance Procedures**” prior to the conclusion of Transition as outlined in **Schedule A-10** (or, if applicable, the date set forth in the detailed Transition Plan), with reasonable assistance from WestRock. In developing the Governance Procedures, Supplier will leverage existing Supplier procedures and WestRock procedures, and the Governance Procedures will include the following (without limiting any related obligations under the Agreement):

- a) a framework for the discussion of problems arising from the Agreement or the Services;



- b) a structure for communication between WestRock and Supplier;
- c) a forum for cooperative and proactive oversight of the Services;
- d) a process by which WestRock may inform Supplier of additional WestRock business requirements (including WestRock Standards) and changes to such requirements;
- e) a process by which the Parties shall discuss Supplier's performance of the Services (including a review of whether Supplier's performance of the Services is in accordance with the Agreement and the Service Levels) and shall agree upon a process to remediate any deficiencies in Supplier's performance of the Services or any deficiencies in WestRock's obligations;
- f) a formal process that requires Supplier to provide an action plan for resolution of issues; and
- g) a forum for joint innovation and continuous improvement efforts.

Additional policies and procedures concerning the governance structure shall be included within the "**Governance Policies and Procedures Manual**", which shall be developed by WestRock, with the option to consult with Supplier during the development, and subject to final review and reasonable comment by Supplier prior to implementation. Such Governance Policies and Procedures Manual shall further describe each Party's roles and the roles of each Party's respective governance groups and executives and the interfaces among them.

Anything to the contrary notwithstanding, (A) neither this Schedule nor any discussion pursuant to this Schedule does or will waive, limit, diminish, impair or otherwise modify any rights or obligations of any Party under the Agreement and (B) for the avoidance of doubt, no issue requiring written agreement under the Agreement will be deemed resolved and no agreement will be made unless both Parties agree on the resolution or agreement in an appropriate signed written document in accordance with the procedures set forth in the Agreement. The committees will facilitate and recommend changes, with all changes to be subject to the Change Control Procedures and the terms of the Agreement.

#### 4. GOVERNANCE COMMITTEES AND MEETING SCHEDULE

##### 4.1. General.

Each member of a committee or designated participant in a meeting described herein shall make all reasonable efforts to attend each session of the applicable meetings. While substitution is discouraged, it is permissible. Permanent committee members at every level may delegate a substitute representative with full authority to act on their behalf. Substitutes not delegated with full authority by the permanent committee member they represent will not be seated and allowed to participate in meetings.

The chairperson of any committee described in this Schedule shall be responsible for directing the meetings of such committee, setting the agenda for such committee's meetings (provided that the chairperson shall include on the agenda any matter reasonably requested by any committee member), assigning follow-up items from such meetings, scheduling meetings of such committee, ensuring that reminders for such meetings are properly prepared and distributed sufficiently in advance of such meetings, and ensuring that accurate and complete minutes for such meetings are recorded and disseminated electronically to the appropriate persons and to all meeting participants promptly after the meeting and in any event within five (5) business days after the meeting. The chairperson shall make any changes to the draft minutes reasonably requested by committee members in order to correct errors.

Supplier chairpersons and each other candidate submitted by Supplier to be a member of any committee shall be subject to the approval of WestRock, which shall not be unreasonably withheld. In the event that Supplier wishes to change the positions or committee members identified herein to represent it on a committee, any such proposed change shall be subject to the prior approval of WestRock, which shall not be unreasonably withheld. WestRock may change or replace WestRock members on committees or their applicable titles as necessary.

At or near the end of each WestRock fiscal year, the Parties shall hold meeting(s) to:

- a) review the overall operation of the Agreement to ensure that the Services continue to meet WestRock's business and value objectives, and Supplier shall work with WestRock and provide advice and guidance to WestRock regarding technology trends and technology planning specific to WestRock's business requirements, including as required by the Agreement;
- b) review the performance standards and make adjustments to them as appropriate to reflect improved

performance capabilities;

- c) review the volume levels in accordance with **Schedule A-4** to determine if the Resource Baselines need to be adjusted due to sales cyclicalities and/or seasonality;
- d) if applicable, review the results of the survey of the key stakeholders, WestRock executive group and end users to assess their degree of satisfaction regarding the Services and the expectations for improvements, and the form of such survey shall be as agreed by the Parties; and
- e) review any other matters reasonably requested by WestRock.

Notwithstanding anything to the contrary in this Schedule, (A) no approval or action of any Joint Governance Committee is required for any action by a Party; (B) each Party acknowledges and agrees that it does not rely on any action or inaction under this Schedule to perform its obligations under the Agreement; (C) no statement in this Schedule that a Joint Governance Committee will perform an obligation of a Party will diminish that Party's obligations to perform that obligation; (D) statements made in meetings under this Schedule are not deemed to be notices, waivers, consents or agreements, even if embodied in minutes of meetings; (E) if any vote is taken, each Party shall be deemed have one (1) vote; (F) no vote will be taken unless both Parties agree that there is a quorum for the meeting and such vote; and (G) no vote will have any force or effect until implemented in accordance with the Agreement.

#### 4.2. Joint Governance Committees.

Both Supplier and WestRock will nominate their respective members for the various Joint Governance Committees, subject to WestRock's approval rights under **Section 4.1**, and the committee chairperson will establish the date for the initial meeting. The "**Joint Governance Committees**" consist of the following:

- a) Joint Operations Committee;
- b) Joint Management Committee; and
- c) Joint Executive Steering Committee.

##### 4.2.1. Joint Operations Committee.

The Parties shall form a committee which shall be composed of operational executives from WestRock and Supplier (the "**Joint Operations Committee**"). The Joint Operations Committee shall be composed of the following members subject to WestRock's approval rights under **Section 4.1**:

WestRock	Supplier
<ul style="list-style-type: none"> <li>• Procurement Transformation Leader</li> <li>• Indirect Procurement Leader</li> <li>• Source to Pay Leader</li> <li>• BPO Category Manager</li> </ul>	<ul style="list-style-type: none"> <li>• S2C Director</li> <li>• P2P Director</li> </ul>

*Table 1: Joint Operations Committee*

Additional personnel may be invited to participate on an as-needed basis.

The Joint Operations Committee shall meet weekly unless otherwise agreed by the Parties. The primary topics for meetings of the Joint Operations Committee are as follows:

- a) Ongoing delivery of the Services;
- b) Delivery of the Transition Services;
- c) Implementation and overall status of all activities associated with the Supplement;
- d) Performance improvement plans and making recommendations directly to the Joint Management Committee;
- e) Continuous improvement metrics and enhancements to the delivery of Services;

- f) Quality management performance and procedures;
- g) Risk assessment of key activities, as needed;
- h) Non-compliance with WestRock policies and procedures;
- i) Analyze and discuss Supplier's performance in the delivery of Services against budget, the Supplement terms and requirements, and the Service Levels;
- j) Service Level performance;
- k) Change requests, in accordance with the Change Control Procedures;
- l) Maintaining dialogue between personnel from Supplier and WestRock;
- m) Invoices and related financial issues, if any;
- n) Executive reports provided by Supplier monthly;
- o) Other topics that the Joint Operations Committee deems appropriate; and
- p) Topics that have been delegated to the Joint Operations Committee by other committees.

#### 4.2.2. Joint Management Committee.

The Parties shall form a committee which shall be composed of senior delivery executives from WestRock and Supplier (the "**Joint Management Committee**"). The Joint Management Committee shall be composed of the following members subject to WestRock's approval rights under **Section 4.1**:

WestRock	Supplier
<ul style="list-style-type: none"> <li>• Procurement Transformation Leader</li> <li>• Indirect Procurement Leader</li> <li>• Source to Pay Leader</li> <li>• BPO Category Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Client Executive</li> <li>• S2C Director</li> <li>• P2P Director</li> </ul>

*Table 2: Joint Management Committee*

Additional personnel may be invited to participate on an as-needed basis.

The Joint Management Committee shall meet monthly; provided, however, either Party may, by providing written notice to the other Party of at least five (5) business days, convene a special session of the Joint Management Committee as necessary, including to address a pending dispute, as described in the Agreement. The primary topics of the Joint Management Committee are as follows:

- a) Operational and financial performance of the Services;
- b) Continuous improvement metrics and enhancements to the delivery of Services;
- c) Performance improvement, enterprise technology, and security and business continuity policy;
- d) The direction of WestRock's strategy and its implementation in connection with the Services;
- e) Risk assessment of key initiatives;
- f) Resolution of issues according to the escalation procedures set forth in **Article 5** below;
- g) Supplier's performance in the delivery of Services (including the Transition Services) against budget, agreed Service Levels, performance improvement metrics and Transition Milestones;
- h) Reports prepared by Supplier;
- i) Maintaining dialogue between the management of Supplier and WestRock;
- j) Seek to identify ways to resolve any operational problems, issues or disputes;
- k) Perform those activities that the Joint Management Committee deems appropriate; and

- l) Perform activities delegated to them by the Joint Executive Steering Committee.

The Joint Management Committee may delegate activities to other committees as needed.

#### 4.2.3. Joint Executive Steering Committee.

The Parties shall form a committee of senior leadership executives from WestRock and Supplier (the “**Joint Executive Steering Committee**”). The composition of the Joint Executive Steering Committee shall be as follows subject to WestRock’s approval rights under **Section 4.1**:

WestRock	Supplier
<ul style="list-style-type: none"> <li>• Chief Procurement Officer</li> <li>• Procurement Transformation Leader</li> <li>• Indirect Procurement Leader</li> <li>• Source to Pay Leader</li> <li>• BPO Category Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Head of Services Delivery</li> <li>• Client Executive</li> <li>• S2C Director</li> <li>• P2P Director</li> </ul>

*Table 3: Joint Executive Steering Committee*

Additional personnel may be invited to participate on an as-needed basis.

The Joint Executive Steering Committee shall meet on a quarterly basis; provided, however, either Party may, by providing written notice to the other Party of at least five (5) business days, convene a special session of the Joint Executive Steering Committee as necessary to address a pending dispute as described in the Agreement. The primary topics of the Joint Executive Steering Committee are as follows:

- a) Directions and goals for the delivery of Services and alignment with WestRock’s strategic goals and objectives;
- b) Performance of each Party’s obligations with respect to the Services;
- c) Achievement of or failures to achieve key milestones and deliver Deliverables;
- d) Review of decisions regarding high-level technical, financial and resource plans;
- e) Review of and recommendations regarding the introduction of new initiatives and service offerings and value-added business opportunities within the framework of the Agreement;
- f) Future and strategic directions of the relationship;
- g) Change requests not previously resolved in accordance with the Change Control Procedures;
- h) Unresolved issues according to the escalation procedures set forth in **Article 5** below;
- i) Supplier’s performance of the delivery of Services;
- j) Innovation of and enhancements to the delivery of Services;
- k) Maintaining dialogue between WestRock and Supplier senior executives;
- l) Perform those activities that the Joint Executive Steering Committee deems appropriate;
- m) Topics advanced by the Joint Management Committee; and
- n) Topics to be delegated to the Joint Management Committee.

## 5. ISSUE RESOLUTION AND ESCALATION PROCEDURES

This **Article 5** defines the standard path for escalation of operational issues and to ensure that decisions are made at an appropriate level. This path does not apply to disputes, which will be addressed in accordance with **Article 19** of the MSA.

If either Party requests, any issues identified in connection with the delivery of Services shall be handled in accordance with the following resolution and escalation process. This process is not intended to invalidate a resolution of an issue outside of this process.

### **5.1. Issue Identification, Resolution at Service Delivery and Escalation.**

The Service delivery teams from both Parties will work together to resolve incidents and issues at this working relationship level. The purpose of this stage is to expedite resolution where possible and reduce the number of escalated items.

The Parties will meet at a suitable and agreed frequency (as frequently as daily) to resolve issues at this Service-delivery level. If an issue cannot be promptly resolved by the Service delivery teams, either Party may request that the issue be escalated to the Joint Operations Committee. The Service delivery teams will also assign an owner based on mutual agreement for the escalated issue who will retain the responsibility for tracking progress and facilitating closure of the issue.

Prior to formal escalation of an issue to the Joint Operations Committee, the Party assigned as the “owner” of the issue by the Service delivery teams must log the issue using appropriate tool/templates (the “**Issue Log**”) as agreed upon by WestRock and Supplier. The Issue Log shall include at least the following:

- a) Description of the issue (item);
- b) Relevant data and quantification of the item’s impact;
- c) Correlation of the item with existing records;
- d) Identification of any references within the Agreement (including Supplement A or Projects, if applicable);
- e) Classification of the item (identification date, status, owner, required completion date);
- f) An action plan provided by Supplier stating resources and time intervals to remediate each issue. Supplier shall align with WestRock on the action plan and provide ongoing written updates as to the status of such remediation effort. Further, Supplier shall brief WestRock with respect to the status of each issue. For those issues deemed critical to the delivery of the Services, WestRock shall promptly notify Supplier if Supplier fails to provide an action plan for such issue, and if Supplier fails to provide such action plan within five (5) business days after such notification, then Supplier shall be responsible for the reasonable and documented incremental additional costs (i.e., those costs above the amounts that were payable to Supplier) incurred by WestRock as a direct result of Supplier’s failure to provide such action plan; and
- g) History of escalation through the level(s) of resolution, if applicable.

Irrespective of the level of eventual resolution, the ownership of the issue and the responsibility of following up through closure will rest with the original owner, or an assigned owner as agreed upon by WestRock and Supplier. Supplier shall provide the Issue Log Report to WestRock each day there are any issues logged or updates made to the Issue Log.

### **5.2. Resolution at Joint Operations Committee Level.**

The Joint Operations Committee will seek to resolve issues and identify solutions which have a non-financial impact. Once presented with an issue, the Joint Operations Committee will:

- a) Analyze the issue and trigger additional research if required;
- b) Identify a resolution for the issue that the Parties subsequently agree upon in a signed writing in accordance with the Agreement; or
- c) Escalate the issue to the Joint Management Committee to seek a resolution if such issue meets the criteria set forth in the first sentence of **Section 5.3**.

### **5.3. Resolution at Joint Management Committee and Joint Executive Committee Levels.**

An issue will be escalated to the Joint Management Committee if it requires collaborative problem solving by the appropriate leaders within WestRock and Supplier.

The primary responsibility for resolving issues escalated to the Joint Management Committee will rest with the Joint Management Committee. Upon being presented with an issue, the Joint Management Committee may:

- a) Identify a resolution for the issue that the Parties subsequently agree upon in a signed writing in accordance with the Agreement;
- b) Make a recommendation to the Joint Executive Steering Committee for approval; or
- c) Escalate the issue to the Joint Executive Steering Committee for its resolution of the issue.

As is the case for other levels of resolution, the owner of the issue will retain accountability for updating and closing the issue on the tracking tool. The issue owner shall update the disposition of review and resolution in the Issue Log and on all appropriate communication channels.

If suitable, the resolution of closed items will be retained as key learnings.

The Parties agree that this **Schedule A-6** does not limit either Party's rights under **Article 19** of the MSA regarding disputes.

**Schedule A-7****Reports****1. GENERAL PROVISIONS**

This **Schedule A-7**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023 between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

This **Schedule A-7** supplements **Section 9.2(a)** of the MSA and sets out the Reports that Supplier shall provide to WestRock during the Supplement Term.

WestRock will provide reasonable assistance where necessary to Supplier to facilitate the timely delivery of the relevant data required for Supplier to fulfill its reporting obligations set forth herein. Reasonable assistance shall mean providing timely coordination and access to systems, stakeholders and other data sources, etc., required to develop the Reports. The relevant data inputs required for the Reports will be mutually agreed upon by the Parties.

Supplier’s responsibilities will include:

- a) delivery of all Reports in accordance with the format, content and frequency defined in this **Schedule A-7**;
- b) modifying the format, content and frequency of any Report as reasonably requested by WestRock; and
- c) delivery of source data upon request from WestRock.

Reports will be produced in the format requested by WestRock and lacking such request, in the format and system most appropriate for the content and audience. This may include Microsoft Office documents distributed in hard copy and/or soft copy. It may also include, where the content is appropriate, distribution via an online portal.

**2. REPORTS**

Without limiting Supplier’s other reporting obligations under the Agreement, Supplier shall provide the Reports set forth as follows:

Report Name	Description	Frequency
Transition Services Deliverables	Report related to the Transition Services as described in <b><u>Schedule A-10</u></b>	As set forth in <b><u>Schedule A-10</u></b>
Key Metric and KPI Performance Score	Report related to the Minimum Service Levels and other Service Levels as detailed in <b><u>Schedule A-3</u></b>	As set forth in <b><u>Schedule A-3</u></b>
Customer Satisfaction (CSAT) Report	Report with CSAT results, including additional background information on reasons for score results and a mitigation and improvement plan, where needed (as determined by WestRock)	Annually
Volumetric Reports	Report on key operational statistics: 1. Number of sourcing events by category and/or country 2. Number of purchase requisitions and purchase orders by country 3. Spend Report 4. Data variance Report	Monthly (or as otherwise mutually agreed by the Parties in writing)

Report Name	Description	Frequency
Issue Log	Report detailed in <b><u>Schedule A-6</u></b> tracking issues escalated through the Governance Procedures	As set forth in <b><u>Schedule A-6</u></b>
Executive Report	Report outlining performance against key metrics which will be jointly identified	Monthly (or as otherwise mutually agreed by the Parties in writing)



## Schedule A-9

### WestRock Satisfaction

#### 1. INTRODUCTION

**1.1** This Schedule A-9, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “MSA”) dated September 11, 2023, between WestRock Fulfillment Company (“WestRock”) and NB Ventures, Inc. d/b/a GEP (“Supplier”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in Schedule A-1, elsewhere in the Supplement or Exhibit 1 to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

**1.2** This Schedule sets out the WestRock Customer Satisfaction Survey (the “CSAT”) that Supplier shall solicit to the applicable WestRock recipients during the Term.

**1.3** The WestRock recipients of this survey will be jointly determined by the Parties in advance of Supplier’s solicitation of the CSATs, and Supplier will promptly share the responses with the WestRock BPO manager and Senior Vice President of Procurement. The initial questionnaire questions are provided in Section 1.4, but the Parties agree questions may evolve over time, subject to WestRock’s approval in writing.

#### **1.4 Initial Questionnaire.**

1. How long have you been engaged with the Supplier?
  - a) 0 – 6 Months
  - b) 6 – 12 Months
  - c) 1 – 3 Years
  - d) More than 3 Years
2. Who are the primary Supplier team members that you interact / have interacted with?
3. On a scale of 5 to 1, please rate the following elements of Supplier’s engagement. Please provide additional comments.

*(5 - Very Satisfied, 4 - Satisfied, 3 - Neutral, 2 - Dissatisfied, 1 - Very Dissatisfied)*

- a) Program management (e.g., program planning, change management and senior stakeholder communication)
- b) Project team (e.g., consulting skills, knowledge and expertise and collaboration skills)
- c) Innovation and insights (e.g., strategic thinking and creative solutions)
- d) Communication and Reporting (within procurement and business stakeholders)
- e) Issue resolution and responsiveness
- f) Delivering results (e.g., savings and Service Levels)
- g) Cultural fit

4. Overall Satisfaction - How would you rate the overall service provided by the Supplier?

*(5 - Very Satisfied, 4 - Satisfied, 3 - Neutral, 2 - Dissatisfied, 1 - Very Dissatisfied)*

5. How likely are you to recommend the Supplier to colleagues in your professional network?

*(5 - Very Likely, 4 - Likely, 3 - Neutral, 2 - Unlikely, 1 - Very Unlikely)*

6. Please share three specific aspects of Supplier's performance that work very well.

7. Please share three specific aspects of Supplier's performance that need improvement.

## **Schedule A-10**

### **Transition**

#### **1. INTRODUCTION**

- 1.1** This **Schedule A-10**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023 between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.
- 1.2** This Schedule, together with all attachments hereto, comprise the initial Transition Plan for purposes of **Section 4.2(b)** of the MSA. In the event of any conflict or inconsistency between the statements in the body of this Schedule and the MSA, the order of precedence will be as stated in **Section 21.13** of the MSA.
- 1.3** Supplier shall perform the Transition Services in accordance with **Section 4.2** of the MSA, including preparing a detailed Transition Plan in accordance with **Sections 4.2(b)** and **(c)** of the MSA.
- 1.4** This Transition Plan outlines tasks and activities required for Supplier and WestRock to complete in order to transition the Services from WestRock to Supplier. Supplier will perform the Transition Services as described in the MSA, this Schedule and the detailed Transition Plan. The Transition Services will include pre-transition planning, playbook development, training development and training execution for impacted stakeholders for in-scope processes, and Technology implementation (collectively, the “**Program Transition**”).

#### **2. DEFINITIONS**

- 2.1** “**Organizational Change**” shall mean the actions that the Parties have agreed to take to transform the organizations of the Eligible Recipients to adapt to the business model described in this Supplement.
- 2.2** “**Transition**” shall mean the process of transferring responsibility for the Services described in **Schedule A-2** from WestRock to Supplier.
- 2.3** “**Supplier Transition Team**” shall mean the Supplier Personnel assigned by Supplier to perform the Transition Services.
- 2.4** “**WestRock Transition Team**” shall mean the WestRock Personnel assigned by WestRock to support the Transition Services.

#### **3. TRANSITION APPROACH**

- 3.1** Without limiting **Section 4.2** of the MSA, Supplier will plan and prepare to deliver the Transition Services with WestRock’s reasonable assistance (with such assistance expressly set forth herein or in the detailed Transition Plan).
- 3.2** The guiding principles throughout the Transition Services period are as set forth in **Section 4.2** of the MSA.
- 3.3** In accordance with **Section 4.2(a)** of the MSA, Supplier is responsible for the overall delivery and management of the overall Transition Services, and WestRock is responsible for performing data

gathering, requirements definition, gap analysis, knowledge sharing, resource allocation, decision making and readiness assessments as expressly described herein or in the detailed Transition Plan.

#### 4. TRANSITION TIMELINE

**4.1 Indicative Transition Plan.** Figure 1 below provides the preliminary transition timeline as part of the initial Transition Plan, Workstreams and phases to complete the Transition Services in each of the in-scope Workstreams and regions. The Parties shall develop a detailed Transition Plan in accordance with **Section 4.2(c)** of the MSA with a timeline based on the transition timeline diagram below describing in detail the transition activities. The detailed Transition Plan, once complete, will include detailed responsibilities in connection with the Transition Services and Transition Milestones and other activities consistent with this Schedule.

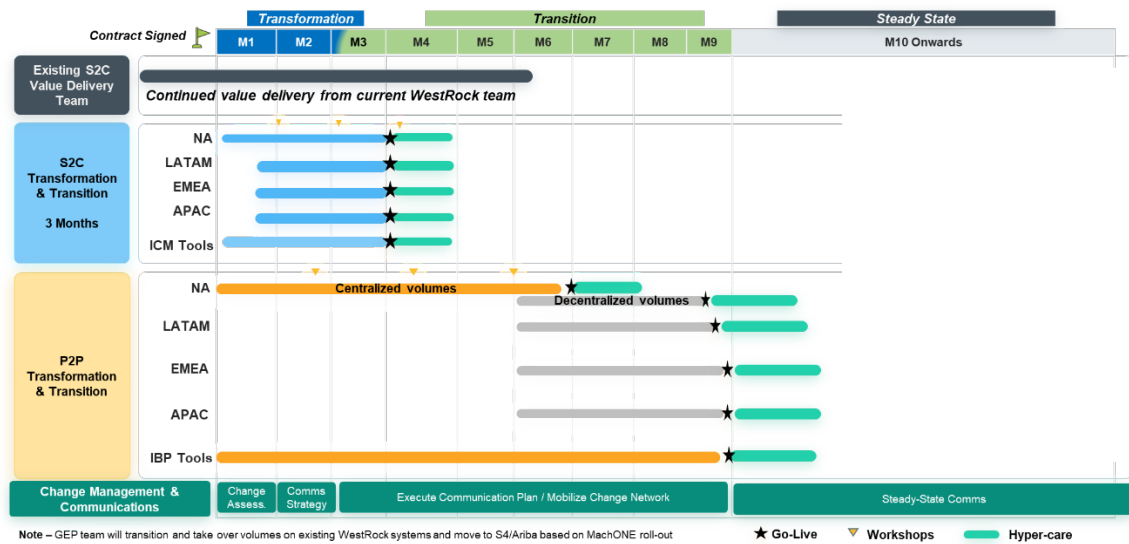


Figure 1: Initial Transition Timeline

**4.2 Transition Conclusion Timeline.** Table 1 below provides Transition Milestone Due Dates for Transition Conclusion by Workstream and region in accordance with **Section 4.2(d)** of the MSA. For clarity, the "Transition Conclusion Month" is the month by which Supplier shall have completed the Transition Services for such Workstream in such region.

Workstream	Region	Transition Conclusion Month
S2C	North America	M3
S2C	LATAM	M3
S2C	EMEA/ROW (Rest of the World)	M3
P2P	North America POs managed centrally by WestRock	M6
P2P	North America – Remaining Volumes	M8
P2P	LATAM	M9
P2P	EMEA/ROW	M9

Table 1: Transition Conclusion Month Summary

**4.3 Transition Workstreams.** Table 2 below outlines and describes Transition Services by workstream that Supplier shall perform during the Transition Period.

Transition Workstreams	Service Description
<b>Transition PMO</b>	<ul style="list-style-type: none"> <li>Develop and execute Transition Plans, governance (in accordance with <b>Schedule A-6</b>), and reporting (in accordance with <b>Schedule A-7</b>).</li> <li>Manage Transition and coordinate transition workstreams.</li> <li>Manage and mitigate Transition risks.</li> </ul>
<b>Process</b>	<ul style="list-style-type: none"> <li>Build process maps and playbooks.</li> <li>Develop process training.</li> <li>Go-live readiness reviews – readiness assessment survey.</li> </ul>
<b>Organization / People</b>	<ul style="list-style-type: none"> <li>Onboard and induct Supplier team.</li> <li>Develop role training.</li> <li>Execute knowledge transfer/training delivery.</li> <li>Perform people-based go-live readiness reviews.</li> <li>Provide hyper-care support.</li> </ul>
<b>Technology / Digital</b>	<ul style="list-style-type: none"> <li>Develop connectivity plans.</li> <li>Develop digital roadmap.</li> <li>Facilitate access provisioning.</li> <li>Develop tool training content.</li> <li>Execute knowledge transfer/training delivery in collaboration with WestRock.</li> <li>Perform technology-based go-live readiness reviews.</li> <li>Provide hyper-care support.</li> </ul>
<b>Governance &amp; Reporting</b>	<ul style="list-style-type: none"> <li>Operationalize and test KPI dashboard.</li> <li>Roll out and launch stakeholder forums in collaboration with WestRock.</li> <li>Track and report KPIs/Service Levels on a monthly basis, unless otherwise indicated by WestRock in the applicable dashboard.</li> <li>Create action plans to address performance gaps and realize continuous improvement opportunities.</li> </ul>
<b>Organizational Change Management &amp; Communication</b>	<ul style="list-style-type: none"> <li>Perform needs analysis.</li> <li>Develop communications planning.</li> <li>Develop communications plans/conduct road shows.</li> <li>Jointly monitor communications status with WestRock.</li> </ul>
<b>Stabilization / Hypercare</b>	<ul style="list-style-type: none"> <li>Track and monitor go-live Service Levels and KPIs.</li> <li>Track and mitigate any service disruption risks.</li> <li>Provide coaching and execution support, as required, to ensure no disruption to Service Levels.</li> </ul>

*Table 2: Transition Workstreams and Descriptions*

## 5. TRANSITION GOVERNANCE

**5.1 Governance Structure.** Throughout the Transition, designated representatives from both Supplier and WestRock will work together to aid Supplier in achieving the required outcomes and implementation of the Services. Supplier will perform the Transition Services and WestRock will perform its required tasks, including as set forth in the detailed Transition Plan, in accordance with the Agreement, including this Schedule and **Section 4.2** of the MSA. WestRock and Supplier shall jointly agree on the named Supplier participants in the governance meetings and the format of Transition Services status reporting and include such details in the detailed Transition Plan. Unless

otherwise specified herein, the governance roles and meeting structure for the Transition Services shall be consistent with that set out in **Schedule A-6**.

## 6. TRANSITION MILESTONES AND DELIVERABLES

**6.1 Milestones and Deliverables.** Supplier shall meet the Transition Milestones and provide the associated Deliverables as part of the Transition Services, including as described in **Table 3**.

Milestone	Deliverable	Deliverable Description	Deliverable Timeline	Sign-off Responsibility	Acceptance Criteria
S2P - Detailed Transition Plan completed and delivered to WestRock	Detailed Transition Plan	<p>A detailed Transition Plan that includes all components set forth in <b><u>Section 4.2(c)</u></b> of the MSA, as well as both Supplier and Westrock Transition Teams, responsibilities, tools and method. It also includes key deliverables and a timeline that is needed to perform an efficient and effective transition.</p> <p>For clarity, the detailed Transition Plan may be comprised of several documents, all of which taken together shall constitute one complete Deliverable.</p>	Thirty (30) days from Supplement Effective Date	WestRock	The Deliverable must be written clearly and contain reasonable detail covering all components set forth in <b><u>Section 4.2(c)</u></b> of the MSA and those listed in the third column.
S2C – Organizational Change Management and Communication Plan completed and delivered to WestRock	S2C – Organizational Change and Communication Plan	<p>This Deliverable will define the set of activities and roles to manage and control Organizational Change during the Transition. It will also define a frequency of communication and identify the stakeholders who will receive the applicable communications, ensuring that the WestRock stakeholders remain globally aligned in accordance with the communication plan.</p>	End of M2	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
S2C - Onboarding and	S2C - Onboarding and KT Plan	The onboarding and knowledge transfer plan will include a plan for	End of M3	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan,

Milestone	Deliverable	Deliverable Description	Deliverable Timeline	Sign-off Responsibility	Acceptance Criteria
Knowledge Transfer (KT) Plan completed and delivered to WestRock		the detailed recruitment, ramp-up and on-boarding along with knowledge transfer framework.			but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
S2C - Training Plan completed and delivered to WestRock	S2C - Training Plan	The training plan will document user instructions covering processes, tools, templates, Systems, etc. that facilitate effective knowledge transfer and training to the steady state team during the ramp-up stage of the Transition.	End of M3	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
S2C - Reporting and Metrics Tracking Plan completed and delivered to WestRock	S2C - Reporting and Metrics Tracking Plan	This Deliverable will include plans, tools and templates for measuring and tracking program metrics and Service Levels	End of M3	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
S2C - Process SOPs and Playbooks completed and delivered to WestRock	S2C - Process SOPs and Playbooks	Process maps and playbooks will include the future state of the operating model and processes including documented Standard Operating Procedures (SOPs), process playbooks and RACI, among others.	End of M3	WestRock Program Lead	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the process maps and playbooks must be clearly aligned with Supplement objectives and written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
S2C – Hyper-Care / Stabilization Plan completed and delivered	S2C - Hyper-Care/ Stabilization Plan	Hyper-care and Stabilization plan will set forth the required resources, actions and timeline to de-risk and stabilize Services after go-live.	End of M3	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process

Milestone	Deliverable	Deliverable Description	Deliverable Timeline	Sign-off Responsibility	Acceptance Criteria
to WestRock					steps, including those listed in the third column.
S2C - Go-live Readiness Reviews completed and delivered to WestRock	S2C – Go-Live Readiness Reviews	Business readiness report that includes critical criteria to indicate readiness of the in-scope Services to go live.	End of M3	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
P2P - Organizational Change and Communication Plan completed and delivered to WestRock	P2P – Organizational Change and Communication Plan	This Deliverable will define the set of activities and roles to manage and control Organizational Change during the Transition. It will also define a frequency of communication and identify the stakeholders who will receive the applicable communications, ensuring that the WestRock stakeholders remain globally aligned in accordance with the communication plan.	End of M4	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
P2P - Process SOPs and Playbooks completed and delivered to WestRock	P2P - Process SOPs and Playbooks	Process maps and playbooks will include the future state of the operating model and processes including documented Standard Operating Procedures (SOPs), process playbooks and RACI, among others.	End of M6	WestRock Program Lead	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the process maps and playbooks must be clearly aligned with Supplement objectives and written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
P2P - Reporting and Metrics Tracking Plan	P2P - Reporting and Metrics Tracking Plan	This Deliverable will include plans, tools and templates for measuring and tracking program metrics and Service Levels	End of M6	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and



Milestone	Deliverable	Deliverable Description	Deliverable Timeline	Sign-off Responsibility	Acceptance Criteria
completed and delivered to WestRock					contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
P2P - Onboarding and Knowledge Transfer (KT) Plan completed and delivered to WestRock	P2P - Onboarding and KT Plan	The onboarding and knowledge transfer plan will include a plan for the detailed recruitment, ramp-up and on-boarding along with knowledge transfer framework.	End of M7	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
P2P - Training Plan completed and delivered to WestRock	P2P - Training Plan	The training plan will document user instructions covering processes, tools, templates, Systems, etc. that facilitate effective knowledge transfer and training to the steady state team during the ramp-up stage of the Transition.	End of M7	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
P2P - Hyper-Care / Stabilization Plan completed and delivered to WestRock	P2P - Hyper-Care/ Stabilization Plan	Hyper-care and Stabilization plan will set forth the required resources, actions and timeline to de-risk and stabilize Services after go-live.	End of M8	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.
P2P - Go-live Readiness Reviews completed and delivered to WestRock	P2P - Go-Live Readiness Reviews	Business readiness report that includes critical criteria to indicate readiness of the in-scope Services to go live.	End of M9	WestRock	Acceptance Criteria will be as set forth in the detailed Transition Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail covering all applicable components and process steps, including those listed in the third column.

Table 3: Transition Milestones and Deliverables

**6.2 Deliverable Acceptance.** WestRock will be responsible for timely review of each Transition Deliverable upon delivery to determine whether it meet its acceptance criteria. WestRock will

respond to a request for sign-off within the timeframe defined in the detailed Transition Plan. If WestRock reasonably determines that a Deliverable does not meet its acceptance criteria, it shall promptly provide notice to Supplier and identify the failures. Supplier will then correct such failures and re-submit the Deliverable for WestRock's acceptance review within ten (10) days or as otherwise agreed in writing by the Parties. WestRock will provide Acceptance when all of the identified failures (if any) have been addressed by Supplier to WestRock's reasonable satisfaction. In the event WestRock signoff is not received or WestRock does not reply with a substantiated reason to delay signoff within five (5) business days from the due date as defined in the detailed Transition Plan, resolution on such Deliverables will route through the issue escalation process defined in **Article 5** of **Schedule A-6**.

## 7. TRANSITION ROLES AND RESPONSIBILITIES

**7.1 Responsibility Matrix.** The roles and responsibilities of the Parties for key Service components of the Transition Services are set forth in **Table 4** below. An "X" in the "Supplier" column indicates that Supplier is responsible for the corresponding activity, and an "X" in the "WestRock" column indicates that WestRock is responsible for the corresponding activity. Approval activities will be contingent on the Services, materials or Deliverables requiring review meeting the acceptance criteria (see **Section 6.2**). Acceptance criteria for such Services, materials or Deliverables will be defined in the detailed Transition Plan.

Service Component	Activity	Supplier	WestRock
<b>Transition PMO</b>			
<b>Develop Transition Plan</b>	Set-up an integrated PMO for the Program, including teams, Reports and PMO tools	X	
	Identify and designate a dedicated WestRock Transition Team with leadership involvement across regions, business units/plants, and key functions		X
	Draft detailed Transition Plan by workstream / by region	X	
	Review, and provide feedback to Supplier to final Transition Plans by workstream /by region until Acceptable		X
	Review, provide feedback and approve overall Transition Plan, if acceptable		X
	Manage and mitigate Transition risks	X	
<b>Establish Transition Governance</b>	Finalize Transition governance teams from Supplier	X	
	Finalize transition governance teams from WestRock		X
	Schedule Transition governance meetings	X	
	Schedule steering committee reviews	X	
	Review and align escalation process	X	
	Review and align issue resolution process	X	
<b>Process</b>			
<b>Build Process Playbooks</b>	Provide relevant existing process documents, SOPs, policies and any supporting documentation		X
	Capture process maps, RACI, Service Levels and execution rules in playbooks	X	

Service Component	Activity	Supplier	WestRock
	Review and align on playbooks with process owners	X	
	Fit check playbooks with regional leads	X	
	Review, provide feedback and approve process playbooks, if acceptable		X
	Conduct go-live readiness reviews and readiness assessment surveys	X	
<b>Develop Process Training</b>	Develop training on new process playbooks	X	
	Co-develop tool training to ensure full alignment with process flows and training	X	X
<b>Issue Updated Policies</b>	Draft revised policies	X	
	Review, provide feedback, approve if acceptable and issue new policies		X
	Launch policies	X	
	Issue follow-up communications to reinforce new policy expectations		X
<b>Organization/People</b>			
<b>Onboard and Induct Supplier Team</b>	Develop recruitment and on-boarding plan	X	
	Develop knowledge transfer framework and plan	X	
	Review, provide feedback and approve knowledge transfer plan, if acceptable		X
	Conduct Supplier team ramp-up	X	
	Provide the necessary licenses and access rights to relevant business applications including securing Required Consents (e.g. ERP systems)		X
	Prepare and deliver induction/client overview training	X	
	Assign and engage team members in Transition activities	X	
<b>Manage Organizational Change Plans of WestRock Staff</b>	Execute resource retention strategy in accordance with WestRock guidelines		X
	Plan all Knowledge Transfer (KT) activities, etc. including as they relate to exit strategies and Transition Milestones or other key dates	X	
	Transition WestRock Personnel off applicable functions, support planning KT activities to Supplier Personnel		X
	Manage WestRock Personnel exit strategy and communication		X
	Help backfill roles, including early departures, to avoid service disruptions, as needed	X	
	Make appropriate recommendations on WestRock's retained organization, job scopes and responsibilities	X	
	Perform hyper-care support	X	
<b>Build System/Persona Requirements for All Staff</b>	Create a master list of all procurement staff	X	X
	Determine current and new System access/role/persona requirements	X	

Service Component	Activity	Supplier	WestRock
	Work with Supplier and WestRock technology teams to ensure System access rights are set up per plan	X	X
	Manage and control all System Authorized Users access rights		X
<b>Conduct Knowledge and Work in Progress Transfer</b>	Plan and hold interviews /shadowing with Supplier team and key WestRock stakeholders	X	
	Capture business processes using appropriate tools		X
	Compile detailed information on how to perform role (including base activities, exceptions and issue management)	X	
	Provide in-flight project and pipeline activity to Supplier		X
	Take inventory of all in-flight and upcoming projects and agree work in progress (WIP) transfer plan	X	
<b>Plan and Deliver Training</b>	Build training plans (all regions) aligned with go-live plans and perform people-based go-live readiness reviews	X	
	Review, provide feedback and approve the training plan		X
	Schedule training sessions and manage all training communications and logistics	X	
	Deliver training to Supplier Personnel with WestRock support	X	
	Deliver training plan (for all audiences, all regions, all processes) with WestRock support	X	
	Identify on-going training needs / store materials on WestRock's learning management system for sustainability with support from Supplier		X
<b>Governance, Compliance, and Reporting</b>			
<b>Implemented Steady-State Governance Mechanisms</b>	Plan and schedule governance meetings	X	
	Develop monthly governance reports and data inputs	X	
<b>Launch Steady State Reporting</b>	Operationalize and test KPI dashboard	X	
	Identify, review and finalize performance management metrics (Service Levels, KPIs, etc.), targets and savings tracking processes	X	
	Build monthly (or as otherwise identified in the applicable dashboard) KPI and Service Level tracking reports for all regions and groups that funnel up the centralized procurement organization	X	
	Track and report KPIs/Service Levels as per new dashboard	X	
	Roll out and launch stakeholder forums in collaboration with WestRock.	X	
	Create action plans to address performance gaps and realize continuous improvement opportunities	X	
<b>Organizational Change and Communication Management</b>			

Service Component	Activity	Supplier	WestRock
<b>Develop Organizational Change Agent Network</b>	Identify Organizational Change agents in all business units (BUs), regions and functions to support Organizational Change and communication actions		X
	Perform needs analysis		
	Maintain cadence with Organizational Change agents / drive communication actions in their areas	X	X
<b>Hold Functional Roadshows</b>	Develop communication plans and schedule and hold “ <b>Roadshows</b> ” (defined as in-person trainings requiring travel to the applicable Facility) with functional leads	X	X
	Ensure program messages are cascaded down through functional teams		X
<b>Execute Organizational Change and Communication Management</b>	Develop and share standard communications	X	X
	Execute communication strategy across all stakeholder groups / regions / levels, with support from Supplier		X
	Jointly review communications statuses to monitor reactions to communication strategy	X	X
<b>Readiness Review and Launch</b>	Perform service rehearsal testing (soft launch)	X	
	Hold regional readiness reviews, as needed with WestRock support	X	
	Review, provide feedback and approve go-live decisions, if acceptable		X
	Launch in applicable regions and monitor Service Levels, KPIs and risks	X	
<b>Stabilization / Hypercare</b>			
<b>Stabilization / Hypercare</b>	Prepare hypercare team / control room with WestRock support	X	
	Track and resolve execution issues, system bugs and risks	X	
	Deliver follow-up communication and training as required with WestRock support	X	
	Track and monitor go-live Service Levels and KPIs	X	
	Track and mitigate any service disruption risks	X	
	Provide coaching and execution support, as required, to ensure no disruption to Service Levels.	X	

Table 4: Responsibility Matrix

## 8. SUPPLIER TRANSITION TEAM

**8.1 Supplier Transition Team.** The Supplier Transition Team roles and descriptions are outlined in Table 5 below.

Supplier Role	Supplier Role Description
<b>Client Executive</b>	<ul style="list-style-type: none"> <li>Key sponsor, with executive ownership for the successful delivery of services and account relationship</li> </ul>

Supplier Role	Supplier Role Description
	<ul style="list-style-type: none"> <li>The final step in the issue resolution process, before triggering dispute resolution</li> <li>Enforce strategic intent and accelerated decision-making</li> </ul>
<b>Transformation &amp; Transition Executive</b>	<ul style="list-style-type: none"> <li>Responsible for overall Transition execution</li> <li>Support Organizational Change activities with WestRock including communication planning, execution and business readiness</li> <li>Plan, coordinate and manage all region-specific Transition activities and ensure consistency of Transition implementation across regions</li> </ul>
<b>Transformation &amp; Transition Lead</b>	<ul style="list-style-type: none"> <li>Responsible for successful Transition and launch of service model</li> <li>Act as primary point of contact for WestRock during the Transition Period</li> <li>Manage day-to-day activities across Transition workstreams</li> </ul>
<b>Supplier Transition Team</b>	<ul style="list-style-type: none"> <li>Capture data and information for respective regions and workstreams</li> <li>Collaborate with regional procurement teams and business stakeholders where dependencies exist</li> <li>Build training plans (for all regions) aligned with go-live plans</li> <li>Schedule training sessions and deliver training (for all audiences, all regions, all processes)</li> <li>Ensure timely execution of the regional transitions</li> <li>Create all required Deliverables for each workstream, including process maps and playbooks tailored for regions, if required</li> <li>Provide regular progress updates including risks and schedule impacts</li> <li>Perform onshore and offshore data and information sharing</li> </ul>

*Table 5: Supplier Transition Team*

**8.2 WestRock Transition Team.** The WestRock Transition Team role and descriptions are outlined in **Table 6** below.

WestRock Role	WestRock Role Description
<b>WestRock Executive Sponsor</b>	<ul style="list-style-type: none"> <li>Key sponsor, with executive ownership for the successful delivery of transformed Services</li> <li>Make final decisions regarding program plans and solution design</li> <li>Provide visible executive support and presence to support communication and plans for Organizational Change (e.g., new policy launch, etc.)</li> <li>Provide guidance to the overall program team, remove obstacles and work closely with Supplier executives to facilitate Service implementation</li> </ul>
<b>WestRock Transition Lead</b>	<ul style="list-style-type: none"> <li>Responsible for successful transition and launch of transformed service model in all regions</li> </ul>

WestRock Role	WestRock Role Description
	<ul style="list-style-type: none"> <li>Act as primary point of contact during the Transition Period</li> <li>Act as the lead to support and drive Supplement success, jointly partnering with Supplier</li> <li>Review and approve, as applicable, all Standard Operating Procedures and joint process maps created for in-scope services</li> <li>Work with Supplier to resolve bottlenecks and support communication needs</li> <li>Help schedule and manage logistics of training delivery for all training groups</li> </ul>
<b>WestRock Transition PMO</b>	<ul style="list-style-type: none"> <li>Responsible to supporting Transition management activities with Supplier Transition Team</li> <li>Help facilitate reporting, interviews, workshops, etc. for Transition</li> </ul>
<b>Organizational Change &amp; Communications Lead</b>	<ul style="list-style-type: none"> <li>Review and finalize all draft communications and secure necessary approvals</li> <li>Direct key communications and agreed Organizational Change activities (provided by Supplier) including communication planning and execution, and readiness</li> <li>Support periodic communications as needed (communications with key users / stakeholders, team members etc.)</li> <li>Provide strategic direction and make decisions regarding Organizational Change, set expectations, approve relevant strategies, as needed</li> <li>Assist in resolving issues and provide support, drive messaging from executive level</li> <li>Support delivery for agreed Organizational Change initiatives at a local/regional level</li> <li>Assist with dealing with local/regional/specific issues in adoption and/or compliance</li> </ul>
<b>Process Owners</b>	<ul style="list-style-type: none"> <li>Understand the future state procurement operating model, processes and policies</li> <li>Align WestRock procurement and business stakeholders on future state processes and policies</li> <li>Serve as single point of contact for the process guidance including providing data, guidance and decision making</li> </ul>
<b>Technology Lead</b>	<ul style="list-style-type: none"> <li>Provide access to existing tools and technology to Supplier stakeholders</li> <li>Support completion of data requests from Supplier, as needed</li> </ul>
<b>Regional Leads (LATAM, EMEA, APAC)</b>	<ul style="list-style-type: none"> <li>Serve as the primary point of contact within the region for driving Transition</li> <li>Provide feedback on regional nuances</li> </ul>

*Table 6: WestRock Transition Team*

**8.3 WestRock Transition Time Estimates.** The WestRock Transition Team time estimates during the Transition Period are outlined in **Table 7** below. For clarity, the below percentages indicate the percentage of an individual's full-time work they are expected to devote to Transition.

WestRock Role	Estimated Percentage of Working Hours Per Month Needed During Transition
WestRock Executive Sponsor	5-10%
WestRock Transition Lead	50-70%
Organizational Change & Communications Lead	50-70%
Process Owners	50-80%
Technology Lead	100%

*Table 7: WestRock Transition Time Estimates*

## 9. CHANGES TO TRANSITION PLAN

**9.1 Transition Plan Change Methodology.** Any material changes in circumstances, conditions or requirements occurring during the provision of the Transition Services will be handled through the Change Control Procedure set out in **Section 9.6** of the MSA.

## 10. TRANSITION TEAM LOCATIONS

**10.1 Access to WestRock Facilities.** A portion of the Transition Services will take place at the WestRock Facilities, where WestRock will provide Supplier with reasonable access to and use of adequate office, telephone and communications support, office supplies, WestRock Network, internet access and connectivity, access to required Systems and printing facilities. The Supplier Transition Team will conduct site visits and attend meetings in person as set forth in the detailed Transition Plan, or as otherwise agreed with WestRock. Supplier will also utilize remote collaboration tools to coordinate knowledge transfer or group telecommunication during the provision of the Transition Services.

## 11. WESTROCK RESPONSIBILITIES

**11.1** WestRock will identify a WestRock Transition Team described in **Table 6** in **Section 8.2** to effectively collaborate on Transition activities before the Supplement Commencement Date.

**11.2** To the extent possible, WestRock will provide access to requested data and WestRock Personnel as required within five (5) business days, unless mutually agreed otherwise, to perform Transition-related activities.

**11.3** WestRock will notify Supplier of any material changes to the MachONE roll out plan within five (5) business days, unless mutually agreed otherwise, and coordinate with Supplier on any resulting, necessary changes to the Transition Plan, if any.



## **Schedule A-11**

### **Transformation**

#### **1. INTRODUCTION**

- 1.1** This **Schedule A-11**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023, between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.
- 1.2** Supplier shall perform Transformation Services in accordance with **Section 4.8** of the MSA, including preparing a detailed Transformation Plan in accordance with **Sections 4.8(a)** and **(b)** of the MSA. The initial Transformation Plan for Transformation Services under this Supplement is as set forth in this Schedule.
- 1.3** This initial Transformation Plan sets forth the initial project plan for the Transformation Services under Supplement A, including the detailed approach for the Transformation Services related to the Services listed in **Schedule A-2**, the key drivers for the Transformation Services, a listing of Supplier’s committed outcomes following the Transformation Services and governance procedures related to the Transformation Services.

#### **2. DEFINITIONS**

- 2.1** “**Future State**” shall mean the MachONE-enabled solution.
- 2.2** “**Interim Solution**” shall mean Supplier’s solution deployed before Future State is live.
- 2.3** “**Level 3**” shall mean the process steps required with a level of detail sufficient to enable practitioners to understand the identified process comprehensively.
- 2.4** “**Level 4**” shall mean the process steps required with a level of detail sufficient to enable a practitioner to understand and execute the identified process.
- 2.5** “**Organizational Change**” shall have the meaning given in **Schedule A-10**.
- 2.6** “**Supplier Transformation Team**” shall mean the Supplier Personnel assigned by Supplier to perform the Transformation Services.
- 2.7** “**Transformation**” shall mean the overarching process during which Supplier performs the Transformation Services.
- 2.8** “**WestRock Transformation Team**” shall mean the WestRock Personnel assigned by WestRock to support the Transformation Services.

#### **3. TRANSFORMATION APPROACH**

- 3.1** **Approach.** Without limiting **Section 4.8** of the MSA, Supplier will plan, prepare and deliver the Transformation Services, and WestRock will provide support as expressly described herein or in the detailed Transformation Plan.
- 3.2** **Transformation Workstreams.** Supplier shall perform Transformation Services through five major workstreams described in **Table 1** below.

Workstream	Description
<b>Organization</b>	Activities involving developing Future State organization design encompassing roles and responsibilities, team structure and HR strategy.
<b>Process and Policy</b>	Activities related to developing recommended Future State processes and policies including detailed process maps, responsibility matrices that cover all in-scope processes and Organizational Change impacts that may impact categories that are not in scope.
<b>Tech and Digital</b>	Assess current state technology landscape, and provide recommendations and implementation plan for automation opportunities.
<b>Governance and Reporting</b>	Activities related to defining the recommended Future State governance model including key governing bodies, steady-state reporting requirements and recommended steady-state KPIs.
<b>Organizational Change Management and Communication</b>	Activities related to assessing the Organizational Change management challenges and developing a communication and Organizational Change management plan by key stakeholder groups.

*Table 1: Transformation Workstreams*

**3.3 Transformation Guiding Principles.** The guiding principles for Transformation are as set forth in **Section 4.8** of the MSA. In accordance with **Section 4.8** of the MSA, Supplier is responsible for the overall delivery and management of the overall Transformation Services and WestRock is responsible for performing data gathering, requirements definition, gap analysis, knowledge sharing, resource allocation, decision making and readiness assessments as expressly described herein or in the detailed Transformation Plan. In addition, the WestRock Transformation Team members will also provide reasonable input, as requested, with respect to Supplier's tasks that involve designing technology or system changes in the environment that support the objectives of the Transformation, if any. WestRock's senior management team will participate in workshops and (a) provide input related to (i) shaping the vision and the strategy for the transformed procurement function to align with WestRock goals, and (ii) WestRock's plans and principles of the Transformation Plan, and (b) communicate regarding the Transformation Plan with the relevant WestRock stakeholders.

**3.4 Supplier Transformation Responsibilities.** Without limiting Supplier's other Transformation responsibilities (including as described in **Section 4.8** of the MSA, **Sections 3.6, 5** and **6** herein and the detailed Transformation Plan), additional Supplier Transformation responsibilities are outlined below:

- 3.4.1** Assessing WestRock's current state processes and policies and developing targeted recommendations for driving performance improvements with Supplier's Interim Solution and Future State through transformed, streamlined and automated service delivery processes.
- 3.4.2** Reviewing the current procurement organization including structure, teams, staffing levels, roles and responsibilities and developing targeted recommendations for driving performance improvement with Supplier's Interim Solution and Future State through a transformed organizational model.

**3.4.3** Reviewing current performance reports and developing targeted recommendations for improving collaboration with key procurement stakeholders and reporting of performance, progress and results with Supplier's Interim Solution and Future State.

**3.4.4** Reviewing the current technology environment, gathering Future State functional requirements and building a technology development and implementation plan that covers the full scope of technology as covered in the Technology Plan and as required per the detailed Transformation Plan for Supplier's Interim Solution and Future State.

**3.4.5** Establishing a summarized overview of all operating model recommendations and a clearly defined vision of the Future State business operations model, including service delivery processes, organization design and global governance framework for Supplier's Interim Solution and Future State.

**3.5 Summary Transformation Plan.** Figure 1 below lists the high-level Transformation activities, including estimated timeline, for each phase. The timeline is preliminary and Supplier will propose an updated timeline as part of the detailed Transformation Plan. For clarity, "M1" shall mean month 1, which is October 2023, "M2" shall mean month 2 (November 2023) and "M3" shall mean month 3 (December 2023).

High-Level Transformation Plan		M1			M2			M3		
<b>A</b>	<b>Program Setup and Transformation Plan Finalization</b>									
<b>B</b>	<b>Organization</b>									
1	Baseline the current state organization									
2	Design future state									
3	Design Local Sourcing Network									
4	Select retained team, identify, and plan resource actions									
<b>C</b>	<b>Process and Policy</b>									
1	Map out and assess current state process									
2	Develop future state sourcing process									
3	Develop future state contracting process									
4	Develop future state category management process									
5	Develop future state SRM process									
6	Develop future state Local Sourcing Network / P2P process									
7	Align process flows with S2P tools and maximize automation									
8	Procurement policy review									
<b>D</b>	<b>Tech and Digital</b>									
1	Assess current tools and technologies									
2	Develop technology architecture and implementation plan									
<b>E</b>	<b>Governance and Reporting</b>									
1	Assess current governance model and reporting processes									
2	Develop high-level governance structure and reporting requirements									
3	Develop category-level governance recommendations									
4	Align with finance on savings reporting and tracking processes									
<b>F</b>	<b>Change Management and Communication</b>									
1	Map out stakeholder groups									
2	Align on change management framework									
3	Develop and launch communication plan									
<b>G</b>	<b>Future State Vision, Business Case, and Transition Plan</b>									
1	Create future state vision									
2	Update business case									
2	Develop transition plan									
3	Secure executive alignment to vision, business case, and transition plan									

Figure 1: High-Level Transformation Plan

**3.6 Supplier Global Transformation Detailed Activities.** As part of the Transformation Services, Supplier will perform the activities outlined in **Table 2** below:

Transformation Workstreams	Key Activities
<b>Program Setup and Transformation Plan Finalization</b>	<ul style="list-style-type: none"> <li>• Set-up an integrated PMO for the program</li> <li>• Identify and designate a dedicated team with leadership involvement across regions, business units/plants and key functions</li> <li>• Draft detailed Transformation by workstream</li> <li>• Finalize governance teams from Supplier and WestRock</li> <li>• Schedule governance meetings</li> </ul>
<b>Organization</b>	<p><b>Baseline the Current State</b></p> <ul style="list-style-type: none"> <li>• Assess and baseline current roles and responsibilities across in-scope processes</li> <li>• Compare current state organization and roles to leading practices</li> <li>• Prepare recommendation for Future State organization</li> <li>• Review and align on key findings and organization recommendations</li> </ul> <p><b>Design Future State</b></p> <ul style="list-style-type: none"> <li>• Define the Interim Solution and Future State procurement organization team size</li> <li>• Draft and evaluate options for Interim Solution and Future State organization structure (e.g., whether center-led, centralized, decentralized, hybrid, etc.)</li> <li>• Define the span of control and number of layers in the Interim Solution and Future State procurement organization</li> <li>• Review and propose to WestRock a new structure</li> <li>• Segregate and rationalize the workload, roles and responsibilities for the team managing in-scope categories, the team managing the Local Sourcing Network and the team managing tools and governance</li> <li>• Perform global, regional and local analyses to size category teams by region</li> <li>• Validate the Interim Solution and Future State procurement organization recommendations and incorporate WestRock stakeholder feedback</li> </ul> <p><b>Design Local Sourcing Network</b></p> <ul style="list-style-type: none"> <li>• Analyze Local Sourcing Network footprint by business units, plants, countries and spend</li> <li>• Interview plant and/or mill personnel</li> <li>• Draft and evaluate Local Buying Network options</li> <li>• Review and propose to WestRock new local buying structure</li> </ul> <p><b>Select Retained Team, Identify and Plan Resource Actions</b></p> <ul style="list-style-type: none"> <li>• Gather role, level and location data</li> <li>• Propose strategy and process to WestRock Human Resource and respond to any feedback</li> <li>• Review current team vs. new organization requirements</li> <li>• Develop retained team recommendations</li> </ul>

Transformation Workstreams	Key Activities
	<ul style="list-style-type: none"> <li>Review and propose to WestRock team recommendations and action plan</li> <li>Plan resource actions, including to address the SOP</li> </ul>
Process and Policy	<p><b>Map Out and Assess Current State Process</b></p> <ul style="list-style-type: none"> <li>Confirm work volume for in-scope processes</li> <li>Confirm assessment of complexity levels by region and role</li> <li>Review performance reports to baseline current levels</li> <li>Document 80% of current state processes with variations by category and region, where applicable</li> <li>Assess current state process vs. leading practice</li> <li>Review and align on key findings and process assessment recommendations</li> </ul> <p><b>Develop Future State Sourcing Process</b></p> <ul style="list-style-type: none"> <li>Develop process maps down to Level 3</li> <li>Develop sourcing intake process</li> <li>Develop performance KPIs</li> <li>Develop savings reporting and validation process &amp; RACI related to same</li> <li>Develop ‘What’s Changing’ summary</li> <li>Review and propose to WestRock process owner the new process</li> <li>Perform regional fit gaps and identify required variations</li> </ul> <p><b>Develop Future State Contracting Process</b></p> <ul style="list-style-type: none"> <li>Develop process maps down to Level 3 with nuances by category, if any</li> <li>Document contract review and approval for automating workflows</li> <li>Develop performance KPIs</li> <li>Develop ‘What’s Changing’ summary</li> <li>Review and propose to WestRock process owner the new process with Process Owner</li> <li>Perform regional fit checks and identify required variations</li> </ul> <p><b>Develop Future State Category Management Process</b></p> <ul style="list-style-type: none"> <li>Develop category management process maps down to Level 3</li> <li>Develop category management frameworks</li> <li>Develop performance KPIs</li> <li>Develop processes and mechanisms for driving compliance</li> <li>Develop ‘What’s Changing’ summary</li> <li>Review and propose to WestRock process owner the new process</li> <li>Perform regional fit checks and identify required variations</li> </ul> <p><b>Develop Future State Supplier Relationship Management (SRM) Process</b></p> <ul style="list-style-type: none"> <li>Develop process maps down to Level 3</li> <li>Develop supplier relationship / performance management (SRM / SPM) framework</li> </ul>

Transformation Workstreams	Key Activities
	<ul style="list-style-type: none"> <li>• Develop performance KPIs</li> <li>• Develop ‘What’s Changing’ summary</li> <li>• Review and propose to WestRock process owner the new process with</li> <li>• Perform regional fit checks and identify required variations</li> </ul> <p><b>Develop Future State Local Sourcing Network / P2P Process</b></p> <ul style="list-style-type: none"> <li>• Develop process maps down to Level 4</li> <li>• Develop procurement operations processes (requisition to purchase order conversion, invoice resolution etc.)</li> <li>• Develop performance KPIs</li> <li>• Develop ‘‘What’s ’Changing’ summary</li> <li>• Review and propose to WestRock process owner the new process</li> <li>• Perform regional fit checks and identify required variations</li> </ul> <p><b>Procurement Policy Review</b></p> <ul style="list-style-type: none"> <li>• Review, assess and recommend improvements to all procurement related WestRock policies</li> <li>• Perform regional fit-checks</li> <li>• Set sourcing thresholds by spend and region</li> <li>• Submit the new policies for WestRock’s review</li> <li>• Propose to WestRock policy communication plan</li> </ul>
Tech and Digital	<p><b>Assess Current Tools and Technologies for Supplier Solution</b></p> <ul style="list-style-type: none"> <li>• Capture all functional requirements</li> <li>• Review system-level architecture</li> <li>• Prepare recommendations for Future State tech and digital solution</li> <li>• Propose to WestRock recommendations for Future State tech and digital solution</li> </ul> <p><b>Develop Technology Implementation Plan for Interim and Future State</b></p> <ul style="list-style-type: none"> <li>• Define data flows and data requirements for interim and Future State solutions</li> <li>• Create a robust data governance mechanism</li> <li>• Define integration and interfaces with different existing tools for interim and Future State solutions</li> <li>• Modify implementation plan (if needed, as determined by WestRock)</li> <li>• Propose to WestRock tech owner and IT lead on implementation plan for interim and Future State solutions</li> </ul> <p><b>Align Process Flows with S2P Tools and Maximize Automation</b></p> <ul style="list-style-type: none"> <li>• Review process maps with tech implementation team</li> <li>• Further automate S2P process with workflow tools / system interfaces</li> </ul>

Transformation Workstreams	Key Activities
<b>Governance and Reporting</b>	<p><b>Assess Current Model and Reporting Process</b></p> <ul style="list-style-type: none"> <li>Review current reports developed by WestRock's procurement team from data intelligence team to understand and propose Organizational Changes from current model to Future State</li> <li>Interview governance leads to understand process and procedures as of the Supplement Effective Date and develop a plan to address any gaps or revamp any processes</li> <li>Assess gaps vs. best practice</li> </ul> <p><b>Develop High-Level Governance Structure and Reporting Requirements</b></p> <ul style="list-style-type: none"> <li>Develop Future State recommendations to governance structure</li> <li>Build compliance strategy and Organizational Change management plan</li> <li>Develop program-level governance recommendations</li> </ul> <p><b>Develop Category-Level Governance Recommendations</b></p> <ul style="list-style-type: none"> <li>Develop category-level governance structure</li> <li>Align on category council stakeholder groups</li> <li>Build compliance strategy and Organizational Change management plan for key categories</li> </ul> <p><b>Align with Finance on Savings Reporting and Tracking Processes</b></p> <ul style="list-style-type: none"> <li>Review savings reporting and validation processes</li> <li>Propose to WestRock a strategy or strategies for savings allocations to go back to business units and sites</li> </ul>
<b>Organizational Change Management &amp; Communication</b>	<p><b>Map Out Stakeholder Groups</b></p> <ul style="list-style-type: none"> <li>Review current organization charts</li> <li>Identify discrete stakeholder groups by function, region, category, business units</li> <li>Understand and map out reporting relationships and interlocks</li> </ul> <p><b>Align on Change Management Framework</b></p> <ul style="list-style-type: none"> <li>Interview WestRock stakeholders to understand their expectation of procurement, existing pain points and Organizational Changes required to meet expectations</li> <li>Perform impact assessment</li> <li>Define Organizational Change management framework</li> <li>Define key Organizational Change challenges and recommendation actions</li> </ul> <p><b>Develop and Launch Communication Plan</b></p> <ul style="list-style-type: none"> <li>Develop communication plans by stakeholder group</li> <li>Design program brand and key messages pack</li> <li>Develop, review and align on program launch communications</li> <li>Launch communications following approval by WestRock</li> </ul>

Transformation Workstreams	Key Activities
<b>Future State Vision, Business Case</b>	<p><b>Create Future State Vision</b></p> <ul style="list-style-type: none"> <li>Develop summarized view of Interim Solution and future state operating model</li> <li>Define key structural Organizational Changes from current state to Interim Solution and Future State</li> <li>Establish final Transformation framework for ongoing innovation and continuous improvement</li> </ul> <p><b>Update Business Case</b></p> <ul style="list-style-type: none"> <li>Update base case based on revised savings, FTE and investment requirements</li> <li>Update base case based on revised implementation schedules</li> </ul> <p><b>Secure Executive Alignment to Vision Business Case, and Business Plan</b></p> <ul style="list-style-type: none"> <li>Prepare and hold Executive Steering Committee review</li> <li>Propose business case to WestRock finance team</li> <li>Drive consensus and buy-in to vision</li> <li>Propose communication roadshow plan for all WestRock business units and functions</li> </ul>

*Table 2: Transformation Activities*

#### 4. TRANSFORMATION GOVERNANCE

Throughout the Transformation, designated representatives from both Supplier and WestRock will work together to aid Supplier in achieving the required outcomes and transformation of the Services. Supplier will perform the Transformation Services and WestRock will perform its required tasks, including as set forth in the detailed Transformation Plan in accordance with the Agreement, including this Schedule and **Section 4.8** of the MSA. WestRock and Supplier shall jointly agree on the named Supplier participants in the governance meetings and the format of Transformation status reporting and include such details in the detailed Transformation Plan. Unless otherwise specified herein, the governance roles and meeting structure for the Transformation Services shall be consistent with that set out in **Schedule A-6**.

#### 5. TRANSFORMATION DELIVERABLES

##### 5.1 Deliverables.

Deliverables created by Supplier as part of the Transformation Services are described in **Table 3** below (the “**Transformation Deliverables**”). Specific Deliverables will be created by the Supplier Transformation Team as part of the Transformation Services. Transformation Deliverables, along with their respective responsibilities, completion timeframe and sign-off responsibility, are summarized in this section.

Deliverable	Deliverable Description	Deliverable Timeline	Sign-off Responsibility	Acceptance Criteria
S2P - Current State Baseline Assessment	A detailed report that includes the current state organization model, processes, policies and technology gaps to be resolved	End of M1	WestRock	The Deliverable must be written clearly and contain reasonable detail covering all components listed in the second column.



Deliverable	Deliverable Description	Deliverable Timeline	Sign-off Responsibility	Acceptance Criteria
S2P -Detailed Transformation Plan	A detailed Transformation Plan that includes all components set forth in <b>Section 4.8(b)</b> of the MSA, as well as the transformation teams, responsibilities tools, method, and timelines to perform the efficient and effective design of the transformed Future State operating model	End of M1	WestRock	The Deliverable must be written clearly and contain reasonable detail covering all components set forth in <b>Section 4.8(b)</b> of the MSA and those listed in the second column.
S2P – Future State Operating Model Summary	Synthesized overview of the recommended Future State operating model blueprint for the future ways of working along with a summary of key Organizational Changes and new capabilities	End of M2	WestRock	Acceptance Criteria will be as set forth in the detailed Transformation Plan, but in any case, the Deliverable must be written clearly, contain reasonable detail covering all applicable components and process steps, including those listed in the second column, and clearly align with WestRock’s program objectives.
S2C – Future State Process Design	‘To-be’ process flows at least to the detail described in <b>Table 2</b> and organization design with a summary of key Organizational Changes and new capabilities	End of M2	WestRock	Acceptance Criteria will be as set forth in the detailed Transformation Plan, but in any case, the Deliverable must be written clearly, contain reasonable detail covering all applicable components and process steps, including those listed in the second column, and include recommendations that are aligned with WestRock’s program goals and

Deliverable	Deliverable Description	Deliverable Timeline	Sign-off Responsibility	Acceptance Criteria
				achievable within program timelines.
S2C – Future State Organization Design	Future state organization design with clear RACI defined for Supplier (and WestRock, as applicable) responsibilities	End of M2	WestRock	Acceptance Criteria will be as set forth in the detailed Transformation Plan, but in any case, the Deliverable must be written clearly, contain reasonable detail covering all applicable components and process steps, including those listed in the second column, and include recommendations that are aligned with WestRock's program goals and achievable within program timelines.
S2P - Organizational Change Impact Assessment	Analysis of the impact on stakeholders of recommended Organizational Changes along with the recommended action plan	End of M2	WestRock	Acceptance Criteria will be as set forth in the detailed Transformation Plan, but in any case, the Deliverable must be written clearly and contain reasonable detail.
S2C - Future State Governance Model	'To-be' governance model and reporting schema with a summary of key Organizational Changes	End of M3	WestRock	Acceptance Criteria will be as set forth in the detailed Transformation Plan, but in any case, the Deliverable must be written clearly, contain reasonable detail covering all applicable components and process steps, including those listed in the second column, and

Deliverable	Deliverable Description	Deliverable Timeline	Sign-off Responsibility	Acceptance Criteria
				include a model that is aligned with WestRock's program goals.
S2P - Communication Plan and Strategy	A communication plan to be executed during the Transformation Period and beyond to promote adoption and compliance to the new operating model and its governing principles	End of M3	WestRock	Acceptance Criteria will be as set forth in the detailed Transformation Plan, but in any case, the Deliverable must be written clearly, contain reasonable detail covering all applicable components and process steps, including those listed in the second column, and be aligned with WestRock's program goals.
P2P – Future State Process Design	'To-be' process flows at least to the detail described in <b>Table 2</b> and organization design with a summary of key Organizational Changes and new capabilities	End of M3	WestRock	Acceptance Criteria will be as set forth in the detailed Transformation Plan, but in any case, the Deliverable must be written clearly, contain reasonable detail covering all applicable components and process steps, including those listed in the second column, and include recommendations that are aligned with WestRock's program goals and achievable within program timelines.
P2P – Future State Organization Design	Future state organization design with clear RACI defined for Supplier (and WestRock, as applicable) responsibilities	End of M3	WestRock	Acceptance Criteria will be as set forth in the detailed Transformation Plan, but in any

Deliverable	Deliverable Description	Deliverable Timeline	Sign-off Responsibility	Acceptance Criteria
				case, the Deliverable must be written clearly, contain reasonable detail covering all applicable components and process steps, including those listed in the second column, and include recommendations that are aligned with WestRock's program goals and achievable within program timelines.
P2P – Future State Governance Model	'To-be' governance model and reporting schema with a summary of key Organizational Changes	End of M4	WestRock	Acceptance Criteria will be as set forth in the detailed Transformation Plan, but in any case, the Deliverable must be written clearly, contain reasonable detail covering all applicable components and process steps, including those listed in the second column, and include a model that is aligned with WestRock's program goals.

*Table 3: Transformation Deliverables*

- 5.2 Deliverable Acceptance.** WestRock will be responsible for timely review of all Transformation Deliverables upon delivery to determine whether they meet the acceptance criteria and it provides Acceptance. WestRock will respond to a request for sign-off within the timeframe defined in the detailed Transformation Plan. If WestRock reasonably determines that a Deliverable does not meet the Acceptance criteria, it shall promptly provide notice to Supplier and identify the failures. Supplier will then correct such failures and re-submit the Deliverable for WestRock's Acceptance review within ten (10) days or as otherwise agreed in writing by the Parties. WestRock will provide Acceptance when all of the identified failures (if any) have been addressed by Supplier to WestRock's reasonable satisfaction. In the event WestRock signoff is not received or WestRock does not reply with a substantiated reason to delay signoff within five (5) business days from the due date as defined in the detailed Transformation Plan, resolution on such Deliverables will route through the escalation process defined in **Schedule A-6**.

## 6. TRANSFORMATION RACI

The roles and responsibilities of the Parties for key Service components of the Transformation Services are set forth in **Table 4** below. An “X” in the “Supplier” column indicates that Supplier is responsible for the corresponding activity, and an “X” in the “WestRock” column indicates that WestRock is responsible for the corresponding activity. Approval activities will be contingent on the Services, materials or Deliverables requiring review meeting the acceptance criteria (see **Section 5.2**). Acceptance criteria for such Services, materials or Deliverables will be defined in the detailed Transformation Plan.

Service Component	Activity	Supplier	WestRock
<b>A. Program Setup and Transformation Plan Finalization</b>			
<b>1. Develop Transformation Plan</b>	Set-up an integrated PMO for the program: Teams, Reports and PMO tools	X	
	Identify and designate a dedicated WestRock Transformation Team with leadership involvement across regions, business units/plants and key functions		X
	Draft detailed Transformation Plan by workstream	X	
	Review and provide feedback of Transformation Plan until Accepted		X
<b>2. Establish Transformation Governance</b>	Finalize governance teams from Supplier	X	
	Approve Supplier governance team		X
	Finalize governance teams from WestRock		X
	Schedule governance meetings	X	X
	Schedule steering committee reviews	X	X
<b>B. Organization</b>			
<b>1. Baseline Current State Organization</b>	Assess and baseline current roles and responsibilities across in-scope processes	X	
	Setup, coordinate and provide data for current state assessment		X
	Compare current state organization and roles to leading practices	X	
	Prepare recommendations for Future State organization	X	
	Review, provide feedback and sign-off on assessment once it is Accepted		X
<b>2. Design Future State</b>	Define the Interim Solution and Future State procurement organization team size	X	
	Draft and evaluate options for Future State organization structure (center-led, centralized, decentralized, hybrid, etc.)	X	
	Define the span of control and number of layers in the Future State procurement organization	X	
	Review and provide feedback on proposed new structure		X
	Segregate and rationalize the workload, roles and responsibilities for the team managing in-scope categories, team managing Local Sourcing Network and team managing tools and governance	X	
	Perform global/regional/local analysis to size category teams by region	X	
	Validate the Future State procurement organization recommendations and incorporate WestRock stakeholder feedback	X	

Service Component	Activity	Supplier	WestRock
	Provide feedback and approve Future State recommendations, if Accepted		X
<b>3. Design Local Sourcing Network</b>	Analyze Local Sourcing Network footprint by business units, plants, countries and spend	X	
	Coordinate Future State design interviews with representative mills and plants		X
	Facilitate interview with mills and plant managers	X	
	Draft and evaluate Local Sourcing Network options, as defined in <b>Schedule A-2</b>	X	
	Review, provide feedback and accept new local buying structure, if Accepted		X
<b>4. Select Retained Team, and Identify and Plan Resource Actions</b>	Gather role, level and location data		X
	Analyze role, level and location data	X	
	Develop resource retention strategy and process with inputs from Supplier		X
	Review current team vs. new organization requirements	X	
	Provide retained role recommendations	X	
	Review, provide feedback and approve role recommendations and action plan, if Accepted		X
	Plan and execute resource actions		X
<b>C. Process and Policy</b>			
<b>1. Map Out and Assess Current State Process</b>	Validate work volume for in-scope processes	X	
	Validate assessment of complexity levels by region and role	X	
	Review performance reports to baseline current process levels	X	
	Document at least 80% of current state processes with variations by category and region, where applicable	X	
	Assess current state process vs. leading practice	X	
	Review and provide feedback on key findings and process assessment recommendations		X
<b>2. Develop Future State Sourcing Process</b>	Develop process maps down to Level 3	X	
	Review, provide feedback and approve process maps, if Accepted		X
	Develop sourcing intake process	X	
	Approve sourcing intake process		X
	Develop performance KPIs	X	
	Review, provide feedback and approve performance KPIs, if acceptable		X
	Develop savings reporting and validation process & RACI	X	
	Develop 'What's Changing' summary	X	
	Review and propose new process to process owner	X	
	Perform regional fit gaps and identify required variations	X	
<b>3. Develop Future State Contracting Process</b>	Develop process maps down to Level 3	X	
	Review, provide feedback and approve process maps, if acceptable		X

Service Component	Activity	Supplier	WestRock
	Document contract review and approval for automating workflows	X	
	Develop performance KPIs	X	
	Review, provide feedback and approve performance KPIs, if Accepted		X
	Develop 'What's Changing' summary	X	
	Review and propose new process to Process Owner	X	
	Perform regional fit checks and identify required variations	X	
<b>4. Develop Future State Category Management Process</b>	Develop category management process maps down to Level 3	X	
	Review, provide feedback and approve process maps, if Accepted		X
	Develop category management frameworks	X	
	Develop performance KPIs	X	
	Review, provide feedback and approve performance KPIs, if Accepted		X
	Develop processes and mechanisms for driving compliance	X	
	Develop 'What's Changing' summary	X	
	Review and propose new process to process owner	X	
	Perform regional fit checks and identify required variations	X	
<b>5. Develop Future State SRM Processes</b>	Develop process maps down to Level 3	X	
	Review, provide feedback and approve process maps, if Accepted		X
	Develop supplier relationship / performance management (Supplier relationship management / Supplier performance management) framework	X	
	Develop performance KPIs	X	
	Review, provide feedback and approve performance KPIs, if Accepted		X
	Develop 'What's Changing' summary	X	
	Review and propose new to with process owner	X	
	Perform regional fit checks and identify required variations	X	
<b>6. Develop Future State Local Sourcing Network / P2P Process for Interim Solution and Future State</b>	Develop process maps down to Level 4	X	
	Review, provide feedback and approve process maps, if Accepted		X
	Develop procurement operations processes (requisition to purchase order conversion, invoice resolution etc.)	X	
	Develop performance KPIs	X	
	Review, provide feedback and approve performance KPIs, if Accepted		X
	Develop 'What's Changing' summary	X	
	Review and propose new process to process owner	X	
	Perform regional fit checks and identify required variations	X	
<b>7. Procurement Policy Review</b>	Review, assess and recommend improvements to all procurement related policies	X	
	Perform regional fit-checks	X	

Service Component	Activity	Supplier	WestRock
	Set sourcing thresholds by spend and region per feedback from WestRock	X	
	Review, provide feedback and approve new policies, if Accepted		X
	Provide recommendations on policy communication plan	X	
	Launch policy communications		X
<b>D. Tech and Digital</b>			
<b>1. Assess Current Tools and Technologies</b>	Capture all functional requirements for Supplier technology solution	X	
	Review system-level architecture for Supplier technology solution	X	
	Prepare recommendations for Interim Solution and Future State tech and digital solution	X	
	Review, provide feedback and approve recommendations for Future State tech and digital solution, if Accepted		X
<b>2. Develop Technology Implementation Plan for Interim and Future State</b>	Define data flows and data requirements for Interim Solution and Future State solution	X	
	Create a robust data governance mechanism	X	
	Define integration and interfaces with different existing tools for Interim and Future State solution	X	
	Modify implementation plan (if needed)	X	
	Align with WestRock Tech Owner and IT on implementation plan for Interim and Future State solution	X	
	Review, provide feedback and approve interim and Future State solution implementation plan, if Accepted		X
<b>3. Align Process Flows with S2P Tools and Maximize Automation</b>	Review and align process maps with WestRock tech implementation team for Interim Solution and Future State	X	
	Further automate S2P process with workflow tools / system interfaces, where applicable	X	
<b>E. Governance and Reporting</b>			
<b>1. Assess Current Model and Reporting Process</b>	Review current reports	X	
	Interview governance leads	X	
	Assess gaps vs. best practice	X	
<b>2. Develop High-Level Governance Structure and Reporting Requirements</b>	Develop Future State recommendations to governance structure	X	
	Build compliance strategy and Organizational Change management plan	X	
	Develop program level governance recommendations	X	
	Review, provide feedback and approve recommendations, Organizational Change strategy, and plan, if Accepted		X
<b>3. Align with Finance on Savings Reporting and Tracking Processes</b>	Review savings reporting and validation processes	X	
	Review, provide feedback, approve and implement on strategy for savings allocations to business units and sites, if Accepted		X
<b>F. Organizational Change Management &amp; Communication</b>			
<b>1. Map out Stakeholder Groups</b>	Review current organization charts	X	
	Identify discrete stakeholder groups by function, region, category, business units		X
	Understand reporting relationships and interlocks	X	



Service Component	Activity	Supplier	WestRock
<b>2. Align on Organizational Change Management Framework</b>	Interview WestRock stakeholders	X	
	Perform impact assessment	X	
	Define Organizational Change management framework	X	
	Review, provide feedback and approve Organizational Change management framework, if Accepted		X
	Define key Organizational Change challenges and recommendation actions	X	
	Review, provide feedback and approve identified challenges and recommended actions, if Accepted		X
<b>3. Develop and Launch Communication Plan</b>	Develop communication plans by stakeholder group	X	
	Design program brand and key messages pack	X	
	Develop, review and align on program launch communications	X	
	Review, provide feedback and approve communication plan, if Accepted		X
	Launch communications in coordination with WestRock	X	
<b>G. Future State Vision, Business, Case and Business Plan</b>			
<b>1. Create Future State Vision</b>	Develop summarized view of Future State operating model	X	
	Define key structural Organizational Changes from current state to Future State	X	
	Establish final Transformation framework for ongoing innovation and continuous improvement	X	
	Review, provide feedback and approve Future State vision, if Accepted		X
<b>2. Update Business Case</b>	Update based on revised savings, FTE and investment requirements	X	
	Update based on revised implementation schedules	X	
	Review, provide feedback and approve business case, if Accepted		X
<b>3. Secure Executive Alignment to Vision Business Case, and Business Plan</b>	Prepare and hold Executive Steering Committee review	X	
	Propose business case to WestRock Finance team	X	
	Drive consensus and buy-in to vision		X
	Review, provide feedback and approve communication roadshow plan with all business units and functions, if Accepted		X
	Propose on-going innovation framework and processes	X	
	Provide strategic and technical inputs into innovation roadmap		X

Table 4: Transformation RACI

## 7. SUPPLIER TRANSFORMATION TEAM

**7.1 Supplier Transformation Team.** The Supplier Transformation Team roles and descriptions are outlined in **Table 5** below.

Supplier Role	Supplier Role Description
<b>Client Executive</b>	<ul style="list-style-type: none"> <li>Key sponsor, with executive ownership for the successful delivery of services and account relationship</li> </ul>

	<ul style="list-style-type: none"> <li>• The final step in the issue resolution process, before triggering dispute resolution</li> <li>• Enforce strategic intent and accelerated decision-making</li> </ul>
<b>Transformation &amp; Transition Executive</b>	<ul style="list-style-type: none"> <li>• Accountable for overall design of Future-State operating model including processes, organization design, governance models and business case</li> <li>• Support Organizational Change activities with WestRock including communication planning, execution and business readiness</li> <li>• Plan, coordinate and manage all transformation activities</li> <li>• Facilitate workshops with WestRock senior management (e.g., Visioning workshops, etc.)</li> </ul>
<b>Transformation &amp; Transition Lead</b>	<ul style="list-style-type: none"> <li>• Responsible for successful Transformation and design of service model</li> <li>• Responsible for overall design of Future State operating model including processes, organization design, governance models and business case</li> <li>• Act as primary point of contact for WestRock during the Transformation Period</li> <li>• Manage day-to-day activities across Transformation workstreams</li> </ul>
<b>Supplier Transformation Team</b>	<ul style="list-style-type: none"> <li>• Work closely with the WestRock Transformation and Transition Team to execute transformation activities</li> <li>• Assess current state environment and perform gap analysis</li> <li>• Collaborate and involve key stakeholders in Future State design</li> <li>• Identify and resolve all open design issues related to Future State operating model</li> <li>• Develop Future State operating model designs related to processes, org design, roles and responsibilities, governance, reporting and technology</li> </ul>

Table 5: Supplier Transformation Team

**7.2 WestRock Transformation Team.** The WestRock Transformation Team roles and descriptions with estimated time requirements during the Transformation Period are described in the **Table 6** below. For clarity, the below percentages indicate the percentage of an individual's full-time work they are expected to devote to Transformation.

WestRock Role	Estimated Percentage of Time Needed During Transformation	WestRock Role Description
<b>WestRock Executive Sponsor</b>	5 – 10%	<ul style="list-style-type: none"> <li>• Key sponsor, with executive ownership for the successful delivery of transformed services</li> <li>• Take final decisions regarding program plans and future operating model design</li> <li>• Provide visible executive support and presence to garner exec-level alignment and commitment to Future State operating model vision, goals and plans</li> <li>• Provide guidance to the overall program team, remove obstacles and work closely with Supplier executives to facilitate Service implementation</li> </ul>

<b>WestRock Transformation Lead</b>	60% – 80%	<ul style="list-style-type: none"> <li>• Work with Supplier for overall design of Future State operating model including processes, organization design, governance models and business case</li> <li>• Act as primary point of contact during the Transformation Period</li> <li>• Act as the lead to support and drive Supplement success, jointly partnering with Supplier</li> <li>• Ensure sufficient customer participation in transformation workshops (e.g., ideation, validation, executive alignment workshops)</li> <li>• Work with Supplier to resolve bottlenecks and support communication needs</li> </ul>
<b>Organizational Change &amp; Communications Lead</b>	60% – 80%	<ul style="list-style-type: none"> <li>• Provide strategic direction and support case for Organizational Change, set expectations, approve relevant strategies as needed</li> <li>• If possible, remove roadblocks and provide support, drive messaging from executive level</li> <li>• Support delivery for Organizational Change initiatives at a local/regional level</li> <li>• Assist with dealing with local/regional/specific issues in adoption and/or compliance</li> </ul>
<b>People / Organization Lead</b>	50% – 70%	<ul style="list-style-type: none"> <li>• Review and provide feedback to Supplier with respect to developing the Future State organization structure including team structures, global/regional/local category operating model, etc.</li> <li>• Understand current employment contract types (full-time, part-time, agency, etc.), current employee relations and representation arrangements</li> <li>• Consult with WestRock HR to formulate HR plans and schedules related to any job or role changes</li> <li>• Support Supplier, as expressly requested, in developing knowledge transfer and training plans to support migration to Future State operating model</li> <li>• Help develop on-boarding and set-up plan for Supplier team</li> </ul>
<b>Process Owners</b>	50% – 60%	<ul style="list-style-type: none"> <li>• Help assess current state environment and perform gap analysis</li> <li>• Collaborate and involve key stakeholders in Future State design</li> <li>• Help resolve open design issues related to Future State operating model and take accountability for driving decisions related to Future State options and plans</li> <li>• Help advocate and communicate clear vision of process Organizational Changes and improvements related to Future State design</li> </ul>
<b>Technology Lead</b>	100%	<ul style="list-style-type: none"> <li>• Provide inputs in development of Future State digital procurement strategy and blueprint</li> <li>• Help provide functional and technical requirements related to implementation of in-scope technology and process automation</li> <li>• Provide reasonable support and guidance to Supplier to develop technical solutions and configurations aligned to WestRock's IT environment and future-plans</li> </ul>

		<ul style="list-style-type: none"> <li>• Support Future State technology implementation planning across different regions</li> <li>• Participate in long term digital transformation visioning and planning data request completion from Supplier, as needed</li> </ul>
<b>Regional Leads (LATAM, EMEA, APAC)</b>	10% – 20%	<ul style="list-style-type: none"> <li>• Serve as the primary point of contact within the region for transformation and Organizational Change</li> <li>• Provide feedback on regional nuances</li> </ul>

*Table 6: WestRock Transformation Team*

- 7.3 Access to WestRock Facilities.** A portion of the Transformation Services will take place at the WestRock Facilities, where WestRock will provide Supplier with access to and use of adequate office, telephone and communications support, office supplies, WestRock Network, internet access and connectivity, access to required Systems, printing facilities and fax facilities. The Supplier Transformation Team will conduct site visits and attend meetings in person as set forth in the detailed Transformation Plan, or as otherwise agreed with WestRock. Supplier will also utilize remote collaboration tools to coordinate knowledge transfer or group telecommunication during the provision of the Transformation Services.

## **8. TRANSFORMATION PLAN CHANGE METHODOLOGY**

Any material changes in circumstances, conditions or requirements occurring during the provision of the Transformation Services will be handled through the Change Control Procedure set out in **Section 9.6** of the MSA.

**Schedule A-12****In-Flight and Planned Projects****1. GENERAL PROVISIONS**

**1.1** This **Schedule A-12**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023, between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

**1.2** This Schedule sets forth the ongoing and planned projects and initiatives committed or underway as of the Supplement Effective Date, which shall be provided in accordance with this Agreement.

Project #	Category/ Tower	Project Name	Source Step	Start Date	Completion Date
18	Mill Services	Valves RFP	1. Data Collection	8/1/2023	3/31/2024
25	Mill Services	Elevator Services – RFP (non-OEM spend)	1. Data Collection	6/1/2023	1/31/2024
26	Mill Services	Boiler Services - Renegotiation with Boiler Service Contractors	1. Data Collection	6/1/2023	3/31/2024
68	Converting	OEM Negotiations - Alliance	1. Data Collection	10/1/2022	3/31/2024
73	Converting	OEM Negotiations - Balemaster	4. Negotiations	10/1/2022	3/31/2024
84	Converting	OEM Negotiations - American International Machinery	1. Data Collection	12/1/2022	3/31/2024
88	Converting	Identify non-OEM distributors for vendors such as BWP, Bobst, BHS, Sun Automation, ACS	1. Data Collection	12/1/2022	2/28/2024
102	Corporate Services	Real Estate Services	1. Data Collection	2/1/2023	2/28/2024
9E	Mill Services	PSP for NDT - Florence	4. Negotiations	7/1/2022	3/31/2024
322	MRO	Industrial Gases	1. Data Collection	1/10/2023	2/1/2024
9F	Mill Services	PSP for NDT - RFP (Longview)	4. Negotiations	7/1/2022	2/22/2024
6	Mill Services	Mechanical/Electrical Services - Demopolis, Stevenson	4. Negotiations	5/10/2022	11/30/2023
19	Mill Services	Pumps Repair - RFP	1. Data Collection	6/1/2023	3/31/2024
29	Mill Services	Digester Repair Services - RFP	3. Sourcing Exec.	6/1/2023	11/30/2023

Project #	Category/ Tower	Project Name	Source Step	Start Date	Completion Date
33	Mill Services	Rental Equipment RFP	2. Strategy development	4/1/2023	11/30/2023
90	Corporate Services	Compensation or Benefits Service - Pharmacy Benefits Management	1. Data Collection	2/1/2023	2/28/2024
92	Corporate Services	Insurance - Health, Life, Dental and Vision	1. Data Collection	2/1/2023	2/28/2024
96	Corporate Services	Consulting	1. Data Collection	2/1/2023	2/28/2024
97	Corporate Services	Audit Services	1. Data Collection	5/1/2023	2/28/2024
98	Corporate Services	Legal Services	1. Data Collection	5/1/2023	2/28/2024
99	Corporate Services	Commercial Cards	2. Strategy development	5/1/2023	2/28/2024
105	Mill Services	Industrial Cleaning - Phase 2 (Charleston, Fernandina, Stevenson, Hopewell and Florence)	1. Data Collection	10/15/2023	1/31/2024
109	Mill Services	Roofing RFP	1. Data Collection	9/1/2023	2/28/2024
111	Mill Services	Engineering Services RFP	1. Data Collection	8/1/2023	2/28/2024
112	IT/Telecom	Servers & Storage RFP	2. Strategy development	5/15/2023	10/27/2023
113	IT/Telecom	EUC Hardware (PC/Laptop) RFP	2. Strategy development	5/15/2023	10/27/2023
115	IT/Telecom	IBM Q Radar	2. Strategy development	5/24/2023	11/30/2023
117	IT/Telecom	B2B E-Commerce Platform RFP	2. Strategy development	5/25/2023	12/15/2023
120	IT/Telecom	3rd Party Labor Consol.	2. Strategy development	5/31/2023	12/10/23
121	IT/Telecom	Desktop & App Virtualization RFP (Citrix)	2. Strategy development	5/15/2023	12/10/2023
124	Corporate Services	Car Rentals	1. Data Collection	10/1/2023	1/29/2024
133	Facility Services	External Landscaping	1. Data Collection	9/1/2023	2/28/2024
183	MRO	Pipes, Valves and Fittings	1. Data Collection	11/1/2023	2/28/2024
238	Mill Services	Waste - Guadalajara Mill	1. Data Collection	6/3/2023	11/30/2023
259	Mill Services	Lime Kiln Maintenance Services	1. Data Collection	5/15/2023	2/28/2024
260	Mill Services	Refractory Services	1. Data Collection	5/15/2023	2/28/2024

Project #	Category/ Tower	Project Name	Source Step	Start Date	Completion Date
278	Converting	ACS Replacement RFP	1. Data Collection	7/1/2023	3/31/2024
280	Mill Services	Catering	1. Data Collection	8/1/2023	3/31/2024
282	IT/Telecom	ePS - Strategy & Approach	3. Sourcing Exec.	6/1/2023	1/31/2024
288	Facility Services	Medical Services	1. Data Collection	6/1/2023	3/31/2024
289	Facility Services	Janitorial	1. Data Collection	10/1/2022	3/31/2024
294	IT/Telecom	Electronic Sensor RFQ	3. Sourcing Exec.	10/1/2022	3/31/2024
313	IT/Telecom	Grupo Gondi Integration	2. Strategy development	2/1/2023	2/28/2024
318	IT/Telecom	Vulnerability Management Managed Services	1. Data Collection	7/1/2022	3/31/2024
323	Mill Services	Equipmental Rental Spend Consolidation - Aggrekko and Atlas Copco	1. Data Collection	1/10/2023	2/1/2024
324	Mill Services	Renegotiations with High Spend Incumbents - Triosim, Nasseff, Airtek, Inco Services and Saiia	1. Data Collection	7/1/2022	2/22/2024
325	Mill Services	Payment Terms Rationalization	2. Strategy development	5/10/2022	11/30/2023
81	Converting	OEM Negotiations - Koenig & Bauer	2. Strategy development	6/1/2023	3/31/2024
82	Converting	OEM Negotiations - Heidelberg	2. Strategy development	6/1/2023	11/30/2023
103	Mill Services	Mechanical & Electrical Services - Roanoke Rapids, Hopewell, West Point, Hodge, Fernandina, Florence, Seminole	1. Data Collection	4/1/2023	11/30/2023
293	IT/Telecom	Adobe Renewal	1. Data Collection	9/1/2023	2/1/2024
296	Corporate Services	Background Screening RFP	2. Strategy development	6/1/2023	12/15/2023

**Schedule A-13**  
**Approved Facilities**

**1. GENERAL PROVISIONS**

- 1.1.** This **Schedule A-13**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023, between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.
- 1.2.** This **Schedule A-13** supplements **Article 6** of the MSA and sets out the approved Facilities from which Supplier may perform Services.

**2. FACILITIES**

Approved, in-scope Supplier Facilities and WestRock Facilities for this Supplement are as set below

- 2.1. Supplier Facilities.** In accordance with **Section 6.1** of the MSA, Supplier may use the following Supplier Facilities for the types of Services indicated for each such Supplier Facility.

Facility Name and Address	Services to be Provided From Facility
<b>HEADQUARTERS</b>	
<b>United States</b> NB Ventures, Inc. d/b/a GEP 100 Walnut Avenue, Suite 302 Clark, NJ 07066 United States	<ul style="list-style-type: none"> <li>• Category management</li> <li>• Strategic sourcing support</li> <li>• Procurement operations</li> <li>• Helpdesk</li> </ul>
<b>Costa Rica</b> Lindora Park, Edificio B Primer piso, Pozos de Santa Ana San Jose, Costa Rica 10903	<ul style="list-style-type: none"> <li>• Category management</li> <li>• Strategic sourcing support</li> <li>• Procurement operations</li> <li>• Helpdesk</li> </ul>
<b>Romania</b> Someșului Str., no. 34-36, 3rd floor Cluj-Napoca, România	<ul style="list-style-type: none"> <li>• Category management</li> <li>• Strategic sourcing support</li> <li>• Procurement operations</li> <li>• Helpdesk</li> </ul>
<b>India</b> 13 <sup>th</sup> Floor, Building No. 3 Gigaplex, Airoli Knowledge Park, Airoli (W), Navi Mumbai – 400 708	<ul style="list-style-type: none"> <li>• Category management</li> <li>• Strategic sourcing support</li> <li>• Procurement operations</li> <li>• Helpdesk</li> </ul>
<b>India</b> Shri Maharishi Tech Park, No.4-5/2 Om Namasivaya Nagar, Thudiyalur Road, Saravanampatti, Coimbatore - 641035	<ul style="list-style-type: none"> <li>• Category management</li> <li>• Strategic sourcing support</li> <li>• Procurement operations</li> <li>• Helpdesk</li> </ul>

*Table 1: Supplier Facilities*



**2.2. WestRock Facilities.** In accordance with **Section 6.2** of the MSA, WestRock shall provide Supplier with office space and office furniture in the following WestRock Facilities, for the performance of the below-specified Services. The number of Supplier Personnel who shall work from the following WestRock Facilities is indicated below (subject to change as mutually agreed by the Parties in writing).

Facility Name and Address	Number of Supplier Personnel	Description	Duration
<b>United States</b> WestRock Company 1000 Abernathy Road NE Atlanta, GA 30328	6	<ul style="list-style-type: none"> <li>Knowledge transfer planning</li> <li>Completion of training and knowledge transfer</li> <li>WestRock shall provide dedicated workspace and infrastructure (telephone, access to internet, intranet, etc.) for Supplier's Atlanta-based executives throughout the Supplement Term</li> </ul>	Supplement Term

*Table 2: WestRock Facilities*

## **Schedule A-14**

### **Business Continuity and Disaster Recovery**

#### **1. GENERAL PROVISIONS**

This **Schedule A-14**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023 between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

#### **2. BUSINESS CONTINUITY EVENT**

**2.1.** This Schedule sets forth WestRock’s priorities and Supplier’s responsibilities in the event of a service disruption at a Supplier Facility that affects Supplier’s ability to provide the Critical Business Functions & Services (as defined below) to WestRock (each, a “**BC Event**”). Each BC Event will trigger the business continuity plan described in **Section 4** below, and may also constitute a Force Majeure Event, as defined in **Section 9.14** of the MSA. Nothing in this Schedule shall be construed as limiting WestRock’s rights or Supplier’s obligations under **Section 9.14** of the MSA.

**2.2.** This Schedule contemplates a BC Event that prevents Supplier from performing the Services at the Supplier Facility from which Supplier intends to perform or is, at the time of a BC Event, performing the Services (the “**Original Facility**”) or renders Supplier completely unable to perform the Services at the Original Facility and where an alternate facility is required for continuation of the Services.

**a) Declaration of BC Event.**

Supplier is the only Party that may declare a BC Event at a Supplier Facility, and such declaration will be based off the descriptions set forth in **Table 1**, below. Supplier shall use commercially reasonable efforts to immediately notify the WestRock Governance Lead once it becomes aware of circumstances that may lead it to declare a BC Event.

**b) Service Levels.**

Supplier shall continue to use best efforts to meet applicable Service Levels during the BC Event, but Service Level Credits, if any, shall not be calculated during a BC Event to the extent such BC Event qualifies as a Force Majeure Event, in accordance with **Sections 9.14** and **10.2** of the MSA.

#### **3. SUPPORT DURING BC EVENT**

Within twenty-four (24) hours of the occurrence of each BC Event, and per the requirements contained in **Table 1** below and the BCDR Plan, Supplier shall recover at least twenty percent (20%) of the Supplier Personnel (which twenty percent (20%) shall include the P2P Supplier Account Manager and the Supplier Personnel performing the Services set forth in **Section 2.2** of **Schedule A-2**) at the Original Facility (the “**Critical Seats**”) at (i) an alternative facility or (ii) or using secure work from home (“**WFH**”) capabilities.

**a)** Each alternate facility shall have the following basic technologies: a workstation with standard Supplier desktop configuration, IVPN connectivity at the recovery location (does not include dedicated bandwidth), restricted access to a shared printer based on business need and telephone access for regular business activities requiring telephone access and being performed during a BC Event.

**b)** Each work from home seat shall have the following basic technologies: a workstation with

standard Supplier laptop configuration, VPN connectivity to resource required for service delivery and telephone access for regular business activities requiring telephone access and being performed during a BC Event.

Supplier shall use commercially reasonable efforts to continue providing the following Services:

- Source-to-Contract (S2C) Services, including as described in **Schedule A-2**; and
- Procure-to-Pay (P2P) Services, including as described in **Schedule A-2**.

Supplier shall provide additional seats that are not Critical Seats (the “**Non-Critical Seats**”) to recover all remaining Services for WestRock as soon it is reasonably possible to do so as determined by Supplier in its reasonable discretion. In any event, if Supplier shall return to providing all Services for WestRock within fifteen (15) days after the start of the BC Event, and if Supplier fails to do so, WestRock may terminate this Agreement in whole or in part without payment of Termination Charges.

#### 4. BUSINESS CONTINUITY PLAN

During the Transition Services and in accordance with **Section 9.14** of the MSA, Supplier shall complete a BCDR Plan and address and resolve any issues or changes flagged for attention by WestRock in such plan as soon as practicable but no longer than two (2) days after notification by WestRock. The BCDR Plan shall include a description of the (a) critical business functions as designated by WestRock and (b) the high priority Services to be maintained during a BC Event, which include those Services performed by Supplier as set forth in **Section 2.2** of **Schedule A-2** (collectively, the “**Critical Business Functions & Services**”), the timescale for recovery, the assets/resources required and dependencies on supporting the Critical Business Functions & Services.

In the event the Parties are unable to agree on a BCDR Plan, the Parties will utilize the governance process set forth in **Exhibit 6** of the MSA and, until resolution is reached, Supplier will implement resource recovery services in accordance with Supplier’s standard business continuity procedures.

The BCDR Plan will support the two impact levels of BC Events defined in **Table 1** below and further detail the recovery strategy set forth below, including from where additional support will be provided in the event of a BC Event at a Supplier Facility in a given country, as set forth in **Table 2**. Supplier shall provide WestRock the BCDR Plan prior to the Commencement Date, which is the date it shall be operative, in accordance with **Section 9.14(e)** of the MSA.

Level	Description of Disruption	Recovery Strategy	Recovery Level Requirements
1	There is a <b><u>partial disruption to the Original Facility</u></b> that materially disrupts the Critical Business Functions & Services.	1) Work from Original Facility, to the extent possible  2) Work from home (WFH), as necessary	Minimum twenty percent (20%) of Critical Seats WFH within twenty-four (24) hours  One hundred percent (100%) of Critical Seats within seven (7) days

Level	Description of Disruption	Recovery Strategy	Recovery Level Requirements
2	There is a disruption that affects the Original Facility making the <b><u>facility not operational.</u></b>	Supplier shall notify WestRock if the recovery location is changed from the location that is identified during transition and before go-live. The recovery strategy shall proceed in the following order:  1) Alternative facility 2) Combination of 1 and 3 3) Work from home	Minimum twenty percent (20%) of Critical Seats at an alternative facility within twenty-four (24) hours  One hundred percent (100%) within seven (7) days

Table 1: Business Continuity Event Impact Levels, Support Coverage

Level	Costa Rica	India	Romania	US
1	WFH	WFH	WFH	WFH
2	India, Romania, US, <i>WFH</i>	Costa Rica, Romania, US, <i>WFH</i>	India, Costa Rica US, <i>WFH</i>	India, Costa Rica Romania, <i>WFH</i>

Table 2: Business Continuity Support by Location

#### 4.1 Business Continuity Testing Activities.

Supplier (in consultation with WestRock) shall test the BCDR Plan once every twelve (12) months during the Supplement Term and provide the results to WestRock in accordance with **Section 9.14(e)** of the MSA. The annual testing activities shall include exercising, maintenance and training (including appropriate communications and notifications pertaining to the testing activities, identification of gaps in the plan and action plans (including completion target dates)) to close any such identified gaps. These activities, as well as the documents associated with each activity, are outlined in the following table:

Activity	Description	Frequency
Exercising	<p>Planning - The scope and plan of the exercise will be documented to ensure that timing, scope and objectives are agreed between the Parties.</p> <p>Execution - The exercise will be facilitated by Supplier's designated business continuity representatives, who shall inform WestRock in writing, in advance of such exercising activity. This includes detecting and recording any improvement areas or corrections needed to the solution or documentation. Any corrections identified will be tracked to completion within the "Action Item" section of the test report that will be compiled at the end of each test.</p> <p>Results Summary Report - Following the exercise, the results will be documented and corrective or improvement actions will be progressed to conclusion and shared with WestRock.</p>	Annually

Activity	Description	Frequency
Maintenance	<p>Documentation related to disaster recovery will be maintained by Supplier and reviewed with business continuity representatives of WestRock in line with the guidelines listed below:</p> <p>Supplier will review and update the documentation to ensure the accuracy of the BCDR Plan. In addition, Supplier's further review and update of the document may be required in the event of the following:</p> <ul style="list-style-type: none"> <li>• Occurrence of a disaster or major incident;</li> <li>• Exposure to new risks;</li> <li>• Changes in location;</li> <li>• Learnings from exercise; and</li> <li>• Review to ensure names and contact information in the document are kept current.</li> </ul> <p>Supplier shall issue the BCDR Plan to the agreed stakeholders following any updates (including authorized WestRock Personnel).</p>	Annually
Training	<p>Training will be performed to prepare the business recovery team members to follow and enable the BCDR Plan. Since the BCDR Plan is used under stressful situations, the training helps team members to become confident in the procedures they would follow in an actual disaster.</p>	Annually

*Table 3: Business Continuity Testing Activities*

#### 4.2 Supplier Roles and Responsibilities.

**Table 4** below highlights additional, specific responsibilities of Supplier in the case of a BC Event.

Activity	Description
BCDR Plan	Supplier shall be responsible for creating and maintaining a comprehensive BCDR Plan that outlines procedures to follow in the event of a disaster. This plan should include data recovery, system restoration and service continuity. This may involve load balancing, data replication or alternative access methods.
Data Backup and Retention	Supplier shall setup a backup strategy to backup WestRock data and ensure that backups are stored securely and are easily retrievable in the event of data loss/disaster recovery.
Infrastructure Redundancy	Supplier shall set up redundancy and failover mechanisms to minimize downtime in case of system failures. This may involve redundant servers, data centers or cloud regions.
Testing and Maintenance	Supplier shall conduct at least an annual testing of the disaster recovery plan to ensure its effectiveness. This includes testing data restoration procedures, failover mechanisms and communication plans.
Communication	Supplier shall define a communication protocol to keep WestRock informed during and after a disaster, including the expected recovery timeframes and status updates.

*Table 4: Supplier Roles & Responsibilities*

#### 4.3 WestRock Roles and Responsibilities.

**Table 5** below highlights the responsibilities of WestRock in the case of a BC Event affecting an applicable WestRock Facility.

Activity	Description
Business Continuity Planning	Update WestRock's own BC plans to include the BC plans for its Authorized Users to access the designated disaster recovery site.

Activity	Description
User Training	Make Authorized Users aware of WestRock disaster recovery and business continuity procedures and their roles in the event of a disaster.
Infrastructure	Manage the access requirements for WestRock's Authorized Users to be able to access the designated disaster recovery site.

*Table 5: WestRock Roles & Responsibilities*

**Schedule A-15**

### Technical Solution

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## 1. PURPOSE AND SCOPE OF SERVICES

This **Schedule A-15**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “MSA”) dated September 11, 2023 between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

Supplier agrees to provide the services outlined in this Schedule to configure and implement Supplier Software as set out in **Section 1.1**.

### 1.1 Solution Scope.

Supplier will accelerate WestRock’s intended outcomes from WestRock’s MachONE journey by deploying an Interim Solution (as defined below) until WestRock elects to move to the Ongoing Solution (as defined below) and thereafter deploy an Ongoing Solution. The Interim Solution and the Ongoing Solution are collectively the “**Solution**.” Supplier will:

1. Accelerate and complement the MachONE journey;
2. Minimize change management risk; and
3. Simplify and digitize any gaps.

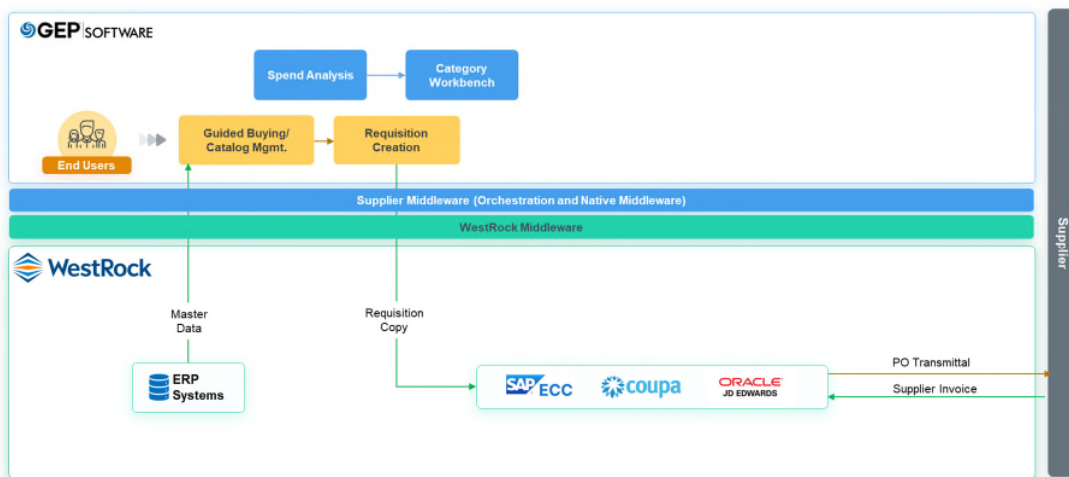
In the Interim Solution, Supplier will include Supplier’s Intelligent Buying Process module to connect to existing WestRock Systems and guide WestRock users to approved buying channels until MachONE is implemented. Once MachONE is implemented, Supplier’s Intelligent Buying Process will connect to WestRock’s SAP S4 System and continue guiding WestRock users to approved buying channels. For Interim Solution and Future State, WestRock Systems will be the system of record.

Supplier shall implement the GEP Software™ modules as set forth in **Section 2.1** of **Schedule A-20**.

The functional architecture for the Solution as identified through discussions and scoping workshop(s) with WestRock is identified below. The functional architecture is preliminary and will continue to be developed during Transformation and Transition by changes approved in writing by WestRock.

#### Interim Solution – Before MachONE Go-Live

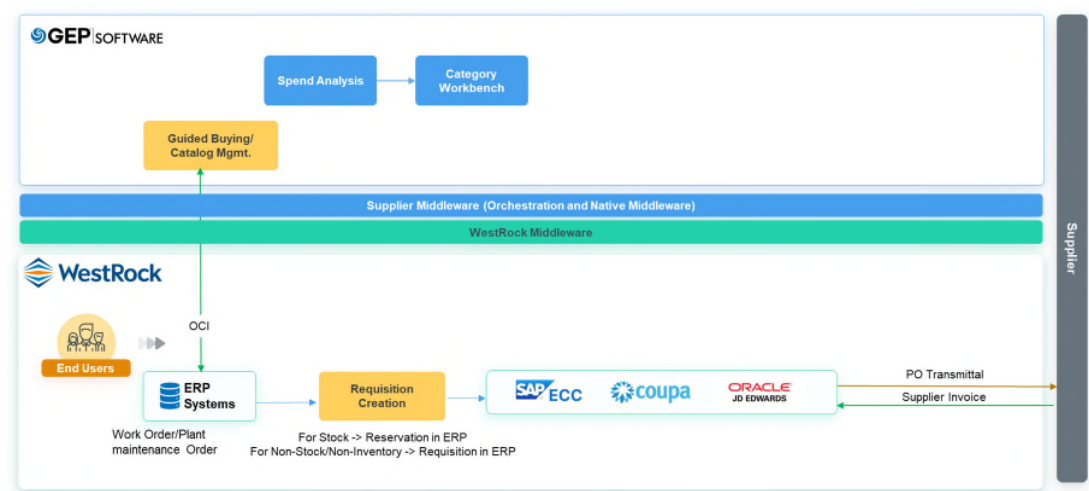
Supplier shall implement the products and functionality described below (the “**Interim Solution**”) as an interim solution until WestRock requests that Supplier provide the Ongoing Solution.





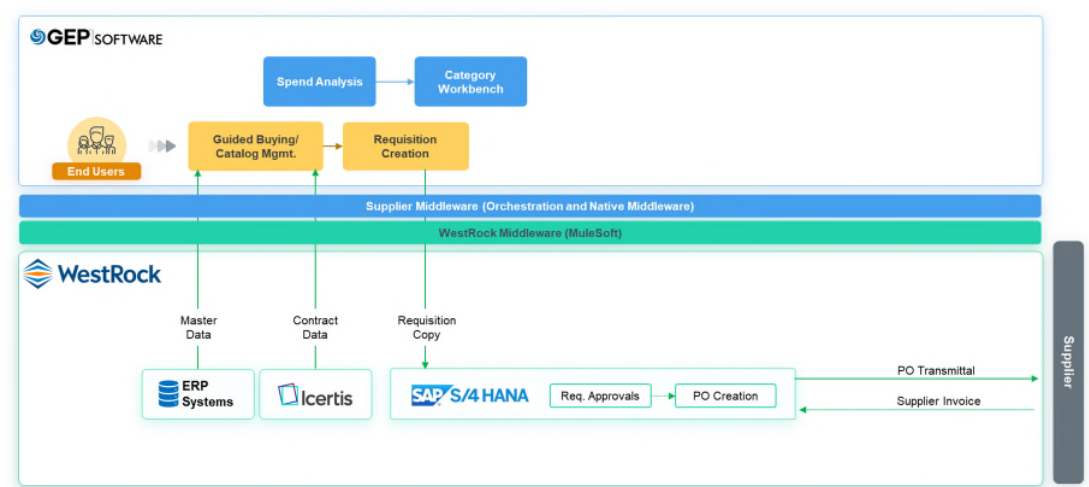
Supplier shall provide an Interim Solution that serves as a purchasing hub through Intelligent Buying Process for all incoming procurement requests and provides a unified end user experience and allows Authorized Users to initiate a query for catalog items and initiate requisitions that Supplier Middleware (as defined in **Schedule A-20**) will then send to the WestRock Systems through integrations Accepted by WestRock.

**Interim Solution – Before MachONE Go-Live - for Work Order/ Plant Maintenance Orders**

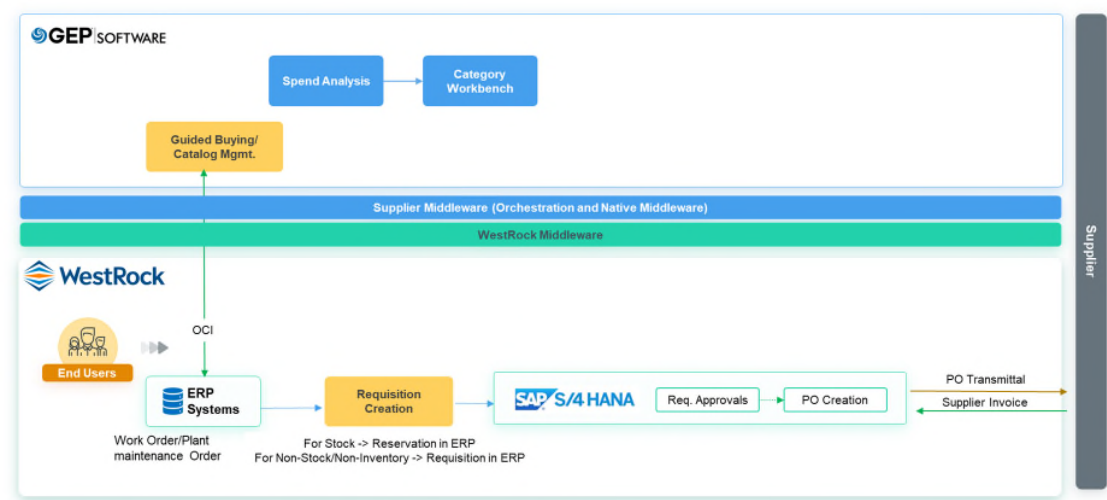


***Solution:** Authorized Users will connect with Supplier’s environment through the open catalog interface (OCI) to fulfil their ERP generated requisition. Fulfilled requisitions will be sent back to the WestRock System for concluding actions.*

**“Ongoing Solution” - After MachONE Go-Live**



After MachONE go-live - for Work Order/ Plant Maintenance Orders



1.2 Technical Scope by Phase.

1.2.1 Integration. Supplier shall perform the following Services:

- Data mapping of the in-scope integrations with active participation of WestRock’s source / target functional / technical Subject Matter Expert(s) (“SMEs”)
- Design, documentation and development of in-scope integrations on Supplier Middleware, where utilized with active participation of WestRock’s source / target functional / technical SMEs
- Support integrated development testing and system integration testing activities with active participation of WestRock’s source / target functional / technical SMEs
- Resolve incidents and correct problems in the integrations related to Supplier Middleware
- Support any WestRock-side ERP System(s) integration development and documentation responsibilities that are required to support the Solution
- Facilitate any Third Party Contractor interfaces, if required, with active participation of Third Party Contractor Interfaces’ SMEs

The scope of Systems to be integrated is limited to the following:

ERP System(s) to be integrated to:	SAP S4/ECC, Oracle JDE and Radius (if applicable)
Third Party Contractor System(s) to be integrated to:	iCertis, Coupa and Tax Engine Supplier, if applicable

The number of interfaces across all workstreams is limited to the following:

Workstream	Phase 1 Interfaces	Phase 2 Interfaces	Total Interfaces
Source To Contract	1	0	1
Procure to Pay	0	8	8
Buffer			3
Total budgeted interfaces			12

Supplier shall perform the Supplier integrations set forth in Exhibit A.

**1.2.2 Data.** Supplier shall perform the following Services:

- Design, document and provide data mapping of the in-scope conversions with active participation of the functional/technical SMEs
- Perform data loads through standard Supplier utilities / templates available for data migration
- Provide preload and post-load reports according to WestRock's business requirements
- Perform all System integration testing, UAT and production cutover activities required to provide the full functionality of the Supplier products
- Resolve incidents and correct problems in the integrations
- Provide and test data dependencies and sequencing of data loads
- Manage System to System data mapping used in data migration
- Create accessible views for data cross references between old and new data for post load detailed validation

**1.2.2.1 Recommended Data Migration Framework**

<b>Data Type</b>	<b>Frequency</b>	<b>Migration Approach</b>
User Master	One-time	Bulk upload using Supplier template
Org. Structure	One-time	Bulk upload using Supplier template
Contracts: This includes migrating contract header and line details along with contract attachments	One-time	Bulk upload using Supplier template
Vendors: This includes Vendor profile/master data details	One-time	Bulk upload using Supplier template
Spend	One-time	Bulk upload using secure file transfer protocol (SFTP)

**Out-of-Scope Items**

- Supplier is not responsible for any historical master data cleansing.

**1.2.3 Testing.** Supplier shall perform the following Services:

- Provide access to existing Supplier test scripts, where applicable
- Recommend overall test strategy, approach, timelines, progress metrics, and management processes for SIT, UAT, and Automation, if needed
- Facilitate all testing cycles with active participation of WestRock's functional / technical SMEs
- Perform the management and remediation of all incidents and problems during the respective business unit's working hours

## 2. PARTIES' RESPONSIBILITIES UNDER THIS SCHEDULE

### 2.1 Responsibilities of WestRock.

WestRock has the following general responsibilities:

1. Recruit WestRock team members agreed upon by the Parties during kick-off, and design and define available for training on Supplier's solution;
2. Perform organizational change management activities, training and knowledge transition activities which include, but are not limited to the following: communication plan, organizational transition plan, business readiness for go-live, design and roll-out of end-user training, adoption monitoring, coordination with remote sites, and project communication to WestRock;
3. Assign a single primary point of contact from WestRock (WestRock project manager) during the implementation. This contact will coordinate selection and scheduling of all WestRock resources and will be the primary contact for Supplier, including coordination of work activities and review of deliverables;
4. Assign and work, to the extent reasonably possible, to confirm availability of required resources (business and IT) for the program implementation. If resources are not available, WestRock will inform Supplier promptly so that planned activities can be rescheduled without additional effort, or, if a change order is required, to accommodate the request;
5. Provide required data (e.g., master data, templates, etc.) in Supplier provided application configuration templates approved by WestRock within timeframe(s) defined as part of the define and design phase in accordance with the project plan developed during implementation;
6. Review and approve or provide comments within timeframe(s) defined as part of the define and design phase;
7. Provide a list of all Vendors required for onboarding correct contact information, if applicable;
8. Cause the network IP with \*.gep.com domain to be approved by WestRock's system administrators as deemed appropriate by WestRock to facilitate use of the Supplier tools; and
9. When requested to do so by Supplier, review whether user stories documented in the Business Requirements Document ("BRD") have been incorporated into the final system configuration to the extent that WestRock's resources can reasonably do so.

#### 2.1.1 Information to be Provided by WestRock.

Supplier recommends that WestRock provide access to the following information to the extent existing and available to WestRock and reasonably related to the implementation project described in this Schedule.

Information Type	Description
Baseline Master Data	Access to purchasing organisation, company code, financial, user and Vendor master data
WestRock – Related Process Flow Documents	Access to WestRock's process maps and diagrams
WestRock – Related Policies and Procedure Documents	Access to procedural documentation that may exist for the in-scope functions for S2P technical solutions
WestRock – Financial Delegation of Authority Policies, if applicable	Access to WestRock governing Financial Delegation of Authority Policy set forth and operationalised across all procurement business processes
Testing Plan	Outlines WestRock requirements for the approach, activities, timelines and roles/responsibilities to be executed by Supplier to verify the Solution meets defined business requirements and functional design documents

## 2.2 Supplier Services and Deliverables.

Supplier will perform the configuration, testing, integration, data migration, and Vendor enablement Services needed to implement and deliver the Deliverables and the Solution. Supplier will work with WestRock to complete WestRock responsibilities, as described below.

The following table illustrates the activities that will be performed by Supplier during the implementation.

Project Stage	Project Sub-Stage	Supplier Responsibilities	WestRock Responsibilities	Deliverables
Design	Pre-work – Pre-kick off	<ul style="list-style-type: none"> <li>Share project setup and staffing</li> <li>Share Master data templates and System documentation (e.g., SSO, API, Whitelisting) and provide guidance related to same</li> <li>Prepare Kick-Off documents</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholders, process owners and team members must be identified</li> <li>Provide business goals and success metrics</li> </ul>	<ul style="list-style-type: none"> <li>Identification of stakeholders representing different business groups, process owners and team members</li> <li>Agreement on pre-work and next steps</li> <li>Presentation for the kick-off meeting</li> <li>Data templates to configure the sandbox environment</li> <li>Selective master data for accelerated deployment</li> </ul>
Design	Kick Off	<ul style="list-style-type: none"> <li>Introduce Supplier team, roles, responsibilities</li> <li>Introduce project scope and GEP Software</li> <li>Finalize project governance plan</li> <li>Finalize detailed implementation plan and obtain sign-off</li> </ul>	<ul style="list-style-type: none"> <li>Introduce WestRock team, their roles and responsibilities</li> <li>Review and approve project governance plan and implementation plan</li> </ul>	<ul style="list-style-type: none"> <li>Project implementation plan</li> </ul>
Design	Solution / Business Requirement Gathering	<ul style="list-style-type: none"> <li>Initial communications with each workstream to inform on goals, scope, timeline and key project details</li> <li>Understand the existing business processes for modules/functions in scope</li> <li>In design sessions, describe the design decisions and requirements for the solution design</li> <li>Document future state processes (step, role, description)</li> <li>Provide additional templates for capturing</li> </ul>	<ul style="list-style-type: none"> <li>Hold internal meetings and drive and finalize activities</li> <li>Participate in sessions organized by Supplier to gather required data for all configuration needs (including data elements, workflows, templates) in the appropriate templates and digital formats</li> <li>Participate in design sessions to define the core model design</li> <li>Validate and approve required data elements to support configurations needs</li> </ul>	<ul style="list-style-type: none"> <li>Accepted Business mapping document to describe process flows, Key Design Decision (KDD) matrix, Architecture diagram, standard data cutover, testing, environment, SE strategy documents</li> <li>Accepted migration strategy</li> <li>Assignment of process owners and documented “To-Be” business process to be enabled on the application</li> </ul>

Project Stage	Project Sub-Stage	Supplier Responsibilities	WestRock Responsibilities	Deliverables
		master data, workflow, etc. <ul style="list-style-type: none"> <li>Explain all information elements to be collected and provide support in clarifying application configuration / setup</li> <li>Perform system demo to demonstrate existing functionality</li> </ul>		<ul style="list-style-type: none"> <li>Accepted design decisions</li> </ul>
Design	Technical Requirement Gathering	<ul style="list-style-type: none"> <li>Gather technical requirement for the Solution</li> <li>Finalize documents with standard APIs and interfaces, as per the agreed business flow</li> <li>Work jointly with WestRock IT team to determine all technical requirements</li> <li>Assist in defining user access strategy including roles, user groups and permissions based on inputs from WestRock</li> </ul>	<ul style="list-style-type: none"> <li>Review and approve or and provide guidance on Technical Specifications Document</li> <li>Work jointly with Supplier IT team to determine all technical requirements</li> </ul>	<ul style="list-style-type: none"> <li>Accepted Technical Specifications Document</li> <li>Assign IT resources with knowledge of internal systems that'll interface with GEP Software</li> </ul>
Design / Build	Data Migration	<ul style="list-style-type: none"> <li>Provide required GEP Software data templates for data migration (as per scope)</li> <li>Review master data</li> <li>Perform data validation and confirm back to WestRock</li> </ul>	<ul style="list-style-type: none"> <li>Provide all required data in GEP Software template(s) provided</li> <li>Provide process maps, policies, business unit information and other relevant data as identified by project team</li> <li>Review and approve or comment on migrated data</li> </ul>	<ul style="list-style-type: none"> <li>Master data set validated by Program team</li> </ul>
Build	GEP Software configuration and data map	<ul style="list-style-type: none"> <li>Load required data (as per scope and mutually agreed) into Supplier Software</li> <li>Configure individual modules/functions in the GEP Software ® application</li> <li>Validate setup and configurations</li> <li>Provide technical mapping document</li> <li>Create Test scripts</li> </ul>	<ul style="list-style-type: none"> <li>Review and approve or comment on configurations, test scripts and documents as provided by Supplier</li> <li>Provide necessary sign offs of documentation and test scripts</li> <li>Provide all financial master data (e.g., GL accounts, cost centers, etc.) in clean format to be used for set-up</li> </ul>	<ul style="list-style-type: none"> <li>Configured Sandbox</li> <li>Accepted technical mapping document</li> <li>Accepted master data templates</li> <li>Accepted Test scripts</li> <li>Users for testing phase identified and timeline approved</li> <li>Identification of SIT and UAT testers</li> </ul>
Build	Technical configuration of interfaces	<ul style="list-style-type: none"> <li>Configure GEP Software ® Middleware technical interfaces per the</li> </ul>	<ul style="list-style-type: none"> <li>Support the integration of WestRock middleware into the Supplier Solution and ERP technical</li> </ul>	<ul style="list-style-type: none"> <li>Sign-off on Interface Build Completion</li> </ul>

Project Stage	Project Sub-Stage	Supplier Responsibilities	WestRock Responsibilities	Deliverables
		<p>Technical Specifications Document</p> <ul style="list-style-type: none"> <li>• Configure Supplier Middleware (acting as a Supplier middleware) as per the Technical Specifications Document</li> <li>• Create Test scripts</li> <li>• Data cutover planning to UAT and production environments</li> </ul>	<p>interfaces per the Technical Specifications Document</p> <ul style="list-style-type: none"> <li>• Review and approve or comment on documentation and test scripts as provided by Supplier</li> </ul>	<ul style="list-style-type: none"> <li>• Approved Test scripts</li> </ul>
Build	Vendor Enablement	<p>Preparation:</p> <ul style="list-style-type: none"> <li>• Analyze data provided by WestRock (e.g., spend, PO count and Invoice count across regions) and prepare a plan to identify key WestRock Vendors and best methodology to on-board</li> <li>• Implement plan, correcting any deficiencies until obtaining approval from WestRock on execution of the plan</li> <li>• Draft formal communications to be sent to WestRock Vendors as per the on-boarding plan</li> <li>• Send email to WestRock Vendors confirming the preferred option for enablement – EDI, cXML, PIDX, punch out catalog or portal.</li> </ul> <p>Onboarding:</p> <ul style="list-style-type: none"> <li>• On-board all active Vendors for procure to pay transactions</li> <li>• Set up punch out catalogues with applicable WestRock Vendors</li> <li>• Configure interfaces required for integration of WestRock Vendors (EDI, cXML, PIDX)</li> </ul> <p>Support and Training:</p> <ul style="list-style-type: none"> <li>• Send Integration survey in a form and format approved by</li> </ul>	<ul style="list-style-type: none"> <li>• Review and approve or comment on Vendor communications as provided by Supplier</li> <li>• Align with Category managers to manage Vendor communications for punch out catalog set up and review pricing and items loaded</li> <li>• Act as an escalation point for non-responsive suppliers</li> </ul>	<ul style="list-style-type: none"> <li>• Vendor master data from ERP</li> <li>• Master Vendor contact database for each Vendor</li> <li>• Punch out catalog supplier set up</li> <li>• Integrated Vendor set-up</li> <li>• Provide a list of all Vendor contact information required to be registered</li> </ul>

Project Stage	Project Sub-Stage	Supplier Responsibilities	WestRock Responsibilities	Deliverables
		<p>WestRock to WestRock Vendors regarding their capabilities and preferences – EDI or cXML or PIDX and/or punch out</p> <ul style="list-style-type: none"> <li>• Email and other follow-up with WestRock Vendors</li> <li>• Connect with WestRock Vendors to walk them through the integration templates (EDI or cXML or PIDX and/or punch-out)</li> <li>• Work directly with each WestRock Vendors to enable EDI/cXML/PIDX and/or punch-out configurations on UAT</li> <li>• Conduct training and testing of interfaces</li> <li>• Move the settings to production set-up and go-live after testing</li> <li>• Conduct multiple WebEx training sessions to use web portal and host/manage Vendor catalogs</li> <li>• Provide training collateral for ready reference</li> </ul>		
Testing	User Acceptance Testing (UAT)	<ul style="list-style-type: none"> <li>• Configure test system</li> <li>• Assist to develop a testing strategy that outlines testing plan, testing tool to be utilized, activities, roles and responsibilities, and issue management and escalation procedures</li> <li>• Support test scripts for user acceptance testing</li> <li>• Provide training for testers</li> <li>• Conduct unit testing on configurations</li> <li>• Support functional testing and defect fixes</li> <li>• Provide assessment of issues and potential impacts on go-live for</li> </ul>	<ul style="list-style-type: none"> <li>• Provide use cases</li> <li>• Review and approve test scripts</li> <li>• Raise test defects with all necessary information</li> <li>• Conduct functional testing</li> <li>• Create test plan</li> <li>• Track and manage test defect resolution</li> <li>• Communicate go-live date</li> </ul>	<ul style="list-style-type: none"> <li>• UAT Acceptance of Solution</li> </ul>



Project Stage	Project Sub-Stage	Supplier Responsibilities	WestRock Responsibilities	Deliverables
		<p>the creation of a go/no go determination</p> <ul style="list-style-type: none"> <li>Perform cutover activities</li> </ul>		
Testing	System Integration Testing (SIT)	<ul style="list-style-type: none"> <li>Conduct unit testing on interfaces</li> <li>Provide test scripts for SIT (Supplier-side interfaces)</li> <li>Assist to develop a testing strategy that outlines testing plan, testing tool to be utilized, activities, roles and responsibilities, and issue management and escalation procedures</li> <li>Support test scripts for user acceptance testing</li> <li>Support end-to-end testing and defect fixes</li> </ul>	<ul style="list-style-type: none"> <li>Create test plan</li> <li>Conduct unit testing on interfaces</li> <li>Provide test scripts for SIT (WestRock-side interfaces)</li> <li>Review and approve test scripts</li> <li>Raise test defects with all necessary information</li> <li>Track and manage test defect resolution</li> </ul>	<ul style="list-style-type: none"> <li>SIT Acceptance</li> </ul>
Train	Training	<ul style="list-style-type: none"> <li>Provide training sessions (as per agreed scope, e.g., train the trainer)</li> <li>Provide training materials templates / samples</li> <li>Support final training document, as needed (e.g., quick reference guides, system walkthrough screenshots, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Conduct internal training using Materials provided by Supplier</li> </ul>	<ul style="list-style-type: none"> <li>Documented training collateral and sign-off on training sessions</li> </ul>
Cutover and Go Live	Migration to Production and Go-Live	<ul style="list-style-type: none"> <li>Prepare and configure production environment</li> <li>Deploy integration in Supplier's Prod environment</li> <li>On-board WestRock Vendors</li> <li>Migrate historical data</li> <li>Launch the application with a successful go-live</li> </ul>	<ul style="list-style-type: none"> <li>Provide up to date financial production master data in Supplier templates.</li> <li>Deliver production migration data per aligned migration strategy in Supplier templates</li> <li>Deliver end-user training</li> <li>Launch the application</li> </ul>	<ul style="list-style-type: none"> <li>Acceptance for production use</li> </ul>
Solution Delivery	Solution Delivery	<ul style="list-style-type: none"> <li>Provide the full functionality of the Solution in accordance with the Agreement</li> <li>Monitor system adoption usage report</li> <li>Provide enhanced support with platform admin functionality</li> </ul>	<ul style="list-style-type: none"> <li>Update and publish training documents and trainings post-go-live, as needed</li> <li>Update process related FAQ to improve user efficiency</li> </ul>	<ul style="list-style-type: none"> <li>Helpdesk ticket data trend Report</li> <li>Action plan to contain helpdesk tickets</li> <li>Action plan to improve user proficiency</li> <li>Updated FAQ Documents</li> </ul>

Project Stage	Project Sub-Stage	Supplier Responsibilities	WestRock Responsibilities	Deliverables
		<ul style="list-style-type: none"> <li>• Provide configuration support to system admins</li> <li>• Provide helpdesk agents to support WestRock go-live and continue operations</li> </ul>		
Solution Delivery	Support Customer Success	<ul style="list-style-type: none"> <li>• Issue resolution</li> <li>• Knowledge transfer to support team</li> <li>• Providing ongoing support</li> <li>• Ongoing account reviews</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct a quarterly review on the performance, functionality and support provided by Supplier</li> </ul>	<ul style="list-style-type: none"> <li>• Service Level Reporting</li> </ul>

The Deliverables noted in the table above will be provided over the course of the engagement period, with specific timing as agreed upon between Supplier and WestRock in a detailed workplan developed as part of the project, but in any event, to be completed by the end of M10.

The project team shall agree on a requirement freeze date; after such date any new gap identified shall be addressed after go-live.

#### **2.2.1 Additional Responsibilities.**

1. SSO integration is with WestRock's Active Directory via ADFS, or other SAML 2.0 supported systems.

#### **Integration using WestRock Middleware**

- Supplier will set up and activate the access to a Supplier-provided REST API
- WestRock is responsible for calling Supplier-provided REST API

WestRock Responsibilities	Supplier Responsibilities
Data mapping between WestRock's Systems and GEP Software™	Data mapping between WestRock and Supplier Systems
Data Extraction from ERP and other WestRock Systems and send it to GEP Software™ via Supplier REST API	Activate/configure interfaces on GEP Software™
Update to ERP and other WestRock Systems using the data received from GEP Software™ via Supplier REST API	Conduct / Facilitate SIT/UAT
Data Transformation between WestRock Systems and Supplier REST API (JSON)	Interface error monitoring
Configure/develop interfaces on WestRock Systems/middleware	GEP Software™ data error fixes
SIT/UAT	
Ongoing maintenance of middleware (upgrades, outages, etc.)	
ERP / other WestRock owned System data error fixes	

2. WestRock will provide a single sign on ("SSO") framework and configure a new profile within its Corporate Authentication/SSO for GEP Software™
3. User provisioning and supplier organization will be from ERP System. Integrations with other Systems for user provisioning or supplier organization data is out of scope, unless specified in the integration scope of this schedule

4. For integration with third parties (when applicable):
  - Integration method and format will be as per mutually agreed between these third parties and Supplier
  - WestRock will facilitate discussions between these third parties and Supplier, as applicable
  -
5. WestRock is responsible for any development (if any) that may be required in WestRock's ERP System
  - A. WestRock Middleware, if applicable:
    - WestRock configures and maintains middleware at its end
    - Data is transferred between Supplier and WestRock's Systems primarily through Supplier API's and Supplier standard data format
    - The middleware is responsible for transformation and routing of data between Supplier and WestRock's Systems
    - GEP CLICK exists just as the pass through
  - B. Primary Stakeholders for WestRock-side integrations:
    - WestRock's System(s) / ERP – Functional and IT team
    - Middleware – IT team

WestRock activity matrix for integration approach:

Activities	Complete By	WestRock Middleware
Dedicated IT team on the ERP identified	Kickoff	Yes
Dedicated IT team on the middleware identified	Kickoff	Yes
Integration design and approach - Process and IT leads	Design phase	Yes - ERP and middleware
Review the Supplier API schema and mapping files	Design phase and prior to mapping sessions	Yes
Availability of WestRock specified schema and mapping rules	Design phase and prior to mapping sessions	N/A
Mapping session between WestRock and Supplier team	Design phase and pre-build	Yes - Functional Lead and IT (ERP and middleware) lead required
Signoff for mapping files	Pre-build	Yes - Functional lead to provide signoff
Networking team for firewall / certificate configuration (as needed)	Build phase	Yes (as needed) in SIT / UAT and PROD
SAP Basis team for plugin installation	Pre-build	N/A
Build completion	Two (2) weeks before SIT	Yes - For ERP and middleware build
Interface setup and configuration	Build phase	Yes - For ERP and middleware build
Functional team support for unit testing	Post-build and pre-SIT	Yes
IT team support for unit testing	Post-build and pre-SIT	Yes - ERP and Middleware
Dedicated presence of functional team for SIT / UAT	SIT / UAT	Yes
Dedicated presence of IT team for SIT / UAT	SIT / UAT	Yes - ERP and middleware
Signoff of SIT by Functional / IT Team	Post-SIT	Yes
IT team support for cutover activities	Post-UAT and pre-go-live	Yes
IT team support for production configuration and go-live	Post-UAT and pre-go-live	Yes
Hyper care - production support	Post-go-live	Yes
Post-Hyper care transition to WestRock IT Team	Post-Hyper care	N/A

### 2.2.2 General Assumptions.

1. WestRock will use GEP Software ®'s standard functionalities and configurations:

- a. No WestRock specific customizations will be done which require any new feature development.
  - i. Should WestRock choose to customize requirements beyond standard functionality, the cost for such change requests along with timelines will be mutually aligned between Supplier and WestRock in a change order document, in accordance with **Exhibit 5** to the MSA.

### **2.2.3 Data Responsibilities.**

1. WestRock is responsible for extracting required data from legacy systems and providing it in the defined formats for standard master data integrations.
2. WestRock shall be responsible for data cleansing for applicable data (e.g., master data), unless specified in the schedule.
3. WestRock is responsible for extracting, cleansing, validating and approving the data. Supplier will not be responsible for any content values associated by WestRock with extracted data.

### **2.2.4 Vendor On-Boarding.**

1. WestRock to provide accurate contact information of WestRock Vendors via Excel (phone number and email address of the primary contact).
2. For non-responsive Vendors, WestRock will act as the escalation for Vendor follow-up after due follow-up from Supplier.
3. Supplier is not responsible for correcting and cleaning the contact information and/or any other Vendor details.

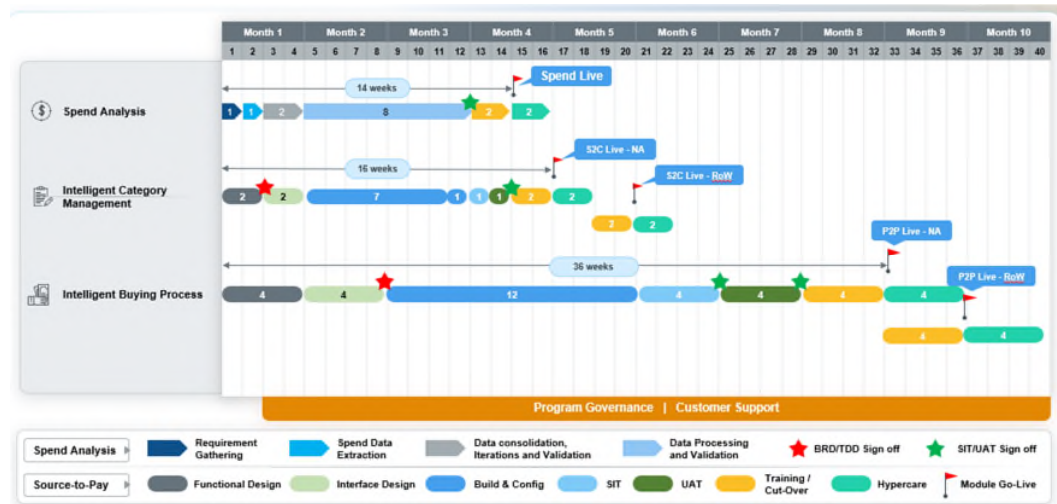
### **2.2.5 Training Responsibilities.**

1. Supplier will make single point of contact available to WestRock to support training requirements/planning.
2. Supplier's training materials will be relevant to the configuration provided to WestRock.
3. WestRock is responsible for deploying training to WestRock's end users, including training delivery and training administration and coordination, such as registration, scheduling, attendance tracking, meal coordination and logistics.
4. All training and communication materials will be delivered in languages listed in **Schedule A-2**.
5. WestRock will provide timely and sufficient access to required documentation, material, data and information when needed.
6. WestRock will provide suitable accommodation for the team, such as office space, network, copier and printer access, high-speed Internet access and access to relevant buildings.
7. WestRock will make lower environments for integrated systems that are representative of the production environment available for development, performance and integration testing.
8. WestRock is responsible for identifying and communicating control owners and control performers for each WestRock control.
9. WestRock will perform the mapping exercise to tax drivers for tax categories for taxability determination and provide expected tax outcomes for all jurisdictions in scope, if applicable.
10. WestRock is responsible for the first-level review of the tax outcomes obtained in the testing of the scenarios for indirect tax, for the validation of the adequacy of obtained tax results and signoff, if applicable.

## **2.3 Estimated Schedule.**

<b>Workstream</b>	<b>Expected Start Date</b>	<b>Expected Completion Date</b>
Spend	10-17-2023	1-2-2024 (Week 14)
(ICM Phase 1)	10-17-2023	North America 1-2-2024 Rest of World 1-30-2024
Procure To Pay (ICM + IBP + Ordering)	10-17-2024	North America 4-1-2024 Rest of world 6-30-2024

The estimated duration of the project is **forty (40)** weeks from the preliminary activities to the completion of the project.



## 2.4 Key Supplier Roles.

The below table highlights Supplier key roles and responsibilities necessary to support the success of the Deliverables as outlined in **Section 2.2**. For clarity, these roles and responsibilities do not limit Supplier's responsibilities elsewhere in the Agreement (e.g., with respect to other Deliverables to be provided under **Schedules A-10** and **A-11**).

Supplier Role	Key Responsibilities
Engagement Lead	<ul style="list-style-type: none"> <li>Accountable for Deliverables set out in <b>Section 2.2</b> through the following actions: <ul style="list-style-type: none"> <li>Engage at strategic levels of governance to work with both WestRock and cross-enterprise stakeholders to guide program collaboration and cross-team interdependencies</li> <li>Participate in project governance activities that focus on the business value (benefits realization) from the implementation and adoption</li> <li>Assess the use of agreed-upon project management standards, procedures, methodologies and tools being employed by project management</li> <li>Assess the timeliness and effectiveness of the oversight delivered on measured business to manage issues resolution, resource capacity and capability, project scope, milestone attainment and project budget</li> <li>Assess the efficiency and effectiveness of the governance framework, its participants, procedures and ability to drive the program to completion</li> </ul> </li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Initiate project to set-up the management infrastructure, including collaborating with the WestRock to: <ul style="list-style-type: none"> <li>Finalize WestRock and Supplier team structure</li> <li>Finalize project charter</li> <li>Provide the project plan</li> </ul> </li> </ul>

Supplier Role	Key Responsibilities
	<ul style="list-style-type: none"> <li>• Assign project team and steering committee</li> <li>• Establish project protocols, e.g., status reporting, issues resolution approach, risk management process</li> <li>• Oversee Supplier team activities and work closely with WestRock by: <ul style="list-style-type: none"> <li>○ Working with WestRock to maintain project timeline and adherence to schedule</li> <li>○ Assisting in coordination, participation and availability of project resources</li> <li>○ Providing key stakeholder coordination assistance</li> <li>○ Monitoring and maintaining project plan</li> <li>○ Preparing and participating in weekly project status meetings, risk and issues meetings</li> <li>○ Providing issues escalation path and resolution</li> <li>○ Assisting in coordination of fit to standard and delta design workshops</li> <li>○ Assisting in managing communications to key stakeholders and key activity sign-off coordination</li> <li>○ Planning interrelated deployment activities to avoid dependency-related obstacles</li> <li>○ Monitoring for potential issues and risks so they are identified and promptly addressed</li> </ul> </li> <li>• Close professional services project upon end date of professional services term, by: <ul style="list-style-type: none"> <li>○ Preparing and conducting project lessons learned working session with WestRock per major move to production milestone</li> <li>○ Completing end-of-project quality review</li> </ul> </li> </ul>
Integration Lead	<ul style="list-style-type: none"> <li>• Lead end-to-end integration design for business transformations with a firm understanding of following areas: <ul style="list-style-type: none"> <li>○ Solution architecture</li> <li>○ Data architecture</li> <li>○ Application architecture</li> </ul> </li> <li>• Advise on cloud solution architecture, data rationalization, system landscape design and Supplier leading technology practices</li> <li>• Provide subject matter knowledge on governance, standards, hybrid cloud architectures, integration technology, cloud security, cloud infrastructure and operations</li> <li>• Support project manager plan key activities such as high-level design workshops, blueprinting and overall technical architecture design sessions</li> <li>• Safeguard the design throughout the lifecycle of the project</li> <li>• Provide periodic updates to project management team and steering committee regarding risks, challenges and mitigation plans</li> </ul>
Design Lead	<ul style="list-style-type: none"> <li>• Assist WestRock with gathering all spend category information</li> <li>• Lead fit to standard and fit to gap session(s)</li> <li>• Assist with configuration decisions</li> <li>• Responsible for keeping track of issues and coordinates the issue resolution</li> </ul>

Supplier Role	Key Responsibilities
	<ul style="list-style-type: none"> <li>• Assist with test script preparation</li> <li>• Assist with material defect management and resolution</li> <li>• Provide subject matter knowledge on functionality related to the proposed GEP Software™ in scope under this Schedule</li> </ul>
Integration support	<ul style="list-style-type: none"> <li>• Responsible for working with the WestRock's Information Technology team to provide guidance regarding backend ERP integration decisions as well as solution integrations in scope</li> </ul>

## 2.5 Other Responsibilities.

- The Supplier resources in this schedule are budgeted to support this initiative for the time specified, based upon a forty (40) hour, five (5) day work week from Monday to Friday. In situations where Supplier resources are required to be on-site, Services will be performed at the WestRock's Facility on Monday through Thursday.
- Supplier agrees that any inquiry to remote Supplier resources will be responded to within one (1) Business Day. Any escalations regarding this topic will be initially dealt with by the WestRock and Supplier project manager.
- WestRock will provide a working location in a WestRock Facility during the project as required and as is practical. The Services shall be executed in a combination of on-site and remote presence.
- Supplier shall capture all requirements during the requirements gathering phase of implementation.
- All supporting documentation will be developed using personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio and PowerPoint) or other mutually agreed documentation tools.

**EXHIBIT A: SUPPLIER INTEGRATIONS**

The following Supplier integration points between Westrock and Supplier Systems are part of the scope of Services.

<b>Interface API</b>	<b>Data Flow</b>	<b>Interface API Description</b>	<b>Recommended Interface API Schedule / Method</b>
<b>User Master</b>	IDP OR ERP → GEP	To receive user master data	Daily master data feed utilizing GEP API
<b>Supplier Master</b>	ERP → GEP	To receive supplier master data	Daily supplier master data feed utilizing GEP API
<b>Business Unit/Plant/Mill</b>	ERP → GEP	To keep GL codes in sync, business unit/plant/mill codes in sync, and keep cost center data in sync with ERP	One-time business unit / plant/mill data bulk upload using data templates
<b>Cost Center</b>	ERP → GEP	To keep required master data in sync with ERP	Daily master data feed utilizing GEP API
<b>General Ledger Codes</b>	ERP → GEP	To keep required master data in sync with ERP	Daily master data feed utilizing GEP API
<b>Combination Codes</b>	ERP → GEP	To receive financial code combinations (e.g., specific cost centers that can be used by a company code)	Daily master data feed utilizing GEP API
<b>Contract Details</b>	iCertis → GEP	To receive contract details from iCertis	Daily master data feed utilizing GEP API
<b>Purchase Requisition</b>	GEP → ERP	To receive requisition details created in GEP sent to ERP	Near-real time transactional data feed utilizing GEP API
<b>Item Master</b>	ERP → GEP	To receive item material master details from JDE to GEP	Daily master data feed utilizing GEP API



**Schedule A-16**  
**WestRock Third Party Software**

**1. INTRODUCTION**

**1.1** This **Schedule A-16**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023, between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

**2. WESTROCK THIRD PARTY SOFTWARE**

WestRock will provide Supplier with access in accordance with **Sections 6.3** of the MSA to WestRock Third Party Software from software vendors listed in Table 1 as then used by WestRock on WestRock Systems for use for the sole purpose of providing the Services as part of this Supplement. Such access and use by Supplier shall be subject to and limited by **Section 14.1(c)** of the MSA and other provisions of the Agreement.

Application / Software
SAP S/4
SAP ECC
Ariba
JDE
Icertis
ServiceNow
Radius
Integrity
Jaeger
Coupa

*Table 1: WestRock Third Party Software Providers*

**Schedule A-19****Subcontractors****1. GENERAL PROVISIONS**

- 1.1.** This **Schedule A-19**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023, between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.
- 1.2.** In accordance with **Section 9.11** of the MSA, this **Schedule A-19** sets out the Subcontractors pre-approved by WestRock that Supplier shall engage in delivering Services as part of the Supplement.

**2. SUBCONTRACTORS**

Table 1 lists the pre-approved Subcontractors Supplier will use as part of the Supplement to perform the Services specified below.

Subcontractor	Service Provision Location	Type of Services
Satori Consulting	New York, USA	Change management activities as outlined in <b><u>Schedule A-10</u></b> and <b><u>Schedule A-11</u></b>

*Table 1: Pre-Approved Subcontractors*

**Schedule A-20****Supplier Software and Tools****1. GENERAL PROVISIONS**

**1.1** This **Schedule A-20**, together with any attachments hereto, is a part of Supplement A dated October 1, 2023, to the Master Services Agreement (the “**MSA**”) dated September 11, 2023 between WestRock Fulfillment Company (“**WestRock**”) and NB Ventures, Inc. d/b/a GEP (“**Supplier**”). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in **Schedule A-1**, elsewhere in the Supplement or **Exhibit 1** to the MSA. Unless otherwise specified, any references in this Schedule to a Section or Article will be to such Section or Article of this Schedule.

**1.2 Background.** This **Schedule A-20** sets forth Supplier Owned Software and tools and Third Party Software and tools Supplier will use in performing the Services.

**2. SUPPLIER OWNED SOFTWARE AND TOOLS**

**2.1 Supplier Software.** Below outlines all Supplier Owned Software Supplier shall use to perform the Services.

Software Module	Description	Term
<b>Intelligent Category Management</b>	Interface providing category managers with advanced use of their workflow through key information and insights for effective category management such as: <ul style="list-style-type: none"> <li>• Market intelligence</li> <li>• Cost driver insights</li> <li>• Category strategies</li> <li>• Benchmarks</li> </ul>	Supplement Term
<b>Intelligent Buying Process</b>	Guided buying for directing purchasing towards preferred Vendors, contracts and/or catalogs	Supplement Term
<b>Spend Analysis</b>	AI tool that cleanses, validates, classifies and reports spend data from multiple source systems to provide accurate, actionable information, with granular, item-level visibility across the enterprise	Supplement Term
Software Tools	Description	Term
<b>GEP Click (Supplier Middleware)</b>	Supplier Middleware is the cloud integration platform that allows Supplier Software to integrate with in-scope WestRock Systems.	Supplement Term

**3. Third Party Software and Tools**

**3.1 Third Party Software.** Below outlines all Third Party Software Supplier shall use to perform the Services.

Software Module	Description	Term
Reserved.	Reserved.	Reserved.