

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**"), dated as of October 25, 2021 (the "**Effective Date**"), sets forth the terms and conditions whereby Kulture Consulting, LLC, a South Carolina limited liability company having an address at PO Box 2877, Pawleys Island, SC 29585 (the "**Consultant**") agrees to provide certain services (as described herein and on Schedule 1) to Grocery Delivery E-Services USA Inc. (including its subsidiaries and affiliates), a Delaware corporation with offices located at 28 Liberty St., 10th Floor, New York, NY 10005 (the "**Company**"), as an independent contractor.

1. Services.

1.1 Pursuant to the terms and conditions set forth in this Agreement, the Company engages Consultant as an independent contractor, to provide certain services to the Company. The Consultant shall provide to the Company the services set forth on Schedule 1 (the "**Services**").

1.2 Consultant has provided, in addition to the services set forth in Schedule 1, services in relation to legal advice, counseling, and representation by Company's legal department or outside counsel in the recently filed representation cases NLRB Case Nos. 22-RC-284839, 27-RC-282916, 32-RC-283407, and other anticipated future representation cases, and directed by the Company's legal department or the Company's outside counsel for those purposes. Examples may include work on materials that are legally compliant and relevant to the Company's election campaign in NLRB Case Nos. 27-RC-282916, 32-RC-283407. Consultant understands that all of Consultant's work pertaining to employee relations matters is reasonable and necessary for providing such advice and will be part of confidential attorney-client communications and/or attorney work product concerning the ongoing NLRB Case Nos. 27-RC-282916, 32-RC-283407 litigation, and/or other anticipated future representation cases. Consultant understands that it is Company's agent in performing tasks related to attorney work product. Consultant understands and will not exceed the foregoing scope of project (in relation to services provided under Section 1.2) and will take all available measures to maintain confidentiality and privilege, including labeling the work performed at behest of counsel for the abovementioned purposes, "Attorney Work Product," or "For Purposes Of Seeking Legal Advice," and "Privileged & Confidential." Consultant will promptly inform Company and its counsel to the extent any of Consultant's work, communications, opinions, or personnel are subject to legal process, including, but not limited to, subpoena requests. Consultant and Company both recognize Consultant has provided the above services from the filing of the above-mentioned representation cases to present, and anticipates the work will continue as long as the litigation is pending or anticipated.

1.3 Except as explicitly set forth herein, the Company shall not control the manner or means by which the Consultant performs the Services. Unless otherwise set forth in Schedule 1, the Company shall provide the necessary meeting room/space, computer equipment (as/if necessary), audio and/or visual equipment necessary for the Consultant to fulfill its services. The Company shall provide the Consultant with access to its premises and equipment to the extent necessary for the performance of the Services.

1.4 To the extent the Consultant performs any Services on the Company's premises or using the Company's equipment, the Consultant shall comply with all applicable policies of the

Company relating to business and office conduct, health and safety, and use of the Company's facilities, supplies, information technology, equipment, networks, and other resources.

2. Term. The term of this Agreement shall commence as of the Effective Date and shall continue until the completion of the Services, unless earlier terminated in accordance with Section 10 (the "**Term**"). Any extension of the Term will be subject to mutual written agreement between the parties.

3. Fees and Expenses.

3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay the Consultant the amount(s) set forth on Schedule 1 (the "**Fees**"), payable on the dates set forth on Schedule 1. The Consultant acknowledges that it shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

3.2 The Consultant is solely responsible for its own costs or expenses incurred in connection with the performance of the Services. Company agrees to reimburse Consultant for its actual, documented and reasonable travel and out-of-pocket expenses incurred in connection with the Services, provided that such expenses have been pre-approved in writing by Company.

3.3 The Company shall pay all Fees and actual and reasonable expenses within thirty (30) calendar days after the Company's receipt of an invoice from the Consultant, unless disputed.

4. Relationship of the Parties.

4.1 The Consultant is an independent contractor of the Company. This Agreement shall not be construed to create any association, partnership, joint venture, or employee, relationship between the Consultant and the Company for any purpose. The Consultant has no authority (and shall not hold itself out as having authority) to bind the Company and the Consultant shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

4.2 Without limiting Section 4.1, Consultant's employees will not be eligible to participate in any vacation, group medical or life insurance, worker's compensation, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on the Consultant's behalf. The Consultant shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by the Consultant in connection with the performance of the Services shall be the Consultant's employees or contractors and the Consultant shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor.

5. Deleted.

6. Confidentiality.

6.1 The Consultant acknowledges that it will have access to information that is treated as confidential and proprietary by the Company including without limitation the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of the Company, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that is developed in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this clause. The Consultant agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. The Consultant shall notify the Company immediately in the event the Consultant becomes aware of any loss or disclosure of any Confidential Information. Consultant hereby represents and warrants that all of its employees and contractors who have access to Confidential Information shall be party to written agreements providing substantially the same protections to the Company as are provided under this Section 6, and that any actions or omissions by an employee or contractor of the Consultant that would be deemed a breach of this Section 6 if committed by the Consultant shall, for purposes of this Agreement, be deemed acts or omissions of the Consultant.

(a) Confidential Information shall not include information that: (a) is or becomes generally available to the public other than through the Consultant's breach of this Agreement; or (b) is communicated to the Consultant by a third party that had no confidentiality obligations with respect to such information.

6.2 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Consultant agrees to provide written notice of any such order to the Company within one (1) business day of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

6.3 Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

(a) Consultant will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(b) If Consultant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Consultant may disclose the Company's trade secrets to its attorney and use the trade secret information in the court proceeding if the Consultant: (i) files any document

containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

6.4 In no event shall Consultant use Company's name or logo without Company's written permission in each instance.

6.5 The Consultant acknowledges and agrees that a breach or threatened breach of its obligations under this Section would give rise to irreparable harm to the Company for which monetary damages would not be an adequate remedy and in the event of a breach or a threatened breach by the Consultant of any such obligations, the Company shall, in addition to any other rights and remedies that may be available to the Company at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. The Consultant agrees that it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

7. Representations and Warranties.

7.1 Consultant represents and warrants to Company that:

- (a) Consultant has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this Agreement;
- (b) Consultant entering into this Agreement with Company and performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which it is subject;
- (c) Consultant has the required skill, experience, and qualifications to perform the Services, shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- (d) Consultant has the appropriate visas or other requirements or authorizations to work in the U.S. and perform the Services, and is solely responsible for securing such authorizations;
- (e) Consultant shall perform the Services in compliance with all applicable federal, state, and local laws and regulations at the time of work performed; except, as follows
 - 1. The Consultant and any or all of its shareholders, employees, independent contractors, and/or individual consultants cannot and shall not be held liable, nor accountable, for that which occurs with regard to potential union-filed ULPs and/or election objections.
 - 2. Subject to the provisions in Section 8.3, the Company shall indemnify the Consultant and any or all of its shareholders, employees, contractors, and individual consultants from any and all third-party claims arising out of Consultant's services to and on

behalf of the Company and its subsidiaries.

3. It is further understood and agreed that the above paragraphs 1. and 2. shall apply to the parties as/if the so-called "PRO Act" (or any of its numerous variants) is legislated or otherwise enacted through regulatory/administrative fiat to include monetary fines/penalties.

(f) the Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

(g) all Deliverables are and shall be the Consultant's original work (except for material in the public domain or provided by the Company) and, to the best of its knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2 The Company hereby represents and warrants that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

8. Indemnification.

8.1 Consultant shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the Consultant's acts or omissions; and

(b) the Consultant's breach of any representation, warranty, or obligation under this Agreement.

8.2 The Company may satisfy such indemnity (in whole or in part), at their sole discretion, by way of deduction from any payment due to the Consultant, and/or immediate termination of this agreement.

8.3 A party claiming indemnification under this agreement must (i) promptly notify the other party of any claim, demand letter, Summons, Complaint, or other notice of proceeding; (ii) allow the indemnifying party to control the settlement and/or defense of any such matter, including selection of counsel; and (iii) reasonably cooperate in the settlement and/or defense of any such matter. In no event shall a party be required to indemnify the other party for the other party's own negligence or intentional misconduct.

9. Insurance. During the Term, the Consultant shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance,

in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from its conduct, acts, or omissions or the conduct, acts, or omissions of the Consultant's agents, contractors, servants, or employees. The Company shall be listed as additional insured under such policy, and the Consultant shall forward a certificate of insurance verifying such insurance upon the Company's written request.

10. Termination.

10.1 The Consultant or the Company may terminate this Agreement without cause upon written notice (email acceptable) to the other party. In the event of termination pursuant to this clause, the Company shall pay the Consultant on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.

10.2 The Consultant or the Company may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within five (5) calendar days after receipt of written notice of such breach.

10.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, the Consultant shall promptly after such expiration or termination:

- (a) deliver to the Company all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for the Consultant's use by the Company;
- (b) deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information;
- (c) permanently erase all of the Confidential Information from the Consultant's computer systems; and
- (d) certify in writing to the Company that the Consultant has complied with the requirements of this section.

10.4 The terms and conditions of this Section 10, and Section 1.2, Section 5, Section 6, Section 8, Section 11, and Section 13 shall survive the expiration or termination of this Agreement.

11. Deleted.

12. Assignment. The Consultant shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment

stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

13. Miscellaneous.

13.1 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Any Notice to Company must include a mandatory copy to US-Legal@hellofresh.com. Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

13.2 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

13.3 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.


13.4 This Agreement and all related documents including all schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with the laws of the State of New York including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

13.5 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.6 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

~SIGNATURES ON NEXT PAGE~

For and on behalf of
Kulture Consulting, LLC

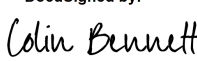
Signature: 

Print Name: Peter A. List

Title: Founder & CEO

Date: November 19, 2021

For and on behalf of
Grocery Delivery E-Services USA Inc.

Signature: 
DocuSigned by: 591C9A39297F4DB...

Print Name: Colin Bennett

Title: General Counsel

Date: 11/19/2021

DS


SCHEDULE 1

TO CONSULTING AGREEMENT DATED OCTOBER 25, 2021 BETWEEN KULTURE CONSULTING, LLC AND GROCERY DELIVERY E-SERVICES USA INC.

1. Services: Consultant shall provide advice and input to Company on employee and labor relations matters. Topics include education and guidance on compliance with the National Labor Relations Act, advice on union elections, and related public relations matters.

2. Equipment, Tools, Or Materials Provided By Company: None.

3. Payments and Payment Schedule: Consultant shall invoice Company biweekly, by facility at which services are performed, and detailing services performed. Company shall pay Consultant at the rate of \$3,500 per day, per consultant basis, plus actual and reasonable expenses. Approved invoices shall be paid on an expedited basis, but no later than Net 30.

- a) Invoices, if not paid within 30 days, shall be deemed delinquent and Consultant reserves the right to discontinue services until the Company brings its account current, or Consultant may withdraw services.

4. Deliverables: Company to inform Consultant what is as needed. The parties shall discuss the timing and pricing of Deliverables.