

Engagement Letter for Marose, Kiaie & Associates Communications LLC

June 9, 2021

Jill Sutton
United Natural Foods, Inc.
313 Iron Horse Way
Providence, RI 02908

Dear Ms. Sutton:

This Agreement will confirm the engagement of Marose, Kiaie & Associates Communications LLC ("MKA") as the strategic communications and public relations consultant to United Natural Foods, Inc. (the "Client"), effective as of July 1, 2021 (the "Effective Date").

1. **Services:** During the Term (as defined below), MKA shall provide those strategic communications services set forth on Annex A hereto (collectively, the "Services"). MKA shall perform the Services in a timely, professional manner and exercise its skill and judgment in accordance with the highest professional standards.

Client will provide MKA with the information and resources necessary for MKA to provide the Services. MKA makes no express guarantees other than the assurance that it will act in good faith and use commercially reasonable efforts to carry out the instructions provided Client consistent with this Agreement and applicable law.

Client shall be responsible for the accuracy, completeness and propriety of information that it provides to MKA concerning Client's products, services, organization and industry, as well as its compliance with applicable law. Client shall be responsible for reviewing all publicity, press releases, press documents and other materials prepared by MKA to confirm that all representations, direct or implied, are supported by objective data then possessed by or known by Client, and to confirm and approve the accuracy of the descriptions and depictions of the products and services of Client and its competitors. The parties further acknowledge that after MKA has issued material to the press or to another third party, its use is no longer under MKA's control. MKA cannot assure the use of materials by the media, nor can MKA assure that any information published will accurately convey the information provided by MKA.

2. **Term:** This Agreement commences as of the Effective Date and may be terminated at any time by either party upon thirty (30) days' prior written notice to the other party. MKA may suspend Services or terminate this Agreement upon ten (10) days' prior written notice to Client if Client breaches its obligations under this Agreement, including Client's failure to make payments within a reasonable timeframe.

3. **Fees:** For the Services outlined in Appendix A, MKA will bill Client a monthly retainer of \$10,000 per month.

In instances when hourly overages are pre-approved by Client, MKA will bill additional time at the following rates:

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Rate Card

- *Partner/Principal - \$725*
- *Vice President - \$525*
- *Senior Associate - \$425*
- *Associate - \$325*
- *Junior Associate - \$225*

4. **Administrative Fee and Non-Routine Expenses:** For routine out-of-pocket expenses including various news subscription services, non-proprietary database access, financial terminals, bridged conference calls, overnight mail, courier services, copying, etc., MKA charges a flat rate equal to five percent (5%) of the professional fees. MKA will waive these fees for Client.

For non-routine expenses paid directly by MKA on Client's behalf, including travel, MKA will seek Client's prior approval for expenses above \$250 and, upon receipt of such approval, bill these non-routine expenses to Client at cost, without any markup.

Where necessary, MKA may engage third-party experts or vendors on Client's behalf with Client's prior written approval. All costs incurred as a result of engaging any third-party vendors shall be payable by Client and will be billed directly to Client by the third-party vendor (whenever possible) without any markup.

5. **Payment Terms:** In line with the aforementioned billing schedule, MKA will issue invoices to Client for professional fees and all additional expenses incurred during the preceding month. All invoices are due and payable within thirty (30) days. MKA may invoice Client for a service charge on undisputed fees and expenses equal to one percent (1.0%) per month (or the maximum legal interest rate) on invoices outstanding beyond sixty (60) days.

6. **Confidentiality:** MKA and Client may disclose to one another certain confidential information including, but not limited to, financial information, product and business plans, financial projections, historical data and information, and marketing/competitive data (collectively, "Confidential Information"). Neither party will disclose the other party's Confidential Information to any third party without the prior written consent of the other party, nor will a party make use of any of the other party's Confidential Information except in the performance of rights or obligations under this Agreement. Each party will use at least the same degree of care to avoid disclosure of the other party's Confidential Information as it uses with respect to its own Confidential Information, but in no event shall less than reasonable care be used.

Confidential Information does not include information: (a) generally available or known to the public; (b) previously known to the recipient without any obligation of confidentiality; (c) independently developed by the recipient outside the scope of this Agreement without any use of the other party's Confidential Information; (d) lawfully disclosed to the recipient by a third party under no obligation of confidentiality; or (e) disclosed pursuant to a valid court order or as required by a judicial court or tribunal

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of competent jurisdiction, provided, however, that the recipient has provided the discloser with prior notice sufficient to permit the discloser to challenge any such order.

7. Reserved.

8. **Indemnification:** Client shall indemnify and hold MKA, its officers, directors, employees, affiliates and agents harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorneys' fees, brought by a third party, which MKA may incur or be liable for to the extent arising out of or in connection with (a) allegations that Client's activities or any material or information supplied by Client to MKA infringes upon the copyright, trademark, trade secret, patent or other intellectual property and/or proprietary rights of any third party or violates a third party's right of privacy or publicity or any other personal right, or that Client's activities, material or information induce, promote or encourage the violation of or infringement upon the rights of any third party; (b) any breach of Client's covenants, representations and/or warranties under this Agreement; (c) risks or restrictions that MKA brings to Client's attention where Client elects to proceed, and (d) Client's gross negligence or willful misconduct, except on such claims subject to indemnification by MKA below.

MKA agrees to indemnify, defend and hold Client, its officers, directors, employees, affiliates and agents harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorneys' fees, brought by a third party, which Client may incur or be liable for to the extent arising out of or in connection with (a.) MKA's gross negligence or willful misconduct in connection with the Services, except on such claims subject to indemnification by Client, as set forth above, (b.) any breach by MKA of MKA's covenants, representations, and/or warranties under this Agreement and (c) allegations that MKA's activities or any material or information supplied by MKA to Client infringes upon the copyright, trademark, trade secret, patent or other intellectual property and/or proprietary rights of any third party or violates a third party's right of privacy or publicity or any other personal right, or that MKA's activities, material or information induce, promote or encourage the violation of or infringement upon the rights of any third party .

9. **Intellectual Property Ownership:** To the extent that MKA creates materials specifically ordered and commissioned by Client under this Agreement (collectively, the "Materials"), Client's right in and title to the Materials shall vest in Client upon payment in full to MKA of all amounts then due and owing. Notwithstanding the foregoing, MKA retains all copyrights and all other intellectual property rights in all tools and methodologies it uses to provide the Services including, but not limited to, all training documents, slide decks, training videos and other training materials, software applications, and all other works of authorship, ideas, inventions, processes, designs, technology, information and materials created by or on behalf of MKA in the regular course of its business, which are not specially ordered and commissioned by Client.

10. **Limitation of Liability:** EXCEPT FOR THIRD PARTY CLAIMS COVERED BY SECTION 8 HEREOF, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, , OR INCIDENTAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER

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LEGAL THEORY, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Jurisdiction; Arbitration:** This Agreement and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of New York. All disputes arising under this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be before a single arbitrator selected pursuant to the AAA Commercial Arbitration Rules and shall take place in New York, New York.

12. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the parties in connection with such subject matter.

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If this Agreement is acceptable, please sign and return a copy at your earliest convenience. Additionally, we kindly ask that you complete the attached billing information form.

Thank you for selecting MKA.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

MKA

Gregory Marose
Signature

Gregory Marose
Print Name

Managing Principal
Title

6/21/2021
Date

United Natural Foods, Inc.

Jill Sutton
Signature

Jill Sutton
Print Name

CLO and General Counsel
Title

6/21/2021
Date

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Appendix A

As Client's strategic consultant, MKA will provide the following services:

- Strategic communications counsel on corporate issues, including labor disputes and crisis matters
- Media relations and reporter management support
- Internal communications support
- Customer and partner communications support
- Ongoing content and writing services
- Daily media monitoring and research needs
- As-directed website and digital support

The Scope of Services can be expanded at Client's direction.

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