

Section 3.2 Policies. Each Party shall, and shall cause any of its Affiliates or third parties providing or receiving the Services to, follow the reasonable policies, procedures and practices of the other Party and its Affiliates applicable to the Services provided by such Party. A failure of a Recipient to act in accordance with this Section 3.2 that prevents a Provider from providing the Services, upon reasonable advance written notice to the Recipient (where practicable), relieves Provider of its obligations under this Agreement until such time as the failure has been cured.

Section 3.3 Service Coordinators and Dispute Resolution.

(a) RGHI and Company shall each nominate a representative to act as the primary contact person with respect to the Services (each, a "Service Coordinator"). Unless otherwise agreed upon by the Parties, the Parties shall direct all communications regarding this Agreement and the Services to the Service Coordinators. The initial Service Coordinators for RGHI and Company, as set forth on Exhibit C. Either Party may replace its Service Coordinator at any time by providing written notice to the other Party of the newly designated Service Coordinator in accordance with Section 10.5. The Service Coordinators shall oversee the operation of this Agreement. The Parties shall ensure that their respective Service Coordinators shall meet in person or by telephonic means as are reasonably requested by RGHI or Company to review and discuss the status of, and any issues arising from, this Agreement.

(b) In the event a dispute arises between the Parties under this Agreement, telephonic negotiations shall be conducted by the respective Service Coordinators within ten (10) days following a written request from any Party ("Dispute Negotiation Request"). If the Service Coordinators are unable to resolve the dispute within ten (10) days after the Parties have commenced Dispute Negotiations, either Party, by written request to the other Party, may request that such dispute be referred for resolution to the President or a Vice President (or other executive) of the divisions implicated by the matter for the Parties, or more senior executive of a Party if such Party is a single division entity. The President or Vice President (or other executives) will have fifteen (15) days to resolve such dispute. If the presidents of the relevant divisions of both Parties do not agree to a resolution of such dispute within fifteen (15) days after the reference of the matter to them, the dispute shall be resolved in a friendly manner as set forth in this Section 3.3, then any unresolved dispute may be resolved pursuant to the Dispute Resolution process set forth in Section 10.5.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 3.3 Service Coordinators and Dispute Resolution.

(a) RGHI and Company shall each nominate a representative to act as the primary contact person with respect to the Services (each, a "Service Coordinator"). Unless otherwise agreed upon by the Parties, the Parties shall direct all communications regarding this Agreement and the Services to the Service Coordinators. The initial Service Coordinators for RGHI and Company, as set forth on Exhibit C. Either Party may replace its Service Coordinator at any time by providing written notice to the newly designated Service Coordinator in accordance with Section 10.5. The Service Coordinators shall oversee the operation of this Agreement. The Parties shall ensure that their respective Service Coordinators shall meet in person as are reasonably requested by RGHI or Company to review and discuss the status of, and any issues arising from, this Agreement.

(b) In the event a dispute arises between the Parties under this Agreement, telephonic negotiations shall be conducted by the respective Service Coordinators within ten (10) days following a written request from any Party ("Dispute Negotiation"). If the Service Coordinators are unable to resolve the dispute within ten (10) days after the Parties have commenced Dispute Negotiation, Company, by written request to the other Party, may request that such dispute be referred for resolution to the President (or other senior executive) of the divisions implicated by the matter for the Parties, or more senior executive of a Party if such Party is a single division. The President (or other senior executive) will have fifteen (15) days to resolve such dispute. If the presidents of the relevant divisions of the Parties do not agree to a resolution of such dispute within fifteen (15) days after the reference of the matter to them, the dispute shall be resolved in a friendly manner as set forth in this Section 3.3, then any unresolved dispute may be resolved pursuant to the dispute resolution process set forth in this Agreement.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 3.4 Limitation of Services Provided. Except to the extent required to meet the Service Standards, in providing the Services, the Provider shall not be obligated to: (i) hire any additional employees; (ii) maintain the employment of any specific employee; (iii) purchase, lease, acquire, own, maintain, repair, replace, or otherwise provide equipment or software; or (iv) make any capital investment to provide or continue providing the Services. The Parties shall be responsible for the correctness of any information given to them on behalf of the other Party for the purposes of providing the Services.

Section 3.5 Third Party Licenses and Consents. The Parties will cooperate and assist each other, and use commercially reasonable efforts to obtain, or direct its Affiliates to obtain, any third party consents required under the terms of any agreement between a Provider and a third party, on the one hand, and a third party, on the other hand, in order for a Party or its Affiliates to provide the Services during the term of the provision of any Service as contemplated by this Agreement requires the consent, license or approval of any third party. The Parties shall use commercially reasonable efforts, to obtain as promptly as possible after the Commencement of the Services, all licenses and approvals required under the terms of any third party agreement in order for Provider to provide the Services. The cost of obtaining any consent, permit, license or approval with respect to any Service shall be borne by the Recipient of the Service. If such consent, permit, license or approval is not obtained, the Parties will cooperate in good faith to enter into reasonable arrangements to ensure that the Recipient would obtain the benefit of such Service to the same extent (or as nearly as practicable) as if such consent, permit, license or approval had been obtained, and each Party will continue to use commercially reasonable efforts to obtain any such required consent or approval. The Parties may not be practical to try to anticipate and identify every possible legal, regulatory, and logistical impediment to the provision of any Service. Accordingly, each Party will promptly notify the other Party if it reasonably determines that there is a legal, regulatory, or logistical impediment to the provision of any Service, and the Parties shall each use commercially reasonable efforts to overcome such impediment, unless provided otherwise in accordance with the terms of this Agreement. All computer systems or software (the "System") used in the provision of any Service, owned by a Party, its Affiliates or third parties used in connection with the provision or receipt of the Services, shall be subject to the policies of such Party, its Affiliates or third parties.

ARTICLE IV

SECURITY- SYSTEMS

Section 4.1 Security Breaches. If any Party discovers (a) any material breach of the Security Regulations or of the Service Standards for the Services or (b) any breach or threatened breach of the Security Regulations that involves or may reasonably be expected to result in the disclosure or use of the other Party's or its Affiliates' Confidential Information (each of (a) and (b), a "Security Incident"), the Party responsible for the Security Incident, (i) promptly (both orally, if practicable, and in any event in writing) notify the other Party of the Security Incident and (ii) reasonably cooperate with the other Party (1) to take commercially reasonable measures necessary to prevent further disclosure of such Confidential Information, (2) to remedy any such Security Incident, including using commercially reasonable measures to prevent further disclosure of such Confidential Information, (3) to furnish full details of the Security Incident to the other Party and keep the other Party informed of measures taken and other developments with respect to such Security Incident, (4) in any litigation or formal action involving the Security Incident with any regulatory, investigatory or other action of any Governmental Authority and (5) in notifying the other Party of the results of the investigation. Personnel and other persons of the Security Incident to the extent reasonably requested by the other Party.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 3.5 Third Party Licenses and Consents. The Parties will cooperate and assist each other, and use commercial or direct its Affiliates to obtain, any third party consents required under the terms of any agreement between a hand, and a third party, on the other hand, in order for a Party or its Affiliates to provide the Services during the the provision of any Service as contemplated by this Agreement requires the consent, license or approval of any Parties shall use commercially reasonable efforts, to obtain as promptly as possible after the Commencement licenses and approvals required under the terms of any third party agreement in order for Provider to provide the obtaining any consent, permit, license or approval with respect to any Service shall be borne by the Recipient of consent, permit, license or approval is not obtained, the Parties will cooperate in good faith to enter into reasonable Recipient would obtain the benefit of such Service to the same extent (or as nearly as practicable) as if such consent and each Party will continue to use commercially reasonable efforts to obtain any such required consent or approval may not be practical to try to anticipate and identify every possible legal, regulatory, and logistical impediment to Accordingly, each Party will promptly notify the other Party if it reasonably determines that there is a legal, regulatory provision of any Service, and the Parties shall each use commercially reasonable efforts to overcome such impediment provided otherwise in accordance with the terms of this Agreement. All computer systems or software (·System) owned by a Party, its Affiliates or third parties used in connection with the provision or receipt of the Services, and such Party, its Affiliates or third parties.

ARTICLE IV

SECURITY· SYSTEMS

Section 4.1 Security Breaches. If any Party discovers (a) any material breach of the Security Regulations or of the Services or (b) any breach or threatened breach of the Security Regulations that involves or may reasonably be disclosure or use of the other Party·s or its Affiliates· Confidential Information (each of (a) and (b), a ·Security Incident the Party responsible for the Security Incident, (i) promptly (both orally, if practicable, and in any event in writing) the Incident and (ii) reasonably cooperate with the other Party (1) to take commercially reasonable measures necessary such Confidential Information, (2) to remedy any such Security Incident, including using commercially reasonable causes for such Security Incident, (3) to furnish full details of the Security Incident to the other Party and keep such measures taken and other developments with respect to such Security Incident, (4) in any litigation or formal action with any regulatory, investigatory or other action of any Governmental Authority and (5) in notifying the other Party Personnel and other persons of the Security Incident to the extent reasonably requested by the other Party.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 4.1 Security Breaches. If any Party discovers (a) any material breach of the Security Regulations or of Services or (b) any breach or threatened breach of the Security Regulations that involves or may reasonably be disclosure or use of the other Party's or its Affiliates' Confidential Information (each of (a) and (b), a "Security Incident"), the Party responsible for the Security Incident, (i) promptly (both orally, if practicable, and in any event in writing) notify the other Party of the Security Incident and (ii) reasonably cooperate with the other Party (1) to take commercially reasonable measures necessary to prevent further disclosure of such Confidential Information, (2) to remedy any such Security Incident, including using commercially reasonable measures to prevent further disclosure of such Confidential Information, (3) to furnish full details of the Security Incident to the other Party and keep the other Party informed of the measures taken and other developments with respect to such Security Incident, (4) in any litigation or formal action brought by or on behalf of the other Party with any regulatory, investigatory or other action of any Governmental Authority and (5) in notifying the other Party of any such action. The Party responsible for the Security Incident shall also notify its Personnel and other persons of the Security Incident to the extent reasonably requested by the other Party.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 5.6 No Offset. Recipient shall not withhold any payments due under this Agreement in order to offset payments made by Recipient pursuant to this Agreement unless such withholding is mutually agreed to by the Parties in writing or by a court. Any required adjustment to payments due hereunder will be made as a subsequent invoice.

Section 5.7 Invoice Disputes. In the event of an invoice dispute, the disputing Party shall deliver a written statement of the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed explanation of the dispute. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Provider shall continue performance under the Agreement pending resolution of any dispute.

Section 5.8 Audit. At the request of Recipient, Provider shall provide to Recipient and its Affiliates reasonable access to its Personnel and records with respect to the amount charged in connection with any Service so that Recipient may verify that the amount incurred by Provider or, to the extent such Service is provided on an hourly basis, information related to hours charged are commensurate with the amount charged to Recipient for such Service. In the event that Recipient believes the amount charged materially exceeds the pass through costs actually incurred by Provider or hours charged in connection with such Service, Recipient may request a review of the matter in good faith.

ARTICLE VI

TERM AND TERMINATION

Section 6.1 Term of Services. With respect to each of the Services, the term thereof will be for a period commencing on the date a different date is specified as the commencement date for any applicable Service on Exhibit A or Exhibit B (either "Term" or "Term(s)"). The term shall continue until 12 months following the Commencement Date unless (i) such other date as is specified as the term of such Service in this Agreement or on Exhibit A or Exhibit B, as applicable (the "Term") or (ii) earlier terminated pursuant to this Section 6.2.

Section 6.2 Termination of Services. Except as agreed by the Parties in writing or as otherwise stated in the Exhibit A or Exhibit B, for convenience any Transition Service, and RGHI may terminate for convenience any Reverse Transition Service or any other Service, provided, (a) that, with respect to the Services described in Section G1 of Exhibit A, unless otherwise specified, such Services shall not be terminated independently except in accordance with an agreed Migration Plan and, (b) any unamortized costs of any license or other costs incurred specifically for the purpose of providing the Services hereunder will be paid by the Terminating Party. Upon termination of any Service pursuant to this Section 6.2, the Terminating Party's obligation to pay for such Service shall terminate.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 5.7 Invoice Disputes. In the event of an invoice dispute, the disputing Party shall deliver a written statement of the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of the items. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Provider shall continue performance of the Agreement pending resolution of any dispute.

Section 5.8 Audit. At the request of Recipient, Provider shall provide to Recipient and its Affiliates reasonable access to its Personnel and records with respect to the amount charged in connection with any Service so that Recipient may verify the amount incurred by Provider or, to the extent such Service is provided on an hourly basis, information related to hours charged. The amounts are commensurate with the amount charged to Recipient for such Service. In the event that Recipient believes the amount materially exceeds the pass through costs actually incurred by Provider or hours charged in connection with such Service, Recipient may bring the matter in good faith.

ARTICLE VI

TERM AND TERMINATION

Section 6.1 Term of Services. With respect to each of the Services, the term thereof will be for a period commencing on the date a different date is specified as the commencement date for any applicable Service on Exhibit A or Exhibit B (either of which may continue until 12 months following the Commencement Date unless (i) such other date as is specified as the term of this Agreement or on Exhibit A or Exhibit B, as applicable (the "Term") or (ii) earlier terminated pursuant to this Agreement).

Section 6.2 Termination of Services. Except as agreed by the Parties in writing or as otherwise stated in the Exhibits, either Party may terminate for convenience any Transition Service, and RGHI may terminate for convenience any Reverse Transition Service. Upon termination provided, (a) that, with respect to the Services described in Section G1 of Exhibit A, unless otherwise specified, the Services shall not be terminated independently except in accordance with an agreed Migration Plan and, (b) any unamortized costs of any license or other costs incurred specifically for the purpose of providing the Services hereunder will be paid by the Terminating Party. Upon termination of any Service pursuant to this Section 6.2, the Terminating Party's obligation to pay for such Service shall terminate.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 5.8 Audit. At the request of Recipient, Provider shall provide to Recipient and its Affiliates reasonable access to its Personnel and records with respect to the amount charged in connection with any Service so that Recipient may verify that the amount incurred by Provider or, to the extent such Service is provided on an hourly basis, information related to hours charged, are commensurate with the amount charged to Recipient for such Service. In the event that Recipient believes the amount charged materially exceeds the pass through costs actually incurred by Provider or hours charged in connection with such Service, Recipient may, in such matter in good faith.

ARTICLE VI

TERM AND TERMINATION

Section 6.1 Term of Services. With respect to each of the Services, the term thereof will be for a period commencing on the date a different date is specified as the commencement date for any applicable Service on Exhibit A or Exhibit B (either of which may continue until 12 months following the Commencement Date unless (i) such other date as is specified as the term of such Service in this Agreement or on Exhibit A or Exhibit B, as applicable (the "Term") or (ii) earlier terminated pursuant to this Section 6.2 Termination of Services. Except as agreed by the Parties in writing or as otherwise stated in the Exhibit A or Exhibit B, for convenience any Transition Service, and RGHI may terminate for convenience any Reverse Transition Service or any other Service termination provided, (a) that, with respect to the Services described in Section G1 of Exhibit A, unless otherwise specified, shall not be terminated independently except in accordance with an agreed Migration Plan and, (b) any unamortized costs of any license or other costs incurred specifically for the purpose of providing the Services hereunder will be paid by the Terminating Party. Upon termination of any Service pursuant to this Section 6.2, the Terminating Party's obligation to pay for such Service shall terminate.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 6.1 Term of Services. With respect to each of the Services, the term thereof will be for a period commencing on the date specified as the commencement date for any applicable Service on Exhibit A or Exhibit B (either the Commencement Date or the Termination Date) and shall continue until 12 months following the Commencement Date unless (i) such other date as is specified as the termination date in this Agreement or on Exhibit A or Exhibit B, as applicable (the "Term") or (ii) earlier terminated pursuant to this Agreement.

Section 6.2 Termination of Services. Except as agreed by the Parties in writing or as otherwise stated in the Exhibits, either Party may terminate for convenience any Transition Service, and RGHI may terminate for convenience any Reverse Transition Service. Upon termination, provided, (a) that, with respect to the Services described in Section G1 of Exhibit A, unless otherwise specified, the Services shall not be terminated independently except in accordance with an agreed Migration Plan and, (b) any unamortized costs of any license or other costs incurred specifically for the purpose of providing the Services hereunder will be paid by the Terminating Party. Upon termination of any Service pursuant to this Section 6.2, the Terminating Party's obligation to pay for the Services shall terminate.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 6.2 Termination of Services. Except as agreed by the Parties in writing or as otherwise stated in the Ex convenience any Transition Service, and RGHI may terminate for convenience any Reverse Transition Service termination- provided, (a) that, with respect to the Services described in Section G1 of Exhibit A, unless otherw not be terminated independently except in accordance with an agreed Migration Plan and, (b) any unamortized of any license or other costs incurred specifically for the purpose of providing the Services hereunder will be pa Upon termination of any Service pursuant to this Section 6.2, the Terminating Party-s obligation
Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 6.3 Termination of Agreement. This Agreement shall terminate when the Termination Date has occurred. Agreement may be terminated by either Party (the "Terminating Party") upon written notice to the other Party (which shall specify the basis for such claim for breach), if:

- (a) the other Party or its Affiliates materially breaches this Agreement and such breach is not cured, to the reasonable satisfaction of the Terminating Party, within thirty (30) days of written notice thereof, it being understood that a good-faith dispute as to whether or not such breach constitutes a material breach of this Agreement; or
- (b) the other Party files for bankruptcy or similar proceeding, is the subject of an involuntary filing for bankruptcy (not dismissed within sixty (60) days), makes a general assignment of all or substantially all of its assets for the benefit of creditors, is declared insolvent, becomes the subject of any proceedings (not dismissed within sixty (60) days) related to its insolvency or the appointment of a trustee or a receiver, takes any corporate action for its winding up or dissolution, or a court enters any proceedings on such Party.

Section 6.4 Effect of Termination. Upon any termination or expiration of this Agreement or any Service provided hereunder:

- (a) each Party shall, and shall cause its Affiliates to, as soon as practicable, return to the other Party any equipment, tangible personal property, not including current or archived copies of computer files, of the other Party, its Affiliates and third parties, and any other property, that is in the Party's or its Affiliates' possession or control (and, in case of termination of one or more Services, the provision or receipt solely of such Services and of no other Services); and
- (b) the intellectual property license granted by Section 8.2 shall terminate; provided, however, that in the case of a Service, such license shall terminate only to the extent such license was necessary for the provision or receipt of such Service for any other Service that has not yet terminated.

Section 6.5 Survival. The following Articles and Sections shall survive the termination or expiration of this Agreement: the obligations of each Party thereunder: Article I- Article V- this Article VI- Article VII- Article IX- and Article X.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 6.4 Effect of Termination. Upon any termination or expiration of this Agreement or any Service provided by either Party, (a) each Party shall, and shall cause its Affiliates to, as soon as practicable, return to the other Party any equipment, tools, and other property, not including current or archived copies of computer files, of the other Party, its Affiliates and their service providers, that is in the Party's or its Affiliates' possession or control (and, in case of termination of one or more Services, any equipment, books, records, files and other property, not including current or archived copies of computer files, that were used in the provision or receipt solely of such Services and of no other Services); and (b) the intellectual property license granted by Section 8.2 shall terminate; provided, however, that in the case of termination of a Service, such license shall terminate only to the extent such license was necessary for the provision or receipt of such Service for any other Service that has not yet terminated.

Section 6.5 Survival. The following Articles and Sections shall survive the termination or expiration of this Agreement: the obligations of each Party thereunder: Article I; Article V; this Article VI; Article VII; Article IX; and Article X.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 8.1 Ownership of Intellectual Property. Any intellectual property owned by a Party, its Affiliates or third-party, in connection with the provision or receipt of the Services, as applicable, shall remain the property of such Party, except as provided in Section 8.2 License. Each Party grants, and shall cause its Affiliates to grant, to the other Party and its Affiliates a non-exclusive, transferable, worldwide license, during the Term, to use the intellectual property owned by such Party or its Affiliates to the extent necessary for the other Party and its Affiliates to provide or receive the Services, as applicable. Other than as provided to its Affiliates pursuant to the preceding sentence, neither Party nor its Affiliates shall have any right, title or interest in or to the other Party or its Affiliates.

Section 8.3 Use of RCP Names. By the third anniversary of the Commencement Date, RGHI and its Affiliates will remove RCP Names and will cease use of RCP Names as trademarks unless such use is pursuant to a separate agreement.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 9.5 Insurance. Each Party shall obtain and maintain, for the Term (i) commercial general liability insurance with a limit of at least \$5,000,000 per occurrence, (ii) workers compensation/employer's liability insurance with a liability limit of at least \$5,000,000 per occurrence, or, if greater, the statutory minimum, and (iii) all risk property insurance on a replacement cost basis adequate to cover the interruption Losses that a Party may suffer in connection with or arising out of this Agreement, subject to policy exclusions described in clause (i) above, naming the other Party as an additional insured thereunder. Upon request, each Party shall provide a certificate of insurance as proof of insurance coverage.

ARTICLE X

MISCELLANEOUS

Section 10.1 Force Majeure. In the event that a Party is wholly or partially prevented from, or delayed in, providing or performing more Services are interrupted or suspended, by reason of events beyond their reasonable control, which by their nature were not reasonably foreseeable, was not reasonably avoidable, including acts of God, act of Governmental Authority, act of the public enemy, floods, embargoes, epidemics, war, acts of terrorism, nuclear disaster, civil unrest or riots, civil commotion, insurrection, strike, conditions, lack of or shortage of adequate electrical power, malfunctions of equipment or software (each, a Force Majeure Event), the Party shall promptly give notice of any such Force Majeure Event to Company and shall indicate in such notice the effect of the event on the Services hereunder and the anticipated duration of such event. The Party whose performance is affected by the Force Majeure Event shall deliver or cause to be delivered the affected Services during such period, and the applicable Party shall not be liable for any affected Services not delivered. During the duration of a Force Majeure Event, the Party whose performance is affected shall, and shall cause their relevant Affiliates to, minimize to the extent practicable the effect of the Force Majeure Event and use commercially reasonable efforts to avoid or remove such Force Majeure Event and to resume delivery of the affected Services as soon as delay practicable.

Section 10.2 Authority. A Provider shall not be permitted to bind a Recipient or any of its Affiliates or enter into contracts, leases, licenses or other documents (including the signing of checks, notes, bills of exchange or any other financial instruments from any bank accounts of Recipient or any of its Affiliates) on behalf of Recipient or any of its Affiliates except with the consent of Recipient, which consent may be given from time to time as the need arises and for such limited purposes as may be determined by Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 10.1 Force Majeure. In the event that a Party is wholly or partially prevented from, or delayed in, providing more Services are interrupted or suspended, by reason of events beyond their reasonable control, which by the Party was not reasonably avoidable, including acts of God, act of Governmental Authority, act of the public, floods, embargoes, epidemics, war, acts of terrorism, nuclear disaster, civil unrest or riots, civil commotion, insurrection, conditions, lack of or shortage of adequate electrical power, malfunctions of equipment or software (each, a "Force Majeure Event"), the Party shall promptly give notice of any such Force Majeure Event to Company and shall indicate in such notice the effect of such event hereunder and the anticipated duration of such event. The Party whose performance is affected by the Force Majeure Event shall deliver or cause to be delivered the affected Services during such period, and the applicable Party shall not be responsible for any affected Services not delivered. During the duration of a Force Majeure Event, the Party whose performance is affected shall, and shall cause their relevant Affiliates to, minimize to the extent practicable the effect of the Force Majeure Event and use commercially reasonable efforts to avoid or remove such Force Majeure Event and to resume delivery of such Services as soon as delay practicable.

Section 10.2 Authority. A Provider shall not be permitted to bind a Recipient or any of its Affiliates or enter into contracts, leases, licenses or other documents (including the signing of checks, notes, bills of exchange or any other financial instruments) from any bank accounts of Recipient or any of its Affiliates) on behalf of Recipient or any of its Affiliates except with the consent of Recipient, which consent may be given from time to time as the need arises and for such limited purposes as may be determined by Recipient.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 10.7 Waivers and Amendments· Non-Contractual Remedies· Preservation of Remedies. No amendment, modification, discharge or waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party granting such waiver in any other respect or at any time. Any such waiver shall constitute a waiver only with respect to the breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The provisions of this Agreement, nor the failure by either Party to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any of such provisions, rights or privileges hereunder. The provisions of this Agreement are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have under applicable Law, Section 10.8 Governing Law, etc.

(a) This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Law of the State of Illinois, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatory. Each of the Parties hereto submits to the jurisdiction of the federal court sitting in Lake County, Illinois, in any action or proceeding arising out of or relating to this Agreement, and agrees to litigate any theory of liability in respect of such action or proceeding exclusively in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties hereto waives any defense of forum non conveniens, venue, maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required in respect thereto. Each Party hereto agrees that service of summons and complaint or any other process that might be required in any proceeding may be made on such Party by sending or delivering a copy of the process to the Party to be served in the manner provided for the giving of notices in Section 10.5. Nothing in this Section 10.8, however, shall affect the right of either Party to bring process in any other manner permitted by Law. Each Party hereto agrees that a final, non-appealable judgment or order brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 10.8 Governing Law, etc.

(a) This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Law of the State of Illinois, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatory. Each of the Parties hereto agrees that it would permit or require the application of the Laws of another jurisdiction. Each of the Parties hereto submits to the jurisdiction of the federal court sitting in Lake County, Illinois, in any action or proceeding arising out of or relating to this Agreement, and agrees to litigate any theory of liability in respect of such action or proceeding exclusively in any such court and agrees not to bring or defend any action arising out of or relating to this Agreement in any other court. Each of the Parties hereto waives any defense of lack of due diligence in the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required in respect thereto. Each Party hereto agrees that service of summons and complaint or any other process that might be required in any proceeding may be made on such Party by sending or delivering a copy of the process to the Party to be served in the manner provided for the giving of notices in Section 10.5. Nothing in this Section 10.8, however, shall affect the right to serve process in any other manner permitted by Law. Each Party hereto agrees that a final, non-appealable judgment or order so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 10.9 Further Assurances. Each Party covenants and agrees that, without any additional consideration, cause its Affiliates to execute and deliver, such documents and other papers and shall take, or shall cause its Affiliates to take, or shall cause its Affiliates to be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby. Section 10.10 Assignment. No Party may assign this Agreement, or any of its rights or obligations under this Agreement (whether by operation of Law or otherwise), without the prior written consent of the other Party; provided, that notwithstanding the foregoing, a Party may assign its rights or obligations under this Agreement without the consent of the other Party to: (a) its Affiliates, (b) a provider or Recipient that is a Provider or Recipient under this Agreement; (ii) all or substantially all of the business or assets of one or more Providers or Recipients under this Agreement; or (iii) all or substantially all of such Party's business or assets, or (c) its financial interests, for any purpose, in each case so long as the assignee agrees to be bound by the terms of this Agreement. Any permitted assignment shall inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. Any attempted assignment in violation of the rights or obligations herein, not in accordance with the terms of this Section 10.10 shall be void. If an RGHI Affiliate assigns its RGHI due to the sale of all or substantially all of the business or assets of such Affiliate to a third party, RGHI shall continue providing the Services that it is providing at the time of such transaction consistent with the terms of this Agreement. Section 10.11 Multi-party Contracts. The Company and RGHI will use all commercially reasonable efforts to obtain the necessary consent of the counterparty to each Multi-party Contract any needed consent to separate the Company's interest in goods or services purchased from or supplied to the Business under such Multi-party Contract (including but not limited to the assignment of such contracts to the Company or RGHI or its Affiliates). The contract constituting the separated interest in goods or services relates to the Business as described in the preceding sentence shall be assumed by and become the responsibility of the Company for purchases or receiving services under any Multi-party Contract shall indemnify and hold harmless the other Parties from and against all damages, etc. arising out of such purchases or receipt of services.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section 10.10 Assignment. No Party may assign this Agreement, or any of its rights or obligations under this Agreement (including this Section 10.10 Assignment), without the prior written consent of the other Party- provided, that notwithstanding the foregoing, a Party may assign its rights or obligations under this Agreement without the consent of the other Party to: (a) its Affiliates, (b) a provider or recipient that is a Provider or Recipient under this Agreement- (ii) all or substantially all of the business or assets of one or more Providers or Recipients under this Agreement- or (iii) all or substantially all of such Party-s business or assets, or (c) its financial interests, for any purpose, in each case so long as the assignee agrees to be bound by the terms of this Agreement. Any permitted assignment shall inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. Any attempted assignment of rights or obligations herein, not in accordance with the terms of this Section 10.10 shall be void. If an RGHI Affiliate assigns its rights or obligations under this Agreement due to the sale of all or substantially all of the business or assets of such Affiliate to a third party, RGHI shall continue providing the Services that it is providing at the time of such transaction consistent with the terms of this Agreement. Section 10.11 Multi-party Contracts. The Company and RGHI will use all commercially reasonable efforts to obtain the necessary consent of the counterparty to each Multi-party Contract, from the counterparty to each Multi-party Contract any needed consent to separate the goods or services purchased from or supplied to the Business under such Multi-party Contract (including but not limited to the assignment of such contracts to the Company or RGHI or its Affiliates). The contract constituting the separated contract shall relate to the Business as described in the preceding sentence shall be assumed by and become the responsibility of the Party making purchases or receiving services under any Multi-party Contract shall indemnify and hold harmless the other Party from and against all damages, etc. arising out of such purchases or receipt of services.

Source: REYNOLDS CONSUMER PRODUCTS INC., S-1/A, 1/21/2020

Section G1: IT Services12

Service Name

Description of Service

Term

Monthly Fee

(USD) ·

Commencement

Date · 2020

Monthly

Fee

(USD) ·

2021

G1.1

IT Service Category: Major Applications · Hosting and Infrastructure Support

Hosting · shared and

dedicated

environments

Provision of infrastructure and hosting services at RGHI-s

data center for shared hardware and hardware dedicated to

RCP-s systems. Services include:

....Access to and use of the noted applications groups

....Disaster Recovery

....Administration

....Security management

....Help Desk services

....Backup/restore management

Service also includes provision of equivalent access to this

set of RCP applications in alternative data center(s) upon

migration to RCP-s new operating environment(s), and/or

equivalent services from alternative providers, managed

under this Agreement by RGHI.

All services in

group 24 months

from the

Commencement

Date

Termination can

only be as per an

agreed Migration

Plan

G1.1.1

Autosys

Job Scheduling and Monitoring System.

\$10,109

TBD

1

Where reference is made to RGHI-s data center, this means either (1) the Lincolnshire facility at 605 Heathrow

center at 1900 West Field Court, or (3) the Cloud Service provider selected to house certain infrastructure oper

Term and migration.

2

Fees for 2021 are not yet finalized, and will be negotiated in good faith by RGHI and RCP during the course of

Section G1: IT Services12

Service Name

Description of Service

Term

Monthly Fee

(USD) ·

Commencement

Date · 2020

Monthly

Fee

(USD) ·

2021

G1.1

IT Service Category: Major Applications · Hosting and Infrastructure Support

Hosting · shared and

dedicated

environments

Provision of infrastructure and hosting services at RGHI-s

data center for shared hardware and hardware dedicated to

RCP-s systems. Services include:

....Access to and use of the noted applications groups

....Disaster Recovery

....Administration

....Security management

....Help Desk services

....Backup/restore management

Service also includes provision of equivalent access to this

set of RCP applications in alternative data center(s) upon

migration to RCP-s new operating environment(s), and/or

equivalent services from alternative providers, managed

under this Agreement by RGHI.

All services in

group 24 months

from the

Commencement

Date

Termination can

only be as per an

agreed Migration

Plan

G1.1.1

Autosys

Job Scheduling and Monitoring System.

\$10,109

TBD

1

Where reference is made to RGHI-s data center, this means either (1) the Lincolnshire facility at 605 Heathrow

center at 1900 West Field Court, or (3) the Cloud Service provider selected to house certain infrastructure oper

Term and migration.

2

Fees for 2021 are not yet finalized, and will be negotiated in good faith by RGHI and RCP during the course of

Section G4: Internal Audit and Tax Services

Service Name

Description of Service

Term

Fee (USD)

G4.1

Audit and IT Audit

Handover Services

Provision of audit handover services, including information relating to IT internal audit processes and procedures of RCP.

Reasonable provision of:

....Training of new RCP staff and existing documentation for all relevant processes

....Assistance, related to the services included in this section

....Transition handover support as required

12 months from the

Commencement Date

\$175 per person /

per hour

Plus pass-

through of actual

third-party costs

incurred in

providing the

service

G4.2

Tax Services - Direct

(US and Canada)

Provision of support services for tax accounting and direct tax filings, including preparation and filing of federal and state tax returns. For the avoidance of doubt, preparation and filing of returns may be completed by a third-party service provider consistent with current practice.

Reasonable handover tax services, including:

....The transfer by Sellers of any and all historical information and explanations necessary for Transferred Entities to completely and accurately prepare and file the tax returns related to post-Closing period.

....Identification of all information sources, including information gathering formats, for the collection of information required for Transferred Entities to prepare and file the tax returns related to post-Closing periods.

....Providing continued support in providing historical documentation and explanations in relation to tax audits currently in process.

....Providing working papers and support related to accounting for income taxes.

....Providing historical transfer pricing studies and working papers.

....Assistance with registrations and/or electronic payment

Section G6: Travel and Expense Services

Service Name

Description of Service

Term

Fee (USD)

G6.1

Travel and Expense Services

· Concur & Travel Booking

Assistance

Provision of:

....Access to discounted airline, hotel, and rental car rates

....Services relating to travel booking assistance and ticket issuance by World Travel

....Access to the Concur system for travel booking, filing expense reports, processing and payment of expense reports, and reimbursement for cash expenses

12 months from

the

Commencement

Date

Monthly Fee:

\$19,000

Plus pass-through

of actual third-party

costs incurred in

providing the

service

G6.2

Travel and Expense Services

· Corporate Travel Card

Administration of corporate travel credit card program and purchasing ·ProCard· credit card program for cards provided by HSBC and used by RCP employees solely for business travel and business expenses. Services include:

....Procurement of new cards and cancellation of existing cards

....Facilitating changes to credit limits

....Audits of employee expense reports for compliance with RCP-s policies using current audit tools and practices

....Other services consistent with current practices

RCP employees may continue to use their current HSBC credit cards under existing rules and limits. At or before the end of the Term, all cards must either be transferred to accounts established by RCP with HSBC or cancelled.

12 months from

the

Commencement

Date

Monthly Fee:

\$7,000

Section G8: Legal and Other Regulatory Support Services

Service Name

Description of Service

Term

Fee (USD)

G8.1

General Services - Legal

Support

Provision of support and handover services with respect to all legal services provided by RGHI and its Affiliates-, including:

---Information, relevant documents and knowledge transfer related to the legal matters and legal functions, including:

---in-house legal services, including advisory, regulatory, reporting and filing services

---employment and labor relations

---Review of contracts relating to Information

Technology, real estate, general procurement, and advertising and intellectual property matters

---Ongoing information and assistance in connection with all other matters for which employees of RGHI or its Affiliates were providing legal services prior to the Commencement Date

---Access to contract management database (Conga Novatus)

24 months from the Commencement Date

\$190

per person / per hour

for lawyers and \$70

per person / per hour

for paralegals

Plus pass-through of

actual third-party costs

incurred in providing

the service (i.e. external

legal firm fees to

compile data for RCP)

G8.2

General Services -

Intellectual Property

Provision of handover and support services related to RCP-s intellectual property portfolio, including:

---Facilitation of ongoing portfolio maintenance (i.e. renewal decisions and required filings)

---Management and oversight of patent and trademark prosecution activities (i.e. office action responses)

---Filing new registrations and applications consistent with past practices

---Assistance, information and knowledge transfer