ACME STUDIO · INSTRUMENT OF ENGAGEMENT

Master Services Agreement

Brand and digital design services supplied on a continuing monthly retainer to Northwind Coffee Roasters, Inc.

PROVIDER
FIRST PARTY

Acme Studio LLC

a New York limited liability company, registered number NY-LLC-4471182

48 Mercer Street, Fourth Floor · Brooklyn, New York 11201

ATTENTION: DANA WHITFIELD, PRINCIPAL · STUDIO@ACMESTUDIO.COM · (718) 555-0143

CLIENT
SECOND PARTY

Northwind Coffee Roasters, Inc.

an Oregon corporation, registered number OR-C-8813049

2214 North Killingsworth Street · Portland, Oregon 97217

ATTENTION: MAYA CHEN, VICE PRESIDENT, BRAND · BRAND@NORTHWINDROASTERS.COM

EFFECTIVE DATE	INITIAL TERM	MONTHLY RETAINER	GOVERNING LAW	REFERENCE
2 March 2026	24 months	US$18,500	New York	MSA-AS-2026-017

RECITALS
BACKGROUND

(A) The Client roasts and sells coffee under the Northwind brand through eleven owned cafés, a wholesale channel and a direct store-front, and requires continuing design support across packaging, campaign and e-commerce work.

(B) The Provider designed the Northwind packaging system and brand standards under a separate project engagement completed on 19 December 2025, and holds the working files for it.

(C) The parties wish to replace project-by-project commissioning with a retainer under which the Provider reserves a fixed volume of studio capacity each month, and to record the **Service Levels** against which that capacity is measured.

(D) This Agreement supersedes the letter of engagement dated 4 August 2025 in respect of work performed on or after the Effective Date, but not in respect of work already delivered under it.

OPERATIVE
CLAUSE 1 ONWARD

In consideration of the mutual promises below, the receipt and sufficiency of which each party acknowledges, **the parties agree** as set out in clauses 1 to 19 and in Schedules 1 and 2, which form part of this Agreement.

Terms set in **bold** are defined in clause 1.1 and carry that meaning wherever they appear, on first use and on every recurrence. Cross-references are to clauses and Schedules of this Agreement. The execution block is on the last page; this Agreement is signed in two counterparts under the general clause.

1 Definitions and interpretation

1.1 In this Agreement the following terms have the meanings given to them:

(a) **Business Day** means a day other than a Saturday, Sunday or public holiday in the State of New York;

(b) **Deliverable** means any artwork, file, template, document or other material the Provider creates for the Client under this Agreement, in whatever form it is supplied;

(c) **Included Hours** means the 120 studio hours included in the **Monthly Retainer** in each calendar month, as stated in Schedule 2;

(d) **Monthly Retainer** means the monthly fee stated in Schedule 2, as adjusted under the fees clause;

(e) **Services** means the services described in Part A of Schedule 1; and

(f) **Service Levels** means the response and delivery targets in Part B of Schedule 1.

1.2 Clause and Schedule headings do not affect construction. A reference to a clause or a Schedule is to a clause or Schedule of this Agreement. "Including" and "in particular" introduce examples and do not limit what precedes them. The Schedules form part of this Agreement; where a Schedule conflicts with a clause, the clause prevails, except on the description of the **Services**, where Schedule 1 prevails.

2 Appointment, term and renewal

2.1 The Client appoints the Provider to supply the **Services**, and the Provider accepts that appointment, on the terms of this Agreement.

2.2 This Agreement takes effect on 2 March 2026 and continues for an initial term of twenty-four (24) months ending on 1 March 2028 (the **Initial Term**), unless terminated earlier under the termination clause.

2.3 At the end of the **Initial Term**, and at the end of each renewal term, this Agreement renews automatically for a further twelve (12) months unless either party gives the other not less than ninety (90) days' written notice before that date. Notice given under this clause does not affect any Statement of Work already in progress.

2.4 The appointment is not exclusive. The Client may engage another supplier on work of the same kind, but where it does, the Client responsibilities clause applies.

3 The Services and Included Hours

3.1 The Provider shall supply the **Services** with reasonable skill and care and to the standard of a brand and digital design studio of comparable standing, using personnel with the experience the work requires.

3.2 The **Monthly Retainer** reserves 120 **Included Hours** in each calendar month. The Provider shall record time to the nearest quarter hour and supply a utilisation report with each invoice showing hours worked by stream.

3.3 Up to twenty-four (24) unused **Included Hours** carry forward into the following calendar month only, and lapse if not used in that month. No hours carry forward past the last day of the **Initial Term** or of a renewal term.

3.4 Work beyond the **Included Hours** is charged at the additional hourly rate in Schedule 2 and shall not be started without the Client's written approval, except under the urgent-request clause. An approval may be given by electronic mail from the Client's Vice President, Brand.

3.5 Work outside the **Services** — including brand strategy, naming, photography direction and any work for a Northwind entity outside the United States — is performed only under a statement of work signed by both parties, which incorporates this Agreement and prevails over it on scope, fee and timetable alone.

4 Service levels and monthly review

4.1 The Provider shall meet the **Service Levels**. Performance is measured over each calendar quarter and reported at the first review meeting after the quarter ends.

4.2 The parties shall hold a review meeting on the second Tuesday of each month, attended by the Provider's Principal and the Client's Vice President, Brand, at which utilisation of **Included Hours**, **Service Level** performance and the forward queue are reviewed and the following month's priorities are agreed.

4.3 Where the Provider misses the same **Service Level** in two consecutive quarters, the Provider shall produce a written remediation plan at its own cost within five (5) **Business Days** of the second failure and shall implement it. A third consecutive failure of the same **Service Level** is a material breach.

4.4 Where the Client's Vice President, Brand marks a request urgent and it cannot be met within the remaining **Included Hours**, the Provider may work up to eight (8) additional hours in that month without prior approval, and shall report them at the next review meeting.

5 Acceptance of Deliverables

5.1 The Client shall review each **Deliverable** within five (5) **Business Days** of delivery and either accept it or give written notice of the respects in which it does not conform to the brief agreed at the review meeting. A **Deliverable** not rejected within that period is accepted.

5.2 The Provider shall correct a properly rejected **Deliverable** at no charge and resubmit it within five (5) **Business Days**. Two rounds of correction are included; further rounds, and any change to the agreed brief, are charged as additional hours.

5.3 Acceptance of a **Deliverable** does not relieve the Provider of the warranty it gives on conformity, and does not amount to approval of any third-party material embedded in it that the Client supplied.

6 Client responsibilities

6.1 The Client shall supply brand assets, product and ingredient information, legal copy approvals and access to its people promptly, and in any event within the times agreed at the monthly review meeting.

6.2 The Client shall nominate one approver for each stream of work. The Provider may act on instructions from that approver and is not obliged to reconcile conflicting instructions from any other person.

6.3 Where the Client's delay prevents the Provider from using reserved capacity, the affected **Included Hours** are treated as used in that month and do not carry forward.

6.4 Where the Client engages another supplier on work of the kind described in Schedule 1, the Client shall not require the Provider to warrant, correct or accept responsibility for that supplier's output, and time spent reviewing it is charged as additional hours.

7 Fees, invoicing and interest

7.1 The Provider shall invoice the **Monthly Retainer** on the first **Business Day** of each month in advance, and additional hours and approved expenses in arrears on the same invoice for the preceding month.

7.2 Invoices are payable within twenty-one (21) days of the invoice date, in United States dollars, by transfer to the account stated on the invoice. Fees are exclusive of sales and use taxes, which the Client shall pay where they apply.

7.3 The Client may dispute an invoice in good faith by written notice given within ten (10) days of receipt, stating the amount disputed and the reason. The Client shall pay the undisputed balance by the due date, and the parties shall resolve the dispute under the escalation procedure.

7.4 Interest accrues on any overdue sum, other than one disputed in good faith, at one and one quarter per cent (1.25%) per month or the maximum rate permitted by law if lower, from the due date until payment.

7.5 On each anniversary of the Effective Date the **Monthly Retainer** and the hourly rates in Schedule 2 increase by the change in the Consumer Price Index for All Urban Consumers, West Region, over the preceding twelve months, capped at four per cent (4%). The Provider shall give thirty (30) days' written notice of the adjusted figures.

8 Expenses and third-party costs

8.1 Print production, paper stock, photography licensing, font licensing and courier costs are recharged at cost without mark-up, and require the Client's written approval where any single item exceeds US$500.

8.2 Travel outside the five boroughs of New York City requires prior approval and is recharged at cost. Time spent travelling is not charged against **Included Hours**.

9 Intellectual property

9.1 On payment in full of the invoice covering the month in which a **Deliverable** was created, the Provider assigns to the Client all right, title and interest in that **Deliverable**, including all copyright, and shall execute any further document the Client reasonably requires to give effect to that assignment.

9.2 The Provider keeps ownership of its studio tools — templates, scripts, grids, prepress automations and internal libraries created before or outside this Agreement — and grants the Client a perpetual, worldwide, royalty-free licence to use them as embodied in a **Deliverable**.

9.3 Fonts, stock imagery and other third-party material are licensed to the Client directly on the terms of the relevant licence. The Provider shall identify each such item and its licence terms on delivery.

9.4 The Provider may show accepted and publicly released work in its portfolio and in awards submissions, but shall not disclose sales figures, margins, unreleased packaging or campaign plans without the Client's written consent.

10 Confidentiality

10.1 Each party shall keep confidential all non-public information of the other that it receives in connection with this Agreement, use it only to perform this Agreement, and disclose it only to those of its personnel and professional advisers who need it and who are bound by equivalent obligations.

10.2 The obligation does not apply to information that is public other than through a breach of this Agreement, that the receiving party held free of any duty of confidence before receipt, or that it developed independently. A party required by law or a regulator to disclose shall, so far as lawful, give prior written notice and disclose only what is legally required.

10.3 This clause survives for three (3) years after this Agreement ends, and indefinitely in respect of any information that is a trade secret.

11 Personal data

11.1 Where the Provider processes personal data on the Client's behalf — principally café loyalty records used for campaign artwork and the Client's wholesale contact list — it does so only on the Client's documented instructions, and shall not transfer that data outside the United States without prior written consent.

11.2 The Provider shall apply the safeguards required by the New York SHIELD Act and the Oregon Consumer Privacy Act, keep personal data on encrypted devices and systems under its control, and impose equivalent terms on any approved subcontractor.

11.3 The Provider shall notify the Client of any personal data breach within twenty-four (24) hours of becoming aware of it, with enough detail for the Client to meet its own notification duties, and shall delete or return the data on request and on termination.

12 Warranties

12.1 The Provider warrants that each **Deliverable** will conform to the agreed brief for ninety (90) days after acceptance, that it is the Provider's original work or properly licensed, and that it does not to the Provider's knowledge infringe any third-party right.

12.2 The Client warrants that it owns or is licensed to use all material it supplies to the Provider, and that the product claims and legal copy it approves are accurate and compliant with applicable labelling law.

12.3 Except as stated in this clause, and to the extent permitted by law, all warranties, conditions and terms implied by statute or common law are excluded. The Provider does not warrant that any **Deliverable** will achieve a particular commercial result.

13 Limitation of liability

13.1 Nothing in this Agreement limits either party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited.

13.2 Neither party is liable to the other for loss of profit, loss of revenue, loss of anticipated saving, loss of goodwill, or any indirect or consequential loss, whether or not that loss was foreseeable and whether the claim arises in contract, tort or otherwise.

13.3 Subject to the exclusions above and below, each party's total aggregate liability arising out of or in connection with this Agreement is limited to the lesser of (a) the total fees paid and payable under this Agreement in the twelve (12) months immediately before the first event giving rise to the claim, and (b) US$222,000. All connected claims count as one claim for this purpose.

13.4 That limit does not apply to the Client's obligation to pay fees properly invoiced, to a breach of the confidentiality clause, or to the Provider's indemnity, for which the limit is twice the amount calculated under limb (a).

14 Indemnities

14.1 The Provider shall indemnify the Client against damages awarded and reasonable legal costs incurred in a third-party claim that a **Deliverable** infringes that party's copyright, trade mark or trade secret, other than to the extent the claim arises from material the Client supplied or from the Client's use of a **Deliverable** outside its agreed purpose.

14.2 The Client shall indemnify the Provider against a third-party claim arising from material the Client supplied, or from product claims or legal copy the Client approved.

14.3 An indemnified party shall notify the other promptly, allow it to conduct the defence and any settlement that imposes no admission or payment on the indemnified party, and give reasonable assistance at the indemnifying party's cost.

15 Insurance and subcontractors

15.1 The Provider shall maintain, throughout this Agreement and for two (2) years after it ends, commercial general liability cover of not less than US$2,000,000 in the aggregate and professional liability cover of not less than US$1,000,000 for each claim, and shall supply a certificate within ten (10) **Business Days** of a written request.

15.2 The Provider may subcontract retouching, illustration, prepress and production artwork with the Client's prior written approval, not to be unreasonably withheld. It remains liable for a subcontractor's acts as for its own and shall impose the confidentiality and personal data clauses on it.

15.3 Neither party shall, during this Agreement and for six (6) months after it ends, solicit for employment any individual of the other who has worked on the **Services**; a general advertisement not directed at that individual is not a breach.

16 Force majeure

16.1 Neither party is in breach because of an event beyond its reasonable control, including fire, flood, epidemic, industrial action, failure of a public telecommunications network or an act of a public authority. The affected party shall notify the other promptly and use reasonable efforts to resume performance.

16.2 Where such an event continues for more than thirty (30) consecutive days, either party may terminate on fifteen (15) days' written notice. The **Monthly Retainer** is not payable for any month in which the Provider cannot supply the **Services** for more than ten (10) **Business Days**.

17 Suspension and termination

17.1 The Provider may suspend the **Services** on ten (10) **Business Days**' written notice where an undisputed invoice is unpaid more than thirty (30) days after its due date, and shall resume within two (2) **Business Days** of payment.

17.2 Either party may terminate immediately by written notice where the other commits a material breach not remedied within twenty (20) days of notice requiring its remedy, or becomes insolvent, has a receiver appointed over its assets or ceases to carry on business.

17.3 The Client may terminate for convenience on ninety (90) days' notice given after the first twelve (12) months of the **Initial Term**, paying the **Monthly Retainer** for the notice period.

18 Consequences of termination

18.1 On termination the Provider shall invoice for all **Services** performed and expenses committed to that date, and the Client shall pay within twenty-one (21) days.

18.2 Within fifteen (15) **Business Days** of termination the Provider shall deliver, in editable form, the working files for every **Deliverable** paid for and an index of third-party licences. Twelve (12) hours of handover support is included; further support is charged as additional hours.

18.3 The intellectual property, confidentiality, personal data, liability, indemnity and general clauses survive termination, as does any other clause that by its nature is intended to.

19 Notices, governing law and general

19.1 A notice must be in writing and sent to each party at the address recorded on the first page of this Agreement, for the attention of the individual named there, copied by electronic mail to the address given with it.

19.2 A notice takes effect on delivery by hand or courier, or at 9.00 a.m. on the next **Business Day** by electronic mail. A notice of termination or of a dispute must also be couriered.

19.3 This Agreement is governed by the laws of the State of New York, without regard to its conflict-of-laws rules.

19.4 Any dispute is first referred to the Provider's Principal and the Client's Vice President, Brand, who shall meet within ten (10) **Business Days** of a written referral. If they do not resolve it within a further ten (10) days it goes to mediation in New York City.

19.5 If mediation under the CPR Mediation Procedure does not resolve the dispute within thirty (30) days of the mediator's appointment, either party may bring proceedings in the state or federal courts sitting in New York County, to whose exclusive jurisdiction the parties submit and in which each waives trial by jury.

19.6 This Agreement, its Schedules and any statement of work under it are the entire agreement on their subject matter and replace all prior proposals, including the letter of engagement dated 4 August 2025. No variation binds either party unless in writing and signed by an authorised representative of each.

19.7 Neither party may assign without the other's written consent, except to a successor to substantially all of its business. An unenforceable provision is narrowed to the least extent necessary and the rest stands. Nothing here creates a partnership or employment relationship, and no third party may enforce any term.

Schedule 1 — The Services

Part A describes the **Services** reserved by the **Monthly Retainer**; Part B states the **Service Levels** measured each quarter. Planning volumes are a capacity basis, not a guaranteed minimum.

PART A — SERVICE STREAMS

STREAM	WHAT IT COVERS	PLANNING VOLUME
Packaging stewardship	Artwork for new and revised retail SKUs on the Northwind packaging system; die-line adaptation; press-ready supply to Container Co. and proof sign-off	6–10 SKUs / month
Seasonal campaign	Adaptation of the agreed key visual across print, out-of-home, paid social, café menu boards and in-store point of sale	1 campaign / quarter
E-commerce	Product page templates, banner sets and subscription lifecycle emails for the direct channel	12 assets / month
Brand standards	Amendments to the Northwind brand standards, version control, and artwork queries from wholesale partners	As arising
Review and reporting	The monthly review meeting and the utilisation report supplied with each invoice	1 meeting / month

PART B — SERVICE LEVELS

REQUEST TYPE	ACKNOWLEDGE	FIRST DELIVERY	QUARTERLY TARGET
Standard artwork request	1 Business Day	5 Business Days	95% of requests
Amend to accepted artwork	1 Business Day	2 Business Days	95% of requests
Urgent request	4 working hours	1 Business Day	90% of requests
Press-ready supply to printer	—	17:00 on agreed date	100% of releases
Escalation to the Principal	4 working hours	1 Business Day	100% of escalations

Schedule 2 — Fees and charges

ITEM	BASIS	AMOUNT
Monthly Retainer	120 Included Hours per calendar month, invoiced in advance	US$18,500
Additional studio hour	Per hour, approved in advance or worked on an urgent request	US$185
Principal hour	Per hour, where the Client requests the Principal specifically	US$260
Rollover allowance	Maximum unused Included Hours carried into the next month	24 hours
Annual uplift	CPI-U, West Region, applied on each anniversary	Capped at 4%
Payment terms	From the date of invoice	21 days
Late payment interest	Per month on overdue sums, or the maximum permitted by law	1.25%
Aggregate liability ceiling	Absolute cap, all claims taken together	US$222,000

Execution

Each party has read this Agreement, has had the opportunity to take independent legal advice on it, and signs it intending to be legally bound as of the Effective Date. It may be signed in any number of counterparts, each an original and all together one instrument; an electronic signature binds the signing party as an original.

Acme Studio LLC

PROVIDER · BY ITS AUTHORISED SIGNATORY

BY

NAME Dana Whitfield

TITLE Principal

DATE

Northwind Coffee Roasters, Inc.

CLIENT · BY ITS AUTHORISED SIGNATORY

BY

NAME Maya Chen

TITLE Vice President, Brand

DATE

Executed in two counterparts, one held by each party at its notice address. Any variation must be endorsed on a copy of this page and signed by both signatories above or their successors in office.