

## PRODUCTION AGREEMENT

This Production Agreement (this "Agreement"), dated June 16, 2017, is by and between **The Specialist Works EM, llc, a Delaware limited liability Company** with an office at **6100 Lake Forrest Drive, Suite 400, Atlanta, GA 30328** ("Go Mail Values" or "GMV"), and MailSouth, Inc. d/b/a Mspark, an Alabama corporation with an office at 5901 Highway 52 East, Helena, AL 35080 ("Mspark" and, together with GMV, the "Parties").

### STATEMENT OF PURPOSE

- A. Each of the Parties is engaged in the business of direct shared mail distribution.
- B. The Parties desire to enter into an arrangement pursuant to which (i) Mspark will produce shared mail packages ("Shared Mail Packages") that will contain GMV's shared mail products for mailing distribution on the terms and conditions set forth in this Agreement.

### AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

#### 1. Term; Termination; Survival.

(a) This Agreement shall commence on July 1, 2017 and shall continue thereafter until December 31, 2019 (the "Initial Term"), unless sooner terminated pursuant to Section 1(b) below. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive periods of twelve (12) months (each a "Renewal Term" and, together with the Initial Term, the "Term") unless sooner terminated by a Party pursuant to Section 1(b) below.

(b) This Agreement may be terminated by either Party before the expiration date of the Term without cause by giving at least one hundred twenty (120) days prior written notice to the other Party. This Agreement may be terminated before the expiration date of the Term on written notice by either Party if the other Party breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within ten (10) days after the breaching Party's receipt of written notice of such breach.

(c) The rights and obligations of the Parties set forth in this Section 1(c), and any right or obligation of the Parties in this Agreement that, by its nature, should survive termination of this Agreement, will survive any such termination of this Agreement.

#### 2. Production Terms. The following terms and conditions shall apply to Mspark's production of Shared Mail Packages that include materials provided by GMV:

(a) Production. Mspark will insert printed materials provided to Mspark by GMV ("Inserts") into wrap pages provided to Mspark by GMV ("Wraps") that will be included in the Shared Mail Packages produced and distributed by Mspark. If not printed by Mspark, the specifications for the Wraps are to follow those outlined in Section 2(c)(2). GMV will be invoiced by Mspark for all Inserts and Wraps included in the Shared Mail Packages. For production and pricing count purposes under this Agreement, each Wrap shall be deemed to be an Insert.

(b) Pricing. GMV agrees to pay MSpark the following fees for Shared Mail Packages that include one or more Inserts:

- (i) \$17.00 per 1,000 Shared Mail Packages for mail preparation and processing services;
- (ii) \$10.00 per 1,000 Shared Mail Packages for inkjet addressing services;
- (iii) \$16.00 per 1,000 Shared Mail Packages for shipping/freight to postal delivery locations;
- (iv) \$10.00 per 1,000 Shared Mail Packages containing 1-3 Inserts for insertion services;
- (v) \$12.00 per 1,000 Shared Mail Packages containing 4-7 Inserts for insertion services; and
- (vi) \$13.00 per 1,000 Shared Mail Packages containing 8 or more Inserts for insertion services.

(c) Wrap Printing Pricing.

(i) GMV agrees to pay \$23.85 per 1,000 Wraps for printing and delivery to the designated production facilities for a quantity of no less than 1 million pieces. Pricing is based on:

- (1) One print version.
- (2) Wrap size specifications defined as flat size of 17.0" (W) x 10.5" (H), folded to a finished size of 9.0"(W) x 10.5"(H) whereby pages one and two are a finished size of 8.0"(W) x 10.5"(H) and pages three and four are a finished size of 9.0"(W) x 10.5"(H).
- (3) Wrap product to be printed using the heatset web offset process on 70# Gloss Text, Grade 3 paper with four color process inks and full bleed.
- (4) Artwork to be provided by GMV to Mspark in accordance with provided template specifications in the form of a high resolution, press quality pdf file.
- (5) Any additional wrap artwork versions result in a print plating charge of \$600.00 per version.
- (6) If any of the cost components or quantities change during the term of this agreement, Mspark reserves the right to change the price accordingly

(ii) GMV agrees to pay \$11.40 per 1,000 Wrap pages five and six for printing and delivery to the designated production facilities for a quantity of no less than 1 million pieces. Pricing is based on:

- (1) One print version.
- (2) Wrap pages five and six size specifications defined as flat size of 8.0"(W) x 10.5"(H)
- (3) Wrap product to be printed using the heatset web offset process on 70# Gloss Text, Grade 3 paper with four color process inks and full bleed.

(4) Artwork to be provided by GMV to Mspark in accordance with provided template specifications in the form of a high resolution, press quality pdf file.

(5) Any additional wrap artwork versions result in a print plating charge of \$600.00 per version.

(6) If any of the cost components change during the term of this agreement, Mspark reserves the right to change the price accordingly

(iii) GMV agrees to pay \$9.60 per 1,000 Wrap pages five and six for printing and delivery to the designated production facilities for a quantity of no less than 1 million pieces. Pricing is based on:

(1) One print version.

(2) Wrap pages five and six size specifications defined as flat size of 8.0"(W) x 10.5"(H)

(3) Wrap product to be printed using the heatset web offset process on 50# Gloss Text, Grade 3 paper with four color process inks and full bleed.

(4) Artwork to be provided by GMV to Mspark in accordance with provided template specifications in the form of a high resolution, press quality pdf file.

(5) Any additional wrap artwork versions result in a print plating charge of \$600.00 per version.

(6) If any of the cost components change during the term of this agreement, Mspark reserves the right to change the price accordingly

3. **Postage.** Payment of postage shall be the exclusive responsibility of GMV. Mspark will utilize its own United States Postal Service ("USPS") indicia for production of the Shared Mail Packages. GMV shall pay to Mspark the actual postage incurred for delivery of the Shared Mail Packages. Mspark estimates that the Shared Mail Packages will be delivered to the Sectional Center Facilities of the USPS, but Mspark will bill the actual postage incurred regardless of the actual mail delivery entry point. Mspark cannot guarantee USPS delivery by the applicable date on which a Shared Mail Package is scheduled to be delivered (the "In-Home Date") and GMV acknowledges and agrees that Mspark has no responsibility for Shared Mail Packages following confirmed delivery to the USPS, including if the Shared Mail Packages do not reach their addressed destinations by the applicable In-Home Date.

4. **Payment Terms.** All amounts due to Mspark pursuant to Sections 2 and 3 shall be made by wire transfer prior to Mspark's shipment of corresponding Shared Mail Packages to the applicable USPS facilities for delivery. The Shared Mail Packages will not be shipped to the applicable USPS facilities until payment is received.

5. **In-Home Date Schedule.** Within sixty (60) days following the date of this Agreement and no later than ninety (90) days prior to the end of each calendar year during the Term, GMV shall provide Mspark with a proposed Shared Mail Package In-Home Date delivery schedule, which shall be subject to Mspark's review and approval.

6. **Deadlines.** (a) GMV shall deliver preprinted materials to Mspark's designated production facilities no later than fourteen (14) days prior to the applicable In-Home Date. (b) In the case of Shared Mail Wraps, GMV shall provide artwork and order detail to Mspark's designated Account Services representative no later than twenty-eight (28) days prior to the applicable In-Home Date.

7. **Designated Production Facilities.** Promptly following GMV's submission of an order for production of Shared Mail Packages that are to include GMV's materials, Mspark will notify GMV of the



designated production facility where the Shared Mail Packages that include GMV's materials are to be produced. In the event that Mspark changes the designated production facility where any Shared Mail Packages are to be produced, Mspark will provide GMV with at least sixty (60) days' prior written notice of such change.

8. **Printing and Stock Usage.** Unless Mspark provides printing services, GMV shall deliver to Mspark's designated production facility sufficient preprinted materials by the applicable deadline specified in Section 6 of this Agreement to enable Mspark to complete the Shared Mail Packages. All materials provided by GMV must meet Mspark's processing and mailing standards. Following completion of the preparation and distribution of the Shared Mail Packages covered by this Agreement, and unless otherwise requested by GMV at the time GMV places its order, any stock overage will be destroyed by Mspark.

9. **Non-Solicitation.** During the Term and for a period of two (2) years after the termination or expiration of this Agreement, each Party shall not, without the prior written consent of the other Party:

(a) either directly for its own account, or indirectly through its employees or agents, interfere with any business relationship that the other Party has with any customer or client of the other Party that such Party becomes aware of by virtue of its business relationship with the other Party or otherwise solicit such business for purposes of diverting the business away from the other Party to itself or a third party; or

(b) directly or indirectly, either as principal, agent, independent contractor, consultant, director, officer, employee, employer, advisor (whether paid or unpaid), stockholder, partner or in any other individual or representative capacity whatsoever, either for its own benefit or for the benefit of any other person or entity, either (i) hire, attempt to hire, contact or solicit with respect to hiring, any other employee of the other Party or any affiliate thereof; provided that such Party shall not be restricted from placing a bona fide public advertisement for employment that is not specifically targeted at such employees, and provided further that such Party shall not be restricted in hiring such person who responds to any such bona fide public advertisement, (ii) induce or otherwise counsel, advise or encourage any other employee of the other Party or any affiliate thereof to leave the employment of the other Party or any affiliate thereof, or (iii) induce any representative or agent of the other Party or any affiliate thereof to terminate or modify its relationship with the other Party or such affiliate.

10. **Confidentiality.**

(a) **Confidential Information.** From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, goods and services, forecasts, confidential information and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information and other sensitive or proprietary information, as well as the terms of this Agreement, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of Section 10(b) by the Receiving Party or any of its affiliates, employees, officers, directors, agents, attorneys, third party advisors or other representatives (collectively, "Representatives"); (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable law.

(b) **Protection of Confidential Information.** The Receiving Party shall, during the Term and thereafter: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any other person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 10(b) caused by any of its Representatives.

**11. Indemnification.** GMV hereby agrees to indemnify, defend and hold Mspark and its affiliates and their respective officers, directors, employees, agents, successors and assigns harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) that are incurred by Mspark arising out of: (a) the negligence or more culpable act or omission of GMV or its employees or agents, (b) GMV's misrepresentation of any fact to Mspark, (c) GMV's breach or non-fulfillment of any provision of this Agreement, (d) any bodily injury, death of any person, or damage to real or tangible personal property caused by GMV or its employees or agents or (e) the alleged violation, infringement or misappropriation of any intellectual property that arises out of, is based on, or results from, in whole or in part, any actual or alleged use, sale, offer to sell, or distribution of any material provided by GMV to Mspark.

**12. Limitation of Liability.** IN NO EVENT SHALL MSPARK BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MSPARK'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO MSPARK PURSUANT TO THIS AGREEMENT.

**13. Miscellaneous.**

(a) **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third (3<sup>rd</sup>) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section 13(a)). Notices should be sent to the attention of the respective General Counsel of each Party.

(b) **Relationship of the Parties.** The Parties intend that the relationship between the Parties created under this Agreement is that of independent contractors only. Nothing contained in this Agreement



shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. GMV may not delegate its obligations under this Agreement or use third-party contractors to perform its duties without the prior written approval of Mspark.

(c) Governing Law; Submission to Jurisdiction. This Agreement, as well as all matters in dispute between the Parties, whether arising from or relating to this Agreement or arising from or relating to alleged extra-contractual facts prior to, during or subsequent to this Agreement, including fraud, misrepresentation, negligence or any other alleged tort or violation of this Agreement, regardless of the legal theory upon which such matter is asserted, are to be governed by, construed under and enforced in accordance with the laws of the State of Delaware without regard to any conflicts of laws principles that would require the application of any other laws. Any legal proceeding arising out of or based upon this Agreement may be instituted in the Federal or state courts of Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such legal proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any legal proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such legal proceeding brought in any such court has been brought in an inconvenient forum.

(d) Assignment; No Third Party Beneficiaries. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 13(d) shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(e) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof. The Parties are not permitted to amend this Agreement, except by a written agreement signed by the Parties. No course of dealing between or among any person or entity having any interest in this Agreement is to be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person or entity under or by reason of this Agreement.

(f) Waivers; Remedies. Neither the failure nor any delay by either Party in exercising any right under this Agreement is to operate as a waiver of such right, and no single or partial exercise of any such right is to preclude any other or further exercise of such right or the exercise of any other right. No waiver of any of the provisions of this Agreement is to be deemed or is to constitute a waiver of any other provisions of this Agreement, whether or not similar, nor is any waiver to constitute a continuing waiver. The rights and remedies of the Parties are cumulative and not alternative, but are subject to the limitations contained herein.

(g) Counterparts; Execution of Agreement. The Parties are permitted to execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken together, are to be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission is to constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by electronic transmission are to be deemed to be the Parties' original signatures for all purposes.


(h) Force Majeure. No Party shall be liable for any default or delay in the performance of its obligations under this Agreement due to causes outside the reasonable control of such Party including, but not limited to, fire, flood, earthquake, natural disasters or acts of God, terrorist acts, riots, civil disorders, freight embargoes, government action, or the like, provided the non-performing Party is without fault in causing such default or delay (each, a "Force Majeure Event"). During a Force Majeure Event, the non-performing Party shall be excused from further performance or observance of its affected obligations for as long as the Force Majeure Event continues so long as such Party continues to use commercially reasonable efforts to recommence performance or observance without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due and describe at a reasonable level of detail the circumstances causing such delay. Should any force majeure event delay the performance by a Party for more than thirty (30) days, the other Party may terminate this Agreement upon written notice to the delayed Party.

*[Signature Page Follows]*

Each of the undersigned has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

**GMV:**

**The Specialist Works EM, LLC**

By:  \_\_\_\_\_  
Name: Robert Calbert  
Title: President

**MSPARK:**

MailSouth, Inc. d/b/a Mspark

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_