

TERMS OF SALE

THESE TERMS AND CONDITIONS APPLY IN RESPECT OF ALL TRANSACTIONS BETWEEN CUSTOMER AND WK KELLOGG CANADA CORP. (“WK KELLOGG”). UNLESS OTHERWISE EXPRESSLY STATED IN A SEPARATE AGREEMENT WITH WK KELLOGG: (i) THIS AGREEMENT SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THE PURCHASE AND SALE OF WK KELLOGG PRODUCTS; AND (ii) IN THE EVENT OF ANY CONFLICT WITH ANY AGREEMENT WITH CUSTOMER AND WK KELLOGG THIS AGREEMENT SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES.

GENERAL

(1) General: WK Kellogg is committed to serving all its customers fairly and equitably. WK Kellogg’s price list (“**Price List**”) or any specific negotiated price, and these Terms of Sale constitute the terms and conditions pursuant to which WK Kellogg sells WK Kellogg products (“**Products**”) to WK Kellogg-approved customers (“**Customer**”). WK Kellogg may change these Terms of Sale at any time without prior notice. The Price List or any specific price negotiated between WK Kellogg and Customer together with these Terms of Sale, are collectively referred to as the “**Terms**”. The applicable Terms are those in effect at the time an order placed by a Customer is received by WK Kellogg. The applicable Price List shall be the WK Kellogg price list in effect at the time that an order is delivered based upon the customer’s required delivery date.

(2) Governing Terms: By placing an order with WK Kellogg, and/or by accepting delivery of products from WK Kellogg, a Customer will be deemed to have accepted and agreed to be bound by the Terms. The Terms will govern the purchase and sale of all Products by WK Kellogg; no additional, amended or different terms appearing on Customer’s order forms or otherwise (unless issued by WK Kellogg in writing or agreed to in writing by WK Kellogg in advance) shall be incorporated into, limit, extend, supersede or otherwise modify, supplement or replace these Terms. Any attempt by Customer to supersede, alter, supplement, amend or modify these Terms by issuing Customer’s order form or otherwise will be null and void (and neither WK Kellogg’s lack of objection thereto nor shipment of Products shall constitute WK Kellogg’s agreement to any additional or modified terms and conditions), unless agreed to in writing by WK Kellogg in advance. If both WK Kellogg and Customer have committed to follow specific industry guidelines for any matters, such as the ECR Unsaleables Program, these Terms are deemed modified only if and to the extent necessary for WK Kellogg and the Customer to comply with such guidelines.

(3) No Export: Products Purchased by Customers are for consumption and resale in Canada only. Customer shall not, directly or indirectly, sell into, export to, transfer to, or make available for delivery to, any jurisdiction outside Canada the Products purchased pursuant to the Terms. For greater certainty, indirectly includes to sell or otherwise distribute Products to any person or entity it knows or, acting reasonably, ought to know will contravene this section. In addition to any other rights WK Kellogg may have, breach of this section shall be grounds for WK Kellogg to terminate its agreements with Customer and/or to refuse acceptance of orders, in whole or in part, and/or to stop shipment (with no liability on the part of WK Kellogg).

ORDERS PLACED WITH WK KELLOGG

- (4) Order Acceptance: WK Kellogg must accept the Order. WK Kellogg, at its sole discretion, reserves the right to refuse acceptance of orders, in whole or in part, and/or to stop shipment, for any reason, including, but not limited to, Customer's failure to adhere to these Terms, credit reasons, shortage of supply, disputes respecting unpaid invoices, unearned discounts, or invalid deductions or diverting.
- (5) Shipping Lead Time: At least 3 Business Days (Display ready Packaging will require at least 14 Business Days) order processing lead time is required from the date following receipt by WK Kellogg of Customer's order to the required shipping date. Transit days (the typical number of days WK Kellogg's requires to move the Customer's order from WK Kellogg's warehouse to the destination location designated by the Customer (the "Deliver Location")) will vary by shipping mode, by Customer, and by Delivery Location. Order processing lead time plus transit days determine the total number of lead time days required to process and deliver a Customer order. WK Kellogg is not liable for delays in delivery or failure to deliver by required delivery date, regardless of the cause of such delay or failure. The same lead times shall apply with respect to any re-submission of a Customer purchase order.
- (6) Volume Requirements: All orders must (i) meet required minimum volumes, (ii) must be ordered in WK Kellogg's unit loads or full layer increments, (iii) include a requested delivery date and (iv) only include active WK Kellogg's product SKU's as deemed by WK Kellogg in its sole and absolute discretion. Quantities to establish unit loads, full layer increments and full truck load are available on the Price List.
- (7) Taxes: Customer is responsible for goods and services tax, sales tax and all other taxes associated with an order, except taxes on WK Kellogg's net income.
- (8) Shipping: WK Kellogg shall determine carriers and routing for all orders. Truckload and less than truckload shipments will be made prepaid (at WK Kellogg's cost) to the Delivery Location, provided minimum shipping quantities are met and WK Kellogg ships to such Delivery Location. Charges for shipping to another location, resulting from refusal or unloading of the shipment, or relating to transport of WK Kellogg Products from Delivery Location to Customer's premises, and charges for demurrage, detention, redelivery, sorting, stop-off, excess freight, switching, or other accessorial charges are Customer's sole responsibility. Customer shall, on demand, immediately fully reimburse WK Kellogg for any and all such amounts, and shall pay interest on all such amounts past due as set out in section 16 below. WK Kellogg may make partial shipments without any penalty or fine.
- (9) Risk of Loss: Risk of Loss of or damage to, and responsibility for, Products shall pass to Customer upon delivery of WK Kellogg Products to Delivery Location or upon Customer pick-up (if permitted by WK Kellogg).
- (10) Return of Product: WK Kellogg Products may not be returned to WK Kellogg by Customer except as provided in or except in accordance with the terms of an arrangement made in writing with WK Kellogg in advance and, in any event, Products will not be accepted with less than a 60 day shelf life.
- (11) Shortage and Damage: Any alleged Product shortage or damage must be communicated to WK Kellogg's OS&D department via OSDKCI@WKKELLOGG.COM in writing immediately after completion of receiving of the Product on the agreed upon date and time, all supporting documentation (i.e. Customer's enterprise system report or signed pro-bill or intermodal inspection report or digital images) clearly indicating shortage or

damage and the number of cases/display ready pallets affected. WK Kellogg in its sole discretion shall determine the acceptability of documentation as proof of shortage or damage/refusal. WK Kellogg shall not allow deductions from invoices, where the customer has not provided acceptable documentation of any shortage or damage. If WK Kellogg does not receive written notification of such shortage or damage within such period, it shall be conclusively presumed that the WK Kellogg Products were delivered in their entirety and without damage and that any damage occurred after delivery on the Customer's premises or its designated place of delivery. The customer shall not provide disposition of any refused products, all refused products must be returned immediately using the same agent who made the initial delivery. The receiver is not authorized to mark or label or deface in any way products that are refused. No product from any other previous delivery may be returned unless pre-authorized and coordinated by WK Kellogg (Issues a WK Kellogg Return Authorization Number).

(12) Credit: WK Kellogg has the sole discretion, to determine whether, and on what terms, to grant credit to Customer.

(13) Title/Security: WK Kellogg retains title to and ownership of all Products until paid for in full (including payment of the purchase price together with any applicable taxes, interest and any other applicable costs and charges) by Customer. Notwithstanding the foregoing, all responsibility for and risk relating to the WK Kellogg Products passes to the Customer on delivery to the Delivery Location or upon Customer pick-up. Customer grants WK Kellogg a security interest (which shall include a purchase money security interest where it satisfies the criteria therefor) in all WK Kellogg brand products in which the Customer now or hereafter has rights or an interest (including the WK Kellogg Products) and all proceeds thereof (including insurance proceeds and including proceeds of proceeds, collectively the "**Collateral**"), until the WK Kellogg Products are paid for in full (including payment of the purchase price together with any applicable taxes, interest and other costs and charges) and as security for such payment. Customer shall, at its own expense, execute any documents and do such other things as WK Kellogg deems appropriate to establish, complete and perfect such title retention and security interest.

(14) Limited Warranty: WK Kellogg warrants that all Products supplied to Customer will comply with applicable laws, and will be of merchantable quality and fit for human consumption at the time received at Delivery Location. Except as provided in the previous sentence, WK Kellogg shall not be liable for WK Kellogg Product claims of any kind. WK Kellogg shall not be liable for unsold Product remaining on Customer's shelves, nor for Products with less than a 30 day shelf life. WK Kellogg's responsibility for breach of the warranty provided above shall be to, at its option, replace the defective Product or reimburse the cost of such Product to Customer or, if agreed by Customer, to give a credit to the Customer for the cost of such Product. Such replacement, reimbursement or credit shall be the sole and exclusive remedy available to Customer for a breach of warranty provided above. WK KELLOGG MAKES NO OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS RESPECTING THE WK KELLOGG PRODUCTS. ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS (EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING) ARE HEREBY EXCLUDED.

PRICE

(15) Price: WK Kellogg shall provide all existing customers with notice of list price increases or any WK Kellogg declines in accordance with FHCP (or any successor thereof) guidelines. WK Kellogg will not warrant price against decline for WK Kellogg Products that Customer has agreed to sell or distribute (or has sold or distributed) to a third party in breach of these Terms. If Customer's purchase orders do not match WK Kellogg's agreed to pricing

and it is deemed by WK Kellogg, in its sole discretion, that it is Customer error, Customer must revise and re-submit their order form. The Customer confirms that any and all advertising related to the resale price of WK Kellogg Products will be compliant with WK Kellogg's Minimum Advertised Pricing Policy.

(16) Invoices/Discounts: Payment of invoice (including applicable taxes and any other applicable costs and charges) is due and payable within 30 days of invoice date. Customer shall pay interest on all amounts past due, calculated and payable monthly from the date payment is due until it is received, at a rate of 1.5% per month (18% per year). WK Kellogg shall apply payments received from Customer in such order as WK Kellogg shall determine in its sole discretion. Except with WK Kellogg's prior written consent, and except as permitted below, Customer is not entitled to deduct from invoice amount any amount including without limitation any penalty or fee which a Customer may attempt to impose on WK Kellogg (whether for delay or shortage in shipment, missed appointments, wrong products shipped, warranty claims, incorrect invoicing, overage of products, or otherwise), any costs, expenses or other amounts relating to promotions, or any amount representing alleged errors or alleged amounts owing to Customer discovered in audits, nor will WK Kellogg be required to pay Customer any such amounts (unless otherwise provided for in these Terms or unless agreed to in writing in advance by WK Kellogg). If Customer deducts any amount from invoice amount, the amount deducted is an unpaid amount that shall bear interest in accordance with these Terms. WK Kellogg offers a discount incentive for early payment of invoices by Customer. In such cases, if full payment of the invoice amount is received by WK Kellogg within 10 days of the invoice date, Customer is eligible to deduct 1% of the total amount as indicated at the bottom of such invoice. Cash discounts are not negotiable. Customer must reimburse WK Kellogg for any discounts taken in error and/or any invoice corrections, on demand. Except as permitted above, if a Customer itself calculates and deducts any discount from an invoice amount and does not pay the full invoice amount when due, the amount not paid will bear interest as an unpaid amount in accordance with these Terms (even if such Customer would be entitled to a discount for early payment).

(17) Audit: Requests for correcting alleged errors, if any, discovered by a party in an audit of its books (including audits of prior billings and shipments) may be submitted to the other party within the time period(s) set out in the then current FHCP Guidelines from time to time (if such guidelines are then in effect). In accordance with the FHCP Guidelines on today's date, any claim shall be calculated from the month of any such invoice and supported by sufficient documentation for verification. Claims shall have a 90 day waiting period prior to the actual deduction. If the party accepts the claim in whole or part, payment by that party to the other party of the accepted amount shall be made within 30 days of such acceptance. In no event will either party be responsible for the costs, expenses or any penalty or fee of the other for audits, research, bookkeeping, reconciliation, or other administration related thereto.

LIMITED LIABILITY

(18) LIMITED LIABILITY: WK KELLOGG SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY IN CONTRACT, TORT, OR OTHERWISE FOR ANY LIABILITY, LOSS, DAMAGE, INJURY, COST, CLAIM OR EXPENSE OF ANY KIND (TOGETHER, "LIABILITIES, AND EACH A "LIABILITY") RELATING IN ANY WAY TO THE PRODUCTS, CUSTOMER'S ORDER OF SAME, AND/OR FAILURE, NEGLIGENCE OR DELAY IN PERFORMANCE BY WK KELLOGG (INCLUDING ITS EMPLOYEES, AGENTS AND REPRESENTATIVES), EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND NOTWITHSTANDING ACCEPTANCE OF ORDERS, INCLUDING, WITHOUT LIMITATION, (I) DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; (II) ANY LIABILITY

OF CUSTOMER TO A THIRD PARTY AND (III) LIABILITIES CAUSED BY CIRCUMSTANCES BEYOND WK KELLOGG'S REASONABLE CONTROL. WITHOUT LIMITING OR VARYING THE FOREGOING (OR ANY OTHER PROVISION OF THESE TERMS), IN THE EVENT OF A FUNDAMENTAL BREACH BY WK KELLOGG, WK KELLOGG'S TOTAL LIABILITY (IF ANY) HEREUNDER SHALL IN NO EVENT WHATSOEVER BE GREATER THAN THE AMOUNT PAID BY CUSTOMER TO WK KELLOGG FOR THE WK KELLOGG PRODUCT(S) IN RESPECT OF WHICH THE LIABILITY AROSE.

MISCELLANEOUS

(19) Product Recall: Should WK Kellogg recall any WK Kellogg Products, Customer shall comply with any requests of WK Kellogg in that regard and shall allow WK Kellogg access to Customer's premises for purposes of collecting any such recalled products. WK Kellogg's responsibility in the event of a recall by WK Kellogg of WK Kellogg Products shall be to, at its option, replace the recalled WK Kellogg Product with the same or similar WK Kellogg Products or reimburse the cost of such WK Kellogg Product to Customer or, if agreed by Customer, to give a credit to the Customer for the cost of such WK Kellogg Product. Except as provided in the previous sentence, WK Kellogg shall have no liability to Customer in respect of such recalled products. WK Kellogg shall not be liable for any such recalled WK Kellogg Products with less than a 30 day shelf life on the date of recall.

(20) Customer Bankruptcy, etc.: In the event that (i) Customer enters or is placed into receivership, (ii) Customer is petitioned into bankruptcy or makes a proposal under any bankruptcy or insolvency legislation for the benefit of its creditors, (iii) Customer ceases to carry on business or is wound up, (iv) there is a sale by Customer of all or a substantial part of its business, (v) there is a significant change in the shareholdings of Customer (i.e., there is a change of control of Customer, or there is a change in the legal or beneficial ownership of shares in the capital of the Customer representing more than 25% of the issued and outstanding voting interests or more than 25% of the issued and outstanding equity of Customer), or (vi) there is seizure of any WK Kellogg Products (or any products previously sold by WK Kellogg to Customer) by legal process or otherwise, then, in addition to any other rights WK Kellogg may have, all outstanding invoices (including any outstanding taxes, interest and other applicable costs and charges) become immediately due and payable, without demand or notice, and Customer shall pay all of WK Kellogg's costs of collection, including reasonable legal fees. Further, in any such circumstances, WK Kellogg may, at its sole option, terminate its agreements with Customer (without affecting any liabilities incurred by Customer prior to termination, and with no liability on the part of WK Kellogg), refuse acceptance of orders in whole and in part and/or to stop shipment, and/or decline to permit Customer's participation in promotions.

(21) Termination: In addition to any other rights WK Kellogg may have, breach of the Terms shall be grounds for WK Kellogg to terminate its agreements with Customer and/or to refuse acceptance of orders, in whole or in part, and/or to stop shipment (with no liability on the part of WK Kellogg).

(22) Governing Law and Interpretation: These Terms and all related transactions will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. All references to days shall mean any day other than Saturday, Sunday and any day which is a legal holiday in the Province of Ontario. By placing an order with WK Kellogg, Customer agrees with WK Kellogg to the non-exclusive jurisdiction of the courts of Ontario.

(23) Severability: The invalidity or unenforceability of any provision of these Terms or any part thereof shall not affect the validity or enforceability of any other provision thereof and any such invalid or unenforceable provision or part shall be deemed to be severable.

(24) Waiver: The failure of WK Kellogg to enforce or insist upon compliance with any of these Terms, or any waiver of same in any instance, shall not be construed as a general waiver or abandonment of any these Terms.

(25) Entire Agreement: These Terms represent the only and entire agreement between Customer and WK Kellogg with respect to the subject matter hereof. Only an authorized WK Kellogg Corporate Officer, in writing and in advance, may change these Terms or agree to additional or amended terms.

(26) Cybersecurity: Customer represents and warrants that it will establish and maintain commercially reasonable and appropriate administrative, technical and physical safeguards consistent with the highest industry standards against the destruction, loss, alteration, unauthorized access to or use of WK Kellogg's data or Customer's data or systems, and any anticipated threats and hazards to the security and integrity of WK Kellogg's data or Customer's data or systems (the "Data and System Safeguards"); Customer will promptly notify WK Kellogg of any breach of the Data and System Safeguards that might reasonably be expected to compromise the ability of Customer to perform its obligations under this Terms of Sale.

October 2023