

STANDARD TERMS AND CONDITIONS FOR COINSTAR OR ITS AFFILIATED ENTITIES PURCHASE ORDERS

The following terms ("Terms") are a part of the purchase order ("Order") between Coinstar, LLC or its affiliated entity ("Buyer") and the specified seller, vendor or other provider ("Seller"). The Order will be deemed accepted by Seller upon Seller's electronic confirmation of the Order, or by Seller signing and returning a copy of the Order, delivering any of the items ordered, commencing performance of any of the services ordered, or otherwise acknowledging acceptance. Prior to acceptance, Buyer may cancel the Order without any liability or obligation. Upon acceptance, Seller will sell and deliver to Buyer the products, goods, media, content, documents and other items ("Goods") and perform the services ("Services"), all as described in the Order.

1. Price and Payment. The prices specified in the Order (a) constitute full payment to Seller for the Goods and Services; (b) are subject to adjustment only if and as specifically provided in the Order; and (c) include all applicable fees, taxes, assessments and other amounts payable to any governmental or regulatory authority. If a price is not stated in the Order, the price will be the price last quoted to Buyer. Any time period specified for payment or accepting any discounts will begin 30 days after the later of the date (i) Buyer receives Seller's correct invoice and any documentation, receipts and information requested by Buyer to verify the invoice or (ii) the date Buyer accepts the Goods and Services. Payment for Goods or Services prior to inspection will not constitute acceptance of the Goods or Services.

2. Delivery. Seller will deliver the Goods in accordance with the delivery instructions (e.g., carrier, insurance, shipping destination and delivery schedule) specified in the Order. Time is of the essence in the performance of Seller's obligations under the Order. If Seller encounters or anticipates any delay, Seller will immediately notify Buyer of the delay, the duration of the delay and the action being taken by Seller to overcome or mitigate the delay. Buyer has a strict no over-shipment policy and assumes no liability for (a) Goods produced or shipped in excess of amounts specified in an applicable Order, or (b) over-ships of one style of Goods to compensate for under-ships of another style of Goods. No substitutions of Goods may be made without written authorization of Buyer. *Incoterms are presumed to be FOB Destination unless otherwise stated on the purchase order.*

3. Risk of Loss, Insurance. If shipping Goods collect or prepaid via Buyer's preferred carrier, Seller will bear the risk of loss until delivery of the Goods to the preferred carrier. If not shipping via Buyer's preferred carrier, Seller agrees to insure the Goods from and against all reasonable and customary hazards and risks of loss or destruction occurring from the time the Goods are identified to the Order to the time of Buyer's acceptance. Such insurance will be placed with reputable underwriters and will name Buyer as a loss payee, with all losses payable to Seller and Buyer as their interests may appear, and will contain a waiver of subrogation rights against Buyer that is acceptable to Buyer.

4. Acceptance. Buyer's acceptance of any Goods or Services will be subject to inspection and testing by Buyer after receipt of the Goods or completion of the Services. Upon Buyer's request, Seller will make the Goods and Services available for inspection and testing prior to delivery or completion. If upon inspection or testing, such Goods, Services or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any guarantees or other specifications contained in these Terms, then, without prejudice to any other rights or remedies that Buyer may have, Buyer may cancel any Order, return the Goods or any part thereof to Seller, and all amounts paid by Buyer to Seller, together with any costs incurred by Buyer in connection with the delivery, removal or return of such Goods, will be refunded or paid to Buyer by Seller. Neither any inspection (nor any failure to inspect) nor any acceptance of the Goods or Services, will release Seller from any of the warranties, guaranties or other provisions of these Terms nor impair Buyer's right to reject nonconforming Goods or Services. Buyer may, even after Buyer has paid for and accepted the Goods or Services, make claim against Seller on account of any Goods or Services that do not conform to these Terms or are defective, irrespective of Buyer's failure to notify Seller of a rejection of nonconforming Goods or Services or revocation of acceptance thereof or to specify with particularity any defect in nonconforming Goods or Services after rejection or acceptance thereof.

5. Warranty. Seller warrants that (a) the Goods and Services will comply with all applicable designs, specifications, drawings, samples, descriptions and other requirements of the Order; (b) the Goods will be free from defects in materials and workmanship; (c) the Goods will be free from defects in design, except to the extent that such items comply with detailed designs provided by Buyer; (d) the Goods will be suitable for the purposes intended, whether expressed or reasonably implied; (e) the Goods and Services will conform to any specifications, descriptions, representations and warranties concerning the Goods and Services provided by Seller to Buyer; (f) the Goods and Services do not and will not violate, infringe or misappropriate any United States patent, trademark, trade name, trade dress, copyright, trade secret or other similar proprietary right ("IPR"); (g) Goods will have affixed "clear and reasonable" warnings as required by the California Safe Drinking Water and Toxic Enforcement Act (Cal. Health & Safety Code § 25249(f); Cal. Code Regs. tit. 27, § 25603(b)); and (h) the Goods will be delivered free from all liens, claims and encumbrances. Seller will promptly correct any failure to comply with this warranty (e.g., by repair or replacement of any non-complying

Deliverables, reperformance of any noncomplying Services or removal of any encumbrances). If Buyer fails or indicates its inability or unwillingness to do so, then Buyer, at its option may (i) correct the noncompliance at Seller's expense; (ii) destroy or return the Goods to Seller at Seller's cost (including all shipping and packaging expenses) for a full refund; and/or (iii) cancel the Order or any outstanding Order with Seller, in whole or in part, without liability or obligation to Buyer.

6. Services. Seller will perform all Services in a workmanlike and skillful manner. Seller is an independent contractor of Buyer. Seller will not subcontract any Services without the prior written consent of Buyer. Seller will not solicit or hire any employee of Buyer. While on Buyer's premises, Seller will comply with Buyer's policies, rules and practices relating to access, safety, security and conduct. Seller will be responsible for all persons performing any Services on Buyer's premises.

7. Changes. Buyer may make changes in the requirements of the Order by giving Seller written notice of the changes. If any change causes an increase or decrease in the cost of or time required for performance of the Order, an equitable adjustment in the prices and schedules will be made and agreed upon in writing by the parties; provided that the party desiring the adjustment notifies the other party thereof within 30 days after Buyer's notice of the change. In making any equitable adjustment, Seller will not be entitled to (a) any allowance for profit, overhead, underutilization of facilities or indirect cost related to deleted Goods or Services; (b) any increase in the price of unchanged Goods; any payment for the deletion of Goods or other items that are standard stock or off-the-shelf items; or (c) any payment for materials, parts or other items not purchased by Seller specifically performance of the Order.

8. Items furnished by Buyer. Any materials, parts, tooling and other items provided or paid for by Buyer (such as jigs, dies, fixtures, molds, patterns, test equipment, drawings, designs, specifications and other documentation) will be the property of Buyer. Seller will (a) mark such items as property of Buyer; (b) use such items solely for performance of the Order; (c) separately store such items when not in use; (d) protect such items from loss, damage or destruction; (e) deliver such items to Buyer upon demand; and (f) take such action, including, without limitation, execution, delivery and filing of documents as may be requested by Buyer to evidence, perfect or protect Buyer's interests in such items.

9. Confidentiality and Intellectual Property. Seller will protect all confidential information, materials and property of Buyer from any unauthorized use or disclosure. Confidential information of Buyer includes, without limitation, (a) these Terms; (b) any Order; (c) any information regarding Goods or Services being developed, tested, ordered or returned; and (d) any communications between Buyer and Seller. Seller will not use any name, trademark, logo, reference or other identifier of Buyer or any of its affiliates in any advertising or publicity without Buyer's prior written consent. Buyer will be the owner of IPR that may arise out of the creation of any Goods or performance of any Services. Seller hereby assigns any such IPR to Buyer. Seller will take such additional action (such as the execution of additional documents and giving of testimony) as Buyer may reasonably request to effect, perfect or evidence its ownership of any IPR. No IPR of Buyer is assigned, licensed or transferred to Seller under the Order.

10. Indemnity. Seller will defend and indemnify Buyer, Buyer's affiliates and each of their respective directors, officers, employees, agents and representatives ("Indemnitees") from any claim, liability, damage, loss, cost and expense (including attorneys' fees) based upon any (a) breach or alleged breach of these Terms by Seller; (b) property damage or personal injury involving the Services or any conduct of Seller or any of its employees, subcontractors or suppliers on Buyer's premises; (c) purchase, sale or use of such Goods or Services; (d) violation, infringement or misappropriation of any third party IPR by any Goods or Services; or (e) product liability with respect to any Goods. Seller will maintain adequate insurance to cover Seller's obligations hereunder. Such insurance will during the pendency of any Order and for a period of 1 year thereafter, name the Indemnitees as additional insureds and waive all rights of subrogation against the Indemnitees. Seller will furnish evidence of such insurance upon Buyer's request.

11. Non-Delivery; Installments. Seller will notify Buyer immediately if Seller is unable to deliver all or any part of the Goods or perform all or any part of the Services under an Order. Such notice will not limit the remedies available to Buyer or the liability of Seller for non-performance. Buyer may refuse delivery or return F.O.B. Seller any of the following: (a) Goods shipped before the earliest ship date or after the latest ship date

specified on the Order; (b) Goods shipped in quantities less than or in excess of those ordered; (c) Goods not specified in the Order; (d) Goods not as represented or as warranted; or (e) Goods shipped not in compliance with the packing instructions and invoicing instructions specified in the Order. Where Seller is to deliver Goods to Buyer in multiple shipments, a breach that is substantial with respect to any one installment is, at Buyer's option, conclusively substantial with respect to the entire Order or contract.

12. Right of Set Off. Buyer may set off and deduct against any sums payable to Buyer under any Order all present and future indebtedness of Seller to Buyer. Buyer will provide a written disclosure of debits taken by Buyer against Seller's account as a result of any returns or adjustments.

13. Default; Remedies. Upon the occurrence of any one or more of the following events of default, Buyer will have the right, at Buyer's option, to terminate these Terms or any Order: (a) Seller's insolvency or inability to meet its obligations as they become due; (b) filing of a voluntary or involuntary petition of bankruptcy by or against Seller; (c) institution of legal proceedings against Seller by creditors or stockholders; (d) appointment of a receiver for Seller by any court of competent jurisdiction; (e) Seller's failure to comply with any term or condition of these Terms or in a Order; (f) any warranty, special guaranty or covenant made by Seller is or becomes untrue or incorrect; or (g) Seller fails to give adequate assurances of cure of any breach within the time period specified by Buyer. In the event of any of the foregoing defaults, Buyer, at its option, may purchase similar replacement goods or services elsewhere and charge Seller with the difference between the price paid for the replacement goods or services and the price given on the applicable Order.

14. Compliance with Laws. Seller shall comply (and will ensure that the Goods, Services and each of Seller's subcontractors and suppliers comply) with all applicable laws, rules, regulations, orders and other requirements of any governmental or regulatory authority, such as REACH, RoHS, TSCA, and Proposition 65. By January 1, 2024, Seller shall furnish such documents (declarations) as evidence of compliance and shall be liable for penalties arising from missing, incomplete, or inaccurate documentation. Without limitation of the foregoing, Seller certifies that (a) all Goods will be produced in compliance with the Fair Labor Standards Act and the rules, regulations and orders issued thereunder; (b) all Goods of foreign origin imported into the U.S. will be legibly, conspicuously and permanently marked with the country of origin; and (c) Seller does not maintain or permit its employees to work at any facilities that are segregated on the basis of race, color, religion, national origin, age or sex.

15. Assignment. Seller may not assign any right or interest in the Order without Buyer's prior written consent. No assignment will relieve Seller of any obligations under the Order. Subject to the foregoing, the Order will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

16. Nonwaiver. The failure of Buyer to insist upon Seller's performance of any term of the Order, or to exercise any right or remedy, will not constitute a waiver, release or limitation of any such term, right or remedy in that or any other instance.

17. Severability. If any one or more of the provisions (or any part thereof) contained in these Terms or in any Order, is, for any reason, held to be invalid, illegal, or unenforceable in any respect, then at Buyer's option, such invalidity, illegality or unenforceability will not affect any other provision and any such provision will be enforced to the maximum extent permitted by law to effectuate the purpose of these Terms.

18. Applicable Law; Courts. The Order will be governed by the laws of the State of Washington, without reference to its conflict of laws principles. Seller will not commence or prosecute any action to enforce, recover damages or otherwise relating to the Order other than in the state or federal courts located in King County, Washington. Seller irrevocably consents to the jurisdiction of such courts.

19. Sustainability. Buyer is committed to achieving high performance throughout Buyer's business while protecting the environment, improving social responsibility and respecting and promoting human rights. Buyer encourages Seller to promote a more sustainable relationship and environment by adopting policies to support (a) full compliance with all applicable environmental laws and regulations; (b) implementation of green processes and technologies to reduce pollution and the consumption of fossil fuels; (c) environmental efficiency in the areas of energy consumption, waste generation, water consumption and air pollution; and (d) the health and safety of employees through responsible business practices.

20. Diversity. Buyer values the skills, strengths and perspectives of diverse employees, suppliers and service providers. Buyer's diversity policy affirms that certified diverse suppliers have the opportunity to

participate in providing products or services to Buyer, directly and indirectly. Buyer encourages Seller to adopt purchasing initiatives for products and services from minority, women, disabled veteran and small business companies.

21. Entire Agreement. The Order sets forth the entire agreement, and supersedes any and all prior agreements, between the parties regarding the Goods and Services. Buyer may revise these Terms at any time by posting a revised version of the Terms at <http://www.coinstar.com/purchaseorderterms>. Revisions are effective upon posting and will, at Buyer's option, apply to all pending and future Orders. Except as provided in this Section 21 or in Section 7, no amendment or modification of these Terms or any Order will be valid unless in writing signed by the party to be bound thereby. Buyer will not be bound by, and specifically objects to, any term that is different from or in addition to the terms of the Order submitted by Buyer (such as terms proffered by Seller in any quotation, acceptance, confirmation, acknowledgement, invoice, shipping document, correspondence or otherwise), unless specifically agreed to in writing by Buyer. Seller agrees that any law that provides that a contract can be formed by writings with different or additional terms will have no effect and Seller expressly waives any benefits of any such law. Without limitation, Seller agrees that the U.N. Convention on Contracts for the International Sale of Goods does not apply to any Order under these Terms. The rights, remedies and warranties of Buyer under the Order are cumulative and in addition to any other rights, remedies or warranties afforded to Buyer by any of Seller's subcontractors or suppliers or by applicable law.