

COMMISSION TERMS AND CONDITIONS

These Commission Terms and Conditions (the “**Agreement**”) are incorporated by reference and is made a part of the Commission Acknowledgment (the “**Acknowledgment**”) between Quad and Broker. All terms included in this Agreement shall be in addition to, and not in replacement of, those terms set forth in the Acknowledgment. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Acknowledgment, the terms of this Agreement will control. All capitalized terms not specifically defined in this Agreement shall be read to have the meaning given to those terms in the Acknowledgment. Broker and Quad may be collectively referred to as the “**Parties**” or individually as a “**Party**.”

1. ENGAGEMENT AND SERVICES

This Agreement applies when Broker refers a Client to Quad for the performance of services and/or production of deliverables (the “**Work**”) and in exchange for such referral, Quad agrees to pay Broker a Commission. For clarity, Quad’s performance of the Work for Client will be subject to a separate agreement between Quad and Client.

2. CONFIDENTIALITY

- A. Confidential Information. From time to time, Quad (the “**Disclosing Party**”) may disclose or make available to Broker (the “**Receiving Party**”), non-public, proprietary, or confidential information of Disclosing Party that Receiving Party should reasonably understand Disclosing Party would expect to be treated as confidential, such as Client pricing (collectively “**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (i) is or becomes lawfully and generally available to the public other than as a result of Receiving Party’s breach of this Section 2 or any other duty or obligation of confidentiality owed to the other Party, (ii) is or becomes available to 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, (iii) was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder as evidenced by its records, or (iv) was or is independently developed by Receiving Party without using any Confidential Information.
- B. Obligations. Receiving Party will: (i) protect and safeguard the confidentiality of Disclosing Party’s Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not use Disclosing Party’s Confidential Information, or permit it to be used, for any purpose other than to exercise its rights or perform its obligations under the Acknowledgment, and (iii) not disclose any such Confidential Information to any person or entity, except to Receiving Party’s employees, agents, contractors, attorneys or representatives (“**Representatives**”) who need to know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Acknowledgment or enforce the Acknowledgment. Receiving Party will ensure that its Representatives who have access to Disclosing Party’s Confidential Information are informed of the confidential nature of the Confidential Information and are subject to confidentiality duties or obligations that are no less restrictive than those contained in this Section 2. Receiving Party will be responsible for any improper or unauthorized use or disclosure of Confidential Information by its Representatives.
- C. Required Disclosure. If Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will, prior to making such disclosure, use

commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy and Receiving Party must only disclose or furnish that portion of Confidential Information as such Receiving Party or the applicable Representative is legally obligated or compelled to so produce or disclose.

- D. Return or Destruction. At Disclosing Party's request, Receiving Party will return or destroy any Confidential Information Receiving Party obtained from the Disclosing Party. However, nothing contained herein will be construed to prohibit Receiving Party from retaining electronic information maintained in compliance with its digital data retention and automated backup procedures; such Confidential Information will remain subject to the confidentiality obligations set forth herein.
- E. Remedies. In the event of a breach of this Section 2, the Receiving Party understands and agrees that direct money damages may not be an adequate remedy for any breach of the Acknowledgment by it and that the Disclosing Party may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. The Receiving Party further agrees to waive any requirement for the Disclosing Party to secure or post any bond in connection with such remedy.
- F. Conflicting Obligations. The provisions of this Section 2 are intended to supersede and replace in whole any previous confidentiality, non-disclosure or similar agreement between the Parties that relate to the Acknowledgment.
- G. Survival. Notwithstanding the term of the Acknowledgment, the obligations set forth in this Section 2 with respect to each item of Confidential Information disclosed hereunder will remain in effect for a period ending three (3) years from the date of disclosure of such item, except for trade secrets which will remain confidential the longer of three (3) years or when it is no longer a trade secret.

3. **WARRANTIES AND RESTRICTIONS**

- A. Broker Warranties. Broker represents and warrants to Quad that: (i) Broker is acting solely as a broker and shall not be an agent for, and shall not receive any payment, compensation or remuneration from, the Client for the Work described in the Acknowledgment; (ii) entering into and performing under this Agreement will not conflict with or result in a breach or violation of any agreement by which Broker may be bound, including any agreement with Client; (iii) it will comply with all applicable laws in its performance under this Agreement, including those pertaining to ethical business practices such as the Foreign Corrupt Practices Act and analogous laws, and all laws relating to anti-bribery and kickbacks, anti-corruption, insider trading, export compliance, economic sanctions and anti-boycott, money laundering and human trafficking; and (vi) it will comply with Quad's Supplier Code of Conduct located at <https://www.quad.com/suppliers>.
- B. Broker Restrictions. Broker shall not (i) pledge Quad's credit; (ii) make any commitments on Quad's behalf or bind Quad to any obligation (contractual or otherwise); (iii) make any refunds, allowances or adjustments; (iv) authorize the return of any product; (v) publish or distribute any advertising or other promotional material pertaining to Quad's products or referring to Quad; (vi) directly or indirectly use as part of Broker's corporate or business name, or in connection with Broker's business, all or any part of Quad's name, signature or logo or any other trademark, service mark or trade name that may now or hereafter be owned or used by Quad or its affiliates; or

(vii) make any representation or give any warranty in connection with Quad's products or services.

4. LIMITATION OF LIABILITY

THE LIABILITY OF QUAD ARISING OUT OF OR RELATED TO ANY CLAIMS RELATED TO ANY ACKNOWLEDGMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNT OF THE COMMISSION OWED TO BROKER BY QUAD. IN NO EVENT WILL QUAD BE LIABLE TO BROKER FOR ANY OTHER TYPES OF PENALTIES OR DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIQUIDATED, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST SALES OR PROFITS, WHETHER IN AN ACTION BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF QUAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. INDEMNIFICATION

- A. Indemnification Obligations. Broker agrees to indemnify and hold harmless Quad (including its affiliates, and/or subsidiaries, and/or its and their successors and assigns) from and against any and all claims, suits, proceedings and actions brought against Quad (collectively, the "**Claims**"), and any and all damages awarded in connection with such Claims and any and all expenses (including settlement fees and reasonable attorney's fees) incurred by Quad as a result of such Claims (collectively, the "**Losses**") for Claims arising from or relating to Broker's acts or omissions, or for Broker's breach of any terms of the Agreement and any Acknowledgment.
- B. Settlement. In defense of an indemnification claim, the Broker shall not enter into settlement of any Claim without the prior written consent of Quad.
- C. Cooperation and Mitigation. The parties shall cooperate with each other in all reasonable respects in connection with the defense of any Claim, shall cooperate in good faith to resolve such Claims, and shall take commercially reasonable efforts to mitigate Losses.

6. GENERAL PROVISIONS

- A. Notices. All notices required under the Acknowledgment, including any Order, will be given in writing by personal delivery, overnight courier, or sent by United States mail postage prepaid, return receipt requested to Quad as follows:

To Quad:	Quad/Graphics, Inc. Attn: General Counsel N61W23044 Harry's Way Sussex, WI 53089
----------	---
- B. Independent Contractors. The relationship between the Parties is that of independent contractors and nothing shall constitute Broker as an employee of Quad or entitle Broker to any benefits provided by Quad to its employees, such as wages, insurance, worker's compensation, or tax withholdings.
- C. Governing Law. The laws of the State of Wisconsin will apply to the interpretation of the Acknowledgment without regard to conflicts of law principles thereof. THE PARTIES EXPRESSLY AGREE TO EXCLUDE THE APPLICATION OF THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1980) TO THE ACKNOWLEDGMENT AND THE PERFORMANCE OF THE

PARTIES CONTEMPLATED UNDER THE ACKNOWLEDGMENT, TO THE EXTENT THAT SUCH CONVENTION MIGHT OTHERWISE BE APPLICABLE. The Parties further agree that this Acknowledgment does not cover the sale of "Goods" as that term is defined under the Uniform Commercial Code (as may be adopted by any state), and the Uniform Commercial Code (as may be adopted by any state) may not be used to supplement, modify or revise any of the obligations made in the Acknowledgment. All legal claims shall be brought in federal court located in Milwaukee, Wisconsin, and the Parties consent to the exclusive jurisdiction of that court. Neither Party may assert against the other Party any claim for breach or nonperformance in connection with the Acknowledgment unless the asserting Party has given the other Party written notice of the claim within two (2) years after the asserting Party first knew or reasonably should have known of the underlying facts giving rise to such claim.

- D. Survival. Any provision that, by its nature or its express terms should survive termination or expiration of the Acknowledgment will survive such expiration or termination.
- E. Severability. If any provision of the Acknowledgment will be held illegal or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed and the remainder of such provision or the entire Acknowledgment will not fail on account thereof, and the balance of the Acknowledgment will continue in full force and effect.
- F. Waiver. No waiver of the Acknowledgment, including any Order, will be effective unless in writing signed by the waiving Party. The waiver of any of the terms or provisions of the Acknowledgment in any one or more instances will not be deemed a permanent waiver thereof or a waiver of this entire Acknowledgment.
- G. No Third-Party Beneficiaries. The Acknowledgment does not create any benefits, rights, claims, obligations, or causes of action in, to, or on behalf of, any Person or entity (including affiliates, third parties, or subcontractors) other than to Broker and Quad under the Acknowledgment.
- H. Entire Agreement and Amendments. The Acknowledgment (including this Commission Agreement), constitutes the entire agreement between Quad and Broker relating to the transactions contemplated hereby, superseding all prior writings, agreements, representations, statements and understandings. The Acknowledgment can only be amended by a written document signed by persons authorized by the respective Parties and explicitly amending this Acknowledgment.