

SHARKNINJA CONSULTING SERVICES AGREEMENT

By signing any statement of work ("SOW") that references this Consulting Services Agreement ("Agreement"), the party providing services under the SOW ("Consultant") agrees to be bound by the terms and conditions of such SOW and this Agreement. Such signature constitutes a legally binding agreement between Consultant and SharkNinja Operating LLC ("SharkNinja"), enforceable to the fullest extent permitted by applicable law.

1. TERM

The Term of this Agreement shall begin on the commencement of the applicable SOW and continue until terminated in accordance with Section 12 hereof (the "Term") or per the terms of the applicable SOW.

2. SERVICES

- 2.1. **Scope of Services.** Consultant shall perform the services described in the SOW (the "Services") in accordance with the description, schedule, and criteria set forth in such SOW.
- 2.2. **Compliance.** Consultant will comply with all applicable federal, state, local and foreign laws, statutes, and regulations applicable to providing the Services, including, but not limited to, the anti-corruption/anti-bribery, environmental laws, employment laws, safety, securities laws and regulations, antitrust laws, intellectual property laws, data privacy and protection laws, and other applicable laws or regulations.
- 2.3. **Schedule.** The Parties will agree on a timeline to complete the Services under a SOW. Consultant agrees to notify SharkNinja promptly if, at any time, it appears that Consultant will not be able to complete the Services or any task on time. In addition to any other remedy available at law, equity, or under this Agreement, in the event Consultant fails to achieve any of the specified delivery dates in a SOW due to no fault of SharkNinja, such failure shall constitute a material breach of this Agreement for which SharkNinja may terminate this Agreement and/or the applicable SOW immediately, without further liability or penalty.
- 2.4. **Changes.** SharkNinja may at any time request changes in specifications for time or place of delivery, or require additional or diminished work. If any such changes cause an increase or decrease in the cost of, or the time required for, performance of the Services, an equitable adjustment will be made in the contract price or schedule or both, and the applicable SOW will be modified in writing in accordance with this Agreement.

3. STAFFING OF PERSONNEL

The Services described in any SOW, unless expressly agreed upon otherwise in such SOW, shall be performed solely by Consultant, or its employees, and in a professional and workmanlike manner with due skill, care and diligence. Consultant shall devote adequate personnel to meet its obligations under any SOW and such personnel assigned to perform the Services will be qualified to perform the assigned duties and available to perform the tasks assigned them in a timely and responsive manner. Consultant represents and warrants that it will, to the maximum extent possible, take all necessary steps to assure continuity over time of Consultant's project staff and shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the project staff member(s) being replaced.

4. COMPENSATION

- 4.1. SharkNinja agrees to pay Consultant for work expressly authorized by SharkNinja (authorization may only take place through the issuance of a SOW) and actually performed by Consultant pursuant to and at the rate set forth in any applicable SOW.
- 4.2. The compensation set forth in the SOW shall, if on a time and materials basis, be invoiced monthly in arrears by Consultant, referencing the SOW, and accompanied by a detailed description of the actual Services performed in accordance with the SOW and at a level of detail acceptable to SharkNinja. If the compensation to be paid by SharkNinja is not on a time and materials basis (e.g. fixed fee), such compensation shall be invoiced as set forth in the SOW. Any invoice that includes Reimbursable Expenses (defined below) shall itemize the Expenses for which payment is being requested consistent with SharkNinja's policies and procedures. Subject to verification that (i) the Services (a) are consistent with the description set forth in the SOW and (b) conform to the applicable specifications or other requirements, and (ii) any expenses incurred are in compliance with the requirements of Section 5 below, SharkNinja shall, unless otherwise provided in the SOW, pay all amounts in such invoices that are not subject to a good faith dispute within sixty (60) days of its receipt. Any additional compensation and associated terms shall be agreed to by and between the Parties and set forth, in writing, in the SOW.
- 4.3. The compensation set forth in this Section 4 and the expenses set forth in Section 5 shall be the sole compensation payable to Consultant by SharkNinja for any Services rendered hereunder, and no additional compensation, fee or mark-up, whether contingent or otherwise, shall be payable by SharkNinja to Consultant by reason of any benefit or gain by SharkNinja directly or indirectly through Consultant's efforts. SharkNinja shall not be liable in any way for any additional compensation or fee unless SharkNinja shall have expressly and separately agreed thereto in writing.
- 4.4. Consultant acknowledges and agrees that it is Consultant's responsibility to compensate Consultant's personnel, and pay all related federal and state income tax withholding, social security taxes, and unemployment or disability insurance applicable to such personnel, and Consultant will indemnify SharkNinja and hold SharkNinja harmless to the extent of any obligation imposed by law on SharkNinja to pay any such amounts in connection with any payments made by SharkNinja to Consultant under this Agreement on account of Consultant or Consultant's agents or employees. Notwithstanding the foregoing, SharkNinja may make such deductions from amounts payable to Consultant hereunder if, and as, required by law or government regulation.

5. REIMBURSABLE EXPENSES

Upon prior written approval and authorization from SharkNinja for any expenses, SharkNinja shall reimburse Consultant for reasonable, documented and necessary travel and out-of-pocket expenses (hereinafter collectively referred to as "Reimbursable Expenses") to the extent that such expenses are incurred by Consultant in connection with, and while, providing Services under this Agreement.

6. RELATIONSHIP OF THE PARTIES

Consultant is an independent contractor and shall be free to exercise discretion and independent judgment as to the method, sequence, order and means of performing the Services requested by SharkNinja. None of the personnel working for Consultant are employees of SharkNinja and, as such, they shall not be entitled to any benefits or privileges provided by SharkNinja to its employees. The Consultant shall not represent itself as an agent of SharkNinja and may not commit or obligate SharkNinja in any way to other parties. Consultant also agrees that during the Term of this Agreement Consultant will not act in any manner that compromises SharkNinja or implies SharkNinja endorsement of any product or service. Consultant shall be responsible for payment of all taxes arising out of the Consultant's activities under this Agreement, including, by way of illustration, but not limitation, federal and state income tax, social security tax, unemployment taxes, and any other taxes or business license fees as required. SharkNinja will neither pay unemployment taxes on, nor withhold employment taxes from, any compensation it pays Consultant. SharkNinja will provide Consultant with a U.S. IRS 1099 as required by law.

7. INTELLECTUAL PROPERTY

- 7.1. Unless otherwise set forth in an SOW and subject to Consultant rights to its Pre-Existing Materials as set forth in Section 7.4 below, SharkNinja shall own all right, title and interest (including all intellectual property and “moral” rights of any sort throughout the world) relating to any and all inventions, work product, deliverables, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Consultant during the Term of this Agreement, including any items identified as such in a SOW, that relate to the subject matter of or arise out of or in connection with the Services or any Proprietary Information (as defined below) (collectively, “Works”) and Consultant will promptly disclose and provide all Works to SharkNinja. Consultant hereby provides any and all consents and makes any and all assignments necessary to accomplish the foregoing ownership, in each case without additional consideration. Consultant shall assist SharkNinja, at SharkNinja’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Consultant hereby irrevocably designates and appoints SharkNinja as its agents and attorneys-in-fact, coupled with an interest, to act for and on Consultant’s behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant and all other creators or owners of the applicable Work. If any other person is in any way involved in any Services, Consultant will obtain the foregoing consents and authorizations from such person for SharkNinja’s exclusive benefit.
- 7.2. Unless otherwise specified in a SOW, Consultant will not incorporate any materials or intellectual property owned by a third party into any Work without obtaining SharkNinja’s prior written consent.
- 7.3. If any part of the Services or Works or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating intellectual property rights owned by or licensed to Consultant (or any person involved in the Services) and not assigned to SharkNinja hereunder, Consultant hereby grants SharkNinja and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable and transferable right and license to exploit and exercise all such intellectual property rights in support of SharkNinja’s exercise or exploitation of the Services and Works, or any assigned rights (including any modifications, improvements and derivatives of any of them).
- 7.4. Subject to the license grant in Section 7.3, Consultant and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to any documents, data, know-how, methodologies, software, and other materials provided by or used by Consultant in connection with performing the Services, in each case developed or acquired by the Consultant prior to commencement of or independently of this Agreement (“Consultant Pre-Existing Materials”), including all intellectual property rights therein.
- 7.5. SharkNinja and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to any documents, data, know-how, methodologies, software, and other materials provided to Consultant by or on behalf of SharkNinja, including any reports or specifications (“SharkNinja Materials”), including all intellectual property rights therein. Consultant shall have no right or license to use any SharkNinja Materials other than during the Term of this Agreement to the extent necessary to provide the Services to SharkNinja.

7.6. This Section 7 shall survive the termination or expiration of this Agreement for any reason whatsoever.

8. CONFIDENTIALITY

- 8.1. Each Party (as the “Recipient”) acknowledges that it may have access to, learn or develop information related to the other Party (as the “Discloser”) that is non-public, confidential or proprietary (collectively,

“Proprietary Information”), including without limitation, all Works, trade secrets, technology and information pertaining to business plans, business methodologies, strategies, specifications, development plans, bill of materials, pricing, supply chain, sourcing, customers, prospective customers, partners, suppliers, billing records, products or services of the Discloser, its affiliates, or their suppliers or customers or other third-party proprietary information, in each case whether spoken, written, printed, electronic, or in any form or medium, and whether or not marked, designated, or otherwise identified as “confidential.” Except as required by applicable federal, state, or local law or regulation, Proprietary Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to the public other than as a result of any breach of this Agreement by the Recipient or any of its Representatives; (ii) is obtained by the Recipient or its Representatives on a non-confidential basis from a third-party that, to the Recipient’s knowledge, was not legally or contractually restricted from disclosing such information; (iii) the Recipient establishes by written record, was in the Recipient’s or its Representatives’ possession prior to disclosure by the Discloser hereunder; or (iv) the Recipient establishes by written record, was or is independently developed by the Recipient or its Representatives without using any of the Discloser’s Proprietary Information. “Representative” means a Party’s employees, officers, directors, partners or agents.

- 8.2. Each Party, as the Recipient of the other Party’s Proprietary Information, agrees to: (i) treat all Proprietary Information as strictly confidential; (ii) protect and safeguard the confidentiality of the Discloser’s Proprietary Information with at least the same degree of care as the Recipient would protect its own Proprietary Information, but in no event with less than a commercially reasonable degree of care; (iii) not use the Discloser’s Proprietary Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement, or otherwise in any manner to the Discloser’s detriment, including without limitation, to reverse-engineer, disassemble, decompile, or design around the Discloser’s proprietary services, products, and/or confidential intellectual property; and (iv) not to disclose Proprietary Information or permit it to be disclosed, in whole or part, to any third party, except to the Recipient’s Representatives who: (a) need to know the Proprietary Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement; (b) are informed by the Recipient of the confidential nature of the Proprietary Information; and (c) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement..
- 8.3. The Recipient shall notify the Discloser promptly in the event Recipient becomes aware of any loss or unauthorized disclosure of any Proprietary Information. However, Recipient shall not be obligated under this paragraph with respect to information Recipient can document is or becomes readily publicly available without restriction through no fault of Recipient pursuant to Section 8.1.
- 8.4. In the event that Recipient or its Representative is required by law to make any disclosure of any of the Proprietary Information, by subpoena, judicial or administrative order or otherwise pursuant to any request or process of any legal, regulatory, governmental, or supervisory authority, Recipient shall first give written notice of such requirement to Discloser, and shall permit Discloser to intervene in any relevant proceedings to protect its interests in the Proprietary Information, and provide reasonable cooperation and assistance to Discloser in seeking to obtain such protection, at Discloser’s cost and expense. If, after providing such notice and assistance as required herein, the Recipient or its Representative remains obligated to disclose any Proprietary Information, the Recipient or its Representative shall disclose no more than that portion of the Proprietary Information which is legally required and use reasonable efforts to ensure that such Proprietary Information is afforded confidential treatment.
- 8.5. Each Party acknowledges and agrees that money damages may not be a sufficient remedy for any breach or threatened breach of this Section 8. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief for any violation or

threatened violation of this Section 8, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

- 8.6. The obligations set forth in this Section 8 shall survive termination or expiration of this Agreement. Upon termination or as otherwise requested by Discloser, Recipient will promptly provide to Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Proprietary Information, or destroy all such copies and certify in writing to the Discloser that such Proprietary Information has been destroyed. Notwithstanding the foregoing, the Recipient may retain any copies of Proprietary Information that are stored on the Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Such retained copies will remain subject to the confidentiality requirements in this Section 8 and will be destroyed on the normal expiration of the Recipient's backup files.
- 8.7. If using SharkNinja's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages), Consultant acknowledges and agrees that Consultant has no expectation of privacy with respect to such use and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

9. CONSULTANT REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants to SharkNinja that:

- 9.1. Consultant is free to undertake the Services required by this Agreement and to disclose to SharkNinja all information which Consultant discloses in connection with this Agreement and that there is and will be no conflict between performance of the Services and any obligation Consultant may otherwise have;
- 9.2. Consultant is not subject to any restriction or limitation of any kind in entering into and providing Services under this Agreement, including but not limited to any restriction arising out of any other employment (past or present) and has received no notice of any kind to the contrary from anyone;
- 9.3. this Agreement has been duly and validly executed and delivered by Consultant and constitutes the valid and binding agreement of Consultant, and is enforceable against Consultant in accordance with its terms;
- 9.4. the Services to be performed under this Agreement and the Works or results thereof will be the original work of Consultant, free and clear of any claims or encumbrances of any kind, and will not infringe any patent, copyright or other intellectual property or proprietary right or misappropriate the subject matter of a trade secret of any person or entity;
- 9.5. the Services shall be performed (i) in a competent, diligent and workmanlike manner in accordance with generally recognized industry standards for similar services, (ii) in compliance with all applicable laws and regulations, and (iii) in conformity with the requirements or specifications set forth in this Agreement and the applicable SOW;
- 9.6. Consultant shall comply with, and ensure that all Consultant personnel comply with, all applicable rules and policies of SharkNinja that are communicated to Consultant in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by SharkNinja to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures; and
- 9.7. prior to any Consultant personnel performing any Services hereunder, Consultant shall, at its sole cost and expense, conduct background checks on such Consultant personnel, which background checks shall

comprise, at a minimum, a review of credit history, references, and criminal record, in accordance with state, federal, and local law.

10. BUSINESS PRACTICES

- 10.1. This Agreement is intended to secure to SharkNinja the help and cooperation of Consultant. During the Term of this Agreement, Consultant may accept assignments from, or engage in other activities for, other third parties in the normal course of Consultant's business, provided such employment or activities do not result in a conflict with Consultant's obligations to SharkNinja, in accordance with normal standards of professional and business ethics. In order to avoid any potential conflicts of interests, Consultant may not engage any subcontractors to perform any Services for SharkNinja hereunder without the prior written approval of SharkNinja. Notwithstanding any SharkNinja consent to any subcontracting, Consultant shall remain responsible and liable for any and all (i) performance required under this Agreement, and (ii) acts or omissions of the subcontractor relating to the performance of the Services to the same extent as if such acts or omissions were committed by Consultant, and no subcontract shall bind or purport to bind SharkNinja. In addition, SharkNinja is free to appoint and otherwise use other consultants in connection with performing the same or similar services to those set forth in this Agreement.
- 10.2. Consultant acknowledges and agrees that Consultant may be given access to sensitive Proprietary Information and trade secrets of SharkNinja ("Sensitive Information") in order to allow Consultant to perform the Services under this Agreement, and agrees that SharkNinja may suffer immediate and irreparable harm if such Sensitive Information were disclosed to or used for the benefit of any third party. Accordingly, during the Term of this Agreement and for so long as such information remains Sensitive Information, Consultant, in its corporate capacity or as an individual who is a principal of the business, or on behalf of any other individual, partnership, corporation, limited liability company or any other entity, shall not, directly or indirectly, utilize Sensitive Information, including but not limited to trade secrets, customer lists and vendor information, to assist or advise another business or to conduct business activities identical or substantially similar to the Services provided under any SOW.
- 10.3. Consultant agrees that this Agreement is entered into on an arm's length basis, and that the restrictive covenants herein and in any SOW are reasonable and fair.

11. PROGRESS AND REVIEW

- 11.1. At SharkNinja's request, Consultant shall provide to SharkNinja a written progress report detailing performance to date, including updates on that week's activities and those activities planned for the following week, updates on schedule, accomplishments, deviations, set-backs, or delays, if any.
- 11.2. SharkNinja shall have the continuous right, during the Term of this Agreement, to review all aspects of Consultant's performance hereunder, including all work product, plans, recommendations, and memoranda of Consultant pertaining thereto. The making of any payment or payments by SharkNinja, or the receipt thereof by Consultant, will in no way affect the responsibility of Consultant to perform the Services in accordance with this Agreement and the applicable SOW, and will not imply SharkNinja's acceptance of any Services or Works or the waiver of any warranties or requirements of this Agreement or the applicable SOW.

12. TERMINATION

- 12.1. Termination for Breach. Either Party shall have the right to terminate this Agreement or any SOW immediately upon notice in the event that the other Party materially breaches its obligations under this

Agreement or any SOW and such breach is incapable of cure or, with respect to a breach capable of cure, the breaching Party fails to cure within thirty (30) days after receiving written notice thereof.

- 12.2. Termination for Convenience. SharkNinja shall, in its sole discretion, have the right to terminate this Agreement or any SOW at any time, without cause, by providing ten (10) days' prior written notice to Consultant. Additional termination provisions may be provided for under the SOW.
- 12.3. Procedure upon Termination. Upon termination, (i) Consultant will (a) immediately deliver to SharkNinja all Works (including work-in-process) and shall comply with the obligations set forth in Section 7, (b) return any SharkNinja Materials in its possession or control, and (c) on a pro rata basis, reimburse SharkNinja for all pre-paid fees and expenses for any Services not performed or Works not provided; and (ii) each Party shall comply with its obligations under Section 8.6. All Works (including work-in-process) must be returned in original format or in a format that is acceptable to SharkNinja in its reasonable discretion. Within thirty (30) days of termination of a SOW under this Agreement for any reason, Consultant will submit to SharkNinja an itemized invoice for any unpaid fees or expenses properly payable by SharkNinja in accordance with the applicable SOW. SharkNinja, upon termination, shall thereafter have no further liability or obligation to Consultant whatsoever for any further fees or expenses arising after such termination.
- 12.4. Survival. Notwithstanding any termination of any SOW or this Agreement, any right or obligation of the Parties in this Agreement which, by its nature, should survive termination of this Agreement, will survive such termination.

13. LIMITATION OF LIABILITY

- 13.1. EXCEPT AS OTHERWISE SET FORTH IN SECTION 13.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT AND IRRESPECTIVE OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, EVEN IF (A) SUCH DAMAGES WERE FORESEEABLE, AND (B) SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2. EXCEPT AS OTHERWISE SET FORTH IN SECTION 13.3, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 13.3. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTION 13.2 AND THIS SECTION 13.3 SHALL NOT APPLY TO: (I) SHARKNINJA'S OBLIGATIONS TO MAKE PAYMENTS UNDER THIS AGREEMENT; (II) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (III) CONSULTANT'S BREACH OF SECTION 7 (INTELLECTUAL PROPERTY); (IV) A PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY); (V) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (VI) DEATH OR BODILY INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY RESULTING FROM A PARTY'S NEGLIGENT ACTS OR OMISSIONS.

14. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding applicable conflict of law rule(s) or principle(s), and the Parties agree to submit to the exclusive jurisdiction of the courts located in Norfolk, Suffolk, or Middlesex counties in Massachusetts.

15. PUBLICITY

Consultant agrees not to publicly reveal the existence of this Agreement or any of the terms and conditions of this Agreement, or use SharkNinja's name, logo, or trademarks without the prior written consent of SharkNinja in each instance.

16. ASSIGNMENT

The rights and liabilities of SharkNinja and Consultant shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be; provided that, as SharkNinja has specifically contracted for Consultant's services, this Agreement is personal to the Consultant and shall not be assignable or transferable by Consultant without the prior written consent of SharkNinja. This Agreement may be assigned or transferred by SharkNinja to a successor in ownership of all or substantially all of its assets.

17. INDEMNITY

- 17.1. Consultant Indemnification Obligations. Consultant shall indemnify, defend, and hold harmless SharkNinja, its affiliates and its and their parents, officers, directors, employees, successors, and permitted assigns (each, a "SharkNinja Indemnitee" and collectively, "SharkNinja Indemnitees") from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Agreement (each, a "Claim" and collectively, the "Claims"), arising out of any Claim brought by a third party relating to: (i) a breach or non-fulfillment of Consultant's obligations under this Agreement (including representations and warranties); (ii) any negligent act or omission of a Consultant Indemnitee (including any gross negligence, recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; (iii) an allegation that the Services or the Works, or SharkNinja's receipt or use thereof, infringes or misappropriates an intellectual property right or other right of a third party; or (iv) any failure by a Consultant Indemnitee to comply with any applicable laws or regulations.
- 17.2. SharkNinja Indemnification Obligations. SharkNinja shall indemnify, defend, and hold harmless Consultant, its affiliates and its and their parents, officers, directors, employees, successors, and permitted assigns (each, a "Consultant Indemnitee" and collectively, "Consultant Indemnitees") from and against any and all Claims, arising out of any Claim brought by a third party relating to: (i) any negligent act or omission of a SharkNinja Indemnitee (including any gross negligence, recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; or (ii) any failure by a SharkNinja Indemnitee to comply with any applicable laws or regulations.
- 17.3. The Party seeking indemnification (the "Indemnified Party") shall: (i) give the indemnifying party (the "Indemnifying Party") notice of any Claim subject to indemnification under this Section 17; (ii) cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such Claim; (iii) provide the Indemnifying Party with reasonable access to information about the Claim and the reasonable assistance for purposes of exercising the rights under this Section 17; and (iv) give the Indemnifying Party the right to control the defense and settlement of any such Claim, with counsel reasonably acceptable to the Indemnified Party. The Indemnified Party will have the right to participate in the defense with counsel of its choice at its own expense, provided that the Indemnifying Party will have the right to make final decisions regarding the defense of a Claim as long as the Indemnifying Party actively maintains the defense of such Claim. The Indemnifying Party shall not make any settlement admitting fault or incur any liability on the part of the Indemnified Party without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld or delayed.

18. DATA PROTECTION; SECURITY

- 18.1. In the event that either Party is required to process any personal data under a SOW, such processing shall be governed by a separate Data Processing Agreement between the Parties.
- 18.2. Consultant agrees to maintain technical and organizational measures necessary to protect the information technology systems and data used in connection with the performance of the contracted services. Without limiting the foregoing, the Consultant shall use reasonable efforts to establish and maintain reasonable cybersecurity and data protection controls and technologies, policies and procedures, encryption, physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the performance of the Services.
- 18.3. Consultant agrees to complete a cybersecurity program assessment not more than once annually. The review may include completing a survey, providing certain documents including policies, external audit reports (SOC1/SOC2, PCI Attestation of Compliance) penetration test and vulnerability scan summary reports and participating in interviews. Consultant agrees to remediate high-risk findings within mutually agreed timelines.
- 18.4. Consultant agrees to notify SharkNinja within forty-eight (48) hours of any confirmed cybersecurity incidents related to any information technology systems that process or store SharkNinja data or the unauthorized access or disclosure of confidential SharkNinja data.
- 18.5. Consultant agrees to retain data for the duration of this Agreement and to return or destroy data at SharkNinja's request upon termination of this Agreement. Consultant agrees to attest in writing that all data was destroyed using mutually-agreed, generally accepted methods.
- 18.6. Consultant agrees not to use any SharkNinja data for its own purposes or for the purpose of developing, training, improving, running, or otherwise using its own or third-party artificial intelligence systems. For the avoidance of doubt, the foregoing prohibition includes the reuse of any SharkNinja personal data, even if de-identified and/or anonymized by Consultant.

19. GENERAL

- 19.1. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the Effective Date of this Agreement; (vi) action by any governmental authority (whether or not having the effect of law); (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; (ix) shortages of or delays in receiving raw materials; (x) shortage of adequate power or transportation facilities; (xi) diseases, epidemics, public health emergencies or quarantines; and (xii) any other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice as soon as reasonably practical of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance. The affected Party shall use diligent efforts to end the failure or delay and ensure

the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

- 19.2. Unless otherwise set forth in a SOW, Consultant, at its own expense, shall at a minimum maintain the following types and levels of insurance coverage throughout the Term of this Agreement and for a period of one (1) year thereafter.

General Comprehensive Liability	\$1 Million Combined/Single Limit
Automobile Liability	\$1 Million Combined/Single Limit
Worker's Compensation	Statutory Limit
Employer's Liability	\$1 Million

- 19.3. Every right or remedy conferred upon, or reserved to, the Parties by this Agreement shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed as an election.
- 19.4. Failure of a Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted that Party hereunder shall not be construed as waiving any such provision, and the same shall continue in force.
- 19.5. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 19.6. Any notice, demand, request, waiver or other communication under this Agreement shall be in writing and deemed to have been duly given when delivered electronically to the email address or other contact information provided in the SOW.
- 19.7. This Agreement and any SOW issued hereunder supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, and shall constitute the complete and exclusive statement of the agreement between the Parties hereto with the exception of any non-disclosure/ confidentiality agreement that may have been executed between them. No change or amendment to this Agreement shall be binding unless in writing and signed by an authorized Representative of both Parties.
- 19.8. In the event of a conflict between this Agreement and the terms of any SOW, the term of the applicable SOW shall have precedence if the SOW expressly states that it is the intention of the Parties to amend this Agreement described in any SOW. Any additional or different terms or conditions in any of Consultant's forms are deemed to be material alterations to the terms hereof, and notice of objection to and rejection of them is hereby given.

- 19.9. Modification of Agreement. SharkNinja may modify this Agreement at any time by posting a revised version on SharkNinja's website. The posting shall be clearly and conspicuously identified as a modification to this Agreement and include a summary of material changes and the effective date. All modifications shall apply prospectively only and shall not affect any rights or obligations accrued prior to the effective date. Consultant's continued performance under this Agreement after the effective date shall constitute acceptance of the modified Agreement. Consultant acknowledges responsibility to periodically review SharkNinja's website for any modifications to this Agreement.
- 19.10. This Agreement shall be accepted by Consultant through execution of an SOW incorporating the terms of this Agreement. Such execution of an SOW shall constitute Consultant's signature and agreement to be bound by all terms herein. Electronic signatures, including digital signatures and electronic acceptance mechanisms, are legally binding and have the same legal effect as handwritten signatures in accordance with the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and the Uniform Electronic Transactions Act (UETA). Each party acknowledges its ability to access, download, and retain a copy of this Agreement.

