

**PROFESSIONAL SERVICES**

EXHIBIT \_\_\_\_\_

**REQUIRED COVERAGE**

<b><u>Commercial General Liability</u></b> Including products/completed operations and blanket contractual liability.	Per Occurrence / General Aggregate	\$5,000,000
<b><u>Business Automobile Liability</u></b> Including owned, hired, and non-owned automobiles	Per Occurrence	\$1,000,000
<b><u>Workers' Compensation</u></b>		Statutory Limits
<b><u>Employer's Liability</u></b>	Per Occurrence	\$1,000,000
<b><u>Cyber Liability</u></b>	Per Occurrence	\$5,000,000
<b><u>Professional Liability</u></b>	Per Occurrence	\$5,000,000
<b><u>Fidelity / Crime</u></b>	Per Occurrence	\$1,000,000

**TERMS & CONDITIONS**

Coverage limits may be met with a combination of primary and umbrella/excess liability policies as long as the umbrella/excess coverage is as broad as the underlying primary insurance. If Vendor maintains coverage in excess of the above required coverage, all available coverage will be accessible in the event of a claim.

Vendor is required to maintain Property Insurance to cover Vendor's business personal property while it is on Hershey property. Vendor hereby waives its right of recovery against The Hershey Company for any claim, damage, loss, to the Vendor's business personal property, such as equipment, software, etc., including any losses associated with business interruption and extra expense.

The Vendor is solely liable for all insurance costs, including deductibles and premiums. Insurance must be with companies licensed to do business in the United States and have an A. M. Best's Financial Strength rating of A- and Financial Category Size of VII, or better. Claims made policies must have a retroactive date that precedes the commencement of this agreement, shall extend coverage for any claims relating to this agreement and allow for an extended reporting period of 3 years following termination of agreement or warranty period thereof, whichever is greater.

The insurance policies shall include a separation of insureds provision (cross liability coverage) and not contain any cross suits exclusions, any classification exclusions purporting to deny coverage for any work to be performed by Vendor, including supervisory activities of its subcontractors or independent contractors. Vendor shall insure the activities of its subcontractors and independent contractors or require each of its subcontractors and independent contractors to maintain insurance as specified herein.

Vendor agrees to promptly provide a Certificate of Insurance meeting the agreed upon requirements upon request. Neither the requirement of Vendor to maintain insurance nor Hershey's acceptance of evidence of insurance will limit the liabilities and obligations assumed by Vendor under the agreement. Hershey has no duty to confirm the existence of insurance.

The Hershey Company, its parents, subsidiaries, divisions, affiliates, directors, officers, and assigns are included as **additional insureds** for Commercial General Liability and Automobile Liability. This coverage shall be primary and non-contributory over any and all other applicable coverage including Hershey's insurance program. General Liability, Automobile Liability and Workers' Compensation policies grant a Waiver of Subrogation in favor of The Hershey Company, its parents, subsidiaries, divisions, affiliates, directors, officers, and assigns. The Vendor is to grant 30 Days Advanced Notice of Cancellation or Material Change under each policy.