



EFFECTIVE: January 1, 2023

INDEMNITY AGREEMENT

In consideration of CUSTOMER purchasing products sold by **The Hershey Company** and its affiliates (individually and collectively referred to as "HERSHEY"), HERSHEY agrees to indemnify and hold harmless CUSTOMER from and against any and all claims, suits or actions of any character presented or brought on account of any injuries, losses or damages, within the United States, sustained by any person in connection with the consumption of HERSHEY products (as determined by HERSHEY in its sole discretion) which arise directly out of the negligent or willful acts of HERSHEY; provided however, that CUSTOMER gives HERSHEY prompt written notice of any charges, demands, claims, suits, or actions that CUSTOMER believes may give rise to indemnification under this Agreement. The foregoing Indemnity shall include settlements or judgments associated with such charges, demands, claims, suits or actions. In no event will HERSHEY be liable for consequential or speculative damages.

If the claim for indemnification relates to a claim or suit by a third party, HERSHEY shall have the right to assume the defense thereof at its own cost and expense and with counsel of its own choosing.

HERSHEY further agrees to maintain at HERSHEY'S sole cost and expense, commercial general liability insurance including products liability coverage, and workers' compensation insurance in the statutory amount.

In no event shall any terms or conditions found on any purchase order be considered an amendment or modification of this Indemnity, even if such documents are signed by representatives of HERSHEY and CUSTOMER.

This Indemnity Agreement revokes and supersedes any prior documents relating to the subject matter hereof and is terminable upon written notice to CUSTOMER.

FEDERAL FOOD, DRUG, AND COSMETIC ACT GUARANTY

The articles comprising each shipment or other delivery hereafter made by HERSHEY to CUSTOMER are hereby guaranteed, as of the date of such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (Act), as amended, and not articles which may not, under the provisions of Sections 404, 505, and 512 of the Act, as amended, be introduced into interstate commerce. This Guaranty supersedes any Guaranty previously provided to CUSTOMER. This Guaranty is terminable upon written notice to CUSTOMER.

This Guaranty is conditioned upon CUSTOMER promptly notifying HERSHEY, in writing, of any charges, demands, claims, suits, or actions being made or brought against CUSTOMER based on any HERSHEY product purchased by CUSTOMER alleged to be adulterated or misbranded within the meaning of the Act. HERSHEY shall have the right, at its own expense, to participate in the defense of any such charges, demands, claims, suits, or actions.

The Hershey Company

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