

**SUPPLIER TERMS AND CONDITIONS OF PURCHASE
FOR MASTER SUPPLY AGREEMENT**

1. Termination. Either Party shall have the right to terminate this Agreement, any schedule hereto and/or discontinue an affected Supplier location by written notice to the other Party in the event of a material breach by the other Party of the terms of this Agreement or applicable schedule hereto, which breach is not cured within 30 days of the breaching Party's receipt of written notice thereof from the non-breaching Party. Chobani shall have the right to terminate this Agreement, any schedule hereto and/or discontinue an affected Supplier location by written notice to Supplier in the event of a material breach by Supplier of the terms of Section 7 of this Agreement and/or the Supplier Quality Expectation Manual, which breach is not cured within 10 days of Supplier's receipt of written notice thereof from Chobani. Chobani shall have the right to terminate this Agreement, any schedule hereto and/or discontinue a Supplier location for any or no reason upon providing Supplier written notice of such termination at least 60 days prior to the date such termination is to be effective.

2. Purchase and Supply Commitment.

(a) Subject to the terms and conditions of this Agreement, during the Term, Chobani shall purchase from Supplier, and Supplier shall sell to Chobani, the products specified in Schedule A to this Agreement (as may be modified, amended, updated or supplemented from time to time by written agreement of the Parties) ("**Products**") in the quantities and at the prices specified in purchase orders submitted by Chobani from time to time hereunder ("**Purchase Orders**").

(b) During the Term of this Agreement, Chobani will expect to provide Supplier, on a quarterly basis, with non-binding forecast ("**Forecasts**") of Chobani's anticipated Product requirements for the immediately following quarter. The Forecasts are for planning purposes only and do not create a binding obligation of Chobani to purchase any amount of Product.

(c) Supplier shall at all times maintain a standing inventory of raw materials, in such quantities to satisfy the production of finished product as described in the then-current Forecast, to ensure Product is delivered on a timely basis in accordance with Purchase Orders submitted by Chobani and meets all Forecasts and/or Purchase Orders with a service level of at least 98.5% item fill rate per Forecast and/or Purchase Order.

(d) Supplier is committed to actively participate in driving at least 5% productivity savings per annum in actual results in the Chobani P&L for the Products and in such category based upon the purchases hereunder and covered by this Agreement, which includes but is not limited to:

- (i) Presenting and implementing practical ideas for savings;
- (ii) Driving and implementing ideas that will achieve opportunities of cost reduction to either Chobani's purchases or within Chobani's operations;
- (iii) Providing market intelligence;
- (iv) Sharing best practices; and
- (v) Implementing beneficial practices and risk management as well as cost/benefit sharing mechanisms.

3. Shipping; Risk of Loss.

(a) All costs for shipping and handling shall be billed to and paid by Supplier. Shipping terms are "DDP destination specified in the applicable Purchase Order INCOTERMS 2010" for international shipments and "DAP destination specified in the applicable Purchase Order INCOTERMS 2010" for domestic shipments, or as

otherwise agreed upon in writing between Supplier and Chobani. Supplier shall ensure that all Product shipments to Chobani (i) are numbered and labeled with Chobani's Purchase Order number, (ii) contain an itemized packing slip specifying the quantity, weight and a description of each of the Products, the part number (if applicable), and the date of shipment, (iii) include a Certificate of Analysis/Certificate of Conformance and such additional and supplemental information specified in Schedule B to this Agreement, and (iv) are properly prepaid to meet the carrier's requirements if delivered by a carrier rather than by Supplier. Supplier shall mark each shipping container containing Products in a clear and legible manner using the codes supplied by Chobani.

(b) Supplier shall fully insure all shipments delivered by carrier up to the total price of the Products.

(c) Supplier will package the Products in accordance with Chobani's standards set forth in Schedule C to this Agreement or, in the absence thereof, in such a manner so as to protect the Products from loss or damage and in accordance with best commercial practices.

(d) At Chobani's election and upon written notice to Supplier, Chobani may modify the shipping terms and/or direct Supplier to utilize a specific third party or parties for shipping and handling in the event Chobani is able to secure preferred pricing for freight, which is lower than the price at which Supplier is able to procure for freight hereunder. Upon receiving such request, Supplier shall arrange freight through such third party identified by Chobani at the lower pricing secured by Chobani or match the pricing offered by the identified third party. The Purchase Price for the Products shall be reduced to reflect the lower freight pricing.

4. Purchase Price; Payment.

(a) The purchase price(s) for the Products (the "**Purchase Price**") set forth on Schedule D to this Agreement has been agreed to by the Parties for the Initial Term and may be adjusted as set forth on Schedule D ("**Adjusted Purchase Price**" and, together with Purchase Price, the "**Purchase Price**"). The Purchase Price includes all taxes and other charges such as packaging, shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. No extra charges of any kind shall be allowed unless specifically agreed to in writing by Chobani.

(b) Supplier shall deliver invoices for delivered Products as provided in a Purchase Order submitted by Chobani, or if not so specified, upon completion of delivery to Chobani of the Products covered by the Purchase Order. All invoices shall be payable within 60 days or within 10 days with a 2% cash discount from Chobani's receipt of such invoice.

(c) Supplier guarantees that, throughout the Term of this Agreement, the Purchase Price shall be no less favorable than the lowest price that Supplier extends to any of its other customers for products comparable to the Products. In the event that Supplier sells or offers to sell to any other customers comparable products at a lower price than is then in effect under this Agreement, then the Purchase Price for all prior and subsequent deliveries of Products, as applicable, under this Agreement shall be adjusted automatically, without further action by the Parties, to such lower price. Supplier's invoices shall thereafter reflect such lower price, as subsequently adjusted in accordance with this Section 4 as well as issue applicable credits for prior deliveries, and if Chobani shall have paid invoices for which such lower price should have been in effect, Supplier shall promptly refund to Chobani any overpayment. For purposes of this Section 4, "**comparable products**" or "**products comparable**" shall mean products of substantially similar quality and volume.

(d) Supplier acknowledges that Chobani may secure preferred pricing for certain ingredients or materials used in the Products, which price(s) are lower than the price at which Supplier is able to procure the same ingredient(s) or material(s). Chobani may request Supplier to and Supplier shall upon receiving such request, purchase such ingredient(s) and/or material(s) from the identified supplier(s) at the lower pricing secured by Chobani or match the pricing offer by the identified supplier(s). The Purchase Price for the Products shall be reduced to reflect the lower ingredient(s) and/or material(s) pricing.

(e) During the Term and for 5 years thereafter, Supplier agrees to make and keep accurate books and records currently updated with respect to invoices and pricing information relating to Supplier's customers to which it supplies comparable products. Supplier agrees to make such books and records available on a confidential basis to an independent auditor or other third party selected by the Parties to confirm compliance with Section 4(c).

5. Purchase Orders; Change Orders.

(a) Chobani shall submit Purchase Orders to Supplier for the Products to be purchased hereunder. Any ordering information received by Supplier other than in a Purchase Order shall not be deemed a valid order issued by Chobani. A Purchase Order shall be deemed accepted by Supplier upon Supplier's confirmation of such order in writing or by electronic means or upon Supplier's commencement of performance of the Purchase Order, whichever occurs first.

(b) Once a Purchase Order is accepted by Supplier, it shall be a firm order subject to the terms and conditions of this Agreement, and Supplier shall be obligated to supply the quantity of Products set forth in the Purchase Order, to the locations and on the dates set forth therein, all in accordance with the terms and conditions of the Purchase Order and this Agreement. Each Purchase Order shall specify the quantity of Products ordered, the aggregate Purchase Price for Product quantities, the address for delivery and the required delivery date of all quantities so ordered, the Purchase Order number, and any other terms and conditions relevant to the particular Purchase Order (i.e., those terms and conditions that are not preprinted).

(c) Chobani shall have the right at any time to make changes to a Purchase Order issued hereunder. If any such changes cause an increase (or decrease) in the cost or the time required for performance of such Purchase Order, an equitable adjustment shall be made and the Purchase Order shall be modified in a writing signed by Chobani and provided to Supplier to reflect such changes; provided, however, Chobani shall have the right, at no cost or expense to Chobani and without Supplier's consent, to reschedule the delivery date(s) of Products ordered, provided it shall give written notice of such rescheduled delivery. Subject to compliance with this subsection (c), Supplier agrees to accept changes to the Purchase Order. Nothing contained in this Section 5 shall relieve Supplier from its obligation to proceed without delay in the performance of the Purchase Order in accordance with such change order.

6. Specifications. Supplier shall procure, manufacture, process, preserve, package and ship the Products in accordance with the specifications provided by Chobani as set forth in Schedule E to this Agreement (as the same may be altered and modified by Chobani in accordance with the terms hereof) (collectively, the "**Specifications**") and shall deliver the Products to Chobani on a timely basis in accordance with Purchase Orders issued by Chobani hereunder. Chobani reserves the right to alter and/or modify the Specifications at any time upon written notice to Supplier, and Supplier shall implement such changes as agreed upon at such time after receipt of such notice, but no later than 30 days. If any such alteration or modification results in a material increase or decrease in cost to Supplier, the Purchase Price for the Products shall be adjusted upward or downward as shall be mutually agreed upon between the Parties in writing to reflect such increase or decrease in costs. Any deviation by Supplier from the Specifications in effect at any time during the Term of this Agreement shall be made only with Chobani's prior written consent.

7. Quality Assurance.

(a) Supplier represents, warrants and covenants that during the Term: (i) Supplier shall follow good manufacturing practices and preventive controls in the production of the Products consistent with industry standards; (ii) Supplier shall comply with all Applicable Laws governing its performance of this Agreement, including the [planting, growing, harvesting, procurement, manufacturing, processing, preserving, packaging and handling of the Products and all ingredients, components or other materials forming part of or incorporated into the Products]; and (iii) the Purchase Price and all terms of purchase and any allowances made available to Chobani hereunder will comply with all Applicable Laws. For purposes of this Agreement, "**Applicable Laws**" means any statute, law,

ordinance, rule or regulation promulgated by any federal, state, local or foreign government or court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority (including, the Federal Food, Drug, and Cosmetic Act (the “**Federal Act**”), the Food Safety Modernization Act, the Fair Labor Standards Act, the Federal Insecticide, Fungicide and Rodenticide Act, and the Food Quality Protection Act, each as amended, modified, supplemented or replaced from time to time).

(b) Without limiting the foregoing, with respect to every Purchase Order for Products, Supplier represents, warrants and covenants to Chobani that all Products delivered pursuant thereto: (i) conform in all respects to the Specifications and to recognized commercial standards of quality and function; (ii) are fit for their intended purpose and are merchantable, in addition to any other implied warranties under Applicable Law; (iii) inclusive of any associated Intellectual Property Rights (as herein defined) and Chobani's use thereof, do not and shall not infringe upon any third party's Intellectual Property Rights or any other proprietary rights, whether contractual, statutory or common law; (iii) if intended for human consumption, are wholesome and fit for human consumption, are of good quality, including good taste, texture, smell and coloring, have the remaining shelf life upon delivery to Chobani set forth in the Specifications, and are in compliance with all applicable Kosher requirements; (iv) do not consist of genetically modified organisms; nor do the raw materials used to create the Products consist of genetically modified organisms; (v) were not produced and do not contain ingredients or materials that were produced using human trafficking or slavery, and all ingredients, components and other materials forming part of or incorporated into the Products comply with all Applicable Laws regarding human trafficking and slavery of the country or countries in which Supplier or its suppliers conduct business; and (vi) are delivered to Chobani with good and marketable title, free and clear of all adverse claims, liens and encumbrances.

(c) Supplier guarantees and warrants that articles of food sold by Supplier to Chobani hereunder: (i) are not adulterated or misbranded within the meaning of the Federal Act, and are not articles which may not, under the provisions of the Federal Act, be lawfully introduced into interstate commerce; (ii) are of merchantable quality and fit for the intended purposes; (iii) are not adulterated, mislabeled, misbranded, or packaged in misbranded packages, within the meaning of the Federal Hazardous Substance Act, any state pure food and drug act, or any other Applicable Law; (iv) are not in violation of California Proposition 65; (v) are produced in conformity with United States Department of Agriculture or the U.S. Food and Drug Administration standards or guidance for antibiotics, aflatoxins, pesticides and heavy metals residues in relevant food products; (vi) are not articles of food, drug, or cosmetic which is in violation of, or which cannot be legally transported or sold under, the provisions of Applicable Law; and (vii) contain only ingredients that are authorized for use in said articles by an FDA-approved food additive regulation, by a valid prior sanction and/or by a determination of “GRAS” (“generally recognized as safe”) status not objectionable to FDA. Supplier further guarantees and warrants that it shall not deliver any Products that are the subject of: (x) a consumer complaint; (y) any citation or regulatory action by any federal, state, local or foreign authority or regulatory agency that relates to the quality and/or safety of the Products; or (z) any mold, bacterial, chemical, pesticide or other contamination of any of the Products or other condition of any of the Products that violates or may violate any Applicable Laws.

(d) Supplier shall provide Chobani or Chobani's designee access to its facilities in order to conduct an annual audit (or, in Chobani's reasonable discretion, a more frequent audit, in the event of material deviations in Product, service or facilities) of Supplier's manufacturing and preventive control practices; for the purpose of such an audit Supplier will provide access to its process and quality control records for the lots of Product shipped to Chobani. Supplier shall reimburse Chobani for all reasonable expenses incurred for annual audits conducted by Chobani of Supplier's facilities, including all travel expenses.

(e) Supplier is fully responsible for the food safety of its suppliers to produce ingredients made for the Product. Chobani has the right to conduct a risk assessment of any materials used in the Products. Accordingly, Supplier must grant Chobani access to its suppliers' relevant food safety data and grant Chobani the right to audit the Supplier's supplier site. This will in no way relieve Supplier from full responsibility and liability for their supplier's food safety.

(f) Supplier shall adhere to and be in full compliance with Chobani's micro and pathogen pre-shipment program, as communicated by Chobani and as directed by Chobani's Quality department.

(g) Supplier shall fully comply with Chobani's Do Not Use List (attached hereto as Schedule F), as amended by Chobani from time to time.

(h) As applicable, Supplier shall, for each Product shipped to Chobani hereunder, provide Chobani with a Certificate of Analysis (a "COA") and/or a Certificate of Conformance (a "COC). Each COA/COC shall comply with the National Institute of Standards and Technology (NIST) ISO Guide 31 (as amended), and include the information set forth in Schedule B (as the same may be amended and modified by Chobani in accordance with the terms hereof). Any Products which do not comply with NIST pursuant to the COA may be rejected at the sole discretion of Chobani.

(i) Supplier shall provide Chobani with at least 45 days advance written notice of any proposed change in (i) the country from which raw materials and/or ingredients in the Products were sourced and/or (ii) Supplier's suppliers of raw materials and/or ingredients in the Products. Supplier shall send Chobani samples of such impacted Products for its internal testing, and such impacted Products shall not be shipped as part of the Product inventory in fulfillment of a Purchase Order until Chobani has approved the same.

(j) Supplier shall, at all times during the Term, maintain a valid third-party audit based on recognized standards with a rating of "Good" or "Excellent", and shall deliver to Chobani copies of any updates, renewals, modifications, cancellations or other changes to such audit reports promptly upon Supplier's receipt or other notice of the same. Further, Supplier will promptly notify Chobani of all inspections by any governmental or regulatory authorities of its facility(ies) where Product(s) is manufactured or any other auditing/certification organizations relevant to the quality or safety of the Products or the certification status of the facility (ies). Supplier will provide promptly to Chobani copies of all notices or other written communications (including reports) from any governmental or regulatory authority or any other certification organization pertaining to its facility (ies), the Products or affecting Supplier's obligations under this Agreement and promptly take any necessary corrective action. Chobani may suspend performance under this Agreement until Supplier has taken corrective action satisfactory to Chobani to comply with the requirements of this Section 7(g) (that is, to regain a third-party audit rating of "Good" or "Excellent" or otherwise satisfactorily respond to the quality, safety or certification concerns identified by governmental or regulatory authorities or other certifying organizations) and may exercise, in addition to any rights or remedies available to it hereunder (or at law or equity), its Right to Cover, as provided in Section 10(b). Supplier shall not outsource or relocate production/manufacturing of the Product(s) to a different facility until the facility is approved by Chobani.

(k) The Products shall be manufactured in Supplier's manufacturing facilities identified on Schedule G to this Agreement.

(l) In accordance with Chobani's Supplier Corrective Action Preventive Action ("CAPA") program, Supplier shall respond to Chobani's Supplier Corrective Action Report ("SCAR") in a timely manner (but in no event more than 10 business days from Supplier's receipt of a SCAR) with a responsive CAPA report, which report shall: identify the root cause of the SCAR subject matter; outline Supplier's detailed action plan (including time-line) to correct the SCAR subject matter; identify how Supplier intends to prevent a recurrence of the SCAR subject matter; and plans for affected Product disposition ("**Corrective Action**"). An extension for the 10 business days shall be granted only upon the written consent of Chobani. Supplier shall be liable for any reasonable costs incurred by Chobani due to the non-conformance or other deviation identified in the SCAR report. Unless Chobani grants an extension in writing to Supplier, Supplier shall implement all Corrective Action within 30 days of submission of the Corrective Action to Chobani. In the even the Corrective Action may not be implemented within such time period, Supplier shall provide Chobani with its documented plan of implementation with anticipated dates and actions and such plan must be approved in writing by Chobani. Chobani reserves the right to terminate this Agreement, any

schedule hereto and/or discontinue an affected Supplier location if such Corrective Action is not implemented to its reasonable satisfaction within such time period.

(m) In the event of a recall or market withdrawal (as the terms are defined under 21 CFR 7.3) or any seizure (as that term is defined under the Federal Act and applicable federal regulations) of Chobani products, containing any Products delivered hereunder, and in the event such recall, market withdrawal, or seizure has resulted from any act or omission of Supplier or of any of its suppliers or subcontractors which, for the avoidance of doubt, would require Supplier's indemnification of Chobani under this Agreement, Supplier shall immediately reimburse Chobani for all direct and indirect out-of-pocket expenses incurred by Chobani in connection with such recall or seizure. This Section 7(k) shall be in addition to any other rights or remedies of Chobani under this Agreement (or at law or equity) in the event of such a recall or seizure and shall survive any expiration or termination of this Agreement.

(n) Supplier agrees that the warranties contained herein shall: (i) be in addition to, but not limited by, any other warranties of Supplier, or any manufacturers' warranties, either express or implied by Applicable Law; (ii) survive Chobani's acceptance of and payment for any Products; and (iii) continue for the longest of (A) the period provided by Applicable Law, (B) twelve (12) months from the date of acceptance of the Products by Chobani in accordance with this Agreement, or (C) the guarantee period (or comparable terminology) set forth in the applicable Purchase Order or the Specifications.

(o) In the event Supplier breaches any portion of this Section 7, Chobani shall, in its sole discretion, have the right to (i) terminate this Agreement, the applicable schedule and/or discontinue an affected Supplier location as set forth in Section 1, (ii) agree to alter the Specifications of the Product(s) delivered to Chobani to the non-conforming Specifications or (iii) reject the Product as set forth in Section 8 and purchase the Product from one or more other suppliers subject to the Right to Cover in Section 10(b).

(p) Any and all costs, expenses, damages, liabilities and/or losses (including reasonable attorneys' fees and expenses and costs of return of Product to Supplier or disposal of Product) incurred by Chobani due to Supplier's breach of any provision of this Section 7 shall be borne by Supplier.

8. Rejection Rights.

(a) Every Product delivered hereunder (whether fully paid for, partially paid for or not paid for) is subject to inspection, testing and approval by Chobani before Chobani's acceptance thereof. Use of the Products for the purpose of testing shall not constitute an acceptance of the Products. Chobani shall have the right to inspect or to be present at any test performed on the Products prior to shipment, but no such inspection or observation of any test shall be regarded as an acceptance of the Products or vary Chobani's right to conduct tests upon and after receipt of the Products.

(b) Payment for any Product shall not be deemed an acceptance thereof. The acceptance of late or defective deliveries of the Products shall not be deemed a waiver by Chobani of its right to cancel the order or its right to refuse to accept further deliveries of the Products, or to exercise any other right or remedy under this Agreement or under Applicable Law.

(c) In addition to any other rights or remedies it may have hereunder (or at law or equity), Chobani expressly reserves the right, without liability hereunder, at its sole discretion, to refuse acceptance of or to reject Products ("**Rejected Products**") that (i) do not conform in all respects to (A) the Specifications, (B) any instructions contained in the applicable Purchase Order or this Agreement, or (C) the representations and/or warranties set forth in this Agreement; (ii) as applicable, do not comply with the NIST pursuant to the COA, as set forth in Section 7(e); (iii) are shipped contrary to the instructions of Chobani, including instructions relating to containers and shipments made in advance of delivery schedules specified in the applicable Purchase Order; (iv) are in excess of the quantities specified in the applicable Purchase Order or this Agreement; or (v) violate Applicable Laws. In the event that any of the issues set forth in this Section 8(c) arise on a recurring basis or involve food safety and/or

production delays/shortages, Chobani shall have the right to terminate this Agreement, the applicable schedule and/or discontinue an affected Supplier location upon written notice to Supplier.

(d) Chobani shall hold any rejected Products for Supplier's instructions, at Supplier's sole risk and expense (including storage charges); provided, however, that Chobani shall have no obligation to preserve rejected Products for Supplier for more than seven (7) days after notification to Supplier of such rejection. In the event Chobani elects, in its sole discretion, to return or dispose of the Products, such cost of return or disposal shall be at the expense of Supplier, unless the Products were wrongfully rejected by Chobani. In the absence of instructions from Supplier within the seven (7) day period referred to above, Chobani may, in its sole discretion, destroy or sell at a public or private sale any rejected Products and apply the proceeds, if any, first toward any storage charges.

(e) At Chobani's option, Chobani may (i) demand a full refund or credit with respect to the non-conforming Products; (ii) require Supplier to replace the non-conforming Products with conforming Products at no additional cost to Chobani; (iii) require Supplier to modify the non-conforming Products so that they meet the applicable requirements (including those set forth in the Specifications); or (iv) accept the non-conforming Products subject to receipt of a refund or credit in an amount Chobani reasonably determines to represent the diminished value of the non-conforming Products. Rejected Products shall not be replaced without written authorization from Chobani. Supplier shall not sell or remove from Chobani premises or storage facilities arranged by Chobani any non-conforming Products without the prior written consent of Chobani.

(f) Supplier shall pay the cost of inspection of Products properly rejected and all return transportation, storage, disposal and other charges with respect thereto.

9. Ownership of Intellectual Property Rights.

(a) All intellectual property and other proprietary rights, including all trademarks, service marks, trade names, trade dress, logos, copyrights, patents and patent applications, rights in inventions and all trade secrets, know-how, specifications, ingredients, characteristics, drawings, formulae, recipes, processes, and all other confidential and proprietary information ("**Intellectual Property Rights**") owned by or licensed to a Party shall be and at all times remain the exclusive property of such Party (or the applicable licensor). Without limiting the foregoing, Chobani shall be the sole owner of all right, title and interest, including with respect to Intellectual Property Rights, in and to the Specifications relating to the Products (including any formulae and recipes related thereto) that Supplier is preparing, manufacturing or processing on behalf of Chobani, and any modifications thereto, and Supplier shall not use such Specifications (or any other Intellectual Property of Chobani) beyond the purpose of performing the obligations under this Agreement, including manufacturing and supplying Products only to Chobani pursuant to this Agreement. Supplier hereby assigns and agrees to assign any and all Intellectual Property Rights related to the Specifications and the Products and all corresponding rights that Supplier may claim with respect thereto and that, now or after the date of this Agreement, may be secured throughout the world in connection with such Specifications and Products.

(b) Any Newly Developed Intellectual Property (as herein defined) constitutes "works made for hire" for Chobani, and Chobani will be considered the author and will be the owner of the Newly Developed Intellectual Property and all Intellectual Property Rights embodied therein or related thereto. If any Newly Developed Intellectual Property does not qualify for treatment as "works made for hire", or if Supplier retains any interest in any Newly Developed Intellectual Property for any other reason, Supplier hereby assigns, and will assign, to Chobani all ownership and interest in such Newly Developed Intellectual Property.

(c) Supplier acknowledges that all Supplier Personnel (as defined in Section 11) have executed appropriate agreements with Supplier so that Supplier may fulfill Supplier's obligations under this Section 9. "**Newly Developed Intellectual Property**" means, other than Intellectual Property Rights owned by or licensed to Supplier prior to the Effective Date, any and all Intellectual Property Rights created, developed or otherwise resulting from any work provided or services performed by any or all of the Parties, including but not limited to, the agents, partners or representatives of the Parties, under this Agreement in connection with the Specifications and the Products.

10. Time of the Essence.

(a) Chobani's production schedules are based upon the Parties' agreement that the Products will be delivered to Chobani by the date or dates specified in a Purchase Order issued under this Agreement. Supplier acknowledges that it is essential that Chobani not only be supplied with the Products hereunder, but that Chobani receive such Products consistent with the terms of this Agreement, including the Specifications, in a timely manner and that Chobani will suffer damages if Supplier fails to deliver such quantities of acceptable Products in a timely manner as specified in the applicable Purchase Order. Time is therefore of the essence in Supplier's performance of its obligations under this Agreement and any Purchase Order. Products shipped to Chobani in advance of the schedule provided for herein may, at Chobani's sole discretion, be rejected or returned to Supplier at Supplier's expense. Any provision herein for delivery of items by installment shall not be construed as rendering the obligations of Supplier severable. Except as provided in subsection c below, any delay or default in delivery by Supplier shall be grounds for immediate termination of this Agreement by Chobani. Supplier shall notify Chobani in writing within 24 hours after the occurrence of any event that could reasonably be expected to give rise to the delay in Supplier's performance hereunder, including delivery of any of the Products. Failure to give such notice shall render Supplier liable for all damages to Chobani resulting from such delay, in addition to and without limiting any other remedies available to Chobani hereunder.

(b) In addition to (but not in limitation of) all other rights and remedies available to Chobani hereunder (or at law or equity): (i) in the event of Supplier's failure to deliver conforming Products in a timely manner on the date or dates specified in a Purchase Order or (ii) in the event that Chobani shall have reasonable ground for insecurity with respect to Supplier's timely delivery of conforming Products on the date or dates specified in a Purchase Order and Supplier being unable to provide Chobani with reasonably adequate assurance of its ability to perform within five (5) days of its receipt of written request from Chobani for such assurance, Chobani may procure a substitute for the Products from one or more other suppliers, and Supplier shall reimburse Chobani the amount the purchase price paid by Chobani for such substitute products exceeds the Purchase Price for such Products that would have been paid hereunder, plus any reasonable incremental out of pocket expenses incurred by Chobani to purchase substitute products to cover Supplier's nonperformance (the foregoing being Chobani's "**Right to Cover**").

11. Indemnification. Supplier shall indemnify and hold harmless Chobani and its affiliates and the officers, directors/managers, stockholders/members and employees of each of them, from and against any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees and expenses and costs of collection) (collectively, "**Claims**") relating to or arising out of (a) Supplier's storage, handling, sale or distribution of Products under this Agreement; (b) Supplier's (including any employees, consultants, agents, suppliers or subcontractors of Supplier (collectively, "**Supplier Personnel**")) performance of this Agreement and any Purchase Order issued hereunder; (c) Supplier's breach of any representation, warranty, covenant or other obligation under this Agreement, including any failure by Supplier to deliver quantities of acceptable Products in a timely manner as specified in the applicable Purchase Order; (d) Supplier's actual or threatened violation of any Applicable Law; (e) infringement of Intellectual Property Rights of a third party; (f) the death of, or injury to, any person, or damage to any person's property, resulting from a Product; or (g) any negligence, gross negligence or intentional misconduct of Supplier (including Supplier Personnel); provided that the indemnity under this Section 11 shall not apply if any Claim is solely caused by (y) Supplier's strict compliance with the Specifications, or (z) the gross negligence or willful misconduct of Chobani. This indemnity will survive Chobani's acceptance of or payment for any Products hereunder or any cancellation of a Purchase Order issued hereunder. This indemnity will not be limited in any manner whatsoever by insurance coverage maintained by Supplier.

12. Insurance.

(a) Supplier shall, at its own expense, secure and maintain throughout the Term of this Agreement, insurance coverage in amounts not less than the following:

(i) Workers compensation coverage providing statutory limits of liability, plus employers liability limits of not less than \$1,000,000 per disease/accident/ employee, which policy will contain a waiver of subrogation in favor of Chobani;

(ii) Commercial General Liability Insurance (including coverage for product Liability and contractual liability assumed by Supplier under this Agreement as well as for bodily injury, personal injury and property damage) with limits of not less than \$5,000,000 per occurrence. This coverage may be provided with a combination of primary (not less than \$1,000,000 per occurrence) and excess insurance policies; and

(iii) Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased and hired vehicles, providing coverage for bodily injury and property damage liability with combined single limits of not less than \$1,000,000 per occurrence, unless a greater amount is required by Applicable Law.

(b) Supplier shall further secure and maintain throughout the Term of this Agreement such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place, including:

(i) Professional Liability (also known as Errors and Omissions Liability) and Cyber Risk Insurance covering acts, errors and omissions arising out of Supplier's operations or its performance hereunder in an amount not less than \$5,000,000 per occurrence;

(ii) All-risk property insurance covering loss or damage to Supplier-owned or -leased equipment and other tangible assets used in the production of the Products in an amount not less than the full replacement cost of such equipment and assets;

(iii) Product Recall/Contamination insurance coverage with limits of not less than \$10,000,000 per event. Coverage must include third party covered losses; and

(iv) Insurance required by contractors or general contractor documents, each such policy to be in the amount stipulated in the general contractor documents.

(c) On or before the Effective Date and upon Chobani's request thereafter, Supplier shall provide Chobani certificates of insurance setting forth the coverage as required above, together with the insurance company's name, policy number and expiration dates of insurance. Supplier shall add Chobani as an additional insured on its Commercial General Liability policy and such coverage shall be primary and non-contributory to any applicable coverage carried by Supplier. Chobani shall be given not less than thirty (30) days prior written notice of cancellation, reduction or non-renewal of any policy of insurance required hereunder. Failure of Supplier to provide the certificates referenced hereunder, or failure of Chobani to hereafter specifically request such certificates, shall in no way limit or release Supplier of its obligations or liability hereunder. Supplier's obligation to provide the insurance specified herein shall not limit or expand in any way any obligation or liability of Supplier hereunder or under any Purchase Order issued pursuant hereto. Supplier waives its right of subrogation against Chobani.

13. Confidentiality. Supplier shall obtain Chobani's written consent prior to any publication, presentation, public announcement or press release concerning its relationship with Chobani. Each party agrees to keep confidential information not generally known to the public, the terms of this Agreement, including without limitation, each schedule, all information, inventions and Specifications concerning the Product and services to be provided hereunder, as well as any other information, trade secrets, or material of which the receiving party may come into possession or may have already come into possession prior to the date hereof ("Confidential Information"). The receiving party may disclose Confidential Information to its employees and independent contractors, who have a need to know, for the purposes of this Agreement, and who are bound to protect the Confidential Information from unauthorized use and disclosure under the terms of a written agreement. The

receiving party may only disclose the Confidential Information disclosed by or on behalf of the disclosing party (a) to the receiving party's Representatives who need to know such information for the purpose of this Agreement and who are bound (by contract, fiduciary duty or otherwise) to protect and not disclose such Confidential Information as required hereunder, or (b) with the prior written consent of the disclosing party. As used herein, (x) "Representatives" shall mean a Party's and its affiliates' respective directors, officers, employees, agents, legal, accounting, professional and financial advisors. The receiving party may disclose Confidential Information to the extent required by law, rule or regulation, but must (to the extent legally permissible) promptly notify the disclosing party of the existence, terms and circumstances surrounding such requirement and give the disclosing party a reasonable opportunity to obtain a protective order or other appropriate remedy to resist or narrow such disclosure and/or waive compliance with the relevant provisions of this Agreement. The receiving party hereby agrees that it is responsible for breaches of this provision by all third parties to whom it discloses the disclosing party's Confidential Information. The confidentiality and nonuse obligations hereunder shall remain in effect for a period of five years from the date of last disclosure of any Confidential Information hereunder. Notwithstanding the foregoing, the confidentiality and nonuse obligations with respect to any Confidential Information that constitutes a trade secret shall continue in effect for so long as such Confidential Information remains a trade secret. Upon termination of this Agreement, the receiving party agrees to promptly deliver to the disclosing party all documents, materials, notes, samples and other tangible items in the receiving party's possession or control that contain, relate to, or are connected in any way with the disclosing party's Confidential Information.

14. Equal Employment Opportunity. Chobani is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

15. Notices. Any notices, consents, waivers and other communications hereunder shall be in writing and effective upon receipt, and shall be sent either (a) in person, (b) by registered or certified mail, postage prepaid and return receipt requested, (c) via email with confirmation of receipt requested, or (d) by overnight courier service, and addressed to the Party to receive such notice or communication at the addresses set forth on the Cover Page and with respect to notice to Chobani, with a copy to Chief Legal Officer and General Counsel, Chobani, LLC, 200 Lafayette, NY, NY 10012; legal@chobani.com.

16. General.

(a) **Survival.** Any provisions of this Agreement that by their terms or nature will or may entail obligations to be performed after expiration or termination of this Agreement shall survive such expiration or termination until they are performed. Without limiting the foregoing, and notwithstanding anything herein to the contrary, the following provisions shall survive indefinitely the expiration or termination of this Agreement for any reason: Sections 7, 9, 11, 13, 14 and this Section 16.

(b) **Independent Contractor.** The relationship created by this Agreement is that of an independent contractor. Nothing contained in this Agreement shall be construed to constitute either Party (or any of Supplier's subcontractors or agents) as an employee or agent of the other, nor shall either Party have any authority to bind the other in any respect, it being intended that each Party shall remain an independent contractor responsible for its own actions.

(c) Entire Agreement; No Waiver; Amendment. This Agreement, including the Master Supply Agreement, these Terms and Conditions and all schedules hereto constitute the complete agreement and understanding between the Parties in respect of the matters dealt with herein and supersedes and preempts any prior understandings, agreements or representations by the Parties, written or oral, with respect to the subject matter hereof in any way. The failure of any Party at any time or times to require performance of any provision hereof will in no manner affect its right at any later time to enforce such provision. No waiver by either Party of any condition or of any breach of any term, covenant or representation or warranty contained in this Agreement, including by course of dealing, will be effective unless given in writing, and no waiver in any one or more instances will be deemed to be a further or continuing waiver of any such condition or breach in other instances or waiver of any other condition or breach of any other term, covenant, representation or warranty. The remedies available hereunder are cumulative, and the exercise of any one or more of the remedies provided herein or otherwise available in law or in equity shall not be construed as a waiver of any of the other remedies available. This Agreement can be amended only by a writing signed by both Parties hereto.

(d) No Third Party Beneficiaries. Unless expressly provided in this Agreement, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(e) Assignment; Subcontractors.

(i) This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. Chobani may assign its rights and obligations under this Agreement to its affiliates and in connection with a merger, sale of the business or by operation of law. Any assignment of this Agreement or transfer of any rights under this Agreement, in whole or in part, by Supplier shall require the prior written consent of Chobani. Any attempted assignment or delegation in violation of the foregoing shall be null and void and of no force or effect.

(ii) Without limiting the foregoing, Supplier may not subcontract any of its rights or obligations hereunder without Chobani's prior written consent. If Chobani consents to the use of a subcontractor, Supplier will: (i) guarantee and remain liable for the performance of all subcontracted obligations; (ii) indemnify Chobani for all damages and costs of any kind incurred by Chobani or any third party and caused by the acts or omissions of any subcontractor; and (iii) timely make all payments owing to its subcontractors. If Supplier fails to timely pay a subcontractor for work performed, Chobani will have the right, but not the obligation, to pay the subcontractor and offset any amount due to Supplier by any amount paid to the subcontractor. Supplier will defend, indemnify and hold Chobani harmless for all damages and costs of any kind incurred by Chobani and caused by Supplier's failure to timely pay a subcontractor.

(iii) Any attempted assignment or delegation in violation of the foregoing shall be null and void and of no force or effect.

(f) Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the rights, remedies and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be invalid, illegal or unenforceable unless to do so would contravene the present valid and legal intent of the Parties. The Parties agree to negotiate in good faith to replace any missing, invalid, illegal or unenforceable provision with a valid, legal or enforceable provision which most closely reflects the intent and economic effect of the missing, invalid, illegal or unenforceable provision.

(g) Schedules. The Schedules to this Agreement, as amended, modified and/or supplemented, are incorporated into and are a part of this Agreement. Capitalized terms used in the Schedules shall have the same meanings ascribed to them in this Agreement.

(h) Interpretation. The headings in this Agreement and the Schedules are for convenience of reference and are not a part of this Agreement and shall not affect the meaning or construction of any of its provisions. Where the context so requires, the use of the singular form herein shall include the plural, and the use of the plural form the singular, and the use of any gender shall include any and all genders. The words "herein," "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or clause and the words "including" and "include(s)" shall be deemed to be followed by "without limitation".

(i) Governing Law. This Agreement and its application shall be governed by applicable federal law and the laws of the State of New York, without regard to its conflicts of law principles.

(j) Supplier Quality Expectation Manual. Supplier agrees to comply with the obligations outlined in the Chobani Supplier Quality Expectation Manual as set forth in Schedule H and as amended from time to time by Chobani.

(k) Supplier Ingredient Request Form. Supplier represents that all information submitted and executed by it in the Supplier Ingredient Request Form is accurate.

(l) Code of Conduct. Supplier agrees to comply with the Code of Conduct as acknowledged and agreed in writing to Chobani.

(m) FCPA Compliance. In conformity with the US Foreign Corrupt Practices Act, or any other applicable anti-corruption law, and Chobani's guidelines related thereto, Supplier shall not directly or indirectly make an offer, payment, promise to pay, authorize payment, promise to give, or otherwise induce the giving of anything of value for the purpose of influencing an act or decision of an official of any government entity, political party or office (including a decision not to act) to affect any act or decision in order to assist Supplier or Chobani, in obtaining, retaining or directing any business. Any violation of this provision is considered a material breach of contract, allowing for immediate termination by Chobani without notice or opportunity to cure, and Supplier will indemnify Chobani for associated costs.

(n) Mutual Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF A PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.