

Chobani

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Offer and Acceptance. Chobani hereby offers to purchase from Seller the Products and/or Services described on the face of the Purchase Order and any attachments and exhibits, whether physically attached or expressly incorporated by reference as well as a Quote, Estimate, Proposal, SOW or similar document accepted by Chobani and reflected on an invoice approved by Chobani (collectively the "**Purchasing Document**") subject to these Standard Terms and Conditions of Purchase (the "**Terms**"). Any term or condition different from or in addition to the terms of the Purchasing Document, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence of Seller, irrespective of the timing, shall not form a part of the Purchasing Document and is hereby expressly rejected, even if Seller purports to condition its acceptance of the Purchasing Document on Chobani's agreement to such different or additional term or condition. Seller's acceptance of the Purchasing Document, commencement of performance of the Purchasing Document (including, commencement of Services, the making or delivery of Products or ordering of materials), whichever occurs first, shall constitute Seller's acceptance of the Purchasing Document and/or performance of the delivery of Products and/or Services hereunder.

2. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 21 below.

3. Price and Payment Terms. (a) The price payable by Chobani for the Products and/or Services is the price for the Products and/or Services appearing on the face of the Purchasing Document. If no price appears on the Purchasing Document, the price for the Products and/or Services shall be the price from the most recent order between Chobani and Seller, if any, and shall not be higher than that last quoted by Seller. The price is not subject to increase. Seller warrants that any prices, rates, discounts and allowances on the Products and/or Services are not less favorable than the lowest price currently extended to any other customer of Seller for the same or like Products in equal or lower quantities and/or for the same or like Services. Seller agrees to reduce prices or increase discounts and allowances, prospectively in the event of any general price reduction or cost reduction and retroactively in the event that more favorable terms have been made available to other customers of Seller during the term of the Purchasing Document. (b) Unless otherwise specified in the Purchasing Document, the price for the Products and/or Services includes all taxes and other charges such as packaging, shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. (c) Seller represents and warrants to Chobani that the price for the Products and/or Services and all terms of purchase and any allowances made available to Chobani under the Purchasing Document comply (and will comply) with all Applicable Law. (d) Seller shall deliver invoices upon completion of delivery to Chobani of the Products/Services covered by the Purchasing Document. All undisputed invoices shall be payable within 60 days or within 10 days with a 2% cash discount from Chobani's receipt of such invoice. All invoices shall be submitted to payables@chobani.com. All invoices must include the Purchase Order number and, if required in the Purchasing Document, (i) Seller's certification of conformance of the Products and/or Services to the Specifications, and (ii) a lien release.

4. Delivery and Risk of Loss. (a) Unless otherwise expressly instructed by Chobani, Seller will deliver all Products to Chobani's facility at the address set forth in the Purchasing Document. Shipping terms are F.O.B. Chobani's facility per UCC (or DAP Chobani's facility per INCOTERMS 2010 for international shipments). Seller assumes responsibility for all shipping and delivery charges including customs, duties, costs, taxes and insurance. The method of shipment shall be in accordance with the Purchasing Document or, if the Purchasing Document is silent on the method of shipment, as selected by Chobani. Title to the Products and risk of loss thereof shall remain with Seller until acceptance by Chobani. (b) Seller will preserve, pack, package and handle the Products so as to protect the Products from loss or damage and in accordance with best commercial practices in the absence of any Specifications Chobani may otherwise provide. Without limiting the foregoing, Seller shall observe the requirements of any local laws and regulations relating to hazardous materials, including, without limitation, with respect to the documenting, packing, labeling, reporting, carriage and disposal thereof. (c) Seller will include with each shipment of Products an itemized packing slip identifying the Purchase Order number, the part number (if applicable) for each of the Products, the quantity and a description of each of the Products, and the date of shipment.

5. Time is of the Essence. (a) Time is of the essence; Chobani's schedules are based upon Seller's performance of its obligations under the Purchasing Document, including delivery of the Products to Chobani and/or completion of the Services by the Delivery Date(s). Seller shall immediately notify Chobani upon knowing or suspecting that Seller will not be able to deliver the Products and/or complete the Services by the Delivery Date(s), shall state the reason for such failure and shall provide a new Delivery Date(s); provided, however, in the absence of Chobani's written consent, receipt of Seller's notice shall not constitute Chobani's waiver of Seller's obligations to deliver the Products and/or complete the Services by the Delivery Date(s) specified in the Purchasing Document. (b) If the Products are not delivered and/or the Services are not completed by the Delivery Date(s) specified in the Purchasing Document, Chobani may, without liability and in addition to its other remedies, cancel the Purchasing Document as to the non-conforming Products not yet delivered and/or non-conforming Services not yet completed, purchase substitute items or services elsewhere and charge Seller for any loss incurred, and/or reject such Products and/or Services. Chobani's acceptance of non-conforming Products (including quantities) and/or Services shall not be deemed a waiver by Chobani of its rights or remedies hereunder. (c) Products shipped to Chobani in advance of the Delivery

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Date(s) or in excess of the quantities specified in the applicable Purchasing Document may, at Chobani's sole discretion, be rejected or returned to Seller at Seller's expense. Any provision herein for delivery of Products by installment shall not be construed as rendering the obligations of the Seller severable. (d) Chobani will hold any rejected Products at Seller's sole risk and expense, including storage charges, while awaiting Seller's return shipping instructions. Seller will bear all return shipping charges, including insurance charges Chobani incurs on Seller's behalf. Chobani may, in its sole discretion, destroy or sell at a public or private sale any rejected Products for which Chobani does not receive return shipping instructions within a reasonable time (which shall be not more than two days from Seller's receipt of Chobani's notice of rejection), and apply the proceeds, if any, first toward any storage charges.

6. Inspection and Rejection. (a) All Products and/or Services (whether or not paid for, partially paid for or fully paid for) are subject to inspection, testing and approval by Chobani at any place that Chobani may reasonably designate before Chobani's acceptance. Chobani shall have the opportunity to conduct adequate tests to determine whether or not the Products and/or Services conform to the Specifications. Chobani shall have the right to inspect or to be present at any test performed on any Products prior to shipment but no such inspection or observation of any test shall constitute acceptance of the Products or vary Chobani's right to conduct tests upon and after delivery of the Products. Payment for any Products and/or Services prior to Chobani's timely rejection of such Products and/or Services as non-conforming will not be deemed to constitute Chobani's acceptance of the Products and/or Services. (b) If the Purchasing Document covers the design and/or construction of Products by Seller, Chobani's review or approval of Seller's designs, drawings or other material shall not relieve Seller of responsibility for errors in design, construction, or performance, nor constitute a waiver of Seller's responsibility for complying with any of the Specifications and other conditions of the Purchasing Document. (c) In addition to any other rights it may have, Chobani expressly reserves the right, without liability hereunder, to refuse acceptance of and/or reject any Product and/or Service that (i) does not conform in all respects to (A) any instructions contained in or the terms and conditions of the Purchasing Document, (B) the Specifications or (C) the warranties contained herein and, if broader, any other warranties made by Seller with respect to the Product and/or Service, notwithstanding Chobani's knowledge of a non-conformity, its substantiality or the cause of its discovery, (ii) are in excess of the quantities specified in the Purchasing Document, or (iii) violate Applicable Law. (d) At Chobani's option, Chobani may (i) return non-conforming Product to Seller for a full refund or credit; (ii) require Seller to replace the non-conforming Product with conforming Product and/or re-perform the Service at no additional cost to Chobani; (iii) require Seller to repair the non-conforming Product so that it meets the applicable requirements (including those set forth in the Specifications); or (iv) accept the non-conforming Product and/or Service subject to receipt of a refund or credit in an amount Chobani reasonably determines to represent the diminished value of the non-conforming Product and/or Service. Products and/or Services corrected or replaced by Seller shall be subject to all of the provisions of the Purchasing Document in the manner and to the same extent as Products and/or Services originally specified in the Purchasing Document.

7. Services. If the Purchasing Document covers the performance of Services for Chobani or involves operations by Seller on the premises of Chobani, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and shall indemnify and protect Chobani against all liability, claims or demands for injuries or damages to any person or property arising out of the performance of the Purchasing Document including the cost of defending against any such claim.

8. Product Safety. (a) Chobani shall have the right to inspect, without advance notice and during normal business hours: (i) the plant and/or manufacturing facilities of Seller at which Products are produced, (ii) all of the Seller's facilities and equipment relating to manufacture, storage and delivery of the Products and all components thereof, and (iii) the Products (prior to its shipment), to assure Seller's compliance with these Terms and Conditions. (b) Any Product which requires microbiological or chemical testing shall not be shipped or transferred without meeting or exceeding the standards for that Product, or obtaining prior written consent from Chobani's Quality Assurance Department. Seller agrees to pay the reasonable costs of the Product testing, shipping, inspection, and laboratory fees. (c) Seller shall maintain accurate records of all matters that relate to Seller's obligations hereunder in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit audit. (d) In the event of a recall or market withdrawal (as the terms are defined under 21 CFR 7.3) or any seizure of Chobani products containing any Products delivered by Seller, and in the event such recall, market withdrawal, or seizure has resulted from any act or omission of Seller or of any of its suppliers or subcontractors which, for the avoidance of doubt, would require Supplier's indemnification of Chobani under this Agreement, Seller 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 shall be in addition to any other rights or remedies of Chobani under these Terms (or at law or equity) in the event of such a recall or seizure and shall survive any expiration or termination of these Terms or any Purchasing Document.

9. Representations and Warranties. (a) Seller represents and warrants that, as of the earliest date of the Purchasing Documents (if multiple documents have been issued) and each Delivery Date(s): (i) (A) it has the full power to enter into the Purchasing Document and to perform its obligations under the Purchasing Document; (B) it has the right and unrestricted ability to assign the Products and/or Services, together with any associated Intellectual Property Rights to Chobani including, the right to assign any Products performed by Seller Personnel; and (C) the Products and/or Services, inclusive of any associated Intellectual Property Rights 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

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or common law; (ii) the Products and/or Services (A), if intended for human consumption, are fit for human consumption, are of good quality, including good taste, texture, smell and coloring, and are in compliance with all applicable Kosher requirements and any other requirements as determined by Chobani regarding the composition, processing, and/or sourcing of ingredients; (B) conform in all respects to the applicable Specifications and to recognized commercial standards of quality and function; (C) are free from defects including among others in design, material and workmanship; (D) are new and of high quality; (E) are performed and completed in a professional and workmanlike manner; (F) are furnished or installed in conformance with the manufacturer's recommendation and specifications, where applicable; (G) are fit for their intended purposes and use by Chobani and are merchantable; (H) were not produced and do not contain materials or ingredients which were produced using human trafficking or slavery; and all materials and ingredients incorporated therein comply with all laws, rules and regulations regarding human trafficking and slavery of the country or countries in which Seller or Seller's suppliers conduct business (I) it has not outsourced or relocated production/manufacturing of the Product to a different facility until the facility is approved by Chobani; and (J), in their final form and at all stages of production, comply with all Applicable Law; (iii) Seller has and is conveying to Chobani, good and, as applicable, marketable and transferable title to all Products, free and clear of any encumbrances, or deliverables resulting from the Services, provided hereunder, free from all liens and encumbrances; and (iv) Seller's provision of the Products and/or Services, including the production of all Products and the performance of all Services, complies and will comply with all Applicable Law. (b) ANY CONTRARY TERMS AND CONDITIONS OR OTHER ATTEMPTS BY SELLER TO DISCLAIM ANY SELLER WARRANTY, EXPRESS OR IMPLIED, PROVIDED UNDER THE UCC OR OTHERWISE, SHALL BE NULL AND VOID AND OF NO FORCE OR EFFECT WHATSOEVER. (c) Seller agrees that the warranties contained herein shall: (i) be in addition to, but not limited by, any other warranties of Seller, or any manufacturers' warranties, either express or implied by law, (ii) survive acceptance and payment by Chobani; and (iii) continue for the longest of (A) the period provided by Applicable Law, (B) 12 months from the date of acceptance by Chobani of the Products and/or Services or (C) the guarantee period (or comparable terminology) set forth in the Purchasing Documents or the Specifications (the "**Warranty Period**"). (d) In addition to any other rights and remedies to which Chobani may be entitled, during the Warranty Period, if Chobani shall discover that the Product is nonconforming or defective or otherwise not as warranted: (i) and such non-conformity or defect is discovered after installation, Seller shall pay the cost of removal and replacement with the proper Product plus the cost of making good all work damaged or destroyed by or as a result of the non-conforming or defective Product or the removal or replacement of same; and (ii) Seller shall pay all costs arising from repairing or replacing the non-conformity or defect and putting the Product once again into operation, or, if the Product forms part of a larger object, putting the larger object once again into operation; and if the non-conforming or defective Product forms part of a larger object, the 12- month period shall commence upon delivery of that larger object and incorporation of the Product into the larger object, irrespective of the party by whom the remaining part of that object was manufactured or delivered. Upon delivery of the replaced or repaired Product pursuant to subsection (d)(i) preceding, and from the time when the object is once again put into operation pursuant to subsection (d)(ii) preceding, the term of the relevant warranty shall commence anew.

10. Intellectual Property. (a) Any and all Materials that Seller prepares or creates in the performance of the Services rendered shall be a "work for hire" as defined in Section 101 of the Copyright Act of 1976, as amended. Chobani shall own the copyright in and to the Materials and may use and exploit them in its sole discretion. In the event that the Materials or any component of the Materials are deemed not to qualify as a "work made for hire", Seller hereby irrevocably assigns all right, title and interest in and to the Materials and all derivative rights therein to Chobani and the unqualified right to use the Materials in whole or in part, in Chobani's discretion, throughout the world in all languages and to reproduce the Materials in any medium now known or hereafter developed. Seller shall, at Chobani's expense, execute or have executed any and all documents prepared by Chobani, and do all other lawful acts as may be necessary, useful or convenient for Chobani to establish, document, and protect such rights. Seller shall acquire from each of Seller Personnel, if any, the necessary rights to all such works, trademarks, trade names, service marks, trade dress, logos, copyrights, designs, inventions, patents, trade-secrets, know-how, specifications, ingredients, characteristics, drawings, formulae, recipes and processes produced by such Seller Personnel, within the scope of their employment/engagement by Seller in performing Services or delivering Products. Seller shall obtain the cooperation of each such party to secure to Chobani or its nominees the rights Chobani may acquire in accordance with the provisions of this Section. Seller shall, upon Chobani's request, execute any necessary documents to direct issuance of patents or copyrights or other intellectual property of Chobani with respect to such works as are to be in Chobani's exclusive property as against Seller under this Section or to vest in Chobani title to such works as against Seller. (b) Each party owns all rights, title, and interests in and to any of its Preexisting Materials. Seller hereby grants Chobani a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and to grant sublicenses, to use and reproduce Seller's Preexisting Materials contained in the Materials, together with any new feature of design or improvement thereto. Seller shall provide or cause to be provided to Chobani a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and to grant sublicenses, to use and reproduce all third party Intellectual Property Rights incorporated into, required to use, or delivered with the Products and/or Services. (c) If a third party enjoins or interferes with Chobani's use of any Product and/or Service, then in addition to Seller's obligations herein, Seller will use its best efforts to (i) obtain any licenses necessary to permit Chobani to continue to use the Product and/or Service, including all associated Intellectual Property Rights; and (ii) replace or modify the Product and/or Service as

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necessary to permit Chobani to continue to use the Product and/or Service, including all associated Intellectual Property Rights; or if (c)(i) and (c)(ii) are not commercially reasonable, then (iii) promptly refund to Chobani the amount paid for any Product and/or Service, including all associated Intellectual Property Rights, the use of which has been enjoined or interfered with by a third party. (d) Seller shall not sell or distribute in any manner whatsoever to persons other than Chobani or parties designated in writing by a duly authorized officer of Chobani any Products and/or Service, including all associated Intellectual Property Rights, which in any way bear Chobani logos, trade names, trademarks or labels, even if the Products or Services were rejected by Chobani as non-conforming.

11. Ownership of Items. (a) All Items provided by Chobani to Seller, including samples and models, are and will continue to be Chobani's property. Seller will keep all Items segregated and clearly marked, and Seller will maintain a complete inventory thereof. (b) Seller shall retain all Items at its own risk. Seller shall insure such Items against all risks as long as they are in Seller's actual or constructive possession. Seller shall deliver all Items in a proper condition to Chobani simultaneously with the delivery of the last Product covered by the Purchasing Document, unless Chobani instructs otherwise in writing. (c) Seller shall not directly or indirectly infringe or permit the infringement of the Intellectual Property Rights of Chobani or any other person in respect of any Items. In particular, Seller shall not without Chobani's prior written consent use, or authorize or knowingly allow any third parties to use any Items in connection with or for any purpose other than the delivery of the Products and/or Services to Chobani.

12. Foreign Corrupt Practices Act. In conformity with the US Foreign Corrupt Practices Act, or any other applicable anti-corruption law, and Chobani's guidelines related thereto, Seller 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 Seller 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 Seller will indemnify Chobani for associated costs.

13. Changes. Chobani shall have the right at any time to make changes to any Purchasing Document. If any such changes cause an increase (or decrease) in the cost or the time required for performance of such Purchasing Document, an equitable adjustment shall be made and the Purchasing Document shall be reissued by Chobani to reflect such changes. Seller agrees to accept any such changes to a Purchasing Document. Nothing contained in this Section 13 shall relieve Seller from proceeding without delay in the performance of the Purchasing Document in accordance with such change order.

14. Binding Effect; Assignment, Subcontracting and Beneficiaries. (a) These Terms are binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. (b) Chobani may assign its rights and obligations under these Terms to its affiliates and in connection with a merger, sale of the business or by operation of law. Any assignment of these Terms or transfer of any rights under these Terms, in whole or in part, by Seller 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. (c) Seller will not enter into a subcontract with any person or entity for the performance of any obligations hereunder without the prior written approval of Chobani, which approval may be withheld in Chobani's sole and absolute discretion. Seller shall be solely responsible for the satisfactory performance of any obligations subcontracted hereunder and the acts, defaults, and omission of any Subcontractor notwithstanding the review, approval or other action taken by Chobani with regard to the selection of a subcontractor. Seller shall be responsible for the actions of the Subcontractor (and their laborers and suppliers) in the performance of the obligations subcontracted hereunder as if the actions were those of the Seller. The issuance of any subcontract will not relieve Seller of any of its obligations under these Terms. (d) The Purchasing Document is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Purchasing Document whether as a result of applicable legislation, custom or otherwise.

15. Confidentiality. Seller agrees to keep confidential all Confidential Information. Seller may disclose Confidential Information to its employees and independent contractors, who have a need to know, for the purposes of these Terms, and who are bound to protect the Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of Chobani. Seller hereby agrees that it is responsible for breaches of this provision by all third parties to whom it discloses Confidential Information. Upon termination or expiration of the Services or completion of delivery of Products under these Terms, Seller agrees to promptly deliver to Chobani all documents, materials, notes, samples, prototypes, and other tangible items in Seller's possession or control that contain, relate to, or are connected in any way with Confidential Information.

16. Termination/Cancellation. In the event of Seller's breach of any provision of any Purchasing Document and/or these Terms, Chobani shall have the right to cancel such Purchasing Document at any time without liability. Chobani shall also have the right to cancel all or part of any Purchasing Document without cause, at any time by written notice. Upon receipt of any notice of cancellation, Seller will inform Chobani of the status of all Products and/or Services as of the date of the notice, and Seller shall be entitled to receive payment for Services properly performed and conforming Products delivered prior to the date of termination.

17. Security Interest of Chobani. Seller grants to Chobani a security interest, to the extent any advance payment is

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made by Chobani, in any Products and Items made for or purchased under the Purchasing Document and agrees, promptly upon request of Chobani, to sign and deliver to Chobani appropriate UCC forms evidencing such security interest.

18. Indemnification. Seller shall indemnify, defend, and hold harmless Chobani and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, claims, actions, judgments, settlements, costs and expenses (including reasonable attorneys' fees and the costs of enforcing any right to indemnification under these Terms) relating to or arising out of or resulting from any claim, action or proceeding based upon or in any way related to (i) the Services provided by and/or the Products delivered by Seller hereunder, (ii) the infringement of a third party's Intellectual Property Rights or any other rights relating to or arising out of the Products and/or Services and (iii) Seller's negligence, willful misconduct, or breach or alleged breach of these Terms. Nothing in this Section 18 shall limit any other remedy of Chobani.

19. Liability. (a) NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASING DOCUMENT OR OTHERWISE, CHOBANI WILL NOT BE LIABLE TO SELLER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASING DOCUMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT CHOBANI PAID TO SELLER FOR PRODUCTS AND/OR SERVICES ACCEPTED IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY. (b) IN NO EVENT WILL CHOBANI BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASING DOCUMENT, WHETHER OR NOT CHOBANI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) THE LIMITATIONS OF LIABILITY CONTAINED HEREIN WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASING DOCUMENT LIMITS EITHER PARTY'S LIABILITY FOR DEATH OR BODILY INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

20. Insurance. (a) In addition to any coverage required by law, Seller shall, at its own expense, secure and maintain for the later of the expiration of the term of any Purchasing Document and through completion of the Services and/or delivery of the Products hereunder, insurance coverage in amounts not less than the following: (i) Commercial general liability coverage using ISO Form CG 00 01 04 13 (or a substitute providing equivalent coverage) as follows: General Aggregate Limit of not less than \$2,000,000, Product-Completed Operations Aggregate Limit of not less than \$2,000,000, Each Occurrence Limit of not less than \$1,000,000 (such policy shall include (as applicable) (i) protective liability coverage, (ii) product and completed operations coverage, (iii) contractual liability coverage, (iv) personal injury coverage, including libel, slander, wrongful eviction and false arrest, and (v) separation of insureds (cross liability) clause as approved by Chobani); (ii) 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; (iii) Commercial automobile liability coverage for all owned, non-owned and hired vehicles with single combined limit of not less than \$1,000,000 per occurrence; and (iv) Professional liability (errors and omissions) coverage with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate, with a retroactive date prior to the commencement of Seller's Services. (b) Chobani and its officers, directors/managers, employees and agents ("**Chobani Parties**") will be named as additional insureds by blanket endorsement (ISO CG 2010 04 13 or equivalent) on Seller's commercial general liability coverage. Such policy will apply as primary and non-contributory with respect to insurance afforded to Chobani Parties. All insurance providers must maintain an A.M. Best rating of "A-" with a financial size category of VIII or better. Except for the professional liability policy, all policies will contain a provision or endorsement expressly waiving any and all rights of subrogation against Chobani Parties, and waive any other right of the insurers to any offset or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of Chobani Parties. Certificates of insurance evidencing all insurance required hereunder, together with copies of any additional insured blanket endorsements, will be provided to Chobani prior to Seller's commencement of activities under the Agreement and thereafter promptly upon the renewal or replacement of each required policy of insurance. Seller will promptly notify Chobani of any loss of insurance or reduction of coverage on account of revised limits, claims paid or any other reason. Any failure or neglect of Chobani to demand evidence of insurance, or failure of Chobani to identify a deficiency in Seller's insurance from evidence provided, will not be a waiver or release of Seller's obligation to maintain the insurance required herein. Further, Chobani's acceptance any evidence of insurance does not constitute Chobani's approval thereof or agreement the insurance requirements herein have been met. If Seller fails to maintain the insurance required herein, Chobani will have the right, but not the obligation, to purchase such insurance at Seller's expense or terminate the Agreement for cause. Seller will provide Chobani with a certified copy of the policy for any insurance coverage required herein within ten (10) days of Chobani's request. Chobani retains the right to withhold payment under the Agreement without possession of an effective certificate of insurance with adequate coverage hereunder. (c) Seller will require all of Seller's contractors (and any Subcontractors) of any tier to purchase and maintain insurance equivalent to that required of Seller hereunder; provided, however, if a consultant or subconsultant cannot reasonably supply any required insurance (or if certain requirements are excessive or unreasonable with respect to the scope of work of the consultant or subconsultant), Seller may request a waiver of the applicable requirements from Chobani, which waiver may be granted in Chobani's discretion. Upon Chobani's request, Seller will have its subcontractors submit evidence of insurance to Chobani in

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the same manner as Seller. Chobani retains the right to withhold payment without possession of an effective certificate of insurance with adequate coverage hereunder.

21. General. (a) These Terms, including all Purchasing Documents, constitute the complete agreement and understanding between the parties in respect of the matters dealt with herein and supersedes and preempts any prior and contemporaneous understandings, agreements or representations by the parties, written or oral, with respect to the subject matter hereof in any way. (b) The parties' obligations, limitations and/or representations under these Terms, which by their terms or nature would continue beyond expiration or termination of these Terms, including without limitation Sections 10 (Intellectual Property), 15 (Confidentiality), 18 (Indemnification) and 19 (Liability) shall survive the expiration or termination of these Terms for any reason. (b) The Purchasing Documents and these Terms shall in all respects be governed by and construed under the laws of the State of New York without regard to conflict of law principles. The parties agree that any claim or dispute arising under this Agreement shall be resolved by a court located in New York County, New York. (c) The word "including" shall mean including without limitation. (d) Any notice to be given under a Purchasing Document will be in writing and addressed to the party at the address stated in the front of the Purchase Order with a copy to Chobani, LLC, 200 Lafayette Street, 6th Floor, New York, New York 10012, Attention: Chief Legal Officer and General Counsel. Whenever notice is required by law or these Terms to be given, such notice shall be in writing and may be given personally (by hand delivery or by same-day courier with confirmed receipt), by electronic means or guaranteed overnight courier. (e) If any provision of these Terms shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be unimpaired, and the rights, remedies and obligations of the parties shall be construed and enforced as if these Terms 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 such invalid, illegal or unenforceable provision with a valid, legal or enforceable provision which most closely reflects the intent and economic effect of the invalid, illegal or unenforceable provision. (f) Any waiver by either party of a breach of any provision of these Terms will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of these Terms. The failure of a party to insist upon strict adherence to any term of these Terms on one or more occasions will neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of these Terms. Any waiver must be in writing and signed by the party so waiving. (g) It is understood and acknowledged that the Services and Products provided by Seller hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Chobani. Seller shall control the conditions, time, details, and means by which Seller performs the Services hereunder. Chobani shall have the right to inspect the work of Seller as it progresses solely for the purpose of determining whether the work is completed according to the applicable Purchasing Document and these Terms. Seller has no authority to commit, act for or on behalf of Chobani, or to bind Chobani to any obligation or liability. Neither Seller nor Seller Personnel shall be eligible for nor shall they receive any employee benefits from Chobani and Seller shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees with respect to any individual providing services hereunder. (h) These Terms benefit solely the parties hereto and their respective successors and permitted assigns and nothing in these Terms, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms; provided, however that in the event Chobani approves Seller subcontracting any of the Services hereunder, Seller shall expressly provide in the agreement with such Subcontractor that Chobani shall be a third-party beneficiary of such agreement. (i) These Terms may be modified by Chobani at any time for any reason without notice to Seller. (j) If there is a conflict between the terms of the Purchase Order and any other Purchasing Document, the conflict will be resolved in favor of the Purchase Order. (k) All capitalized terms used in this Agreement, to the extent not defined elsewhere in the Agreement, shall have the following meanings: "**Applicable Law**" 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. "**Chobani**" means Chobani, LLC, a Delaware limited liability company, and each of its parent, subsidiaries and affiliates (which shall include any corporation or entity which, directly or indirectly, controls, is controlled by or is under common control with, Chobani, LLC), and each of their respective successors and assigns, individually and collectively. "**Confidential Information**" means information, in whatever form or medium, disclosed by or on behalf of Chobani to Seller or Seller Personnel before, on or after the commencement of the Services which relates to Chobani's business or other information not generally known to the public, including, without limitation, commercial, business, financial, and technical information, such as its business plans, operations, specifications, formulas, processes, methods, inventions, flavors, concepts, ideas, applications, ingredients, recipes, know-how, discoveries, technology, intended use or sale of products, capabilities, systems, pricing, controls, standards, suppliers, customers and personally identifiable information and the terms of any agreement between Chobani and Seller and the discussions, negotiations and proposals related thereto. Confidential Information shall not include information that (a) Seller can demonstrate, as evidenced by its written records, was in its possession or control prior to the time of its disclosure hereunder; (b) is or becomes publicly known, through no wrongful act of Seller or any Seller Personnel; (c) Seller can demonstrate, as evidenced by its written records, was received by it from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to Chobani; or (d) Seller can demonstrate, as

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evidenced by its written records, was developed independently by it without use of, or reference to, the Confidential Information. **"Delivery Date(s)"** means the date or dates specified in the Purchasing Document by which the Seller is required to deliver the Products and/or complete performance of the Services. **"Intellectual Property Rights"** means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including moral rights, and all derivative works thereof; (ii) trademark, service mark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) rights of publicity; (vi) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vii) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing). **"Materials"** include, but not be limited to, any and all writings, designs, Specifications, deliverables, source code, artwork, video, animation, data/content, database schema, format, documentation, trademarks (along with the goodwill of the business associated therewith), logos, models, drawings, photographs, physical property, reports, formulas, patterns, devices, compilations and other materials developed, created or delivered by Seller, whether or not protectable under Title 17 of the U.S. Code, created for Chobani by Company, whether alone or with others, and whether they be created by independent contractors, employees, agents or subcontractors of Company in connection with delivery of the Products and Services. **"Items"** means any and all samples, models, stamps, drawings, forms, molds and/or other products or items delivered by Chobani to Seller in connection with the Purchasing Document, or manufactured or bought by Seller on behalf and on account of Chobani. **"Preexisting Materials"** means any Intellectual Property Rights or tangible personal property of Seller or Chobani created before the date of a Purchasing Document or outside the scope of such Purchasing Document. **"Products"** means, individually and collectively, all materials, supplies, equipment, parts, accessories, ingredients, Specifications, drawings, designs (including calculations, models and molds) and other items specified in a Purchasing Document to be sold or leased to Chobani and, unless the context otherwise requires, installation and other Services related to the Products which Seller has agreed to provide. **"Seller"** means the seller identified in a Purchasing Document. **"Seller Personnel"** means Seller's employees, consultants, agents, independent contractors and Subcontractors. **"Services"** means, individually and collectively, the services that Seller is to perform for Chobani specified in a Purchasing Document, together with all deliverables resulting from the Services provided, and including any installation services related to the Products which Seller has agreed to provide. **"Specifications"** means any and all specifications, drawings, samples, models, diagrams, bulletins, engineering sheets, guarantees, warranties and other materials or performance criteria describing or detailing applicable requirements or attributes of and relating to the Products and/or Services, including Seller's quotation or proposal, and Seller's brochures or catalogs. **"Statement of Work"** or **"SOW"** means the document specifying, without limitation, the scope, objective and/or time frame of the Products and/or Services that Seller will provide to or perform for Chobani. **"Subcontractor"** means a third party performing work under an agreement with Seller. **"UCC"** means the New York Uniform Commercial Code.