



2024 Achieve Maximum Points Program (AMP)

This Agreement is made between The Hershey Sales Company ("Hershey") and the undersigned customer ("Customer"). Hershey sells snack products manufactured by The Hershey Company ("Hershey Products"). Customer owns convenience store retail outlet(s) that offer Hershey Products for sale to the public. Hershey and Customer wish to establish a program for the promotion of Hershey Products on the terms and conditions contained below and on page 2 of this agreement.

| | | | | | | | |
|---------------------------|--------|------|--|--|--|---|--|
| Physical Address | | | | Payment Address | | | |
| DBA Name: | | | | Payee/DBA Name: (no personal names) | | | |
| Address: (no PO Boxes) | | | | Address or PO Box: | | | |
| City: | State: | Zip: | | City: | State: | Zip: | |
| E-Mail Address/Fax: | | | | <input type="checkbox"/> New Contract | <input type="checkbox"/> Previous Contract | # of Stores Enrolling (attach list with addresses) | |

Program eligibility requires participation in both components: Distribution & Promotional Pre-Packs
All levels will be paid based on performance. Minimum \$1,500 purchase required to participate. Subject to the terms and conditions on the back of this form.
Hershey Partnership Points: Start Earning Rebate at 350 Points per half year = 3.5%
Payout Every Additional 50 Points, Maximum Rebate 1,000 Points per half year = 10%

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|---|--|---------------|--------------------|--------------------------------|-------------|--|---|---------------|
| #1 (Distribution) Max Rebate 6% | DISTRIBUTION POTENTIAL MAX REBATE ---> 600 POINTS= 6% | | | PRE-BOOK SEASONAL BOXES | | | | |
| | Item Distribution Points - 400 Points= 4% | | | Target Ship Month | Qty. | Season | Box Description | Item # |
| | Top 75 Selected Everyday Items | 4 pts per SKU | 300 Points = 3.00% | Jan | | Easter | Reese's Easter Milk Egg King Size 2.4oz 6/24ct. | 34000-47362 |
| | Other Items up to 50 SKU's | 2 pts per SKU | 100 Points = 1.00% | Jan | | Easter | Reese's & Cadbury Easter Egg Std 1.2oz 50ct. CU | 34000-43405 |
| | Additional Distribution Incentives: | | | Jan | | Easter | Reese's Easter Milk Egg Std. 1.2oz 6/36ct. | 34000-47322 |
| | Carry 100+ Total Hershey SKU's in a half year - 125 Points= 1.25% | | | Jan | | Easter | Cadbury Crème Egg Std 1.2oz 6/48ct. | 34000-06852 |
| | Carry 100+ Total Hershey SKU's Per Half | | | Sep | | Halloween | Reese's Halloween Pumpkin King Size 2.4oz 6/24ct. | 34000-47367 |
| | Achieve Item Count Growth - 50 Points= 0.5% | | | Sep | | Halloween | Reese's Halloween Pumpkin Std 1.2oz 6/36ct. | 34000-47325 |
| | Achieve Total Store Item Count Growth Over Same Half Prior Year | | | Sep | | Halloween | Reese's Halloween Pumpkin Std 1.2oz 50ct. CU | 34000-43420 |
| | Full Year Seasonal Participation - 25 Points= 0.25% | | | Nov | | Holiday | Reese's Holiday Tree King Size 2.4oz 6/24ct. | 34000-47369 |
| Maintain or Grow net SKU count in Each Season Per Half | | | Nov | | Holiday | Reese's Holiday Tree Std 1.2oz 6/36ct. | 34000-47327 | |
| | | | Nov | | Holiday | Reese's Holiday 1lb. Cups 6ct. | 34000-93741 | |

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|--------------------------|--|---|---|--|--|--|
| Optional | Innovation & Fast Start Options | | CMG Secondary Merchandising up to 100 POINTS= 1.0% | | | |
| | <input type="checkbox"/> | Innovation: Check to automatically receive Innovation SKU's during the 1H & 2H to assist in achieving item count growth | <input type="checkbox"/> 50 Points = .5% | --> Hershey's Exclusive End Cap | <input type="checkbox"/> New Rack Needed | |
| <input type="checkbox"/> | Fast Start Distribution: Check to automatically receive one box each of 5 SKU's from the list of Top 75 four Point items to kickstart 1H & 2H distribution | <input type="checkbox"/> 50 Points = .5% | --> Hershey's Exclusive Under-the-Counter | <input type="checkbox"/> New Rack Needed | | |

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|---|---|--|--|--|--|----------------------------|--|--|--|--|--|--|
| #2 (Pre-Packs) Max Rebate 3% | Requirements ---> MUST Take Minimum 1 Pre-Pack Unit (CU, PW or Shipper) in Required Months: March, May, July, September | | | | | | | | | | | |
| | POTENTIAL MAX REBATE ---> 300 POINTS= 3% | | | | | | | | | | | |
| | Select Minimum of 3 Counter Units, Power Wings or Shippers per half - Receive Points based on What You Achieve | | | | | | | | | | | |
| All Counter Units and Power Wings | | | | | | All Shippers | | | | | | |
| Earn 15 Points Each | | | | | | Earn 40 Points Each | | | | | | |

| 1H Pre-Packs | | | | | 2H Pre-Packs | | | | |
|-----------------|---------|------|--|-------------|----------------|---------|------|--|-------------|
| Month | Type | Qty. | Promotional Pre-Pack Description | Item # | Month | Type | Qty. | Promotional Pre-Pack Description | Item # |
| Jan | Shipper | | Open / Any Month See Below | | Jul *Required | Shipper | | Fountain Bundle Assorted Standard Bars 240ct. Shipper | 34000-94474 |
| Jan-Feb | Shipper | | Hershey Easter Assorted King Size & Standard 240ct. 3-in-1 Shipper | 34000-48645 | Jul *Required | CU/PW | | Variety Brands Assorted Standard Bars 144ct. 2-in-1 CU/PW | 34000-94473 |
| Jan-Feb | CU/PW | | REESE'S Peanut Butter Eggs King Size 96ct. 2-in-1 CU/PW | 34000-94471 | Aug | Shipper | | KIT KAT® Limited Edition Pink Lemonade Assorted King Size 230ct. 3-in-1 Shipper | 34000-31924 |
| Feb | Shipper | | REESE'S BIG CUP Filled with Caramel Assorted King Size 218ct. 3-in-1 Shipper | 34000-48314 | Aug | CU | | Hershey Assorted King Size 69ct. Counter Unit | 34000-43400 |
| Feb | CU/PW | | REESE'S BIG CUP Filled with Caramel Assorted King Size 90ct. 2-in-1 CU/PW | 34000-48315 | Sept *Required | Shipper | | REESE'S NCAA® Fall Football Assorted King Size Bars 210ct. 3-in-1 Shipper | 34000-94467 |
| March *Required | Shipper | | REESE'S NCAA® March Madness® Assorted King Size Bars 210ct. 3-in-1 Shipper | 34000-94468 | Sept *Required | CU/PW | | REESE'S Assorted King Size 108ct. 2-in-1 CU/PW | 34000-94366 |
| March *Required | CU/PW | | REESE'S Assorted King Size 108ct. 2-in-1 CU/PW | 34000-94366 | Sept-Oct | Shipper | | REESE'S Halloween Assorted King & Standard 204ct. 3-in-1 Shipper | 34000-94476 |
| April | Shipper | | Hershey Assorted Standard Bars 240ct. 3-in-1 Shipper | 34000-94477 | Sept-Oct | CU/PW | | REESE'S Peanut Butter Pumpkins King Size 96ct. 2-in-1 CU/PW | 34000-48646 |
| April | CU/PW | | Hershey Assorted Standard Bar 144ct. 2-in-1 CU/PW | 34000-20717 | Oct | Shipper | | KIT KAT® Choc. Frosted Donut Coffee Bundle Assorted Standard Bars 240ct. Shipper | 34000-94469 |
| May *Required | Shipper | | REESE'S Olympics Assorted King Size 216ct. 3-in-1 Shipper | 34000-48325 | Oct | CU/PW | | KIT KAT® Choc. Frosted Donut Standard Bars 72ct. Counter Unit | 34000-43419 |
| May *Required | CU/PW | | REESE'S Olympics Assorted King Size 120ct. 2-in-1 CU/PW | 34000-48324 | Nov | Shipper | | PAYDAY Heroes Assorted King Size 218ct. 3-in-1 Shipper | 34000-43338 |
| June | Shipper | | Variety Brands Assorted Standard Bars 252ct. 3-in-1 Shipper | 34000-94472 | Nov | CU/PW | | REESE'S, KIT KAT® and PAYDAY Assorted King Size 66ct. 2-in-1 CU/PW | 34000-99039 |
| June | CU/PW | | JOLLY RANCHER & TWIZZLERS Assorted Peg Bags 72ct Power Wing with base | 10700-55718 | Nov-Dec | Shipper | | REESE'S Trees and HERSHEY'S Santa Bars Holiday Ass't 168ct. 3-in-1 Shipper | 34000-93929 |
| | | | | | Nov-Dec | CU/PW | | REESE'S Holiday Assorted King Size 72ct. 2-in-1 CU/PW | 34000-94082 |
| | | | | | Dec | Shipper | | Open / Any Month - See Below | - |

| Open/Any Month Pre-Pack Description | Item # | Jan (Open) | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec (Open) |
|--|-------------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------------|
| Hershey Core & Variety Assorted Standard Bars Shipper 258ct. | 34000-48250 | | | | | | | | | | | | |
| Hershey Assorted King Size Shipper 240ct. | 34000-48136 | | | | | | | | | | | | |
| ICE BREAKERS & BREATH SAVERS Assorted Gum & Mints Shipper 112ct. | 34000-93931 | | | | | | | | | | | | |
| JOLLY RANCHER & TWIZZLERS Assorted Peg Bags Power Wing 72ct. | 10700-55718 | | | | | | | | | | | | |

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| Customer Signature: (Signature must be from owner or authorized agent of the Customer) | Date |
| Print Name | Distributor Rep |
| Distributor | Hershey Rep |
| Distributor Division/Branch | Hershey Associate Regional Sales Leader |

2024 HERSHEY Achieve Maximum Points Program (AMP) - Agreement Terms & Conditions

1. Data: To participate in the Hershey Achieve Maximum Points Program ("AMP" or "Program"), Customer (defined on front of agreement) authorizes its distributor(s) ("Distributor") to release item and store level purchase and velocity data for all Hershey purchases by Customer to Hershey and its third-party data processing service. Product supplied by a Distributor not transmitting data to Hershey will not be eligible for participation in the Program. Only data supplied to Hershey's data processing service (which may include third parties) on a weekly basis and in the proper format will be accepted. Format requirements are available upon request to any Hershey representative.

2. General Terms and Conditions:

- a. Customer is required to execute (electronically, digitally or by written signature) this agreement ("Agreement") before December 1, 2023 to participate in the full year 2024 Achieve Maximum Points Program unless otherwise agreed to by Hershey in writing.
- b. This Agreement will be valid for 12 consecutive months from its effective date of January 1, 2024 for 'Full Year' enrollments.
- c. To participate in the 2024 Hershey Achieve Maximum Points Program, Customer must purchase a minimum of \$1,500 of Hershey products, as outlined on price lists, (collectively, "Products") in calendar year 2024.
- d. Enrollments after December 31, 2023 will be considered 2nd Half Only enrollments unless otherwise approved by Hershey in writing. For "2nd Half Only" enrollments, this Agreement will be valid for six consecutive months from its effective date of July 1, 2024.
- e. This Program may not be combined with other Hershey programs that offer allowances for similar performance.
- f. Customer must notify Hershey of any Distributor changes 45 days before effective date of such change.
- g. This Agreement shall be binding and enforceable on the Customer's successors and assigns and shall be enforceable in the event of any Customer mergers, acquisitions, and supplier changes.
- h. Termination: This Agreement may be terminated by Hershey immediately, with or without notice, and with or without cause. If Hershey terminates this Agreement without cause, Hershey will pay Customer any rebate earned at the time of termination. In the event of Customer's non-compliance with the terms of this Agreement or the requirements to earn the rebate, Hershey is entitled, in addition to other remedies available by law or in equity, to demand repayment of any and all sums paid to Customer hereunder. Any disputes under this Program will be interpreted, construed, and governed by the resolved under laws of the Commonwealth of Pennsylvania law, without regard to any conflicts of law provisions, in federal and state courts of the Commonwealth of Pennsylvania and will be subject to the exclusive jurisdiction of the state and federal courts located in the Middle District of Pennsylvania.
- i. Hershey reserves the right to modify this Program from time to time without prior notice or liability to Customer, except to pay Customer any rebates earned at the time of the change in the Program.
- j. All Products are subject to availability.

3. Rebate Requirements: Customer must sign up for a minimum of two components of the Program: (1) Distribution and (2) Promotional Prepacks to be eligible for any rebates. Rebates will be paid accordingly based on: (i) what Customer actually achieved, i.e., the total item count paid for and shipped to Customer (net of returns); and (ii) the promotional prepack quantity paid for and shipped to Customer (net of returns). Customer must achieve a minimum of 350 points combined across all contract sections to receive a rebate. Rebate percentage earned is based on the total number of points accumulated by the Customer each half, beginning at 3.5% rebate for 350 points and increasing 0.5% for each additional 50 points earned up to a maximum of 1,000 points for a 10% rebate.

a. Required Distribution:

- i. Only products in the following packtypes qualify for distribution: Standard Bars, King Size Bars, Super King Size Bars, Peg Bags, Theater Boxes, Licorice Bags, XL Bars, Hand to Mouth Pouches, Gum, Mints, Snack Pegs, Snack Pouches, Bakery Snack Cakes, and Bakery Snack Bars. This list is subject to change.
- ii. Performance is based on the total item count paid for and shipped to Customer each half. Each half calendar year will be evaluated and paid separately.
- iii. Items will only qualify as being in distribution if at least one box or case is shipped during each half year.
- iv. Products shipped in on prepacks displays do count towards total item distribution.
- v. Net shipments will be used as the measure for compliance. Returned product will not count.
- vi. Each Hershey item shipped per half will accrue points for the retailer the first time it is shipped. All items outside of the Top 75 list will earn 2 points each. Top 75 items will earn 4 points each.
- vii. Hershey's 2024 Top 75 items are defined as: King Size Bars - Reese's Peanut Butter Cups, Reese's Sticks, Reese's Fast Break, Reese's Big Cup, Kit Kat, Hershey's with Whole Almonds, Hershey's Milk Chocolate, Payday, Reese's White Peanut Butter Cups, Cadbury Caramello, Hershey's Cookies 'n Crème, Reese's Take 5, Reese's Big Cup with Reese's Pieces, Almond Joy, Whatchamacallit, Kit Kat Big Kat, Reese's Outrageous, Twizzlers, Reese's Nutrageous, Hershey's Mr. Goodbar, Chocolatey Payday, Mounds, Heath, Reese's Crispy Crunchy, Kit Kat Birthday Cake, Kit Kat White, Twizzlers Pull & Peel Cherry, Zero, 5th Avenue, Super King - Reese's Peanut Butter Cups, Standard Bars - Reese's Peanut Butter Cups, Hershey's Milk Chocolate, Kit Kat, Hershey's with Whole Almonds, Hershey's Cookies 'n Crème, Reese's Fast Break, Payday, Almond Joy, York, Whatchamacallit, Rolo, Heath, Reese's White Peanut Butter Cups, Hershey's Mr. Goodbar, Cadbury Caramello, Skor, Gum - Ice Cubes Peppermint, Ice Cubes Spearmint, Ice Cubes Arctic Grape, Ice Cubes Raspberry Sorbet, Ice Cubes Wintergreen, Bubble Yum, Mints - Ice Breakers Cool Mint, Ice Breakers Wintergreen, Ice Breakers Spearmint, Ice Breakers Duos Strawberry, Breathesavers Wintergreen Roll, Peg - Jolly Rancher Hard Candy, Twizzlers, Reese's Pieces, Twizzlers Nibs, Reese's Peanut Butter Cup Miniatures, Twizzlers Cherry Pull 'n Peel, Jolly Rancher Gummies, Jolly Rancher Sour Gummies, Jolly Rancher Very Berry Gummies, Take Home - Reese's Minis Pouch, Kit Kat Minis Pouch, Twizzlers Strawberry 16oz Bag, Hershey's Milk Chocolate XL Bar, Reese's XL Bar, Grab 'n Go - Reese's Snack Cakes, Hershey's Dipped Pretzel Peg, Reese's Dipped Pretzel Peg, Reese's Dipped Animal Crackers Peg.
- viii. Compliance for all distribution rebates will be determined on the basis of Distributor data submitted to Hershey's data company.

b. Additional Distribution Incentives:

- i. A Customer that receives 100 or more unique Hershey items each half (net of returns) will accrue an additional 125 points per half.
- ii. A Customer that grows total store Hershey item count versus total Hershey item count at the end of the same

half in 2024 will receive 10 points per net new item gained, up to a maximum of 50 points for a total of 5 items. A Customer is only eligible for this item growth incentive if they have 6 full months of history for the corresponding half in 2023.

- iii. A Customer that maintains or grows net SKU count in each season per half (1H - Easter, 2H - Halloween and Holiday) will be eligible to earn 25 points. A minimum of 2 unique SKU's per season must be purchased to qualify. A Customer is only eligible for this seasonal incentive if they have 6 full months of history for the corresponding half in 2023.

c. Optional Automatic Shipments:

- i. Innovation: If the box for "Innovation" is checked, Customer agrees to take straight stock boxes on 3 Hershey innovation items during the first half (1H) and second half (2H) of the 2024 calendar year. This optional section is not eligible for a rebate. 1H eligible items will be determined by The Hershey Company in Q4 2023. 2H eligible items will be determined by The Hershey Company in Q2 2024. Customer's Distributor is authorized to auto-ship innovation items if store has not independently ordered in a shipper, box, or case. Shipments will occur toward the beginning of each half.
- ii. Fast Start Distribution: If the box for "Fast Start Distribution" is checked, Customer agrees to take straight stock boxes on 5 Hershey Top 75 items during the first half (1H) and second half (2H) of the 2024 calendar. This optional section is not eligible for an additional rebate though all 5 items selected will qualify for 4 points each. The 5 Top 75 items to be shipped will be determined by the Hershey Sales Representative at either the chain or distributor level. Customer's Distributor is authorized to auto-ship items if store has not independently ordered in a shipper, box, or case. Shipments will occur toward the beginning of each half.

d. Optional CMG Secondary Merchandising Selections: Customer must select to participate in the CMG secondary merchandising opportunity by checking the appropriate box on the front of the Agreement. If Customer selects to participate the Customer will be eligible for the Hershey Exclusive End Cap for 50 points and/or Hershey Exclusive Under-The- Counter Rack for 50 points - Customer will only receive the maximum 100 points on this selection.

To be eligible to receive these rebates, the following rack requirements apply to the selected fixture(s) in sections 3.d, unless superseded by prior agreement with the Customer's distributor:

- i. Rack placement must be in locations approved by a Hershey representative:
- ii. Secondary racks provided by Hershey must be filled and tagged with 100% Hershey items, set to Hershey approved plan-o-grams:
- iii. Customer agrees to accept delivery of products to fill required racks based on Hershey's national plan-o-gram;
- iv. Customer agrees to maintain distribution of Hershey items in the main confection section of the store in addition to the secondary racks:
- v. All racks remain the property of The Hershey Sales Company. Required racks must be installed by January 31, 2024 and remain for the duration of 2024; and
- vi. Racks are subject to audit for validation of payment each half.

e. Required Promotional Prepacks: Customers that enroll in AMP will be eligible to earn up to 300 points on prepacks based on the quantity of prepacks purchased and shipped to store (net returns). All everyday and seasonal prepack units count towards overall promotional prepack tier requirements. Customer is required to take either a Counter Unit (CU), Power Wing (PW), or Shipper in the months of March and May for 1H and July and September in 2H in order to accrue points. A minimum of 3 prepacks is required per half to begin accumulating points. Customer will earn a set number of points based on the number of prepacks received as outlined below.

All Counter Units and Power Wings - Customers that receive any CU or PW will earn 15 points per prepack.

All Shippers - Customers that receive any Shipper will earn 40 points per prepack.

- i. All promotional prepacks will count towards distribution requirements in section 3.a.
- ii. Customers must take delivery in the months specified in the Agreement to be eligible for applicable off-invoice allowances. It is the responsibility of the Customer to obtain the off-invoice allowance from the Distributor.
- iii. Prepack display units are recommended to be placed on the sales floor with all applicable off-invoice allowances passed thru to the consumer.
- iv. Customer may receive only one promotional prepack rebate and at most two payments (a. 1H payment and a 2H payment).

4. Payments: In exchange for Customer's performance in accordance with this Agreement, Hershey agrees to pay Customer as follows:

- a. Elements will be measured and paid independently of one another based on performance. Distribution, CMG Secondary Merchandising Options and Promotional Prepacks will be measured and paid each half year - see above for specific details.
- b. Rebates will be calculated based on units received and paid for at the individual store level as measured by our third-party data processing service.
- c. Payments will be based on Hershey List Price for items qualifying hereunder. Payments will be based on Customer purchases as reported by Customer's Distributor. Hershey is not responsible for any failure of the Distributor to report qualifying purchases. Any disputes by Customer as to amounts paid hereunder must be raised within 30 days after receipt of payment.

- d. Rebates will be paid only on qualifying Confection and Snacking packtypes listed in Section 3(a)(i). Please work with your Hershey representative on qualifying items. Other Hershey's items such as vending, concession, fundraising, food service, grocery, licensed products, etc. are not eligible for rebates.

- e. Rebate payments for Distribution, CMG Secondary Merchandising Options and Promotional Prepacks will be mailed directly to qualifying Customer on a semi-annual basis and will not be paid through a deduction.

- f. Customer's eligibility to receive these payments is conditioned upon Customer's strict compliance with the terms of this Agreement. **Payments are subject to proof of performance and will be withheld for non-compliance. Hershey reserves the right to conduct audits in its sole discretion.**

- g. Customer's payment contingent upon active management to a less than 1% waste rate.

- h. Customer should look to Distributor to pass along the off-invoice allowances or tear pads shipped with pre-pack displays.