



## 2011 HERSHEY®'S Premier Partner Program (P3) Contract

This Agreement is made between The Hershey Company ("Hershey") and the undersigned customer ("Customer"). Hershey is a manufacturer of snack products. Customer owns convenience store retail outlet(s) that offer Hershey items 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.

70000000

Physical Address			Payment Address		
DBA Name:			Payee/DBA Name: (no personal names)		
Address: (no PO Boxes)			Address: (no PO Boxes)		
City:	ST:	Zip:	City:	ST:	Zip:
Email address: _____			New Contract: <input type="checkbox"/>		
Authorize Hershey to contact by email <input type="checkbox"/>			Re-enrollment: <input type="checkbox"/>		

Product Distribution (Number of SKUs shipped from Distributor)			Rebate
58 – 63 Hershey SKUs from qualifying packs			0.5%
64 – 77 Hershey SKUs from qualifying packs			1.5%
78+ Hershey SKUs from qualifying packs			2.0%
<b>HERSHEY'S Big 33 Item Compliance Option</b>			
<input type="checkbox"/>	Customer authorizes Distributor to ship any Big 33 items not ordered during each half year		1.0%
Secondary Placement (Counter unit REQUIRED)			Rebate
Select	Ship Rack w/ Product	Rack Option	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	REQUIRED – Hershey's approved, exclusive Counter Rack	3.0%
<input type="checkbox"/>	<input type="checkbox"/>	HERSHEY'S exclusive End-cap (cannot be combined with King-size floorstand)	3.0%
<input type="checkbox"/>	<input type="checkbox"/>	HERSHEY'S exclusive King-size floorstand (cannot be combined with End-cap)	1.0%
<b>Promotional Shippers (REQUIRED – Select at least 7 displays)</b>			
Month	Select	Description (Recommendations are in bold)	Allowance
Jan	<input type="checkbox"/>	<b>Hershey's Drops and Reese's M&amp;M's King-size shipper</b> – 228 ct (item 34000-24117)	\$13.68
Feb	<input type="checkbox"/>	Pre-Priced \$1.69 Standard Bar shipper – 288 ct (item 34000-98680)	\$20.16
Mar	<input type="checkbox"/>	<b>NCAA® Basketball / Coke® King-size shipper</b> – 242 ct (item 34000-98690)	100 coupons
Apr	<input type="checkbox"/>	Kit Kat® 7 Promotion Standard Bar shipper – 276 ct (item 34000-98671)	
May	<input type="checkbox"/>	Pre-Priced 2/\$2.50 King-size shipper – 264 ct (item 34000-98627)	\$23.76
Jun	<input type="checkbox"/>	Reese's / Green Lantern® Movie Standard Bar shipper – 256 ct (item 34000-98675)	
Jul	<input type="checkbox"/>	<b>Hershey's® Free Gas Sweepstakes King-size shipper</b> – 240 ct (item 34000-98678)	100 coupons
Aug	<input type="checkbox"/>	Pre-Priced \$1.69 Standard Bar shipper – 288 ct (item 34000-98680)	\$20.16
Sep	<input type="checkbox"/>	<b>Reese's / EA Games® King-size shipper</b> – 246 ct (item 34000-98681)	
Oct	<input type="checkbox"/>	<b>Hershey's/Coke® Tailgating Sweepstakes Standard Bar shipper</b> – 252-ct (item 34000-98673)	100 coupons
Nov	<input type="checkbox"/>	Pre-Priced 2/\$2.50 King-size shipper – 264 ct (item 34000-98627)	\$23.76
Dec	<input type="checkbox"/>	<b>Reese's Football Standard Bar shipper</b> – 256 ct (item 34000-98689)	
<b>Growth Incentive (Dollar sales growth vs. prior year)</b>			
Dollar Sales Growth vs. Prior Year			Rebate
+ 5.00 – 7.49%			0.5%
+ 7.50 – 9.99%			1.0%
+ 10.00%			2.0%

**Maximum Rebate = 11% of qualifying purchases**

<b>Customer Signature:</b> <small>(Signature must be from owner or authorized agent of the Customer)</small>		<b>Date:</b>	
<b>Print Name:</b>	<b>Title:</b>	<b>Distributor Rep:</b>	
<b>Distributor:</b>	<b>Distributor Acct #:</b>	<b>Hershey Rep:</b>	
<b>Distributor Division/Branch:</b>			

## 2011 HERSHEY®S Premier Partner Program Contract Terms & Conditions

### Data

1. Customer authorizes its distributor(s) to release item and store level purchase and velocity data for all Hershey purchases to Hershey and its data processing service.
2. Only data supplied to Hershey's data processing service on a weekly basis and in the proper format will be accepted. Format requirements are available upon request to any Hershey representative.
3. Product supplied by a distributor not transmitting data to Hershey will not be eligible for a rebate.

### Product Distribution

1. Only products in the following packtypes qualify for distribution: Candy: Standard Bars, King Size Bars, Peg Bag, Theatre Box, Licorice Bag (*Twizzlers* items 56002 Strawberry 1-lb and 56043 *Pull 'n Peel* Cherry only) Refreshment: Gum, Mint
2. Performance is based on the total item count of products shipped each half year. Rebate will be determined according to the chart provided under the Product Distribution section. Each half year will be evaluated and paid separately.
3. Items will only qualify as being in distribution if at least one box or case is shipped during each half of the year.
4. Products on approved P3 pre-pack displays do count towards order requirements for Product rebates (excluding Pre-priced shippers).
5. Customer may agree to automatic "Big 33 Item compliance." In doing so, Customer agrees to carry and order all Hershey's Big 33 Items each half year and authorizes Customer's primary Distributor (listed on front of contract) to automatically ship any Big 33 Items not ordered each half-year. Distributor is authorized to auto-ship 2 weeks prior to the end of each half-year and Customer agrees to accept auto-shipped product. Customer's compliance will be measured net of any returns.
6. Hershey's Big 33 Items for 2011 are defined as: Standard Bars – *Hershey's Milk Chocolate, Hershey's Milk Chocolate w/ Almonds, Reese's Peanut Butter Cups, Kit Kat, Hershey's Cookies 'n Crème, Pay Day, Reese's Fast Break, Reese's Pieces, Skor, Whatchamacallit, Almond Joy, Mounds, Rolo, Caramello, Mr. Goodbar, York, Jolly Rancher Fruit Chews Box* King-Size Bars – *Hershey's Milk Chocolate, Hershey's Milk Chocolate w/ Almonds, Reese's Peanut Butter Cups, Kit Kat, Hershey's Cookies 'n Crème, Pay Day, Reese's Fast Break, Reese's Big Cup, Reese's Sticks, Almond Joy, Caramello, Twizzlers Strawberry Gum/Mint* – *Breath Savers Peppermint Roll, Breath Savers Wintergreen Roll, Ice Breakers Cool Mint Tin, Ice Breakers Wintergreen Tin*
7. Net shipments will be used as the measure for compliance. Returned product will not count.
8. Compliance for all Distribution rebates will be determined on the basis of Distributor data submitted to Hershey's data company.

### Secondary Placement

1. Customer agrees to secondary placement of Hershey's approved counter rack with 12+ Hershey SKUs
2. Counter rack placement must be at the main transaction counter, no more than 3 feet from register.
3. Customer may agree to secondary placement of Hershey's approved, exclusive end-cap or King-size floorstand racks. End-cap and Floorstand rebates cannot be combined.
4. Secondary racks must maintain exclusively Hershey approved plan-o-grams
5. Racks must be filled and tagged with 100% Hershey items according to plan-o-gram approved by Hershey.
6. Customer agrees to accept delivery of product to fill required racks based on Hershey's national plan-o-gram.
7. Customer agrees to maintain distribution of Hershey items in the main candy section in addition to the secondary racks.
8. All racks remain the property of The Hershey Company.
9. Required racks must be installed by January 31, 2011.

### Promotional Shippers

1. A minimum of seven (7) separate pre-pack display executions are required. Failure to purchase required displays may result in termination of contract and Customer forfeiture of outstanding rebates.
2. Customers must take delivery in the month shown to be eligible for off-invoice allowances or coupons.
3. It is the responsibility of the customer's distributor to pass along the off-invoice allowances or coupons.

### Sales Growth

1. Growth bonus will be paid bi-annually for achieving stated growth targets on total qualifying packs (see Product Distribution section)
2. Growth is measured as dollar shipments from distributor across qualifying packs for each half year vs. prior half year shipments
3. Sales Growth will be measured on a "same store" basis vs. prior year

### Payments

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

1. Elements will be measured each half year and paid independently of one another based on the performance and level selected.
2. Rebates will be calculated based on performance achieved at the individual store level.
3. Payments will be based on Hershey's 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 of the end of the preceding reporting period.
4. Rebates will be paid only on qualifying pack-types defined above under "Product Distribution" and Hershey's Extra Large (XL) bars. Hershey's pre-priced, vending, concession, fundraising, food service, grocery and licensed products are not eligible for rebates.
5. Rebate payments will be mailed directly to qualifying Customer on a semi-annual basis and will not be paid through a deduction.
6. 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. Compliance audits will be conducted.

### Other Terms

1. Customer is required to sign and return this contract before December 3, 2010 to its eligible distributor or Hershey representative in order to participate in the full year 2011 Premier Partner Program.
2. This contract shall be valid for 12 consecutive months from its effective date of January 1, 2011 for 'Full Year' enrollments.
3. Enrollments after December 3, 2010 will be considered 2<sup>nd</sup> Half Only enrollments unless otherwise approved by Hershey. This contract shall be valid for 6 consecutive months from its effective date of July 1, 2011 for "2<sup>nd</sup> Half Only" enrollments.
4. This program may not be combined with other Hershey programs that offer allowances for similar performance.
5. Customer must notify Hershey of any distributor changes thirty (30) days before effective date.
6. 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.
7. Termination: This agreement may be terminated by Hershey immediately, without notice, and with or without cause. In the event of Customer's non-compliance, 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.
8. Hershey reserves the right to modify this program provided the changes do not increase the performance requirements.