



Menu Foods, Inc.  
Pennsauken, NJ

## Supplier Agreement

All vendors of Menu Foods, Inc., who are providing services, supplying us with product or transporting our products, must complete this packet for vendor setup and approval. You must have issued, a certificate of insurance naming Simmons Pet Food, Inc., its Affiliates and Subsidiaries as additional insured and certificate holder. “Certificate to read: Certificate holder is additional insured on the general liability, auto liability and umbrella policies. The insurance provided in the above referenced policies are primary and non-contributory to any other insurance. Waiver of subrogation is in favor of Certificate holder.” Note: Cargo coverage (if applicable) includes the certificate holder’s cargo while in the Insured’s custody. Auto Liability must include interchangeable trailer coverage if using our equipment.

- ✓ **Vendors/Suppliers insurance shall be considered primary, noncontributory, and not excess coverage.**
- ✓ **The insurance company must endorse coverage with a 30 day written cancellation notice.**
- ✓ **Workers’ Compensation must comply with insured’s respective state workers’ comp laws.**

Your certificate of Insurance must be an original document and must be attached to this application.

**PREVENT DELAYS:** Any missing documents will only delay your approval and the processing of your invoice for payment.

The insurance requirements are outlined below. Please forward a copy of this agreement to your carrier. We appreciate your time and look forward to working with you and your company.

### CERTIFICATE HOLDER

**Simmons Pet Food, Inc., its Affiliates and Subsidiaries  
Attn: Vendor Management Office  
P.O. Box 430 / 601 N. Hico St.  
Siloam Springs, AR 72761**

|   |                            |
|---|----------------------------|
| General Aggregate                       | \$2,000,000                |
| Products/Completed operations aggregate | \$2,000,000                |
| Each Occurrence                         | \$1,000,000                |
| Personal Injury & Advertising Injury    | \$1,000,000                |
| Fire Damages Liability                  | \$ 300,000 each occurrence |
| Medical Expenses                        | \$ 10,000 each person      |
| Excess or Umbrella                      | \$2,000,000                |
| Automobile Liability                    | \$1,000,000                |
| Motor Truck Cargo                       | \$ 100,000                 |

All Vendors/Suppliers agree to comply with the following: keep in force at all times, Workers Compensation Insurance covering its employees, in such amounts as required by law. Commercial General Liability (Occurrence Form) with an aggregate limit of two million (\$2,000,000) together with an Excess or Umbrella policy of two million (\$2,000,000) for a combined single limit of (\$3,000,000) per occurrence and Auto Liability policy with a combined single limit of not less than one million (\$1,000,000) per occurrence. If applicable, the Motor Truck Cargo shall be in the amount of (\$100,000). Workers’ Compensation coverage shall be (statutory limits by state) \$500,000 per accident, disease policy limit and disease – per employee. This coverage will be primary and non-contributory to any other insurance coverage. Waiver of subrogation is in favor of certificate holder.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID LF

DATE (MM/DD/YYYY)

05/06/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                   |
|--|---|-------------------|
| <b>PRODUCER</b><br><br><b>Greater South Agency Inc</b><br>PO Box 6771<br>Columbia SC 29260-6771<br>Phone:803-787-9722 Fax:803-782-5073 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: <b>SIMMONS</b> |                   |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                   |
| <b>INSURED</b><br><br><b>SAMPLE</b>  | <b>INSURER A:</b> Miscellaneous Company   |                   |
|  | <b>INSURER B:</b> Miscellaneous Company   |                   |
|  | <b>INSURER C:</b>   |                   |
|  | <b>INSURER D:</b>   |                   |
|  | <b>INSURER E:</b>   |                   |
|  |   | <b>INSURER F:</b> |
|  |   | <b>NAIC #</b>     |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR  | TYPE OF INSURANCE   | ADDL INSR                           | SUBR WVD    | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |                             |            |
|---|---|-------------------------------------|-------------|---------------|-------------------------|-------------------------|---|-----------------------------|------------|
| A   | GENERAL LIABILITY   |                                     |             | POLICY NUMBER | 01/01/11                | 01/01/12                | EACH OCCURRENCE   | \$ 1000000                  |            |
|   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |                                     |             |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 300000                   |            |
|   | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |                                     |             |               |                         |                         | MED EXP (Any one person)                                | \$ 10000                    |            |
|   | <input checked="" type="checkbox"/> <b>Vendors Liability</b>  | X                                   | X           |               |                         |                         | PERSONAL & ADV INJURY                                   | \$ 1000000                  |            |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:  |                                     |             |               |                         |                         |   | GENERAL AGGREGATE           | \$ 2000000 |
|   | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                     |             |               |                         |                         | PRODUCTS - COMP/OP AGG                                  | \$ 2000000                  |            |
| A   | AUTOMOBILE LIABILITY  |                                     |             | POLICY NUMBER | 01/01/11                | 01/01/12                | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1000000                  |            |
|   | <input checked="" type="checkbox"/> ANY AUTO  |                                     |             |               |                         |                         | BODILY INJURY (Per person)                              | \$                          |            |
|   | <input type="checkbox"/> ALL OWNED AUTOS  |                                     |             |               |                         |                         | BODILY INJURY (Per accident)                            | \$                          |            |
|   | <input type="checkbox"/> SCHEDULED AUTOS  | X                                   | X           |               |                         |                         | PROPERTY DAMAGE (Per accident)                          | \$                          |            |
|   | <input checked="" type="checkbox"/> HIRED AUTOS   |                                     |             |               |                         |                         |   | \$                          |            |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS |   |                                     |             | \$            |                         |                         |   |                             |            |
| A   | UMBRELLA LIAB   | <input checked="" type="checkbox"/> | OCCUR       | POLICY NUMBER | 01/01/11                | 01/01/12                | EACH OCCURRENCE   | \$ 2000000                  |            |
|   | EXCESS LIAB   |                                     | CLAIMS-MADE |               |                         |                         | AGGREGATE   | \$ 2000000                  |            |
|   | DEDUCTIBLE  |                                     |             |               |                         |                         |   |                             | \$         |
|   | RETENTION \$  |                                     |             |               |                         |                         |   |                             | \$         |
| B   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |                                     |             | POLICY NUMBER | 01/01/11                | 01/01/12                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER                       |            |
|   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N                                 | N/A         |               |                         |                         | X   | E.L. EACH ACCIDENT          | \$ 100000  |
|   | If yes, describe under DESCRIPTION OF OPERATIONS below  |                                     |             |               |                         |                         |   | E.L. DISEASE - EA EMPLOYEE  | \$ 100000  |
|   |   |                                     |             |               |                         |                         |   | E.L. DISEASE - POLICY LIMIT | \$ 500000  |
| A   | MOTOR TRUCK CARGO   |                                     |             | POLICY NUMBER | 01/01/11                | 01/01/12                | CARGO   | 100000                      |            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Certificate holders, its Affiliates and Subsidiaries, are additional insured on the general liability, autoliability and umbrella policies. The insurance provided in the above referenced policies are primary and non-contributory to any other insurance. Waiver of subrogation is in favor of Certificate holder.**

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| INSERT ALL NAMED INSURED<br>AND ADDRESS | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE  |



Menu Foods, Inc.  
Pennsauken, NJ

**Vendor Profile:**

**SUPPLIER NAME:** \_\_\_\_\_

**FEDERAL TAX ID:** \_\_\_\_\_ **OR Social Security Number:** \_\_\_\_\_

**\*\* (If you use your Social Security Number you must provide the exact name on the card below or send a copy of the card along with this form).**

**NAME ON SOCIAL SECURITY CARD:** \_\_\_\_\_

**TAX NAME \*if different than Supplier Name:** \_\_\_\_\_

**TYPE OF BUSINESS: (Please circle one)**

|                         |                          |                          |                 |
|-------------------------|--------------------------|--------------------------|-----------------|
| Service Provider        | Supplier Metal           | Construction Contractor  | Consultant      |
| Supplier Paper/Chemical | Supplier Raw Product     | Products Broker / Trader | Warehouse       |
| Supplier Ingredients    | Transportation - Freight | Rental Service           | General - Other |

**SIC Code:** \_\_\_\_\_ **or NAIC Code:** \_\_\_\_\_ **Detailed Description of Business or Service:** \_\_\_\_\_

**In the course of your business do you or a subcontractor come onto Menu Property? (Your response should include you and / or a contract person who would be engaged by you to conclude any business transaction). Yes or No**

**PAYMENT SITE ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**\* REQUIRED:** Email Address \_\_\_\_\_

**Menu Foods, Inc., its Affiliates and Subsidiaries  
Attn: Vendor Management Office  
P.O. Box 430 / 601 N. Hico St.  
Siloam Springs, AR 72761**

- ✓ Vendors/Suppliers insurance shall be considered primary, noncontributory, and not excess coverage.
- ✓ The insurance company must endorse coverage with a 30 day written cancellation notice.
- ✓ Workers' Compensation must comply with insured's respective state workers' comp laws.

**Your Menu Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Menu Plant, Department or Location:** \_\_\_\_\_

**\*(Transportation: if you are brokering or hauling product for more than one location you must list each location and contact. Please use the back of this form if needed).**

**I the undersigned do hereby acknowledge that the above information is true and correct. I am the legal owner or a manager with legal authority to sign documents for the above listed business.**

**Signed by:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OMB No. 1545-1621

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.  
 ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

**Do not use this form for:**

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

**Instead, use Form:**

**Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary . . . . . W-8IMY

**Note:** See instructions for additional exceptions.

**Part I Identification of Beneficial Owner** (See instructions.)

|  |  |
|--|--|
| <b>1</b> Name of individual or organization that is the beneficial owner   | <b>2</b> Country of incorporation or organization          |
| <b>3</b> Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust<br><input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization<br><input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation |  |
| <b>4</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>  |  |
| City or town, state or province. Include postal code where appropriate.  | Country (do not abbreviate)                                |
| <b>5</b> Mailing address (if different from above)   |  |
| City or town, state or province. Include postal code where appropriate.  | Country (do not abbreviate)                                |
| <b>6</b> U.S. taxpayer identification number, if required (see instructions)<br><input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN  | <b>7</b> Foreign tax identifying number, if any (optional) |
| <b>8</b> Reference number(s) (see instructions)  |  |

**Part II Claim of Tax Treaty Benefits** (if applicable)

**9 I certify that (check all that apply):**

**a**  The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

**b**  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

**c**  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

**d**  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

**e**  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article \_\_\_\_\_ of the treaty identified on line 9a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_  
 Explain the reasons the beneficial owner meets the terms of the treaty article: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part III Notional Principal Contracts**

**11**  I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1** I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- 2** The beneficial owner is not a U.S. person,
- 3** The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**
- 4** For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**Sign Here** ▶

Signature of beneficial owner (or individual authorized to sign for beneficial owner)      Date (MM-DD-YYYY)      Capacity in which acting



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

|   |   |   |
|---|---|---|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | Name (as shown on your income tax return)   |   |
|   | Business name/disregarded entity name, if different from above  |   |
|   | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate |   |
|   | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  |   |
|   | <input type="checkbox"/> Other (see instructions) ▶   |   |
| Address (number, street, and apt. or suite no.)                   |   | Requester's name and address (optional) |
| City, state, and ZIP code   |   |   |
| List account number(s) here (optional)                            |   |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number |  |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |  |  |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number |  |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|--|
|                                |  |  |  |  |  |  |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .  | THEN the payment is exempt for . . .                              |
|--|---|
| Interest and dividend payments   | All exempt payees except for 9                                    |
| Broker transactions  | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>                 |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>                                       |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))   | The grantor*  |
| For this type of account:   | Give name and EIN of:   |
| 7. Disregarded entity not owned by an individual  | The owner   |
| 8. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 11. Partnership or multi-member LLC   | The partnership   |
| 12. A broker or registered nominee  | The broker or nominee   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))   | The trust   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Menu Foods, Inc.  
Pennsauken, NJ

### Vendor Indemnification Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Vendor, Contractor or Subcontractor) and Menu Foods, Inc., its Affiliates and Subsidiaries hereafter (Menu). In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Vendor, Contractor or Subcontractor will be involved in general business activities with Menu providing products or services, including transportation and may also include remodeling and general construction. In the course of its work, Vendor, Contractor or Subcontractor agrees that they will employ and or contract people who will be on premises owned or operated by Menu.
2. In the event one of Vendors, Contractors or Subcontractors employees or hired hand suffers injury or property damage while on the premises, Vendor, Contractor or Subcontractor agrees to indemnify and save Menu harmless from and against all liability, loss damages, costs and expenses, including reasonable legal fees, which Menu may for any cause, at any time sustain or incur by reason of Vendors, Contractors or Subcontractors employee being on the premises. **Except to the extent such injury or damage is proven to have been caused by or resulted from the negligence of Menu, its employees or its agents.**
3. Vendor, Contractor or Subcontractor shall cause payment to be made to Menu on account of any such liability, loss, damages, cost or expenses before Menu is compelled to make any payment on account thereof. **Vendor, Contractor or Subcontractor shall provide that, upon any claim being made upon Menu as a result of the actions of any employee of the Vendor, Contractor or Subcontractor, Menu's interest shall be protected by insurance coverage on a primary and noncontributory basis.** Vendor, Contractor or Subcontractor shall satisfy and discharge any judgment recovered against Menu by any employee or hired hand of Vendor, Contractor or Subcontractor. **Except to the extent such injury or damage is proven to have been caused by or resulted from the negligence of Menu, its employees or its agents.**
4. If any legal action is taken against Menu either jointly with Vendor, Contractor or Subcontractor or alone, Vendor, Contractor or Subcontractor shall defend such action at its own expense. Menu shall cooperate with Vendor, Contractor or Subcontractor in the defense thereof, or at its election assume the defense, at Vendors' Contractors' or Subcontractors' expense. **Except to the extent such injury or damage is proven to have been caused by or resulted from the negligence of Menu, its employees or its agents.**
5. This Agreement shall be binding upon and ensure to the benefit of the parties and their legal representations, successors, and assigns.

|  |                         |
|--|-------------------------|
| <b>Vendor, Contractor or Subcontractor</b> | <b>Menu Foods, Inc.</b> |
| Signature:                                 | Signature:              |
| Print Name:                                | Print Name:             |
| Print Title:                               | Print Title:            |

## MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement, dated and effective as of \_\_\_\_\_, 20\_\_ is made and entered into by and between Menu Foods, Inc., its Affiliates and Subsidiaries and \_\_\_\_\_.

The parties agree as follows:

### Section 1. Definitions

**“Confidential Information”** means any trade secrets or other information of Discloser that is not generally available to the public, whether of a technical, business or other nature (including, without limitation, the relationship between the parties, the information relating to the Discloser’s products recipes, formulas, Processes, customers or other affairs), that is disclosed to Recipient during the Disclosure Period. Confidential Information also includes any information that has been made available to Discloser by third parties that Discloser is obligated to keep confidential. Confidential Information does not include any information that: (a) is or was acquired by Recipient from a third party and is not subject to an unexpired obligation to such third party restricting Recipient’s use or disclosure thereof; (b) is independently develop by Recipient without reliance upon or use of any of the Confidential Information; or (c) is or has become generally publicly available through no fault or action of Recipient.

**“Confidential Material”** means any document, diskette, tape, writing or other tangible item that contains any Confidential Information, whether in printed, handwritten, coded, magnetic or other form and whether delivered by Discloser or made by Recipient.

**“Disclosure”** means a party that discloses any of its Confidential Information to the other party under this Agreement.

**“Disclosure Period”** mean the period of time beginning with the date of this Agreement and ending three (3) years after.

**“Recipient”** means a party that receives any Confidential Information from the other party under this Agreement.

### Section 2. Confidentiality

**2.1** Confidential Information and Confidential Material are made available to Recipient solely for the purpose of proposing a possible business relationship between the parties; provided, however that nothing herein shall obligate either party to enter into a business relationship. Recipient will not use, disclose, disseminate or distribute any Confidential Information or Confidential Materials for any other purpose without the prior written consent of Discloser. Without limitation of the foregoing, Recipient will not use any Confidential Information or Confidential Materials to design, develop, provide or market any product or service that would compete with any product or service of Discloser.

**2.2** Recipient will protect any Confidential Information and Confidential Material from any unauthorized use, disclosure, copying, dissemination or distribution. Without limitation of the foregoing, Recipient will: (a) make the Confidential Information and Confidential Materials available only to those of its employees, agents and other representative who have a need to know the same for the purpose specified in Section 2.1, who have been informed that the Confidential Information and Confidential Materials belong to Discloser and are subject to the Agreement, and who have agreed or are otherwise obligated to comply with the Agreement; (b) not disclose the Confidential Information to any third party; (c) make or copy the Confidential Materials only as reasonably required for the purposed specified in Section 2.1; (d) not deliver, distribute, display, demonstrate or otherwise make available to the Confidential Materials to any third party except as provided in clause (a) above; and (e) not remove or obliterate markings (if any) on Confidential Information indication its proprietary or confidential nature. In any event, Recipient will be responsible for any breach of this Agreement by anyone receiving Confidential Information or Confidential Materials from or through Recipient. Recipient will, at its sole expense, take all reasonable

measures (including, but not limited to, court proceedings) to restrain prohibited or unauthorized disclosure or use of the Confidential Information or Confidential Materials by anyone receiving the Confidential Information or Confidential Materials from or through Recipient.

**2.3** Notwithstanding Section 2.2, Recipient may disclose or produce any Confidential Information or Confidential Materials if and to the extent required by any discover request, subpoena, court order or governmental action, provided that the Recipient gives Discloser reasonable advance written notice of the same (e.g., so as to afford Discloser a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure).

**2.4** All Confidential Information and Confidential Materials are the property of Discloser. This Agreement will not be interpreted or construed as granting any license or other right under any patent, copyright, trademark, trade secret or other proprietary right, Recipient will hold all Confidential Materials in trust for Discloser and will promptly destroy them or deliver them to Discloser upon the earlier of Discloser’s request or when they are no longer needed for the purpose described in Section 2.1. Upon Discloser’s request, Recipient will certify in writing its destruction of such Confidential Materials.

**2.5** Recipient will comply with any and all applicable laws relating to the use, disclosure, copying, dissemination and distribution of any Confidential Information or Confidential Materials (including, but not limited to, any and all laws related to Discloser’s proprietary rights or the export of any technical data included in such Confidential Information.).

**Section 3. Miscellaneous**

**3.1** In the event of any breach of this Agreement, Discloser may suffer irreparable harm and have no adequate remedy at law. In such event or the threat of any such event, Discloser will be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies, and without necessity of posting a bond or other security.

**3.2** The prevailing party will be entitled (in addition to any and all other remedies) to recover any and all cost and expenses (including, without limitation, reasonable attorneys’ fees) that it may incur in connection with any legal action to enforce this Agreement or to recover damages or other relief on account of any breach of this Agreement.

**3.3** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Arkansas without regard to its choice of law principles to the contrary. Each Party hereby irrevocably consents to the jurisdiction and venue of any state or federal court located in Benton County with regard to any legal or equitable action or proceeding relating to this Agreement.

|                  |               |
|------------------|---------------|
| MENU FOODS, INC. |               |
| Address:         | Address:      |
| City, State :    | City, State : |
| By:              | By:           |
| Print Name:      | Print Name:   |
| Title:           | Title:        |



Menu Foods, Inc.  
Pennsauken, NJ

## LOCKOUT/TAGOUT POLICY

### **I. PURPOSE**

The procedure establishes the minimum requirements for the LOCK-OUT/TAGOUT Policy to be followed at all Menu facilities for the protection of life and injury to employees.

### **II. SCOPE**

This program covers the installation, servicing, maintenance and sanitation (clean-up) of machines, equipment or other devices in which the unexpected energizing or start-up of the machines, equipment or other devices: and/or release of stored energy could cause injury or death to employees. This policy establishes the minimum requirements for the control of such hazardous energy.

### **III. RESPONSIBILITY**

Appropriate employees shall be instructed in the safety significance of the LOCKOUT/TAGOUT procedure. All maintenance employees, supervisors, (maintenance and production) employees that operate equipment, affected new and transferred employees and other employees whose work duties may expose them to hazardous energy or unexpected equipment start-up; are to be trained, instructed and required to abide by this policy. Also, all outside servicing agencies, contractors and etc., are included in this policy when performing services or installations in Menu facilities.

### **IV. POLICY**

A LOCKOUT/TAGOUT is a temporary condition in energy in a shut-down machine or other device is neutralized to protect against unexpected movement or release of energy.

Sudden, unexpected motion by a supposedly shut-down machine or accidental release of energy could cause serious injury, even death. Because of this danger, the following procedures will be strictly adhered to:

- A. When should equipment or other potential hazardous devices be LOCKED-OUT/TAGGED-OUT:

1. During set-ups: Be sure equipment cannot start unexpectedly while you are preparing a machine for operation.
2. Before any protective cover, guards, shields or other such safety devices are removed and while these items are not in place or if an employee should by-pass such safety devices.
3. While trouble-shooting: Be sure no machine part will hit you while you are looking for the cause of a problem in a shut-down machine.
4. Before performing maintenance or clean-up (sanitation): Be sure machine is totally at rest before you perform routine maintenance, cleaning, servicing, lubrication or adjustment of any part.
5. Before making repairs: Be sure no accidental start-ups or motion cannot occur when you are doing overhauls or repairs.
6. Before pre-op inspection: Be sure that accidental start-up is made while personnel is making pre-operational and USDA inspections.
7. Close Proximity: When an employee is working close to an operating machine or other device that could cause injury if contact with that machine is made.

**B.** There are seven (7) basic steps to follow when LOCKING-OUT/TAGGING-OUT EQUIPMENT.

1. Think, plan and check: If you are in charge, think through the entire procedure. Identify all parts of any systems that need to be shut down. Determine what switches, equipment, and people will be involved. Carefully plan how restarting will take place.
2. Notify Others: Machine operators, supervisors, maintenance employees, etc., should know that the machine will be locked out and why. This is especially important if work is to be done in isolated areas.
3. Review The Entire LOCKOUT/TAGOUT Procedure: Before you start, think through every required step and double check everything. For example:
  - a. Compare shut-down and work authorization. Is the correct system being locked-out and worked on?
  - b. Are all switches labeled correctly so the right ones can be locked-out?
  - c. Are there any related systems that need to be shut-down and locked-out?
  - d. Are employees wearing the required personal protective equipment? Make certain all watches and rings have been removed.

4. Identify All Energy Sources:
  - a. Both kinetic energy (energy in motion) and potential energy (stored energy) must be neutralized for proper LOCKOUT/TAGOUT.
  - b. Electrical Energy Source:

AC, DC, power and control circuits, high voltages, radiation producing circuits, static electricity, or electricity stored in capacitors.
  - c. Mechanical Energy Source:

Arms, levers, shafts, flywheels, sliding assemblies, cylinders, pistons, springs, gears, fork lifts, extended dump beds and etc.
  - d. Chemical Energy Source:

Chemical in a device, chemicals applied to a device, chemicals used in repairing process.
  - e. Hydraulic and Pneumatic Source:

Compressed fluids, compressed air, steam, water or gases in pipes, hoses, tanks, boilers, etc.
  - f. Thermal Energy Source:

Such items as extremely hot water, steam, hot gases and etc., also, such items as extremely cold refrigerants, water and etc.
5. Neutralize All Energy: It is not enough just to “Pull the Plug!” Stored energy that has not been neutralized could set a machine part in motion. To prevent this:
  - a. Turn off electrical power by breaking the circuit at source of energy (not the controls that operate the source of energy). In most cases, this would be the main power disconnect.
  - b. Lower all suspended parts to lowest (rest) position whenever possible.
  - c. Block movable parts that might be affected by gravity or other forces. Use the proper chain, breaker, pin, etc.
  - d. Vent air pressure from pneumatic lines, pressure reservoirs, accumulators, air surge tanks, etc. If pressure cannot be relieved, block any possible movement and lock it out.
  - e. Drain or bleed hydraulic lines to remove pressure.

- f. Wait for all moving parts to stop before you enter or place part of your body in a danger zone.
  - g. Allow hot/cold surfaces to equalize.
6. LOCKOUT POWER: As you neutralize energy, lock it out to be sure no one can accidentally start machinery.
- a. Attach lock to electrical disconnect, bleeder or block valves or pneumatic and hydraulic lines or special lockout devices for special situations.
  - b. Use warning tags to alert others to the status of the machines. Complete the required information and attach to the lock that you have placed. Use tags elsewhere on machinery, pipes or other devices, for information purposes. DO NOT use tags only as a LOCKOUT. You must use a LOCK accompanied by a completed tag. Tags must be for LOCKOUT purposes and state such; and signed by person performing the procedure.
  - c. Do not remove a lock unless you are the person who attached it. When equipment is LOCKED-OUT/TAGGED-OUT for work that extends beyond the end of the shift, an employee will leave the LOCKOUT in place provided he/she is certain that the equipment will not be needed before the next scheduled shift. The supervisor of the next shift will be informed of the LOCK-OUT machine. Should the equipment be needed during the next shift; the same

procedure for LOCKOUT/TAGOUT will be followed by the new on duty employee with his/her LOCK & TAG in place before the previous shift employee removes his/her LOCK & TAG.

A NOTE ABOUT LOCKS --- use your own lock. You will be the only person that has a key to your lock – there will be NO duplicate key. It should be labeled with your name and department. Maintenance Department locks will be color coded with BLUE TAPE; Supervisors and other locks will be color coded with RED TAPE.

DO NOT lend your lock and key to anyone.

Report loss of lock or key immediately.

7. Test Equipment: To make sure the LOCKOUT is in effect:
- a. Never enter a danger zone until you are certain no dangerous movement is possible.

- b. Review your checklist of specific LOCKOUT/TAGOUT steps to be sure all have been performed.
- c. Push start buttons to verify that power is disconnected.
- d. Inspect each movable part to see if it is at rest.
- e. Test the electric circuit to make sure all power is off.
- f. Operate valves to be sure no machine part will be moved by pressure.
- g. Double check for other people who may be in the danger zone.

CAUTION: Return operating controls to Neutral or off position after test.

THE EQUIPMENT OR DEVICE IS NOW “LOCKED-OUT/TAGGED OUT”.

#### V. RESTORING MACHINES OR EQUIPMENT TO NORMAL PRODUCTION OPERATIONS

- A. After the servicing, maintenance, clean-up (sanitation) or etc. is complete and equipment is ready for normal production operations, check the area around the machines or equipment to ensure that no one is exposed. Also inform the affected employees that the LOCK-OUT/TAGOUT is being removed and the machinery equipment is being put back into operation.
- B. After all tools have been removed for the machine or equipment, guards have been reinstalled and employees are in the clear, remove all LOCKOUT/TAGOUT devices. Operate the energy isolating devices to restore energy to the machine or equipment.

#### VI. PROCEDURE INVOLVING MORE THAN ONE PERSON

In the preceding steps, if more than one individual is required to LOCKOUT/TAGOUT equipment, each shall place his/her own device(s). When an energy isolating device cannot accept multiple locks or tags, a multiple lockout or tagout device (hasp) may be used. If lockout is used, a single lock may be used to lockout the machine or equipment with the key being placed in a lockout box or cabinet which allows the use of multiple locks to secure it. Each employee will then use his/her own lock to secure the box or cabinet. As each person no longer needs to maintain his or her lockout protection, that person will remove his/her lock from the box or cabinet. The supervisor in charge of the multiple persons involved in the multiple LOCKOUT/TAGOUT procedure will be responsible for the procedure.

#### RESPONSIBILITY

It will be the responsibility of each facility manager to ensure compliance with this policy. Any employee who fails to observe the procedure as outlined or any employee who tampers with equipment in a LOCKOUT state and/or locks and tags in place will be disciplined per corporate policy (copy attached).

Each employee whose job it is to perform LOCKOUT/TAGOUTS will be required to sign a statement acknowledging that he/she has been instructed on the proper LOCKOUT/TAGOUT procedures.

**I/We have received this Lockout/Tagout Policy as part of my new vendor packet from Simmons. I/We understand that this program must be adhered to at all time by any and all of our employee, or subcontractor who come onto Menu owned or operated premises. I/We agree to share this information with any and all persons we would send to conduct business under our approved vendor status.**

Contractor / Subcontractor or General Vendor

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Menu Foods, Inc.  
Pennsauken, NJ

## **VENDOR-CONTRACTOR'S SAFETY RESPONSIBILITIES**

**In order to minimize the possibilities of personal injury and property damage for the Contractor or Subcontractor and Menu; all are asked to adhere to the following. It is the responsibility of the Contractor or Subcontractor to be in compliance with the OSHA regulations concerning Industry and Construction Standards while construction work is being performed at Menu owned or operated facilities.**

1. A current Certificate of Liability Insurance is to be on file with the Menu Vendor Management Accountant at the Corporate Office.
2. A current Certificate of Workers Compensation Insurance is to be on file with the Menu Vendor Management Accountant at the Corporate Office.
3. A good housekeeping program will be in effect during all construction activities.
4. A fire prevention plan will be in effect at all times including adequate fire extinguishers and the use of a **Hot Work Program** per OSHA requirements and Menu written programs (copies available).
5. FIRST AID KIT (1926.50) should be conspicuously located and contain necessary supplies.
6. FIRST AID PERSONNEL (1926.50) Should be present on job site if not in near proximity to a doctor or hospital.
7. EMERGENCY PHONE NUMBERS (1926.50) should be posted in conspicuous location near phone.
8. OSHA POSTER (29 CFR 1903) Should be conspicuously located where employees can see.
9. OSHA 200 ACCIDENT LOGS (29 CFR 1904) should be on file, or posted, for current year.
10. TRASH CONTAINER (S) (1926.25) should be provided used and emptied as necessary.
11. SCRAP MATERIAL, TRASH AND DEBRIS (1926.25) should be in designated areas and hauled off when necessary.
12. PROJECT MATERIALS (1926.250) Should be stored in a safe manner and safely accessible.
13. FIRE EXTINGUISHER (S) (1926.150) Should be available and in charged condition.
14. HARD HATS (1926.100) should be worn by all persons while on job site.
15. SHIRTS AND SHOES (or BOOTS) (1926.28) Should be worn by all persons on job site **(No Tennis Type Shoes)**
16. PERSONAL PROTECTIVE ITEMS (1926.28) Such as safety glasses, gloves, welding shields, respirators, ear protection, rubber boots, etc., are to be worn in regard to work being performed and per the facility exposure programs.

17. COMPRESSED GAS CYLINDERS (1926.350) should be in upright, secured position when not in use, separated from heat, and capped.
18. LADDERS (1926.450) should be in first-class condition, tied off, and extending three feet above landing when in use.
19. SCAFFOLDS (1926.451) Should be on sound footing, properly braced, and have standard rails if over ten feet high. (Scaffolds four to ten feet high require guard rails if platform is less than 45 inches.) Scaffold platform should be secure.
20. FLOOR AND ROOF PROTECTION (1926.500) Open-sided floors and roofs should be adequately guarded with standard railings or barriers. Floor holes and roof openings should have standard rails or covers.
21. STAIRWAYS (926.500 AND 1926.501) With four or more risers should be provided with a handrail, and free of debris and hazards.
22. ILLUMINATION (1926.56) should be provided in dark work areas with approved and guarded lamps.
23. ELECTRICAL CORDS & TOOLS (19.26404) All 15-20 amp electrical cords and tools should be tested and properly taped as described in a Company's written Grounding Conductor Program. (Program should be on file) EXCEPTIONS; Does not apply if using Ground Fault Circuit Interrupters.
24. FLAMMABLE LIQUIDS (1926.152) should be stored in approved containers, contents identified, stored in safe location, and warning signs posted.
25. TRENCHES & EXCAVATIONS (1926.651) five or more feet deep should be shored or back sloped and adequately barricaded.
26. GUARDS (1926.300) should be on saws, grinders, exposed belts, etc.
27. HAZARD COMMUNICATIONS (HAZCOM) STANDARDS (1926.59) should be explained to all employees, a written description available and MSD sheets accessible on products being used. Hazardous chemicals should be labeled.
28. LOCKOUT / TAGOUT (1910-147) The OSHA Regulation for Industry and Construction will be followed to protect employees of both the Contractor and Menu .
29. CONFINED SPACE ENTRY (1926 & 1910.146) Before entry into a confined space; a written program will be in effect and followed.

**NOTE: This list does not contend to contain all regulations for which Construction Contractors are required to comply. While at Menu, Contractors will follow the OSHA regulations pertaining to the work they will be doing. Copies of such programs are to be given to Menu upon request. In addition, the Contractor must review Menu Safety Policy pertaining to OSHA compliance. These policies are followed by Menu employees and are available for review by contacting the Menu facility Safety Manager.**

**I HEREBY ACKNOWLEDGE REVIEWING MENU SAFETY POLICES PERTAINING OSHA COMPLIANCE.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_



January 27, 2011

Dear Supplier:

As part of our continuing efforts to improve our quality procedures, Simmons Pet Food, Inc. and its Subsidiaries have implemented the following requirements for all incoming raw materials effective immediately.

Our policy is such that you should provide the following with each and every load:

- The material being provided must have the Simmons Raw Material code on the Bill of Lading (BOL), Certificate of Analysis (COA) and the bag/box/pallet tag.
- All materials being received must have a BOL and COA upon arrival for every lot received, if a COA is not applicable please forward a Letter of Guarantee.
- The manufacturer must be listed on the BOL, COA, as well as the bag/box & pallet tag. It needs to be clearly documented who the material is packed by and for.
- The BOL or packing list must list or reference the Simmons purchase order # for tracking purposes.
- The trailer must be sealed and the seal number properly recorded on the BOL.; unless shipped via a "Less than Load (LTL)" which is defined as any load less than 10,000 pounds with more than one destination stop.
- Incoming fresh ingredient temperatures will be monitored and recorded and may be rejected if outside of specification limits (fresh ingredients should be maintained at <40°F), to include assessment of the trailer temperatures upon arrival.
- The manufacturer must be an APPROVED factory in our system, again reference attached material & approved factory list. If you potentially have other locations/manufacturers that we have not listed, then please forward that information. We will need a completed Vender Familiarization Form & Self Audit. Any material shipped from a factory not appearing on the attached list is subject to rejection.
- The material must meet our specifications.

If any of these items are not met, then the load may be rejected. Multiple rejections may result in disqualification of the supplier. The raw material specifications for materials you provide have been included with the packet at this time and will require that you review the COA requirements. If you are not capable of completing the testing required for the COA, please provide an explanation of what testing can be done and if additional costs would be associated with completing these testing requirements. If you can provide evidence of having completed a third party audit, please do so as well.

The above criteria are part of a continuing effort by Simmons Pet Foods to comply with our business requirements, including Bioterrorism regulations. As one of our selected and approved suppliers, it is imperative that you adhere to these requirements. Please sign and return this letter by fax to 620-342-5696 as your acknowledgement and acceptance of the above requirements and specifications provided by Simmons Pet Food Inc. Please contact our Technical Services department directly with any questions at 620-342-1323.

Supplier Name \_\_\_\_\_ Tax ID \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_