



**McCain Foods USA, Inc.**  
**McCain Foods (Canada) A Division of McCain Foods Limited**  
 Regulatory Affairs  
 1 Tower Ln, Oakbrook Terrace, IL 60181  
 Main: 630.857.4397

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ having its principal business office located at \_\_\_\_\_ (“Seller”) hereby certifies to McCain Foods, USA, Inc., located at **1 Tower Ln, Oakbrook Terrace, IL 60181** and to McCain Foods (Canada), a Division of McCain Foods Limited, located at 8800 Main Street, Florenceville-Bristol, NB E7L 1B2 (collectively “Buyer”), the following.

- 1) This agreement pertains to (product name and brand)  
 \_\_\_\_\_
- 2) Food, packaging, and any other item manufactured, processed, shipped or coordinated on or after the date of this Indemnity and Hold Harmless Agreement by Seller to Buyer are guaranteed to be not adulterated or misbranded, and are in all respects compliant with all the laws and regulations of the applicable local, state, and federal authorities governing the Seller and Buyer, as well as any agreed upon specification requirements between the Seller and Buyer.
- 3) **Seller agrees to indemnify and hold harmless the Buyer from all costs, liabilities, losses and damages (including, but not limited to, consequential damages and reasonable attorney fees and costs) arising out of or in connection with: (a) any breach by Seller of the guaranty in paragraph number one (#1) above; (b) any claim or proceeding brought by a government authority related to a product supplied by Seller to Buyer pursuant to paragraph number one (#1) above; (c) any claim or proceeding brought against Buyer by any third-party seeking damages arising out of or related to Buyer’s use of a product supplied by Seller pursuant to paragraph number one (#1) above; and (d) any recall, market withdrawal, or stock recovery of a product supplied by Seller to Buyer pursuant to paragraph number one (#1) above (whether initiated by a government agency or voluntarily by Buyer or Seller in their discretion).** However, Seller’s obligation to indemnify and hold Buyer harmless shall not apply to any circumstances involving the intentional or reckless conduct of Buyer.
- 4) Seller shall maintain product liability insurance of no less than \$2,000,000 combined single limit coverage (bodily injury and property damage), and shall list Buyer as an additional insured. Seller shall furnish Buyer at its request with satisfactory evidence of such insurance.
- 5) The guaranty and obligations set forth above are continuing and shall be in full force and effect until revoked in writing by Seller.

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<b>PREPARED BY:</b>	M. Abdelli	<b>SUPERCEDES:</b>	Nov 8, 2013	<b>REV. NO.:</b>	2

**NOTES:**  
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- 6) By executing this document, the signatory below certifies s/he is duly authorized by Seller to enter into this Indemnity and Hold Harmless Agreement on Seller’s behalf.

INDEMNITY AND HOLD HARMLESS AGREEMENT

Company Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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