

MAKE REAL FOODS LLC

Terms and Conditions

Effective August 28, 2019

By accessing and browsing any Make Real Foods website, including, without limitation, mobile websites, (the “Website”) you accept, without limitation or qualification, the terms, conditions, policies and notices contained on this page (the “Terms”) including, but not limited to, conducting this transaction electronically, disclaimer of warranties, damage and remedy exclusions and limitations, and a choice of Illinois law.

Make Real Foods may, in its sole discretion, and at any time, discontinue this Website or any part thereof, with or without notice, or may prevent your use of this Website with or without notice to you. You agree that you do not have any rights in this Website and that Make Real Foods will have no liability to you if this Website is discontinued or your ability to access the Website or any content you may have posted on the Website is terminated. Upon the termination of this agreement, you shall cease all use of the Website. You further agree that Make Real Foods will not be liable for any modification or suspension of the Website.

Acceptance of Terms Make Real Foods LLC provides you with access to, and use of, the Website subject to all applicable laws and regulations and these Terms. If you do not accept each of the terms and conditions contained in these Terms without limitation, please do not use or download the Website. These Terms supersede any other agreements you may have with Make Real Foods regarding this subject matter.

Grant of License. The Website, including the software (including, without limitation, software, code, files, images, contained in or generated by the software, accompanying data, Boot ROM code and other embedded software), Website updates, documentation and any accompanying fonts, whether in read-only memory, on any other media or in any other form are licensed to you by Make Real Foods subject to these Terms. Neither title nor any intellectual property rights are transferred to you, but rather remain with Make Real Foods, who owns full and complete title, and Make Real Foods reserves all rights not expressly granted to you. The rights granted herein are non-transferable, and are limited to Make Real Foods’s intellectual property rights in the Website and do not include any other patents or intellectual property rights. You have permission to use the Website on one device at a time. You may not make the Website available over a network where it could be used on multiple devices at the same time. These Terms do not grant you any rights to use Make Real Foods proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories for use with the Website. These Terms do not entitle you to receive and does not obligate Make Real Foods to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Website.

This Website is operated on behalf of Make Real Foods for your personal entertainment, information, education, and communication. Please feel free to browse the Website. You

may download material on the Website only for personal, non-commercial use, and you must retain all copyright and other proprietary notices contained in the materials. Notwithstanding the foregoing, you may not distribute, modify, copy (except as set forth above), transmit, display, reuse, reproduce, publish, license, re-post, create derivative works from, transfer, sell or otherwise use the Content (as defined below) of the Website, including the text, images, audio, or video, for any purposes, without Make Real Foods's prior written permission.

Change of Terms. Make Real Foods may at any time revise these Terms by updating this posting and may also make changes to the content, links or functionality of the Website at any time. You are bound by any revisions and should therefore periodically visit this page to review the Terms to which you are bound.

Comments and Questions. For general product and promotions inquiries, please contact Make Real Foods Consumer Relations:

- By Mail: P.O. Box 14488, Chicago, Illinois 60614
- By Email: jessandbarry@makerealfoods.com

Infringement Claims. Make Real Foods investigates notices of alleged infringement and takes appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA"). Make Real Foods's Designated Agent to receive notifications of claimed copyright infringement is:

- By Mail: P.O. Box 14488, Chicago, Illinois 60614
- By Email: jessandbarry@makerealfoods.com

Your notice of claimed infringement must include: (a) physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing and that is to be removed from the site, as well as information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. For more details on the information required for valid notification see 17 U.S.C. 512(c)(3). Under the DCMA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

Intellectual Property Ownership. The content or other materials on the Website including, but not limited to, all text, audio, images and other materials or elements (collectively the "Content") are owned and copyrighted by Make Real Foods and its licensors with all rights reserved. Assume that everything you see or read on the Website

is protected by copyright and owned by Make Real Foods unless otherwise noted, and may not be used except as expressly provided in these Terms without Make Real Foods's prior written permission. Make Real Foods does not warrant or represent that your use of Content displayed on the Website will not infringe the rights of third parties not owned by or affiliated with Make Real Foods.

No Unauthorized Use of Images. Images of people or places displayed on the Website are either the property of, or used with permission by, Make Real Foods. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Trademarks. Maker Oats is a trademark of Inviting Foods LLC. It is manufactured by Make Real Foods LLC under a license agreement with Inviting Foods LLC. The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Website are registered and unregistered Trademarks used by Make Real Foods LLC, Inviting Foods LLC, or other third parties. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without the written permission of Make Real Foods or such third party that may own the Trademarks displayed on the Website. Your use of the Trademarks or any other content on the Website is strictly prohibited, except as specifically authorized in these Terms. You are advised that Make Real Foods will aggressively enforce its intellectual property rights to the fullest extent of the law, including, when appropriate in its discretion, the seeking of criminal prosecution.

Representations, Disclaimer of Warranties, and Limitations of Liability. Make Real Foods uses reasonable efforts to include accurate and up to date information in the Website; however, Make Real Foods makes no warranties or representations as to its accuracy. Make Real Foods assumes no liability or responsibility for any errors or omissions in the content of the Website. Make Real Foods makes no representations about the reliability of the features of this Website, the Content, User Content, or any other Website feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such materials or systems will be at your own risk.

Your use of the Website is at your own risk. Neither Make Real Foods nor any other party involved in creating, producing, or delivering the Website is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of the Website. Without limiting the foregoing, everything on the Website is provided to you "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL MAKE REAL FOODS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS WEBSITE, NOR SHALL MAKE REAL FOODS BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS,

INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND MAKE REAL FOODS'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS WEBSITE'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL MAKE REAL FOODS OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE, EVEN IF MAKE REAL FOODS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. For the avoidance of doubt, Make Real Foods also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to use of, or browsing in the Website or your downloading of any materials, data, text, images, video, or audio from the Website.

BY ACCESSING THIS WEBSITE, REGISTERING WITH THIS WEBSITE AND/OR ACCEPTING ANY INFORMATION FROM THIS WEBSITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD MAKE REAL FOODS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THIS AGREEMENT; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF THE WEBSITE OR THE CONTENT; (D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (E) ANY MISREPRESENTATION MADE BY YOU; (F) ANY DISPUTE BETWEEN YOU AND ANOTHER USER OF THE WEBSITE; (G) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR PASSWORD; OR (H) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN MAKE REAL FOODS'S DEFENSE OF ANY CLAIM. MAKE REAL FOODS RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF MAKE REAL FOODS.

No Unsolicited Ideas. Please do not submit unsolicited ideas or suggestions to the Website. Any communication or material you transmit to the Website by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Subject to Make Real Foods' privacy policy applicable to the Website, anything you transmit or post may be used by Make Real Foods or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Make Real Foods is free to use any ideas, concepts, know-how, or techniques contained in any

communication you send to the Website for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

Links. Make Real Foods has not reviewed all of the sites that may be linked to the Website and is not responsible for the content of any off-site pages. Such links are provided for your convenience only, and are not express or implied warranties, endorsements or approvals by Make Real Foods of any products, services, advice or information available from such sites. Viewing all other sites is at your own risk.

Postings. From time to time on certain areas of our Website you may be able to submit written posts and certain other materials (“User Content”). Make Real Foods is under no obligation to monitor any posting or transmission of User Content to or about the Website and assumes no responsibility or liability arising from the content of any such posting or transmission nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein or related thereto. By using the Website’s features, you agree that you will not engage in any of the following activities on the Website:

- Uploading, posting or otherwise transmitting any unlawful, harassing, threatening, libelous, defamatory, harmful, tortious, obscene, scandalous, inflammatory, racist, pornographic, violent, profane or otherwise objectionable or inappropriate material (as determined by Make Real Foods) or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law;
- Uploading, posting, reproducing or distributing any information, software, or other materials protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- Collecting or storing personal data about other users;
- Posting any User Content that contains personal information about any individual, or any other information that you are under a contractual obligation to keep private or confidential;
- Using the Website for any commercial purpose not expressly approved by Make Real Foods in writing;
- Impersonating any person or organization, including without limitation, the personnel of Make Real Foods, or misrepresent an affiliation with another person or organization;
- Uploading, posting, emailing, or otherwise transmitting any advertising or promotional materials or any other form of solicitation or unauthorized communication;

- Uploading, posting, emailing, or otherwise transmitting any material that contains viruses, corrupted files, or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment, or otherwise adversely affect the operation of the Website or a feature of the Website.

Make Real Foods does not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by Make Real Foods without the prior review and written approval of Make Real Foods.

Make Real Foods will fully cooperate with any law enforcement authorities or court order requesting or directing Make Real Foods to disclose the identity of anyone posting any such information or materials.

You further understand and agree that you have no ownership rights to any account you may have with us or other access to the Website or features therein. Make Real Foods may cancel your account and delete all User Content associated with your account at any time, and without notice, if Make Real Foods deems that you have violated these Terms, the law, or for any other reason. Make Real Foods assumes no liability for any information removed from our Website, and reserves the right to permanently restrict access to the Website or a user account.

By displaying, publishing, or otherwise posting any User Content on or through the Website, you hereby grant to Make Real Foods a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or websites known or hereinafter developed. You continue to retain all ownership rights in your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein. You represent and warrant that you own the content submitted, displayed, published or posted by you on the Website and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree to indemnify and hold Make Real Foods, its parents, subsidiaries, officers, employees, agents, and contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, or any violations thereof by your dependents or which arises from the use of User Content you submitted, posted, or otherwise provided to Make Real Foods or this Website.

Location Based Services: This Website may use location-based services to locate you. If you choose to use the location-based services portion of this Website, you consent to Make Real Foods and/or its third party provider accessing your approximate or exact location. You also grant Make Real Foods permission to use this information to improve its products or to provide services or technologies to you, as well as to provide advertising content in which Make Real Foods believes you may be interested, including working with third parties who provide targeted advertising content.

App Website Users. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Website, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Website. Make Real Foods may, at its discretion, automatically download Website updates to your device from time to time. You agree to accept these Website updates, and to pay for any costs associated with receiving them. The Website may not work with all devices or all mobile carriers. Make Real Foods makes no representations that the Website will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Website, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

Assignment. Make Real Foods may assign this agreement, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use all or any part of the Website. To the extent that you allow a third party to use your device, you shall remain solely responsible for the use of the Website by others using the device.

General Information. Both you and Make Real Foods acknowledge and agree that no partnership is formed and neither of you nor Make Real Foods has the power or the authority to obligate or bind the other.

By using the Website, you agree that the statutes and laws of the United States and the State of Illinois without regard to conflicts of laws principles, will apply to all matters relating to use of the Website, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts for Chicago, Illinois, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree that any disputes, claims and causes of action arising out of or connected with the Website and/or this agreement, will be resolved individually, without resort to any form of class action.

On certain areas of our Website, you may be given the ability to provide us with personally identifiable information. Please read our Make Real Foods Privacy Policy (at http://www.makeroats.com/pdf/privacy_policy.pdf) for more information about our information collection and use practices.

The failure of Make Real Foods to comply with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Make Real Foods, shall not be deemed a breach of these Terms. If Make Real Foods fails to act with respect to your breach or anyone else's breach on any occasion, Make Real Foods is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute a binding agreement between you and Make Real Foods, and are accepted by you upon your use of the Website. These Terms constitute the entire agreement between you and Make Real Foods regarding the use of the Website. By using the Website, you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

All [™] and [®] are trademarks of their respective owners. © The Make Real Foods LLC, 2019