

Updated October 1, 2020

Terms and Conditions

Real Foods Real Rewards is a loyalty program offered by The Real Food Company to its customers. These terms and conditions form the agreement (the "Agreement") between each customer that participates in Real Foods Real Rewards and The Real Food Company with respect to the Program. Members may contact The Real Food Company at 2140 Polk Street San Francisco, CA 94109 or 415-673-7420.

By completing the enrollment process and participating in Real Foods Real Rewards, Member agrees to the terms and conditions, rules, regulations, policies, and procedures of the Program, including those regarding Company's collection, use and disclosure of Member's personally identifiable information ("Personal Information") as described below in the Personal Information section, which are also available at realfoodco.com/rewards. Each Member is responsible for remaining knowledgeable about the Program terms and conditions. The Real Food Company reserves the right to disqualify Members who have violated any of the Program terms and conditions. The Real Food Company reserves the right to change the terms or conditions of the Program or terminate the Program or Member's membership in the Program at any time, for any reason, without prior written notice. Communications about Real Foods Real Rewards, including changes to the Program, will be posted on Realfoodco.com/rewards.

Real Foods Real Rewards is open to U.S. residents at least 18 years of age. Program membership is not available to corporations, businesses, charities, partnerships, enterprises, or any other entity, unless written approval is received in advance from The Real Food Company, in its sole discretion. Members are responsible and liable for any tax consequences which may result from Member's participation in the Program. Membership is required at purchase to receive points. Price adjustments are eligible only during that promotional pricing period.

Any fraudulent or unauthorized use of the Program is strictly prohibited and may result in termination or disqualification from the Program and a forfeiture of all Points earned. The Real Foods Real Rewards card ("Card") is not a credit card. The Card is the property of Company, and it may be revoked at any time by Company at its sole discretion. Any unauthorized reproduction of the Card may lead to legal prosecution and forfeiture of membership in the Program and all Points earned.

Personal Information

The Program is a financial incentive program. While Membership in the Program is free, and no initial purchase is required, Company is entitled to use and/or disclose the Personal Information Member provides during the enrollment process as well as gathered as part of Member's use of the Program in exchange for providing the financial incentives offered by the Program. All Personal Information associated with the Member account may be accessible to such Member. Additional information regarding the manner by which Company collects, discloses and protects

Member's Personal Information is set out in the Online Privacy & Security Policy at www.realfoodco.com/privacy and/or the Notice of Privacy Practices, as applicable.

Additionally, by participating in the Program, Member agrees to allow Company to communicate via mail, email, phone, external websites and various other channels. If permission is granted by the Member, Company may also communicate via text or mobile device. Company may use these channels to communicate Member account status, notify Member when they are eligible for a reward, communicate program changes, offer special Member promotions, coupons, information and offerings that may be of interest to the Member, and more.

The Real Food Company reserves the right to refuse membership in the Program to any customer who does not follow the enrollment procedures and/or does not provide the Personal Information required for enrollment. Member should promptly notify the Program of any changes to Personal Information, either by visiting Realfoodco.com/rewards or by calling the store at 415-673-7420.

The Real Food Company reserves the right to cancel any membership for which it has incomplete, inaccurate, false or fictitious Personal Information. In the event that The Real Food Company terminates the Program or cancels Member's membership in the Program for any reason, all Real Foods Real Rewards points ("Points") earned on Member's account will be forfeited.

Earning Points:

The Program enables a Member to access sales and promotional pricing, earn Real Foods Real Rewards Points on certain purchases or behaviors and redeem Points on certain future purchases at Real Foods. Member must provide his/her phone number associated with the Real Foods Real Rewards account or present his/her personal Card to the cashier at a before the purchase transaction is completed in order to earn and/or redeem Points. Points have no fixed value, may not be redeemed for cash, and are not transferable to any other individual or entity. Any transfer or attempt to transfer Member's Card or Points shall result in automatic cancellation of the Member's account and revocation of Member's Points. Real Foods Real Rewards Members may be offered promotions ("Point Promotions") which will award Points with the purchase of specified products and/or services during the promotion period and, when specified, by completing any required registration process. Point Promotions will not apply to rain check items purchased after the promotion has ended. Points will not be earned on the portion of a transaction that was paid for using redemption dollars or store credit. Unless explicitly stated otherwise, Point Promotions will not apply to and Points cannot be earned on employee purchases. The Real Food Company reserves the right to add or delete items eligible for Points issuance at any time, at its sole discretion, without notice. Points for in-store purchases will be awarded to the Member's account no later than 48 hours after purchase. Points will not be awarded if in Company's reasonable opinion the merchandise purchased will be used for resale or commercial use, and any Points awarded on such purchases will be forfeited. Company reserves the right to limit Points awarded with respect to any offer or promotion to reasonable

household quantities. On a return and/or exchange, Points may be deducted from the Member's account that were used for the original purchase.

Redeeming Points:

When purchasing items and/or services at a Real Foods, Member may choose to either redeem previously earned Points or continue saving Points to use on a future purchase of items and/or services. If Member elects to redeem earned Points, the Points will be converted into redemption dollars and the value of the redemption dollars will be deducted from the total price of the Member's purchase of items and/or services. Earned Points are converted into redemption dollars at the following tiers: (1) 250 points = \$10 The maximum amount of redemption dollars that can be redeemed in a single transaction is 250 points with a 500 point limit per day. Unless explicitly stated otherwise, redemption dollars may not be used by employees and neighboring employees. Company may, at any time and without notice, change, eliminate, or terminate the Points earning and redemption procedures and offerings. Company, at its discretion, may not show the full list of redemption tiers on marketing materials. Upon redemption of Points, the Points will immediately be deducted from Member's account. Once Points are redeemed, Points cannot be credited back to Member's account. When returning items paid with redemption dollars, the redemption dollars will be refunded to Member in the form of store credit. The sale or barter of Points, or any other award or benefit (other than by the Company), is expressly prohibited. Any Points, award, or benefit transferred, assigned, or sold in violation of these terms and conditions will be confiscated and membership in the Program may be terminated. Should any Real Foods Real Rewards Member not use their Card (physical Card or phone number look-up) in a transaction for 12 consecutive calendar months, the membership will be deemed to be inactive and all accumulated Points will be forfeited. For active Members, points do not expire.

Company names, logos and trademarks may not be used by Member in any manner without the prior written consent of the Company. Dispute Resolution If a dispute ever arises between Member and Company relating in any way to the Agreement or the Company's Balance Rewards Program, including claims based on state or federal statutes, Member should first contact Company. If the matter cannot be resolved informally, Member and Company each agree that any and all disputes or claims that have arisen or may arise between Member and Company shall be resolved exclusively through final and binding arbitration, rather than in court, except that Member may assert claims in small claims court, if Member's claims qualify ("Agreement to Arbitrate"). The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate, which shall be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by the Agreement. A form for initiating arbitration proceedings is available on the AAA's website. The arbitration shall be held in the county in which Member resides. If the value of the relief sought is \$10,000 or less, Member or Company may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on Member and Company subject to the arbitrator's discretion to require an in-person hearing, if the

circumstances warrant. Attendance at an in-person hearing may be made by telephone by Member and/or Company, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Members, but is bound by rulings in prior arbitrations involving the same Member to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Member and Company agree that either Party may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless Member and Company agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. The arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded shall not affect Company' other Members. Member can choose to reject the Agreement to Arbitrate by mailing Company a signed opt-out notice ("OptOut Notice") within 30 days after the date the Member first accesses the Services or accepts any subsequently published version of the Agreement. The Opt-Out Notice must include a statement that Member does not agree to this Agreement to Arbitrate, Member's name, address, phone number, and any email address(es) used to log in to any applicable account(s) to which the opt-out applies. Member must mail the Opt-Out Notice to Company, Attn: Real Foods LLC., 2140 Polk Street, San Francisco, CA 94109. This procedure is the only way Member can opt out of the Agreement to Arbitrate. If Member opts out of the Agreement to Arbitrate, all other parts of the Agreement, including all other provisions of this Section, will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that Member may have with the Company. To the extent permitted by applicable law, any claims arising in connection with the use of the Program or the Agreement must be filed within one (1) year of the date of the event giving rise to such action.

Limitation of Liability AS PARTIAL CONSIDERATION FOR MEMBER'S ACCESS TO COMPANY'S REAL FOODS REAL REWARDS PROGRAM AND SERVICES (INCLUDING COMPANY CONTENT), MEMBER AGREES THAT COMPANY IS NOT LIABLE TO MEMBER IN ANY MANNER WHATSOEVER FOR DECISIONS MEMBER MAY MAKE OR MEMBER'S ACTIONS OR NON-ACTIONS IN RELIANCE THEREUPON. MEMBER ALSO AGREES THAT COMPANY'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO MEMBER'S USE OF AND ACCESS TO THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (FOR EXAMPLE, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, PROFESSIONAL MALPRACTICE, FRAUD, INFRINGEMENT OR OTHER BASES FOR CLAIMS) IS LIMITED TO THE PURCHASE PRICE OF ANY ITEMS MEMBER PURCHASED FROM COMPANY IN THE APPLICABLE TRANSACTION, IF ANY. COMPANY SHALL NOT IN ANY CASE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, NOR SHALL COMPANY 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 COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO COMPANY SITES, RECORDS, PROGRAMS, SERVICES, OR CONTENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF MEMBER IS DISSATISFIED WITH THESE TERMS OR COMPANY SERVICES (INCLUDING COMPANY CONTENT), MEMBER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE TO MEMBER, AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF COMPANY NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT. Indemnification and Defense As a condition of Member's participation in the Program, Member agrees to indemnify, defend and hold harmless Company, including its officers, directors, employees, affiliates, licensors, suppliers, information providers and agents, from and against all losses, expenses, damages, fees, fines and costs, including without limitation, reasonable attorneys' fees, resulting from or relating to Member's use of the services or violations of the Agreement.