

IMPOSSIBLE™

**IMPOSSIBLE FOODS INC.
UNITED STATES COUPON REDEMPTION POLICY
As of May 14, 2021**

Dear Customer:

This coupon redemption policy (the “**Policy**”) sets forth the terms and conditions under which you, a retailer of our products, will be reimbursed by **Impossible Foods Inc. or its affiliate (“Impossible Foods”)** for Coupons (as defined below) redeemed by retail consumers (a “**Consumer**”).

As noted on our Coupons, by submitting a Coupon for reimbursement you agree to be bound by the terms of this Policy. The terms of this Policy are incorporated by reference into all of our Coupons.

In submitting a Coupon for reimbursement, you agree as follows:

1. Impossible Foods may, in its sole discretion, offer digital and paper coupons (the “**Coupons**”). Each Coupon will state the terms upon which a Consumer may submit the Coupon to you in order to receive a free product, or a discount (whether expressed as a percentage of sale price or as a fixed dollar amount) on a product, and may also specify other terms and conditions upon which a Consumer may submit a Coupon, including, but not limited to: (i) applicability to specific product types, sizes and quantities; (ii) geographic limitations; (iii) limitations on the number of Coupons used; (iv) the state of the Coupon when submitted; (v) terms related to the payment of tax; and (vi) the expiration date (collectively, the “**Coupon Terms**”).
2. Conditions related to the acceptance of Coupons and the reimbursement of Coupons:
 - a. Coupons can only be redeemed by Consumers in accordance with the Coupon Terms. You will only be reimbursed for Coupons that have been redeemed by a Consumer in accordance with the Coupon Terms. It is your responsibility to ensure that your employees and agents only accept Coupons for redemption by Consumers in accordance with the Coupon Terms. When you submit a Coupon for reimbursement, you represent and warrant that such Coupon was submitted by a Consumer in compliance with the Coupon Terms.
 - b. Coupons must be presented by the Consumer at the time of redemption. Coupons presented by the Consumer after the transaction has been completed must not be honored.
 - c. Coupons submitted after their expiry date will be considered to have not been submitted in accordance with the Coupon Terms and, as a result, Impossible Foods will not reimburse you for any such Coupons. It is your responsibility to maintain appropriate records to demonstrate that such Coupons were submitted in accordance with the Coupon Terms.

- d. Invoices for digital Coupons must be presented to Impossible Foods, or its agents, within thirty (30) days after expiration of these Coupons or else they will not be reimbursed by Impossible Foods.
- e. Paper Coupons received by Impossible Foods, or its agents, for reimbursement after one-hundred and eighty (180) days of the stated expiration date will not be reimbursed.
- f. Paper or digital Coupons may not be copied, mechanically reproduced, altered, mass-cut, transferred, mutilated or altered in any way by you or the Consumer. Impossible Foods reserves the right, in its sole and absolute discretion, to reject, confiscate, withdraw and / or refuse payments for all or part of a Coupon offer (paper or digital) due to fraud or errors, including, but not limited to counterfeiting, unauthorized distribution, significant data errors or system security breaches. For digital Coupons, Impossible Foods reserves the right, in its sole and absolute discretion, to reject, confiscate, withdraw and / or refuse reimbursement for all or part of Coupons which exhibit signs of misredemption, including, but not limited to: accuracy or quality issues in data files, excessive or unusual patterns of redemption use of multiple Coupons for a single purchase and excessive “make good” Coupons or point of sale overrides. Without prejudice to the foregoing, Coupons that are subject to ordinary wear and tear may nonetheless be submitted for reimbursement as long as the content and Coupon Terms may still be discerned by Impossible Foods, acting reasonably. It is your responsibility to ensure that your employees and agents only accept Coupons that comply with this Policy.
- g. Impossible Foods reserves the right to withhold payment on and retain, mark and declare void shipments containing Coupons in mint / mass cut condition or otherwise judged, in the sole discretion of Impossible Foods, to be improperly redeemed. Shipments shall be considered as a whole.
- h. Coupons are intended for use by Consumers and Coupons will not be reimbursed for any product that was or will be resold. Impossible Foods reserves its right to refuse to reimburse any such Coupon at any time it discovers such use.

3. Reimbursement process:

- a. In order for you to be reimbursed, you must send properly-redeemed Coupons to: (i) NCH Marketing Services, Inc. (“NCH”); or (ii) any other clearing house service provider named by Impossible Foods from time to time in its sole discretion.
- b. To be reimbursed for paper Coupons, send the paper Coupons by mail to:

Impossible Foods #1749
NCH Marketing Services, Inc.
P.O. Box 880001
El Paso, TX 88588-0001
- c. Redemptions of digital Coupons will be managed through our centralized redemption process with NCH or through any other clearing house service provider as named by Impossible Foods from time to time in its sole discretion. Direct submissions to Impossible Foods for digital Coupons will not be accepted. Impossible Foods will only reimburse

properly redeemed and identified digital Coupons aligned with Joint Industry Coupon Committee industry standard electronic invoice format. It is your responsibility, and not that of NCH or Impossible Foods, to ensure your submissions comply with such standards.

4. Impossible Foods will reimburse you for the following items:

The face value or discount offered pursuant to the Coupon Terms or in the case of a “free goods coupon”, the documented retail price (incl. any applicable tax) up to the stated maximum value printed on the Coupon; plus up to 8c for handling each Coupon properly redeemed in accordance with Section 3 (the “**Coupon Handling Fee**”). The Coupon Handling Fee constitutes full and complete compensation (including postage, shipping and transportation) to you and your agents for the customary and reasonable expenses incurred in processing the Coupons from point of sale to reimbursement from NCH or any other clearing house appointed by Impossible Foods from time to time in its sole discretion. Other expenses, such as clearing house charges, and handling fees, OR costs negotiated between you and your clearing house or agent, ARE NOT the responsibility of Impossible Foods and are not to be passed through to Impossible Foods. Impossible Foods reserves the right to change the Coupon Handling Fee at any time and without requiring your additional consent or approval.

5. Impossible Foods reserves the right to audit the Coupon sorting and billing service of any retailer or any agent involved in the handling process and request legitimate documentation. All such books and records shall be maintained by you and / or your clearing house or agent for a period of two (2) years following the expiration of the Coupons. Handwritten invoices will not be honored as legitimate proof of purchase.
6. Under no circumstance will Impossible Foods be liable for providing to you any cash back or credit if the Coupon submitted exceeds the item selling price. It is your responsibility to ensure that your employees and agents do not provide any cash back or credit for Coupons redeemed for items which cost less than the stated maximum value printed on the Coupon.
7. You cannot assign, transfer or sell Coupons that have been redeemed by a Consumer and any assigned, transferred or sold Coupon is void upon assignment, transfer or sale from the retailer that accepted such Coupon from a Consumer to any other person, firm or group. Impossible Foods does not permit the unauthorized distribution, collection, sale, or assignment of its Coupons for any reason. Additionally, Coupons are not to be used in swap boxes, taped to products or placed on hooks near Impossible Foods products, gathered and distributed by any person or group for charitable fund-raising purposes, offered for sale or distribution via marketplace websites (e.g. Amazon, eBay, etc.) or otherwise used in any way except as described in Section 1 above and in accordance with the Coupon Terms.
8. The consumer is required to pay any applicable sales tax.
9. Impossible Foods specifically disclaims all warranties, express or implied, regarding the Coupons, including any UPC symbols used on the Coupons. Coupons are valid only in the United States.
10. Coupons are void where prohibited or otherwise restricted. The cash redemption value of each Coupon is 1/100 cent.

- 11.** No "Post Audits" shall be maintainable against Impossible Foods if conducted more than six (6) months following the date on which the Coupon submission was received.
- 12.** In the event that a payment to you is withheld, you must request a review of the decision within six (6) months of the date of notification. Appeals received after six (6) months will not be honored. Coupon related reimbursements shall not be deducted from Impossible Foods invoices.
- 13.** Any legal action against Impossible Foods arising from a Coupon submission must be commenced within one (1) year of the date the Coupon reimbursement was received or denied.
- 14.** If you use a clearing house to submit, process or otherwise deal with our Coupons and the Coupon submission and redemption process, the credit risk dealing with your clearing house, if any, is borne by you. YOUR CLEARING HOUSE (IF ANY) IS YOUR AGENT OR REPRESENTATIVE AND, ALTHOUGH FROM TIME TO TIME, IMPOSSIBLE FOODS AND ITS AGENTS, AFFILIATES AND NCH MAY AGREE TO WORK WITH SUCH COMPANIES, IMPOSSIBLE FOODS AND ITS AGENTS, AFFILIATES AND NCH HAVE NO RESPONSIBILITY FOR THEIR ACTIONS, INCLUDING BUT NOT LIMITED TO, PAYMENTS.
- 15.** Impossible Foods or NCH may, in its sole discretion, pay sums directly to you rather than through your clearing house.
- 16. General.**
 - a.** No failure by either party to exercise any power given to it under this Policy, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of the parties at variance with the terms of this Policy will constitute a waiver of such party's right to demand exact compliance with the terms hereof.
 - b.** Should any provision(s) of this Policy be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Policy had been agreed to with the invalid provision(s) eliminated.
 - c.** The Policy will be governed and construed in accordance with the federal laws of the United States and the state laws of the state of California. Any action or proceeding brought by any party hereto which is related to this Policy shall be brought in a Federal or State court having proper subject matter jurisdiction and located within the United States, State of California and the county of San Mateo.
 - d.** This Policy cannot be altered or modified except by Impossible Foods in its sole discretion.
 - e.** Any use not consistent with these terms shall be treated as a material breach of this Policy. Any Coupons submitted for redemption in breach of this Policy shall be void and will not be honored. Acceptance or redemption of any Coupon shall not constitute a waiver of Impossible Foods' right to seek enforcement of any portion of this Policy. Impossible Foods, may, at its sole discretion, withhold payment until such time as you or your agent comply with this Policy. Impossible Foods reserves all of its rights and remedies in connection with any dispute over Coupons submitted for redemption or this Policy, up to and including business interruption.

- f. By submitting any Coupons for redemption, you hereby represent and warrant that such submissions are correct and complete and otherwise comply with the terms of this Policy, and that you have not committed any fraud or deception relating in any way, directly or indirectly, to such submission. You shall indemnify, defend and hold Impossible Foods, its affiliates, subsidiaries, and each of its respective officers, agents, employees, successors, and assigns, harmless from and against any and all claims, demands regulatory proceedings, and/or causes of action, and all damages, liabilities, costs (including settlement costs and additional contract or cancellations costs) and expenses associated therewith (including but not limited to, reasonable attorney's fees), to the extent that they arise from any breach by you of any of the terms, conditions, representations or warranties set forth in this Policy.

If you have any questions regarding this Policy, please contact:

NCH Marketing Services, Inc./Impossible Foods Inc.
155 Pfingsten Road, Suite 200
Deerfield, IL 60015
Response Line: 1-800-833-7096

Thank You,
Impossible Foods