



Terms & Conditions

1. OVERVIEW

The United Family's Discovery Showcase Event is composed of meetings, breakouts and a supplier expo to help businesses scale into retail, where the most standout suppliers may have the opportunity to sell their product at a United Family banner store. Businesses will have the opportunity to submit an online application for the Discovery Showcase from **February 19, 2024, through March 11, 2024**.

At The United Family's sole and absolute discretion, we will evaluate applications based on product fit with The United Family and product readiness for market (i.e., not a product idea) across all departments. It is our hope to find new suppliers and products through the Discovery Showcase.

From the applications received, The United Family will invite select participants to attend an in-person event to help break through traditional processes for an opportunity to pitch their products directly to our business team in Lubbock, Texas on **May 8, 2024 ("In-Person Event")**.

At the In-Person Event, The United Family, at its sole and absolute discretion, may identify selected Participants (as defined below) with whom to further explore a potential buying relationship with The United Family. Contingent on meeting all of The United Family's supplier requirements, select Participants may potentially become a United Family supplier and have their products offered for sale in a United Family banner store.

By participating in the Discovery Showcase, Participants agree to the terms and conditions contained herein ("Terms and Conditions").

2. WHO CAN PARTICIPATE IN THE EVENT.

To be eligible to participate in the Event, participating companies ("Participant(s)") must meet the following requirements:

- a. Be a new product supplier to The United Family - i.e., Participant can't be a current or former supplier;
- b. As requested by The United Family, be available in person for, and participate in all vetting meetings, and conference calls with United Family team members, and provide additional information as requested;

- c. Sign The United Family's buying agreements if products are selected to be sold in a United Family banner store, other applicable forms, such as confidentiality, release, and ownership agreements, as well as any other forms requested by in connection with the Event;
- d. Agree to comply with The United Family's Partner Code of Conduct and all other applicable policies and supplier requirements;
- e. Designate up to two persons who are authorized to represent, speak for (or on behalf of), and/or otherwise bind the Participant for the Event and who also expressly consents to these Terms and Conditions ("Participating Company Representative(s)"); and
- f. Agree to comply with these Terms and Conditions.

3. WHO CAN'T PARTICIPATE IN THE EVENT.

The following businesses and/or people are ineligible to participate in the Event or be a Participating Company Representative, including but not limited to:

- a. Existing or former product suppliers of The United Family;
- b. Service providers of The United Family;
- c. Any business and/or individual who is unwilling to comply with the Terms and Conditions, including signing all paperwork as requested by The United Family;
- d. Businesses in which The United Family or its Affiliated Companies' employees/associates or their Immediate Family Members own any interest in. This does not include non-majority equity ownership of shares in a publicly traded company. For purposes of this Event, (a) "Immediate Family Members" includes associate's/employee's spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-laws, or anyone (other than domestic employees) who shares the associate's/employee's home; and (b) "The United Family or its Affiliated Companies" include, but are not limited to, United Supermarkets®, Market Street®, Amigos®, Albertsons Market®, United Express®, USM Manufacturing®, RC Taylor®, Llano Logistics®; and
- e. Associates/Employees of The United Family or its Affiliated Companies.

4. WHAT WE ARE LOOKING FOR.

The United Family is looking for product suppliers, not service providers. Both retail Grocery and Perishable product(s) will be considered. Products must be ready for market. Participants and their product(s) will be considered and evaluated based on their alignment to The United Family's product merchandising strategies and market opportunity to fulfill The United Family's customers' needs in The United Family's sole and absolute discretion.

5. HOW TO BE CONSIDERED.

Initial Consideration. Participants must visit The United Family's website Discovery Showcase Program <https://www.rangeme.com/unitedfamilydiscoveryshowcase> and click the "register now" button to complete and submit an online application through RangeMe from **February 19, 2024, through March 11, 2024** ("Application(s)").

Once the Application is completed, The United Family will evaluate Applications and may invite Participants (and its Participating Company Representative) to participate in the In-Person Event (all of which Participant and Participating Company Representative agree may be recorded) to learn more about Participant's capabilities and products and to provide additional information, forms, or agreements as requested by The United Family in order to be further considered.

If at any time Participant or its Participating Company Representative fail to participate in and/or provide Vetting Meetings and Forms on dates specified by The United Family, Participant will no longer be considered to participate in the In Person Event. PARTICIPANT AND PARTICIPATING COMPANY REPRESENTATIVE AGREE AND UNDERSTAND PARTICIPATING IN THIS EVENT AND/OR SUBMITTING AN APPLICATION DOES NOT GUARANTEE ANY BUSINESS WITH THE UNITED FAMILY AND ACKNOWLEDGES THAT THE UNITED FAMILY HAS SOLE AND ABSOLUTE DISCRETION IN AWARDING ANY BUSINESS. VETTING MEETINGS AND FORMS ARE FOR CONSIDERATION PURPOSES ONLY AND WILL NOT OBLIGATE THE UNITED FAMILY TO AWARD BUSINESS TO ANY PARTICIPANT.

6. RIGHTS GRANTED.

By participating in the Event, Participant and its Participating Company Representative grant The United Family, its subsidiaries, affiliates and authorized agents the absolute, irrevocable, sublicensable, unrestricted and worldwide, exclusive, perpetual, royalty-free and fully paid-up right and license to take, record, use, reproduce, display, adapt, modify, exploit, broadcast, transmit, communicate, publicly display, distribute images, videos and recordings of Participant's and its Participating Company Representative's participation in the Event, including, but not limited to, in person meetings, virtual meetings or conference calls to create content, photographs, videos, or compilations, including derivatives thereof (collectively "Event Content"), including the right to use likenesses of Participant's products, as well as, any and all likeness of its Participating Company Representative, including but not limited to Participating Company Representative's image and/or voice and/or attributes of Participating Company Representative's personality for the purposes of administering the Event or similar events in the future and for advertising, marketing, and/or otherwise promoting The United Family and/or Invited Participant's products in The United Family's sole and absolute discretion in any channel or medium, now known or hereinafter devised, in perpetuity anywhere in the world.

Unless prohibited by law, Participant and its Participating Company Representative waive any "moral rights" or rights of publicity they may have in connection with their participation in the Event to the benefit of The United Family, its subsidiaries and affiliates. Participant and a Participating its Company Representative agree that all materials derived from The United Family's use of the Event Content, including any pictures, images, photographs, tapes, videotapes, recordings, and/or reproductions thereof, including, but not limited to, any plates, and/or negatives connected therewith, are and shall remain the sole and exclusive property of The United Family in perpetuity and throughout the world.

Participant and Participating Company Representative acknowledge and agree that the United Family reserves the right to conduct, and Participant and Participating Company Representative consent to, a background check on the Participant and its Participating Company Representative.

7. ACKNOWLEDGMENT.

Participant and its Participating Company Representative warrant, acknowledge and agree that:

- a. Participant and its Participating Company Representative have read and met and agree to be bound by the Terms and Conditions;
- b. Participant and its Participating Company Representative have completed the Application honestly and accurately;
- c. SUBMITTING AN APPLICATION, PROVIDING INFORMATION AND/OR SIGNING ANY PAPERWORK REQUESTED BY THE UNITED FAMILY, AND/OR ATTENDING THE IN-PERSON EVENT DOES NOT GUARANTEE PARTICIPANT OR ITS PARTICIPATING COMPANY REPRESENTATIVE ANY BUSINESS WITH THE UNITED FAMILY;
- d. if any of the information in Application is found to be false or incomplete, this will be grounds for disqualification from the Event;
- e. even if Participant meets the eligibility requirements, The United Family has no obligation to further contact or interview Participant and its Participating Company Representative, and/or select Participant and its Participating Company Representative to attend InPerson Event, and THE UNITED FAMILY HAS SOLE AND ABSOLUTE DISCRETION IN CHOOSING THE PARTICIPANTS FOR THE IN-PERSON EVENT;
- f. even if Participant is selected to attend In-Person Event, THE UNITED FAMILY IS UNDER NO OBLIGATION TO AWARD ANY BUSINESS UNDER THIS EVENT;
- g. Participant and its Participating Company Representative shall keep strictly confidential all information about the Event that Participant and its Participating Company Representative may acquire during the Event;
- h. The United Family is under no obligation to reveal the degree of consideration it may have given the Application, Vetting Meetings and Forms, including but not limited to, stating any reason for rejection;
- i. The United Family has no obligation to return any materials submitted by Participant as part of the Application, whether or not Participant is selected for In-Person Event;
- j. no promise, express or implied, has been made to induce the Participant to submit the Application or the product;
- k. The United Family may receive numerous submissions of products by other participating companies and therefore may possess or come into possession of information, ideas or products similar or identical to information, ideas of products contained in Participant's Application, Participant will not pursue any claim or entitlement to compensation, credit, or other consideration against any of the Released Parties (defined below) and hereby release the Released Parties from

any and all claims relating to Participant's Application to full extent of the releases set forth in Section 10 below, including, any claim Participant might otherwise have if Participant's application does not reach The United Family for any reasons;

- l. all products submitted by Participant and all materials submitted with a product shall be original with the Participant and no other person or entity has an interest therein or claim thereto or Participant shall have sufficient rights in and to all such products and materials so that Participant's application shall not violate the intellectual property rights or other rights of any third party, nor shall the consent of any other person or entity be required for Participant to present such products and material for sale in or in connection with the Event; and
- m. products in the Application do not infringe on the patent, copyright, or other intellectual property of any person or entity.

8. NO RIGHT TO USE THE UNITED FAMILY'S MARKS.

Participant and Participating Company Representative acknowledge and agree that neither can use The United Family's marks, including but not limited to the The United Family and Event names and logos, the names and/or likeness of any United Family employee without The United Family's prior written approval.

9. RESERVATION TO CHANGE THE TERMS AND CONDITIONS.

PARTICIPANT AND PARTICIPATING COMPANY REPRESENTATIVE ACKNOWLEDGE AND AGREE THAT THE UNITED FAMILY RESERVES THE RIGHT TO ALTER, ADD, CHANGE, MODIFY (INCLUDING, BUT NOT LIMITED TO, POSTPONE OR CHANGE THE IN-PERSON EVENT TO A VIRTUAL EVENT), CANCEL, SUSPEND THE EVENT, THE TERMS AND CONDITIONS, OR ANY PORTION OR ELEMENT THEREOF IN THE UNITED FAMILY'S SOLE AND ABSOLUTE DISCRETION WITH OR WITHOUT NOTICE TO PARTICIPANT AND/OR PARTICIPATING COMPANY REPRESENTATIVE AT ANY TIME INCLUDING BUT NOT LIMITED DURING THE EVENT.

10. RELEASE OF LIABILITY/FORCE MAJEURE:

By submitting an Application, Participant and its Participating Company Representative agree to accept and be bound by these Terms and Conditions and agree that any dispute with regard to the conduct of this Event and the Terms and Condition interpretation shall be resolved by The United Family, whose decisions shall be binding and final. By entering, Participant and its Participating Company Representative agree to release and hold harmless The United Family, and each of its affiliates, subsidiaries, and successors in interest, and the officers, directors, associates, agents and representatives of any of the above organizations ("Released Parties") from liability of any kind or nature related to the Event, including but not limited to, for any injury, loss or damage to person, including death or property damage or infringement of any right (intellectual property, publicity, privacy, patent infringement or otherwise), any blurring, distortion, editing, alteration, optical illusion, or use in whole, part or composite form, whether intentional or otherwise, that may occur or be produced in connection with The United Family's use of the rights granted hereunder, including, without limitation, any claims for libel, slander, invasion of

privacy, right of publicity, defamation, passing off, misappropriation of personality, trademark infringement, copyright infringement, or moral rights, due in-whole or in-part, directly or indirectly to participation in the Event or any Event related activity.

If The United Family is prevented from continuing with this Event for any reason, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within the The United Family's control (each a "Force Majeure" event), The United Family shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Event without notice or further obligation. If The United Family, in its sole and absolute discretion, elects to modify, change, or cancel the Event as a result of a Force Majeure event, The United Family reserves the right, but shall have no obligation, to review or otherwise evaluate any Application from among all valid and eligible Participants received up to the time of such Force Majeure event. The United Family is under no obligation to return any materials submitted, and The United Family does not assume any responsibility for loss or damage.

11. GOVERNING LAW.

Participant and its Participating Company Representative acknowledge and agree that these Terms and Conditions will be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to any choice-of-law rules or conflicts of law principals that may require the application of the laws of another jurisdiction, except for patents, trademarks, and copyrights, which shall be governed by and under the applicable patent, trademark, and copyright laws of the United States.

12. REPRESENTATION.

Participant and its Participating Company Representative represent, warrant and covenant that Participant and its Participating Company Representative are not represented by any agent, agency, union, or other person or entity that has any approval rights or other rights or claims with respect to the permissions and rights granted here. If any agent, agency, person, or entity makes any claim against The United Family, and/or its legal representatives, officers, employees, agents, assigns, and/or anyone acting with its authority and/or permission, for improper use of the Videos, content, images, pictures, name, or likeness covered by these Terms and Conditions, including claims for compensation of any kind, Participant and its Participating Company Representative shall indemnify, defend, with counsel acceptable to The United Family, in The United Family's sole and absolute discretion, save and hold harmless, and reimburse The United Family for any and all damages or fees the union, agent and/or agency would be awarded via court judgment, arbitration, mediation, settlement or otherwise, as well as reasonable attorneys' fees of The United Family.

These Terms and Conditions shall be binding upon Participant its successor and assigns, and Participating Company Representative's, heirs, personal representatives, executors and administrators and legal representatives.