



GRACELAND FRUIT, INC. "LET'S INNOVATE"
Online Suggestion Form Terms & Conditions Agreement

Graceland Fruit collaborates with food and beverage companies to identify and develop process and product innovations that delight consumers. We are experts in raw and dried fruit processing and want to engage with customers to identify new opportunities and address challenges. Our Online Suggestion Form provides you with an easy way to submit inquiries, including, but not limited to, suggestions, ideas, concepts, flavors, or marketing initiatives, directly to our R&D and marketing teams. We look forward to hearing from you!

To avoid any misunderstandings, please read and consider the following Terms and Conditions carefully before deciding whether or not to submit your suggestion. Graceland Fruit is unable to review or consider a suggestion from you unless you have agreed to these Terms and Conditions:

SUBMISSION OF NON-PROPRIETARY INFORMATION

- You are at least eighteen (18) years of age (at least 19 years of age in Nebraska and Iowa).
- You have no expectation of compensation by submitting your suggestion through the Graceland Fruit Online Suggestion Form, and it is understood that compensation for suggestions is not offered or provided, even for suggestions that may be considered or used.
- Anything you submit through the Graceland Fruit Online Suggestion Form, if used by Graceland Fruit, shall be owned by Graceland Fruit, including all intellectual property or other rights.
- You are not aware that your suggestion is owned or claimed to be owned by a third party or that it infringes the patent, copyright, trademark, or other intellectual property rights of another.
- Any information you submit to Graceland Fruit through the Online Suggestion Form is not confidential, and Graceland Fruit does not want you to disclose confidential information to us. Graceland Fruit has no duty or obligation to hold it in confidence and shall be free to disclose or use your suggestion. However,
 - Graceland Fruit will not disclose to any third party the nature of any problems you are asking us to help you with;
 - To the extent your disclosure to us involves your desire to introduce a product you have not offered before, Graceland Fruit will not disclose your intention to do so to your competitors;
 - Nothing in the foregoing will be interpreted to prevent Graceland Fruit from helping others at any time with the same or similar problem or with the introduction of the same or similar product;
 - In submitting your suggestion, you do not rely on any expectation, understanding, prior communication, or contract you believe is implied, and you understand that only the terms written in this Terms of Use Agreement apply to your submission of your suggestion;
 - To the extent the terms of the Graceland Fruit general website Privacy Statement, Terms of Use, and/or any other statements, policies, or agreements applicable to the use of the Graceland Fruit website in general, shall differ from the terms of this Agreement, the terms of this Agreement shall apply and shall be controlling.

Suggestions submitted through our Online Suggestion Form will go into a database for access by our R&D and Marketing team members for their consideration. Decisions we make are consistent with our interest in delivering more choices to our customers and our obligation to protect the Company, its shareholders, and its already considerable investment in product development and innovation.

By submitting suggestions, concepts, ideas, etc. through our Online Suggestion Form you agree on behalf of yourself and your company to these Terms and Conditions.

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GRACELAND FRUIT, INC. "LET'S INNOVATE"
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(Continued)

SUBMISSION OF PROPRIETARY INFORMATION

Graceland Fruit recognizes that you may wish to have us collaborate with you to develop a product, process, or other idea that you deem proprietary, even though you do not yet have a patent on it. GRACELAND FRUIT CANNOT AND WILL NOT ACCEPT THE DISCLOSURE OF ANY INFORMATION ON A CONFIDENTIAL BASIS WITHOUT A PRIOR WRITTEN AGREEMENT WITH YOU.

If you wish us to consider working with you on a confidential, proprietary basis, please select the appropriate box on the Online Suggestion Form:

"I/we would like to discuss an opportunity with Graceland Fruit on a confidential, proprietary basis."

A Graceland Fruit representative will contact you using the contact information you provide via the Online Suggestion Form.

SUBMISSION OF AN ALREADY PATENTED PRODUCT OR PROCESS

Neither the Terms and Conditions for Submission of Non-Proprietary Information or Submission of Proprietary Information apply to your submission of a request for us to produce for you or use on your behalf a product or process which you already have patented. We only request that you bring your patent to our attention, along with the relevant patent number(s) as requested on the Online Suggestion Form when you contact us with your request:

"I/we would like Graceland Fruit to produce a product or use a process on our behalf, which is already patented under the following patent number(s):" [specify]

A Graceland Fruit representative will contact you using the contact information you provide via the Online Suggestion Form.

By submitting suggestions, concepts, ideas, etc. through our Online Suggestion Form you agree on behalf of yourself and your company to the Terms and Conditions Agreement presented in this document.

Any questions about the Graceland Fruit "Let's Innovate" Online Suggestion Form Terms & Conditions Agreement can be directed to innovation@gracelandfruit.com

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