

The undersigned Food Business Signatory enters into this Voluntary Agreement with ReFED, Inc. and makes the following commitments as of the date listed below:

Commit: Publicly commit to support, and contribute as able to, the national goal to reduce and prevent wasted food by 50% by 2030. Existing commitments of a similar nature (i.e., UN Sustainable Development Goal 12.3 and Champions 2030) will meet this requirement and no additional public commitment is necessary.

Measure: Annually measure and report food waste reduction data to ReFED. ReFED has strict data security measures in place to collect and manage data. All data reported will be aggregated and anonymized, meeting certain reporting thresholds to assure full anonymity, before it is published publicly. Signatories will sign an NDA with ReFED prior to reporting data.

Act:

- Take actions to reduce food waste, with an emphasis on prevention.
- Share existing, or create and implement a food waste reduction action plan that details your strategies for preventing and diverting food waste.
- Collaborate with other private and public partners participating in the Pact. Attend and contribute to working groups or other signatory convenings as much as possible.

Membership Terms

- This Voluntary Agreement has a three-year term beginning on the date first listed at the conclusion of this Agreement. The Agreement is voluntary and may be revoked at any time by either Party.
- Signatories contribute a suggested annual voluntary contribution that is tiered depending on the size of the business, and can be waived during the first year of membership.
- In order to highlight Signatory's participation in the U.S. Food Waste Pact, Signatory hereby grants to ReFED, Inc. a limited, nonexclusive, royalty-free, revocable, worldwide license to display the Signatory's name and logo(s) in program and promotional materials. Each party may issue press statements or otherwise publicize its involvement in the U.S. Food Waste Pact upon the prior written consent of the other party, for which three business days notice will be provided. Signatory hereby grants ReFED, Inc. permission to display the Signatory's name and provided trademark(s) to identify the Signatory as a participant in the U.S. Food Waste Pact.
- ReFED, Inc. is committed to full compliance with all laws and regulations and to maintaining the highest ethical standards. This includes strict compliance with federal and state antitrust laws. At all times while participating in any program-related events, programs, or other activities, the Signatory agrees to avoid the discussion of, and any engagement in, behavior prohibited by the antitrust laws, including but not limited to price setting, group boycotts of certain suppliers or other entities, coordination of bids, exclusive dealing contracts, setting labor rates or times, profit margin setting, dividing or allocating customers, assigning quotas, markets or territories, and no-poaching agreements. ReFED, Inc. does not tolerate these discussions or behaviors, and individuals and groups engaged in such illegal discussions or behaviors at any events will be asked to leave and the participation in the U.S. Food Waste Pact of the Signatory(s) they represent may be immediately terminated.

Agreed to by Food Business Signatory: _____ **Date:** _____

Printed Name: _____ **Title:** _____ **Business Name:** _____