

## PRIVACY POLICY

### Website Terms of Use and Privacy Policy

**I. Terms of Use:** Welcome to the Mission Foods website (the "**Site**"). Site shall include the Mission Foods website, along with the websites: [www.guerrerotortillas.com](http://www.guerrerotortillas.com) and [www.missionfoodservice.com](http://www.missionfoodservice.com). Gruma Corporation, its subsidiaries, or affiliates (here and after referred to as "**Gruma**"), provides the Site and related services subject to the following terms and conditions of use:

Please read these terms carefully before using this Site. By accessing and browsing the Site or any other Gruma website (including, without limitation, social media and mobile websites) or using any mobile application on which these terms reside (collectively the "**Platform**"), you agree, without limitation or qualification, to follow and be bound by the terms, conditions, policies and notices contained on this page (the "**Terms**") including, but not limited to, conducting this transaction electronically, disclaimer of warranties, damage and remedy exclusions and limitations, binding arbitration, and a choice of Texas law. If you do not so agree, please abstain from using this Platform. The Platform is not intended for minors who are under the age of sixteen years old.

Gruma may at anytime and from time to time revise these Terms by updating this posting. By using this Platform you are agreeing to be bound by any such revisions. You should visit this Platform periodically to determine the then current Terms.

Gruma shall have the right to terminate the Platform or any products or services offered through the Platform, or any individual's right to access or use any portion of or product or service offered through the Platform, at any time and without prior notice.

**A. Ownership Rights.** All content included on the Platform, including images, illustrations, designs, icons, photographs, video clips and written and other materials is the property of Gruma, or otherwise licensed to Gruma for use on the Platform, and is protected by national and international copyright laws. The compilation of the Platform is the exclusive property of Gruma and is protected by national and international copyright laws. Any unauthorized use of any content or materials on the Platform is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes. Any other usage of the materials and content on the Platform can only be done with the express prior written permission of Gruma.

All trademarks, logos, service marks and trade names are proprietary to Gruma, its affiliates or other respective owners that have granted the Platform the right and license to use such intellectual property. You may not copy or use any trademarks, logos, service marks or trade names, in part or in whole, found on the Platform without the express prior written permission of Gruma.

**B. Use Restrictions.** This Platform is for your personal and non commercial use, and no material from this Platform may be copied, reproduced, distributed, republished, downloaded, posted, displayed or transmitted in any manner or for any other use without the written consent of Gruma. In no event may you modify the materials or use them for any other purpose.

We grant you a limited license to make personal and non commercial use only of the Platform. Such grant does not include, without limitation: (a) any resale or commercial use of the Platform or any of the contents of the Platform; (b) modification, adaptation, translation, reverse engineering, decompilation, disassembly or conversion into human readable form of any of the contents of the Platform, including use of or directly viewing the underlying HTML or other code from the Platform except as interpreted and displayed in a web browser; (c) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any of the contents of the Platform in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; (d) the collection and use of any product listings or descriptions; (e) making derivative uses of the Platform and any of the contents of the Platform; or (f) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the contents of the Platform or to collect any information from the Platform or any other user of the Platform. For the avoidance of doubt, Gruma retains complete title to the downloaded information and to all of the associated intellectual property rights.

You are prohibited from posting to or transmitting from this Platform any material that is unlawful or could cause any civil or criminal liability under applicable law.

**C. Information Submitted To Gruma.** Gruma is pleased to receive your comments regarding Gruma's products and its online services. Unless specifically requested in writing to do so by Gruma, please do not send us creative materials. Any material, suggestions, ideas, notes, drawings, concepts, or other information (collectively, the "**Information**") that you do post to this Platform or otherwise transmit to Gruma will thereby be treated by you as non-proprietary and non-confidential, and the Information may be disseminated by, and will be deemed to be the property of, Gruma which will be entitled to its unrestricted use without any obligation to compensate any other person, firm or entity thereof.

**D. Hyperlinks.** Gruma may, from time to time, provide links to other websites from this Platform. Gruma does not endorse or approve any products or information offered at the sites that are linked through this Platform. Check the Uniform Resource Locator ("URL") address provided in your browser to see whether you are still on this Platform or have moved to another.

**E. Disclaimer of Warranties and Limitation of Liability.** GRUMA USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONTENT'S ACCURACY, CORRECTNESS OR RELIABILITY. THIS PLATFORM AND ITS CONTENT ARE PROVIDED "AS IS" AND GRUMA EXCLUDES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FUNCTIONS EMBODIED ON, OR IN THE MATERIALS OF, THIS PLATFORM IS NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR.

THERE MAY BE LINKS TO OTHER WEBSITES FROM GRUMA'S PLATFORM; HOWEVER, THESE OTHER WEBSITES ARE NOT CONTROLLED BY GRUMA AND WE ARE NOT RESPONSIBLE FOR ANY CONTENT CONTAINED ON ANY SUCH WEBSITE OR ANY LOSS SUFFERED BY YOU IN RELATION TO YOUR USE OF SUCH WEBSITES. YOU WAIVE ANY AND ALL CLAIMS AGAINST GRUMA REGARDING THE INCLUSION OF LINKS TO OUTSIDE WEBSITES OR YOUR USE OF THOSE WEBSITES.

EXCEPT AS SPECIFICALLY STATED IN THESE TERMS AND CONDITIONS OF USE, THE PRIVACY POLICY, OR ELSEWHERE ON THIS PLATFORM, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER GRUMA NOR ITS DIRECTORS, EMPLOYEES, LICENSORS, CONTENT PROVIDERS, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DIRECT, INDIRECT, COMPENSATORY, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES) ARISING OUT OF YOUR USE OF, YOUR INABILITY TO USE, OR THE PERFORMANCE OF THIS PLATFORM OR THE CONTENT WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME FOREIGN COUNTRIES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES.

THEREFORE, SOME OR ALL OF THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED OR SUPERSEDED BY STATE OR NATIONAL PROVISIONS.

**F. Postings.** From time to time on certain areas of our Platform you may be able to submit written posts and certain other materials ("**User Content**"). Gruma is under no obligation to monitor any posting or transmission of User Content to or about the Platform and assumes no responsibility or liability arising from the content of any such posting or transmission nor for any error, defamation, libel, slander, omission, falsehood, profanity, danger, or inaccuracy contained therein or related thereto. By using the Platform's features, you agree that you will not engage in any of the following activities on the Platform:

- Uploading, posting or otherwise transmitting any unlawful, harassing, threatening, libelous, defamatory, harmful, tortious, obscene, scandalous, inflammatory, racist, violent, profane or otherwise objectionable or inappropriate material (as determined by Gruma) or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law;
- Uploading, posting, reproducing or distributing any information, software, or other materials protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- Collecting or storing personal data about other users;
- Posting any User Content that contains personal information about any individual, or any other information that you are under a contractual obligation to keep private or confidential;
- Using the Platform for any commercial purpose not expressly approved by Gruma in writing;
- Impersonating any person or organization, including without limitation, the personnel of Gruma, or misrepresent an affiliation with another person or organization;
- Uploading, posting, emailing, or otherwise transmitting any advertising or promotional materials or any other form of solicitation or unauthorized communication;
- Uploading, posting, emailing, or otherwise transmitting any material that contains viruses, corrupted files, or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment, or otherwise adversely affect the operation of the Platform or a feature of the Platform.

Gruma does not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by Gruma without the prior review and written approval of Gruma.

Gruma will fully cooperate with any law enforcement authorities or court order requesting or directing Gruma to disclose the identity of anyone posting any such information or materials.

By displaying, publishing, or otherwise posting any User Content on or through the Platform, you hereby grant to Gruma a non-exclusive, sub-licensable, worldwide, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or platforms known or hereinafter developed. You continue to retain all ownership rights in your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein. You represent and warrant that you own the content submitted, displayed, published or posted by you on the Platform and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

**G. Indemnification.** You agree to defend, indemnify, and hold harmless Gruma, its affiliates, subsidiaries and related entities and their respective directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs, arising out of or relating to your breach of the Platform's Terms or your access to or use of the Platform. The foregoing indemnification obligation shall survive termination of these Platform's terms and conditions and the Platform and any product or service provided to you arising out of or relating to your use of the Platform.

**H. Other Provisions.** The Platform's Terms constitute the entire agreement between you and Gruma with respect to the subject matter hereof, and supersede all previous written or oral agreements with respect to such subject matter. No waiver by Gruma of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of the Platform Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Platform Terms and shall not affect the validity and enforceability of any other provisions of the Platform Terms. Gruma shall not be liable for any nonperformance or delay in performance caused by any act or condition beyond its reasonable control.

**I. Termination.** You may terminate this agreement at any time by destroying all material obtained from this Platform, together with all documentation related thereto and all copies thereof whether or not made pursuant to this agreement. If Gruma determines in its sole discretion that you have failed to comply with any provision of this agreement, then, without further notice from Gruma, the agreement will terminate immediately and you must destroy all materials obtained from this Platform, together with all documentation related thereto and all copies thereof whether or not made pursuant to this agreement. In addition, your license to use the recipes will end and continued copying of the recipes is prohibited.

**J. Governing Law.** This Platform is controlled and operated by Gruma (or its assignees). Gruma's corporate offices are located within the state of Texas, United States of America. All claims relating to this Platform, the materials contained in it and their use will be governed by and construed in accordance with the laws of the State of Texas and of the United States of America, as appropriate. Gruma makes no representation that materials in the Platform are appropriate or available for use in other locations. Those who choose to access this Platform from other locations do so on their own initiative and are responsible for compliance with local laws.

**K. Binding Arbitration.** You agree that any controversy or claim arising out of or relating to the Platform, use of the Platform, or these Terms shall be settled by binding arbitration administered by JAMS pursuant to its then prevailing Streamlined Arbitration Rules and Procedures in a location determined by the JAMS arbitrator (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties, and that judgment on the award may be entered in any court having jurisdiction. The JAMS Rules and Procedures are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Alternatively, you may assert your claims in small claims court in accordance with the terms of this agreement if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Gruma shall be entitled to arbitrate their dispute.

IT IS AGREED BY THE PARTIES THAT CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY AND NOT IN A MULTI-PLAINTIFF, CLASS, OR COLLECTIVE CAPACITY ON BEHALF OF OTHER PERSONS. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO HEAR OR ISSUE ANY AWARD CONCERNING THE CLAIMS OF A MULTI-PLAINTIFF, CLASS, OR COLLECTIVE ACTION OR TO CONSOLIDATE THE CLAIMS OF MORE THAN ONE INDIVIDUAL INTO A SINGLE ARBITRATION PROCEEDING. THE ARBITRATOR HAS ONLY THE AUTHORITY TO RESOLVE THE CLAIMS OF AND AWARD RELIEF TO AN INDIVIDUAL PERSON OR ENTITY.

**II. Privacy Policy.** Gruma respects your privacy and is committed to protecting it through our compliance with this Privacy Policy (the "**Policy**"). This Policy applies to the Platform. This Policy describes the types of information we may collect from you or that you may provide when you visit the Site or otherwise use our Platform, or otherwise interact with Gruma, and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This Policy was last updated on July 1, 2023.

Gruma may at any time and from time to time revise this Policy by updating this posting. By using this Platform you are agreeing to be bound by any such revisions. You should visit this Platform periodically to determine the then current terms.

Consumers with disabilities may access this policy in an alternative format by using any screen reader software or calling 1-800-600-8226 for more information.

**A. Types of Information Collected and How it is Collected.** We may collect one or more of the following categories of personal information about you when you visit our website, contact us, or otherwise interact with us.

(i) Gruma or trusted third-party service providers may collect several types of information from and about users of our Platform, including:

- **Personal Identifying Information You Submit.** We, directly or through a trusted third-party service provider, collect your personal identifiers, such as your name, address, email address, and telephone number. We obtain this information when you provide it to us through our Contact Us page, in response to a request on our social media platforms, and when you sign-up for information from Gruma by joining our Tortilla Tribe, or otherwise use our website and social media platforms, or otherwise communicate with us. We do not share this information with third parties who sell or use the information for their own purposes. We expect to retain your personal identifiers for a period of up to 4 years following your last interaction with Gruma. However, any Tortilla Tribe members

may opt-out of the communications at any time. We, through a trusted third-party service provider collect your email address when you provide it while making a product review. We use your email address to verify the authenticity of your product review. The email address is collected by a trusted third-party service provider, but they do not share this information with other parties or use the information for other purposes outside of verification purposes. We expect to retain your personal identifiers for a period of up to four years following your last interaction with Gruma.

- **Information you Post.** We, through a trusted third-party service provider, collect information you post in a public space on our websites through our product reviews. This information is not intended to be your personal information or sensitive personal information. This information is shared with third parties who post the product review on their own websites. We expect to retain this information for a period of up to six years following your last interaction with Gruma.
- **Demographic Information.** We, through a trusted third-party service provider, may collect your demographic information, such as your gender and age range, when you review one of our products. This information is not intended to be your personal information or sensitive personal information. This information is shared with third parties who receive your product review. We expect to retain this information for a period of up to six years following your last interaction with Gruma.
- **Personal Location Information.** We, through a trusted third-party service provider, may collect your zip code to help you find a store that sells our products. We do not share this information with third parties who sell or use the information for their own purposes. Your zip code is not retained beyond the time needed to help you find a store that sells our products.
- **Personal Contact Information Collected for Sweepstakes or Promotions.** When we run a promotion or sweepstakes, we or a trusted third-party service provider may collect your personal identifiers, such as a participant's name, address, email address, telephone number, and year of birth to operate the promotion, including verifying a participant's eligibility and compliance with the promotion's official rules should a participant be a potential prize winner, as well as providing the prize. This information is collected by us or our third-party service provider when a participant provides it through the sweepstakes online form or other informational form. We do not share this information with third parties who sell or use the information for their own purposes. We expect to retain your personal identifiers for a period of up to four years following your last interaction with Gruma.
- **Your Social Media Content.** With your permission, we may feature your individual social media content or photographs, which include your personal identifying information, on our own social media pages and various promotional materials. We do not share this information with third parties who sell or use the information for their own purposes. We expect to retain your social media content for as long as it is display on our own social media pages and promotional materials.
- **Internet and Other Electronic Network Activity Information.** If you navigate through our Site and consent to their use, either through not opting-out or opting in through the



Privacy Preference Center settings, trusted third-party service providers may automatically collect your personal online identifiers, such as your IP address, and your internet network activity information, such as the browser you're using, browser and search history, usage details, keystrokes, mouse clicking, digital analytical tracking information, and other information collected through "third-party cookies." Those third-party service providers might look at what site you came from, or what site you visit when you leave us. "Cookies" are bits of information that are placed by a website in a storage place on your computer. The third-party cookies are hosted by our social media, advertising, and analytics service providers who use this personal information (along with other information you may have provided to them) to help track usage patterns, promote and provide our products, and provide personalized advertisements. By consenting to the use of these third-party cookies, you are directing the third-party cookies to collect your personal information and to disclose it to the third parties that host these third-party cookies, which include Google, Facebook, Pinterest, StackAdapt, Centro, and theTradeDesk, by having them directly collect this information. We do not have access to this collected information in a non-aggregate format. The Site is not designed to respond to "do not track" requests from browsers. For more information pertaining to these third-party cookies, please review Section II.D below. We, through our trusted third-party service providers, expect to retain your personal online identifiers for as long as long as the cookies remain on your browser. For information on how to clear cookies from this Site, please see Section II.D below.

(ii) If you call us with a comment or question about one of our products, we collect your personal identifiers, such as your name, address, email address, and telephone number. We obtain this information when you provide it to our customer service representatives. We do not share this information with third parties who sell or use the information for their own purposes. We do not collect sensitive personal information from those that call us with a comment or question about one of our products. We expect to retain your personal identifiers for a period of up to four years following your last interaction with Gruma regarding the comment or question.

(iii) If you apply for a job with Gruma, we collect your personal identifiers, your prior education and work history, and your skills and qualifications for the position. We may ask about your salary expectations, how you learned of the position, and other information about your ability to perform the position. We obtain this information from our job applications, employment recruiters, and referral sources. We use this information to consider your qualifications for the position you are applying for. We may share your personal identifiers with a third party to allow the third party to complete a drug screening. We do not, however, sell this information. We do not otherwise share or sell your personal information collected through our job applications with third parties. If you are not offered employment with Gruma, we expect to retain your job application for a period of seven years.

If we make you a contingent offer of employment with Gruma, we may also collect your sensitive personal identifying information, including your social security number, drivers' license number, and your immigration status. We obtain this information from our job

applications for purposes of completing background checks and verifying your identity and work status. We do not sell personal information of job applicants. We share this sensitive personal identifying information of job applicants with trusted service providers for the purposes of completing background checks and verifying your identity and work status. If you are not offered employment with Gruma as a result of these checks, we expect to retain this information for a period of seven years.

If you begin employment with Gruma, information pertaining to the collection, use, sharing, and duration of retainage of your personal information and sensitive personal information is covered by Gruma's separate Employee Privacy Policy. If you are former employee, you may request a copy of Gruma's separate Employee Privacy Policy by submitting a request to [legal@missionfoods.com](mailto:legal@missionfoods.com).

(iv) If you do business with Gruma on a personal basis, we may collect your personal identifiers, such as your name, address, email address, telephone number. We may also collect your professional information, including your job history. We may also collect your sensitive personal information, including your social security number and driver's license number, as well as your bank account and other financial information. We collect this information to process payments to you, to run a credit report, as well as for tax and other record keeping purposes. We obtain this information directly from you or through a credit report. We may share this information with a credit agency to obtain a credit report. We may also share your personal identifiers with your bank or the credit references you provide to us in order to check your credit. We may share your personal identifiers and bank account information with our bank in order to process payments to you. We do not sell the collected information to third parties. We expect to retain your personal identifiers, professional information, and sensitive personal information for as long as you to do business with Gruma, plus a period of 4 years. We expect to retain any information pertaining to payments made to you, which includes your personal identifiers and sensitive personal information, for a period of 7 years following the year in which the payment is made.

(v) If you visit one of Gruma's facilities for business purposes, we may collect your personal identifiers, such as your name, telephone number, and company that you work for. We collect this information to track and screen visitors to our facilities. We obtain this information from visitor logs and questionnaires that you complete. We do not share this information with third parties who sell or use the information for their own purposes. We do not collect sensitive personal information from those that visit one of Gruma's facilities for business purposes. We expect to retain your personal identifiers for a period of up to 4 years following your visit to the Gruma facility.

(vi) For Gruma's employees, we, or our trusted third-party service providers, may collect your biometric information, including your thumb and fingerprints, and we may also collect a photograph of your face. We use this information to authenticate your identity and log your body temperature for security purposes, for use with our timeclocks, and in an attempt to keep our facilities, employees, and visitors healthy and safe. We also may share this information with our time clock, payroll, and temperature camera vendors and the licensor of our time and attendance software for verification and storage purposes. We may retain your biometric information for the

duration of your employment with Gruma, and such biometric information is destroyed when the initial purpose of its collection and use has been satisfied or within three years of your last interaction with Gruma, whichever occurs first. We obtain this information directly from our employees. We do not share this information with third parties who sell or use the information for their own purposes.

**B. How We Use Your Personal Information.** Gruma will use the information you have provided to respond to your comments, questions, and requests for information, to communicate with you, or to notify you if you win a contest or sweepstakes and verify your eligibility if one is running. We will also use your information to provide you with any service you may have requested. If you sign-up for other notifications from Gruma through our Tortilla Tribe, we may contact you from time to time to provide you with information related to our products or the information you have requested from us. For example, we may send you occasional marketing or promotional materials if you have signed-up to receive them. If you provide us your zip code for purposes of locating our products, we will help you find a store that sells our products. We will not send you information if you inform us you do not wish to receive such materials. If you provide us with your individual social media content or photographs, with your permission, we may include these on our own social media pages and various promotional materials.

We use aggregated information provided to use by trusted third-party service providers to help improve marketing and promotional efforts, to statistically analyze usage on the Site, to better understand the interests of our customers and our Site visitors, and to improve the features and content of the Platform. We also work with these trusted third-party service providers to provide targeted advertisements as explained below in Section II.C.

For information collected from job applications, we use the information to consider your qualifications for the position you are applying for, and for purposes of completing background checks, drug screenings, and verifying your identity and work status.

For information collected from individuals who do business with Gruma on a personal basis, we use the information you have provided us to process payments to you, to run a credit report, as well as for tax and other record keeping purposes.

For information collected from visitors to Gruma's facilities for business purposes, we use the information visitors provide to us to track and screen visitors to our facilities.

Gruma uses the personal information it gathers as otherwise permitted by law.

**C. Targeted Advertisements.** Gruma may work with online advertising companies to show you relevant and useful ads. This includes ads served on other companies' sites. These ads may be served based on information collected through the use of third-party cookies on our Site, or by other third parties directly. For example, information a third party collects when you register for

a separate site, like your zip code. This might be used to target an ad for people in your area. These ads may also be based on your activities on our websites or on other third-party sites.

**D. You Can Control Cookie Usage.** When you visit our Site, we store cookies on your browser to collect information. The information collected might relate to you, your preferences, or your device, and is mostly used to make the Site work as you expect it to and to provide a more personalized web experience. However, you can choose not to allow certain types of cookies through our Privacy Preference Center. Click on the different category headings to find out more and change the default settings according to your preference. You cannot opt-out of our first party Strictly Necessary Cookies as they are deployed in order to ensure the proper functioning of our website (such as prompting the cookie banner and remembering your settings,). For more information about the first party Strictly Necessary Cookies and third-party Targeting Cookies used, please follow this link: [Privacy Preference Center](#).

If you navigate through our Site and consent to their use, either through opting-in or not opting out through the Privacy Preference Center settings, trusted third-party service providers may automatically collect your personal online identifiers, such as your IP address, and your internet network activity information, such as the browser you're using, browser and search history, usage details, keystrokes, mouse clicking, digital analytical tracking information, and other information collected through "third-party cookies." Those third-party service providers might look at what site you came from, or what site you visit when you leave us. "Cookies" are bits of information that are placed by a website in a storage place on your computer. The third-party cookies are hosted by our social media, advertising, and analytics service providers who use this personal information (along with other information you may have provided to them) to help track usage patterns, promote and provide our products, and provide personalized advertisements.

By consenting to the use of these third-party cookies, you are directing the third-party cookies to collect your personal information and to disclose it to the third parties that host these third-party cookies, which include Google, Facebook, Pinterest, Amazon, TikTok, Youtube, StackAdapt, Smart Commerce, Aggregate Knowledge, and theTradeDesk, by having them directly collect this information. You should review the privacy policies of Google, Facebook, Pinterest, Amazon, TikTok, StackAdapt, Smart Commerce, Aggregate Knowledge, and theTradeDesk to see how they treat the personal online identifiers and your internet network activity information they are collecting, and by consenting to the use of the third-party cookies utilized on this Site, you are consenting to such uses by these third-party service providers. We do not have access to this collected information in a non-aggregate format. Gruma uses this information to improve our Site, serve you with advertising content in which we think you will be interested, and to better understand the interests of our customers and our Site visitors by observing customers' behaviors on the Site.

You can manage your privacy settings through our Privacy Preference Center.

You can also request that we do not share your personal online identifiers by refusing the use of the third-party cookies on the Site by toggling the third-party Targeting Cookies, Functional

Cookies, and Performance Cookies to “off” in the Privacy Preference Center to disable the use of third-party cookies. In such a situation, you should also delete the third-party cookies solely from this Site by clearing the cookies from your web browser. Below are some helpful tips on how to clear cookies from this Site on your web browser:

- If you are using Google Chrome, you can clear your cookies from this Site using the process explained here: <https://support.google.com/chrome/answer/95647?co=GENIE.Platform%3DDesktop&hl=en>
- If you are using Mozilla Firefox, you can clear your cookies from this Site using the process explained here: [https://support.mozilla.org/en-US/kb/clear-cookies-and-site-data-firefox#w\\_clear-cookies-for-any-website](https://support.mozilla.org/en-US/kb/clear-cookies-and-site-data-firefox#w_clear-cookies-for-any-website)
- If you are using Safari, you can clear your cookies from this Site using the process explained here: <https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac>
- If you are using Internet Explorer, you can clear your cookies from this Site by clicking on Tools, Internet Options, Settings under Browsing History, View Files, and then specifically deleting cookies from this Site.

**E. Selling and Sharing Information.** Gruma does not sell our Platform user’s names, e-mail addresses, addresses, or telephone numbers or other personal information you submit or post. However, unless otherwise specified, we may share your personal information within Gruma, such as with our subsidiaries and affiliates. We also allow access to our database by trusted third-party service providers that provide us with services, such as technical maintenance, forum software, or statistical or marketing analysis, but only for the purpose of and to the extent necessary to provide those services. In the event that Gruma should decide to sell any assets which may include this Platform, it may transfer the information provided to Gruma by users of the Platform along with the sale of the Platform. For information pertaining to sharing information with other parties, please see Section II.B above.

**F. Legal Disclaimer.** Gruma reserves the right to disclose your personal information and sensitive personal information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on the Platform. For example, Gruma will provide personal information or sensitive personal information to third parties if Gruma believes, in good faith, that it is necessary to prevent a crime or an injury to Gruma or third parties. Gruma will also share personal information or sensitive personal information to respond to a court order or subpoena, or if a government agency or investigatory body requests it.

**G. Not Intended For Children.** Our Site and Platform are not intended for children under 16 years of age. No one under 16 may provide any personal information to or on the Platform. We do not knowingly collect, use, share, or sell personal information of children under 16. If you are under 16, do not use or provide any information on the Platform. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us. Parents or legal guardians can learn more about how to protect children's privacy on-line here: <https://www.consumer.ftc.gov/topics/protecting-kids-online>.

**H. Data Security.** Gruma uses standard security measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls. We keep personal information as long as it is necessary or relevant for the practices described in this Policy. We also keep information as otherwise required by law.

The safety and security of your information also depends on you. The Internet is not 100% secure. We cannot promise that your use of our Platform will be completely safe. We encourage you to use caution when using the Internet. This includes not sharing your passwords.

**I. Third-Party Content.** Some content or applications, including advertisements, on the Site and Platform could be served by third-parties, including social media, advertising, analytics, ad networks and servers, content, and application service providers. If you click on a link to a third-party site, you will be taken to websites or pages we do not control. This includes social media sites. This Policy does not apply to the privacy practices of third party websites. Read the privacy policy of other websites carefully. We are not responsible for third party policies or practices.

**J. For Our Customers in California, Colorado and Virginia.** This Section J of the Policy is intended to comply with the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), the California Online Privacy Protection Act (CalOPPA), the California Notice Data Security Act, the Colorado Privacy Act (CPA), the Virginia Consumer Data Protection Act (VCDPA), and other applicable privacy laws to California, Colorado and Virginia residents.

For purposes of this Section J, “Personal Information” means anything that identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular California, Colorado or Virginia consumer or household, including without limitation Sensitive Personal Information. “Sensitive Personal Information” has the definition set forth in the CCPA, as amended by the CPRA. Gruma does not sell Sensitive Personal Information. Gruma shares Personal Information and Sensitive Personal Information as set forth in Sections II.A–B above.

This Section J is intended for California, Colorado and Virginia Residents who have interacted with Gruma outside of an employment relationship. It is not intended for California, Colorado or Virginia employees, or for residents in Colorado and Virginia that have interacted with Gruma in a business-to-business context. For California employees or former employees, a separate Employee Privacy Policy has been made available to you. For any questions, please contact your local Human Resources team.

**(i) Notice of Categories of Personal Information We Collect and How We Use It.** Please see Section II.A–B above. Gruma does not sell Sensitive Personal Information. For information on personal online identifiers and internet network activity information provided through cookies, please see Section II.C–D above. Gruma shares Personal Information and Sensitive Personal Information as set forth in Sections II.A–B above.

**(ii) Right to Know About Personal Information Collected, Shared or Sold.** You have the right to know about the Personal Information we collected, shared, and/or sold about you during the prior 12 months.

Specifically, you have a right to know:

- The categories of Personal Information we have collected about you.
- The categories of sources for the Personal Information we have collected about you.
- The specific pieces of Personal Information we have collected about you.
- Our business or commercial purpose for collecting or selling your Personal Information.
- The categories of third parties to whom we have sold or shared your Personal Information, if any, and the categories of Personal Information that we have shared with each third-party recipient.

The categories of Personal Information that we collected and shared in the past 12 months are discussed above in **A. Notice of Personal Information We Collect and How We Use It**. Gruma does not sell Sensitive Personal Information. For information on personal online identifiers and internet network activity information provided through cookies, please see Section II.C–D above. Gruma does not share or sell the Personal Information or Sensitive Personal Information of minors under sixteen years of age without affirmative authorization.

You can obtain the Personal Information we have on file for you and the Personal Information shared by us by submitting a verifiable written request to us by clicking [here](#) and completing the webform request or by calling us at our toll-free telephone number: 1-800-600-8226. Only you, or a person that you authorize to act on your behalf, may make a request related to your Personal Information.

Your request must be verifiable before we can fulfill such request. Verifying your request will require you to provide sufficient information for us to reasonably verify that you are the person about whom we collected Personal Information or a person authorized to act on your behalf. We will only use the Personal Information that you have provided in a verifiable request in order to verify your request. To verify the request, we may require that you verify your identity using a verification service through Adobe Sign. If you are requesting to obtain the specific pieces of



Personal Information we have on file or have shared, we may require you to provide us with a signed declaration under penalty of perjury from you that you are the individual whose Personal Information is subject to the request.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority. Please note that we may charge a reasonable fee or refuse to act on a request if such request is excessive, repetitive, or manifestly unfounded. If we are unable to verify your identity, we will deny your request and inform you that we cannot verify your identity and explain why we have no reasonable method with which we can identify you. However, we will direct you to our Policy which describes our general business practices regarding the collection, maintenance, sharing, and sale of Personal Information.

Within 10 business days of receiving your request, we will confirm receipt of your request and provide information about how we will process your request, including a description of our process to verify your identity and when you should expect our response. Generally, we will respond to your request within 45 days and provide you the requested Personal Information by mail or a readily usable electronic format. Under certain circumstances, we may take up to 90 days to respond to your request. In these circumstances, we will provide you with notice and an explanation of the reason we will take more than 45 days to respond to your request.

By law, we can deny your request to know specific pieces of your Personal Information, in whole or in part, if it conflicts with federal or state law. If we deny your request for these reasons, we will notify you that your request has been denied and explain the reasons for the denial. If your request is denied only in part, we will disclose the remainder of the Personal Information you requested.

The rights identified in this section do not apply to Personal Information collected from Colorado and Virginia residents through the employment or job application process or through a business-to-business relationship.

**(iii) Notice of Your Right to Request Deletion of Your Personal Information.** You have the right to request us to delete the Personal Information or that we have collected or maintained about you. You can request us to delete your Personal Information by submitting a verifiable written request to us by clicking [here](#) and completing the webform request or by calling us at our toll-free telephone number: 1-800-600-8226.

Your request must be verifiable before we can fulfill such request. Verifying your request will require you to provide sufficient information for us to reasonably verify that you are the person about whom we collected Personal Information or a person authorized to act on your behalf. We will only use the Personal Information that you have provided in a verifiable request in order to verify your request. To verify the request, we may require that you verify your identity using a verification service through Adobe Sign, and we may require you to provide us with a signed declaration under penalty of perjury from you that you are the individual whose Personal Information is subject to the request.



If we are able to verify your identity, we will delete your Personal Information by one of the deletion methods permitted by law and will notify you of the deletion method used. We may offer you the option to delete a select portion of the Personal Information you requested to be deleted in addition to the option to delete all of the Personal Information you requested to be deleted. Prior to deleting your Personal Information, we will confirm that you want your Personal Information deleted. If your Personal Information is stored on or archived in back-up systems, we will delete the Personal Information when our archived or back-up system is next accessed or used. We will also direct our service providers to whom we have provided your Personal Information to delete the requested information.

If we are unable to verify your identity, we will deny your request and inform you that we cannot verify your identity.

By law, we may also deny your request to delete if we conclude it is necessary for us to retain such Personal Information under one or more of the exceptions listed in the CCPA, as amended by the CPRA, or the VCDPA, as applicable. If we deny your request to delete, we will: (1) inform you that we have denied your request and describe the basis for the denial including any legal exception permitting denial; (2) delete any Personal Information that is not subject to the legal exception; and (3) refrain from using the Personal Information retained for any other purpose than provided for by that exception.

Within 10 business days of receiving your request, we will confirm receipt of your request and provide information about how we will process your request, including a description of our process to verify your identity and when you should expect our response. Generally, we will respond to your request within 45 days. Under certain circumstances, we may take up to 90 days to respond to your request. In these circumstances, we will provide you with notice and an explanation of the reason we will take more than 45 days to respond to your request.

In responding to your request to delete, we will maintain a record of your request for the legally required period of 24 months.

The rights identified in this section do not apply to Personal Information collected from Colorado and Virginia residents through the employment or job application process, or through a business-to-business relationship.

**(iv) Notice of Your Right to Request Correction of Your Personal Information.** You have the right to request us to correct the Personal Information or that we have on file for you. You can request us to correct your Personal Information by submitting a verifiable written request to us by clicking [here](#) and completing the webform request or by calling us at our toll-free telephone number: 1-800-600-8226.

Your request must be verifiable before we can fulfill such request. Verifying your request will require you to provide sufficient information for us to reasonably verify that you are the person about whom we collected Personal Information or a person authorized to act on your behalf. We will only use the Personal Information that you have provided in a verifiable request in order to verify your request. To verify the request, we may require that you verify your identity using a

verification service through Adobe Sign, and we may require you to provide us with a signed declaration under penalty of perjury from you that you are the individual whose Personal Information is subject to the request.

If we are able to verify your identity, we will correct your Personal Information at issue on our existing systems and implement measures to ensure that the information remains corrected.

We will also direct our service providers to whom we have provided your Personal Information at issue to correct the information at issue.

If we are unable to verify your identity, we will deny your request and inform you that we cannot verify your identity.

By law, we may also deny your request to correct the information at issue if we determine that the contested information is more than likely correct based on a totality of the circumstances considering the nature of the information (*e.g.*, whether it is objective, subjective, unstructured, sensitive, etc.), how we obtained the contested information, and documentation relating to the accuracy of the information whether provided by you, us, or another source. We may require you to provide documentation necessary to rebut our own documentation that the personal information is accurate. We may also deny your request to correct if we have denied your request to correct the same alleged inaccuracy within the past six months of receiving the request. However, we will treat the request to correct as new if you provide new or additional documentation to prove that the information at issue is inaccurate.

As an alternative to correcting the information at issue, we may delete the contested information if such deletion does not negatively impact you or if you consent to the deletion.

If we deny your request to correct, we will:

- Explain the basis for the denial; and
  - If the request to correct would be impossible or would involve disproportionate effort, we will provide a detailed explanation that includes enough facts to give you a meaningful understanding as to why we cannot comply with the request.
- Inform you that upon your request, we will note both internally and to any third party with whom we share the personal information that the accuracy of the personal information is contested by you;

Within 10 business days of receiving your request, we will confirm receipt of your request and provide information about how we will process your request, including a description of our process to verify your identity and when you should expect our response. Generally, we will respond to your request within 45 days. Under certain circumstances, we may take up to 90 days to respond to your request. In these circumstances, we will provide you with notice and an explanation of the reason we will take more than 45 days to respond to your request. We will accept, review, and consider any documentation that you provide in connection with the request to correct.

In responding to your request to correct, we will maintain a record of your request for the legally required period of 24 months.

The rights identified in this section do not apply to Personal Information collected from Colorado and Virginia residents through the employment or job application process, or through a business-to-business relationship.

**(v) Notice of Right to Opt-Out of the Sale or Sharing of Your Personal Information.** You have the right to request to opt-out of the sale or sharing of the Personal Information that we have collected or maintained about you, other than Personal Information shared with our trusted third-party service providers and contractors.

For Personal Information obtained by third-party cookies, please refer to Section III.F below for explanation on how to exercise your right to opt-out of the sale or sharing of this information. As explained above, Gruma does not share or sell Personal Information or Sensitive Personal Information with anyone other than service providers or contractors.

The rights identified in this section do not apply to Personal Information collected from Colorado and Virginia residents through the employment or job application process, or through a business-to-business relationship.

**(vi) Notice of Right to Opt-Out of the Sale or Sharing of Your Personal Information Obtained by Third-Party Cookies.** You have the right to direct the Site to not share your Personal Information obtained by third-party cookies by toggling the third-party Targeting Cookies, Functional Cookies, and Performance Cookies to “off” in the Privacy Preference Center to disable the use of third-party cookies. You may also exercise by calling our toll-free telephone number 1-800-600-8226 for assistance in how to exercise this right. If the Site collected your Personal Information online, we will treat user-enabled privacy controls, such as a browser plugin or privacy setting or other mechanism, that communicate or signal your choice to opt-out of the sharing of your Personal Information as a valid request to opt-out of the sharing of your Personal Information for that browser or device or, if known, for you.

If you use an authorized agent to exercise your right to opt-out of the sale or sharing of your Personal Information obtained by third-party cookies, we will require your authorized agent to provide us with your written permission as well as other information necessary to verify that you have authorized the agent to act on your behalf.

Please see Section II.D above for additional information regarding how you can control third-party cookies on the Site and opt-out of the sharing of your Personal Information obtained by Third-Party Cookies.

**(vii) Limiting Use and Sharing of Sensitive Personal Information.** As explained above, Gruma only uses and shares Sensitive Personal Information to perform services on behalf of Gruma, including for purposes of completing background checks and verifying the identity and work status for job applicants, and to process payments to our vendors, to run a credit report, as

well as for tax and other record keeping purposes. As such, the use and sharing of this Sensitive Personal Information is not required to be limited by law.

**(viii) Right to Nondiscrimination.** You have the right to receive our products and services on equal terms regardless of whether or not you exercise your rights under this Policy.

**K. Privacy Rights under the California Online Privacy Protection Act (CalOPPA).**

Individual California residents may request information about our disclosures of certain categories of Personal Information to our affiliates or third parties for their direct marketing purposes. We will provide a list of the categories of Personal Information disclosed to third parties or our affiliates for their direct marketing purposes during the immediately preceding calendar year, along with the names and addresses of these third parties or affiliates. This request may be made no more than once per calendar year. Individual California Users must submit their requests to us either by writing as at: Gruma Corporation, 5601 Executive Drive, Suite 800, Irving, Texas 75038, Attn: Legal Department We reserve our right not to respond to requests submitted other than to the email or mailing addresses specified in this section.

**L. Privacy Rights under the California Shine the Light Law and California Business & Professions Code section 22580 et seq.** Residents of the State of California may request a list of all third parties to which we have disclosed certain information during the preceding year for those third parties' direct marketing purposes.

**M. Binding Arbitration.** You agree that any controversy or claim arising out of or relating to the Policy, or information and data collected, used, shared, or sold thereunder shall be settled by binding arbitration administered by JAMS pursuant to its then prevailing Streamlined Arbitration Rules and Procedures in a location determined by the JAMS arbitrator (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties, and that judgment on the award may be entered in any court having jurisdiction. The JAMS Rules and Procedures are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply the Federal Arbitration Act in the interpretation and enforcement of this arbitration provision, and to the extent the Federal Arbitration Act is inapplicable, the arbitration law of the state of your residence shall apply. The arbitration shall apply any applicable statutes of limitations, and shall honor claims of privilege recognized at law.

If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or

representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Gruma shall be entitled to arbitrate their dispute.

IT IS AGREED BY THE PARTIES THAT CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY AND NOT IN A MULTI-PLAINTIFF, CLASS, OR COLLECTIVE CAPACITY ON BEHALF OF OTHER PERSONS. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO HEAR OR ISSUE ANY AWARD CONCERNING THE CLAIMS OF A MULTI-PLAINTIFF, CLASS, OR COLLECTIVE ACTION OR TO CONSOLIDATE THE CLAIMS OF MORE THAN ONE INDIVIDUAL INTO A SINGLE ARBITRATION PROCEEDING. THE ARBITRATOR HAS ONLY THE AUTHORITY TO RESOLVE THE CLAIMS OF AND AWARD RELIEF TO AN INDIVIDUAL PERSON OR ENTITY.

**N. Changes to Our Privacy Policy.** It is our policy to post any changes we make to Policy on this page. If we make material changes to how we treat our users' personal information, we will notify you through a notice on the Site home page. The date this Policy was last revised is identified at the top of the Policy. You are responsible for periodically visiting our Site and this Policy to check for any changes.

**O. Contact Information.** To ask questions or comment about this Policy and our privacy practices, contact us at: 1-800-600-8226 or through the Contact Us section in our Site.