

Mars Chocolate North America, LLC

FOODSERVICE LIMITED LICENSE AGREEMENT INSTRUCTIONS

By completing and submitting the Limited License Agreement ("Agreement"), your Company will be offering to enter into a license agreement with Mars Chocolate North America, LLC ("Mars"), pursuant to which your Company will be authorized to use the trademarks associated with the Mars product(s) described in the Agreement (the "Mars Marks"). Your Company will be permitted to use the Mars Marks in connection with the promotion and sale of the company product(s) that you describe in the Agreement ("Company Product"), all subject to Mars' [Standard Foodservice License Terms and Conditions](#), which are attached to and form a part of the Agreement (the "Terms and Conditions").

It is important that you read and understand the Agreement and the Terms and Conditions. If you wish, you should consult your legal or other professional advisors before submitting the Agreement. Once completed, submitted, and accepted by Mars, the Agreement will form a legally binding contract between your Company and Mars. Mars will notify you by email at the address given in the Agreement whether or not it has accepted the Agreement, approximately 3 business days after the Agreement has been submitted. The Agreement will not take effect unless and until you receive Mars' written acceptance.

For instructions on how to complete each item in the Agreement, please see below. Note that each required field must be completed in order for the Agreement to be accepted by Mars.

Fields:

1. **Company Name**. Enter your Company's full legal name. For example, ABC Shakes, Inc., or Tasty Sundaes, LLC.
2. **Operating Name, d/b/a**. Enter the name under which your Company is operating or doing business, if different from the full legal name. For example, ABC Shakes or Tasty Sundaes.
3. **Type of Organization**. Select the type of legal entity from the list provided.
4. **State of Organization**. Select the state or U.S. territory or possession in which your Company was legally organized or formed. Note that this may not be the same as the state(s) in which you operate.
5. **Address**. Provide the full address of your Company's headquarters.
6. **Company Contact**. Provide the name, title, phone number, email address, and fax number (if applicable) of the person Mars may contact regarding the Agreement.
7. **Company Website Address**. If applicable, provide the Company's website address. For example, www.abcshake.com or www.tastysundaes.com.
8. **Number of Participating Company Locations**. Indicate the total number of

Company locations where Company Product will be sold. List should include participating Company and franchisee locations.

9. **Mars Product(s) to which License Relates**. From the list provided, select the Mars Product(s) for which you are requesting use of the Mars Marks and which you plan to include in the Company Product. You may select more than one Mars Product. Note that the Agreement does not cover Mars products that do not appear on the drop-down menu. If you are interested in the use of Mars Marks relating to Mars products that do not appear on the License menu, please contact Mars directly at mfs@realtime-solutions.com.

10. **Description of Company Product**. Provide a full description of the product in which your Company intends to use the Mars Product and for which you request use of the Mars Marks. Include the minimum amount of Mars Product to be used in each serving. For example: Ten (10) ounce blended milkshake including a minimum of two (2) ounces of M&M'S® Brand Milk Chocolate Candies, or: Two (2) scoop ice-cream sundae topped with a minimum of three (3) ounces of chopped SNICKERS® Bar. **Note that cookie products of all types are specifically excluded from the Agreement, and may not be designated as a Company Product.**

Click [here](#) for product usage minimum requirements.

11. **Use of Mars Marks**. Select the proposed use of the Mars Marks from the list provided. You may select more than one use of the Mars Marks. **Uses that do not appear on the list are not authorized under the Agreement. In particular, note that the use of Mars Marks in electronic media (for example, television or radio advertisements) are specifically excluded from this Agreement.** If your Company wishes to use the Mars Marks in electronic media or in any manner not listed, please contact Mars directly at mfs@realtime-solutions.com.

12. **Further Information**. For further information or if you have questions, contact us at mfs@realtime-solutions.com.

13. **Terms and Conditions**. Check box to confirm that you have read, understand, and agreed to the Terms and Conditions.

14. **Submission**. After completing all required and any other applicable fields, click "Submit".