

AMENDMENT NO. 1

TO THE SETTLEMENT AND RELEASE AGREEMENT

This Amendment No. 1 (the "Amendment") is entered into and made a part of the Settlement and Release Agreement (the "Settlement Agreement"), which was fully executed as of November 22, 2020 by and between Grocery Delivery E-Services USA, Inc. dba HelloFresh ("HelloFresh") and Plaintiffs Grace Murray, Amanda Engen, Stephen Bauer, Jeanne Tippett, Robin Tubesing, Nikole Simecek, Michelle McOsker, Jacqueline Groff, and Heather Hall (the "Plaintiffs" and together with HelloFresh, the "Parties").

NOW, THEREFORE, for good and valuable consideration, and subject to approval of the Court in the action *Grace Murray v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, Case No. 19-cv-12608-WGY (D. Mass.), HelloFresh and the Plaintiffs agree as follows:

1. The following shall be added as Section 2.2.2 to the Settlement Agreement:

Any Future Claims For Violation Of The TCPA Not Subject To

Arbitration. In the event that any of the Settlement Class Members have future claims for violation of the TCPA or any similar state law, they are not releasing such claims and HelloFresh agrees that if any such claims are filed in a court of law within four years, or the applicable statute of limitations, whichever is longer, from the Effective Date, HelloFresh will not seek to compel arbitration of any such claims. However, if a Settlement Class Member desires to participate in an arbitration related to alleged claims for violation of the TCPA or any similar state law claims, this agreement will not prohibit them from doing so.

2. Except as expressly modified by this Amendment, the terms and conditions of the Settlement Agreement shall remain in full force and effect, including the requirement of Court approval to become effective.

3. If the Court requires, the Parties, through the Settlement Administrator, will provide notice of this additional provision to Settlement Class Members who have not already filed a claim. The cost of the notice will be borne by HelloFresh.

4. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument. Signatures sent in pdf format by email will constitute sufficient execution of this Agreement.

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IN WITNESS WHEREOF, the Parties hereby accept and agree to the Amendment, as reflected by their signatures below.

Dated: 7/23/2021

Grace Murray

Grace Murray

Dated: 7/23/2021

Jeanne Tippett

Jeanne Tippett

Dated: 7/23/2021

[Signature]

Stephen Bauer

Dated: 7/23/2021

Amanda Engen

Amanda Engen

Dated: 7/23/2021

Robin Tubesing

Robin Tubesing

Dated: 7/25/2021

NIKOLE SIMECEK

Nikole Simecek

Dated: 7/23/2021

Michelle McOsker

Michelle McOsker

Dated: 7/23/2021

Jackqueline Groff

Jackqueline Groff

Dated: 7/25/2021

Heather Hall

Heather Hall

Dated: 7/23/2021

DocuSigned by:
Colin Bennett
591C9A39297F4DB...
Grocery Delivery E-Services USA Inc. d/b/a HelloFresh
General Counsel
Its: _____