

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date")

by and between NeighborFavor Inc., a Delaware corporation ("Favor"), and _____ ("Counterparty").

1. **Purpose**. In connection with discussing, evaluating and consummating a possible transaction or relationship of mutual interest and benefit between Favor and Counterparty (the "Purpose"), each party may disclose to the other party certain confidential, technical, and business information that the disclosing party desires to treat as confidential. In the event a definitive agreement is entered into between both parties (a "Definitive Agreement"), the Purpose shall also include the fulfillment of each party's obligations thereunder.

2. **Confidential Information**" means any information disclosed by either party to the other party, either directly or indirectly, prior to or after the Effective Date, in writing, electronically, orally, or by inspection of tangible objects (i) that the disclosing party identifies as confidential or proprietary; or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Without limiting the generality of the foregoing, Counterparty acknowledges and agrees that all source code and other computer code, business methods, proprietary technology information, marketing plans, roadmap and development plans, expansion plans, sales and financial information, market research, and business plans provided by or on behalf of either party will be deemed to be Confidential Information of such party. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party or third party information disclosed by the disclosing party. Any PII (as defined below) of Favor or data regarding Favor's customers, drivers,

merchants, or employees shall also constitute Favor's Confidential Information.

3. **Exceptions.** Notwithstanding Section 2, Confidential Information shall not include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public without breach of this Agreement by the receiving party; (ii) was acquired by the receiving party without restriction as to use or disclosure before receiving such information from the disclosing party, as shown by the receiving party's files and records immediately prior to the time of disclosure; (iii) is obtained by the receiving party without restriction as to use or disclosure by a third party authorized to make such disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

4. **Permitted Use.** The receiving party may not disclose the Confidential Information to any third party without the prior written consent of the disclosing party, except as expressly set forth herein. The receiving party may only use the disclosing party's Confidential Information in connection with the Purpose for the mutual benefit of both parties. If the receiving party desires to make use of the Confidential Information for any purpose beyond the scope of the Purpose, the receiving party must obtain a separate written agreement from the disclosing party before pursuing such further use. Without limiting the generality of the foregoing, the receiving party shall not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects that embody the disclosing party's Confidential Information unless written consent for such actions is received from the disclosing party. If such a prohibition is not permitted pursuant to applicable law, the receiving party shall provide the disclosing party written notice prior to undertaking any such reverse engineering, and shall give the disclosing party a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering. Neither party shall make any copies of the other party's

Confidential Information unless the disclosing party previously approves the same in writing. Each party shall reproduce the other party's proprietary rights and confidentiality notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. **Maintenance of Confidentiality**. The receiving party will maintain the confidentiality of the disclosing party's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. The receiving party will not disclose any of the disclosing party's Confidential Information to employees or to any third parties except to the receiving party's directors, officers, employees and legal and accounting advisers (collectively, "Representatives") who have a need to know such information in connection with the Purpose and have agreed to abide by non-disclosure terms at least as protective of the disclosing party's Confidential Information as those set forth herein. Each party will ensure the their respective Representatives comply with the terms of this Agreement and will be liable for any breach of this Agreement by its Representatives. Under no circumstances will Counterparty directly or indirectly share, or allow to be shared, any Confidential Information or PII of Favor, with any competitors of Favor (including but not limited to DoorDash, UberEATS, and Grubhub).

6. **Disclosure Required by Law**. In the event the receiving party is required by law or a valid subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the disclosing party's Confidential Information, the receiving party shall promptly notify the disclosing party in writing of the existence, terms, and circumstances surrounding such required disclosure so that the disclosing party may seek a protective order or other appropriate relief. The receiving party shall cooperate with the disclosing party in seeking such order or other relief. If the receiving party is nonetheless required to disclose the disclosing party's

Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible.

7. **Duration of Protection.** The obligations set forth herein with respect to the disclosing party's Confidential Information shall be protected by this Agreement until such information is no longer Confidential Information because it is covered by an exception set forth in Section 3.

8. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of one (1) year. Thereafter, the Agreement shall automatically renew for additional automatic one (1) year terms if any Confidential Information has been exchanged within three (3) months preceding the renewal date. Otherwise, the agreement shall expire. Upon expiration or termination of this Agreement, Sections 2 to 7, 11, 17 and 18 shall survive in accordance with their terms.

9. **No Obligation.** Nothing herein shall obligate either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services or products, or to engage in any other business transaction. Each party reserves the right, in its sole discretion, to terminate the discussions concerning the Purpose at any time. Nothing in this Agreement shall be construed to limit either party's right to independently develop or acquire products and services without use of the other party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that a party hereto will not develop, or have developed for it, products, services, concepts, systems or techniques contemplated by or embodied in the Confidential Information; provided that the receiving party does not violate any of its obligations under this Agreement in connection with such development. In the event the parties do enter into a definitive agreement relating to any business transaction, the terms of this Agreement shall apply to all

information shared during such engagement.

10. **Ownership and No License.** All of the disclosing party's Confidential Information shall remain the sole property of the disclosing party. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark or other intellectual property right of the other party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

11. **Personally Identifiable Information.** With respect to any PII (as defined below) of Favor provided or made accessible to Counterparty, Counterparty acknowledges and agrees that it: (i) shall only use the PII in connection with the Purpose; (ii) shall not disclose the PII to any third parties other than as expressly allowed by a Definitive Agreement or approved by Favor in writing; (iii) shall not use the PII for marketing purposes or allow any third parties to use for their marketing (or any other) purposes; (iv) shall comply with Favor's privacy policy then in effect, available at favordelivery.com/privacy; (v) has adopted, implemented and shall maintain a comprehensive written information security program consistent with applicable law that includes administrative, technical and physical safeguards designed to secure the PII; (vi) shall only store the PII on servers located in the United States and under Counterparty's control (unless otherwise approved by Favor in writing); (vii) in the event of a security breach or any unauthorized access to the PII, it shall notify Favor within twenty-four hours and (at its sole expense) (x) take any corrective measures required to prevent recurrence of such unauthorized access, (y) provide any legally required notices to affected individuals, and (z) take any additional remediation measures that may be required by applicable laws, the policies or procedures of Favor or Counterparty, or that may otherwise be necessary, reasonable or appropriate under the circumstances (commensurate with the nature of the security breach). "PII" shall mean any information that identifies or can be used to identify an individual relating to Favor personnel (including former, current or prospective employees, independent contractors, officers or directors); Favor customers (including past, current or prospective customers); and third parties partnering with or providing goods or services to Favor.

12. **Independent Development.** Each party agrees that the other party may currently or in the future develop information internally, or receive information from other parties, that may be similar to the information received from the disclosing party hereunder. Accordingly, nothing in this Agreement will be construed as a representation, obligation, or inference that the receiving party or its affiliates will not develop products, services or concepts, partner with third parties, or have products, services or concepts developed for it, that without violation of this Agreement, compete with the products or systems contemplated by the information of the disclosing party.

13. **Joint Development**. If the parties agree to jointly conduct trials or any development work, they will execute a new written agreement in connection therewith. Any information exchanged with respect to such trials or development work will be subject to the terms and conditions of this Agreement until a new agreement is signed. Unless otherwise agreed to by the parties in writing, the results of trials or developments based on Confidential Information of the disclosing party may be used only for the benefit of the disclosing party and the receiving party will not apply for patents or other proprietary rights based on Confidential Information of the disclosing party without the prior written consent of the disclosing party.

14. **No Warranty**. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **Return of Materials**. All documents and other tangible objects containing or representing the disclosing party's Confidential Information and all copies thereof that are in the possession of the receiving party shall be promptly returned to the disclosing party upon the disclosing party's request, provided that one copy may be kept for record keeping or backup purposes if required by law or technological limitations (and the confidentiality protections of this Agreement shall continue to apply while in the receiving party's possession).

16. **No Export**. Neither party shall export, directly or indirectly, any technical data acquired from the other party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time

of export requires an export license or other government approval without first obtaining such license or approval.

17. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the disclosing party and the disclosing party's business, and expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting bond. In the event any obligation of this Agreement must be enforced, through litigation or otherwise, the prevailing party will be entitled to recover reasonable costs and expenses incurred in enforcing the obligation, including costs, reasonable attorneys' fees and experts' fees.

18. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Texas, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in Travis County, Texas and the parties hereby submit to the exclusive personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution. Neither party may assign this Agreement without the express written consent of the other party, and any prohibited assignment shall be void; provided that

either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of such party's assets. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns. This Agreement may be executed in two identical counterparts(including via fax, PDF, or other form of electronic transmission or signature), each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.