Terms and Conditions

These Terms and Conditions, together with the order form ("**Order Form**") that incorporates these Terms and Conditions by reference (collectively, the "**Agreement**"), is entered into by and between NeighborFavor Inc., a Delaware corporation located at 2416 E. 6th Street, Austin, TX 78702 ("**Favor**"), and the Merchant set forth on the Order Form (referred to herein as "**Merchant**"), effective as of the effective date set forth on the Order Form (the "**Effective Date**"). Merchant acknowledges and agrees that these Terms and Conditions may be updated by Favor from time to time as set forth in Section 9.

1. **Favor Service**

- Favor offers a proprietary service (the "**Favor Service**") designed to connect people who wish to place on-demand orders ("**Users**") for food, beverages and other products from merchants with independent couriers who function as runners to provide delivery services to fulfill those orders ("**Runners**").
- Favor is not itself a courier service, nor does it supply any products to fill orders. Runners are not Favor employees, representatives or agents (rather, Runners are independent contractors that use the Favor Service to make the connection to Users and Merchants when orders are placed).
- Favor will appoint an Account Manager ("**Account Manager**") to serve as the primary point of contact for Merchant regarding its participation in the Favor Service. Favor will identify the initial Account Manager and provide Merchant with contact information contemporaneously with or shortly following the execution of this Agreement and will notify Merchant of any replacement Account Manager in a timely manner.

2. **Merchant Participation**

- Merchant hereby authorizes Favor to identify Merchant by name and logo as a participating merchant and grants Favor a royalty-free license to: (i) use such Merchant trademarks, service marks and logos as Merchant provides to Favor in connection with this Agreement and (b) use Merchant's menu as well as photos, text, logo samples and other content as Favor reasonably requires (including the right to reformat and otherwise modify the foregoing in order to fit and display through Favor's mobile applications and website), in each case to provide the Favor Service to Merchant and its User customers, to promote the Favor Service, and to perform its obligations under this Agreement. Favor hereby authorizes Merchant to identify the Favor Service as a delivery option to its customers and to use such Favor trademarks, service marks and logos as Favor provides to Merchant in connection with this Agreement for such purpose. Each of Favor and Merchant will use the other party's trademarks, service marks and logos in such form as provided and otherwise in accordance with any usage guidelines that the other party provides.
- As part of the Favor Service, during the term of this Agreement, Favor shall provide Merchant with free access to an online portal ("**Merchant Portal**") that displays certain metrics relating to sales generated via the Favor Service. For clarity, Merchant will not be charged any fees or be required to provide any other form of compensation in return for being granted access to the Merchant Portal. Merchant is solely responsible for maintaining the accuracy of its menu, including pricing, descriptions, images, and item availability via the

Merchant Portal or integrated platform. Favor is not responsible for any User dissatisfaction or refunds resulting from inaccurate menu information provided by Merchant.

- As between Favor and Merchant, Favor shall own all right, title, and interest in and to any data collected or generated from, or transmitted or made accessible via, the Favor Service, including any personal information provided by Users or data displayed within the Merchant Portal ("**Favor Data**"). Subject to the terms and conditions of this Agreement, Favor grants to Merchant a non-exclusive, non-transferable, non-sublicensable, royalty-free license during the term of this Agreement to use for Merchant's internal business purposes the Favor Data that is (i) displayed within the Merchant Portal, or (ii) included in any aggregated reports provided by Favor to Merchant. The parties acknowledge that Favor is a "Controller" and Merchant is a "Processor" as defined by the Texas Data Privacy and Security Act ("TDPSA"). Merchant shall process Favor Data only on Favor's documented instructions and for the sole purpose of fulfilling orders as contemplated by this Agreement. Except as set forth above, Merchant agrees not to access, collect, store, retain, transfer, use or otherwise process in any manner Favor Data except as required to perform as contemplated by this Agreement. Merchant shall ensure that each person processing Favor Data is subject to a duty of confidentiality. Merchant shall keep Favor Data secure from unauthorized access and maintain the accuracy and integrity of Favor Data in Merchant's custody or control by using appropriate organizational, physical and technical safeguards. Merchant shall further ensure that any sub-processor or subcontractor engaged by Merchant is bound by written agreement to these same data protection obligations. If Merchant becomes aware of any unauthorized access to Favor Data, Merchant will immediately notify Favor, consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by Favor. At Favor's direction, Merchant shall delete or return all Favor Data to Favor at the conclusion of the Agreement, unless retention is required by law. To the extent Merchant is subject to the TDPSA, Merchant agrees to assist Favor in meeting its obligations under the Act, including assisting with consumer rights requests and providing information necessary to demonstrate compliance. For the avoidance of doubt, any information that a User or customer of Merchant chooses to provide directly to Merchant shall not be considered Favor Data.
- Favor's pricing and the other terms of this Agreement, Favor Data, along with any technical information regarding the operation of the Favor Service and technology, is the confidential and proprietary information of Favor. Merchant agrees that Favor shall have sole discretion over the fees and prices it charges through the Favor service. Merchant agrees to treat all such information, whether provided to Merchant prior to or after the execution of this Agreement, as confidential, to not disclose it to any third party without Favor's prior written permission and to use it only for purposes of using in the Favor Service.
- Each party retains all rights in and to their individual products, services, technology, business methods, trademarks and other pre-existing intellectual property except as expressly granted in this Agreement.
- All references and use by either party of the other's trademarks, service marks or logos other than as contemplated by this Agreement will be subject to such party's prior written approval.

3. **Fees, Payment & Taxes**.

- Favor will remit to Merchant the total retail price (including all sales tax and any other fees) for all of Merchant products and services sold through the Favor Service via integration less Favor's Fee and less any applicable taxes on such Fee. Such remittance by Favor to Merchant shall occur weekly (or other agreed-upon schedule) on a per location basis via ACH or other similar method. For failover charges or if Merchant (via mutual agreement in writing, including email) chooses to fund a joint marketing campaign or promotion, Favor shall invoice each applicable Merchant who signs up for each calendar month in the following month. For purposes of calculating commission, "Net Sales" means total receipts from orders for Merchant's products and services processed through the Favor Service during the applicable period, not including the delivery fee, Runner gratuities, or returns.
- Merchant shall pay all amounts owed no later than 30 days thereafter by ACH, credit card, check, or other method approved by Favor. If any payment method is returned for nonsufficient funds, declined, reversed, challenged or otherwise fails for any reason, such Merchant agrees to immediately pay the amounts owed pursuant to the applicable invoice by other means acceptable to Favor. Additionally, Favor shall have the right to withhold or deduct all outstanding amounts owed to it from all amounts it may owe to Merchant, if any. Merchant agrees to provide all necessary documentation required to set up a remittance account, including any necessary Stripe materials or documentation, and acknowledges that any incorrect or missing documentation could result in a delay or withholding of remittances.
- All fees are non-refundable and are due and payable in U.S. dollars. Merchant is solely responsible for handling refunds and determining any sales, use privilege, gross receipts, restaurant, excise or other tax due in connection with the sale of food or beverages under this Agreement. Favor's Fee is exclusive of any applicable sales, use, value-added, gross receipts, or other transaction taxes ("Transaction Taxes"). Merchant shall be responsible for all such Transaction Taxes imposed by any governmental entity on the Fees or services provided under this Agreement. In addition to Transaction Taxes, Favor reserves the right to charge and collect any fees mandated or permitted by applicable law or regulation (e.g., regulatory compliance fees, delivery caps, or local mandates). To the extent permitted by law, Favor may adjust its fee structure or pass such costs through to Merchant upon notice. Merchant agrees to pay and/or reimburse Favor for any User refunds in accordance with the Refund Matrix available at fv.rs/merchant-refunds, which shall be automatically deducted from any payments made from Favor to Merchant and detailed on or along with each remittance. Merchant shall pay all such taxes and other amounts that it may owe as required by applicable law or regulation. If any fees are not paid in full by the payment due date set forth on each invoice, Favor reserves the right to charge the Merchant a finance charge of 1.5% per month (or the maximum permitted by law, whichever is lower) on the outstanding balance in addition to any related collection costs or attorney's fees incurred by Favor. Additionally, Favor reserves the right to remove a Merchant from the Favor platform or block a Merchant's access to the Favor Service if any fees or other amounts owed to Favor are past due. Merchant agrees that it shall not uniquely charge take-out or similar fees, or add mark-ups to its in-store menu prices, to Favor that it does not charge to other delivery service providers. Additionally, Favor will comply with any legal notices received, including redirecting funds to satisfy a valid lien (provided that any commission owed to Favor shall be considered the property of Favor and retained).

4. **Term & Termination**. Unless otherwise set forth on an Order Form, Agreement will commence on the Effective Date and continue on a month-to-month basis unless sooner terminated by either party pursuant to the following sentence. Either party may terminate this Agreement upon 30 days written notice to the other party at any time, for any reason, provided that Favor may terminate this agreement immediately without notice upon any breach of these terms by Merchant or any activity of Merchant which puts the Favor platform or any of its employees or agents at risk. The provisions of Sections 2(d), 3 (as to amounts owed as of termination), 6, 8 and 9 shall survive the termination for any reason. All other rights and obligations of the parties shall cease upon termination.

5. **Representations and Warranties**. Merchant represents and warrants that (a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement without breaching any obligation to any third party, (b) the operation of its business, including without limitation the preparation and sale of food, beverage and other items, if any, will at all times comply with all applicable laws, rules, standards and regulations (including those relating to regulatory permits and licenses, food safety and sanitation, the sale of alcoholic beverages and other regulated products, data protection and privacy laws, and third party intellectual property or proprietary rights, as applicable); and (c) the prices it charges for items through the Favor service will not be higher than those charged to Merchant's other customers for take-out or delivery of Merchant's products. THE FAVOR SERVICE IS PROVIDED "AS IS", AND FAVOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NON-INTERFERENCE AND NON-INFRINGEMENT. FAVOR DOES NOT WARRANT THAT THE FAVOR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

   Additionally, if Merchant offers alcoholic beverages for delivery, Merchant represents and warrants that: (A) Merchant shall comply with all federal, state, or local laws regarding the preparation, sale, and delivery of alcohol applicable to it, including all applicable Texas Alcoholic Beverage Commission ("TABC") requirements (as updated), (B) Merchant currently holds, and will continue to maintain, adequate permits and licenses required by the TABC to authorize them to offer alcoholic beverages for delivery (including but not limited to an MB permit combined with a Food & Beverage Certificate, a BG permit but not also held with a BP license, a BQ permit, a Q permit, BF license or a P permit), and will immediately notify Favor of any changes thereto, (C) Merchant shall be primarily responsible for ensuring compliance with TABC packaging and preparation requirements, including, when required by law, ensuring that all alcohol orders are accompanied by a food order that was prepared on-premise and that alcoholic beverages are either in the original container sealed by a manufacturer (as such requirements may be modified or superseded by regulatory, legislative, or executive action), and (D) Merchant shall accept returns of alcohol orders that were undeliverable for any reason. Furthermore, if Favor delivers alcoholic beverages from Merchant, Favor represents and warrants that (E) Favor currently holds, and will continue to maintain, either a Carrier Permit, Consumer Delivery Permit, or other permit under the Alcoholic Beverage Code of the State of Texas authorizing it to deliver alcoholic beverages, (F) Favor will be responsible for complying with all TABC requirements applicable to it, and has implemented processes and procedures, software features, and/or other precautionary measures designed to ensure compliance, and (G) orders including alcoholic beverages will only be offered to Runners who are twenty-one years of age or older and who will be responsible for checking ID and ensuring that the recipient of such order is twenty-one years of age or older and not intoxicated. For the

avoidance of doubt, both parties acknowledge and agree that Merchant shall have and maintain exclusive control over all alcoholic beverages purchased, stored, or sold by it, including sole control over all prices and funds from a transaction involving the sale of alcoholic beverages, and that title to all alcoholic beverages will pass directly from Merchant to the end-user and shall at no time pass to Favor or any Runner, provided however that that Merchant hereby authorizes Favor to act as its agent for the collection of funds and delivery of products in connection with any such transactions facilitated through the Favor Platform.

Merchant shall not add any Consumable Hemp Products to its menus without first notifying Favor. Further, if Merchant offers Consumable Hemp Products or CHPs (as defined below) for delivery, Merchant represents and warrants that: (A) Merchant shall comply with all federal, state, and local laws and regulations regarding the preparation, sale, and delivery of such products, including all applicable Texas Department of State Health Services ("DSHS") requirements (as updated from time to time); (B) Merchant currently holds, and will continue to maintain, all necessary licenses and/or registrations required by DSHS to offer such products for delivery, including, but not limited to, either a DSHS Retail Hemp Registration or a DSHS Consumable Hemp Product License, and will immediately notify Favor of any changes thereto; and (C) Merchant represents and warrants that all products it offers through the Favor platform are legally compliant and will contain no more than a 0.3% concentration of Delta-9 tetrahydrocannabinol (THC) on a dry weight basis. Furthermore, if Favor delivers Consumable Hemp Products from Merchant, Favor represents and warrants that (D) Favor will be responsible for complying with all TABC requirements applicable to it, and has implemented processes and procedures, software features, and/or other precautionary measures designed to ensure compliance, and (E) orders including Consumable Hemp Products will only be offered to Runners who are twenty-one years of age or older and who will be responsible for checking ID and ensuring that the recipient of such order is twenty-one years of age or older. For the avoidance of doubt, both parties acknowledge and agree that Merchant shall have and maintain exclusive control over all Consumable Hemp Products purchased, stored, or sold by it, including sole control over all prices and funds from a transaction involving the sale of such products, and that title to all Consumable Hemp Products will pass directly from Merchant to the end-user and shall at no time pass to Favor or any Runner, provided however that Merchant hereby authorizes Favor to act as its agent for the collection of funds and delivery of products in connection with any such transactions facilitated through the Favor Platform. "Consumable Hemp Products" or "CHPs" means any product processed or manufactured for consumption that contains hemp, including food, a drug, a device, and a cosmetic, as those terms are defined by Texas Health and Safety Code, § 431.002, but does not include (i) any consumable hemp product containing a hemp seed, or hemp seed-derived ingredient being used in a manner that has been generally recognized as safe (GRAS) by the FDA, or (ii) products that contain more than a 0.3% concentration of Delta-9 tetrahydrocannabinol (THC), which are prohibited.

6. **Mutual Indemnification and Limitation on Liability**.

- (i) Each party shall indemnify, defend, and hold the other party, its affiliates, and each of their directors, officers, shareholders, employees, independent contractors, and agents harmless from and against all third-party claims, suits and proceedings and all damages, fines, penalties, liabilities and other amounts awarded in final resolution thereof and the costs and expenses (including reasonable attorneys' fees) incurred by the indemnified party in connection with such claim, suit or proceeding to the extent arising from (A) the failure by

such party or any of its employees, agents or independent contractors (for clarity, Runners are solely the independent contractors of Favor) to comply with applicable law or regulatory requirements, (B) any personal injury, death or damage to property caused by such or its employees, agents or independent contractors or, in the case of Merchant, any product sold thereby, (C) such party's breach of any representations or warranties hereunder, or (D) any infringement by such party or any of its services, products, technologies, materials, trademarks, service marks or logos of the intellectual property or proprietary rights of any third party.

(ii) The indemnifying party's obligations under this Section 6(a) are conditioned upon the indemnified party providing the indemnifying party with prompt written notice to the claim (provided that the failure to provided such notice will not relieve the indemnifying party of its obligations unless such failure prejudices its ability to defend the claim), control of the defense (provided that the indemnified party may participate with counsel of its choosing at its own expense), and such assistance as the indemnifying party may reasonable request.

- NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY MERCHANT TO FAVOR IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION LOST PROFITS. THESE LIMITS AND EXCLUSIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND ARE INTENDED TO BE CUMULATIVE AND NOT PER INCIDENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE ABOVE LIMITATIONS SHALL NOT APPLY TO PAYMENT OBLIGATIONS FOR SERVICES PROVIDED HEREUNDER, BREACHES OF REPRESENTATIONS AND WARRANTIES HEREUNDER, OR CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS HEREUNDER.

7. **Insurance.** Unless otherwise mutually agreed in writing (which may include e-mail), during the term of this Agreement each party shall, at its sole cost and expense, maintain in full force and effect the following insurance coverage: (a) Commercial General Liability insurance in an amount of not less than one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) in the aggregate; and (b) Workers' Compensation insurance (covering employees, not independent contractors) with statutory limits for all applicable state regulations (or be a nonsubscriber under Texas law). Additionally, Favor agrees to maintain the following coverages: (x) automobile liability with minimum limits of at least one million dollars ($1,000,000) per occurrence combined single limit inclusive of owned, hired, and non-owned vehicles, and (y) Umbrella/Excess Liability with a limit not less than five million dollars ($5,000,000) per claim and in the aggregate. Notwithstanding anything to the contrary elsewhere, Merchant acknowledges and agrees that Favor may satisfy all of its insurance obligations hereunder through a system of self-insurance or self-retention amounts or policies maintained by Favor or its affiliates. Each party agrees to provide a Certificate of Insurance evidencing the above coverages to the other upon request. For clarity, Favor contractually requires each Runner to maintain automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a private passenger vehicle on the public roads within the

area in which the Runner operates, which coverage must also include any additional endorsements required by their insurance carrier to cover commercial activities and any no-fault coverage required by law.

8. **Governing Law and Arbitration**. This Agreement shall be governed by and construed under the laws of the State of Texas, without reference to conflict of law principles. Any dispute or claim arising out of or related to this Agreement, or the interpretation, making, performance, breach, validity or termination thereof, shall be finally settled by binding arbitration in Austin, Texas under the American Arbitration Association Commercial Arbitration Rules (together the "**AAA Rules**") by one neutral arbitrator appointed in accordance with the AAA Rules. The arbitrator shall apply Texas law to the merits of any dispute or claim, without reference to rules of conflict of law. The arbitrator shall have the power to decide all questions of arbitrability. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration requirement and without any abridgment of the powers of the arbitrator. MERCHANT AGREES TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS.

9. **Miscellaneous**. The relationship of the parties established hereby is that of independent contractors; neither party has authority to bind the other. This Agreement is the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior discussions between them. Any notice required or permitted hereby shall be deemed given three days after deposit with postal authorities if sent by registered mail, postage prepaid, addressed to the other party at the address shown on the first page of this Agreement or other address provided for such purpose. Merchant may not assign its rights and obligations hereunder without the written consent of Favor. Favor may assign this Agreement at its discretion. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of remaining provisions. Any purported assignment in violation of the foregoing will be void. Favor reserves the right to modify these Terms and Conditions at any time. Favor will provide Merchant with at least thirty (30) days' notice of any material changes via email or the Merchant Portal. Merchant's continued use of the Favor Service after the effective date of such changes shall constitute Merchant's acceptance of the modified Terms and Conditions.

10. **Merchant Integration**. With respect to any orders fulfilled any form of integration with Merchant, the following terms shall apply and supersede any conflicting language elsewhere (solely with respect to such specific transactions):

    - Locations: Please complete Exhibit A to list all Merchant locations which the parties intend to integrate.

    - Remittance: Favor will remit to Merchant the total retail price (including all sales tax and any other fees) for all of Merchant products and services sold through the Favor Service via integration less Favor's Fee and less any applicable Transaction Taxes on such Fee (as defined in Section 3). Such remittance by Favor to Merchant shall occur weekly (or other agreed-upon schedule) on a per location basis via ACH. Additionally, Merchant hereby authorizes Favor to invoice or charge the bank account or credit card on file for the monthly

amount for failover deliveries (defined as deliveries that encounter an error when transmitting through integration and are converted to traditional in-person orders that are paid for via credit card at the POS by a Runner) equal to the total amount of commissions due on each order plus any applicable Transaction Taxes (calculated as the order total less sales tax multiplied by applicable commission percentage, plus any applicable taxes) plus the amount of any joint marketing campaigns or promotions that Merchant has agreed to fund. Merchant may opt-out of failover by emailing their account representative.

- Reporting: Favor will provide a partner portal whereby a Merchant can view data regarding their transactions and remittances for all Merchant products and services sold through the Favor Service via integration.
- Integration Platforms. The parties acknowledge that some integrations may be facilitated by the use of a third party integration platform (such as Olo, Toast, or Stream), and in such cases (i) Merchant will be responsible for managing its locations, hours, and menus through such platform(s), and (ii) Merchant authorizes the sharing of such information with such platform(s) to facilitate delivery orders. Favor account representatives will provide Merchant with the contact information and instructional documentation relating to the platforms to ensure effective management thereof.