

GENERAL SUPPLEMENTAL TERMS

Catering King may amend the Supplemental Terms from time to time, as allowed by Applicable Law, upon giving a reasonable Notice Period and by Catering King posting such amended Supplemental Terms on this website or Catering King otherwise making such amended Supplemental Terms available to Merchant. However, the Notice Period will not apply where an amendment is required by law or relates to the expansion or introduction of new services or functionalities to the existing Catering King Services and/or Catering King Tools or any other change which is effectively favourable to Merchant and does not reduce the scope of its rights or increase its responsibilities. Merchant's continued access to or use of the Catering King Services and/or Catering King Tools after such amended Supplemental Terms become effective constitutes Merchant's consent to be bound by the amended Supplemental Terms. If Merchant objects to any amended Supplemental Term, Merchant may terminate this Agreement in accordance with clause IV of the Order Form.

1. Catering King Services. a. General. Catering King and/or its Affiliates will make the applicable Catering King Services available to Merchant including, but not limited to, on-demand lead generation, payment processing, marketing, operational and other support. Neither Catering King nor its Affiliates provide Merchant or its Customers with delivery services through directly employed personnel. The Catering King Services are solely for use by Merchant, subject to the terms of this Agreement.

— b. Appointment of Limited Payment Collection Agent. i. Merchant hereby appoints Catering King as Merchant's limited payment collection agent solely for the purpose of: (A) accepting payment of the Retail Price of Items (plus any applicable VAT and other fees collected on Merchant's behalf) sold by Merchant via the Catering King Website/App, via the payment processing functionality facilitated by the Catering King Tools, and (B) transferring to Merchant the Retail Price (plus VAT and any other fees collected on Merchant's behalf) less the retained Fees (including the Service Fee, Activation Fee, and/or Damage Fee, where applicable), the Delivery Fee for delivery services provided by a Marketplace Delivery Partner (where applicable), and any refunds given to the Customers on behalf of Merchant ("Item Revenue");

— ii. Merchant agrees that payment collected by Catering King on Merchant's behalf will be considered the same as payment made directly to Merchant.

— iii. Merchant further authorizes Catering King to collect gratuities (if any) that are paid on the Catering King Website/App voluntarily by Customers to Delivery Partners acting on behalf of Merchant. For Marketplace Delivery Partners, Merchant agrees that Catering King may remit the full value of such gratuities directly to Marketplace Delivery Partners on behalf of the Merchant. For Aggregator Delivery Partners, Catering King shall remit the full value of any gratuities to Merchant. It is the sole responsibility of Merchant to make sure that any applicable gratuities are properly transferred to Aggregator Delivery Partners.

— iv. If reasonable, Catering King may adjust the transfer of Item Revenue collected on Merchant's behalf for reasons including, but not limited to, failure to fulfil the provision of an Item as ordered. Merchant may dispute any such adjustments through the Catering King Tools within fourteen (14) calendar days of Merchant being notified of such adjustment. Catering King reserves the right to, and Merchant authorizes Catering King to, collect the amount of such adjustments via a deduction from the Item Revenue collected on Merchant's behalf, or by debiting Merchant's payment method on record, or otherwise seeking reimbursement from Merchant.

— v. In exceptional circumstances only (as determined by Catering King in its sole discretion, acting reasonably), Catering King reserves the right to temporarily or permanently cancel or suspend a payment to Merchant. The foregoing exceptional circumstances shall include, but not be limited to, any legal or regulatory risk or potential breach of Applicable Laws associated with the transfer of such payment to Merchant, the actual or expected initiation of insolvency or bankruptcy proceedings against Merchant and any failure by Merchant to provide the Required Documentation in accordance with clause 1(j) of these General Supplemental Terms.

— vi. Catering King may, from time to time, request information from Merchant to confirm Merchant's identity as may be necessary under any applicable compliance obligations before transferring any payments to Merchant and may refuse to process payments owed to Merchant in accordance with clause 1(b)(vi) of these General Supplemental Terms if there exists a legal or regulatory risk or potential breach of law or regulation associated with such transfer to Merchant.

— vii. Catering King may engage any of its Affiliates to perform the activity of limited payment collection agent. Such engagement may be subject to additional terms.

— c. Cash. Catering King and/or its Affiliates may allow Customers to pay for a given Item (and, if applicable, delivery services) provided by Merchant, and all associated fees and charges resulting from that transaction, in cash (a "Cash Order").

— d. Meal Vouchers. Catering King and/or its Affiliates may allow Customers to pay for a given Meal provided by Merchant and some or all associated fees and charges resulting from that transaction with a meal voucher (a "Meal Voucher Order"). In certain circumstances, Catering King will not act as limited payment collection agent for Meal Voucher Orders and Merchant will receive direct settlement of Item Revenue from a third party meal voucher issuer.

— e. Catering King Tools. Catering King may make available certain Catering King Tools to Merchant, and Merchant may access and use those Catering King Tools solely in connection with Merchant's use of the Catering King Services. The Catering King Tools, including all intellectual property rights therein, are and shall remain the property of Catering King, its Affiliates or their respective licensors. Neither this Agreement nor Merchant's use of the

Catering King or Catering King Data conveys or grants to Merchant any rights in or related to the Catering King Tools or Catering King Data, except for the limited licence granted above.

— f. Catering King App and Website. Merchant acknowledges and agrees that once it has accepted a request for an order of Items, the Catering King App and website may provide certain information about Merchant to the Customer, including Merchant's name and contact number. As between Merchant and Catering King, Catering King will retain sole and absolute control over the Catering King App and Website (and all elements of the user experience and user interface relating to the Catering King App and Website), including, without limitation, with respect to: i. the personalisation of the Catering King App and Website for Customers;

— ii. the prioritisation and display of options available to Customers;

— iii. the search functionality and results provided to Customers; and

— iv. adding, removing or otherwise modifying any feature or functionality made available through the Catering King App to optimize reliability or efficiency on the Catering King App and Website.

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— g. No Service Guarantee. Catering King and its Affiliates do not guarantee the availability or uptime of the Catering King Tools or Catering King App and Website. Merchant acknowledges and agrees that the Catering King Tools and Catering King App and website may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the Catering King Tools and Catering King App and Website may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and Catering King and its Affiliates are not responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.

— h. Disclaimer of Warranties. This clause applies only to the maximum extent permitted by Applicable Law, and does not (and is not intended to) override any rights that Merchant has pursuant to Applicable Law. Catering King and its Affiliates provide, and Merchant accepts, the Catering King Tools and Catering King App and website on an "as is" and "as available" basis. Catering King and its Affiliates do not represent, warrant or guarantee that its access to or use of the Catering King Tools or Catering King App and website: (i) will be uninterrupted or error free; or (ii) will result in any requests for orders of Items (and delivery, if applicable). Catering King and its Affiliates make no representations, warranties or guarantees as to the actions or inactions of Customers who may request or receive Items (and delivery services, if applicable), and Catering King and its Affiliates do not screen or otherwise evaluate Customers. By using the Catering King Tools, Merchant acknowledges and agrees that Merchant or a Delivery Partner may be introduced to a third party that may pose harm or risk to Merchant, Delivery Partners or other third parties. Merchant and their Aggregator Delivery Partners are advised to take reasonable precautions with respect to interactions with third parties encountered in

connection with the use of the Catering King Services and Catering King Tools. Catering King does not represent, warrant or guarantee the safety of any Items. Notwithstanding Catering King's appointment as limited payment collection agent of Merchant for the purpose of accepting payment from Customers on its behalf, Catering King and its Affiliates expressly disclaim all liability for any act or omission of Merchant, any Aggregator Delivery Partners, any Customer or other third party.

i. Complaints. In connection with the provision of Catering King Services to Merchant, Catering King, on behalf of Merchant, may respond to complaints by Customers about Items and/or delivery sold by Merchant via the Catering King App and Website.

— j. Suspension of Catering King Services. Catering King, at its sole discretion, reserves the right to temporarily or permanently suspend, in whole or in part, Merchant's access to the Catering King Services and Catering King if: i. Merchant fails to provide Required Documentation in a timely manner;

— ii. Merchant's account is in arrears;

— iii. A Brand Matter has occurred in accordance with clause V of the Order Form; or

— iv. Merchant is, or Catering King reasonably believe Merchant is, in breach of this Agreement.

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— a. Availability of Items. Merchant will make Items available for purchase through the Catering King App and Website during its normal business hours. i. Merchant will prepare, handle and store all Items in accordance with Applicable Laws, which shall include, without limitation, all laws, rules and regulations governing time or temperature controls required for food hygiene and safety.

— ii. Merchant will determine any Criteria that apply to Items and Merchant is responsible for ensuring that the Items meet the applicable Criteria as displayed to Customers in the Catering King App and Website. Catering King, at its sole discretion, reserves the right to remove from the Catering King App and website any Item for sale by Merchant deemed unsuitable for sale on the Catering King App and website.

— b. Item Inventory and Delivery Services. i. Merchant acknowledges and agrees that neither Catering King nor any Marketplace Delivery Partner takes title to any Item. Merchant remains responsible for the delivery of Items and shall maintain possession, control and care of the Items at all times in full compliance with Applicable Laws.

— ii. Merchant shall remain responsible for complying with all health and safety laws and regulations applicable in relation to all Items, up to and including the time of delivery of the Items to a Customer. Merchant agrees that, for purposes of delivery of Items, Delivery Partners

shall operate under cover of the Merchant's retail and health and safety licenses, registrations, authorizations and privileges and control.

— iii. Merchant is responsible for costs related to reimbursement to Customers in the event any such Customer(s) request a refund for Substandard Items or otherwise unsatisfactory Item(s) (including, without limitation, any costs associated with retrieving any such Substandard Items or otherwise unsatisfactory Item(s), if applicable). Catering King may deduct refunds from the Item Revenue transmitted to Merchant under this Agreement in accordance with Catering King's refund policy, as updated from time to time, provided always that Merchant has received notification of such refund policy.

— c. Documentation. Merchant will provide all documentation required by Catering King (including but not limited to business license, identification, tax identification, information regarding VAT status, banking documentation, and all Invoice Details) ("Required Documentation"). Merchant is solely responsible for providing Catering King with, and maintaining, accurate bank account information.

d. Restrictions. Merchant will not, and will not allow any third party to: (i) use the Catering King Services, the Catering King Tools, or any other transactional, operational, performance or other data or information that is related to the sale of the Items (and, if applicable, delivery) to Customers through the Catering King App and website to compete with Catering King, its Affiliates or the Catering King Services; (ii) reverse engineer or attempt to discover any source code or underlying ideas or algorithms used to provide the Catering King Services or Catering King (except to the extent that Applicable Law prohibits reverse engineering restrictions); or (iii) provide, lease, lend, disclose, or otherwise use or allow others to use, in each case, for the direct benefit of any third party, the Catering King Services or Catering King Tools (except as otherwise authorized by Catering King).

e. Tax. Merchant is responsible for ensuring the accuracy of its own tax filings.

— a. Fees and Taxes. i. Fees. In consideration for the use of the Catering King Services, Catering King will charge Merchant a "Service Fee" for each specific Method as specifically set forth in the Order Form (together with the Activation Fee, the Damage Fee, and any other applicable fees charged by Catering King to Merchant, the "Fees").

— ii. Payment Terms. All Fees under this Agreement will be paid in Canadian Dollars. Catering King will deduct any Fees from the payment Catering King collects from Customer on Merchant's behalf, as detailed below.

— iii. Costs and Expenses. Except as may be expressly set forth in this Agreement, each party will be responsible for its expenses and costs in connection with this Agreement.

— iv. Taxes on Fees. 1. All Fees payable pursuant to this Agreement shall be deemed to be exclusive of Value Added Tax (VAT). The term "VAT" includes any VAT, GST and/or similar sales taxes.

— 2. If VAT is chargeable on any Fees, the Merchant shall pay to Catering King an amount equal to the amount of the VAT in addition to and at the same time as payment of the Fees.

— 3. Fees shall be paid free and clear of and without deduction for or on account of withholding tax (if applicable). If Merchant is required to make such a deduction or withhold such tax, the sum payable by Merchant shall be increased to the extent necessary to ensure that Catering King receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made.

— b. Retail Price of Items and Taxes. i. Merchant is the "retailer" or "seller" of all Items (including delivery services related to such Items, if applicable). Merchant is responsible for determining and setting the original listed price, prior to any discounts or promotions, for each Item to be made available for sale via the Catering King App (the "Retail Price").

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3. Ratings. Merchant acknowledges and agrees that, after receiving Item(s), a Customer may be prompted by the Catering King Eats App to provide a rating of such Item(s) (and, if applicable, delivery) and, at such Customer's option, to provide comments or feedback related to the Customer's experience with Merchant, the relevant Item(s) on the Catering King App, and either the delivery services (provided by either a Marketplace Delivery Partner or Aggregator Delivery Partner) or the Non-Delivery Method experience ("Customer Feedback"). Catering King reserves the right to use, share, and display Customer Feedback in any manner in connection with the business of Catering King without attribution to or approval of Merchant. Catering King reserves the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other Personal Data, violate any privacy laws and regulations or other Applicable Laws, or violate Catering King's content policies.

4. Reporting. Catering King will provide Merchant with information regarding the number of Items sold by Merchant to its Customers. Catering King will also provide information to Merchant regarding any refunds given to its Customers by Catering King on Merchant's behalf, including the date of the transaction, the Item(s) refunded, the reason for the refund and any other information Catering King is permitted to provide under applicable privacy laws and regulations.

5. Fees, Retail Price of Items and Taxes.

— Merchant is responsible of informing Catering King of the appropriate VAT amount for Catering King to charge Customers on Merchant's behalf for Items available on the Catering King app or website. To the extent that applicable VAT rate is not determined by Merchant, Merchant expressly authorizes Catering King to make such determination on its behalf and Merchant hereby acknowledges and agrees that Catering King will have no liability for the accuracy of any such determination. Merchant expressly authorizes Catering King, at Merchant's direction, to collect such VAT on Merchant's behalf.

— ii. Merchant is solely responsible for the remittance of all applicable VAT, sellers use, transaction privilege, privilege, general excise, gross receipts, meals tax and similar transaction taxes in connection with the sale of Items.

— a. Method Settings. The proper Method for each order will be reflected in Merchant's order dashboard available via the Catering King Tools.

— b. Delivery Radius Modification. Catering King, at its discretion, reserves the right to modify Merchant's delivery radius for reasons including, without limitation, to prevent or otherwise limited unfulfilled orders.

— c. Temporary Usage Restriction. Catering King, at its discretion, reserves the right to restrict or otherwise limit Merchant's access to the Catering King App and website for a period of time for reasons including, without limitation, to prevent or otherwise limited unfulfilled orders.

— d. Transfer Restrictions. The following restricted items may not be transferred via the Catering King App or website: people or animals of any size, illegal items, fragile items, dangerous items (like weapons, explosives, flammables, etc.), stolen goods, or any items that Merchant does not have permission to transfer.

6. Invoices. For each order completed using the Catering King App or website, Catering King may issue an invoice and/or receipt for Items and (if applicable) delivery services to Customers on Merchant's behalf provided that Merchant has completed the required Invoice Details. Merchant may dispute invoices and/or receipts issued by Catering King on Merchant's behalf within a period not exceeding three (3) days from the issuance date of the invoice and/or receipt. Failing this, Merchant is deemed to have validated said invoice and/or receipt.