

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made effective on ___ day of ____, [REDACTED] ("Effective Date"), between [REDACTED] ("Company"), with principal place of business at [REDACTED], and _____ [*name of the Restaurant*] ("Restaurant"), a local restaurant, with principal place of business at _____ [*address*]. The Company and Restaurant are collectively referred to as the "Parties."

Recitals

WHEREAS, the Company is engaged in the business of online restaurant ordering services whereby, the general public may order food items from a variety of restaurants for pickup or delivery;

WHEREAS, the Restaurant desires to enroll with the Company and to engage Company as a meal delivery service provider for the Restaurant; and

WHEREAS, Company desires to include the Restaurant in the online restaurant ordering services and to offer for sale food and non-alcoholic beverage items (collectively, the "Food") from the menu as modified from time to time.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual agreements herein contained, and for other good and valuable consideration, adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Term

This Agreement shall be binding for a period of _____ (*Specify Number of Months/Years*) from the effective date.

2. Services to be Performed by Company

Company will receive and record food orders from customers Twenty-four (24) hours a day and seven (7) days per week through their web based ordering system. Pickup and Delivery orders will be available during regular business hours of the Restaurant.

3. Services to be Performed by Restaurant

a. Upon receipt of an order from a customer for Food from the Menu, Company shall promptly transmit such order via facsimile or Electronic Mail to the Restaurant. The order shall include the address of the place where ordered Food is to be delivered. The Restaurant shall accept orders for Food from Company and prepare Food in accordance with such order. The Food shall be packed by the Restaurant in containers typically used by the Restaurant for take-out orders and delivered to the Customer at a time set forth by Company in such facsimile or electronic transmission.

b. Whenever a delivery order comes in, the applicable Restaurant shall send some marketing material with the order.

4. Pricing

a. The Company offers three packages for its Services. The pricing will depend upon the package that the Restaurant chooses.

[Please select one among the Packages given below:]

i. Package 1: The Company will charge \$ [redacted] /month, irrespective of the number of orders placed, when Restaurant contracts with the Company for a mandatory period of ___ months [*Specify Mandatory contract period*]. On purchasing this package, Restaurant avails three months free services from the Company. This package will also include promotions for the Restaurant.

ii. Package 2: The Company will charge ___% [Percentage] of the order placed. Percentage charged will depend upon the Restaurant and the region under which the order is placed. The package also includes promotions for the Restaurant.

iii. Package 3: The Company will mark up the menu prices by ___% [Percentage] for each restaurant and add 50cents to delivery fee. This package does not include promotions for the Restaurant.

b. Option to Switch to Package 1: Restaurants on Package 2 or Package 3 shall have the option to switch from its present package to Package 1. However, Restaurants shall not have an option to switch from Package 1 to another package during the contract period.

c. Credit Card Transaction Fee: In addition to package pricing, the Restaurant will have to pay any credit card transaction charges/fees that the Company may incur.

5. Statement and Payments

a. On a weekly basis Company shall deliver to _____ [*Name and address of the person to whom the statement and payments must be sent*], a statement of all sales made by the Restaurant within the online restaurant ordering services during the preceding weekly period (the "Reporting Period Monday through Sunday") together with a check for ___% [Percentage] of all Food sales. Further, as the food is to be treated as 'taxable', Company shall pay Restaurant the taxable amount for the orders. This allows the Restaurant to pay sales taxes.

b. All payments and statements shall be treated as due and payable within ___ [*Specify Number of Days*] business days after the end of each Reporting Period. If, within _____ [*Specify Number of Days*] business days after due, Company fails to make payment of all sums, at the option of the Restaurant, the Company shall pay an interest on the amounts due to the Restaurant at the rate of ___% [*Specify Percentage of Interest*] per month or the maximum legally

permissible amount. In the event any check for payment is returned, Company agrees to pay a \$____ [*Specify Amount*] fee for each returned check.

6. Modification of Menu

Any changes to the Menu or the prices of the Food on the Menu shall not be binding on Company until ____ [*Specify Number of Days*] days after receipt of such Menu or price changes from the Restaurant to Company. Company is expressly prohibited from modifying, revising or otherwise amending the Menu without prior written consent from the Restaurant.

7. Advertising Space

The Company will charge _____\$ for advertising space. The display of advertisements will be on a random basis and will depend on the region of the user.

8. Valid License and Liability Insurance

a. Restaurant agrees that it shall require each of its delivery persons to hold a valid driver's license and to carry automobile property damage and public liability insurance in amounts not less than those required under the laws of the state in which each Restaurant is located. Furthermore, Restaurant agrees that at all times during this Agreement, none of its delivery persons shall have (i) no more than two moving violations in a thirty-six (36) month period and only one at fault accident, and (ii) no major traffic citations or incidents. For the purpose of this Agreement, "major traffic citations or incidents" are as follows: driving under the influence, driving while impaired, driving in possession of alcohol or drugs, refusal to submit to a blood, urine or breath test, driving with a suspended or revoked license, a felony in which a vehicle is used (i.e. vehicular manslaughter, vehicular homicide, vehicular assault, hit and run, eluding a peace officer), reckless driving, careless driving, and driving over 100 miles per hour, in a speed contest and/or racing.

b. If Restaurant considers delivery persons as their employees(as distinguished from independent contractors), then Restaurant shall carry commercial general liability, automobile liability, umbrella liability and worker's compensation coverage. Upon request from the Company, Restaurant shall provide a certificate of insurance reflecting such coverage.

9. Independent Contractor

The relationship of Company to the Restaurant shall be that of an independent contractor and is solely for the purposes and to the extent set forth in this Agreement. Company is not a partner, a joint venture, nor a member of a joint enterprise with the Restaurant. Company shall have no authority, expressed or implied, to act as an agent of the Restaurant.

10. Indemnification

Company agrees to indemnify and hold the Restaurant harmless from and against all losses, damages, liabilities, and claims arising or resulting from the use by the public of the Company's

services, any injury to person or damage to property caused by the negligence or misconduct of Company, its employees, agents, or independent contractors, arising or resulting from the handling the Food orders. Restaurant agrees to indemnify and hold harmless Company against any losses, claims, damages, liabilities or expenses (including the reasonable cost of investigating and defending any claims therefore and counsel fees incurred in connection therewith), joint or several, suffered or incurred by Company by reason of any injury to person or damage to property caused by the negligence or misconduct of the Restaurant arising or resulting from the preparation or delivery of the Food by the Restaurant.

11. Duties And Obligations

a. Company shall be responsible for handling and responding to any and all customer requests and complaints. Company shall further be responsible for making restitution to customers for any errors in orders, problems in food preparation, incorrect orders arising from Company's failure to properly transmit an order, or problems in the delivery of a customer order. The Restaurant shall reimburse Company for all restitution paid to customers, provided that such restitution was reasonably necessary due to the negligence of the Restaurant in the preparation or delivery of a customer order. At the Restaurant's request, Company shall provide a summary of any such matters. If the order is for pickup, at the Company's request, the Restaurant shall provide a summary of any such matters.

b. During the term of this Agreement, Company shall advertise and promote its Services by distributing and delivering pickup menu on the website which includes the Menu, as well as menus of other participating restaurants. During the term of this Agreement, in any literature or documentation distributed by Company to prospective customers Company shall only use the Restaurant trademarks and the Menu. Company further agrees that no literature containing any of the Restaurant trademark or any Menu will be distributed by Company until such literature has been submitted to the Restaurant for review and approval, which approval must be in writing and may be granted or withheld at the sole and absolute discretion of the Restaurant. Furthermore, all advertising and promotional material containing any of the Restaurant trademarks or Menu shall disclose the fact that Company is not a partner or joint venture of the Restaurant.

c. As this Agreement relates to the posting of a website that advertises business and lists the restaurant(s) as a food provider on such website the Company agrees to the following guidelines: (i) to distinguish the restaurant's trademark within text, using all CAPITALS, italics, or color; (ii) to avoid distorting the trademark; (iii) to not alter the graphic design or the color; and (iv) to always use the proper registration symbol ®. The permission granted herein is limited solely for use by Company in connection with services provided pursuant to this Agreement. The Restaurant may at any time in its sole discretion revoke this authorization.

12. Rights of the Company

The Company reserves the right to sell its contracts with the restaurants to other service providers. In the event the Company decides to transfer its website to another provider, the current contracts will also be transferred. Upon such transfer, the contracts shall continue to be

valid and enforceable between the new service provider and Restaurant unless otherwise provided in a subsequent Contract or Agreement.

The Company shall have the right to post removable marketing materials on all the Restaurant tables. The Restaurants shall be obliged to supply the marketing material along with the order every time they deliver any order received either from the Company or from any other provider. The marketing materials referred to in this clause and clause 3 shall be provided by the Company.

13. Term & Termination

This Agreement shall be effective from the Effective Date and shall continue to be in full force and effect unless terminated (a) by mutual consent of both parties; or (b) upon the insolvency, cessation of business operations, or bankruptcy of either party. However, the minimum contract period for Package 1 contracts shall be ___ months, as mentioned in clause 4(i) above. The Restaurant shall terminate the contract only after the completion of the above minimum contract period. If the Restaurant wishes to terminate the Package 1 contract before the expiry of the minimum contract period of ___ months, the Restaurant will have to pay a contract termination fee of \$█.

Notwithstanding anything in this clause to the contrary, this Agreement may be terminated upon ___ [Specify Number of Days] days' written notice by either party to the other, with cause having been shown.

14. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.

15. Notice

Each party agrees to provide to the other party written notice in the event of a change of address or change in ownership. All notices given pursuant to this Agreement shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to their respective address.

16. Time is of the Essence

Time is of the essence with respect to each provision of this Agreement. Failure on the part of any party hereto to complain of any act or failure to act, of the other party, or to declare the other party in default hereunder, regardless of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

17. Attorney's Fees

If any legal action is necessary or if a lawyer is retained to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees in addition to any other relief to which that Party may be entitled.

18. Amendments

This Agreement may be amended by the Parties only by a written agreement.

19. Prior Agreements Superseded

This Agreement shall supersede and replace any and all prior agreements entered into or otherwise agreed to between the parties.

20. Applicable Law

This Agreement shall be governed by the laws of [REDACTED].

IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth above.

Company

[REDACTED]

[Signature]

Restaurant

[Typed Name of Restaurant]

[Signature]