



# DaBaoNow SG

## Merchant Terms and Conditions

## **DaBaoNow SG Merchant Terms and Conditions**

BY ACCEPTING THIS AGREEMENT, THROUGH (1) EXECUTING OR SIGNING AN ORDER FORM OR ADDENDUM THAT REFERENCES THESE TERMS, OR (2) CLICKING A BOX INDICATING ACCEPTANCE, THE MERCHANT AGREES TO THE TERMS OF THIS AGREEMENT.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERM “MERCHANT” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

SECTION 17 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT THE PARTIES HAVE AGAINST EACH OTHER ARE RESOLVED. INCLUDING WITHOUT LIMITATION A MANDATORY ARBITRATION PROVISION.

## **GENERAL.**

These DaBaoNow SG Merchant Terms and Conditions ("Terms") are hereby accepted and agreed to by the company identified within the DaBaoNow SG sign-up process ("Merchant or “You”"), and constitute a legally binding agreement by and between Merchant and Euforia Singapore (“DaBaoNow SG” or “Company” which is a wholly owned subsidiary of Euforia Singapore).

Upon acceptance of these Terms, Merchant may request access to the Marketplace, Non-Delivery, or Merchant Managed Delivery Sales Channels (each a “Sales Channel” as described in more detail herein) and/or product services such as Promotions Tools. Such request shall indicate Merchant’s acceptance of any applicable Sales Channel terms (each a “Sales Channel Addendum”) and/or terms for additional product services (a “Product Addendum”). These Terms may be subject to and/or

incorporate the DaBaoNow SG Order Form (“Order Form”), and/or applicable Product or Sales Channel Addenda (these Terms and any such Order Form or any such Addendum collectively, the “Agreement”) or Terms of Use.

Merchant’s access to and use of the DaBaoNow SG Services and Tools (as defined below) is subject to the Agreement and may be modified or updated by Euforia Singapore/DaBaoNow SG from time to time, effective upon posting an updated version of these Terms and/or an applicable Product or Sales Channel Addendum on the DaBaoNow SG website. Merchant is responsible for updating contact information and regularly reviewing the Terms and any applicable Product or Sales Channel Addendum for updates and information from Euforia Singapore/DaBaoNow SG. Continued use of DaBaoNow SG after any such modifications or updates shall constitute Merchant’s consent to such changes. Capitalised terms used but not otherwise defined in the Terms shall have the respective meanings ascribed to such terms in the applicable Order Form, Product or Sales Channel Addendum.

## 2. SERVICES.

### 2.1 Items and Services.

Euforia Singapore and its affiliates make available certain proprietary technology services that facilitate the marketing, sale and fulfilment of orders for Restaurant Items (as defined below) and other products (collectively, “Items”) from Merchant to Customers (as defined below), including on-demand lead generation, payment processing, marketing, advertising and promotional services, proprietary information services, onboarding, operational and other support services (“DaBaoNow SG”).

“Restaurant Items” are defined as foods and beverages that are typically sold by restaurants in a form intended for immediate consumption on-premises, for take-out, and/or delivery. Merchant may be required to sell non-Restaurant Items via a unique electronic storefront (“Additional Items Storefront”). Euforia Singapore shall retain sole discretion whether an Item constitutes a non-Restaurant Item and whether Merchant is required to sell such Items via an Additional Items Storefront.

If Merchant is eligible to offer the sale and fulfilment of alcoholic beverages through specified Sales Channels in Singapore (“Alcohol Items”), Merchant’s sale of Alcohol Items via DaBaoNow SG shall be subject to the Terms of Use for Alcohol Sales (“Alcohol Terms”) in Singapore as well as any Sales Channel Specific Terms.

The definition of Items shall include Alcohol Items as applicable and referenced within the Agreement. If any conflict between these Terms and the Country’s Alcohol Terms, the Alcohol Terms shall govern with respect to Alcoholic Items and these Terms shall govern with respect to Items.

## 2.2 Merchant Technology.

In connection with DaBaoNow SG, Euforia Singapore and its affiliates may also make available to Merchant a website, mobile application or other technology interface for Merchant to access and use DaBaoNow SG (collectively, the “DaBaoNow SG Tools”), which may include Euforia Singapore’s and its affiliates’ proprietary technology platform referred to as Restaurant Manager, through which insights and analytics regarding Merchant’s performance and history using DaBaoNow SG are provided, and Euforia Singapore and its affiliates’ proprietary technology platform referred to as Restaurant Dashboard, through which Merchant may, among other things, receive, accept and fulfil requests for Items from Customers.

## 2.3 DaBaoNow SG Website / App.

Euforia Singapore and its affiliates may also make available to Customers its proprietary technology that enables Customers to purchase Items from Merchant and request delivery services for said Items from Delivery People (as defined below), who retrieve such Items from Merchant and deliver such Items to such Customers (“DaBaoNow SG”). Delivery People are independent contractors, and as such, they reserve the right to refuse to accept any Item in their sole discretion.

## 2.4 Sales Channels.

Merchant may request access to sell and deliver Items via various services provided by Euforia Singapore: Marketplace, Non-Delivery, and Merchant Managed Delivery (each, a “Sales Channel” described in more detail below). By electing to use a Sales Channel, Merchant agrees to accept any relevant Sales Channel Addenda as follows:

- i) MARKETPLACE: Merchant may sell Items through the “Marketplace Sales Channel,” whereby Merchant’s Items are presented in the DaBaoNow SG Website / App to Customers who access and request on-demand delivery services provided by Delivery People as defined herein.
- ii) NON-DELIVERY: Merchant may sell Items through the “Non-Delivery Sales Channel,” whereby Merchant’s Items are presented on the DaBaoNow SG Website / App to Customers for pick-up at Merchant’s Location (i.e., without the use of a Delivery Person). For the avoidance of doubt, the provisions relating to Delivery People in the Terms will not apply to the sale of Items through this Non-Delivery Sales Channel.
- iii) MERCHANT MANAGED DELIVERY: Merchant may sell Items through the “Merchant Managed Delivery Channel,” whereby Merchant’s Items are presented on the DaBaoNow SG Website / App to Customers who access and request on-demand delivery services provided by Merchant Managed Delivery Staff (i.e., employees, contractors, workers or agents of Merchant who provide delivery services on Merchant’s behalf, arranged independently of Euforia Singapore). Additional Merchant Managed Delivery Sales Channel Addendum terms are listed at the end of this agreement.

## 2.5 Product Services.

- i) VIRTUAL STOREFRONT: Euforia Singapore may provide Merchant with a separate and additional electronic storefront within the DaBaoNow SG Website / App (“Virtual Storefront”) through which Merchant may sell Special Items (as defined in the VS Product Addendum) to Customers. Additional VS Product Addendum are listed on the Virtual Storefront Product Addendum Terms the end of this agreement.

### 3. Euforia Singapore OBLIGATIONS.

#### 3.1 DaBaoNow SG.

Subject to the terms and conditions of this Agreement, Euforia Singapore and its affiliates will make available the DaBaoNow SG Website / App to Merchant, solely for use by Merchant at locations that are owned and operated by Merchant (each, a “Location”). Merchant shall provide Euforia Singapore current and accurate Location information throughout the Term of this Agreement. In connection with the provision of DaBaoNow SG to Merchant, Euforia Singapore and its affiliates, on behalf of Merchant, may respond to complaints by Merchant’s customers (“Customers”) about Items sold by Merchant via the DaBaoNow SG Website / App.

In addition, Euforia Singapore may make available certain Tools to Merchant, and Merchant may access and use those DaBaoNow SG Tools solely in connection with Merchant’s use of DaBaoNow SG. For the avoidance of doubt, as between Merchant and Euforia Singapore, Euforia Singapore will retain sole and absolute control over the DaBaoNow SG Website / App (and all elements of the user experience and user interface relating to the DaBaoNow SG Website / App), including with respect to: (i) the personalisation of the DaBaoNow SG Website / App for Customers; (ii) the prioritisation and display of options available to Customers; (iii) the search functionality and results provided to Customers; (iv) the order fees charged to Customers for the delivery services provided by Delivery People; and (v) adding, removing or otherwise modifying any feature or functionality made available through the DaBaoNow SG Website / App to optimise reliability or efficiency on the DaBaoNow SG Website / App.

#### 3.2 Technology, Not Delivery, Services.

Merchant agrees neither Euforia Singapore nor its affiliates provide any delivery services. Rather, Euforia Singapore provides technology services that both (i) enable Merchant to connect with Customers who may purchase Items from Merchant and (ii) enable Delivery People to seek, receive and fulfil on-demand requests for delivery services by or on behalf of Customers seeking delivery services. Delivery People perform their delivery services for (and are paid by) the Customers or Vendors, and not

Merchant. “Delivery Person” is defined as an independent contractor that intends to seek, receive and fulfil on-demand requests for delivery services using Euforia Singapore’s proprietary technology under license from Euforia Singapore or its affiliates.

## 4. MERCHANT OBLIGATIONS.

### 4.1 Availability of Items.

Merchant will make Items available for purchase through the DaBaoNow SG Website / App (“Available Items”) during its normal business hours and ensure the Available Items menu is accurate. Merchant will prepare, handle, store, label and package all Items in accordance with the applicable laws and regulations, including without limitation all laws, rules and regulations governing time or temperature controls required for food safety (“Food Safety Standards”) and, if applicable, all applicable laws, rules, and regulations for the handling and labelling of Alcohol Items (“Alcohol Safety Standards”). Merchant will determine any quality, portion, size, ingredient or other criteria that apply to Items (“Criteria”) and Merchant is responsible for ensuring that all Items meet the applicable criteria. If Merchant fails to prepare or supply Items in accordance with Food or Alcohol Safety Standards or if any Item fails to meet the Criteria (each, a “Substandard Item”), Euforia Singapore may, in its sole discretion, remove such Item from the DaBaoNow SG Website / App. Items that contain (or may contain) an endangered species may not be made available for purchase through, and will be removed from, the DaBaoNow SG Website / App. Merchant represents and warrants that all nutritional information for Items, including calorie count or allergen information, that is made available through the DaBaoNow SG Website / App is, and at all times will remain, accurate. In addition, Merchant will ensure that the contents of its menu includes each Items Criteria (including any notifications about ingredients, nutritional information, allergen information, alcoholic content (if applicable), etc.) are accurate and comply with all applicable laws and regulations.

### 4.2 Item Responsibility.

Merchant acknowledges and agrees that neither Euforia Singapore nor the Delivery Person takes title to any Item at any time. Notwithstanding,

Merchant shall be responsible for any reimbursement costs related to Customer refunds for Substandard Items or other related issues within Merchant's control (including any costs associated with retrieving any such Substandard Items or otherwise unsatisfactory Item(s), if applicable), including by way of example, missing or incomplete Items, Items not cooked thoroughly, and Items not prepared in accordance with Merchant's internal standards. Euforia Singapore may, in its sole discretion, deduct reimbursement costs from the payment Euforia Singapore remits to Merchant in accordance with this Section 4. To the extent required by applicable law, and only for the purpose of the expedited provision of Items, Items are sold to Customers under Merchant's retail and food delivery license privileges.

### 4.3 Devices.

If Euforia Singapore supplies a tablet or other mobile device ("Device") to Merchant to use in connection with the availability of Items via the DaBaoNow SG Website / App, Merchant agrees that: (i) Device(s) may only be used for the purpose of accepting orders via the DaBaoNow SG Website / App, and (ii) Device(s) may not be transferred, loaned, sold or otherwise provided in any manner to any third party. Devices(s) will at all times remain the property of Euforia Singapore and/or its affiliates, and upon expiration or termination of the Agreement, or the extended absence of all of Merchant's location(s) from the DaBaoNow SG Website / App for longer than forty-five (45) days, Merchant will return all applicable Device(s) to Euforia Singapore within ten (10) days. If Merchant receives a wireless data plan for the Device, Euforia Singapore may require a weekly reimbursement Merchant for the costs associated with the wireless data plan of each applicable Device. Merchant agrees that the loss or theft of a Device, the failure to timely return a Device, or any damage to a Device outside of normal wear and tear, may result in a fee ("Damage Fee"). Merchant agrees that Euforia Singapore may deduct the reimbursement or Damage Fee from the Item Revenue prior to remittance of such Item Revenue to Merchant.

### 4.4 Use Restrictions.

In connection with the access to and use of DaBaoNow SG Tools, Merchant will not (and will not allow any third party to): (i) reverse



engineer or attempt to discover any source code or underlying ideas or algorithms used to provide DaBaoNow SG (except to the extent applicable law prohibits reverse engineering restrictions); (ii) provide, lease, lend, disclose, or otherwise use or allow others to use, in each case, for the direct benefit of any third party, the DaBaoNow SG Tools (except as otherwise authorised by Euforia Singapore); or (iii) possess or use, or allow the transfer, transmission, export, or re-export of any software or portion thereof in violation of any export control laws or regulations administered by the Singapore Government or any other government agency. Merchant will not (and will not allow any third party to) use DaBaoNow SG or any other transactional, operational, performance or other data or information that is related to the sale of Items to Customers through the DaBaoNow SG Website / App to directly or indirectly compete with Euforia Singapore or its affiliates or DaBaoNow SG.

## 4.5 Item Restrictions.

The following restricted Items may not be featured or sold via the DaBaoNow SG Website / App: people or animals of any size, illegal items, fragile items, dangerous items (like weapons, explosives, flammables, etc.), stolen goods, items containing endangered species or any items that Merchant does not have permission to offer. Euforia Singapore may remove from—or otherwise limit your ability to post to—a Merchant's DaBaoNow SG menu any Items Euforia Singapore deems prohibited or inappropriate. For clarity, alcohol is only permitted on the DaBaoNow SG Website / App if Merchant has agreed to Euforia Singapore's separate Alcohol Order Form to sell through specific Sales Channels.

Euforia Singapore may restrict the sale of Items via the DaBaoNow SG Website / App based on physical attributes of such Items (e.g., weight (per Item or in aggregate), height, shape, or appropriateness for delivery).

## 4.6 Gratuities.

For the sale of Items via the Non-Delivery and Merchant Managed Delivery Sales Channels, unless otherwise selected by Merchant, Merchant agrees to allow Customers to provide gratuities through the DaBaoNow SG Website / App. Euforia Singapore shall remit to Merchant the full value of any gratuities provided by Customers. It is the sole responsibility of the Merchant to comply with all applicable laws

(including tax, gratuity, and employment laws where applicable) regarding the distribution of any gratuities.

## 5. FEES AND TAXES.

### 5.1 Fees; Calculation.

For each Item sold by Merchant via the DaBaoNow SG Website / App, Merchant will pay Euforia Singapore as follows: the Retail Price (as defined below) of all Items that Merchant sells via the DaBaoNow SG Website / App (excluding any Sales Tax collected on Merchant's behalf) multiplied by the applicable fee percentage for the Sales Channel used to sell each such Item ("Fee").

The Fee does not include any applicable taxes. Euforia Singapore will remit to Merchant the total Retail Price collected for all Items Merchant sells via the DaBaoNow SG Website / App (including any Sales Taxes collected on its behalf) less: (a) the applicable retained Fee; and (b) any refunds given to Customers (such final remitted amount being "Item Revenue").

All Item Revenue that is duly owed to Merchant will be remitted within seven (7) business days of the sale of the Item. Subject to the foregoing, Euforia Singapore may typically make such payment on a daily basis. Unless otherwise agreed to by the parties or modified by requirement of applicable laws or regulations, the Fee shall be calculated as follows:

- i) MARKETPLACE SALES CHANNEL: Euforia Singapore will charge Merchant an agreed fee percentage for each Item sold via the DaBaoNow SG Website / App through the Marketplace Sales Channel;
- ii) NON-DELIVERY SALES CHANNEL: Euforia Singapore will charge Merchant an agreed fee percentage for each Item sold via the DaBaoNow SG Website / App through the Non-Delivery Sales Channel;

Notwithstanding Section 5.1.ii, beginning from the signing of this agreement until further notice, Euforia Singapore will charge a 0% fee percentage for all Items sold via the DaBaoNow SG Website / App via the Marketplace Sales Channel and Non-Delivery Sales Channel.

Euforia Singapore will provide at least seven (7) days notice to Merchant in the event the Marketplace Sales Channel and Non-Delivery Sales Channel fees percentage is increased.

iii) MERCHANT MANAGED DELIVERY SALES CHANNEL: Euforia Singapore will charge Merchant a fee percentage of 0% for each Item sold via the DaBaoNow SG Website / App through the Merchant Managed Delivery Sales Channel. Further, Euforia Singapore will charge Merchant a Fee of 0% for each Item sold via the DaBaoNow SG Website / App through the Marketplace Sales Channel.

If required by applicable law or regulation, Euforia Singapore may adjust this Fee. Such adjustment may also apply only to certain Items such as Alcohol Items. All Fees under this Agreement will be paid in Singapore Dollars.

Euforia Singapore or its affiliates will deduct the Fee from the payment Euforia Singapore collects on Merchant's behalf, as detailed in Section 5.3 below. Euforia Singapore reserves the right to suspend Merchant's ability to make Items available for purchase by Customers through the DaBaoNow SG Website / App if Merchant's account is in arrears.

If you are paid for an Item, you are responsible for the Fee even if a Delivery Person is unable to complete the delivery of such Item. Except as may be expressly agreed in this Agreement, each party will be responsible for its expenses and costs during its performance under this Agreement.

## 5.2 Activation Fee.

Unless otherwise agreed to by the Parties, in consideration of Euforia Singapore's work to activate Merchant on the DaBaoNow SG Website / App, Merchant will pay to Euforia Singapore a Fee of S\$0 ("Activation Fee"). Merchant agrees that Euforia Singapore may deduct the Activation Fee from Merchant's Item Revenue. If required by applicable law or regulation, Euforia Singapore may adjust this Activation Fee.

## 5.3 Retail Prices; Taxes.

DaBaoNow SG connect you with Customers who wish to purchase your Items. You are the “merchant”, “retailer”, or “seller” of all Items to be made available for sale via the DaBaoNow SG Website / App. As such, you are responsible for determining and setting the retail price for each Item (the “Retail Price”), and you are ultimately responsible for the collection and remittance of all applicable Sales Taxes, where required under applicable law. The term “Sales Tax” includes any sales, sellers use, transaction privilege, privilege, general excise, gross receipts, and similar transaction taxes, as well as any bottle, bag, plastic, or other similar fees. For the sake of clarity, the Retail Price for each Item excludes separately stated Sales Taxes.

Merchant hereby authorises Euforia Singapore to collect applicable Sales Taxes on Merchant's behalf based on information provided by Merchant through the DaBaoNow SG Tools. The DaBaoNow SG Tools’ functionality may be based on interpretations of Singapore laws and regulations and information provided by taxing authorities. Merchant’s use of the DaBaoNow SG Tools, including any communications with Euforia Singapore, in no way constitutes the provision of legal or tax advice. Merchant shall promptly notify Euforia Singapore if it believes any charges (or lack of charges) for Sales Taxes were erroneous or inaccurate. If Sales Taxes charged by Merchant are not in accordance with (or in violation of) any law or regulation, Euforia Singapore expressly reserves the right to, upon prior notice to Merchant, remove affected Items from Merchant’s menu on the DaBaoNow SG Website / App and/or deactivate Merchant from the DaBaoNow SG Website / App.

## 5.4 Pricing

Notwithstanding anything to the contrary in this Section 5, Merchant may not make any Item available to Customers through the DaBaoNow SG Website / App at a price that is higher than the price that Merchant charges in-store for similar Items. Merchant agrees that you will not make an Item available under this Agreement at a price higher than the amount Merchant is charging for similar Items through any comparable platform for food delivery services.

## 5.5 Appointment of Limited Payment Collection Agent.

Merchant is solely responsible for providing Euforia Singapore with, and maintaining, accurate bank account information. Merchant hereby appoints Euforia Singapore and its affiliates, as the case may be, as Merchant's limited payment collection agent solely for the purpose of: (i) accepting payment of the Retail Price of Items sold by Merchant via the DaBaoNow SG Website / App plus any applicable Sales Tax collected on Merchant's behalf, via the payment processing functionality facilitated by the DaBaoNow SG Tools, and (ii) remitting the Retail Price plus Sales Tax collected on Merchant's behalf less the retained Fee and, if applicable, any refunds given to Customers on behalf of Merchant ("Item Revenue").

Further, Merchant agrees that payment collected on its behalf by Euforia Singapore or its affiliates will be considered the same as payment made directly to Merchant. Merchant agrees that if Merchant does not receive payment from Euforia Singapore or its affiliates, Merchant's only recourse will be against Euforia Singapore and its affiliates. Euforia Singapore and its affiliates may, from time to time, request information from Merchant to confirm Merchant's identity as may be necessary under any applicable compliance obligations before remitting any amounts to Merchant and may refuse to process amounts owed to Merchant if there exists a legal or regulatory risk or potential breach of law or regulation associated with such remittance to Merchant.

Merchant agrees that Euforia Singapore and its affiliates may describe or otherwise reflect the terms of this Section, and any related portions of the applicable Addendum or this agreement, in any terms of use, receipts, disclosures, or notices that may be deemed necessary or prudent. If reasonable, Euforia Singapore may adjust the remittance of Item Revenue collected on Merchant's behalf for reasons including failure to fulfil an Item as ordered or making a correction on an Item. Merchant may identify any disagreements in connection with such adjustments through the DaBaoNow SG Tools.

Euforia Singapore and its affiliates reserve the right to collect any amounts in connection with such adjustments via a deduction from the remittance

of Item Revenue collected on Merchant's behalf, by debiting the payment method or Merchant's bank account on record, or otherwise seeking reimbursement from Merchant by any lawful collection methods available.

Merchant authorises Euforia Singapore and its affiliates to use any or all of the above methods to seek such adjustments and reimbursements. In more serious situations, such as fraud (including any charges for Items that Customers did not place) or Customer complaints, Euforia Singapore and its affiliates reserve the right to cancel a payment entirely.

By agreeing to these terms, Merchant gives Euforia Singapore and its affiliates express consent to adjust payments collected on Merchant's behalf as set forth in this Section.

## 5.6 Additional Information.

Euforia Singapore may, from time to time, require Merchant to provide certain additional information ("Additional Information") pertaining to particular Items or particular sales of Items for the proper determination, calculation, collection, and remittance of Sales Taxes, or to comply with other applicable laws or regulations. Additional Information may include, but is not limited to: Universal Product Codes ("UPCs"), Global Trade Item Numbers ("GTINs"), Stock Keeping Units ("SKUs"), ingredients, temperature, container, weight, volume, quantities, serving/portion size, nutritional facts, inclusion of utensils, method of preparation (e.g., sliced), identity of preparer, whether the item is "ready-to-eat", or intended use.

Merchant is solely responsible for providing requested Additional Information to Euforia Singapore in a timely manner.

If Merchant fails to timely provide Additional Information in response to notification and request by Euforia Singapore, Euforia Singapore expressly reserves the right to temporarily remove affected Items from Merchant's menu on the DaBaoNow SG Website / App until such Additional Information is received.

## 6. REPORTING.

Euforia Singapore may provide Merchant aggregate information regarding the number of Items picked up by Delivery People and sold by Merchant to Customers pursuant to an Agreement. Euforia Singapore will also provide reasonable information regarding any refunds given to Customers, including the date of the transaction, the Item ordered, the reason for the refund and any other information Euforia Singapore is permitted to provide under applicable privacy laws and terms with Customers. To the extent applicable, Merchant agrees that Euforia Singapore may share Merchant's transactional data regarding ordered meals, including sales data, with Merchant's parent company or Franchisors.

## 7. INTELLECTUAL PROPERTY; MARKETING AND PROMOTIONAL ACTIVITIES.

### 7.1 Marks.

Subject to this Agreement, each party hereby grants to the other party (and, in the case of Euforia Singapore, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use such party's respective Marks in the territory, on a royalty-free basis, in connection with the activities related to this Agreement or any other activities relating to DaBaoNow SG. For purposes of this Agreement, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans, content, media, materials, identifying symbols and indicia of the applicable party. All uses of a party's Marks by the other party will be in the form and format specified or approved by the owner of such marks. Other than as specifically set forth in this Agreement, neither party will use the other party's Marks without the prior, express, written consent of the other party (by email is sufficient). For the avoidance of doubt, however, any use or display of Merchant's Marks by Euforia Singapore or its affiliates in connection with making Items available through the DaBaoNow SG Website / App in the ordinary course of business will not require any such prior, express, written consent.

Merchant further agrees that any use or display of Euforia Singapore's Marks will conform to the DaBaoNow SG Brand Guidelines. All goodwill

related to the use of a party's Marks by the other party will inure to the benefit of the owner of such Marks. Except as expressly set forth herein, neither party will be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved. Without limiting anything in the Agreement, Merchant represents and warrants that Merchant's Marks do not infringe, misappropriate, or otherwise violate any third party's intellectual property or other proprietary rights. Merchant agrees that Euforia Singapore or its affiliates may remove Merchant's Marks from the DaBaoNow SG Website / App if Euforia Singapore or its affiliates receive notice or otherwise reasonably believe that such Merchant's Marks may infringe, misappropriate, or otherwise violate any intellectual property or other proprietary rights.

## 7.2 No Development.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between DaBaoNow SG and Company prior to the commencement of any such activities.

## 7.3 Marketing.

Euforia Singapore and its affiliates may showcase the availability of Merchant's Items via the DaBaoNow SG Website / App through various promotional activities (e.g., through social media channels, websites, advertisements, or blogs). Euforia Singapore (or a party designated by Euforia Singapore acting on Euforia Singapore's behalf) may take video and still images for marketing and other efforts related to the DaBaoNow SG Website / App ("DaBaoNow SG Photographs"). Merchant agrees that DaBaoNow SG Photographs (including all intellectual property rights therein) are and will remain the sole and exclusive property of Euforia Singapore or its affiliates. Additionally, Merchant may provide videos, still image or other materials to Euforia Singapore or its affiliates ("Merchant Marketing Materials") for use in connection with the display of Merchant's Items on the DaBaoNow SG Website / App or the marketing



and promotion of DaBaoNow SG and the availability of your Items via the DaBaoNow SG Website / App. Merchant hereby grants Euforia Singapore and its affiliates a non-exclusive, perpetual, fully paid-up and royalty free license to use and display such Merchant Marketing Materials in connection with Merchant's Items and other promotional activities relating to DaBaoNow SG. Without limiting anything in the Agreement, Merchant represents and warrants that the Merchant Marketing Materials do not infringe, misappropriate, or otherwise violate any third party's intellectual property or other proprietary rights. To the extent that the Merchant Marketing Materials contain any third party materials, Merchant is solely responsible for and will secure any and all rights, licenses, consents and permissions necessary for Euforia Singapore to be able to use the Merchant Marketing Materials in accordance with this Section. Merchant agrees that Euforia Singapore or its affiliates may remove Merchant Marketing Materials from the DaBaoNow SG Website / App if Euforia Singapore or its affiliates receive notice or otherwise reasonably believe that such Merchant Marketing Materials may infringe, misappropriate, or otherwise violate any intellectual property or other proprietary rights.

## 7.4 Promotions.

"Promotion(s)" means short-term offers that are available through the DaBaoNow SG Website / App to stimulate Customer demand. When a Promotion is successfully applied to an order, Merchant authorises Euforia Singapore to charge Customers for the post-Promotional value of an Item (not including taxes and applicable fees). Subject to DaBaoNow SG Website / App functionality, Euforia Singapore may, at its sole discretion, provide enhanced promotional placement or other visual treatment for a Promotion.

i) Merchant Promotion(s). Subject to any other guidelines or eligibility criteria for Promotions that Euforia Singapore may make available from time to time, Euforia Singapore hereby authorises Merchant to create Promotions that are designed and fulfilled by Merchant ("Merchant Promotion(s)"). Unless otherwise specified by Euforia Singapore, Merchant will be solely responsible for defining each Merchant Promotion (within the scope of functionality provided by Euforia Singapore) either

through the use of the Promotion Tool (as defined below) or through the Promotion Schedule (as defined below).

1. Euforia Singapore authorises Merchant to use Euforia Singapore's proprietary, automated, self-service tool located within the DaBaoNow SG Tools to create Promotions ("Promotion Tool"), subject to such Promotion Tool's functionality and technical capability. If provided access to the Promotion Tool, Merchant agrees to only use and access such Promotion Tool within its functionality and technical capability and shall not circumvent or otherwise exploit the tool in such a way that is not intended.
2. Merchant may create a Merchant Promotion by completing and providing Euforia Singapore with a verbal or written promotion schedule ("Promotion Schedule"). If a verbal Promotion Schedule is provided to Euforia Singapore by Merchant, Merchant will have a specified time period to confirm such Promotion Schedule prior to the Promotion being offered and such confirmation will constitute an agreement with Euforia Singapore under the terms of this Agreement. To request a form Promotion Schedule, Merchant should contact its customer support representative.

ii) Co-Funded Promotion(s). From time to time, Euforia Singapore may agree to fund a portion of Merchant's Promotion (each, a "Co-Funded Promotion"). For each such Co-Funded Promotion, the parties shall agree to an applicable written Promotion Schedule setting forth: (1) a description of the Co-Funded Promotion; (2) the obligations of each party in relation to such Co-Funded Promotion, including funding obligations; and (3) any other details regarding the Co-Funded Promotion. For the sake of clarity, if Merchant is the owner of Location(s), such Co-Funded Promotion shall appear to the Customer as a Merchant Promotion, and Euforia Singapore shall issue an adjustment to Merchant's payout (which shall also be reflected in any payout details report) to account for the amount of the Promotion that Euforia Singapore has agreed to fund, such that the Merchant shall receive the same amount in their Item Revenue for such order as if a Euforia Singapore-funded portion of the Promotion was not applied to such order.

iii). Parties' Obligations. The parties' obligations for each Promotion will include the following, but may be expanded upon in an applicable Promotion Schedule.

1) Merchant's Obligations. Merchant will: (A) honour and fulfil the terms of Promotions offered by Merchant (solely or jointly with Euforia Singapore) to Customers who have successfully completed their order through the DaBaoNow SG Website / App; (B) be responsible for the fees associated with the Promotion up to the amount Merchant has agreed to fund for such Promotion; and (C) upon reasonable request, supply Euforia Singapore with marketing materials, including but not limited to, photographs, graphics, audio, video, and copy, which Euforia Singapore may opt to use in its sole discretion, without payment of any license or other fees and which do not violate the rights of any third party.

Notwithstanding anything to the contrary in this Agreement, Merchant acknowledges and agrees that Merchant will not be able to terminate the Agreement while a Promotion is live.

2) Euforia Singapore's Obligations. Euforia Singapore will (A) honour and fulfil the terms of Promotions offered by Euforia Singapore (solely or jointly with Merchant) to Customers who have successfully completed their order through the DaBaoNow SG Website / App; (B) be responsible for the fees associated with the Promotion up to the amount Euforia Singapore has agreed to fund such Promotion; (C) upon reasonable request, supply Merchant with marketing materials, including but not limited to, photographs, graphics, audio, video, and copy, which Merchant shall use to market such Promotion, provided that a Promotion Schedule authorises Merchant to market such Promotion out of the DaBaoNow SG Website / App; and (D) use good faith efforts to provide Merchant with reasonable information regarding Promotions, which may include, without limitation, the amount Merchant spent on Promotions and the number of Items sold in connection with Promotions.

iv) Fee on Promotion Orders. Notwithstanding anything to the contrary in this Agreement, if a Customer successfully applies a Merchant Promotion or Co-Funded Promotion to an order through the DaBaoNow SG Website / App, Fees shall be calculated based on the total Retail Value of the order

minus the Merchant-funded portion of such Promotion applied to that order.

For the sake of illustrative purposes, if Merchant and Euforia Singapore each fund \$1 of a \$2 off Promotion (so the Co-Funded Promotion is funded 50% by each party) on a \$10 pre-Promotion order total, the Fee shall be calculated on the post-Promotion amount of \$9.

v) Out of DaBaoNow SG Website / App Marketing. Unless otherwise specified in an applicable Promotion Schedule, Merchant may not market or otherwise advertise a Promotion outside the DaBaoNow SG Website / App. If a Promotion Schedule authorises Merchant to market a Promotion out of the DaBaoNow SG Website / App, all such marketing materials will be subject to Euforia Singapore's prior review and written approval, which shall not be unreasonably withheld.

## 7.5 Publicity.

Except as may be expressly set forth in this Agreement or otherwise agreed by the parties in writing, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Agreement or otherwise, without the prior written consent of such other party.

## 8. PROPRIETARY INFORMATION; PERSONAL DATA; FEEDBACK.

### 8.1 Definition.

"Proprietary Information" means any confidential, proprietary or other non-public information disclosed by or on behalf of one party ("Discloser") to the other ("Recipient"), whether disclosed verbally, in writing, or by inspection of tangible objects, and includes transactional, operational, performance and other data or information that is related to the sale of Merchant's Items to Customers through the DaBaoNow SG Website / App and the terms and conditions of this Agreement.

Proprietary Information will not include information that: (i) was previously known to the Recipient without an obligation of confidentiality;

(ii) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (iii) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties other than Representatives, or use in any way other than as necessary to perform this Agreement, the Discloser's Proprietary Information. Each Recipient will ensure that Proprietary Information will only be made available to Recipient's affiliates and Recipient's and Recipient's affiliates officers, directors, employees and agents who have a need to know such Proprietary Information and who, prior to any disclosure of such Proprietary Information, are bound by written obligations of confidentiality with respect to such Proprietary Information that are no less stringent than those set forth in this Agreement (each, a "Representative").

Recipient will cause its Representatives to comply with the terms of this Agreement and will be solely responsible for any breach of this Agreement by any of its Representatives. Each Recipient will not, and will not authorise others to, remove or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Proprietary Information.

The foregoing prohibition on use and disclosure of Proprietary Information will not apply to the extent: (i) the Discloser has authorised such use or disclosure (and Merchant hereby authorises Euforia Singapore and its Affiliates to disclose the terms of this Agreement to Merchant's franchisees and/or franchisor as applicable in connection with executing contracts that reference this Agreement) and (ii) a Recipient is required to disclose certain Proprietary Information of the Discloser as a matter of law or by order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in obtaining a protective order prior to making such disclosure. Upon expiration or termination of this Agreement and as requested by Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Proprietary Information, together with all copies thereof in whatever form.

## 8.2 Privacy.

Merchant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of providing Items under this Agreement. Merchant will maintain the accuracy and integrity of any Personal Data provided by Euforia Singapore and in Merchant's possession, custody or control. Merchant agrees to retain Personal Data provided to Merchant by Euforia Singapore solely by using the software and tools provided by Euforia Singapore.

"Personal Data" means any information obtained in connection with this Agreement (i) relating to an identified or identifiable natural person; (ii) that can reasonably be used to identify or authenticate an individual, including name, contact information, precise location information, persistent identifiers, and (iii) any information that may otherwise be considered "personal data" or "personal information" under the applicable law.

## 8.3 Passwords.

Merchant is responsible for maintaining the integrity of information related to Merchant's access and use of the DaBaoNow SG Website / App including any password, login or key information. Merchant represents and warrants that Merchant will not share such information with any third party.

## 8.4 Data Re-Identification Restriction.

Without limiting any other provision of this Agreement, including any provision in this Section 8, Merchant will not merge any of the data collected or otherwise obtained in connection with this Agreement, including any Personal Data, with other data collected from any source or otherwise use any of the data collected or otherwise obtained in connection with this Agreement, including any Personal Data, for the purpose of re-identification, targeted marketing, or any other similar purpose.

## 8.5 Feedback.

Merchant may, but is not obligated to, provide or otherwise make available to Euforia Singapore or its affiliates certain feedback, suggestions, comments, ideas, or other concepts relating to Euforia Singapore's and its affiliate's products and services ("Feedback").

However, to the extent that Merchant provides or otherwise makes available Feedback to Euforia Singapore or its affiliates, Merchant hereby grants to Euforia Singapore and its affiliates a perpetual, irrevocable, worldwide, royalty free, fully sub-licensable right to use and otherwise exploit such Feedback.

## 9. RATINGS.

Merchant acknowledges and agrees that, after receiving Item(s), a Customer may be prompted by the DaBaoNow SG Website / App to provide a rating of such Item(s) and, at such Customer's option, to provide comments or feedback related to the Customer's experience with Merchant and the relevant Item(s) on the DaBaoNow SG Website / App ("Customer Feedback").

Euforia Singapore and its affiliates reserve the right to use, share, and display Customer Feedback in any manner in connection with the business of Euforia Singapore and its affiliates without attribution to or approval of Merchant.

Merchant acknowledges that Euforia Singapore and its affiliates are distributors (without any obligation to verify) and not publishers of Customer Feedback, provided that Euforia Singapore and its affiliates reserve 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 or other applicable laws, or Euforia Singapore's or its affiliates' content policies.

## 10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

### 10.1 Representations and Warranties.

Each party hereby represents and warrants that: (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it is duly organised, validly existing and in good standing under the laws of the jurisdiction of its origin; (iii) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with or performing under this Agreement; (iv) it will comply with all applicable laws and regulations in the performance of this Agreement and any activities hereunder (including all applicable consumer protection, data protection and privacy laws and, in the case of Merchant, all applicable Food Safety Standards); and (v) the Marks used or provided by one party to the other pursuant to this Agreement shall not infringe or otherwise violate the intellectual property rights, rights of publicity, or other proprietary rights of any third party. In addition, Merchant further represents and warrants that to the extent Merchant has franchisees who participate in any activities under this Agreement, Merchant will ensure that such franchisees will comply with, and be subject to, the applicable provisions of this Agreement when participating in such activities.

### 10.2 DISCLAIMER.

EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.



## 11. INDEMNITY.

### 11.1 Indemnified Claims.

Each Party (“Indemnifying Party”) will indemnify, defend and hold harmless the other, its affiliates and respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, liabilities, causes of action, and losses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (i) the negligence or wilful misconduct of the Indemnifying Party or its employees or agents in their performance of this Agreement; (ii) any claims that, if true, would be a breach of any of the Indemnifying Party’s representations, warranties or covenants in this Agreement; or (iii) any claims that the Marks provided by the Indemnifying Party infringe a third party’s intellectual property rights, to the extent the Indemnified Party used such Marks in accordance with the manner approved by the Indemnifying Party. In addition, you will indemnify, defend and hold harmless the Euforia Singapore Indemnified Parties from and against any and all Losses with respect to any third party claim arising out of or related to: (A) Merchant’s violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation; (B) Sales Tax applicable to sales of Restaurant Items in non-Marketplace Facilitator Jurisdictions; (C) Merchant’s failure to provide accurate and complete descriptions or Additional Information for Restaurant Items in Marketplace Facilitator Jurisdictions; (D) Sales Tax applicable to all sales of non-Restaurant Items (regardless of whether such Items are sold through a separate Additional Items Storefront); or (E) any claim related to Merchant’s failure to perform obligations contained in Section 2 of the Terms of Use for Alcohol Sales, if applicable, except in the case of each of (A)-(E) above, to the extent such harm was directly caused by the gross negligence or wilful misconduct of Euforia Singapore or its employees, agents or Delivery People.

### 11.2 Procedure.

We will provide you prompt written notice of any potential claim subject to indemnification hereunder. You will assume the defence of the claim through counsel you designate, however, such counsel must be reasonably acceptable to the Indemnified Party. You will not settle or

compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defence of a claim, at Indemnifying Party's expense.

## 12. LIMITS OF LIABILITY.

EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT, INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY OBLIGATIONS: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF MERCHANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND UNDER THIS AGREEMENT WILL NOT EXCEED S\$100,000. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

## 13. INSURANCE.

During the Term and for one (1) year thereafter, each party will maintain Commercial General Liability and, if required by law, Worker's insurance. The Commercial General Liability insurance policy limits will be One Million Dollars (S\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (S\$2,000,000) in aggregate. In addition, Euforia Singapore agrees to maintain Commercial Automobile Liability insurance with limits of One Million Dollars (S\$1,000,000) per accident for bodily injury or property damage arising out of the ownership, maintenance or use of owned, hired, and non-owned vehicles. All policies will be written by reputable insurance companies with a Best's policyholder rating of not less than A-. Such insurance will not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon a party's request,

the other party will provide evidence of the insurance required herein. In no event will the limits of any policy be considered as limiting the liability of a party under this Agreement.

## 14. SUPPLEMENTAL TERMS.

Merchant will comply with the applicable supplemental terms relating to the use of the DaBaoNow SG Website/App, such as use policies or terms related to certain features and functionality, which may be modified from time to time. Supplemental Terms are in addition to, and will be deemed a part of, the Agreement. Supplemental Terms will prevail over the Agreement in the event of a conflict.

Euforia Singapore will use good faith efforts to provide Merchant with written notice of any material updates to these Supplemental Terms, and, if Merchant does not agree to comply with the terms of any such update, Merchant may, as its sole and exclusive remedy, terminate this Agreement and cease use of DaBaoNow SG Website/App.

By continuing to use the DaBaoNow SG Website/App, Merchant will be deemed to accept these Supplemental Terms. Notwithstanding anything to the contrary, the terms and conditions of Euforia Singapore's then-current Privacy Policy, currently available at: <http://euforia.com.sg/privacy-policy-dabaonowsg/> will apply to Euforia Singapore's collection, use and processing of Personal Data.

## 15. TERM AND TERMINATION.

This Agreement will commence on the Effective Date and, unless earlier terminated as provided below, will continue for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for successive one (1) year periods (each, a "Renewal Term" and together with the Initial Term, the "Term"). Either party may terminate this Agreement, in whole or in part (i.e., with respect to any Sales Channel), in the event of a material breach by the other party with two (2) days' prior written notice thereof by the non-breaching party.

Either party may terminate this Agreement, in whole or in part (i.e., with respect to any Sales Channel), at any time without cause by giving sixty

(60) days' prior written notice of termination to the other party, with the exception being that should either party attempt to terminate this Agreement during an active Promotion period, such termination will not take effect until such Promotion period has ended. Notwithstanding the foregoing, the termination of this Agreement will not relieve either party of its obligations to fulfil any promotional offer that has been redeemed by Customers in accordance with its terms.

In addition, Euforia Singapore may suspend or otherwise terminate this Agreement on written notice in the event of a Brand Matter. A "Brand Matter" means an event involving Merchant that, in Euforia Singapore's reasonable judgment, causes it or its affiliates to have significant concern for the reputation of its respective Marks or brand, including matters related to the alleged violation of any applicable retail food or other health or safety code. All payment obligations and Sections 1, 3.3, 7.1, 8-13, this last sentence of 15, 16-17 and 19 will survive the expiration or termination of this Agreement.

## 16. NOTICE.

Any and all notices permitted or required to be given hereunder will be sent to the address listed below, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) one (1) day after being sent by overnight courier, charges prepaid; or (c) by electronic mail to the designated recipient. Notices to Euforia Singapore should be provided to Euforia Singapore, Attention: 8 Burn Road, #15-13 Trivex, Singapore 369977.

Notices to Merchant should be provided to the address provided by Merchant. The parties agree that all legal documents (including complaints and subpoenas) directed to Euforia Singapore will be served on Euforia Singapore's registered agent for service of process.

## 17. DISPUTE RESOLUTION AND ARBITRATION.

### 17.1 Arbitration.

Any dispute, whether contractual or otherwise, arising out of or in connection with this Agreement or these dispute resolution procedures, including any question regarding its existence, performance, validity, or termination, will be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with its comprehensive arbitration rules and procedures, which are deemed to be incorporated by reference into this clause. The parties agree that the arbitrator ("Arbitrator"), and not any other court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable.

The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is unconscionable or illusory and any defence to arbitration, including waiver, delay, laches, or estoppel. In the event of a dispute, controversy or claim arising out of or relating in any way to this Agreement, the complaining party shall notify the other party in writing thereof.

Within thirty (30) days of such notice, representatives of both parties shall attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. Furthermore, the parties agree:

i) The Arbitrator's award will be final and binding and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be confirmed in a court of competent jurisdiction. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Singapore International Arbitration Centre (SIAC)'s Rules.

ii) The seat, or legal place, of arbitration will be in Singapore.

iii) The language to be used in the arbitral proceedings will be English.

iv) The arbitral tribunal will be composed of a sole arbitrator, which shall be nominated and appointed by the Singapore International Arbitration Centre (SIAC) in accordance with its Rules.

v) To the extent permitted by applicable law, the parties agree to keep all materials related to the dispute, including the existence of the dispute itself, content of the arbitration, and all the submissions by the parties in the arbitration and awards rendered by the arbitral tribunal, confidential.

vi) This agreement to arbitrate will not preclude the parties from seeking provisional remedies from a court of competent jurisdiction. The parties each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

vii) Neither party may bring any class, collective, or representative action against the other party, and will preclude a party from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against the other party by someone else.

viii) Each party shall pay its own proportionate share of Arbitrator fees and expenses plus and expenses to the Singapore International Arbitration Centre (SIAC). The Arbitrator shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion.

ix) Notwithstanding any choice of law or other provision in this Agreement, the parties agree and acknowledge that this Agreement evidences a transaction that the Singapore International Arbitration Centre (SIAC) can govern using its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the Singapore International Arbitration Centre (SIAC) shall preempt all laws to

the fullest extent permitted by law. If the Singapore International Arbitration Centre (SIAC) are found to not apply to any issue that arises under this Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the country of Singapore.

## 17.2 Waiver of Jury Trial.

Each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury of any arbitrable claim under this Agreement and in connection with the enforcement of an arbitral award rendered pursuant to this agreement. Each party (i) certifies that no representatives, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of such litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party hereto have been induced to enter into this Agreement.

## 18. DIVERSITY AND INCLUSION.

Merchant will not, in its use of DaBaoNow SG under this Agreement, discriminate against any customer, employee, contractor or other person or individual on the basis of race, colour, gender, pregnancy, marital status, familial status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability, or age except that programs may target beneficial services for specific participant groups, as agreed upon between Euforia Singapore and the Merchant. Merchant acknowledges and agrees that upon Euforia Singapore's receipt of evidence of Merchant's discrimination under any of these categories, Euforia Singapore will have the right to immediately terminate this Agreement following notice to the Merchant.

## 19. ADDITIONAL TERMS.

The territory of this Agreement is Singapore ("Territory"), and all payments issued under this Agreement must be in Singapore dollars. Merchant agrees to receive calls, SMS messages and other communications, including those made available by autodialer, sent by or on behalf of Euforia Singapore or its affiliates. In this Agreement, "including" means "including, without limitation," and examples are

illustrative and not the sole examples of a particular concept. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, will not be construed as a waiver of such provision or option and will in no way affect that party's right to enforce such provisions or exercise such option. This Agreement may not be assigned, transferred, delegated or subcontracted, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Agreement, upon written notice to the other party, (a) to an affiliate of such party, or (b) in connection with the sale of all or substantially all of such party's equity, business or assets to which this Agreement relates; provided that in the event of any such transfer by Merchant, Merchant explicitly consents that any such transferee will have access to and control of all Merchant accounts related to such transfer, including its accounts with Euforia Singapore, access to historical reporting information about Items related to such transfer, and other account data relating to such transfer. In the event of a change of ownership involving Merchant's Location(s), the parties will need to execute a Change of Ownership form and Merchant acknowledges and agrees that the Location will not be able to accept or process any Customer orders on the DaBaoNow SG Website / App until the Change of Ownership is executed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of each party hereto and its respective successors and assigns. Any purported assignment, transfer, delegation or subcontract in violation of this Section will be null and void. In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) will remain in full force and effect. Any delay in or failure by either party in the performance of this Agreement will be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimise any resulting delay in or interference with the performance of its obligations



under this Agreement. Nothing in this Agreement will be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as otherwise expressly set forth above), and no party will have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorised representative of the other party. Each party will be solely responsible for its employees and contractors used in connection with such party's performance obligations under this Agreement. This Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format, each of which will be deemed an original and all of which, when taken together, will constitute one and the same original instrument.

## ADDENDUMS.

### A.1 Merchant Managed Delivery Sales Channel Addendum

This Merchant Managed Delivery Sales Channel Addendum ("Merchant Managed Delivery Addendum") applies to Merchant's use of the Merchant Managed Delivery Sales Channel (as such term is defined in the General Terms and below) and is hereby incorporated into this Agreement between Euforia and Merchant, which includes the General Terms currently available as may be updated from time to time, any Sales Channel Addenda or Order Form used by Merchant and any other Supplemental Terms. Capitalised terms not otherwise defined in this Merchant Managed Delivery Addendum will have the meanings assigned to such terms in the rest of the Agreement and, in the event of a conflict between the Merchant Managed Delivery Addendum and any of the other terms and conditions of the Agreement, the Merchant Managed Delivery Addendum will control.

## 1. Additional Defined Terms.

“Merchant Managed Delivery Staff (MMDS)” means employees, contractors, workers or agents of Merchant who provide delivery services on a Merchant’s behalf, arranged independently of Euforia.

“Merchant Managed Delivery Sales Channel” Merchant may sell Items through the DaBaoNow SG Website / App to Customers who access and request on-demand delivery services provided by MMDS.

“Customer Information” means information about a Customer or that Customer’s Personal Data made available to Merchant or MMDS in connection with a request for and use of delivery devices, which may include delivery drop-off location, a Customer’s name or company name, a Customer’s contact information, a Customer’s signature, and a Customer’s photo, as well as any other relevant details specific to the items to be delivered.

“Transportation Method” means a mode of transportation that will be used by the MMDS for the purpose of providing delivery services in accordance with, and subject to, any other applicable standards with respect to such Transportation Method.

## 2. Merchant Provided Delivery Partners.

1. Provision of delivery services. As between Euforia and Merchant, Merchant acknowledges and agrees that: (a) Merchant and MMDS will be solely responsible for determining the most effective, efficient and safe manner to perform each instance of delivery services; and (b) except for the DaBaoNow SG Website / App Tools, Merchant will provide all necessary equipment, tools and other materials, at Merchant's own expense, necessary to perform delivery services. It is recommended that: (i) Merchant provides detailed instructions for pickup and drop-off (e.g., the location within the building address to pick-up/drop-off a package, etc.) to MMDS; and (ii) MMDS wait at least ten (10) minutes for a Customer to appear at the requested drop-off location prior to leaving or

cancelling the delivery services. Merchant will not, and will ensure that all MMDS do not contact any Customers or use any Customer Information collected in the course of providing the delivery services for any reason other than for the purposes of fulfilling delivery services for that Customer's particular order. Merchant will not retain Customer Information or any of the Customer's personal data for longer than it takes to fulfil the delivery services for that Customer's particular order.

2. Merchant Relationship with Customers. Euforia and its Affiliates are not responsible or liable for the actions or inactions of a Customer in relation to any of Merchant's activities, any MMDS or any Transportation Method. Merchant acknowledges and agrees that each MMDS member ("MMDS member") will have the sole responsibility for any obligations or liabilities to Merchant, Customers or other third parties that arise from or relate to Merchant's or MMDS's provision of delivery services. Merchant acknowledges and agrees that Merchant and each MMDS member is each solely responsible for: (i) any liability arising from or relating to a Customer or any other third party in connection with the delivery services and (ii) taking such precautions as may be reasonable and proper, including, without limitation, maintaining insurance in accordance with applicable laws and conducting thorough background check investigations in connection with the delivery services; and (b) Euforia or its Affiliates may release the contact and/or insurance information of Merchant and/or MMDS member to a Customer upon such Customer's reasonable request (e.g., in connection with an accident). Merchant will provide evidence of such precautions upon Euforia's request.
3. Merchant Relationship with MMDS. Merchant will have the sole responsibility for any obligations or liabilities to MMDS that arise from or relate to Merchant's relationship with MMDS (including in connection with the provision of delivery services). Merchant acknowledges and agrees that Merchant exercises sole control over the MMDS and will comply with: (i) all applicable laws (including tax, gratuity and employment laws) and regulations applicable to Merchant's relationship with MMDS and (ii) industry best practice in

respect of working conditions and compensation for MMDS, including the distribution of any gratuities. As between the parties, Merchant acknowledges and agrees that Merchant is at all times responsible and liable for the acts and omissions of MMDS vis-à-vis Customers, Euforia and its Affiliates, even where such liability may not be mandated under applicable law.

4. Delivery of Alcohol Items. Merchant acknowledges that sale and fulfilment of Alcohol Items (as defined in the Terms of Use for Alcohol Sales) sold via the Merchant Managed Delivery Sales Channel and delivered by MMDS shall be governed by additional terms, conditions and law for sale of Alcohol items in Singapore. Merchant is responsible for compliance with applicable laws and regulations related to such Alcohol Items, including receipt and documentation of valid proof of a Customer's or MMDS identity and age at the time of delivery, and confirmation that such Customer or MMDS is not intoxicated at the time of delivery.

### 3. Merchant Additional Obligations for Merchant Provided Services.

1. Delivery Fee and Tax.

Merchant is solely responsible for determining the fee that will be charged to the Customer for all Items delivered by MMDS pursuant to this Agreement ("Delivery Fee"). Merchant will provide Euforia with the desired Delivery Fee and Euforia will display this Delivery Fee on its Website / App for all applicable Items. For the sake of clarity, the Delivery Fee will not include Sales Tax, but Merchant is solely responsible for determining all applicable Sales Tax and identifying and informing Euforia of the appropriate Sales Tax and other fee amount for Euforia to charge Merchant's Customers on Merchant's behalf for Delivery Fees charged under this agreement for Merchant's Items delivered by MMDS. Euforia reserves the right to charge Merchant's Customers additional delivery fees on Merchant's behalf, including but not limited to, a small basket fee.

## 2. Delivery Area and Delivery Timing.

Merchant is responsible for determining the geographic area in which MMDS will be able to deliver Merchant's Items to Customers ("Merchant Delivery Area"). In relation to events such as inclement weather, high traffic, or poor driving conditions ("Adverse Delivery Events") Euforia may limit the Merchant Delivery Area, at Euforia's discretion and without notice to Merchant, to ensure safe and reliable Merchant Managed delivery services. Merchant acknowledges that Euforia will use the Merchant Delivery Area to limit the Merchant's ability to sell Items only to those potential Customers who request delivery within the Merchant Delivery Area through the MMDS. Merchant is also responsible for providing Euforia with projected timelines for the preparation of Merchant's Item orders. Euforia will use Merchant's preparation timelines and Euforia's internal projection of delivery time in determining the estimated time for delivery that will be displayed in its Website / App for all Merchant's applicable Items. Merchant acknowledges that Euforia's systems may require adjustments to Merchant Delivery Area.

## 3. Item Order Support.

Merchant is solely responsible for providing all Customer support for Items sold through the Merchant Managed Delivery Sales Channel. Merchant will provide Euforia with a customer service phone number that will be displayed to Customers in the DaBaoNow SG Website / App so that Customers may direct their support inquiries to Merchant. Merchant is solely responsible for resolving all complaints and issues raised for Items delivered through the Merchant Managed Delivery Sales Channel and will accept and respond to all related customer service inquiries from Customers.

## 4. MMDS Transportation Methods.

1. MMDS Requirements. Merchant acknowledges and agrees that all MMDS will, at all times: (a) hold and maintain (i) a valid applicable driving license with the appropriate level of certification to operate the Transportation Method assigned to each MMDS (e.g., a driver's license if the Transportation Method is a motor vehicle), and (ii) all

licenses, permits, approvals and authority applicable to Merchant and/or MMDS that are necessary to provide delivery services to third parties in the territory; (b) provide the delivery services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Merchant agrees to undertake background and driving record checks on MMDS before they can provide delivery services on Merchant's behalf and from time to time thereafter. Merchant acknowledges and agrees that Euforia reserves the right, at any time in Euforia's sole discretion, to restrict Merchant or MMDS from accessing or using the DaBaoNow SG Website / App Platform if Merchant or such MMDS fails to meet any applicable requirements.

2. Transportation Method Requirements.

Merchant acknowledges and agrees that any Transportation Method will, at all times, be: (a) properly registered and licensed to operate as a delivery vehicle in the territory (if the Transportation Method is a vehicle); (b) owned or leased by Merchant, or otherwise in Merchant's lawful possession; (c) suitable for performing the delivery services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Transportation Method of its kind and any additional standards or requirements in the applicable territory, and in a clean and sanitary condition.

3. Documentation. To the extent required by applicable law, Merchant must retain all copies of any required licenses, permits, approvals, authority, registrations and certifications prior to Merchant's and the applicable MMDS provision of any delivery services.

5. Ratings.

1. Merchant acknowledges and agrees that, after completion of an instance of delivery services, Merchant and/or Customers may be prompted by Euforia's technology platform to provide a rating of such delivery services and MMDS and, optionally, to provide comments or feedback about such delivery services and MMDS.

2. Euforia and its affiliates reserve the right to use, share and display the ratings and comments of Merchant, MMDS, and Customers in any manner in connection with the business of Euforia and its Affiliates, without attribution to or approval from Merchant or the applicable MMDS. Merchant acknowledges and agrees that Euforia and its Affiliates are distributors (without any obligation to verify) and not publishers of the ratings or comments of Merchant or any MMDS, provided that Euforia and its Affiliates reserve 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 information, or violate any privacy laws, other applicable laws, or Euforia's or its Affiliates' content policies.

## 6. Payment.

1. Delivery Services. Notwithstanding anything to the contrary in the General Terms, Merchant will pay MMDS for their delivery services provided to Merchant at Merchant's sole discretion (but at all times in compliance with applicable laws and regulations), and Merchant is at all times solely responsible for providing payment to MMDS, including the distribution of any gratuities. Merchant acknowledges and agrees that Merchant is required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to the provision of delivery services and receipt of the DaBaoNow SG Website / App Tools as required by applicable law; and (b) provide Euforia with all relevant tax information. Merchant further acknowledges and agrees that Merchant and each MMDS Member is responsible for taxes on their own receipts arising from the performance of delivery services.

## B.1 Virtual Storefront Product Addendum Terms

These Virtual Storefront Product Addendum Terms ("Virtual Storefront Product Addendum") apply to Merchant's use of the Virtual Storefront product service (as such term is defined in the General Terms and below) and are hereby incorporated into the Agreement between Euforia and Merchant, which includes the General Terms above (as may be updated from time to time), any Sales Channel Addenda or Order Form used by Merchant, and any other Supplemental Terms (as such term is defined in the General Terms) (collectively, the "Agreement"). Capitalised terms not otherwise defined in this Virtual Storefront Product Addendum will have the meanings otherwise ascribed to them in the Agreement and, in the event of a conflict between the Virtual Storefront Product Addendum and any of the other terms and conditions of the Agreement, the Virtual Storefront Product Addendum will control, but only with respect to the specific matter at issue.

### 1. Virtual Storefront.

As further described below, the parties agree that Euforia may provide Merchant with a separate and additional tile within the DaBaoNow SG Website / App ("Virtual Storefront" or "\_VS\_") through which Merchant may prepare and sell Special Items (as defined below) to Customers. For clarity, Merchant's VS will appear in addition to Merchant's normal menu on the DaBaoNow SG Website / App. Merchant's operation of the VS will be subject to the terms and conditions of the Agreement in all respects.

### 2. Special Items.

Subject to the terms and conditions of the Agreement, Merchant may sell to Customers via its VS a designated set of meal options that, unless otherwise agreed to by Euforia in writing, are materially different from the Items that Merchant otherwise sells or makes available on the DaBaoNow SG Website / App (each, a "Special Item"). Merchant will be required to satisfy certain additional quality and volume standards with respect to the VS and sale of Special Items (as may be communicated and updated by Euforia from time to time in its discretion). Unless otherwise agreed to by Euforia,



Merchant represents and warrants that it will operate the VS at its normal, fully-licensed and permitted kitchen, including, without limitation, with respect to the preparation and sale of all Special Items. Except as expressly set forth in this Virtual Storefront Product Addendum, Special Item(s) will be deemed to be Item(s) for the purposes of the Agreement.

3. VS Service Fee.

Unless otherwise agreed to by the parties, Euforia may charge Merchant a fee percentage of or each order placed through Merchant's VS (each, a "VS Order"). This Service Fee percentage is to be agreed upon by both parties in a separate agreement.

4. Calculation.

For each Special Item sold by Merchant via the VS, Euforia may calculate a Service Fee (as defined in the General Terms) as follows: the Retail Price of all Special Meals sold by you via the Marketplace on the applicable day (excluding any sales tax collected on your behalf) multiplied by the VS Service Fee percentage ("VS Fee"). The VS Fee shall be net of any taxes that you are liable for. Euforia will remit to you the total Retail Price collected for all Special Meals sold by you via the Marketplace (including any sales tax collected on your behalf) less: (a) the retained VS Fee; and (b) any refunds given to your customers (such final remitted amount being the "Special Meal Revenue"). The Special Meal Revenue will be remitted within fourteen (14) business days of the Special Meals being sold. This Service Fee percentage is to be agreed upon by both parties in a separate agreement.

5. VS Activation Fee.

Unless otherwise agreed to by the parties, you may have to pay to Euforia a fee ("VS Activation Fee") in consideration of Euforia's work to activate the VS. You agree that Euforia may deduct the VS Activation Fee (or a portion thereof) from the Special Meal Revenue prior to remitting Special Meal Revenue to you until you have paid the full VS Activation Fee. This Activation Fee is to be agreed upon by both parties in a separate agreement.

6. Confidential Materials.

All data, materials and other information provided to Merchant in connection with the VS, including, without limitation, information relating to Customer demand and preferences, is the Confidential Information of Euforia and will be treated as such in accordance with the Agreement.

7. VS Marks.

Merchant acknowledges and agrees that Merchant is solely and wholly responsible for choosing and providing the name, logos and other Marks that Merchant will use to operate and have displayed on the VS ("VS Marks"). For the sake of clarity, the VS Marks and any other names, logos, images or other Marks associated with any Special Item will constitute Merchant's Marks (as defined in the General Terms) and will be treated as such under the Agreement, including, without limitation, with respect to Merchant's license, representations and warranties, and indemnification obligations under the General Terms.

8. Marketing.

To further promote Participant's Special Meals, Euforia may reference Participant's name and VS Marks in marketing materials, including but not limited to social media, websites, newspapers, magazines, blogs and any other public relation platforms.