
TERMS AND CONDITIONS

Please review and agree to the documents below

- Attestation regarding auto insurance, vehicle registration and driver's license history
 - Jan 2025 TOC - Fare Addendum (Dec 15, 2022)
 - Jan 2025 TOC - MealMoment Indemnity Agreement (Jan 6, 2020)
 - Jan 2025 TOC - MealMoment Connect & Direct Fare Addendum (July 24, 2024)
 - Jan 2025 TOC - MealMoment Platform Access Agreement (July 24, 2024)
-
-

Attestation regarding auto insurance, vehicle registration and driver's license history

By continuing the signup process, I confirm that I currently have and will maintain an auto insurance policy as required by law and a valid vehicle registration for the vehicle I am using while delivering on the MealMoment platform. Additionally, I confirm that I currently maintain a valid driver's license that has been in effect for at least one year.

MealMoment drivers can pick up orders based on their zip code. The platform uses zip code matching to connect drivers with delivery opportunities in their preferred areas, allowing drivers to select orders within specific geographic zones that are convenient for them.

For any questions regarding this attestation, please contact: info@mealmoment.app

Jan 2025 TOC - Fare Addendum (Dec 15, 2022)

Fares;

Gratuity.....
.....2

Our Service

Fee.....
.....3

Incentives.....
.....3

User

Payment.....
.....3

Limited

Agency.....
.....3

Deductions;

Set-off.....
.....3

No Separate Payment Related to MealMoment Marketing or Delivery Recipient Promotions.....4

Adjustments;

Disputes.....
.....4

Receipts.....
.....4

Taxes.....
.....4

Fare Addendum

Updated as of December 15, 2022

You entered into a Platform Access Agreement (the "PAA") by and among you and your company/business ("you") and MealMoment Logistics, LLC, a subsidiary of MealMoment Technologies, Inc. ("MealMoment"). This is an addendum to the PAA and contains information about fare and payment terms. This addendum is effective as of the date and time you accept it.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the PAA. For the sake of clarity and depending on the context, references to "we," "our" and "us" may also refer to MealMoment.

Upon acceptance this addendum is incorporated by reference and a part of the PAA. Except where modified above, the remainder of the PAA shall remain unchanged. This

addendum replaces and supersedes any previous addendum that you have accepted related to the subject matter described herein.

Fares; Gratuity.

The "Fare" paid for by the Delivery Recipient (or in some circumstances, by the Delivery Recipient plus funds from others) for a Delivery includes amounts for the distance and/or time for each Delivery that you complete (provided that these amounts may be based on the most efficient route and the estimated time amount between the location of where you accept the request to your drop off to the Delivery Recipient, including expected wait-time at pickup, expected travel time, and expected wait-time at drop off). The Fare may also include fees based on certain trip attributes or marketplace factors, such as supply and demand. In the event that you accept multiple Delivery requests (for example, multiple pick up locations and/or multiple drop off locations) on a single trip, you agree that a single Fare will be inclusive of all Deliveries.

Notwithstanding the foregoing, when you receive a Delivery request, our Platform may surface a minimum Fare amount ("Upfront Fare"). You accept this Upfront Fare by accepting the Delivery request.

MealMoment uses zip code-based matching to optimize delivery efficiency. When you accept Delivery requests within your selected zip code area, Fare calculations take into account the distance between restaurants, merchants, and delivery destinations within that zip code region.

Fares do not include gratuity, nor is receiving a gratuity guaranteed. Rather, Delivery Recipients may, in their sole discretion, decide to provide you with gratuity. MealMoment will not take any portion of your gratuity except as described below. If any gratuity is remitted using our application, it shall be included with other monies you may be entitled to receive (collectively, "Net Payment").

Our Service Fee.

In consideration for services connecting you to Delivery Recipients, as well as other related services including payment processing, you will pay us (and/or permit us to collect from amounts owed to you) a portion of the Delivery Recipient Payment (defined below) (on a per-Delivery basis), calculated as the Delivery Recipient Payment (excluding any surcharges, applicable taxes, estimated tolls, and if the Delivery Recipient chooses, gratuity) minus the Fare ("Service Fee"). For the avoidance of doubt, you will not be charged a fee to access our Platform. In the event of a Delivery where the Fare is greater than the Delivery Recipient Payment (excluding any applicable fees

retained by us, and taxes and surcharges described below or in your earning statement), no Service Fee will be charged for that Delivery.

Incentives.

From time to time, you may be offered certain incentives to use our Platform. These incentives will be governed by separate terms and conditions provided to you in connection with those incentive offers. Incentives may be targeted based on your zip code area and availability.

User Payment.

For each Delivery, the Delivery Recipient will pay an amount that includes applicable fees for each Delivery (which contributes to the Fare), and may also include additional charges, such as surcharges, taxes, estimated tolls, and if the Delivery Recipient chooses, gratuity (collectively, the "Delivery Recipient Payment").

Limited Agency.

In order to facilitate the transactions described in this addendum, you hereby appoint us as your limited agent for payment collection for your Deliveries and we hereby accept such appointment. We will process the Delivery Recipient Payment, on your behalf, through our Platform's payment processing functionality. We will use commercially reasonable efforts to remit amounts owed to you at least once a week. The Fare and any gratuity will be treated as if paid to you directly by a Delivery Recipient. Either party may revoke this appointment by terminating this Agreement; such revocation will be effective after final settlement of all outstanding liabilities under this Agreement.

Deductions; Set-off.

You also agree that Fares, incentives, and any gratuities may be used to satisfy a court order of garnishment against you; to reimburse us for citations, tickets, or other administrative penalties or fines assessed by governmental entities arising from your conduct; or to reimburse us for any erroneous overpayment to you.

No Separate Payment Related to MealMoment Marketing or Delivery Recipient Promotions.

We often separately advertise and market our Platform and other products and services generally (including discounts or promotions) to Delivery Recipients that reduce what they ultimately pay for a Delivery. Advertising and marketing to Delivery Recipients does not impact your Fare, nor entitle you to any additional payment. MealMoment

specializes in offering special food deals and sale items at cheap prices based on the customer's zip code.

Adjustments; Disputes.

In our good faith discretion, we may adjust or, in more serious situations, cancel or refund in its entirety, any component of the Delivery Recipient Payment for reasons such as fraud, a failure to properly end a Delivery, or your violation of this Agreement, such as failure to comply with the Requirements. If you believe in good faith that there was an error that requires an adjustment to your Net Payment, you can report that error by contacting us including by using the Driver app, phone support, or by emailing info@mealmoment.app. You must report errors promptly or you will waive your right to dispute such Net Payment. Disputed amounts will be paid promptly upon resolution. Amounts owed to you will not include interest and, if permitted by applicable law, will be net of any amounts you owe us.

Receipts.

Our Platform provides you with a system for delivering receipts to your Delivery Recipients. After completing a Delivery, the receipt will be electronically delivered to your Delivery Recipient on your behalf. It includes certain information about you and that Delivery (including your details).

Taxes.

You are required to follow applicable law regarding your tax registration, calculation and remittance obligations for your Deliveries, as well as to provide us with all relevant tax information. You are responsible for taxes on your own income. Based on applicable tax or regulatory considerations, we may choose in our reasonable discretion to collect from your Delivery Recipient Payment, or other monies you may be entitled to receive, taxes applicable to your Deliveries and remit such amounts directly to the applicable taxing authority, and may provide any of the relevant tax information you have given us directly to the applicable tax authorities on your behalf or otherwise.

By clicking "Yes, I agree," I expressly acknowledge that I have read, understood, and considered the consequences of this addendum, that I agree to be bound by the terms of this addendum, and that I am legally competent to enter into this addendum with MealMoment.

For translated versions, contact: info@mealmoment.app

Jan 2025 TOC - MealMoment Indemnity Agreement (Jan 6, 2020)

1.
Indemnity.....
..... 2

1.1.
You.....
..... 2

1.2.
Us.....
..... 2

1.3.
Process.....
.....3

2. LIMITATION OF
LIABILITY.....
.....3

3.

Termination.....
..... 3

4.

Conflicts.....
..... 3

5.

Severability.....
..... 4

6. Applicable

Law.....
..... 4

7.

Modification.....
..... 4

8. Assignment; Successors and

Assigns..... 4

9. No Incorporation in the

PAA.....

4

10.

Effectiveness.....

..... 4

Indemnity Agreement

Updated as of January 6, 2020

This Indemnity Agreement (this "Indemnity Agreement") is by and among you and your company/business ("you") and MealMoment Logistics, LLC, a subsidiary of MealMoment Technologies, Inc., in all U.S. states, territories and possessions ("MealMoment"). For the sake of clarity and depending on the context, references to "we," "our" and "us" may also refer to MealMoment.

WHEREAS, you are a party to a Platform Access Agreement (the "PAA") between you and MealMoment. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the PAA.

WHEREAS, in connection with the transactions contemplated by the PAA, the parties have agreed to indemnify each other as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the premises and the covenants contained herein, you and MealMoment do hereby covenant and agree as follows:

1. Indemnity

1.1. You.

To the maximum extent permitted by applicable law, you will indemnify, defend (at our option) and hold us and our affiliates and each of our and their respective officers, directors, employees, agents, or shareholders harmless from and against all claims, liabilities, expenses (including reasonable attorney's fees and related expenses), damages, penalties, fines, social security contributions and taxes ("Losses") asserted by a third party and arising out of or related to your breach or alleged breach of the Agreement or this Indemnity Agreement, your provision of Deliveries, your access to our Platform or your interaction with any third party.

1.2. Us.

We will indemnify, defend (at your option), and hold you (or your company, entity, or organization, if you are using the Driver App on behalf of your company, entity, or organization) harmless from and against all Losses arising out of a third party claim directly or indirectly related to allegations that the Driver App or the Authorized MealMoment Branded Materials infringe on or misappropriate that third party's intellectual property rights. The foregoing indemnity, defense and hold harmless obligations shall only apply if you (or your company, entity, or organization, if you are using the Driver App on behalf of your company, entity, or organization) were (a) using the Driver App or the Authorized MealMoment Branded Materials, as applicable, in accordance with the licenses granted in the PAA ("Authorized Use") and (b) the Losses arose out of such Authorized Use.

1.3. Process.

If any indemnified Losses might adversely affect us, we may, to the extent permitted by applicable law, voluntarily intervene in any applicable proceeding at our expense. You will not consent to the entry of any judgment or enter into any settlement of an indemnified Losses without our prior written consent, which may not be unreasonably withheld; except that you may settle any claim that is exclusively directed at and exclusively affects you.

2. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN THE PAA, ITS INDEMNITY OBLIGATIONS HEREUNDER, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY (INCLUDING SUCH PARTY'S AFFILIATES,

SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS) SHALL BE LIABLE TO THE OTHER UNDER OR RELATED TO THIS INDEMNITY AGREEMENT OR THE AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) THE OTHER PARTY OR ANY THIRD PARTY'S PROPERTY DAMAGE, LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE.

3. Termination.

Except as provided in the following sentence, this Indemnity Agreement will continue until and will terminate in its entirety upon the termination of all of the terms, covenants and agreements set forth in the PAA. The obligations set forth in this Indemnity Agreement shall survive the termination or expiration of this Indemnity Agreement with respect to actions occurring prior to such expiration or termination.

4. Conflicts.

Except with respect to the Arbitration Provision in the PAA, if there is a conflict between this Indemnity Agreement and any supplemental agreement between you and us related to the indemnity, defense and hold harmless obligations described in this Indemnity Agreement, this Indemnity Agreement will prevail with respect to the specific conflict.

5. Severability.

Invalidity of any provision of this Indemnity Agreement does not affect the rest of this Indemnity Agreement. The parties, or in the absence of an agreement by the parties, an arbitrator or court of competent jurisdiction, shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Indemnity Agreement.

6. Applicable Law.

This Indemnity Agreement is governed by the applicable law of the state where you reside (or where your entity is domiciled) when you entered into this Indemnity Agreement (the "Applicable Law"). The Applicable Law shall apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction. MealMoment currently only operates in the United States of America.

7. Modification.

Any modification of this Indemnity Agreement must be in writing and agreed by the parties.

8. Assignment; Successors and Assigns.

We may freely assign or transfer this Indemnity Agreement or any of our rights or obligations in them, in whole or in part, without your prior consent. You agree not to assign this Indemnity Agreement, in whole or in part, without our prior written consent, and any attempted assignment without such consent is void.

9. No Incorporation in the PAA.

Notwithstanding anything herein to the contrary, this Indemnification Agreement will not be considered incorporated by reference, or otherwise a part of, the PAA.

10. Effectiveness.

This Indemnity Agreement is effective as of the date and time you accept it.

By clicking "Yes, I agree," I expressly acknowledge that I have read, understood, and considered the consequences of this Indemnity Agreement, that I agree to be bound by the terms of this Indemnity Agreement, and that I am legally competent to enter into this Indemnity Agreement with MealMoment.

For any questions regarding this Indemnity Agreement, please contact:
info@mealmoment.app

**Jan 2025 TOC - MealMoment Connect & Direct Fare
Addendum (July 24, 2024)**

Table of Contents

**1. Fares; Pre-Delivery Fares; Gratuity; Net
Payment.....2**

2. Requester Payment.....3

3. Our Service Fee.....3

4. Incentives.....4

5. Limited Agency.....4

6. Deductions; Set-Off.....4

**7. No Separate Payment Related to MealMoment Marketing or
Requester
Promotions.....4**

8. Adjustments; Disputes.....4

9. Receipts.....5

10. Taxes.....5

MealMoment Connect & MealMoment Direct Fare Addendum

Updated as of July 24, 2024

You entered into a Platform Access Agreement (the "PAA") by and among you and your company/business ("you") and MealMoment Logistics, LLC, a subsidiary of MealMoment Technologies, Inc. ("MealMoment"). This is an addendum to the PAA and contains information about fare and payment terms for Deliveries with MealMoment Connect or any other related products including Return a Package or Store Pickup ("MealMoment Connect") and/or MealMoment Direct and any other related products ("MealMoment Direct"). This addendum is effective as of the date and time you accept it.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the PAA. For the sake of clarity and depending on the context, references to "we", "our", and "us" may also refer to MealMoment.

By clicking "Yes, I agree," you agree to be bound by the additional terms below as of the date of your acceptance. Upon acceptance this addendum is incorporated by reference and a part of the PAA. Except where modified above, the remainder of the PAA shall remain unchanged. This addendum replaces and supersedes any previous addendum that you have accepted related to the subject matter described herein.

If you accept MealMoment Connect requests, which also includes Return a Package or Store Pickup trips, or MealMoment Direct requests, the following terms apply to you.

1. Fares; Pre-Delivery Fares; Gratuity; Net Payment.

MealMoment enables you, through the Driver App, to charge the Requester of the Delivery a "Fare." The Fare may be calculated using a base amount and amounts that are based on the estimated or actual distance and/or time of the Deliveries you complete, or the Fare may be based on flat-rate pricing. The Fare may include additional

fees paid by a Requester, such as a fee based on certain trip attributes, and in some cases may be adjusted based on marketplace factors, such as supply and demand. The Fare does not include fees payable by Requesters directly to MealMoment, as applicable, and does not include certain taxes and fees payable to a governmental entity.

In the event that you accept a trip that includes multiple Delivery requests (e.g., multiple pick up locations and/or multiple drop off locations), all Deliveries will be included in a single Fare. For the avoidance of doubt, on a canceled Delivery, the Fare will be the cancellation fee charged to a Requester.

On certain trips, when you receive a Delivery request, our Platform may surface to you a "pre-Delivery Fare." You accept this pre-Delivery Fare by accepting the Delivery request. The pre-Delivery Fare may be adjusted if the length or duration of the trip deviates from the estimated length or duration that was used to calculate the pre-Delivery Fare. If a pre-Delivery Fare is not surfaced in connection with a Delivery request, the Fare for that Delivery request will be based on rates, which may include per-minute or per-mile rates or flat rates, that will be made available to you. We will provide you with notice of any changes to these rates, and by continuing to accept Delivery requests, you are deemed to have accepted those changes.

Drivers can pick up orders based on their preferred zip code. The MealMoment platform allows drivers to filter and accept delivery requests within specific zip code areas, enabling efficient route planning and maximizing earning potential.

Fares do not include gratuity, nor is receiving a gratuity guaranteed. Rather, Requesters may, in their sole discretion, decide to provide you with gratuity. If any gratuity is remitted by Requesters using our application, it will be remitted to you in addition to any other monies you may be entitled to receive, including Fares, estimated tolls, any taxes, and/or other fees, surcharges, or payments (collectively, "Net Payment").

2. Requester Payment.

Unless we indicate to you otherwise, for each Delivery, the Requester will pay an amount that includes the Fare, the booking fee and other applicable fees retained by us, if they choose, any gratuity, plus an amount that may correspond to the Service Fee (defined below) (collectively, the "Requester Payment"). Depending on the type of trip, the Requester also may pay an amount that includes any estimated tolls and any applicable taxes and surcharges.

3. Our Service Fee.

In consideration for services connecting you to Requesters and related services, including payment processing, you will pay us (and/or permit us to collect from amounts owed to you) a service fee ("Service Fee") on each Delivery. For the avoidance of doubt, you will not be charged a fee to access our Platform. For each Delivery, the Service Fee equals the Requester Payment minus: (a) the Fare, (b) any gratuity, (c) applicable taxes, estimated tolls and surcharges, and (d) the booking fee and other fees retained by us.

In the event of a Delivery where the Fare is greater than the Requester Payment (excluding gratuity, applicable fees retained by us, tolls, taxes and surcharges), no Service Fee will be charged for that Delivery. In such case, any excess amounts that you receive will be shown as an adjustment to your Service Fee(s) (or if necessary, as an adjustment to another payment owed to you).

4. Incentives.

From time to time, you may be offered certain incentives to use our Platform. These incentives will be governed by separate terms and conditions provided to you in connection with those incentive offers.

5. Limited Agency.

In order to facilitate the transactions described in this addendum, you hereby appoint us as your limited agent for payment collection for your Deliveries and we hereby accept such appointment. We will process the Requester Payment on your behalf through our Platform's payment processing functionality. We will use commercially reasonable efforts to remit amounts owed to you at least once a week. The Requester Payment will be treated as if paid to you directly by a Requester. Further, by accepting a Delivery, you agree to charge the Requester Payment to the Requester at the amount recommended by us as your limited pricing agent. Either party may revoke this appointment by terminating the Agreement; such revocation will be effective after final settlement of all outstanding liabilities under the Agreement.

6. Deductions; Set-off.

You also agree that the Net Payment and incentives may be used to satisfy a court order of garnishment against you; to reimburse us for citations, tickets, or other administrative penalties or fines assessed by governmental entities or any airport arising from your conduct; or to reimburse us for any erroneous overpayment to you; or to pay amounts related to shipping fees and other product fees.

7. No Separate Payment Related to MealMoment Marketing or Requester Promotions.

We often separately advertise and market our Platform and other products and services generally (including discounts or promotions) to Requesters that reduce what they ultimately pay for a Delivery. Our advertising and marketing does not impact your Net Payment, nor entitle you to any additional payment. MealMoment customers can order food that is special and on sale at cheap prices in their area based on zip code.

8. Adjustments; Disputes.

In our good faith discretion, we may adjust or, in more serious situations, cancel or refund in its entirety, any component of the Requester Payment for reasons such as fraud, a failure to properly end a Delivery, or your violation of the Agreement, such as a failure to comply with the Requirements. If you believe in good faith that there was an error that requires an adjustment to the Net Payment, you can report that error by contacting us including by using the Driver app, phone support, or by emailing info@mealmoment.app. You must report errors promptly or you will waive your right to dispute such Net Payment. Disputed amounts will be paid promptly upon resolution. Amounts owed to you will not include interest and, if permitted by applicable law, will be net of any amounts you owe us.

9. Receipts.

Our Platform provides you with a system for delivering receipts to your Requesters. After completing a Delivery, the receipt will be electronically delivered to your Requester on your behalf. It includes certain information about you and that Delivery (including your details).

10. Taxes.

You are required to follow applicable law regarding your tax registration, calculation and remittance obligations for your Deliveries, as well as to provide us with all relevant tax information. You are responsible for taxes on your own income. Based on applicable tax or regulatory considerations, we may choose in our reasonable discretion to collect from the Requester Payment taxes applicable to your Deliveries and remit such amounts directly to the applicable taxing authority, and may provide any of the relevant tax information you have given us directly to the applicable tax authorities on your behalf or otherwise.

By clicking "Yes, I agree," I expressly acknowledge that I have read, understood, and considered the consequences of this addendum, that I agree to be bound by the terms of this addendum, and that I am legally competent to enter into this addendum with MealMoment.

For translated versions, contact: info@mealmoment.app

**Jan 2025 TOC - MealMoment Platform Access Agreement
(July 24, 2024)**

Table of Contents

**1. Relationship with
MealMoment.....3**

1.1 Contracting Parties3

**1.2 Your Choice to Provide Delivery Services to Requesters and
Recipients.....4**

2. Our Platform.....	4
2.1 General.....	4
2.2 Compliance	5
2.3 Your Provision of Deliveries.....	5
2.4 Accessing our Platform.....	5
2.5 Background Checks and Licensing, Vehicle Standards.....	6
2.6 Accepting Delivery Requests and Delivering.....	7
2.7 Use of MealMoment Branded Materials.....	8
2.8 Crashes, Criminal Offenses, and Other Compliance Obligations.....	9
2.9 Ratings.....	9

2.10 Location Based Technology Services; Communication

Consents.....10

2.11 Submitting Requester

Receipts.....10

3. Insurance.....10

3.1 Deliveries Using Your

Vehicle.....10

3.2 Other Deliveries.....11

3.3 Insurance for Goods Being

Transported.....11

4. Payments.....11

4.1 Instant Pay.....11

4.2 Payment Terms and

Methods.....12

5. Term and Termination; Effect;

Survival.....12

5.1 Term.....	12
5.2 Termination by You.....	12
5.3 Deactivation.....	12
5.4 Effect of Termination and Survival.....	13
6. Disclaimers.....	13
7. Information.....	14
8. Confidentiality.....	14
8.1 Confidential Information.....	14
8.2 Obligations.....	14
8.3 Remedies.....	15
9. Intellectual Property.....	15

10. Third-Party Services.....	16
11. Termination of Prior Agreements.....	16
11.1 Prior PAA.....	16
11.2 Other Agreements.....	16
12. Miscellaneous.....	16
12.1 Modification.....	16
12.2 Severability.....	17
12.3 Assignment.....	17
12.4 Conflicts.....	17
12.5 Interpretation.....	17
12.6 Notice.....	17
12.7 Governing Law.....	17

12.8 Entire Agreement.....	17
12.9 No Incorporation.....	18
12.10 Existing Documents.....	18
12.11 Questions.....	18
13. Arbitration Provision.....	18
13.1 How This Arbitration Provision Applies.....	18
13.2 Limitations on How This Arbitration Applies.....	19
13.3 Governing Rules, Starting The Arbitration, and Selecting The Arbitrator.....	21
13.4 Class Action Waiver.....	26

13.5 Representative Action

Waiver.....27

13.6 Paying for the

Arbitration.....28

13.7 The Arbitration Hearing and

Award.....29

13.8 Your Right to Opt-Out Of This Arbitration

Provision.....30

13.9 Enforcement of Arbitration

Provision.....30

Platform Access Agreement

Updated as of July 24, 2024

This Platform Access Agreement (this "PAA") is by and among you and your company/business ("you") and MealMoment Logistics, LLC, a subsidiary of MealMoment Technologies, Inc. ("MealMoment"). This PAA governs your access to our Platform (defined below) which facilitates your provision of the services described in Section 2.1 below to parties seeking such services ("Requesters") in order to send items to certain parties ("Recipients"). For the sake of clarity and depending on the context, references to "we," "our" and "us" may also refer to MealMoment.

Access to our technology platform includes access to our technology application (the "Driver App") that, amongst other things, connects you with Requesters and Recipients;

as well as websites and all other associated services, including payment and support services, provided by MealMoment, its affiliates or third parties (collectively, our "Platform").

MealMoment has its own driver sites where drivers can serve as delivery partners. The platform provides dedicated driver portals where individuals can sign up, manage their profiles, and accept delivery opportunities based on their preferred zip code areas.

Your access to our Platform is also governed by the applicable terms found on our website, including without limitation, the Community Guidelines, Referral Policies, other applicable MealMoment standards and policies (including, without limitation, MealMoment's safety standards and accessibility policies) and, except as provided in Section 11.9 below, any other agreements you have with us (including those related to how you choose to interact with our Platform, the services you choose to provide and where you chose to provide them) (collectively with this PAA, this "Agreement"), which are incorporated by reference into this Agreement. By accepting this Agreement, you confirm that you have read, understand and accept the provisions of this Agreement and intend to be bound by this Agreement. This Agreement is effective as of the date and time you accept it.

1. Relationship with MealMoment

1.1. Contracting Parties.

The relationship between the parties is solely as independent business enterprises, each of whom operates a separate and distinct business enterprise that provides a service outside the usual course of business of the other. This is not an employment agreement and you are not an employee. You confirm the existence and nature of that contractual relationship each time you access our Platform. We are not hiring or engaging you to provide any service; you are engaging us to provide you access to our Platform. Nothing in this Agreement creates, will create, or is intended to create, any employment, partnership, joint venture, franchise or sales representative relationship between you and us. You have no authority to make or accept any offers or representations on our behalf. You are not our agent and you have no authority to act on behalf of MealMoment.

1.2. Your Choice to Provide Delivery Services to Requesters and Recipients.

We do not, and have no right to, direct or control you. Subject to Platform availability, you decide when, where and whether (a) you want to offer delivery services facilitated by our Platform and (b) you want to accept, decline, or ignore a Delivery (defined below) request; provided, in each case, that you agree not to discriminate against any potential Requester or Recipient in violation of the Requirements (defined below). MealMoment drivers can choose to pick up orders based on their preferred zip code area. Subject to your compliance with this Agreement, you are not required to accept any minimum number of Delivery requests in order to access our Platform and it is entirely your choice whether to provide delivery services to Requesters directly, using our Platform, or using any other method to connect with Requesters, including, but not limited to other platforms and applications in addition to, or instead of, ours. You understand, however, that the experiences Requesters and Recipients have with your Deliveries, as determined by Requester or Recipient input, may affect your ability to access our Platform or provide Deliveries.

2. Our Platform

2.1. General.

While using our Driver App, you may receive lead generation and other technology-based services that enable those operating independent business enterprises like you to provide delivery services to Requesters ("Deliveries"), including, as applicable, the delivery of alcoholic items from Requesters to Recipients ("Alcohol Deliveries") or the delivery of other items, which may be subject to regulatory requirements, safety standards or are otherwise restricted by MealMoment ("Restricted Items" and "Restricted Items Deliveries"), and if applicable, return of items to the Requester on behalf of the Requester and/or Recipient ("Returns"), as well as any other service(s) to or on behalf of Requesters ("Additional Services"), which may include, but are not limited to, ordering and selecting items ("Ordering Services"), or purchasing items, including, as applicable, submitting a copy of the itemized Requester transaction receipt or return receipt ("Payment Services"), any of these Additional Services which may be provided individually or jointly. All references to Deliveries or Delivery in this PAA or any applicable fare addendum will include Deliveries and, as applicable, Additional Services, Alcohol Deliveries, Restricted Items Deliveries or Returns, which may be provided individually or jointly. Further, references to Delivery or Deliveries, particularly in Section 4 of this PAA or any applicable fare addendum, shall include an instance of providing Deliveries, Additional Services, Alcohol Deliveries, Restricted Items Deliveries, or Returns, each of which may be provided individually or jointly. Subject to the terms and conditions of this

Agreement, MealMoment hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use our Platform (including the Driver App) solely for the purpose of providing Deliveries and accessing services associated with providing Deliveries.

2.2. Compliance.

You are responsible for identifying, understanding, and complying with (i) all laws (including, but not limited to, the Americans with Disabilities Act and applicable laws governing your collection, use, disclosure, security, processing and transfer of data), rules and regulations that apply to your provision of Deliveries (including whether you are permitted to provide delivery services at all) in the jurisdiction(s) in which you operate (your "Region") and (ii) this Agreement (collectively, the "Requirements"). Subject to applicable law, you are responsible for identifying and obtaining any required license (including driver's license), permit, or registration required to provide Deliveries. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, your ability to access and use our Platform is at all times subject to your compliance with the Requirements. You agree not to access or attempt to access our Platform if you are not in compliance with the Requirements.

2.3. Your Provision of Deliveries.

You represent, warrant and covenant that (a) you have all the necessary expertise and experience to provide Deliveries in compliance with the Requirements and standards applicable to the delivery industry, including if applicable any additional Requirements related to the handling, transportation, and delivery of alcohol or other items; (b) your access and use of our Platform, and provision of delivery service, in your Region is permitted by the Requirements (including any age requirements); (c) all such access and use of our Platform will be in compliance with the Requirements; (d) you will return any undeliverable item to the pickup location, if required by the Requester, or take other reasonable actions to safeguard the item until it can be returned to the Requester; (e) you will collect the signature and/or verify the identity of the Recipient, if required by law or the Requester; (f) you have all applicable permits, certifications, registrations and licenses necessary for your vehicle and or person to complete Alcohol Deliveries; and (g) you are familiar with all applicable local, state, and federal laws, including not limited to laws requiring the verification of a Recipient's age and sobriety. You are responsible for, and bear all costs of, providing all equipment, tools and other materials that you deem necessary or advisable and are solely responsible for any obligations or liabilities arising from the Deliveries you provide.

2.4. Accessing our Platform.

(a) To provide Deliveries you must create and register an account. All information you provide to us must be accurate, current and complete and you will maintain the accuracy and completeness of such information during the term of this Agreement. Unless otherwise permitted by us in writing, you agree to only possess one account for providing Deliveries. You are responsible for all activity conducted on your account. For account security, as well as Requester and Recipient safety purposes, you agree not to share or allow anyone to use your login credentials or other personal information used in connection with your account, including but not limited to photos of yourself, to access our Platform. If you think anyone has obtained improper access to your account, login credentials or personal information, you are required to notify us and to change your password immediately so that we may take appropriate steps to secure your account. You agree that we are not responsible for any losses arising from your sharing of account credentials with a third party, including without limitation phishing. You can contact info@mealmoment.app for more information about securing your account.

(b) You represent, warrant and covenant that you have all required authority to accept and be bound by this Agreement. If you are accepting this Agreement on behalf of your company, entity, or organization, you represent and warrant that you are an authorized representative of that company, entity, or organization with the authority to bind such party to this Agreement.

2.5. Background Checks and Licensing, Vehicle Standards.

(a) During your account creation and registration, we will collect, and may verify, certain information about you and the vehicle(s) you use to provide Deliveries ("your vehicle").

(b) You will also be required to pass various background, driving record and other checks both prior to the first time you access our Platform and from time to time thereafter during the term of this Agreement; these checks may be facilitated by third parties. You hereby authorize and instruct us to provide copies of such checks to insurance companies, relevant regulators and/or other governmental authorities as needed for safety or other reasons, as described in our Privacy Notice.

(c) You agree that your vehicle will be properly registered, licensed and suitable to provide Deliveries in your Region. You represent that at all times during the provision of any Deliveries your vehicle will be in your lawful possession with valid authority to use your vehicle to provide Deliveries in your Region. You agree that your vehicle will be in

safe operating condition, consistent with safety and maintenance standards for a vehicle of its type in the delivery industry. You agree to monitor for and repair any parts that are recalled by your vehicle's manufacturer (as well as anything else the Requirements applicable to your particular Region may require).

2.6. Accepting Delivery Requests and Delivering.

(a) Delivery requests may appear in the Driver App and you may attempt to accept, decline or ignore them. MealMoment allows drivers to filter delivery requests by zip code, enabling them to pick up orders within their preferred geographic areas. Accepting a Delivery request creates a direct business relationship (and for Delivery requests including the provision of Additional Services, accepting such request creates a direct agency relationship) between you and your Requester in accordance with the terms of the delivery service the Requester has requested through our Platform. The mechanism for accepting or declining Delivery requests may vary depending on your location and the type of Delivery request you accept. You acknowledge upon acceptance of a Delivery request, you may incur MealMoment fees as described in an applicable fare addendum to this PAA.

(b) You will choose the most effective, efficient, and safe manner to reach the destinations associated with a Delivery, provided however that if applicable, for Alcohol and Restricted Items Deliveries, at all times, you are responsible for complying with all federal, state and local laws, regulations and obligations about the mode of transportation and any routes you take, including not traveling through dry counties when delivering alcoholic items. Any navigational directions offered in the Driver App are offered for your convenience only; you have no obligation to follow such navigational directions. Further, for the provision of Additional Services, you acknowledge and agree that all orders and purchases must be pre-authorized by the Recipient, and in the case of a discrepancy between the Requester availability and the Recipient's pre-authorized item selection for Ordering Services, you will obtain the Recipient's approval before making any modifications or updates. You acknowledge and agree that you may be required to reimburse the Requester for any invalid or unauthorized transaction.

(c) You may receive Requester and Recipient information, including, but not limited to, approximate pickup and dropoff location, and you agree that the Requester and Recipient, and other parties designated by the Requester to track Deliveries, may also be given identifying information about you, including your first name, photo, location, vehicle information, and certain other information you have voluntarily provided through

the Driver App (collectively, "User Information"). Without a Requester's or Recipient's consent, you agree to not contact any Requester or Recipient or otherwise use any of the Requester's or Recipient's User Information, including any photos or information obtained from the Recipient's ID, except solely in connection with the applicable Delivery. You agree to treat all User Information as Confidential Information (defined below) received by you under this Agreement. You acknowledge that your violation of your confidentiality obligations may also violate certain laws and could result in civil or criminal penalties.

(d) You acknowledge and agree that: (i) your Additional Services, whether provided individually or jointly, will only be provisioned as pre-authorized by the Requester; and (ii) you take possession of the items on behalf of the Recipient when you receive the items from or return the items to the Requester.

(e) You agree not to tamper with the items, including, but not limited to opening the packaging. You also agree not to tamper with the Restricted and alcoholic items, including, but not limited to, opening the bottle(s), taking off or ripping any labeling adhered to the alcoholic item(s), or opening the packaging.

(f) You understand that you are required by law, and under MealMoment's Community Guidelines, not to deliver alcohol to anyone (1) who does not present a valid government-issued photo ID showing they are 21 or older, (2) who appears intoxicated, and/or (3) is not present to accept delivery in person. You also understand that in some Regions or for certain Deliveries the name of the Recipient must match the name on the valid government-issued ID and Recipient's signature may be required (the "Verification Requirements"). You recognize that failing to comply with the Verification Requirements may result in criminal penalties and you losing access to our Platform to provide Deliveries. Notwithstanding Section 2.3, if you otherwise determine such Delivery cannot be delivered to the Recipient in compliance with the Verification Requirements, you agree to return the items to the Requester and at the Requester's expense. With respect to Alcohol Deliveries, if the Delivery Recipient does not have a valid government-issued photo ID showing they are 21 or older, if the Delivery Recipient appears intoxicated, if no Delivery Recipient is present to accept delivery in person, or if you otherwise determine such Alcohol Delivery order cannot be delivered to the Delivery Recipient compliantly, you agree to return the alcoholic items back to the Requester and at the Requester's expense. With respect to Restricted Items Deliveries, you understand you may need to take additional steps to comply with requirements for delivery that may include the Verification Requirements. You agree to return the Restricted Items back to the Requester and at the Requester's expense in instances in which the delivery cannot be fulfilled, or when applicable.

(g) With respect to certain Deliveries (including, but not limited to, Alcohol Delivery and Restricted Items Deliveries), the Driver App may contain additional screens to help you comply with applicable laws and regulations. You agree to follow the in-app steps and agree that completing the steps as indicated may be required to complete the Delivery in accordance with local law.

2.7. Use of MealMoment Branded Materials.

(a) Except to the extent necessary to comply with applicable law, you are not required to use, wear or display MealMoment's name or logo on your vehicle or clothing, or to use signaling lights, stickers, decals, or other such materials displaying MealMoment's name or logo (collectively "MealMoment Branded Materials").

(b) Your authorized display of MealMoment Branded Materials may signify to Requesters and Recipients that your delivery services are facilitated by our Platform. MealMoment grants you a limited license to use, wear, or display MealMoment Branded Materials provided directly to you by MealMoment ("Authorized MealMoment Branded Materials") when providing Deliveries solely for the purpose of identifying yourself and your vehicle to Requesters and Recipients as someone selling delivery services facilitated by our Platform. You agree not to (i) use, wear, or display MealMoment-Branded Materials that are not Authorized MealMoment Branded Materials, (ii) purchase, accept, offer to sell, sell or otherwise transfer MealMoment Branded Materials that are not Authorized MealMoment Branded Materials, or (iii) offer to sell or sell, or otherwise transfer Authorized MealMoment Branded Materials, without our prior written permission, or (iv) display MealMoment Branded Materials when you are not accessing the Platform.

(c) The parties expressly agree that your access to, or use of, MealMoment Branded Materials, whether or not authorized, does not indicate an employment or other similar relationship between you and us. You further agree not to represent yourself as our employee, representative or agent for any purpose or otherwise misrepresent your relationship with us.

(d) You agree to destroy and discard any MealMoment Branded Materials if your account is deactivated and/or if you lose access to the Platform.

2.8. Crashes, Criminal Offenses, and Other Compliance Obligations.

For the purpose of assisting us with our compliance and insurance obligations, you agree to notify us within 24 hours and provide us with all reasonable information

relating to any incident (including any crash involving your vehicle) that occurs during your provision of a Delivery and you agree to cooperate with any investigation and attempted resolution of such incident. Additionally, you agree to notify us within 24 hours if you are arrested for, charged with, or convicted of a criminal offense for Platform eligibility consideration. Notifications can be sent to info@mealmoment.app.

2.9. Ratings.

The Requester and Recipient may be asked to comment on your services, and you may be asked to comment on the Requester and Recipient. These comments can include ratings and other feedback (collectively, "Ratings"), which we ask all parties to provide in good faith. Ratings are not confidential and you hereby authorize our use, distribution and display of your Ratings (and Ratings about you) as provided in our Privacy Notice, without attribution or further approval. We have no obligation to verify Ratings or their accuracy, and may remove them from our Platform in accordance with the standards in our Community Guidelines. You can find out more about Ratings and how they may affect your ability to access our Platform by visiting our website.

2.10. Location Based Technology Services; Communication Consents.

(a) Your device geo-location information is required for the proper functioning of our Platform, and you agree to not take any action to manipulate or falsify your device geo-location. You further agree that we may obtain your geo-location information. MealMoment uses zip code-based location services to match drivers with delivery opportunities in their preferred areas. To facilitate delivery of items, we may share your User Information, including but not limited to your first and last name, photo, car make and model, license plate number, and location with third parties, including Requesters, Recipients, other parties designated by the Requesters to track Deliveries, or others described in our Privacy Notice. We may not and will not use this information to attempt to supervise, direct, or control you or your provision of Deliveries.

(b) You agree that we may contact you by email, telephone or text message (including by an automatic telephone dialing system) at any of the phone numbers provided by you, or on your behalf, in connection with your account. You also understand that you may opt out of receiving text messages from us at any time, either by replying "STOP" or by contacting us at info@mealmoment.app. Notwithstanding the foregoing, we may also contact you by any of the above means, including by SMS, in case of suspected fraud or unlawful activity by you or on your account.

2.11. Submitting Requester Receipts.

As part of your provision of Additional Services and Returns, you understand and agree that you shall timely submit a valid copy of the itemized Requester receipt evidencing the amount spent for the items pre-authorized by the Requester and confirm prices, or, if available from the Requestor, the itemized receipt evidencing the amount refunded for returned items, in the Driver App or as otherwise indicated by MealMoment. You acknowledge and agree that in the event of an invalid receipt submission, you may be required to reimburse Requester. We will provide you notice electronically of any material changes to this obligation.

3. Insurance

3.1. Deliveries Using Your Vehicle.

If you provide Deliveries using a vehicle, the obligations in this Section 3.1 shall apply.

(a) You will maintain automobile liability insurance on your vehicle that provides protection against bodily injury and property damage to third parties and injuries to yourself (if required) at coverage levels that satisfy the minimum requirements to operate a vehicle on public roads wherever you use your vehicle. You must be listed as an insured or a driver on your automobile liability insurance. You will provide us with a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for your policy, as well as copies of the same upon renewal. You will notify us in writing immediately if the policy you have is canceled.

(b) You understand that while you are providing Deliveries your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for you or a third-party. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility to resolve them with your insurer.

(c) You will maintain workers' compensation insurance if it is required by applicable law. If allowed by applicable law, you can insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance (and it is at your own risk if you decide not to).

(d) We may, in our sole discretion, choose to maintain auto insurance on your behalf related to your Deliveries, but we are not required to provide you with any specific coverage for loss to you or your vehicle, unless we specifically describe it in an addendum to this PAA. We can change, reduce or cancel insurance that is maintained by us, if any, at any time without notice to you or authorization from you.

3.2. Other Deliveries.

If you tell us that you will use a bicycle or other non-motor vehicle mode of transport for Deliveries, but then use an automobile or other motorized device that is considered a motor vehicle, we will not maintain any form of insurance on your behalf and you will be responsible for reimbursing us for any amounts that we are found liable for in respect to your use of such automobile or other motorized device.

3.3. Insurance for the Goods Being Transported.

You acknowledge and understand that we will not maintain, nor do we have any obligation to maintain, insurance coverage or other protection for you and/or the owner of the goods for loss, theft, or damage caused by third-parties to the goods being transported.

4. Payments

4.1. Instant Pay.

(a) Eligibility for Instant Pay. You must have a valid and active debit card issued in your name to use Instant Pay. Your ability to use Instant Pay is dependent upon your debit card's acceptance of fast funds; not all debit cards are eligible to accept fast funds, and the card's issuing bank may choose at any time to disable the acceptance of fast funds or enable restrictions. Certain users may not be eligible for Instant Pay, including users that access our vehicle solutions programs and those who are subject to garnishments. Your use of Instant Pay may be subject to additional restrictions and fees; more information may be found on our Instant Pay website.

(b) Availability of Instant Pay. We are not able to ensure that all payments are deposited instantly. The speed at which you receive payments will depend on your bank and other factors. If your bank rejects a payment, or it fails in our system, the entire amount available for cashout in your account will be routed to your regular bank account, and

you will receive the payment typically 1-3 business days later. Any Instant Pay funds not cashed out by 4AM (Local time) on Mondays, or the time we identify, which may be subject to change, will be routed to your regular bank account. If you do not have access to Instant Pay, you will continue to receive payments as described in this addendum via direct deposit, provided we have your correct banking information. We are not responsible for any fees from your bank in association with your use of Instant Pay. We reserve the right to block access to Instant Pay at any time for any reason, including for improper use of our Platform, account investigation, deactivation, or further review of Deliveries completed.

(c) Third-Party Provider. The Instant Pay functionality is facilitated by a third-party provider of payments services. By using Instant Pay, you are subject to any additional terms and conditions for payment imposed by the third-party provider, which we recommend you review.

4.2. Payment Terms and Methods.

Payment terms, fare calculations and payment methods are described in a separate fare addendum, which shall form part of this Agreement.

5. Term and Termination; Effect; Survival

5.1. Term.

This Agreement is effective as of the date and time you accept it and will continue until terminated by you or us.

5.2. Termination by You.

You may terminate this Agreement (a) without cause at any time upon seven (7) days' prior written notice to MealMoment; and (b) immediately, without notice for MealMoment's violation or alleged violation of a material provision of this Agreement. You can find out more about how to delete your account by contacting info@mealmoment.app.

5.3. Deactivation.

You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference, such as the Community Guidelines) (any of the foregoing, a "Material Breach or Violation"). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred.

5.4. Effect of Termination and Survival.

Upon termination, each party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination. Once the Agreement is terminated you will no longer access our Platform to provide Deliveries. You agree to use commercially reasonable efforts to return any MealMoment Branded Materials, but excluding promotional materials or purchased items, to a MealMoment location or destroy them. Sections 1, 2.7, 2.10(b), 4, 5.4, 6-9, 11 and 12 shall survive any termination or expiration of this Agreement.

6. DISCLAIMERS

6.1.

WE PROVIDE OUR PLATFORM AND ANY ADDITIONAL PRODUCTS OR SERVICES "AS IS" AND "AS AVAILABLE," WITHOUT GUARANTEE OR WARRANTY OF ANY KIND, AND YOUR ACCESS TO OUR PLATFORM IS NOT GUARANTEED TO RESULT IN ANY DELIVERY REQUESTS. WE DO NOT WARRANT THAT OUR PLATFORM WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS, THAT ANY DEFECTS WILL BE CORRECTED, THAT OUR TECHNOLOGY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS OR LOSSES RESULTING FROM SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT YOUR ACCESS TO OUR PLATFORM.

6.2.

WE PROVIDE LEAD GENERATION AND RELATED SERVICES ONLY, AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE REQUESTERS OR RECIPIENTS WHO MAY REQUEST OR ACTUALLY RECEIVE DELIVERIES FROM YOU. WE DO NOT SCREEN OR EVALUATE THESE REQUESTERS. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SAFETY, SECURITY, AND NON-INFRINGEMENT. WE EXCLUDE ALL WARRANTIES TO THE EXTENT THOSE REGULATIONS ALLOW.

6.3.

IF A DISPUTE ARISES BETWEEN YOU AND YOUR REQUESTERS OR ANY OTHER THIRD-PARTY, YOU RELEASE US FROM LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

6.4.

WE MAY USE ALGORITHMS IN AN ATTEMPT TO FACILITATE DELIVERIES AND IMPROVE THE EXPERIENCE OF USERS AND THE SECURITY AND SAFETY OF OUR PLATFORM; ANY SUCH USE DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

7. Information

We may collect and disclose information from or about you when you create an account, interact with our Platform or provide Deliveries and as otherwise described in our Privacy Notice. Notwithstanding anything herein to the contrary (a) the collection, use, and disclosure of such information will be made in accordance with our Privacy Notice and (b) if you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with, or related to, us or our Platform, we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

8. Confidentiality

8.1. Confidential Information.

Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party or third parties ("Confidential Information"). Confidential Information includes User Information and the volume of delivery services, marketing and business plans, business, financial, technical, operational and such other, non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential. Confidential Information does not include any information that: (a) was in the receiving party's lawful possession prior to the disclosure, as clearly and convincingly corroborated by written records, and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (b) is lawfully disclosed to the receiving party by a third party without actual, implied or intended restriction on disclosure through the chain of possession, or (c) is independently developed by the receiving party without the use of or access to the Confidential Information, as clearly and convincingly corroborated by written records.

8.2. Obligations.

Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third-party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform their obligations under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party; subject to applicable law and our internal record-keeping requirements.

8.3. Remedies.

The unauthorized use or disclosure of any Confidential Information would cause irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, the parties have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Confidential Information disclosed by the

other party, in addition to any other rights or remedies described in Section 12, applicable law or otherwise.

9. Intellectual Property

We reserve all rights not expressly granted in this Agreement. The Driver App, our Platform, and all data gathered through our Platform, including all intellectual property rights therein (the "Platform IP"), are and remain our property and/or that of our licensors, as applicable. Neither this Agreement nor your use of MealMoment's or our licensors' company names, logos, products or service names, trademarks, service marks, trade dress, other indicia of ownership, or copyrights ("MealMoment Names, Marks, or Works") or the Platform IP conveys or grants to you any rights in or related to the Platform IP, or related intellectual property rights, including MealMoment's Names, Marks, or Works, except for the limited license granted above. You shall not, and shall not allow any other party to: (a) license, sublicense, copy, modify, distribute, create, sell, resell, transfer, or lease any part of the Platform IP or Authorized MealMoment-Branded Materials; (b) reverse engineer or attempt to extract the source code of our software, except as allowed under law; (c) use, display, or manipulate any of MealMoment Names, Marks, or Works for any purpose other than to provide Deliveries; (d) create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include MealMoment Names, Marks, or Works or any confusingly or substantially similar mark, name, title, or work; (e) use MealMoment Names, Marks, or Works as your social media profile picture or wallpaper; (f) purchase keywords (including, but not limited to Google AdWords) that contain any MealMoment Names, Marks, or Works; (g) apply to register, reference, use, copy, and/or claim ownership in MealMoment's Names, Marks, or Works, or in any confusingly or substantially similar name, mark, title, or work, in any manner for any purposes, alone or in combination with other letters, punctuation, words, symbols, designs, and/or any creative works, except as may be permitted in the limited license granted above; (h) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of our Platform or data; or (i) aggregate our data with competitors'.

10. Third-Party Services

From time to time we may permit third parties to offer their services to users of our Platform. Third-party services may be subject to additional terms (including pricing) that

apply between you and the party(ies) providing such services. If you choose to access the third-party services you understand that the providers of the third-party services are solely responsible for liabilities arising in connection with the access and use of such third-party services. While we may allow users to access such services through our Platform and we may collect information about our users' use of such services, we may not investigate, monitor or check such third-party services for accuracy or completeness.

11. Termination of Prior Agreements

11.1. Prior PAA.

This Section 11 only applies if you were a party to an effective platform access agreement (a "Prior Agreement") with MealMoment immediately prior to your acceptance of this Agreement. Except as provided in Sections 11.2 and 13 below, you and MealMoment hereby terminate your Prior Agreement (except as provided in the survival provision of such agreement) and the Deprecated Documents (defined below) (collectively, "Prior Documents"), effective as of your acceptance of this Agreement. The parties, respectively, hereby waive any applicable notice requirements with respect to their termination of the Prior Documents.

11.2. Other Agreements.

Notwithstanding the termination of your Prior Documents, you hereby (a) ratify, assume and confirm your obligations under any supplements or addenda, except those that are no longer required by the Requirements or applicable to your provision of Delivery Services ("Deprecated Documents"), accepted in connection with your Prior Agreement that are not expressly superseded by this PAA or documents accepted in connection with the acceptance of this PAA, with such changes as may be required to effectuate the foregoing ("Continuing Documents") and (b) acknowledge and agree that as of your acceptance of this Agreement such Continuing Documents are incorporated by reference and form a part of this Agreement. We hereby ratify, assume and confirm our obligations under such Continuing Documents. For the avoidance of doubt, as applicable, the definition of Continuing Documents this shall include any addenda related to the provision of Additional Services.

12. Miscellaneous

12.1. Modification.

You will only be bound by modifications or supplements to this PAA on your acceptance, but if you do not agree to them, you may not be allowed to access our Platform. Such modifications or supplements may be provided to you only via electronic means. From time to time we may modify information hyperlinked in this PAA (or the addresses where such information may be found) and such modifications shall be effective when posted.

12.2. Severability.

Invalidity of any provision of this Agreement does not affect the rest of this Agreement. The parties shall replace the invalid or non-binding provision with provision(s) that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

12.3. Assignment.

We may freely assign or transfer this Agreement or any of our rights or obligations in them, in whole or in part, without your prior consent. You agree not to assign this Agreement, in whole or in part, without our prior written consent, and any attempted assignment without such consent is void.

12.4. Conflicts.

Except with respect to the Arbitration Provision, if there is a conflict between this PAA and any supplemental terms between you and us, those supplemental terms will prevail with respect to the specific conflict if explicitly provided therein, and is in addition to, and a part of, this Agreement.

12.5. Interpretation.

In this Agreement, "including" and "include" mean "including, but not limited to."

12.6. Notice.

Except as explicitly stated otherwise, any notices to us shall be given by certified mail, postage prepaid and return receipt requested to MealMoment Technologies Inc., Attn:

Legal Department, or by email to info@mealmoment.app. All notices to you may be provided electronically including through our Platform or by other means.

12.7. Governing Law.

Except as specifically provided in this PAA, this PAA is governed by the applicable law of the state where you reside (or where your entity is domiciled) when you accepted this PAA (the "Governing Law"). The Governing Law shall apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction. MealMoment currently only operates in the United States of America.

12.8. Entire Agreement.

Except as specifically set forth in Section 11.4 or the Arbitration Provision, this Agreement constitutes the entire agreement and understanding with respect to the subject matter expressly contemplated herein and therein, and supersedes all prior or contemporaneous agreements or undertakings on this subject matter.

12.9. No Incorporation.

Notwithstanding anything herein to the contrary, no agreement, term or other provision relating to your indemnification obligations to us will be considered incorporated by reference, or otherwise a part of, this Agreement.

12.10. Existing Documents.

Defined terms in documents accepted in connection with your acceptance of this Agreement that reference a Technology Services Agreement shall be deemed amended to reference analogous terms defined in this Agreement, including by replacing the term "Technology Services Agreement" with "Platform Access Agreement".

12.11. Questions.

If you have questions about our Platform, you may contact us by emailing info@mealmoment.app.

13. Arbitration Provision

IMPORTANT: PLEASE REVIEW THIS ARBITRATION PROVISION CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION, EXCEPT AS PROVIDED BELOW. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS BELOW.

13.1. How This Arbitration Provision Applies.

(a) This Arbitration Provision is a contract governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce, and you agree that this is not a contract of employment involving any class of workers engaged in foreign or interstate commerce within the meaning of Section 1 of the Federal Arbitration Act. If notwithstanding the foregoing, the Federal Arbitration Act does not apply to this Arbitration Provision, the law pertaining to arbitration agreements of the state where you reside when you entered into this Agreement shall apply. Except as it otherwise provides, this Arbitration Provision applies to any legal dispute, past, present or future, arising out of or related to your relationship with us or relationship with any of our agents, employees, executives, officers, investors, shareholders, affiliates, successors, assigns, subsidiaries, or parent companies (each of which may enforce this Arbitration Provision as third party beneficiaries), and termination of that relationship, and survives after the relationship terminates.

(b) This Arbitration Provision applies to all claims whether brought by you or us, except as provided below. This Arbitration Provision requires all such claims to be resolved only by an arbitrator through final and binding individual arbitration and not by way of court or jury trial.

(c) Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to disputes between you and us, or between you and any other entity or individual, arising out of or related to your application for and use of an account to use our Platform and Driver App, the Deliveries that you provide, background checks, your privacy, your contractual relationship with us or the termination of that relationship, the nature of your relationship with us (including, but not limited to, any claim that you are our employee), trade secrets, workplace safety and health, unfair competition, compensation, minimum wage, expense reimbursement, overtime, breaks and rest periods, retaliation, discrimination, or harassment, and claims arising under the Telephone Consumer Protection Act, Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Fair Labor Standards Act, and all other federal, state or local statutory, common law

and legal claims arising out of or relating to your relationship with us or the termination of that relationship.

13.2. Limitations On How This Arbitration Provision Applies.

(a) To the extent required by applicable law not preempted by the Federal Arbitration Act, nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs.

(b) Where you allege claims of sexual assault or sexual harassment, you may elect to bring those claims on an individual basis in a court of competent jurisdiction instead of arbitration.

(c) To the extent an Act of Congress or applicable federal law not preempted by the Federal Arbitration Act provides that a particular claim or dispute may not be subject to arbitration, such claim or dispute is excluded from the coverage of this Arbitration Provision.

13.3. Governing Rules, Starting The Arbitration, And Selecting The Arbitrator.

(a) For claims involving use of the Platform and Driver App in California: The ADR Services, Inc. Arbitration Rules ("ADR Rules") will apply to arbitration under this Arbitration Provision.

(b) For claims involving use of the Platform and Driver App outside California: The parties shall be required to meet and confer to select a neutral arbitration provider with operations in the state in which the dispute arises.

(c) Prior to commencing arbitration, the party bringing the claim must first demand arbitration in writing. Any demand for arbitration made to us shall be sent to MealMoment Technologies, Inc., Attn: Legal Department, or by email to info@mealmoment.app.

(d) The parties agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before the arbitration demand is submitted, the party bringing the claim shall first attempt to informally negotiate with the other party for a period of 60 days.

13.4. Class Action Waiver.

Both MealMoment and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a class, collective, coordinated, or consolidated basis on behalf of others.

13.5. Representative Action Waiver.

Both MealMoment and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a representative basis, including but not limited to claims brought under any state's Private Attorneys General Act.

13.6. Paying For The Arbitration.

Each party will pay the fees for its own attorneys and any costs that are common to both court and arbitration proceedings, subject to any remedies to which that party may later be entitled under applicable law. In all cases where required by applicable law, we will pay the arbitrator's fees.

13.7. The Arbitration Hearing And Award.

The arbitrator may award any party any remedy to which that party is entitled under applicable law. The arbitrator shall apply applicable controlling law and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

13.8. Your Right To Opt Out Of This Arbitration Provision.

Agreeing to this Arbitration Provision is not a mandatory condition of your contractual relationship with us. If you do not want to be subject to this Arbitration Provision, you may opt out of this Arbitration Provision. To do so, within 30 days of the date that this Agreement is electronically accepted by you, you must send an electronic email from the email address associated with your driver account to optout@mealmoment.app, stating your intent to opt out of this Arbitration Provision, as well as your name, the phone number associated with your driver account, and the city in which you reside.

13.9. Enforcement of This Arbitration Provision.

You have the right to consult with counsel of your choice concerning this Arbitration Provision and to be represented by counsel at any stage during the arbitration process. This Arbitration Provision will survive the termination of your relationship with us.

By clicking "Yes, I agree," I expressly acknowledge that I have read, understood, and considered the consequences of this Agreement, that I agree to be bound by the terms of this Agreement, and that I am legally competent to enter into this Agreement with MealMoment.

For translated versions, contact: info@mealmoment.app

© 2026 MealMoment Technologies Inc. All rights reserved.

Contact: info@mealmoment.app