**FRANCHISE DISCLOSURE DOCUMENT**

Delivery.com Franchising, LLC
a Delaware limited liability company
~~3001 S. Lamar Boulevard, Suite 102~~
~~Austin, TX 78704~~
55 Water Street, 28th Floor
New York, NY 10041
Telephone: (800) 709-7191
E-mail: franchising@delivery.com
Website: www.delivery.com

Delivery.com Franchising, LLC d/b/a Delivery.com offers a franchise opportunity to establish a business to recruit merchants and deliver prepared food and other goods and services to residential and corporate customers.

**New Franchise:**

The total investment necessary to begin operation of a new Delivery.com franchise is $59,750-$91,100. This includes $30,000 that must be paid to the franchisor or affiliate.

**Conversion Franchise:**

The total investment necessary to begin operation of an existing similar business converted to a Delivery.com franchise is $30,500- $63,100. This includes $0 that must be paid to the franchisor or affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Vice President of Market Sales at Delivery.com Franchising, LLC, ~~3001 S. Lamar Boulevard, Suite 102, Austin, TX 78704~~55 Water Street, 28th Floor, New York, NY 10041; 800-709-7191; franchising@delivery.com.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise¸” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agency about them.

Issuance date: ~~April 30, 2020~~June 24, 2021.

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

| QUESTION | WHERE TO FIND INFORMATION |
|---|---|
| **How much can I earn?** | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits F and G. |
| **How much will I need to invest?** | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| **Does the franchisor have the financial ability to provide support to my business?** | Item 21 or Exhibit H includes financial statements. Review these statements carefully. |
| **Is the franchise system stable, growing, or shrinking?** | Item 20 summarizes the recent history of the number of company-owned and franchised outlets |
| **Will my business be the only Delivery.com business in the area?** | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| **Does the franchisor have a troubled legal history?** | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| **What's it like to be a Delivery.com franchisee?** | Item 20 or Exhibits F and G lists current and former franchisees. You can contact them to ask about their experiences. |
| **What else should I know?** | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

## What You Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees**. You may have to pay royalties and other fees even if you are losing money.

**Business model can change**. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions**. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions**. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor**. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal**. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends**. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

## Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit J.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in ~~Texas~~New York. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in ~~Texas~~New York than in your own state.

2. **Financial Condition**. The franchisor's financial condition, as reflected in its Financial Statements (Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. **Limited Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

4. **Unregistered Trademark**. The primary trademark that you will use in your business is not Federally Registered. If the franchisor's right to use this trademark in your area in challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

## MICHIGAN ADDENDUM
## TO THE DISCLOSURE DOCUMENT

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:**

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo type, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards; (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor; (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

**THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

**DELIVERY.COM**
**FRANCHISE DISCLOSURE DOCUMENT**

**TABLE OF CONTENTS**



**Exhibits**

# ITEM 1
# THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, the terms “we,” “us,” or “our” refer to Delivery.com Franchising, LLC, the Franchisor. The terms “you” or “your” refers to the person or entity that buys this franchise, including any guarantors. All capitalized terms in this Disclosure Document have the same meaning as found in the Franchise Agreement attached as Exhibit B.

## The Franchisor

The franchisor is Delivery.com Franchising, LLC. We maintain our principal place of business at ~~3001 S. Lamar Boulevard, Suite 102, Austin, TX 78704~~55 Water Street, 28th Floor, New York, NY 10041.

We are a Delaware limited liability company formed on June 6, 2019. We conduct business as “Delivery.com” and “Delivery.com Franchising.” We do not currently conduct business under any other names, but we may do so in the future.

We began offering franchises in August 2019 as “Delivery.com.” Many of our franchisees operated as “Mr. Delivery” but have converted to “Delivery.com~~.“~~.” We do not operate a business of the type being franchised.

Exhibit J contains our agents for service of process.

## Our Parents

We have a parent company, Delivery.com, LLC, a Delaware limited liability company (“Delivery.com”), with a principal place of business at 55 Water Street, 28th Floor, New York, NY, 10041, that, since 2004, operates an e-commerce marketplace that enables consumers and corporate customers to order online from their favorite restaurants and other local businesses. Delivery.com will make this e-commerce solution available to franchisees for them to list local businesses online~~,~~ and will be where customers in each franchisee’s market will place orders for pickup and delivery with local businesses. Delivery.com will also provide logistics software to franchisees. Delivery.com has never offered franchises in this or any line of business.

We have an indirect parent company, Cantor Fitzgerald, L.P., a Delaware limited partnership (“Cantor Fitzgerald”), with a principal business address of 499 Park Avenue, New York, NY 10022. Cantor Fitzgerald does not operate a business of the type franchised here, has never offered franchises in this or any line of business, and does not offer products or services to our franchisees.

## Predecessors

We have two predecessors, S2YD Franchising, LLC d/b/a Mr. Delivery (“Mr. Delivery”), a Florida limited liability company, and Straight2YourDoor LLC, a Texas limited liability company (“S2YD Texas”). Mr. Delivery’s and S2YD Texas’ principal business address ~~is~~was 3001 S. Lamar Boulevard, Suite 102, Austin, TX 78704.

On July 29, 2019, we and our affiliate, DDCAC, LLC, completed the acquisition of certain of the assets of Mr. Delivery and S2YD Texas. As a result of such transaction, we acquired all of the active franchise agreements, and certain related documents, of Mr. Delivery as of such date.

Mr. Delivery offered franchises in the same line of business as the franchise offered here from 2012 through April 2019. Mr. Delivery has not operated a business of the type being franchised here and has not offered franchises in any other line of business.

S2YD Texas operated a business of the type being franchised here from 2008 – 2012. S2YD Texas also operated, through separate limited liability companies, a business of the type being franchised here from 2012 through February 2020. S2YD Texas has not offered franchises in this or any line of business.

**Affiliates**

We have an affiliate, Straight 2 Your Door South Africa Proprietary Limited ("S2YD South Africa"), a Republic of South Africa private company, which was formed on September 9, 2016, and has a principal business address of 23 Belmont Road, Tannery Office Park, Rondebosch, South Africa 7700. S2YD South Africa operates the call center providing customer service and delivery driver determinations for franchisees. S2YD South Africa has never offered franchises in any line of business. S2YD South Africa is owned by DDCAC, LLC.

We have an affiliate, DDCAC, LLC, a Delaware limited liability company, which is a holding company and wholly-owned subsidiary of Delivery.com. DDCAC, LLC was formed on May 13, 2013 and has a principal business address of 499 Park Avenue, New York, NY 10022. DDCAC, LLC does not operate a business of the type franchised here, has never offered franchises in any line of business, and does not provide products or services to our franchisees.

Otherwise, neither we nor our affiliates have offered franchises in any line of business or provide products or services to franchisees of this franchise offering.

**The Franchise Offered**

We offer a franchise opportunity to establish a business to recruit merchants and deliver prepared food and other goods and services to residential and corporate customers (a "Delivery.com Business"). You will derive revenue from negotiating a percentage of gross food sold with merchants as well as from delivery and processing fees from Orders placed by customers from merchants in your APR. We also offer our franchise network a full-scale customer support team and operations center. Our goal is to remove the technological and operational barriers of running their business, so market operators can focus on engaging local merchants, customers, and drivers.

Conversion Agreement

We may enter into an agreement (a "Conversion Agreement") with owners of independent businesses that provide delivery services similar to a Delivery.com Business to convert their existing business to a Delivery.com Business (a "Converted Delivery.com Business"). The owners of the Converted Delivery.com Business will be required to sign the Conversion Agreement as well as the Franchise Agreement as disclosed in this Disclosure Document. Because the owner of such business is already operating a delivery service business similar to a Delivery.com Business, the initial franchise fee is waived for a Converted Delivery.com Business.

**Industry–Specific Regulations**

Your business may be subject to various federal, state, and local laws and regulations. In some states, drivers may be required to obtain liquor licenses to deliver alcoholic beverages and in some states such deliveries may be prohibited.  Drivers will need to comply with local driver license and insurance requirements.  You should investigate the application of these laws further.

**Market & Competition**

The market for these services is developing and highly competitive.  You will provide your services to individuals and businesses.  Sales are year-round but may vary in certain seasons.  For example, in locations with an increase in population during the summer holiday season, business may increase then.

You can expect to compete in your market with locally owned, regional, and national restaurant and product delivery companies providing food and other delivery services directly to consumers and businesses.  Food and other product delivery service businesses compete based on many factors, such as convenience, variety or offerings, price, customer service, technology, billing procedures, and marketing programs.

## ITEM 2
## BUSINESS EXPERIENCE

**Chief Executive Officer:  Jed Kleckner**

Mr. Kleckner has served as our Chief Executive Officer since June 6, 2019.  Mr. Kleckner is also the CEO of Delivery.com, our affiliate, which he has been since April 2009.

**Vice President of Market Sales:  Cecil Laurence Levine**

Mr. Levine has served as our Vice President of Market Sales since July 2019.  Mr. Levine served as Chief Executive Officer of S2YD Franchising, LLC and Straight2YourDoor, LLC, from October 2011 to July 2019.  From May 1992 to December 2012, Mr. Levine served as the Chief Executive Officer and founder of Mr. Delivery (Proprietary), Ltd. located in Sea Point, South Africa.

**Vice President of Market Sales:  Jason Moldoff**

Mr. Moldoff has served as our Vice President of Market Sales since July 2019.  Mr. Moldoff served as Chief Operating Officer of S2YD Franchising, LLC and Straight2YourDoor, LLC, from October 2011 to July 2019.  Mr. Moldoff was also the founder and Chief Executive Officer of S2YD Texas and its predecessor company from January 2006 to February 2011.

**Chief Business Officer:  Nathaniel Brogadir**

Mr. Brogadir has served as our Chief Business Officer since June 2019. Mr. Brogadir is also the Chief Business Officer of our affiliate, Delivery.com. He joined Delivery.com in June 2017. From September 2015 to June 2017, Mr. Brogadir was the Director of Business Development for Criteo/Hooklogic in New York, New York. From March 2014 to June 2015, Mr. Brogadir was the Director of Post Road Capital in Westport, Connecticut.

# ITEM 3
# LITIGATION

**Litigation Against Franchisees in the Last Fiscal Year**

Suits to Enforce System Standards

*Delivery.com Franchising, LLC v. Rick Robins*, Case No. 1:30-cv-20752-JEM (S.D. Fla. 2020).
*Delivery.com Franchising, LLC v. Patrick Moore*, Case No. 1-20-cv-20766 (S.D. Fla. 2020).

Other than the foregoing, no litigation is required to be disclosed in this Item.

# ITEM 4
# BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

# ITEM 5
# INITIAL FEES

**Initial Franchise Fee**

You must pay us an initial franchise fee of $30,000 to operate a Delivery.com Business. The initial franchise fee is due to us in full when you return to us signed copies of your franchise agreement. The initial franchise fee is fully earned and nonrefundable upon your signing of the franchise agreement and receipt of the funds by us.

If you already operate a delivery business and would like to convert it to a Delivery.com Business, we will waive the initial franchise fee, subject to the terms and conditions stated in the conversion agreement, attached as Exhibit C.

We disclose financing terms in Item 10.

# ITEM 6
# OTHER FEES

| **Type of Fee** (Note 1) | **Amount** (Note 2) | **Due Date** | **Remarks** |
|---|---|---|---|
| Delivery Processing Fee | $3.50 per Order ($2.99 per Order under the Conversion Agreement) | Monday and Thursday of each Week (or next business day if Monday or Thursday, as applicable is a federal holiday) | Applies to Orders placed with or facilitated by the Delivery.com Business in your APR that are dispatched to your drivers. |

| Type of Fee (Note 1) | Amount (Note 2) | Due Date | Remarks |
|---|---|---|---|
| Menu Processing Fee | $0.75 per Order | Monday and Thursday of each Week (or next business day if Monday or Thursday, as applicable is a federal holiday) | Applies to Orders placed with or facilitated by the Delivery.com Business in your APR that are fulfilled (and delivered) by the business providing the product or service. |
| Carryout Processing Fee | $0.75 per Order | Monday and Thursday of each Week (or next business day if Monday or Thursday, as applicable is a federal holiday) | Applies to Orders placed with or facilitated by the Delivery.com Business in your APR where customers pick-up the Order at the location of the business providing the product or service. |
| Corporate Account Processing Fee | 15% of the total "Order Subtotal" | Monday and Thursday of each Week (or next business day if Monday or Thursday, as applicable is a federal holiday) | Applies to Orders in your APR by a Corporate Account client regardless of whether delivery is facilitated by you, the merchant, or picked-up. "Order Subtotal" includes the customer's online shopping cart of the total price (i.e., before discounts and promotions) of all items ordered by the customer, exclusive of any tax, tips, and delivery or processing fee charges (but including convenience or similar charges and fees) to the customer. |
| Monthly Subscription Fee | $500 per Month (or $250 per Month under the Conversion Agreement) | The first Thursday of each Month. | You must pay to us a monthly fee for use of the franchise system. |
| Credit Card Processing and Related Fees | Actual amount incurred on the transaction, currently 2.75% times Credit Card Order Amount, plus $.25 per Order | Monday and Thursday of each Week (or next business day if Monday or Thursday, as applicable is a federal holiday) | You must pay to us or we will retain from any amounts for Orders collected on behalf of the Delivery.com Business the then current credit card processing fees in connection with credit card processing for such Order. |

| Type of Fee (Note 1) | Amount (Note 2) | Due Date | Remarks |
|---|---|---|---|
| Customer Refunds | The amount of any fee we refund to a customer | At time of payment | If you do not resolve a customer complaint and we believe a reasonable basis exists for a refund and/or additional credit to the customer, we may make the refund and/or credit and bill you. You agree to pay the charges. Such amount may exceed the total amount of a customer's purchase. |
| Failed Payment Fee | $2.00 per failed attempt | On demand | In the event that a payment we attempted to make to you fails, including because any of the information you provided to us is incomplete, inaccurate or untrue, you shall promptly pay us a fee per failed payment attempt |
| Interest on Overdue Amounts (Note 3) | 1.5% per month (or maximum rate permitted by law, if less than 1.5%) | On demand | Only due if you don't pay us the amounts you owe on time. Unpaid interest charges compound annually. |
| Taxes | Actual amount incurred by us | On demand | If any taxes are imposed on us due to your operation of the Delivery.com Business. |
| Early Termination Fee | Varies | On demand | If you fail to complete the applicable Term, as partial damages, you agree to pay us the sum of the total average monthly Order Processing Fees paid during your last fiscal year or partial year plus the monthly subscription fee, the total of which shall be multiplied by the number of the months remaining on the applicable Term. |
| Violation Fee | $50 per violation | On demand | You agree to pay $50 per instance of non-compliance with the Franchise Agreement or system requirements. |
| Transfer Fee | $2,500 | At time of transfer | Applies to any Transfer of the Franchise Agreement or the franchisee entity party to the Franchise Agreement. However, no fee is due if the Franchise Agreement is transferred from an individual to a business entity owned by the same owners with the same ownership percentages. |

| **Type of Fee** (Note 1) | **Amount** (Note 2) | **Due Date** | **Remarks** |
|---|---|---|---|
| Training Fee | Our Training Fee is currently $195 per person per day plus our out–of–pocket expenses | On demand | We may require you (or the Operating Principal, if you are a corporation or other entity), and a manager of the Delivery.com Business to successfully complete additional training courses during the term of the Franchise Agreement if we feel that additional training is merited |
| Annual Conference Fee | Up to $495 per person. | Before attending | If we have an annual conference, we may charge an attendance fee |
| Supplier Testing | $100 per hour plus out of pocket costs | On demand | If you propose a new supplier of products or equipment, then we will inspect the supplier or test the supplier's products or equipment |
| Cost to Obtain Insurance | Cost of obtaining insurance on your behalf plus our actual costs incurred | On demand | If you fail to obtain and maintain insurance coverage as required under the Franchise Agreement, and/or the Manual we have the right, but not the obligation, to obtain the required insurance on your behalf. |
| Temporary Management of the Delivery.com Business | Our costs and expenses in conducting Management on your behalf | On demand | If we must enter and operate and manage your Delivery.com Business on your behalf because (a) you abandon or fail, or threaten to abandon or fail, to actively operate the Delivery.com Business for three or more consecutive days; (b) in our reasonable judgment the Delivery.com Business is in imminent risk of closure due to your financial condition or otherwise; (c) you fail to complete scheduled Deliveries or services for clients or customers; or (d) upon death or incapacity of the Operating Principal, or an owner of a controlling interest in you resulting, in our opinion, in your diminished capacity to properly operate the Delivery.com Business. |
| Payment to Vendors | Cost to Restaurants | On demand | If you fail to pay a restaurant, other merchant, vendor, or supplier, we may, but are not obligated to, step in and pay all or any portion of the payment. Then we will invoice you for reimbursement. |

| **Type of Fee** (Note 1) | **Amount** (Note 2) | **Due Date** | **Remarks** |
|---|---|---|---|
| Audit Costs | All costs and expenses associated with the audit, including reasonable accounting and legal costs. | On demand | Payable only if we audit your Delivery.com Business because you did not submit sales statements or keep books and records, or if you underreport your sales or underpay your royalties by 2% or more. Also applicable if we exercise the Call. |
| Grand Opening | $10,000 | As incurred | You agree to spend these sums pursuant to our guidelines to promote the opening of your Delivery.com Business. |
| Special Promotions | Varies | As incurred | You agree to bear your own costs of participating locally in such promotions. |
| Disgorgement Fee | Varies | As incurred | You shall promptly disgorge any and all revenue earned by you or any of your employees or agents arising from the use, development, marketing, sale, implementation or exploitation of any portion of the Confidential Information or breach of your confidentiality duties. |
| Defense Expenses | Defense expenses, including attorney fees | On demand | If you have not used the Marks in accordance with this Agreement and our other written instructions, then we will still defend you, but at your expense, against such third-party claims, suits, or demands; and you agree to pay all of our expenses (including but not limited to attorney fees). |

| Type of Fee (Note 1) | Amount (Note 2) | Due Date | Remarks |
| --- | --- | --- | --- |
| Indemnification | Our actual loss incurred | At the time of loss | You agree to indemnify us for any Losses caused by any breach of the franchise agreement, by you or anyone else in the operation of the Delivery.com Business; use of the System or Marks or for any errors or defects with content provided by you to us.<br><br>Including any costs to investigate, prepare for, defend against, or settle any commenced or threatened litigation, arbitration, proceeding, or claim made by, on behalf of, or relating to any of your Personnel. |
| Costs and Attorney Fees | All costs and expenses, including attorney fees | On demand | You agree to reimburse us for all expenses we reasonably incur (including attorney fees): (a) to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners; and (b) in the defense of any claim you and/or the Owners assert against us on which we substantially prevail. |

Notes:

1. All fees are payable to us or our affiliates and are non-refundable. The fees in the table above are normally uniformly imposed but, in some instances, depending upon particular circumstances, we may waive or modify certain fees.

2. We have the right to adjust, for inflation, all fixed dollar amounts under the Franchise Agreement once a year. The term "Index" means the Consumer Price Index (1982 84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics ("BLS"). If at any time the BLS no longer publishes the Index, then we have the right to designate a reasonable alternative measure of inflation to determine the Index.

3. The highest interest rate allowed by law in California is 10% annually.

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## ITEM 7
## ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

### NEW FRANCHISE

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|---|
| | Low | High | | | |
| Initial Franchise Fee (Note 1) | $30,000 | $30,000 | Lump sum | When you sign Franchise Agreement | Us |
| Rent and security deposit (Note 2) | $0 | $5,000 | Lump sum | Prior to opening/ monthly | Landlord |
| Supplies and Inventory (Note 3) | $300 | $600 | As incurred | Prior to opening | Suppliers |
| Uniforms (Note 4) | $200 | $1,000 | As incurred | Prior to opening | Suppliers |
| Travel and Accommodations for Training (Note 5) | $500 | $5,000 | As incurred | During training | Suppliers |
| Insurance (Note 6) | $2,000 | $3,000 | As incurred | As incurred | Insurance company |
| Business Licenses (Note 7) | $50 | $500 | Lump sum | As incurred | Governmental Authorities |
| Professional Fees (Note 8) | $2,000 | $5,000 | As incurred | As incurred | Outside Professionals |
| Computer Hardware and Software (Note 9) | $2,500 | $3,000 | Lump sum | Prior to Opening | Suppliers |
| Vehicle (Note 10) | $1,000 | $2,000 | As incurred | Monthly | Third Parties |
| Vehicle Accessories, Topper, and Wrap (Note 11) | $1,000 | $5,000 | Lump Sum | Prior to Opening | Suppliers |
| Grand Opening Marketing (Note 12) | $10,000 | $15,000 | As incurred | Prior to opening | Suppliers, Media |

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|---|
| | Low | High | | | |
| New Restaurant Kits | $200 | $1,000 | As incurred | As incurred | Approved Vendor |
| Additional Funds (3 months) (Note 13) | $10,000 | $15,000 | As incurred | As incurred | Utilities, Wages, etc. |
| Total Estimated Initial Investment (Note 14) | $59,750 | $91,100 | | | |

**CONVERSION**

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|---|
| | Low | High | | | |
| Initial Franchise Fee (Note 1) | $0 | $0 | Lump sum | When you sign Franchise Agreement | Us |
| Rent and security deposit (Note 2) | $0 | $5,000 | Lump sum | Prior to opening/ monthly | Landlord |
| Supplies and Inventory (Note 3) | $300 | $600 | As incurred | Prior to opening | Suppliers |
| Uniforms (Note 4) | $200 | $1,000 | As incurred | Prior to opening | Suppliers |
| Travel and Accommodations for Training (Note 5) | $500 | $5,000 | As incurred | During training | Suppliers |
| Insurance (Note 6) | $2,000 | $3,000 | As incurred | As incurred | Insurance companies |
| Business Licenses (Note 7) | $0 | $500 | Lump sum | As incurred | Governmental Authorities |
| Professional Fees (Note 8) | $2,000 | $5,000 | As incurred | As incurred | Outside Professionals |
| Computer Hardware and Software (Note 9) | $2,500 | $3,000 | Lump sum | Prior to Opening | Suppliers |

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|---|
| | Low | High | | | |
| Vehicle (Note 10) | $1,000 | $2,000 | As incurred | Monthly | Third Parties |
| Vehicle Accessories, Topper, and Wrap (Note 11) | $1,000 | $5,000 | Lump sum | Prior to Opening | Suppliers |
| Grand Opening Marketing (Note 12) | $10,000 | $15,000 | As incurred | Prior to opening | Suppliers, Media |
| New Restaurant Kits | $1,000 | $3,000 | As incurred | As incurred | Approved Vendor |
| Additional Funds (3 months) (Note 13) | $10,000 | $15,000 | As incurred | As incurred | Utilities, Wages, etc. |
| Total Estimated Initial Investment (Note 14) | $30,500 | $63,100 | | | |

**Notes Applicable to Both Tables:**

None of the fees or costs estimated in this Item 7 are refundable except to the extent that you can negotiate a refund with vendors. Payments to us are not refundable.

Notes:

(1) Initial Franchise Fee. We will finance up to half of the $30,000 initial franchise fee, or $15,000. You must put down $15,000. The annual interest rate is 12% per annum with a repayment term of 24 months, making your monthly payment approximately $706.10.

If you are purchasing a Delivery.com Business as part of the Delivery.com Franchising conversion program described in Item 1, then your initial franchise fee will be waived. See Item 5.

(2) Rent and Security Deposit. You are not required under the Franchise Agreement to lease or rent an office for your Delivery.com Business. You may run your Delivery.com Business from your home or another location that you may wish to use for that purpose. You do not have to lease separate space to operate the Delivery.com Business, and we assume that you will not do so. If you wish to rent or purchase office space, then you will incur rental, furniture, buildout, and utility costs for the leased space.

(3) Supplies and Inventory. This amount is for supplies and inventory for retail sales to consumers and recruiting merchants. We estimate that the range given will be sufficient to cover initial supplies of and inventory for the initial phase of operation of the Delivery.com Business.

(4) Uniforms. You will incur costs for driver uniforms.

(5) Travel and Accommodations for Training. The estimate for Travel and Accommodations for Training is based upon the cost of food, travel, and lodging for two people for travel. The cost you incur will vary depending upon factors such as whether the training is done in person or virtually, the distance traveled, mode of transportation, travel preferences (such as air travel or ground transportation), nature of accommodations, *per diem* expenses actually incurred, and if any persons in addition to the two required will attend training.

(6) Insurance. The estimate is for the annual premium for the policies required under the Franchise Agreement. You must obtain the insurance as described in Item 8.

(7) Business Licenses. The estimate is for certain business licenses that you will need to obtain to operate the Delivery.com Business, including state incorporation, state franchise taxes, food handling/delivery licenses, and state and local permits. Your actual costs may vary depending upon the location of the Delivery.com Business, and the licenses and permits needed in that jurisdiction. The $0 cost of a business license assumes you are converting a currently licensed business.

(8) Professional Fees. These are the costs you will incur to engage an attorney or accountant to assist with your franchise purchase and entity formation.

(9) Computer Hardware and Software. You must use computer hardware and software as we may specify, which we describe in Item 11 below.

(10) Vehicle. You will need a vehicle with a professional appearance to operate the Delivery.com Business. The dollar figures in the table above assume that you own a vehicle already or will finance the purchase or lease of a vehicle. If you purchase a vehicle for cash, you will incur a higher cost.

(11) Vehicle Accessories, Topper, and Wrap. You may want to use a vehicle topper and accessories and/or wrap your car, which must be done pursuant to our specifications. You will need to purchase supplies for the cars of your drivers.

(12) Grand Opening Marketing. You agree to spend these sums to promote the opening of your Delivery.com Business pursuant to our specifications.

(13) Additional Funds. You will need additional capital to support on–going expenses, such as the Monthly Subscription Fee, payroll, utilities, and other miscellaneous expenses. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on–going expenses for the start–up phase of the business, which we calculate to be three months. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during this start–up phase or after. Our estimate is based on our experience with our company owned Delivery.com Business.

(14) Total Estimated Initial Investment. You should review these figures carefully on your own with a business advisor of your choosing, before making any decision to purchase the franchise. You should take into account the cash outlays and probable losses that you may incur while you are trying to get established. Extensive start–up costs may be involved, depending upon your circumstances.

## ITEM 8
## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased:

*Advertising and Branded Marketing Materials.*

You must purchase all advertising and branded marketing materials from us, an affiliate, or a vendor we designate or approve, or subject our specification.

*Computers and Software.*

You must use any computer hardware and software that we specify. You must use our software platform for the listing of all merchants and for managing all delivery orders.

*Insurance.*

You must maintain in full force and effect the types of insurance and the minimum policy limits we periodically specify in the Manual. Currently, we require you to obtain the following insurance policies:

- Comprehensive general liability insurance, written on an occurrence basis, extended to include contractual liability, products and completed operations, and personal and advertising injury, with a combined bodily injury and property damage limit of not less than $2,000,000 in the aggregate and $1,000,000 per occurrence;

- Automobile liability insurance, including coverage of vehicles hired and/or not owned by you, but used by personnel in connection with the Delivery.com Business, with a combination of primary and excess limits of not less than $1,000,000;

- All other insurance required by the state or locality in which the Delivery.com Business is operated in such amounts as required by statute; and

- Any other insurance coverage as we may reasonably require.

The insurance policy or policies must protect you, us, and our respective past, present and future officers, directors, owners, employees, servants, representatives, consultants, attorneys, and agents.

You must name Delivery.com Franchising, LLC and certain of our affiliates and each of our and their respective employees, officers, directors, partners, members, shareholders and agents and others as their interest may appear on a primary, noncontributory basis as an additional insured on these policies and send proof of same to us. The policies must include a waiver of subrogation and provide for at least 30 days' notice to you and us before any cancellation or material change to coverage. Certificates of insurance must be sent in upon annual expiration date. If you suffer a loss to your franchise, such as fire or theft, you are required to use the insurance proceeds to replace or repair the premises or property damaged or lost. If you fail to obtain and maintain insurance coverage as required by the Franchise Agreement and/or the Manual, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus our actual expenses incurred for our services in procuring the insurance.

*New Restaurant Kit.*

You must purchase a New Restaurant Kit from an approved vendor for each new restaurant that you sign up.

*Supplies and Inventory.*

You must purchase supplies and inventory pursuant to our specifications, which may include a vendor designation.

*Uniforms.*

You must purchase uniforms from our designated vendor or pursuant to our specifications.

*Vehicle Accessories, Topper, and Wrap.*

You may want to use vehicle accessories and toppers on your vehicle, which must be done pursuant to our specifications, which may include a vendor designation. If you wrap your vehicle, you must do so pursuant to our specifications. You will need to purchase supplies for the cars of your drivers pursuant to our specifications.

Whether we or our Affiliates are Approved Suppliers:

We are currently an approved supplier of advertising and promotional materials but not the only approved supplier of such items.

Officer Interests in Suppliers:

Our Chief Business Officer, Nathaniel Brogadir, owns an interest in our parent, Delivery.com.

Alternative Suppliers:

We do not maintain written criteria for approving suppliers and thus these criteria are not available to you or your proposed supplier. We do permit you to contract with alternative suppliers if approved by us and they meet our criteria. We charge $100/hour plus our out of pocket costs incurred to test another supplier that you propose. If you wish to propose to us another supplier, you may submit the proposed supplier that you wish for us to consider in writing. We will examine the quality of the items and the supplier's ability to supply a sufficient quantity in a timely way with good customer service to determine whether to consider adding the supplier to our list of approved vendors. We will notify you within 60 days if we approve or disapprove of an alternative supplier. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications:

We issue and modify specifications and standards to franchisees or approved suppliers through our Manual or through informational bulletins we issue from time to time.

Revenue from Required Purchases:

We may derive revenue or other material consideration from required purchases or leases by you.

During our last fiscal year ~~end~~ending December 31, 2020, we derived approximately $~~5,032.50~~33,192.32 in revenue from the sale or lease of products or services to franchisees. This revenue represents 0.~~7~~01% of our total revenue of $~~676,821~~3,438,360 in 2021.

Required Purchases as a Proportion of Costs:

We estimate that required purchases described above will be approximately 70-90% of all purchases and leases by you of goods and services to establish a franchise and approximately 40-70%of your operating costs.

Supplier Payments to Us:

Designated suppliers may make payments to us from franchisee purchases.

In our last fiscal year, we did not receive any supplier rebates.

Purchasing or Distribution Cooperatives:

Currently, we do not have any purchasing or distribution cooperatives.

Purchase arrangements:

We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees.

Material Benefits:

We do not provide material benefits to you based on your use of a particular supplier. However, when your franchise is up for renewal, to continue your franchise rights, we require you to be in compliance with your franchise agreement, which includes compliance with any supplier standards that are contained in our Manual.

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## ITEM 9
## FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.**

| | Obligation | Section(s) in Agreement | Disclosure Document Item |
|---|---|---|---|
| a | Site selection and acquisition/lease | Not applicable | 7 and 11 |
| b | Pre-opening purchases/leases | 7 | 7 and 8 |
| c | Site development and other pre-opening requirements | Not applicable | 7 and 11 |
| d | Initial and ongoing training | 6 | 11 |
| e | Opening | 5 | 11 |
| f | Fees | 4, 6, 7, 9, 10, 13, 16, 20, 21, and 28 | 5 and 6 |
| g | Compliance with standards and policies/operating manual | 7 and 11 | 11 |
| h | Trademarks and proprietary information | 10, 11, and 13 | 13 and 14 |
| i | Restrictions on products/services offered | 7.2 | 16 |
| j | Warranty and customer service requirements | 7.8 and 7.9 | 11 |
| k | Territorial development and sales quotas | 2.2 | 12 |
| l | Ongoing product/service purchases | 7.3 | 8 |
| m | Maintenance, appearance, and remodeling requirements | Not applicable | 8 |
| n | Insurance | 7.13 | 7 and 8 |
| o | Advertising | 10 | 6, 8, and 11 |
| p | Indemnification | 20 | 6 |
| q | Owner's participation/ management/staffing | 7.6 and 7.15 | 15 |
| r | Records/reports | 9 | 6 |
| s | Inspections/audits | 7.3, 7.11, and 9.3 | 6 and 11 |
| t | Transfer | 15 | 17 |
| u | Renewal | 3.2 | 17 |
| v | Post-termination obligations | 17 | 17 |
| w | Non-competition covenants | 18 | 17 |
| x | Dispute resolution | 28 | 17 |
| y | Taxes/permits | 4.10, 7.12 | 1 |

| Obligation | Section(s) in Agreement | Disclosure Document Item |
|---|---|---|
| z Other: Personal Guarantee | 31 | 15 |

## ITEM 10
## FINANCING

We offer the following financing program:

| | |
|---|---|
| Item Financed | Initial Franchise Fee |
| Source of Financing | Us |
| Down Payment | Minimum of 50% |
| Amount Financed | Up to 50% |
| Interest Rate/Finance Charge | 12% per annum (including finance charges) |
| Period of Repayment | 24 months |
| Security Required | None |
| Whether a Person Other than the Franchisee Must Personally Guarantee the Debt | If the franchisee is an entity, its owners must personally guarantee the debt |
| Prepayment Penalty | None |
| Liability Upon Default | Interest rate increases to 18% per annum; accelerated obligation to pay the entire amount due, pay our court costs and attorney fees incurred in collecting the debt, and termination of the franchise. |
| Waiver of Defenses or Other Legal Rights | Waiver of presentment for payment, demand, notice of dishonor, protest, and notice of protest; waiver of all errors, defects and imperfections in any proceedings instituted by us; waiver of all laws exempting any property from execution; waiver of jury trial. |

Exhibit D contains the form of Promissory Note that you must sign for us to extend financing to you.

We do not guarantee your notes, leases, or obligations. We do not have any past or present practice to sell, assign or discount to any third party, any note, contract or other instrument signed by you, but we reserve the right to do so. We do not receive any direct or indirect payments or other consideration for placing financing.

## ITEM 11
## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

**Except as listed below, we are not required to provide you with any assistance.**

1) Pre–opening Obligations. Before you open your Delivery.com Business, we will:

   a) Provide to you our initial training program. (Franchise Agreement, Section 6.1).

   b) Allow you access, for the duration of the Franchise Agreement, to the Manual. (Franchise Agreement, Section 12).

2) It typically takes approximately 60 to 120 days between signing the Franchise Agreement and the opening of your Delivery.com Business. The time required to open may be affected by various factors including obtaining the minimum number of businesses from which to provide delivery services, hiring an adequate number of delivery drivers and personnel, completing training, meeting local ordinances or community requirements, and similar factors. You must have all necessary licenses, permits, and approvals, have hired and trained personnel, installed equipment, and otherwise implemented all components of the System before opening. You must be operational within six months of the date of the Franchise Agreement. (Franchise Agreement, Section 5).

3) <u>Continuing Obligations</u>: During your operation of the Delivery.com Business we will:

   a) operate, and you agree to use, a call center to receive customer information, schedule delivery orders and services, respond to inquiries from customers, and to provide customer service support (Franchise Agreement, Section 7.5).

   b) make available to you information about new developments, techniques, and improvements in the areas of operations, management, and marketing, to the same extent as we make the information available to other Delivery.com Business franchisees in good standing. (Franchise Agreement, Section 7.14).

   c) make available to you approved advertising and promotional materials, including signs, posters, collaterals, etc. that we have prepared. (Franchise Agreement, Section 10.3).

   d) make available to you additional training programs as we deem appropriate. (Franchise Agreement, Section 6.2).

<u>Site Selection and Time to Open</u>

Under the Franchise Agreement, you are not required to establish an office for the Delivery.com Business. You are responsible for obtaining at your own expense any zoning change, premises lease, license or permit needed to operate your Delivery.com Business and relevant to the location you select to operate your Delivery.com Business.

<u>Advertising Program</u>

We will provide you with general marketing guidelines for your local advertising. We recommend that you conduct advertising, promotions and public relations in the local market, or APR, surrounding your Delivery.com Business each month.

You agree to spend $10,000 on a grand opening marketing program for the Delivery.com Business during the first six months of operation. The grand opening program will use the marketing, advertising and public relations programs, media, and materials we have developed or approved and is separate from your other marketing and advertising requirements. We may require you to submit expenditure report(s) to us, accurately reflecting your grand opening marketing expenditures. (Franchise Agreement, Section 10.1).

Our local advertising requirement is what we consider to be minimally acceptable levels of expenditures for this type of promotion, and we strongly encourage you to consider spending more during the first year of your Delivery.com Business.

You agree to participate in all promotional programs that we create, offer, or advertise. (Franchise Agreement, Section 10.2.3). We may periodically require you to participate in and comply with special promotional activities for Delivery.com Businesses generally or in specific geographic areas or for specific types of venues. You must bear your own costs of participating locally in such promotions. (Franchise Agreement, Section 10.3).

We may also require you to display franchise brochures that we provide, at our cost, to solicit prospective franchisees. (Franchise Agreement, Section 10.2.6)

We are not required to spend any amount on advertising in the area or territory where your franchise is located.

Loyalty and Rewards Programs.

We have implemented a rewards program for Delivery.com customers. If you have a customer loyalty or reward program, we will convert your loyalty or reward program into the Delivery.com reward program. All redemptions of points or rewards by customers in your APR, whether earned prior to or after the date you become a franchisee, will be at your cost. We reserve the right to implement, cancel, modify, or amend such program in our sole judgement. (Franchise Agreement, Section 10.4)

Use of Your Own Advertising Material. If you wish to use your own advertising material, you shall submit to us for written approval all advertising and promotional material, including proposed signage and social media, prior to its use, at least 30 days prior to the proposed use of such advertising material or such shorter time period as we may agree. If our written approval is not received within 30 days, or such shorter time period we agree to, from the date we received the material, the material is deemed disapproved. (Franchise Agreement, Section 10.2.2). You may not use any plans or materials until we have approved them. Our approval does not (a) constitute a determination that the advertising, promotions, and marketing that you conduct complies with applicable laws and regulations or (b) provides assurance that such approved materials will be successful. You must consult your own advisors at your own expense.

You will promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us. (Franchise Agreement, Section 10.2.7).

You must include in all advertising and/or promotional material any toll-free number or Internet address we require. We may also require you to include generic language generally promoting Delivery.com franchise sales in any advertisements. (Franchise Agreement 10.2.6)

Your advertising and promotions shall be clear, factual, and not misleading and conducted in a dignified manner that looks favorably on us. (Franchise Agreement, Section 10.2.1) Your advertising must comply with applicable federal, state, and local laws. (Franchise Agreement, Section 10.2.4)

Private Online Sites. You may not maintain an independent website or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with your Delivery.com Business without our prior written approval. You must request and receive our prior written approval for the establishment of any Online Sites that relate in any manner to your Delivery.com Business or refer to the Marks. The term "Online Site" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, YouTube, Google My Business, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPhone, iPad or Android apps), and other applications, etc.). If we decide to grant our consent, we have the right to require that you adhere to certain standards concerning an Online Site. (Franchise Agreement 7.6)

*Advertising Fund and Program*

At this time, we do not maintain an advertising fund and are not obligated to conduct an advertising program. However, we maintain a website through which restaurant and other merchant menus are listed and customers may place orders.

*Advertising Council*

~~We are currently in the process of forming~~We formed a Franchise Advisory Council ("FAC") that will advise on operating and marketing matters. Members of the FAC will be selected by us based on criteria that are established in the FAC's By-Laws. The FAC serves in an advisory capacity only and does not have operational or decision-making power. We have the power to form, change, or dissolve the FAC.

*Advertising Cooperative*

You are not required to participate in a local or regional advertising cooperative.

Computer Systems

We require you to buy and maintain a laptop or desktop computer that can access an internet connection. We may also require you to purchase additional computer hardware and software to be used by your Delivery.com Business including: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at, between or among Delivery.com Businesses, and between and among your Delivery.com Business and us, our designee and/or you; (b) physical, electronic, and other security systems; (c) printers, smart phones, tablets and other peripheral devices; (d) archival back-up systems; and/or (e) internet access mode (for example, your telecommunications connection, such as broadband) and speed. We have the right to specify the brands, types, makes, and models of your desktop or laptop and peripheral devices. (Franchise Agreement, Section 8.1).

You must purchase, install, and use certain software required so that you can integrate your computer with the Call Center and other software and technology provided by us or an affiliate. This software will either be provided by us or an affiliate or must be purchased from third parties that we designate. The only other software that we require you to obtain and use is Microsoft's standard "Office" suite of operating software (including Word, Excel, etc.).

We estimate that the cost of purchasing or leasing these items will be $3,000. Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates. You must maintain your computer systems in good working order and must replace, update or upgrade your hardware and software systems as we require and there are no contractual limits on the frequency or cost of your obligations to obtain these upgrades. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts to your computer systems is approximately $1,000.

Independent Access to Information. We have and you are required to provide to us independent access to the information that will be generated or stored in your computer systems, which includes, but is not limited to, customer, merchant, transaction, and operational information. You must at all times give us unrestricted and independent electronic access to your computer systems and information and we have the right to download sales and other data from your computer system. There is no contractual limitation on our right to receive this information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Delivery.com Business and any other operations taking place through your Delivery.com Business. If, as part of a review of your business, we request a copy of any business records, you must send us at your expense these records within five business days of receiving our request. (Franchise Agreement, Section 7.11)

We have the right to share certain data maintained on your computer system with other franchisees and, in turn, we may share with you the same type of data of other franchisees.

Operations Manual

Exhibit I contains the Table of Contents to our Operations Manual ("Manual") along with the page count per chapter. The total page count of the Manual is ~~19~~29 pages.

Training

Before your Delivery.com Business opens, you (or the Operating Principal, if you are a corporation or other entity), and a manager of the Delivery.com Business (collectively, the "**Highly Trained Personnel**") must attend and successfully complete, to our satisfaction, the initial training program that we offer. For the purpose of the training paragraph, the "Operating Principal" must be a person who has an ownership interest in Franchisee. (Franchise Agreement, Section 6.1). We will determine the scope of the training that is required, and we may adjust the obligation to attend training, particularly in the case of a franchisee who executed the Conversion Agreement.

The Highly Trained Personnel must successfully complete the initial training program to our satisfaction before the Delivery.com Business begins operations. If, at the end of training, we feel that you are not at a satisfactory level to operate your Delivery.com Business, we may allow you to continue training at your expense. We alone have the right to judge whether a person has successfully completed training. We will provide instructors, facilities, and materials for the initial training programs at no charge, provided that all of your personnel are trained during the same training session. You will bear all expenses incurred in attending training, such as the costs of transportation, lodging, meals, wages, and worker's compensation insurance.

The subjects covered in the initial training program are described below.

**TRAINING PROGRAM**

| **Subject** | **Hours of Classroom Training** | **Hours of On-the-Job Training** | **Location** |
|---|---|---|---|
| Operations | 10 | 0 | Virtual |
| **Total** | **10** | **0** | |

The time periods allocated to the subjects listed above are approximations, and the time actually spent by you and your personnel may vary based on the experience and performance of those persons being trained. If you are a conversion franchisee, the time periods listed will typically be less. The instructional materials used in the initial training program will consist primarily of our Manual and handouts.

Training will be conducted virtually through video presentation or at other locations of our choosing, before you open. We conduct training as frequently as needed to accommodate the opening of new franchises. You must complete initial training within 90 days of signing the Franchise Agreement, unless we agree otherwise in writing.

~~The following instructors teach our initial training program, Cecil Laurence Levin, Jason Moldoff, and Jessica Tighe.~~ Our Vice President of Market Sales, ~~Cecil Laurence Levine~~Jason Moldoff teaches our initial training program. Jason Moldoff, has over ~~27~~15 years of experience in delivery services and ~~9~~10 years of experience with us or our predecessor. ~~Our Vice President of Market Sales, Jason Moldoff, has over 14 years of experience in delivery services and 9 years of experience with us or our predecessor.~~

~~Jessica Tighe has served as Director of Customer Service since November 2020. From January 2016 to November 2020, she was the Senior Director of Client Services for Strategic Financial Solutions in New York, NY. From October 2015 to January 2016, she was the Senior Director of Customer Service to Teq in Huntington, NY. Ms. Tighe has over 15 years in customer/client service and less than one year with us.~~

We may require you (or the Operating Principal) and the Highly Trained Personnel to successfully complete additional training courses during the term of the Franchise Agreement at a location that we specify (including an annual conference for franchisees in the System)if we feel additional training is merited. If we have an annual conference, we may charge an attendance fee up to $495 per person. We may also offer optional training programs. We may charge a training fee for additional training programs, whether mandatory or optional. Currently our training fee is $195 per person per day plus any out of pocket expenses

We have the right to specify training programs related to the System that you must conduct for your employees. After the Highly Trained Personnel have completed the initial training program, you may train your own personnel, using approved training materials. If we train your personnel, you are responsible for expenses incurred while they attend training, including salaries, benefits, travel, lodging, meals, and other related expenses. We reserve the right to charge you for training additional personnel. Currently our training fee is $195 per person per day plus any out of pocket expenses

## ITEM 12
## TERRITORY

Area of Primary Responsibility

Under the Franchise Agreement, we will grant you the right to operate your Delivery.com Business within an Area of Primary Responsibility ("APR") that we will describe in Appendix A to the Franchise Agreement. The size of the APR will vary depending on, among other things, the location in which you wish to serve as a franchisee. The size of the APR will be determined based on the number of households within the APR (which we will determine based on the most recently issued U.S. Census data). Typically, the number of households within an APR will range from 10,000 to 20,000, and the minimum APR granted under a Franchise Agreement will be an area containing 5,000 households. Factors that we will use in order to determine the APR include the current residential and employment population, business density, and growth profile of the populations within the territory, the competitive environment in that market, the geography of the market, and other factors that we will take into account.

You will operate the Delivery.com Business in the APR from a location you choose and may relocate your location without our approval. We would not normally approve the opening of additional outlets in your APR as the Delivery.com Business is offered through contacts made at restaurants and other local businesses and through a website and hence there would be no business reason to open additional outlets within an APR.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

If we or any affiliate does not have any existing operation in your APR, you will receive an exclusive territory within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks. In those instances where you receive an exclusive territory, continuation of territorial exclusivity does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no other circumstances that would permit us to modify your territorial rights.

However, if we or any affiliate has any existing operations in your APR, we or such affiliate may continue to operate such business and there are no restrictions on our or their ability to expand our existing operation in your APR or from soliciting or accepting orders from consumers inside your APR, using our principal trademarks, through any channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct sales.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

However, we will only solicit new merchants in your APR that do their own delivery or, if any new merchant that we sign up requires the provision of delivery services, we will first offer you the opportunity to provide such delivery services for a fee as we determine (and if you do not accept providing such delivery services, then we will be free to use any other party to do so). You will not be required to provide delivery services for any of our merchants in your APR. You will receive the applicable revenues for orders placed with restaurants or merchants on the Delivery.com website or app that you signed up and which are located within your APR. We will not pay compensation to you for orders placed with restaurants or merchants in your APR on the Delivery.com website or app that we or our affiliates signed up provided, however, if you provide delivery services for any of our merchants in your APR, then we will pay to you the delivery fees and tips from the Orders that you deliver and you will not owe us any Order Processing Fees for such Orders pursuant to Section 4.2. As an example, if a consumer places an order for $100, there is $5 of tax, and delivery fees and tip of $10, then we would receive the take rate on the $100 order, remit the remainder of the $100 plus the $5 in tax to the merchant and remit the $10 in delivery fees and tip to you.

There are no restrictions on our or our affiliates soliciting or accepting orders from consumers inside your APR, under trademarks different from the ones that you will use under the Franchise Agreement, through any channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct sales, and we and our affiliates are not obligated to pay compensation to you for soliciting or accepting such orders.

You may not provide delivery services for restaurants and service providers outside your APR; however, you may provide delivery services to a consumer located outside your APR if an order from such consumer is placed with a restaurant or other service provider located inside your APR.

You may not directly solicit or sign up restaurants or other service providers outside your APR, including through other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales. You may solicit restaurants and other service providers in your APR even if that restaurant or service provider has an outlet outside your APR. You may not directly solicit but may accept food and other orders from consumers outside your APR, including through other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, so long as the order is placed with a restaurant or other service provider located inside your APR. “Direct solicitation” includes solicitation in person, by telephone, by mail, by e-mail or other direct electronic messaging, or by distribution of brochures, business cards, coupons, or other materials.

You will receive credit for all sales placed on the Delivery.com website or app to restaurants and other service providers in your APR that you signed up. The revenue from restaurants and other service providers that deliver across territory boundaries will be credited based upon the location of the restaurant or service provider from which the customer order is placed. If the restaurant or service provider is in your APR, you will be credited for the revenue; if the restaurant or service provider is in the APR of another franchisee, the other franchisee will receive the revenue.

If any of your advertising within the APR is in media that will or may reach a significant number of persons outside of the APR, you must notify us in advance and obtain our consent. We may establish rules and policies from time to time regarding that advertising. For example, we may require that advertising that we have approved, in any medium, prominently feature only the toll-free telephone number of our Call Center.

We reserve the right to implement rules and procedures to govern cross-APR issues such as a customer in one APR ordering from a restaurant or other service provider in another APR and you agree to abide by those rules and procedures, which may include distribution of revenues among affected franchisees.

We reserve the right in the future to acquire, be acquired by, participate in a merger, or otherwise affiliate with a business that operates or franchises a business under a different trademark and that sells or will sell similar goods or services~~.~~

Major Accounts Program

**Major Merchant Accounts**

You acknowledge that we may negotiate certain select account arrangements with merchants who have locations in multiple franchisee territories (“**Major Merchant Accounts**”), including rates and services to be performed. You must provide delivery services for Major Merchant Account clients and businesses in your APR on our behalf, in accordance with the pricing and other terms that we negotiate with the Major Merchant Account client. There is no additional compensation paid to you or fees paid to us for providing services to a Major Merchant Account. You may not enter into any relationship with a Major Merchant Account client that we deem to conflict with the client’s Major Merchant Account arrangement with us. Certain Major Merchant Account clients may require that we provide additional volume rates or incentives, which we will negotiate with the client on a case-by-case basis.

**Corporate Account Program.**

You acknowledge that we may negotiate certain select account arrangements with corporate customers who require ordering or delivery services and who have locations in multiple franchisee territories (“**Corporate Account**”). You must provide delivery services to Corporate Accounts and businesses in your APR on our behalf, in accordance with the terms that we negotiate with the

Corporate Account client. You may not enter into any relationship with a Corporate Account client that we deem to conflict with the client's Corporate Account arrangement with us. You also must pay to us a Corporate Account Processing Fee.

[remainder of page intentionally left blank]

## ITEM 13
## TRADEMARKS

The Franchise Agreement licenses to you the right to use the following trademarks, service marks and logos registered with the U.S. Patent and Trademark Office ("USPTO") or based on common law rights, as applicable (collectively, hereinafter, the "Marks"):

| Mark | Principal or Supplemental Register of the USPTO | Registration/Serial Number | Registration Date |
|---|---|---|---|
| delivery.com | Not registered | N/A | N/A |
| d. | Principal | 4652752; 4652988; 4853754 | December 9, 2014; December 9, 2014; November 17, 2015 |
| YOUR NEIGHBORHOOD. DELIVERED. | Principal | 4625817; 5041373 | October 21, 2014; September 13, 2016 |
| CHARITY AT CHECKOUT | Principal | 4837010 | October 20, 2015 |

Under our prior corporate name, Delivery Concepts, LLC, on April 7, 2009, Delivery.com applied with the USPTO to register the trademark Delivery.com in standard characters. On June 24, 2009, the USPTO issued a non-final Office Action in which it preliminarily refused registration. Delivery.com elected not to reapply for Delivery.com as a trademark in standard characters.

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Delivery.com has filed all required USPTO affidavits and renewals for the Marks.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks consistent with the Franchise Agreement in any state. We are aware that other businesses around the country also use the term "delivery" as all or part of their trading name. We are not obligated to take any action with respect to these other users of the term "delivery."

With respect to the Marks, there are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect the Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in the Marks.

There are no other currently effective agreements that significantly limit our rights to use or license the use of the Marks.

You must promptly notify us in writing of any and all actual or threatened infringements, simulations, illegal use or unauthorized use of the Marks of which you become aware and if you learn of any claim for alleged infringement, unfair competition, or similar claims about the Marks. We may, but are not required to, take affirmative action when notified of any such uses or claims. We have the sole and exclusive right to control over any action, administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to a claim, or an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

We may, in our sole discretion, discontinue or modify our Marks. You must adopt and use any new marks as required by us. Any expenses you incur because of adopting and using such marks are your responsibility.

## ITEM 14
## PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own or license any patents material to the franchise. We own copyrights in our Manual, programs, software, marketing materials (including, but not limited to, our website text), and printed material, although we have not presently filed a registration of those copyrights. We consider all of these items confidential and proprietary.

You will not (and will cause your employees and agents not to) directly or indirectly (i) use our "Confidential Information" except to the extent expressly authorized in the Franchise Agreement and necessary to perform your obligations thereunder, or (ii) disclose, publish or disseminate our Confidential Information, except disclosures to your employees who have a need to know such Confidential Information in order for you to perform your obligations under the Franchise Agreement and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information and are directed to comply with the confidentiality obligations of the Franchise Agreement. We may share performance data of your Delivery.com Business between us, our employees and affiliates, our franchisees and their employees. You agree to keep such performance data confidential.

"Confidential Information" means any and all trade secrets and other confidential and/or proprietary information or data relating to us and/or our affiliates (in whatever form provided, whether oral, written, electronic or otherwise), including our and our affiliates' businesses, assets, finances, accounts, activities, plans, pricing policies, market activity, strategies, customers, technology, systems, analytics, communications, data, reports, analyses, compilations, studies, interpretations, records, notes, lists, financial statements, software, System, Intellectual Property, Intellectual Property Rights (including all Intellectual Property and Intellectual Property Rights associated with the System), Customer Data, Merchant Data, as well as any and all trade secrets, confidential and/or proprietary information relating to any of our or our affiliates' counterparties, licensors, suppliers, franchisees, potential franchisees, service providers or other third parties, or other materials or information, obtained or learned by or disclosed to you during the Term.

You may use the Customer Data and Merchant Data during the Term solely as permitted by this Agreement or our Manual. "Customer Data" means any and all information about customers that may be collected in connection with the Delivery.com Business, the Delivery.com Franchise or customers' use of your franchise services, including name, telephone number, address, and email address. "Merchant Data" means any and all information about merchants that may be collected in connection with their relationship with your Delivery.com Business, or their relationship with us or an affiliate, including the terms of the merchant member agreement.

Upon termination or expiration of this Agreement, you will return to us all of our Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all other sources that contain or reflect any such Confidential Information. Notwithstanding the foregoing, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will remain subject at all times to the confidentiality restrictions of this Agreement, which obligations shall survive the termination or expiration of this Agreement. You may never - during the initial term, any renewal term, or after the Franchise Agreement expires or is transferred or terminated - reveal any of our Confidential Information to any other person or entity or use it for the benefit of any other person or business.

The Franchise Agreement requires you to agree that we may incorporate into our business operations any suggestions, enhancement requests, recommendations, or other feedback provided by you or anyone else and we shall have sole rights and title to such suggestions. The Franchise Agreement also requires you give us permission to use your name and likeness in all forms and media for advertising, trade, and any other lawful purposes.

## ITEM 15
## OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are a corporation, limited liability company, or other entity, you must appoint an individual owner as your Operating Principal. You may not change the Operating Principal without our prior approval.

The Franchise Agreement does not require you to participate personally in the direct operation of the Delivery.com Business, although we encourage and recommend your active participation.

You will have sole responsibility for all employment decisions and functions related to your Delivery.com Business, including hiring, firing, compensation, benefits, work hours, work rules, record-keeping, supervision, and discipline of personnel. You must take such steps as are necessary to ensure that your personnel preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet any minimum standards that we may periodically establish in the Manual.

In addition, if you are a person who owns a 20% or greater ownership interest in the Delivery.com Business or otherwise in the franchisee, then you must sign a personal guaranty in the Franchise Agreement. You agree that in connection with your application for this franchise, you authorize us to run a background and credit check on each intended franchise owner.

We do not require an on-premises supervisor to have an equity interest in the franchisee's business. Your managers are also required to sign a confidentiality agreement and non-competition agreement in the form attached as Appendix B to the Franchise Agreement (see Exhibit B to this disclosure document).

## ITEM 16
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer customers only the services and products that we have expressly authorized to be offered by Delivery.com Businesses, as periodically specified in the Manual. You must also offer all such services and products that we may require. We have the right to change the authorized services and products, and we may designate specific services or products as optional or mandatory. You acknowledge that we may approve some services, products, and other items for certain franchisees and not others based on legitimate business reasons. We reserve the right, at any time, to disapprove of any restaurant or business from which you may provide products or services for delivery.

Before you may provide delivery of products or services from any restaurant or business in connection with the Delivery.com Business, you must obtain an executed merchant member agreement with those restaurants or businesses. You must use the form of merchant member agreement and other materials that we prescribe in the Manual (which you must adapt, as needed, to meet applicable state and local laws). You must enter into and deliver to us copies of all signed merchant member agreements.

## ITEM 17
## RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

| | Provision | Section | Summary* |
|---|---|---|---|
| a | Length of the franchise term | 3.1 | 10 years |
| b | Renewal or extension of the term | 3.2 | Two additional 10–year terms. |
| c | Requirements for you to renew or extend | 3.2 | Notice, compliance with system, and sign release (subject to state law) and then-current form of Franchise Agreement (which may contain materially different terms and conditions than the original agreement). |
| d | Termination by you | None | You may terminate the Agreement at the end of the initial term or any renewal term or under any grounds permitted by law. |
| e | Termination by us without cause | None | Not Applicable |

| | Provision | Section | Summary* |
|---|---|---|---|
| f | Termination by us with cause | 16.1 and 16.2 | We can terminate only if you default |
| g | “Cause” defined – curable defaults | 16.2 | Violate the Franchise Agreement, Manual, any other agreement with us, or owe monies to us more than 30 days past due, and do not cure such breach within 30 days after notice. |
| h | “Cause” defined – non-curable defaults | 16.1 | Do not pass initial training, become insolvent, commit a material violation of law, engage in conduct or are charged with, convicted of, or plead guilty or no contest to, certain crimes, engage in any conduct or exhibit any behavior that we believe detrimentally affects your ability to operate the Delivery.com Business or perform your duties or detrimentally effects our reputation, abandon the Delivery.com Business, fraud, jeopardize public health or safety, uncured default of other agreement with us or an affiliate, fail to pay suppliers an amount exceeding $3,000 for more than 60 days; fail to permit us to inspect or audit your franchise; unauthorized transfer; misuse of software, breach of confidentiality or non-compete, or commit three or more breaches within 18 months. |
| i | Your obligations on termination/ nonrenewal | 17 | Immediately stop operating the Delivery.com Business, stop all use of our trademarks, pay all amounts due, and other obligations. |
| j | Assignment of contract by us | 14 | There are no limits on our right to assign the Franchise Agreement. |
| k | “Transfer” by you – defined | 15.1 | Includes and transfer, direct or indirect, of any interest in the franchise. |
| l | Our approval of transfer by you | 15.1 and 15.4 | All proposed transfers are subject to our prior written approval. |

| | Provision | Section | Summary* |
|---|---|---|---|
| m | Conditions for our approval of transfer | 15.4 | You must be: current in monetary obligations; in compliance with the Franchises Agreement; execute any transfer, amendment, or release (subject to state law) forms we may require; provide to us a copy of the proposed transfer documents; transferee must meet our criteria; transferee must execute our then-current Franchise Agreement; pay to us a transfer fee; transferee must satisfactorily complete our initial training program; comply with the post-termination provisions; transferee must obtain necessary licenses and permits; obtain any lessor approval for transfer; the transfer must be made in compliance with any laws that apply to the transfer; the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation; you must request that we provide the prospective transferee with our current franchise disclosure document. |
| n | Our right of first refusal to acquire your business | 15.5 | We can match any offer. |
| o | Our option to purchase your business | 16.4 & 17.9 | We have the right, at any time, to purchase your Delivery.com Business (a "Call") upon 90 days' notice to you. The purchase price for the Call is in the amount of the net food sold during the 12-month period preceding the date we exercise the Call, multiplied by 1.25. Net food sold is the total food sold paid for by customers of restaurants subject to Orders (and not any other fees we may charge to customers in connection with an Order), minus the total food costs paid to those restaurants for the food that was sold in those Orders. After termination, expiration, or non-renewal, we can also acquire any interest which you have in any lease or sublease for the Delivery.com Business and purchase your equipment, material, or inventory at cost or fair market value, whichever is less. |
| p | Your death or disability | 7.15 & 15.6 | Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee, transferee must attend and successfully complete training, and sign our then current form of Franchise Agreement. |
| q | Non–competition covenants during the term of the franchise | 18.1 | You are prohibited from engaging in a competitive business and diverting business from your Delivery.com Business. |

| | Provision | Section | Summary* |
|---|---|---|---|
| r | Non–competition covenants after the franchise is terminated or expires | 18.2 | Includes a two-year prohibition on engaging in a competitive business and diverting business from your Delivery.com Business within the APR, within five miles in any direction of the outside borders of the APR, and within any other area of primary responsibility in which a Delivery.com Business operates at the time of expiration, termination, or transfer and on soliciting or diverting business from any Delivery.com Business, us, or any of our affiliates.<br><br>These post-term non-competition covenants do not apply to Converted Delivery.com Businesses if we elect to not renew your Franchise Agreement. |
| s | Modification of the agreement | 12 | You must comply with the Manual, as amended. Franchise Agreement may not be modified unless mutually agreed to in writing, except we may reduce the scope of the covenants. |
| t | Integration / merger clause | 25 | Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. |
| u | Dispute resolution by arbitration or mediation | 28.2; Appendix C | Before bringing an action in court, you must first submit the dispute to non–binding mediation. Arbitration does not apply except as to Illinois, Maryland, Minnesota, and Rhode Island franchisees and as specified in state Addenda (subject to applicable state law). |
| v | Choice of forum | 28.3 | All disputes must be litigated in ~~Texas~~New York in the state or federal court located in ~~Austin, Texas~~New York County in the State of New York (subject to applicable state law). |
| w | Choice of law | 27 | Except as to matters governed by federal law, New York law applies (subject to applicable state law). |

**ITEM 18**
**PUBLIC FIGURES**

We do not use any public figures to promote our franchise.

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## ITEM 19
## FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our CEO, Jed Kleckner, at ~~3001 S Lamar Boulevard, Suite 102, Austin TX 78704~~55 Water Street, 28th Floor, New York, NY 10041, e-mail: franchising@delivery.com, telephone: 800-709-7191, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20
## OUTLETS AND FRANCHISEE INFORMATION

**Table 1**
**Systemwide Outlet Summary**
**For years ~~2017-~~2018 to December 31, ~~2019~~2020**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | ~~2017~~2018* | ~~16~~24 | ~~24~~34 | +~~8~~10 |
| | ~~2018*~~2019** | ~~24~~34 | ~~34~~44 | +10 |
| | 2020~~2019**~~ | ~~34~~44 | ~~44~~96 | +~~10~~52 |
| Company-Owned*** | 2018~~2017~~ | 134 | 134 | 0 |
| | ~~2018~~2019 | 134 | ~~134~~146 | ~~0~~+12 |
| | 2020~~2019~~ | ~~134~~146 | 146 | ~~+12~~0 |
| Total Outlets | 2018~~2017~~ | ~~150~~158 | ~~158~~168 | +~~8~~10 |
| | 2019~~2018~~ | ~~158~~168 | ~~168~~190 | +~~10~~22 |
| | 2020~~2019~~ | ~~168~~190 | ~~190~~242 | +~~22~~52 |

*All franchised outlets operated under the Mr. Delivery trademark in ~~2017 and~~ 2018.
**All but two franchised outlets operated under the Mr. Delivery trademark for most of ~~the year~~2019 but have all converted to the Delivery.com trademark.
***All company-owned outlets operated as Delivery.com

**Table 2**
**Transfers of Outlets from Franchisees to**
**New Owners (other than the Franchisor)**
**For years ~~2017~~2018 to December 31, 2020~~2019~~**

| State | Year | Number of Transfers |
|---|---|---|
| Pennsylvania | 2018~~2017~~ | 0 |
| | 2019~~2018~~ | ~~0~~1 |
| | 2020~~2019~~ | ~~1~~0 |
| Total | 2018~~2017~~ | 0 |
| | ~~2018~~2019 | ~~0~~1 |
| | 2020~~2019~~ | 1 |

**Table 3**
**Status of Franchised Outlets**
**For years ~~2017~~2018 to December 31, 2020~~2019~~**

| State | Year | Outlets at Start of Year | Outlets Opened | Termi-nations | Non-Renewals | Re-acquired by Fran-chisor | Ceased Opera-tions Other Rea-sons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| ~~Arkansas~~Alabama | 2018 ~~2017~~ | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 ~~2018~~ | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 ~~2019~~ | 0 | ~~1~~2 | 0 | 0 | 0 | 0 | ~~1~~2 |
| Arizona~~California~~ | 2018 ~~2017~~ | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Arkansas | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| California | 2018 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| Colorado | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Connecticut | 2018 ~~2017~~ | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | ~~2018~~ | ~~1~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~1~~ |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| ~~Florida~~ | 2020 ~~2017~~ | 1 | 1 | 0 | 0 | 0 | ~~0~~1 | ~~2~~1 |
| Florida | 2018 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2019 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| ~~Georgia~~ | 2020 ~~2017~~ | ~~0~~2 | ~~0~~2 | ~~0~~1 | 0 | 0 | 0 | ~~0~~3 |
| Georgia | 2018 | 0 | 6 | 0 | 0 | 0 | 0 | 6 |
| | 2019 | 6 | 0 | 1 | 0 | 0 | 0 | 5 |
| | 2020 | 5 | 3 | 0 | 0 | 0 | 2 | 6 |
| Idaho | 2018 ~~2017~~ | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | ~~2018~~ | ~~1~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~1~~ |
| | 2019 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2020 | 2 | 4 | 0 | 0 | 0 | 1 | 5 |
| Illinois | 2018 ~~2017~~ | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | ~~2018~~ | ~~1~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~1~~ |
| | 2019 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2020 | 2 | 1 | 1 | 0 | 0 | 0 | 2 |
| Indiana | 2018 ~~2017~~ | ~~1~~2 | 1 | 0 | 0 | 0 | 0 | ~~2~~3 |
| | 2019 | 3 | 0 | 0 | 0 | 0 | 1 | 2 |
| | 2020 | 2 | 2 | 0 | 0 | 0 | 0 | 4 |
| Iowa | 2018 | ~~2~~0 | ~~1~~0 | 0 | 0 | 0 | 0 | ~~3~~0 |
| | 2019 | ~~3~~0 | 0 | 0 | 0 | 0 | ~~1~~0 | ~~2~~0 |
| | 2020 | 0 | 8 | 0 | 0 | 0 | 0 | 8 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| Kansas | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| Kentucky | 2018 ~~2017~~ | ~~1~~3 | ~~2~~1 | 0 | 0 | 0 | 0 | ~~3~~4 |
| | 2019 | 4 | 0 | 1 | 0 | 0 | 0 | 3 |
| | 2020 | 3 | 4 | 0 | 0 | 0 | 0 | 7 |
| Louisiana | 2018 | ~~3~~0 | ~~1~~0 | 0 | 0 | 0 | 0 | ~~4~~0 |
| | 2019 | ~~4~~0 | 0 | ~~1~~0 | 0 | 0 | 0 | ~~3~~0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Massachusetts | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Michigan | 2018 ~~2017~~ | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2019 ~~2018~~ | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2020 | 4 | 3 | 0 | 0 | 0 | 0 | 7 |
| Mississippi | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | ~~4~~0 | 0 | 0 | 0 | 0 | 0 | ~~4~~0 |
| | 2020 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| Missouri | 2018 ~~2017~~ | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | ~~2018~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ |
| | 2019 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2020 | 2 | 1 | 2 | 0 | 0 | 0 | 1 |
| Montana | 2018 ~~2017~~ | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 7 | 0 | 0 | 0 | 0 | 7 |
| | 2020 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| New Jersey | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | ~~7~~0 | 0 | 0 | 0 | 0 | ~~7~~0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| New Mexico | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| New York | 2018 ~~2017~~ | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |
| Ohio | 2018 | ~~1~~0 | 0 | 0 | 0 | 0 | 0 | ~~1~~0 |
| | 2019 | ~~1~~0 | 0 | 0 | 0 | 0 | 0 | ~~1~~0 |
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Oklahoma | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| Oregon | 2018 ~~2017~~ | ~~0~~1 | ~~1~~0 | 0 | 0 | 0 | 0 | 1 |
| | ~~2018~~ | ~~1~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~1~~ |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 1 | 0 | 0 | 0 | 1 | 1 |
| Pennsylvania | 2018 ~~2017~~ | ~~0~~3 | ~~3~~0 | 0 | 0 | 0 | 0 | 3 |
| | ~~2018~~ 2019 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | ~~2019~~ 2020 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Tennessee | 2018 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2020 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| Texas | 2018 ~~2017~~ | 0 | ~~0~~1 | 0 | 0 | 0 | 0 | ~~0~~1 |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 9 | 0 | 0 | 0 | 0 | 10 |
| Utah | 2018 | 0 | ~~1~~0 | 0 | 0 | 0 | 0 | ~~1~~0 |
| | 2019 | ~~1~~0 | 0 | 0 | 0 | 0 | 0 | ~~1~~0 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| | 2020 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Vermont | 2018 ~~2017~~ | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | ~~2018~~ | ~~1~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~1~~ |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Virginia | 2018 ~~2017~~ | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | ~~2018~~ | ~~1~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~1~~ |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Washington | 2018 ~~2017~~ | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | ~~2018~~ | ~~1~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~1~~ |
| | 2019 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| West Virginia | 2018 ~~2017~~ | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | ~~2018~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ |
| | 2019 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Wisconsin | 2018 ~~2017~~ | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | ~~2018~~ | ~~2~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~2~~ |
| | 2019 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2020 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Totals | 2018 ~~2017~~ | ~~16~~24 | ~~8~~10 | 0 | 0 | ~~0~~0 | 0 | ~~24~~34 |
| | 2019 | 34 | 13 | 2 | 0 | 0 | 1 | 44 |
| | 2020 ~~2018~~ | ~~24~~44 | ~~10~~64 | ~~0~~6 | ~~0~~0 | 0 | ~~0~~6 | ~~34~~96 |
| | ~~2019~~ | ~~34~~ | ~~13~~ | ~~2~~ | ~~0~~ | ~~0~~ | ~~1~~ | ~~44~~ |

**Table 4**

**Status of Company-Owned Outlets**
**For years ~~2016~~2018 to December 31, 2020~~2019~~**

| State | Year | Outlets at Start of the Year | Outlets Opened | Outlets Re-acquired From Fran-chisee | Outlets Closed | Outlets Sold to Fran-chisee | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| California | 2018~~2017~~ | 25 | 0 | 0 | 0 | 0 | 25 |
| | 2019~~2018~~ | 25 | ~~0~~2 | 0 | 0 | 0 | ~~25~~27 |
| | ~~2019~~2020 | ~~25~~27 | ~~2~~0 | 0 | 0 | 0 | 27 |
| Colorado | ~~2017~~2018 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2019~~2018~~ | 1 | ~~0~~1 | 0 | 0 | 0 | ~~1~~2 |
| | ~~2019~~2020 | ~~1~~2 | ~~1~~0 | 0 | 0 | 0 | 2 |
| Connecticut | ~~2017~~2018 | 5 | 0 | 0 | 0 | 0 | 5 |
| | 2019~~2018~~ | 5 | ~~0~~1 | 0 | 0 | 0 | ~~5~~6 |
| | ~~2019~~2020 | ~~5~~6 | ~~1~~0 | 0 | 0 | 0 | 6 |
| Washington D.C. | ~~2017~~2018 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2019~~2018~~ | 1 | 0 | 0 | 0 | 0 | 1 |
| | ~~2019~~2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| Florida | ~~2017~~2018 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2019~~2018~~ | 2 | 0 | 0 | 0 | 0 | 2 |
| | ~~2019~~2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| Georgia | ~~2017~~2018 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2019~~2018~~ | 2 | 0 | 0 | ~~0~~1 | 0 | ~~2~~1 |
| | ~~2019~~2020 | ~~2~~1 | 0 | 0 | ~~1~~0 | 0 | 1 |
| Illinois | ~~2017~~2018 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2019~~2018~~ | 2 | 0 | 0 | 0 | 0 | 2 |
| | ~~2019~~2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| Maryland | ~~2017~~2018 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2019~~2018~~ | 3 | 0 | 0 | 0 | 0 | 3 |
| | ~~2019~~2020 | 3 | 0 | 0 | 0 | 0 | 3 |
| Massachusetts | ~~2017~~2018 | 10 | 0 | 0 | 0 | 0 | 10 |
| | 2019~~2018~~ | 10 | ~~0~~1 | 0 | ~~0~~1 | 0 | 10 |
| | ~~2019~~2020 | 10 | ~~1~~0 | 0 | ~~1~~0 | 0 | 10 |
| Michigan | ~~2017~~2018 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2019~~2018~~ | 1 | 0 | 0 | 0 | 0 | 1 |
| | ~~2019~~2020 | 1 | 0 | 0 | 0 | 0 | 1 |

| State | Year | Outlets at Start of the Year | Outlets Opened | Outlets Re-acquired From Fran-chisee | Outlets Closed | Outlets Sold to Fran-chisee | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| New Jersey | ~~2017~~2018 | 29 | 0 | 0 | 0 | 0 | 29 |
| | 2019~~2018~~ | 29 | ~~0~~6 | 0 | ~~0~~1 | 0 | ~~29~~34 |
| | ~~2019~~2020 | ~~29~~34 | ~~6~~0 | 0 | ~~1~~0 | 0 | 34 |
| New York | ~~2017~~2018 | 42 | 0 | 0 | 0 | 0 | 42 |
| | 2019~~2018~~ | 42 | ~~0~~4 | 0 | ~~0~~1 | 0 | ~~42~~45 |
| | ~~2019~~2020 | ~~42~~45 | ~~4~~0 | 0 | ~~1~~0 | 0 | 45 |
| Nevada | ~~2017~~2018 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2019~~2018~~ | 1 | 0 | 0 | 0 | 0 | 1 |
| | ~~2019~~2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| Pennsylvania | ~~2017~~2018 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2019~~2018~~ | 2 | 0 | 0 | 0 | 0 | 2 |
| | ~~2019~~2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| Tennessee | ~~2017~~2018 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2019~~2018~~ | 1 | 0 | 0 | 0 | 0 | 1 |
| | ~~2019~~2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| Texas | ~~2017~~2018 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2019~~2018~~ | 3 | 0 | 0 | 0 | 0 | 3 |
| | ~~2019~~2020 | 3 | 0 | 0 | 0 | 0 | 3 |
| Virginia | ~~2017~~2018 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2019~~2018~~ | 3 | ~~0~~1 | 0 | 0 | 0 | ~~3~~4 |
| | ~~2019~~2020 | ~~3~~4 | ~~1~~0 | 0 | 0 | 0 | 4 |
| Washington | ~~2017~~2018 | 1 | 0 | 0 | 0 | 0 | 1 |
| | ~~2018~~2019 | 1 | 0 | 0 | 0 | 0 | 1 |
| | ~~2019~~2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| Total | ~~2017~~2018 | 134 | 0 | 0 | 0 | 0 | 134 |
| | 2019~~2018~~ | 134 | ~~0~~16 | 0 | ~~0~~4 | 0 | ~~134~~146 |
| | ~~2019~~2020 | ~~134~~146 | ~~16~~0 | 0 | ~~4~~0 | 0 | 146 |

**Table ~~No.~~ 5**
**Projected Openings as of December 31, 2020 ~~2019~~**

| State | Franchise Agreements Signed But Outlet Not Open | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
|---|---|---|---|
| Alabama | 0 | 1 | 0 |
| ~~Arizona~~ | ~~0~~ | ~~1~~ | ~~0~~ |
| ~~Arkansas~~ | ~~1~~ | ~~1~~ | ~~0~~ |
| ~~California~~ | ~~0~~ | ~~2~~ | ~~0~~ |
| Colorado | ~~1~~0 | 1 | 0 |
| ~~Connecticut~~ | ~~0~~ | ~~1~~ | ~~0~~ |
| Florida | 0 | ~~2~~1 | 0 |
| ~~Georgia~~ | ~~1~~ | ~~1~~ | ~~0~~ |
| Hawaii | 0 | 1 | 0 |
| Idaho | 0 | ~~4~~1 | 0 |
| Illinois | 0 | 1 | 0 |
| Indiana | 0 | 1 | 0 |
| Iowa | 0 | ~~4~~1 | 0 |
| Kansas | 0 | ~~4~~1 | 0 |
| ~~Kentucky~~ | ~~4~~ | ~~4~~ | ~~0~~ |
| ~~Louisiana~~ | ~~1~~ | ~~1~~ | ~~0~~ |
| ~~Massachusetts~~Minnesota | 0 | 1 | 0 |
| ~~Michigan~~ | ~~0~~ | ~~2~~ | ~~0~~ |
| ~~Mississippi~~ | ~~0~~ | ~~3~~ | ~~0~~ |
| Missouri | 0 | 1 | 0 |
| Montana | 0 | 1 | 0 |
| New Jersey | 0 | 1 | 0 |
| New Mexico | ~~4~~0 | ~~5~~1 | 0 |
| New York | 0 | 1 | 0 |
| North Carolina | 0 | 1 | 0 |
| Ohio | 0 | 1 | 0 |
| Oklahoma | 0 | 1 | 0 |
| ~~Oregon~~Pennsylvania | 0 | 1 | 0 |
| Rhode Island | 0 | 1 | 0 |
| ~~Tennessee~~South Carolina | ~~1~~0 | 1 | 0 |
| ~~Texas~~South Dakota | ~~8~~0 | ~~8~~1 | 0 |
| Tennessee~~Utah~~ | 0 | 1 | 0 |
| Washington | 0 | 1 | 0 |
| Wisconsin | 0 | 1 | 0 |
| Wyoming | 0 | 1 | 0 |
| **TOTALS** | ~~21~~0 | ~~60~~26 | 0 |

Exhibit F contains a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Exhibit G contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Restrictions on Ability to Speak. During the last three fiscal years, some franchisees have signed confidentiality clauses with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Delivery.com. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We are not aware of any trademark specific franchisee organizations associated with the franchise system being offered.

## ITEM 21
## FINANCIAL STATEMENTS

Exhibit H contains our audited financial statements for the fiscal year ending December 31, 2020 and the period of June 6~~–~~, 2019 (date of inception) through December 31, 2019, as well as our unaudited Statement of Financial Condition as of ~~February 29, 2020~~April 30, 2021 and our unaudited Statement of Operations for the time period January 1, 2021 to April 30, 2021~~2020 – February 29, 2020~~.

We have not been in business for three years or more and cannot include all financial statements required of this item. Our fiscal year end is December 31.

## ITEM 22
## CONTRACTS

The following contracts are attached as exhibits to this disclosure document:

- Exhibit B: Franchise Agreement
    - Appendix A - Data Addendum
    - Appendix B - Sample Non-Disclosure and Non-Compete Agreement
    - Appendix C - State Addenda to the Franchise Agreement
- Exhibit C: Conversion Agreement
- Exhibit D: Promissory Notes
- Exhibit E: General Release

## ITEM 23
## RECEIPTS

Exhibit M contains two copies of a Receipt of this Disclosure Document. Please sign, date and retain one copy for your records, and sign, date and return the other copy to us.

[remainder of page intentionally left blank]

**EXHIBIT A**
**STATE ADDENDA TO DISCLOSURE DOCUMENT**

**CALIFORNIA ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

Item 3 of the Disclosure Document is amended by adding the following paragraph:

Neither we nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

Item 5 of the Disclosure Document is amended by adding the following sentence:

We defer collection of initial fees until after we have completed our initial obligations to you and the franchise is open for business.

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Item 17.g. of the Disclosure Document is modified to state that, in addition to the grounds for immediate termination specified in Item 17.h., the franchisor can terminate upon written notice and a 60 day opportunity to cure for a breach of the Franchise Agreement.

Item 17.h. of the Disclosure Document is modified to state that the franchisor can terminate immediately for insolvency, abandonment, mutual agreement to terminate, material misrepresentation, legal violation persisting 10 days after notice, repeated breaches, judgment, criminal conviction, monies owed to the franchisor more than 5 days past due, and imminent danger to public health or safety.

The franchise agreement requires application of the laws of New York. This provision may not be enforceable under California law.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF ~~BUSINESS OVERSIGHT~~FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at www.delivery.com.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF ~~BUSINESS OVERSIGHT.~~FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF ~~BUSINESS OVERSIGHT AT www.dbo.ca.gov~~FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

**HAWAII ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHSIOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

**ILLINOIS ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

5. Items 5 and 7 are modified to also provide that we defer collection of all initial fees until we have satisfied our pre-opening obligations to you and you have commenced doing business under the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

6. YOU WILL OPERATE YOUR FRANCHISED BUSINESS FROM AN AREA THAT YOU CHOOSE. WHETHER YOU RECEIVE EXCLUSIVE RIGHTS TO THAT AREA WILL DEPEND UPON WHETHER OR NOT THE FRANCHISOR OR ANY AFFILIATE OF THE FRANCHISOR ALREADY CONDUCTS BUSINESS WITHIN THAT AREA. IT IS YOUR RESPONSIBILITY TO RESEARCH THE AREA WHERE YOU WANT TO CONDUCT YOUR FRANCHISED BUSINESS.

7. "MAJOR MERCHANT ACCOUNTS" EXIST IN THIS FRANCHISE SYSTEM. A "MAJOR MERCHANT ACCOUNT" IS A MERCHANT THAT HAS LOCATIONS IN MULTIPLE FRANCHISEE AREAS. YOU MUST PROVIDE DELIVERY SERVICES TO MAJOR MERCHANT ACCOUNTS IN YOUR AREA ACCORDING TO PRICING & TERMS NEGOTIATED BY THE FRANCHISOR.

**MARYLAND ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

2. Item 17.u. is modified to also provide, "This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

3. Item 17.v. is modified to also provide, "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

4. Item 5 is modified to also provide, "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

**MINNESOTA ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

**NEW YORK ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. The following information is added to the cover page of the Franchise Disclosure Document:

**THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

**NORTH DAKOTA ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

Waiver of Exemplary & Punitive Damages: Any waiver of punitive damages will not apply to North Dakota Franchisees.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Items 5 and 7 of the Disclosure Document are modified to also state that the franchisor defers the receipt of the initial franchise fee until all initial obligations owed to the franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee is open for business.

Item 17(u) of the Disclosure Document is modified to provide that the site of mediation shall be agreeable to all parties and may not be remote from the franchisee's place of business.

**RHODE ISLAND ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

> Rhode Island law applies.

**SOUTH DAKOTA ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the South Dakota Franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 5 of the Disclosure Document is revised to also provide:

"The Franchise Disclosure Document is amended to also state that the initial franchise fee will be paid only after the franchisor fulfills its pre-opening obligations to the Franchisee and the Franchisee is open for business."

**VIRGINIA ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**WASHINGTON ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Washington Franchise Investment Protection Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Item 5 is modified to also provide: Initial franchisee fees will be deferred until the Franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchisee is open for business.

Item 6- The Early Termination Fee is deleted.

Item 6- “Corporate Account Processing Fee” is modified to state that you will not be required to pay a fee that exceeds the revenues you receive from servicing a corporate account.

Item 6- is modified to all provide that your obligation to pay for all of our expenses in connection with your defense (including attorney fees) is limited to your unauthorized use of the trademarks.

Item 17o is modified to provide that we will obtain franchisee consent prior to exercising our option to purchase your business.

**WISCONSIN ADDENDUM**
**TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

   If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

   With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

**EXHIBIT B**
**FRANCHISE AGREEMENT AND APPENDICES**

# FRANCHISE AGREEMENT

| | |
|---|---|
| **Territory Name**<br>(See Appendix A for a full description) | ______________________________ |
| **Agreement Date** | ______________________________ |
| **Franchisee** | ______________________________ |
| **Business Address** | ______________________________<br><br>______________________________ |
| **Telephone Number** | ______________________________ |
| **Type of Legal Entity** (if applicable) | ______________________________ |
| **State in which entity organized** (if applicable) | ______________________________ |
| **Shareholder / Partner / Member Name** | **Ownership Percentage** |
| ______________________________<br>(the "Operating Principal") | __________% |
| ______________________________ | __________% |
| ______________________________ | __________% |
| ______________________________ | __________% |
| ______________________________ | __________% |

## TABLE OF CONTENTS

**PAGE**

## FRANCHISE AGREEMENT

This Franchise Agreement (together with any and all appendices attached hereto (each an "Appendix" and collectively, the "Appendices"), collectively, this "**Agreement**") is entered into as of the "**Agreement Date**" shown on the cover page between Delivery.com Franchising, LLC, d/b/a Delivery.com ("**Franchisor**," "**we**," "**us**" and "**our**) and the person or entity acquiring this franchise and in the case of an entity, also all persons with an interest in such entity ("**Owners**"), as identified on the cover page (collectively, "**Franchisee**," "**you**" and "**your**").

Franchisor has developed a franchise program ("**Delivery.com Franchise**") for the operation of a business to recruit merchants and deliver prepared food and other goods and services to residential and corporate customers using a **System** (as defined below) and operating under certain trade names, logos, service marks, and trademarks (collectively, the "**Marks**")("**Delivery.com Business**").

Franchisee, and all Owners, desire to operate a Delivery.com Business, in accordance with the terms of this Agreement.

For value received, Franchisor and Franchisee (the "**Parties**" and each, a "**Party**") agree to be legally bound by this Agreement as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the term:

"**Affiliate**" means, with respect to any specified person, any other person existing from time to time that currently or at any point in the future directly or indirectly controls, is controlled by or is under common control with such specified person, and with respect to a specified person who is a natural person, such person's immediate family members shall also be considered affiliates of such person. For the purposes of this definition, the term "**control**," when used with respect to any specified person, means the power to direct or cause the direction of the management or policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**", "**controlled**" or "**under common control with**" have correlative meanings.

"**Credit Card Order Amount**" means the total amount received by us for the Order and paid for using credit cards (e.g., American Express, Discover, Visa and/or MasterCard), debit cards (e.g., bank and/or university issued) or gift cards only (in each case, including tax, delivery, convenience or similar charges or fees and gratuities) *net* of charge-backs and fraudulent charges.

"**Governmental Authority**" means (a) any federal, provincial, state, local, municipal, national, foreign or international government, quasi-governmental or governmental authority, regulatory or administrative agency, governmental commission, department, official, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body (public or private); (b) any self-regulatory organization; (c) any political subdivision of any of the foregoing; or (d) any person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any person owned or controlled by any of the foregoing.

"**Intellectual Property**" means, collectively, any and all intellectual property of any type and in any jurisdiction throughout the world, including the following: (a) inventions, formulas, styles, techniques, analytics, product plans, technology, configuration, research, engineering, information, routines, subroutines, revisions, supplements, modules, methods, logic, processes, ideas, algorithms, discoveries, designs, developments, innovation, know-how and any and all improvements, derivative works, modifications, or enhancements in any of the foregoing (whether any of the foregoing are patentable, unpatentable or capable of registration, and whether or not recorded in any medium), (b) software, (c) works of authorship and (d) confidential and proprietary information, including trade secrets, technical and business data, including customer and supplier lists, and know-how.

"**Intellectual Property Rights**" means, collectively, any and all intellectual property and proprietary rights of any type throughout the world, however arising, and pursuant to the law of any jurisdiction, including the following: (a) patents (including designs, utility models, statutory invention registrations, certificates of inventions, provisional, non-provisionals, continuations, continuations-in-part, divisions, extensions, substitutes, renewals, reissues, and re-examinations thereof); (b) rights in any Intellectual Property; (c) copyrights, including in both published and unpublished works and related rights, including rights in manuals and other documentation; (d) trademarks, service marks, logos, tag-lines, slogans, trade names, domain names, sub-domain names, social media usernames, trade dress, and other source identifiers, including corporate names, all common law rights thereto, registrations and applications for registrations thereof, in each case, including any and all goodwill associated therewith; (e) moral rights, rights of privacy, publicity and endorsement; (f) unfair competition rights; (g) rights in software, database rights, rights in designs, and topography rights; (h) rights to use and preserve the confidentiality of information (including know-how and trade secrets); (i) rights and powers to assert, defend and recover title to any of the foregoing; (j) rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to any of the foregoing; (k) proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all of the foregoing; and (l) any and all other intellectual property rights in each of clauses (a) through (k) above whether registered or unregistered and including all applications (or rights to apply) for and to be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and all rights to use, exploit, license and otherwise dispose of any of the foregoing.

"**Law**" means any federal, national, foreign, international, state or local law (including common law), statute, ordinance, directive, code, regulation, rule, order or other requirement enacted, promulgated, issued or entered by any Governmental Authority.

"**Order**" means an order for food, beverages, household, flower, gift and other items and/or dry cleaning, wash and fold and other services for pick up, delivery and/or takeout that is related to, placed with or facilitated by the Delivery.com Business.

"**Person**" means any natural person, corporation, company, partnership, association, limited liability company, limited partnership, limited liability partnership, joint venture, business enterprise, trust, firm, unincorporated organization or other legal entity, including any Governmental Authority.

"**Personal Information**" means any information which, whether alone or in combination with other information, identifies a natural Person or is associated with an identified natural Person (including a Person's name, street address, telephone number, e-mail address, photograph, social security number, tax identification number, driver's license number, passport number, payment card number, bank account information and other financial information, customer or account numbers, account access codes and passwords, medical records, Internet Protocol address, geographic location, health or diet information, family members, political beliefs, group memberships, internet browsing history, persistent identifier, order and purchase histories, amounts spent, platform behavior, conduct, preferences, demographic data and any other data and information).

"**Privacy Laws**" means all Laws which govern the receipt, collection, retention, compilation, use, storage, processing, sharing, safeguarding, protection, distribution, maintenance, security, disposal, destruction, disclosure or transfer of Personal Information.

"**Privacy Policy**" means policies (which may be written or oral) regarding the collection, retention, storage, transmission, protection, security, disclosure, distribution, maintenance, disposal and use of Personal Information.

"**System**" means, collectively, a set of systems, methods, content, software (including our website, currently with the domain name *delivery.com*, and any and all mobile web, hybrid and/or native application and/or site version thereof on or using which customers may place orders for food, beverages, household, flower, gift and other items and/or dry cleaning, wash and fold, tailoring, alteration, clothing repairs, cobbler and other services for pick up, delivery and/or takeout), services, support, technology, materials, specifications, operating procedures and marketing capabilities, whether proprietary to us or third parties, in each case, made available by us to you from time to time for your use in accordance with this Agreement.

## 2. RIGHTS GRANTED

**2.1 Grant of Franchise.** Subject to the terms of and your compliance with this Agreement, we hereby grant to you a personal, non-exclusive, non-sublicenseable, non-transferable (except as provided under Section 15) right -to operate a Delivery.com Business , during the Term of this Agreement using the System and the Marks in the territory described in Appendix A ("**Area of Primary Responsibility**" or "**APR**").

### 2.2 Area of Primary Responsibility Rules

**2.2.1** If we or any affiliate does not have any existing operation in your APR, you will receive an exclusive territory within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

**2.2.2** If we or any affiliate has any existing operations in your APR, we and such affiliates may continue to operate such business and there are no restrictions on our or their soliciting or accepting orders from consumers inside your APR, using our Marks, through any channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct sales. You will not receive an exclusive territory. You may face competition from us or our affiliates' existing operations in your APR and we will not be restricted from expanding our existing operations in your APR. However, we will only solicit new merchants in your APR that do their own delivery or, if any new merchant that we sign up requires the provision of delivery services, we will first offer you the opportunity to provide such delivery services for a fee as we determine (and if you do not accept providing such delivery services, then we will be free to use any other party to do so). You will not be required to provide delivery services for any of our merchants in your APR. You will receive the applicable revenues for orders placed with restaurants or merchants on the Delivery.com website or app that you signed up and which are located within your APR. We will not pay compensation to you for orders placed with restaurants or merchants in your APR on the Delivery.com website or app that we or our affiliates signed up; provided, however, if you provide delivery services for any of our merchants in your APR, then we will pay to you the delivery fees and tips from the Orders that you deliver and you will not owe us any Order Processing Fees for such Orders pursuant to Section 4.2. As an example, if a consumer places an order for $100, there is $5 of tax, and delivery fees and tip of $10, then we would receive the take rate on the $100 order, remit the remainder of the $100 plus the $5 in tax to the merchant and remit the $10 in delivery fees and tip to you.

**2.2.3** You may not provide delivery services for restaurants and service providers outside your APR; however, you may provide delivery services to a consumer located outside your APR if an order from such consumer is placed with a restaurant or other service provider located inside your APR.

**2.2.4** You may not solicit or sign up restaurants or other service providers outside your APR. You may solicit restaurants and other service providers in your own APR, even if that restaurant or service provider has an outlet outside your APR. You may not directly solicit but may accept food and other orders from consumers outside your APR, including through other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, so long as the order is placed with a restaurant or other service provider located inside your APR. "Direct solicitation" includes solicitation in person, by telephone, by mail, by e-mail or other direct electronic messaging, or by distribution of brochures, business cards, coupons, or other materials.

**2.2.5** You will receive credit for sales placed on the Delivery.com website or app to restaurants and other service providers in your APR that you signed up. The revenue from restaurants and service providers that deliver across territory boundaries will be credited based upon the location of the restaurant or service provider from which the customer order is placed. If the restaurant or service provider is in your APR, you will be credited for the revenue; if the restaurant or service provider is in the APR of another franchisee, the other franchisee will receive the revenue.

**2.2.6** We reserve the right to implement rules and procedures to govern cross-APR issues such as a customer in one APR ordering from a restaurant or other service provider in another APR and you agree to abide by those rules and procedures, which may include distribution of revenues among affected franchisees.

**2.2.7** There are no restrictions on our or our affiliates soliciting or accepting orders from consumers inside your APR, under trademarks different from the ones that you will use under the Franchise Agreement, through any channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct sales, and we and our affiliates are not obligated to pay compensation to you for soliciting or accepting such orders.

**2.2.8** We reserve the right in the future to acquire, be acquired by, participate in a merger, or otherwise affiliate with a business that operates or franchises a business under a different trademark and that sells or will sell similar goods or services.

## 3. TERM; SUCCESSOR FRANCHISE AGREEMENTS

**3.1 Term.** The initial term of this Agreement shall be ten (10) years from the Agreement Date (the "**Initial Term**") unless this Agreement is terminated sooner as provided in other sections of this Agreement.

**3.2 Renewal.** Subject to the terms of the rest of this paragraph, you may renew your franchise at the end of the Initial Term for two (2) additional terms of ten (10) years each (each a "**Renewal Term**" and the Initial Term or each Renewal Term, a "**Term**"), unless you notify us not more than twelve (12) months and not less than nine (9) months before the end of the applicable Term that this Agreement shall expire at the end of the applicable Term, and unless prior to the end of the applicable Term: (a) we have announced a decision to stop franchising the Delivery.com Franchise; or (b) we decide to withdraw the Delivery.com Franchise concept from the geographic market in which your APR is located. To renew, you must be in compliance with this Agreement, you must execute a general release in a form we specify, and you must enter into our then current franchise agreement, which may contain substantially different terms and conditions from those in this Agreement.

## 4. FEES

### 4.1 Initial Franchise Fee.

**4.1.1. New Franchise.** You must pay us an initial franchise fee of $30,000 to operate a Delivery.com Business (the "**Initial Franchise Fee**"). The Initial Franchise Fee is due to us in full when you return to us signed copies of this Agreement. The Initial Franchise Fee is fully earned and non-refundable upon your signing of this Agreement.

**4.1.2 Conversion**. If you already operate a delivery business and would like to convert it to a Delivery.com Business, we will waive the Initial Franchise Fee, subject to the terms and conditions stated in the conversion agreement executed by the parties, if applicable.

**4.2 Order Processing Fees.** You must pay us or we will retain from any amounts collected on behalf of the Delivery.com Business for each Order a processing fee. There are four different types of Order processing fees ("**Order Processing Fees**") payable to us. You are only required to pay one of the following Order Processing Fees for each Order.:

**4.2.1** "**Delivery Processing Fee**" in the amount of $3.50, which applies to Orders that are dispatched to your drivers and fulfilled by the Delivery.com Business;

**4.2.2** "**Menu Processing Fee**" in the amount of $0.75, which applies to Orders fulfilled and delivered by the business providing the product or service;

**4.2.3** "**Carryout Processing Fee**" in the amount of $0.75, which applies to Orders where customers pick-up the Order at the location of the business providing the product or service; and

**4.2.4 "Corporate Account Processing Fee**" in the amount of 15% of the total "Order Subtotal," which applies to Orders in your APR by a Corporate Account (defined below) client regardless of whether delivery is facilitated by you, the merchant, or picked-up. "Order Subtotal" includes the customer's online shopping cart of the total price (i.e., before discounts and promotions) of all items ordered by the customer, exclusive of any tax, tips, and delivery or processing fee charges (but including convenience or similar charges and fees) to the customer.

**4.3 Monthly Subscription Fee.** You agree to pay to us a monthly subscription fee in the amount of $500.

**4.4 Credit Card Processing Fees.** You must pay to us or we will retain from any amounts for Orders the then current credit card processing fees (currently 2.75% times Credit Card Order Amount, plus $.25 per Order) in connection with credit card processing for such Order. In the event that a Credit Card Order Amount is less than the sum total of the applicable Order Processing Fees, credit card processing fees and/or other applicable fees related to the Order, you shall pay to us the amount by which such fees exceed the Credit Card Order Amount.

**4.5 Customer Refunds.** If you do not resolve a customer complaint and we believe a reasonable basis exists for a refund and/or additional credit to the customer, we may make the refund and/or credit and bill you. Such amount may exceed the total amount of a customer's purchase. You agree to pay the charges that we incur with respect to such refund promptly upon receipt of such bill.

**4.6 Gratuities.** As a courtesy, we may, from time to time, give customers an option to pay a gratuity (also referred to as a tip) for an Order. Gratuities will be remitted to you and, without limiting anything set forth herein, you agree that you shall promptly pay in full (and shall ensure that) any and all such gratuities to delivery personnel.

**4.7 Due Date for Payment.** Order Processing Fees and amounts owed by you to us under Section 4.4 or Section 10.4 are due to us by Monday and Thursday of each Week (or the next business day if the Monday or Thursday is a federal holiday) for Orders placed during the previous

Week. Your Monthly Subscription Fee and any other amounts due to us are due to us on the first Thursday of each Month. The term "**Week**" means the period starting at 4:00 am Monday and ending at 3:59 am on the following Monday.

**4.8 Method of Payment**

**4.8.1** All payments for Orders, whether received by you, us, our designee or otherwise, must be recorded, and reported to us, in the Computer System (as defined below).

**4.8.2** You must pay us all amounts owed, no later than the due date noted in Section 4.7, by the method or methods that we periodically specify.

**4.8.3** If we collect any amounts for Orders, we will facilitate payment to you of collected amounts on Monday and Thursday of each Week (or the next business day if the Monday or Thursday is a federal holiday) for Orders placed during the previous Week, but we will withhold from such payments to you the required Order Processing Fees, any amounts due to us under Section 4.4 or Section 10.4 and any other amounts that you may owe to us or any merchant or vendor. To the extent we do not receive payments from customers of the Delivery.com Business sufficient to pay the Order Processing Fees and/or other amounts owed to us, you must pay us such additional amounts, no later than the due dates noted in Section 4.7, by the method or methods that we periodically specify. We reserve the right to change the process by which we collect and/or distribute fees, payments and amounts collected on behalf of the Delivery.com Business.

In the event that a payment we attempted to make to you fails, including because any of the information you provided to us is incomplete, inaccurate or untrue, you shall promptly pay us a $2.00 fee per failed payment attempt.

**4.8.4** If we require payment via wire transfer or electronic debit from your bank account, you must maintain sufficient balance in your operating account to meet the payment requirements. You must establish an arrangement for electronic transfer or deposit of any payments we require under this Agreement, and must execute and deliver to us and your bank any documents or authorizations we deem necessary in order to carry out the requirements on this Section 4.8.3.

**4.8.5** You may not, under any circumstances, set off, deduct, or otherwise withhold any Order Processing Fees, interest charges, or any other monies payable to us under this Agreement on grounds of our alleged non-performance of any obligations.

**4.9 Delinquency.** You agree to pay the lesser of 1.5% per month or the maximum amount permitted by applicable Law, if less, on any amounts owed to us that are not paid by the date due in accordance with this Agreement.

**4.10 Taxes.** You shall be solely responsible for paying any and all sales, income, and other taxes imposed upon you or us with respect to your operation of the Delivery.com Business or which may be levied as a result of this Agreement.

**4.11 Index.** All fees described in this Agreement in specific dollar amounts shall be subject to annual adjustment by us, as determined in our sole discretion, up or down, depending on changes in the Index. For the purpose of this Agreement, the term "**Index**" means the Consumer Price Index (1982-84=100: all items; CPI-U; all urban consumers) published by the U.S. Bureau of Labor Statistics (or if the Index is no longer published, a successor index that we may reasonably specify in writing).

**4.12 Early Termination Fee.** If you fail to complete the applicable Term, as partial damages, you agree to pay us the sum of the total average monthly Order Processing Fees paid during your last fiscal year or partial year plus the monthly subscription fee, the total of which shall be multiplied by the number of the months remaining on the applicable Term.

**4.13 Violation Fee.** You agree to pay us $50 per instance of non-compliance with this Agreement or system requirements promptly upon receipt of notice from us of such non-compliance.

**4.14 Transfer Fee.** You must pay to us a transfer fee of $2,500 (the "**Transfer Fee**") if you wish to Transfer this Agreement or a majority of the ownership of the franchisee entity party to this Agreement. We do not charge a Transfer Fee if the owners of this Agreement transfer this Agreement into an entity owned by the same owners with the same ownership percentages.

## 5. OPENING DEADLINE

You must be operational within 6 months of the Agreement Date. If you do not begin operating on time and we do not grant you the right to extend the opening deadline, we will have the right to terminate this Agreement.

## 6. TRAINING

**6.1 Initial Training Program.** Before you begin operating, you (or the Operating Principal, if you are a corporation or other entity), and a manager of the Delivery.com Business (collectively, the "**Highly Trained Personnel**") must all successfully complete our initial training program. The Highly Trained Personnel must be persons that we find acceptable at all times to serve in those capacities. We alone have the right to judge whether a person has successfully completed training. You must complete initial training within 90 days of the Agreement Date, unless we agree otherwise in writing.

**6.2 Additional Training by Us**. We may require the Highly Trained Personnel to successfully complete additional training courses during the Term at a location that we specify (including an annual conference for franchisees in the System) if we feel additional training is merited. If we have an annual conference, we may charge an attendance fee up to $495 per person. We may also offer optional training programs. You may also request that we provide additional training at the location of your Delivery.com Business, and we will provide such training if we determine that we are able to do so. We may charge you a training fee and our out-of-pocket expenses for all additional training programs, whether mandatory or optional, or whether you request, or we require such training, which fee shall be as set forth in the Manual (as defined below) or otherwise in writing. Currently our training fee is $195 per person per day plus any out of pocket expenses.

**6.3 Training by You.** We have the right to specify training programs related to the System that you must conduct for your Delivery.com Business. After you have completed the initial training program, you may train your own personnel using approved training materials. If we train your personnel, you are responsible for expenses incurred while they attend training, including salaries, benefits, travel, lodging, meals, and other related expenses. We reserve the right to charge you for training additional personnel.

## 7. OPERATIONS

**7.1 Compliance with Standards.** You agree to operate the Delivery.com Business according to the then current Manual as well as other guidance that we disseminate. You will use your best efforts to promote, develop, grow, and extend the Delivery.com Business and increase the number of Orders in your APR in accordance with this Agreement and the Manual.

**7.2 Products and Services You May Offer.** You may offer customers only the products and services that we have expressly authorized Delivery.com Businesses to offer, as we may periodically specify in the Manual or otherwise in writing. We have the right to periodically change the authorized products and services, and we may designate specific products and services as optional or mandatory. You acknowledge that we may approve some products, services, and other items for certain franchisees and not others based on legitimate business reasons.

**7.3 Sources of Supplies and Equipment**

**7.3.1** From time to time we may enter into arrangements with manufacturers of supplies, vehicles, or equipment. You must purchase products and equipment from the suppliers with whom we have established purchasing programs for Delivery.com Businesses unless you request, and we approve in writing, a type or brand that is not available.

**7.3.2** We have the right to require that other products, supplies, equipment that you purchase for use in your Delivery.com Business: (a) meet specifications that we establish from time to time; (b) be purchased only from suppliers that we have expressly approved; and/or (c) be purchased only from a single source (which may include us or our affiliates or a buying cooperative that we organize). To the extent that we establish specifications, require approval of suppliers, or designate specific suppliers for particular items, we will publish our requirements in the Manual.

**7.3.3** You agree to pay $100 per hour plus our out of pocket costs of inspection, including personnel and travel costs, if you propose a new supplier of products or equipment for the Delivery.com Business.

**7.4 Image Standards.** You must keep the vehicle accessories, equipment, and uniforms used in the Delivery.com Business and by your employees in the highest degree of cleanliness, orderliness, appearance, sanitation, and repair in accordance with our standards and specifications, including those set out in the Manual.

**7.5 Call Center**

**7.5.1** We or an affiliate, operate, and you agree to use, a call center to receive customer information, schedule delivery orders and services, respond to inquiries from customers, and to provide customer service support (the "**Call Center**"). We may provide you with "view only" access to our third-party dispatch system with respect to delivery Orders in your APR that are dispatched to your drivers by the Call Center in a form determined by us.

**7.5.2** You agree to provide delivery services and products to all customers referred to you from the Call Center.

**7.5.3** We reserve the right to modify or discontinue operating the Call Center. If we discontinue operation of the Call Center, then we will have the right to: (a) require you to purchase Call Center functions from a third party that we designate; and/or (b) require you to perform functions that the Call Center previously provided, at your own expense.

**7.6 Personnel Responsibilities.** You have sole responsibility for all personnel decisions and functions related to your Delivery.com Business, including hiring, firing, compensation, benefits, work hours, work rules, record-keeping, supervision, and discipline of personnel. You must take such steps as are necessary to ensure that your personnel preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet any minimum standards that we may periodically establish in the Manual.

**7.7 Merchant Member Agreement.** You must obtain a merchant member agreement with each restaurant or business before you may provide Delivery services or include a menu or product or service offering in a menu guide, from any restaurant or business in connection with the Delivery.com Business. You must use the form of merchant member agreement and other materials that we prescribe in the Manual (which you must adapt, as needed, to meet applicable state and local Laws). You must deliver to us executed copies of all signed merchant member agreements. We reserve the right, at any time, to disapprove of any restaurant or business for inclusion in the menus or guides from which you may provide products or services for Delivery.

**7.8 Customer Service Program.** You shall interact with prospective and actual customers in a professional and respectful businesslike manner and diligently fulfill your obligations to them when they engage your services. You acknowledge that providing superior customer service is a vital component of the System. You must participate in a customer service program, which we will specify from time to time in the Manual.

**7.9 Maintenance of Goodwill.** You agree not to disparage us or our affiliates and our or their current and former employees, officers, directors, partners, members, shareholders or agents. During the Term, you agree not to do any act harmful, prejudicial, or injurious to us or our affiliates. You will use your best efforts to protect and promote the goodwill of the business of Delivery.com and the Delivery.com Franchise.

**7.10 Major Merchant & Corporate Accounts Program.**

**7.10.1** You acknowledge that we may negotiate certain select account arrangements with merchants who have locations in multiple franchisee territories ("**Major Merchant Accounts**"), including rates and services to be performed. You must provide delivery services for Major Merchant Account clients and businesses in your APR on our behalf, in accordance with the pricing and other terms that we negotiate with the Major Merchant Account client. You may not enter into any relationship with a Major Merchant Account client that we deem to conflict with the client's Major Merchant Account arrangement with us. Certain Major Merchant Account clients may require that we provide additional volume rates or incentives, which we will negotiate with the client on a case-by-case basis.

**7.10.2 Corporate Account Program.** You acknowledge that we may negotiate certain select account arrangements with corporate customers who have locations in multiple franchisee territories ("**Corporate Account**")**.** You must provide delivery services for Corporate Accounts and businesses in your APR on our behalf, in accordance with the terms that we negotiate with the Corporate Account client. You may not enter into any relationship with a Corporate Account client that we deem to conflict with the client's Corporate Account arrangement with us. You also must pay to us the Corporate Account Processing Fee described in Section 4.2.4.

**7.11 Inspections.** We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Delivery.com Business and any other operations taking place through your Delivery.com Business without notice. You must cooperate and give us unrestricted access. If, as part of a review of your business, we request a copy of any business records, you must send us at your expense these records within five business days of receiving our request. This includes the right to inspect and copy all tax returns and bank statements that may show revenues from the Delivery.com Business. We also have the right to require that you implement a plan to resolve issues that we discern from any review we conduct within a reasonable time.

**7.12 Compliance with Laws.** You agree to conduct your business and operations in full compliance with all applicable Laws. You shall obtain and maintain all necessary government approvals, permits, or licenses pertaining to the operation of your Delivery.com Business or any portion thereof from any applicable regulatory or other government authority having jurisdiction over your

Delivery.com Business or any portion thereof. If you are permitted by us to provide alcohol delivery services, you shall comply with all Laws of any applicable beverage alcohol regulatory authority applicable to your Delivery.com Business or operations.

**7.13 Insurance.** You are required to have insurance as may be required by your state Laws and as we may specify in the Manual. You must name Delivery.com Franchising, LLC and our affiliates and each of our respective employees, officers, directors, partners, members, shareholders and agents and others as their interest may appear on a primary, noncontributory basis as an additional insured on these policies and send proof of same to us. The policies must include a waiver of subrogation and provide for at least 30 days' notice to you and us before any cancellation or material change to coverage. Certificates of insurance must be sent in upon annual expiration date. If you suffer a loss to your franchise, such as fire or theft, you are required to use the insurance proceeds to replace or repair the premises or property damaged or lost. If you fail to obtain and maintain insurance coverage as required by this Agreement and/or the Manual, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus our actual costs incurred for our services in procuring the insurance.

**7.14 General Advice.** We will make available to you information about new developments, techniques, and improvements in the areas of operations, management, and marketing, to the same extent as we make the information available to other Delivery.com franchisees in good standing. We may fulfill our obligation in this section through the distribution of printed or filmed material, an Intranet or other electronic forum, meetings, or seminars, individual or group counseling, training programs, telephone communications, or other forms of communications. Limited on-site assistance will be permitted if we have resources available.

**7.15 Temporary Management of the Delivery.com Business.** In order to maintain the continuity of operation of the Delivery.com Business and to preserve the integrity of the System, you agree to permit us to immediately enter the premises of the Delivery.com Business and to operate and manage the Delivery.com Business upon the occurrence of any of the following circumstances: (a) if you abandon or fail, or threaten to abandon or fail, to actively operate the Delivery.com Business for three or more consecutive days; (b) if in our reasonable judgment the Delivery.com Business is in imminent risk of closure due to your financial condition or otherwise; (c) if you fail to complete scheduled Deliveries or services for clients or customers; or (d) upon death or incapacity of the Operating Principal, or an owner of a controlling interest in you resulting, in our opinion, in your diminished capacity to properly operate the Delivery.com Business. We shall have the right to be compensated by the Delivery.com Business for our costs and expenses managing the Delivery.com Business. Our right to manage the Delivery.com Business shall be in addition to, and not instead of, all other rights available to us under this Agreement (including termination).

**7.16 Payment to Merchants and Vendors.** You will make all payments to restaurants, other merchants, suppliers, and vendors when due and will provide proof of payment to us upon request. You acknowledge that your failure to pay restaurants, other merchants, suppliers, and vendors in a timely manner could harm the reputation of the System and our relationship and the relationship of our other franchisees with such restaurant, supplier, or vendor. If you fail to pay a restaurant, other merchant, vendor, or supplier, we may, but are not obligated to, step in and pay all or any portion of the payment. If we pay all or any portion of any payment to a restaurant, vendor, or supplier on your behalf, we will invoice you for reimbursement for such payment, which payment shall be due by you to us promptly upon receipt of such invoice.

## 8. TECHNOLOGY

**8.1** We require you to buy and maintain a laptop or desktop computer that can access an internet connection. We may also require you to purchase additional computer hardware and software to be used by your Delivery.com Business including: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at, between or among Delivery.com Businesses, and between and among your Delivery.com Business and us, our designee and/or you; (b) physical, electronic, and other security systems; (c) printers, smart phones, tablets and other peripheral devices; (d) archival back-up systems; and/or (e) internet access mode (for example, your telecommunications connection, such as broadband) and speed (collectively, the "**Computer System**"). We have the right to specify the brands, types, makes, and models of your desktop or laptop and peripheral devices.

**8.2** We may designate the computer software programs to be used, including computer software programs, delivery scheduling and coordination software, and accounting system software that you must use in connection with the Computer System ("**Required Software**"), which you must install;

**8.3** You agree to install and use the Computer System and Required Software in the manner that we require.

**8.4** You agree to implement and periodically upgrade and make other changes to the Computer System and Required Software as we may reasonably request in writing.

**8.5** You agree to afford us unimpeded access to your Computer System and Required Software in the manner, form, and at the times that we request.

**8.6** You must request and receive our prior written approval for the establishment of any Online Sites that relate in any manner to your Delivery.com Business or refer to the Marks. The term "**Online Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including websites, social networking sites (e.g., Facebook, Twitter, LinkedIn, YouTube, Google My Business, Pinterest, etc.), blogs, applications to be installed on mobile devices (e.g., iPhone, iPad or Android apps). We will have the right to impose such controls and conditions upon your use of any such Online Site as we deem appropriate, including each of the following:

**8.6.1** You agree that any Online Site that you own or that is maintained for your benefit will be deemed advertising under this Agreement and will be subject to (among other things) our prior written approval.

**8.6.2** You agree not to establish, use, or modify any Online Site without our prior written approval.

**8.7** You must only use the email address and other identifiers we designate in connection with the Delivery.com Business. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining our written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) your plan for transmitting such advertisements. You will be solely responsible for compliance with any applicable Laws pertaining to sending e-mails including the Controlling the Assault of Non-Solicited Pornography and Proprietary Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003").

## 9. BUSINESS RECORDS AND REPORTING

**9.1** **Business Records.** You agree to keep complete and accurate books, records, and accounts of all business conducted under this Agreement, in the form and manner prescribed in the Manual.

**9.2 Reports and Financial Statements.** You agree to submit financial and operational reports and records to us at the times and in the manner specified in the Manual. You agree to submit to us each quarter, a current balance sheet and profit and loss statement showing the results of your operations during the previous fiscal quarter and year to date. You or the Operating Principal must certify that the income statement and balance sheet are correct and complete and that they have been prepared in accordance with United States generally accepted accounting principles.

**9.3 Examination and Audit Rights.** We have the right, both during and after the Term, to inspect, copy and audit your books and records, your federal, state, and local tax returns, and any other forms, reports, information or data that we may reasonably designate. We will provide you with ten (10) days written notice before conducting an in-person financial examination or audit. We may conduct the examination or audit at our offices or those of a third-party, in which case we may require you to send us your records.

If we audit your Delivery.com Business because you did not submit sales statements, or keep books and records, or underreported your sales, or underpay your royalties by 2% or more, then you will be responsible for all costs and expenses incurred by us associated with such audit, including reasonable accounting and legal costs.

**9.4 Governing Documents.** If you are a corporation, partnership, limited liability company or other form of entity, you agree to furnish us with a list of holders of direct or indirect equity interests and their percentage interests, as well as copies of your governing documents and any other corporate documents, books, or records. The Owners may not enter into any shareholders' agreement, management agreement, voting trust or other arrangement that gives a third party the power to direct and control your affairs without our prior written consent. Your governing documents must provide that any Transfer of ownership interest must be in accordance with Section 15 of this Agreement.

## 10. ADVERTISING

**10.1 Local Marketing.** You agree to spend $10,000 on a grand opening marketing program for the Delivery.com Business during the first six months of operation. The grand opening program will use the marketing, advertising and public relations programs, media, and materials we have developed or approved and is separate from your other marketing and advertising requirements. We may require you to submit expenditure report(s) to us, accurately reflecting your grand opening marketing expenditures.

**10.2 Advertising Guidelines and Approval**. You agree as follows:

**10.2.1** You shall advertise and promote only in a manner that is clear, factual, and not misleading and conducted in a dignified manner that looks favorably on us.

**10.2.2** You shall use our advertising templates or, if you wish to use your own material, you shall submit to us for written approval all advertising and promotional material, including proposed signage and social media, prior to its use, at least 30 days prior to the proposed use of such advertising material or such shorter time period as we may agree. If our written approval is not received within 30 days, or such shorter time period we agree to, from the date we received the material, the material is deemed disapproved.

**10.2.3** You agree to participate in all promotional programs that we create, offer, or advertise.

**10.2.4** Your advertising must comply with applicable federal, state, and local Laws.

**10.2.5** You must also prominently display franchise brochures that we provide, at our cost, to solicit prospective franchisees.

**10.2.6** You must include in all advertising and/or promotional material any toll-free number or Internet address we require. We may also require you to include generic language generally promoting Delivery.com franchise sales in any advertisements.

**10.2.7** You will promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us.

**10.3 Special Promotions.** We may periodically require you to participate in and comply with special promotional activities for Delivery.com Businesses generally or in specific geographic areas or for specific types of venues. You must bear your own costs of participating locally in such promotions.

**10.4 Loyalty and Rewards Programs.** If you have a customer loyalty or reward program, we will convert your loyalty or reward program into the Delivery.com reward program as further described in the Manual. You agree to abide by the terms of any customer loyalty or reward program that we implement. All redemptions of points or rewards by customers in your APR, whether earned prior to or after the Agreement Date, will be at your cost. We reserve the right to implement, cancel, modify, or amend such program in our sole judgement.

## 11. MARKS

**11.1 Your Right to Use Our Marks.** You agree to use only our Marks to operate your Delivery.com Business and you shall not operate your Delivery.com Business under any name, logo, trademark or service mark other than the Marks as provided and approved by us from time to time. Use of our Marks must be in accordance with this Agreement and our Manual. You agree not to directly or indirectly contest the validity or ownership of the System or Marks or take any action detrimental to our rights in the System and Marks during or after the Term.

**11.2 Your Acknowledgments.**

**11.2.1** You acknowledge and agree that: (a) Franchisor and its affiliates shall remain at all times the sole and exclusive owner of all right, title and interest in and to the Names and Marks and any and Intellectual Property and Intellectual Property Rights therein and thereto and all goodwill associated therewith, (b) neither this Agreement, nor your use of the Marks hereunder, shall create, nor shall be construed as a grant of, any right, title or interest in or to any Names and Marks, other than the limited right granted in Section 11.1, (c) all right, title and interest in and to the Names and Marks is expressly reserved by Franchisor, (d) Franchisee shall keep the Marks free from all liens, mortgages, or other encumbrances, (e) the Marks serve to identify the business of Delivery.com and the Delivery.com Franchise, (f) you will use only the Marks we designate, and only in the manner we authorize, and (g) you will use the Marks to promote and offer for sale only the products and/or services that we have approved, and not use any Marks in association with the products, materials or services of others.

**11.2.2** You recognizes the value of the goodwill associated with the Names and Marks and the proprietary rights therein and thereto. Any and all use of the Marks and any and all goodwill arising therefrom shall inure solely to our benefit.

**11.2.3** You shall fully cooperate (and shall ensure that its Personnel fully cooperate) with us as reasonably required from time to time by us to perfect or otherwise secure all rights, title and interest in any and all Marks, including execution of any documents deemed necessary or required therefor.

**11.3 Limitations on Your Use of Our Marks.** You shall not (and shall cause each of your affiliates, owners, agents, employees, officers and directors in each case, whether present or future (collectively, "**Personnel**") not to:

**11.3.1.** use, apply for or register in any manner, form or jurisdiction the Marks or any of Franchisor's or any of Franchisor's affiliates' or subsidiaries' (Franchisor together with its affiliates and subsidiaries, collectively "**Franchisor Companies**") names, trade names, logos, trademarks, service marks, corporate names, Internet domain names, social media/username domains, or sub-domain names, in each case, whether registered or unregistered, or any variations, translations, or transliterations thereof, or any terms confusingly similar to any of the foregoing (collectively, the "**Names and Marks**"), except as permitted under this Agreement;

**11.3.2.** sublicense the Names and Marks to any third party or grant any third party the right to use any Names and Marks;

**11.3.3.** interfere with or seek to prevent our use, application or registration of any the Names and Marks or any Intellectual Property or Intellectual Property Rights therein;

**11.3.4.** contest or in any way challenge the right, title and interest of Franchisor Companies in and to any Names and Marks or the validity of any Names and Marks or Franchisor Companies' applications or registrations thereof;

**11.3.5.** do, omit to do, or permit to be done, any act which will or may dilute or tarnish the business of Delivery.com or the Delivery.com Franchise or any Names and Marks, or bring disrepute to or in any manner impair or damage the business of Delivery.com or the Delivery.com Franchise or any Names and Marks or the goodwill associated with any of the foregoing;

**11.3.6.** use or permit the use or display of the Marks as part of any Internet domain name or website, or any other electronic identifier (including e-mail addresses, account names in a social media site, and the like) in any forum or medium;

**11.3.7.** use any marks that could be confused with the Names and Marks.

**11.3.8.** use "Delivery.com" or any confusingly similar words, as any part of the name of a corporation, LLC or other entity. However, "Delivery.com" followed by your entity number, or such other designation as we shall specify, shall be your "doing business as" name for an entity which owns this franchise, sometimes also called your "assumed name," "trading as" name, or "fictitious name."

**11.4 Changes to Our Marks.** We have the right to change, discontinue, or substitute any of our Marks. You must adopt and use any new Marks as required by us. Any expenses you incur because of adopting and using these new Marks are your responsibility.

**11.5 Third-Party Challenges**

**11.5.1** You must promptly notify us in writing of any and all actual or threatened infringements, copying, imitations, simulations, illegal use or unauthorized use of the System and/or Marks of which you become aware and if you learn of any claim against you for alleged infringement, copying, unfair competition, or similar claims about the System and/or Marks. If it comes to your knowledge or attention that the use of the System and/or Marks infringe or allegedly infringe the right of any third party, you shall not make any admission or enter into any settlement or take any step in connection therewith but shall promptly notify us in writing and shall cooperate with us upon request in taking all such steps as we may deem advisable or necessary in connection therewith. We may, but are not required to take affirmative action when notified of these uses or claims. You agree not to, at any time, take action or commence other legal proceedings in any court or administrative agency regarding any actual or alleged infringements, copying, imitations, simulations, illegal use or unauthorized use of the System or Marks.

**11.5.2** We shall decide, in our sole discretion, what action to take, if any, with respect to any of the above-described uses and claims. We shall have sole and exclusive control over any claim, administrative proceedings or litigation involving the System and/or a trademark licensed by us to you. We are not required to participate in your defense or indemnify you for expenses or damages if you are a party to a claim, or an administrative or judicial proceeding involving the System and/or a trademark licensed by us to you or if the claim or proceeding is resolved unfavorably to you.

**11.5.3** If we undertake the defense or prosecution of any litigation relating to the System and/or Marks, you agree to render all reasonable assistance to Franchisor in connection with any matter pertaining to the protection of the System and Marks and execute and deliver to us any and all documents and do the things that our counsel deems necessary to carry out such defense or prosecution (including becoming a party to any legal action). You also agree to pay all of our expenses in connection with your defense (including attorney fees).

This Section 11 shall survive termination or expiration of the Agreement.

## 12. OPERATIONS MANUAL

We will provide you access to our proprietary and confidential operations manual, as well as manuals and writings prepared by us for your use in operating the Delivery.com Business (collectively, the "**Manua**l"). We may disseminate the Manual electronically. You agree not to copy, duplicate, record or otherwise reproduce the Manual or other materials provided by us, in whole or in part, except to provide the Manual only to those employees of yours that have a need-to-know in connection with the operation of your Delivery.com Business and that have been informed of the proprietary and confidential nature of the Manual and are directed to comply with the obligations of Section 12 with respect to the Manual. You shall be responsible for any breach of Section 12 with regard to the Manual by any of your employees. We may revise the Manual from time to time to adjust for legal or technological changes, competition, or attempts to improve in the marketplace. You agree to operate the Delivery.com Business according to the then current Manual as well as information bulletins and guidance that we disseminate electronically. You agree to keep your copy of the Manual up-to-date and to comply with each new or changed standard promptly upon receipt of notice from us. If a dispute develops relating to the contents of the Manual, our copy of the Manual maintained at our headquarters controls.

## 13. CONFIDENTIAL INFORMATION

**13.1 Definition.** "**Confidential Information**" means any and all trade secrets and other confidential and/or proprietary information or data relating to us and/or our affiliates (in whatever form provided, whether oral, written, electronic or otherwise), including our and our affiliates' businesses, assets, finances, accounts, activities, plans, pricing policies, market activity, strategies, customers, technology, systems, analytics, communications, data, reports, analyses, compilations, studies, interpretations, records, notes, lists, financial statements, software, System, Intellectual Property, Intellectual Property Rights (including all Intellectual Property and Intellectual Property Rights associated with the System), Customer Data, Merchant Data, as well as any and all trade secrets, confidential and/or proprietary information relating to any of our or our affiliates' counterparties, licensors, suppliers, franchisees, potential franchisees, service providers or other third parties, or other materials or information, obtained or learned by or disclosed to you during the Term.

**13.2 Confidentiality.** You will not (and shall ensure your Personnel do not) directly or indirectly disclose, publish, disseminate or use our Confidential Information except as authorized herein. You may use our Confidential Information solely to the extent necessary to operate your Delivery.com Business in accordance with this Agreement, but in doing so will only allow dissemination of our Confidential Information only to those Personnel that have a need-to-know and that have been informed of the proprietary and confidential nature of such Confidential Information and are legally obligated to comply with the obligations of this Section 13. You shall be responsible for any breach of this Section 13 by any of your Personnel or any other person that receives any of our Confidential Information from or through you or your Personnel. The provisions of this Section 13.2 shall not apply to Confidential Information (other than the obligations related to Personal Information, Customer Data and Merchant Data) that (a) has been voluntarily disclosed to the public by us, or (b) has otherwise entered the public domain through lawful means.

You agree that the Confidential Information is proprietary and confidential to us and our affiliates and we retain all right, title, and interest in and to the Confidential Information, including all Intellectual Property Rights therein and thereto. The use or disclosure of any portion of the Confidential Information in a manner inconsistent with this Agreement or any breach of this Section 13 may cause us and our affiliates irreparable damage and we shall be entitled to equitable and injunctive relief to prevent such threatened or actual unauthorized use, disclosure or breach. Without limiting the foregoing and in addition thereto, in the event of any breach of this Section ~~132~~13.2, you shall promptly disgorge any and all revenue earned by it or any of your employees or agents arising from the use, development, marketing, sale, implementation or exploitation of any portion of the Confidential Information or breach of this Section 13.

Notwithstanding the foregoing and in addition thereto: (a) You agree to and shall ensure that your employees and agents cooperate with us with respect to our obligations under the Privacy Laws and comply with all provisions of Privacy Laws applicable to the Delivery.com business or us relating to the collection, storage, use, processing or disclosure and disposal of Personal Information that you or any of your employees or agents possesses, collects, processes or obtains access to; and (b) if you or any of your employees or agents possesses, collects, processes or obtains access to any Personal Information, you (i) shall not and shall cause your employees and agents not to use any such information, except solely to the extent necessary to operate your Delivery.com Business and (ii) shall restrict and shall cause your employees and agents to restrict access to such Personal Information to those of your employees and agents who have a need to know the information contained therein solely to the extent necessary to operate your Delivery.com Business.

**13.3 Return of Information.** Upon termination or expiration of this Agreement, you will return to us all of our Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all other sources that contain or reflect any such Confidential Information. Notwithstanding the foregoing, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will remain subject at all times to the confidentiality restrictions of this Agreement, which obligations shall survive the termination or expiration of this Agreement.

**13.4 Required Disclosure of Confidential Information.** If you or any of your employees are required pursuant to legal or regulatory process to disclose any Confidential Information, you will promptly notify us (unless it would be unlawful to do so) of the existence, terms and circumstances surrounding such request to permit us to seek a protective order or take other appropriate action. You will reasonably cooperate in our efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If, in the absence of a protective order, you or your applicable employee is, in the opinion of its counsel, compelled as a matter of law or regulation to disclose any Confidential Information, you or such employee may disclose to the party compelling disclosure only that part of the Confidential Information as is required by applicable Law to be disclosed.

**13.5 Customer Data and Merchant Data**. You may use the Customer Data and Merchant Data during the Term solely as permitted by this Agreement or our Manual. "**Customer Data**" means any and all information about customers that may be collected in connection with the Delivery.com Business, the Delivery.com Franchise or customers' use of your franchise services, including name, telephone number, address, and email address. "**Merchant Data**" means any and all information about merchants that may be collected in connection with their relationship with your Delivery.com Business, or their relationship with us or an affiliate, including the terms of the merchant member agreement.

**13.6 System Intellectual Property Ownership.**

**13.6.1** You acknowledge and agree that (a) as between us and you, we are and shall remain at all times the sole and exclusive owner of all right, title and interest in and to the System and all Intellectual Property and Intellectual Property Rights therein and thereto, (b) neither this Agreement, nor your use of the System shall create, nor be construed as a grant of, any right, title or interest in or to the System, other than the limited right granted by this Agreement, (c) all right, title and interest in and to the System is expressly reserved by us, and (d) you shall keep the System free from all liens, mortgages, or other encumbrances.

**13.6.2** To the extent you have or later obtain any Intellectual Property Rights or other property rights, or interests in and to the System by operation of law or otherwise, you hereby disclaim all such rights and interests and hereby irrevocably assigns and transfers such entire right, title and interest in and to the System (including any and all Intellectual Property Rights) exclusively to us without further consideration, and further agree to irrevocably and without further consideration, assign to us all of your rights, title and interest (including any and all Intellectual Property Rights) therein and thereto.

**13.6.3** You will not (and shall cause your Personnel not to): (a) apply for, register or undertake to obtain, copyright, trademark, service mark, trade secret, patent rights, or other Intellectual Property Right with respect to the System, (b) contest or in any way challenge the right, title and interest of Franchisor Companies in and to the System or the validity thereof, or (c) interfere with or seek to prevent Franchisor Companies' use, application or registration of any Intellectual Property or Intellectual Property Rights in the System.

~~This Section 13 shall survive termination or expiration of the Agreement.~~

**13.7 Suggestions**. You agree that we may incorporate into our business operations any suggestions, enhancement requests, recommendations, or other feedback provided by you or anyone else and we shall have sole rights and title to such suggestions.

**13.8 Performance Data**. You agree that we may share performance data from your Delivery.com Business with our affiliates and our and their employees and with other franchisees and their employees. You agree to keep your performance data and any other performance date of other franchisees that we provided to you confidential in accordance with this Section 13.

**13.9 Publicity.** Except as required by law, you may not make any press release or other public announcement respecting the subject matter of this Agreement without our written consent as to the form of such press release or public announcement.

**13.10 Name and Likeness**. You give us permission to use your name and likeness in all forms and media for advertising, trade, and any other lawful purposes.

This Section 13 shall survive termination or expiration of the Agreement.

## 14. TRANSFERS BY US

We have the unrestricted right to transfer or assign all or any part of our rights or obligations under this Agreement to any person or legal entity without your consent and without any notice to you. You agree that we will have no liability after the effective date of transfer or assignment for the performance of, or for any failure to perform, any obligations we have transferred. We also have the absolute right to delegate to others the performance of any of our duties, obligations, or benefits under this Agreement.

## 15. TRANSFER

**15.1 Transfer by You**. You may Transfer this Agreement, or your interest therein, only if we expressly approve such Transfer in writing in advance, and you comply with the provisions in this Section 15. For purposes of this Agreement, "**Transfer**" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to a sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition. "**Transfer**" when used as a noun shall have a correlative meaning. A Transfer includes the Transfer of any interest in the franchisee entity, either in one singular transaction or through an aggregation of multiple transactions, and a Transfer of all or substantially all of your assets. We shall not unreasonably withhold approval of any Transfer. If this Agreement is held by joint tenants or tenants in common, all joint tenants or tenants in common must join in any Transfer of an ownership interest in this Agreement, except any person who is deceased or under a legal disability.

**15.2 Transfer to a Controlled Entity**. A "**Controlled Entity**" is an entity in which you are the beneficial owner of 100% of each class of voting ownership interest. A Transfer of this Agreement to a Controlled Entity shall not trigger the Right of First Refusal described in Section 15.5. At the time of the desired Transfer to a Controlled Entity, you must notify us in writing of the name of the Controlled Entity and the name and address of each officer, director, shareholder, member, partner, or similar person and their respective ownership interest. The Controlled Entity and each shareholder, member, partner or similar person shall sign a general release and an amendment, or our then current form of franchise agreement, as required by us. We do not charge a Transfer Fee for this Transfer.

**15.3 Transfer within an Entity**. A Transfer of an equity interest of the entity that owns the Delivery.com Business shall not trigger the Right of First Refusal described in Section 15.5 if only the percentage ownership, rather than the identity of the owners, is changing. Prior to the time of the desired Transfer, you must notify us in writing of the name and address of each officer, director, shareholder, member, partner or similar person and their respective ownership interest. Each such person shall sign a general release and an amendment, or our then current form of franchise agreement, as required by us, and you shall pay to us the Transfer Fee.

**15.4 Conditions for Approval to Transfer**. We may condition our approval of any proposed Transfer of the Delivery.com Business or of your interest in this Agreement upon satisfaction of the following occurrences:

**15.4.1** You are current in all monetary obligations to us, our affiliates, and our designated/approved suppliers and vendors;

**15.4.2** You are in full compliance with this Agreement;

**15.4.3** –You execute any transfer, amendment, or release forms that we may require;

**15.4.4** You or the transferee provide to us a copy of the proposed documents as we may request to evidence the transfer;

For a Transfer under Section 15.1, the following conditions also apply:

**15.4.5** The transferee must be approved by us and demonstrate to our satisfaction, and in our sole discretion, that s/he, or each of the equity holders, partners, members, shareholders, directors or officers of the transferee, meets our educational, managerial, and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement;

**15.4.6** The transferee must execute our then-current form of franchise agreement;

**15.4.7** You or the transferee must pay to us the Transfer Fee;

**15.4.8** The transferee must satisfactorily complete our initial training program at the transferee's expense within the time frame we establish;

**15.4.9** You must comply with the post-termination provisions of this Agreement beginning on the date of Transfer;

**15.4.10** The transferee must obtain within the time limits set by us and maintain thereafter, all necessary permits, certificates, licenses, and consents to operate the Delivery.com Business;

**15.4.11** The purchase price and terms of the proposed Transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation and performance under its franchise agreement;

**15.4.12** You must request that we provide the prospective transferee with our current franchise disclosure document and the Transfer must be made in compliance with any Laws that apply to the Transfer, including state and federal Laws governing the offer and sale of franchises;

**15.4.13** Our approval of the Transfer will not constitute a waiver of any claims we may have against the transferring party;

**15.4.14** We will have the right to disclose to any prospective transferee such revenue reports and other financial information concerning the Delivery.com Business as you have supplied us hereunder; and

**15.4.15** In any event, we may withhold or condition our consent to any Transfer as we deem appropriate based on the circumstances of the Transfer or otherwise.

**15.5 Our Right of First Refusal.** If you have received and desire to accept a signed, bona fide offer to purchase or otherwise Transfer this Agreement, or any interest in it, you shall grant us the option (the "**Right of First Refusal**") to purchase the Delivery.com Business as provided below:

**15.5.1** Within fourteen (14) days of receipt of the offer, you shall offer the Right of First Refusal to us by notice in writing, including a copy of the signed offer to purchase which you received and setting forth all details of the proposed Transfer ("**Notice**"). We shall have the right to purchase the Delivery.com Business or interest in the Delivery.com Business at and for the price and upon the terms set out in the Notice, except that we may substitute cash for any non-cash form of payment proposed. Should we wish to exercise our Right of First Refusal, we will notify you in writing within 15 days from our receipt of the Notice. We shall have 60 days after the exercise of our Right of First Refusal to close the applicable purchase. Upon the giving of such notice by us, there shall immediately arise between us and you a binding contract of purchase and sale at the price and upon the terms contained in the Notice subject to such additional terms, conditions, and covenants of indemnity, warranty, and the like as we shall require, including the satisfaction by you of all conditions that shall enable us to treat the accounting of the purchase in the Right of First Refusal in the manner most favorable to us.

**15.5.2** If we do not exercise our Right of First Refusal in the time period as set forth in Section 15.5.1, you may Transfer the Delivery.com Business or ownership interest therein according to the terms set forth in the Notice, provided that you satisfy the conditions in Section 15.4 and complete the sale within 90 days from the day on which we received the Notice. If you do not conclude the proposed Transfer within the 90-day period, the Right of First Refusal granted to us shall continue in full force and effect and you may not consummate such Transfer without first complying with the Right of First Refusal again.

**15.6 Death or Incapacity.** If you are a natural person, then in the event of your death or incapacity, you, or your estate, must actively begin the process to seek a transfer of your rights under this Agreement within 60 days and must complete the transfer within 6 months of your death or incapacity. If you or your estate fails in either respect, then we may terminate this Agreement. The new franchisee must pay the Transfer Fee, meet our qualifications, complete initial training, and enter into our then-current form of franchise agreement. We are entitled to reimbursement from you or your estate for any reasonable expenses incurred by us pursuant to Section 7.15. The term “incapacity” means a condition that prevents you from reasonably carrying out your duties under this Agreement.

## 16. TERMINATION

**16.1 Termination by Us.** We may terminate this Agreement with notice, but without the opportunity to cure, for any of the following reasons:

**16.1.1** If you do not pass our initial training in accordance with our passing standards;

**16.1.2** If you (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of yourself or of all or a substantial part of your property, (ii) are unable, or admit in writing your inability, to pay your debts generally as they mature, (iii) make a general assignment for the benefit of your creditors, (iv) are an entity, are dissolved or liquidated in full or in part, (v) become insolvent (meaning unable to pay your bills in the ordinary course as they become due, or (vi) take any action for the purpose of effecting any of the foregoing;

**16.1.3** If you (i) commit a material violation of any applicable Law associated with the operation of the Delivery.com Business, (ii) engage in conduct that constitutes, are charged with, convicted of, or plead guilty or no contest to, a felony or any other crime involving dishonesty, fraud or theft under U.S. federal, state or local Law or any applicable foreign Law, (iii) engage in conduct that constitutes, are convicted of, or plead guilty or no contest to, any other crime that detrimentally affects, or that we believe is likely to detrimentally affect, (x) your ability to operate your Delivery.com Business or perform and/or fulfill your responsibilities under this Agreement or (y) the reputation of us, any of our affiliates or the System, or (iv) engage in any repeated conduct or other pattern of behavior that detrimentally affects, or that we believe is likely to detrimentally affect, (x) your ability to operate your Delivery.com Business or perform and/or fulfill your responsibilities under this Agreement or (y) the reputation of us, any of our affiliates or the System;

**16.1.4** If you abandon the Delivery.com Business or discontinue the active operation of the Delivery.com Business for three or more business days, except when active operation is not reasonably possible, such as because of a natural disaster;

**16.1.5** If you, any Owner, or the Operating Principal commits any fraud or misrepresentation in the operation of the Delivery.com Business;

**16.1.6** Any condition exists with respect to the Delivery.com Business that, in our reasonable judgment, seriously jeopardizes public health or safety;

**16.1.7** If you, any Owner or the Operating Principal materially breach any other agreement with us or any of our affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure;

**16.1.8** You fail to pay suppliers an amount exceeding $3,000 for more than 60 days;

**16.1.9** You fail to permit us to inspect or audit your franchise;

**16.1.10** You purport to make any Transfer that does not comply with Section 15;

**16.1.11** You fail to use the software that we require for a Delivery.com Business or you attempt to (or actually do or cause others to) reverse engineer, decompile, remove or defeat the security features, or otherwise uncover the code for our software;

**16.1.12** You fail to comply with Sections 11, 13 or 18; or

**16.1.13** If you commit three or more breaches of this Agreement, the Manual, or any other agreement with us or any of our affiliates, in any 18-month period regardless of whether such breaches were cured after notice.

**16.2 Termination by Us – with Opportunity to Cure.** We may terminate this Agreement within thirty (30) days after sending you notice and an opportunity to cure if:

**16.2.1** You violate any other term or condition of this Agreement, the Manual, or any other agreement with us or any of our affiliates, or

**16.2.2** Any amount owing to us from you is more than 30 days past due.

**16.3 No Refund of Initial Fee**. Upon termination of this Agreement, we have no obligation to return or refund to you any fee previously paid to us or any of our affiliates by you.

**16.4 Call Option.** At any time after the Delivery.com Business is open and in operation, we will have the right, but not the obligation, to purchase the Delivery.com Business (the "**Call**"). In connection with the Call:

**16.4.1** We will provide written notice to you of our intention to exercise the Call prior to any expiration or termination of this Agreement, and the Call purchase shall close within ninety (90) days after receipt by you of our notice of exercise. During this 90-day period, we shall have the right to review and audit your financial statements, and, in our discretion, to withdraw our exercise of the Call.

**16.4.2** Upon exercise of the Call as set forth in this Section 16.4, we shall purchase, for the Purchase Price (as defined below), your right, title, and interest in the assets and properties comprising the Delivery.com Business or that are operated by you under the Marks. The "**Purchase Price**" shall be payable at closing of the Call transaction and shall be in an amount equal to Net Food Sold (as defined below) during the twelve (12) month period preceding the date we exercise the Call, multiplied by 1.25. "**Net Food Sold**" means the total food sold and paid for by customers of restaurants subject to Orders (and does not include any other fees we may charge to customers in connection with an Order), as we periodically determine in the Manual or otherwise, minus the total food costs paid to those restaurants for the food that was sold in those Orders.

**16.4.3** To the extent the liabilities of the Delivery.com Business subject to the Call exceed the cash on hand in the Delivery.com Business subject to the Call and the net accounts receivable (excluding bad accounts) transferred to us, we shall have the right to require that a part of the Purchase Price be paid directly to the creditors of the Delivery.com Business at the closing of the purchase, such that we shall receive the Delivery.com Business free and clear of all said liabilities.

**16.4.4** The Call shall be subject to such terms, conditions, and covenants of indemnity, warranty, and the like as we shall require, including the satisfaction by you of all conditions that shall enable us to treat the accounting of the purchase in the Call in the manner most favorable to us.

**16.4.5** You shall at your expense cause the financial statements to be audited by accountants acceptable to us, if required by us. Each party shall be responsible for the costs incurred in providing its own legal counsel and conducting business due diligence.

**16.5** Upon termination, expiration, or nonrenewal of this Agreement, all rights granted to Franchisee under this Agreement (including rights granted pursuant to Sections 2.1 and 11) shall immediately terminate and revert to Franchisor.

## 17. POST-TERMINATION OBLIGATIONS

Upon termination, expiration, or nonrenewal of this Agreement for any reason, including a sale of all or any part of the Delivery.com Business, you must immediately:

**17.1** pay all sums owing to us, our affiliates, and suppliers;

**17.2** deliver to us copies of the business records of your Delivery.com Business;

**17.3** stop using the System, Manual and Marks;

**17.4** stop using and promptly return to us or destroy, at our option, any and all Confidential Information;

**17.5** cease identifying as a Delivery.com franchisee and immediately and permanently cease all use of the Marks and any other names, trademarks, logos and service marks which are likely to be confused with our Marks;

**17.6** cancel any assumed name registration or equivalent registration containing the name Delivery.com or any other Marks or any terms confusingly similar to the Marks;

**17.7** cancel or, at our request, assign to us all telephone numbers under your ownership used in the Delivery.com Business;

**17.8** at our option, assign to us any interest which you have in the lease or sublease for the building from which the Delivery.com Business is operated;

**17.9** offer to us the right to purchase your equipment, signage, and supplies within 30 days of the date of termination for the adjusted book value, which is the undepreciated book value of the assets on your most recently filed federal tax return prior to the date of the termination or expiration. For equipment that is five or more years old, the parties agree that fair market value shall be deemed to be ten percent (10%) of the equipment's original cost. If we elect to exercise any option to purchase herein provided, we will have the right to set off all amounts due from you to us or any of our affiliates;

**17.10** adhere to the provisions of the post-Term covenants not to compete and not to solicit set out in Section 18;

**17.11** abide by any other covenant in this Agreement that requires performance by you after you are no longer a franchisee;

**17.12** execute, from time to time, any necessary papers, documents, and assurances to effectuate the intent of this Section 17; and

**17.13** promptly return to Franchisor or, at Franchisor's option, destroy, at Franchisee's expense, all records and copies of technical, marketing, advertising, sales, and promotional material in its possession bearing the Marks.

## 18. RESTRICTIONS ON COMPETITION

**18.1 During the Term.** You agree that during the Term, you will not, in the United States, without our prior written consent, directly or indirectly through one or more of your affiliates or any other person, own, manage, operate, control or participate in the ownership, management, operation or control of any Competitive Business. The term "**Competitive Business**" means engaging in the provision of services that are the same as or similar to a Delivery.com Business, namely the provision of residential or corporate delivery services of any products.

**18.2 After Termination, Expiration or Transfer.** For two (2) years from the date of expiration, termination or Transfer of this Agreement, you may not directly or indirectly through one or more of your affiliates or any other person, own, manage, operate, control or participate in the ownership, management, operation or control of any Competitive Business within your APR, within five (5) miles in any direction of the outside borders of your APR, and/or within any other Delivery.com APR, or in any city or county where Delivery.com conducts business similar to the Delivery.com Business at the time of expiration, termination, or Transfer.

**18.3 No Solicitation of Customers and Merchants**. You will not, for a period of two (2) years from the date of expiration, termination or Transfer of this Agreement, in your APR or within fifty (50) miles of the boundaries of your APR, directly or indirectly through one or more of your affiliates or any other person, solicit or entice, or attempt to solicit or entice, any clients, customers, merchants or suppliers of your Delivery.com Business for purposes of diverting their business or services from any other Delivery.com Business or for the purpose of offering such client, customer, merchant or supplier any service that would be a Competitive Business.

**18.4 No Solicitation of Other Franchisees**. You will not, for a period of two (2) years from the date of expiration, termination or Transfer of this Agreement, directly or indirectly through one or more of your affiliates or any other person, solicit or entice, or attempt to solicit or entice, any other Delivery.com Business for purposes of diverting their business or services from us or any of our affiliates.

**18.5 Owners and Employees.** By execution of this Agreement, you and each Owner personally binds themselves to comply with this Section 18 as if they were you. You must also obtain executed covenants similar to those set forth in Section 13, and this Section 18, from your officers, directors, and employees in the form provided in Appendix B to this Agreement.

**18.6 Enforcement.** You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of this Section 18.

**18.7 Blue Pencil.** If any court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such court shall have the power to modify any such unenforceable provision in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Section 18 or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by applicable Law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them.

## 19. RELATIONSHIP OF THE PARTIES

You and we shall be independent contractors of each other. Nothing in this Agreement shall be deemed to create a joint venture, partnership, fiduciary relationship, employer-employee relationship, or principal-agent relationship between us, our affiliates, or of any of our or their respective officers, directors, employees, partners, or agents (collectively, the "**Franchisor Parties**") and you. You acknowledge and agree that, in respect of the relationship between you and us, you shall be treated as an independent contractor for all purposes and shall (a) have no authority to bind or obligate us, (b) not hold yourself out as, nor claim to be, a partner, fiduciary, officer, employee, or agent of any of the Franchisor Parties, and (c) shall ensure that you and/or your Personnel or other representatives do not and will not make claims, demands, or applications to any right, privilege, or treatment applicable to any of the Franchisor Parties. In addition, you acknowledge and agree that neither we nor any of the other Franchisor Parties shall be liable, in whole or in part, for any act, omission, debt, or other obligation of yours.

## 20. INDEMNIFICATION

You agree to and shall indemnify, defend, and hold harmless all Franchisor Parties from any and all claims (including taxes), losses, damages, demands, causes of action, costs, payments, liabilities and expenses (including any and all attorneys' fees, costs of investigation, discovery, litigation and settlement, interest and any judgments, fines and penalties) (collectively, "**Losses**") as incurred, arising out of, in connection with or related in any way to (a) any breach of this Agreement by you or any of your Personnel, (b) the Delivery.com Business or any of your or your Personnel's operations, acts, or omissions, (c) your or your Personnel's use of the System, Marks, and/or any of our products or services, (d) any and all information, images, or content provided to us by you or on your behalf or their use as contemplated by this Agreement (for the avoidance of doubt, the foregoing includes, claims for tax liabilities, libel, plagiarism, copyright infringement, trademark, and trade dress infringement, and unauthorized use of a person's name or image), and (e) any criminal or civil liability arising from the delivery of any beverage alcohol product (including any liability attributable to the delivery to any visibly intoxicated person or any underage person), or any failure to comply with any Laws pertaining to beverage alcohol. In addition, and without limiting the scope or application of any of the foregoing, you shall indemnify, defend, and hold harmless all Franchisor Parties from any and all Losses, as incurred arising out of, in connection with or related in any way to investigating, preparing for, defending against, or settling any commenced or threatened litigation, arbitration, proceeding, or claim made by, on behalf of, or relating to any of your Personnel.

## 21. WARRANTIES; LIMITATION ON LIABILITIES; SUBCONTRACTORS.

**21.1. Warranties.** You represent and warrant that: (i) you and your Personnel are and will continue to be during the Term in compliance with any and all applicable Laws, including Privacy Laws; (ii) you and your Personnel hold and shall continue during the term of this Agreement to hold any and all permits, authorizations and licenses necessary and/or required to operate your and their respective businesses**;** (iii) any and all information, images and content provided by you or on your behalf in connection with the System, listing and/or other services we provide to you and/or this Agreement is accurate, is current and complete and you have the right to provide and we have the right to use such information, images and content in connection with the System, listing and/or other services we provide to you and/or this Agreement without violation of any proprietary or other right of any third party or any law, rule or regulation; and (vi) you and your Personnel operate and shall continue to operate your and their respective businesses in compliance with all applicable Laws, including Privacy Laws**.**

You further represent and warrant that: the execution, delivery and performance of this Agreement and operation of the Delivery.com Business do not and will not (i) violate the Privacy Policy as it currently exists or as it existed at any time during which any Personal Information was collected or obtained by the Franchisee, or (ii) require delivery of any privacy notice to or consent from any person to transfer, or prohibit the transfer, of the Personal Information to the Franchisor and its affiliates as contemplated by this Agreement, or (iii) violate any Privacy laws.

No actions are pending or, to your knowledge, threatened against you relating to: (i) the collection or use of Personal Information, or (ii) claims relating to infringement, misappropriation or violation of any third party's propriety rights. You have all necessary agreements in place with all service providers, vendors and other Persons whose relationship with the Franchisee requires the relevant service provider, vendor or other Person to collect, protect, store, process, use and/or disclose any Personal Information on behalf of the Franchisee and, where required, such agreements comply with Privacy Laws applicable to the Franchisee.

**21.2** Except as set forth in any representations contained in the Franchise Disclosure Document:

THE SYSTEM, MARKS, PRODUCTS, GOODS, SERVICES, INFORMATION AND/OR CONTENT ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, GUARANTIES, CONDITIONS, COVENANTS AND REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY RELATED TO MERCHANTABILITY, QUALITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TIMELINESS AND ERROR-FREE UNINTERRUPTED SERVICES AS TO THE SYSTEM, MARKS, PRODUCTS, GOODS, SERVICES, INFORMATION AND/OR CONTENT OR USE OF ANY OF THE FOREGOING, AND WE AND OUR AFFILIATES MAKE NO WARRANTY THAT (i) THE SYSTEM, MARKS, PRODUCTS, GOODS, SERVICES, INFORMATION AND/OR CONTENT WILL MEET YOUR REQUIREMENTS, (ii) ACCESS TO THE SYSTEM, MARKS, PRODUCTS, GOODS, SERVICES, INFORMATION AND/OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, OR (iii) DEFECTS, IF ANY, WILL BE CORRECTABLE OR CORRECTED, OR OTHER ATTRIBUTES, WHETHER EXPRESS OR IMPLIED (IN LAW OR IN FACT), ORAL OR WRITTEN, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT THE LAW DOES NOT PERMIT THE DISCLAIMER OF WARRANTIES, THE SYSTEM, MARKS, PRODUCTS, GOODS, SERVICES, INFORMATION AND/OR CONTENT ARE WARRANTED ONLY TO THE MINIMUM AMOUNT LEGALLY REQUIRED.

**21.3** Except to the extent prohibited by applicable law:

UNDER NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY LOSS, LOST PROFITS, LOST OPPORTUNITY OR LOST REVENUES (EVEN IF SUCH DAMAGES ARE FORESEEABLE OR IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OR HAVE CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED TO THE SYSTEM, MARKS, PRODUCTS, GOODS, SERVICES, INFORMATION AND/OR CONTENT OR USE OF ANY OF THE FOREGOING. OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY DAMAGES CAUSED BY ARISING FROM OR RELATED TO THE SYSTEM, MARKS, PRODUCTS, GOODS, SERVICES, INFORMATION AND/OR CONTENT OR DEFECT OR FAILURE OF ANY OF THE FOREGOING, OR FOR ANY INTERRUPTIONS OR DELAYS IN SYSTEM, MARKS, PRODUCTS, GOODS, SERVICES, INFORMATION AND/OR CONTENT OR UNAVAILABILITY OF SYSTEM, MARKS, PRODUCTS, GOODS, SERVICES, INFORMATION AND/OR CONTENT NOTWITHSTANDING THE FORM OF SUCH CLAIMS (E.G., CONTRACT, NEGLIGENCE OR OTHERWISE) WILL BE NO MORE THAN AS FOLLOWS: FOR A DEFECT OR ERROR WITH OUR SOFTWARE, WE SHALL USE COMMERCIALLY REASONABLE EFFORTS TO CAUSE OUR SOFTWARE TO OPERATE PURSUANT TO THE DOCUMENTATION.

Except for liability arising out of our acts or omissions that constitute willful misconduct or fraud, our and our affiliates' aggregate liability for damages arising out of or in connection with this Agreement, or in any way related to the subject matter of this Agreement, regardless of the type of claim or cause of action involved, whether the claim or cause of action for such damages is based in contract, tort (including negligence) or strict liability, or otherwise, shall in no event exceed the fees actually paid to us hereunder during the six (6) months immediately preceding the event(s) giving rise to the claim, less all amounts previously paid by us in respect of any other claims under this Agreement, if any.

**21.4 Subcontractors**. You may subcontract some or all of your performance under this Agreement, provided, however, that all obligations of yours under this Agreement shall apply fully to any such subcontractors as if it were "you" under this Agreement and any provision of this Agreement that contains an obligation of you shall be deemed to include an obligation to cause such subcontractor to comply with such obligations. You shall remain jointly and severally liable for the performance of any and all Personnel and/or such subcontractors hereunder.

## 22. WAIVERS

No implied waiver by a Party shall arise in the absence of a waiver in writing signed by such Party. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

## 23. NOTICES

You must give any required notice or request in writing by mail or courier, postage fully prepaid, delivered personally, or by facsimile, to our Chief Executive Officer, at our corporate office, presently ~~3001 S. Lamar Boulevard, Suite 102, Austin, TX 78704 with a copy sent by the same means to~~ 55 Water Street, 28th Floor, New York, NY 10041, or such other address as we may designate. We may also give any such notice to you in the same manner at the address indicated below your signature on this Agreement, such other more current address as we may have for you, or by e-mail.

## 24. FORCE MAJEURE

Neither we nor any of our affiliates are or will be liable for any losses caused directly or indirectly as a result of causes or events beyond our or our affiliates' control, including natural disasters, acts of God, war, labor disputes, health crises or pandemics, terrorism actions or decrees of governmental bodies, exchange or market rulings, failure of the Internet, communication lines or utility systems, equipment and systems failures, unauthorized access, and theft (each, a "**Force Majeure Event**"). All of our obligations with respect to the effected elements under this Agreement will be suspended for the duration of such Force Majeure Event.

## 25. ENTIRE AGREEMENT AND AMENDMENTS

**25.1** This Agreement, including the appendices thereto, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior oral and written agreements and understandings between you and us with respect to the subject matter of this Agreement. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document we furnished to you.

**25.2** No modifications to this Agreement will have any effect unless such modification is in writing and signed by you and by our authorized officer. We may, however, modify the provisions of the Manual, without your consent.

## 26. SEVERABILITY AND SURVIVAL

**26.1** Without limitation to Section 18.7, which shall govern for purposes of Section 18, if any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision of this Agreement.

**26.2** The provisions of this Agreement that by their terms are perpetual or are otherwise intended to survive the termination or expiration of this Agreement, including 11, 13, and 18, shall survive termination of this Agreement.

## 27. GOVERNING LAW

This Agreement is effective upon its acceptance in ~~Texas~~New York by us. Except as to claims governed by federal law, this Agreement, and all claims that in any way relate to or arise out of this Agreement or any of the dealings of the parties ("**Claims**"), will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof. However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

## 28. DISPUTES; VENUE

**28.1** **Prior Notice of Claims.** As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

**28.2** **Mediation.** Before you may bring any Claim against us, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in ~~Austin, Texas.~~New York County in the State of New York. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association ("**AAA**"), and split any AAA and mediator fees equally, subject to any other arrangement agreed by the parties.

**28.3 Forum for Litigation.**

**28.3.1** Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the United States District Court for the ~~Western~~Southern District of ~~Texas~~New York or, if there is no federal jurisdiction, in the state courts sitting in ~~Austin~~New York County in the State of ~~Texas~~New York (the "**Chosen Court**") for any Claim (and you and the Owners each agrees not to commence any action, suit or proceeding relating thereto except in such courts, and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address determined in accordance with Section 21 shall be effective service of process for any action, suit or proceeding brought against you or any Owner in any such court). Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any Claim in the Chosen Court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Claim has been brought in an inconvenient forum.

**28.3.2** Notwithstanding anything to the contrary contained in Section 25.3.1, if you are an Illinois, Maryland, Minnesota, or Rhode Island resident or your APR is located in one of those states you agree to bring any Claims, if at all, solely in arbitration before the AAA. The arbitration shall be conducted in ~~Austin, Texas~~New York County in the State of New York and such arbitration shall be governed by the Commercial Arbitration Rules then in effect of the AAA. The arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any Claim. The arbitration panel shall also have no power to award damages inconsistent with this Agreement. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. The foregoing does not and shall not limit the parties' respective rights to obtain injunctive relief in aid of arbitration in any court having jurisdiction.

**28.4 Jury Waiver.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**28.5 Limitation of Actions.** You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

**28.6 Punitive Damages Waiver**. As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

**28.7 No Common or Class Actions.** You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

**28.8 Third-Party Beneficiaries.** Our affiliates and our and their employees, officers, directors, members, partners, shareholders and agents are express third-party beneficiaries of the terms of Sections 19 and 25 of this Agreement.

**28.9 Injunctive Relief/ Waiver of Bond.** You agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were otherwise breached by you or any Owner and that we shall be entitled, without proof of actual damages or the requirement to post bond, to an injunction or injunctions to prevent breaches of the provisions hereof and to specific performance of the terms hereof, in addition to any other remedy at law or equity.

**28.10 Costs and Attorney Fees.** You agree to reimburse us and our affiliates for all expenses we reasonably incur (including attorney fees): (a) to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners; and (b) in the defense of any claim you and/or the Owners assert against us on which we substantially prevail in court, arbitration, meditation, or other formal legal proceedings.

## 29. MISCELLANEOUS

**29.1 Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. This Agreement may be executed via facsimile or other electronic means (including in .pdf or similar format) and shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement. No Party shall raise the fact that any signature or instrument was transmitted or executed by means of facsimile or other electronic means as a defense to the formation or enforceability of a contract and each Party irrevocably waives any such defense. Minor variations in the form of the signature pages to this Agreement, including variations in the footers thereto, shall be disregarded in determining the effectiveness of the signatures thereon.

**29.2 Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) the definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined; (e) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms; (f) references herein to Articles, Sections or Appendices mean the Articles and Sections of, and Appendices attached to, this Agreement; (g) with respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; (h) references to an agreement, instrument or other document mean such agreement, instrument or other document as amended, restated, supplemented and modified from time to time to the extent permitted by the provisions thereof; (i) the headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement; (j) references herein to a statute, law, rule or regulation means such statute, law, rule or regulation as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder; and (k) if the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a business day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding business day.

## 30. ACKNOWLEDGMENTS

You acknowledge that you have read our franchise disclosure document and this Agreement and that you are familiar with their contents. You acknowledge that you have independently investigated the business offered hereunder and base your decision to purchase solely on such investigation. You acknowledge that we have recommended, and that you have had the opportunity to obtain, review of this Agreement and our franchise disclosure document ("**FDD**") by your lawyer, accountant or other business advisor prior to execution. Except as may be stated in item 19 of our FDD and you acknowledge that no person is authorized to make and no person has made any representations to you as to the actual, projected or potential sales, volumes, revenues, profits or success of our franchise. You further acknowledge and agree that you are not a third-party beneficiary to any agreement between us and any other franchisee.

## 31. GUARANTY

The Franchisee named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity's agreement to such terms.

In addition, the signatures of all individuals below ("**Signators**"), in any capacity, also constitute their personal joint and several agreement to perform all the obligations in and relating to this Agreement, including **the obligations stated in Sections 12, 16 and 17**, the obligation to make specified payments, and pay any other debts due to us. All Signators below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other Signators.

[Signature Page Follows]

The Parties have entered into this Franchise Agreement on the date first written above.

**FRANCHISEE:** ________________________________________

SIGNATORS:

| | |
|---|---|
| By: ____________________ (Signature) | By: ____________________ (Signature) |
| ____________________ (Printed Name) | ____________________ (Printed Name) |
| Title: ____________________ | Title: ____________________ |
| Address: ____________________ ____________________ | Address: ____________________ ____________________ |
| By: ____________________ (Signature) | By: ____________________ (Signature) |
| ____________________ (Printed Name) | ____________________ (Printed Name) |
| Title: ____________________ | Title: ____________________ |
| Address: ____________________ ____________________ | Address: ____________________ ____________________ |

**DELIVERY.COM FRANCHISING, LLC**

By: ________________________________ Agreement Date: ____________________________
Name:
Title:

[Signature Page to Franchise Agreement]

**APPENDIX A**
**DATA ADDENDUM**

1. Area of Primary Responsibility:

______________________________________________________________________

______________________________________________________________________

2. Initial Franchise Fee:

The Initial Franchise Fee payable pursuant to Section 3.1 of the Agreement is:

______________________________________________________________________

| | |
|---|---|
| ______________________________ | ______________________________ |
| **Franchisee** | **Franchisor** |

**APPENDIX B**

SAMPLE FORM OF NON-DISCLOSURE AND NON-COMPETITION AGREEMENT
(BETWEEN FRANCHISEE AND ITS PERSONNEL)

THIS NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ("Agreement") is made this _____ day of _________, 20__, by and between ___________________________ (the "Franchisee"), and ___________________________, who is an officer, director, or employee of Franchisee (the "Individual").

RECITALS:

WHEREAS, Delivery.com Franchising, LLC ("Franchisor") has developed a franchise program for the operation of a businesses which recruits merchants and delivers prepared food and other goods and services to residential and corporate customers ("Delivery.com Businesses").

WHEREAS, Franchisor and Franchisee have executed a Franchise Agreement ("Franchise Agreement") granting Franchisee the right to operate a Delivery.com Business under the terms and conditions of the Franchise Agreement;

WHEREAS, the Individual, by virtue of his or her position with Franchisee, will gain access to Franchisor's Confidential Information (as defined below), and must therefore abide by the same confidentiality and non-competition agreement that Franchisee has agreed to meet.

IN CONSIDERATION of these premises, the conditions stated, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information.

(a) "**Confidential Information**" means any and all trade secrets and other confidential and/or proprietary information or data relating to us and/or our affiliates (in whatever form provided, whether oral, written, electronic or otherwise), including our and our affiliates' businesses, assets, finances, accounts, activities, plans, pricing policies, market activity, strategies, customers, technology, systems, analytics, communications, data, reports, analyses, compilations, studies, interpretations, records, notes, lists, financial statements, software, System, Intellectual Property, Intellectual Property Rights (including all Intellectual Property and Intellectual Property Rights associated with the System), Customer Data, Merchant Data, as well as any and all trade secrets, confidential and/or proprietary information relating to any of our or our affiliates' counterparties, licensors, suppliers, franchisees, potential franchisees, service providers or other third parties, or other materials or information, obtained or learned by or disclosed to you during the Term.

**"Customer Data**" means any and all information about customers that may be collected in connection with the Delivery.com Business, the Delivery.com Franchise or customers' use of your franchise services, including name, telephone number, address, and email address. "**Merchant Data**" means any and all information about merchants that may be collected in connection with their relationship with your Delivery.com Business, or their relationship with us or an affiliate, including the terms of the merchant member agreement.

(b) Individual shall not, directly or indirectly, during the term of the Franchise Agreement or thereafter, communicate, divulge or use, for any purpose other than the operation of the Delivery.com Business, any Confidential Information except as authorized herein.

2. Covenants Not to Compete.

(a) Individual specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of its position with Franchisee, Individual will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System.

(b) Individual covenants and agrees that during the term of the Franchise Agreement, except as otherwise approved in writing by Franchisor, Individual shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

(i) own, manage, engage in, operate, advise, make loans to, consult for, rent or lease to, or have any other interest in any Competitive Business (the term "**Competitive Business**" means a business engaged in the provision of services that are the same as or similar to a Delivery.com Business, including but not limited to the provision of residential and/or corporate delivery services of any products; and the term "**Competitive Business**" also includes making any use of the list of current and/or prospective customers and/or merchants of Franchisee's Delivery.com Business, as well as any other Customer Data pertaining to the Delivery.com Business for any purpose whatsoever other than in connection with Franchisee's Delivery.com Business); or

(ii) solicit or entice, or attempt to solicit or entice, any clients, customers, merchants or suppliers of Franchisee or any Delivery.com Business for purposes of diverting their business or services to a Competitive Business.

(c) Individual covenants and agrees that during the Post-Term Period (as defined below), except as otherwise approved in writing by Franchisor, Individual shall not, either directly or indirectly, own, manage, engage in, be employed by, advise, make loans to, consult for, or have any other interest in any Competitive Business that is, or intends to operate, within the APR (as defined in the Franchise Agreement), within five (5) miles in any direction of the outside borders of the APR, or within any other area of primary responsibility granted to another Delivery.com Business.

(d) As used in this Agreement, the term "**Post-Term Period**" shall mean a continuous uninterrupted period of two (2) years from the date of: (a) a transfer permitted under Section 14 of the Franchise Agreement; (b) expiration or termination of the Franchise Agreement (regardless of the cause for termination); (c) termination of Individual's employment with Franchisee; and/or (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Agreement.

(e) If any court of competent jurisdiction determines that any of the covenants set forth in this Section 2, or any part thereof, is unenforceable because of the duration or geographic scope of such provision, such court shall have the power to modify any such unenforceable provision in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Section 2 or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by applicable law. The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them.

3. Injunctive Relief. Individual agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by it in accordance with the terms hereof or were otherwise breached by it and that Franchisor and Franchisee shall be entitled, without

proof of actual damages or the requirement to post bond, to an injunction or injunctions to prevent breaches of the provisions hereof and to specific performance of the terms hereof, in addition to any other remedy at law or equity.

4. Severability. If any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision of this Agreement. All of the covenants contained in this Agreement that may require performance after the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.

5. Delay. No delay or failure by Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

6. Third-Party Beneficiary. Individual hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

7. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if there is no federal jurisdiction, in the state courts sitting in New York County in the State of New York (the “Chosen Court”) for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and Individual agrees not to commence any action, suit or proceeding relating thereto except in such courts, and further agrees that service of any process, summons, notice or document by U.S. registered mail to the Individual’s address shall be effective service of process for any action, suit or proceeding brought against Individual in any such court). Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby, in the Chosen Court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

8. Miscellaneous. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one Agreement. This Agreement may be executed by facsimile signature or by other electronic means, which shall be accepted as if they were original execution signatures. This Agreement may not be modified except by a writing signed by both parties.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Franchisee and the Individual attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first written above.

| FRANCHISEE | INDIVIDUAL |
|---|---|
| ______________________________ | ______________________________ |
| By:___________________________ | By:___________________________ |
| Name:_________________________ | Name:_________________________ |
| Title:________________________ | Title:________________________ |

[Signature Page to Non-Disclosure and Non-Competition Agreement]

**APPENDIX C**
**State Addenda to the Franchise Agreement**

## CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is modified to also provide that we defer collection of initial fees until after we have completed our initial obligations to you and the franchise is open for business.

2. Sections 16.1 and 16.2 are deleted and in their place are substituted the following:

**16.1 Termination by Us Without Right to Cure.** We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

(a) The franchisee or the business to which the franchise relates has been judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;

(b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;

(c) The franchisor and franchisee agree in writing to terminate the franchise;

(d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

(e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

(f) The franchisee, after curing any failure in accordance with Section 15.2 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The Delivery.com Business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the Delivery.com Business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

**16.2 Termination by Us with Opportunity to Cure**. We may terminate this Agreement, after sending you notice and a 60-day opportunity to cure, for any other breach of this Agreement.

| | |
|---|---|
| FRANCHISEE: | Delivery.com Franchising, LLC |
| By:___________________________<br>Name:<br>Title: | By:___________________________<br>Name:<br>Title: |
| By:___________________________<br>Name:<br>Title: | Date:__________________________ |

## ILLINOIS ADDENDUM
## TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. The Franchise Agreement is modified to also provide that we defer collection of all initial fees until we have satisfied our pre-opening obligations to you and you have commenced doing business under the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

6. YOU WILL OPERATE YOUR FRANCHISED BUSINESS FROM AN AREA THAT YOU CHOOSE. WHETHER YOU RECEIVE EXCLUSIVE RIGHTS TO THAT AREA WILL DEPEND UPON WHETHER OR NOT THE FRANCHISOR OR ANY AFFILIATE OF THE FRANCHISOR ALREADY CONDUCTS BUSINESS WITHIN THAT AREA. IT IS YOUR RESPONSIBILITY TO RESEARCH THE AREA WHERE YOU WANT TO CONDUCT YOUR FRANCHISED BUSINESS.

7. "MAJOR MERCHANT ACCOUNTS" EXIST IN THIS FRANCHISE SYSTEM. A "MAJOR MERCHANT ACCOUNT" IS A MERCHANT THAT HAS LOCATIONS IN MULTIPLE FRANCHISEE AREAS. YOU MUST PROVIDE DELIVERY SERVICES TO MAJOR MERCHANT ACCOUNTS IN YOUR AREA ACCORDING TO PRICING & TERMS NEGOTIATED BY THE FRANCHISOR.

| | |
|---|---|
| FRANCHISEE: | Delivery.com Franchising, LLC |
| By:___________________________ | By:___________________________ |
| Name: | Name: |
| Title: | Title: |
| By:___________________________ | Date:___________________________ |
| Name: | |
| Title: | |

**MARYLAND ADDENDUM**
**TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

2. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

| FRANCHISEE: | Delivery.com Franchising, LLC |
|---|---|
| By:__________________________<br>Name:<br>Title: | By:__________________________<br>Name:<br>Title: |
| By:__________________________<br>Name:<br>Title: | Date:_________________________ |

**MINNESOTA ADDENDUM**
**TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may <u>seek</u> injunctive relief. See Minn. Rules 2860.4400J.

  Also, a court will determine if a bond is required.

Any Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

| | |
|---|---|
| FRANCHISEE: | Delivery.com Franchising, LLC |
| By: ___________________________ | By:___________________________ |
| Name: | Name: |
| Title: | Title: |
| By: ___________________________ | Date:___________________________ |
| Name: | |
| Title: | |

**NORTH DAKOTA ADDENDUM**
**TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You are not required to sign a general release upon renewal of the Franchise Agreement.

2. The Franchise Agreement is amended to also provide as follows:

   "Covenants not to compete are generally considered unenforceable in the State of North Dakota."

3. The provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted.

4. The provision concerning limitation of actions is modified to provide that the statute of limitations under North Dakota Law will apply.

5. The provision concerning mediation is modified to also provide that the site of mediation shall be agreeable to all parties and may not be remote from your place of business.

6. North Dakota law governs any cause of action arising out of the Franchise Agreement.

7. Any requirement in the Franchise Agreement that requires you to pay all costs and expenses incurred by us in enforcing the Franchise Agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

8. The Franchise Agreement is modified to also state that we defer the receipt of the Initial Franchise Fee until all initial obligations owed to you under the Franchise Agreement or other documents have been fulfilled by us and you have commenced doing business.

| | |
|---|---|
| FRANCHISEE: | Delivery.com Franchising, LLC |
| By: ___________________________<br>Name:<br>Title: | By: ___________________________<br>Name:<br>Title: |
| By: ___________________________<br>Name:<br>Title: | Date: __________________________ |

**RHODE ISLAND ADDENDUM**
**TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1 If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.

2 Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3 Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

4 The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.

| | |
|---|---|
| FRANCHISEE: | Delivery.com Franchising, LLC |
| By:__________________________<br>Name:<br>Title: | By:__________________________<br>Name:<br>Title: |
| By:__________________________<br>Name:<br>Title: | Date:_________________________ |

**SOUTH DAKOTA ADDENDUM**
**TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is clarified to also indicate that 50% of the Initial Franchise Fee and 50% of royalties are deemed paid for the use of our Marks and 50% are deemed paid for our training, support, and franchise system.

2. The Franchise Agreement is amended to also state that the initial franchise fee will be paid only after we fulfill our pre-opening obligations to you and you are open for business, pursuant to the attached South Dakota Fee Deferral Agreement.

| FRANCHISEE: | Delivery.com Franchising, LLC |
|---|---|
| By:___________________________ | By:___________________________ |
| Name: | Name: |
| Title: | Title: |
| By:___________________________ | Date:__________________________ |
| Name: | |
| Title: | |

## South Dakota Fee Deferral Agreement

The undersigned Franchisee hereby acknowledges and agrees that Delivery.com Franchising, LLC d/b/a Delivery.com has fulfilled its pre-opening obligations to the Franchisee as stated in Item 11 of the Franchise Disclosure Document, the franchise is now open for business, and the Franchisee hereby tenders to Delivery.com the initial franchise fee due and owing under its Franchise Agreement.

| | |
|---|---|
| FRANCHISEE: | Delivery.com Franchising, LLC |
| By:___________________________<br>Name:<br>Title: | By:___________________________<br>Name:<br>Title: |
| By:___________________________<br>Name:<br>Title: | Date:__________________________ |

**WASHINGTON ADDENDUM**
**TO THE FRANCHISE AGREEMENT, QUESTIONAIRE, AND RELATED AGREEMENTS**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

As to franchises governed by the Washington Franchise Investment Protection Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Initial franchisee fees will be deferred until the Franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchisee is open for business.

Section 4.2.4 “Corporate Account Processing Fee” is modified to provide that you will not be required to pay a fee that exceeds the revenues you receive from servicing a corporate account.

Section 4.12 is deleted.

Section 11.5.3 is modified to all provide that your obligation to pay for all of our expenses in connection with your defense (including attorney fees) is limited to your unauthorized use of the trademarks.

Section 16.4 is modified to provide that we will obtain franchisee consent prior to exercising the Call.

Section 17.9 is modified to delete the following language: “For equipment that is five or more years old, the parties agree that fair market value shall be deemed to be ten percent (10%) of the equipment’s original cost.”

Section 20 is modified to state that the franchisee’s indemnification obligation does not extend to the Franchisor’s Parties’ acts or omissions amounting to gross negligence, willful misconduct, or fraud.

The undersigned does hereby acknowledge receipt of this addendum.

| | |
|---|---|
| FRANCHISEE: | Delivery.com Franchising, LLC |
| By:___________________________<br>Name:<br>Title: | By:___________________________<br>Name:<br>Title: |
| By:___________________________<br>Name:<br>Title: | Date:__________________________ |

**WISCONSIN ADDENDUM**
**TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the Franchise Agreement contains any provision that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

2. The Franchise Agreement is amended to also include the following language:

   With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

| FRANCHISEE: | Delivery.com Franchising, LLC |
|---|---|
| By:___________________________ | By:___________________________ |
| Name: | Name: |
| Title: | Title: |
| By:___________________________ | Date:__________________________ |
| Name: | |
| Title: | |

**EXHIBIT C**
**CONVERSION AGREEMENT**

THIS CONVERSION AGREEMENT (this "**Conversion Agreement**"), is entered into as of _________ __, 20__, by and between ______________________ a ________________ with its principal office located at ________________________________ ("**Converter**" or "**Franchisee**"), and Delivery.com Franchising, LLC, a Delaware limited liability company with its corporate offices located at ~~3001 S. Lamar Boulevard, Suite 102, Austin, TX 78704~~55 Water Street, 28th Floor, New York, NY 10041 ("**Franchisor**").

WHEREAS, Converter and Franchisor have entered into a Delivery.com Franchise Agreement (the "**Franchise Agreement**") contemporaneously with the entry into this Conversion Agreement; capitalized terms used but not defined herein shall have the meaning ascribed to them in the Franchise Agreement;

WHEREAS, Converter desires to convert its existing business to a Delivery.com business under the terms and conditions of the Franchise Agreement and this Conversion Agreement (the "**Converted Delivery.com Business**"); and

WHEREAS, in order to induce Converter to convert its existing business to a Delivery.com business, Franchisor will enter into this Conversion Agreement that will provide Franchisor and Franchisee with certain incentives to open and operate Converter's business as a Delivery.com business.

NOW, THEREFORE, for value received, Franchisor and Franchisee (the "**Parties**") agree as follows:

1. The Initial Franchise Fee as set forth in Section 4.1.1 of the Franchise Agreement is waived.

2. Converter agrees to convert its independent business to a Delivery.com Business in accordance with the terms and conditions of this Conversion Agreement, and in accordance with the terms and conditions of the Franchise Agreement. The term of the Franchise Agreement will be for a primary term of 10 years with renewal rights contained in the Franchise Agreement. The effective date of this Agreement shall be the earlier of the date Franchisee begins operating its business as a Delivery.com Business, or 2 weeks after Franchisee completes the Delivery.com training course (the "**Effective Date**"). Notwithstanding anything stated herein to the contrary, the Effective Date shall not be later than 12 weeks from the date of this Agreement.

3. If there is a conflict between the terms of this Conversion Agreement and the terms of the Franchise Agreement, this Conversion Agreement shall control.

4. Upon the opening of the Converted Delivery.com Business, Converter shall display the Delivery.com name and signage so designating the business as a Delivery.com Business.

5. Upon the execution of this Conversion Agreement, Converter hereby assigns to Franchisor the rights to the current telephone listing or new telephone listing for the Converted Delivery.com Business.

6. Upon executing this Conversion Agreement, Converter shall take the necessary steps to cancel all advertising for the prior business that is being converted, and shall not renew such advertisements for its formerly operated business.

7. Converter shall cause to be removed all signage and other items that affiliates Converter to its former business. The removal of these items shall be completed within 90 days from the date of this Conversion Agreement.

8. Upon opening the Converted Delivery.com Business as a Delivery.com Business, Franchisee shall report to Franchisor all sales conducted and shall remit to Franchisor all fees due as a result of these sales, as set forth in the Franchise Agreement.

9. Converter shall hold harmless and indemnify Franchisor, its affiliates and its and their employees, officers, directors, partners, members, shareholders and agents from and against any claims, damages, judgements, losses and liabilities, including attorney fees, incurred or suffered by any of them relating to Franchisee's Converted Delivery.com Business for the period prior to opening as a Delivery.com Business pursuant to this Agreement and the Franchise Agreement, and to pay or reimburse us for such claims, damages, judgments, losses and liabilities as they are incurred.

10. Converter agrees to pay Franchisor a reduced continuing Monthly Subscription Fee equal to 50% of the Monthly Subscription Fee due under Section 4.3 of the Franchise Agreement, or $250 per month. Converter agrees to pay Franchisor a reduced Delivery Processing Fee equal to $2.99 per transaction due under Section 4.2.1 of the Franchise Agreement.

11. Converter agrees that the restrictions on competition set forth in Section 18.2 of the Franchise Agreement do not apply to Converter in the event Franchisor elects to not renew the Franchise Agreement.

12. Converter agrees that it must complete, to Franchisor's reasonable satisfaction, the initial training program set forth in Section 6.1 of the Franchise Agreement; however, such initial training program shall be of a shorter duration.

13. Converter hereby represents and warrants to Franchisor that:

a. the Persons that execute the Franchise Agreement are the only Persons that have any direct or indirect equity interest in the Converted Delivery.com Business and no other Persons have any right to receive or share in any of the profits of the Converted Delivery.com Business;

b. neither it nor any direct or indirect holder of any equity interest in the Converted Delivery.com Business is bound by any agreement or obligation that would prevent Converter or such Person from entering into this Conversion Agreement or the Franchise Agreement performing any of its obligations hereunder or thereunder (including, without limitation, providing restaurant delivery services in the APR); and

c. as of the Agreement Date, Franchisee has (or will have) fully paid all amounts due and payable to each merchant of Converter and the Converted Delivery.com Business and does not owe any amount to any of its merchants.

14. This Agreement shall serve as an addendum to Franchisee's Franchise Agreement and shall be incorporated by reference to that agreement for all purposes.

15. This Agreement may not be assigned by Franchisee without the prior written permission of Franchisor.

16. The provisions set forth in Sections 22, 23, 25, 26, 27, 28 and 31 of the Franchise Agreement shall apply to this Agreement, *mutatis mutandis*.

**IN WITNESS WHEREOF**, the parties have executed this Conversion Agreement on the day and the year first above written.

FRANCHISEE:

By:___________________________
Name:
Title:

By:___________________________
Name:
Title:

Delivery.com Franchising, LLC

By:___________________________
Name:
Title:

Date:__________________________

[Signature Page to Conversion Agreement]

# EXHIBIT D
# PROMISSORY NOTES

**PROMISSORY NOTE - ENTITY**

[LOAN AMOUNT] [DATE]

~~Austin, Texas~~

New York, New York

**FOR VALUE RECEIVED**, [Name of Franchisee], a [State] [Entity type] (the "***Company***"), hereby unconditionally promises to pay in cash to the order of Delivery.com Franchising, LLC ("***Lender***"), without any offsets or defenses whatsoever, in lawful money of the United States of America and in immediately available funds, the principal sum of [LOAN AMOUNT IN WORDS] Dollars ($[LOAN AMOUNT IN NUMBERS]) (the "***Loan Amount***") or such lesser amount as shall equal the outstanding principal amount hereof (such amount, the "***Principal Balance***") together with accrued and unpaid interest thereon, each due and payable on the dates and in the manner set forth below. The Company and each of [Name of Owners of the Company] (collectively, the "***Guarantors***") shall be jointly and severally liable to Lender for any and all payments due pursuant to this promissory note (this "***Note***") including, without limitation, the Loan Amount, any interest thereon and the amount of any fees and expenses of Lender payable by the Company hereunder. Capitalized terms not defined herein shall have the meaning given them in that certain Franchise Agreement between the Company and Lender (the "***Franchise Agreement***").

**1. Interest Rate.** Interest on the Loan Amount shall accrue from the date of this Note until repayment thereof at a rate of 12.00% per annum compounded monthly. Interest shall be calculated on the basis of a year of 360 days and actual days elapsed. Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default (as defined below), the Loan Amount shall bear interest at a rate of 18.00% per annum or the maximum rate permissible by New York law, whichever is less (such rate, the "***Default Rate***"), payable on demand in cash.

**2. Repayment**. The Loan Amount shall be repaid in 24 equal installments of $[INSERT LOAN AMOUNT DIVIDED BY 24] on a monthly basis, with the first monthly payment being due one month from the date hereof, together with all unpaid and accrued interest payable at such time, and the last payment of the remaining Principal Balance, together with all unpaid and accrued interest payable at such time, being due on the 24 month anniversary of the date hereof. Both principal and interest are payable to Lender in lawful money of the United States of America and in same day funds, in accordance with Lender's payment instructions. All payments hereunder shall be made to Lender unconditionally in full without set-off, counterclaim or, to the extent permitted by applicable law, other defense, and free and clear of, and without reduction for or on account of, any present and future taxes or withholdings, and all liabilities with respect thereto.

**3. Prepayment.** The Company shall have the right at its option at any time and from time to time to prepay without penalty or premium any amount of the Principal Balance due under this Note, in whole or in part, upon at least one business day's prior written notice to Lender. Each notice of prepayment shall specify the prepayment date, the amount of the Principal Balance to be repaid, shall be irrevocable and shall commit the Company to prepay such amount on the date stated therein. All prepayments shall be accompanied by accrued but unpaid interest on the amount of the Principal Balance being prepaid to (but not including) the date of prepayment.

**4. Application of Payments.** Any payment on this Note shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including, without limitation, reasonable attorney's fees, second to the payment in full of any late charges, third to the payment of accrued interest, and last to the payment of the outstanding Principal Balance.

**5. Default.** Each of the following events shall be an "***Event of Default***" hereunder:

**(a) Failure to Pay.** The Company fails to pay (i) when due any of the principal or interest on the due date hereunder or (ii) any other payment required under the terms of this Note on the date the same becomes due and payable and, in each case, such failure to pay is not cured within five (5) business days after such amount was due; or

**(b) Breach of Representations and Warranties**. Any representation or warranty made in this Note or in the Franchise Agreement proves untrue or incorrect, in any material respect, as of the date of the issuance of this Note or the date upon which such representation or warranty is made or deemed to have been made; or

**(c) Breach of Covenants**. The Company breaches its covenants and agreements set forth in the Franchise Agreement, which breach is not cured within ten (10) business days after the Company has received written notice from Lender of the Company's breach; or

**(d) Voluntary Bankruptcy or Insolvency Proceedings.** The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated in full or in part, (v) become insolvent (meaning unable to pay bills in the ordinary course of business as they become due), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it or (vii) take any action for the purpose of effecting any of the foregoing; or

**(e) Involuntary Bankruptcy or Insolvency Proceedings.** Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered, or such case or proceeding shall not be dismissed or discharged within twenty (20) days of commencement.

**6. Rights of Lender Upon Default.** Upon the occurrence or existence of any Event of Default (other than an Event of Default referred to in Sections 5(d) or 5(e) hereof) and at any time thereafter, Lender may declare all outstanding principal and interest payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Franchise Agreement to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 5(d) or 5(e) hereof, immediately and without notice, all outstanding principal and interest payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Franchise Agreement to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Lender may exercise any other right, power or remedy granted to it by the Franchise Agreement or otherwise permitted to Lender by law, either by suit in equity or by action at law, or both.

**7. Fees and Expenses**. The Company and the Guarantors agree to pay all fees and expenses of Lender in connection with the collection and enforcement of this Note and any remedies exercised pursuant hereto or thereto, including, without limitation, (i) all such expenses incurred during any workout, restructuring or amendment hereof and (ii) all costs and expenses, including reasonable attorneys' fees, incurred by Lender in connection with any legal proceedings to enforce any of the provisions of this Note.

**8. Transfer Rights.** This Note is freely assignable by Lender to any assignee. The Company and the Guarantors may not transfer, assign, or delegate their rights or obligations hereunder without the prior written consent of Lender and any attempted transfer, assignment or delegation without the required consent shall be void. The term "Lender" shall mean the then holder of this Note from time to time and its successors and assigns.

**9. Successors and Assigns.** Subject to the restrictions on transfer provided herein, the rights and obligations of the Company, the Guarantors and Lender shall be binding upon and benefit the respective successors, permitted assigns and permitted transferees of the Company, the Guarantors and Lender, as applicable.

**10. Waiver by Lender.** The failure of Lender at any time to exercise any option or right hereunder shall not constitute a waiver of Lender's right to exercise such option or right at any other time nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. No implied waiver by Lender shall arise in the absence of a waiver in writing signed by Lender.

**11. Waiver of the Company and Guarantors.** The Company, the Guarantors and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Lender under the terms of this Note, and all benefits that might accrue to the Company and the Guarantors by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and the Company and the Guarantors agree that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof or any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Lender.

**12. Unconditional Liability.** The Company and each Guarantor hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that their liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Lender, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to the Company and the Guarantors or affecting the Company's and the Guarantors' liability hereunder.

**13. Notices.** Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered or certified mail, postage prepaid, or by recognized overnight courier, personal delivery or facsimile transmission (with receipt of successful and full transmission) at the respective addresses or facsimile number (as applicable) of the parties as set forth in the Franchise Agreement. Any party hereto may by notice so given change its address or facsimile number for future notice hereunder. Notice shall conclusively be deemed to have been given when received.

**14. Governing Law; Waiver of Trial by Jury.** THIS NOTE SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. IF ANY PROVISION OF THIS NOTE IS HELD TO BE INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE OTHER PROVISIONS OF THIS NOTE SHALL REMAIN IN FULL FORCE AND EFFECT. THE UNDERSIGNED HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

**15. Consent to Jurisdiction; Venue**. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Note or for recognition and enforcement of any judgment in respect hereof brought by any of the other parties or its successors or assigns may be brought and determined in any ~~Texas~~New York State or federal court sitting in ~~Austin, Texas~~New York County in the State of New York, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Note. Each of the parties further agrees to accept service of process by overnight courier or registered mail or in any other manner permitted by such courts at the last known address of such party. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Note, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by law, that (a) the suit, action or proceeding in any such court is brought in an inconvenient forum, (b) the venue of such suit, action or proceeding is improper or (c) this Note, or the subject matter hereof, may not be enforced in or by such courts.

**16. Injunctive Relief.** The Company and each Guarantor agrees that irreparable damage would occur in the event that any provision of this Note were not performed by them in accordance with the terms hereof and that Lender shall be entitled to specific performance of the terms hereof in addition to any other remedy at law or in equity available to any party under this Note, including monetary damages, without proof of actual damages, and any requirement for the securing or posting of any bond in connection with any such remedy is hereby waived by the Company and each Guarantor. Lender shall be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of, to specifically enforce the terms and provisions of, or to enforce compliance with, the covenants and obligations of the other parties contained in this Note.

**17. Amendment.** This Note may not be modified or amended, or any of the provisions hereof waived, except by written agreement of the Company and Lender.

**18. Counterparts.** This Note may be executed and delivered by facsimile signature or by other electronic means, which shall be accepted as if they were original execution signatures. This Note may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one agreement.

**COMPANY:**

**[INSERT NAME]**

By: ______________________________
Name: ____________________________
Title: _____________________________

**GUARANTORS:**

By: ______________________________
Name: ____________________________

By: ______________________________
Name: ____________________________

[Signature Page to Promissory Note]

**PROMISSORY NOTE**
**INDIVIDUAL, JOINT TENANTS, TENANTS IN COMMON**

[LOAN AMOUNT] [DATE]
New York, New York

**FOR VALUE RECEIVED**, [Name of Franchisee], (the "***Franchisee***"), hereby unconditionally promises to pay in cash to the order of Delivery.com Franchising, LLC ("***Lender***"), without any offsets or defenses whatsoever, in lawful money of the United States of America and in immediately available funds, the principal sum of [LOAN AMOUNT IN WORDS] Dollars ($[LOAN AMOUNT IN NUMBERS]) (the "***Loan Amount***") or such lesser amount as shall equal the outstanding principal amount hereof (such amount, the "***Principal Balance***") together with accrued and unpaid interest thereon, each due and payable on the dates and in the manner set forth below. The Franchisee shall be liable and, if the Franchisee is comprised of more than one person, the Franchisee shall be jointly and severally liable to Lender for any and all payments due pursuant to this promissory note (this "***Note***") including, without limitation, the Loan Amount, any interest thereon and the amount of any fees and expenses of Lender payable by the Franchisee hereunder. Capitalized terms not defined herein shall have the meaning given them in that certain Franchise Agreement between the Franchisee and Lender (the "***Franchise Agreement***").

**1. Interest Rate.** Interest on the Loan Amount shall accrue from the date of this Note until repayment thereof at a rate of 12.00% per annum compounded monthly. Interest shall be calculated on the basis of a year of 360 days and actual days elapsed. Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default (as defined below), the Loan Amount shall bear interest at a rate of 18.00% per annum or the maximum rate permissible by New York law, whichever is less (such rate, the "***Default Rate***"), payable on demand in cash.

**2. Repayment**. The Loan Amount shall be repaid in 24 equal installments of $[INSERT LOAN AMOUNT DIVIDED BY 24] on a monthly basis, with the first monthly payment being due one month from the date hereof, together with all unpaid and accrued interest payable at such time, and the last payment of the remaining Principal Balance, together with all unpaid and accrued interest payable at such time, being due on the 24 month anniversary of the date hereof. Both principal and interest are payable to Lender in lawful money of the United States of America and in same day funds, in accordance with Lender's payment instructions. All payments hereunder shall be made to Lender unconditionally in full without set-off, counterclaim or, to the extent permitted by applicable law, other defense, and free and clear of, and without reduction for or on account of, any present and future taxes or withholdings, and all liabilities with respect thereto.

**3. Prepayment.** The Franchisee shall have the right at its option at any time and from time to time to prepay without penalty or premium any amount of the Principal Balance due under this Note, in whole or in part, upon at least one business day's prior written notice to Lender. Each notice of prepayment shall specify the prepayment date, the amount of the Principal Balance to be repaid, shall be irrevocable and shall commit the Franchisee to prepay such amount on the date stated therein. All prepayments shall be accompanied by accrued but unpaid interest on the amount of the Principal Balance being prepaid to (but not including) the date of prepayment.

**4. Application of Payments.** Any payment on this Note shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including, without limitation, reasonable attorney's fees, second to the payment in full of any late charges, third to the payment of accrued interest, and last to the payment of the outstanding Principal Balance.

**5. Default.** Each of the following events shall be an "***Event of Default***" hereunder:

**(a) Failure to Pay.** The Franchisee fails to pay (i) when due any of the principal or interest on the due date hereunder or (ii) any other payment required under the terms of this Note on the date the same becomes due and payable and, in each case, such failure to pay is not cured within five (5) business days after such amount was due; or

**(b) Breach of Representations and Warranties**. Any representation or warranty made in this Note or in the Franchise Agreement proves untrue or incorrect, in any material respect, as of the date of the issuance of this Note or the date upon which such representation or warranty is made or deemed to have been made; or

**(c) Breach of Covenants**. The Franchisee breaches its covenants and agreements set forth in the Franchise Agreement, which breach is not cured within ten (10) business days after the Franchisee has received written notice from Lender of the Franchisee's breach; or

**(d) Voluntary Bankruptcy or Insolvency Proceedings.** The Franchisee shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated in full or in part, (v) become insolvent (meaning unable to pay bills in the ordinary course of business as they become due), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it or (vii) take any action for the purpose of effecting any of the foregoing; or

**(e) Involuntary Bankruptcy or Insolvency Proceedings.** Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Franchisee or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Franchisee or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered, or such case or proceeding shall not be dismissed or discharged within twenty (20) days of commencement.

**6. Rights of Lender Upon Default.** Upon the occurrence or existence of any Event of Default (other than an Event of Default referred to in Sections 5(d) or 5(e) hereof) and at any time thereafter, Lender may declare all outstanding principal and interest payable by the Franchisee hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Franchise Agreement to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 5(d) or 5(e) hereof, immediately and without notice, all outstanding principal and interest payable by the Franchisee hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Franchise Agreement to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Lender may exercise any other right, power or remedy granted to it by the Franchise Agreement or otherwise permitted to Lender by law, either by suit in equity or by action at law, or both.

**7. Fees and Expenses**. The Franchisee agrees to pay all fees and expenses of Lender in connection with the collection and enforcement of this Note and any remedies exercised pursuant hereto or thereto, including, without limitation, (i) all such expenses incurred during any workout, restructuring or amendment hereof and (ii) all costs and expenses, including reasonable attorneys' fees, incurred by Lender in connection with any legal proceedings to enforce any of the provisions of this Note.

**8. Transfer Rights.** This Note is freely assignable by Lender to any assignee. The Franchisee may not transfer, assign, or delegate their rights or obligations hereunder without the prior written consent of Lender and any attempted transfer, assignment or delegation without the required consent shall be void. The term "Lender" shall mean the then holder of this Note from time to time and its successors and assigns.

**9. Successors and Assigns.** Subject to the restrictions on transfer provided herein, the rights and obligations of the Franchisee and Lender shall be binding upon and benefit the respective successors, permitted assigns and permitted transferees of the Franchisee and Lender, as applicable.

**10. Waiver by Lender.** The failure of Lender at any time to exercise any option or right hereunder shall not constitute a waiver of Lender's right to exercise such option or right at any other time nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. No implied waiver by Lender shall arise in the absence of a waiver in writing signed by Lender.

**11. Waiver of the Franchisee.** The Franchisee and all endorsers and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Lender under the terms of this Note, and all benefits that might accrue to the Franchisee by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and the Franchisee agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof or any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Lender.

**12. Unconditional Liability.** The Franchisee hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that their liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Lender, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to the Franchisee affecting the Franchisee's liability hereunder.

**13. Notices.** Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered or certified mail, postage prepaid, or by recognized overnight courier, personal delivery or facsimile transmission (with receipt of successful and full transmission) at the respective addresses or facsimile number (as applicable) of the parties as set forth in the Franchise Agreement. Any party hereto may by notice so given change its address or facsimile number for future notice hereunder. Notice shall conclusively be deemed to have been given when received.

**14. Governing Law; Waiver of Trial by Jury.** THIS NOTE SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. IF ANY PROVISION OF THIS NOTE IS HELD TO BE INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE OTHER PROVISIONS OF THIS NOTE SHALL REMAIN IN FULL FORCE AND EFFECT. THE UNDERSIGNED HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

**15. Consent to Jurisdiction; Venue**. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Note or for recognition and enforcement of any judgment in respect hereof brought by any of the other parties or its successors or assigns may be brought and determined in any ~~Texas~~New York State or federal court in ~~Austin, Texas~~New York County in the State of New York, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Note. Each of the parties further agrees to accept service of process by overnight courier or registered mail or in any other manner permitted by such courts at the last known address of such party. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Note, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by law, that (a) the suit, action or proceeding in any such court is brought in an inconvenient forum, (b) the venue of such suit, action or proceeding is improper or (c) this Note, or the subject matter hereof, may not be enforced in or by such courts.

**16. Injunctive Relief.** The Franchisee agrees that irreparable damage would occur in the event that any provision of this Note were not performed in accordance with the terms hereof and that Lender shall be entitled to specific performance of the terms hereof in addition to any other remedy at law or in equity available to any party under this Note, including monetary damages, without proof of actual damages, and any requirement for the securing or posting of any bond in connection with any such remedy is hereby waived by the Franchisee. Lender shall be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of, to specifically enforce the terms and provisions of, or to enforce compliance with, the covenants and obligations of the other parties contained in this Note.

**17. Amendment.** This Note may not be modified or amended, or any of the provisions hereof waived, except by written agreement of the Franchisee and Lender.

**18. Counterparts.** This Note may be executed and delivered by facsimile signature or by other electronic means, which shall be accepted as if they were original execution signatures. This Note may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one agreement.

**FRANCHISEE:**

**[INSERT NAME]**

By: ________________________________
Name: ______________________________

By: ________________________________
Name: ______________________________

[Signature Page to Promissory Note]

# EXHIBIT E
# GENERAL RELEASE

THIS RELEASE is made and given by ____________________________________________, ("Releasor") with reference to the following facts:

1. Releasor and Delivery.com Franchising, LLC ("Releasee") are parties to one or more franchise agreements.

2. The following consideration is given:

   _______ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise"); or

   _______ Releasor's consent to Releasee's transfer of its rights and duties under the Franchise Agreement; or

   _______ Releasor's consent to Releasee's assumption of rights and duties under the Franchise Agreement; or

   ___________________________________________________________ [insert description]

3. Release- Franchisee, on behalf of itself and all of Franchisee's respective guarantors, members, directors, officers, partners, managers, employees, agents, representatives, parents, successors, assigns and affiliates ("Franchisee Releasors") fully and finally release and forever discharge Releasee, its affiliates and their respective past and present agents, representatives, managers, employees, officers, directors, partners, members, ~~Franchisees~~franchisees, parents, predecessors, successors~~,~~ and assigns ~~and affiliates~~ (collectively "Franchisor Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation or remedies of any nature, whether known or unknown, or at law or equity, which Franchisee ~~has~~ Releasors have or could have asserted against any of the Franchisor Released Parties ~~to~~up through and including the date of this Release.

4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.

5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

   > A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. The above Release shall not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the

Rhode Island Investment Act, and the Washington Franchise Investment Protection Act.

7. Releasor agrees to comply with all of its applicable post-termination or post-transfer obligations (as the case may be) in the Franchise Agreement described above.

**IN WITNESS WHEREOF**, the parties have executed this General Release on the day and the year first above written.

FRANCHISEE:

By:___________________________
Name:
Title:

By:___________________________
Name:

Delivery.com Franchising, LLC

By:___________________________
Name:
Title:

Date:__________________________

[Signature Page to General Release]

# EXHIBIT F
# LIST OF CURRENT FRANCHISEES

**(As of December 31, 2020~~2019~~)**

| Name: | Address: | State: | Territory: | Phone: |
|---|---|---|---|---|
| Birmingham Delivery Partners LLC<br>Rick Robins | 8007 Ponderosa Pine Blvd<br>Statesboro, GA 30458 | AL | Birmingham, AL | 321-213-5644 |
| My Town 2 Go, LLC<br>Gulf to Go LLC<br>Nicholas Prentice | 1310 South Horseback Ct.<br>Wichita, KS | AL | Gulf Shores, AL | 251-973-6424 |
| RNKC Logistics, LLC<br>Kevin Zajac~~Jacob Frese~~ | ~~111~~15129 West ~~Tulsa St.~~ Hope Dr.<br>~~Siloam Springs AR 72761~~Surprise AZ 85379 | ~~AR~~AZ | Surprise, AZ~~Northwest Arkansas, AR~~ | 623-687-5139~~479-790-2259~~ |
| My Town 2 Go, LLC | 1310 South Horseback Court<br>Wichita, KS 67230 | CA | High Desert, CA | 760-818-6064 |
| Josh Maness | 1064 Calle De Vida<br>Brawley, CA 92227 | CA | Imperial Valley, CA | 760-892-4274 |
| Doorbell Dining, Inc.<br>Dave Stuart | 882 Abrego St.<br>Monterey, CA 93940 | CA | Monterey Bay. CA | 831-901-9665 |
| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | CO | Pueblo, CO | 432-288-5194 |
| ~~Akshay Patel~~Vroom Service Now, LLC<br>Scott Leandra | 487 Federal Rd, Suite 5<br>Brookfield~~3 Maplecrest Lane Hamden~~, CT ~~06514~~ | CT* | ~~Southern,~~Greater CT | 203-~~641-2894~~270-3663 |
| My Town 2 Go, LLC<br>MyTown 2 Go Pensacola LLC<br>Jessica Wright~~Michael Orlando~~ | 1310 South Horseback Ct.<br>Wichita, KS~~137 S. Courtenay Parkway~~<br>~~Merritt Island, FL 32952~~ | FL | ~~Space~~Emerald Coast, FL | 850-714-3663~~321-607-1028~~ |
| Henry Duran | 1186 Golden Cane Dr.<br>Weston, FL 33327 | FL | Weston, FL | 954-258-9400 |
| My Town 2 Go, LLC<br>GoCravy, Inc.<br>Manuel Bornia | 1310 South Horseback Ct.<br>Witchita, KS | FL | West Palm Beach, FL | 844-462-7289 |
| ~~Rick Robins~~Hinesville Takeout Express, LLC<br>Gavin Perryman | 826 Lost Grove Lane<br>Hinesville, GA 31313~~8007 Ponderosa Pine Blvd~~<br>~~Statesboro, GA 30458~~ | GA | Hinesville/St. Mary's, GA | 912-373-5317~~321-213-5644~~ |
| Pooler Takeout LLC<br>Patrick Moore | 532 Whistlestop Cir<br>Pooler, VA | GA | Pooler, GA | 912-687-1123 |
| Richmond Hill Takeout Express, LLC<br>Rick Robins | 8007 Ponderosa Pine Blvd<br>Statesboro, GA 30458 | GA | ~~Rincon~~Richmond Hill, GA | 321-213-5644 |
| Mr Delivery Rincon, LLC<br>Rick Robins | 8007 Ponderosa Pine Blvd<br>Statesboro, GA 30458 | GA | ~~Savannah~~Rincon, GA | 321-213-5644 |
| Boro Takeout Partners, LLC<br>Rick Robins | 8007 Ponderosa Pine Blvd<br>Statesboro, GA 30458 | GA | Statesboro, GA | 321-213-5644 |

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| Rose City Takeout Express, LLC<br>Rick Robins | 8007 Ponderosa Pine Blvd<br>Statesboro, GA 30458 | GA | Thomasville, GA | 321-213-5644 |
| Matt Logan | 3591 E. 3rd Ave.<br>Coeur d'Alene, ID 83854 | ID | Coeur d'Alene, ID | 208-640-1395 |
| Marble Enterprises, LLC<br>Zach Marble | 4811 South Fern St.<br>Nampa, ID | ID | Boise, ID | 208-899-3673 |
| Adams Family Delivery, LLC<br>Scott Adams<br>~~Café Courier, Inc. John Allen, John Barney, and Matt Cissel~~ | 318 Moreland Ave<br>Pocatello, ID 8320122~~A Shawnee Way~~<br>~~Bozeman, MT 59715~~ | ID | Idaho Falls, ID | 208-241-4088~~406-587-3377~~ |
| Adams Family Delivery, LLC<br>Scott Adams | 318 Moreland Ave<br>Pocatello, ID 83201 | ID | Twin Falls, ID | 208-241-4088 |
| Adams Family Delivery, LLC<br>Scott Adams | 318 Moreland Ave<br>Pocatello, ID 83201 | ID | Pocatello, ID | 208-241-4088 |
| 123 Delivery LLC<br>Billi Vincent~~Tyler Gansky~~ | ~~900 Christopher Lane, Suite 8~~<br>1933 N. 21st St. Springfield~~, IL 62712~~ | IL | Springfield, IL | 217-~~971-0191~~553-7699 |
| To-Go Delivery, LLC<br>Justin Sandbach and Eric Scroggins | 289 S. 14th St.<br>Wood River, IL 62095 | IL | ~~Wood River~~Edwardsville, IL | 618-980-3413 |
| Justin Thompson | 118 S. Rogers St.<br>Suite 3<br>Bloomington, IN 47404 | IN | Bloomington, IN | 812-330-7293 |
| RS Logistics, LLC<br>Robert Zajac | 1122 Westward Trails<br>Imperial, MO | IN | Laporte, IN | 219-779-1717 |
| My Town 2 Go, LLC<br>Geiselmans Marketing LLC<br>Justin Geiselman | 1310 South Horseback Ct.<br>Witchita, KS | IN | Peru, IN | 765-460-2669 |
| Eric Berendei | 303 Washington St.<br>Valparaiso, IN 46383 | IN | Valparaiso, IN | 219-840-0210 |
| My Town 2 Go, LLC<br>BNE Services LLC<br>Dinner Dart LLC<br>Greg Fierson | 1310 South Horseback Ct.<br>Wichita, KS | IA | Cedar Rapids, IA | 319-449-3350 |
| My Town 2 Go, LLC<br>My Town 2 Go DSM LLC<br>Rebecca Casey | 1310 South Horseback Ct.<br>Wichita, KS | IA | Des Moines, IA | 515-207-0048 |
| PMH Investments, LLC<br>Michael Hall | 1310 South Horseback Ct.<br>Wichita, KS | IA | Greater Iowa | 832-563-1342 |
| Boone 2 Go, LLC My Town 2 Go LLC<br>Michael Hall | 1310 South Horseback Ct.<br>Witchita, KS | IA | Boone/Marshalltown, IA | 515-598-4456 |
| My Town 2 Go, LLC<br>Michael Hall | 5304 SW Wildflower Drive<br>Ankeny, IA 50023 | IA | Indianola/Muscatine, IA | 832-563-1342 |

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| Boone 2 Go, LLC My Town 2 Go LLC<br>Michael Hall | 118 Kellogg Ave #104, Ames, IA 50010 | IA | Newton/Grinnel, IA | 515-598-4456 |
| DD MT2G, LLC<br>Michael Hall | 5304 SW Wildflower Drive<br>Ankeny, IA 50023 | IA | Ottumwa, IA | 832-563-1342 |
| My Town 2 Go, LLC<br>BNE Services LLC<br>Brandon Evers | 1310 South Horseback Ct.<br>Witchita, KS | IA | Quad Cities, IA | 563-210-3350 |
| My Town 2 Go, LLC<br>Hays2Go LLC<br>Kelly Depiesse | 1310 South Horseback Ct.<br>Wichita, KS | KS | Hays, KS | 507-400-8646 |
| My Town 2 Go, LLC<br>JC2Go, LLC<br>Nicolette Londene | 1310 South Horseback Ct.<br>Wichita, KS | KS | Junction City/Emporia, KS | 785-408-7035 |
| My Town 2 Go, LLC<br>Wichita2Go LLC<br>Jennifer Burleson | 1310 South Horseback Ct.<br>Wichita, KS | KS | Wichita/Derby, KS | 316-461-6500 |
| Food of Your Mood, LLC<br>Patrick Ely | 1183 Fawn Dr.<br>Cookeville, TN 38501 | KY | Bardstown, KY | 931-881-7047 |
| Food of Your Mood, LLC<br>Patrick Ely | 1183 Fawn Dr.<br>Cookeville, TN 38501 | KY | Elizabethtown, KY | 931-881-7047 |
| Food of Your Mood, LLC<br>Patrick Ely | 1183 Fawn Dr.<br>Cookeville, TN 38501 | KY | Campbellsville. KY | 931-881-7047 |
| Food of Your Mood, LLC<br>Patrick Ely | 1183 Fawn Dr.<br>Cookeville, TN 38501 | KY | Danville, KY | 931-881-7047 |
| Tommy Wheelock | 214 Breckenridge Lane<br>Suite 210<br>Louisville, KY 40207 | KY | Lexington KY | 502-819-5859 |
| Tommy Wheelock | 214 Breckenridge Lane<br>Suite 210<br>Louisville, KY 40207 | KY | Louisville, KY | 502-819-5859 |
| Tommy Wheelock | 214 Breckenridge Lane<br>Suite 210<br>Louisville, KY 40207 | KY | Bowling Green, KY | 502-819-5859 |
| ACKEATS LLC<br>Liam Bruno | 61 Old South Rd, Suite 567<br>Nantucket. MA 02554 | MA | Nantucket, MA | 774-325-0744 |
| Ben Emery | 6920 S Cedar St.<br>Suite 6<br>Lansing, MI 48911 | MI | Lansing, MI | 517-927-4888 |
| Ben Emery | 6920 S Cedar St.<br>Suite 6<br>Lansing, MI 48911 | MI | Ann Arbor, MI | 517-927-4888 |
| Ben Emery | 6920 S Cedar St.<br>Suite 6<br>Lansing, MI 48911 | MI | Kalamazoo, MI | 517-927-4888 |
| Ben Emery | 6920 S Cedar St.<br>Suite 6<br>Lansing, MI 48911 | MI | Grand Rapids, MI | 517-927-4888 |
| ~~Jacob Frese~~Shupert Food Express, LLC<br>Patrick Shupert | 1281 Applewood Dr.<br>White Lakes, MI 48386~~111 West Tulsa St.~~ | ~~MO~~MI | Milford, MI~~Columbia, MO~~ | ~~479-790-2259~~248-787-6149 |

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| | ~~Siloam Springs AR 72761~~ | | | |
| Shupert Food Express, LLC<br>Patrick Shupert | 1281 Applewood Dr.<br>White Lakes, MI 48386 | MI | Northville, MI | 248-787-6149 |
| Shupert Food Express, LLC<br>Patrick Shupert | 1281 Applewood Dr.<br>White Lakes, MI 48386 | MI | Lakes Area, MI | 248-787-6149 |
| My Town 2 Go, LLC<br>DelCav Companies, LLC<br>Steve Cavaliere | 1310 South Horseback Ct. | MS | Columbus, MS | 662-574-5383 |
| My Town 2 Go, LLC<br>Greg Frierson Jr.<br>Takeout Express, LLC<br>Julian Hurte | 1310 South Horseback Ct.<br>Wichita, KS | MS | Hattiesburg, MS | 601-651-3133 |
| My Town 2 Go, LLC<br>Dinner Dart, LLC<br>Greg Fierson | 1310 South Horseback Ct.<br>Wichita, KS | MS | Picayune, MS | 319-449-3350 |
| ~~Jacob Frese~~RNKC Logistics, LLC<br>Kevin Zajac | ~~1111~~15129 West ~~Tulsa St.~~ Hope Dr.<br>~~Siloam Springs AR 72761~~Surprise AZ 85379 | MO | ~~Jefferson City~~Cape Girdeau, MO | ~~479-790-2259~~623-687-5139 |
| Café Courier, Inc.<br>John Allen, John Barney, and Matt Cissel | 22A Shawnee Way<br>Bozeman, MT 59715 | MT | Billings, MT | 406-587-3377 |
| Café Courier, Inc.<br>John Allen, John Barney, and Matt Cissel | 22A Shawnee Way<br>Bozeman, MT 59715 | MT | Bozeman, MT | 406-587-3377 |
| Café Courier, Inc.<br>John Allen, John Barney, and Matt Cissel | 22A Shawnee Way<br>Bozeman, MT 59715 | MT | Butte, MT | 406-587-3377 |
| Café Courier, Inc.<br>John Allen, John Barney, and Matt Cissel | 22A Shawnee Way<br>Bozeman, MT 59715 | MT | Great Falls, MT | 406-587-3377 |
| Café Courier, Inc.<br>John Allen, John Barney, and Matt Cissel | 22A Shawnee Way<br>Bozeman, MT 59715 | MT | Helena, MT | 406-587-3377 |
| Café Courier, Inc.<br>John Allen, John Barney, and Matt Cissel | 22A Shawnee Way<br>Bozeman, MT 59715 | MT | Kalispell, MT | 406-587-3377 |
| Café Courier, Inc.<br>John Allen, John Barney, and Matt Cissel | 22A Shawnee Way<br>Bozeman, MT 59715 | MT | Missoula, MT | 406-587-3377 |
| MPM, LLC<br>Michail Savvas | 7400 River Road, North Bergen, NJ 07047 | NJ | Fort Lee, NJ | 646-645-6211 |

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| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | NM | Carlsbad, NM<br>Clovis, NM<br>Hobbs, NM<br>Roswell, NM | 432-288-5194 |
| My Town 2 Go, LLC<br>505togo llc<br>Cody Ashby | 1310 South Horseback Ct.<br>Wichita, KS | NM | Rio Rancho, NM | 505-750-3387 |
| David Wlostowski | 309 Frey Ave<br>Binghamton, NY 13850 | NY | Binghamton, NY | 607-760-6445 |
| GOHIVE Inc.<br>James Chen | 37-05 Prince St. #1B<br>Flushing, NY 13354 | NY | Queens, NY | 917-578-9670 |
| Upstate Restaurant Delivery LLC<br>Seth Weiss | 72 Pach Road<br>Chatham, NY 12037 | NY | Upstate, NY | 917-991-0611 |
| My Town 2 Go, LLC<br>JADK Enterprise LLC<br>Andrew Daniel | 1310 South Horseback Ct.<br>Wichita, KS | OH | Sandusky, OH | 419-602-1155 |
| My Town 2 Go, LLC<br>Cascade2Go LLC<br>Rene Bloemke~~Tony & MaryAnne Miller~~ | 1310 South Horseback Ct.<br>Wichita, KS ~~345 Westfield St #145~~<br>~~Silverton OR 97381~~ | OR | Salem/Silverton, OR | 360-463-7325~~503-991-7387~~ |
| Elwood Hafler | 1301 N. George St.<br>York, PA 17404 | PA | Harrisburg, PA | 717-578-0621 |
| Elwood Hafler | 1301 N. George St.<br>York, PA 17404 | PA | Lancaster, PA | 717-578-0621 |
| Elwood Hafler | 1301 N. George St.<br>York, PA 17404 | PA | York, PA | 717-578-0621 |
| My Town 2 Go, LLC<br>Dinner Dart, LLC<br>Jayson Cline | 1310 South Horseback Ct.<br>Wichita, KS | TN | Cleveland, TN | 423-650-4232 |
| Food of Your Mood, LLC<br>Patrick Ely | 1183 Fawn Dr.<br>Cookeville, TN 38501 | TN | Cookville, TN | 931-881-7047 |
| My Town 2 Go, LLC<br>Rangnell Enterprises LLC<br>Steve Rangel | 1310 South Horseback Ct.<br>Wichita, KS | TX | Boerne, TX | 210-310-4649 |
| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | TX | Amarillo, TX | 432-288-5194 |
| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | TX | Big Spring, TX | 432-288-5194 |
| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | TX | Lubbock, TX | 432-288-5194 |
| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | TX | Odessa, TX | 432-288-5194 |
| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | TX | Midland, TX | 432-288-5194 |
| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | TX | San Angelo, TX | 432-288-5194 |
| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | TX | San Marcos, TX | 432-288-5194 |
| Texas To Go, LLC<br>Ruston Hicks | 1200 Manchaca Rd.<br>Austin, TX 78748 | TX | Sequin, TX | 432-288-5194 |

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| Jake Dahms | 600 Columbus Ave Ste 106<br>Waco, TX 76701 | TX | Waco, TX | 254-644-0529 |
| RS Logistics, LLC<br>Robert Zajac | 1122 Westward Trails<br>Imperial, MO | UT | Logan, UT | 219-779-1717 |
| Asher Thompson Enterprises, LLC<br>Asher Thompson | ~~131 Elmwood Ave., Apt #1~~<br>~~Burlington~~2129 Sterling Valley Road<br>Morrisville, VT ~~05404~~05661 | VT | Burlington, VT | 812-325-4565 |
| Chuck Kishick | 9401 Mathy Dr., Suite 240<br>Fairfax, VA 22031 | VA | Fairfax, VA | 571-245-5398 |
| My Town 2 Go, LLC<br>Cascade2Go LLC<br>Rene Bloemke | 1310 South Horseback Ct.<br>Witchita, KS | WA | Puget Sound/Cascade, WA | 360-463-7325 |
| Sean Blackwell | 1620 W. Canfield Ave.<br>Coeur d' Alene, ID 83815 | WA | Pullman, WA | 208-818-7310 |
| Josh Broverman | 27 Byrd Ave<br>Wheeling, WV 26003 | WV | Wheeling, WV | 304-231-7749 |
| Casey Morin<br>Emin Buzhunashvili | 1338 Dewey Ct., Suite #101<br>Madison, WI 53703 | WI | Madison, WI | 608-442-7293 |
| Casey Morin<br>Emin Buzhunashvili | 6441 Enterprise Ln, Suite 102<br>Madison, WI 53719 | WI | West Madison, WI | 608-442-7293 |

*Some territory is also in New York

## Franchise Agreement Signed But Outlet Net Yet Open

~~**Jacob Frese (1 AR outlet)**~~
~~111 West Tulsa St.~~
~~Siloam Springs AR 72761~~
~~479-790-2259~~
~~Siloam Springs, AR~~

~~**Patrick Moore (1 GA outlet)**~~
~~Pooler Takeout~~
~~532 Whistestop Cir.~~
~~Statesboro, GA 30461~~

**NONE**
~~912-687-1123~~
~~Pooler, GA~~

~~**Patrick Ely (4 KY and 1 TN Outlets)**~~
~~Food of Your Mood, LLC~~
~~1183 Fawn Drive~~
~~Cookeville, TN 38501-5636~~
~~931-881-7047~~
~~Bardstown, KY~~
~~Elizabethtown, KY~~
~~Campbellsville, KY~~
~~Danville, KY~~
~~Cookeville, TN~~

~~Seth Manley **(1 LA outlet)**~~
~~619 Dalzell St.~~
~~Shreveport, LA 71104~~
~~318-580-1279~~
~~Shreveport, LA~~

~~**Ruston Hicks (8 TX, 4 NM, and 1 CO outlets)**~~
~~Texas To Go, LLC~~
~~11200 Manchaca Road #304~~
~~Austin, TX 78748~~
~~432-288-5194~~
~~Colorado, New Mexico, Texas~~

**EXHIBIT G**
**LIST OF FORMER FRANCHISEES**

(As of December 31, 2020~~2019~~)

The following is a list of Franchisees who had an outlet terminated, cancelled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who had not communicated with us within ten weeks of the date of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Jacob Frese
Razorback Delivery Inc.
Siloam Springs, AR 72761
479-790-2259
Northwest Arkansas, AR
Siloam Spring, AR
Columbia, MO
Jefferson City, MO
Owasso/Tulsa, OK
111 West Tulsa St.

Akshav Patel
3 Maplecrest Lane
Hamden, CT 06514
203-641-2894

Michael Orlando
137 S. Courtenay Parkway
Merrit Island, FL 32952
321-607-1028

Rick Robins
8007 Ponderosa Pine Blvd.
Statesboro, GA 30458
321-213-5644
Hinesville, GA
Savannah, GA

Café Courier, Inc.
John Allen, John Barney, and Matt Cissel
22A Shawnee Way
Bozeman, MT 59715
406-587-3377
Idaho Falls, ID

Tyler Gansky~~Richmond Hill~~

~~Tommy Wheelock~~
~~214 Breckinridge~~
900 Christopher Lane
, Suite ~~210~~8
Springfield, IL 62712
217-971-0191

Seth Manley~~Louisville, KY 40222~~
~~502-819-5859~~
~~Lafayette, IN~~

~~Paula Russell~~
~~1046 Keating Drive~~
~~Cold Spring, KY 41076~~
~~859-466-8827~~
~~Crestview Hills, KY~~

~~Chad Eisenhart~~
~~1301 N. George~~
619 Dalzell St.
Shreveport, LA 71104
318-580-1279

Tony & MaryAnne Miller
345 Westfield St #145
Silverton OR 97381
Salem/Silverton, OR
503-991-7387~~York, PA 17404~~
~~717-814-9289~~
~~Harrisburg, Lancaster and York, PA~~

**EXHIBIT H**
**FINANCIAL STATEMENTS**

The following statement applies to the unaudited portion of the financial statements which follows:

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Delivery.com Franchising, LLC

~~Delivery.com Franchising, LLC~~

Statement of Financial Condition (unaudited)

~~February 29,~~ April 30, 2021

~~2020~~

| | |
|---|---|
| **Assets** | |
| Cash and cash equivalents | $ ~~41,366~~37,537 |
| Intangible assets, net | 2,~~897,546~~898,825 |
| Total assets | $ 2,~~938,912~~936,362 |
| **Liabilities and Members' Equity** | |
| Payables to related parties | $ 2,~~975,580~~439,160 |
| Accrued liabilities | 3,~~028~~564 |
| Other liabilities | 199,987 |
| Total liabilities | 2,~~978,608~~642,711 |
| **Members' Equity** | |
| Member's ~~deficit~~equity | ~~(39,696)~~293,651 |
| Total liabilities and member's equity | $ 2,~~938,912~~936,362 |

Delivery.com Franchising, LLC

Statement of Operations (unaudited)

For the ~~Two~~Four Months Ended ~~February 29, 2020~~April 30, 2021

| | |
|---|---|
| **Revenues** | |
| Order revenue | $~~278,922~~1,501,762 |
| Service revenue | ~~10~~20,000 |
| Total revenues | ~~288,922~~1,521,762 |
| | |
| **Expenses** | |
| Compensation and employee benefits | ~~97,646~~202,179 |
| Selling and promotion | ~~83,589~~144,337 |
| Fees to related parties~~Professional and consulting fees~~ | ~~20,512~~82,410 |
| Communications | ~~12,339~~62,381 |
| Professional and consulting fees~~Fees to related parties~~ | ~~11,401~~38,557 |
| Occupancy and equipment | ~~23,310~~13,387 |
| Other expenses | ~~127,711~~750,141 |
| Total expenses | ~~376,508~~1,293,392 |
| | |
| Net ~~loss~~income | $ ~~(87,586~~228,370~~)~~ |

delivery.com

FINANCIAL STATEMENTS

Delivery.com Franchising, LLC
For the Period from June 6, 2019 through December 31, 2019

Delivery.com Franchising, LLC

Table of Contents

For the Period from June 6, 2019 through December 31, 2019

**BARRY KNEPPER**
**CERTIFIED PUBLIC ACCOUNTANT**
**736 VERONA DRIVE MELVILLE, NEW YORK 11747**

# INDEPENDENT AUDITOR'S REPORT

**To the Member of**
**Delivery.com Franchising, LLC**

We have audited the accompanying financial statements of Delivery.com Franchising, LLC (the "Company") , which comprise the balance sheet as of December 31, 2019 and the related statement of operations and member's equity, and cash flow for the period then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States of America. .This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above presents fairly, in all material respects, the financial position of Delivery.com Franchising, LLC as of December 31, 2019, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

**Matter of Emphasis**

The COVID-19 outbreak in 2020 (see Note 6) has caused business disruption in a variety of industries, markets and geographic regions, which has resulted in considerable uncertainty as to the financial impact and duration, which cannot be reasonably estimated at this time. Our opinion is not modified with respect to this matter.

Barry Knepper, CPA
April 29, 2020

Delivery.com Franchising, LLC

Statement of Financial Condition

December 31, 2019

| | | |
|---|---|---|
| **Assets** | | |
| Cash and cash equivalents | $ | 41,448 |
| Intangible assets, net | | 2,846,987 |
| Total assets | $ | 2,888,435 |
| **Liabilities and Members' Equity** | | |
| Payables to related parties | $ | 2,837,517 |
| Accrued liabilities | | 3,028 |
| Total liabilities | | 2,840,545 |
| **Members' Equity** | | |
| Member's equity | | 47,890 |
| Total liabilities and member's equity | $ | 2,888,435 |

*See notes to the financial statements.*

Delivery.com Franchising, LLC

Statement of Operations

For the Period from June 6, 2019 through December 31, 2019

| | | |
|---|---|---|
| **Revenues** | | |
| Order revenue | $ | 651,821 |
| Service revenue | | 25,000 |
| Total revenues | | 676,821 |
| | | |
| **Expenses** | | |
| Compensation and employee benefits | | 217,426 |
| Selling and promotion | | 149,096 |
| Professional and consulting fees | | 81,453 |
| Communications | | 22,858 |
| Fees to related parties | | 21,207 |
| Occupancy and equipment | | 15,290 |
| Other expenses | | 261,701 |
| Total expenses | | 769,031 |
| | | |
| Net loss | $ | (92,210) |

*See notes to financial statements*

Delivery.com Franchising, LLC

Statement of Cash Flow

For the Period from June 6, 2019 through December 31, 2019

| | | |
|---|---|---|
| **Cash flows from operating activities** | | |
| Net loss | $ | (92,210) |
| Adjustments to reconcile net loss to net cash provided by operating activities: | | |
| Amortization | | 120,303 |
| Increase in operating assets: | | |
| Intangible assets | | (2,867,264) |
| Increase in operating liabilities: | | |
| Payables to related parties | | 2,927,617 |
| Accrued liabilities | | 3,028 |
| Net cash provided by operating activities | | 91,474 |
| **Cash flows from investing activities** | | |
| Intangibles assets | | (100,026) |
| Net cash used in investing activities | | (100,026) |
| **Cash flows from financing activities** | | |
| Capital contributions | | 50,000 |
| Net cash provided by financing activities | | 50,000 |
| Net increase in cash and cash equivalents | | 41,448 |
| Cash and cash equivalents, beginning of period | | — |
| Cash and cash equivalents, end of period | $ | 41,448 |
| **Supplemental disclosure of non-cash flow information** | | |
| Deemed contributions | $ | 90,100 |

*See notes to the financial statements.*

Delivery.com Franchising, LLC

Statement of Changes in Member's Equity

For the Period from June 6, 2019 through December 31, 2019

| | | |
|---|---|---|
| **Balance, June 6, 2019** | $ | — |
| Capital contribution | | 50,000 |
| Deemed contributions | | 90,100 |
| Net loss | | (92,210) |
| **Balance, December 31, 2019** | $ | 47,890 |

*See notes to the financial statements.*

Delivery.com Franchising, LLC

Notes to Financial Statements

December 31, 2019

## 1. General and Summary of Significant Accounting Policies

### Description of Business

Delivery.com Franchising, LLC (the "Company"), is a Delaware limited liability company formed on June 6, 2019. The Company is wholly owned by Delivery.com, LLC, which is a majority owned subsidiary of Cantor Fitzgerald, L.P. ("CFLP"). The Company acts as a franchisor of businesses providing access to online and mobile platforms for restaurant and other services for both pick-up and delivery orders.

### Basis of Presentation

The financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may vary from those estimates.

### Franchise Arrangements

The Company's franchise arrangements generally include a license, which provides for an initial fee, monthly fixed service fees, and other fees based on the number of orders or as a percentage of sales. Under this arrangement, franchisees are granted the right to operate the business described above for a specified number of years, generally ten years.

### Revenue Recognition

Delivery.com provides an online and mobile platform for restaurants and other services for both pick-up and delivery orders. The Company sells franchises which are obligated to pay fees, based on the number of orders or as a percentage of sales. Order fees are recorded in the month earned if collectability is reasonably assured.

**1. General and Summary of Significant Accounting Policies (*continued*)**

In accordance with FASB ASC Subtopic 952–06, Franchisors, Revenue Recognition, nonrefundable initial franchise fees paid by franchise owners are recognized as revenue the earlier of when the franchisee commences operations or upon termination of the franchise agreement. Initial franchise fees collected prior to commencing operations are recorded as deferred initial franchise fees.

In May, 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded.

The new standard changed how the Company records initial franchise fees from franchisees, area developer fees and brand development fees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

The new standard requires that the franchise fee received from customers be allocated to each separate and distinct performance obligation. The transaction price attributable to each separate and distinct performance obligation would then be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation is amortized over the life of the related franchise agreement. The new guidance also changed the reporting of advertising fund contributions from franchisees and the related advertising fund expenditures, which are not currently included in the statement of operations but are reported on the statement of financial condition. The new guidance requires these advertising fund contributions and expenditures to be reported on a gross basis in the statement of operations. The adoption of this guidance did not have a material impact on the Company's financial statements.

**Cash and cash equivalents** – The Company considers all highly liquid investments with maturities of 90 days or less at the date of acquisition to be cash equivalents.

**Intangible assets, net** – Intangible assets, net, consist of costs incurred in connection with the acquisition of franchise agreements, and acquired franchise agreements. Capitalized costs related to the franchise agreements are generally amortized on a straight-line basis over their estimated economic useful lives, generally of ten years.

**1. General and Summary of Significant Accounting Policies (*continued*)**

**Income Taxes**

Income taxes are accounted for under U.S. GAAP Accounting Standards Codification ("ASC") Topic 740, *Income Taxes,* using the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. To the extent that it is more likely than not that deferred tax assets will not be recognized, a valuation allowance would be established to offset their benefit.

ASC Topic 740, *Accounting for Uncertainty in Income Taxes*, clarifies the accounting for income taxes by prescribing a "more likely than not" recognition threshold that a tax position is required to meet before being recognized in the financial statements. In addition, the guidance clarifies the measurement of uncertain tax positions, classification of interest and penalties, and requires additional disclosures on tax reserves.

The Company is a single-member limited liability company and as such is not liable for income tax. Instead, income or loss attributable to the Company's standalone operations is passed through to its sole member who is responsible for reporting such income or loss at the federal, state, and local levels.

**2. Intangible assets, net**

Intangible assets, net consisted of the following:

| | **December 31, 2019** |
|---|---|
| Franchise agreements | $ 2,967,290 |
| Less: accumulated amortization | 120,303 |
| Intangible assets, net | $ 2,846,987 |

Amortization expense for the period from June 6, 2019 through December 31, 2019 was $120,303.

Delivery.com Franchising, LLC

Notes to Financial Statements (*continued*)

December 31, 2019

**3. Related Party Transactions**

The Company recorded $10,156 for allocated rent which is reported in Occupancy and Equipment in the Company's statement of operations.

CFLP and other affiliates provides the Company with legal services for which they charge the Company based on the cost of providing such services. For the period ended December 31, 2019, the Company was charged $21,207 by CFLP for such services which are included in Fees to related parties in the Company's statement of operations.

Under the Assignment and Assumption agreement, there were 34 franchising agreements and 3 options to purchase that were transferred to the Company. The value of the transferred assets is $2,747,795 as of December 31, 2019, and are included in Intangible assets, net in the Company's statement of financial condition.

**4. Commitments and Contingencies**

**Franchising Commitments**

The Company has commitments to make future payments in order to continue to grow its franchising business. The maximum value of these commitments is approximately $200,000 as of December 31, 2019.

**Legal Matters**

In the ordinary course of business, various legal actions are brought and may be pending against the Company. Any of such actions may result in judgments, settlements, fines, penalties, injunctions or other relief. As of December 31, 2019, no such claims or actions have been brought against the Company.

Legal reserves are established in accordance with FASB guidance on *Accounting for Contingencies*, when a material legal liability is both probable and reasonably estimable. Once established, legal reserves are adjusted when additional information becomes available or when an event occurs requiring a change.

**5. Revenue from Contracts with Customers**

The following table presents the Company's total revenues separated between revenue from contracts with customers and other sources of revenue:

| | | December 31, 2019 |
|---|---|---|
| **Revenue from contracts with customers:** | | |
| Order revenue | $ | 651,821 |
| **Total revenues from contracts with customers** | | 651,821 |
| Other sources of revenue: | | |
| Service revenue | | 25,000 |
| **Total revenues** | $ | 676,821 |

**6. Subsequent Events**

As a result of the COVID-19 pandemic, there are a number of economic uncertainties that could have an impact on the Company, however, the financial impact and duration cannot be reasonably estimated at this time.

The Company has evaluated all subsequent events through April 29, 2020, the date the financial statements were available to be issued. There have been no other material subsequent events, other than that listed above, that would require recognition in these financial statements or disclosure in the notes to the financial statements.

FINANCIAL STATEMENTS

Delivery.com Franchising, LLC
For the Year Ended December 31, 2020 and
For the Period from June 6, 2019 (inception) through December 31, 2019

Delivery.com Franchising, LLC

Table of Contents

For the Year Ended December 31, 2020 and For the Period from June 6, 2019 (inception) through December 31, 2019

**AKIVA MANNE**
**CERTIFIED PUBLIC ACCOUNTANT**
**905 HARRISON STREET ALLENTOWN, PA 18103**

# INDEPENDENT AUDITOR'S REPORT

**To the Member of**
**Delivery.com Franchising, LLC**

We have audited the accompanying financial statements of Delivery.com Franchising, LLC (the "Company"), which comprise the balance sheets as of December 31, 2020 and the related statements of operations and member's equity, and cash flows for the period then ended, and the related notes to financial statements. The financial statements for the period starting June 6, 2019 (inception) and ending December 31, 2019 were audited by other auditors whose report dated April 28, 2020 included an unqualified opinion of those statements.

## Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

## Auditor's Responsibility

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Delivery.com Franchising, LLC as of December 31, 2020, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Akiva Manne, CPA
May 24, 2021

Delivery.com Franchising, LLC

Statements of Financial Condition

| | | December 31, 2020 | | December 31, 2019 |
|---|---|---|---|---|
| **Assets** | | | | |
| Cash and cash equivalents | $ | 37,703 | $ | 41,448 |
| Intangible assets, net | | 3,001,068 | | 2,846,987 |
| Total assets | $ | 3,038,771 | $ | 2,888,435 |
| **Liabilities and Members' Equity** | | | | |
| Payables to related parties | $ | 2,669,939 | $ | 2,837,517 |
| Accrued liabilities | | 3,564 | | 3,028 |
| Other liabilities | | 299,987 | | — |
| Total liabilities | | 2,973,490 | | 2,840,545 |
| **Member's Equity** | | | | |
| Member's equity | | 65,281 | | 47,890 |
| Total liabilities and member's equity | $ | 3,038,771 | $ | 2,888,435 |

*See notes to the financial statements*

Delivery.com Franchising, LLC

Statements of Operations

| | Year Ended December 31, 2020 | Period from June 6, 2019 (inception) through December 31, 2019 |
|---|---|---|
| **Revenues** | | |
| Order revenue | $ 3,378,360 | $ 651,821 |
| Service revenue | 60,000 | 25,000 |
| Total revenues | 3,438,360 | 676,821 |
| **Expenses** | | |
| Compensation and employee benefits | 775,524 | 217,426 |
| Selling and promotion | 563,985 | 149,096 |
| Fees to related parties | 191,309 | 21,207 |
| Communications | 135,061 | 22,858 |
| Professional and consulting fees | 132,847 | 81,453 |
| Occupancy and equipment | 63,980 | 15,290 |
| Other expenses | 1,558,263 | 261,701 |
| Total expenses | 3,374,160 | 769,031 |
| Net income (loss) | $ 17,391 | $ (92,210) |

*See notes to the financial statements*

Delivery.com Franchising, LLC

Statements of Cash Flow

| | Year Ended December 31, 2020 | | Period From June 6, 2019 (inception) through December 31, 2019 | |
|---|---|---|---|---|
| **Cash flows from operating activities** | | | | |
| Net income (loss) | $ | 17,391 | $ | (92,210) |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: | | | | |
| Amortization | | 345,893 | | 120,303 |
| Increase in operating assets: | | | | |
| Intangible assets | | — | | (2,867,264) |
| Increase (decrease) in operating liabilities: | | | | |
| Payables to related parties | | (167,577) | | 2,927,617 |
| Accrued liabilities | | 536 | | 3,028 |
| Net cash provided by operating activities | | 196,243 | | 91,474 |
| **Cash flows from investing activities** | | | | |
| Purchase of intangible assets | | (199,988) | | (100,026) |
| Net cash used in investing activities | | (199,988) | | (100,026) |
| **Cash flows from financing activities** | | | | |
| Capital contributions | | — | | 50,000 |
| Net cash provided by financing activities | | — | | 50,000 |
| Net increase (decrease) in cash and cash equivalents | | (3,745) | | 41,448 |
| Cash and cash equivalents, beginning of period | | 41,448 | | — |
| Cash and cash equivalents, end of period | $ | 37,703 | $ | 41,448 |
| **Supplemental disclosure of non-cash flow information** | | | | |
| Deemed contributions | $ | — | $ | 90,100 |

*See notes to the financial statements*

Delivery.com Franchising, LLC

Statement of Changes in Member's Equity

For the Year Ended December 31, 2020

| | | |
|---|---|---|
| **Balance, January 1, 2020** | $ | 47,890 |
| Net income | | 17,391 |
| **Balance, December 31, 2020** | $ | 65,281 |

*See notes to the financial statements*

Delivery.com Franchising, LLC

Statement of Changes in Member's Equity

For the Period from June 6, 2019 through December 31, 2019

| | | |
|---|---|---|
| **Balance, Inception** | $ | — |
| Capital contribution | | 50,000 |
| Deemed contributions | | 90,100 |
| Net loss | | (92,210) |
| **Balance, December 31, 2019** | $ | 47,890 |

*See notes to the financial statements*

Delivery.com Franchising, LLC

Notes to Financial Statements

### 1. General and Summary of Significant Accounting Policies

#### Description of Business

Delivery.com Franchising, LLC (the "Company"), is a Delaware limited liability company formed on June 6, 2019. The Company is wholly owned by Delivery.com, LLC, which is a majority owned subsidiary of Cantor Fitzgerald, L.P. ("CFLP"). The Company acts as a franchisor of businesses providing access to online and mobile platforms for restaurant and other services for both pick-up and delivery orders.

#### Basis of Presentation

The financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may vary from those estimates.

#### Franchise Arrangements

The Company's franchise arrangements generally include a license, which provides for an initial fee, monthly fixed service fees, and other fees based on the number of orders or as a percentage of sales. Under this arrangement, franchisees are granted the right to operate the business described above for a specified number of years, generally ten years.

#### Revenue Recognition

Delivery.com provides an online and mobile platform for restaurants and other services for both pick-up and delivery orders. The Company sells franchises which are obligated to pay fees, based on the number of orders or as a percentage of sales. Order fees are recorded in the month earned if collectability is reasonably assured.

**1. General and Summary of Significant Accounting Policies (*continued*)**

In accordance with FASB ASC Subtopic 952–06, Franchisors, Revenue Recognition, nonrefundable initial franchise fees paid by franchise owners are recognized as revenue the earlier of when the franchisee commences operations or upon termination of the franchise agreement. Initial franchise fees collected prior to commencing operations are recorded as deferred initial franchise fees.

In May, 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded.

The new standard changed how the Company records initial franchise fees from franchisees, area developer fees and brand development fees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

The new standard requires that the franchise fee received from customers be allocated to each separate and distinct performance obligation. The transaction price attributable to each separate and distinct performance obligation would then be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation is amortized over the life of the related franchise agreement. The new guidance also changed the reporting of advertising fund contributions from franchisees and the related advertising fund expenditures, which are not currently included in the statements of operations but are reported on the statements of financial condition. The new guidance requires these advertising fund contributions and expenditures to be reported on a gross basis in the statements of operations. The adoption of this guidance did not have a material impact on the Company's financial statements.

**Cash and cash equivalents** – The Company considers all highly liquid investments with maturities of 90 days or less at the date of acquisition to be cash equivalents.

**Intangible assets, net** – Intangible assets, net, consist of costs incurred in connection with the acquisition of franchise agreements, and acquired franchise agreements. Capitalized costs related to the franchise agreements are generally amortized on a straight-line basis over their estimated economic useful lives, generally of ten years.

### 1. General and Summary of Significant Accounting Policies (*continued*)

#### Income Taxes

Income taxes are accounted for under U.S. GAAP Accounting Standards Codification ("ASC") Topic 740, *Income Taxes,* using the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. To the extent that it is more likely than not that deferred tax assets will not be recognized, a valuation allowance would be established to offset their benefit.

ASC Topic 740, *Accounting for Uncertainty in Income Taxes*, clarifies the accounting for income taxes by prescribing a "more likely than not" recognition threshold that a tax position is required to meet before being recognized in the financial statements. In addition, the guidance clarifies the measurement of uncertain tax positions, classification of interest and penalties, and requires additional disclosures on tax reserves.

The Company is a single-member limited liability company and as such is not liable for income tax. Instead, income or loss attributable to the Company's standalone operations is passed through to its sole member who is responsible for reporting such income or loss at the federal, state, and local levels.

### 2. Intangible assets, net

Intangible assets, net consisted of the following:

| | December 31, 2020 | December 31, 2019 |
|---|---|---|
| Franchise agreements | $ 3,467,264 | $ 2,967,290 |
| Less: accumulated amortization | 466,196 | 120,303 |
| Intangible assets, net | $ 3,001,068 | $ 2,846,987 |

Amortization expense was $345,893 for the year ended December 31, 2020 and $120,303 for the period from June 6, 2019 (inception) through December 31, 2019.

**3. Related Party Transactions**

For the year ended December 31, 2020, the Company recorded $17,772 for allocated rent. For the period from June 6, 2019 through December 31, 2019, the Company recorded $10,156 for allocated rent. Allocated rent is reported in Occupancy and Equipment in the Company's statements of operations.

CFLP and other affiliates provides the Company with legal services for which they charge the Company based on the cost of providing such services. For the year ended December 31, 2020, the Company was charged $191,309 by CFLP for such services. For the period from June 6, 2019 (inception) through December 31, 2019, the Company was charged $21,207 by CFLP for such services. The charges are included in Fees to related parties in the Company's statements of operations.

Under the Assignment and Assumption agreement, there were 34 franchising agreements and 3 options to purchase that were transferred to the Company. The value of the transferred assets was $2,461,068, and $2,747,795 as of December 31, 2020 and 2019, respectively, and are included in Intangible assets, net in the Company's statements of financial condition.

**4. Commitments and Contingencies**

**Franchising Commitments**

The Company has commitments to make future payments in order to continue to grow its franchising business. The maximum value of these commitments was approximately $300,000, and $200,000 as of December 31, 2020, and 2019, respectively, and are included in Other liabilities in the Company's statements of financial condition.

**Legal Matters**

In the ordinary course of business, various legal actions are brought and may be pending against the Company. Any of such actions may result in judgments, settlements, fines, penalties, injunctions or other relief. As of December 31, 2020, no such claims or actions have been brought against the Company.

Legal reserves are established in accordance with FASB guidance on *Accounting for Contingencies*, when a material legal liability is both probable and reasonably estimable. Once established, legal reserves are adjusted when additional information becomes available or when an event occurs requiring a change.

**5. Revenue from Contracts with Customers**

The following table presents the Company's total revenues separated between revenue from contracts with customers and other sources of revenue:

| | Year ended December 31, 2019 | Period from June 6, 2019 (inception) through December 31, 2019 |
|---|---|---|
| **Revenue from contracts with customers:** | | |
| Order revenue | $ 3,378,360 | $ 651,821 |
| Service revenue | 60,000 | 25,000 |
| **Total revenues from contracts with customers** | 3,438,360 | 676,821 |

See Note 1 – General and Summary of Significant Accounting Policies for detailed information on the recognition of the Company's revenue from contracts with customers.

**6. Subsequent Events**

The Company made payments of $100,000 related to commitments to grow the business on February 10, 2021.

The Company has evaluated all subsequent events through May 24, 2021, the date the financial statements were available to be issued. There have been no other material subsequent events, other than that listed above, that would require recognition in these financial statements or disclosure in the notes to the financial statements.

# EXHIBIT I
# TABLE OF CONTENTS FOR OPERATIONS MANUAL

<u>**Table of Contents**</u>

**EXHIBIT J**
**LIST OF STATE ADMINISTRATORS AND REGISTERED AGENTS**

| State | State Administrator | Agent for Service of Process |
|---|---|---|
| **California** | Department of ~~Business Oversight~~Financial Protection and Innovation<br>320 West 4th Street<br>Los Angeles, CA 90013<br><br>~~1515 K Street, Suite 200~~<br>2101 Arena Boulevard<br>Sacramento, CA ~~95814~~95834<br>~~1-~~(866~~-~~) 275-2677 | Commissioner of ~~Business Oversight~~Financial Protection and Innovation<br>Department of ~~Business Oversight~~Financial Protection and Innovation<br>320 West 4th Street<br>Los Angeles, CA 90013 |
| **Connecticut** | The Banking Commissioner<br>The Department of Banking, Securities and Business Investment Division<br>260 Constitution Plaza<br>Hartford, CT 06103-1800<br>Phone Number (860) 240-8299 | The Banking Commissioner<br>The Department of Banking, Securities and Business Investment Division<br>260 Constitution Plaza<br>Hartford, CT 06103-1800<br>Phone Number (860) 240-8299 |
| **Hawaii** | Commissioner of Securities of the State of Hawaii<br>Department of Commerce and Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, HI 96813<br>(808) 586-2722 | Commissioner of Securities of the State of Hawaii<br>Department of Commerce and Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, HI 96813 |
| **Illinois** | Office of Attorney General<br>Franchise Division<br>500 South Second Street<br>~~Springfield~~Charlottesville, IL 62706<br>(217) 782-4465 | Illinois Attorney General<br>Office of Attorney General<br>Franchise Division<br>500 South Second Street<br>~~Springfield~~Charlottesville, IL 62706 |
| **Indiana** | Secretary of State, Securities Division<br>302 West Washington Street, Room E-111<br>Indianapolis, IN 46204<br>(317) 232-6681 | Secretary of State, Securities Division<br>West Washington Street, Room E-111<br>Indianapolis, IN 46204 |
| **Kentucky** | Kentucky Attorney General<br>700 Capitol Avenue<br>Frankfort, Kentucky 40601-3449<br>(502) 696-5300 | |
| **Maryland** | Office of the Attorney General<br>Securities ~~Commissioner~~Division<br>200 St. Paul Place<br>Baltimore, MD 21202<br>(410) 576-6360 | Maryland Securities Commissioner<br>200 St. Paul Place<br>Baltimore, MD 21202-2020 |
| **Michigan** | Department of Attorney General<br>Consumer Protection Division – Franchise Unit | Department of Attorney General<br>525 W. Ottawa Street<br>G. Mennen Building |

| | | |
|---|---|---|
| | 525 W. Ottawa Street<br>G. Mennen Building<br>Lansing, MI 48913<br>(517) 373-7117 | Lansing, MI 48913 |
| **Minnesota** | Minnesota Commissioner of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, MN 55101-2198<br>(651) 539-1500 | Minnesota Commissioner of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, MN 55101-2198 |
| **Nebraska** | Nebraska Department of Banking and Finance<br>1200 N Street-Suite 311<br>Post Office Box 95006<br>Lincoln, Nebraska 68509<br>(402) 471-3445 | |
| **New York** | NYS Department of Law<br>Investor Protection Bureau<br>28 Liberty St. 21st Floor<br>New York, NY 10005<br>212-416-8285 Phone | New York Department of State<br>One Commerce Plaza<br>99 Washington Avenue, 6th Floor<br>Albany, New York 12231-0001<br>(518) 473-2492 Phone |
| **North Dakota** | Securities Commissioner<br>North Dakota Securities Department<br>600 East Boulevard Avenue<br>State Capital, Fifth Floor, Dept. 414<br>Bismarck, ND 58505-0510<br>(701) 328-4712 | Securities Commissioner<br>North Dakota Securities Department<br>600 East Boulevard Avenue<br>State Capital, Fifth Floor, Dept. 414<br>Bismarck, ND 58505-0510 |
| **Rhode Island** | Department of Business Regulation<br>Securities Division<br>John O. Pastore Complex<br>1511 Pontiac Avenue, Bldg. 69-1<br>Cranston, RI 02920<br>(401) 462-9588 | Department of Business Regulation<br>Securities Division<br>John O. Pastore Complex<br>1511 Pontiac Avenue, Bldg. 69-1<br>Cranston, RI 02920<br>(401) 462-9588 |
| **South Dakota** | Division of Insurance<br>Securities Regulation<br>124 South Euclid, Suite 104<br>Pierre, SD 57501<br>(605) 773-~~773-~~3563 | Division of Insurance<br>Securities Regulation<br>124 South Euclid, Suite 104<br>Pierre, SD 57501 |
| **Texas** | Secretary of State<br>Statutory Document Section<br>P.O. Box 12887<br>Austin, TX 78711<br>(512) 475-1769 | |
| **Utah** | Department of Commerce<br>Division of Consumer Protection<br>160 East 300 South<br>Salt Lake City, Utah 84111-0804<br>(801) 530-6601 | |
| **Virginia** | State Corporation Commission<br>Division of Securities and Retail Franchising~~, 9th Floor~~<br>1300 E. Main Street<br>Richmond, VA 23219 | Clerk of the State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, VA 23219 |

| | | |
|---|---|---|
| | (804) 371-9051 | |
| **Washington** | ~~Securities Administrator~~<br>~~Washington State~~ Department of Financial Institutions<br>~~150 Israel Road SW~~<br>~~Tumwater~~Securities Division<br>P.O. Box 9033<br>Olympia, WA ~~98501~~98507<br>(360) 902-8760 | Securities Administrator<br>Washington State Department of Financial Institutions<br>150 Israel ~~Road~~Rd., SW<br>Tumwater, WA 98501 |
| **Wisconsin** | Wisconsin Department of Financial Institutions<br>345 West Washington Avenue<br>Madison, WI 53703<br>(608) 266-8557 | Wisconsin Department of Financial Institutions<br>345 West Washington Avenue<br>Madison, WI 53703 |

**EXHIBIT K**
**FRANCHISEE COMPLIANCE CERTIFICATION**

You and we are preparing to enter into a Franchise Agreement. This Acknowledgement is to determine whether any statements or promises were made to you that we did not authorize or are untrue, inaccurate or misleading, to ensure you have been properly represented, and that you understand the limitations on claims you may make relating to your franchise. **You cannot sign or date this Acknowledgement the same day as the Receipt for the Franchise Disclosure Document. You must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses.

Yes__ No__ I. Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?

Yes__ No__ 2. Do you understand all the information contained in the Franchise Agreement?

Yes__ No__ 3. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes__ No__ 4. Do you understand all the information contained in the Franchise Disclosure Document?

Yes__ No__ 5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes__ No__ 6. Do you understand the risks of developing and operating this franchise?

Yes__ No__ 7. Do you understand that your investment involves substantial business risks and that there is no guarantee that your business will be profitable?

Yes__ No__ 8. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, the economy, labor and supply costs and other relevant factors?

Yes__ No__ 9. Do you acknowledge that the success of your franchise in large part relies upon your ability as an independent business person and your active participation in the day to day operation of the business?

Yes__ No__ 10. Do you agree that no employee or other person speaking on our behalf has made any statement, promise, or agreement, that is contrary to or different from what is stated in the Franchise Disclosure Document and Franchise Agreement?

Yes__ No__ 11. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue you will generate, that is not contained in Item 19 of the Franchise Disclosure Document or that is contrary to, or different from, the information contained in Item 19 of the Franchise Disclosure Document, and that you have not made a decision to purchase your franchise based on any such representations?

Yes__ No__ 12. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning this franchise, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of any liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

By signing below, you are representing that you have responded truthfully to the above questions.

______________________________
Name of Applicant (please print)

______________________________
Signature

Date: ______________________________

**Explanation of any negative responses (Refer to Question Number):**

# <u>Exhibit L</u>
## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| State | Effective Date |
|---|---|
| California | ~~May 6,~~ Pending~~2020~~ |
| Hawaii | Pending |
| Illinois | ~~May 8,~~ Pending~~2020~~ |
| Indiana | ~~October 10, 2020~~Pending |
| Maryland | ~~July 29,~~ Pending~~2020~~ |
| Minnesota | Pending |
| Michigan | ~~October 10,~~ Pending~~2020~~ |
| New York | ~~August 10,~~ Pending~~2020~~ |
| South Dakota | ~~October 26,~~ Pending~~2020~~ |
| Washington | ~~June 16,~~ Pending~~2020~~ |
| Wisconsin | ~~April 30,~~ Pending~~2020~~ |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT M**
**RECEIPTS**

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Delivery.com Franchising, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Ex. J.

The franchisor is Delivery.com Franchising, LLC, located at ~~3001 S. Lamar Boulevard, Suite 102, Austin, TX 78704~~55 Water Street, 28th Floor, New York, NY 10041, telephone: 800-709-7191

Issuance date: ~~April 30,~~ June 24, 2021~~2020~~

The franchise seller for this offering is:

| | |
|---|---|
| X | Jason Moldoff, ~~3001 S. Lamar Boulevard, Suite 102, Austin, TX 78704~~55 Water Street, 28th Floor, New York, NY 10041 (800) 709-7191 |
| X | Laurence Levine, ~~3001 S. Lamar Boulevard, Suite 102, Austin, TX 78704~~55 Water Street, 28th Floor, New York, NY 10041 (800) 709-7191 |
| | |

We authorize the respective state agencies identified on Exhibit J to receive service of process for it in the particular state.

| | |
|---|---|
| I have received a Franchise Disclosure Document dated Ju | |

| ne 24, 20 21 | |
|---|---|

~~We authorize the respective state agencies identified on Exhibit J to receive service of process for it in the particular state.~~

~~I have received a Franchise Disclosure Document dated~~ ~~April 30, 2020~~ that included the following exhibits:

A. State Addenda to the Disclosure Document
B. Franchise Agreement and Appendices
   Appendix A - Data Addendum
   Appendix B - Sample Non-Disclosure and Non-Compete Agreement
   Appendix C - State Addenda to the Franchise Agreement
C. Conversion Agreement
D. Promissory Notes
E. General Release
F. List of Current Franchisee
G. List of Former Franchisees
H. Financial Statements
I. Table of Contents for Manual
J. List of State Administrators and Registered Agents
K. Franchise Compliance Certification
L. State Effective Dates
M. Receipts

By: ______________________________
Prospective Franchisee

______________________________
Printed Name

______________________________
Date Received

Street Address:______________________________
______________________________
______________________________

E-mail Address: ______________________________
Home Phone #:______________________________
Mobile Phone #:______________________________

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New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Ex. J.

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| | |

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| | |
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J. List of State Administrators and Registered Agents

K. Franchise Compliance Certification

L. State Effective Dates

M. Receipts

By: ______________________________
Prospective Franchisee

______________________________
Printed Name

______________________________
Date Received

Street Address:______________________________
______________________________
______________________________

E-mail Address: ______________________________
Home Phone #:______________________________
Mobile Phone #:______________________________