

Contract Terms

THIS CONTRACT IS FOR THE PROVISION OF INTERMEDIATION SERVICES BETWEEN **PREP BY CHEF** REPRESENTED BY **MAKEM INDUSTRIES TECH MEXICO**, HEREINAFTER REFERRED TO AS "THE SERVICE COMPANY" AND RICHARD SELIGSTEINEZ, HEREINAFTER REFERRED TO AS "THE CHEF":

DECLARATIONS

1. Declares that THE SERVICE COMPANY through its legal representative and under oath, is a Legal Person named **MAKEM INDUSTRIES TECH MEXICO**, of Mexican nationality with **RFC: MIT210907D4A** and located at **Calle Nuez No.6 Colonia El Capulin Municipio Atizapan de Zaragoza, postal code 52915**, being duly constituted in accordance with the laws of the United States of Mexico, as accredited in the **Articles of Incorporation number N-2021065910**, with its legal representative, **Ms. Ana Cristina Ramirez Cantorio**, and that she has the powers and faculties necessary to enter into this CONTRACT on behalf of THE SERVICE COMPANY, which has not been modified, limited or revoked in any way at the date of signing this CONTRACT.
2. That it has the will to enter this CONTRACT for INTERMEDIATION SERVICES, in accordance with the terms and conditions agreed in the clauses thereof.
3. That it has the necessary legal capacity and the economic resources required to carry out its activities, which are included within its corporate purpose, sufficient to enter into this CONTRACT and be bound by the terms of it.
4. That it complies with all the laws that are applicable to it, including those anti-corruption provisions, since failure to comply with them would significantly affect the course of its activities and has all the governmental, regulatory, and administrative authorizations relevant for the purposes of this CONTRACT, which are fully in force.
5. For the purposes of this CONTRACT, THE SERVICE COMPANY declares that the conventional address mentioned above is to be used for all legal purposes that may arise and expressly authorizes this address to receive all kinds of judicial or extrajudicial notices or notifications related to this CONTRACT.
6. Declares that THE CHEF is a natural person, with birth name RICHARD SELIGSTEINEZ and that their address is located at 2-17-15/4, DHARMAPURI COLONY.
7. That they have will to enter this CONTRACT for INTERMEDIATION SERVICES, in accordance with the terms and conditions agreed in the clauses thereof.
8. That they have necessary powers to sign this CONTRACT and be bound by its terms.
9. That they have the necessary legal capacity, financial resources and knowledge required to carry out its activities originated by this CONTRACT.
10. For the purposes of this CONTRACT, THE CHEF declares that their conventional address is the one mentioned above for all legal purposes that may arise and expressly authorizes this address to receive all kinds of judicial or extrajudicial notices or notifications related to this CONTRACT.

By virtue of the foregoing, the PARTIES agree to be bound by the following:

CLAUSES

FIRST. OBJECT. – THE SERVICE COMPANY undertakes to provide THE CHEF with INTERMEDIATION SERVICES and other acts related for said purpose, the foregoing in compliance with applicable legislation. INTERMEDIATION SERVICES will be provided by personnel of THE SERVICE COMPANY without any employment relationship, or subject to the orders of THE CHEF during the term of this CONTRACT. THE SERVICE COMPANY and its personnel will have the necessary training to provide INTERMEDIATION SERVICES in accordance with the terms and conditions indicated in this

CONTRACT.

The INTERMEDIATION SERVICES mentioned in this CONTRACT may be extended from time to time as requested by THE SERVICE COMPANY.

This CONTRACT does not constitute either PARTY as an agent or representative of the other to its suppliers. Neither PARTY is granted, expressly or implicitly, any right or power to assume or create obligations on behalf of the other party or subsidiaries or suppliers, or to receive notices on behalf of the other or to represent them judicially or otherwise or to bind them in any way.

SECOND. SCOPE OF PROVISION OF SERVICES. – The services for this CONTRACT must be provided by THE SERVICE COMPANY to THE CHEF directly, without any third-party, stating the scope of the service in:

THE SERVICE COMPANY only offers intermediation between THE CHEF and the CUSTOMERS by means of a technological tool hosted on the internet (hereinafter referred to as the PLATFORM), to carry out operations of sale of products and services. THE SERVICE COMPANY is not in itself a Seller and is not preparing, packaging, or selling any food. The service that THE SERVICE COMPANY offers is to allow users to connect with each other and for related services, but it is not part of any purchase or sale transaction. THE SERVICE COMPANY to encourage the use of return of the service, may help facilitate the resolution of disputes between THE CHEF and CUSTOMERS, but has no control and does not guarantee:

- a. The existence, quality, safety, authenticity or legality of the products and services offered or sold.
- b. The veracity or accuracy of THE CHEF's CONTENT or listings.
- c. THE CHEF's ability to sell through the service and to deliver the products and services within the required delivery windows

Description of THE CHEF

THE CHEF is the owner of their business, is an independent contractor and not an employee, partner, representative, agent, franchisee or in joint venture with THE SERVICE COMPANY. THE CHEF is responsible for cooking, packaging and sometimes delivering the products and services offered, employing their own staff and their own resources without THE SERVICE COMPANY intervening.

CHEF's responsibilities:

THE CHEF is solely responsible for complying with all applicable laws, rules and regulations and standards related, but not limited to, preparation, sale, marketing and packaging of all products and services that the CUSTOMER orders through the <https://prepbychef.com> application or web portal. THE CHEF is also responsible for updating the details and prices related to the products and services it offers. THE CHEF must maintain the quality, safety, and freshness of its products. THE SERVICE COMPANY does not verify the credentials, representations, products, services, or prices offered by any CHEF, and does not guarantee the quality of the products and services being offered. THE SERVICE COMPANY shall not be liable for any product or service provided by THE CHEF and is not responsible for any injury that is caused or if any product does not meet the CUSTOMER's expectations in any way.

Depending on the jurisdiction, THE SERVICE COMPANY may enter into agreements with independent contractors ("COURIER") to provide delivery services under certain circumstances if THE CHEF or the CUSTOMER of the products and services so wish. If THE CHEF or CUSTOMER chooses to use a Courier chosen for the delivery of a product or service, THE SERVICE COMPANY bears no responsibility or liability for the actions, inactions, errors, or misrepresentations committed by the COURIER. COURIERS are required to comply with all applicable laws, rules, and regulations.

Registration requirements for THE CHEF

THE CHEF is required to register on <https://prepbychef.com> to access and use certain features of the service. If you choose to register for the service, you agree to provide and maintain true, accurate, current, and complete information as requested by the service registration form. Registration data and other information provided to THE SERVICE COMPANY related to THE CHEF are governed by our Privacy Policy. The service is available only to individuals who have the legal capacity to enter into legally binding contracts under applicable law. Without limiting the foregoing, the service is not available to minors (minors in their state or province of residence) or to temporarily or permanently suspended users of the service (both THE CHEF and CUSTOMERS). If you do not meet the aforementioned requirements, you will not be able to use the service. In addition, THE SERVICE COMPANY reserves the right to deny access to or use of the service to a person, or persons who breach the Terms of Service or for reasons related to the security of the Community, including users, employees or potential users of <https://prepbychef.com>. You are only authorized to create and use an account for the service and are prohibited from using alter egos or other disguised identities when using the service. If THE CHEF is caught violating any of the aforementioned rules you will be denied access to the service.

THE CHEF is responsible for maintaining the confidentiality of their password and account, if applicable, and is fully responsible for any and all activities that occur under their password and account.

THE CHEF accepts:

- a. Immediately notify THE SERVICE COMPANY of any unauthorized use of their password or account or any other breach of security.
- b. Make sure to log out of your account at the end of each session after using the service. THE SERVICE COMPANY shall not be liable for any loss or damage arising from your breach of this section.

Modification of the service

THE SERVICE COMPANY reserves the right to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. THE SERVICE COMPANY shall not be liable to THE CHEF or any third-party for any modification, suspension, or discontinuance of the service.

Inactive accounts

THE CHEF acknowledges that THE SERVICE COMPANY may establish general practices and limits with respect to the use of the service. You further agree that THE SERVICE COMPANY has no responsibility or liability for the deletion or failure to store any data or other CONTENT maintained or transmitted to the service. THE CHEF acknowledges that THE SERVICE COMPANY reserves the right to cancel accounts that are inactive for an extended period of time. You further acknowledge that THE SERVICE COMPANY reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Services

For the proper functioning of the services offered by THE SERVICE COMPANY, THE CHEF acknowledges that certain services are available through the use of one or more mobile devices, such as:

- a. Uploading of CONTENT (including products and services offered or THE CHEF's personal information).
- b. The ability to browse the service and the Site from a mobile device.
- c. The ability to access certain features through an application downloaded and installed on a mobile device (collectively known as the "Mobile Services").

To the extent that you access the service through a mobile device, standard charges, data rates and other fees of the wireless service provider with which THE CHEF has the service contract may apply. These charges are at the expense of THE CHEF. In addition, the download, installation or use of certain mobile services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding services provided by THE SERVICE COMPANY and other entities by SMS, MMS, text messages or other electronic means to your mobile device and that certain information about your use of the Mobile Services may be communicated to THE SERVICE COMPANY. In the event that you change or deactivate your mobile phone number, you agree to immediately update your account information to ensure that your messages are not sent to the person who acquires your previous number or to a person other than the actual recipient of the message. THE CHEF acknowledges and accepts the use of the Service and agrees to the rules of use, established by their mobile device PLATFORM or telephone service provider.

Contacted by us or our partners

By registering and using <https://prepbychef.com> services and providing personal and contact information, THE CHEF agrees and consents to be contacted by THE SERVICE COMPANY or any of its business partners or representatives by telephone, text message (which may be automated), email, fax, or any means, even if you have chosen to participate in any company's National Do Not Call List, any Do-Not-Call List equivalent to the state, or any company's internal Do Not Call List. In the event that you no longer wish to receive communications from THE SERVICE COMPANY, its business partners, or legal representatives, THE CHEF agrees that you must notify THE SERVICE COMPANY or its business partner directly. You can opt out of various contact methods by sending an email to the following email address: custsupport@prepbychef.com

It is made known to THE CHEF that Prep By Chef is a registered trademark based in Canada, and that it belongs to MAKEM INDUSTRIES TECH INC. based in Canada, and it has a CONTRACT with MAKEM INDUSTRIES TECH MEXICO for the use of Prep By Chef and its PLATFORM in <https://prepbychef.com> throughout the Mexican Republic.

VALIDITY. – Without prejudice to the provisions of the previous clauses, this CONTRACT will begin its validity on the date that THE CHEF registers with THE SERVICE COMPANY and accepts this contract and will conclude on the DATE that THE CHEF unsubscribes from the PLATFORM of THE SERVICE COMPANY or communicates it in writing. THE CHEF is aware that THE SERVICE COMPANY may unsubscribe you from the PLATFORM for violating the rules without prior notification or notice, terminating this contract without liability to THE SERVICE COMPANY.

PAYMENT FOR SERVICES. – THE CHEF will pay commissions to THE SERVICE COMPANY for the INTERMEDIATION SERVICES between THE CHEF and CUSTOMERS, in accordance with the list of commissions. These commissions will be added with the Value Added Tax (VAT) if these activities are subject to this tax. In addition, it is made known to THE CHEF that THE SERVICE COMPANY will make the corresponding tax withholdings in case to apply for the provision of services offered by THE CHEF to the CUSTOMERS according to current legislation and for the use of the PLATFORM.

Except as agreed in this CONTRACT, it is expressly agreed that all payments to THE SERVICE COMPANY are derived from the provision of services deducted to THE CHEF from the charges made to the CUSTOMERS for the sale of the products and services that are made through the PLATFORM in accordance indicated in this CONTRACT.

If THE CHEF chooses to deliver the products and services offered through the PLATFORM on his own account and with his own tools, the following rules will apply:

- a. Offline payment. Where THE SERVICE COMPANY indicates that THE CHEF will receive offline

payments directly from the CUSTOMER, THE CHEF shall be responsible for collecting the amounts corresponding to the sale of the products and services, as well as the delivery if applicable, directly from the CUSTOMER. THE CHEF has the obligation to pay the commission to THE SERVICE COMPANY for the INTERMEDIATION SERVICES and use of the PLATFORM. THE CHEF accepts that THE SERVICE COMPANY may deduct the aforementioned commissions from the charges made to the PLATFORM by the CUSTOMER or that they may request that the corresponding deposit be made to the account provided by THE SERVICE COMPANY to THE CHEF.

- b. Online User Payments. When the PLATFORM indicates that THE CHEF will receive payments from the CUSTOMERS online, once the order has been delivered and is confirmed by the CUSTOMER, the PLATFORM will deduct from the collection received the corresponding commission and will retain the applicable taxes by depositing the difference in favor of THE CHEF in the bank account that they have provided to the PLATFORM, discounting any, coupon, discount or voucher that the CUSTOMER can enjoy. THE CHEF accepts that the PLATFORM may deposit the amounts corresponding to the sales of products and services every 15 calendar days.

If THE CHEF chooses that the delivery of the products and services are done through the PLATFORM, the following rules will apply:

- c. Offline user payments. When the PLATFORM indicates that the DELIVERY PERSON will receive payments offline, the DELIVERY PERSON is responsible for paying to THE CHEF the corresponding amounts of the products and services as well as the amount charged for the delivery of the products. THE CHEF is responsible for depositing any amount they have received through the sale of products and services as well as for the amount charged for the delivery of the products into the account provided by THE SERVICE COMPANY. Once THE SERVICE COMPANY has the money, they will make the corresponding separation of the fees and deposit to THE CHEF their part deducting the commission charged to both and taxes in accordance with current legislation. THE CHEF and the DELIVERY PERSON accept that the PLATFORM may deposit the amounts corresponding to the sales of products and services every 15 calendar days.
- d. Online User Payments. When the PLATFORM indicates that the amount corresponding to the sale of products and services are received online, they will deduct from the collection received the corresponding commission and will retain the applicable taxes by depositing the difference in favor of THE CHEF and the DELIVERY PERSON in the bank account that they have provided to the PLATFORM, discounting any, coupon, discount, or voucher that the CUSTOMER can enjoy. It is understood that THE SERVICE COMPANY will have the right to make compensations with THE CHEF and with the DELIVERY PERSON on a regular or irregular basis, for the aforementioned amount, on the basis of the settlement rules that can be updated from time to time.
- e. To avoid doubt or controversy, when THE CHEF receives cash from the DELIVERY PERSON, THE CHEF shall have the responsibility to examine whether the cash payment was made correctly. THE CHEF shall deposit to THE SERVICE COMPANY all payments made incorrectly or not successfully completed, by the CUSTOMER and/or the DELIVERY PERSON.

FIFTH, NON-COMPLIANCE. – Both PARTIES agree that when THE SERVICE COMPANY fails to comply with:

- a. The execution of the provision of the services in accordance with the scope indicated in this CONTRACT and / or
- b. Any of the obligations under your responsibility in this CONTRACT, THE CHEF may:
 - i. Demand from THE SERVICE COMPANY fulfillment of its obligations or
 - ii. Terminate this contract without any liability to THE CHEF and without the need for a prior judicial declaration, the foregoing on the understanding that, in both cases, except that both PARTIES may terminate this contract, prior written notice to the other party with 30 calendar days in advance without conventional penalty.

SIXTH. EXPENSES AND TAXES. – All expenses, duties, taxes, and contributions that this CONTRACT

initiates, in accordance with the applicable tax laws, will be borne by THE SERVICE COMPANY, except those that by Law correspond to THE CHEF.

SEVENTH. RECORDS, REVIEW AND AUDIT. – THE SERVICE COMPANY and third-parties, if any, will keep records of the services provided to THE CHEF and will keep adequate accounting records of the payments made and the destination of such payments.

EIGHTH. LABOUR RELATIONS. – THE CHEF will be solely responsible, for his workers, for the Federal Labor Law and other applicable regulations in which charges are established to employers, in accordance with the laws and regulations applicable in the matter. THE CHEF assumes full responsibility for the provision of the Services, so from this moment he grants both THE SERVICE COMPANY the broadest release settlement that in terms of law proceeds in case any claim arises against THE SERVICE COMPANY, affiliates, subsidiaries, by any of the employees, officials or any other third-party that THE CHEF may hire or subcontract for the provision of the Services. THE CHEF undertakes to remove in peace and safety, THE SERVICE COMPANY from any labor claim that there might be. Likewise, THE CHEF undertakes to indemnify THE SERVICE COMPANY and the Owner for all costs and expenses incurred in the event that any of the aforementioned claims arise.

NINTH. SECURITY, CONFIDENTIALITY AND PUBLICITY. - During the period in which this CONTRACT is in force, the PARTIES shall refrain from using for their own benefit or from disclosing to third-parties, except to comply with their obligations under this CONTRACT, PrepByChef's Privacy Policy or Terms & Condition, all information related to the operations of the other party or its subsidiary companies, its officers, directors or employees that may be considered confidential information or industrial or commercial secrets, including, but not limited to, CUSTOMER names, figures, studies, production methods and techniques, promotion and marketing policies, or any other information, documents or data related to or relating to CUSTOMERS (the "CONFIDENTIAL INFORMATION"). Such obligation of confidentiality shall survive even if this CONTRACT is terminated for any reason.

Terms of Use (also available in our Terms & Condition)

THE CHEF is solely responsible for all descriptions, images, listings, information, data, text, music, sound, graphics, video, messages, or other materials ("CONTENT") that they upload, post, or display (hereinafter referred to as "Upload") or emails or otherwise uses through the Service.

The following are examples of the type of CONTENT and/or use of the Service that is illegal or prohibited by THE SERVICE COMPANY. In addition to the foregoing, THE SERVICE COMPANY reserves the right to investigate and take appropriate legal action against any person who, in THE SERVICE COMPANY's sole discretion, violates this provision, including, without limitation, removing offensive or proprietary CONTENT from the Service, suspending, or terminating the account of such violators, and reporting it to law enforcement authorities. THE CHEF agrees not to use the Service to:

1. Sell, post, or otherwise transmit any CONTENT or information relating to any other CONTENT:
 - a. That is unlawful, harmful, threatening, abusive, harassing, aggrieving, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another person's privacy, racially, ethnically hateful, or otherwise objectionable.
 - b. That would create a risk to the privacy or security of any person.
 - c. That you have no right to sell or transmit under any law or under contractual or fiduciary relationships.
 - d. That infringes on any intellectual property or other proprietary rights of either party.
 - e. That constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and / or sales, "junk mail", "spam", "contests", "sweepstakes" or any other form of solicitation.
 - f. That contains software viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or

telecommunications equipment; or:

1. In the sole judgment of THE SERVICE COMPANY, it is objectionable or restricts or inhibits any other person from using or enjoying the Service, or that may expose THE SERVICE COMPANY or its users to any damage or liability of any kind.
2. To be made to pass for any person or entity, or falsely state or misrepresent your affiliation with a person or entity.
3. Solicit personal information of any person under the age of 18.
4. Announce or collect email addresses or other contact information from other users of the Service or the Site by electronic or other means for the purpose of sending unsolicited emails or other unsolicited communications.
5. To advertise or offer to sell or buy any products and services that are not the subject of this CONTRACT, or that are not intended to be prepared, sold, and purchased through the Service.
6. Use the name of the Service to request, make or accept a MEAL independent of the Service, to circumvent any fees that would otherwise apply to such transaction.
7. Terminate or disrupt the Service or the servers or networks connected to the Service, or disobey any requirements, procedures, policy, or regulations of the networks connected to the Service.
8. Enforce any applicable local, state, national or international law, or any regulation having the force of law.
9. Participate in any activity that violates the Federal Law of Consumer Protection.
10. Participate or promote any criminal activity or enterprise or provide instructive information about illegal activities.
11. Attempt to access or otherwise obtain any material or information through any means not intentionally available or intended for this medium.

All users declare and guarantee that:

- You are at least the legally required age in the jurisdiction in which you reside and are able to enter into binding contracts.
- You have the right, authority, and ability to enter into this CONTRACT and comply with the terms and conditions.
- You have read, understood, and agree to be bound by the PLATFORM's Terms and Conditions and the Privacy Policy agreements.
- You will respect the privacy (including, but not limited to, private, family and family life) and data protection rights of users with whom you communicate through the PLATFORM.
- You will fulfill the commitments that you make to other users, communicate in a clear and respectful manner, provide, or agree to perform the service at the agreed time and will only use the external payment service provider specified or approved by the Company to make or receive payments through the PLATFORM.
- Act professionally and responsibly in your interactions with other users.
- You will use your real name or business name in your profile.
- By using or accessing PLATFORM, you will act in accordance with all applicable local, state, and federal laws and regulations in good faith.
- You are not motivated or interested in using THE SERVICE COMPANY's service or PLATFORM for any journalistic, academic, investigative, or illegal purpose.

THE CHEF declares and guarantees that:

- By selling through the PLATFORM, you are operating as a natural person, sole proprietorship, partnership, limited liability company, limited partnership, corporation, or other independent business entity.
- THE CHEF has the unrestricted right to earn income in the jurisdiction in which he will sell the products and provide the services.

- If you sell food in a jurisdiction that requires you to have a tax license(s) and/or registration," you have the required license(s) or tax registration(s).
- THE CHEF is responsible for identifying and obtaining any required licenses, permits or registrations before selling food through the PLATFORM.
- You have any and all insurance necessary to operate your business and sell food through the PLATFORM.
- You will use your real name or business name.
- You will honor your commitments to other users on the PLATFORM, including by fulfilling high-quality product orders on time as agreed upon with your CUSTOMERS.
- You will only sell food safely and in accordance with all applicable laws.
- For each item you sell, you will disclose any and all ingredients to your CUSTOMERS when asked or when legally mandated to.
- You will only cook food in a place where the law allows you to cook food.
- THE CHEF agrees that we may (but are not obligated to) obtain information about you, including your criminal record, and agree to provide any other authorization necessary to facilitate our access to such records during the term of the CONTRACT.
- You will pay all applicable federal, state, and local taxes based on the proceeds from your sale of products and services (please note that the PLATFORM will collect and remit taxes on the sale of food where applicable).

In addition to the above conduct restrictions, to the extent that you are a Seller (THE CHEF), you guarantee that your use of the Services to market, advertise and sell food does not violate any applicable laws or regulations.

- THE CHEF declares and guarantees that they prepare and provide all MEALS to CUSTOMERS using a qualified and appropriate FOOD FACILITY.
- THE CHEF keeps up-to-date standard operating procedures in food preparation procedures that include the following:
 - The procedures and methods proposed for the preparation and handling of food.
 - The procedures, methods and schedules for cleaning utensils, equipment, and waste disposal.
 - Ensuring food is kept at the required retention temperatures, pending collection by CUSTOMERS or during delivery.
 - That anyone who delivers MEALS by motor vehicle on behalf of your operation has a valid and current driver's license.
 - The MEALS are prepared, cooked, and served to CUSTOMERS that are safe to consume at the time of delivery.

THE SERVICE COMPANY is not responsible for the accuracy of the information and labeling of MEALS delivered to the CUSTOMER. CUSTOMERS should be warned that MEALS can be prepared on-site using the same equipment used to prepare MEALS containing other allergens, even if the allergen is marked as absent from the meal. THE SERVICE COMPANY shall not be liable for any illness, health problem or other damages that may result from any order or consumption of any Meal and related items purchased through the Service.

THE SERVICE COMPANY does not maintain insurance for liabilities that may arise from your use of the Service as a CHEF. THE SERVICE COMPANY recommends that you obtain adequate insurance to cover the operation of your food facility and the preparation and delivery of MEALS. Carefully review any respective insurance policy and, in particular, ensure that you are familiar with and understand any exclusions and any deductibles that such insurance policy may request, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of CUSTOMERS or any third-party services.

CUSTOMER review (not related to THE CHEF)

To the extent that you are the CUSTOMER, THE SERVICE COMPANY may allow you to upload

CONTENT and leave comments about your purchase of MEALS. THE SERVICE COMPANY may accept, reject, or remove reviews and any associated CONTENT in its sole discretion. THE SERVICE COMPANY has absolutely no obligation to filter or remove reviews or associated CONTENT, even if someone deems the reviews to be objectionable or inaccurate. Those CUSTOMERS who post reviews must meet the following criteria:

1. Reviewers should have first-hand experience with the person/entity being reviewed.
2. Reviews must not contain offensive language, profanity or abusive, racist, or hateful language; discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; or references to illegal activities.
3. Reviewers should not be affiliated with competitors if they post negative reviews.
4. Reviewers should not draw any conclusions about the legality of the conduct; and
5. Reviewers may not post false statements or organize a campaign encouraging others to post reviews, whether positive or negative. Reviews are not endorsed by the Services Company, and do not represent the views of THE SERVICE COMPANY or any affiliate or partner of the Services Company. Given the foregoing, THE SERVICE COMPANY assumes no responsibility for any review or for any claim, liability or loss resulting from any revision. Any review you post will be considered User CONTENT (as defined below):
 - a. THE SERVICE COMPANY is not affiliated with or endorsed by THE CHEF or other meal preparation service available through the Service.
 - b. Beyond its capability as a marketplace and technology PLATFORM, THE SERVICE COMPANY is not a party to or involved in any transaction between CHEF and CUSTOMERS, and does not act as a CUSTOMER, CHEF (or affiliate for a CHEF or Seller) or broker with respect to any transaction. There are risks that THE CHEF assumes when dealing with other users (including those who may be acting under pretexts), and all such risks are assumed by THE CHEF and not by THE SERVICE COMPANY. We encourage you to use the various functionalities of the Service (e.g., seller profiles, meal options, and user reviews) to help evaluate the user you are dealing with.
 - c. THE CHEF as an Independent Business Owner/Independent CONTRACTor: users of the Service acting in the capacity of a CHEF do so in a personal capacity as an independent person and independent contractor and seller of products and not as an employee of THE SERVICE COMPANY.

THE CHEF agrees that:

1. THE CHEF is the owner of an independent business and not an employee of THE SERVICE COMPANY.
2. THE CHEF will be solely responsible for determining the means and form of the work done to create the products he sells through the PLATFORM.
3. These Terms of Service do not create a partnership, joint venture, partnership, franchise or employer/employee relationship between THE CHEF and THE SERVICE COMPANY, or THE CHEF and a CUSTOMER.
4. You will not represent yourself as an employee or agent of THE SERVICE COMPANY to any CUSTOMER.
5. You will not be entitled to any of the benefits that THE SERVICE COMPANY may make available to its employees, such as vacation pay, sick leave, and insurance programs, including group health insurance or retirement benefits.
6. THE CHEF is not eligible to recover taxpayer compensation benefits in the event of injury. As CHEF, you will not hire a CUSTOMER in any way that may jeopardize your status as an independent company.

THE SERVICE COMPANY does not control the behavior of users of the service, or the information or CONTENT provided by other users. As a result, THE SERVICE COMPANY does not declare or endorse the legality, authenticity, quality, or safety of the MEALS offered or sold, the veracity or accuracy of the

advertisements, or the ability of THE CHEF to sell MEALS or of CUSTOMERS to purchase MEALS. THE SERVICE COMPANY cannot guarantee that all transactions will be completed. Additionally, THE SERVICE COMPANY does not guarantee the ability or intention of users to fulfill their obligations in any transaction. THE SERVICE COMPANY reserves the right to delay the completion of any transaction for a reasonable period of time for the purpose of detecting fraud, illegal or unlawful activities or other violations of these Terms of Service.

Special Notice for International Use; Export Controls: The software available in connection with the Applicable Service and data transmission, if applicable, is subject to United States export controls. No Software may be downloaded from the Service or exported or re-exported in any other manner in violation of the export laws of the United States. Downloading or using the Software is at your own risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including with respect to online conduct and acceptable CONTENT.

Commercial Use: Unless expressly authorized otherwise herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for commercial purposes, any part of the Service, use of the Service or access to the Service.

Fees: Registration of the Service is free; however, THE SERVICE COMPANY charges certain fees for various transactions made through the Service, as set forth in the fee policy located at <https://prepbychef.com/mexico-fee-policy> (the "Fee Policy"). Unless otherwise stated, all rates are quoted in Mexican pesos.

Taxes; Payments and shipping costs are the responsibility of the CUSTOMER:

CUSTOMERS are responsible for paying the applicable purchase price of a meal, as well as any delivery costs and payment of applicable taxes associated with that purchase. Taxes are included in the price listed by THE CHEF through the Service and will be shown to CUSTOMERS prior to confirmation of any purchase.

MEALS purchased and delivered to CUSTOMERS at locations in the Mexican Republic may be subject to income tax or applicable state or local tax in the food service and third-party brokerage industry. The amount of tax is based on several factors, including but not limited to the specific designated delivery address and/or the location of THE CHEF.

THE CHEF is responsible for paying THE SERVICE COMPANY the commission set forth in the Fee Policy, as well as their own taxes or as measured by the net income, net profits, revenues, profits and/or revenues associated with the sale of any Meal through the Service.

Promotions; Credits:

THE SERVICE COMPANY may from time to time offer users certain promotions, incentives, or credits ("Promotions") for the purchase of MEALS and/or fees associated with the use of the PLATFORM, and users may use such Promotions in accordance with its terms. Depending on the type of Promotion used, you may reduce the amount of taxes that are applied to a CUSTOMER order. The application of the Promotion will be reflected at the time of completion of the order and on the purchase receipt. Promotions are personal to the User to which they are sent and may not be shared or redeemed with anyone else unless explicitly permitted by the terms of such Promotion. THE CHEF may also offer Promotions to their CUSTOMERS through the PLATFORM and are solely responsible for any costs associated with redeeming that Promotion.

Identity Verification; Other security controls:

In some places, the sale and delivery of alcohol may be permitted through the PLATFORM. In such jurisdictions, THE CHEF must have a valid liquor license that allows the sale of cocktails for delivery, and it is the responsibility of THE CHEF and any DELIVERY PERSON to verify identification and age and

determine whether it is safe and appropriate to provide alcohol to the CUSTOMER. They may require a valid form of photo ID with date of birth and a signed acknowledgment of receipt confirming acceptance at the time of pickup or delivery. If they cannot verify a CUSTOMER's age or identity, or if a CUSTOMER appears intoxicated, or if the situation is unsafe or inappropriate (for example, the CUSTOMER is 25 years old, but appears to be in the company of an 18 years old), they may refuse to supply alcohol to the CUSTOMER. Alcohol cannot be left unattended (contactless delivery is not available for alcohol orders): someone 18 years of age or older must be present to accept and sign it. If THE CHEF is unable to deliver the product for this or a similar reason, THE CHEF and THE SERVICE COMPANY may still charge the CUSTOMER for the order. If THE CHEF or THE SERVICE COMPANY believes that the order is fraudulent or illegal, THE SERVICE COMPANY may suspend the CUSTOMER's use of the PLATFORM.

THE SERVICE COMPANY offers Software applications that may be available through the Apple App Store, Android Marketplace, or other distribution channels ("Distribution Channels"). If you obtain such Software through a Distribution Channel, you may be subject to additional Distribution Channel terms. These Terms of Service are only between you and us, and not with the Distribution Channel. To the extent you use any other third-party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third-party products and services.

TENTH. RESPONSIBILITY OF THE SERVICE COMPANY. - THE SERVICE COMPANY undertakes to provide its technical knowledge, professional experience and the human and technical resources that are necessary for the proper provision of the Services.

THE SERVICE COMPANY assumes full responsibility for the provision of the Services object of this CONTRACT, the foregoing, in accordance with the scope, specifications, terms and conditions established in this CONTRACT.

In this sense, THE SERVICE COMPANY assumes the responsibility of any consequences resulting from a breach of its obligations under this CONTRACT, removing THE CHEF from liability with respect to any claim, demand, responsibility, fine, actions, procedures, orders, decrees, sentences of any nature by part, or in favor, of any person, and against and with respect to any costs, damages, losses and expenses, including attorneys' fees, resulting from or relating to loss of life, personal injury, environmental damage or material damage arising directly or indirectly from such breach, as well as indemnify THE CHEF in the event of any damage or claim caused to him by the breach in question of this CONTRACT, must prove the direct causal relationship between the breach in question and the damage and / or claim generated.

ELEVENTH. SUCCESSORS, ASSIGNMENT OF RIGHTS. – This CONTRACT will take full effect between the PARTIES and between their respective successors and assigns. THE SERVICE COMPANY may not assign its rights and obligations under this CONTRACT, in whole or in part, without the prior written approval of THE CHEF, in which case THE SERVICE COMPANY shall be jointly and severally liable to its respective assignee. THE CHEF may assign its rights and obligations under this CONTRACT, in whole or in part, without the prior written approval of THE SERVICE COMPANY, in any case, THE CHEF will only notify THE SERVICE COMPANY of the assignment made.

TWELFTH. COMPLIANCE WITH LAWS. – THE SERVICE COMPANY undertakes to comply in the provision of the Services with all laws applicable to the nature of the Services object of this CONTRACT.

In addition to the Legal Requirements, THE CHEF and the Services Company recognize and agree to the dissemination and application of sound corporate and anti-corruption practices within their respective organizations and with respect to persons and entities with whom they relate in the conduct of their business and the fulfillment of their commitments and contracts, in order to prevent, and reject illicit conduct, including the commission of crimes, such as influence peddling, bribery or embezzlement, which is sanctioned by the Federal Criminal Code in Mexico, in accordance with the Convention to Combat bribery of Foreign Public Services in International Commercial Transactions, to which Mexico is a party.

THIRTEENTH. EARLY TERMINATION. - THE SERVICE COMPANY may terminate this CONTRACT in advance when it detects, in addition to the causes mentioned above, those that are considered serious or that affect the interests of THE SERVICE COMPANY or the Clients, all this without any responsibility for THE SERVICE COMPANY and unilaterally notifying THE CHEF at all times. On the other hand, THE CHEF may terminate this CONTRACT without liability and unilaterally upon notification to THE SERVICE COMPANY at least 30 (thirty) calendar days prior to the desired date of termination.

FOURTEENTH. NOTIFICATIONS, ADDRESSES. - All notices and notifications that are required in terms of this CONTRACT must be:

- In writing and sent by registered mail, with previously paid postage, with acknowledgment of receipt, or sent by courier service; or
- Delivered personally to a representative of the receiving party; or
- By notification made by Fedatario Público or the competent judicial authority; or
- By email to the default email of THE CHEF or to custsupport@prepbychef.com for THE SERVICE COMPANY.

All these communications must be addressed to the party to whom the notification or notice is intended, by sending or delivering them to the addresses mentioned above.

1. If they are actually delivered; or
2. The first business day following that on which they are deposited with a courier service, in each case addressed to the recipient's address. Likewise, all notices and communications delivered personally or through Fedatario Público or by the competent judicial authority, will be considered given when they are actually received by or on behalf of THE CHEF or THE SERVICE COMPANY as the case may be. The PARTIES may designate a new address by notifying the other party by prior written notice at least ten (10) calendar days prior to the change of address; or
3. The first business day following when an email is sent.

FIFTEENTH. INTEGRAL POINTS. – No Waiver. The PARTIES agree that no failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted hereunder must be in writing and shall be valid only in the specific instance in which it is given.

Separability. In the event that any provision of this CONTRACT is held to be unlawful or in conflict with any applicable law, the validity of the remaining provisions shall not be affected by it.

Integrity. This CONTRACT constitutes the sole and total agreement between the PARTIES with the relationship to the object of this CONTRACT, so both PARTIES agree to leave without legal effect any other verbal or written agreement that they have entered into prior to this CONTRACT.

Modifications. No modification or waiver of the provisions of this CONTRACT shall be valid unless it is in writing and signed by the party against whom it intends to become enforceable.

Relation. This CONTRACT is not intended to constitute, nor are any of its clauses and provisions intended to constitute, a relationship of the principal or representative, employer or employee, investor or partner between THE SERVICE COMPANY and THE CHEF. Neither party shall have the power to represent or bind the other party in any way and each party shall be solely responsible for its own acts.

Nullity. In the event that any of the Clauses of this CONTRACT is declared null, invalid or not put, the PARTIES agree that said event will not affect the rest of the clauses of the same, which will remain in full force; likewise, in the event that any of the penalties agreed in this contract is declared null, invalid or not put, the PARTIES expressly agree that in substitution of said penalty the maximum penalty allowed by the

applicable legislation will be applied.

Interpretation. THE CHEF and THE SERVICE COMPANY (collectively, the PARTIES) agree that the cover of this CONTRACT forms an integral part thereof and that the capitalized terms included in this CONTRACT shall have the meaning attributed to them therein. The definition of each term is adjacent to the term highlighted in capital letters. Definitions of capitalized terms shall apply in either singular or plural terms.

Force majeure. The PARTIES hereof shall enjoy an additional period of time for the performance of their obligations in the event that an event of force majeure prevents them from the timely performance of their obligations. The additional period for the fulfillment of its obligations will be equal to the duration of the force majeure event but will not exceed 30 (thirty) days. Force majeure shall be understood as those events caused by circumstances beyond the control of the party responsible for the obligation that make it reasonably impossible to perform the obligation borne by that party.

SIXTEENTH. APPLICABLE LAWS, COURTS. - This CONTRACT shall be concluded, interpreted, and executed in accordance with the laws of Mexico. For everything related to the interpretation, execution or fulfillment of this CONTRACT, THE CHEF and THE SERVICE COMPANY agree to submit to the competent courts of Mexico City. THE CLIENT and THE SERVICE COMPANY irrevocably submit to such laws and the exclusive jurisdiction of such courts and waive any claim that may constitute such courts as incompetent.

SEVENTEENTH. - RESPONSIBILITIES OF THE PARTIES. - The consent of THE CHEF will not be necessary for the communication or transfer of personal data to third-parties in the cases provided for in article 37 of the FEDERAL LAW ON PROTECTION OF PERSONAL DATA HELD BY INDIVIDUALS. THE SERVICE COMPANY will be personally liable for the infractions, sanctions and fines that may be incurred, which are regulated by articles 63, 64, 65, 66 AND 67 of THE FEDERAL LAW ON PROTECTION OF PERSONAL DATA IN POSSESSION OF INDIVIDUALS.

THE SERVICE COMPANY guarantees the access and processing of the personal data necessary for the correct provision of the service object established in this CONTRACT. Likewise, THE SERVICE COMPANY guarantees the implementation of each and every one of the security measures established in THE FEDERAL LAW ON PROTECTION OF PERSONAL DATA IN POSSESSION OF INDIVIDUALS.

SECOND: OBLIGATIONS OF THE SERVICE COMPANY:

- a. To treat personal data with the utmost caution in order to guarantee its confidentiality and integrity, adopting the necessary technical and organizational measures with regard to custody, storage, and conservation in order to avoid its alteration, loss, treatment, or unauthorized access.
- b. Adopt the necessary measures for the fulfillment of the obligations ordered by THE FEDERAL LAW ON PROTECTION OF PERSONAL DATA IN POSSESSION OF INDIVIDUALS
- c. You may transfer all or part of the information owned by THE CHEF, communicating the privacy notice of the information and the purposes to which the owner subjects its treatment, as well as adding a clause in which the third-party recipient accepts the obligations agreed in this contract.
- d. Keep strict secrecy regarding the personal data to which you have access, as well as not use them for purposes other than those stipulated in this contract.
- e. When the personal data are no longer necessary for the fulfillment of the purposes provided for in this agreement, they must be removed.

EIGHTEENTH. - CONFIDENTIALITY: THE SERVICE COMPANY undertakes to keep confidentiality regarding the processing of personal data of THE CHEF even after the end of this confidentiality agreement. The consent of THE CHEF will not be considered necessary for the processing of personal data provided for in article 10 of THE FEDERAL LAW ON PROTECTION OF PERSONAL DATA HELD BY INDIVIDUALS

Signature sheet of the contract for the provision of Intermediation services, which celebrate, on the one hand, RICHARD SELIGSTEINEZ (THE CHEF) and on the other hand the Prep By Chef (THE SERVICE COMPANY) indicated in point I of the contract.

Place and Date:	This CONTRACT is signed, in the city of Tultitlán de Mariano Escobedo , on 2021-11-12 09:56:29
<div>THE CHEF</div> <div>RICHARD SELIGSTEINEZ</div> <div>Name and Signature</div>	
<div>THE SERVICE COMPANY</div> <div>SRITA ANA CRISTINA RAMIREZ CANTORIO</div> <div>Signature</div>	
Name:	MAKEM INDUSTRIES TECH MEXICO
Representative:	SRITA ANA CRISTINA RAMIREZ CANTORIO