

VENDOR AGREEMENT

Vegiffyy - Pure Vegetarian Food Delivery Platform

JAINITY EATS INDIA PRIVATE LIMITED

781 SADAR BAZAR BOLARUM SECUNDERABAD TELANGANA 500010

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RESTAURANT PARTNER AGREEMENT

This Restaurant Partner Agreement (hereinafter "Agreement") is hereby entered into as of this the [.] day of [.] 201[.] ("Effective Date")

BY AND BETWEEN

JAINITY EATS INDIA PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 2013, having its principal place of business at [.] AND

....., a restaurant duly owned and operated by, having its principal place of business at, be [.]
The Company and Restaurant Partner are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

WHEREAS, Vegiffyy is a technology-driven platform engaged in operating an online marketplace and mobile application through which it provides Restaurant Services to its Customers;
WHEREAS, The Restaurant Partner is lawfully engaged in the business of preparing and selling vegetarian food and beverages;
WHEREAS, Vegiffyy agrees to provide the Restaurant Partner with access to its Platform and related Services, including access to its Customer base;
WHEREAS, The Restaurant Partner agrees to comply with all applicable laws, including food safety, taxation, consumer protection, and other relevant regulations;
WHEREAS, The Parties intend that this Agreement constitutes a principal-to-principal contractual arrangement, and nothing herein shall be construed as an agency relationship;
NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

1. **"Agreement"** means this Restaurant Partner Agreement, together with the Form, schedules, annexures, policies, and any other documents forming part of the Agreement.
2. **"Applicable Law"** means all central, state, and local laws, statutes, ordinances, rules, regulations, notifications, and orders.
3. **"App" or "Platform"** means the Vegiffyy mobile application, website, web dashboard, APIs, and any other digital tools.
4. **"Content"** means all information, data, text, images, logos, trademarks, menus, food photographs, descriptions, and other materials.
5. **"Customer"** means any end user who accesses the Platform and places an Order for Restaurant Services.
6. **"Customer Data"** means all personal and transactional information relating to a Customer, including name, contact details, and order history.
7. **"Restaurant Partner"** means any individual, sole proprietorship, partnership, limited liability partnership, or company.
8. **"Execution Date"** means the date on which this Agreement is executed by the Parties, as specified in the Form.
9. **"Order"** means a request placed by a Customer through the Platform for the purchase of Restaurant Services from the Restaurant Partner.
10. **"Order Value"** means the total amount payable by the Customer for an Order, inclusive of food and beverage prices, taxes, and delivery charges.
11. **"Payment Mechanism Fee"** means the fee charged by Vegiffyy to the Restaurant Partner for facilitating electronic payments.
12. **"Problem Order"** means an Order in respect of which a refund, cancellation, or customer complaint arises due to any reason.
13. **"Restaurant"** means the physical premises from which the Restaurant Partner prepares and supplies vegetarian food and beverages.

14. "Restaurant Partner" means the individual, proprietorship, partnership, LLP, or company that has executed this Agreement.
15. "Restaurant Services" means the preparation and sale of vegetarian food and beverage items by the Restaurant Partner through the Platform.
16. "Service Fee" means the commission or fee payable by the Restaurant Partner to Vegiffyy for use of the Platform.
17. "Services" means the services provided by Vegiffyy under this Agreement, including Platform access, order facilitation, and delivery.
18. "Vegiffyy or Company" means Vegiffyy and its present or future holding companies, subsidiaries, affiliates, successors, and assigns.
19. "Vegetarian Food" means food and beverage items that do not contain meat, fish, poultry, eggs, or any animal products.

1. SCOPE OF WORK

- a. Vegiffyy shall provide the Restaurant Partner with access to the Vegiffyy Platform for the purpose of listing the Restaurant Partner's menu and price list on the Platform.
- b. Vegiffyy shall facilitate the placement and transmission of Orders from Customers to the Restaurant Partner through the Platform.
- c. Vegiffyy shall enable Customers to make payments for Orders through permitted payment mechanisms, including cash-on-delivery, credit/debit cards, and digital wallets.
- d. Vegiffyy shall provide the Restaurant Partner with access to technological tools, including the App, web dashboard, API, and reporting tools.
- e. Vegiffyy shall act as a facilitation point for receiving Customer complaints relating to the Platform, payment processing, and delivery.
- f. Vegiffyy shall facilitate statutory compliance relating to invoicing, tax collection (where applicable under law), reporting, and other legal requirements.
- g. The Parties expressly agree that the scope of work under this Agreement is on a principal-to-principal basis. Nothing in this Agreement shall be construed to create an agency relationship between the Parties.

2. OBLIGATIONS OF VEGIFFYY

- a. Vegiffyy shall
 - i. list the Restaurant Partner's menu and price list on the Platform; and
 - ii. transfer to the Restaurant Partner the amounts received from the Customers in accordance with the agreed terms set out in the Agreement.
- b. Vegiffyy shall display on the Platform, on a best-effort basis, all necessary information provided by the Restaurant Partner.
- c. Vegiffyy reserves the right to temporarily restrict or deactivate the Restaurant Partner's Food Ordering and Delivery Services if the Restaurant Partner is found to be non-compliant with the Agreement.
- d. Vegiffyy shall redress the complaints of Customers and the Restaurant Partner in respect of the functioning of the Platform.
- e. For the avoidance of doubt, it is hereby expressly clarified that Vegiffyy is only responsible for providing a Platform to the Restaurant Partner.
- f. Vegiffyy may suspend the Restaurant Partner's account if the Restaurant Partner is found to be non-compliant with the Agreement.

3. OBLIGATIONS OF THE RESTAURANT PARTNER

- a. The Restaurant Partner shall not discriminate while servicing Orders received from Customers ordering via the App. The Restaurant Partner shall ensure that all Customers are treated equally and fairly.
- b. The Restaurant Partner shall respect the dignity and diversity of Delivery Partners and accordingly shall not discriminate on the basis of gender, caste, race, religion, or any other grounds.
- c. The Restaurant Partner shall ensure that all mandatory information pertaining to taxes, levies, and charges applicable on the food and beverage items is displayed on the Platform.
- d. The Restaurant Partner shall ensure that the information provided to Vegiffyy is current and accurate, including but not limited to the menu, price list, and contact details.
- e. The Restaurant Partner shall confirm to Vegiffyy its menu item categorisation between Restaurant Services and supply chain.
- f. The Restaurant Partner shall ensure that it is the sole author/owner of, or otherwise controls, all content/material including text, images, and other intellectual property rights.
- g. The Restaurant Partner shall process and execute the Order(s) promptly.
- h. The Restaurant Partner shall be obligated to turn off the "Accepting Delivery" feature on its food ordering mechanism when it is not ready to accept orders.
- i. The Restaurant Partner acknowledges and agrees that, in the event the Customer's experience with the Restaurant Partner is poor, the Customer may leave a negative review on the Platform.
- j. The Restaurant Partner shall inform Vegiffyy about any change or modification made to an Order by a Customer directly through the Platform.
- k. The Restaurant Partner hereby agrees that if it accepts an Order cancellation request raised by a Customer via the App, it shall not charge any cancellation fee to the Customer.
- l. The Restaurant Partner shall retain proof of delivery for a period of 180 (one hundred and eighty) days from the date of delivery.
- m. The Restaurant Partner warrants that the food and beverages provided to Customers are
 - i. of high quality and fit for human consumption; compliant with the Food Safety and Standards Act, 2006, and the rules, regulations, and standards issued thereunder;
 - ii. licenced, standards, and guidelines issued thereunder;
 - iii. and compliant with all other applicable Indian laws, including food industry regulations.
- n. The Restaurant Partner shall contact the Customer if an Order cannot be processed as requested or to clarify Order details.

- o. The Restaurant Partner shall promptly redress Customer complaints referred by Vegiffyy relating to:
 - i. quality, quantity, and/or taste of vegetarian food and beverages; delivery of Orders where delivery is undertaken by the Partner;
 - ii. and failure to comply with special requests or instructions clearly communicated by the Customer at the time of placing the Order.
- p. The Restaurant Partner shall remove any and all menu items that are unavailable.
- q. For avoidance of doubt, Vegiffyy shall not be responsible or liable to Customers for:
 - i. quality of the Restaurant Services advertised on the Platform;
 - ii. processing of Orders;
 - iii. misconduct or illegal activity of Delivery Partners.
- r. The Restaurant Partner shall ensure that Orders are in accordance with the Customer's Order and appropriately packed.
- s. The Restaurant Partner shall:
 - i. make timely payment of statutory dues; and
 - ii. maintain adequate insurance.
- t. While making deliveries, the Restaurant Partner shall not commingle Orders placed through the Platform with Orders received from other sources.
- u. The Restaurant Partner shall expeditiously address and resolve all Customer complaints received by Vegiffyy within time.
- v. The Restaurant Partner acknowledges and agrees that it shall furnish PAN, TAN, GSTIN, FSSAI licence, registration certificate, and other documents as required by law.
- w. The Restaurant Partner shall comply with applicable laws banning single-use plastic and ensure that neither single-use plastic nor single-use metal is used for packaging of food and beverages.
- x. The Restaurant Partner shall ensure that Orders are ready when the Delivery Partner arrives. Failure to hand over Orders to the Delivery Partner shall be a breach of this Agreement.
- y. The Restaurant Partner shall not independently contact Customers to demand payment exceeding the amount agreed on the Platform.
- z. Except as required for fulfilment of Orders, the Restaurant Partner shall not use Customer data for sending unsolicited messages or for any other purpose.
- aa. The Restaurant Partner shall not engage in fraudulent activities or misuse benefits extended by Vegiffyy to Customers.
- bb. The Restaurant Partner shall not charge delivery fees or payment mechanism fees to Customers where the Restaurant Partner is a member of Vegiffyy.
- cc. The Restaurant Partner shall protect and maintain Customer experience on the Platform by accurately displaying Restaurant details, menu items, and prices.
- dd. The Restaurant Partner shall not charge Customers for anything other than food, beverages, and packaging charges.
- ee. The Restaurant Partner acknowledges that having similar item names and images across multiple Restaurant listings on the Platform may cause confusion to Customers.
- ff. In the event any Restaurant listings are found to be in violation of this Clause jj, Vegiffyy shall notify the Restaurant Partner to rectify the same.

4. RESTAURANT PARTNER MENU AND PRICE LIST

- a. Vegiffyy shall display on the Platform the menu and price list of all its Restaurant Partners. The Restaurant Partner agrees to:
 - i. keeps such information true, accurate, and updated at all times;
 - ii. complies with Vegiffyy's internal terms and conditions of use in this regard; and
 - iii. intimates Vegiffyy of such changes.
- b. The Restaurant Partner shall provide Vegiffyy with a separate list of all Pre-Packaged Goods forming part of the Restaurant Partner's menu.
- c. The Restaurant Partner shall ensure that the Pre-Packaged Goods listed on the Platform have a remaining shelf life of at least 7 days.
- d. The Restaurant Partner shall, at all times, maintain prices for all products offered to Customers through the Platform that are not less than the maximum retail price ("MRP") for such products.
- e. Where the Restaurant Partner creates special portion sizes for the Platform, as compared to portion sizes offered through other channels, the Restaurant Partner shall ensure that such special portion sizes are clearly marked as such on the Platform.
- f. In the event the Restaurant Partner fails to maintain pricing in accordance with Clauses d and e above, Vegiffyy reserves the right to take such actions as it deems fit.
- g. The Restaurant Partner shall not charge any amount in excess of the maximum retail price ("MRP") for food and beverages.
- h. The Restaurant Partner acknowledges and agrees that Vegiffyy shall use its best endeavours to prevent misuse of the Platform.
- i. The App may be modified or updated from time to time, without prior notice, to reflect any such changes.

5. PAYMENTS MECHANISM

- a. The Restaurant Partner acknowledges and agrees that the Platform shall provide the following payment mechanisms to Customers:
 - i. Cash on delivery;
 - ii. Electronic payment mechanisms; and

- iii. Redemption of vouchers and/or discount coupons (if any) approved by Vegiffyy.
- b. The Restaurant Partner acknowledges and agrees that Vegiffyy shall provide the Restaurant Partner with a monthly invoice.
- c. All invoices shall be sent to the Restaurant Partner by email. Such invoices shall be issued from the respective registered office of Vegiffyy.
- d. The Restaurant Partner acknowledges and agrees that all amounts payable to Vegiffyy under this Agreement shall be paid to Vegiffyy within the time specified in the invoice.

6. OBLIGATIONS OF PARTIES IN CASE OF ONLINE PAYMENT ORDERS

- a. The Restaurant Partner shall comply with all of the following requirements upon receipt of an online payment Order:
 - i. ensure that no additional payment is collected from the Customer (including, without limitation, cash payments) where the Restaurant Partner is required to collect payment from the Customer;
 - ii. comply with all special instructions contained on the Order receipt or as communicated by the Service Operator.
- b. Where the Restaurant Partner has failed to comply with delivery instructions (as set out in the Order receipt) or has supplied an incorrect item, the Restaurant Partner shall be liable to the Customer for the cost of the item(s) supplied.
- c. The Restaurant Partner shall disclose all relevant details pertaining to Problem Order(s) to Vegiffyy, as and when required.
- d. Vegiffyy shall promptly communicate with its bank upon becoming aware of any fraud committed by a Customer.

7. PAYMENT SETTLEMENT PROCESS

- a. The Restaurant Partner acknowledges and agrees that any Order Value collected by Vegiffyy for and on behalf of the Restaurant Partner shall be paid to Vegiffyy within the time specified in the invoice.
 - i. Service Fee (for cash-on-delivery Orders and online paid Orders);
 - ii. Payment Mechanism Fee payable by the Restaurant Partner;
 - iii. taxes collected by Vegiffyy in case of Restaurant Services provided by the Restaurant Partner through the App; and
 - iv. any other amounts payable to Vegiffyy under the Form or for other services availed by the Restaurant Partner from Vegiffyy.
- b. The Parties acknowledge and agree that after deduction of the aforesaid amounts, Vegiffyy shall remit the Order Value to the Restaurant Partner within the time specified in the invoice.
- c. Notwithstanding anything contained in this Agreement, the Restaurant Partner hereby irrevocably authorises Vegiffyy to debit the Restaurant Partner's bank account for the amounts payable to Vegiffyy.

8. CHARGES

- a. In consideration of the Services offered by Vegiffyy to the Restaurant Partner, the Restaurant Partner undertakes to pay the charges specified in the invoice to Vegiffyy within the time specified in the invoice.
- b. The Restaurant Partner acknowledges and agrees that where Vegiffyy extends additional support services to the Restaurant Partner, the Restaurant Partner shall be liable to pay the charges specified in the invoice to Vegiffyy.
- c. For the purpose of this Agreement,
 - i. Orders requiring support: Orders where support teams extend additional support to mitigate Customer escalations, including but not limited to, orders requiring support from the Service Operator.
 - ii. Restaurant Partner rejected Orders: Orders that are not accepted (whether due to rejection or inaction resulting in time-out).
 - iii. From time to time, Vegiffyy may revise the fees for the Services, including, without limitation, the Service Fee rates, Payment Mechanism Fee, and any other amounts payable to Vegiffyy.

9. TAXES

- a. The Restaurant Partner shall be solely responsible for the computation, collection, payment, filing, and compliance of all taxes applicable to the Restaurant Partner's business.
- b. Where applicable under law, Vegiffyy may collect certain taxes from Customers on behalf of the Restaurant Partner. Any such taxes collected by Vegiffyy shall be remitted to the Restaurant Partner within the time specified in the invoice.
- c. In accordance with Section 9(5) of the Central Goods and Services Tax Act, 2017, Vegiffyy shall collect and deposit applicable taxes on behalf of the Restaurant Partner.
- d. The Restaurant Partner shall be solely responsible for verifying tax amounts, filing all applicable tax returns, reconciling the tax amounts, and paying the taxes to the relevant tax authorities.
- e. Vegiffyy shall collect Tax Collected at Source ("TCS") on applicable transactions at the rates prescribed under GST laws.
- f. Vegiffyy shall deduct Tax Deducted at Source ("TDS") under Section 194-O of the Income Tax Act, 1961 on eligible amounts.
- g. Vegiffyy shall not be liable for any tax liability arising due to the Restaurant Partner's failure to comply with Applicable Laws.
- h. Any discrepancy identified by the Restaurant Partner in tax deductions or collections shall be notified to Vegiffyy within the time specified in the invoice.

10. CONFIDENTIALITY

- a. Other than for the provision of Service(s) by Vegiffyy, Vegiffyy shall not share any information of the Restaurant Partner with any third party.
- b. Other than for the purpose of availing Service(s) from Vegiffyy, the Restaurant Partner shall not disclose any confidential information to any third party.
- c. The obligations under this Clause shall not apply to the extent that the Delivery Partner is required to disclose Confidential Information to the Customer.

- i. pursuant to any mandatory requirement of Applicable Law, regulation, or order of a competent court or governmental authority;
- ii. with the prior written consent or express authorisation of Vegiffyy; or
- iii. to professional advisors (including legal or tax advisors), provided that such advisors are bound by confidentiality obligations;
- iv. The confidentiality obligations under this Clause shall not apply to any information that is or becomes publicly available through no fault of Vegiffyy;
- d. The obligations under this Clause shall survive the termination or expiry of this Agreement for any reason whatsoever.

11. WARRANTY AND INDEMNITY

- a. The Restaurant Partner warrants that in the event it ceases to carry on business, closes operations for a material period, or ceases to operate in the territory, it shall ensure that the Services remain available to Customers.
- b. The Restaurant Partner warrants that it shall not offer for sale any potentially hazardous food, alcoholic beverages, tobacco, or any other products that may be harmful to health.
- c. Vegiffyy warrants that it shall perform its obligations under this Agreement with reasonable skill and care.
- d. Vegiffyy does not guarantee or warrant that the Platform, Application, software, hardware, or Services shall be free from viruses, malware, or other harmful components.
- e. The Restaurant Partner warrants that it complies, and shall continue to comply, with the Food Safety and Standards Act, 2013, and any other applicable laws, regulations, and standards.
- f. The Restaurant Partner warrants that it shall obtain and maintain, for the duration of these Terms, all requisite licences and permits to operate the Restaurant Services.
- g. The Restaurant Partner agrees to indemnify and hold harmless Vegiffyy (including its directors, officers, agents, representatives, and employees) from and against all claims, damages, losses, and expenses, including reasonable legal fees, incurred by Vegiffyy as a result of:
- i. made by a Customer (or any person acting on behalf of a Customer), for reasons not attributable to the Services;
- ii. made by a Customer (or any person acting on behalf of a Customer) or any third party in respect of, arising out of, or relating to the use of the Services;
- iii. in respect of, arising out of, or in connection with the Restaurant Services (or any other services actually or purportedly provided by the Restaurant Partner);
- iv. in respect of or connected with the collection or payment of applicable taxes in any manner connected with these Terms;
- v. relating to the quality of the Restaurant Services provided by the Restaurant Partner;
- vi. relating to the warranties provided by the Restaurant Partner under this Clause 13 (Warranty and Indemnity);
- vii. relating to harm caused by the Restaurant Partner supplying unsafe Restaurant Services, any product failure, defect, or contamination;
- viii. brought by Vegiffyy and/or any third party on account of misuse, abuse, cheating, fraud, or misrepresentation by the Restaurant Partner;
- ix. arising out of or in connection with any use of Customer Data not in accordance with this Agreement and/or applicable law;
- x. arising from any misleading, incorrect, or false information or data provided by the Restaurant Partner;
- h. The Restaurant Partner acknowledges that it grants certain rights to Vegiffyy to enable Vegiffyy to provide Services to Customers.

12. CUSTOMER DATA

- a. The Restaurant Partner agrees that it shall use the Customer Data solely for fulfilling the applicable Customer Orders and for the purposes of the Services.
- b. The Restaurant Partner represents, warrants, and covenants that it shall not resell, broker, or otherwise disclose any Customer Data to any third party.
- c. The Restaurant Partner agrees that it shall not copy or otherwise reproduce any Customer Data except to the extent necessary for the performance of its obligations under this Agreement.
- d. Where any Customer Data is collected by the Restaurant Partner (or on its behalf), the Restaurant Partner shall ensure that the data is collected lawfully and in accordance with applicable data protection laws.
- e. For the purposes of this Agreement, the restrictions contained herein regarding the use of Customer Data shall not apply to:
- i. data of any Customer who was a customer of the Restaurant Partner prior to the Restaurant Partner's use of the Platform;
- ii. data supplied directly by a Customer to the Restaurant Partner, where such Customer becomes a customer of the Restaurant Partner.

13. TERM AND TERMINATION

- a. The arrangement between the Parties shall commence on the Execution Date and, unless terminated earlier in accordance with this Agreement, shall continue for an indefinite period.
- b. Vegiffyy may terminate the arrangement or suspend the Services of the Restaurant Partner with immediate effect if:
- i. the Restaurant Partner fails to conduct its business in accordance with this Agreement or the information provided to Vegiffyy is false or misleading;
- ii. the user experience in relation to the Restaurant Partner is not found to be satisfactory in accordance with Vegiffyy's standards;
- iii. for a continuous period of fourteen (14) days, the Restaurant Partner fails to deliver Orders that are not fraudulent or unlawful;
- iv. any insolvency event occurs, including bankruptcy, appointment of a receiver, administrator, liquidator, winding up, or dissolution;
- v. Vegiffyy identifies any fraudulent or suspicious activity on the Restaurant Partner's account;
- vi. the Restaurant Partner fails to comply with applicable law and/or these Terms; and/or

- vii. Vegiffyy undertakes any investigation to verify the Restaurant Partner's compliance with applicable law and/or these Terms.
- c. The Parties may terminate the arrangement with immediate effect by written notice if the other Party commits a material breach of this Agreement.
- d. Termination of the arrangement shall not affect any accrued rights or liabilities of the Parties as of the date of termination.
- e. Vegiffyy, at its sole discretion, reserves the right to suspend and/or terminate the Services immediately, with prior notice, if:
 - i. any alleged, threatened, or actual suspicious activity and/or
 - ii. breach of any intellectual property rights of Vegiffyy or any third party by the Restaurant Partner; and/or
 - iii. false misrepresentation by the Restaurant Partner; and/or fraudulent activity.
- f. The Restaurant Partner agrees and acknowledges that, in addition to the right to suspend or terminate the Services, Vegiffyy

14. NOTICE REQUIREMENTS

- a. Any notice, communication, or intimation under this Agreement shall be provided by Vegiffyy to the Restaurant Partner through the Platform.
- b. The Restaurant Partner shall ensure that all contact details registered on the Platform are accurate and up to date. Vegiffyy shall not be liable for any loss or damage arising from reliance on such details.
- c. Any factors that prevent the Restaurant Partner from fulfilling its obligations towards Vegiffyy or Customers shall be promptly notified to Vegiffyy.

15. DISCLAIMERS

- a. To the fullest extent permitted by law, Vegiffyy and its affiliates, and their respective officers, directors, members, employees, agents, and representatives, shall not be liable for any loss or damage arising from reliance on content made available through the Platform.
- b. Vegiffyy makes no warranties or representations regarding the accuracy or completeness of the content or data on the Platform, including:
 - i. errors, mistakes, or inaccuracies of content or materials;
 - ii. personal injury or property damage arising from the Restaurant Partner's access to or use of the Platform or Services;
 - iii. unauthorised access to or use of Vegiffyy's servers and stored personal or financial information;
 - iv. interruption or cessation of transmission to or from the Platform or Services;
 - v. bugs, viruses, trojan horses, or similar issues transmitted by third parties; and/or
 - vi. errors or omissions in content or any loss or damage arising from reliance on content made available through the Platform.

16. LIMITATION OF LIABILITY

- a. For the purposes of this Clause, "Liability" includes liability arising from breach of contract, negligence, misrepresentation, or other tortious or contractual acts.
- b. Subject thereto, Vegiffyy shall not be liable for loss of profits, goodwill, business, revenue, data, contracts, anticipated savings, or any other intangible losses.

17. DISPUTE RESOLUTION

- a. This Agreement shall be governed by the laws of India. Courts at Hyderabad shall have exclusive jurisdiction.
- b. If a dispute arises regarding this Agreement, or the interpretation, breach, termination or validity of this Agreement, both Parties shall first attempt to resolve the dispute through amicable negotiations.
- c. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision shall be deemed to be severed from the Agreement, and the remaining provisions shall continue to be enforceable.

18. FORCE MAJEURE

- a. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) if such failure or delay is caused by a Force Majeure Event.
- b. During the continuance of a Force Majeure Event, Vegiffyy shall be entitled to suspend or restrict access to the Platform and the Services.

19. MISCELLANEOUS

- a. Waiver: Failure to enforce any right shall not constitute a waiver of such right.
- b. Severability: Invalidity of any provision shall not affect the remaining provisions.
- c. No Third-Party Rights: No third party shall have rights under this Agreement.
- d. No Assignment: The Restaurant Partner shall not assign or transfer its rights or obligations under this Agreement.
- e. Independent Contractors: The Parties are independent contractors and no agency, employment, partnership, or joint venture relationship shall be created by this Agreement.
- f. Change of Control: The Restaurant Partner consents to the transfer of this Form and personal information in the event of a change of control.

g. Acceptance of Vegiffyy Privacy Policy: By executing this Agreement, the Restaurant Partner agrees to be bound by Veg

20. MODIFICATION

- a. Vegiffyy may modify these Terms from time to time, and such modifications shall be effective immediately upon being re
- b. Where Vegiffyy upgrades, modifies, or replaces the Services ("Service Modifications"), Vegiffyy shall notify the Resta

IN WITNESS WHEREOF

IN WITNESS WHEREOF, the Parties hereto have executed this Restaurant Partner Agreement on this the day of, 2

This Agreement is executed in two (2) counterparts, each of which shall be deemed an original, and both of which together

FOR AND ON BEHALF OF VEGIFFYY

Name:

Designation:

Signature:

Date:

Place:

FOR AND ON BEHALF OF THE RESTAURANT PARTNER

Restaurant Name:

Name of Owner / Authorized Signatory:

Designation:

Signature:

Date:

Place: