

General Terms and Conditions for Services
Meal Hippo Inc. Caterers

THESE TERMS AND CONDITIONS FOR SERVICES (these “**Terms**”), including the Sign-Up Form which by this reference is incorporated herein (the “**Sign-Up Form**” and together with the Terms, this “**Agreement**”), comprise the entire agreement between Meal Hippo Inc. (“**Meal Hippo**”) and the person or entity identified in the Sign-Up Form as the caterer (“**Caterer**”), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral. By signing the Sign-Up Form, Caterer accepts this Agreement and agrees to be legally bound by its terms. In the event of any conflict between these Terms and the Sign-Up Form, these Terms will govern.

1. Definitions.

- (a) “**Caterer Content**” has the meaning given to it in Section 7.
- (b) “**Caterer Products**” includes all products offered for take-out or delivery orders from Caterer.
- (c) “**Confidential Information**” has the meaning given to it in Section 8.
- (d) “**Customer**” means the customer who places an order for Caterer Products through the Meal Hippo Platform.
- (e) “**Deliverer**” means independent third-party delivery contractor.
- (f) “**Meal Hippo Data**” shall mean any information that Meal Hippo provides or makes accessible to Caterer through the Meal Hippo Platform, including, without limitation, Personal Information.
- (g) “**Meal Hippo Platform**” means Meal Hippo’s proprietary online communication platform where Customers can view and search for the menus of Caterer and/or place an order for Caterer Products via the Meal Hippo website for delivery by a Deliverer to the Customer or for pick up by the Customer or the Customer’s agent at a Caterer location.
- (h) “**Parties**” means Meal Hippo and Caterer, and “**Party**” means any one of them.
- (i) “**Personal Information**” shall mean any information exchanged under this Agreement that relates to an individual person and identifies or can be used to identify, locate or contact that individual, either alone or when combined with other personal or identifying information that is or can be associated with that specific individual, including, but not limited to, names, telephone numbers, addresses, signatures, email addresses, precise location information, access credentials, persistent identifiers or other unique identifiers, and any information that may be considered ‘personal data’ or ‘personal information’ under applicable law.
- (j) “**Order Equipment**” has the meaning given to it in Section 5.
- (k) “**Order**” means an order for Caterer Products via the Meal Hippo website for delivery by a Deliverer to the Customer or for pick up by the Customer or the Customer’s agent at a Caterer location.
- (l) “**Service Fees**” means the fees collected by Meal Hippo as a commission in exchange for promoting and featuring the Caterer on the Meal Hippo Platform.
- (m) “**Term**” has the meaning given to it in Section 9(a).

2. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Meal Hippo and Caterer (or Caterer's employees or representatives), and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Except as expressly set forth in this Agreement, each Party shall be responsible for its own expenses, profits and losses.
3. **Core Responsibilities.** Meal Hippo and Caterers shall have the following responsibilities during the Term:
- (a) Meal Hippo Core Responsibilities. Meal Hippo will, in a timely manner:
- (i) Display Caterer's logo and a menu of Caterer Products on the Meal Hippo Platform;
 - (ii) Accept Orders from Customers;
 - (iii) Forward each Order to the relevant Caterer;
 - (iv) In the case of an Order for delivery by a Deliverer to the Customer, forward each such Order to a Deliverer, so that the Deliverer can pick up the applicable Caterer Product(s) from the Caterer to deliver to the Customer; and
 - (v) Pay the Caterer in accordance with the Parties' agreements, deducting any applicable Service Fees.
- (b) Caterer Core Responsibilities. Caterer will, in a timely manner:
- (i) Provide Meal Hippo with the Caterer's in-store or take-out menu, including the price of each item on such menu;
 - (ii) Monitor Caterer's menu and store information on the Meal Hippo Platform, and immediately provide written notice to Meal Hippo of any updates required to reflect the most up-to-date Caterer Products, pricing and other information;
 - (iii) Accept all Orders placed by Meal Hippo from Caterer's then-current menu;
 - (iv) Confirm all Orders from Meal Hippo;
 - (v) Prepare the Caterer Products for each Order for pickup by a Deliverer or by a Customer, as applicable, at the designated time;
 - (vi) Process Orders in the order in which they are received;
 - (vii) Notify Meal Hippo of any changes to the pricing, availability, description, or other characteristics of the Caterer Products;
 - (viii) Notify Meal Hippo of its days and hours of operation and notify Meal Hippo of any changes to Caterer's days and hours of operation;
 - (ix) Notify all Caterer's staff members of the relationship with Meal Hippo immediately upon execution of this Agreement; and
 - (x) Provide the same utensils, napkins, bags and other materials that Caterer would typically provide in a standard take-out or delivery order.
4. **Refunds and Re-Orders.** Refunds and re-orders will be addressed as follows:
- (a) Refunds and Re-Orders. Meal Hippo may, in its sole discretion, issue a refund, credit or re-order on a Customer's Order, and Caterer shall bear the full cost of that refund, credit or re-order, as applicable, unless the refund, credit or re-order is due to the fault of the Deliverer or Meal Hippo. In the event that Meal Hippo issues a re-order on a Customer's Order, Caterer will prepare the Caterer Product(s) to the same specifications as the original Order.
- (b) Customer Support. Meal Hippo shall be responsible for Customer support issues relating to the ordering of Caterer Products and issues relating to a Customer's Meal Hippo account. All other Customer issues or complaints will be Caterer's sole responsibility.

5. **Order Equipment.** Caterer will install any equipment reasonably required by Meal Hippo for Caterer to receive and process Orders, including, without limitation, a tablet, fax machine, or other automated, electronic means of receiving Orders ("**Order Equipment**").
6. **Payment, Fees, Title and Taxes.** Payment, fees, and taxes shall be addressed as follows:
 - (a) Orders. Meal Hippo will pay Caterer for Orders upon such Orders being fulfilled by Caterer. Meal Hippo shall be entitled to deduct from such payments any applicable Service Fees. Service Fees may be imposed by Meal Hippo, in its sole discretion, upon 30 days' prior written notice to Caterer, which Service Fees will be agreed to unless opposed by Caterer upon 15 days' prior written notice to Meal Hippo. If, after fifteen days' good faith negotiations the Parties do not agree to a Service Fee, then either Party may terminate the Agreement pursuant to Section 9. Caterer agrees Meal Hippo may charge the Customer fees, including, without limitation, a delivery fee, service fee, surcharge fee and small order fee, where applicable in Meal Hippo's sole discretion. Caterer shall be responsible for all taxes, duties, and other governmental charges on the sale of Caterer Products and for remitting such taxes, duties, and other governmental charges to the appropriate authorities. Caterer shall also be responsible for all taxes, duties, and other governmental charges on the Service Fees, which Meal Hippo shall be responsible for withholding and remitting to the appropriate authorities. In the event that Caterer raises the price for a menu item, Meal Hippo shall not be required to remit the higher price to the Caterer until three business days after the Caterer first provides notice to Meal Hippo of such pricing change.
 - (b) Review. Caterer agrees, on an ongoing basis, to review and confirm its transactions, fees and charges on Orders and invoices. Caterer further agrees to provide written notice to Meal Hippo of any disagreement, non-conformity or issue with any transaction, fee, charge or Order within 60 days of such transaction, fee, charge or Order, failing which Caterer shall be deemed to have acquiesced in and ratified, and to have waived any claim or objection regarding, any such transaction, fee, charge or Order.
 - (c) Title. Caterer agrees that Caterer holds title to the Caterer Products until such Caterer Products are delivered to Customer, at which point title passes from Caterer to the Customer. Caterer agrees that neither the Deliverer nor Meal Hippo holds title to or acquires any ownership interest in any Caterer Products.
7. **Caterer Content and Trademark; Photographs of Menu Items.** During the Term, Caterer grants to Meal Hippo a royalty-free, non-exclusive, limited, revocable, non-transferable, non-sublicenseable right and license to use and display the Caterer Content for the purpose of providing services to Caterer. As used herein, "**Caterer Content**" includes, without limitation, menus, photographs (either provided by Caterer or on Caterer's website), trademarks, logos and other materials provided by Caterer to Meal Hippo.
8. **Confidentiality and Data Security.**
 - (a) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Without limiting the generality of the foregoing, for the purposes of this Agreement, the Meal Hippo Data will be deemed Confidential Information of Meal Hippo. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a

non-confidential basis from a third party; or (iv) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, unless prohibited by applicable law, first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the effective date of the Sign-Up Form and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

- (b) Data Security. Caterer shall use all reasonable commercial, legal, organizational, physical, administrative and technical measures, and security procedures to safeguard and ensure the security of the Meal Hippo Data and to protect Meal Hippo Data from infringement, misappropriation, theft, misuse, loss or unauthorized access, disclosure, duplication, use or modification. If Caterer becomes aware of any unauthorized access to Meal Hippo Data, Caterer will immediately notify Meal Hippo, consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by Meal Hippo.

9. **Term and Termination.**

- (a) Term. This Agreement shall remain in effect until terminated as set forth herein.
- (b) Termination. Caterer may terminate this Agreement for any reason at any time upon 30 days' prior written notice to Meal Hippo. Meal Hippo may terminate this Agreement or any promotion under this Agreement for any reason at any time effective immediately upon written notice to Caterer. Neither Party will be liable to the other Party as a result of termination of this Agreement for any damages, for the loss of goodwill, prospective profits or anticipated income, or for any expenditures, investments, leases or commitments made by either Caterer or Meal Hippo.
- (c) Survival. This Section 90 and Sections 8, 11, 12, 13 and 19 survive termination of this Agreement.

- 10. **Modifications.** Meal Hippo reserves the right, at its sole discretion, to change, suspend, or discontinue the Meal Hippo Platform (including, without limitation, the availability of any feature or content) at any time. Meal Hippo may, at its sole discretion, remove Caterer Products from the Meal Hippo Platform if Meal Hippo determines that such Caterer Products could subject Meal Hippo to undue regulatory risk, health and safety risk, or other liability. Meal Hippo may also revise these Terms from time to time. By continuing to access or use the Meal Hippo Platform after those revisions become effective, Caterer agrees to be bound by the revised Terms.

11. Representations and Warranties; Additional Responsibilities; Warranty Disclaimer.

- (a) Each Party represents and warrants that it has the full right, power, and authority to enter into and perform its obligations under this Agreement without breaching any obligation to any third party.
- (b) Each Party represents and warrants that it will comply with all applicable laws and regulations in its performance of this Agreement, including, without limitation, (i) all applicable data protection and privacy laws, and (ii) all applicable laws related to third party intellectual property and other proprietary rights.
- (c) Caterer further represents, warrants and agrees that (i) it will comply with all applicable laws, rules, standards and regulations relating to licenses, health, food packaging and accessory items, and food safety and sanitation, (ii) it has informed Meal Hippo of any required consumer-facing warnings, charges, opt-in requirements, and instructions associated with Caterer Product(s) and it will inform Meal Hippo of any such warnings, charges, opt-ins, and instructions that become required in the future, (iii) it will disclose common allergens in any Caterer's menu items listed on the Meal Hippo Platform, (iv) it will not include any age-restricted products (including but not limited to alcohol, cannabis and tobacco) in Caterer's menus on the Meal Hippo Platform or request delivery of any age-restricted products through the Meal Hippo Platform without first entering into a separate agreement with Meal Hippo memorializing the promotion, sale and delivery of such products in compliance with the laws of the applicable jurisdiction in which such products will be sold, (v) it will not disclose any information related to a Deliverer or a Customer to a third party (except as required to comply with law or pursuant to a court order), and (vi) it will comply with its obligations under this Agreement.
- (d) EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, MEAL HIPPO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE MEAL HIPPO PLATFORM, EQUIPMENT OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY OR RESULTS, OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT THE MEAL HIPPO PLATFORM OR ANY RELATED SERVICE WILL BE UNINTERRUPTED, DISCONTINUED, ERROR FREE OR THAT ANY ERRORS CAN OR WILL BE CORRECTED. Caterer acknowledges that Meal Hippo shall not be responsible to Caterer or others for any such interruptions, errors, or problems or an outright discontinuance of the Meal Hippo Platform nor for any guarantee of results with respect to the Meal Hippo Platform or related services. Both Parties acknowledge that neither Party has any expectation or has received any assurances for future business or that any investment by a Party will be recovered or recouped or that such Party will obtain any anticipated amount of profits by virtue of this Agreement.

12. Indemnification.

- (a) Indemnification. Caterer (as "**Indemnifying Party**") shall indemnify and hold harmless Meal Hippo, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and permitted assigns (collectively, "**Indemnified Party**") from and against any and all claims, damages, losses and expenses (including legal fees) (collectively, "**Losses**") with respect to (i) any inaccuracy or misrepresentation in any of the representations or warranties of Indemnifying Party in this Agreement; (ii) any breach or non-fulfillment of any of the covenants to be performed by Indemnifying Party pursuant to this Agreement; (iii) the negligence or willful misconduct of Indemnifying Party or its personnel; (iv) the violation of the intellectual property of any third party by the Caterer Content; (v) any bodily injury (including death) or damage to tangible or real property to the extent caused by the Indemnifying Party's personnel and/or the Caterer Products; and (vi) any failure by Indemnifying Party or its personnel to comply

with applicable federal, provincial or territorial laws, regulations or codes in the performance of its obligations under this Agreement.

- (b) Indemnified Party Control of Defence. Notwithstanding anything to the contrary in this Section 12, Indemnified Party may select its own legal counsel to represent its interests, and Indemnifying Party shall: (i) reimburse Indemnified Party for its costs and legal fees and expenses immediately upon request as they are incurred; and (ii) remain responsible to Indemnified Party for any Losses indemnified under Section 12.
- (c) Settlement of Indemnified Claims by Indemnifying Party. Indemnifying Party shall give prompt written notice to Indemnified Party of any proposed settlement of a claim indemnified under Section 12. Indemnifying Party may not, without Indemnified Party's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder.

13. **Limitation of Liability.**

- (a) IN NO EVENT SHALL MEAL HIPPO BE LIABLE TO CATERER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL MEAL HIPPO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID OR PAYABLE TO MEAL HIPPO PURSUANT TO THIS AGREEMENT IN THE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. **Insurance.** During the Term of this Agreement, Caterer shall, at its own expense, maintain and carry adequate insurance in full force and effect, in amounts not less than as required by law or that is common practice in Caterer's business. Upon Meal Hippo's request, Caterer shall provide Meal Hippo with a certificate of insurance from Caterer's insurer evidencing adequate insurance in accordance with these Terms. Caterer shall provide Meal Hippo with ten days' advance written notice in the event of a cancellation or material change in Caterer's insurance policy. Except where prohibited by law, Caterer shall require its insurer to waive all rights of subrogation against Meal Hippo's insurers and Meal Hippo.

15. **Communications from Meal Hippo.** Caterer agrees to accept and receive communications from Meal Hippo or Deliverers, including via email, text message, calls, and push notifications to the cellular telephone number Caterer provides to Meal Hippo.

16. **Waiver.** No waiver by Meal Hippo of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Meal Hippo. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. **Force Majeure.** Meal Hippo shall not be liable or responsible to Caterer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Meal Hippo including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, quarantine, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
18. **Assignment.** Caterer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Meal Hippo. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Caterer of any of its obligations under this Agreement. Meal Hippo may freely assign this Agreement without the consent of Caterer.
19. **Entire Agreement.** This Agreement, together with any agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. Except as expressly provided in this Agreement, there are no representations, warranties, conditions other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement. The execution of this Agreement has not been induced by, nor do either of the Parties rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly made in this Agreement or in the agreements and other documents to be delivered pursuant hereto.
20. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
21. **Choice of Forum.** Any legal suit, action, litigation or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Province of Alberta, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding.
22. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**notice**") shall be in writing and addressed to the Parties at the addresses set forth in the Sign-Up Form or to such other address that may be designated by the receiving Party in writing. All notices shall be deemed effectively given when sent by email, if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours.
23. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.