

BRIGHTEDGE CORPORATE CATERING SERVICES

Between: FineServe Hospitality Ltd. (“Caterer”)

And: BrightEdge Financial Inc. (“Client”)

Effective Date: February 1, 2025

Term: Two (2) Years

1. Purpose

This Corporate Catering Services Agreement (“Agreement”) is entered into between FineServe Hospitality Ltd., a catering and event services company organized under the laws of New York State, having its principal office at 110 Madison Avenue, New York, NY 10010 (“Caterer”), and BrightEdge Financial Inc., a financial advisory firm located at 55 Harbor Plaza, Jersey City, NJ 07311 (“Client”).

The purpose of this Agreement is to define the terms and conditions under which Caterer will provide daily meal and event catering services for the Client’s offices, including corporate meetings, training sessions, and internal events.

2. Scope of Services

Caterer agrees to provide full-service catering support to Client, including but not limited to:

1. Preparation and delivery of breakfast, lunch, and refreshment items.
2. Provision of catering for company-hosted events, both on and off-site.
3. Supply of necessary dining ware, utensils, and serving staff.
4. Cleanup and waste removal following each service.
5. Maintenance of a rotating seasonal menu approved by Client.

All meals shall be prepared in accordance with applicable health and safety regulations under the New York Department of Health and the U.S. Food Code.

3. Service Levels and Timing

- **Daily Catering Window:** 7:00 AM to 4:00 PM, Monday through Friday.

- **Special Event Service:** As scheduled, with a minimum of 5 business days' notice.
- **Response Time:** Caterer shall respond to order modifications or cancellations within 24 hours.

All services must meet the Client's standards of professionalism, presentation, and timeliness.

4. Menu and Pricing Schedule

Caterer will maintain an agreed menu of meals and services, reviewed semi-annually for variety and nutritional balance.

All prices are **fixed for the full contract term** as specified in Section 7.

4.1 Standard Meal Pricing Table

Category	Description	Unit Price (USD)
Continental Breakfast	Pastries, fruit, juice, coffee	\$12.50 per person
Hot Breakfast Buffet	Eggs, meats, sides, beverages	\$18.00 per person
Standard Lunch	Entrée, salad, dessert, beverage	\$22.00 per person
Executive Lunch	Premium entrées, dessert, beverage	\$30.00 per person
All-Day Meeting Package	Breakfast, lunch, coffee breaks	\$55.00 per person
Event Dinner	3-course plated service	\$65.00 per person
Beverage Service	Coffee, tea, and bottled drinks	\$4.00 per person

5. Payment Terms

Invoices will be issued monthly, summarizing all services rendered during the previous month. Client shall remit full payment within **thirty (30) days** of invoice date.

Payments shall be made by ACH transfer or corporate check to the account designated by Caterer.

Late payments beyond 45 days may incur a **1.5% monthly interest** on the overdue amount.

6. Supplies, Equipment, and Staffing

Caterer shall provide:

- Trained serving and kitchen staff for all events.

- All cooking, storage, and transportation equipment.
- Clean tableware, linens, and serving utensils.
- Backup generators for offsite catering if required.

Client shall provide reasonable workspace, electricity, and access to water facilities for on-site services.

7. Fixed Pricing Clause (No Adjustment)

Both parties expressly agree that **the prices set forth in this Agreement shall remain fixed and unchanged** for the entire duration of the contract, regardless of inflation, cost increases, or market conditions.

No escalation, cost pass-through, or adjustment of rates shall be made for:

- Increases in food or commodity prices
- Labor or transportation cost fluctuations
- Inflationary changes measured by the Consumer Price Index (CPI)
- Variations in tax rates or supplier pricing

Caterer has accounted for such risks in determining its pricing and confirms its capacity to honor all services under the fixed price terms.

7.1 Price Review Option

Upon expiration of this Agreement, both parties may review pricing based on prevailing market conditions; however, such review shall not retroactively apply to services rendered under this contract term.

8. Term and Renewal

This Agreement shall commence on **February 1, 2025**, and shall remain in force through **January 31, 2027**, unless terminated earlier as provided herein.

Renewal for an additional term shall be subject to written agreement between both parties no later than 60 days before the expiry date.

9. Quality and Performance Standards

Caterer shall maintain:

- Minimum food quality rating of 4.5/5 as per Client feedback surveys.
- Health inspection ratings of “A” at all facilities.
- Timely service delivery with fewer than two complaints per quarter.

Client reserves the right to conduct periodic inspections and food tastings upon reasonable notice.

10. Health, Safety, and Sanitation

Caterer shall maintain strict compliance with:

- **New York State Department of Health – Food Service Regulations**
- **FDA Food Code (latest edition)**
- **OSHA Food Handling Standards**

All catering staff shall be certified in food safety handling under ServSafe or an equivalent program.

Temperature logs, cleaning records, and ingredient sourcing details shall be made available to the Client upon request.

11. Cancellations and Adjustments

Client may cancel any scheduled catering event with a minimum of **48 hours' notice** without penalty.

Cancellations made less than 24 hours before an event may incur up to 50% of the estimated cost.

Minor adjustments to menus or guest counts may be made up to 12 hours before service, subject to ingredient availability.

12. Insurance and Liability

Caterer shall maintain throughout the term of this Agreement:

Insurance Type	Coverage Amount
General Liability	\$1,000,000 per occurrence
Workers' Compensation	Statutory Limits
Auto Liability	\$500,000 per occurrence
Foodborne Illness Coverage	\$500,000 minimum

Proof of insurance shall be furnished to the Client annually.

Caterer shall indemnify and hold harmless the Client from any claims, damages, or losses arising out of Caterer's operations or employees.

13. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary information, employee data, or event details disclosed in connection with this Agreement. This obligation shall survive termination for a period of **two (2) years**.

14. Termination

Either party may terminate this Agreement upon 60 days' written notice if the other party:

- Materially breaches any obligation and fails to cure within 30 days; or
- Files for bankruptcy or becomes insolvent.

Client may terminate immediately if Caterer fails to comply with applicable food safety laws or receives a "B" or lower rating from any regulatory body.

Upon termination, Caterer shall deliver all pending invoices within 15 days and remove its personnel and equipment from Client premises.

15. Force Majeure

Neither party shall be held liable for non-performance due to acts of God, strikes, natural disasters, pandemics, or government restrictions, provided that notice is given within 5 days of such event.

Obligations shall resume once the event ceases.

16. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the **State of New York**.

Any disputes shall first be subject to **good faith mediation**.

If unresolved, disputes shall be submitted to **binding arbitration in New York City**, under the rules of the American Arbitration Association.

17. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all prior proposals, negotiations, or communications.

Any amendments must be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For BrightEdge Financial Inc.

Name: Jonathan Reyes, COO

Signature: _____

Date: February 1, 2025

For FineServe Hospitality Ltd.

Name: Melissa Chen, Managing Director

Signature: _____

Date: February 1, 2025