## **Electronic Record of Contracts**

This document was generated as a record of certain contracts created, accepted and stored electronically.



## **Summary of Contracts**

This document contains the following contracts.

Title	Revision	ID
Merchant Sign-Up Sheet (English - Universal)	1	60270da1c6b75852d5606d4a

## Contract signed by:

Tyler DrakeSigner ID:tyler.drake@vibranttropical.comOwner,Email:tyler.drake@vibranttropical.comVibrant Tropical

Date / Time: Feb 18, 2021 at 3:51 AM GMT

IP Address: 73.95.230.46

User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/88.0.4324.182 Safari/537.36

Racquel FlorescaSigner ID:racquel.floresca@doordash.comAccount Sales Executive,Email:racquel.floresca@doordash.com

TaskUs

Party has not signed the contract yet.

Contract has not been signed by all parties.



## **MERCHANT SIGN-UP SHEET**

(United States)

1. MERCHANT IN	FORMATION		
Legal Business Name:	Vibrant Tropical	(If Different) DBA Name:	Vibrant Tropical
Restaurant Legal Address			
Street:	10292 Tall Oaks Cir	City:	Parker
State:	СО	Postal Code:	80134-7731
Contact Email:	tyler.drake@vibranttropical.com	Contact Telephone:	3038150107
Secondary Contact Name:		Secondary Contact Email:	
Secondary Contact Phone:		_	
Number of Participating Merchant Store(s):	1	_	
EIN # (12-345678			
Routing No.(1234	<b>.56789):</b> 031101279		

#### 2. STANDARD PROCEDURES

Introduction. The "Merchant" listed above desires to market the availability of Merchant Stores on the Caviar Marketplace and/or the DoorDash Marketplace, as applicable. For purposes of this Agreement, "Merchant Stores" may include: (i) Merchant Stores owned and operated by Merchant or its affiliates, and/or (ii) Merchant Stores owned and operated by franchisees of Merchant or its affiliates. Merchant's use of the Caviar Marketplace and/or the DoorDash Marketplace shall be referred to herein as the "Program". For clarity, the Program will include each product, service, promotion, or program elected by Merchant in Section 3 of this Sign-Up Sheet, as may be amended.

What we do. DoorDash, Inc. ("DoorDash") owns and operates the DoorDash online marketplace platform and the Caviar online marketplace platform, in each case, that connect Merchants, Dashers and Customers for the pickup and delivery of Merchant Products. DoorDash provides the Caviar online marketplace platform (the "Caviar Marketplace") and the DoorDash online marketplace platform (the "DoorDash Marketplace") using web-based technology that allows Customers to place orders for Merchant Products for delivery by independent delivery contractors ("Dashers") or for pickup by Customers. DoorDash also provides an online platform using web-based technology that allows Merchants to receive orders placed through each of the DoorDash Marketplace and/or the Caviar Marketplace by Customers, in order to fulfill such orders (the "Merchant App"). The Caviar Marketplace, the DoorDash Marketplace, and the Merchant App shall hereinafter be referred to collectively as the "Platform". Each of the Caviar Marketplace and the DoorDash Marketplace permits Customers to view and search for the menus of Merchants and/or place orders for food or other products from Merchants which Merchants receive through the Merchant App; DoorDash software then notifies Dashers that a delivery opportunity is available; after a Dasher communicates its acceptance of the delivery, the DoorDash software facilitates the Dasher's completion of the delivery of the Merchant Products to the Customer. DoorDash is not a merchant, food preparation business, reseller, or delivery service; it is an online marketing and connection platform.

<u>What you do.</u> Merchant fulfills orders placed by Customers through the Platform and provides such orders to Dashers or directly to Customers. Instead of collecting payment at the time of pickup, Merchant will charge the total sales price for each order (including all taxes and other governmental charges) to an account you maintain for orders received through the Platform.

#### Payment Schedule.

On a regular cadence or as otherwise agreed to in writing, DoorDash will settle Merchant's house account by paying Merchant (1) the pre-tax total of all orders for the prior period, plus (2) the total amount of state and local sales, use or similar tax collected by DoorDash from Customers on all such Orders (the "Collected Taxes"), less (3) the applicable Commission Rate (which is the commission that DoorDash receives in exchange for promoting and featuring you and your store(s) on the Platform, as further set forth in the Section below), any subscription fees, and any other commission rates or fees to which Merchant agrees. Merchant is the "retailer" or "seller" responsible for remitting all sales tax and other governmental charges. DoorDash acknowledges that Merchant is solely responsible for the prices of its menu items, which may vary based on factors such as location, time of the year, or competition from other restaurants. Merchant will promptly notify DoorDash of changes to the prices of its menu items so that DoorDash can communicate the most current pricing to customers unless the parties will have an integration that allows such pricing changes to be updated automatically on the DoorDash Platform.

#### **Currency:**

All dollar amounts are listed in U.S. dollars.

## 3. DOORDASH FEES AND SERVICES

DoorDash Activation Fee is equal to: \$0

#### **Marketplace Delivery Commission Rate: 30%**

DoorDash will apply the Marketplace Delivery Commission Rate to all Orders placed at Merchant Stores on the DoorDash Marketplace, except as otherwise set forth in this Section.

### PickUp Commission Rate: 10%

Merchant agrees to participate in DoorDash's PickUp Program, where Customers may place orders for Merchant's Products through the DoorDash Marketplace and pick up such orders in-store (the "**PickUp Program**"). During the Term, Merchant will: (i) accept all Customer orders placed by DoorDash that are in general compliance with Merchant's standard operating procedures and operating hours; (ii) use its standard business practices to prepare the Merchant Products that are the subject of each Customer

order for pickup by theCustomer at the applicable Merchant Store; (iii) promptly notify DoorDash of any generally applicable changes to the pricing, availability, description, or other characteristics of the Merchant Products; and (iv) once DoorDash enables the ability for Merchant to set different prices for Merchant Products under the Pick-Up Program than the prices for such Merchant Products for delivery, ensure pricing of Merchant Products under the Pick-Up Program is not greater than the pricing of the same Merchant Products for pick-up (a) in-store and (b) on any other third party food ordering and/or delivery platform. DoorDash will apply the Pick-Up Commission Rate set forth above on orders placed by Customers under the Pick-Up Program.

#### **Order Protocol Placement and Weekly Payments**

DoorDash will provide weekly payment using the information Merchant provides below and in the DoorDash Sign-Up Sheet Appendix I or the Sign-Up Sheet Supplemental Agreement, as applicable. Orders will be transmitted to Merchant Stores as follows (select order protocol and provide information as needed):

Order Protocol:	Tablet (DoorDash Owns)	Weekly Tablet Subscription Fee:	\$3
Order Protocol Email:	tyler.drake@vibranttropical.com	Weekly Printer Subscription Fee:	
Order Protocol Fax:			

#### Customers are more likely to order from stores with photos!

## Request a FREE photoshoot of your dishes: Yes

Tyler Drake

Contact

DoorDash shall own all intellectual property rights in and to the photos, and Merchant shall not use the photos without DoorDash's prior written consent. DoorDash shall cease use of the photos upon termination of this Agreement. Any use by Merchant of the photos in connection with any other delivery or ordering services that are in direct competition with DoorDash shall be deemed a material breach of this Agreement.

Please list contact information for the store representative that our photographer can directly contact to schedule the photoshoot.

tyler drake@vibranttropical.com

3038150107

Contact

Contact

Name:	Tyle: Brake	Email:	tyrenarake@naramarep	iodi.oom	Phone:	000100107
_	preferred date and time for sthan 7 days in the future.	your photos	hoot that is 7-16 days in th	ne future. V	Ve cannot a	ccommodate photoshoot
Preferred Date:	Feb 25, 2021		Preferred Time:	10:00 AM	I	
Menu Source	<u>2:</u>					
Menu URL:	https://vibranttropical.co	m	or Menu Attachmen	t:		
Secondary			or Seconda	•		
URL:			Attachmen	t:		
Tertiary			or Tertiary			
URL:			Attachmen	t:		

#### Hours of Operation: Monday-Friday 9am-8pm

#### Cancel any time with 7 days notice.

Merchant may cancel this Agreement at any time for any reason after giving DoorDash at least 7 days prior written notice with respect to either the Caviar Marketplace or the DoorDash Marketplace, or both platforms. DoorDash may cancel at any time for any reason.

#### 4. PAYMENT PROCESSING

#### **Payment Partner:**

A third-party company called Stripe handles all payment processing – you are agreeing to Stripe's terms of use. By agreeing to this Agreement, Merchant agrees to be bound by the Stripe Connected Account Agreement, which includes the Stripe Services Agreement. The information provided below is necessary to establish Merchant's Stripe Connected Account, and it can be updated at any time.

Stripe Connected Account Representative Name: Tyler Drake
Stripe Connected Account Representative Date of Birth (MM/DD/YYYY): 07/29/1987

#### 5. MERCHANT TERMS OF USE (INCLUDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER)

*By signing up or using the Platform*, Merchant agrees to DoorDash's Merchant Terms of Use ("Merchant Terms"), available at https://www.doordash.com/merchant/merchant-terms. PLEASE READ THE TERMS CAREFULLY. Any reference to Merchant herein shall be deemed to include Merchant's affiliates.

Amendments to the Merchant Terms.

- All uses of the term "DoorDash Marketplace" in the Merchant Terms shall refer to either the Caviar Marketplace as
  defined in this Merchant Sign-Up Sheet or the DoorDash Marketplace, as applicable, and all uses of the term
  "Marketplace Orders" in the Merchant Terms shall refer to orders placed by Customers through the Caviar
  Marketplace or the DoorDash Marketplace, as applicable.
- 2. All uses of the term "DoorDash Platform" in the Merchant Terms shall refer to the Platform as defined in this Sign-Up Sheet.
- 3. All uses of the terms "DoorDash Drive", "Drive Term", "Schedule for Later Orders" and "Third Party Platform" and DoorDash Drive services in the Merchant Terms shall be null and void for purposes of this Agreement if Merchant is only signing up for the Caviar Marketplace.
- 4. All uses of the term "DoorDash Services" in the Merchant Terms shall mean either the Caviar or DoorDash food ordering services for delivery by a Dasher, or both, as applicable, or pick up by a Customer as described in this Sign-Up Sheet.

BY CREATING A DOORDASH ACCOUNT, YOU AGREE TO ACCEPT AND RECEIVE COMMUNICATIONS FROM DOORDASH, ITS AFFILIATED COMPANIES AND/OR DASHERS, INCLUDING VIA TEXT MESSAGE AND CALLS, TO THE TELEPHONE NUMBER YOU PROVIDED. SUCH COMMUNICATIONS MAY BE GENERATED BY AUTOMATIC TELEPHONE DIALING SYSTEMS WHICH MAY DELIVER PRE-RECORDED MESSAGES, INCLUDING BUT NOT LIMITED TO COMMUNICATIONS CONCERNING ORDERS PLACED THROUGH YOUR ACCOUNT ON THE SERVICES. MESSAGE AND DATA RATES MAY APPLY. IF YOU DO NOT WISH TO RECEIVE SUCH COMMUNICATIONS, YOU MAY OPT OUT OF SUCH COMMUNICATIONS. YOU MAY ALSO OPT-OUT OF RECEIVING TEXT MESSAGES FROM DOORDASH BY REPLYING "STOP" FROM THE MOBILE DEVICE RECEIVING THE MESSAGES.

THE MERCHANT TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, THE DISPUTE RESOLUTION SECTION OF THE MERCHANT TERMS SETS FORTH OUR

ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE THE DISPUTE RESOLUTION SECTION FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

The Merchant Terms also contain, among other things, warranty disclaimers, liability limitations, and use limitations. DoorDash may revise the Merchant Terms from time to time. The changes will not be retroactive, and the most current version of the Merchant Terms will be at https://www.doordash.com/merchant/merchant-terms. We will notify you of material revisions pursuant to the Merchant Terms. By continuing to access or use the DoorDash platform after those revisions become effective, you agree to be bound by the revised Merchant Terms.

#### 6. ELIGIBLE FRANCHISEES.

- 1. Any Eligible Franchisees operating a branded restaurant or store concept owned by Merchant may participate in the Caviar Marketplace and/or the DoorDash Marketplace, pursuant to the terms and conditions of this Agreement provided that the individual franchisee enters into an agreement in substantially the same form as the Supplemental Agreement attached hereto as Exhibit A. For purposes of this Agreement, an "Eligible Franchisee" means a franchisee of Merchant that has signed the Supplemental Agreement attached as Exhibit A. Unless the parties mutually agree otherwise in writing, all Merchant owned branded restaurant(s) and store concept(s) shall be included and subject to the terms hereunder.
- 2. From time to time during the Term, Merchant and DoorDash may desire to implement efficient enrollment processes that will enable Eligible Franchisees to participate in new DoorDash products, promotions or services and/or effect changes to the commercial terms pursuant to which DoorDash provides its services to such Eligible Franchisees ("Future Program Changes"). To the extent that Merchant is responsible for enrolling Eligible Franchisees to Future Program Changes, DoorDash agrees that Merchant may do so in the form of an opt-in, an opt-out, or similar mass sign-up system ("Enrollment Protocol"), provided that Merchant shall administer such Enrollment Protocol in compliance with applicable law and pursuant to its franchise agreements with the Eligible Franchisees. Furthermore, Merchant agrees to defend, indemnify, and hold DoorDash harmless from and against Losses with respect to claims of Eligible Franchisees arising out of or related to the Enrollment Protocol or the enrollment of such Eligible Franchisee to the Future Program Changes.
- 3. To the extent that DoorDash is responsible for enrolling Eligible Franchisees to Future Program Changes, Merchant agrees that DoorDash may do so in the form of an Enrollment Protocol, provided that DoorDash shall administer such Enrollment Protocol in compliance with applicable law. Furthermore, DoorDash agrees to defend, indemnify, and hold Merchant harmless from and against Losses with respect to claims of Eligible Franchisees arising out of or related to the Enrollment Protocol or the enrollment of such Eligible Franchisee to the Future Program Changes.

### 7. ENTIRE AGREEMENT AND EFFECTIVE DATE

By the signatures below, Merchant and DoorDash are entering a binding agreement, which includes and incorporates this Merchant Sign-Up Sheet, Appendix I, the Supplemental Agreement, the DoorDash Merchant Terms of Use (https://www.doordash.com/merchant/merchant-terms), and any Addenda signed by both Parties (collectively, this "Agreement"). The Agreement shall be considered confidential information of DoorDash, and Merchant will not disclose this Agreement to any third party. This Agreement is entered into as of the date last set forth below (the "Effective Date") between DoorDash, Inc. ("DoorDash"), and Merchant. This Agreement shall govern any orders Merchant fulfills on the DoorDash Platform and/or Caviar Platform whether or not signed. Capitalized terms used but not defined in this Sign-Up Sheet shall have the meanings ascribed to them in the Merchant Terms.

DoorDash, Inc. ("DOORDASH") Vibrant Tropical ("MERCHANT")

("DOORDASH")			
Name:		Name:	Tyler Drake
Title:		Title:	Owner
Date:		Date:	Feb 17, 2021
	APPEN PARTICIPATING ME		
	store(s) listed below are participating I agreement of the parties, which may		
LOCATION #1 NAME			
DBA NAME:			
ADDRESS	10292 Tall Oaks Cir		
•			

# (If Mx does not have any Eligible Franchisees, this sample section of Exhibit A can be disregarded.) EXHIBIT A

## Supplemental Agreement for Franchisees

This Supplemental Agreement for Franchisees ("Supplemental Agreement") between DoorDash and Franchisee is effective as of the Franchisee Effective Date stated below. Any other agreement between DoorDash and Franchisee related to the subject matter of the Agreement or this Supplemental Agreement is hereby terminated as of the Franchisee Effective Date. DoorDash and Franchisee agree as follows:

DoorDash, Inc. ("DOORDASH")	Franchisee Legal Name: DBA Name: ("Franchisee")			
Signature:	Signature:			
Name:	Name:			
<u>Title:</u>	Title:			
Date:	<u>Date:</u>			
Address: DoorDash, Inc. 303 2nd Street, South Tower, Suite 800 San Francisco, CA, 94107 Notices: legal@doordash.com	Address:			
Franchisee Effective Date: (MM/DD/YYYY)				
Number of participating Franchisee Stores: (See Appendix I)				

1. Agreement. Franchisee's franchisor ("Franchisor") has entered into a services agreement with DoorDash ("Agreement") attached hereto. The Agreement provides that Franchisee may elect to participate in DoorDash Services, provided that Franchisee executes this Supplemental Agreement. "DoorDash Services" as used herein means, individually or collectively, DoorDash Marketplace, DoorDash's white-label fulfillment product ("DoorDash Drive"), DoorDash's Caviar online marketplace platform ("Caviar Marketplace"), and/or any additional products, promotions, or other service(s) from DoorDash made available under the Agreement. Accordingly, to participate in DoorDash Services, Franchisee agrees to be subject to all terms and conditions of this Supplemental Agreement and all terms and conditions of the Agreement, as the same may be amended from time to time by DoorDash and Franchisor, which are incorporated into this Supplemental Agreement by reference. Franchisee agrees it has had the opportunity to review the Agreement. For clarity, unless otherwise indicated in this Supplemental Agreement or in the Agreement, all references to "Merchant" in the Agreement shall be deemed to include both Franchisor and Franchisee. For the avoidance of doubt, the limits set forth in the Limitation of Liability provision in the Agreement shall apply to Franchisee in the aggregate. All references to "Merchant Stores" shall be deemed references to Franchisee's stores ("Franchisee Stores"). Any other terms not otherwise defined herein shall have the definitions set forth in the Agreement. Under no circumstances shall anything in this Supplemental Agreement be construed to authorize Franchisee

to amend, modify or adjust the Agreement between DoorDash and Franchisor.

- 2. Eligible Franchisee. Franchisee represents that it is an "Eligible Franchisee" as defined in the Agreement. If Franchisee ceases to possess rights as a franchisee of Franchisor then, this Supplemental Agreement will terminate as soon as DoorDash is notified of such rights being lost. Either party may terminate this Supplemental Agreement upon seven (7) days prior written notice to the other party for any reason in its sole discretion. Termination of this Supplemental Agreement, for either of the above instances, will not be considered a breach of this Supplemental Agreement or the Agreement. Nothing in this Supplemental Agreement or the Agreement is intended to prevent DoorDash and Franchisee, if it becomes a former Eligible Franchisee, from entering into a new agreement following termination of this Supplemental Agreement.
- 3. Customer of Record. Franchisee will be solely responsible and liable to DoorDash to pay all Fees, payments, charges, and taxes associated with DoorDash Services, in addition to complying with Franchisee's other obligations under the Agreement and this Supplemental Agreement. "Fees" as used herein means Commission Rate, Order Fees, and/or any additional fee(s) as set forth in the Agreement or separately agreed to between the parties. Franchisee will be DoorDash's customer of record for DoorDash Services provided under this Supplemental Agreement. Any breach of this Supplemental Agreement or the Agreement by Franchisee will not be considered a breach by Franchisor of the Agreement.

#### 4. Payment Processing Agreements.

a. For payments associated with the DoorDash Marketplace, DoorDash Storefront, or app, DoorDash uses a payment processing service (currently, Stripe) to remit weekly payments to Franchisee. In order to facilitate this process, Stripe establishes a Merchant Stripe Connected Account on Franchisee's behalf. If Franchisee participates in the DoorDash Marketplace, Franchisee agrees to be bound by the Stripe Connected Account Agreement, which includes the Stripe Services Agreement ("Stripe Agreements"). The information provided below is necessary to establish Franchisee's Stripe Connected Account, and it can be updated at any time.

Payment Processing Information: Stripe Connected Account Representative's Name:	Banking Information: Account Number:
Stripe Connected Account Representative's Date of Birth (MM/DD/YY):	Routing Number:
Employer ID Number (EIN):	<del></del>

- b. For payments associated with DoorDash Drive, one of the following mechanisms apply: (i) Franchisee will pay the Fees by credit card or ACH at the time of ordering, or (ii) DoorDash will invoice Franchisee on a monthly basis and Franchisee will pay the invoice by the Payment Date (as defined in the Agreement). Franchisee is responsible for the cost of tolls between Franchisee and the customer, for which DoorDash will invoice Franchisee in accordance with this Supplemental Agreement and the Agreement. Except as expressly set forth in this Supplemental Agreement and the Agreement, each party is responsible for its own costs.
- c. For payments associated with Franchisee's participation on the Caviar Marketplace, DoorDash uses a third party payment processing service to remit payments to Franchisee on a regular cadence. In order to facilitate this process, Franchisee must set up direct deposit through the Caviar payment processor. DoorDash reserves the right to change its payment processor at any time during the Term and Merchant will provide DoorDash with any information required to set up a payment account with such alternate payment processor.
- d. For payments associated with Franchisee's participation in DoorDash

- Storefront, (only if Storefront services have been purchased by Franchisee), DoorDash will withhold the Storefront Fees from Franchisee as set forth in the Storefront Order Addendum from Franchisee's proceeds via Franchisee's Stripe account. Merchant acknowledges it is required to have a Stripe account for its payments processing services.
- **5. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Supplemental Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the resulting award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This arbitration agreement explicitly supersedes any and all different or contradictory terms included in the Agreement.
- **6. Term and Termination**. This Supplemental Agreement shall commence on the Franchisee Effective Date and will expire upon the earlier of: (a) the date of the expiration or termination of the Agreement; or (b) the date this Supplemental Agreement is terminated pursuant to Section 2 above.
- **7. Notices.** Notices under this Supplemental Agreement to each party shall be sent to the respective location and contact set forth above.
- **8. Entire Agreement**. This Supplemental Agreement, including the incorporated Agreement, sets forth the entire agreement between DoorDash and Franchisee with respect to the subject matter hereof. This Supplemental Agreement supersedes and replaces in its entirety any agreement entered into between DoorDash and Franchisee for the Franchisee Stores prior to the Franchisee Effective Date.

# APPENDIX I PARTICIPATING FRANCHISEE STORE(S)

The parties agree that Franchisee Store(s) listed below are participating in this Supplemental Agreement. Participating Franchisee Store(s) may be added at any time by mutual agreement of the parties, which may be manifested by an exchange of emails.

If there are more than 10 participating Franchisee Stores, please provide a CSV of all the participating Franchisee Stores instead.

DBA NAME:			
ADDRESS:			
LOCATION #2			
DBA NAME:	 		

TAX
TAX
TAX
TAX
TAX
TAX

LOCATION #8		
DBA NAME:		
ADDRESS:		
(If Different)		
ACCOUNT NO	ROUTING No	TAX
LOCATION #9		
DBA NAME:		
ADDRESS:		
(If Different)		
ACCOUNT NO	ROUTING No	TAX
LOCATION #10		
DBA NAME:		
ADDRESS:		
(If Different)		
ACCOUNT NO	ROUTING No	TAX
I.D		

## MERCHANT TRIAL ADDENDUM

(United States)

This Merchant Trial Addendum ("Addendum") amends the Merchant Sign-Up Sheet, as applicable ("Agreement") between the parties, and is effective as of the activation date of the Merchant Store on the DoorDash Platform and/or Caviar Platform ("Trial Effective Date"). All capitalized used herein and not otherwise defined shall have the same meanings as in the Agreement.

1. Merchant agrees to sign up for this Merchant Trial Addendum as indicated below:

As of the Trial Effective Date, the DoorDash Trial Commission Rate is 0%, which will apply to all Program(s) activated by Merchant under this Addendum. In 30 Days **from the Trial Effective Date**, unless the Merchant has terminated this Addendum by delivering written notice to DoorDash, the DoorDash Commission Rate(s) will automatically increase to the rate(s) set forth within Section 3 of the Agreement.

- 2. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.
- **3. No Other Changes.** Except as specifically set forth herein, there are no other modifications to the Agreement and all obligations outlined in the Agreement are in full force and effect.

By the signatures below, Merchant and DoorDash are entering a binding agreement. This Addendum is entered into effect as of the date last set forth below (the "Effective Date") between DoorDash, Inc. ("DoorDash"), and Merchant.

DoorDash, Inc. ("DOORDASH")	("MERCHANT")
Print Name:	Print Name: Tyler Drake
Title:	Title: Owner
Date:	Date: Feb 17, 2021