

Delivery Pricing & Entire Agreement

Food Subtotal	Delivery Fee	*Minimum Billable Tip
Less than \$1,000.00	\$30.00	5.00%
More than \$1,000.00	\$50.00	5.00%

Delivery pricing is valid for 30-days from proposal send date and locked in upon signature.

*Minimum Billable Tip: \$10.00 for subtotals under \$200.00; 100% of tips go to the driver.

** NYC Deliveries: \$5.00 surcharge for subtotals of \$500.00 or less.

Customer agrees to pay the Company weekly via ACH, per the fee structure above, on net seven (7) terms. If ACH info is not provided, Customer must keep a credit card on file. If payment is not received within three (3) business days of the due date, the card will be charged the amount due plus a 3.00% processing fee. A late fee—the greater of 0.50% per week or \$20.00—will apply; credit card fees also apply. A \$35.00 fee will be charged for all returned payments.

1. **Tips:** 100% go to the Driver.
2. **Mileage Fees:**
Non-New York City:
First 10-miles are included. \$1.00 per mile (10–20 miles). \$3.00 per mile (20+ miles)
New York City:
First 2-miles are included. \$1.00 per mile (2–5 miles). \$3.00 per mile (5–10 miles).

Long-Distance Terms (20+ miles): No Liability for cold food or delivery delays and Company may decline based on logistics or availability.

3. **Tolls:** Paid by Customer- between Customer location and Customer's guest location.
4. **Re-Delivery:** \$20.00 if Driver must return due to missing items at pickup.
5. **Wait Time:** The first 15-minutes after the scheduled pickup time are free. If the Driver waits more than 15-minutes for the Customer to hand off the Order, a \$1.00 per minute charge applies for all time beyond the initial 15-minutes.
6. **Additional Driver:** \$50.00, only when requested by Customer- for large orders.
7. **API Fee:** \$0.50 for self-delivery Orders sent via API not fulfilled by Company.
8. **Same-Day Cancellation:**
 - a. Cancellation made by Customer more than 1 hour before scheduled pickup: Full refund of delivery fee.
 - b. Cancellation made by Customer less than 1 hour before scheduled pickup: No refund; delivery fee and tips charged to Customer.
9. **Fee Adjustments for Order Issues, per order:**

Refund Matrix

Late Deliveries	Fee Adjustment
Delivery is made 31-45 minutes after the scheduled time.	The Delivery Fee will not be paid to the Company for such Order.
Delivery is made 45-60 minutes after the scheduled time.	The Delivery Fee will not be paid to the Company for such Order. 10% of such Order subtotal will be deducted from the total Fees due to the Company for such pay period.
Delivery is made 60+ minutes after the scheduled time or Driver fails to pick-up the order or does not deliver the order while it is in the driver's possession.	The Delivery Fee will not be paid to the Company for the Order. 20% of such Order subtotal will be deducted from the total Fees due to the Company for such pay period.

Catering Delivery Terms and Conditions

THIS SERVICES AGREEMENT ("Agreement"), date which banking information was shared by Customer, is made by and between dlivrd LLC ("Company"), a Pennsylvania Limited Liability Corporation, and H&H Bagels ("Customer").

WHEREAS the Customer is in the business of providing food orders to its clients; WHEREAS the Company is in the business of providing a technology platform connecting with independent contractor Drivers(s); WHEREAS the Customer desires to contract with the Company whereby the Company will coordinate the Customer's Food Orders to the Customers clients.

NOW THEREFORE, in consideration of the above premises and the covenants contained herein, the parties agree to as follows:

1. **Scope of Services:** The Company agrees to provide the following Services to the Customer under the following conditions:

A. Vehicle and Drivers

- i. The Company shall make available to the Customer enough licensed drivers (each, a "Driver") capable of transporting Customer's food orders (each, an "Order").
- ii. The Driver is responsible for all gas, meters, tickets, and other vehicle-related costs.
- iii. The Driver and Company shall carry necessary vehicle and general liability insurance per industry standards (not less than \$1,000,000.00 coverage and naming the Customer as an insured). Upon request, the Company shall provide a certificate of insurance upon execution of this Agreement, meeting the requirements of this Section 1(a)(iii).

B. Delivery Procedure

- i. **Order Entry:** Customer shall notify via integration and/or Company web portal and provide a “Delivery Task” listing:
 - i. Pickup Location
 - ii. Pickup Time
 - iii. Delivery Location
 - iv. Delivery Contact Information (Name, Number, and any additional information)
 - v. Delivery Details (Order Number, Food Sub-Total, and Tip)
- ii. **Delivery:** The Driver will arrive at the Customer’s location by the scheduled pickup time to receive each Order. At each delivery destination, the Driver will unpack and set up the contents of the Order, referencing:
 - i. Delivery Contact Information (Name, Number, and any additional information)
 - ii. Delivery Details (Order Number, Food Sub-Total, and Tip) and at each delivery destination, the Driver will unpack and set-up the contents of the Order.
 - iii. Company is responsible for conducting themselves in a polite and professional manner.

2. **Term.** This Agreement is for two (2) years and auto-renews for one (1) year. Either party may terminate at any time, for any reason, with written notice—effective immediately and at no cost. Sections 4, 5, 6, and 11 survive termination. Customer may terminate immediately for material breach.

3. **Client Personal Identifiable Information (PII).** The Company agrees all shared data is private and sensitive and shall be used only for deliveries under this Agreement and disclosed only as necessary.

4. **Indemnification. A.** Each party shall indemnify and hold harmless the other, including its directors, officers, employees, and agents, from all claims, damages, expenses (including attorneys’ fees), or liabilities for personal injury (including death), property damage, or any third-party claims arising from acts or omissions by its employees, contractors, or agents. **B.** The Company shall indemnify and hold harmless the Customer from all losses arising from misuse of Client PII.

5. **Non-Exclusive.** This Agreement is non-exclusive; both parties may contract with others.

6. **Non-Disparagement.** Unless required by law or authority, neither party shall make or publish derogatory statements or take actions likely to harm the other’s reputation, goodwill, or business.

7. **Independent Contractor.** At all times in this agreement the Company is an independent contractor. It and its personnel shall not be considered employees, agents, or partners of the Customer.

8. **Confidentiality of Terms.** Customer agrees all pricing, rates, and terms are confidential and proprietary to dlvrd. Disclosure to third parties—including clients or competitors—requires prior written consent from dlvrd. Breach is material and may result in suspension, termination, or legal remedies.

9. **Assignment.** The Company may assign this Agreement only with prior written Customer consent, not unreasonably withheld.

10. **Waiver.** Waiver or modification of any term does not affect other terms or future enforcement.

11. **Severability.** If any provision is found illegal or unenforceable, it shall be removed, and the remainder shall stay in effect.

12. **Governing Law and Venue.** This Agreement is governed by the laws of Pennsylvania. All legal actions shall be brought exclusively in federal or state courts in Philadelphia County, Pennsylvania, and both parties consent to their jurisdiction.

13. **Force Majeure.** Neither party is liable for delays or failures caused by events beyond reasonable control, including natural disasters, war, terrorism, civil unrest, government actions, labor disputes, epidemics, pandemics, power outages, or third-party failures. The affected party must promptly notify the other and make reasonable efforts to resume performance. If the event continues over 60 days, either party may terminate by written notice.

14. **Marketing and Publicity.** Customer agrees to consider mutually beneficial marketing with dlvrd, such as case studies, co-branded content, social media features, or events. dlvrd may use Customer's name and logo in general marketing, provided it is reasonable and not misleading. Features with commentary, results, or endorsements require prior coordination.

15. **Entire Agreement.** This Agreement is the full understanding between the parties and replaces all prior oral or written agreements.

16. **Amendment.** This Agreement may only be amended in a writing signed by both parties.

Company will provide a detailed weekly delivery and fee summary each Monday for the subsequent week. Billing inquiries should be sent to accounting@dlvrd.io. Store participation will be mutually agreed upon by Company and Customer.