

Delivery Pricing

Food Subtotal	Delivery Fee	*Minimum Tip
\$0.01 > \$299.99	\$ 25.00	\$ 12.00
\$300.00 > \$499.99	\$ 30.00	\$ 15.00
\$500.00 > \$699.99	\$ 55.00	\$ 20.00
\$700.00 > \$999.99	\$ 60.00	\$ 22.00
\$1,000.00 +	\$ 80.00	\$ 35.00

*** Minimum Tip: If the end-user's tip is below Minimum Tip amount, Merchant to cover the difference between end-users tip amount and Minimum Tip amount. 100% of tips go to the driver.**

In return for our Services, the Customer will agree to pay the Company (via weekly invoice) pursuant to the fee structure listed above (each, a "Fee") on a net seven (7) basis via ACH. A twenty-six percent (26%) annual interest rate, or one half of one percent (0.50%), per week, late fee shall be assessed from the original amount due.

a. Tips = 100% to Driver

b. Mileage:

1. Non New York City: The first 10 miles are free. A \$1.00 per mile fee is assessed (rounded up) after 10-miles; maximum 20-miles.
2. New York City: The first 5-miles are free. A \$1.50 per mile fee is assessed (rounded up) after 5 miles; maximum 10-miles.

c. Tolls: Any tolls incurred during delivery are paid by Customer.

d. Re-Delivery: \$20.00 to return to the Customer location if the Customer does not include all the contents when Driver initially picks up the Order.

e. Wait Time (Time Drivers Are Waiting for Customer to Handoff Orders): The first 15-minutes of wait time (after scheduled pickup time) incur no charge, while waits which exceed 15-minutes are subject to an additional charge of \$1.00 per minute.

f. Additional Driver: \$50.00 – Applicable when a larger order and an extra driver for Order is requested by Customer.

g. All Drivers are independently contracted by the Company, and the Customer bears no responsibility for the compensation for tax withholding of any Driver.

h. Company and Customer may upon mutual written agreement temporarily modify the rates for delivery. i.

Fee Adjustments for Order Issues. In the event of an Order issue caused by the Company or Driver(s), Company will make the following adjustments to the Fees applicable to such 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. 10% of such Order subtotal will be deducted from the total Fees due to the Company for such pay period.
Delivery is made 46-60 minutes after the scheduled time.	The Delivery Fee will not be paid to the Company for such Order. 30% 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. 100% of such Order subtotal will be deducted from the total Fees due to the Company for such pay period.
Missing Order item(s)	Adjustment
Driver does not deliver full order	Company will cover 100% of missing items due to driver error

Catering Delivery Terms and Conditions

THIS SERVICES AGREEMENT ("Agreement"), dated May 30, 2024, is made by and between dlivrd LLC ("Company"), a Pennsylvania Limited Liability Corporation, and Michael Cecchini ("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 Customer's 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 a sufficient number of 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 any other costs associated with operating the vehicle.
- iii. The Driver and Company will carry all necessary vehicle, general liability with industry standards (but not less than a minimum of \$1,000,000.00 of coverage and naming the Customer as an insured) and will meet or exceed state and federal minimums. Company shall provide a certificate of insurance to Customer upon execution of this Agreement meeting the requirements in this Section 1(a)(iii).

B.Delivery Procedure

i.**Order Entry.** Customer shall notify via integration and/or Company web portal, and shall provide the Company a "Delivery Task," which shall list:

- 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)



Catering Delivery Terms and Conditions Cont.

ii. **Delivery.** On each Delivery, the Driver will arrive at the Customer's location by the established pick-up time in order to receive each Order for packing in the Delivery Vehicle.

iv. Delivery Contact Information (Name, Number and Any Additional information)

v. Delivery Details (Order Number, Food Sub-Total, and Tip)

ii. **Delivery.** On each Delivery, the Driver will arrive at the Customer's location by the established pick-up time in order to receive each Order for packing in the Delivery Vehicle

i. At each delivery destination, the Driver will unpack and set-up the contents of the Order.

C. The Company is responsible for conducting themselves in a polite and professional manner.

2. Term. This agreement shall be for a period of two (2) years and auto-renew for one (1) year thereafter.

Either party may terminate the Agreement at any time for any reason, at no cost to the other party, by providing written notice to the other party, which will be effective immediately. Sections 4, 5, 6, and 11 shall survive termination of the Agreement. If there is a material breach, the Customer may terminate This Agreement with no notice.

3. Client Personal Identifiable Information (PII) Responsibility. The Company agrees that all data shared during this agreement is private and sensitive in nature. The information should only be conveyed as necessary and only used for deliveries pursuant to this Agreement.

4. Indemnification.

a. Each party shall indemnify and hold harmless the other party, and its and their directors, officers, employees and agents from and against all claims, actions, damages, expenses (including reasonable attorneys' fees) losses or liabilities for personal injury (including death) or real and/or tangible property damage, or any other third-party claim, arising out of acts or omission to act under this Agreement, of employees, contractors or agents of the indemnifying party.

b. The Company shall indemnify and hold harmless the Customer from and against all Losses arising from the Company's misuse of any PII belonging to Clients.

5. Non-Exclusive. This Agreement is not an exclusive agreement as both parties are free to contract with any other party.

6. Non-Disparagement. Except as otherwise required by law, any court order, or pursuant to government authority, the parties shall not make, publish or disseminate any derogatory statements or comments about the other party or take any action which a reasonable person would expect would impair the goodwill, business reputation or good name of the other party.

7. Independent Contractor. At all times related to this Agreement, the Company shall be deemed and considered an independent contractor. At no time shall the Company or any of its employees, contractors, or agents be construed, represented, or held out to be a partner, associate, employee, agent, or representative of Customer.

8. Assignment. The Company may assign this Agreement only with the prior consent of the Company, which shall not be unreasonably withheld.

9. Waiver. The waiver or modification of, or failure to insist on, any term or condition shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of the right to performance of any such term or terms.

10. Severability. If any provision or part of this Agreement shall be declared illegal, void, or unenforceable, it shall not affect the validity of the remaining provisions, and such illegal, void or unenforceable portion shall be rescinded and deleted as if it had never been a part hereof, and all other provisions shall continue in full force and effect.



11. Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Pennsylvania. Each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in and subject to the exclusive jurisdiction of the federal and state courts of the State of Pennsylvania located in Philadelphia County and each such party hereby consents to the jurisdiction of the aforesaid courts.

12. Use of name and logo. Company may use Customer's name and logo to identify Customer as a customer of Company as long as Customer is using Company's services.

13. Entire Agreement. This Agreement sets out the complete and entire understanding of the parties with respect to the subject matter hereof, and modifies and supersedes any prior agreements, written or oral, regarding the subject matter.

14. Amendment. This Agreement may be amended only in writing and executed by both the parties hereto.

Company will provide a detailed summary of deliveries and fees every Monday for the subsequent week's deliveries. Billing questions to be directed to [:accounting@dlivrd.io](mailto:accounting@dlivrd.io).

Company and Customer to mutually

agree to which location(s) use Company services; each store and/or Franchisee to be billed separately.