

ScooterTreats Merchant / Vendor Terms of Agreement

Last modified date: 02-06-2020

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) EXECUTING AN ORDER FORM OR ADDENDUM THAT REFERENCES THESE TERMS, MERCHANT AGREES TO THE TERMS OF THIS AGREEMENT.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERM "MERCHANT" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

SECTION 17 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT THE PARTIES HAVE AGAINST EACH OTHER ARE RESOLVED. INCLUDING WITHOUT LIMITATION A MANDATORY ARBITRATION PROVISION.

1. GENERAL.

These ScooterTreats Merchant/Vendor Terms and Conditions ("Terms") are hereby accepted and agreed to by the company identified within the ScooterTreats sign-up process ("Merchant or "You"), and constitute a legally binding agreement by and between Merchant and ScooterTreats ("ScooterTreats" or "Company" which is a wholly owned subsidiary of Green Scooter Proprietary Limited ("Scooter")). Upon acceptance of these Terms, Merchant may request access to the Marketplace, Non-Delivery, or Merchant Managed Delivery Sales Channels (each a "Sales Channel" as described in more detail herein) and/or product services such as Promotions Tools. Such request shall indicate Merchant's acceptance of any applicable Sales Channel terms (each a "Sales Channel Addendum") and/or terms for additional product services (a "Product Addendum"). These Terms may be subject to and/or incorporate the ScooterTreats Order Form ("Order Form"), and/or applicable Product or Sales Channel Addenda (these Terms and any such Order Form or any such Addendum collectively, the "Agreement") or Terms of Use. Merchant's access to and use of the ScooterTreats Services and ScooterUtilities (as defined below) is subject to the Agreement and may be modified or updated by ScooterTreats/Scooter from time to time, effective upon posting an updated version of these Terms and/or an applicable Product or Sales Channel Addendum on the Scooter website. Merchant is responsible for updating contact information and regularly reviewing the Terms and any applicable Product or Sales Channel Addendum for updates and information from ScooterTreats/Scooter. Continued use of the ScooterTreats Services after any such modifications or updates shall constitute Merchant's consent to such changes. Capitalized terms used but not otherwise defined in the Terms shall have the respective meanings ascribed to such terms in the applicable Order Form, Product or Sales Channel Addendum.

2. SERVICES.

2.1. Items and Services.

ScooterTreats and its affiliates make available certain proprietary technology services that facilitate the marketing, sale and fulfillment of orders for Restaurant Items (as defined below) and other products (collectively, "Items") from Merchant to Customers (as defined below), including on-demand lead generation, payment processing, marketing, advertising and promotional services, proprietary information services, onboarding, operational and other support services ("ScooterTreats Services").

"Restaurant Items" are defined as foods and beverages that are typically sold by restaurants in a form intended for immediate consumption on-premises, for take-out, and/or delivery. Merchant may be required to sell non-Restaurant Items via a unique electronic storefront ("Additional Items Storefront"). ScooterTreats shall retain sole discretion whether an Item constitutes a non-Restaurant Item and whether Merchant is required to sell such Items via an Additional Items Storefront.

If Merchant is eligible to offer the sale and fulfillment of alcoholic beverages through specified Sales Channels in designated South African Provinces ("Alcohol Items"), Merchant's sale of Alcohol Items via the ScooterTreats Services shall be subject to the Terms of Use for Alcohol Sales ("Alcohol Terms") [available here](#), as well as any Sales Channel Specific Terms.

The definition of Items shall include Alcohol Items as applicable and referenced within the Agreement. If any conflict between these Terms and the Alcohol Terms, the Alcohol Terms shall govern with respect to Alcoholic Items and these Terms shall govern with respect to Items.

2.2. Merchant Technology.

In connection with the ScooterTreats Services, ScooterTreats and its affiliates may also make available to Merchant a website, mobile application or other technology interface for Merchant to access and use the ScooterTreats Services (collectively, the "ScooterUtilities"), which may include ScooterTreats's and its affiliates' proprietary technology platform referred to as Restaurant Manager, through which insights and analytics regarding Merchant's performance and history using the ScooterTreats Services are provided, and ScooterTreats and its affiliates' proprietary technology platform referred

to as Restaurant Dashboard, through which Merchant may, among other things, receive, accept and fulfill requests for Items from Customers.

2.3.ScooterTreats App.

ScooterTreats and its affiliates may also make available to Customers its proprietary technology that enables Customers to purchase Items from Merchant and request delivery services for said Items from Delivery People (as defined below), who retrieve such Items from Merchant and deliver such Items to such Customers ("*ScooterTreats App*"). Delivery People are independent contractors, and as such, they **reserve the right to refuse** to accept any Item in their **sole discretion**.

2.4.Sales Channels.

Merchant may request access to sell and deliver Items via various services provided by ScooterTreats: Marketplace, Non-Delivery, and Merchant Managed Delivery (each, a "*Sales Channel*" described in more detail below). By electing to use a Sales Channel, Merchant agrees to accept any relevant Sales Channel Addenda as follows:

2.4.1.MARKETPLACE: Merchant may sell Items through the "*Marketplace Sales Channel*," whereby Merchant's Items are presented in the ScooterTreats App to Customers who access and request on-demand delivery services provided by Delivery People as defined herein. On-demand also means "scheduled deliveries" for other merchants who have their own modus operandi which Scooter needs to factor in when selling items on its various Sales Channels.

2.4.2.NON-DELIVERY: Merchant may sell Items through the "*Non-Delivery Sales Channel*," whereby Merchant's Items are presented on the ScooterTreats App to Customers for pick-up at Merchant's Location (i.e., without the use of a Delivery Person). For the avoidance of doubt, the provisions relating to Delivery People in the Terms will not apply to the sale of Items through this Non-Delivery Sales Channel.

2.4.3.MERCHANT MANAGED DELIVERY: Merchant may sell Items through the "*Merchant Managed Delivery Channel*," whereby Merchant's Items are presented on the ScooterTreats App to Customers who access and request on-demand delivery services provided by Merchant Managed Delivery Staff (i.e., employees, contractors, workers or agents of Merchant who provide delivery

services on Merchant's behalf, arranged independently of ScooterTreats). Additional Merchant Managed Delivery Sales Channel Addendum terms apply.

2.5.Product Services.

2.6.VIRTUAL STOREFRONT: ScooterTreats may provide Merchant with a separate and additional electronic storefront within the ScooterTreats App ("*Virtual Storefront*") through which Merchant may sell Special Items (as defined in the VS Product Addendum) to Customers.

3. ScooterTreats OBLIGATIONS.

3.1.ScooterTreats Services.

Subject to the terms and conditions of this Agreement, ScooterTreats and its affiliates will make available the applicable ScooterTreats Services to Merchant, solely for use by Merchant at locations that are owned and operated by Merchant (each, a "*Location*"). Merchant shall provide ScooterTreats current and accurate Location information throughout the Term of this Agreement. In connection with the provision of ScooterTreats Services to Merchant, ScooterTreats and its affiliates, on behalf of Merchant, may respond to complaints by Merchant's customers ("*Customers*") about Items sold by Merchant via the ScooterTreats App. In addition, ScooterTreats may make available certain ScooterUtilities to Merchant, and Merchant may access and use those ScooterUtilities solely in connection with Merchant's use of the ScooterTreats Services. For the avoidance of doubt, as between Merchant and ScooterTreats, ScooterTreats will retain sole and absolute control over the ScooterTreats App (and all elements of the user experience and user interface relating to the Eats App), including with respect to: (i) the personalization of the ScooterTreats App for Customers; (ii) the prioritization and display of options available to Customers; (iii) the search functionality and results provided to Customers; (iv) the order fees charged to Customers for the delivery services provided by Delivery People; and (v) adding, removing or otherwise modifying any feature or functionality made available through the ScooterTreats App to optimize reliability or efficiency on the ScooterTreats App.

3.2.Technology, Not Delivery, Services.

Merchant agrees neither ScooterTreats nor its affiliates provide any delivery services. Rather, ScooterTreats provides technology services that both (i) enable Merchant to connect with Customers who may purchase Items from Merchant and (ii) enable Delivery

People to seek, receive and fulfill on-demand requests for delivery services by or on behalf of Customers seeking delivery services. Delivery People perform their delivery services for (and are paid by) the Customers, and **not Merchant**. "Delivery Person" is defined as an independent contractor that intends to seek, receive and fulfill on-demand requests for delivery services using ScooterTreats's proprietary technology under license from ScooterTreats or its affiliates.

4. MERCHANT OBLIGATIONS.

4.1. Availability of Items.

Merchant will make Items available for purchase through the ScooterTreats App ("Available Items") during its normal business hours and ensure the Available Items menu is accurate. Merchant will prepare, handle, store, label and package all Items in accordance with applicable laws and regulations, including without limitation all laws, rules and regulations governing time or temperature controls required for food safety ("Food Safety Standards") and, if applicable, all applicable laws, rules, and regulations for the handling and labeling of Alcohol Items ("Alcohol Safety Standards"). Merchant will determine any quality, portion, size, ingredient or other criteria that apply to Items ("Criteria") and Merchant is responsible for ensuring that all Items meet the applicable Criteria. If Merchant fails to prepare or supply Items in accordance with Food or Alcohol Safety Standards or if any Item fails to meet the Criteria (each, a "Substandard Item"), ScooterTreats may, in its sole discretion, remove such Item from the ScooterTreats App. Items that contain (or may contain) an endangered species may not be made available for purchase through, and will be removed from, the ScooterTreats App. Merchant represents and warrants that all nutritional information for Items, including calorie count or allergen information, that is made available through the ScooterTreats App is, and at all times will remain, accurate. In addition, Merchant will ensure that the contents of its menu includes each Items Criteria (including any notifications about ingredients, nutritional information, allergen information, alcoholic content (if applicable), etc.) are accurate and comply with all applicable laws and regulations.

4.2. Item Responsibility.

Merchant acknowledges and agrees that neither ScooterTreats nor the Delivery Person takes title to any Item at any time. Notwithstanding, Merchant shall be responsible for any reimbursement costs related to Customer refunds for Substandard Items or other related issues within Merchant's control (including any costs associated with retrieving any such

Substandard Items or otherwise unsatisfactory Item(s), if applicable)), including by way of example, missing or incomplete Items, Items not cooked thoroughly, and Items not prepared in accordance with Merchant's internal standards. ScooterTreats may, in its sole discretion, deduct reimbursement costs from the payment ScooterTreats remits to Merchant in accordance with this Section 4. To the extent required by applicable law, and only for the purpose of the expedited provision of Items, Items are sold to Customers under Merchant's retail and food delivery license privileges.

4.3.Devices.

If ScooterTreats supplies a tablet or other mobile device ("*Device*") to Merchant to use in connection with the availability of Items via the ScooterTreats App, Merchant agrees that: (i) Device(s) may only be used for the purpose of accepting orders via the ScooterTreats App, and (ii) Device(s) may not be transferred, loaned, sold or otherwise provided in any manner to any third party. Devices(s) will at all times remain the property of ScooterTreats and/or its affiliates, and upon expiration or termination of the Agreement, or the extended absence of all of Merchant's location(s) from the ScooterTreats App for longer than forty-five (45) days, Merchant will return all applicable Device(s) to ScooterTreats within ten (10) days. If Merchant receives a wireless data plan for the Device, ScooterTreats may require a weekly reimbursement Merchant for the costs associated with the wireless data plan of each applicable Device. Merchant agrees that the loss or theft of a Device, the failure to timely return a Device, or any damage to a Device outside of normal wear and tear, may result in a fee ("*Damage Fee*"). Merchant agrees that ScooterTreats may deduct the reimbursement or Damage Fee from the Item Revenue prior to remittance of such Item Revenue to Merchant.

4.4.Use Restrictions.

In connection with the access to and use of the ScooterTreats Services and ScooterUtilities, Merchant will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms used to provide the ScooterTreats Services (except to the extent applicable law prohibits reverse engineering restrictions); (ii) provide, lease, lend, disclose, or otherwise use or allow others to use, in each case, for the direct benefit of any third party, the ScooterUtilities or ScooterTreats Services (except as otherwise authorized by ScooterTreats); or (iii) possess or use, or allow the transfer, transmission, export, or re-export of any software or portion thereof in violation of any export control laws or regulations administered by the South African Revenue Services (SARS), Department of

Trade and Industry, or any other government agency. Merchant will not (and will not allow any third party to) use the ScooterTreats Services or any other transactional, operational, performance or other data or information that is related to the sale of Items to Customers through the ScooterTreats App to directly or indirectly compete with ScooterTreats or its affiliates or the ScooterTreats Services.

4.5.Item Restrictions.

The following restricted Items may not be featured or sold via the ScooterTreats App: people or animals of any size, illegal items, fragile items, dangerous items (like weapons, explosives, flammables, etc.), stolen goods, items containing endangered species or any items that Merchant does not have permission to offer. ScooterTreats may remove from—or otherwise limit your ability to post to—a Merchant’s ScooterTreats menu any Items ScooterTreats deems prohibited or inappropriate. For clarity, alcohol is only permitted on the ScooterTreats App if Merchant has agreed to ScooterTreats’s separate Alcohol Order Form for specified Regions and through specific Sales Channels.

ScooterTreats may restrict the sale of Items via the ScooterTreats App based on physical attributes of such Items (e.g., weight (per Item or in aggregate), height, shape, or appropriateness for delivery).

4.6.Gratuities.

For the sale of Items via the Non-Delivery and Merchant Managed Delivery Sales Channels, unless otherwise selected by Merchant, Merchant agrees to allow Customers to provide gratuities through the ScooterTreats App. ScooterTreats shall remit to Merchant the full value of any gratuities provided by Customers. It is the sole responsibility of the Merchant to comply with all applicable laws (including tax, gratuity, and employment laws where applicable) regarding the distribution of any gratuities.

5. FEES AND TAXES.

5.1.Fees; Calculation.

For each Item sold by Merchant via the ScooterTreats App, Merchant will pay ScooterTreats as follows: the Retail Price (as defined below) of all Items that Merchant sells via the ScooterTreats App (excluding any Sales Tax collected on Merchant's behalf) multiplied by the applicable fee percentage for the Sales Channel used to sell each such Item ("Fee"). The Fee does not include any applicable taxes. ScooterTreats will remit to Merchant the total Retail Price collected for all Items Merchant sells via the ScooterTreats App (including any Sales Taxes collected on its behalf) less: (a) the applicable retained Fee; and (b) any refunds given to Customers (such final remitted amount being "Item Revenue"). All Item Revenue that is duly owed to Merchant will be remitted within fourteen (14) business days of the sale of the Item. Subject to the foregoing, ScooterTreats will typically make such payment on a weekly basis.

Unless otherwise agreed to by the parties or modified by requirement of applicable laws or regulations, the Fee shall be calculated as follows:

- i) MARKETPLACE SALES CHANNEL: ScooterTreats will charge Merchant a fee percentage of 15% for each Item sold via the ScooterTreats App through the Marketplace Sales Channel;
- ii) NON-DELIVERY SALES CHANNEL: ScooterTreats will charge Merchant a fee percentage of 10% for each Item sold via the ScooterTreats App through the Non-Delivery Sales Channel;
- iii) MERCHANT MANAGED DELIVERY SALES CHANNEL: ScooterTreats will charge Merchant a fee percentage of 15% for each Item sold via the ScooterTreats App through the Merchant Managed Delivery Sales Channel. Further, ScooterTreats will charge Merchant a Fee of 15% for each Item sold via the ScooterTreats App through the Marketplace Sales Channel.
- iv) DELIVERY COSTS ON SALES CHANNELS: ScooterTreats App charges a R40 Delivery Charge for goods sold by the Merchant and delivered to the Consumer. The delivery locations are limited to areas agreed to upon sign-up between the Merchant and ScooterTreats.

If required by applicable law or regulation, ScooterTreats may adjust the Fee. Such adjustment may apply only to certain Items such as Alcohol Items. All Fees under this Agreement will be paid in South African Rands (ZAR). ScooterTreats or its affiliates will deduct the Fee from the payment ScooterTreats collects on Merchant's behalf, as detailed in Section 5.3 below. ScooterTreats reserves the right to suspend Merchant's ability to make Items available for purchase by Customers through the ScooterTreats App if Merchant's account is in arrears. If you are paid for an Item, you are responsible for the Fee even if a Delivery Person is unable to complete the delivery of such Item. Except as may be expressly agreed in this Agreement, each party will be responsible for its expenses and costs during its performance under this Agreement.

5.2.Activation Fee.

Unless otherwise agreed to by the Parties, in consideration of ScooterTreats's work to activate Merchant on the ScooterTreats App, Merchant will pay to ScooterTreats a Fee of R1 000.00 ("*Activation Fee*"). Merchant agrees that ScooterTreats may deduct the Activation Fee from Merchant's Item Revenue.

5.3.Subscription Fee.

Unless otherwise agreed by Parties, ScooterTreats seeks to add value to its platform for Merchants through a Subscription Model being applied to the platform. This model seeks to ensure that the Merchant gets as much opportunity to reach the ScooterTreats end-user as frequently as possible to generate sales and to keep the Merchant Top of mind. The Subscription Fee of R500.00 ("*Subscription Fee*") per month which will be deductible on the revenue generated by the Merchant at the end of every month. Merchant agrees that ScooterTreats may deduct the Subscription Fee from Merchant's Item Revenue.

The benefits that the Merchant will be getting from the platform's Subscription Fee are frequent:

- 5.3.1.SMS Communication;
- 5.3.2.Email Communication;
- 5.3.3.Social Media Communication;

5.4.Retail Prices; Taxes.

ScooterTreats Services connect you with Customers who wish to purchase your Items. You are the "merchant", "retailer", or "seller" of all Items to be made available for sale via the ScooterTreats App. As such, you are responsible for determining and setting the retail price for each Item (the "*Retail Price*"), and you are ultimately responsible for the collection and remittance of all applicable Sales Taxes, where required under applicable

law. The term "Sales Tax" includes any sales, sellers use, transaction privilege, privilege, general excise, gross receipts, and similar transaction taxes, as well as any bottle, bag, plastic, or other similar fees. For the sake of clarity, the Retail Price for each Item excludes separately stated Sales Taxes.

Merchant hereby authorizes ScooterTreats to collect applicable Sales Taxes on Merchant's behalf based on information provided by Merchant through the ScooterUtilities. The ScooterUtilities' functionality may be based on interpretations of local laws and regulations and information provided by taxing authorities. Merchant's use of the ScooterUtilities, including any communications with ScooterTreats, in no way constitutes the provision of legal or tax advice.

Merchant shall promptly notify ScooterTreats if it believes any charges (or lack of charges) for Sales Taxes were erroneous or inaccurate. If Sales Taxes charged by Merchant are not in accordance with (or in violation of) any law or regulation, ScooterTreats expressly reserves the right to, upon prior notice to Merchant, remove affected Items from Merchant's menu on the ScooterTreats App and/or deactivate Merchant from the ScooterTreats App.

Certain legislation commonly known as "E-Commerce Regulation" laws ("The Electronic Communication and Transaction (ECT Act, 2002) of South Africa") may require ScooterTreats to collect and remit Sales Taxes directly to the taxing authority. In jurisdictions with E-Commerce Regulation laws in effect that are applicable to ScooterTreats due to this Agreement (each a "E-Commerce Regulation" beginning the effective date of such legislation), ScooterTreats may determine, as of a date specified by ScooterTreats ("Switchover Date(s)"), the amount of applicable Sales Tax which ScooterTreats will collect and remit to the taxing authority based on Item descriptions and Additional Information provided by Merchant. For the avoidance of doubt, for each E-Commerce Regulation: (i) ScooterTreats will continue to collect Sales Taxes on behalf of, and remit such amounts to, Merchant until the applicable Switchover Date and (ii) beginning on the applicable Switchover Date, any covered Sales Taxes will be collected by ScooterTreats and remitted to the applicable tax authority on ScooterTreats's own account, and not on behalf of Merchant. A list of jurisdictions in which ScooterTreats will collect and remit Sales Taxes to taxing authorities (and associated Switchover Dates) may be found on the ScooterTreats website or may be requested by the Merchant from the Legal Department at Scooter, as updated from time to time.

5.5.Pricing

Notwithstanding anything to the contrary in this Section 5, Merchant may not make any Item available to Customers through the ScooterTreats App at a price that is higher than the price that Merchant charges in-store for similar Items. Merchant agrees that you will not make an Item available under this Agreement at a price higher than the amount Merchant is charging for similar Items through any comparable platform for food delivery services.

5.6.Appointment of Limited Payment Collection Agent.

Merchant is solely responsible for providing ScooterTreats with, and maintaining, accurate bank account information. Merchant hereby appoints ScooterTreats and its affiliates, as the case may be, as Merchant's limited payment collection agent solely for the purpose of: (i) accepting payment of the Retail Price of Items sold by Merchant via the ScooterTreats App plus any applicable Sales Tax collected on Merchant's behalf, via the payment processing functionality facilitated by the ScooterUtilities, and (ii) remitting the Retail Price plus Sales Tax collected on Merchant's behalf less the retained Fee and, if applicable, any refunds given to Customers on behalf of Merchant ("*Item Revenue*"). Further, Merchant agrees that payment collected on its behalf by ScooterTreats or its affiliates will be considered the same as payment made directly to Merchant. Merchant agrees that if Merchant does not receive payment from ScooterTreats or its affiliates, Merchant's only recourse will be against ScooterTreats and its affiliates. ScooterTreats and its affiliates may, from time to time, request information from Merchant to confirm Merchant's identity as may be necessary under any applicable compliance obligations before remitting any amounts to Merchant and may refuse to process amounts owed to Merchant if there exists a legal or regulatory risk or potential breach of law or regulation associated with such remittance to Merchant. Merchant agrees that ScooterTreats and its affiliates may describe or otherwise reflect the terms of this Section, and any related portions of the applicable Addendum or this MFA, in any terms of use, receipts, disclosures, or notices that may be deemed necessary or prudent. If reasonable, ScooterTreats may adjust the remittance of Item Revenue collected on Merchant's behalf for reasons including failure to fulfill an Item as ordered or making a correction on an Item. Merchant may identify any disagreements in connection with such adjustments through the ScooterUtilities. ScooterTreats and its affiliates reserve the right to collect any amounts in connection with such adjustments via a deduction from the remittance of Item Revenue collected on Merchant's behalf, by debiting the payment method or Merchant's bank account on record, or otherwise seeking reimbursement from Merchant by any

lawful collection methods available. Merchant authorizes ScooterTreats and its affiliates to use any or all of the above methods to seek such adjustments and reimbursements. In more serious situations, such as fraud (including any charges for Items that Customers did not place) or Customer complaints, ScooterTreats and its affiliates reserve the right to cancel a payment entirely. By agreeing to these terms, Merchant gives ScooterTreats and its affiliates express consent to adjust payments collected on Merchant's behalf as set forth in this Section.

5.7. Additional Information.

ScooterTreats may, from time to time, require Merchant to provide certain additional information ("Additional Information") pertaining to particular Items or particular sales of Items for the proper determination, calculation, collection, and remittance of Sales Taxes, or to comply with other applicable laws or regulations. Additional Information may include, but is not limited to: Universal Product Codes ("UPCs"), Global Trade Item Numbers ("GTINs"), Stock Keeping Units ("SKUs"), ingredients, temperature, container, weight, volume, quantities, serving/portion size, nutritional facts, inclusion of utensils, method of preparation (e.g., sliced), identity of preparer, whether the item is "ready-to-eat", or intended use. Merchant is solely responsible for providing requested Additional Information to ScooterTreats in a timely manner. If Merchant fails to timely provide Additional Information in response to notification and request by ScooterTreats, ScooterTreats expressly reserves the right to temporarily remove affected Items from Merchant's menu on the ScooterTreats App until such Additional Information is received.

6. REPORTING.

ScooterTreats may provide Merchant aggregate information regarding the number of Items picked up by Delivery People and sold by Merchant to Customers pursuant to an Agreement. ScooterTreats will also provide reasonable information regarding any refunds given to Customers, including the date of the transaction, the Item ordered, the reason for the refund and any other information ScooterTreats is permitted to provide under applicable privacy laws and terms with Customers. To the extent applicable, Merchant agrees that ScooterTreats may share Merchant's transactional data regarding ordered meals, including sales data, with Merchant's parent company or Franchisor.

7. INTELLECTUAL PROPERTY; MARKETING AND PROMOTIONAL ACTIVITIES.

7.1.Marks.

Subject to this Agreement, each party hereby grants to the other party (and, in the case of ScooterTreats, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use such party's respective Marks in the territory, on a royalty-free basis, in connection with the activities related to this Agreement or any other activities relating to the ScooterTreats Services. For purposes of this Agreement, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans, content, media, materials, identifying symbols and indicia of the applicable party. All uses of a party's Marks by the other party will be in the form and format specified or approved by the owner of such marks. Other than as specifically set forth in this Agreement, neither party will use the other party's Marks without the prior, express, written consent of the other party (by email is sufficient). For the avoidance of doubt, however, any use or display of Merchant's Marks by ScooterTreats or its affiliates in connection with making Items available through the ScooterTreats App in the ordinary course of business will not require any such prior, express, written consent. Merchant further agrees that any use or display of ScooterTreats's Marks will conform to the current version of ScooterEat's Brand Guidelines, which can be found at: <https://brand.scootertreats.com/guide#logo-overview>. All goodwill related to the use of a party's Marks by the other party will inure to the benefit of the owner of such Marks. Except as expressly set forth herein, neither party will be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved. Without limiting anything in the Agreement, Merchant represents and warrants that Merchant's Marks do not infringe, misappropriate, or otherwise violate any third party's intellectual property or other proprietary rights. Merchant agrees that ScooterTreats or its affiliates may remove Merchant's Marks from the ScooterTreats App if ScooterTreats or its affiliates receive notice or otherwise reasonably believe that such Merchant's Marks may infringe, misappropriate, or otherwise violate any intellectual property or other proprietary rights.

7.2.No Development.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT.

Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Scooter and Company prior to the commencement of any such activities.

7.3. Marketing.

ScooterTreats and its affiliates may showcase the availability of Merchant's Items via the ScooterTreats App through various promotional activities (e.g., through social media channels, websites, advertisements, or blogs) [with the introduction of a subscription model for merchants to get the best benefit for being a Merchant on the ScooterTreats App]. ScooterTreats (or a party designated by ScooterTreats acting on ScooterTreats's behalf) may take video and still images for marketing and other efforts related to the ScooterTreats App ("*ScooterTreats Photographs*") [this will be introduced as a value add for Merchants who would like to have content live beyond ScooterTreats' platforms by using it for themselves]. Merchant agrees that ScooterTreats Photographs (including all intellectual property rights therein) are and will remain the sole and exclusive property of ScooterTreats or its affiliates. Additionally, Merchant may provide videos, still image or other materials to ScooterTreats or its affiliates ("*Merchant Marketing Materials*") for use in connection with the display of Merchant's Items on the ScooterTreats App or the marketing and promotion of ScooterTreats and the availability of your Items via the ScooterTreats App. Merchant hereby grants ScooterTreats and its affiliates an exclusive, perpetual, fully paid-up and royalty free license to use and display such Merchant Marketing Materials in connection with Merchant's Items and other promotional activities relating to the ScooterTreats Services. Without limiting anything in the Agreement, Merchant represents and warrants that the Merchant Marketing Materials do not infringe, misappropriate, or otherwise violate any third party's intellectual property or other proprietary rights. To the extent that the Merchant Marketing Materials contain any third party materials, Merchant is solely responsible for and will secure any and all rights, licenses, consents and permissions necessary for ScooterTreats to be able to use the Merchant Marketing Materials in accordance with this Section. Merchant agrees that ScooterTreats or its affiliates may remove Merchant Marketing Materials from the ScooterTreats App if ScooterTreats or its affiliates receive notice or otherwise reasonably believe that such Merchant Marketing Materials may infringe, misappropriate, or otherwise violate any intellectual property or other proprietary rights.

7.4.Promotions.

“Promotion(s)” means short-term offers that are available through the ScooterTreats App to stimulate Customer demand. When a Promotion is successfully applied to an order, Merchant authorizes ScooterTreats to charge Customers for the post-Promotional value of an Item (not including taxes and applicable fees). Subject to ScooterTreats App functionality, ScooterTreats may, at its sole discretion, provide enhanced promotional placement or other visual treatment for a Promotion.

7.4.1.Merchant Promotion(s). Subject to any other guidelines or eligibility criteria for Promotions that ScooterTreats may make available from time to time, ScooterTreats hereby authorizes Merchant to create Promotions that are designed and fulfilled by Merchant (“Merchant Promotion(s)”). Unless otherwise specified by ScooterTreats, Merchant will be solely responsible for defining each Merchant Promotion (within the scope of functionality provided by ScooterTreats) either through the use of the Promotion Tool (as defined below) or through the Promotion Schedule (as defined below).

7.4.1.1.ScooterTreats authorizes Merchant to use ScooterTreats’s proprietary, automated, self-service tool located within the ScooterUtilities to create Promotions (“Promotion Tool”), subject to such Promotion Tool’s functionality and technical capability. If provided access to the Promotion Tool, Merchant agrees to only use and access such Promotion Tool within its functionality and technical capability and shall not circumvent or otherwise exploit the tool in such a way that is not intended.

7.4.1.2.Merchant may create a Merchant Promotion by completing and providing ScooterTreats with a verbal or written promotion schedule (“Promotion Schedule”). If a verbal Promotion Schedule is provided to ScooterTreats by Merchant, Merchant will have a specified time period to confirm such Promotion Schedule prior to the Promotion being offered and such confirmation will constitute an agreement with ScooterTreats under the terms of this Agreement. To request a form Promotion Schedule, Merchant should contact its customer support representative.

7.4.2.Co-Funded Promotion(s). From time to time, ScooterTreats may agree to fund a portion of Merchant’s Promotion (each, a “Co-Funded Promotion”). For each such Co-Funded Promotion, the parties shall agree to an applicable written

Promotion Schedule setting forth: (1) a description of the Co-Funded Promotion; (2) the obligations of each party in relation to such Co-Funded Promotion, including funding obligations; and (3) any other details regarding the Co-Funded Promotion. For the sake of clarity, if Merchant is the owner of Location(s), such Co-Funded Promotion shall appear to the Customer as a Merchant Promotion, and ScooterTreats shall issue an adjustment to Merchant's payout (which shall also be reflected in any payout details report) to account for the amount of the Promotion that ScooterTreats has agreed to fund, such that the Merchant shall receive the same amount in their Item Revenue for such order as if a ScooterTreats-funded portion of the Promotion was not applied to such order.

7.4.2.1. Parties' Obligations. The parties' obligations for each Promotion will include the following, but may be expanded upon in an applicable Promotion Schedule.

7.4.2.2. Merchant's Obligations. Merchant will: (A) honor and fulfill the terms of Promotions offered by Merchant (solely or jointly with ScooterTreats) to Customers who have successfully completed their order through the ScooterTreats App; (B) be responsible for the fees associated with the Promotion up to the amount Merchant has agreed to fund for such Promotion; and (C) upon reasonable request, supply ScooterTreats with marketing materials, including but not limited to, photographs, graphics, audio, video, and copy, which ScooterTreats may opt to use in its sole discretion, without payment of any license or other fees and which do not violate the rights of any third party. Notwithstanding anything to the contrary in this Agreement, Merchant acknowledges and agrees that Merchant will **not** be able to terminate the Agreement while a Promotion is live.

7.4.2.3. ScooterTreats's Obligations. ScooterTreats will (A) honor and fulfill the terms of Promotions offered by ScooterTreats (solely or jointly with Merchant) to Customers who have successfully completed their order through the ScooterTreats App; (B) be responsible for the fees associated with the Promotion up to the amount ScooterTreats has agreed to fund such Promotion; (C) upon reasonable request, supply Merchant with marketing materials, including but not limited to, photographs, graphics, audio, video,

and copy, which Merchant shall use to market such Promotion, provided that a Promotion Schedule authorizes Merchant to market such Promotion out of the ScooterTreats App; and (D) use good faith efforts to provide Merchant with reasonable information regarding Promotions, which may include, without limitation, the amount Merchant spent on Promotions and the number of Items sold in connection with Promotions.

7.4.3. Fee on Promotion Orders. Notwithstanding anything to the contrary in this Agreement, if a Customer successfully applies a Merchant Promotion or Co-Funded Promotion to an order through the ScooterTreats App, Fee shall be calculated based on the total Retail Value of the order minus the Merchant-funded portion of such Promotion applied to that order. For the sake of illustrative purposes, if Merchant and ScooterTreats each fund R10 of a R20 off Promotion (so the Co-Funded Promotion is funded 50% by each party) on a R100 pre-Promotion order total, the Fee shall be calculated on the post-Promotion amount of R80.

7.4.4. Out of ScooterTreats App Marketing. Unless otherwise specified in an applicable Promotion Schedule, Merchant may not market or otherwise advertise a Promotion outside the ScooterTreats App. If a Promotion Schedule authorizes Merchant to market a Promotion out of the ScooterTreats App, all such marketing materials will be subject to ScooterTreats's prior review and written approval, which shall not be unreasonably withheld.

7.5. Publicity.

Except as may be expressly set forth in this Agreement or otherwise agreed by the parties in writing, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Agreement or otherwise, without the prior written consent of such other party.

8. PROPRIETARY INFORMATION; PERSONAL DATA; FEEDBACK.

8.1. Definition.

"Proprietary Information" means any confidential, proprietary or other non-public information disclosed by or on behalf of one party (*"Discloser"*) to the other (*"Recipient"*), whether disclosed verbally, in writing, or by inspection of tangible objects, and includes transactional, operational, performance and other data or information that is related to the sale of Merchant's Items to Customers through the ScooterTreats App and the terms and conditions of this Agreement. Proprietary Information will not include information that: (i) was previously known to the Recipient without an obligation of confidentiality; (ii) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (iii) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties other than Representatives, or use in any way other than as necessary to perform this Agreement, the Discloser's Proprietary Information. Each Recipient will ensure that Proprietary Information will only be made available to Recipient's affiliates and Recipient's and Recipient's affiliates officers, directors, employees and agents who have a need to know such Proprietary Information and who, prior to any disclosure of such Proprietary Information, are bound by written obligations of confidentiality with respect to such Proprietary Information that are no less stringent than those set forth in this Agreement (each, a *"Representative"*). Recipient will cause its Representatives to comply with the terms of this Agreement and will be solely responsible for any breach of this Agreement by any of its Representatives. Each Recipient will not, and will not authorize others to, remove or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Proprietary Information. The foregoing prohibition on use and disclosure of Proprietary Information will not apply to the extent: (i) the Discloser has authorized such use or disclosure (and Merchant hereby authorizes ScooterTreats and its Affiliates to disclose the terms of this Agreement to Merchant's franchisees and/or franchisor as applicable in connection with executing contracts that reference this Agreement) and (ii) a Recipient is required to disclose certain Proprietary Information of the Discloser as a matter of law or by order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in obtaining a protective order prior to making such disclosure. Upon expiration or termination of this Agreement and as requested by Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all

INITIALS: _____

INITIALS: _____

materials or documents containing the Discloser's Proprietary Information, together with all copies thereof in whatever form.

8.2.Privacy.

Merchant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of providing Items under this Agreement. Merchant will maintain the accuracy and integrity of any Personal Data provided by ScooterTreats and in Merchant's possession, custody or control. Merchant agrees to retain Personal Data provided to Merchant by ScooterTreats solely by using the software and tools provided by ScooterTreats. "Personal Data" means any information obtained in connection with this Agreement (i) relating to an identified or identifiable natural person; (ii) that can reasonably be used to identify or authenticate an individual, including name, contact information, precise location information, persistent identifiers, and (iii) any information that may otherwise be considered "personal data" or "personal information" under the applicable law.

8.3.Passwords.

Merchant is responsible for maintaining the integrity of information related to Merchant's access and use of the ScooterUtilities and related ScooterTreats Services, including any password, login or key information. Merchant represents and warrants that Merchant will not share such information with any third party.

8.4.Data Re-Identification Restriction.

Without limiting any other provision of this Agreement, including any provision in this Section 8, Merchant will not merge any of the data collected or otherwise obtained in connection with this Agreement, including any Personal Data, with other data collected from any source or otherwise use any of the data collected or otherwise obtained in connection with this Agreement, including any Personal Data, for the purpose of re-identification, targeted marketing, or any other similar purpose.

8.5.Feedback.

Merchant may, but is not obligated to, provide or otherwise make available to ScooterTreats or its affiliates certain feedback, suggestions, comments, ideas, or other concepts relating to ScooterTreats's and its affiliate's products and services ("Feedback"). However, to the extent that Merchant provides or otherwise makes available Feedback to ScooterTreats or its affiliates, Merchant hereby grants to ScooterTreats and its affiliates a

perpetual, irrevocable, worldwide, royalty free, fully sub-licensable right to use and otherwise exploit such Feedback.

9. RATINGS.

Merchant acknowledges and agrees that, after receiving Item(s), a Customer may be prompted by the ScooterTreats App to provide a rating of such Item(s) and, at such Customer's option, to provide comments or feedback related to the Customer's experience with Merchant and the relevant Item(s) on the ScooterTreats App ("*Customer Feedback*"). ScooterTreats and its affiliates reserve the right to use, share, and display Customer Feedback in any manner in connection with the business of ScooterTreats and its affiliates without attribution to or approval of Merchant. Merchant acknowledges that ScooterTreats and its affiliates are distributors (without any obligation to verify) and not publishers of Customer Feedback, provided that ScooterTreats and its affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other Personal Data, violate any privacy or other applicable laws, or ScooterTreats's or its affiliates' content policies.

10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

10.1. Representations and Warranties.

Each party hereby represents and warrants that: (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (iii) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with or performing under this Agreement; (iv) it will comply with all applicable laws and regulations in the performance of this Agreement and any activities hereunder (including all applicable consumer protection, data protection and privacy laws and, in the case of Merchant, all applicable Food Safety Standards); and (v) the Marks used or provided by one party to the other pursuant to this Agreement shall not infringe or otherwise violate the intellectual property rights, rights of publicity, or other proprietary rights of any third party. In addition, Merchant further represents and warrants that to the extent Merchant has franchisees who participate in any activities under this Agreement, Merchant will ensure that such franchisees will comply with, and be subject to, the applicable provisions of this Agreement when participating in such activities.

10.2.DISCLAIMER.

EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

11. INDEMNITY.

11.1.Indemnified Claims.

Each Party (*"Indemnifying Party"*) will indemnify, defend and hold harmless the other, its affiliates and respective directors, officers, employees and agents (the *"Indemnified Party"*) from and against any and all claims, damages, liabilities, causes of action, and losses (including reasonable attorney's fees) (collectively, *"Losses"*) with respect to any third party claim arising out of or related to: (i) the negligence or willful misconduct of the Indemnifying Party or its employees or agents in their performance of this Agreement; (ii) any claims that, if true, would be a breach of any of the Indemnifying Party's representations, warranties or covenants in this Agreement; or (iii) any claims that the Marks provided by the Indemnifying Party infringe a third party's intellectual property rights, to the extent the Indemnified Party used such Marks in accordance with the manner approved by the Indemnifying Party. In addition, you will indemnify, defend and hold harmless the ScooterTreats Indemnified Parties from and against any and all Losses with respect to any third party claim arising out of or related to: (A) Merchant's violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation; (B) Sales Tax applicable to sales of Restaurant Items in non-E-Commerce Regulation; (C) Merchant's failure to provide accurate and complete descriptions or Additional Information for Restaurant Items in E-Commerce Regulation in South Africa; (D) Sales Tax applicable to all sales of non-Restaurant Items (regardless of whether such Items are sold through a separate Additional Items Storefront); or (E) any claim related to Merchant's failure to perform obligations contained in Section 2 of the Terms of Use for Alcohol Sales, if applicable, except in the case of each of (A)-(E) above, to the extent such harm was directly caused by the gross negligence or wilful misconduct of ScooterTreats or its employees, agents or Delivery People.

11.2.Procedure.

We will provide you prompt written notice of any potential claim subject to indemnification hereunder. You will assume the defense of the claim through counsel you designate, however, such counsel must be reasonably acceptable to the Indemnified Party. You will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

12. LIMITS OF LIABILITY.

EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT, INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY OBLIGATIONS: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF MERCHANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND UNDER THIS AGREEMENT WILL NOT EXCEED R100,000. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

13. INSURANCE.

During the Term and for one (1) year thereafter, each party will maintain Commercial General Liability and, if required by law, Worker's Compensation insurance. The Commercial General Liability insurance policy limits will be One Million Rands (R1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Rands (R2,000,000) in aggregate. In addition, ScooterTreats agrees to maintain Commercial Automobile Liability insurance with limits of One Million Rands (R1,000,000) per accident for bodily injury or property damage arising out of the ownership, maintenance or use of owned, hired, and non-owned vehicles. All policies will be written by reputable insurance companies with a Best's policyholder rating of not less than A-. Such insurance will not be cancelled or materially reduced without

thirty (30) days' prior written notice to the other party. Upon a party's request, the other party will provide evidence of the insurance required herein. In no event will the limits of any policy be considered as limiting the liability of a party under this Agreement.

14. SUPPLEMENTAL TERMS.

Merchant will comply with the applicable then-current Community Guidelines, currently available at <https://www.scooter.com/legal/community-guidelines/scootertreats/> ("*Community Guidelines*"). In addition, supplemental terms may apply to Merchant's use of the ScooterTreats Services and the ScooterUtilities, such as use policies or terms related to certain features and functionality, which may be modified from time to time (collectively, with the Community Guidelines, "*Supplemental Terms*"). Supplemental Terms are in addition to, and will be deemed a part of, the Agreement. Supplemental Terms will prevail over the Agreement in the event of a conflict. ScooterTreats will use good faith efforts to provide Merchant with written notice of any material updates to the Supplemental Terms, and, if Merchant does not agree to comply with the terms of any such update, Merchant may, as its sole and exclusive remedy, terminate this Agreement and cease use of the ScooterTreats Services and ScooterUtilities. By continuing to use the ScooterTreats Services or the ScooterUtilities, Merchant will be deemed to accept the Supplemental Terms. Notwithstanding anything to the contrary, the terms and conditions of Scooter's then-current Privacy Policy, currently available at: shorturl.at/exRV0, will apply to ScooterTreats's collection, use and processing of Personal Data.

15. TERM AND TERMINATION.

This Agreement will commence on the Effective Date and, unless earlier terminated as provided below, will continue for a period of two (2) years from the Effective Date ("*Initial Term*") and will automatically renew for successive one (1) year periods (each, a "*Renewal Term*" and together with the Initial Term, the "*Term*"). Either party may terminate this Agreement, in whole or in part (i.e., with respect to any Sales Channel), in the event of a material breach by the other party with two (2) days' prior written notice thereof by the non-breaching party. Either party may terminate this Agreement, in whole or in part (i.e., with respect to any Sales Channel), at any time without cause by giving sixty (60) days' prior written notice of termination to the other party, with the exception being that should either party attempt to terminate this Agreement during an active Promotion period, such termination will not take effect until such Promotion period has ended. Notwithstanding the foregoing, the termination of this Agreement will not relieve either party of its

obligations to fulfill any promotional offer that has been redeemed by Customers in accordance with its terms. In addition, ScooterTreats may suspend or otherwise terminate this Agreement on written notice in the event of a Brand Matter. A "Brand Matter" means an event involving Merchant that, in ScooterTreats's reasonable judgment, causes it or its affiliates to have significant concern for the reputation of its respective Marks or brand, including matters related to the alleged violation of any applicable retail food or other health or safety code. All payment obligations and Sections 1, 3.3, 7.1, 8-13, this last sentence of 15, 16-17 and 19 will survive the expiration or termination of this Agreement.

16. NOTICE.

Any and all notices permitted or required to be given hereunder will be sent to the address listed below, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) one (1) day after being sent by overnight courier, charges prepaid; or (c) by electronic mail to the designated recipient. Notices to ScooterTreats should be provided to ScooterTreats, Attn: Legal, 123A Athol Road, Athol Sandton, Gauteng 2196, with a copy to Green Scooter Proprietary Limited, Attn: Legal – Enterprise Products, 123A Athol Road, Athol Sandton, Gauteng 2196. Notices to Merchant should be provided to the address provided by Merchant. The parties agree that all legal documents (including complaints and subpoenas) directed to ScooterTreats will be served on ScooterTreats's registered agent for service of process.

17. DISPUTE RESOLUTION AND ARBITRATION.

17.1. Arbitration.

Any dispute, whether contractual or otherwise, arising out of or in connection with this Agreement or these dispute resolution procedures, including any question regarding its existence, performance, validity, or termination, will be referred to and finally resolved by arbitration administered by AFSA (Arbitration Foundation of Southern Africa NPC) in accordance with its Comprehensive Arbitration Rules and Procedures (the "AFSA Rules"), which are deemed to be incorporated by reference into this clause. The parties agree that the arbitrator ("Arbitrator"), and not any local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. In

the event of a dispute, controversy or claim arising out of or relating in any way to this Agreement, the complaining party shall notify the other party in writing thereof. Within thirty (30) days of such notice, representatives of both parties shall attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. Furthermore, the parties agree:

- The Arbitrator's award will be final and binding and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be confirmed in a court of competent jurisdiction.i) A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AFSA Rules.
- The seat, or legal place, of arbitration will be Johannesburg, Gauteng, South Africa or the AFSA location closest to the complaining party's place of business.
- The language to be used in the arbitral proceedings will be one of the eleven (11) Official South African languages, translated to English.
- The arbitral tribunal will be composed of a sole arbitrator, which shall be nominated and appointed by AFSA in accordance with the AFSA Rules.
- To the extent permitted by applicable law, the parties agree to keep all materials related to the dispute, including the existence of the dispute itself, content of the arbitration, and all the submissions by the parties in the arbitration and awards rendered by the arbitral tribunal, confidential.
- This agreement to arbitrate will not preclude the parties from seeking provisional remedies from a court of competent jurisdiction. The parties each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.
- Neither party may bring any class, collective, or representative action against the other party, and will preclude a party from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against the other party by someone else.

- Each party shall pay its own proportionate share of Arbitrator fees and expenses plus and expenses of AFSA. The Arbitrator shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion.
- Notwithstanding any choice of law or other provision in this Agreement, the parties agree and acknowledge that this Agreement evidences a transaction involving interstate commerce and that the Arbitration Act, 42 of 1965, will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the AFSA Rules shall preempt all South African laws to the fullest extent permitted by law. If the AFSA Rules are found to not apply to any issue that arises under this Agreement or the enforcement thereof, then that issue shall be resolved under the laws of South Africa.

18. DIVERSITY AND INCLUSION.

Merchant will not, in its use of the ScooterTreats Services or the ScooterUtilities under this Agreement, discriminate against any customer, employee, contractor or other person or individual on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability, or age except that programs may target beneficial services for specific participant groups, as agreed upon between ScooterTreats and Merchant. Merchant acknowledges and agrees that upon ScooterTreats's receipt of evidence of Merchant's discrimination under any of these categories, ScooterTreats will have the right to immediately terminate this Agreement following notice to Merchant.

19. ADDITIONAL TERMS.

The territory of this Agreement is the Republic of South Africa ("*Territory*"), and all payments issued under this Agreement must be in South African Rands. Merchant agrees to receive calls, SMS messages and other communications, including those made available by autodialer, sent by or on behalf of ScooterTreats or its affiliates. In this Agreement, "*including*" means "*including, without limitation,*" and examples are illustrative and not the sole examples of a particular concept. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, will not be construed as a waiver of such provision or option and will in no way affect that party's right to enforce such provisions or exercise such option. This Agreement may not be assigned, transferred, delegated or subcontracted, in whole or in part, by a party without the prior written consent of the

other party, provided that each party may assign this Agreement, upon written notice to the other party, (a) to an affiliate of such party, or (b) in connection with the sale of all or substantially all of such party's equity, business or assets to which this Agreement relates; provided that in the event of any such transfer by Merchant, Merchant explicitly consents that any such transferee will have access to and control of all Merchant accounts related to such transfer, including its accounts with ScooterTreats, access to historical reporting information about Items related to such transfer, and other account data relating to such transfer. In the event of a change of ownership involving Merchant's Location(s), the parties will need to execute a Change of Ownership form and Merchant acknowledges and agrees that the Location will not be able to accept or process any Customer orders on the ScooterTreats App until the Change of Ownership is executed. Subject to the foregoing, this Agreement will be **binding** upon and will inure to the benefit of each party hereto and its respective successors and assigns. Any purported assignment, transfer, delegation or subcontract in violation of this Section will be null and void. In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) will remain in full force and effect. Any delay in or failure by either party in the performance of this Agreement will be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Nothing in this Agreement will be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as otherwise expressly set forth above), and no party will have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party will be solely responsible for its employees and contractors used in connection with such party's performance obligations under this Agreement. This Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of electronically signed

counterparts transmitted by pdf format, each of which will be deemed an original and all of which, when taken together, will constitute one and the same original instrument.

The email addresses of the respective parties will suffice as domicilia citandi: Green Scooter Proprietary Limited and the Merchant.

GREEN SCOOTER (PTY) LTD

Duly authorised and agreed by: _____ Date: _____

Name: Fezile Dhlamini

Position: Chief Executive Officer

Green Scooter (Pty) Ltd

MERCHANT (A)

Duly authorised and agreed by: _____ Date: _____

Name: _____

Position: _____

Company Name: _____