



1.884.8.FOODIEE
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FOODEE SERVICE LEVEL AGREEMENT FOR RESTAURANTS

Food.ee Media Inc. (“**Foodee**”) and (the “Restaurant”), mutually agree to the following terms and conditions, including those terms and conditions contained in the Schedule “A” hereto and which are incorporated into this Agreement by reference (collectively, the “**Agreement**”) as of January 1st, 2020.

1. **Agreement Overview**

- 1.1 Foodee hereby retains the Restaurant to provide and perform catering services including any derivative, replacement and follow-on services thereto (the “**Services**”).
- 1.2 This agreement represents a service level agreement between Foodee and the Restaurant for the provision of the Services.
- 1.3 Any additional or future services that the parties agree shall be subject to this Agreement.

2. **Service Agreement**

- 2.1 The following detailed service parameters are the responsibility of the Restaurant in the ongoing support of this Agreement:
 - (a) to mutually agree with Foodee on a menu of foods or drinks (collectively “Meals”) that includes Meals descriptions, Meals cost to Foodee, and Meals pricing at the Restaurant’s physical location, all of which may be changed from time to time if mutually agreed upon by the parties;
 - (b) to work with Foodee to set up the ability to receive orders via email;
 - (c) to confirm the ability to fulfill orders by email at **order@food.ee**, no later than twenty-four (24) hours following receipt;
 - (d) to notify Foodee immediately by email at **order@food.ee** if issues arise that will affect or delay the order fulfillment;
 - (e) to fulfill and have complete orders ready within ten (10) minutes of pickup time indicated by Foodee;
 - (f) to label and package all orders according to the Foodee Brand Guidelines described in and attached as Schedule “B”;
 - (g) to clearly label all menu items with their corresponding dietary restrictions (gluten-free, vegetarian, vegan or dairy-free, etc.);

- (h) to use commercially reasonable efforts to engage in environmentally friendly practices, including packaging all orders using compostable or high-grade recyclable materials;
- (i) to use commercially reasonable efforts to work with Foodee in the cross-marketing and promotional activities described in and attached as Schedule “C”; and
- (j) to provide food orders on account that will be paid on a bi-monthly basis (meaning twice per month);
- (k) to inform Foodee in writing at **order@food.ee** of any concerns or discrepancies in connection with an order summary no less than 30 days from the statement date of such order summary.

2.2 The following detailed service parameters are the responsibility of Foodee in the ongoing support of this Agreement:

- (a) to work with Restaurant on a Meals menu;
- (b) to send orders via email to the Restaurant’s order email;
- (c) to use reasonable efforts to make advise the Restaurant quickly of any changes to orders that have been confirmed;
- (d) to send any payments to the Restaurant via electronic funds transfer with an order summary on a bi-monthly basis (meaning twice per month).
 - (i) This would be 1st - 15th, 16th to EOM. Closed on those days, and then payment to be processed and send via Direct Deposit. Processing time could take up to 3-5 business days.

3. Pricing

3.1 The amount paid by Foodee to the restaurant for an item on their menu (The ‘Foodee Price’) and the amount charged by Foodee to the end client (The ‘Customer Price’) is set based on the Restaurant’s menu price (The ‘Retail Price’) as per the following:

- (a) **Restaurant agrees to give Foodee a 15% discount (The ‘Foodee Price’) on the Restaurant’s menu price (The ‘Retail Price’)**
- (b) **Restaurant agrees that the Restaurant’s menu price (The ‘Retail Price’) will be marked up 15% (The ‘Customer Price’) by Foodee.**
- (c) Restaurant agrees that the Foodee Price and the Customer Price will apply to all menu items on Foodee without exception.
- (d) **Restaurant agrees to pay Foodee an administrative fee on every order, equal to 8% of the Foodee Price, which will be deducted by Foodee from the Restaurant payment.**
- (e) This pricing is standard for all restaurants on the platform and cannot be reduced. Nor can the restaurant change the Retail Price, to reduce the cost on themselves. The Retail Price is the only price used to determine the Foodee Price and Customer Price.

4. **Errors and penalties**

- 4.1 Foodee reserves the right to determine, within reason, appropriate compensation for errors made by the Restaurant in the fulfillment of orders. The Restaurant agrees that the costs associated with rectifying such errors are the sole responsibility of the Restaurant.
- 4.2 Errors and penalties include, but are not limited to, the following:
- (a) If pickup time is missed, as determined by Foodee in its sole discretion:
 - (i) 15% discount if the complete order is not ready 15 minutes after pickup time;
 - (ii) 25% discount if the complete order is not ready 30 minutes after pickup time;
 - (iii) 50% discount if the complete order is not ready 45 minutes after pickup time;
 - (iv) 100% discount if the complete order is not ready 1 hour after pickup time.
 - (v) The restaurant will not be penalized for a driver failing to meet the scheduled pick up time
 - (b) If an order fulfillment is missed, as determined by Foodee in its sole discretion:
 - (i) 100% discount on any damaged or missing items reported by the customer.
 - (ii) **If food was damaged in the process, Foodee will own Responsibility.**
 - (c) If the Merchant commits two (2) or more errors in a given 30 day period, Foodee reserves the right to terminate this Agreement immediately. The final payment to the Merchant will be calculated based on the amount owing to the Merchant net of any applicable penalties.
- 4.3 Foodee acknowledges that errors in delivery may result in errors originating within the Foodee service and Foodee will be responsible for all costs associated with correcting these errors.**
- 4.4 Foodee acknowledges that the costs associated with rectifying errors made by Foodee are the sole responsibility of Foodee.

5. **Merchant Food Health Standards**

- 5.1 The Merchant agrees that all orders must satisfy the local governing health regulations for food preparation. The Merchant agrees that violating these standards will be grounds for immediate termination of this Agreement by Foodee, as well as for action by Foodee against the Merchant for damages.

6. **Miscellaneous**

- 6.1 Nothing in this Agreement will constitute a commitment by Foodee to send to the Merchant any particular volume or quantity of orders.

6.2 Nothing in this Agreement shall preclude Foodee from obtaining services similar to the Services from third parties.

SCHEDULE "A"

Branding Guidelines

The Merchant agrees to the following additional terms and conditions, regarding Foodee's brand standards.

1. Presentation

1.1 All food must be packaged in a presentable manner, with no grease stains on the boxes and clear labels on all the items.

1.2 All containers, boxes, trays, and/or vessels used to transport the food can use a Restaurant's logo or colors, however, it must include a Foodee label.

1.3 Packaging cannot be styrofoam.

2. Labeling

2.1 All containers, boxes, trays, and/or vessels must include a Foodee label on it.

2.2 All labels must be printed and include:

- (a) Name of the ordered item, and;
- (b) The dietary label (V, VG, GF, DF, and/or PL).
- (c) Notes (If requested)
- (d) Names (If requested)

SCHEDULE "B"

Additional Terms and Conditions

Foodee and The Merchant mutually agree to the following additional terms and conditions:

1. Intellectual Property Rights and Confidential Information

1.1 Foodee shall own and retain all right, title and interest to its intellectual property, whether registered or not, including patents, inventions (whether or not patentable), trademarks, trade names, service marks, copyrights, software, source code, and any registrations and applications for registration of any of the foregoing and confidential and proprietary information, including trade secrets.

1.2 For the purposes of this Agreement, "**Confidential Information**" means any and all material and information of Foodee or Foodee customers, including any personal information (as defined in the *Personal Information Protection and Electronic Documents Act*) and any information, whether recorded in a material form or not, about or related to an identifiable person, including an individual who can be identified directly or indirectly from the information, and in the case of Foodee includes all such information of Foodee and Foodee affiliates relating to its or their respective customers, clients, clients' customers,

suppliers, partners, and their employees and contractors, which has or will come into the possession or knowledge of the Merchant in connection with or as a result of entering into this Agreement or performance of the Services.

- 1.3 The Merchant acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, rule, regulation, or court order the Merchant agrees to keep all Confidential Information in strict confidence. The Merchant represents, warrants and covenants that it will comply with applicable Canadian data protection laws and regulations including, without limitation, *Personal Information Protection and Electronic Documents Act* and all "substantially similar" provincial legislation that applies to Services under this Agreement.
- 1.4 Upon the termination or expiry of this Agreement, the Merchant will return to Foodee all Confidential Information which is then in the Merchant's possession or control, and will remove all digital representations thereof in any form from all electronic storage media in its possession or under its control.

2. **Non-Competition**

- 2.1 Merchant covenants that in no event shall it, or any of its affiliates, during the term of this Agreement or for a period of 1 year thereafter:
 - (a) solicit, on behalf of the Merchant or otherwise, through the use of Confidential Information or otherwise, any client of Foodee; or
- 2.2 The Merchant agrees and acknowledges that any breach by it of its obligations and duties pursuant to this Section 7 shall result in immediate and irreparable harm and damage to Foodee for which monetary damages alone will not fairly or adequately compensate Foodee or otherwise remedy such breach. Accordingly, the Merchant agrees that it shall not oppose or otherwise interfere with any applications by Foodee to a court of competent jurisdiction for any equitable relief or remedy associated with any such breach of this Agreement. Both parties agree and acknowledge that this Section 7 is fair and reasonable in the commercial circumstances of this Agreement and that each party's agreements in this Section 7 have been a material inducement and promise by each party upon which both parties have relied, and been induced, to enter into this Agreement.

3. **Indemnities**

- 3.1 Notwithstanding any other provision hereof, the Merchant agrees to indemnify Foodee and its respective directors, officers, and employees from and against all losses, costs, damages, expenses, and liabilities (including reasonable legal fees) which may be suffered or incurred by Foodee arising out of or as a result of or relating in any manner whatsoever to:
 - (a) Any breach of a representation, warranty, or covenant made by the Merchant in this Agreement;
 - (b) Any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of or in connection with the performance by the Merchant or its representatives of all or any part of the Merchant's obligations under this Agreement;
 - (c) The negligence or willful misconduct of the Merchant and/or its representatives in the performance of the Merchant's obligations under this Agreement; and

- (d) Any breach of applicable law by the Merchant and/or its representatives in the performance of the Merchant's obligations under this Agreement.

4. **Limitation of Liability**

- 4.1 Under no circumstances shall either party have any liability, whether in contract or for negligence or otherwise and whether related to any single event or series of connected events, for any incidental, indirect or consequential damages or loss of profits, loss of business, revenue or anticipated savings or other economic loss arising out of or in furtherance of the provisions or objectives of this Agreement whether or not the party was informed or was aware of the possibility of such loss.

5. **Termination**

- 5.1 Either party shall have the right to terminate all or any part of this Agreement by giving the other party 30 days written notice.

6. **Effect of Termination**

- 6.1 If this Agreement is terminated, Foodee may invoice the Merchant for Services performed up to the date of termination of the Agreement.

7. **Severability**

- 7.1 The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of its remaining provisions.

8. **Survival**

- 8.1 Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement will survive termination or expiration of the Agreement and will continue in full force and effect, including, but not limited to, those relating to confidentiality, proprietary rights, warranties, indemnification, limitation of liability, non-solicitation, non-competition, and dispute resolution.

9. **Binding Effect and Assignment**

- 9.1 This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties, their respective successors, and permitted assigns. This Agreement may not be assigned by the Merchant. All or part of this Agreement may be assigned by Foodee to any person who acquires all or part of Foodee's business and such assignee may enforce this Agreement as if such assignee was a party hereto.

10. **Independent Contractors**

- 10.1 The Merchant will provide all services as an independent contractor and in no way will the Merchant or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of Foodee. The Merchant and its employees will have no authority to represent Foodee or its affiliates without Foodee's permission, or bind Foodee or its affiliates in any way, and the Merchant agrees that neither the Merchant nor its employees will hold themselves out as having authority to act for Foodee or its affiliates.

11. **Governing Law**

11.1 This Agreement is governed by, and is to be interpreted, construed, and enforced in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia, excluding any rule or principle of conflicts of law that may provide otherwise.

12. **Jurisdiction**

12.1 The parties irrevocably attorn to the jurisdiction of the courts of the region, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

13. **Modification and Waiver**

13.1 No waiver of satisfaction of a condition, non-performance of an obligation, or modification of any provision under this Agreement shall be effective unless it is in writing and signed by the party granting the waiver. No waiver under this section affects the exercise of any other rights under this Agreement.

Foodee and the Merchant each agree that they have read, understood, and agree to the Standards of Service set out in this Agreement.

Food.ee Media Inc.

By:



Name: Wayne Webb

Title Director of Platform Partnerships

Date: January 1st., 2020

Restaurant Partner

By: _____

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Name:

Title

Date: