

Quikley – Restaurant Master Subscription Agreement (India)

Before You use the Quikley Platform, Quikley App ("Platform") operated by Zooperme Private Limited ("Quikley," "We" or "Our") please read these terms carefully. By executing the onboarding process (Onboard) or Restaurant Order Form (Order Form) with Quikley or using the Platform, You, any entities that you represent and all of your participating store locations ("You" or "Restaurant") agree to be bound by these terms in addition to the terms on your Order Form.

1. Definitions

- a. **"Delivery Partner or Partner"** means independent third-party delivery contractor
- b. **"Delivery Orders"** means orders for Restaurant Products through the Quikley Platform from Customers for delivery by Delivery Partner.
- c. **"Quikley Data"** shall mean any information that Quikley provides or makes accessible to Restaurant through the Quikley Platform, including without limitation Personal Information.
- d. **"Customer"** means the customer who places an order for a Restaurant through the Quikley Platform or Quikley App.
- e. **"Customer Order(s)"** means a Delivery Order, Restaurant Delivery Orders or a Pick-up Order, as applicable.
- f. **"Quikley Platform"** means the Quikley Portal, Quikley App and/or Quikley Website
- g. **"Quikley Services"** means Quikley Platform, as applicable.
- h. **"Restaurant"** means the restaurant or other entity that has agreed to participate in the Quikley Services or has signed the Order Form with Quikley.
- i. **"Quikley Portal"** is an online website, accessible at <https://portal.quikley.com> through which the Restaurant may and regularly should review and confirm its transactions, fees and charges and account on the Platform.
- j. **"Restaurant Products"** includes all products offered for take-out or delivery orders at Restaurant Stores and/or Locations.

- k. **"Restaurant Stores"** means the restaurant locations that participate in the Quikley Services and includes: (i) Restaurant Stores owned and operated by the Restaurant or its affiliates, and/or (ii) Restaurant Stores owned and operated by Franchisees of Restaurant or its affiliates.
- l. **"Restaurant Delivery Orders"** means orders for Restaurant Products through the Quikley Platform from Customers for delivery by Restaurant through their delivery personals.
- m. **"Quikley Term"** means the term of the agreement between Quikley and Restaurant for the Quikley Platform.
- n. **"Pick-up Orders"** means orders for Restaurant Products through the Quikley Platform from Customers for pickup by the Customer.
- o. **"Order Device"** means and includes any equipment reasonably required by Quikley for the Restaurant to receive and process Orders, including, without limitation, a tablet, or other automated, electronic means of receiving Orders.
- p. **"Personal Information"** shall mean any information exchanged under this Agreement that (i) identifies or can be used to identify an individual (including without limitation, names, telephone numbers, addresses, signatures, email addresses or other unique identifiers); or (ii) that can reasonably be used to authenticate an individual (including without limitation, name, contact information, precise location information, access credentials, persistent identifiers and any information that may be considered 'personal data' or 'personal information' under applicable law).
- q. **"Transaction Fee(s)"** means the transaction fees collected by Quikley in exchange for promoting and featuring the Restaurant and Restaurant Store(s) on the Quikley Platform, which is charged as a flat fee per order as specified in your Order Form.
- r. **"Schedule for Later Order"** shall mean an Order to be fulfilled at a particular time later in the same day or at a later date.
- s. **"Terms"** shall mean terms stated in this Master Subscription Agreement and the Order Form.
- t. **"Order Form or Order/s"** An Order Form or Order which is executed between Quikley and the Restaurant for the use of the Quikley Platform.

2. **Orders.** This Agreement does not itself obligate the parties to purchase or provide subscriptions to the Quikley Platform. Such obligations will be documented in ordering documents (Order Form) that describe the details of the Subscription to the Quikley Platform and the related fees Both Order

Form and the Agreement shall be read together to provide complete effect. In the event of an explicit conflict between these agreements will be resolved according to the following order of precedence: (1) an Order; and (2) this Agreement.

3. The Parties

- a. Quikley provides the Quikley App using web and app-based technology that connects Restaurants to our Delivery Partner and Customers, as described in these Terms for Quikley Platform. From time to time, Quikley may list Restaurants on the Quikley Platform subject to the Transaction Fee(s) set forth in the (Order Form) upon advance written notice to Restaurant. Quikley is not a restaurant, seller of goods, or delivery service; it is an online platform that facilitates the purchase and sale of Restaurant Products. The Restaurant may, in its Order Form choose to avail Delivery Order, Restaurant Delivery Orders or a Pick-up Order facilitated by Quikley Platform.
- b. The Restaurant and Quikley agree they are independent businesses whose relationship is governed by the Order Form, these (Terms), and any applicable terms between the Parties.
- c. Except as expressly set forth in the Order Form, these Terms, and any applicable terms between the Parties, each Party shall be responsible for its own expenses, profits and losses.

4. Quikley and Restaurant Responsibilities – For Restaurants that have agreed to participate in the Quikley Platform, Quikley and Restaurant shall have the following responsibilities during the Order Form Term:

- a. Quikley Core Responsibilities – Quikley will, in a timely manner:
 - i. Display Restaurant's logo; a listing of the Restaurant Stores; and a menu of Restaurant Products on the Quikley Platform;
 - ii. Accept Quikley Orders from Customers;
 - iii. Forward each Restaurant Order to the relevant Restaurant Store;
 - iv. Forward each Quikley Order to a Delivery Partner, so that the Partner can pick up the applicable Restaurant Product(s) from the Restaurant Store to deliver to the Customer; and
 - v. Pay the Restaurant in accordance with the Order Form, deduct the applicable Transaction Fee, marketing fees (for identifiable orders), subscription fees and any other fees (in each case, as may be adjusted by Quikley as required by any

applicable statute, regulation, executive order, or other legal requirement that is either temporary or permanent in nature).

- b. **Restaurant Core Responsibilities**–The Restaurant will, in a timely manner:
- i. Provide Quikley with the Restaurant’s in-store or take-out menu, including images, the price of each item on such menu;
 - ii. Monitor Restaurant’s menu and store information on the Quikley Platform, promptly make updates via the Restaurant Portal to reflect the most up-to-date products, pricing and other information or immediately notify Quikley of any errors or changes in writing;
 - iii. Accept all Customer Orders placed by Customers via the Quikley Platform from Restaurant’s then-current menu;
 - iv. Confirm all Customer Orders from Quikley;
 - v. Prepare the Restaurant Products for each Restaurant Order for pickup by a Customer or a Delivery by a Delivery Partner at the designated time;
 - vi. Deliver Products to the Restaurant Delivery Orders to the Customer if You have agreed to deliver in the Order Form.
 - vii. Process Customer Orders in the order in which they are received;
 - viii. Notify Quikley either via the Quikley Portal or Quikley Platform of any changes to the pricing, availability, description, or other characteristics of the Restaurant Products;
 - ix. Notify Quikley of its days and hours of operation, and remain open for business on Quikley the same days and hours of operation as Restaurant’s in-store business; notify Quikley of any changes to Restaurant’s hours of operations on holidays; and notify Quikley if Restaurant closes earlier than Restaurant’s standard hours of operation or plans to close earlier than Restaurant’s standard hours of operation;
 - x. Notify all Restaurant location/store staff members of the relationship with Quikley immediately upon execution of this Agreement;
 - xi. Provide the same utensils, napkins, bags and other materials that Restaurant’s would typically provide in a standard take-out or delivery order; and

- xii. On an ongoing basis, review and confirm the transactions, fees and charges on Customer Orders Via the Quikley Platform , and promptly communicate to Quikley any inaccuracies.

5. Refunds and Re-Orders. Refunds and re-orders will be addressed as follows

- a. **Delivery Order Refunds.** The Restaurant acknowledges and agrees that Quikley shall be responsible only for facilitating the delivery of Restaurant Product(s) to Customers. The Restaurant shall be solely responsible for any customer complaints regarding Restaurant Product(s), including without limitation, complaints regarding the nature, quality, content, number, or packaging of Restaurant Product(s). Restaurant agrees not to refer any Customer complaints directly to Quikley. Any complaints regarding the timelines or quality of a Delivery Partners delivery service shall be reported by the Restaurant to Quikley. If the completion of a Delivery Order is more than 45 minutes late and due to fault of Quikley, Quikley will reimburse the Restaurant for all or a portion of the delivery cost of the applicable Delivery Order. If Restaurant elects to refund a Customer for any reason, such election shall not obligate Quikley to provide a corresponding reimbursement to the Restaurant. For the purposes of this agreement, "Restaurant Product" is the actual food or beverage item, not the packaging that contains the Restaurant Product. In no event shall Quikley be obligated to issue any refunds directly to Customers.
- b. **PickUp Order Refunds.** Quikley shall be responsible for customer support issues relating to the ordering of Restaurant Products and issues relating to a Customer's Quikley account. All other customer issues or complaints will be the Restaurant's sole responsibility. In the event that Quikley, in its sole discretion, determines to issue a refund, credit or re-order for an Customer's Order, Restaurant will prepare the food to the same specifications as the original Pick-up Order (in the case of a re-order) and bear the full cost of that refund, credit or re-order.
- c. **Restaurant Delivery Order Refunds:** The Restaurant acknowledges and agrees that Quikley shall be responsible only for facilitating the Ordering of Restaurant Product(s) on the Quikley Platform. The Restaurant shall be solely responsible for any customer complaints regarding Restaurant Product(s), including without limitation, complaints regarding the nature, quality, content, delivery, number, or packaging of Restaurant Product(s) and bear the full cost of that refund, credit or re-order.

6. Payment, Fees, Title and Taxes. Payment, fees, and taxes shall be addressed as follows:

- a. **Quikley Platform.** Quikley will pay for Delivery and Pick-up Orders fulfilled by Restaurant each month on a consistent day of the month, subject to change with no less than 10 days' notice to Restaurants by email or service notification. Quikley shall be entitled to deduct from such payments Quikley's Transaction Fee Rate, marketing fees (for identifiable orders), Activation Fees, subscription fees, and any other fees which Quikley may notify you regarding with at least 7 days advance written notice as set forth on the Order Form, in exchange for the Restaurant's right to use the Quikley Platform in order to receive, process, accept Orders and deliver. The Restaurant agrees Quikley may charge the Customer fees, including but not limited to a delivery fee, service fee, surcharge fee, and small order fee where applicable in Quikley's sole discretion. The Restaurant shall be responsible for all taxes, duties, and other governmental charges on the sale of the Restaurant Products and for remitting such taxes, duties, and other governmental charges to the appropriate authorities. In the event that a Restaurant raises the price for a menu item, Quikley shall not be required to remit the higher price to the Restaurant until 3 business days after the Restaurant first provides notice to Quikley of such pricing change.
 - b. The Restaurant agrees, on an ongoing basis, to review and confirm its transactions, fees and charges on orders and invoices via the Quikley Portal, and to promptly communicate to Quikley in writing any claimed inaccuracies, so that Quikley has the prompt opportunity to address and resolve any issues and so such issues do not persist, which Quikley and the Restaurant agree is in the best interests of both parties and their commercial relationship. The Restaurant agrees to communicate to Quikley any disagreement, non-conformity or any issue with any transaction, fee, charge or order within 30 days of the transaction, fee or order. The Restaurant shall be deemed to have acquiesced in and ratified, and to have waived any claim or objection regarding, each transaction, fee, charge and order if the Restaurant does not communicate a written claim or objection to Quikley regarding such transaction, fee, charge or order within such 30-day period.
 - c. The Restaurant agrees that the Restaurant holds title to the goods or products that the Restaurant provides through the Platform until the goods are picked up from the Restaurant, and that title passes from the Restaurant to the Customer upon pickup at the Restaurant's location. The Restaurant agrees that neither the Delivery Partner nor Quikley holds title to or acquires any ownership interest in any goods or products that the Restaurant prepares or provides through the Platform.
7. **Payment Processing.** Payment processing services for Restaurants on the Quikley Platform are provided by Indialdeas.com Limited (BillDesk). and are subject to the BillDesk Terms of Service. By agreeing to these Terms, the Restaurant agrees to be bound by the BillDesk Terms of Service as the same may be modified by BillDesk from time to time. As a condition of Quikley enabling payment processing services through BillDesk, the

Restaurant agrees to provide Quikley accurate and complete information about Restaurant's representative and its business, and the Restaurant authorises Quikley to share it and transaction information related to Restaurant's use of the payment processing services provided by Indialdeas.com Limited (BillDesk).

8. Restaurant Content and Trademark; Photographs of Menu Items.

- a. During the Order Form term the Restaurant grants to Quikley a royalty-free, non-exclusive, limited, revocable, and non-transferable right and licence to use and display the Restaurants Content in the provision of services to the Restaurant, including, where applicable, listing Restaurant as a provider on the Quikley Platform, referencing Restaurant as a Quikley partner, promoting Quikley's products and services, and sharing the Restaurants Content with third parties, including third party services which enable Quikley Customers to access the Quikley Platform (including its web pages) for Orders. As used herein, "Restaurant Content" includes, without limitation, menus, photographs (either provided by the Restaurant or on Restaurant's website), business information and Restaurant Product descriptions (either provided by the Restaurant or on Restaurant's website), trademarks, logos, Restaurant name, location, url, phone number, and other materials provided by Restaurant to Quikley.
- b. If photographs of Restaurant's menu items are not available or if they do not meet Quikley's requirements, as reasonably determined by Quikley, then the Restaurant consents to Quikley (i) engaging a professional photographer to take photographs of Restaurant's menu items (ii) enhancing the quality of Restaurant's existing photographs or (iii) using stock photos of the menu item, and displaying such photographs on the Quikley Platform as representations of Restaurant's menu items; provided that Restaurant may contact Quikley support to have such photographs removed from the Restaurant's store listing and, in such event, Quikley will comply in a timely manner.

9. Confidential Information.

- a. The term "Confidential Information" shall mean any confidential or proprietary business, technical or financial information or materials of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with this Agreement, whether orally or in physical form, and shall include the terms of this Agreement. Without limiting the foregoing, Quikley Data is the Confidential Information of Quikley.
- b. Confidential Information does not include information that: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed to the

Receiving Party in connection with this Agreement; (ii) was or becomes public domain other than by the fault of the Receiving Party; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not at the time under any obligation to maintain its confidentiality; or (iv) the Receiving Party can demonstrate by documentary records was independently developed by the Receiving Party without access to, use of or reference to any Confidential Information.

- c. The Receiving Party shall: (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations in accordance with this Agreement; (ii) except subject to its compliance with Section 11(d), not disclose or permit access to Confidential Information other than to its or any of its employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors and legal advisors ("Representatives") who need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement, and prior to any such disclosure are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section; and (iii) safeguard the Confidential Information from unauthorised use, access or disclosure using at least the degree of care it uses to protect its most/similarly sensitive information and in no event less than a reasonable degree of care.
- d. If the Receiving Party is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9(c) and provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole expense, in opposing or seeking protective limitations on disclosure.

10. Data Privacy and Security. General. The Restaurant acknowledges and agrees that (i) the rights, title and interest in Quikley Data is owned by Quikley and that Quikley will access, collect, store, retain, transfer, use, disclose or otherwise process in any manner Quikley Data, including without limitation Personal Information (including information about Restaurant's franchisees provided by Restaurant to Quikley under this Agreement) in accordance with its privacy policy available at: <https://quikley.com/privacy/>, and (ii) Quikley may disclose data and information relating to, or in connection with, transactions between Restaurant's franchisees and Customers with the Restaurant. The Restaurant agrees not to access, collect, store, retain, transfer, use,

disclose, or otherwise process in any manner Quikley Data, including without limitation Personal Information, except as required to perform under this Agreement and in accordance with the applicable laws, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules").. The Restaurant shall keep Quikley Data secure from unauthorised access and maintain the accuracy and integrity of Quikley Data in Restaurant's custody or control by using appropriate organisational, physical and technical safeguards. If the Restaurant becomes aware of any unauthorised access to Quikley Data, the Restaurant will immediately notify Quikley, consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by Quikley. The Restaurant agrees to implement and use security procedures, protocols or access credentials as reasonably requested by Quikley and will be responsible for damages resulting from the Restaurant's failure to comply. The Restaurant will not allow any third party to use the Quikley Platform and will be responsible for damages resulting from sharing the Restaurant's login credentials with unauthorised third parties or otherwise permitting unauthorised access to the Restaurant's account. Restaurants may not allow any third party to copy, modify, rent, lease, sell, distribute, reverse engineer, or otherwise attempt to gain access to the source code of the Quikley Platform; damage, destroy or impede the services provided through the Quikley Platform; transmit injurious code; or bypass or breach any security protection on the Quikley Platform. Where a Restaurant party becomes aware of any eligible data breach in respect of Personal Information in its possession or control received from Quikley, the Restaurant must promptly notify Quikley and cooperate with investigations regarding the same.

11. **Term.** Unless earlier terminated as provided in this Section 13, this Agreement will have an initial term of one (1) year, which shall commence as of the date the Parties sign an Order Form, and shall thereafter automatically renew for additional periods of one (1) year unless Restaurant provides written notice of its intention not to renew to Quikley at least thirty (30) days prior to next renewal term.
12. **Termination.** The Restaurant may terminate this Agreement or any Order Forms for any reason at any time upon ninety (90) days prior written notice. Quikley may terminate this Agreement or any promotion under this Agreement for any reason at any time upon written notice. Email shall suffice for written notice. Neither the Restaurant nor Quikley will be required to pay any fee in connection with a termination by either party, or be liable to the other as a result of termination of this Agreement for any damages, for the loss of goodwill, prospective profits or anticipated income, or for any expenditures, investments, leases or commitments made by either the Restaurant or Quikley.

13. Modifications. Quikley reserves the right, at its sole discretion, to change, suspend, or discontinue the Platform (including without limitation, the availability of any feature or content) at any time. Quikley may, at its sole discretion, remove the Restaurant Products or Stores from the Quikley Platform if Quikley determines that such the Restaurant Product or Restaurant Store could subject Quikley to undue regulatory risk, health and safety risk, or other liability. Quikley also may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the terms will be at <https://quikley.com/termsandconditions/>. We will notify Restaurants of material revisions via a service notification or an email to the email address associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you may terminate this Agreement by notice to Quikley.

14. Representations and Warranties; Additional Responsibilities; Warranty Disclaimer.

- a. Each party represents and warrants that it has the full right, power, and authority to enter into and perform its obligations under this Agreement without breaching any obligation to any third party.
- b. Each party represents and warrants that it will comply with all applicable laws and regulations in its performance of this Agreement, including without limitation (i) all applicable data protection and privacy laws, and (ii) all applicable laws related to third party intellectual property and other proprietary rights.
- c. The Restaurants further represents, warrants and agrees that (i) it will comply with all applicable laws, rules, standards and regulations relating to licenses, health, food packaging and accessory items (including but not limited to foodware, plasticware, and other disposable restaurant supplies), and food safety and sanitation, (ii) it has informed Quikley of any required consumer-facing warnings, charges, opt-in requirements, and instructions associated with the Restaurant Product(s) and it will inform Quikley of any such warnings, charges, opt-ins, and instructions that become required in the future, (iii) it will disclose common allergens in any Restaurant's menu items listed on the Quikley Platform, (iv) it will only list menu items or products for sale, product descriptions, and prices on the Quikley Platform, (v) it will not include any age-restricted products (including but not limited to alcohol and tobacco) in Restaurant's menus on the Quikley Platform or request delivery of any age-restricted products through the Quikley Platform without first entering into a separate agreement with Quikley memorialising the promotion, sale and delivery of such products in compliance with the laws of the applicable state in which such products will be sold, (vi) it will not disclose any information related to a Delivery Partner or a Customer to a third party (except as required to comply with

law or pursuant to a court order), (vii) it will comply with the guidelines Quikley publishes that govern any content Restaurant's posts on the Quikley Platform or Quikley Portal, and (viii) it shall comply with all the obligations under set out in this this Agreement.

d. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, QUIKLEY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE QUIKLEY PLATFORM, THE DELIVERY API, EQUIPMENT OR QUIKLEY SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY OR RESULTS, OR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY RIGHT OR REMEDY, OR ANY GUARANTEE, WARRANTY OR OTHER TERM OR CONDITION, IMPLIED OR IMPOSED BY ANY LEGISLATION WHICH CANNOT LAWFULLY BE EXCLUDED OR LIMITED. IF ANY GUARANTEE, WARRANTY, TERM OR CONDITION IS IMPLIED OR IMPOSED IN RELATION TO THIS AGREEMENT UNDER THE INDIAN LAW AND CANNOT BE EXCLUDED (A NON-EXCLUDABLE PROVISION), AND A PARTY IS ABLE TO LIMIT ITS LIABILITY FOR A BREACH OF THE NON-EXCLUDABLE PROVISIONS, THEN THE LIABILITY OF THAT PARTY FOR BREACH OF THE NON-EXCLUDABLE PROVISIONS IS LIMITED TO ONE OR MORE OF THE FOLLOWING AT THAT PARTY'S OPTION: (1) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, THE REPAIR OF THE GOODS, THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS, OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; OR (2) IN THE CASE OF SERVICES, THE SUPPLYING OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. The Restaurant acknowledges that the operation of the Platform may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and, subject to the Non-Excludable Provisions, Quikley shall not be responsible to the Restaurant or others for any such interruptions, errors, or problems or an outright discontinuance of the Platform nor for any guarantee of results with respect to the Quikley services or Platform. Both Parties acknowledge that neither party has any expectation or has received any assurances for future business or that any investment by a party will be recovered or recouped or that such party will obtain any anticipated amount of profits by virtue of this Agreement.

15. Indemnification. Restaurant (the "Indemnifying Party") shall defend, indemnify, and hold harmless the Quikley, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, and agents

(the "Indemnified Party") from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) (collectively "Losses") with respect to any third-party claims arising out of or related to: (i) any bodily injury (including death) or damage to tangible or real property to the extent caused by the Indemnifying Party's personnel and, in the case of Quikley, Delivery Partners (or, in the case of Restaurant as the Indemnifying Party, caused by the Restaurant Products); (ii) any claims that the Indemnifying Party breached its representations, warranties or covenants set forth in Section 11 and Section 12, and Section 15 of this Agreement; or (iii) the violation of the intellectual property of the third party by the Indemnifying Party's logos, trademarks, trade names, menus, documentation, or other intellectual property (collectively, "Materials"). In addition, Restaurant will defend, indemnify and hold harmless Quikley from any and all Losses related to any violation or alleged violation of any applicable retail food or other health and safety code, rule, or regulation related to Restaurant Product(s), except to the extent such Losses were caused directly by the gross negligence or willful misconduct of Quikley. In each case the Indemnified Party shall provide the Indemnifying Party with (a) prompt notice of any claims such that the Indemnifying Party is not prejudiced by any delay of such notification, (b) the option to assume sole control over defence and settlement of any claim, and (c) reasonable assistance in connection with such defence and settlement (at the Indemnifying Party's expense). The Indemnified Party may participate in the defence or settlement of such a claim with counsel of its own choice and at its own expense; however, the Indemnifying Party shall not enter into any settlement agreement that imposes any obligation on the Indemnified Party without the Indemnified Party's express prior written consent. Quikley assumes no liability, and shall have no liability, for any infringement claim pursuant to section 15 above based on Restaurant's access to and/or use of the Quikley Platform following notice of such an infringement claim; any unauthorised modification of the Quikley Platform by Restaurant; or Restaurant's combination of the Quikley Platform with third party programs, services, data, hardware, or other materials which otherwise would not result in such infringement claim.

- 16. Limitation of Liability.** SUBJECT TO THE NON-EXCLUDABLE PROVISIONS AND EXCEPT WITH RESPECT TO DAMAGES ARISING FROM VIOLATIONS OF LAW OR WILFUL MISCONDUCT, UNPAID AMOUNTS OWED TO QUIKLEY BY RESTAURANT IN EXCESS OF THE BELOW LIMIT, AND AMOUNTS PAYABLE TO THIRD PARTIES UNDER SECTION 15 (INDEMNIFICATION), TO THE EXTENT PERMITTED BY APPLICABLE LAW, (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT, FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, HARM TO GOODWILL, OR THE COSTS FOR PROCURING REPLACEMENT SERVICES, WHETHER BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II)

QUIKLEY'S MAXIMUM AGGREGATE LIABILITIES RELATED TO OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY RESTAURANT TO THE QUIKLEY IN THE MONTH IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, WHETHER BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY (INCLUDING NEGLIGENCE). THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

- 17. Insurance.** During the term of the Agreement and for one year after, each party will maintain adequate insurance in amounts not less than as required by law or that is common practice in such party's business. Upon request, each party will provide the other with current evidence of coverage. Such insurance shall not be cancelled or materially reduced without thirty (30) days prior written notice. In no event shall the limits of any insurance policy be considered as limiting the liability of a party under this Agreement.
- 18. Dispute Resolution, Governing Law and Jurisdiction**–This Agreement shall be governed by and construed in accordance with the laws of India without regard to the conflicts of laws principles thereof. The courts of Bangalore shall have exclusive jurisdiction in relation to any disputes in connection with the Agreement or arising out of the Agreement. (b) **Arbitration**–All disputes or differences of any kind whatsoever shall be referred to arbitration under and in accordance with the Arbitration & Conciliation Act, 1996 ("Arbitration Act") amended from time to time. The arbitration shall be conducted by sole arbitrator. The arbitrator shall be appointed by mutual consent of both the Parties and in case of no consensus, by referring it to relevant Court having jurisdiction as per the Arbitration Act. The venue and seat of the arbitration shall be Bangalore. The arbitration proceedings shall be conducted in the English language. The award of the arbitral tribunal shall be final, conclusive and binding on the Parties.
- 19. Restaurant Code of Conduct.** The Restaurant agrees to comply with the Restaurant Code of Conduct as outlined in this MSA at 4b **Restaurant Core Responsibilities** which may be updated by Quikley from time to time. If the Restaurant does not agree with those amendments, the Restaurant may immediately terminate this Agreement.
- 20. Communications from Quikley.** The Restaurant agrees to accept and receive communications from Quikley, its affiliated companies and/or Delivery Partners, including via email, text message, calls, and push notifications to the mobile telephone number the Restaurant provides to Quikley. The Restaurant acknowledges that the Restaurant may receive communications generated by automatic telephone dialling systems and/or which will deliver pre recorded messages sent by or on behalf of Quikley, its affiliated companies and/or Delivery Partners. The Restaurant may opt out of such communications in Restaurant's Account Settings or by replying "STOP" from the mobile device receiving such messages.

- 21. Attorneys' Fees.** In any legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs from the other party.
- 22. Confidentiality and Non-Disclosures.** Quikley data security for B2B and B2C complies with the Indian Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Act 2000. In case of the M&A all the data with respect to Quikley which includes and not limited to restaurant owners, menus, customer data, details of employees, customers, clients, vendors across the globe will transferred or shared with new entity or entities and all this information is governed and protected by the IT Act 2000.
- 23. General Provisions.** As set forth on the Order Form between the Restaurant and Quikley, the Order Form and these Terms constitute an integrated Agreement between the parties, which supersedes all prior agreements and communications of the parties, oral or written, with respect to the subject matter hereof. The rights and obligations set forth in these Terms, which by their nature should, or by their express terms do, survive or extend beyond the termination or expiration of these Terms shall so survive and extend. The Restaurant and Quikley agree they are Independent businesses whose relationship is governed by the Order Form, these (Terms), and any other applicable terms between the Parties. Nothing in the Parties' agreements, relationship or transactions shall create or be construed as creating an agency, partnership, fiduciary or joint venture relationship between Quikley and Restaurant (or Restaurant's employees, representatives or locations), Quikley and the Delivery Partner, or Quikley and Customers. The Restaurant may not assign this Agreement in whole or in part without Quikley prior written consent. Quikley may freely assign this Agreement. This Agreement is binding upon, and inures to the benefit of, the employees, representatives, agents, affiliates, franchisors, franchisees, and permitted successors and assigns of each party, but shall not confer any rights or remedies upon any third party. All notices, requests, consents and other communications under the Parties' agreements must be in writing, and delivered by email set forth on the Order Form (or any updated address properly noticed hereunder). Quikley's email address for notices is legal@quikley.com If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained here.

So agreed by each party through its authorised signatory:

**Zooperme Private
Limited (Quikley)**

Signature:

Printed:

Title:

Date:

CUSTOMER

Signature:

Printed:

Title:

Date:
