

Franchisee Agreement to ezCater Master Services Agreement

This Franchisee Agreement to ezCater Master Services Agreement (the “Agreement”), governs your access to the Covered Services (defined below) provided by ezCater, Inc. (“ezCater”, “we”, “our” or “us”). By clicking “I agree”, you agree to be bound by the terms and conditions of this Agreement. For purposes of this Agreement, “you” or “your” means the Franchisee that agrees to this Agreement.

1. ezCater Master Services Agreement. Doctor’s Associates LLC (the “Franchisor”) has entered into an agreement with us (the “Master Services Agreement”) for certain services that help restaurant and catering locations grow and manage their catering and associated business (the “Covered Services”). A copy of the Master Services Agreement is attached hereto as Addendum A for your reference. The Master Services Agreement allows you to elect to receive the Covered Services, subject to certain terms and conditions further described in this Agreement. By accepting this Agreement, you (a) represent to us that you are in compliance with your franchise agreement with Franchisor, (b) agree to be subject to the terms and conditions of both this Agreement and the Master Services Agreement (as may be amended from time to time by Franchisor and us), which is incorporated herein by reference, and (c) agree that we may share with Franchisor all information we obtain regarding your use of the Covered Services. Unless otherwise set forth herein, all references to “you”, “your”, or “Franchisee” in the Master Services Agreement refers to you, and all references to “restaurants” are deemed references to each restaurant you own or operate (the “Franchisee Restaurants”). Capitalized terms used in this Agreement but are not defined will have the meanings used in the Master Services Agreement.

2. Payments and Liability. You (and not the Franchisor) will be solely responsible and liable for fulfilling your obligations under this Agreement, including paying any Fees and other amounts payable under the Master Services Agreement with respect to the Covered Services you receive and any indemnification obligations. Notwithstanding Section 8(b) of the Master Services Agreement, you will maintain at a minimum the insurance requirements set forth in your franchise agreement with Franchisor.

3. Term and Termination. This Agreement will commence on the date you click “I agree” and continue until the expiration or termination of the Master Services Agreement, unless earlier terminated in accordance with this Section. Either you or we may terminate or suspend this Agreement in accordance with the terms set forth in Sections 5 and 9 of the Master Services Agreement. In addition, this Agreement will automatically terminate upon our notice to you that the Franchisor has required such termination and/or we learned that you have lost your rights as a franchisee.

4. Notices. Unless another address is given by written notice, legal notices under this Agreement to Franchisee will be sent to the location you provide upon sign-up, and legal notices to us will be sent ezCater, Inc., Attention: General Counsel, 40 Water Street, Fifth Floor, Boston, MA 02109 with a copy to legal@ezcater.com.

5. Entire Agreement. This Agreement, including the incorporated Master Services Agreement, sets forth the entire agreement between you and us with respect to the subject matter hereof and supersedes any prior agreement entered into between you and us for one or more of the Franchisee Restaurants, except as expressly set forth in the Master Services Agreement.

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Addendum A

ezCater Master Services Agreement

This ezCater Master Services Agreement (the “Agreement”), effective as of the last date on the signature page (the “Effective Date”), is made by and between ezCater, Inc. (“ezCater”, “we”, “our” or “us”) and the entity or individual signing the signature page. As used in this Agreement, DAL means Doctor’s Associates LLC, and “you” or “your” mean the entity or individual signing the signature page. The terms “parties” and “party” include ezCater and the entity or individual signing the signature page. The parties agree that, unless the context otherwise indicates, all references in this Agreement to “Doctor’s Associates LLC” and/or “DAL” shall be deemed to include Subway Franchise Systems of Canada, ULC.

As this Agreement contains ezCater’s master terms for both DAL and each Franchisee (defined below). Each Franchisee acknowledges and agrees that any obligations herein that expressly reference DAL (and not “you” or “your”) (a) do not apply to such Franchisee, and (b) do not confer or create any rights of such Franchisee or obligations to such Franchisee by DAL hereunder.

1. Nature of Agreement; Covered Services; Maintenance; Outages. You own and/or are a franchisor or franchisee of one or more restaurant and/or catering locations. We offer various services that help restaurant and catering locations grow and manage their catering and associated business. These services include the ezCater Marketplace (the “Marketplace”), ezOrdering, Direct Entry, and ezDispatch, each of which is described more fully on the exhibits to this Agreement. You want to use, and we want to provide you in accordance with the terms of this Agreement (including without limitation the terms and obligations in Exhibit B), the services indicated on Exhibit A (the “Covered Services”) at the US-based restaurant and catering locations you and we agree upon. You agree, we may contract with third parties to assist with, or to perform, certain Covered Services, provided we are responsible for their compliance with the relevant obligations of this Agreement. In addition, we and our subsidiary Monkeysoft Solutions, Inc. may provide the Covered Services and other services to locations in Canada as mutually agreed upon in writing.

We will use commercially reasonable efforts to (a) provide you the Technology, and (b) schedule such outages during a time (such as overnight hours) that minimizes disruption to the Covered Services. In the event there is an issue impacting the Covered Services due to an ezCater update and we are unable to promptly fix such issue, we will roll back the update. In any case, we will endeavor to promptly notify you via your preferred communication method if an issue causes an outage for more than 15 minutes.

2. Compensation. In consideration for the services provided, we will charge the fees in accordance with the rates set forth on Exhibit A (the “Fees”) to be paid by the applicable Franchisee(s).

3. Proprietary Rights.

(a) ezManage Software and Other Technology. During the Term, we grant to you a limited, non-exclusive, non-transferable (subject to Section 11 below), non-sublicensable, license to access and use the ezManage catering order management software (which, among other things, allows you to view and track orders placed through the Covered Services) and other technology included with the Covered Services (such as ezOrdering, which is further described on Exhibit A) (collectively, the “Technology”) solely for your internal use to grow and manage your catering business. You will not: (i) copy, modify, or create derivative works of the Technology; (ii) reverse engineer, disassemble or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques, or algorithms of the Technology; or (iii) attempt to circumvent any use restrictions built into the Technology. Except for the limited license granted here, we retain all right, title and interest, including all intellectual property rights, in and to the Technology and all related modifications, improvements and derivative works thereof.

(b) DAL Content. Our marketing and promotion of the Subway® brand (collectively, “Marketing” or “Market”) is one of our core services to help grow your catering and/or food at work offerings. These Marketing activities drive customers to the Subway® Marketplace and ezOrdering pages. Some examples of our Marketing include (to the extent we provide these as part of your Covered Services): promoting the Subway® brand in the Marketplace and providing DAL ezOrdering links to place on the Subway® website(s), app(s) and other online locations that direct customers to Subway®

ezOrdering pages. We may also promote the Subway® brand via digital Marketing (such as Google, Bing, display ads and email) to drive customers to the Subway® Marketplace and ezOrdering pages. The parties will collaborate on best practices for such digital Marketing including alignment on paid search strategy and ensures each party's paid searches do not drive up the other party's costs. ezCater will provide DAL its paid search targeting tactics, which target an average 2nd position for any Subway® brand search as measured by ad position (to be determined jointly by the parties). In addition, we may reach out to DAL (via the contact information in ezManage) with opportunities to participate in offline Marketing (such as direct mail, radio or TV), a joint press release, testimonial information, or be included on a client list (collectively, "Brand Marketing"), all of which will be subject to the Approval Process (defined below) in each instance.

During the Term, DAL grants to us a limited, revocable, non-exclusive, non-transferable (subject to Section 11 below), non-sublicensable, license to use the Subway® Marks (defined below) and the restaurant, business, and catering information DAL provides us under Exhibit C (collectively, "DAL Content") solely to promote the Subway® brand on the Marketplace and Subway® ezOrdering pages, if applicable, and to otherwise Market the Subway® brand to drive customers to the Subway® Marketplace and/or ezOrdering pages as described above and on Exhibit B; provided that any Brand Marketing will be subject to DAL's or its designee's prior written approval in accordance with the following approval process (the "Approval Process"): (i) we will submit to DAL for review any applicable Marketing plans, using commercially reasonable efforts to provide DAL with a minimum of five (5) business days to approve or disapprove, and (ii) all proposed Brand Marketing assets will be submitted by us to DAL for review, and we will use commercially reasonable efforts to provide DAL with a minimum of three (3) business days to approve or disapprove, except that DAL shall be afforded a minimum of five (5) business days to approve or disapprove where proposed content contains partner logos/imagery that would require partner approval. Notwithstanding the foregoing, we will not intentionally engage in any marketing which we exclusively direct to your customers whose information we received through your ezOrdering orders (whether the customer is ringfenced to you or not) ("Exclusive Marketing"). For clarity, ezCater is not in breach of this Section if it engages in general marketing or promotion of a catering partner to ezCater customers that include (but is not exclusively) those who have placed ezOrdering orders with Franchisees, even if that catering partner is a competing national fast-casual submarine and salad franchise ("Competitor").

We will comply with any brand guidelines DAL provides us with respect to our use of DAL Content, including without limitation those available at the following link: [Guidelines](#) as such guidelines may be updated from time to time. At your request, we will share with DAL the marketing copy currently in use to Market the Subway® brand. If DAL would like us to cease any online Marketing that includes DAL Content, we will do so as soon as reasonably practical but in any event within five (5) business days of such request.

Except for the limited license granted here, DAL and/or its affiliate Subway IP LLC ("SIP") retain all right, title and interest, including all intellectual property rights, in and to DAL Content. DAL's prior written approval (which may be withheld in DAL's sole discretion), which may be terminated at any time upon notice from DAL or SIP and will terminate automatically upon any termination or expiration of this Agreement. Any approval or consent granted shall not be transferrable to any third party, including but not limited to those third party providers with whom we have an agreement in order to fulfill any obligations for DAL hereunder.

(c) DAL Marks. As used herein, the term "Marks" means the Subway® trademark and/or Subway® logo (and any other, copyright, word mark, design mark, service mark, trademark, trade dress, logo, or name specifically identified in an SOW) licensed to you by the owner of the Marks, SIP. We must comply with DAL policies and direction describing the manner in which the Marks may be used. Without expanding upon the foregoing limited license, we may: (i) use the Marks only in a manner that maintains and enhances the goodwill associated with the Marks, (ii) not use any of the Marks in a manner that degrades, diminishes, or detracts from the goodwill of the business associated with the Marks, and (iii) not use the Marks in a manner which is scandalous, immoral, or satirical. Upon DAL's written request, we will promptly change the manner of use of the Marks in accordance with such request. Any rights or purported rights in any of the Marks acquired through our use belong solely to SIP. Permission to use the Marks is only as stated in this Agreement. DAL or SIP may terminate our permission to use the Marks at any time upon notice. Otherwise, permission to use the Marks as provided will terminate when this Agreement terminates or expires, at which time we will immediately discontinue our use of the Marks, and we will not use any, copyright, word mark, design mark, service mark, trademark, trade dress, logo, or name which are, or any part of which are, confusingly similar to the Marks; provided, however, that

DAL and SIP acknowledge that Marks may continue to appear in any online Marketing for a short period of time following our discontinued use. This Agreement does not give us any right, title or interest in the word “Subway” (either alone or in association with other words or names) or in the corporate name of DAL, its affiliates, or any part thereof, or in any other mark adopted by DAL or any of its affiliates, or any copyright or good will of DAL or of any of its affiliates. Additionally, except as expressly permitted herein, we may not use any Marks that are owned or licensed by DAL or any of its affiliates in connection with the corporate firm trade name, any domain name or trade style of us or in any type of advertisement or marketing promotions of us, unless we have completed DAL’s Trademark User Application (available upon request) and received DAL’s prior express written approval. We shall not contest or dispute, directly or indirectly, DAL’s or its affiliates’ proprietary interest in or ownership of the mark “Subway®” or any Marks owned or used by DAL or by DAL’s affiliates.

(d) Our Marks. DAL, DAL’s affiliates, and Subway Franchisee Advertising Fund Trust LLC (“SFAFT”) on behalf of the Franchisees shall have the non-exclusive right to use our trademarks, trade names, service marks, commercial announcements (slogans), related insignia (logos) and copyrights (the “ezCater Marks”) for the purpose of advertising and promoting the Covered Services and the ability to place orders through the Technology. For clarity, Franchisees do not have any independent rights to use the ezCater marks, except as permitted by DAL or SFAFT in DAL- or SFAFT-approved Marketing materials. No such party may use any of the ezCater Marks in a manner that degrades, diminishes, or detracts from the goodwill of the business associated with the ezCater Marks, or in a manner which is scandalous, immoral, or satirical. All rights to use the ezCater Marks shall cease upon the expiration or termination of this Agreement. We agree not to contest or dispute, directly or indirectly, our proprietary interest in or ownership of the ezCater Marks.

4. Data. “Customer Data” as used in this Agreement means a customer’s personal information that one party provides to the other in connection with the Covered Services that identifies or could identify such customer (for example, name, address, email address, telephone number, and job title). For clarity, the parties agree that information of customers placing ezOrders for Client products will be the Customer Data of each party. Each party will (a) maintain adequate administrative, technical, and physical safeguards to help ensure that the Customer Data it receives from the other party is secure, (b) protect against any anticipated threats or hazards to the security or integrity of such Customer Data, (c) notify the other party within a reasonable period of time following confirmation of a security incident affecting such Customer Data, (d) cooperate with the other party in its compliance with applicable laws (including with respect to notification) relating to any such security incident, and (e) promptly take all reasonable actions to stop and remedy any such security incident. Each party acknowledges and agrees that (i) a party’s Customer Data is such party’s Confidential Information (defined below), (ii) it will only be used by the other party to perform its obligations or exercise its rights hereunder, and (iii) in the case of ezCater, any ezCater Marketing using such Customer Data will be in compliance with applicable law and this Agreement (including Section 3). In addition, ezCater will not include your Direct Entry customers in our marketing lists without your prior written consent (unless those customer have placed orders with ezCater through ezOrdering or Marketplace).

Attached hereto as Exhibit G is the ezCater Data Privacy Addendum which is hereby incorporated in this Agreement. Without limiting our obligations under this Agreement, including without limitation all confidentiality obligations, we shall comply with the Data Privacy Addendum.

5. Termination and Survival.

This Agreement begins on the Effective Date and continues until terminated by either you or us (the “Term”). Either you or we may terminate this Agreement:

- (a) upon 75 days written notice, for any or no reason;
- (b) upon 10 days written notice, if the other party breaches this Agreement and fails to cure the breach within the notice period;
- (c) immediately, if the other party: (i) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors, or (ii) commits or otherwise becomes associated with, for any reason, any act that would

reasonably be expected to have an adverse impact on the reputation or public image of the terminating party. Alternatively, either of us may immediately suspend services rather than terminate this Agreement in the event of clause (i) or (ii).

Notwithstanding the foregoing, a termination of the DAL Agreement will automatically terminate all agreements between ezCater and Franchisees without further notice or action.

At DAL's request or upon termination or expiration of this Agreement we shall promptly remove references to your catering business from marketing (including search results), and deliver or make available to DAL or destroy the DAL Content and Confidential Information in our possession. Notwithstanding the foregoing, we may retain any information in accordance with our document retention and archival policies, provided, that any Confidential Information will remain subject to Section 6. We agree we will not use your Customer Data for Exclusive Marketing. Upon DAL's request, we will cooperate with DAL and act in good faith to facilitate the orderly wind down of the business relationship in order to mitigate disruption to, or adverse effect on, DAL and its operations.

Sections 4 – 12 will survive any termination of this Agreement. In addition, your obligation to pay outstanding Fees or other amounts due to us as of the termination of this Agreement, and our obligation to remit payments to you for orders fulfilled prior to termination, survive the termination of this Agreement.

6. Confidentiality.

In connection with this Agreement, each party may receive from the other party confidential or other proprietary information of the other party ("Confidential Information"). Except as expressly allowed in this Agreement, each party will hold the Confidential Information of the other party in confidence and will not (i) use it for any purpose other than to perform its obligations under this Agreement or (ii) disclose it to any third party (other than its employees, affiliates, third party contractors, advisors and agents who have a need to know and a duty to the receiving party to protect the confidentiality of such information). Each party agrees that any Confidential Information received or obtained from the other party will be the exclusive property of the disclosing party. If disclosure of the other party's Confidential Information is required by law, the party required to disclose Confidential Information will cooperate with the other party (at the other party's request and expense) so that the other party may seek to preserve the confidentiality of the Confidential Information. In the event of any use or disclosure of any Confidential Information in violation of the terms of this Agreement, or loss of, or inability to account for any Confidential Information by the receiving party, the receiving party shall promptly notify the discloser and shall take such actions as may reasonably be necessary to minimize any violation of the terms of this Agreement and any damage resulting therefrom. The receiving party agrees that any actual or threatened misuse or misappropriation of the discloser's Confidential Information may cause irreparable injury to the discloser for which no adequate remedy at law exists. Therefore, the receiving party agrees that without limiting any other rights or remedies available to the discloser, the discloser may seek equitable remedies, including without limitation injunctive relief and specific performance, without the requirement of posting a bond (where applicable). The discloser may also recover any out-of-pocket expenses incurred in seeking and enforcing any such equitable remedies, including, without limitation, any legal expenses, including court costs and reasonable attorneys' fees. Notwithstanding the foregoing, Confidential Information does not include any information the receiving party receives from the other party if the information: (a) is or becomes generally available or publicly known other than by breach of this Agreement; (b) was previously known by the receiving party (other than from DAL, its affiliates or a Franchisee) without obligation to keep it confidential; (c) is received by the receiving party in good faith from a third party lawfully in possession of it without obligation to the other party to keep the information confidential; or (d) was independently developed by the receiving party without use of any Confidential Information of the other party.

7. Representations and Warranties; Disclaimer.

Each party represents to the other that this is a valid and binding Agreement of the party and that nothing in it will place the party in breach of any other agreement. Each party also represents to the other that it will at all times comply with all applicable federal, state and local laws, rules, ordinances, regulations and codes ("Applicable Laws"), including, in the Franchisee's case, all laws and regulations relating to the preparation, sale, and delivery of food and drink. In addition,

we warrant, represent and covenant to you that we will perform our obligations under this Agreement in a timely, competent and professional manner in accordance with leading industry standards, and that the Technology and Covered Services comply with Applicable Laws; and do not violate or infringe any right (including any intellectual property rights) of any third party, and DAL warrants to us that DAL Content does not violate or infringe any right (including any intellectual property rights) of any third party.

Additionally, ezCater represents, covenants and warrants that: (i) ezCater shall use industry standard methods to ensure that the Covered Services and Technology, including any components or parts of the foregoing, are and will be free from any viruses, exploitable vulnerabilities, and similar defects; (ii) ezCater shall ensure that all third-party dispatch companies who hire individual drivers to perform delivery services in connection with the Covered Services provide ezCater with current copies of these companies' hiring/background procedures, to vet before entering into a relationship with them (and obligate the companies to perform the procedures it purports to).

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE DO NOT WARRANT THAT THE TECHNOLOGY OR COVERED SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS.

8. Indemnification and Insurance.

(a) Indemnification. Each party will defend, indemnify and hold harmless, at its expense, the other party (and its respective affiliates, officers, directors, employees, stockholders, representatives and agents) from and against any third party claim arising from or relating to: (i) any alleged breach by such party of this Agreement, including the representations and warranties herein, (ii) any alleged willful misconduct or negligent act or omission by such party, its employees or its contractors, (iii) a party's noncompliance with its obligations hereunder regarding the calculation, collection, and/or remittance of sales taxes, and applicable tax law as detailed in Exhibit C, and/or the Americans with Disabilities Act with respect to its websites, mobile sites, or mobile apps (including the Covered Services, with respect to ezCater as the indemnifying party, and www.subway.com with respect to DAL as the indemnifying party), or (iii) any alleged bodily injury (including death) or damage to tangible or real property to the extent caused by such party's employees or contractors, including in your case any claim relating to your preparation or handling of food, beverages or order delivery, and in our case any claim relating to the delivery services of an ezDispatch driver. The indemnified party will promptly notify the indemnifying party of any third-party claim; however, notice will not be a condition to the indemnifying party's indemnification obligations unless the indemnifying party has been materially and adversely affected by the failure or delay. The indemnifying party will have the right to control the defense and settlement of any third-party claim so long as it is actively defending the claim, but it may not, without the prior written consent of the other party, which will not be unreasonably withheld, as part of any settlement or compromise (A) admit to liability on the part of the other party; (B) agree to an injunction against the other party, the other party's payment of money, or other undertakings of the other party; or (C) settle any matter in a manner that separately apportion fault to the other party. Further, the party to be indemnified may, at its expense, participate in the defense and settlement of the claim. The indemnified party may also control the defense and settlement of any third-party claim that the indemnifying party is not actively defending.

(b) Insurance. Each party agrees that during the term of this Agreement and for a period of one (1) year thereafter (except for liability insurance purchased on a claims-made basis, which shall be maintained for a minimum of three (3) years thereafter), it will maintain: (i) commercial general liability coverage with a limit of not less than \$1,000,000 for each claim and \$2,000,000 annual aggregate; (ii) Worker's Compensation and employers' liability insurance with limits no less than the minimum amount required by applicable law for the jurisdictions a party is operating for each accident; (iii) automobile liability, inclusive of owned, hired, and non-owned coverage as applicable, with at least \$1,000,000 per occurrence including personal injury, death and property damage covering automobile accidents (applicable to you (but not DAL) only if you utilize delivery providers and applicable to us only if you use ezDispatch); (iv) umbrella/excess liability, with a limit not less than \$5,000,000 per claim and in the aggregate with such coverage "following form" in

respect of all underlying liability coverages described above; and (v) Cyber Liability insurance not less than five million USD (\$5,000,000.00) covering claims involving privacy violations, infringement of intellectual property, including copyrights, trademarks, and trade dress, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for costs related to legally required or industry standard breach response, regulatory fines and penalties and credit monitoring expenses with limits sufficient to support these obligations. Cyber Liability coverage may be integrated or combined with Professional Liability or Errors and Omissions insurance. Each party will provide the other with a certificate of insurance evidencing such coverage upon request.

9. Limitation of Liability.

EXCEPT FOR (A) OBLIGATIONS OR LIABILITY UNDER SECTION 8 (INDEMNIFICATION) OR SECTION 6 (CONFIDENTIALITY), (B) DATA BREACHES AND/OR SECURITY INCIDENTS (SUBJECT TO SUPERCAP BELOW) OR (C) A PARTY'S GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, VIOLATIONS OF LAW, FRAUD, PERSONAL INJURY/DEATH OR PROPERTY DAMAGE, NEITHER PARTY WILL BE LIABLE FOR (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, AND (II) EXCEPT WITH REGARD TO LIABILITY FOR DATA BREACHES AND/OR SECURITY INCIDENTS, WHICH SHALL BE SUBJECT TO THE "SUPERCAP" PROVIDED BELOW, ANY AMOUNT THAT EXCEEDS \$500,000. NOTWITHSTANDING THE FOREGOING, LIABILITY FOR DATA BREACHES AND/OR SECURITY INCIDENTS SHALL BE SUBJECT TO A SEPARATE CAP OF \$500,000. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Franchisees. DAL franchisees ("Franchisees") may receive the Covered Services pursuant to the terms and conditions of this Agreement, provided that the Franchisee (a) is in compliance with its franchise agreement with DAL, (b) enters into an agreement with us on substantially the same terms as the Franchisee Agreement attached as Exhibit E or enters into a separate agreement with us for one or more ezCater services, and (c) is approved by DAL to participate in and to access and use the Covered Services. For clarity, DAL has no responsibility or liability for the payment of the Covered Services or fulfillment of any obligations related to Covered Services that we provide to Franchisees or the acts, omissions or obligations of the Franchisees, whether under this Agreement or any other agreement between us and that Franchisee. ezCater will use diligent efforts to replace any agreements entered into by and between ezCater and a Franchisee (or other party on behalf of a Franchisee) in relation to a Subway® restaurant existing as of the Effective Date with the Franchisee Agreement as soon as possible, except with respect to any commission rates or fees which are more favorable for the Franchisee, which, unless such Franchisee expressly elects otherwise in writing, shall be deemed to apply in connection with the Franchisee Agreement notwithstanding any commission rates or fees set forth in the Franchisee Agreement which are less favorable for the Franchisee. If applicable, we shall provide all Franchisees with a copy of our written terms of use, end user terms, or other service policy(s) with respect to the Covered Services (collectively, the "Terms of Use") in advance. We must notify DAL and the Franchisees in advance of any changes to the Terms of Use for the Franchisees. In the event of any conflict or contradiction between the Terms of Use and the provisions of this Agreement or the Franchisee Agreement, the provisions of this Agreement or the Franchisee Agreement (as applicable) will prevail.

In the event of any conflict or contradiction between any provision of this Agreement and any provision of the Franchisee Agreement, the provisions of this Agreement will prevail. Notwithstanding anything to the contrary in the Franchisee Agreement, no amendments or modifications to the Franchisee Agreement may be made without DAL's prior express written consent. In connection with any DAL-approved amendment or modification to the Franchisee Agreement, upon DAL's request (via email shall suffice in this instance), we will immediately prompt and require each Subway® franchisee who is a party to a Franchisee Agreement to accept such amendment or modification prior to being able to continue accessing or using the Covered Services or receiving any orders. We are responsible for ensuring both that the Franchisee Agreement does not conflict with this Agreement, and that no portion of the Franchisee Agreement or performance in compliance therewith will conflict with Applicable Law. We will promptly notify DAL of any proposed

changes to the Franchisee Agreement which we believe are advisable or necessary for the purpose of aligning with this Agreement or complying with Applicable Law.

Upon DAL's written request (email acceptable), we will promptly suspend or remove any Franchisee listed on our platforms (including, without limitation, from any consumer-facing interface or channel), or otherwise modify or cease providing or making accessible any Covered Services to the Franchisee, as directed by DAL in DAL's sole discretion.

10. General. Any notice under this Agreement must be in writing and delivered via email, nationally recognized overnight express courier (signature required), or registered or certified mail with postage prepaid and return receipt requested, to the addresses on the signature page (or other address given by written notice; provided, that, any legal notices may not be sent by email, and legal notices will be sent to the addresses on the signature page (or such other address) with a copy to the receiving party's General Counsel. All notices will be effective upon receipt.

You and we are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. In entering into this Agreement, each party acknowledges and agrees that all aspects of the relationship and dealings between the parties contemplated by this Agreement, including the performance of all obligations and the exercise of all rights under this Agreement, will be governed by the fundamental principle of good faith and fair dealing.

This Agreement will be governed by the laws of the State of New York, without regard to its conflict of law principles. Any dispute or controversy arising from or relating to this Agreement must be arbitrated in New York, New York, before a single arbitrator who is jointly selected and mutually approved by the parties. If the parties are unable to or fail to agree on the selection of the arbitrator within fifteen (15) days of the demand for arbitration being served, the arbitrator will be appointed by the American Arbitration Association in accordance with its rules and this Section. The arbitrator shall serve as a neutral, independent and impartial arbitrator. The arbitration will be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules (and in accordance with the expedited procedures in those rules). The arbitrator will require the non-prevailing party to pay for the costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party in connection with the arbitration, and may allocate those costs between the parties to reflect the extent each prevailed on the claims presented. Any arbitration decision rendered will be final and binding. The results of the arbitration procedure will be considered Confidential Information of both parties, provided that judgment thereon may be entered in any court of competent jurisdiction, and either party may disclose the same in connection with enforcing its rights hereunder. Notwithstanding anything to the contrary, either party and/or Subway IP LLC may bring an action for injunctive relief in any court of competent jurisdiction to protect its Confidential Information and/or intellectual property rights.

Neither party may assign this Agreement to a third party without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign without consent to an affiliate or successor entity in a merger, consolidation, business combination or sale of all or substantially all of its assets to which this Agreement relates. This Agreement may be amended only by mutual written consent. If any part of this Agreement is unenforceable, the rest will remain in effect. A party's waiver of any breach of the other party will not constitute a waiver of any subsequent breach. Except as expressly provided otherwise in this Agreement, all rights and remedies of the parties are and will be separate and cumulative. This Agreement is the entire understanding between you and us regarding the subject matter of this Agreement and supersedes all prior agreements related hereto.

Reference is made to the Subway® Nondisclosure Agreement (the "NDA") entered into as of December 21, 2018, between DAL and ezCater. Notwithstanding anything to the contrary, this Agreement will not be deemed to supersede the terms and conditions of the NDA in respect of the parties' respective obligations thereunder in relation to "Confidential Information" (as defined in the NDA) disclosed pursuant to the NDA and prior to the Effective Date hereof. All such obligations under the NDA will continue in accordance with the terms thereof.

11. Code of Conduct. Attached hereto as Exhibit F, is the current version of the Subway® Code of Conduct (the "Code") which is hereby incorporated in this Agreement. To the extent applicable to us and the services we provide to you hereunder, we shall not violate the Code or cause others to do so. The Code is intended to be supplemented by the

provisions of this Agreement, and in the event of any conflict or contradiction between any provisions of the Code, and a provision in this Agreement, the provision of this Agreement shall control. DAL shall provide us with a written notice of any changes, to the Code and Consultant shall be bound thereby as of the date of such written notice.

12. Anti-Terrorism Laws. We acknowledge that DAL or its affiliates are U.S. Government contractors. We will ensure that we will comply with all anti-terrorism laws enacted by the U.S. Government, and will not carry on business with: (i) any OFAC-sanctioned nation, entity or resident, or (ii) anyone on the U.S. Commerce Department’s Table of Denial Orders or U.S. Treasury Department’s list of Specially Designated Nationals. If, at any time during the term or any post-termination assistance period, it is determined that we or any of our personnel are not in compliance with this Section 12, then, notwithstanding anything to the contrary, this Agreement will be automatically terminated immediately without notice, without limiting any other rights or remedies of you hereunder, at law, or in equity. We acknowledge that DAL or its designee may request us to conduct investigative background searches on our personnel, with which we will comply unless such request is unreasonable.

12. Audits. We will promptly cooperate with any reasonable requests by DAL to periodically review and audit the Covered Services and related fees to the extent the information necessary for such review or audit is not readily available in ezManage, including such records as necessary to verify the proper execution and fulfillment of orders, the accuracy of payment processing, computation and remittance of taxes, and/or other obligations of ezCater under this Agreement. The conduct and results of any such audit do not relieve ezCater of any liability or responsibility under this Agreement. Such audits shall occur (a) no more than once per year at DAL’s expense (except in the event that any material discrepancy is discovered during the previous inspection or audit, in which case DAL may require follow-up access and/or another audit before the lapse of a year at our expense) and (b) during ezCater’s normal business hours. DAL will provide ezCater a reasonably detailed description of the matters subject to the review or audit in a written request and allow ezCater a reasonable period of time to produce the requested records.

By signing below, each party acknowledges that they have fully reviewed this Agreement and accept its terms, and that their signatory is duly authorized to sign on behalf of the party. This Agreement will not be effective or binding upon either party until (i) all of DAL’s signatories identified below have signed this Agreement, and (ii) a fully signed version of this Agreement is delivered to each party.

IN WITNESS WHEREOF,

EZCATER, INC.

DocuSigned by:
Stefania Mallett
F23D02D803AF464...

Signature: _____

Printed Name: Stefania Mallett

Title: CEO

Date: 05-Nov-2020

Notice Address: 40 Water Street, 5th Floor
Boston, MA 02109
Attn: General Counsel (GC@ezcater.com)

DOCTOR’S ASSOCIATES LLC

DocuSigned by:
Renee Hourigan
8EF87602906E4E6...

Signature: _____

Printed Name: Renee Hourigan

Title: Senior Director

Date: 05-Nov-2020

DocuSigned by:
John Scott
162C82FE75654E5...

Signature: _____

Printed Name: John Scott

Title: SVP, Business Transformation

Date: 06-Nov-2020

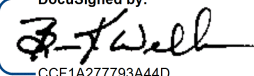
DocuSigned by:
Mike Kappitt
ECDD9C78D2E048C...

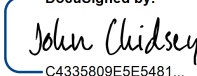
Signature: _____

Printed Name: Michael Kappitt

Title: Chief Operating and Insights Officer

Date: 06-Nov-2020

DocuSigned by:

CCF1A277793A44D...
Signature: _____
Printed Name: Ben Wells
Title: Chief Financial Officer
Date: 06-Nov-2020

DocuSigned by:

C4335809E5E5481...
Signature: _____
Printed Name: John Chidsey
Title: CEO
Date: 07-Nov-2020

Notice Address:
c/o Franchise World Headquarters, LLC
325 Sub Way
Milford, CT 06461
Attn: Global Contracts

EXHIBIT A
Covered Services

Services you will use (check all that apply):

- Marketplace - Allows you to grow and manage your catering business through our suite of marketing, promotional and catering management solutions.
- ezOrdering - Allows you to offer visitors to your own website(s) (including your Facebook page(s) and any other legitimate online presence) the ability to place orders for your catering and to receive associated marketing that we provide to help grow your catering business.
- Direct Entry - Allows you to manually enter into the ezManage system your catering orders received from channels outside the Marketplace and ezOrdering (such as phone or walk-in).
- ezDispatch - Allows you to utilize a network of delivery service providers we have set up to deliver orders you have received through the Marketplace, ezOrdering, and Direct Entry.
- ezCallCenter – see Amendment No. 1

See Exhibits B-D and Amendment No. 1 for more detailed descriptions and your and our additional rights and responsibilities for each Covered Service.

Fees for each order placed with a Subway® Franchisee through the applicable Covered Service:

Service	Fee	Fee on Credit Card Basis (defined below)
Marketplace for non-Ringfenced (defined below) customer	<p>Introductory Fee of 10% on Commission Basis (defined below) for 6 months for all Locations (defined below) that join by March 31, 2021.</p> <p>Thereafter, the Fee is calculated on Commission Basis, based on the number of Locations:</p> <ul style="list-style-type: none"> • Tier 1: 15% for Locations 1-3,000 • Tier 2: 14.5% Locations 3,001-4,500 • Tier 3: 14% Locations 4,501-6,000 • Tier 4: 13.5% Locations 6,001-7,500 • Tier 5: 13% Locations 7,501+ <p>“Locations” means Subway® locations that are live on the Marketplace and subject to the Fees described in this table, including the existing Subway® locations that are live on the Marketplace as of the Effective Date. These existing Locations count towards Tier 1 above.</p> <p>“Locations” does not include your ~8,000 trial locations that do not pay Fees, and such trial locations are not counted towards the above tiers unless and until any such location joins the Marketplace on a Fee-paying basis.</p>	2.75%

	When the number of Locations reaches the next tier, all Locations will be subject to the new tier's Fees. For example, when Location 3,001 goes live on the Marketplace, all 3,001 Locations will be subject to a Fee of 14.5% on Commission Basis.	
Marketplace for Ringfenced customer	5% on Commission Basis	2.75%
ezOrdering	5% on Commission Basis	2.75%
Direct Entry	0%	2.75%
ezDispatch	\$30 when the Order Subtotal is under \$300, regardless of any delivery fee you charge. 10% of Order Subtotal when Order Subtotal is equal to or greater than \$300, regardless of any delivery fee you charge.	N/A

“Commission Basis” means the total amount a customer pays for an order they place with you through the service, excluding any voluntary tip and taxes.

“Order Subtotal” means the total amount a customer pays for an order they place with you through the service, excluding any delivery fee, voluntary tip and taxes.

“Credit Card Basis” means the total amount a customer pays for an order they place with you through the service, excluding any voluntary tip.

A customer is “ringfenced” to you if they first created an ezCater account from an ezOrdering link attributed to you (even if they did not place an order at that time). If you own locations of more than one brand, the customer is ringfenced only to your locations that are of the brand they linked from when they created the ezCater account. Therefore, the reduced ringfence commission will apply only on Marketplace orders the customer places with that brand.

Approximately one (1) year following the Effective Date, the parties will evaluate orders fulfilled, performance of the Locations, and the Fees. Any changes to the above Fees will be pursuant to written amendment signed by both parties.

We may offer you the opportunity to participate in opt-in programs from time-to-time that promote and market you in additional ways. You may owe additional Fees if you choose to participate in these programs. Programs will be on an opt-in basis, and no Fees (if any) will be incurred until you opt-in.

EXHIBIT B
Service Descriptions and Our Rights and Responsibilities

This Exhibit B sets forth additional rights and obligations of the parties under, and is incorporated into, the Agreement. In the event of a conflict between the terms of the Agreement and this Exhibit B, the terms of the Agreement shall control.

Service*	Marketplace	ezOrdering	Direct Entry
Orders and Promotion	<ul style="list-style-type: none"> We will display you on ezCater’s Marketplace website(s) and mobile app(s), and enable Marketplace customers to place orders through those website(s) and app(s). We may promote your Marketplace presence in other ways, including online channels such as Google, Bing and email, and offline channels and campaigns, subject to the terms set forth on Section 3(b) of the Agreement. We will work cooperatively with DAL to mutually build a Subway marketing plan within the Marketplace, which work shall be provided at no additional cost unless costs for certain services are agreed to in advance by DAL in writing. Additionally, some program fees may be waived and marketing programs/placements made available at no charge. We may offer you the opportunity to participate in opt-in marketing programs from time-to-time. These programs may make you more attractive to customers and/or modify your placement in the Marketplace. There may be costs and other requirements for participation in these programs, which will be spelled out when such offers are made. 	<ul style="list-style-type: none"> We will provide you an ezOrdering link to place on your webpage(s), app(s), other online location(s), and in your promotional material(s). Customers who click on a live ezOrdering link will be directed to an ezOrdering page we will host and create for you and may place orders through that page. We may promote your ezOrdering capability in various ways, including online channels such as Google, Bing, and email, and offline channels and campaigns, subject to the terms set forth on Section 3(b) of the Agreement. 	<ul style="list-style-type: none"> We may promote your ezOrdering capability (if you use it) in various ways, including online channels such as Google, Bing, and email, and offline channels and campaigns, using the name and contact information of any customer you enter using Direct Entry, subject to the terms set forth on Section 3(b) of the Agreement
Customer Service	<ul style="list-style-type: none"> We expect to address all Marketplace order questions, changes and issues. ezCater will user commercially reasonable efforts to re-route orders rejected by a Franchisee to the nearest Subway locations and use a reasonable number of attempts to get the order accepted. 	<ul style="list-style-type: none"> Same as Marketplace. 	<ul style="list-style-type: none"> N/A

ezManage Software	<ul style="list-style-type: none"> We will grant you a license to the ezManage catering management software, which (among other things) allows you to view and track Marketplace orders. We acknowledge that the current software system does not allow for timely changes to menu pricing given the volume of Subway restaurants. As part of the services offered and (subject to maintenance of the pricing tiers set forth in <u>Exhibit A</u> through March 31, 2021) at no additional cost, we will complete and implement system improvements as soon as reasonably practicable, which will allow for menu pricing changes on demand. In the meantime, we will promptly address any menu changes that you submit. 	<ul style="list-style-type: none"> We will grant you a license to the ezOrdering online order capture software, which (among other things) allows you to capture orders on your own website(s), and view and track those orders. 	<ul style="list-style-type: none"> We will grant you a license to the ezManage direct entry software, which (among other things) allows you to input, track and manage orders you enter from channels outside the Marketplace and ezOrdering.
Collection and Payments	<ul style="list-style-type: none"> We will collect payments from the customer, and pay you by electronic funds transfer at least weekly the total amount paid for Marketplace orders you have fulfilled, less the Marketplace Fees outlined on <u>Exhibit A</u>. Our billing cycle runs from Monday to Sunday. Each weekly payment will be made on Tuesday and will cover orders delivered in the previous week's billing cycle. Please allow 1–7 business days for payment, depending on payment method. If any orders are in dispute due to any alleged acts or omissions of the Franchisee, we may, acting reasonably and in good faith and with prior written notice to you, withhold payment on those orders, and we will resolve the dispute as quickly as possible. If the dispute relates to providing a customer monetary compensation, we will notify you before providing such compensation. If we are unable to reach you, we will process the compensation and email you a written notice of what we compensated. If you dispute it after the 	<ul style="list-style-type: none"> Same as Marketplace except that we will deduct the ezOrdering Fees outlined on <u>Exhibit A</u> rather than the Marketplace Fees. For clarity, like Marketplace, we will bear any loss associated with fraudulent transaction claims relating to your ezOrdering orders or customer service issues that were under the control of ezCater or its drivers. 	<ul style="list-style-type: none"> Same as Marketplace, except that we will deduct the Fee on Credit Card Basis described on <u>Exhibit A</u> if the customer pays with a credit card through ezCater.

	<p>fact, the parties will work cooperatively in good faith to resolve such dispute.</p> <ul style="list-style-type: none"> • This payment schedule may change, at our discretion, but you will never be paid less frequently than weekly. • We will bear any loss associated with fraudulent transaction claims relating to your Marketplace orders or customer service issues that were under the control of ezCater or its drivers. 		
Data Sharing	<ul style="list-style-type: none"> • We will provide you the information needed to fulfill and deliver the order for all Marketplace orders. • For Marketplace orders placed by your ringfenced customers, we also will provide you the customer name and contact information we receive to the extent permitted by applicable Federal and state law. You may use this information to market to and otherwise contact these customers in accordance with applicable law and your privacy policy. • All data will be encrypted and transmitted by ezCater in a secure manner. 	<ul style="list-style-type: none"> • Same as Marketplace except that we will also provide you the customer name and contact information we receive for all of your ezOrdering orders, whether the customer is ringfenced to you or not, to the extent permitted by applicable Federal and state law. • All data will be encrypted and transmitted by ezCater in a secure manner. 	<ul style="list-style-type: none"> • N/A

*See Exhibit D for ezDispatch service description and your and our additional rights and responsibilities if you use this service.

Reporting: ezCater will provide DAL with reporting as mutually agreed upon, including a monthly list of customers that are “ringfenced” to DAL, as well as the following: Marketing campaign KPSs (clicks, conversion rates, attribution, new v. repeat customers, etc.); customer segmentation data, which would be highly detailed for ezOrders and higher level for Marketplace; for ezOrders, the ability to pull Customer Data to build and add to your marketing database; and for enterprise/corporate accounts, full reporting as outlined above as related to each enterprise account (e.g., Microsoft).

EXHIBIT C
Your Rights and Responsibilities

Service*	Marketplace	ezOrdering	Direct Entry
Your Content	<ul style="list-style-type: none"> • Franchisee will provide us location name(s), address(es), description(s), catering menus, prices, images, delivery and service fees, store and driver personnel contact information, and any other agreed upon information so we can promote you and facilitate your orders. • Franchisee agrees to promptly contact us when your catering menus, catering menu prices or catering delivery or service fees change so we can keep them up to date in the Marketplace. • Franchisee agrees that, except for temporary short-term promotions offered from time to time, the catering menu prices and fees Franchisee provides us for a given location to display in the Marketplace will match the lowest prices and fees for those catering menu items Franchisee offer customers for that location, whether that be in-store, over the phone or through any other website or online channel. The foregoing does not apply to any items that are not on the catering menu. 	<ul style="list-style-type: none"> • Same as Marketplace 	<ul style="list-style-type: none"> • N/A
Order Acceptance/ Rejection	<ul style="list-style-type: none"> • Franchisee agrees to accept or reject orders received during its normal business hours within 15 minutes of receipt. • If an order is received outside Franchisee's normal business hours, Franchisee will accept or reject the order within 15 minutes after the start of its normal business hours the following day. 	<ul style="list-style-type: none"> • Same as Marketplace 	<ul style="list-style-type: none"> • N/A
Customer Service	<ul style="list-style-type: none"> • If a Marketplace customer contacts Franchisee with an order question, change or issue, Franchisee will direct them to us to address their issue. 	<ul style="list-style-type: none"> • Same as Marketplace 	<ul style="list-style-type: none"> • Franchisee is responsible for all customer service and order processing, including any

	<ul style="list-style-type: none"> Franchisee agrees to work with us to address any customer service issues we cannot address on our own. 		<p>promotions or discounts Franchisee wishes to offer.</p>
Food Preparation	<ul style="list-style-type: none"> Franchisee agrees to prepare orders in accordance with the order details and instructions we provide; however, Franchisee has no obligation to comply with instructions that do not conform to Subway® operational standards or requirements. 	<ul style="list-style-type: none"> Same as Marketplace 	<ul style="list-style-type: none"> N/A
Food Delivery/Pickup	<ul style="list-style-type: none"> Both your and our reputations depend on timeliness. For delivery orders that do not utilize ezDispatch, Franchisee agrees to deliver (or have delivered) food orders no more than 15 minutes before or 5 minutes after the delivery time. For takeout orders, pickup orders, and orders that use ezDispatch, Franchisee agrees to have the food ready for pickup no more than 15 minutes before or 5 minutes after the pickup time. 	<ul style="list-style-type: none"> Same as Marketplace 	<ul style="list-style-type: none"> N/A
Taxes	<ul style="list-style-type: none"> In states where ezCater orders are subject to tax, we are responsible for charging the customer the appropriate tax rates on the order. Such taxes may include: state, city, county and municipality rates for sales and/or use, meals, prepared foods, or other similar tax categories that apply to ezCater orders. The rates are based on the physical address of each Subway® restaurant. Many states are adopting marketplace facilitator laws that may obligate ezCater to remit certain taxes in those states. In states where ezCater has determined that the marketplace reseller rules apply, ezCater will remit such taxes. The type of tax we remit varies from state to state depending on the state’s marketplace facilitator law(s) and tax collection practices. Our website provides guidance to 	<ul style="list-style-type: none"> Same as Marketplace 	<ul style="list-style-type: none"> Same as Marketplace

	<p>the franchise owners in order that they understand when the tax and which taxes are submitted by ezCater.</p> <ul style="list-style-type: none">• The taxes we may remit to the states may be any combination of state sales tax, state-administered local sales tax, and state-administered meals tax. We do not remit any locally-administered taxes, including meals tax that is locally-administered, anywhere. Please visit https://www.ezcater.com/company/tax-remittance/ for more details, including which taxes we remit in which states.• For any taxes we do not remit, we will include such taxes in your payments from us (see additional detail about payments in <u>Exhibit B</u>). Franchisee agrees that Franchisee remains responsible for remitting those taxes correctly to all appropriate agencies.• In the event we are subject to an audit relating to taxes on your ezCater orders, Franchisee will provide us (at Franchisee's expense) any reasonable assistance we request for the audit, such as providing evidence to demonstrate that Franchisee paid and filed any local taxes which you are responsible for remitting, except to the extent due to ezCater's failure to comply with its withholding and payment obligations hereunder with respect to such local taxes under this section.• Likewise, in the event that a Franchisee is subject to an audit relating to taxes on the		
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	<p>Franchisee’s ezCater orders, ezCater will provide the Franchisee (at ezCater’s expense) any reasonable assistance the Franchisee requests for the audit, such as providing evidence to demonstrate that ezCater paid and filed taxes on the ezCater orders under the marketplace facilitator rules.</p> <ul style="list-style-type: none"> • If you have any questions or concerns about our tax procedures please reach out to taxteam@ezcater.com for assistance. • As laws and practices regarding tax remittance change, we will promptly notify the Franchisee by email of such change, and use commercially reasonable efforts to modify our tax remittance procedures such that Franchisee and we come timely into compliance with any new laws or practices (e.g., updating tax rates to reflect any changes that take effect). If you have a question relating to any changes to our tax procedures, please reach out to taxteam@ezcater.com within 30 days following the first order you receive after such change has taken place. • ezCater agrees to work cooperatively and in good faith with the Franchisee to promptly resolve any disputes about calculation, collection and payment of any such taxes. 		
Data Sharing	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Upon Franchisee’s prior written consent, we may use the name and contact information of any customer it enters using Direct Entry, solely to encourage those customers to place orders through Franchisee’s ezOrdering link if it has one.

<p>Other</p>	<ul style="list-style-type: none"> • Franchisee will bear any loss associated with customer service issues that were under its control. 	<ul style="list-style-type: none"> • Franchisee will bear any loss associated with customer service issues that were under its control. • You will place or have placed the ezOrdering link on your website(s) and/or app(s). You acknowledge that the location of the ezOrdering link on your website(s) or app(s) can significantly alter its effectiveness in generating catering orders for you. 	<ul style="list-style-type: none"> • Franchisee agrees to bear any loss associated with fraudulent transaction claims relating to Franchisee Direct Entry orders and customer service issues that were under its control.
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*See [Exhibit D](#) for your additional ezDispatch rights and responsibilities if Franchisee uses this service.

EXHIBIT D
ezDispatch

Service Description and Our Responsibilities

Delivery Providers

We will source, recruit and train delivery providers, who are our independent contractors. We also will manage all aspects of the delivery provider relationship, including coordination of order fulfillment, management of delivery issues, and payment of delivery providers. We enter into written agreements with each delivery provider that obligates such delivery provider (and their drivers as applicable) to comply with our operating procedures, which include:

- Achieving a monthly on-time percentage with respect to the timeliness of their deliveries;
- Maintaining adequate equipment for catering orders, such as hot and cold bags, cambros, carts, and other equipment required by the catering partner;
- Providing the services in a professional and workmanlike manner, including proper dress, proper means of prompt communication and adequate technology;
- Having a valid U.S. driver's license;
- Carrying industry standard insurance coverages; and
- Complying with order acceptance/rejection, pick-up and delivery timelines.

Order Fulfillment

We will use commercially reasonable efforts to find suitable delivery providers from within our network for the Marketplace, ezOrdering and Direct Entry orders for which Franchisee requests delivery and to cause such providers to pick up order(s) from Franchisee and to deliver Franchisee order(s) to customers, both in the appropriate time windows as specified elsewhere in this Agreement. We will instruct ezDispatch drivers to arrive at the Subway location within enough time to ensure orders are delivered no more than 15 minutes before or 5 minutes after the delivery time. For Franchisees who are not enrolled in automatic ezDispatch, if we cannot secure a driver within a reasonable period of time, we will promptly send an email confirmation to the store location letting them know we are unable to set up ezDispatch and prompt them to deliver on their own. For Franchisees that are enrolled in automatic ezDispatch, they will not see the order come through ezManage if a driver cannot be secured. We would then cancel and replace the orders with another Subway location that we have confirmed can make the delivery.

Delivery Fees and Payments

We will charge each customer for whom Franchisee uses ezDispatch delivery services the delivery fee Franchisee set for the order, if any. We will deduct from the payment we make to Franchisee for the order, the applicable ezDispatch Fee set forth on Exhibit A regardless of the delivery fee, if any, Franchisee charges the customer. Any voluntary tip the customer adds to the order will be retained by the delivery provider.

Your Responsibilities

Fees

Franchisee agrees that for each order that utilizes ezDispatch we may deduct the applicable ezDispatch Fee set forth on Exhibit A from the payment we make to Franchisee for such order.

Food Delivery and Pickup

Franchisee agrees to have the food ready for pickup no more than 15 minutes before or 5 minutes after the pickup time.

EXHIBIT E
Franchisee Agreement to ezCater Master Services Agreement

Only applicable if you have any franchisee(s) that will be using any of the Covered Services.

See attached.

Franchisee Agreement to ezCater Master Services Agreement

This Franchisee Agreement to ezCater Master Services Agreement (the “Agreement”), effective as of the last date on the signature page (the “Franchisee Effective Date”), is made by and between ezCater, Inc. (“ezCater”, “we”, “our” or “us”) and the undersigned franchisee (“you” or “your”):

1. ezCater Master Services Agreement. Doctor’s Associates LLC (the “Franchisor”) has entered into an agreement with us (the “Master Services Agreement”) for certain services that help restaurant and catering locations grow and manage their catering and associated business (the “Covered Services”). You acknowledge that a copy of the Master Services Agreement has been provided to you. The Master Services Agreement allows you to elect to receive the Covered Services, subject to certain terms and conditions further described in this Agreement. By executing this Agreement, you (a) represent to us that you are in compliance with your franchise agreement with Franchisor, (b) agree to be subject to the terms and conditions of both this Agreement and the Master Services Agreement (as may be amended from time to time by Franchisor and us), which is incorporated herein by reference, and (c) agree that we may share with Franchisor all information we obtain regarding your use of the Covered Services. Unless otherwise set forth herein, all references to “you”, “your”, or “Franchisee” in the Master Services Agreement are as defined therein, and all references to “restaurants” are deemed references to each restaurant you own or operate (the “Franchisee Restaurants”).

2. Payments and Liability. You (and not the Franchisor) will be solely responsible and liable for fulfilling your obligations under this Agreement, including paying any Fees and other amounts payable under the Master Services Agreement with respect to the Covered Services you receive and any indemnification obligations.

3. Term and Termination. This Agreement will commence on the Franchisee Effective Date and continue until the expiration or termination of the Master Services Agreement, unless earlier terminated in accordance with this Section. Either you or we may terminate or suspend this Agreement in accordance with the terms set forth in Sections 5 and 9 of the Master Services Agreement. In addition, this Agreement will automatically terminate upon our notice to you that the Franchisor has required such termination and/or we learned that you have lost your rights as a franchisee.

4. Franchisee Contact. Notices under this Agreement to Franchisee will be sent to the location set forth below.

5. Entire Agreement. This Agreement, including the incorporated Master Services Agreement, sets forth the entire agreement between you and us with respect to the subject matter hereof and supersedes any prior agreement entered into between you and us for one or more of the Franchisee Restaurants, except as expressly set forth in the Master Services Agreement.

IN WITNESS WHEREOF,

EZCATER, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address: 40 Water Street, 5th Floor
Boston, MA 02109
Attn: General Counsel (GC@ezcater.com)

Franchisee: _____
(Print legal entity name)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address: _____

EXHIBIT F
Code of Conduct



Vendor Code of Conduct

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INTRODUCTION

Subway (“we” or us”) is committed to providing a variety of great tasting, healthier food choices while reducing our environmental footprint and creating a positive influence in the communities we serve around the world. We are on a journey. Our vision is to make our restaurants and operations as environmentally and socially responsible as possible. Every day, we strive to conduct business in a way that has a positive impact on the environment while improving the lives of our customers, franchisees, employees, vendors and communities worldwide. We believe that using good, environmentally sound business practices improves our customers dining experience, helps increase Subway® franchisees' profitability, as well as helps to protect the planet. Similarly, we expect both vendors to the Subway® system and franchisees to support this commitment to integrity by complying with and training their employees on this Vendor Code of Conduct.

CODE OF CONDUCT

This Vendor Code of Conduct (“Code”) applies to all vendors while conducting business with or on behalf of Subway or otherwise supplying goods or services to be sold to Subway® franchisees throughout the world.

This Code states the standards that we expect the companies and businesses, (“Vendor” or “you”) that we do business with to follow.

Vendors are expected to self-monitor and demonstrate their compliance with this Vendor Code of Conduct. We may require the immediate removal of any Vendor representative(s) or personnel who behave in a manner that is unlawful or inconsistent with this Code or any Subway® policy.

This Code is subject to amendment to reflect any subsequently developed standards either by us or any other organization whose standards we choose to adopt.

Note: This Code contains general requirements applicable to all our Vendors. Particular vendor contracts may contain more in depth provisions addressing some of these same requirements. For example, vendors that are supplying food and equipment products as part supply chain will be expected to adhere to our Subway Employment Practices Policy – Supply Chain. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent there is any inconsistency between this Code and any other provision of a particular contract, the other provision will control.

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CHAPTER 1
EMPLOYMENT PRACTICES

Freedom of Association and Collective Bargaining

Respect employees' right to join, form, or not to join a labor union without fear of reprisal, intimidation or harassment. Where employees are represented by a legally recognized union, establish a constructive dialogue with the employees' freely chosen representatives and bargain in good faith with the employees' representatives.

Prohibit Child Labor

Adhere to the minimum age provisions of applicable laws and regulations.

Prohibit Forced Labor and Abuse of Labor

Prohibit physical abuse of employees and prohibit the use of all forms of forced labor, including prison labor, indentured labor, bonded labor, military labor, slave labor or any form of human trafficking.

Eliminate Discrimination

Maintain workplaces that are free from discrimination or physical or verbal harassment. Recruitment, hiring, placement, training, compensation, and advancement should be based on qualifications, performance, skills and experience.

Work Hours and Wages

Compensate employees relative to the industry and local labor market. Fully comply with applicable wage, work hours, overtime and benefits laws. Offer employees opportunities to develop their skills and capabilities, and provide advancement opportunities where possible.

Provide a Safe and Healthy Workplace

Provide a secure, safe and healthy workplace. Maintain a productive workplace by minimizing the risk of accidents, injury, and exposure to health risks.

CHAPTER 2

TRADEMARKS

Subway® Vendor Trademark Usage Guide

This Guide is designed to assist Vendors who have been authorized to use certain Subway® trademarks as stated in a written agreement with us.

Subway IP LLC owns Subway® family of trademarks ("SIP Marks"). The SIP Marks identify the products and services of Subway® restaurants, signifying quality and value to its consumers, and distinguishing Subway® products and services from competitors. The SIP Marks are among SIP's most important and valuable assets. It is essential that all Vendors understand the proper way to use the SIP Marks. The rules presented below are intended to illustrate the proper usage.

If under an agreement with us, Vendor is granted permission to use the Subway® wordmark, logos and Choice Mark ("Licensed Marks") on product packaging of product that we have approved for sale to Subway® franchisees it does not grant Vendor permission to use the Licensed Marks to advertise your products or services to third parties or for any other purpose. It also does not grant you permission to use any other SIP Mark or element of the System. If Vendor would like to use the Licensed Marks in any other manner, or if Vendor would like to use any other SIP Marks, Vendor will need to submit Application for Permission to Use Subway® Trademark or otherwise obtain written permission. Please reach out to your internal business contact for more details on this.

General Rules

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- The Subway Marks you may be licensed to use include: Subway®, the Subway® logos and the Subway® Choice Mark.
 - Always use proper trademark notice, i.e., ® or ™ with the Licensed Marks. The Company will advise as to which notice symbol should be used in connection with each Licensed Mark as this will change from country to country.

- The Company will provide you with all logos. You may not obtain from other sources.
- The proportions and color of the logos provided may not be altered in any way. They should never be skewed, distorted or otherwise changed.
- The logos should never be used in a sentence.
- Spell the Licensed Marks correctly. Do not deviate from the established spelling.
- The Licensed Marks which are not also logos should always appear in initial caps.
- Do not pluralize the Licensed Marks.
- Do not use the Licensed Marks in a possessive form.
- Do not superimpose the Licensed Marks over product images.
- If being used in a sentence, the Licensed Marks must be used in conjunction with the generic name of the product or services its modifying.
 - Correct: Today I ate at a Subway® restaurant.
 - Incorrect: Today I ate at Subway®.
- Always use the trademark legend when using Licensed Marks, i.e., Subway® is a registered trademark of Subway IP LLC This can be translated if required.

CHAPTER 3

ANTI-CORRUPTION

We are committed to observing the standards of conduct set forth in the U.S. Foreign Corrupt Practices Act (“FCPA”) and the anti-corruption and anti-money laundering laws of the countries in which we operate. Vendors must comply with all applicable anti-corruption and anti-money laundering laws, including the FCPA, as well as laws governing lobbying, gifts, and payments to public officials, political campaign contribution laws, and other related regulations. Vendors must not, directly or indirectly, offer to pay anything of value (including travel, gifts, hospitality expenses, and charitable donations) to any official or employee of any government, government agency, political party, public international organization, or any candidate for political office to improperly influence any act or decision of the officials, employee, or candidate for the purpose of promoting our business interests in any respect, or otherwise improperly promote our business interests in any respect.

CHAPTER 4

GIFTS/CONFLICTS OF INTEREST

Gifts

Vendor should avoid making gifts to our employees and representatives because even a well-intentioned gift might constitute a bribe under certain circumstances or create a conflict of interest. Vendor may not offer anything of value to obtain or retain a benefit or advantage for the Vendor nor offer anything that might appear to influence, compromise judgment, or obligate our employee or representative. If a Vendor offers a gift, meal, or entertainment to our employees, the Vendor must always use good judgment, discretion, and moderation. Any gift from a Vendor must also be permissible under the gift policy that our employees are required to adhere to as well as the laws of the country that they work. In no instance should any permitted gift exceed the equivalent of \$100 USD. Any gifts, meals, or entertainment must comply with applicable law, must not violate the giver’s and/or recipient’s policies on the matter, and must be consistent with local custom and practice.

Conflicts of Interest

Vendor must avoid the appearance of or actual improprieties or conflicts of interests. Vendor must not deal directly with any of our employees whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Vendor. In the course of negotiating any agreement or performing any obligations under an agreement, dealing directly with our employee’s spouse, domestic partner, or other family member or relative is also prohibited.

CHAPTER 5

PERSONAL INFORMATION

Our Vendors protect the privacy of personal information and comply with applicable privacy laws as well as comply with standards against unauthorized access or use in accordance with our provided standards.

CHAPTER 6 ENVIRONMENT

We support Subway® franchisees acting in an environmentally sustainable manner whenever possible, and we expect Vendors to the Subway® system to share our commitment by working toward streamlining supply chains, using sustainable sourcing practices, helping to reduce energy, water usage and protecting the environment. As a part of this commitment, our Vendors must:

- Comply with all applicable environmental laws and regulations.
- Endeavor to reduce or eliminate waste of all types, including water and energy, by implementing appropriate conservation measures in their facilities, through their maintenance and production processes, and by recycling, re-using or substituting materials.
- Obtain, maintain, and keep current all required environmental permits and registrations and follow the operational and reporting requirements of such permits.
- If applicable, identify the chemicals or other materials being released that pose a threat to the environment and manage them appropriately to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.
- Adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances, including labeling for recycling and disposal.

CHAPTER 7 BUSINESS RECORDS

Vendor shall honestly and accurately record and report all business information related to the vendor's business with us. This includes the proper recording of all expenses and payments. If we are being charged for a vendor's employee's time, time records must be complete and accurate.

CHAPTER 8 PRESS

Vendor will not speak to the press on our behalf or make any statement concerning our business relationship with the Vendor unless we have provided the Vendor with written authorization to do so.

CHAPTER 9 REPORT IT

If you wish to report questionable behavior or a possible violation of this Code of Conduct, you are encouraged to work with your internal business contact in resolving your concern. If that is not possible or appropriate, please contact us through any of the following methods:

- **Email:** Send an email to Enterprise Risk Management at compliance@subway.com with the subject heading of REPORT IT – Subway Vendor Code of Conduct
- **Mail:** Send a letter to Enterprise Risk Management at Franchise World Headquarters, LLC, 325 Sub Way, Milford, CT 06461 with the attention line of REPORT IT – Subway Vendor Code of Conduct

We will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this Code of Conduct. Issues regarding Subway® restaurants must be directed to our Customer Care team through the subway.com website.

Exhibit G
Data Privacy Addendum

1. Scope. In connection with the services we provide you under the Agreement, you may provide to us the Personal Information of your customers. This Addendum governs how we Process such Personal Information and our security requirements with respect to such Personal Information.

2. Definitions.

a. “Data Privacy Laws” means all applicable laws, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to privacy, data protection, data security, breach notification, or the Processing of Personal Information, including without limitation, to the extent applicable, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* (“CCPA”). If our Processing activities involving Personal Information are not within the scope of a given Data Privacy Law, such law is not applicable for purposes of this Addendum. For example, if a Data Privacy Law applies to only residents of a certain state, our obligations under this Addendum that relate to such Data Privacy Law will only apply to Data Subjects who are residents of that state.

b. “Data Subject” means an identified or identifiable natural person who is your customer about whom Personal Information relates.

c. “Personal Information” includes “personal information,” “personal data,” and “personally identifiable information,” or similar terms, which you provide us about Data Subjects and such terms will have the same meaning as defined by applicable Data Privacy Laws.

d. “Process” and “Processing” mean any operation or set of operations performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

e. “Security Breach” means any confirmed accidental or unlawful acquisition, destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information of one or more Data Subjects.

3. Scope and Purposes of Processing. We will Process any Data Subject’s Personal Information: (a) to fulfill our obligations to you under the Agreement, including this Addendum; (b) on your behalf and per any written instructions you provide us; and (c) consistent with industry standards designed to ensure such Personal Information is Processed in compliance with applicable Data Privacy Laws. For the avoidance of doubt, we will not “sell” any Data Subject’s Personal Information as defined by the CCPA.

4. Personal Information Processing. We will: (a) ensure that the persons we authorize to Process any Data Subject’s Personal Information are bound to confidentiality obligations; (b) upon your written request, provide you reasonable assistance fulfilling your obligation to respond to bona fide requests from Data Subjects to exercise their rights under Data Privacy Laws (e.g., access or deletion requests); (c) promptly notify you of any bona fide requests for access to or information about our Processing of any Data Subject’s Personal Information on your behalf, unless prohibited by Data Privacy Laws; and (d) provide you reasonable assistance in connection with fulfilling your obligations required by applicable Data Privacy Laws, at your expense.

5. Data Security. We will implement appropriate administrative, technical, physical, and organizational measures to protect any Data Subject’s Personal Information consistent with industry standards and Data Privacy Laws. For example: (a) reasonable technical and organizational measures to protect against unauthorized or unlawful processing of such Personal Information and accidental loss of or damage to such Personal Information; (b) physical access controls; (c) data access and data transfer controls; (d) internal and external vulnerability scans; and (e) incident response procedures.

6. Security Breach. We will notify you promptly following our confirmation of any Security Breach. We will comply

with the Security Breach-related obligations directly applicable to us under Data Privacy Laws and will assist you in your compliance with your Security Breach-related obligations, including (a) taking reasonable steps to mitigate the adverse effects of the Security Breach, and (b) providing you information, to the extent known, about the nature of the Security Breach, the likely consequences of the Security Breach, and the measures we have taken to address the Security Breach.

7. Subcontractors. You acknowledge and agree that we may use affiliates and other subcontractors to Process Personal Information in accordance with the provisions within this Addendum and Data Privacy Laws, provided we are responsible for their compliance with the relevant obligations of this Agreement (including this Addendum). If we do this, we will take reasonable steps to select and retain subcontractors that are capable of maintaining appropriate privacy and security measures.

8. Survival; Return or Destruction of Personal Information. The provisions of this Addendum survive the termination or expiration of the Agreement for so long as we or our subcontractors Process any Data Subject's *Personal Information*. Upon your written request, we will (a) return and/or securely destroy all Personal Information of Data Subjects in our possession, except to the extent required otherwise by Data Privacy Laws, and (b) certify our compliance with this Section.