

**WOW BAO**  
**PRODUCT RESALE AGREEMENT**  
**FOR “DARK/GHOST KITCHENS”**

This WOW BAO Product Resale Agreement (this “**Agreement**”) is made by and between WOW BAO LLC, an Illinois limited liability company (“**Supplier**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Reseller**”). This Agreement is effective as of the date Supplier signs it, which is set forth next to Supplier’s signature at the end of this Agreement (the “**Effective Date**”). Supplier and Reseller are referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. **Grant of Rights; Supplier’s Reservation of Rights.**

- a) **Grant.** Supplier hereby appoints Reseller, and Reseller accepts the appointment, to act as a non-exclusive reseller during the Term (defined below)—at and from the ghost kitchen, dark kitchen, or other food-service facility (each, a “**Facility**” and collectively the “**Facilities**”) identified in the Statement of Work attached to this Agreement as Schedule 1 (the “**SOW**”)—of the products, and only those products, identified in the SOW, as amended by Supplier from time to time (the “**Products**”). Reseller may offer and sell the Products only to those customers (“**Customers**”), and only through the approved third-party delivery service providers in the territory (“**Providers**”), specified in the SOW. Supplier makes no representation, warranty, or guarantee that Reseller’s offer and sale of the Products to the Customers or through the Providers will meet Reseller’s business objectives. Reseller alone is responsible for all obligations to Providers, for all Product preparation, and for ensuring that Providers comply with the Product-handling and delivery specifications, and the Customer-complaint and Product-return policies, set forth in Section 2 below, the SOW, and the Materials (defined below).
- b) **Trademark License.** Supplier hereby grants to Reseller a non-exclusive, non-transferable, and non-sublicensable license to use certain trademarks, service marks, and commercial symbols, including “WOW BAO” (collectively, the “**Trademarks**”), during the Term in connection with Reseller’s authorized preparation, promotion, advertising, and sale of the Products at or from the Facilities. Reseller must comply with all Trademark-use standards and restrictions Supplier communicates from time to time in the SOW, the Materials, or otherwise; Supplier may change such standards and restrictions as it deems best to protect the WOW BAO brand. Except for the license granted by this Agreement, Reseller has no rights whatsoever in or to the Trademarks, the Products, or any IP Rights (defined in Section 5).
- c) **Reservation of Rights.** Supplier (and its affiliates) reserves all rights not expressly granted to Reseller in Section 1(a), including the right to offer, sell, and distribute the Products—and authorize third parties to offer, sell, and distribute the Products—on any terms and conditions Supplier deems appropriate, directly or indirectly through any other party, and to any customer and in any channel of distribution, no matter where located or operated, including third-party delivery service providers, e-commerce, distributors, other resellers, retailers, restaurants, and other food-service establishments and consumers.
- d) **Initial Reseller Fee.** Reseller agrees to pay Supplier an initial reseller fee equal to \$495 for each Facility identified in the SOW upon Reseller’s execution of this Agreement. No other fees or required payments are or will be due from (or have been paid or will be payable by) Reseller to Supplier on account of the rights granted by this Agreement.

2. **Purchase of Products; Operational Standards.**

- a) **Standards.** Reseller agrees to store, prepare, package, label, display, market, offer, and sell the Products in accordance with Supplier’s specifications, recipes, and standards (collectively, the “**Standards**”), as set forth in Supplier’s written instructions and materials provided to Reseller (the “**Materials**”) and the SOW, as Supplier may amend them from time to time. Reseller is solely responsible for acquiring and maintaining all required licenses, certifications, and permits to perform its obligations under this Agreement and otherwise for complying with all laws applicable to its business. Reseller agrees to acquire the equipment, as necessary, and the branded and non-branded packaging, Product inventory, and insurance set forth in the SOW before commencing the

preparation, offer, and sale of the Products. Reseller agrees to comply with Supplier's pricing guidelines for the Products, as set forth in the Materials and SOW or otherwise communicated by Supplier. Except for Supplier's Standards related to the orderly, sanitary, and proper acquisition, preparation, and resale of the Products and protection of the WOW BAO brand, Reseller may and is expected to operate its existing business at the Facility as it deems best. The Parties do not intend anything referenced in this Agreement to govern any aspect of Reseller's operation of its existing business other than for those aspects related to the WOW BAO brand.

- b) Acquisition of Products. Reseller must purchase its required inventory of Products only from Supplier's approved Product manufacturers and distributors ("**Distributors**") identified in the SOW. Reseller will pay the then-current bona-fide wholesale price charged for such Products, excluding taxes, shipping, and handling, each of which is Reseller's sole responsibility. Reseller acknowledges that credit and payment terms, lead-times, forecast requirements, transfer of title and risk of loss, delivery and freight, and other purchase terms for the Products will be set forth in Distributor's form of purchase order unless otherwise expressly stated in the SOW. Supplier does not guaranty either Reseller's payment obligations or Distributor's performance obligations. Reseller's sole recourse in the event of Distributor's breach of its obligations is against Distributor.
- c) Volume Commitments. Supplier does not guarantee that any volume of Products will be available for purchase from any Distributor.
- d) Training. Supplier will provide training materials to Reseller for use solely in connection with the storage, preparation, delivery, marketing, promotion, offer, and sale of the Products to Customers through Providers. Such training materials are part of Supplier's Confidential Information (defined below). In addition, Supplier may, at its sole option and expense, provide on-site training support at the Facility to ensure that the Products are prepared and packaged by Reseller in accordance with the Standards. Reseller is solely responsible for ensuring that its personnel satisfactorily complete any training requirements before handling, preparing, packaging, marketing, promoting, offering, or selling the Products.
- e) Facility Standards and Inspections. Reseller agrees at all times to maintain the Facilities in accordance with all applicable laws, including those relating to manufacturing, processing, storage, handling, packaging, and labeling of food products intended for human consumption, the FDA Food Safety and Modernization Act, and state and local food-safety regulations. Supplier or its designee reserves the right to inspect any Facility during regular business hours to ensure that such Facility is in compliance with this Section 2(e).
- f) Food-Recall Policy/Crisis-Management Policy. Reseller agrees to comply with Supplier's food-recall policy set forth in the Materials and Distributor's food-recall policy (if any).
- g) Marketing. Reseller agrees to comply with the requirements for marketing and advertising the Products as set forth in the SOW in order to protect the WOW BAO brand.
- h) Records; Audits. Reseller agrees to maintain records regarding Product-purchase volumes, inventory, waste, and sales, and other business matters in accordance with applicable law and as Supplier may require in the Materials and SOW. Supplier may, at its option and upon 24 hours' prior notice to Reseller, audit Reseller's records related to its purchase, preparation, storage, offer, marketing, and sale of the Products and performance of its obligations under this Agreement.
- i) Product Returns; Customer Complaints. Reseller agrees to comply with Supplier's Customer-Product return and Customer-complaint policies set forth in the Materials and SOW.
- j) Provider Account Setup.
  - i) For any Provider with which Supplier has a master level service agreement, Reseller agrees to establish its account for the sale of Products at the Facility(ies) under Supplier's business account. Supplier's account shall be the parent account and the terms and conditions of Supplier's master level service agreement shall apply to the sale of Products.

- ii) If DoorDash is listed as a Provider in Section 2(a) of the SOW or later added as a Provider, Reseller shall enable DoorDash Storefront functionality. All Facility Locations activating DoorDash as a Provider under this Agreement will be automatically enrolled in a DoorDash free delivery promotion which shall run in perpetuity until otherwise notified by Provider or Supplier. Reseller will be charged a discounted per delivery fee. Discounted delivery fees shall be outline in the agreement between Reseller and DoorDash and may be modified from time to time upon notice prior to the effective date of such fee change. Reseller may disenroll from the DoorDash free delivery promotion at any time during the term of this Agreement upon prior written notice to both Seller and DoorDash, which notice shall be given at least 10 business days in advance of the deactivation date. This DoorDash free delivery promotion and related terms are (i) separate from and independent of DoorDash Storefront and (ii) applicable only for the sale of Products under this agreement and not transferrable to other products sold by Reseller.
  - k) Customer Data. Unless prohibited by applicable law, Supplier has the right to access through Providers' online portals any information related to Reseller's Customers for the Products purchased through Providers, including Product-purchase histories, sales prices, promotions, menu-pricing, and certain operational metrics (collectively, "**Customer Data**"). Reseller agrees to respond promptly to Providers' requests for, and to grant, written approval of Supplier's access to such online portals and otherwise to comply with any Provider requirements to facilitate Supplier's access to Customer Data. Ownership of and restrictions on use applicable to such Customer Data are set forth in the SOW.
3. **Relationship**. Supplier's and Reseller's relationship is solely that of vendor and vendee. The Parties agree that they do not intend to create between them any franchise, agency, joint venture, partnership, employment, joint-enterprise, or fiduciary relationship. The Parties consider Reseller to be an independent contractor under this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.
4. **Term of Agreement; Termination**.
- a) Term. The term of this Agreement commences on the Effective Date and runs for a period of three months thereafter (the "**Initial Term**"). At the end of the Initial Term, this Agreement will automatically renew for additional twelve-month periods (the Initial Term and each renewal period are referred to collectively as the "**Term**").
  - b) Multiunit Resellers.
    - i) If five (5) or more Facilities are or become covered by this Agreement, whether listed in the original or an amended SOW in this Agreement or later added by a joinder agreement signed by Supplier and/or Reseller, Reseller will automatically be classified as a "**Multiunit Reseller**" with respect to those aggregate Facilities and will be bound immediately by all terms in this Agreement that apply to both Reseller and to a Multiunit Reseller.
    - ii) On the date the fifth (5<sup>th</sup>) and each successive Facility formally becomes covered by this Agreement, the Initial Term will (A) automatically restart on that latest date (the "**Term Restart Date**") with respect to all Facilities operated under this Agreement, (B) extend for one full year from the Term Restart Date, and (C) expire on the day before the one-year anniversary of the Term Restart Date (this extended term is referred to as the "**Multiunit Reseller Extended Term**"). This Agreement will automatically renew for additional two-year periods after expiration of the Multiunit Reseller Extended Term unless Multiunit Reseller notifies Supplier in writing at least six (6) months before the end of the Multiunit Reseller Extended Term or, if applicable, the then-effective two-year renewal period that Multiunit Reseller wishes not to renew this Agreement for an additional term (the Multiunit Reseller Extended Term and each renewal period are referred to collectively as the "**Multiunit Reseller Term**").
    - iii) If Multiunit Reseller elects during the Multiunit Reseller Term to cease operating more than twenty percent (20%) of its Facilities that are covered by this Agreement, or if Multiunit Reseller chooses not

to renew this Agreement at the expiration of the Multiunit Reseller Extended Term or any subsequent renewal term, Reseller agrees to work with Supplier in good faith on an orderly wind-down plan for the Product resale business conducted by the Facilities affected by Multiunit Reseller's decision so that no more than twenty-five percent (25%) of all of Multiunit Reseller's Facilities covered by this Agreement at the time Reseller communicates its decision to Supplier will cease reselling Products during any month after the effective date of Reseller's decision (the "**Multiunit Reseller Termination Plan**"). Multiunit Reseller's continued sale of Products from the affected Facilities during the wind-down period will be subject to the rights, duties, and liabilities of this Agreement.

To illustrate this process, if Reseller has twenty (20) Facilities covered by this Agreement and elects to cease operating eight Facilities, Reseller may not cease operating more than five (5) Facilities (25% of all Facilities) in any given month.

- iv.) If Multiunit Reseller fails to work in good faith with Supplier to create, or fails to comply with, the Multiunit Reseller Termination Plan (a "**Termination Plan Default**"), Reseller acknowledges and confirms that Supplier will suffer substantial damages as a result of such failure, including Brand Damages. "Brand Damages" means lost sales of Products, lost market penetration and goodwill, loss of representation in the market area of the affected Facilities, lost opportunity costs, and expenses that Supplier will incur in developing or finding other resellers of Products in the market area of the affected Facilities. Supplier and Reseller acknowledge that Brand Damages are difficult to estimate accurately, and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to Supplier. Therefore, upon a Termination Plan Default, Reseller agrees to pay Supplier in a lump sum, within fifteen (15) days after written demand for such amount is delivered to Reseller, liquidated damages equal to twenty percent (20%) of the average gross sales from all Facilities during the previous four (4) weeks in which all Facilities operated in compliance with Standards and with the full menu.
- v.) Reseller agrees that the liquidated damages calculated under this Section 4(b) represent the best estimate of Supplier's Brand Damages arising from a Termination Plan Default. Reseller's payment of the liquidated damages will not be considered a penalty but, rather, a reasonable estimate of fair compensation to Supplier for the Brand Damages it will incur due to the Termination Plan Default. Reseller acknowledges that its payment of liquidated damages is full compensation to Supplier only for the noted Brand Damages and is in addition to, and not in lieu of, Reseller's obligation to pay other amounts due under, and otherwise to comply with the terms of, this Agreement. If any valid law or regulation governing this Agreement limits Reseller's obligation to pay, and/or Supplier's right to receive, the liquidated damages for which Reseller is obligated under this Section, then Reseller will be liable to Supplier for any and all Brand Damages Supplier incurs, now or in the future, as a result of the Termination Plan Default.
- c) Termination for Convenience. Either Party may terminate this Agreement or any Facility covered under this Agreement for any or no reason upon 60 days' prior written notice to the other Party, subject to Section 4(b) of this Agreement. Termination for Convenience may not be exercised during the Initial Term, except in the case of notice from one Party to the other Party of intent to terminate the Agreement upon natural expiration of the Initial Term.
- d) Termination for Breach. Supplier may terminate this Agreement immediately upon written notice to Reseller upon the occurrence of any of the following events of default (each, an "**Event of Default**") and Reseller's failure to cure within the applicable cure period, if any:
  - i) Reseller's: (A) offer and sale of the Products to an unapproved customer or through an unapproved third-party delivery service provider; (B) failure to comply with the Standards regarding handling, preparing, and packaging the Products; or (C) unauthorized use of the Trademarks or IP Rights, and in each case Reseller's failure to cure within 24 hours following Supplier's delivery of notice of such Event of Default;

- ii) Reseller's unauthorized disclosure of any Confidential Information or failure to comply with applicable law, including suspension or revocation of any license, permit, or certification required for Reseller to perform its obligations under this Agreement;
- iii) Reseller's breach of any obligation under this Agreement not otherwise described in Sections 4(c)(i) and 4(c)(ii) and failure to commence curing such breach immediately following Supplier's delivery of notice of such Event of Default and to cure that breach completely (and to confirm to Supplier in writing that Reseller has done so) no later than five days following Supplier's delivery of notice of such Event of Default.

Reseller may terminate this Agreement upon written notice to Supplier if Supplier breaches its obligations under this Agreement and fails to cure within 30 days following the date of Reseller's delivery of such written notice.

- e) Termination for Non-Performance. Supplier, in its reasonable discretion, may withdraw its approval of any Facility that does not open within 60 days of the Effective Date of this Agreement, or if later added by a joinder agreement, the effective date of the applicable joinder agreement, upon written notice to Reseller.
  - f) Reseller's Post-Term Obligations. Upon expiration or termination of this Agreement, no matter the reason, Reseller shall (i) promptly destroy any unsold Products in accordance with the Standards set forth in the Materials, cease all use of the Trademarks and IP Rights, and return all Confidential Information and Customer Data to Supplier; (ii) pay all amounts due to Supplier or Distributor, as applicable; and (iii) comply with any other post-term covenants and obligations set forth in the SOW. Supplier has no obligation to repurchase unsold Products. Supplier nevertheless may, in its sole judgment, approve Reseller's transfer of unsold Products to one or more facilities operated by Reseller or another reseller of Supplier. If allowed, Reseller must warrant that the Products comply with the Standards set forth in the SOW and applicable law. Reseller bears all liability associated with such transfer.
5. Intellectual Property Rights. Subject to the rights expressly granted by Supplier in this Agreement, Reseller acknowledges and agrees that (a) any and all intellectual property and other rights in and to the Trademarks, Supplier's recipes and formulations, sourcing and preparation methods, finished Products, and packaging and labeling for Products, including any improvements, modifications, or derivatives that may be created by Reseller or its personnel or agents (the "IP Rights"), are Supplier's sole and exclusive property; (b) Reseller will not acquire any ownership interest in any of the IP Rights under this Agreement; (c) any goodwill derived from Reseller's use of the IP Rights inures to Supplier's exclusive benefit; and (d) Reseller may use the IP Rights solely to perform its obligations under this Agreement and only in accordance with this Agreement and Supplier's instructions.

6. Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, goods and services, confidential information and materials comprising or relating to IP Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "Confidential Information"). Confidential Information does not include information that at the time of disclosure: (i) has become generally available to and known by the public other than as a result of any breach of a confidentiality obligation to Supplier; (ii) has become available to the Receiving Party on a non-confidential basis from a third-party source, provided that the third party was not prohibited from disclosing the Confidential Information; (iii) was known by or in the possession of the Receiving Party before it was disclosed by or on behalf of the Disclosing Party; or (iv) was independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information. The Receiving Party agrees: (a) to protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially-reasonable degree of care; and (b) not to use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement.

7. Indemnification; Limitation of Liability.

(a) Reseller (as "Reseller Indemnifying Party") shall indemnify, hold harmless, and defend Supplier and its parents, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted

assigns (collectively, “**Supplier Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (collectively, “**Losses**”), incurred by a Supplier Indemnified Party and arising out of or relating to: (i) any breach or non-fulfillment of any representation, warranty, or covenant set out in this Agreement by Reseller Indemnifying Party; (ii) any negligent or more culpable act or omission of Reseller Indemnifying Party; or (iii) any failure by Reseller Indemnifying Party to comply with any applicable laws, including in the event of any food recall or defect in the Products related to Reseller Indemnifying Party’s storage, handling, preparation, packaging, labeling, or delivery of the Products (including delivery of the Products through Reseller’s designated Providers).

(b) EXCEPT WITH RESPECT TO RESELLER INDEMNIFYING PARTY’S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 7(A) OR VIOLATION OF SUPPLIER’S TRADEMARK RIGHTS AND IP RIGHTS, IN NO EVENT IS EITHER PARTY LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (I) WHETHER THE DAMAGES WERE FORESEEABLE; (II) WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) IN NO EVENT SHALL SUPPLIER’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY RESELLER TO PURCHASE PRODUCTS IN CONNECTION WITH THIS AGREEMENT.

## 8. Miscellaneous.

(a) Entire Agreement. This Agreement and all related exhibits and schedules constitute the Parties’ sole and entire agreement with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(b) Amendment; Waiver. This Agreement shall not be modified, altered, or amended except by written agreement duly executed by the Parties. No waiver by any Party of any provision in this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(c) Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including, without limitation: (a) natural disaster (e.g., earthquake, hurricane, or tornado); (b) flood, fire, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) action by any governmental authority, including embargoes or blockades, in effect on or after the Effective Date; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) health epidemics or pandemics.

(d) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually-acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Choice of Law; Venue. This Agreement is governed by and is to be construed in accordance with the internal laws of the State of Illinois, without reference to principles of conflict of laws. The Parties consent to the exclusive jurisdiction of, and venue in, the state and federal courts in Cook County in the State of Illinois.

(f) Counterparts. This Agreement may be executed in one or more counterparts (and may be delivered via facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen), each of which will be deemed an original and all of which together will constitute one and the same instrument.

(g) Publicity. Supplier shall be permitted to disclose Reseller's name, including any DBA name, in marketing materials, press releases, and other publicity. Disclosure of Reseller's name shall be solely in the context of the Grant as defined in this Agreement.

(h) Currency. Unless otherwise noted, all prices listed in and payments due under this Agreement shall be made in U.S. Dollars. Payments shall be net of wire transfer fees, currency conversion charges, or other fees.

(i) Changes. If Reseller fails to open any Facility within sixty (60) days of the Effective Date, Supplier may, at its sole and reasonable discretion, revoke the Grant for that Facility. For any such Facility, Supplier may amend the terms of this Agreement to reflect the then current standard terms including, but not limited to, Products, Product Pricing, and requirement for Provider Account Set up and Marketing, by providing notice in writing (email to suffice).

9. **Special Representations.**

Reseller (a) represents as of the Effective Date that it, at least one of its current directors or officers, or at least one current director or officer of its parent or affiliate has more than two years of experience in the same type of business represented by this Agreement; and (b) confirms that Reseller and Supplier have a reasonable basis as of the Effective Date to anticipate that the sales arising from the relationship represented by this Agreement will not exceed 20% of Reseller's (and its affiliates') total dollar volume in sales during the first year of operation. Supplier is entering into this Agreement in reliance on such representation and confirmation.

**[The following can be deleted when not dealing with a CA or NY operator]**

*[If Reseller will operate in California or New York, Reseller represents as of the date of this Agreement that:*

***PLEASE INITIAL THE FOLLOWING REPRESENTATIONS ONLY IF ALL ARE APPLICABLE:***

\_\_\_\_ *For at least the last twenty-four (24) months prior to the date of this Agreement, Reseller or, if Reseller is an entity, any of its existing officers, directors, or managing agents who have held such position with Reseller for at least the last twenty-four (24) months, have been engaged in a business offering products or services substantially similar or related to those to be offered by Reseller from the Facility pursuant to this Agreement.*

\_\_\_\_ *The new products or services Reseller will offer from the Facility as a result of this Agreement are substantially similar or related to the products or services currently being offered by Reseller's existing business at the Facility.*

\_\_\_\_ *Reseller will prepare Products at and sell Products from the Facility, which is the same business location as Reseller's existing business.*

\_\_\_\_ *Reseller and Supplier anticipate, in good faith, as of the date of this Agreement, that Reseller's sales resulting from its relationship with Reseller will not represent more than twenty percent (20%) of Reseller's total sales in dollar volume from the Facility on an annual basis.*

\_\_\_\_ *Reseller is not controlled by Supplier.*

*By initialing the five (5) representations above, Reseller acknowledges that Supplier is entering into this Agreement in reliance on Reseller's representations.]*

WHEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**SUPPLIER:**

**RESELLER:**

WOW BAO LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Geoff Alexander**

Name: \_\_\_\_\_

Title: **President & CEO**

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\*\*

Date: \_\_\_\_\_, 20\_\_

\*\*Effective Date of Agreement



**SCHEDULE 1**

**STATEMENT OF WORK (EFFECTIVE AS OF \_\_\_\_\_, 20\_\_)**

This Statement of Work (“SOW”) is a part of, and is hereby incorporated into, the Product Resale Agreement effective as of \_\_\_\_\_ (“Agreement”) between Supplier and Reseller. This SOW will remain in effect until the expiration or earlier termination of the Agreement. Any expiration or earlier termination of the Agreement will automatically—and without the need for any separate or additional notice to or from either Party—result in the termination or expiration of this SOW. Initial-capitalized terms not defined in this SOW have the meanings given to them in the Agreement.

- Products.** Reseller will purchase the following Products from Distributors identified in this SOW. The Price Per Master Case referenced below is inclusive of Dot Foods markup and prices may be increased by Supplier by not more than ten percent (10%) in any twelve (12) month period by Supplier providing Reseller with written notice establishing the (i) amount of the price increase, (ii) effective date of such increase, and (iii) an updated Product Pricing chart to replace Section 5 below. An electronic notification, including, but not limited to, email, shall be deemed written notice for the purpose of this Section 1.

<b>Menu Category</b>	<b>Item Name</b>	<b>Dot Foods Item ID Number</b>	<b>Pack Size / Unit of Measure</b>	<b>Price Per Master Case (from Dot Foods)<sup>1</sup></b>
BAO	BBQ Berkshire Pork	641965	99 eaches / Master Case	\$105.00
BAO	Teriyaki Chicken	641968	99 eaches / Master Case	\$105.00
BAO	Whole Wheat Vegetable	641868	99 eaches / Master Case	\$105.00
BAO	Spicy Mongolian Beef	641969	99 eaches / Master Case	\$105.00
BAO	Cheeseburger	724366	99 eaches / Master Case	\$105.00
BOWL	Orange Chicken Topping	727813	Approx. 108 servings / Master Case	\$275.00
BOWL	Spicy Kung Pao Chicken Topping	727812	Approx. 108 servings / Master Case	\$275.00
BOWL	Teriyaki Chicken Topping	727811	Approx. 108 servings / Master Case	\$275.00
POTSTICKERS/ DUMPLINGS& EGGROLLS	Ginger Chicken Potstickers/ Dumplings	729212	Approx. 300 eaches / Case	\$112.00
POTSTICKERS/ DUMPLINGS& EGGROLLS	Green Vegetable Potstickers/ Dumplings	729213	Approx. 300 eaches / Case	\$112.00
POTSTICKERS/ DUMPLINGS& EGGROLLS	Wow Bao Chicken Egg Roll	749392	72 egg rolls per case	\$66.75
GARNISH	<i>Crunchies for Orange Chicken Bowl</i>	683853	12-3 LB bags per case	\$78.00
SAUCE: Soy Ginger	Wow Bao Soy Ginger Dipping Sauce	745786	200 – 1oz portion cups / Master Case	\$56.45

*Note: Bowls require Jasmine White Rice or other bases and Bowls and Potstickers/Dumplings require garnishes which Reseller may procure from its own supplier(s).*

<sup>1</sup> *Includes Dot Foods markup and prices may be increased by Supplier by not more than ten (10%) in any given twelve (12) month period by providing written notice, subject to force majeure*

\_\_\_\_\_ Initial by Reseller

\_\_\_\_\_ Initial by Supplier

2. Providers; Customers. Reseller may offer and sell Products through the following Providers. Reseller may offer and sell Products only to Customers within the channel(s) described below.

(a) Providers.

(b) Approved Customer Channels. Third party delivery via Providers listed in Section 2(a).

3. Distributors. The following Distributors are authorized to sell Products to Reseller. Reseller will purchase the Products at a bona-fide wholesale price in accordance with Distributor’s purchase order terms, lead-times, forecast requirements, and delivery and freight terms. Distributor will establish the credit terms applicable to Reseller’s purchase of Products.

(a) [Insert Distributor/Contact Person/Contact Information]

(b) [Insert Distributor/Contact Person/Contact Information]

4. Product Specifications and Preparation Instructions. Unless otherwise described in this Section 4, the minimum shelf life, storage, handling, and Product-inspection requirements, and instructions for preparing, packaging, labeling, advertising, marketing, and delivering the Products will be set forth in the Materials.

5. Product Pricing.

<b>Menu Item</b>	<b>Menu Price</b>
BAO 2-pack	\$7.49
BAO 6-pack	\$19.99
BOWL Teriyaki Chicken	\$9.99
BOWL Kung Pao Chicken	\$9.99
BOWL Orange Chicken	\$9.99
POTSTICKERS/DUMPLINGS 5-piece Chicken	\$6.49
POTSTICKERS/DUMPLINGS 5-piece Vegetable	\$6.49
POTSTICKERS/DUMPLINGS 8-piece Chicken	\$9.99
POTSTICKERS/DUMPLINGS 8-piece Vegetable	\$9.99
POTSTICKERS/DUMPLINGS 12-piece Chicken	\$14.99
POTSTICKERS/DUMPLINGS 12-piece Vegetable	\$14.99
POTSTICKERS/DUMPLINGS 30-piece Chicken	\$35.99
POTSTICKERS/DUMPLINGS 30-piece Vegetable	\$35.99
Crispy Chicken Egg Rolls (2 Piece)	\$5.99
Crispy Chicken Egg Rolls (3 Piece)	\$9.99
Crispy Chicken Egg Rolls (10 Piece)	\$29.99

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<b>Menu Item</b>	<b>Menu Price</b>
COMBO: Bowl + 2 Bao	\$17.29
COMBO: Bowl + 3 Potstickers	\$13.99
COMBO: 2 Bao + 5 Potstickers	\$13.98
COMBO: Bowl & 1 Egg Rolls	\$13.49
COMBO: 5 Potstickers & 1 Egg Rolls	\$9.99
Sampler Platter (2 Bao, 3 Potstickers, 1 Egg Roll)	\$14.99
Side: Soy Ginger Dipping Sauce	\$0.50
<b>Optional Menu Items:</b>	
BUNDLE: The Sharing Bundle <i>(for 2-3)</i>	\$29.95
BUNDLE: The Family Bundle <i>(for 4-5)</i>	\$59.95
BUNDLE: The Party Bundle <i>(for 8-12)</i>	\$83.95

6. Equipment and Packaging. Reseller agrees to purchase and install the following equipment for use in preparing the Products before placing its first purchase order for Products with Distributor. The equipment may be used only in connection with preparing the Products. In addition, Reseller must purchase specified paper products (e.g., branded and non-branded packaging materials) and marketing collateral and related supplies (collectively, the “**Related Materials**”). The purchase price of the equipment and Related Materials does not include any applicable taxes or the cost of shipping, handling, installation, maintenance, or other costs. If the “Approved Supplier” column below is completed, Reseller may acquire the equipment or related materials only from that Approved Supplier and from no other supplier. Reseller must request and obtain Supplier’s prior written approval to use any other equipment, related materials, or alternate vendor in lieu of an Approved Supplier, which approval shall not be unreasonably withheld.

<u>DOT #</u>	<u>Edward Don #</u>	<u>Product Description</u>	<u>Approved Supplier</u>
739722	1041449	Container, Logo BioPak #1	DOT or Edward Don
739731	1041450	Container, Logo BioPak #3	DOT or Edward Don
745787	1216568	7x7 Hinged Bowl 252-1 Count	DOT or Edward Don
None	1173429	Electric Countertop Food Pan Warmer	Edward Don
None	1X1520	Panasonic Rice Cooker 4.5 qt	Edward Don
None	8P524	OPTIONAL: Bag, Logo Plastic	Edward Don
	If utilizing existing range:		
	A337280	Aluminum Steamer Set, 4 pc - 14 inch	Golden Country

7. Inbound Delivery Procedures. Reseller agrees to inspect all Products at the time of delivery (or, for key drop (unattended) deliveries, within two hours after the Facility opens following such key drop delivery) and promptly to notify Distributor of any Products that fail to comply with the Product specifications set forth in the Materials and any other order inaccuracies (e.g., damaged Products, Product shortages, or unauthorized substitutions). If any Product has latent defects that were not discoverable upon receipt of the Products at the Facility, then Reseller must notify Distributor of such defect promptly upon discovering the defect (but in no event later than seven days following the date upon which Reseller received the affected Products at the Facility). Reseller agrees to comply with Distributor and Supplier policies related to the recall and return of non-conforming Products and inventory management processes

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set forth in the Materials. Where Reseller takes title and risk of loss of the Products at the Distributor's facilities, then such inspections will be completed at the Distributor's dock, as applicable.

8. Inbound Freight. Certain Products may be made available to Reseller for pick-up at the Distributor's facilities. In such case, Reseller may (a) arrange for inbound freight of the Products to its Facility, provided transportation of the Products to the Facility must be conducted in accordance with applicable law and the product specifications set forth in the Materials, or, alternatively, (b) request that Supplier arrange for such inbound freight through common carrier. In either case, title to and risk of loss of the Products will transfer to Reseller upon loading of the Products at the Distributor's dock onto the vehicle of the designated carrier. Reseller is solely responsible for all costs incurred in inbound transportation of the Products to its Facility. If Reseller requests that Supplier arrange for inbound freight of the Products, Reseller must pay Supplier the costs for such inbound freight set forth in Supplier's invoice in accordance with the specified payment terms.
9. Product Returns and Customer Complaints; Product Recalls. Reseller agrees to comply, and to ensure that the Providers identified in Section 2 of this SOW comply, with Supplier's policies regarding customer complaints and Product returns set forth in the Materials, including providing specific information and documents regarding the nature of, frequency, and resolution of customer complaints and product returns, in all cases as necessary to protect the goodwill and reputation of the WOW BAO brand.

In addition, in connection with any recall of Products issued by Supplier, Distributor, or any governmental entity, Reseller agrees to comply with the product-recall procedures set forth in the Materials or otherwise issued by Supplier and Distributor in writing.

10. Advertising; Authorized Use of Marks. Supplier must approve all advertising, marketing, and promotional materials (regardless of format, including digital, print copy, television, radio, or other media forms) before Reseller's publication or use of such materials. Notwithstanding the foregoing, Reseller is expected to manage and run its own programmatic marketing promotions of the Products, no less than once every six weeks, on the Providers' platforms in accordance with Supplier's Standards and applicable law. Supplier may, at its option and at Reseller's cost, make available to Reseller through Supplier's approved suppliers certain marketing collateral for use in advertising the Products. Reseller must comply with applicable laws in connection with any marketing, advertising, and promotion of the Products (including truth-in-advertising laws).

In addition, in accordance with Sections 1 and 5 of the Agreement, Reseller is authorized to use the following Trademarks and IP Rights solely in connection with the offer and sale of the Products in accordance with the Agreement:

**(a) WOW BAO**

11. Training. Supplier will provide digital training materials (including written training manuals and training videos) to Reseller. All Reseller's personnel scheduled to work with the Products must view and participate in such digital training prior to Reseller commencing any sales of the Products, and must view and participate in updated digital training materials upon request by Supplier, as further described in the Materials. Supplier may, at its sole discretion and expense, require Reseller to participate in or view additional training programs. In addition, Supplier may provide, at its sole discretion and expense, in-person training for Reseller's designated personnel at one or more of the Facilities identified in this SOW.
12. Insurance Requirements. At all times during the Term, Reseller agrees to maintain the following minimum insurance coverage. Each policy must identify Supplier, its members, partners or shareholders, as an additional insured. Reseller agrees to give Supplier a copy of its certificate of insurance evidencing such coverage before placing its initial purchase order with Distributor and to provide Supplier with copies of its renewal of such insurance coverage at least

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annually (or within ten days of any change in insurance coverage). The policies required to be maintained by Reseller shall be with companies rated A-X or better by the A.M. Best Company. Insurers shall be authorized to do business in the state in which the Locations are located. Reseller hereby waives all rights of recovery against Supplier and its Affiliates on account of loss or damage occasioned to Reseller or others under Reseller's control or for whom it is responsible to the extent such loss or damage is insured against any of Reseller's insurance policies which may be in force at the time of the loss or damage or would have been insured against if Reseller had complied with its obligations.

- Commercial general liability insurance for claims of bodily injury, product liability, and property damage. Such insurance shall have a per occurrence limit of not less than One Million Dollars (\$1,000,000) and a Two Million Dollar (\$2,000,000) aggregate limit. Reseller's insurance shall be designated as primary and non-contributory to Supplier's insurance.
- Umbrella or excess liability insurance endorsed to provide "follow form" coverage over the general liability policy above, the limits of which insurance shall not be less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

13. Customer Data.

Reseller grants Supplier a royalty-free, worldwide, perpetual, irrevocable license to use the Customer Data in connection with the offer and sale of Products by Reseller or its designees to any customer and through any distribution channel, which, following expiration or termination of the Agreement, may include the Customers and Providers, respectively. During the Term, Reseller agrees to facilitate Supplier's access to such Customer Data by (1) providing Supplier the necessary credentials to Providers' customer portals, mobile applications, or other applicable technology solutions or, if requested by Providers in writing, (2) notifying Providers of Reseller's approval of Supplier's access to such Customer Data, and to ensure that Reseller's agreements with each such Provider authorize Supplier's access and use of such Customer Data, both during the Term and following expiration or termination of the Agreement.

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**Facility Locations**

As of the Agreement's Effective Date, Reseller is authorized to prepare Products at and sell Products from the following Facilities:

**[Insert address(es)]**

If Supplier and Reseller add additional Facilities after the Agreement's Effective Date, the Term of the Agreement will be deemed to restart, as applied to all Facilities, on the date of Supplier's approval (as noted above) of the most recently-added Facility.

SAMPLE

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