

# Terms & Conditions

These terms and conditions ("Program Terms") govern the program for COVID-19 relief (the "Program") being offered by Grubhub Holdings Inc., its subsidiaries and affiliates (collectively, "Grubhub" or "GH") to certain restaurants that have entered into a Restaurant Services Form or similar services agreement with GH ("Restaurant Agreement"). Restaurants who have signed a Restaurant Agreement and who participate in the Program are hereinafter referred to as "Restaurants".

By clicking to accept these Program Terms, which you must do in order to participate in the Program, you certify that you are the duly authorized representative of Restaurant, that you have carefully reviewed these Program Terms, and that you are agreeing on behalf of Restaurant to participate in the Program, should you be selected, and to be bound by the Program Terms. These Program Terms incorporate the Grubhub Restaurant Terms available at <https://get.grubhub.com/legal/restaurant-terms> (collectively with the Restaurant Agreement, the "Restaurant Terms"). To the extent of any inconsistency between the terms of the Restaurant Terms and the terms hereof, the Program Terms shall control for the duration hereof. Restaurant's participation in the Program signifies its agreement to the Program Terms.

1. Subject to these Program Terms, GH will defer Marketing Commissions from Restaurant during the Relief Period (as defined below). **This is not a waiver of the Marketing Commissions.** Rather, any Marketing Commissions that are retained by Restaurant or not collected by Grubhub during the Relief Period but that are otherwise owed pursuant to the Restaurant Agreement ("Deferred Marketing Commissions") **will be deferred during the Relief Period, and will become due and payable following the conclusion of the Relief Period, subject to the terms hereof.**
2. The "Relief Period" will begin on the later of March 16, 2020 or the date on which Restaurant is approved for enrollment in the Program (which such approval shall be conditioned on, among other things, Restaurant having accepted these terms) (as applicable, the "Commencement Date"), and will end on a date to be determined by GH in its sole discretion, although GH currently anticipates that such date will be no later than March 29, 2020.
3. Restaurant's participation in the Program is subject to GH's prior approval in its discretion. GH may end Restaurant's participation in the Program in its discretion by providing notice thereof.
4. GH reserves the right to limit the total weekly amount of Deferred Marketing Commissions available for an individual restaurant location, and to modify any such limits during the Relief Period. Any such modification shall be communicated to Restaurant via email within a reasonable period of time after the modification.
5. Following the Relief Period, GH may collect the Deferred Marketing Commissions by withholding such amounts from the Payment Amounts otherwise payable to Restaurant pursuant to the Restaurant Agreement. GH will have sole discretion to determine when it will begin collecting Deferred Marketing Commissions and the amount of each withholding. However, GH anticipates that it will not begin collecting before April 13, 2020 or two (2) weeks after the end of the Relief Period, whichever is later. Furthermore, GH agrees to spread its collection of the Deferred Marketing Commissions over four (4) weekly payment cycles of equal amounts (provided that any uncollected amounts from any week may be carried over to and increase the amount collected in the following week).
6. Notwithstanding anything to the contrary herein, Restaurant shall remain responsible for payment of the Deferred Marketing Commissions. If (a) GH is not able to collect the Deferred Marketing Commissions by withholding additional amounts as set forth in paragraph 5 above, or (b) Restaurant's Restaurant Agreement terminates for any reason other than GH's termination without cause, or (c) Restaurant is in violation of these Program Terms or has engaged in fraud or otherwise operated in bad faith, such determination to be made in GH's reasonable discretion, Restaurant shall immediately pay all uncollected Deferred Marketing Commissions in accordance with GH's instructions. To secure the payment of the Deferred Marketing Commissions, Restaurant hereby grants to GH a continuing security interest in the Grand Total, whether now existing or later arising.
7. Restaurant represents, warrants, and covenants that it has not increased its Marketing Commission since March 12, 2020, and shall not request to increase its Marketing Commission during the Relief Period. In the event Restaurant increases its Marketing Commission in contravention of the foregoing, GH reserves the right to adjust Restaurant's Marketing Commission and/or terminate Restaurant's participation in the Program.
8. Notwithstanding anything to the contrary in the Restaurant Agreement, Restaurant agrees to remain on the Grubhub platform for a period of one year from the Commencement Date, and to maintain at least the same Marketing Commission as was applicable during the Relief Period (the "One Year Commitment"). For clarity but without limitation, Restaurant will not have the ability to terminate without cause the Restaurant Agreement for a period of one year from the Commencement Date.
9. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Restaurant Terms. All notices to be provided to Restaurant hereunder will be made via email, as provided by Restaurant to GH or through the Grubhub for Restaurants portal.
10. GH hereby reserves the right to update and modify these Program Terms at any time in its sole discretion, provided that: (i) such modification/s will be applied only prospectively; and (ii) in the event such modification/s materially adversely affect Restaurant, Restaurant shall not be required to meet the One Year Commitment. Restaurant agrees that GH has the right to notify Restaurant of updates to these Program Terms by email or through the Grubhub For Restaurants portal.
11. These Program Terms and the Restaurant Terms (and any terms incorporated by reference therein) constitute the entire agreement between the parties and supersede any prior understanding (written or oral) on the subject matter hereof.