

SECTION 1. MERCHANT INFORMATION

a) Restaurant Name:			b) Legal Name:		
c) Phone:		d) Fax:		(e) EIN#:	
(f) Email:			g) Assigned URL (ASU)		
h) Address:					
				Country:	
				Zip Code:	
i) First Name (Owner):			Last Name (Owner):		
j) Owner Personal Phone #:			k) Ownership Percentage %:		
O	(l) D.O.B.	/	/		
	(m) Last 4 SSN:	---		(n) Bank Name	
(s) Mgr Name:		(o) ID Photo: Front		(p) Routing #:	
(t) Mgr Phone:		(q) ID Photo: Back		(r) Account #:	

SECTION 2. STANDARD PROCEDURES

2. PART 1 - What we do:

We provide online marketplace platforms and social media marketing, using web-based technology that connects Merchants, Major Merchant Delivery Platform/s (“MDP”), Independent Contractors (contractor/s) and Retail Customers (customers). Onsiteclick’s software and services permits customers to place orders for food and/or other products from Merchant on ASU and MDP’s; Onsiteclick’s software and MDP’s then notifies MDP delivery contractors and platforms that a delivery opportunity is available; after an Onsiteclick platform and/or contractor communicates its acceptance of the delivery, then Onsiteclick’s software and MDP’s facilitate the completion of the delivery of the Merchant’s products to the customer. Onsiteclick is not a merchant, food preparation business, reseller, or delivery service; we’re an online connection, social media marketing and consulting company that assist Merchants in selling their products online.

2. PART 2 - What you do.

You fulfill orders placed on the Onsiteclick LP “Assigned URL” Platform (See Section 1, Part 2) and/or any other MDP platforms setup on your behalf. You will provide orders to assigned delivery contractors, MDP platforms and/or customers. Instead of collecting payment at the time of pickup, you will maintain an account of the total sales for each order (including all taxes and governmental charges) in your record-keeping system, for all sales made on your behalf.

2. PART 3 - Payments & Pricing.

Onsiteclick LP payment to merchant will take place, **from commission sales only**, as follows:

Thursday of every week, Onsiteclick LP will settle your house account by paying you

- i. the pre-tax total of all orders for the prior week (Monday to Sunday), plus
- ii. the total sales tax on all such orders, less:
 - a. **Sales Incentive Rate: 15% commission** (excl. Taxes & Fees) per order
 - b. **Assigned URL (ASU) Subscription: \$29.99/month**
 - c. **Third-Party Credit Card Processing Fees: 2.9% + 30¢ per successful card charge** (Stripe charges)
 - d. **OPTIONAL: Video Production, Social Media & Other Consulting: \$35/hour** and/or **\$15/hour** for site maintenance, updates, and marketing campaigns, PLUS Cost of Advertising, when requested by Merchant
 - e. **FREE - Weekly Staff Tip Payments**, (“staff tips administrator” assignment by merchant).
 - f. **FREE MDP Setup & Contracting** with all major delivery platforms available in the Merchant’s area
 - g. **FREE Merchant Staff Training** for selling ASU platform in particular and MDP’s in general

- iii. You are the “retailer” or “seller” responsible for remitting all sales tax and other governmental charges. You are also responsible for setting the price for each item to be made available on the Onsiteclick “Assigned URL”. You must inform Onsiteclick LP writing if you set a price for items available on the Onsiteclick “Assigned URL” that exceeds the in-store price for the same items or the price for the same items as may be available through any other similar platform.

2. PART 4 – Alternative Renewable Plans and Rate/s on EatClix.com.

For alternative plans, please refer to pricing and subscription options on EatClix.com. Merchant can revert to different plans or keep to the plan selected in the first year of membership, which would automatically renew until cancelled.

INITIALIZE: _____

2. PART 5 – OPTIONAL: Post-30-Day FREE Trial Addendum (dependent on Plan from 2.PART 4)

This Merchant Addendum ("Addendum") amends all FREE Trial Agreements or the Merchant Sign Up Agreement, as applicable ("Agreement") between Onsiteclick LP d.b.a. "Assigned URL". ("Assigned URL"), a Delaware corporation, with its principal place of business at 1401 Ave. Fernandez Juncos, San Juan, PR 00909 and the entity set forth as Merchant below ("Merchant"), and is effective as of the activation date of the Merchant URL on the Onsiteclick "Assigned URL" platform or the date Onsiteclick "Assigned URL" begins offering delivery services in the Merchant's market, whichever is later. All capitalized used herein and not otherwise defined shall have the same meanings as in the Agreement.

- a) As of the Effective Date (i.e. after FREE Trial), the Onsiteclick "Assigned URL" Standard Order Commission is 10% along with and in addition to, provisions as specified in Section 2, Part 3 above.
- b) **No Other Changes.** Except as specifically set forth herein, there are no other modifications to the Agreement and all obligations outlined in the Agreement are in full force and effect.

Info for Weekly Payments and Order Placement.

Onsiteclick LP will provide weekly payment using the information you provide above and as outlined in Section 2, Part 3 above.

SECTION 3. ORDER INFORMATION, COMMUNICATION & PROCESSING PROCEDURES

3. PART 1 - Orders will be transmitted to you as follows (please provide information as needed):

Fax (Merchant Owns), Text and Email

Protocol Cost: \$0

Order Protocol Email:

Order Protocol

Text

#: _____

Order Protocol

Order Protocol

Fax #:

Phone

#: _____

3. PART 2 – ORDER ONLINE BUTTON (OPTIONAL)

Add an "order online" button on your website to make ordering easier.

Add "Order Online" button?

Yes No

An "order online" button on your website will direct traffic to your Onsiteclick LP d.b.a. "Assigned URL" page on the "Assigned URL" platform. Orders placed on the Onsiteclick "Assigned URL" that originate from "EatClix" platform will be subject to a 15% Promotion Fee (*Competing Services typically charge 28 to 30% for this option.*)

Onsiteclick LP can provide instructions to your Webmaster.

Webmaster email: _____ , webmaster phone: _____) or

Alternatively, Onsiteclick LP d.b.a. EatClix could add the button for you if you provide us with necessary login credentials separately.

INITIALIZE: _____

3. PART 3 – PHOTO-SHOOT (IF PHOTOS ARE NOT PROVIDED BY MERCHANT)

Request a photo-shoot of your dishes, at the hourly rate as listed in Section 2, Part 3iii(f) above.

NOTE: Customers are more likely to order from stores with photos!

Interested in photo-shoot?

Yes [] No []

Please list contact information for the store representative that our photographer can directly contact to schedule:

**Contact
Name:**

Contact Email:

Contact Phone:

You grant Onsiteclick LP d.b.a. "Assigned URL" a license to use and display photos taken during the shoot. Please give a preferred date and time for your photo-shoot that is 7-16 days in the future. We cannot accommodate photo-shoot requests less than 10 days in the future.

**Preferred
Date:**

Preferred Time:

Menu URL:

or Menu Attachment:

Secondary URL:

or Secondary Attachment:

Tertiary URL:

or Tertiary Attachment:

Menu Source:

Hours of Operation:

3. PART 4 - Cancel any time with 7 days' written notice.

Merchant may cancel this Agreement at any time, for any reason with at least 7 days' prior written notice either by certified mail to Onsiteclick LP address provided in Section 2, Part 5 or via email – to: mail@onsiteclick.com - to be sent from Merchant's email as listed in Section 1, Part 1. Onsiteclick LP d.b.a. "Assigned URL" in Section 1, Part 2, may cancel at any time for any reason.

3. PART 5 - Additional Contract Terms (any additional terms are not binding until Onsiteclick LP d.b.a. EatClix.com Legal approves in writing):

MERCHANT TERMS OF USE (INCLUDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER)

By signing up or using the Onsiteclick LP d.b.a. Onsiteclick "Assigned URL" **Platform**, Merchant agrees to Onsiteclick LP Merchant Terms of Use ("Merchant Terms"), available at <https://www.EatClix.com/merchant-terms>

PLEASE READ THE TERMS CAREFULLY.

BY CREATING An Onsiteclick LP d.b.a. Onsiteclick "Assigned URL" ACCOUNT, YOU AGREE TO ACCEPT AND RECEIVE COMMUNICATIONS FROM ONSITELCLICK LP /EATCLIX, ITS AFFILIATED COMPANIES AND/OR ONSITECLICKERS, INCLUDING VIA TEXT MESSAGE AND CALLS, TO THE TELEPHONE NUMBER YOU PROVIDED. SUCH COMMUNICATIONS MAY BE GENERATED BY AUTOMATIC TELEPHONE DIALING SYSTEM/S, WHICH MAY DELIVER PRE-RECORDED MESSAGES, INCLUDING BUT NOT LIMITED TO COMMUNICATIONS CONCERNING ORDERS PLACED THROUGH YOUR ACCOUNT ON THE SERVICES. MESSAGE AND DATA RATES MAY APPLY. IF YOU DO NOT WISH TO RECEIVE SUCH COMMUNICATIONS, YOU MAY OPT OUT OF SUCH COMMUNICATIONS. YOU MAY ALSO OPT-OUT OF RECEIVING TEXT MESSAGES FROM ONSITECLICK LP D.B.A. EATCLIX.COM BY REPLYING "STOP" FROM THE MOBILE DEVICE RECEIVING THE MESSAGES.

INITIALIZE: _____

THE MERCHANT TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, THE DISPUTE RESOLUTION SECTION OF THE MERCHANT TERMS SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE THE DISPUTE RESOLUTION SECTION FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

The Merchant Terms also contain, among other things, warranty disclaimers, liability limitations, and use limitations. Onsiteclick LP d.b.a. "Assigned URL" may revise the Merchant Terms from time to time. The changes will not be retroactive, and the most current version of the Merchant Terms will be at <https://www.EatClix.com/merchant-terms>. We will notify you of material revisions pursuant to the Merchant Terms. By continuing to access or use the Onsiteclick LP d.b.a. "Assigned URL" platform after those revisions become effective, you agree to be bound by the revised Merchant Terms.

ENTIRE AGREEMENT, CONFIDENTIALITY, AND EFFECTIVE DATE

By the signatures below, Merchant and Onsiteclick LP d.b.a. "Assigned URL," are entering a binding agreement, which includes and incorporates, the Onsiteclick LP, EatClix.com Merchant Terms of Use (<https://www.EatClix.com/merchant-terms>), and any Addenda signed by both Parties. The Agreement and any Addenda shall be considered confidential information of Onsiteclick LP d.b.a. "Assigned URL", and Merchant will not disclose them to any third party. This Agreement is entered into as of the date last set forth below (the "Effective Date") between Onsiteclick LP d.b.a. Assigned URL ("Assigned URL"), and Merchant. This Agreement shall govern any orders Merchant fulfills on the Onsiteclick LP d.b.a. "Assigned URL" Platform whether or not signed.

**ONSITECLICK LP, General Partner:
INVEST ASSURANCE LLC:**

Signature: _____

Name: _____

Title: _____

Date: _____

MERCHANT:

Signature: _____

Name: _____

Title: _____

Date: _____

ONSITECLICK LP, OFFICIAL GENERAL PARTNER SEAL: