

GoMiamm Restaurant Partner Agreement

Version 1.0 — Effective 2026-05-04

DRAFT — NOT YET REVIEWED BY COUNSEL. Do not execute against a live partner until attorney sign-off is recorded.

1. Parties

This Restaurant Partner Agreement (the "Agreement") is entered into between GoMiamm, Inc., a Delaware corporation with its principal place of business in Miami, Florida ("GoMiamm"), and the restaurant identified in the signature block below (the "Restaurant"). GoMiamm and the Restaurant are each a "Party" and together the "Parties."

2. Definitions

- "Platform" — the GoMiamm consumer and driver applications, websites, and APIs through which Customers place orders for delivery from restaurants.
- "Customer" — an end user who places an order through the Platform.
- "Order" — a confirmed Customer purchase routed to the Restaurant for fulfillment.
- "Order Subtotal" — the sum of menu item prices on an Order, before tax, delivery fee, service fee, tip, and discounts funded by GoMiamm.
- "Commission" — the fee retained by GoMiamm from each Order, calculated under Section 3.
- "Menu" — the items, prices, descriptions, photos, modifiers, hours, and availability the Restaurant publishes on the Platform.
- "Health Score" — has the meaning given in Section 6.

3. Commission

3.1 Rate.

GoMiamm shall retain a Commission equal to twelve percent (12%) of each Order Subtotal. The Commission applies only to the Order Subtotal and not to taxes, tips, delivery fees, service fees, or amounts collected on the Restaurant's behalf and remitted in full.

3.2 Non-Fixed Rate; Adjustment.

The Parties expressly acknowledge that the 12% Commission is the rate in effect on the Effective Date and is NOT a fixed rate for the Term. GoMiamm may adjust the Commission rate from time to time, subject to the following protections:

- (a) GoMiamm shall provide at least thirty (30) days' prior written notice of any change to the Commission rate, sent to the Restaurant's notice email on file.
- (b) The notice shall identify the new rate, the effective date, and the reason for the change.
- (c) If the new rate is higher than the rate then in effect, the Restaurant may terminate this Agreement for convenience under Section 7.2 by written notice given before the new rate takes effect; in that case, the prior rate continues to apply to all Orders accepted before the termination date.

- (d) Commission decreases take effect on the date specified in the notice and require no Restaurant action.
- (e) GoMiamm shall not adjust the Commission rate more than twice in any rolling twelve (12) month period.

3.3 Promotional Commission.

GoMiamm and the Restaurant may agree in writing (including via the partner dashboard) to a temporary promotional Commission rate for a defined campaign. Promotional rates expire on their stated end date and the rate then in effect under Section 3.1 resumes automatically.

4. Menu Control

4.1 Restaurant Owns the Menu.

The Restaurant has sole authority over its Menu. GoMiamm shall NEVER add, remove, rename, reprice, recategorize, change descriptions or photos of, or otherwise modify any item on the Menu without the Restaurant's prior written consent. Acceptance of a change request through the partner dashboard constitutes written consent.

4.2 Permitted GoMiamm Actions Without Consent.

Notwithstanding Section 4.1, GoMiamm may, without prior consent, take only the following actions and only for the limited purposes stated:

- (a) Temporarily marking an item or the Restaurant as unavailable when the Restaurant fails to respond to inbound Orders or repeatedly cancels Orders, in which case GoMiamm shall notify the Restaurant within one (1) hour and restore availability promptly upon Restaurant confirmation.
- (b) Removing a single item if a Customer or regulator credibly reports that the item, as listed, violates law, infringes a third-party right, or poses a safety risk; in which case GoMiamm shall notify the Restaurant within twenty-four (24) hours with the basis and reinstate the item once the issue is resolved.
- (c) Correcting unambiguous typographical errors at the Restaurant's written request.

4.3 Pricing Parity.

The Restaurant sets its own prices on the Platform. GoMiamm does not require the Restaurant to match prices charged on its own channels or any competing platform.

4.4 Suggestions.

GoMiamm may share suggestions, analytics, and recommended changes with the Restaurant. The Restaurant is free to accept, decline, or ignore them. No suggestion shall be implemented without Restaurant action confirming the change.

5. Payouts

5.1 What GoMiamm Pays.

For each completed Order, GoMiamm shall remit to the Restaurant the Order Subtotal, less the applicable Commission and any chargebacks, refunds, or adjustments authorized by Section 5.4. Sales tax collected on behalf of the Restaurant is included in the payout unless GoMiamm is required by law to remit it directly to the taxing authority.

5.2 Schedule Options.

The Restaurant may select one of the following payout schedules through the partner dashboard. Schedules may be switched once per calendar month, effective on the next full schedule cycle.

- (a) Daily — Net payout for Orders completed on calendar day D is initiated to the Restaurant's bank account on calendar day D+1 (Eastern Time).
- (b) Weekly (default) — Net payout for Orders completed during the week ending Sunday is initiated on the following Tuesday.
- (c) Bi-weekly — Net payout for Orders completed during a two-week period ending Sunday is initiated on the following Tuesday.
- (d) Instant — Net payout per Order is initiated within sixty (60) minutes of Order completion, subject to a 1.0% instant-payout fee deducted from the Order's net amount. Instant payouts require a debit card issued by a US bank.

5.3 Payment Method.

Payouts are made by ACH to the bank account the Restaurant designates, except Instant payouts, which are made to a designated debit card. The Restaurant is responsible for keeping its banking information current and bears any third-party fee charged by its bank.

5.4 Chargebacks, Refunds, and Adjustments.

GoMiamm may deduct from a future payout any amount refunded to a Customer for an Order issue attributable to the Restaurant (e.g., missing items, wrong items, food quality complaints substantiated by photo or pattern). GoMiamm shall provide the Restaurant with the reason and supporting evidence for any deduction within seven (7) days, and the Restaurant may dispute the deduction under Section 8.

5.5 Reporting.

GoMiamm shall make available, through the partner dashboard, an itemized statement of every payout (Orders, Subtotals, Commission, taxes, tips, fees, deductions, and net amount) and shall retain such statements for at least three (3) years.

5.6 Minimum Payout.

If the net amount due in any payout cycle is less than ten US dollars (\$10), GoMiamm may roll the amount into the next cycle. Any balance owed to the Restaurant at termination is paid out within fifteen (15) days of the termination date regardless of amount.

6. Health Score

6.1 Purpose.

GoMiamm operates a Restaurant Health Score (the "Health Score") to measure operational quality on the Platform. The Health Score is the basis for placement, search ranking, partner support tier, and the corrective-action process in Section 6.5.

6.2 Components.

The Health Score is a 0–100 composite of the following weighted components, calculated on a rolling thirty (30) day window of completed Orders:

- (a) Order Acceptance Rate — % of routed Orders accepted (weight 20%).

- (b) On-Time Prep Rate — % of Orders ready by the quoted prep time, ± 3 minutes (weight 25%).
- (c) Order Accuracy — $1 - (\text{orders with substantiated missing/wrong-item complaints} \div \text{completed orders})$ (weight 20%).
- (d) Customer Rating — average Customer star rating, normalized to 100 (weight 20%).
- (e) Cancellation Rate — $1 - (\text{Restaurant-initiated cancellations} \div \text{accepted orders})$, capped to penalize repeat cancellations (weight 15%).

6.3 Tiers.

- Excellent (90–100): top placement, priority support, eligible for promotional features.
- Good (75–89): standard placement and support.
- Needs Improvement (60–74): reduced placement; corrective-action plan offered.
- At Risk (below 60): active corrective-action plan required (Section 6.5); subject to suspension or termination if not cured.

6.4 Transparency.

The Restaurant's current Health Score, each component score, and the underlying Order-level data are visible in the partner dashboard at all times. GoMiamm shall give thirty (30) days' written notice of any change to the components, weights, or tier thresholds.

6.5 Corrective Action.

If the Restaurant's Health Score falls below 60 for seven (7) consecutive days, GoMiamm shall provide a corrective-action plan that identifies the weakest components, recommends concrete steps, and gives the Restaurant a minimum of thirty (30) days to return the score to at least 65. GoMiamm shall not suspend or terminate the Restaurant solely on Health Score grounds before the corrective-action period ends, except where Section 7.3 applies.

6.6 Disputes.

The Restaurant may dispute any individual Order data point feeding the Health Score under Section 8. A successful dispute results in recalculation of the Health Score back to the date of the disputed event.

7. Term and Termination

7.1 Term.

This Agreement begins on the Effective Date and continues until terminated under this Section 7.

7.2 Termination for Convenience.

Either Party may terminate this Agreement at any time, for any reason, on fourteen (14) days' written notice. The Restaurant may use the dashboard's deactivation flow to deliver such notice. The Agreement remains in effect during the notice period.

7.3 Termination for Cause.

Either Party may terminate this Agreement immediately on written notice if the other Party:

- (a) Materially breaches this Agreement and fails to cure the breach within ten (10) business days after written notice describing the breach;

- (b) Becomes insolvent, files for bankruptcy, or has a receiver appointed for substantially all of its assets;
- (c) Is found by a regulator to have violated food-safety, labor, or anti-fraud laws material to its operation on the Platform; or
- (d) Engages in fraud, willful misconduct, or repeated and serious violations of Customer or driver safety.

GoMiami may also immediately suspend (without terminating) the Restaurant where required to protect Customer or driver safety, and shall investigate and either reinstate or convert the suspension into termination within seven (7) days.

7.4 Effect of Termination.

- (a) GoMiami shall stop routing new Orders to the Restaurant on the termination date.
- (b) Orders accepted before termination shall be fulfilled and paid out under Section 5.
- (c) Final payout shall be initiated within fifteen (15) days of termination.
- (d) Sections 5.4–5.6 (post-termination payouts), 8 (Dispute Resolution), 9 (General), and any provisions that by their nature should survive shall survive termination.
- (e) Each Party shall return or destroy the other's confidential information within thirty (30) days, except as required to retain by law or for legitimate audit purposes.

8. Dispute Resolution

8.1 Informal Resolution.

Before initiating any formal proceeding, the Parties shall attempt to resolve any dispute by good-faith negotiation. The complaining Party shall send a written notice describing the dispute and the relief sought. If the dispute is not resolved within thirty (30) days, either Party may proceed under Section 8.2.

8.2 Mediation.

If informal resolution fails, the Parties shall first submit the dispute to non-binding mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures, in Miami-Dade County, Florida. Each Party bears its own costs and shares the mediator's fee equally.

8.3 Binding Arbitration.

If mediation fails to resolve the dispute within sixty (60) days of the demand, the dispute shall be resolved by binding arbitration administered by the AAA under its Commercial Arbitration Rules, before a single arbitrator, in Miami-Dade County, Florida. The arbitrator's award is final and may be entered in any court of competent jurisdiction.

8.4 Class Action Waiver.

Each Party agrees that any arbitration shall be conducted on an individual basis only and not as a class, collective, or representative action.

8.5 Carve-Outs.

Either Party may seek injunctive or equitable relief in a court of competent jurisdiction in Miami-Dade County, Florida, for (a) the misuse of confidential information, (b) infringement of intellectual property, or (c) urgent matters affecting Customer or driver safety. Small-claims actions are also outside this Section 8.

8.6 Governing Law.

This Agreement is governed by the laws of the State of Florida, without regard to its conflict-of-laws principles. The Federal Arbitration Act governs the interpretation and enforcement of Section 8.3.

8.7 Payout Disputes.

Disputes about a specific payout, deduction, or Health Score data point shall first follow the dashboard dispute flow. GoMiamm shall respond within ten (10) business days. If the response is unsatisfactory, the Restaurant may proceed under Sections 8.1–8.3.

9. General

9.1 Independent Contractors.

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

9.2 Notices.

Notices are effective when delivered to the email addresses on file in the partner dashboard or, for legal notices to GoMiamm, to legal@gomiamm.com.

9.3 Entire Agreement; Amendments.

This Agreement is the entire agreement between the Parties on its subject matter and supersedes any prior agreement. Material amendments must be in writing and accepted by both Parties; non-material operational changes may be made by GoMiamm on thirty (30) days' notice subject to the Restaurant's right to terminate under Section 7.2.

9.4 Assignment.

Neither Party may assign this Agreement without the other Party's written consent, except that GoMiamm may assign in connection with a merger, acquisition, or sale of substantially all of its assets.

9.5 Severability.

If any provision is held unenforceable, the remaining provisions stay in full force, and the unenforceable provision shall be reformed to the minimum extent necessary.

9.6 Force Majeure.

Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control.

10. Electronic Signature

By signing electronically, each Party agrees that (a) this Agreement may be signed and stored electronically; (b) electronic signatures have the same legal effect as handwritten signatures under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN) and the Florida Electronic Signature Act; (c) the IP address and timestamp captured at the moment of signature, together with the signer's account credentials, constitute reliable evidence of identity and intent; and (d) a copy of the executed Agreement is made available in the partner dashboard and may be downloaded as a PDF.

Each signatory represents that they are authorized to bind their Party to this Agreement.

The signature page for this Agreement is generated at sign time with the Restaurant's information pre-filled. GoMiamm has pre-signed this Agreement; the Restaurant signs electronically through the GoMiamm Partner Portal. The complete executed copy is stored in private Supabase storage and indexed in the restaurant_contracts table along with the signing IP address and UTC timestamp.