

## NEWTEK MERCHANT SOLUTIONS

### NEWTEK PAYMENT SYSTEMS POINT OF SALE SYSTEM PURCHASE AND LICENSE AGREEMENT

The terms and conditions set forth in this Point of Sale System Purchase and License Agreement (this “Agreement”) govern any “Order Form” into which this Agreement is incorporated by reference between Newtek Merchant Solutions, LLC (“NMS”) and the “Merchant” executing the Order Form. By executing and delivering the Order Form, each of NMS and Merchant agrees to the terms and conditions set forth in this Agreement.

1. Point of Sale System Equipment. NMS hereby agrees to sell to Merchant, and Merchant hereby agrees to purchase from NMS, the point of sale system equipment on the corresponding “Order Form” into which this Agreement is incorporated by reference (the “Initial POS Equipment” and together with any other equipment (including replacements or additions) provided by NMS to Merchant from time to time in connection with the point of sale system being made available to Merchant under this Agreement, the “POS Equipment”), on the terms and conditions set forth herein and for the amounts set forth on the Order Form. To the extent there are any changes to the POS Equipment from time to time, such additions, substitutions or replacements must be purchased by Merchant pursuant to a “Change Order Form” executed by each of the parties incorporating this Agreement. References herein to this Agreement shall include any Order Forms and Change Order Forms that incorporate this Agreement by reference unless the context clearly requires otherwise.

2. Equipment Purchase Price. Merchant shall pay NMS for the Initial POS Equipment, including any taxes thereon and shipping charges therefor (the “Total Equipment Purchase Price”), plus the Implementation Fees listed in Order Form for training, set-up and customization and any other fees listed on the Order Form as payable upfront (collectively, the “Total Upfront Fees”), contemporaneously with the execution of this Agreement, unless otherwise specified in the Order Form. No Equipment will be ordered by NMS until it is in receipt of the Total Purchase Price (or if pursuant to the Order Form the Total Purchase Price is to be paid over time, receipt of the initial payment for the Initial Equipment) and the Total Upfront Fees.

3. Term. This Agreement shall have an “Initial Term” as specified in the Order Form and shall automatically renew for the period of time indicated as a “Renewal Term” in the Order Form (each a “Renewal Term”) at the end of the then current Initial Term or Renewal Term, as applicable, unless either party provides the other party written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current Initial Term or Renewal term, as applicable. Either party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach from the non-breaching party. NMS may also terminate this Agreement if NPS (defined below) has the right to terminate the EULA (defined below) or Merchant’s access to or use of the Software (defined below).

4. Software; End User License Agreement. NMS hereby resells to Merchant a non-transferable, nonsublicensable license (the “License”) to use the Newtek Payment Systems Point of Sale Software (the “Software” and together with the POS Equipment, the “POS System”) with the POS Equipment for Merchant’s own business use subject to the terms and conditions of this Agreement and to the terms and conditions of POS on Cloud, LLC’s d/b/a Newtek Payment Systems’ (“NPS”) End User License Agreement as in effect from time to time (the “EULA”), the current version is available at <https://newtekone.com/wp-content/uploads/2025/04/POS-on-Cloud-EULA-10-17-24.pdf>. Merchant must also accept the EULA prior to its operation of the POS System and any updates to the EULA from time to time. In the event Merchant

utilizes the online food ordering integration application (the "Online Food Ordering App") made available by NMS, either directly or through the POS System, Merchant agrees to and hereby accepts the terms and conditions related thereto as in effect from time to time, the current version of which is located at <https://chowly.com/terms-and-conditions/>. By signing the Order Form and/or accepting the terms and conditions of this Agreement, Merchant agrees to abide by all of the terms and conditions set forth in the EULA, and, if applicable, the Online Food Ordering T&C's, and understands and agrees that NMS may terminate, suspend or revoke the License or Merchant's right to use the Online Food Ordering App, as applicable, if NPS or the Online Food Ordering provider, as applicable, has the corresponding right to terminate, suspend or revoke Merchant's license to use the Software under the EULA or right to use the Online Food Ordering App, as applicable. Notwithstanding the foregoing, Merchant understands and acknowledges that the POS Equipment is not being provided by NPS (but rather by NMS under this Agreement) and therefore any warranties, representations, covenants or obligations of NPS with respect to the POS Equipment under the EULA shall not apply; provided, however, any obligations of Merchant with respect to its use and treatment of the POS Equipment under the EULA shall apply.

5. Related Products and Services. NMS may perform (directly or through a third party) certain services for Merchant in connection with the POS System (collectively, "Related Services"), including without limitation start-up, installation, customization, data entry and/or training, and/or make available to Merchant, directly or indirectly, certain products and/or services (other than the Software or the POS Equipment) for use in connection with the POS System (collectively, "Related Products", and together with Related Services, "Related Products and Services"), including without limitation gateways and the Online Food Ordering App.

6. Fees.

(a) Merchant agrees to pay NMS all of the fees set forth in the Order Form and any applicable Change Order. Unless otherwise specified on the Order Form or any subsequent Change Order, as applicable, (i) all monthly recurring fees are payable in advance on the first day of the calendar month (or the first business day thereafter) to which the fee relates, (ii) all per transaction based fees are payable on the first day of the month following the month in which the corresponding transactions took place, and (iii) all "Special Service Fees" as identified on the Order Form or Change Order shall be payable on demand. NMS may increase any fees charged under this Agreement (iv) at any time following the Initial Term (defined below) or (v) at any time, including without limitation during the Initial Term, to pass through any third-party increases to NMS's costs in providing any of the products or services provided by or through it under this Agreement, in each case, including without limitation for the License or any Related Products and Services.

(b) Payment for all obligations due from Merchant under this Agreement shall be automatically ACH debited from the Merchant's deposit account identified in any ACH Authorization Form (or similar instrument) authorizing NMS to initiate ACH entries from such account, including without limitation any ACH Authorization Form submitted by Merchant in connection with an Order Form or in connection with any other relationship between Merchant and NMS (including without limitation any such form delivered by Merchant in connection with a Merchant Agreement (as defined below)), , any other deposit accounts used or authorized by Merchant for the payment of its obligations under the Merchant Processing Agreement by and among Merchant, NMS and the applicable sponsoring bank (the "Merchant Agreement") or any other deposit account authorized by Merchant for the payment of its obligations hereunder from time to time (collectively, as any of the foregoing accounts may be updated by Merchant from time to time, the "Accounts"), or if approved for payment by credit card, charged to the credit card Merchant has on file with NMS; provided, however, that NMS shall give Merchant notice at least two (2) days prior to ACH debiting Merchant's deposit account or charging its credit card for any Special Service Fees. Merchant hereby authorizes NMS to ACH debit the Accounts or charge the credit card Merchant has on file with NMS, as applicable for any and all amounts due from Merchant to NMS under this Agreement. Payment by any other

method much be approved by NMS in writing. If a payment is declined, rejected or fails, Merchant's rights under this Agreement and the EULA will be immediately suspended with or without notice to Merchant until the issue is resolved. Merchant is responsible for providing proper and correct billing, payment and contact information. ACH rejects or charge-backs for payments hereunder will result in a fee (as identified in the Order Form) and immediate suspension of Merchant's rights under this Agreement and the EULA.

(c) On-site travel expenses will be billed for training and installation and shall be payable on demand.

7. Late Payments. In the event any amounts owed by Merchant hereunder are more than thirty (30) days past due, NMS may charge Merchant interest on any such past due amount at a rate equal to the lesser of (a) 1.5% per month or (b) the maximum amount permitted by applicable law.

8. Tax. Merchant shall be responsible for the payment of any applicable sales, excise and similar taxes related to Merchant's purchase of the POS System and/or any Related Products and any fees payable under this Agreement, including without limitation those for the license, and shall reimburse NMS for any such taxes paid by NMS upon demand.

9. Warranties.

(a) Merchant acknowledges and agrees that NMS is only a reseller of the POS System and, if applicable, the Related Products, and as such NMS shall not in any way be liable for the performance or operation of the POS System or the Related Products and makes no warranties with respect to the POS System or the Related Products. With respect to POS Equipment, NMS will pass-through any warranties made available to NMS by the applicable provider of the POS Equipment that such provider permits to be passed through to Merchant. Any and all warranties regarding the POS System or any of the Related Products are and will be governed by any warranties provided by NPS under the EULA, the applicable POS Equipment manufacturers or the applicable Related Product provider, if any. NMS MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE POS SYSTEM (OR ANY COMPONENT THEREOF) OR ANY RELATED PRODUCT AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. THE POS SYSTEM AND THE RELATED PRODUCTS AND SERVICES ARE BEING PROVIDED "AS-IS" BY NMS, AND NMS DOES NOT WARRANT ANY OF THEM (OR ANY COMPONENT THEREOF) WILL MEET MERCHANT'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR FREE, OR THAT ANY ERRORS WILL BE CORRECTED.

(b) Merchant acknowledges that the POS System may be configured to operate in Offline Mode (as defined in the EULA), so that terminals may continue to process Offline Transactions (as defined in the EULA). While in Offline Mode, Offline Transactions are processed locally, without receiving a final confirmation from a remote server that the respective transactions were in fact completed. Consequently, with Offline Transactions, Merchant assumes the risk that when the POS System reestablishes a connection to the remote servers, at least some of the Offline Transactions may be declined. For example, Merchant assumes the risk and will be solely responsible if credit card transactions processed offline are not approved if the credit cards are declined by a payment processor or financial institution when the connection with the remote servers is reestablished. Consequently, to avoid or limit potential losses for Merchant, Merchant agrees to verify that the POS System is properly configured to process credit cards and other transactions that require remote server responses, including by verifying at least once a day (and more often if reasonably prudent under the circumstances) that there is a stable connection and that the POS System is not in Offline Mode. Merchant shall train and instruct its personnel to verify multiple times each day that the POS System

is not operating inadvertently in Offline Mode, that the connection to the payment processor is and remains properly configured, and that any Offline Transactions are accurately processed when the connection to the remote servers is reestablished. UNDER NO CIRCUMSTANCES WILL NMS, ANY OF ITS AFFILIATES OR ANY OF NMS'S OR ANY OF ITS AFFILIATES' VENDORS, PROVIDERS, RESELLERS, SUPPLIERS OR AGENTS BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM USING THE POS SYSTEM IN AN OFFLINE MODE (AS DEFINED IN THE EULA) OR ACCEPTING OR PROCESSING OFFLINE TRANSACTIONS (AS DEFINED IN THE EULA), INCLUDING ANY LOSSES ARISING FROM DECLINED DEBIT CARDS OR CREDIT CARDS, AND DENIED TRANSACTIONS

10. Limitation of Liability. NMS SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, EQUIPMENT, SOFTWARE OR SERVICE FOR THE POS SYSTEM (OR ANY COMPONENT THEREOF) OR ANY RELATED PRODUCT, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE OR AVAILABILITY OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, THE POS SYSTEM OR ANY RELATED PRODUCT OR SERVICE, EVEN IF NMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST MERCHANT. UNDER NO CIRCUMSTANCES SHALL NMS'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE POS SYSTEM OR ANY RELATED PRODUCTS, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE NET REVENUE (DEFINED AS THE REVENUES RECEIVED BY NMS FROM MERCHANT UNDER THIS AGREEMENT AND NO OTHER AGREEMENT (INCLUDING WITHOUT LIMITATION ANY OTHER AGREEMENT BETWEEN NMS AND MERCHANT OR ANY OF THEIR RESPECTIVE AFFILIATES) LESS NMS'S RELATED COST OF GOODS/SERVICES SOLD) EARNED BY NMS UNDER THIS AGREEMENT (AND NO OTHER AGREEMENT) FROM MERCHANT IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION IN THIS SECTION IS CUMULATIVE, WITH ALL PAYMENTS TO MERCHANT FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT. MERCHANT ACKNOWLEDGES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST NMS IF MORE THAN ONE YEAR AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS TRANSPIRED.

11. Title and Delivery. Risk of loss will pass to Merchant at the time and place of delivery to Merchant or to a carrier for transportation to Merchant, whichever occurs first. All sales of POS Equipment included in the POS System are made EXW (Ex Works, Incoterms 2000) at NMS's or the applicable manufacturer's outbound shipping locations, as applicable.

12. Final Sale. ALL SALES OF THE POS EQUIPMENT ARE FINAL AND MERCHANT MAY NOT RETURN THE POS EQUIPMENT TO NMS FOR ANY REASON.

13. Indemnification. Merchant will at all times indemnify and hold harmless NMS, its affiliates and its and its affiliates' officers, directors, managers, shareholders, employees, affiliates, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses suffered by any of them arising out of or relating to the use or operation of the POS System (including without limitation Offline Mode and Offline Transactions) or any of the Related Products and Services.

14. Offset. Notwithstanding anything to the contrary in any agreement between the parties, NMS may offset any amounts owed by Merchant to NMS under this Agreement against any amounts owed by NMS to Merchant or any of Merchant's affiliates under any agreement between NMS and Merchant and/or Merchant's affiliates.

15. Applicable Law. Jurisdiction and venue for any claim or cause of action arising under this Agreement shall be exclusively in the federal or state courts located in the City, County and State of New York, and this Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.

16. Modification. Subject to the limitations set forth in Section 6(a) of this Agreement to increase fees charged under this Agreement during the Initial Term, NMS may modify this Agreement at any time upon notice to Merchant via any method reasonably calculated to reach Merchant, including without limitation via notification through the POS System, via a message included in periodic statements sent to the Merchant under the Merchant Agreement, via email to the email address provided by Merchant on the Order Form or any other email address NMS has on record for the Merchant (and for which NMS has not received written notice from Merchant advising NMS that that email address is no longer valid for the Merchant) or any other method of delivery specified in Section 17 of this Agreement.

17. Notices. Any notice, request, instruction or other communication to be given hereunder by either party hereto to the other shall be in writing, and delivered as follows: (a) if to NMS, delivered personally (including deliveries by express, overnight courier services) or sent by certified or registered mail, postage prepaid, return receipt requested, to Newtek Merchant Solutions, LLC, Attn: Chief Operating Officer, 1981 Marcus Ave., Suite 130, Lake Success, NY 11042, with a copy to NewtekOne, Inc., Attn: Chief Legal Officer, 1981 Marcus Ave., Suite 130, Lake Success, NY 11042, or (b) if to Merchant, via email to the email address provided by Merchant on the Order Form or any other email address NMS has on record for the Merchant (and for which NMS has not received written notice from Merchant advising NMS that that email address is no longer valid for the Merchant), or delivered personally (including deliveries by express, overnight courier services) or sent by certified or registered mail, postage prepaid, return receipt requested, to the Merchant's attention at the address provided by Merchant on the signature page hereto. Either party may update the address(es)/contact information to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

18. Severability. In the event any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall be deemed an original and each of which may be introduced as evidence or used for any other purpose without the production of its duplicate counterparts.

20. Entire Agreement; Conflicts. This Agreement including each of the Exhibits represents the entire agreement among the parties with respect to the subject matter hereof, and all prior agreements or understandings relating to the subject matter covered hereby, written or oral, are nullified and superseded hereby. In the event of any conflicts between the provisions set forth in the body of this Agreement and those set forth on the Order Form, the provisions set forth in the body of this Agreement shall control.