Sales Partner Agreement

Version 1.3 | September 27, 2026

This Sales Partner Agreement (the "Agreement") is between Chef Andy's Culinary Consulting, LLC, a limited liability company with its principal place of business at 327 E Williams St, Waterloo, NY 13165, which owns and operates RestaurantOpsApp ("RestaurantOpsApp"), and the individual or business that accepts this Agreement through the RestaurantOpsApp Sales Partner portal ("Partner"). Partner's legal name, address, and email address for notices are the details Partner provides in its portal account. This Agreement takes effect on the date Partner accepts it in the portal (the "Effective Date"). All dates and times in this Agreement are Eastern Time.

1. PROGRAM ROLE

1.1 Nonexclusive appointment. RestaurantOpsApp appoints Partner as a nonexclusive sales partner. There is no assigned territory. RestaurantOpsApp may work with other partners, and may sell directly, anywhere. Partner may refer businesses anywhere in the United States, subject to Section 2.

1.2 What Partner does. Partner may introduce restaurants and other hospitality businesses to RestaurantOpsApp. Partner is responsible for making accurate introductions to operators Partner knows, giving appropriate context, and following the referral process in this Agreement and the portal.

1.3 What RestaurantOpsApp does. RestaurantOpsApp decides whether to pursue an introduction and handles product demonstrations, the sales process, onboarding, product support, billing, and the customer relationship.

1.4 No guaranteed results. Applying to the program, making an introduction, sharing a link, or generating a lead does not by itself create an approved referral or earn a commission. RestaurantOpsApp does not promise any number of sales or referrals or any amount of income.

1.5 Limits on Partner's authority. Partner has no authority to sign contracts, make commitments, set or change prices, offer discounts, promise features or results, collect payments, or appoint other partners on behalf of RestaurantOpsApp. Any statement or promise Partner makes beyond RestaurantOpsApp's current approved materials is Partner's sole responsibility.

2. PARTNER ELIGIBILITY

2.1 Who may participate. Partner must be at least 18 years old and, if an individual, reside in the United States, or, if a business, be organized and located in the United States.

2.2 No self-referrals. Partner may not refer a business that Partner, or any member of Partner's household, owns, controls, manages, or is employed by. Such a referral does not qualify for commission.

3. REFERRAL APPROVAL AND ATTRIBUTION

3.1 Referral record. A referral record is created on the earlier of (a) a visit to RestaurantOpsApp through Partner's tracked referral link, or (b) Partner's submission of the business through the portal. The portal time stamp for that first record is the "Referral Date."

3.2 Attribution window. A referral qualifies only if the referred business makes its first paid subscription payment to RestaurantOpsApp no later than 11:59 PM on the 90th day after the Referral Date (the "Attribution Window").

3.3 Activity is not approval. A link visit, QR scan, form submission, or portal entry is evidence of activity only. A referral becomes an approved referral only when RestaurantOpsApp approves it under Section 3.9.

3.4 Repeat introductions. A later introduction of the same business does not restart the Attribution Window. After an Attribution Window expires without a qualifying payment, a new introduction starts a new Attribution Window only if the business is not then in active discussions with RestaurantOpsApp under Section 3.7.

3.5 Records that control. Portal time stamps control the existence and timing of Partner's referral record. RestaurantOpsApp's customer, billing, email, and sales records control whether a business is an existing customer or was already in contact with RestaurantOpsApp.

3.6 Competing claims. If more than one partner has a referral record for the same business, the partner with the earliest valid referral record within an open Attribution Window receives full credit. Commissions are not split.

3.7 Existing customers and prior contact. A business does not qualify as a referral if, on the Referral Date, it is already a RestaurantOpsApp customer, or RestaurantOpsApp has had documented sales contact with it (such as an email exchange, call, or demo) within the 90 days before the Referral Date. A business that has started a RestaurantOpsApp free trial before the Referral Date is treated as prior contact and does not qualify as a new Partner referral. A Partner referral recorded before the business starts its free trial remains eligible, subject to all other agreement terms.

3.8 Direct inquiries. If a referred business contacts RestaurantOpsApp directly without using Partner's link, the referral still qualifies if Partner's referral record exists and the Attribution Window is open.

3.9 Approval and review. RestaurantOpsApp will approve or decline each referral within 10 business days after the referred business's first verified subscription payment is recorded, and will give Partner a short written reason for any decline. Partner may request a review within 30 days after the decision. RestaurantOpsApp will respond within 15 business days and will share the records it relied on, except information it is prohibited from sharing by law or by its obligations to the customer.

3.10 What counts as one customer. For approvals, tier progression, and commissions, one customer is one paying RestaurantOpsApp billing account. Additional locations, users, outlets, departments, upgrades, or add-ons under an existing billing account are not new customers. A separate business under common ownership with an existing customer, including a franchisee or related company, counts as a new customer only if it opens its own billing account and is separately referred and approved. A change in ownership of an existing customer does not create a new customer.

4. COMMISSION RATES AND TIERS

4.1 Customer numbering. Each approved qualifying customer is assigned the next customer number in Partner's account when its first verified subscription payment is recorded. Starting a free trial does not assign a customer number.

4.2 Rates and achieved tier. Each approved qualifying customer is numbered in Partner's cumulative lifetime sequence. Customers 1 through 50 are assigned 15 percent, customers 51 through 100 are assigned 20 percent, and customer 101 and every later qualifying customer is assigned 25 percent. The 25 percent tier is the maximum under the current program. The achieved tier is based on Partner's cumulative qualified customer count, not the number of customers currently paying or commission eligible. Once legitimately achieved, the higher tier does not decrease merely because earlier customers' Commission Periods end, they cancel, or they stop paying. Future qualifying customers receive the rate for Partner's achieved tier while Partner remains eligible to participate under this Agreement. Nonqualifying, duplicate, test, complimentary, fraudulent, or manipulated accounts do not advance the tier.

4.3 Fixed rate per customer. The percentage assigned to a customer when numbered is recorded and fixed for that customer's individual Commission Period. Reaching a higher tier never retroactively increases an earlier customer's assigned rate. One customer's Commission Period ending does not change another customer's assigned rate or lower Partner's achieved tier. An achieved tier or assigned commission rate creates no ownership, equity, partnership, property interest, or continuing right in any customer, subscription, RestaurantOpsApp revenue, or RestaurantOpsApp itself.

5. COMMISSIONABLE REVENUE AND COMMISSION PERIOD

5.1 Customer-specific Commission Period. Each customer's maximum Commission Period starts at the date and time that customer's first verified qualifying paid subscription payment is recorded and ends immediately before the same date and time one calendar year later. Each customer has an independent period. A free trial does not count toward it. At that end date, commission eligibility for new service and subsequent payments on that customer permanently ends, subject only to the narrow late-collection exception in Section 5.5. Continued subscription, renewal, a price change, upgrade, or downgrade does not extend, renew, or restart a Commission Period. There are no lifetime, perpetual, or customer-lifetime commissions. Twelve months is a maximum, not a guarantee: if the customer cancels or stops paying earlier, no commission accrues on unpaid or otherwise nonqualifying revenue.

5.2 Customer pricing. As of this version, RestaurantOpsApp offers the following customer pricing. (a) Every new customer receives a 14-day free trial at $0, with no credit card required. (b) Founder Plan: $89 per month for the first 10 Founder customers. A Founder customer keeps the $89 monthly rate for as long as it continuously remains a RestaurantOpsApp customer. (c) Standard Plan: $99 per month after the first 10 Founder spots are filled. (d) Every customer converting from the free trial to paid service pays a required one-time $299 onboarding fee in addition to its first monthly subscription payment. A Founder customer's first paid checkout is therefore $388 before applicable taxes ($89 subscription plus $299 onboarding), then $89 per month. A Standard customer's first paid checkout is $398 before applicable taxes ($99 subscription plus $299 onboarding), then $99 per month. Only the monthly subscription portion is commissionable under Sections 5.3 and 5.4. For example, at a 15 percent rate, commission on a Founder customer's first paid checkout is $13.35 (15 percent of $89), and commission on a Standard customer's first paid checkout is $14.85 (15 percent of $99). Pricing may change under Section 11.3.

5.3 Commissionable revenue. Commission is earned only on subscription fees that RestaurantOpsApp actually collects from an approved qualifying customer for service during its Commission Period, calculated after discounts and credits and excluding sales and other taxes. This includes monthly or annual subscription fees and any additional locations or users billed as part of the subscription during the Commission Period.

5.4 Excluded revenue. Commission is not earned on the required one-time onboarding fee, free trials, one-time add-ons, services, or other purchases that are not subscription fees, taxes, or amounts refunded or charged back as described in Section 5.7.

5.5 Failed and late payments; absolute final cutoff. No commission is earned until qualifying subscription payment is actually collected. A payment collected after a customer's Commission Period ends qualifies only if the payment is collected no later than 60 days after that end date and documented service starts and ends wholly within that customer's Commission Period. No commission is created on payments collected later than that 60-day deadline, or for service outside the Commission Period. This narrow collection allowance is not a renewal or extension of the customer's Commission Period. Later subscription payments generate zero commission, cannot accrue or become payable, and are not included in a partner payout; historical records and previously earned commissions remain intact. Refunds and chargebacks of prior commissionable payments continue under Section 5.7.

5.6 Cancellations. Commission stops accruing when the customer's subscription ends.

5.7 Refunds and chargebacks. If RestaurantOpsApp refunds a payment, or a customer charges back a payment, within 90 days after the payment was collected, the commission on the refunded or charged-back amount is reversed. If that commission has already been paid, the reversal is deducted from Partner's future payouts under Section 6.5. Commission is not reversed for refunds or chargebacks made more than 90 days after the payment was collected.

6. STATEMENTS, PAYOUTS, AND TAXES

6.1 Records. RestaurantOpsApp maintains Partner's referrals, customer assignments, billing entries, commissions, and completed payouts in the Sales Partner portal. RestaurantOpsApp verifies and enters billing events manually. A payout record in the portal documents a payment already made; it does not initiate a transfer.

6.2 Statements and payment schedule. By the 10th day of each month, RestaurantOpsApp will post a statement in the portal showing commissions earned on revenue collected in the prior calendar month. RestaurantOpsApp will pay those commissions by the last day of the month in which the statement is posted.

6.3 Payment method and minimum. Commissions are paid in US dollars by bank transfer (ACH) to the account Partner provides. If Partner's balance is less than $50, it carries forward to the next month. When this Agreement ends, RestaurantOpsApp will pay the full remaining balance owed on the schedule in Section 6.2, regardless of amount.

6.4 Taxes. Partner must provide a completed IRS Form W-9 before receiving any payout. RestaurantOpsApp will issue IRS Form 1099-NEC to Partner as required by IRS rules. Partner is responsible for all taxes on its commissions.

6.5 Negative balance. If reversals under Section 5.7 exceed commissions owed in a period, the negative balance carries forward and is deducted from future payouts. RestaurantOpsApp will not invoice Partner for a negative balance or require repayment, except where the negative balance results from Partner's fraud.

6.6 Questions and corrections. Partner may question a referral decision or statement in writing within 60 days after it is posted. RestaurantOpsApp will respond within 15 business days and share the records it relied on. Errors in either party's favor will be corrected on the next statement and payout, and the portal will keep a history of every correction. A statement not questioned within 60 days is considered accepted, except for errors caused by fraud.

7. PARTNER CONDUCT AND DISCLOSURES

7.1 Accurate claims. Partner will describe RestaurantOpsApp only in a manner consistent with RestaurantOpsApp's current approved materials, and will not make claims about features, pricing, savings, performance, or results beyond those materials. Partner will not describe the program as guaranteed, passive, or get-rich income, or use multi-level marketing language.

7.2 Commission disclosure. Whenever Partner recommends RestaurantOpsApp, whether in person, by email, on social media, on a website, or anywhere else, Partner must clearly disclose in the same message, in plain words, that Partner may be paid a commission if the business subscribes (for example: "I earn a commission if you sign up"). Hashtags alone, links alone, or disclosures placed only in a profile or footer are not sufficient.

7.3 Outreach. Partner may contact only people Partner knows personally or professionally, or who have asked to hear from Partner. Partner will not use purchased or scraped contact lists, send bulk unsolicited email, send unsolicited text messages, make automated or prerecorded calls, bid on "RestaurantOpsApp" or confusingly similar terms in paid search advertising, or present itself as an employee or representative of RestaurantOpsApp. Every email Partner sends about RestaurantOpsApp must identify Partner, include a working way to opt out, and honor opt-out requests promptly. Partner will stop contacting anyone who asks.

7.4 Sharing prospect information. Partner will submit a business to RestaurantOpsApp only after the business has agreed to be contacted by RestaurantOpsApp. Partner will share only the contact's name, business name, email address, phone number, and a short note, and only through the portal.

7.5 No payments to customers. Partner will not share its commission with, or offer rebates, payments, or other incentives to, a referred business or its staff without RestaurantOpsApp's prior written approval.

7.6 Use of RestaurantOpsApp's name. RestaurantOpsApp grants Partner a limited, nonexclusive, non-transferable, revocable permission to use the RestaurantOpsApp name, logo, and materials supplied in the partner kit, unchanged, solely to refer businesses under this Agreement. Partner will not register domain names, social media accounts, or business names that contain "RestaurantOpsApp" or a confusingly similar name. RestaurantOpsApp may withdraw this permission at any time by email. All rights in RestaurantOpsApp's name, software, and materials remain with RestaurantOpsApp, and no ownership transfers to Partner.

8. CONFIDENTIALITY AND DATA

8.1 "Confidential Information" means non-public information either party receives through the program, including pricing plans, product plans, customer and prospect information, and portal data. It does not include information that is public through no fault of the receiving party, was already known to it, or is independently obtained without restriction.

8.2 Use and protection. Each party will use the other's Confidential Information only to perform this Agreement, protect it with at least reasonable care, and share it only with its own advisers who are bound to keep it confidential, or as required by law.

8.3 Incident notice. Partner will notify RestaurantOpsApp within 72 hours after learning of any unauthorized access to or disclosure of customer or prospect information.

8.4 Return or deletion. When this Agreement ends, Partner will delete RestaurantOpsApp's Confidential Information upon request.

8.5 Duration. These obligations continue for 2 years after this Agreement ends and, for personal information about customers and prospects, for as long as the information is retained.

9. TERM AND TERMINATION

9.1 Term. This Agreement continues from the Effective Date until ended by either party under this Section 9.

9.2 Termination for convenience. Either party may end this Agreement for any reason by giving 30 days' written notice by email.

9.3 Termination for cause. RestaurantOpsApp may end this Agreement immediately by written notice if Partner commits fraud, submits false referrals or referrals prohibited by Section 2.2, conducts outreach that violates Section 7.3, or makes false claims about RestaurantOpsApp. Either party may end this Agreement by written notice if the other party materially breaches it and does not fix the breach within 10 days after receiving written notice describing it.

9.4 Existing customers after termination. If this Agreement ends under Section 9.2, or under Section 9.3 because of RestaurantOpsApp's uncured breach, Partner continues to earn commission on its approved customers for the remainder of each customer's Commission Period, and referrals with an open Attribution Window on the termination date remain eligible until that window closes.

9.5 Termination for Partner's misconduct. If RestaurantOpsApp ends this Agreement under Section 9.3 because of Partner's conduct, commissions on any referral connected to that conduct are forfeited. Commissions on other approved customers for revenue collected before the termination date are still paid. No further commissions accrue after the termination date.

9.6 Payment of amounts owed. Amounts owed at or after termination are paid on the schedule in Section 6.2.

9.7 Transition. Within 10 days after this Agreement ends, Partner will stop presenting itself as a RestaurantOpsApp sales partner, stop using RestaurantOpsApp's name and materials, and remove referral links and program content that Partner controls.

9.8 Survival. Sections 4 through 6 (as to amounts owed), 8, 9.4 through 9.8, 10, and 11 survive the end of this Agreement.

10. RELATIONSHIP, LIABILITY, AND DISPUTES

10.1 Independent contractor. Partner is an independent contractor, not an employee, agent, partner, or joint venturer of RestaurantOpsApp. Partner decides how, when, and whether to make referrals, pays all of its own expenses, and is responsible for its own taxes. RestaurantOpsApp will not withhold taxes or provide benefits. Partner may not incur any obligation on RestaurantOpsApp's behalf.

10.2 No guarantees. RestaurantOpsApp does not promise any number of sales or referrals or any amount of income. The program and program materials are provided as-is.

10.3 Limit of liability. Except for amounts owed under Sections 4 through 6, fraud, willful misconduct, breach of Section 8, or Partner's obligations under Section 10.4, each party's total liability under this Agreement is limited to the commissions paid or payable to Partner in the 12 months before the claim arose, and neither party is liable for indirect, consequential, or lost-profit damages.

10.4 Partner responsibility for its conduct. Partner will cover RestaurantOpsApp's reasonable losses, including reasonable legal fees, arising from third-party claims caused by Partner's unauthorized statements, outreach that violates Section 7, or misuse of customer or prospect information.

10.5 Governing law and disputes. This Agreement is governed by the laws of the State of New York. Before filing any claim, a party will give the other written notice describing the dispute, and both parties will try in good faith for 30 days to resolve it. Any dispute not resolved will be brought only in the state or federal courts serving Seneca County, New York, and either party may use small claims court where eligible.

11. GENERAL TERMS

11.1 Notices. Notices under this Agreement must be sent by email. Notices to RestaurantOpsApp go to Andy@restaurantopsapp.com. Notices to Partner go to the email address in Partner's portal account. A notice is received when sent, unless the sender receives a delivery failure message.

11.2 Changes to this Agreement. RestaurantOpsApp may update this Agreement by giving Partner 30 days' notice by email. An update will not lower the rate assigned to any existing customer or reduce commissions already earned. Partner may end this Agreement under Section 9.2 before an update takes effect. Each customer assignment is governed by the version of this Agreement in effect when that customer was assigned its customer number.

11.3 Program and pricing changes. RestaurantOpsApp may change its product pricing or plans at any time, and commissions are calculated on amounts actually collected. RestaurantOpsApp may end the Sales Partner program by giving 30 days' notice by email, in which case Section 9.4 applies as if this Agreement had ended under Section 9.2.

11.4 Assignment. Partner may not transfer this Agreement or its portal account without RestaurantOpsApp's written consent. RestaurantOpsApp may transfer this Agreement in connection with a sale of RestaurantOpsApp or its business, and the transferee will be bound by RestaurantOpsApp's obligations, including commissions owed.

11.5 Entire agreement. This Agreement is the entire agreement between the parties about the Sales Partner program. If this Agreement conflicts with any website page, portal description, FAQ, or marketing material, this Agreement controls. If any part of this Agreement is found unenforceable, the rest remains in effect.

12. ACCEPTANCE

12.1 Electronic acceptance. Partner accepts this Agreement by selecting "I agree" in the Sales Partner portal. The portal records Partner's name, email address, the date and time of acceptance, IP address, and the version of this Agreement accepted, and that record is evidence of Partner's acceptance. The individual accepting confirms that he or she is authorized to accept this Agreement for the Partner named in the portal account.

RESTAURANTOPSAPP: Chef Andy's Culinary Consulting, LLC

PARTNER: Legal name and electronic signature captured in the portal