

SUPPLIER TERMS AND CONDITIONS

These terms and conditions (collectively, this “Agreement”) are made and entered into by Cava Holding Company, a Delaware corporation (“Customer”), and the supplier referenced in the applicable Purchase Schedule (as defined below) (“Supplier,” and each of Customer and Supplier, a “Party”, and collectively, the “Parties”) effective as of the date that the first Purchase Schedule between the Parties is entered into. WHEREAS Customer and Supplier desire to agree upon the terms and conditions upon which Supplier shall provide certain goods and/or services to Customer. NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Customer and Supplier hereby agree as follows:

1. Scope of Agreement. This Agreement shall apply to the sale of products (the “Products”) from Supplier, which Products shall be approved for use by Customer prior to such sale and which sale shall be pursuant to a purchase order, purchase schedule, purchase agreement, statement of work, specifications, or other documentation each as issued or approved by Customer or another Purchaser (as defined below) (any of the foregoing, whether referred to by such or another term, a “Purchase Schedule,” and the terms of which are hereby incorporated into this Agreement), notwithstanding whether such documentation references this Agreement, except to the extent that such documentation makes reference to this Agreement and expressly provides otherwise. In addition to this Agreement, Supplier agrees to be bound by any supplier code of conduct, supplier transportation policy, quality or food safety requirements or standards, or supplier guidelines issued by Customer from time to time (collectively, “Guidelines”), which are hereby incorporated herein. In the event of any conflict between the terms of this Agreement and the terms of any other agreement between the Parties or any Guidelines, including in any Purchase Schedule, the terms of this Agreement shall control, except to the extent that any term herein is expressly referenced and modified in a Purchase Schedule, followed by any Purchase Agreement and thereafter by any Guidelines.

2. Purchasers. Supplier agrees to sell the Products to (a) Customer and/or any of its affiliates or subsidiaries (each a “Customer Entity”), (b) franchisees or licensees of any Customer Entity (each, a “Franchisee”), (c) distributors authorized by a Customer Entity to purchase and distribute any of the Products to locations leased or owned by a Customer Entity (each, a “Distributor”), pursuant to separate agreements between Supplier and any such Distributors, or (d) manufacturers who intend to incorporate any of the Products into other products and then transfer such product to a Customer Entity, Franchisee, or Distributor (each, a “Manufacturer”), pursuant to separate agreements between Supplier and any such Manufacturers (the entities referenced in these subsections(a)-(d) collectively, “Purchasers”). A sale of any Products by Supplier to a Purchaser shall be at the location(s) identified by such Purchaser, including, but not limited to, those restaurants or facilities licensed or owned by such Purchaser, pursuant to a separate agreement. Supplier acknowledges and agrees that (i) no Customer Entity shall have any responsibility or liability with respect to a sale of any Products by Supplier to any Purchaser that is not a Customer Entity, (ii) no Customer Entity makes any representation or warranty as to the financial condition or solvency of any Purchaser, (iii) no Franchisee, Distributor, or Manufacturer is an agent of any Customer Entity, and (iv) no Customer Entity is acting or shall be deemed as a guarantor with respect to or otherwise liable for the acts or omissions of any other Purchaser, including, but not limited to, any failure of a Purchaser to make any payments for any Products. To the extent applicable, Supplier acknowledges that Customer has provided Supplier a list of its Distributors that will be initially engaged to deliver the Products as of the Effective Date. In the event that Customer provides notice to Supplier that Supplier shall no longer do any business with any Purchaser, Supplier shall confirm receipt and work cooperatively with Customer on a transition plan of business with any such Purchaser as deemed appropriate in Customer’s sole discretion, which may include an immediate cessation of all or some further delivery of the Products to such Purchaser as practically possible.

3. Sale of Products. Supplier shall sell the Products at the prices indicated in an applicable Purchase Schedule. Unless otherwise expressly agreed to in writing, (i) Supplier acknowledges there is no assurance that any particular quantity of the Products will be purchased by any Franchisee, Distributor, or Manufacturer for sale to a Customer Entity (or any restaurant leased or owned by any Customer Entity) and (ii) Customer shall have no liability to Supplier if the actual volume(s) of Products that Supplier sells for any reason (including, but not limited to, the discontinuation of any Product, the termination of any Franchisee, Distributor, or Manufacturer to which Supplier is authorized to sell Products, or the closing of any Distributor distribution center or any restaurant) are less than any volume estimate previously provided by Customer to Supplier.

4. Payment Terms. Upon shipment of any Products to the applicable Purchaser, Supplier shall issue an invoice for the Products for payment by the applicable Purchaser and Travel Expenses (as defined below). Any Purchaser’s obligation to pay and the timing for the same shall be contained in such agreement with any given Purchaser. Customer shall request Purchasers to pay undisputed invoiced amounts within thirty (30) days after the later of Customer’s receipt of the applicable invoice or receipt of the Products. If Customer disputes an invoice in good faith, Customer shall not be in default of this Agreement or any applicable Purchase Schedule. Except to the extent expressly provided in a Purchase Schedule, the prices of the Products shall be inclusive of all taxes levied or assessed, including, but not limited to, any applicable sales taxes; provided, however, in no event shall Customer be responsible for Supplier’s franchise taxes, taxes based on Supplier’s franchise taxes, income taxes, business and license taxes, margin taxes, profit taxes, inheritance taxes, intangible taxes, transfer taxes, gross receipts taxes, settlement taxes, gift taxes, or property taxes, or any penalties associated with Supplier’s failure to properly remit taxes. Except to the extent expressly provided in a Purchase Schedule, Customer shall not be responsible for any additional costs or expenses that Supplier may incur, including, but not limited to, any costs incurred or imposed by compliance with Laws (as defined below) related to the manufacturing, production, packaging, storage, transportation, shipment, and/or sale of the Products and Supplier’s expenses for labor, overtime, capital, equipment and materials required to process, package, and store the Products. If Supplier may incur travel or lodging expenses in connection to its performance of the work under a Purchase Schedule (“Travel Expenses”) for which Supplier seeks reimbursement from Customer, Supplier shall first obtain the prior written consent of Customer to such amounts and purposes prior to the Travel Expenses being incurred and shall abide by Customer’s then-in-effect reasonable travel policy. To the extent that any amounts are owed by Supplier to Customer, Customer may offset amounts invoiced by such owed amounts.

5. Quantities and Inventory Management. For the avoidance of doubt, if a Purchase Schedule does not indicate the quantity to be ordered but indicates certain pricing through an expiration date, such pricing shall be applied to any orders of the Products that are the subject of such Purchase Schedule through such expiration date. Supplier represents and warrants that it shall timely supply such quantities of Products as customarily purchased by the applicable Purchasers, but only to the extent that Supplier receives Purchase Schedules (e.g., purchase orders) from such applicable Purchasers requesting to purchase such quantities. In addition, in the event that a representative of Customer indicates an estimated forecast of products for any period of time to a representative of Supplier in writing (e.g., by e-mail), if Supplier does not indicate that it cannot supply such amounts to Customer, Supplier shall be bound to supply such amounts, but only to the extent that Supplier receives Purchase Schedules (e.g., purchase orders) from such applicable Purchasers requesting to purchase such quantities. In no event shall Supplier prioritize the needs or desires of another customer over those of Customer (and for the avoidance of doubt, if such prioritization occurs, Supplier shall be responsible to Customer for the difference between the price of the Products pursuant to an applicable Purchase Schedule and the actual price paid by Customer to obtain similar products from a third party), and further, Supplier shall place Customer in no less than the highest favor that any other customer of Supplier is placed in. Supplier shall diligently maintain adequate supplies of the Products in quantities customarily purchased by the applicable Purchasers; provided, however, such efforts, including, but not limited to, any efforts regarding raw material supplies, work in process, finished inventory, and the creation of additional production capacity, shall be in Supplier’s sole control and Purchasers shall have no liability for any loss, damage, or injury that arises from any of the foregoing as a result of any statements, plans, policies, or decisions made by any of the Purchasers from time to time, provided the foregoing does not mitigate a Purchaser’s obligation to purchase such Products as may be specifically set forth under a Purchase Schedule. In addition, upon Customer’s request and with any further cooperation as requested by Customer, Supplier shall provide complete transparency on all costs related to the manufacturing, production, packaging, storage, transportation, shipment, and/or sale of the Products for the benefit of any Purchasers, including, but not limited to, with respect to materials, components, packaging, payments to third parties, labor costs, assets being depreciated, overhead allocation, methodologies related to the allocation of overhead, and intercompany fees and payments between Supplier and any of its direct or indirect parents, affiliates, or subsidiaries.

6. Representations and Warranties.

a. General. Supplier represents and warrants that (i) all Products with their manufacturing, production, handling, storage, transportation, and shipment shall conform to the specifications contained in the applicable Purchase Schedule(s) or otherwise agreed to by the parties (the “Specifications”), be in good and

workmanlike quality, free from patent or latent defects either in design or production, merchantable, fit for their intended purpose, in compliance with all applicable federal, state, and local laws, ordinances, rules, regulations, orders, guidance and standards (collectively, “Laws”) and with all necessary permits obtained, and conform to such representations with respect to regulatory compliance and claim eligibility as indicated by Supplier, (ii) all Products shall be stored, transported, and shipped by Supplier in accordance with the highest professional standards, (iii) Supplier shall faithfully, timely, and diligently manufacture the Products and perform any related services, functions, responsibilities, tasks, duties, and deliverables, including those not specifically referenced but which are ancillary, reasonably required for, or customarily included in the proper performance or provision of the foregoing, all in a good and workmanlike manner, in accordance with the highest professional standards, with sufficient staff, resources, and expertise, and in compliance with Laws, (iv) Supplier has full power and authority to execute this Agreement and any Purchase Schedule and perform thereunder and the execution, delivery, and performance of this Agreement and any Purchase Schedule shall not violate, conflict with, require consent under, or result in any breach or default under any agreement to which Supplier or an affiliate or subsidiary of Supplier is a party to, (v) all of the Products, the Work Product, the Pre-Existing Materials, and Third Party Materials do not infringe upon any statutory or common law intellectual property right of any person or entity, and (vi) Supplier is not insolvent or at material risk of being insolvent.

b. Food Products. To the extent that any of the Products are food products, including, but not limited to, food articles, food ingredients, and food packaging, Supplier represents and warrants that (i) all Products shall be in full compliance with Laws, including, but not limited to, the Federal Food, Drug and Cosmetic Act (as amended from time to time, “FDCA”), and the rules and regulations promulgated from time to time by the United States Department of Agriculture (“USDA”) and the Food and Drug Administration (“FDA”), (ii) all Products shall be manufactured, produced, transported, stored, shipped and delivered in accordance with Laws, including, but not limited to, the “Good Manufacturing Practices” under the FDCA and comparable regulations of the USDA and the FDA, and any Guidelines, (iii) all Products shall not be adulterated or misbranded within the meaning of the FDCA or USDA or any other Laws, (iv) no Products shall be food products which may not, under applicable Laws, be introduced into interstate commerce, (v) any and all “Product Information”, “Nutritional Data Sheet,” “Supplier Profile” or similar information provided by Supplier, including allergen and nutritional content information, have been and will be completed by Supplier accurately.

7. Inspections. Customer or a designated third-party inspection firm engaged by Customer shall have the right to inspect for compliance with all or part of this Agreement and any applicable Purchase Schedule, without advance notice, during normal business hours (i) the manufacturing, production, and storage facilities and equipment and facilities of Supplier as may be used for the Products and (ii) the Products prior to their shipment to any Purchasers. If requested by Customer, Supplier shall obtain at Supplier’s sole cost certificates from reputable third-party sanitation and safety auditors acceptable to Customer that certify that Supplier and the facilities and locations where the Products are manufactured, produced, packaged, stored, and transported comply with Laws and that Supplier’s operations meet all requirements pursuant to the Agreement. Upon Customer’s request, Supplier must also provide a copy of the comprehensive audit report that supports the certification. In addition, in order to verify Supplier’s conformance to any of the foregoing, upon Customer’s request, at Supplier’s reasonable cost, Supplier shall promptly submit to Customer or to a third-party laboratory of Customer’s choosing in the U.S., as identified by Customer, any of the Products for testing purposes. Upon Customer’s request, Supplier shall furnish to Customer copies of all quality and inspection reports by Supplier of the Products.

8. Non-Conforming Orders. In the event that Supplier ships any product that fails to conform to the applicable Specifications or Purchase Schedule or this Agreement (including, but not limited to, with respect to quantity) or with any representation, warranty, or provision contained in this Agreement or any applicable Purchase Schedule (“Non-Conforming Products”), Supplier shall immediately replace such products with Products that conform with the foregoing at no cost to any Purchaser and shall pay any additional or incremental costs (e.g., expedited shipping costs) to expedite such replacement. Customer may also elect to replace Non-Conforming Products with products similar to the Products from any other source, in which event Supplier shall reimburse Customer for the amounts of such Non-Conforming Products paid by Customer and the difference between the negotiated price of the Products and the actual price paid by Customer to obtain the substitute products from a third party. If Supplier becomes aware that any of the intended Products may be Non-Conforming Products (including, but not limited to, by infestation, contamination, adulteration, the presence of pathogenic bacteria or viruses, or by becoming otherwise in violation of any Laws), Supplier shall immediately notify Customer via telephone, e-mail, or in other writing. Any inspection or other action by Customer shall not reduce or otherwise affect Supplier’s obligations hereunder, and Company shall have the right to conduct further inspections, including after Supplier has carried out any remedial actions.

9. Recall. In the event that Customer in good faith deems it necessary to recall or withdraw from the market any quantity of the Products (a “Necessary Recall”), Supplier agrees to diligently comply with the procedures set forth by Customer for such Necessary Recall. Supplier shall be responsible for all the costs and expenses incurred by any of the Purchasers in connection to such Necessary Recall. In the event that Supplier fails or refuses to comply with the requirements in this section, or if Customer reasonably determines that Supplier’s recall procedures are inadequate, Customer shall be able to take such action as it deems necessary as a result of such Necessary Recall and Supplier shall reimburse Purchasers for any costs and expenses incurred in connection with such Necessary Recall, including, but not limited to, any costs for the replacement of the Products, and any such action shall not relieve Supplier of its obligations hereunder. In addition, Supplier shall not contact any third parties or communicate publicly regarding any Necessary Recall or any investigations in connection to any potential Necessary Recall without the prior written consent of Customer.

10. Records and Audits. Supplier shall maintain accurate records of all matters that relate to Supplier’s obligations under this Agreement or any Purchase Schedule, in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit auditing, including, but not limited to, with respect to quality assurance and the manufacturing, production, packaging, storage, transportation, shipment, and/or sale of the Products (including, but not limited to, with respect to ingredients, packaging, labor costs, overhead allocation, and methodologies related to the foregoing). Supplier shall retain such records for a period of three (3) years from the date of final payment under the applicable Purchase Schedule to which such records relate. To the extent relevant in determining whether or not Supplier is complying with its obligations under this Agreement and any applicable Purchase Schedule, Customer and its authorized representatives shall have access to such records for inspection and audit during normal business hours and Supplier shall cooperate in providing assistance to interpret any such data. In the event that a discrepancy exists in the amounts invoiced to Customer and the amounts that should have been invoiced to Customer in excess of two and one-half percent (2.5%), Supplier shall promptly reimburse Customer for any shortfalls and all reasonable audit costs.

11. Intellectual Property. Except for any items or materials previously developed by Supplier (“Pre-Existing Materials”) or any third party materials used by Supplier that are used under license by Supplier or that are in the public domain (“Third Party Materials”), all right, title and interest now existing or that may exist in the future in and to any recipe, formula, process, document, plan, development, work product, know-how, design, processes, invention, technique, trade secret, or idea, and all intellectual property rights related thereto, that is created by Supplier, to which Supplier contributes, or which relates to Supplier’s work pursuant to this Agreement or any Purchase Schedule (collectively, the “Work Product”), including all copyrights, trademarks and other intellectual property rights (including but not limited to patent rights) relating thereto, shall be “works made for hire” under relevant U.S. laws (to the extent possible) and shall vest as the property of Customer on the date such Work Product is created, and to the extent that the Work Product does not automatically vest as the property of Customer, Supplier hereby irrevocably assigns, grants and conveys to Customer for its exclusive use and benefit the Work Product and Supplier agrees to execute, at Customer’s request and expense, all documents and other instruments necessary or desirable to confirm such ownership or an assignment of ownership. In the event that Supplier does not, for any reason, execute such documents within a reasonable time of Customer’s request, Supplier hereby irrevocably appoints Customer as Supplier’s attorney-in-fact for the purpose of executing such documents on Supplier’s behalf, which appointment is coupled with an interest. Customer hereby grants Supplier a limited, nontransferable, revocable, royalty-free license to utilize Customer’s intellectual property (including the Work Product, the “Customer Intellectual Property”) solely in connection with manufacturing, producing, packaging, transportation, and shipment of the Products. Supplier shall not place any trademarks or service marks of Customer on the packaging of Products or the Products, whether for use by Customer or any of the Purchasers, without first obtaining the prior written consent of Customer, unless otherwise expressly provided hereunder. Supplier hereby grants Customer a limited, nontransferable, revocable, royalty-free license to utilize the intellectual property of Supplier solely in connection with the Products. Customer shall not place any trademarks or service marks of Supplier on the packaging of Products or the Products without first obtaining the prior written consent of Supplier, unless otherwise expressly provided hereunder. Supplier shall not (i) use any Customer Intellectual Property

Rights other than as needed to manufacture, produce, package, store, transport, and ship and the Products as required by this Agreement, (ii) take any action that may interfere with Customer's interest in the Customer Intellectual Property, (iii) challenge any right, title, or interest of Customer's in the Customer Intellectual Property, (iv) make any claim or take any action adverse to Customer's ownership or interest in the Customer Intellectual Property, (v) register or apply for registrations, anywhere in the world, of the Customer Intellectual Property or any other intellectual property that is similar to such Customer Intellectual Property, or that incorporates the Customer Intellectual Property in whole or in confusingly similar part, (vi) use any mark, anywhere, and in any fashion, that is confusingly similar to the Customer Intellectual Property, (vii) use any of or any part of the Customer Intellectual Property on the internet, social media, or as part of any domain name except with the prior written consent of Customer, or (viii) alter, obscure, remove, or cover up any trademarks or copyrights or trademark or copyright notices related to the Customer Intellectual Property. To the extent necessary to effectuate the purposes of this Agreement or any applicable Purchase Schedule, Supplier hereby grants to Customer a perpetual, irrevocable, non-exclusive, transferable and royalty-free license to use the Pre-Existing Materials and a license or sublicense to use the Third Party Materials.

12. **Subcontractors.** In the event that Supplier uses any third party (each, a "Subcontractor") to perform any of the work or services provided under this Agreement or any Purchase Schedule, Supplier shall remain primarily obligated to perform each and every obligation of Supplier under this Agreement or any Purchase Schedule regardless of whether a Subcontractor has also agreed to perform any obligations of Supplier, and Supplier shall submit the name of the proposed Subcontractor to Customer for approval or disapproval prior to engaging such Subcontractor for any portion of the work or services and confirm that it is covered under Subcontractor's insurance policies or has obtained its own insurance in accordance with the requirements set forth herein. If Customer disapproves of any proposed Subcontractor for any reason, then Supplier shall not use such Subcontractor for any portion of the work or services.

13. **Insurance.** Supplier, on behalf of itself and any Subcontractor by, through, or under Supplier in connection to this Agreement and any Purchase Schedule, shall secure and maintain at its cost the following insurance: (i) comprehensive commercial general liability insurance, including products liability / product recall and contamination / completed operations coverage, with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, (ii) automobile liability insurance with a combined single limit of at least \$1,000,000, (iii) worker's compensation in the minimum statutory amount required in the state where Supplier manufactures or produces the Products, (iv) technology errors and omissions and cyber liability insurance with minimum limits of \$5,000,000 per occurrence and in the aggregate, (v) umbrella / excess liability insurance with a limit of at least \$10,000,000 in the aggregate, and (vi) "all risk" property insurance in an amount equal to 100% of the replacement cost of all of the Products reasonably anticipated to be ordered by Purchaser. All such insurance (i) shall be evidenced by a certificate of insurance, a copy of which shall be provided to Customer upon written request and before producing or providing any Products, (ii) shall name Customer and its affiliates and subsidiaries, including their directors, officers, subsidiaries, and employees, and any other Purchasers that purchase the Products as additional insureds with respect to coverage under all policies except for any of Supplier's workers' compensation policy in effect from time to time, (iii) shall be primary insurance and any insurance carried by Customer is excess and noncontributing with this insurance, (iv) shall include waiver of subrogation clauses or endorsements in favor of the additional insureds, (v) shall be carried with an insurance carrier with an A.M. Best rating of A- or higher, (vi) shall provide that the policy cannot be cancelled or reduced in coverages without thirty (30) days' advance notice to Customer, and (vii) shall be obtained on an occurrence basis only (claims made or modified occurrence coverages are unacceptable). Nothing herein shall be construed as either a limitation, modification, or release of Supplier's liability.

14. **Indemnification.** Supplier, on behalf of itself and its directors, officers, shareholders, employees, agents, representatives, and contractors (collectively, the "Indemnitors"), agrees to indemnify, defend, and hold harmless Customer and its directors, officers, shareholders, employees, agents, representatives, and contractors (collectively, the "Indemnitees") from and against any claims, demands, losses, liabilities, actions, damages, costs, or expenses (including, but not limited to, reasonable attorneys' fees and costs and costs for replacements of Products) arising from or incident to (i) any breach or alleged breach by an Indemnitor of any term, provision, representation, or warranty of this Agreement or any Purchase Agreement, (ii) any negligence or intentional misconduct of an Indemnitor in connection to this Agreement or any Purchase Schedule, and (iii) any injury, illness, or death caused or allegedly caused, whole or in part, by the manufacture, production, storage, shipment, transportation, labeling, or branding by an Indemnitor of any of the Products. Customer shall provide Supplier with notice of any claim that that has been or may be filed with respect to a matter covered by this section. Supplier shall be responsible for the costs of defense of the Indemnitees in connection to a claim that Supplier is obligated to defend pursuant to this section, and Customer shall have the right to approve counsel, which approval shall not be unreasonably withheld, conditioned, or delayed. The applicable Indemnitees shall have the right to participate in such defense and any related settlement discussions, and no settlement shall be binding on the applicable Indemnitee, unless approved in writing by Customer, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Customer shall not be required to admit fault or liability as part of any such settlement unless approved in writing in advance by Customer.

15. **Term.** The term shall commence on the Effective Date and terminate (along with any Purchase Schedules then in effect in the event of a termination of this Agreement) on the date that is thirty (30) days after the date that Customer provides written notice of termination of this Agreement or any applicable Purchase Schedule, for no reason or any reason, to Supplier. In the event of such termination, Customer shall be responsible for payment of any Products that Customer has ordered through the date of termination and any inventory of Products that Supplier has manufactured or produced not to exceed thirty (30) days based on the average amount of purchases made by Customer from Supplier over the past three (3) months as calculated from the date of the notice of termination. In no event shall Supplier produce any additional inventory after receiving a notice of termination without Customer's prior written consent. Notwithstanding anything to the contrary contained herein, (i) Customer shall have the right to immediately terminate this Agreement in the event of a breach of a material provision of this Agreement or an applicable Purchase Schedule that is not cured within five (5) days of written notice from Customer or immediately following three (3) or more breaches of the same nature for which Customer has provided Supplier notice following each such breach, provided that if Supplier fails to conform to sustainability or environmental claims (e.g., that the Products are biodegradable) for any of the Products, which may be sufficiently evidenced by testing conducted by Customer or as identified by Customer on the basis of a scientific report, study, article, governmental authority, or research as provided by Customer to Supplier, Customer may immediately terminate this Agreement or any Purchase Schedule upon written notice to Supplier and owe no costs which may otherwise accrue following the date of termination, (ii) Supplier shall have the right to immediately terminate this Agreement in the event that Customer has not made an undisputed payment after the passage of sixty (60) days after a notice of termination from Supplier for the same, which notice of termination shall be sent no earlier than thirty (30) days after Customer becomes delinquent for such undisputed payment, and (iii) in the event of a termination by Customer or Supplier under either of these subclauses (i) or (ii), the terminating Party shall not be required to pay any further amounts under this Agreement or any applicable Purchase Schedule beyond those owed through the termination date, subject to reduction based on the circumstances in the event of a termination under subclause (i) and shall be entitled to obtain damages that it incurs as a result of such breach of the other Party, which direct damages shall include, if applicable, the difference between the negotiated price of the Products and the actual price paid by such Purchaser to obtain the substitute products from a third party.

16. **Confidentiality.** The Parties acknowledge that the terms of this Agreement and any Purchase Schedules and any other information obtained by either Party (the "Recipient") concerning the other Party (the "Discloser") may include technical and non-technical information and labeled at the time of such disclosure as "Confidential" or bearing a similar legend, and all other information that the Parties knew, or reasonably should have known, was the confidential information of the Discloser (collectively, the "Confidential Information"), which may include, but not be limited to, (i) trade secrets, inventions, ideas, specifications, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, operational plans, product configurations, concepts, manufacturing processes, customers, employees, research developments, inventions, discoveries, developments, designs, and techniques, (ii) information regarding products, recipes, formulas, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers, (iii) information regarding the skills and compensation of Discloser's employees, contractors, and other agents, and (iv) the existence of any business discussions, negotiations, or agreements between Discloser and Recipient or any third party. The Recipient agrees that it shall (i) hold in confidence and not disclose to any third party any Confidential Information of the Discloser, except as approved in writing by the Discloser; (ii) protect such Confidential Information with at least the same degree of care that the Recipient uses to protect its own confidential information of a like nature, but in no case, less than reasonable care; (iii) use such Confidential Information for no purpose other than pursuant to the terms and purposes of this Agreement and any applicable Purchase Schedules; (iv) limit access to such Confidential Information to those of Recipient's employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein (collectively, the "Representatives"); and (v) immediately notify the

Discloser upon discovery of any loss or unauthorized disclosure of such Confidential Information. Recipient shall be responsible for any breach of this Agreement by it or by or through any of its Representatives. The Parties agree that neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party. Except as set forth herein or in any Purchase Agreement, Confidential Information shall remain the sole property of the Discloser. The Parties' obligations pursuant to this section shall not apply to any information which (i) now or hereafter enters the public domain through no breach of an obligation of confidentiality applicable to the Recipient, (ii) the Recipient independently knows free of any obligation of confidentiality at the time of receiving such information, (iii) a third party hereafter furnishes to the Recipient without restriction on disclosure and without breach of any confidentiality obligations, (iv) employees or agents of the Recipient have independently developed without using any Confidential Information or breaching this Agreement, or (v) the Discloser gives prior written permission to the Recipient to disclose. Notwithstanding anything to the contrary contained herein, the Recipient may disclose the Discloser's Confidential Information, without violating Recipient's obligations under this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that the Recipient gives the Discloser reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Discloser in obtaining, at Discloser's expense, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

17. **Electronic Access.** Supplier may be provided access to Customer's computer or electronic systems, including, but not limited to, any e-mail, intranet, extranet, voicemail or third party systems that Customer may control or access. Supplier shall be responsible for all of Supplier's actions, whether through itself or any of its employees, agents, representatives, and contractors, relating to such systems, including, but not limited to, use of log-on identification names, passwords, or other authentication methods provided by Supplier. Supplier represents and warrants that it has implemented and maintains a comprehensive written information security program that contains industry standard technical, physical and administrative safeguards to ensure the security and confidentiality of Confidential Information and protect against unauthorized access to or use thereof. Furthermore, as part of its performance under this Agreement, Supplier will comply with all reasonable access, security and/or information-systems-related policies and requirements communicated to Supplier. Furthermore, as part of its performance under this Agreement, Supplier will comply with all reasonable access, security and/or information-systems-related policies and requirements communicated to Supplier from time to time, including, but not limited to, the requirements contained on Schedule 1, which are attached hereto and made a part of this section.

18. **Vendor Code of Conduct.** Supplier hereby agrees to the terms and provisions of the Vendor Code of Conduct found at <https://cava.com/vendor-code-of-conduct>, which are hereby incorporated herein. Customer may revise such terms and provisions from time to time, in which event such revisions shall hereby be incorporated herein.

19. **Assignment.** This Agreement and any applicable Purchase Schedules entered into by Customer shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties hereto or thereto, as the case may be. Supplier, directly or indirectly, may not assign, delegate, transfer, convey, or subcontract all or any portion of its rights, duties, and obligations under this Agreement and any Purchase Schedules without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion. Supplier shall be responsible for the acts or omissions of its subcontractors and its direct or indirect parents, affiliates, or subsidiaries.

20. **Cooperation.** Supplier shall provide the contact information of an employee of Supplier that shall be available to provide assistance to Customer on a day-to-day basis as Customer may reasonably require. Upon Customer's request, Supplier shall make itself reasonably available for a review of the business between Customer and Supplier.

21. **Publicity.** Supplier shall not use Customer's name, logos, or trademarks in any advertising, sales promotion, press releases, or publicity materials (including, but not limited to, on its website or in social media) without Customer's prior written consent, which may be withheld in its sole discretion.

22. **Notices.** All notices under this Agreement or any Purchase Schedule entered into by Customer shall be in writing and deemed given (i) on the date of service if served personally on the Party hereto to whom notice is to be given, (ii) on the date after delivery to FedEx, UPS, or other generally recognized overnight courier, shipping charges prepaid, (iii) on the date after three (3) business days after depositing with the United States Postal Service by first-class mail, registered or certified, postage prepaid, or (iv) on the date of receipt by e-mail with confirmation of receipt provided (so long as such confirmation is not intentionally withheld, and if an automatic reply results, notice to another person employed by Customer actively involved with performance under this Agreement or any applicable Purchase Schedule shall be valid) to the other Party as follows. Any Party hereto may change its address information for the purpose of this section by giving the other Party written notice of its new address in the manner set forth above. Notices to Customer shall be sent to Cava Group, Inc., 702 H NW St, Washington DC 20001, Attention: Supply Chain, E-mail: foodbeverage@cava.com, with a copy to Cava Group, Inc., 702 H NW St, Washington DC 20001, Attention: Chief Legal Officer, E-mail: notices@cava.com. Notices to Supplier shall be sent to such addresses or e-mail addresses that Customer has on file for Supplier. Any Party hereto may change its address information for the purpose of this section by giving the other Party written notice of its new address in the manner set forth above.

23. **Miscellaneous.** This Agreement and any Purchase Schedule entered into by Customer shall be governed by and construed in accordance with the laws of the State of Delaware. This Agreement and any exhibits and schedules hereto and any Purchase Schedules entered into by Customer sets forth the entire agreement of the Parties with respect to the matters set forth in this Agreement, and any and all prior agreements relating to the subject matter of this Agreement, whether oral or written, are superseded by this Agreement. If any provision of this Agreement is determined to be invalid for any reason, such invalid provision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Agreement had been executed with the invalid provisions eliminated. Customer's agreement to purchase the Products is limited to the terms and conditions set forth in this Agreement and in any applicable Purchase Schedule entered into by Customer, and no additional or different term or condition in any acceptance or other documentation provided by Supplier shall apply and Customer hereby expressly rejects any such different or additional terms or conditions (e.g., terms or conditions within supplier invoices or in "clickwrap" or legal terms in an order form not expressly signed by Customer) unless expressly approved by Customer in a signed writing. No provision or term of this Agreement or any applicable Purchase Schedule may be waived, modified, or amended except in a writing signed by the Parties. The Parties agree that time is of the essence, including, but not limited to, the time of manufacturing, production, storage, transportation, and shipment. All representations, warranties, covenants and indemnities made in this Agreement shall survive the termination of this Agreement. All rights and privileges of a Party, to the extent that they are attributable to events or conditions occurring or existing on or prior to the termination of this Agreement, shall survive the termination of this Agreement and shall be enforceable by such Party and its successors and assigns. By entering into this Agreement, the Parties are each separately and independently carrying out their respective business. This Agreement does not and shall not create or constitute a partnership, joint venture or similar relationship between the Parties hereto. The Parties agree that Supplier will perform its respective obligations under this Agreement and any applicable Purchase Schedule as an independent contractor and not as an agent or employee of Customer. Personnel supplied by Supplier to perform its obligations hereunder will be deemed employees or agents of Supplier and will not for any purpose be considered employees or agents of Customer. Neither Party has any authority of any kind to bind the other Party in any respect whatsoever, nor shall either Party act or attempt to act, or represent itself, directly or by implication, as an agent of the other Party or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other Party. This Agreement shall, at all times, be read, interpreted and applied in accordance with such intention. Supplier acknowledges and agrees that each Purchaser aside from Customer who purchases any of the Products, directly or indirectly, from Supplier shall be entitled, as a third party beneficiary, to the rights and benefits of the agreements, covenants, representations, and warranties contained herein, but nothing herein contained shall prevent Supplier and Customer from jointly modifying the provisions hereof in their sole discretion. Customer shall be an intended third party beneficiary to the rights and benefits of the agreements, covenants, representations, and warranties contained in any agreement that Supplier enters into with a Purchaser in relation to the Products. As a consequence, Customer shall have the right to pursue its legal and equitable remedies for Supplier's breach or violation of any agreement with a Purchaser directly against Supplier even though Customer shall not be liable, as a principal, surety, guarantor or otherwise, with respect to such Purchaser's obligations to Supplier. The failure or refusal of a Party to insist upon strict compliance with any of the terms hereof or to terminate this Agreement or an applicable Purchase Schedule upon the occurrence of an event of default by the other Party shall not be considered to be a waiver of any such terms nor shall it affect the right of such Party to insist upon strict compliance herewith at any time thereafter nor constitute a waiver or otherwise affect the right of the Party to terminate this Agreement or an applicable Purchase Schedule as a result of a continuing or subsequent failure or refusal by the other Party to comply with

any of such obligations. No course of dealing or performance by a Party, and no failure, omission, delay or forbearance by a Party, in whole or in part, in exercising any right, power, benefit or remedy, shall constitute a waiver of such right, power, benefit or remedy. The rights or remedies set forth under this Agreement and any applicable Purchase Schedule are in addition to any other rights or remedies which may be granted at law or in equity. The headings used in this Agreement or any Purchaser Order entered into by Customer are for convenience only and shall have no effect on the interpretation of the provisions of this Agreement or such Purchase Schedule. As used in this Agreement and any Purchase Schedule entered into by Customer, "including" shall be without limitation. Each Party has participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted together by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provision of this Agreement. This Agreement may be executed in two or more counterparts (including electronic counterparts, such as portable document format (PDF) counterparts), each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

SCHEDULE 1
Standard Data Security and Privacy
Requirements

1. **“Data”** shall mean all information obtained by, or provided to Supplier or Subcontractor (as defined below), including, without limitation, all employee, or other data supplied or otherwise made available by Customer, any of its affiliates, and/or any franchisees of Customer and/or any of its affiliates or by suppliers/service providers of any of the foregoing (collectively, **“Customer Parties”**), whether through the systems made available by any Customer Party or other third party, in connection with Supplier’s performance of the Services or otherwise, including, without limitation, names, addresses, e-mail addresses, survey responses and results, research results, and personal information (including all types of information under any applicable statute using a similar term), information that is not personally identifying but that relates to an employee of any Customer Party, and other sensitive information of Customer Parties and/or employees (the disclosure of which may result in harm, embarrassment, or unfairness). All Data is deemed Confidential Information for purposes of the Agreement.

2. **Security.** Supplier will comply with Applicable Laws regarding data protection, cyber security and consumer privacy (**“Applicable Data Laws”**) and Process (as hereinafter defined) Data in a secure fashion in accordance applicable industry security standards and best practices for private consumer information and highly valuable confidential business data. Supplier has, and will comply with, a comprehensive written information security program or policy with effective physical, technical/electronic, and administrative/procedural safeguards to ensure the integrity, proper handling, protection, disposal, and privacy of Data, including the data of third parties. At Customer’s request, Supplier will provide additional commercially reasonable information about security measures, all of which may be subject to verification by Customer or an independent third party. Supplier shall encrypt all Data both in transit and at rest, unless otherwise expressly directed by Customer in writing. Supplier shall use industry standard or better efforts to prevent unauthorized access to, unauthorized acquisition of, or creation of any unauthorized copies of, any Data in any form including, without limitation, by Supplier’s employees or contractors. If Supplier has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit or other payment cardholder information, Supplier shall at all times remain in compliance with the Payment Card Industry Data Security Standard (**“PCI DSS”**) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS. **“Process”** means anything that can be done with or to Data, including collecting, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing, disseminating, transferring, blocking, erasing, or destroying such Data, regardless of whether undertaken by Supplier directly or by any direct or indirect service providers or any other third parties with whom Supplier directly or indirectly shares Data (collectively for purposes of this Schedule, **“Subcontractor(s)”**). Customer will determine the scope, purposes, and manner by which Data may be accessed or processed by Supplier. Customer shall have the right at any time to audit or have a third-party audit Supplier’s security infrastructure, policies, and practices to confirm compliance with this Agreement. Supplier shall ensure that all Subcontractors it utilizes in connection with Supplier’s provision of Services provide equivalent or better security as described in this provision and this Schedule. Any failure to comply with this paragraph shall be a material breach of this Agreement. Without limiting any of the other provisions of the Agreement, Supplier agrees that it shall be fully responsible for all acts and omissions of its Subcontractors (at all levels) which it utilizes in connection with the Services, including, without limitation, ensuring that all such Subcontractors comply with the provisions in this Schedule and Applicable Data Laws. Unless otherwise agreed to by Customer in writing, Data will be backed up on a daily basis and stored in a secure manner in a facility within Supplier’s control or reputable cloud provider facility. Supplier represents and warrants that the software and/or Services provided to Customer (including without limitation hosting services, if any) will provide sufficient security (including adequate authentication system security) to prevent system compromise, unauthorized access to, and unauthorized acquisition, loss, alteration, or destruction of, Data, and any other intrusion or interference with the privacy, confidentiality, or integrity of Data or with the proper functioning of the network resources of any Customer Party. Supplier will not allow any Data to leave the United States without the prior written consent of Customer.

3. **Security Incident.** Unless expressly prevented by law enforcement or other legal authority, Supplier will provide immediate notice (within 24 hours of discovery of such incident) to Customer in the event of any actual or suspected (i) unauthorized/accidental access to, acquisition of, or loss, alteration, or destruction of Data; (ii) compromise, intrusion, interference with, or unauthorized access to networks, systems, databases, servers, or electronic or other media on which Data is Processed or from which Data may be accessed; or (iii) any other event that could compromise the privacy, confidentiality, integrity, or availability of Data or the proper functioning of the network resources of any Customer Party or the physical, technical/electronic, and administrative/procedural safeguards put in place by Supplier (any of the foregoing, a **“Security Incident”**). Such notice will be made via live phone or video call (not voice message) to Customer’s Chief Technology Officer, VP of Cybersecurity, or General Counsel, with subsequent immediate email notification to such person. Supplier shall, at Supplier’s cost, investigate and fully cooperate with Customer with respect to the investigation of (e.g., by facilitating interviews with Supplier’s employees and others involved in the matter and making available all relevant records, logs, files, data reporting and other materials required to comply with Applicable Laws, industry standards or as otherwise reasonably required by Customer), response to (e.g., by cooperating with any third-party vendor related to computer forensics, public relations, legal counsel, credit monitoring, breach notification, or incident response and any insurer acting on behalf of or in coordination with Supplier or Customer), and remediation of (e.g., to pay necessary costs for mitigation of damages and prevent any further Security Incident) any such Security Incident, and shall share all applicable information and access (e.g., by providing Customer with physical and technical access to the facilities and operations affected) with Customer. Supplier agrees that it shall not inform any third party of any Security Incident involving Data without first obtaining Customer’s prior written consent, other than to inform its insurance broker and insurer. Supplier agrees that Customer shall have the sole right to determine whether notice of the Security Incident shall be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Customer’s discretion, and the contents of such notice, whether any type of remediation or services may be offered to affected persons, and the nature and extent of any such remediation or services. Supplier agrees to fully cooperate, at its own expense, with Customer in any litigation, regulatory action, or formal or informal investigation, where such cooperation is deemed reasonably necessary by Customer to protect its rights relating to the use, disclosure, protection and maintenance of Data.

4. **Privacy.** Customer is a **“Business”** and Supplier is a **“Service Provider”** as defined in the California Consumer Privacy Act of 2018 (as may be amended from time to time, including any regulations promulgated thereunder, the **“CCPA”**) and such Parties shall accordingly comply with the CCPA and Applicable Data Laws. Supplier shall not: (i) sell Personal Information (as defined in the CCPA) or (ii) share Personal Information (as defined in the CCPA) it collects from Customer. Supplier is only processing Personal Information for Customer for the purpose of _____ [none] _____, and Customer’s disclosure of this information is only for this limited and specific purpose. Supplier is prohibited from retaining, using, or disclosing Personal Information for any purpose other than those contained in the Agreement; retaining, using, or disclosing Personal Information outside of the direct business relationship between Customer and Supplier, or (v) combining the Personal Information received with any other personal information unless necessary to provide Services. Supplier certifies that it understands these restrictions and will comply with them and all Applicable Data Laws. Supplier also grants Customer the right to take reasonable and appropriate steps to ensure Personal Information is used pursuant to this contract and in a manner consistent under the CCPA. In the event Supplier is unable to comply with the duties under the CCPA, Supplier is required to immediately notify Customer. Supplier grants Business the right to, upon notice, take reasonable and appropriate steps to stop and remediate Supplier’s unauthorized use of Personal Information. Supplier will reasonably cooperate and assist Customer with meeting the Customer’s CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests. Supplier must notify Customer immediately if it receives any complaint, notice, or communication that directly or indirectly relates to either party’s compliance with the CCPA. Supplier will, and will ensure that its applicable Subcontractors, maintain all personal information using secure services, including without limitation a secure isolated server, and use at least industry standard encryption technology and security procedures, and shall ensure that the following systems/procedures/practices are in place for its own and its Subcontractors’ operations: (i) limitation of Personal Information to authorized persons based on need to know and least privilege bases; (ii) deployment of the most recent security updates and patches to Supplier- (and its Subcontractors’-) controlled systems and software; (iii) highly restrictive firewall rules, both inbound and outbound; all firewall

changes are tightly monitored and controlled, (iv) strict segregation of Personal Information from information of Supplier or its other customers so that Personal Information is not commingled with any other types of information; (v) retention of security logs from systems and network devices as required by Applicable Data Laws; (vi) implementation, maintenance, and testing of backup measures to permit system and data recovery in the event of a loss or damage to systems or Personal Information, and implementation of a documented Disaster Recovery Plan and Business Continuity Plan that are reviewed and tested at least annually; and (vii) provision of appropriate data privacy and information security training to Supplier's employees.

5. Miscellaneous. Failure to comply with any term in this Schedule shall constitute a material breach of the Agreement. Supplier acknowledges that a breach of this Schedule may cause Customer irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Customer is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Customer may be entitled at law or in equity. Supplier agrees that no limitation of liability provisions set forth in the Agreement shall apply to the provisions of this Schedule, including without limitation the following data security requirements applicable to the Data. In the event of a conflict between the terms of this Schedule and the terms of the Agreement and/or an SOW, the terms of this Schedule shall control.