



Date: _____

Founding Partner Spotlight Agreement

Restaurant Name: _____ Metro Area: _____

Representative: _____ Title: _____

Term: *12 Months from Official Public Launch Date*

This Founding Partner Spotlight Agreement ("Agreement") is entered into by and between Glasir Oaks LLC d/b/a PICK! ("PICK!") and the above-named restaurant ("Restaurant").

1. Purpose of Agreement

PICK! operates a digital decision-assistance platform that enables users to discover and select restaurants through a randomized spin interface with dynamic algorithmic weighting.

Restaurant elects to participate as a Founding Partner Spotlight Restaurant within the designated metro area under the terms below.

2. Term

- (a) The term of this Agreement shall be twelve (12) months beginning on the official public launch date of **PICK!** within the applicable metro ("Launch Date").
- (b) This Agreement is non-cancelable during the Term except as expressly provided herein.
- (c) Upon expiration of the initial twelve (12) month Term, this Agreement shall automatically convert to a month-to-month arrangement unless either party provides thirty (30) days written notice of termination.

Founding Partner Rate Protection:

- (d) Provided Restaurant remains in continuous good standing and without lapse in payment, Restaurant shall retain its Founding Partner rate of \$99 per month for the duration of its active participation on the platform.
- (e) If Restaurant terminates participation or allows this Agreement to lapse for any reason, reinstatement shall be subject to then-current pricing and availability.

3. Spotlight Designation

- (a) Identification as a Spotlight Restaurant
- (b) Enhanced algorithmic weighting
- (c) Eligibility for persistent inclusion...
- (d) Inclusion in pre-spin browsing views
- (e) Spotlight designation constitutes enhanced visibility status only and does not guarantee traffic, impressions, or exclusivity unless expressly stated in writing.
- (f) Participation in hunger-relief initiative

4. Algorithmic Weighting Disclosure

- (a) Spotlight status includes enhanced algorithmic weighting currently calibrated at approximately 1.5x relative frequency under standard operating conditions.
- (b) Restaurant acknowledges:
- (c) Selection frequency may vary based on user behavior, number of participating restaurants, group dynamics, Favorites configurations, and system factors.
- (d) **PICK!** does not guarantee impressions, spin frequency, reservations, orders, traffic, or revenue.
- (e) **PICK!** reserves the right to adjust algorithmic calibration to maintain system integrity, fairness, and user experience.
- (f) Algorithmic weighting constitutes exposure methodology and does not represent a fixed probability, advertising impression guarantee, or traffic commitment.



5. Fees & Payment

Restaurant agrees to pay:

- (a) \$99 per month (Founding Partner rate)
- (b) Billing shall begin on the Launch Date and continue monthly for the duration of the Term.
- (c) Failure to remit payment within fifteen (15) days of due date may result in temporary suspension of Spotlight weighting or platform visibility until payment is received.
- (d) Founding Partner pricing is fixed for the 12-month Term.
- (e) **PICK!** reserves the right to recover unpaid balances and reasonable collection costs in the event of default.

6. Restaurant Responsibilities

Restaurant agrees to:

- (a) Maintain accurate business information, including hours, pricing tier, and menu representations
- (b) Operate in lawful compliance with all applicable regulations
- (c) Maintain business operations consistent with public-facing representations
- (d) Notify **PICK!** of material operational changes (closure, ownership transfer, etc.)

7. Affiliate Integrations

- (a) Post-spin action buttons may redirect users to third-party reservation or ordering platforms.

Restaurant acknowledges:

- (b) **PICK!** is not responsible for third-party outages, fees, policies, or service outcomes.
- (c) Any agreements with third-party platforms are separate from this Agreement.

8. Mission Participation

PICK! allocates a portion of platform net proceeds toward hunger-relief initiatives.

Restaurant's participation as a Founding Partner reflects alignment with this mission.

Nothing herein grants Restaurant ownership, governance rights, or control over donation allocation decisions.

9. Limitation of Liability

To the fullest extent permitted by law:

- (a) **PICK!** shall not be liable for indirect, incidental, consequential, or lost-profit damages.
- (b) **PICK!**'s total liability under this Agreement shall not exceed the total fees paid by Restaurant during the three (3) months preceding any claim.

10. Termination

Early termination is permitted only upon:

- (a) Permanent business closure
- (b) Bankruptcy
- (c) Material breach not cured within thirty (30) days of written notice
- (d) Except as expressly permitted herein, Restaurant remains responsible for all fees due through the expiration of the Term.



11. Intellectual Property

PICK! retains all rights to:

- (a) Platform design
- (b) Algorithms
- (c) Branding
- (d) Weighting methodologies
- (e) Software systems
- (f) All usage data, analytics, performance metrics, and aggregated system data remain the exclusive property of **PICK!**.
- (g) Nothing in this Agreement transfers ownership or licensing rights beyond participation in the program.

12. Dispute Resolution

- (a) Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration conducted in Davidson County, Tennessee.
- (b) All disputes shall be brought solely in an individual capacity.
- (c) The parties waive any right to participate in any class, collective, or representative proceeding. Each party shall bear its own attorney’s fees unless otherwise required by law.
- (d) Either party may bring claims in small claims court for disputes within jurisdictional limits.

13. Governing Law

This Agreement shall be governed by the laws of the State of Tennessee.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes prior communications.

Rep Signature: _____ Title: _____

PICK! Rep Signature *A Benjamin Johnson* Title: *Founder, PICK!*