



## **WHEELYS CAFÉ**

### **Wheelys Café Membership Agreement**

### **Terms and Conditions**

THE LEGAL AGREEMENTS SET OUT BELOW ARE BETWEEN YOU (“**THE STORE OWNER**”) AND **WHEELYS CAFÉ INTERNATIONAL AB (“Wheelys”)** AND GOVERN YOUR MEMBERSHIP OF Wheelys.

The agreement is about the running of the Café Bicycle under the brand name “Wheelys’ Café”.

The purpose is to establish a set of principles about what Wheelys' represents, as well as rules about the responsibilities of each party. The agreement is kept as short as possible, as Wheelys' should not be about complex paperwork. The initial term of this agreement is 5 years.

In consideration of the foregoing and the mutual covenants and consideration below we agree as follows:

#### **RECITALS**

- A.** Wheelys' is a global chain of full service mobile cafés. Wheelys' goal is to always be 100% organic and fair trade, as well as a leader in design and coffee experience.
- B.** Regardless of any interpretations, or any claim from any party. Wheelys' own and will own the system, the brand and all graphics and other rights connected to Wheelys' Café.
- C.** The store owner is the owner of their own Café Bike, or Cafés, and desires to operate the Café as a Wheelys' Café. By doing this, the store owner may use the Wheelys' brand, under the limitations of the principles and rules below.

#### **1. THE PRINCIPLES**

The operator of one or more Wheelys' Cafés obeys to make sure that all operators of their Wheelys' Café(s) will follow the following principles:

- A.** Will not refuse service on the basis of any of the following discrimination grounds: race, religion, gender identity, sexual orientation..
- B.** To serve only 100% organic Wheelys coffee.
- C.** To work with Wheelys' towards the goal of making all food and pastries 100% organic. At minimum 60% of the food/pastries sold need to be organic.
- D.** To serve only vegetarian products.
- E.** To participate in global Wheelys' campaigns at least twice a year upon request, making efforts to help Wheelys' global spread through social media channels when you can, to aid with photos and information about the Wheelys' operated by you, and making any material you participate with, free for us to use in our marketing of Wheelys' Global.

- F.** To support the Wheelys' community – share ideas and knowledge with the other Wheelys' owners as you see fit, and help those who have a problem that you know the answer to.
- G.** To pay all subcontractors and employees a salary of at least minimum salary for the country in which the store owner operates.
- H.** To keep your Café in line with health and hygiene standards in the country in which the vendor operates.

Failure to comply with the above principles may result in a written warning. If the store owner still fails to comply with the principles after three written warnings, this will result in a withdrawal of the right to operate under the Wheelys' brand name, as well as all other rights connected to Wheelys'. If the café owner would like to appeal the written warning, they should do so to [support@wheelyscafe.com](mailto:support@wheelyscafe.com) with the subject line "Appeal"

## 2. RULES AND RESPONSIBILITIES

### Wheelys' obligations:

- It is the responsibility of Wheelys' to develop and market Wheelys' on a global level
- Wheelys' shall support the store owner with digital marketing material upon request.
- Wheelys' grant to the store owner the right and license, to establish and operate a Wheelys' Café identified by the Wheelys' Trademarks in accordance with the rules in this agreement.

### The store owner's obligations:

- The store owner may operate his Café on places that are not exclusive for other Wheelys' store owners.
- The store owner acknowledges and agrees that Wheelys' has the right to establish quality standards, new menu items and other such things, to protect the goodwill of what Wheelys' is according to the principles above. Accordingly, The store owner agrees to maintain and comply with our quality standards:

If there are a number of Wheelys' in your area, and you cannot come to an agreement on dividing the areas amongst yourselves. You can report it to Wheelys' HQ and they will offer the right to choose a designated area, from the first bike purchased. If you were the first bike in the area, and have given this location for your bike, you will get first choice of a location in the area. If you have purchased the second bike in the area you will have second choice. If you are the first person in the area, but have purchase the third bike in the area, you will get location choice 3. If you move into a new area, you need to tell Wheelys' HQ. You will automatically go to the back of the queue for choice of position in the new area. You may file a dispute at [support@wheelyscafe.com](mailto:support@wheelyscafe.com) with the subject line "Dispute".

## 3. TRADEMARK STANDARDS & REQUIREMENTS

- A.** The store owner acknowledges that all trademarks and design material are owned by Wheelys' and that the rights could be revoked, partly and fully to use these under any circumstances. The store owner also acknowledges that the store owner cannot sublicense or transfer the right to use any trademarks or other immaterial rights of Wheelys' without Wheelys' written consent.
- B.** The Trademarks are the valuable property of Wheelys'. The store owners use of the Trademarks must help Wheelys' Global. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our parent company's rights in any of the Trademarks or the goodwill associated with the Trademarks. Especially when it comes

to the principle to treat and serve everyone disregarding race, gender, background, whatever, the same.

- C.** The store owner must use the name Wheelys' Café as the trade name of the Café and the store owner may not use any other mark or words to identify the physical Café without our prior written consent.
- D.** The store owner agrees that his business must be confined to the preparation and sale of such menu items and other food and beverage products, other items for sale need approval in writing from Wheelys'. The business and equipment must not be used for any other purpose than that stated in the present agreement.
- E.** The store owner may only sell Wheelys 100% organic and fairtrade or directly traded coffee. 60% of everything else sold must be organic as well.
- F.** The store owner acknowledges and agrees that Wheelys' have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this agreement to adapt the system to changing conditions competitive circumstances, business strategies or being more fairtrade and organic. These changes will be taken up at board of directors meetings and voted on.

#### **4. FACILITY STANDARDS AND MAINTENANCE**

- A.** The store owner agrees to always keep the bicycle clean and within hygiene codes of the location.
- B.** The store owner agrees to always keep the Wheelys' stocked with coffee during the hours of operation.
- C.** The store owner hereby waives all claims against Wheelys' for damages to property or injuries to persons arising out of the operation of their Wheelys'. It is the responsibility of the store owner to fully protect, insure, indemnify and hold us and our owners, directors, officers, insurers, successors harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with the operation of your Café (regardless of cause or any concurrent or contributing fault or negligence of us or our affiliates)
- D.** Each Wheelys' bike comes with a one year full warranty.

#### **5. PARTICIPATION ON THE INTERNET OR OTHER COMMUNICATIONS**

The store owner agrees to actively promote their Café, to abide by all of Wheelys' advertising requirements and to comply with the following provisions:

- A.** The store owner must, at their expense, participate in Wheelys' websites, Facebook pages and other online communications as we may require. For instance, you must submit to us reports as well as participate in various campaigns on social media or the internet. Wheelys' undertakes to ensure that this participation will require no more than 2 hours participation in a given week.
- B.** The store owner should learn about what Wheelys' is, and on a monthly basis update himself on the latest news on Wheelys' website.
- C.** The store owner must use your best efforts to promote and advertise the Café and participate in any local marketing and promotional programs we establish from time to time.
- D.** The store owner has the responsibility to hold a "Grand opening" for a day, including free coffee for everyone. This is to be paid for by the store owner. With a minimum of 5 hours operation, there is no lower limit on the amount of coffee you give away for free, this will be at the discretion of the café owner.

## 6. SUGGESTED PRICING POLICIES

- A. Wheelys' may, at a later date, give exact pricing for your country. This pricing must be followed by the store owner.

## 7. LAW

- A. The store owner agrees to follow all local laws. For example, make sure to stand on legal spots and to follow the country's laws. The store owner needs to, by themselves, make sure that this is done correctly.

## 8. MEMBERSHIP FEES

- A. The store owner is required to pay a monthly membership fee of 99USD per bicycle.
- B. The agreement is enforceable for a minimum of one year and continues on a rolling basis thereafter. The store owner cannot terminate the contract before the 12 month period is over. If the store owner should terminate the contract after the year, they must give three months written notice to support@wheelyscafe.com. Upon being released from the contract they must unbrand the bike and will be removed from the community. This contract will roll for 5 years.
- C. The fee shall be taken from the store owners credit/debit card each month. Penalties for late payments include and automatic 15USD fee for charge back and 20USD fee, for each week it is late.

## 9. TERMS AND RENEWAL

- A. Wheelys' has the right to revoke this agreement either in part or in full after the stipulated term for this agreement (5 years, if notice is not given before 5 years).
- B. The store owner must sign the new agreement, or amendments, as long as they want to continue to operate under Wheelys' Trademark. If the store owner wishes to continue to operate under Wheelys' Trademark they must sign any new agreement or amendments
- C. Wheelys' has the right to terminate this Agreement after breaches by the store owner, after giving the store owner three written warnings. If the café owner would like to appeal the written warning, they should do so to support@wheelyscafe.com with the subject line "Appeal".