

LADDERUP PROGRAM AND GRANT APPLICATION TERMS

BY SUBMITTING A LADDERUP APPLICATION, YOU ARE AGREEING ON BEHALF OF YOURSELF AND YOUR ORGANIZATION (“ORGANIZATION”) TO THE LADDERUP PROGRAM AND GRANT APPLICATION TERMS (“TERMS”).

The LadderUp program and grant funding 2024 (“LadderUp”) is a call for applications in accordance with the Terms below (“Applications”) for possible admittance to LadderUp from Shipt, Inc. This is a request for Applications and is not a contest. The amount of grant funds, the number of grants awarded and the Organizations selected for LadderUp are at Shipt’s sole discretion. These Terms are binding on you, individually, and your Organization as applicable.

1. **Organization Eligibility Requirements.** In order for your Organization’s Application to be considered:
 - a. You must be an authorized representative of your Organization.
 - b. Your Organization must:
 - i. Have a physical store location in one (1) of the following metro areas: Birmingham, AL; Boston, MA; Minneapolis, MN; Chicago, IL; Houston, TX; Detroit, MI; Tampa, FL; Charlotte, NC; Miami, FL; and Ft. Lauderdale, FL;
 - ii. Operate in one (1) of the following retail categories: Grocery/Beverage, Floral, Health, Gifts or Beauty;
 - iii. Have been in business a minimum of two (2) years from the date of Application;
 - iv. Be a legally registered entity with an active business license in the location(s) in which you operate;
 - v. Be owned by someone who is eighteen (18) years or older; and
 - vi. Submit a fully completed Application on the official Shipt LadderUp website (“Site”) during the Application period and by the applicable Application period deadline.
2. **Application Period.** Shipt will accept Applications for LadderUp during the period set forth on the Site. When the Application period closes, if appropriately submitted, your Application will be screened for mandatory requirements and, if met, reviewed.
3. **Due Diligence.**
 - a. If your Organization is considered for LadderUp, you and your Organization may be asked to provide information to supplement your Organization's Application. Such may include information regarding senior leadership and board members, additional details about your Organization, your reasons for seeking inclusion in LadderUp, how you would plan to use the grant and other information Shipt

deems necessary to evaluate your Organization or its Application. This may include videos, interviews and other documentation.

- b. We expect the selection process will take approximately six (6) to eight (8) weeks after the Application period closes. If selected for LadderUp you will be notified. Acceptance into LadderUp and the award of any associated grants or other services is contingent upon agreeing to the LadderUp Participation Agreement and completing the requirements of LadderUp as determined solely by Shipt.
- c. All applicants shall receive an answer to their Application via e-mail to the address including therein. Shipt shall not provide or respond to arguments as to why an Application was not chosen for acceptance into LadderUp.

d. Acceptance into LadderUp is governed by the LadderUp Participation Agreement's terms and conditions. You will be required to accept and sign the LadderUp Participation Agreement inclusive of any releases or other documentation as a condition of your acceptance.

- 4. **License to Application Materials.** For the purpose of evaluating the Application, Organization hereby grants to Shipt and its affiliates, partners and representatives a nonexclusive, worldwide, royalty-free, fully paid, perpetual, irrevocable license to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, display and otherwise use all materials submitted in the Application and any additional materials provided as part of the Application review process.
- 5. **Third Party Technology.** You may be required to access and use certain third- party technology systems to submit your Application or provide supplementary materials. As such, you may be asked to agree to specific terms and conditions to access and use such technology systems, and you agree that you will be responsible for complying with any such terms and conditions provided by such third party. In addition, you acknowledge and agree that (i) Shipt is not responsible, nor does Shipt provide any representations, warranties or guarantees related to any such technology systems that you may access and use during or in connection with the Application, or for any product or services that are provided by any such third party related to or in connection with such technology systems, (ii) you will address any system issues or any other problems as it relates to their product, services or policies and procedures with the third party directly, and (iii) to the

fullest extent provided by applicable law, you acknowledge and agree that Shipt will not be liable for any actions of any third party providing any technology systems or any products or services arising from or in connection with any such technology systems.

6. Privacy.

- a. You and your Organization agree that your personal information and Organization's information provided in the Application, including name, postal address, phone number, and email address may be processed, stored, shared and otherwise used within the context of the Application review process and LadderUp administration.
- b. Shipt is committed to Diversity, Equity, and Inclusion by recognizing how every person counts. We request information regarding the race, sexual orientation, and gender identity of the organizations' owners. It will be used solely for the purposes of (a) identifying which selected applicants are BIPOC and/or LGBTQ+ owned businesses, and (b) confirming information in the aggregate for internal and external reporting and other business purposes. Providing this information, however, is completely optional. Applicants are not required to provide information regarding race, sexual orientation or gender identity and race, sexual orientation, and/or gender identity will not be specific criteria used in the review process. Applications that do not contain this information will still be considered for LadderUp. By providing information on race, sexual orientation and gender identity, you affirmatively consent to our use of that information for the purposes described herein. We will only retain this information for the duration of the application process and, for successful applicants, as set out in the LadderUp Participation Agreement. After that time, it will be deleted. Shipt does not sell this information or share it for cross-context behavioral advertising. Please be advised that you may withdraw your Consent at any time by emailing community@shipt.com.

7. Representations and Warranties.

- a. You represent and warrant that you are acting within the scope of your authority as an employee, officer or director of the Organization, that the Organization has consented to you submitting an Application on its behalf, and that you have the full right and power to enter into and perform the obligations under these Terms, including sufficient rights to grant the licences granted hereunder. You further warrant that your actions do not violate your Organization's policies and procedures.
- b. Your Organization warrants that entering into these Terms will not cause the Organization to breach any contractual obligations to a third party and that the information provided in the Application is true and accurate.

8. Miscellaneous.

- a. **Notices.** All Legal notices must be in writing and addressed to the other party's primary contact. For Shipt that is contracts@shipt.com. For you and your Organization it is the email address listed on your Application.
- b. **Assignment.** Neither party may assign any part of the Terms without the written consent of the other.

- c. **No Third Party Beneficiaries.** Unless expressly stated, these Terms do not confer any benefit on any third party.
- d. **Entire Agreement.** These Terms and the acknowledgements in the Application represent all terms and conditions agreed between the parties and cancels and replaces all other agreements between the parties relating to the subject matter as of the date that you and the Organization submit their Application. Except as expressly set out in the Terms and the acknowledgments in the Application no statement, representation or warranty shall be taken to have been made or implied in the course of any negotiations between the parties prior to the Terms. Neither party will have any right or remedy in respect to any statement, representation or warranty not expressly set out in these Terms and the acknowledgments in the Application.