

HapNex Vendor Agreement

Version 1.7 · Prepared 2026-10-06 · Framework effective on your acceptance

Company and framework status. HapNex, Inc. is a Delaware corporation. This framework agreement becomes effective for your business when its authorized representative accepts the version HapNex provides for signature, as described in 20.1. Reading a copy or receiving an invitation does not constitute acceptance or confirm a booking. Required booking arrangements and your separate booking-mode choice must be completed before bookings are enabled. Mailing address: 56 Broad St STE 91263, Boston, MA 02109, United States

Part 1. Parties and structure

1.1 Parties. This agreement is between the business whose legal name is recorded at acceptance ("you") and HapNex, Inc., a Delaware corporation ("HapNex"). A trading or listing name does not replace that legal name. The person accepting it gives their name and role and confirms they are authorized to bind that business.

1.2 Structure. This agreement sets the rules for the HapNex network. Each accepted booking is a separate contract made on these terms plus its booking details: the customer, items, scope, arrival window, completion criteria and price. Booking details also identify the approved guest count, venues, event days, coordination contact and hours, and any approved security or insurance exception. If booking details conflict with this agreement, the booking details control only for that booking's items, scope, timing, completion criteria and price, or a specific insurance exception allowed by 12.3. The booking details also record the price and billing basis used for your advance and the advance schedule under 7.2.1 and 7.2.2; this does not give booking details a general right to displace the payment and recovery protections in this agreement. An accepted reservation may remain subject to the verified payment conditions in 4.3.1. An insurance exception changes only its specifically approved insurance requirement; it never supplies booking consent or automatic-booking authority.

1.3 Roles. You provide your service to the customer. HapNex coordinates the booking, collects payment as your payment agent, and gives customers its own HapNex Guarantee.

1.4 Interpretation. "Including" means including without limitation. "Days" means calendar days, and "business days" means Monday to Friday except US federal holidays. Times are Boston local time. Headings are for convenience only. "User Agreement" means the HapNex User Agreement that customers accept. Your "price" for an item means your price before tax and tips. Percentages, refunds, cancellation compensation and recovery under this agreement are calculated on that price, and the related tax follows Part 19 and 3.3.

Part 2. Eligibility and joining

2.1 Who may join. You must be a business operating lawfully: a corporation, LLC or partnership, or a sole proprietor with a business certificate filed where the law requires one, with a taxpayer identification number. Business form, a tax form or this agreement does not alone determine worker

status. Before bookings involving an individual's labor or temporary personnel are enabled, HapNex reviews the actual service, independent business activity, control, staffing and applicable registration or employment requirements. A legally required license or employment arrangement cannot be waived by self-description or by forming an entity.

2.2 Joining. Joining is free and non-exclusive. There is no subscription, no minimum job count, and no obligation to accept work. You may serve any other customers and platforms. Accepting this framework does not itself reserve your time or enable automatic booking; your separate booking-mode choice and accepted bookings follow Part 4.

2.3 Before your first booking, you must provide the insurance required under Part 12 and Schedule A, subject only to a written exception permitted under 12.3, and the licenses and permits in Part 13.

2.4 Payments provider. Payment processing for vendors on HapNex is provided by Stripe and is governed by the Stripe Connected Account Agreement, including the Stripe Services Agreement. You separately review and accept the applicable Stripe terms in the Stripe account setup process when required; accepting this HapNex framework is not recorded as acceptance of Stripe's agreement. You will give HapNex accurate and complete information about you and your business, and you authorize HapNex to share it, and your transaction information, with Stripe for those services. Before bookings or payouts are enabled, you complete the required Stripe-hosted account setup, required Stripe acceptance and verification for the correct business. Accepting this framework alone does not create or verify a Stripe account or initiate a payment.

Part 3. Listings, prices and taxes

3.1 Your choices. You choose which services you offer, set your own price for each, and choose your service area and available times.

3.2 Accurate listings. Each listing states its inclusions, exclusions and completion criteria, any waiting-time rate, any replacement price for rented items, and any item that is non-refundable. You may mark an item non-refundable only if it is custom-made or specially ordered and the nature and commitment point are clearly disclosed before confirmation. That label does not remove a statutory cancellation, shipping-delay, non-delivery or refund right. For original works, state the deliverables and any proposed license limits before booking; Part 17.4 governs the standard customer license. You may set a maximum booking horizon and a daily HapNex booking limit per team, shared across that team's services, and exclude outdoor work, stairs-only access or late-night work between 10 PM and 6 AM in your service time zone. Missing relevant event details do not override an exclusion. Your saved hourly waiting rate, if any, is shown before booking and preserved with the accepted service terms. Updating your listing changes future eligibility; it does not rewrite accepted prices, limits or commitments.

3.3 Taxes in your price. Your listing shows your price and the taxes that apply, stated separately where the law requires. The confirmed plan and settlement statement identify the seller and the party responsible for collecting and remitting each applicable transaction tax. Tax treatment follows applicable law and the actual transaction, including marketplace-facilitator or resale rules. You provide the relevant tax registrations and exemption support and remit taxes legally assigned to you. HapNex transfers those tax amounts to you with your price. If HapNex must collect and remit a tax, it retains and remits that

amount and does not also pay it to you as tax for the same sale. Neither this allocation nor the payment-agent role overrides a legal collection, remittance or reporting duty.

3.4 Tips and service charges. Tips customers add are recorded separately and passed on in full to their lawful recipients. HapNex and you comply with every applicable restriction on retaining, pooling and distributing tips or service charges and with the applicable payment deadline. Before accepting tips for a booking, the parties establish the lawful recipients, when the amounts are received and earned, and a transfer and employee-payment arrangement that meets any earlier statutory deadline. HapNex does not hold earned tips for customer acceptance, a service dispute or ordinary payout approval. For amounts not subject to an earlier statutory deadline, HapNex transfers them to you within five business days after the event. You pay eligible staff within the time required by law, using your own funds when needed; this does not excuse a legal duty of HapNex. Tips are never reduced by refunds, discretionary deductions or recovery. Any tax withholding actually required by law is separately recorded, credited and reported under Part 19 and is not a HapNex fee. You will not describe a HapNex coordination fee as a service charge or tip for staff.

3.5 No outside charges. You will not charge a customer anything outside HapNex for a booked item.

3.6 Your content. You grant HapNex a non-exclusive, royalty-free license to use your business name, logo, photos and descriptions to list and promote your services on HapNex while you are in the network and for 30 days after you leave. You confirm you have the rights to that content.

Part 4. Calendar and bookings

4.1 Availability. Before instant bookings are enabled, you connect a supported, healthy calendar or use the free HapNex calendar and keep commitments, shared team capacity, hours, travel buffers and booking limits current. Google Calendar is recommended, not mandatory. A native HapNex calendar can support instant booking under the same separately recorded automatic authority and capacity checks. If an external calendar is connected, its unavailable or stale observations do not count as free time. Disconnecting a source does not silently switch its commitments to a new calendar; affected services remain unavailable until their schedule and authority are explicitly set up again. Telephone, message and other outside work must be entered promptly. Calendar connection is optional when signing this framework and never grants booking authority by itself.

4.2 Booking modes. Joining the network does not authorize bookings. Automatic booking is recommended, but you must expressly select the particular services and review their saved prices, areas, hours, shared capacity, booking limits and exclusions before authorizing them. HapNex records that manifest and your selected services. A changed manifest requires a new authorization before the changed services can be booked. Under active authority, HapNex may reserve a binding booking that meets those rules without further per-booking acceptance, subject to 4.3.1. The manual or paused setting keeps your network membership but excludes your services from instant plans; the current product does not offer a separate customer wait-for-quote or 24-hour acceptance route. Network membership, calendar access and an insurance exception never replace your express authority.

4.3 Calendar conflicts. A conflict caused by availability you did not keep current is your missed commitment under Part 10. A conflict caused by a HapNex system error is not your breach, and HapNex

resolves it with the customer. Entering or detecting outside work does not itself cancel an accepted HapNex booking. An overlap creates a pending conflict, removes affected capacity from new instant options and asks you to resolve it. You may preserve the HapNex booking after removing the conflicting commitment, or expressly withdraw from that booking. HapNex notifies you and its operations team and begins replacement only on an explicit withdrawal or a separately established service failure. You remain responsible for your accepted bookings while a conflict is reviewed. A pending warning, a duplicate report or a failed notification alone is not a proven vendor cancellation.

4.3.1 Reservation and payment conditions. For a card booking, HapNex confirms only after verified authorization of the disclosed total and every supplier's acceptance or reservation under explicit automatic-booking authority. Authorization is not payment collected. If the earliest service arrival is more than 72 elapsed hours after confirmation, the customer may cancel all or part of the booking before two elapsed hours have passed, with the cancelled vendor prices, corresponding coordination-fee share and related taxes returned; you receive no customer cancellation compensation for your cancelled items. A partial cancellation preserves remaining accepted items and agreed prices, with only the reduced total collected. Eligibility is fixed at confirmation, and the period ends at its recorded two-hour end time. HapNex captures after the period; you must not incur irreversible procurement, begin irreversible work or receive an advance during it. Institution-credit bookings receive the same period from verified written confirmation, with invoices cancelled or credited; later release requires verified company funding without accelerating the customer's payment date. For bookings confirmed 72 hours or less before earliest arrival, there is no two-hour period and the customer must expressly acknowledge disclosed voluntary-cancellation amounts before authorization or written confirmation. A definitively failed card authorization or collection before execution may end the conditional reservation without customer cancellation compensation after HapNex verifies any remaining authorization is voided and notifies the customer and you. This does not remove amounts lawfully earned for authorized work already delivered. Unknown or timed-out payment results preserve reservations pending reconciliation and block irreversible work and advances; they are not authority to charge again or release the suppliers.

4.4 Confirmation checks. You verify fulfillment of each already accepted reservation by the deadline in the confirmation-check request, normally 48 hours before the arrival window. This is not your initial booking acceptance and does not turn an unaccepted manual-mode request into a confirmed booking. Silence does not cancel an accepted booking. A missed response deadline creates an operations follow-up, not an automatic withdrawal. Short-notice instant bookings require a verified, consented and operational second notification channel together with operational coordination coverage. Where those checks are missing, HapNex does not offer the affected short-notice booking. These notification checks do not create a new right to accept or reject an already binding automatic reservation.

4.5 Assessment work. Work that needs an assessment is booked as an assessment only. Once you and the customer agree a quote through HapNex, that quote becomes the booked price.

4.6 Pausing. You may pause new bookings at any time. Accepted bookings remain due.

Part 5. HapNex as your payment agent

5.1 Appointment. You appoint HapNex as your limited agent to collect payment from customers for your booked services, and authorize HapNex to tell customers so. On any quote, invoice or message about a HapNex booking, you state that payment is made through HapNex as your payment agent.

5.2 Effect of payment. A customer's payment to HapNex for your service counts as payment to you and ends that customer's payment obligation to you for that amount. You will never charge a customer again for an amount the customer paid HapNex, even if HapNex has not yet paid you; you claim it from HapNex. Card authorization alone does not satisfy an obligation to pay; actual collection does. The institution's approved invoice arrangement and due date remain governed by its written confirmation. You do not demand a second payment for any amount HapNex has actually collected for you.

5.3 Holding. HapNex holds amounts collected for you only until it pays them out under this agreement.

5.4 Released bookings. If your booking is released or reassigned under Part 8 or Part 10, amounts collected for it are no longer held for you. HapNex may apply them to the replacement vendor or refund them to the customer.

Part 6. What you receive

6.1 Full price. You receive the full price you set for each booked item, plus the taxes you are responsible for and any tips, subject to the permitted adjustments in this agreement and any withholding actually required by law under Part 19. HapNex charges its own coordination fee to the customer and pays the payment-processing fees on customer payments. Legal withholding is separately credited and reported and is not a platform fee or discretionary recovery.

6.2 Statements. Each payout comes with a statement showing the booking, your price, taxes paid to you and taxes kept by HapNex, any cancellation compensation and waiting time, tips, each deduction with its reason, and the amount paid. The statement also shows the advance basis and amount transferred, amounts actually returned or reversed, the amount credited toward your final entitlement, any pending recovery and the unpaid balance. Service advances are shown separately from taxes and tips.

Part 7. Payment timing and chargebacks

7.1 Acceptance and human payment approval. A job is accepted when the customer expressly approves it, or when 48 hours have passed after the customer first opens that job's completion notice and complete evidence in the authenticated HapNex booking, and both are displayed for review, as recorded by HapNex, without a documented issue, subject to the reporting conditions and exceptions in Part 8 of the User Agreement. An event-wide problem uses the relevant event notice and evidence under that agreement; an unrelated item's earlier review does not start its period. Sending or opening an email or text, uploading evidence, or the end of the event does not itself start that period or accept the job. If the customer has not opened the complete materials by seven days after the later of the event's end and the time when HapNex has successfully sent a valid completion notice through the agreed booking channel and made all required evidence available through working customer access, HapNex refers the job for human payment review. Missing materials seven days after event end instead receive human

follow-up. HapNex completes payment review within two business days of referral, records its decision and reasons, and notifies you and the customer. It may approve payment only for completed, undisputed work supported by the records and evidence; otherwise it requests information or follows 7.3. Payment approval is separate from customer acceptance and does not shorten the customer's deadline or waive the rights preserved in the User Agreement. The original confirmed vendor price remains your payment basis except for a contractually permitted customer change, your express written agreement to an exact price change, or an established remedy under the applicable failure and cancellation provisions. HapNex does not reduce your receivable to fund its own pricing or planning error or a discretionary customer credit. Its internal adjustment or notice is not your consent.

7.2 Transfer. HapNex initiates transfer of amounts due to your verified Stripe account within five business days after customer acceptance or written human payment approval under 7.1, whichever first authorizes payment of that amount, subject to 7.3 for disputed amounts. Any advance already paid and not returned is credited once against the same item's final entitlement; HapNex transfers only the unpaid balance. The pre-event advance follows 7.2.1 to 7.2.4 and does not itself accept the work. Payouts to your bank then follow Stripe's schedule. HapNex's payment to you does not depend on when the customer pays HapNex. A later customer report within the applicable deadline, or concerning a claim preserved under the User Agreement, may be reviewed after payment. Any adjustment or recovery follows Parts 7 and 10 and their limits and procedures; it does not permit an automatic reversal or duplicate recovery, and the protections for sole proprietors in 7.6 continue to apply.

7.2.1 Supplier advance. For a booking accepted under this version, including your first real booking, HapNex schedules an advance equal to 25% of the applicable confirmed service price before tax and tips. The booking details state its advance price basis and payment schedule. For an item not billed per guest, the advance is scheduled when the item enters the less-than-fourteen-day period before its arrival window. No ordinary advance is released at the exact fourteen-day boundary while the customer may cancel that item for a full refund. For a booking confirmed inside the period, HapNex schedules the advance following confirmation and payment verification. Per-guest items follow 7.2.2. Transfer initiation to your verified Stripe account is distinct from receipt in your bank under Stripe's schedule. The applicable two-hour period in 4.3.1 must first end, and collected funds or approved institution-credit company funding must be verified. No advance or irreversible procurement is allowed during that period, even when a booking is inside the ordinary fourteen-day release window.

7.2.2 Per-guest items and quoted ranges. A per-guest advance is scheduled after the customer's permitted decrease period under User Agreement 5.2 ends, less than seven days before the event, based on the then-confirmed service price. HapNex processes any permitted decrease submitted at the exact seven-day boundary before locking the headcount and advance basis. A planning range, such as 45 to 50 guests, does not itself authorize an upper-bound count, an automatic five-person increment or a different price. A fixed price for a stated guest range requires your and the customer's express acceptance in the confirmed plan. It does not remove the customer's permitted decrease and refund rights for an item billed per guest or any mandatory legal right. The advance uses the recorded price and actual billing basis. Any later increase requires a recorded price change and a fresh advance review; it does not automatically release more money.

7.2.3 Eligibility and release checks. New vendors do not have to complete a minimum number of bookings to receive an advance, and a sole proprietor is not excluded solely because of business form.

The actual business and work must satisfy Part 2 and applicable law; the protections in 7.6 remain. Before confirming a booking, HapNex verifies and allocates the required company funding and risk capacity for its advance schedule. Before release, HapNex checks the current booking, price, required compliance, your verified Stripe account, collected funds or separately approved company funding for an institution-credit booking, company risk coverage, and written human payment authorization. Company risk coverage includes the full outstanding unearned and unrecovered advance exposure alongside other required risks, with each exposure counted once; customer refundable balances and uncollected invoices are not free reserve capital. Net service advances for this item, including a proposed transfer, cannot exceed the share of this item's service price then retainable on ordinary cancellation under 8.1. Another item's money, the coordination fee, taxes and tips do not increase that limit. Cancellations, disputes, rescheduling, price reductions and supplier release are accounted for before execution. A blocked advance is identified to you with its reason. An operational block does not erase an advance obligation already promised for a confirmed booking; HapNex resolves the block within the accepted schedule or agrees a written change with you. An authorization, capture request or unknown collection result is not verified collected funding. A timely two-hour cancellation is processed before any execution or release, including if collection is later found to have succeeded.

7.2.4 Credit and return. An advance is credited once against the amount properly due for its item, whether for completed work, cancellation or an event outside anyone's control. Only the unpaid difference remains payable. If the advance exceeds that final amount, you return only the excess under 10.4, preserving the earned value of delivered, usable partial work and the limits in Parts 7, 8 and 10. Early notice under 10.2 excuses further loss recovery, not retention of an unearned advance. Any valid rescheduling credit is carried once; a new refundable period or price reduction requires review and any resulting excess is handled under 10.4 before further exposed advances. Customer refunds do not wait for your return or a Stripe reversal. An unsuccessful reversal or unpaid invoice remains a recorded receivable and is not treated as recovered cash.

7.3 Disputed jobs. A documented customer issue holds only the disputed commercial service amount. You may respond within 2 business days of notice, and HapNex decides within 5 business days after receiving both sides. HapNex pays undisputed amounts on schedule. This procedure does not hold earned wages or tips, extend a statutory payment deadline or displace any mandatory legal remedy. A proposed excess-advance return follows the evidence, calculation and response procedure in 10.4. Only the genuinely disputed amount is held; undisputed final payments and legally protected wages or tips remain due on their applicable schedules.

7.4 Late or short work. If a customer receives a refund under the User Agreement because you arrived late or fell short of the completion criteria, that refund comes out of your price for that item. Any additional compensation HapNex pays the customer is HapNex's own cost and is not recovered from you. If an event cannot go ahead because of another vendor's failure or a HapNex error, you are paid in full for the work you completed.

7.5 Chargebacks. Subject to 7.6, if a customer chargeback results from your non-performance or misconduct, as decided under the procedure in 7.3, HapNex may recover the amount lost on that booking, up to the amount paid to you for it and less anything already refunded or recovered for the same problem, including by reversing the related transfer. HapNex bears all other chargebacks.

7.6 Sole proprietors. If you are a sole proprietor, HapNex never deducts from, or reverses, a payment for one booking to recover an amount owed on another, and does not reverse completed transfers. For the same genuine independent-business booking, the commercial amount payable reflects a permitted refund under 7.4 before payment. An amount owed under 7.5 or 10.3, or an excess advance under 7.2.4, is invoiced, or may be returned voluntarily through a lawful separately confirmed arrangement. An advance does not authorize a completed-transfer reversal or cross-booking deduction against a sole proprietor. Statutory tax withholding follows Part 19. Regardless of business form, earned wages and legally protected tips are not subject to commercial refund, loss, replacement or recovery deductions prohibited by law. An invoice does not authorize an otherwise unlawful transfer of an employer's loss to a worker.

Part 8. Cancellations, delays and reassignment

8.1 Customer cancellations. A timely full or partial cancellation during the applicable two-hour period in 4.3.1 returns the cancelled vendor prices, corresponding coordination-fee share and related taxes to the customer; you receive no cancellation compensation for your cancelled items. Remaining accepted items keep their agreed prices. The disclosed no-grace acknowledgement for bookings confirmed within 72 hours concerns voluntary cancellation only, preserving vendor-failure, force-majeure and non-waivable rights. A verified payment failure ending the conditional reservation before execution follows 4.3.1, rather than this ordinary customer-cancellation schedule. For other express voluntary customer cancellations, you receive the share of your price the customer does not get back under the following schedule, subject to any greater statutory refund right:

Customer cancels	You receive
14 days or more before the arrival window	0%
At least 7 days but less than 14 days before	50%
At least 72 hours but less than 7 days before	75%
Less than 72 hours before	100%

You also receive the price of a confirmed item validly marked non-refundable, except where applicable law requires otherwise. If an event is cancelled for an event outside anyone's reasonable control, you receive only reasonable, documented costs irreversibly committed for that item before notice of the preventing event and not recoverable by cancellation, resale or other reasonable mitigation, up to the lesser of 50% of the item's price and the share in this table. You provide the cost and mitigation evidence; no cost is counted twice. If the customer reschedules such an event within 6 months and you are available on the new date, the booked price remains unchanged and any amount already retained is credited once toward it. The elapsed-time bands are at least seven days but less than fourteen days for 50%, at least seventy-two hours but less than seven days for 75%, and less than seventy-two hours for 100%. An advance is credited once against the cancellation or permitted retained-cost amount for this item, and only the unpaid difference is transferred. Any excess is returned under 7.2.4 and 10.4.

8.2 Customer-arranged problems. If a venue, vendor or item the customer arranged prevents you from performing, you are paid as if the customer cancelled at that time.

8.3 Waiting and access. If site access is unavailable at the arrival window and you are present and ready to perform, the first 30 minutes of waiting are unpaid. Additional documented waiting before access is restored is reviewed at the hourly waiting rate disclosed and frozen with that booking. If no rate was agreed, no rate is imposed later. Record your arrival, the access problem and the time access was restored, and notify HapNex. For completed service, HapNex reviews the evidence and approves any waiting amount separately; it is not automatically charged to the customer. HapNex funds an approved amount unless the customer separately authorizes an exact additional charge. If access remains unavailable 60 minutes after the arrival window begins, you may leave after notifying HapNex and receive the applicable customer-cancellation compensation. The same loss is not paid twice as both waiting time and cancellation compensation.

8.4 Unsafe conditions. You may stop work after notifying HapNex if your staff are threatened or harassed or conditions are unsafe. If the customer or guests caused it, you are paid in full.

8.5 Requested changes. HapNex offers you a change the customer requests. A request, quote or your inability to accommodate it does not cancel the original item. The original booking remains due until the customer expressly accepts a recorded change or expressly cancels after seeing its applicable cancellation amount. HapNex records that decision and any revised price and scope. Cancellation compensation is measured from the effective customer cancellation, not from the earlier inquiry.

8.6 Reassignment. HapNex may reassign a booking to another vendor at the customer's request, or when your performance is at risk, such as an established inability to perform the accepted booking. If HapNex reassigns for a reason other than your breach, you receive compensation as if the customer had cancelled at that time. If it reassigns because of your breach, nothing is owed for that booking except payment for completed work under 10.1, and Part 10 applies. A missed acknowledgement deadline alone triggers follow-up, not a finding of breach or automatic reassignment.

Part 9. Performance and evidence

9.1 The job. You arrive within the booked arrival window and perform the booked scope to its completion criteria.

9.2 Evidence. You record arrival and completion in HapNex and provide the evidence listed in the booking, including photos of your work. Photos focus on the work and avoid identifiable guests where practicable. The limited evidence license and retention duties in Part 17 allow booking verification, dispute review, incident or insurance handling and legal obligations; they do not authorize marketing.

9.3 Day-of contact. You keep a phone reachable during the booking and coordinate the agreed arrival and completion times with the HapNex coordinator. Outcome coordination does not authorize unlawful control of a worker or transfer another party's statutory employment or safety obligations to you.

9.4 Extra work. You will not start or charge for work outside the booked scope without the customer's written approval through HapNex.

Part 10. Missed commitments and recovery

10.1 Notice. If you cannot perform a booking, tell HapNex through the booking as soon as you know. HapNex may book a replacement to protect the customer's schedule. A replaced booking is released, and no payment is due to you for it, except that if you completed part of the item before it was replaced, you are paid for the part that was delivered and usable, in proportion to the item. A shortfall already reflected in that proportion is not deducted again under 7.4; only a late-arrival refund under 7.4, if any, is deducted, once. An advance is credited once against that earned amount. You return any unearned excess under 10.4; additional loss recovery, if any, remains separate and within 10.3, without double recovery or an added fixed penalty.

10.2 Early notice. If you give at least 72 hours' notice before the arrival window, you owe nothing further. This removes further loss recovery under 10.3; it does not let you retain an unearned excess advance under 7.2.4. Early notice still counts toward the reliability review in 10.5 when the cancellation is attributable to you. Reliability consequences are separate from financial recovery; this sentence does not create an additional early-cancellation charge.

10.3 Late notice or no-show. If you give less than 72 hours' notice, do not arrive, or miss the completion criteria so that a replacement is needed, you reimburse HapNex's reasonable, documented cost of the replacement above your booked price, up to your booked price for that item. If no replacement is available in time and your failure means the event cannot go ahead under the User Agreement, you instead reimburse HapNex's documented losses from that event, up to your booked price. Those losses are HapNex's documented net cash loss from that event: what it refunded to the customer, plus what it paid or owes to vendors that performed, less the customer funds applied to those payments, any amounts HapNex saved, and anything already deducted, refunded or recovered for the same failure, including through a chargeback. Each dollar is counted once, and the additional compensation HapNex pays the customer is excluded. HapNex selects any replacement reasonably and keeps a record of the replacement options it contacted and their prices.

10.4 Procedure. For loss recovery or an excess-advance return, HapNex sends you the evidence and its calculation, separately identifying the advance, earned or retainable amount, prior credits and returns, and any additional loss recovery, and you have 5 business days to contest them. HapNex then decides, taking your response into account. After that decision:

- if you are a corporation, LLC or partnership, HapNex may deduct an established permitted amount from commercial sums it holds or will hold for you, or reverse the related Stripe transfer to return an established excess advance, subject to this agreement, the transfer's unreversed balance, Stripe's requirements and written human authorization;
- if you are a sole proprietor, HapNex does not deduct and instead invoices you;
- any unpaid balance is due within 30 days of HapNex's invoice.

A proposed reversal or offset is not executed while the relevant amount remains contested under this procedure. No reversal or deduction reaches legally protected wages or tips, returns more than the permitted amount, or recovers the same dollar twice. HapNex records the actual outcome; a failed recovery does not delay the customer's refund or count as cash received. This agreement does not authorize debiting your bank account. Section 7.6 continues to require an invoice or a lawful voluntary return for a sole proprietor and forbids completed-transfer reversals and cross-booking deductions.

10.5 Network consequences. Two distinct, substantiated vendor-attributable cancellations or no-shows occurring after this version has become effective for you in a rolling 90-day period, including cancellations more than 72 hours before service, pause new automatic bookings pending HapNex review. All affected services for the same vendor and customer order count as one incident; duplicate notices, unresolved conflict warnings and unanswered messages are not additional incidents. Events attributable to a customer, HapNex or circumstances covered by Part 11 are excluded. You may provide evidence and request correction. An authorized HapNex reviewer records the decision and basis before restoring automatic booking. A later qualifying incident requires renewed review. Existing accepted bookings remain due. After a third qualifying incident within 180 days, or a substantiated no-show without notice, HapNex may end participation following Part 20.

10.6 No other penalties. HapNex charges no fixed fines. Compensation HapNex pays customers beyond replacement cost is HapNex's own cost and is not recovered from you, except refunds that come out of your price under 7.4.

10.7 HapNex errors. A failure caused by a HapNex error is not your breach. HapNex bears its own estimation, planning and goodwill-credit costs rather than deducting them from your confirmed price. A permitted customer reduction of a per-guest item made at least seven days before the event follows User Agreement 5.2 and the agreed minimum quantity. Later reductions, reductions after work starts and other discretionary changes do not reduce your receivable without your express written agreement or an applicable contractual remedy. Any such agreement identifies the service, original and revised quantities, amounts and currency; an automated notice is insufficient. Waiting-time amounts follow 8.3 and are not hidden price deductions.

Part 11. Events outside anyone's control

11.1 Neither party is liable for a failure caused by severe weather, a government order, a utility outage, a public emergency or a similar event outside its reasonable control. Your own staffing, vehicle or equipment problems are not events outside your control.

11.2 The affected party notifies the other as soon as possible and takes reasonable steps to limit the effect. Payment for a cancelled event follows 8.1. If such an event stops a booking after you have started, you are paid in full for work completed and in proportion for work partly completed. An advance is credited once toward the amount properly payable under these rules; any excess is returned under 7.2.4 and 10.4. Documented-cost, mitigation, 50%-of-price and ordinary cancellation limits under 8.1 remain unchanged, and the customer's refund does not await recovery.

Part 12. Responsibility, indemnity and insurance

12.1 Responsibility. You are responsible for injury, illness and property damage caused by your work, products, food, equipment, vehicles, staff or subcontractors, and for losses caused by your violation of a law or regulation, gross negligence, fraud or intentional misconduct. The limit in Part 10 does not apply to those responsibilities. Ordinary contractual economic losses from late arrival, short or incomplete work, cancellation, no-show, replacement or failure of booked services are governed only by Parts 7 and 10, including their applicable limits, exclusions and procedures. Those losses may not be recovered

again, or outside those limits, under this Part 12. Obligations under Part 17 and rights that cannot lawfully be limited remain unaffected.

12.2 Defense and indemnity. You defend, indemnify and hold harmless HapNex, its officers and employees, and the customer against reasonable third-party claims and attorneys' fees to the extent caused by a responsibility assigned to you in 12.1. You do not bear HapNex's, the customer's or another party's independent share of negligence or misconduct. HapNex promptly provides the claim and relevant information, lets you or your insurer control a reasonable defense with appropriately qualified counsel, and cooperates. Late notice reduces the obligation only to the extent it materially prejudices the defense. No settlement may admit fault for, bind, or impose a non-monetary obligation on a protected party without its written consent, which must not be unreasonably withheld. HapNex may participate with its own counsel at its own cost; a material conflict requiring separate counsel permits only reasonable, necessary costs for claims within your indemnity. This section does not authorize deductions from wages or tips or recovery excluded by Parts 7 and 10.

12.3 Insurance. You keep the insurance in Schedule A with insurers authorized to do business in Massachusetts. Your required general liability policy names HapNex, Inc. as additional insured for work booked through HapNex, and the customer when the booking requires it. Required insurance is primary and non-contributory to HapNex's insurance for claims arising from your work. For a low-risk booking only, an authorized officer of HapNex, Inc. may approve in writing lower limits, single-event coverage, or waiver of a specific non-statutory requirement. The approval identifies the vendor, service, booking dates, precise exception and reason, and appears in the booking details. It is not a general waiver for future work. No exception overrides the law, a campus or venue requirement, or required coverage for higher-risk work, including alcohol service, security, passenger transportation or activities with significant physical risk. Your responsibility under 12.1 remains unchanged. An insurance exception changes only the identified proof, coverage or limit requirement. It never approves a booking mode, substitutes for your explicit booking consent, authorizes automatic booking or modifies a price, scope or customer right.

12.4 Proof of insurance. Before your first booking, you upload proof of every policy and endorsement required by Schedule A or a written exception under 12.3. Any additional-insured requirement is proved by the endorsement, not merely a certificate. You notify HapNex within 5 business days of any cancellation, non-renewal or reduction. New bookings pause automatically when a required policy lapses. If a lapse is not cured 72 hours before an accepted booking's arrival window, HapNex reassigns that booking under 8.6 as your breach.

Part 13. Licenses, food, alcohol and equipment

13.1 Licenses. You hold and keep current every license and permit required for your actual work and location, including food, alcohol, trade and transport requirements, and provide the evidence needed before confirmation. The parties identify the approvals triggered by the actual venue, lawful occupancy, public or private nature, food or alcohol service, entertainment, temporary structures, power, transport and other regulated work. Your statement that a license is unnecessary does not waive a legal requirement. If you provide a venue, give proof of lawful use and capacity, applicable permissions and conditions, and any campus or venue restrictions on outside suppliers. Lawful occupancy counts

everyone the applicable rule requires, not only customer guests. Each party remains responsible for its own statutory duties.

13.2 Food. You comply with food-safety and allergen laws, required permits, notices and training, and the dietary needs you expressly confirm you can safely meet. You identify applicable allergens as the law requires, including information required without a customer request. A late allergy notice receives prompt review with HapNex; you do not knowingly supply an unsafe item merely because a planning deadline passed. Explain relevant cross-contact limitations and never claim an allergen-free environment without a sound basis for that claim.

13.3 Alcohol. You serve alcohol only if you are licensed and carry the liquor liability insurance in Schedule A. You check identification, do not serve anyone under 21 or anyone visibly intoxicated, may stop service at any time, and never serve customer-supplied alcohol. You follow every limit attached to your license, including limits on private events, service hours and advance notice.

13.4 Equipment. Your equipment and rented items are in safe condition and installed according to the manufacturer's instructions and the venue's rules. You are responsible for setup and removal.

13.5 Security. Under the current HapNex service scope, security is contracted and arranged directly by the customer or venue with a lawfully qualified provider and is not a service booked, sold or furnished by HapNex. You comply with the approved external arrangement and do not treat your other booked scope as permission to furnish security personnel. Venue approval and all required security licenses, permits and insurance must be established for that work. Any future HapNex security offering requires separate legal review and an expressly published, supported service scope before it may be confirmed.

Part 14. Your staff and subcontractors

14.1 You choose, train, supervise and pay your staff and meet your applicable wage, tax, workers' compensation, leave, work-authorization and safety duties. Earned wages are due under law regardless of customer payment, acceptance, refund or commercial dispute. These allocations do not remove HapNex's or a worksite operator's independent obligations, including any joint-employer or temporary-worker obligations created by the actual relationship. Where temporary personnel are supplied, the parties establish the lawful employment and agency roles, required registration, worker notices and worksite safety responsibilities before confirmation.

14.2 You screen your staff only for a lawful, appropriate purpose and follow any applicable disclosure, consent, identity-verification, access, correction and adverse-action procedure, including consumer-report and criminal-record requirements where triggered. HapNex follows those requirements for any screening it independently initiates. A blanket agreement consent does not replace a legally required screening procedure. Your staff are not impaired on duty and identify themselves as your staff.

14.3 You may use subcontractors after notifying HapNex. They must meet the same insurance, license and conduct requirements, and you remain responsible for their work.

Part 15. Conduct and incidents

15.1 Standards. You and your staff follow the conduct standards in Schedule B.

15.2 Incidents. If anyone is hurt or at risk, call 911 first. Report any injury, illness, property damage, misconduct allegation or police involvement to HapNex within 2 hours, preserve evidence, and notify your insurer promptly.

15.3 Public statements. You may not claim to speak for HapNex or make statements on its behalf without HapNex's written authorization. You must protect private customer information and confidential booking information under Part 17. This section does not restrict truthful accounts of your own experience, truthful reviews, lawful complaints, good-faith reports to authorities or insurers, communications with legal advisers, testimony, or other lawful steps to protect your rights. No approval from HapNex is required for those communications. This does not permit unlawful disclosure of another person's private information.

15.4 Suspension. HapNex may suspend or remove you immediately for a serious breach of the conduct standards, a safety risk, fraud, or a lapse in required insurance.

Part 16. Customer relationships

16.1 No diversion. You will not ask a customer to cancel a HapNex booking or move it off HapNex, or accept payment outside HapNex for a booked item.

16.2 Independent work. If a customer later contacts you on their own for separate work, you may work with them directly. The HapNex Guarantee does not apply to that work.

16.3 No marketing. You will not use customer contact details obtained through HapNex to market to them.

16.4 Reviews. Customers may review you, and you may respond professionally. You will not post, buy or arrange fake reviews, or offer anything in exchange for a review.

Part 17. Confidentiality, data and intellectual property

17.1 Customer information. You use customer names, addresses, access codes, contact details, designated dietary and accessibility needs and event photos only to perform the booking and for the limited evidence purposes below. You restrict access to authorized people who need it, apply safeguards suited to the data and applicable law, and ensure approved subcontractors follow the same limits. Do not place personal health details or unrelated customer contacts in general AI-model requests or calendar entries. Delete ordinary booking contact, access and designated dietary or accessibility records within 90 days after the booking ends. Keep only records legally required or reasonably necessary for an identified open claim or incident, document the purpose and scope, restrict use, review the hold and delete the retained information when its basis ends. Necessary work evidence may be retained within the periods in the Privacy Policy, with unnecessary sensitive fields removed where practicable. Authorized marketing content requires the customer's written consent and each identifiable guest's written consent. You assist HapNex with lawful access, correction and deletion requests and provide enough information to verify compliance. Independent legal duties and any required institution-specific data agreement still apply.

17.2 Security incidents. You notify HapNex within 24 hours of any loss of, or unauthorized access to, customer information. This does not replace any notice you must give under law.

17.3 HapNex information. You keep non-public information about HapNex's platform and terms confidential.

17.4 Intellectual property. HapNex owns its platform; you retain your existing materials and the copyright in works you create unless a separately signed written assignment expressly transfers it. For completed photography, video, design or print deliverables included in a confirmed booking, you grant the customer, upon the payment or approved invoice arrangement agreed for that booking, a perpetual, worldwide, non-exclusive, royalty-free license to copy, display, publish and use the delivered work for the event and the customer's personal or organizational purposes, including its website, social media, presentations and promotion. The customer may make reasonable crops, formatting changes and edits, and may give a service provider the work to exercise those licensed uses for it. This does not allow resale as stock content, an unrelated commercial licensing business, unlawful use or a false endorsement. Raw/source files and a copyright assignment are included only if the confirmed plan says so. Any different license or required credit must be clearly stated and accepted in the confirmed plan before booking. You identify third-party materials and obtain rights sufficient for the agreed uses; limits must be disclosed before confirmation. Music public-performance rights, recording and live-stream rights are separately identified where relevant; a venue license is not presumed to cover every use. You grant HapNex a non-exclusive license to receive, reproduce, securely retain and share necessary completion and incident evidence with the customer, relevant service providers, insurers, advisers or authorities only for booking verification, claims and legal duties, within the Privacy Policy's retention limits and a documented necessary hold. That evidence license survives departure from the network for those purposes and does not authorize marketing. The customer license does not waive identifiable persons' privacy or publicity rights. The separate listing license in 3.6 remains limited to its stated purpose.

Part 18. Independent business

18.1 You operate your own independent business in your own name. You set your prices and working methods, supply your own tools, choose your staff, and may serve anyone else. HapNex's requirements concern booking outcomes (arrival windows, scope, evidence, safety and conduct) and do not control how you perform your work.

18.2 The parties intend a genuine independent-business relationship, with no partnership or joint venture and only the limited payment agency from you to HapNex in Part 5. Actual conduct and applicable law determine employment and agency status. No label, business form, tax reporting treatment or clause in this agreement waives mandatory worker rights, removes lawful employer or worksite responsibilities, or makes earned wages conditional on customer acceptance. A service requiring an employment or registered staffing arrangement must use that lawful arrangement before it is enabled.

Part 19. Taxes

You are responsible for taxes on your income and the transaction taxes legally assigned to you under 3.3. HapNex identifies the legally responsible information-return filer and applicable reporting

arrangements in your account. Tax forms may include Form 1099-K, Form 1099-NEC, Form 1099-MISC or a state equivalent, depending on the payment and applicable law; federal and state thresholds may differ. Provide a completed Form W-9 or other applicable tax documentation through the designated secure process and promptly correct inaccurate information. Stripe onboarding alone does not determine the right form or satisfy a filing duty. The parties maintain records sufficient for the legally reportable gross amounts and necessary adjustments and cooperate with lawful corrections. Required tax-form electronic delivery uses any separately required consent. Withholding actually required by law is separately credited and reported, is not a HapNex fee or discretionary deduction, and does not excuse unlawful withholding of wages or tips. No contractual tax allocation overrides a legal collection, remittance, withholding or filing duty.

Part 20. Term and leaving

20.1 This agreement starts when your authorized representative expressly accepts this version through the HapNex signing interface or signs the copy HapNex provides for execution, and continues until either party ends it. Electronic acceptance uses the recorded acceptance time. A manually signed copy uses the date stated with the signature, subject to any later effective date both parties expressly agree in writing. A review acknowledgement is not acceptance, and neither acceptance method by itself confirms a booking.

20.2 You may leave at any time through your account. HapNex may end your participation with 14 days' notice, or immediately under 10.5 or 15.4.

20.3 Accepted bookings remain due after either party gives notice, unless the customer agrees otherwise or HapNex reassigns them. Notice of leaving given at least 72 hours before an accepted booking's arrival window counts as early notice under 10.2 for that booking.

20.4 Parts 7.4 to 7.6, 10.3, 10.4, 12, 15.3, 17, 19, 21, 22 and 23 survive the end of this agreement, for amounts and claims arising before it ended.

Part 21. Liability limits

21.1 Neither party is liable to the other for lost profits or for indirect, consequential or special damages. Amounts owed under Part 10 are direct damages and are limited only as Part 10 states.

21.2 HapNex's total liability to you under this agreement is limited to the amounts it owes you under this agreement plus \$1,000.

21.3 The limits in 21.1 and 21.2 do not apply to your obligations under Parts 12 and 17, to payment obligations, to gross negligence, fraud or intentional misconduct, or where the law does not allow them, including willful or knowing violations of Massachusetts General Laws Chapter 93A.

Part 22. Disputes and governing law

22.1 Raise any dispute through your account or at team@hapnex.ai. Both parties will try in good faith for 30 days to resolve it. This does not prevent either party from seeking urgent court relief, filing a

complaint with a government agency, sending a notice the law requires, or acting to avoid missing a legal deadline.

22.2 After that, either party may bring a claim in small claims court or in the state or federal courts located in Massachusetts, and both parties consent to the jurisdiction of those courts.

22.3 Massachusetts law governs this agreement, without regard to its conflict-of-laws rules.

Part 23. Changes and general terms

23.1 Changes. HapNex gives you at least 14 calendar days' material-change notice identifying the proposed version and changes, and asks for your express acceptance before a future booking uses them. A material revision does not apply to you before that notice period ends and you accept it. Publication, a review acknowledgement, silence, continued calendar use or an existing framework signature does not accept a new material version. Accepted bookings and their recorded signatures retain their agreed versions and rights. New vendors may accept the version expressly presented for their first framework signature; this does not automatically migrate existing vendors. If you do not accept a change, you may leave under Part 20, with existing booking obligations preserved.

23.2 Entire agreement. This agreement, its schedules and each booking's details are the whole agreement between the parties and replace earlier statements on the same subject. Your own terms and conditions do not apply to HapNex bookings unless they appear in your listing and the booking details.

23.3 Severability and waiver. If a court finds part of this agreement unenforceable, the rest stays in effect and that part is enforced to the extent allowed. Not enforcing a term at one time does not waive it.

23.4 Transfer. You may not transfer this agreement without HapNex's written consent. HapNex may transfer it to a successor in a merger or sale of its business, with notice to you.

23.5 Notices. HapNex sends notices to the email address in your account. You send notices to team@hapnex.ai or to the mailing address listed at hapnex.ai/legal.

23.6 Agreement copies and electronic delivery. If you accept electronically, you agree to sign and receive this agreement and notices electronically. HapNex emails you a notice with links to downloadable PDF copies of the fixed version you accept. For manual signing, HapNex provides the signed copy and the referenced Terms of Use and Privacy Policy by the agreed delivery channel and records delivery. Signing, copy delivery and a booking-mode activation are separate records.

23.6.1 Access and required disclosures. HapNex keeps the accepted version available in a form you can retain. Contact team@hapnex.ai for a paper copy, delivery-address update or withdrawal of consent to future electronic delivery where permitted. HapNex supplies any separate technical, access, paper-option or consent disclosures required by law for a particular record. Tax-form electronic delivery remains subject to the separate requirements in Part 19.

23.6.2 Acceptance record. HapNex records the accepted versions and document identifiers, acceptance time or manual signature date, business legal name, representative name and role, authority

confirmation, and the electronic acceptance or signed copy. Available technical information, including an IP address for an electronic session, may be retained with that record. HapNex preserves the accepted text and delivery record; a later revision does not overwrite a prior acceptance.

23.7 Third parties. Customers may enforce Part 12 for claims against them. No one else is a third-party beneficiary of this agreement.

23.8 Language. If this agreement is translated, the English version controls.

Schedule A. Insurance requirements

Who	Insurance	Minimum limits
Every vendor providing food, or bringing staff, equipment or items to an event	Commercial general liability, including products and completed operations, naming HapNex, Inc. as additional insured	\$1,000,000 per occurrence, \$2,000,000 aggregate
Vendors that serve or sell alcohol	Liquor liability	\$1,000,000 per occurrence
Vendors using vehicles for ordinary business travel or deliveries, excluding paid passenger service	Commercial auto or a business-use endorsement covering the actual job	\$500,000 combined single limit
Vendors providing paid passenger transportation	Auto coverage expressly covering for-hire passenger service, plus required carrier authorizations	At least the applicable federal, state, municipal and venue minimums for the actual vehicle, capacity and route
Vendors with employees	Workers' compensation	As Massachusetts law requires

Venue owners and operators carry commercial general liability covering their premises at the same limits, naming HapNex, Inc. as additional insured. Vendors that only ship non-food goods without setup are encouraged, but not required, to carry general liability insurance.

Written low-risk exceptions are permitted only under 12.3 and apply only to the requirements and booking they expressly identify. Statutory, campus and venue requirements and higher-risk coverage remain mandatory.

Schedule B. Conduct standards

- Treat customers, guests, venue staff and other vendors with respect. No harassment, discrimination, threats or violence.
- No alcohol or drug use on duty, and no impairment.
- Follow venue rules, safety instructions and the law.
- No smoking or vaping except where the venue allows it and away from guests.
- No photos or video of guests except completion photos under 9.2 or a photography or video service the customer booked, and no posting or marketing use of event content without the customer's written consent and the written consent of any guest who can be identified in it.
- No requests for tips or for payment beyond the booking.
- No refusal or difference in service based on a characteristic protected by law.
- Stay out of areas not needed for the job, respect guests' privacy and property, and report any damage you cause immediately.
- Remove your materials and leave your work area clean.

Acceptance

☐ I agree to the HapNex Vendor Agreement, Version 1.7, and the HapNex Terms of Use, Version 1.7. I have been provided the HapNex Privacy Policy, Version 1.7. The applicable Stripe Connected Account Agreement is separately reviewed and accepted through Stripe onboarding when required; this acceptance does not record acceptance of Stripe's agreement.

☐ I am authorized to bind the business legally named below. I understand that this acceptance establishes the framework only; any booking mode must be selected and activated separately and accepted bookings carry the obligations in this agreement.

Business legal name: _____

Trading or listing name, if different: _____

Authorized representative name: _____

Representative title or capacity: _____

Business email for notices and the agreement copy: _____

Signature or recorded electronic acceptance: _____

Acceptance date and time, including time zone: _____

HapNex acceptance reference, completed by HapNex: _____