

**DINE DIRECT LLC
COMMUNITY REWARD POINTS PLAN**

1. PURPOSE OF THE PLAN

The purpose of the Dine Direct LLC Community Reward Points Plan is to enable broad financial inclusion in the Dine.Direct community. We believe that giving community members a financial stake in our shared success will help our community grow faster and keep it strong. Community Reward Points encourage long-term thinking and actions that line up nicely with creating lasting value.

2. DEFINITIONS

- (a) **“Acquisition”** means (i) any consolidation or merger of Dine Direct with or into any other corporation or other entity or person in which the Members prior to such consolidation or merger to own less than fifty percent (50%) of Dine Direct’s equity immediately after such consolidation or merger, excluding any consolidation or merger effected exclusively to change the domicile of Dine Direct or to convert Dine Direct to a C-Corporation, whereupon the Points and this Plan are assumed by the successor entity; or (ii) a sale of all or substantially all of the assets of Dine Direct in a complete liquidation or dissolution of Dine Direct in a transaction not covered by the exceptions to clause (i) above.
- (b) **“Award Agreement”** an agreement entered into between Dine Direct and the Participant evidencing the terms of awarding Points as the same may be amended from time to time.
- (c) **“Base Price”** means such amount as determined by the Committee, but will not be less than 10% of the Fair Market Value of a Common Unit of Dine Direct LLC on the Grant Date.
- (d) **“Board”** means the Board of Directors of Dine Direct, as it may be constituted from time to time.
- (e) **“Board Member”** means a member of the Board.
- (f) **“C-Corporation”** means a corporation subject to taxation under Chapter C of the Code.
- (g) **“Cause”** shall mean a termination by Dine Direct of the Community Member’s relationship with Dine Direct due to (i) the commission by the Community Member of an act of fraud against Dine Direct or the broader Dine.Direct community thereof or embezzlement, (ii) a breach of one or more of the following duties to Dine Direct: (A) the duty not to engage in self-dealing with respect to Dine Direct’s assets, properties or business opportunities, except as approved in writing by the Board, (B) the duty of honesty or (C) any other fiduciary duty which the Community Member owes to Dine Direct.
- (h) **“CEO”** means the Chief Executive Office of Dine Direct.
- (i) **“Code”** means the Internal Revenue Code of 1986, as amended.

- (j) **“Committee”** means the Compensation Committee of the Board if such a group exists. If the group does not exist, then the committee shall refer to the full Board.
- (k) **“Common Unit”** means one common unit of Dine Direct LLC.
- (l) **“Company”** means Dine Direct LLC, a Nevada limited liability company and any successor thereto.
- (m) **“Community Member”** means people or companies associated with the Dine Direct community and/or mission.
- (n) **“Community Reward Point”** means a tracking unit issued pursuant to the Plan entitling the Participant to the positive difference, if any, between the Fair Market Value of the Point and of the Base Price of the Point as defined in the Award Agreement.
- (o) **“Dine Direct”** means Dine Direct LLC, a Nevada limited liability company and any successor thereto.
- (p) **“Redemption Date”** means the date prior to the Expiration Date on which the Participant elects to redeem their Points.
- (q) **“Expiration Date”** means the date on which a Point (or award of points) ultimately becomes unexercisable either by reason of the lapse of time or otherwise.
- (r) **“Fair Market Value”** shall be the fair market value of any Community Reward Point as established by the Committee pursuant to section 7. Fair market value of Community Reward Points will typically be set to 1/10th of the fair market value of a Common Unit.
- (s) **“Grant Date”** means the date which is designated by the Committee, the CEO, or the CEOs designee as the Grant Date of a Point as set forth in the relevant Award Agreement.
- (t) **“Participant”** means a Community Member, who has received Community Reward Points which have not been redeemed, cancelled or forfeited and which has not expired.
- (u) **“Plan”** means the Dine Direct LLC Community Reward Points Plan, as amended from time to time.
- (v) **“Point”** and **“Points”** means Community Reward Point(s) issued pursuant to the Plan. Point or Points may be interchanged and in no case should the plural of the word have any weight in Plan interpretation.
- (w) **“Preferred Unit”** means a preferred unit of Dine Direct LLC.

3. ADMINISTRATION OF THE PLAN

The Plan will be administered by the Committee. Except as limited by the express provisions of the Plan or by resolutions adopted by the Board, the Committee will have the authority and discretion to interpret the Plan, to establish and revise rules and regulations relating to the Plan, and to make any other determinations that it believes necessary or advisable for the administration of the Plan. Decisions and determinations by the Committee

will be final and binding on all persons and entities. The Committee will also have the authority to exercise such powers and perform such acts with respect to the Plan and the Points as the Committee deems necessary or desirable to promote the best interests of Dine Direct which are not in conflict with the provisions of the Plan. Notwithstanding anything to the contrary contained in the Plan, the Board will also have all power and authority to perform any act granted to the Committee pursuant to the Plan. The Board has the power to make any changes to the plan it deems beneficial for Dine Direct. Should the Board make changes to the plan these changes will be communicated after adoption by posting a new version of the Plan on the Dine Direct public website.

4. POINTS

- (a) Grant of Awards. The Committee, or the CEO, or the designee of the CEO may, in their sole discretion, at any time and from time-to-time grant Points to any Community Member. Each grant of Points will be evidenced by an Award Agreement containing such terms and conditions, not inconsistent with the Plan, as the Committee approves from time to time.
- (b) Vesting. Each Point shall vest and becomes exercisable by the Participant at such times and under such conditions as determined by the Committee or CEO and set forth in the Award Agreement. If the Participant does not redeem the vested portion of their Points by their Expiration Date, the Points shall terminate.
- (c) Community Exit for Cause. Unless otherwise specifically provided in a Participant's Award Agreement, a Participant's Points shall terminate automatically if the Participant ceases to be a Community Member for Cause. Exit from the community for cause shall cause all Points (including any vested but un-redeemed Points) to be immediately forfeited and terminated.
- (d) Redemption. A Participant who is an active Community Member of Dine Direct may redeem Points on any date on or after they have vested, but on or before the Expiration Date. If a Participant's relationship with Dine Direct as a Community Member has ended the Participant (or his or her permitted successor) may redeem the vested portion of the Points within such period of time as set forth in the Award Agreement, but in no event later than the Expiration Date. In the absence of a specified time in the Award Agreement, vested Points that are not otherwise forfeited shall remain exercisable until ten (10) years from the original grant date.
- (e) Termination of Un-redeemed Points. Any Point not redeemed within the applicable period as described in 4(d) will be forfeited and terminate. Notwithstanding anything herein to the contrary, no Point may be redeemed before it is vested.
- (f) Term. The term of each Point will be ten (10) years from Grant Date, unless otherwise specified by the Committee in the Award Agreement. The Committee may, from time to time, extend the Expiration Date of any Point upon such terms and conditions, as the Committee will determine.
- (g) No Ordering. Points may be redeemed in any order, regardless of the Grant Date or the existence of any other outstanding Point.
- (h) Whole or Partial Redemption. Points must be redeemed in groups of ten (10).

- (i) Beneficiaries. In the event of the death of a Participant, the person or persons to whom any Point is transferred by will or the laws of descent and distribution will have the right (prior to the Expiration Date) to redeem such Point in whole or in part.
- (j) Committee Discretion. Notwithstanding the foregoing, the Committee may, if it believes circumstances warrant such action, authorize the redemption of a Point that would otherwise have terminated.

5. MANNER OF REDEMPTION

- (a) Notice of Redemption. To the extent a Point is vested and exercisable as provided in Section 4, a Participant (or if applicable his or her permitted successor), may redeem the value all or any part of their Points by delivery of a redemption notice in the form and manner as set forth in the Award Agreement.
- (b) Identification of Participant. From time-to-time Dine Direct may choose to identify the identity of Participant. In this case, participant will be identified by a code sent to their email address on file. Whoever controls this email account will have the power to redeem the Points and initiate any payout. If access to the email account is lost, then the Points will not be redeemable and expire. Dine Direct LLC is not a bank and does not have sophisticated methods of Participant identification. It is vital for Participant to register a valid email address and keep it secure during their participation in the program.
- (c) Settlement of Points. Upon redemption of Points the Participant (or if applicable his or her permitted successor) will receive an amount, less any administrative and transfer fees, required withholding or other taxes, equal to the product of (i) the difference between the Fair Market Value of a Point on the Redemption Date and the Base Price stipulated in the Award Agreement; and (ii) the number of Points properly redeemed.

Payment by the Company may be made, at the discretion of the Company in any combination of cash, by cancellation of all or a portion of any outstanding indebtedness of the Participant to the Company, in installments, plus interest or by the issuance of Preferred Units.

- (d) Administrative and Transfer Fees. To process a redemption of Points, Dine Direct will deduct an administrative fee of not more than \$20USD. Dine Direct will also deduct all third-party money transfer fees necessary to send redemption proceeds to the Participant.

6. DILUTION AND OTHER ADJUSTMENTS

- (a) In the event that the Committee determines that any dividend or other distribution (whether in the form of cash, additional Units or other property), any capital contributions to Dine Direct, recapitalization, reclassification, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of Dine Direct, or exchange of Units or other securities of Dine Direct, issuance of warrants or other rights to purchase Units or other securities of Dine Direct, or other similar corporate transaction or event, in the Committee's sole discretion, affects Dine Direct common units such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any Points,

then the Committee has a right to, in such manner as it may deem equitable, adjust any or all of:

- a. the kind of units (or other securities or property) the fair market value of a Point is based on;
 - b. the number and kind of Points;
 - c. the Base Price with respect to any Point.
- (b) In event of any transaction or event described in Section 6(a), the Committee, in its sole discretion, and on such terms and conditions as it deems appropriate, either by the terms of the Award Agreement or by action taken prior to the occurrence of such transaction or event and either automatically or upon the Participant's request, is hereby authorized to take any one or more of the following actions whenever the Committee determines that such action is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any Points granted under the Plan or to facilitate such transaction or event:
- a. to provide for the purchase of any Points for an amount of cash and/or promissory notes equal to the amount that the redemption of such Point would have yielded on the relevant date;
 - b. to provide that such Point shall be fully vested and exercisable, notwithstanding anything to the contrary in the Plan or the provisions of such Point;
 - c. to provide that such Points be assumed by the successor or survivor entity, or a parent or subsidiary thereof, or shall be substituted for by similar rights or awards covering the equity securities of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of equity and base prices; and/or
 - d. to make adjustments in the number and type of outstanding Points, and/or in the terms and conditions of (including the grant or base price), and the criteria included in, outstanding Points or which may be granted in the future.
- (c) The Committee may, in its discretion, include such further provisions and limitations in any Award Agreement or certificate, as it may deem equitable and in the best interests of Dine Direct.
- (d) If Dine Direct undergoes an Acquisition, then any surviving corporation or entity or acquiring corporation or entity, or affiliate of such corporation or entity, may assume any Points outstanding under the Plan or may substitute similar awards for those outstanding under the Plan. In the event any surviving corporation or entity or acquiring corporation or entity in an Acquisition does not assume such Points or does not substitute similar awards for those outstanding under the Plan, then with respect to (i) Points held by Participants whose status as a Community Member has not terminated prior to such event, the vesting of such Points (and, if applicable, the time during which such awards may be redeemed) shall be accelerated and made fully exercisable and all restrictions thereon shall lapse at least ten (10) days prior to the closing of the Acquisition (and the Points terminated if not redeemed prior to the closing of such Acquisition), and (ii) any other Points outstanding under the Plan, such Points shall be terminated if not redeemed prior to the closing of the Acquisition.

7. FAIR MARKET VALUE DETERMINATION

- (a) The Fair Market Value of the Community Reward Point will be adjusted from time to time by the Committee at the will and schedule of the Committee or by the Committee at the request of the CEO.
- (b) The committee has absolute authority to determine the Fair Market Value and may use whatever method, or process the Committee desires to establish this value, whether only through internal deliberations or through the engagement of outside advisors.

8. MISCELLANEOUS PROVISIONS

- (a) Assignment and Transfer. Points may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and Points may be redeemed or otherwise realized, during the lifetime of the Participant, only by the Participant or by his or her guardian or legal representative.
- (b) No Right to Points or Employment. No Community Member or other person will have any claim or right to be granted a Point. Neither the Plan nor any action taken hereunder will be construed as giving any Community Member or Participant any right to be retained in the employ of Dine Direct.
- (c) Taxes. Dine Direct will have the right to deduct from payment of a Point any taxes required by law to be withheld from a Community Member with respect to such payment.
- (d) Securities Law. Each Point will be subject to the condition that such Point may not be redeemed if the Committee determines that the redemption of such Point may violate the securities laws or any other law or requirement of any governmental authority. Dine Direct will not be deemed by any reason of the granting of any Points to have any obligation to register the Points or the Common Units or other equity securities underlying such Points under the securities laws or to maintain in effect any registration of such Points or equity securities which may be made at any time under the securities laws.
- (e) Severability. Whenever possible, each provision in the Plan and in every Award Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Plan or any Point made thereunder will be held to be prohibited by or invalid under applicable law, then (i) such provision will be deemed amended to, and to have contained from the outset such language will be necessary to, accomplish the objectives of the provision as originally written to the fullest extent permitted by law and (ii) all other provisions of the Plan will remain in full force and effect.
- (f) No Strict Construction. No rule of strict construction will be applied against Dine Direct, the Committee or any other person in the interpretation of any of the terms of the Plan, any Point or any rule or procedure established by the Committee.
- (g) Rights as a Member. A Participant will not have any voting or other rights as a member (or other equity holder) of Dine Direct by reason of a grant of a Point or settlement of a Point.
- (h) Binding Arbitration. The Participant agrees that all disputes arising out of or related to the negotiation, existence, performance, breach or termination of this Agreement shall be finally determined by arbitration under the then Commercial Arbitration Rules of the American Arbitration Association. The exclusive places of arbitration shall be Reno, Nevada. Such arbitration may be initiated by the Participant giving written notice to the Company. The decision of the arbitrator shall be rendered in writing with all

reasonable speed and shall be final and binding upon the Parties and shall not be subject to appeal. Judgment on any award may be entered in any court having jurisdiction over the person or property of the party against whom the award is entered.

- (i) Governing Law. The Plan will be governed by and construed in accordance with the laws of the State of Nevada.

9. AMENDMENT AND TERMINATION

The Committee may at any time amend, suspend or terminate the Plan; provided that no such action will adversely affect any Points theretofore granted or change the vesting applicable to a Point in a manner adverse to a Participant, except in accordance with Section 6.