IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN SECTION 11. BY JOINING THE PROGRAM, YOU AGREE TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND WAIVE YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTION PROCEEDINGS, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Loyalty Program Terms and Conditions

Last updated: May 1, 2026

1. Introduction

1.1. The Loyalty Program (the "Program") is operated by the Business, as defined in Appendix A ("we", "us", "our", or the "Company").

1.2. These Terms and Conditions govern the Program and the relationship between the Company and Program members.

1.3. By registering for the Program, you agree to these Terms and Conditions and are bound by them, as may be amended from time to time.

1.4. You also consent to our collection, use, and disclosure of your personal information in accordance with our Privacy Notice, available at the link specified in Appendix A, which is incorporated herein by reference. You also acknowledge that we may disclose your personal information to our supplier Tabit Technologies, Inc. ("Tabit") and you consent to Tabit processing your personal information in accordance with its privacy notice (https://legal.tabit.cloud/us-documents/online-documents/us-online-privacy/) ("Tabit Privacy Notice").

1.5. Membership in the Program is intended for private individuals only and for personal use. It is not intended for businesses, corporations, institutions, or similar entities.

1.6. The Company may engage third parties to provide the Program and/or related services, who will act on behalf of the Company.

2. Membership Eligibility and Registration

2.1. Membership is available to individuals who are 18 years of age or older.

2.2. To become a member, you must complete the registration process, which may include providing personal information such as your name, contact details, and date of birth.

2.3. You are responsible for maintaining the accuracy of your membership details. Please inform us of any changes to your contact information.

2.4. Subject to applicable law, we reserve the right to refuse membership to any person at our discretion.

2.5. The responsibility for providing accurate information on the registration form, including contact details, and for updating the Company regarding any changes to these details, lies solely with the customer. The customer shall have no claim against the Company, including in cases of non-delivery of communications, updates, notifications, or benefits due to errors in providing details or failure to update said details.

2.6. Only one membership account in the Program is allowed per individual. The creation of multiple accounts by the same individual is not permitted. If we identify duplicate accounts, we reserve the right to merge or terminate the duplicate account(s) at our discretion, and any Points associated with duplicate accounts may be forfeited. In the event of a merge, the Company will determine in its sole discretion which account and associated points balance is retained.

3. Earning Points

3.1. Members earn Points on eligible purchases made at the Business's locations. The earning rate is set out in Appendix B. Accumulation is subject to a daily transaction limit and a maximum point balance, as specified in Appendix B. Purchases in excluded categories, as listed in Appendix B, do not earn Points.

3.2. The following are excluded from earning Points in all cases, regardless of any other terms: (a) delivery fees, service fees, and gratuities; (b) gift card purchases; (c) any item or order that has been discounted for any reason, whether through a loyalty program benefit, a promotional offer, or any discount applied at the point of sale.

3.3. To earn Points, you must identify yourself as a member at the time of purchase by providing your phone number or sharing your Member QR code with a Local Yocal BBQ Grill server. Points cannot be credited retroactively — once a transaction is closed, it is complete and no points will be added for that transaction.

3.4. Points are earned exclusively on purchases made directly through the Business's own ordering channels. Purchases made through third-party delivery or ordering platforms are not eligible to earn Points, regardless of whether the Business's products are available on such platforms.

3.5. Points earned on a purchase will be available for use in the Points Store starting from the next purchase following the purchase on which they were credited.

3.6. We reserve the right to adjust the earning rate, eligible purchases, accumulation limits, and other aspects of the Points system at any time with 30 days' prior notice to members.

3.7. In case of any transaction cancellation, the Points earned for that transaction will be automatically cancelled. For the avoidance of doubt, no rights will accrue to the member as a result of paying cancellation fees.

3.8. Refunds and Claimed Rewards. If a purchase on which Points were earned is subsequently refunded or cancelled, the Points earned on that purchase will be cancelled in accordance with clause 3.7. If a reward claimed from the Points Store was fulfilled as part of an order that is subsequently refunded or cancelled, reinstatement of that reward is not automatic. To request reinstatement, you must contact us using the details in Appendix A and provide both the original transaction receipt and the refund receipt. Approved reinstatement requests will be processed at our discretion. The Company will have no obligation to reinstate a claimed reward in the absence of the required documentation.

4. Redeeming Points

4.1. Each reward available in the Points Store has a points cost as displayed in your customer profile on the Business's website. The points cost of any reward may be updated by the Business from time to time.

4.2. To claim a reward, log in to your customer profile on the Business's website, browse the Points Store, and select the reward you wish to claim. Points will be deducted from your balance at the moment of claim.

4.3. To redeem a claimed reward, present it at the point of sale at the Business's location at the time of your visit. You must identify yourself as a member by providing your phone number or your Member QR code.

4.4. Claimed rewards are subject to product availability at the Business's location at the time of your visit. The Business does not guarantee the availability of any specific reward at any specific location or time.

4.5. Claimed rewards are redeemable for the specific item listed in the Points Store. No substitutions, modifications, or upgrades to the claimed item are included unless otherwise stated. Any additions or modifications requested at the point of sale may be subject to an additional charge.

4.6. A claimed reward can only be used once and cannot be combined with other offers, discounts, or promotions unless otherwise stated.

4.7. The number of Points Store rewards that may be redeemed in a single order is limited as specified in Appendix B.

4.8. To redeem a Points Store reward, your order must meet the minimum eligible order value specified in Appendix B. Delivery fees, service fees, gratuities, and any other charges not directly attributable to the purchase of menu items are excluded from the calculation of eligible order value.

4.9. Redemptions cannot be reversed once processed. Points deducted at the time of claim will not be reinstated except as provided in clause 3.8.

4.10. Points have no cash value and cannot be exchanged for cash or transferred to other members.

5. Expiry and Cancellation of Points

5.1. Points will expire after the period specified in Appendix B from the date of issue if not used to claim a reward.

5.2. Claimed rewards will expire after the period specified in Appendix B from the date of claim if not presented at the point of sale. Upon expiry of a claimed reward, both the reward and the Points used to claim it are forfeited and will not be reinstated.

5.3. Enforcement and Abuse.

(a) We reserve the right to investigate any membership activity that we reasonably suspect involves fraud, abuse, misuse of the Program, or violation of these Terms and Conditions.

(b) If, following such investigation, we determine that a member has engaged in fraudulent or abusive activity, we reserve the right to: (i) suspend or terminate the membership without notice; (ii) cancel, reverse, or forfeit any Points earned or rewards claimed in connection with such activity, including points already credited to the account; and (iii) take any other action we deem appropriate in our reasonable discretion. Reinstatement of a suspended or terminated membership is at our sole discretion.

(c) We will not be liable to any member for any loss or damage arising from enforcement actions taken in good faith under this clause, including actions taken based on a reasonable but ultimately incorrect suspicion of fraud or abuse, or the cancellation or forfeiture of Points.

5.4. Inactive Accounts. An account is considered inactive if no purchases, redemptions, or other account activity have been recorded for a period of 24 consecutive months. We reserve the right to close inactive accounts and void any remaining Points balance without further notice to the member. Prior to closing an inactive account, we will make reasonable efforts to notify the member using the contact details on file.

6. Additional Benefits

6.1. The purchase of Company products as part of benefits and/or promotions given to members shall be made only through payment in cash or credit card. No other means of payment will be accepted, including coupons, vouchers, compensations, credit points, gift cards, discount cards, and the like.

6.2. The redemption of benefits is subject to the availability of products in the branch inventory where the customer wishes to redeem the benefit.

6.3. Each benefit can be redeemed only once, unless otherwise stated.

6.4. The Program may offer additional benefits to members, including time-based or milestone rewards. Details of any such benefits, if offered, are available on the Business's website or as communicated to members from time to time.

6.5. Any additional benefits are offered at the sole discretion of the Company and do not constitute a commitment to provide such benefits on an ongoing basis. The Company reserves the right to modify, suspend, or discontinue any additional benefit at any time.

7. Communications

7.1. By joining the Program, you consent to receive communications from us regarding your account and Program offers. The collection, use, and processing of your personal information, as well as your rights regarding marketing communications, are governed by our Privacy Notice, available at the link specified in Appendix A.

7.2. Please note that even if you opt out of marketing communications, we may still contact you with important information related to your account or these Terms and Conditions.

8. Modifications to the Program

8.1. We reserve the right to make changes to the Program, including modifications to these Terms and Conditions, the way Points are earned, redeemed, or expire, and any other aspect of the Program.

8.2. Minor or operational changes — including adjustments to excluded purchase categories, daily transaction limits, point balance caps, and contact or administrative details — may be made at any time and will take effect upon posting to the Business's website or notification through the Program.

8.3. Material changes that may adversely affect members' ability to earn or redeem Points will be communicated with at least 30 days' notice via email and/or prominent notices on our website and in our locations. This will allow you to cancel your membership within that notice period if you do not wish to accept the relevant change.

8.4. Your continued participation in the Program after changes are made constitutes your acceptance of those changes. If you do not agree with the changes, you may cancel your membership in the Program.

8.5. We may suspend or terminate individual memberships without notice in cases of suspected fraud, abuse of the Program, or violation of these Terms and Conditions.

9. Limitation of Liability

9.1. We will use commercially reasonable efforts to deliver the Program to you in accordance with these Terms and Conditions. However, you acknowledge and agree that we will not be liable to you for any failure to comply with these Terms and Conditions that is beyond our reasonable control.

9.2. Subject to clause 9.4, our liability to you will in all cases be limited to an amount equal to the points balance on your account at the time the event giving rise to liability occurred, calculated at the earning rate specified in Appendix B.

9.3. Subject to clause 9.4, and with the exception of us honoring any Points or rewards that you may be entitled to, in no circumstances will we be liable to you for any indirect or consequential loss (this includes loss of revenue or profits, loss of opportunity, and any other commercial or economic loss of any kind).

9.4. Nothing in this clause 9 limits or excludes any of your rights and remedies which we are not lawfully permitted to so limit or exclude.

10. Governing Law

10.1. These Terms and Conditions are governed by the laws of the state specified in Appendix A, and any disputes will be subject to the exclusive jurisdiction of the courts specified in Appendix A.

11. Dispute Resolution

11.1. Informal Resolution. Before initiating any formal proceeding, you agree to contact us using the details in Appendix A and give us 30 days to resolve the dispute informally. Most disputes can be resolved this way.

11.2. Binding Arbitration. If the dispute is not resolved informally, you and the Company agree that it will be resolved exclusively through final and binding individual arbitration, administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, except as modified by these Terms and Conditions. The arbitration will take place in the state specified in Appendix A, or by telephone or videoconference if mutually agreed. The allocation of arbitration fees and costs will be governed by the AAA Consumer Arbitration Rules, which generally require the Company to bear the filing and administrative fees for consumer claims. Either party may also elect to bring an individual claim in a small claims court of competent jurisdiction, provided the claim qualifies under that court's rules.

11.3. Class Action Waiver. You and the Company each agree that any dispute resolution proceeding will be conducted only on an individual basis and not as a class, consolidated, or representative action. Neither you nor the Company may join or consolidate claims with

those of any other person. This waiver is an essential part of this agreement — if it is found unenforceable, the entire arbitration clause shall be void.

11.4. Jury Trial Waiver. To the extent permitted by applicable law, you and the Company each waive any right to a jury trial in connection with any dispute arising under these Terms and Conditions.

11.5. Exceptions. Nothing in this section prevents either party from seeking emergency injunctive or other equitable relief from a court of competent jurisdiction where necessary to prevent irreparable harm pending arbitration.

12. Program Termination

12.1. The Company reserves the right to suspend, modify, or terminate the Program at any time, for any reason or no reason, at its sole discretion.

12.2. In the event of full Program termination, the Company will provide members with at least 60 days' written notice, during which members may use any outstanding Points to claim rewards and redeem claimed rewards in accordance with these Terms and Conditions.

12.3. Upon expiry of the notice period, any unused Points and unclaimed rewards will be automatically forfeited and will have no cash or other value. The Company will have no further obligation to members in respect of forfeited points or rewards.

12.4. Beyond honoring the notice period set out in clause 12.2, the Company will not be liable to any member for any loss, damage, or claim arising from the suspension, modification, or termination of the Program.

By participating in the Program, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

Appendix A – Business Configuration

Business Legal Name: Local Yocal BBQ Grill

Operating Name / Brand: Local Yocal BBQ Grill

Principal Business Address: 350 E. Louisiana Street, McKinney, TX 75069

Privacy Notice URL: https://localyocalbbqandgrill.com/wp-content/uploads/2026/05/Privacy-Notice.pdf

Governing State: Texas

Court Jurisdiction: The state and federal courts located in Collin County, Texas

Contact Email: media@localyocal.com

Appendix B – Points Terms

This Appendix sets out the specific parameters that apply to the earning, redemption, and expiry of Points under the Program.

1. Members earn Points at a rate of 100% of the total eligible spend per transaction (for example, a rate of 100% means that every $1.00 of eligible spend earns 1 Point).

2. Points are not earned on purchases in the following excluded categories: Augustus events and tips/gratuities.

3. A member's Points balance may not exceed 100,000 points at any time.

4. Points may only be earned on 2 transaction(s) per member per day.

5. Points that are not used to claim a reward will expire 12 months from the date on which they were issued.

6. A claimed reward that is not presented at the point of sale will expire 6 months from the date of claim. Upon expiry, both the reward and the Points used to claim it are forfeited and will not be reinstated.

7. A member may redeem a maximum of 1 Points Store reward in a single order.

8. To redeem a Points Store reward, the member's order does not need to meet a minimum eligible order value. For this purpose, eligible order value excludes delivery fees, service fees, gratuities, and any other charges that are not directly attributable to the purchase of menu items.

9. Points used to claim a reward cannot be reinstated based on returning or exchanging the reward item.