
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 23, 2021

WAITR HOLDINGS INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37788
(Commission File Number)

26-3828008
(IRS Employer
Identification No.)

214 Jefferson Street, Suite 200
Lafayette, Louisiana
(Address of Principal Executive Offices)

70501
(Zip Code)

Registrant's Telephone Number, Including Area Code: (337) 534-6881

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Par Value \$0.0001 Per Share	WTRH	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Board of Directors

On April 23, 2021, Mr. Jonathan Green was nominated to stand for re-election to the Board of Directors of Waitr Holdings Inc. (the “*Company*”) at the Company’s 2021 Annual Meeting of Shareholders scheduled for June 15, 2021 (the “*Annual Meeting*”). With their agreement and due to their increased external business and personal commitments, Tilman J. Fertitta and Christopher Meaux, two of the Company’s existing Class III directors, were not nominated to stand for re-election at the Annual Meeting. The decision to not nominate Messrs. Fertitta and Meaux was not as a result of any disagreements between either Mr. Fertitta or Mr. Meaux with respect to the Company’s operations, policies or practices, and both will continue to serve as directors through the date of the Annual Meeting.

Carl A. Grimstad

On April 23, 2021, the Company amended and restated the employment agreement, dated January 3, 2020, to which it and its Chief Executive Officer, Carl A. Grimstad are parties, as described herein (the “*Amended Grimstad Employment Agreement*”). The term of the Amended Grimstad Employment Agreement, previously expiring on January 3, 2022, now expires on January 3, 2025 (the “*Term*”), unless earlier terminated by either party.

The Amended Grimstad Employment Agreement provides for an award of 3,500,000 RSUs (the “*Grimstad 2021 RSUs*”), issued under the Company’s Amended and Restated 2018 Omnibus Incentive Plan (the “*Incentive Plan*”), pursuant to a restricted stock unit award agreement between the Company and Mr. Grimstad dated April 23, 2021. Upon vesting, Mr. Grimstad will be issued a share of Common Stock for each RSU. The Grimstad 2021 RSUs will vest in three equal installments on the first, second and third anniversaries of January 3, 2022, subject to Mr. Grimstad’s continued employment through the applicable vesting date, and shall fully vest upon the consummation of a change of control, subject to Mr. Grimstad’s continued employment through the closing of such change of control, or upon the termination of the Amended Grimstad Employment Agreement by Mr. Grimstad for good reason or by the Company for other than misconduct (referred to below as a “*qualifying termination*”).

The Amended Grimstad Employment Agreement also provides that, upon the closing of a change of control or a qualifying termination, Mr. Grimstad will be entitled to payment of his base salary through the balance of the Term (and removes the 18 month maximum that was included in the prior employment agreement), as well as any unpaid bonuses and accelerated vesting of any unvested equity compensation.

The Amended Grimstad Agreement also amends the performance bonus agreement dated as of April 23, 2020 (“*Performance Bonus Agreement*”), previously entered into by the parties, which (among other conditions) provides for Mr. Grimstad to be paid a \$5 million bonus in the event that Mr. Grimstad is employed at the time of a change of control, in which holders of Company common stock receive per share consideration that is equal to or greater than \$2.00. Under the Performance Bonus Agreement prior to its amendment, Mr. Grimstad would also be entitled to this bonus if his employment terminated in a qualifying termination prior to a change of control, as long as the change of control occurred by January 3, 2022. Under the amended Performance Bonus Agreement (as set forth in the Amended Grimstad Employment Agreement), Mr. Grimstad would be entitled to this bonus if the change of control occurs following a qualifying termination and prior to the expiration of the Term.

The foregoing description of the terms of the Amended Grimstad Employment Agreement is qualified in its entirety by reference to the full text of the Amended Grimstad Employment Agreement, which is attached hereto as Exhibit 10.1.

Also on April 23, 2021, the Board authorized the payment of a \$1.0 million discretionary cash bonus to Mr. Grimstad.

Leo Bogdanov

On April 23, 2021, the Company entered into an employment agreement with Leo Bogdanov (the “*Bogdanov Employment Agreement*”), pursuant to which Mr. Bogdanov will continue to serve as the Chief Financial Officer and Chief Accounting Officer of the Company. The Bogdanov Employment Agreement provides for an increase in Mr. Bogdanov’s annual base salary to \$220,000. Additionally, the Bogdanov Employment Agreement provides for an award under the Incentive Plan of 85,000 RSUs (the “*Bogdanov 2021 Award*”). The Bogdanov 2021 Award will vest in three equal installments on the first, second and third anniversaries of the grant date, subject to Mr. Bogdanov’s continued employment through the applicable vesting date, and will vest in full upon a change of control, subject to Mr. Bogdanov’s continued employment through the closing of such change of control.

The foregoing description of the terms of the Bogdanov Employment Agreement is qualified in its entirety by reference to

the full text of the Bogdanov Employment Agreement, which is attached hereto as Exhibit 10.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Amended and Restated Employment Agreement, dated April 23, 2021, by and between Waitr Holdings Inc. and Carl A. Grimstad
10.2	Executive Employment Agreement, dated April 23, 2021, by and between Waitr Holdings Inc. and Leo Bogdanov
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

WAITR HOLDINGS INC.

Date: April 29, 2021

By: /s/ Thomas C. Pritchard

Name: Thomas C. Pritchard

Title: General Counsel

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement (this "Agreement") is entered into on April 23, 2021, by and among Waitr Holdings Inc., a Delaware corporation (the "Company"), and Carl A. Grimstad ("Executive") and amends and restates the employment agreement dated January 3, 2020 ("Effective Date").

WHEREAS, the Company and Executive desire to extend the employment term of Executive for three years and to provide additional consideration to Executive pursuant to this Agreement and to amend and restate Executive's prior employment agreement pursuant to the terms of this Agreement; and

WHEREAS, the Company and Executive desire to enter into this Agreement to reflect the terms of such employment, including the rights and obligations of each party hereto.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term of Employment. Subject to the provisions for earlier termination provided in Section 7 hereof, the term of this Agreement shall commence on the Effective Date and shall continue until January 3, 2025 (the "Term").

2. Executive's Duties. During the Term, Executive shall serve as the Chief Executive Officer of the Company, reporting to the Board of Directors of the Company (the "Board"). In such position, Executive shall have such duties, authority, and responsibilities as shall be determined from time to time by the Board, consistent with his position (the "Services"). During the Term, Executive shall devote substantially all of his business time and attention to the performance of Executive's duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Board of Directors. Notwithstanding the foregoing, Executive will be permitted to (a) act or serve as a director, trustee, committee member, or principal of any type of business, civic, or charitable organization and (b) manage, purchase and/or own investments in any public or private corporation; provided that, the activities described in clauses (a) and (b) do not (i) result in any breach of Executive's obligations under Section 5, (ii) interfere with the performance of Executive's duties and responsibilities to the Company as provided hereunder, or (iii) conflict or compete in any way with the business of the Company or any of its subsidiaries or affiliates.

3. Compensation.

(a) Base Salary. For services rendered by Executive under this Agreement, the Company shall pay to Executive a monthly base salary of \$83,333 per month, subject to applicable

withholding taxes, payable in accordance with the Company's customary payroll practices as in effect from time to time (the "Monthly Compensation").

(b) Bonus. In addition to the Monthly Compensation, if Executive performs the Services through January 3, 2022, the Company shall pay to Executive a bonus of \$3,000,000 payable prior to January 31, 2022 (the "Bonus"); provided, however, that in the event of termination by Executive for Good Reason (as defined herein) or termination by the Company other than for Misconduct (as defined herein) on or prior to January 3, 2022, the Bonus shall be paid within 15 days of the Date of Termination (as defined in Section 7(f) herein).

(c) Acceleration of Compensation Upon Corporate Change. Upon the closing of a Corporate Change (as defined below) prior to the end of the Term, the Company shall pay Executive (i) the Monthly Compensation through the Term plus (ii) the Bonus (if not previously paid). For purposes of this Agreement, a "Corporate Change" shall occur if:

(i) the Company (A) shall not be the surviving entity in any merger or consolidation (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Company) other than a merger or consolidation (1) that results in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the combined voting power of the voting securities of the Company (or such surviving entity or, if the Company or the entity surviving such merger is then a subsidiary, the ultimate parent thereof) outstanding immediately after such merger or consolidation, and (2) immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the Board of the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger is then a subsidiary, the ultimate parent thereof, or (B) is to be dissolved and liquidated, and, as a result of or in connection with such transaction, the persons who were directors of the Company before such transaction shall cease to constitute a majority of the Board;

(ii) any person or entity, including a "group" as contemplated by Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, acquires or gains ownership or control (including, without limitation, power to vote) of 50% or more of the outstanding shares of the Company's voting stock (based upon voting power), excluding any person, entity or group who acquires or gains such ownership or control directly from the Company; or

(iii) the Company sells all or substantially all of the assets of the Company to any other person or entity (other than a wholly-owned subsidiary of the Company) in a transaction that requires shareholder approval pursuant to applicable corporate law, other than a sale by the Company of all or substantially all of the assets of the Company to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned directly or indirectly by stockholders of the Company following the completion of such transaction in substantially the same proportions as their ownership of the Company immediately prior to such sale.

(d) Prior Equity Grants. The Company issued to Executive a stock option award dated January 3, 2020 ("Option") and a restricted stock unit award agreement, dated April

23, 2020 (“RSU”), which Option and RSU are in full force and effect and are enforceable in accordance with their terms. In each of the Option and RSU, references to the defined term “Employment Agreement” shall mean reference to this amended and restated employment agreement between the Company and Executive dated April 23, 2021.

(e) Performance Bonus Agreement. The Company issued to Executive a performance bonus agreement dated April 23, 2020 (“Performance Bonus Agreement”), which agreement is in full force and effect and enforceable in accordance with its terms. In the Performance Bonus Agreement, (i) references to the defined term “Employment Agreement” shall mean reference to this amended and restated employment agreement between the Company and Executive dated April 23, 2021, and (ii) Section 2 of the Performance Bonus Agreement is amended and restated as follows:

Vesting/Termination. In order to receive the Performance Bonus, Executive must remain continuously employed with the Company through the date of a Corporate Change; provided, however, that in the event Executive terminates his then existing employment agreement for Good Reason (as defined in his then existing employment agreement) or the Company terminates his then existing employment agreement other than for Misconduct (as defined in his then existing employment agreement), Executive will be entitled to receive the Performance Bonus provided the Corporate Change (as a result of which Executive, had he continued to be employed, would have been entitled to receive the Performance Bonus) occurs on or before the end of the term of his then existing employment agreement. Notwithstanding anything to the contrary herein, this Agreement shall terminate automatically upon the earliest to occur of the following: (i) the date on which the Performance Bonus has been paid in full to Executive following the occurrence of a Corporate Change, as a result of which Executive becomes entitled to receive the Performance Bonus; (ii) a Corporate Change, as a result of which Executive does not become entitled to receive the Performance Bonus; and (iii) the termination of Executive’s then existing employment agreement by the Company for Misconduct or by the Executive for other than Good Reason prior to the consummation of a Corporate Change.”

(f) Equity Award. On or as soon as practicable following the date of this Agreement, Executive shall receive an award of 3,500,000 restricted stock units (the “RSU Award”) under the Waitr Holdings Inc. 2018 Omnibus Incentive Plan (the “Incentive Plan”), each restricted stock unit representing the right, subject to terms and conditions of the Incentive Plan and RSU Award to one share of Company common stock if and when the underlying RSU Award vests. The RSU Award will vest in three (3) equal installments on the first, second and third anniversaries of January 3, 2022, subject to Executive’s continued employment through the applicable vesting date. The RSU Award will vest in full upon (i) a Corporate Change, subject to Executive’s continued employment through the closing of such Corporate Change, (ii) termination by Executive of this Agreement for Good Reason, or (iii) termination by the Company of this

Agreement other than for Misconduct. The RSU Award shall be subject to the terms and conditions of the Incentive Plan and become effective upon entry into a written award agreement by and between the Company and Executive. All other terms and conditions applicable to the Award shall be determined by the Board or the Compensation Committee of the Board.

4. Additional Benefits. In addition to the compensation provided for in Section 3 herein, Executive shall be entitled to the following:

(a) Expenses. The Company shall reimburse Executive for the reasonable and necessary business expenses incurred in the performance of his duties pursuant to this Agreement. It is understood that Executive is authorized to incur reasonable business expenses for travel (business class airfare), lodging, meals and business entertainment.

(b) Fringe Benefits and Perquisites. During the Term, Executive shall be entitled to fringe benefits and perquisites consistent with the practices of the Company and governing benefit plan requirements (including plan eligibility provisions), and to the extent the Company provides similar benefits or perquisites (or both) to similarly situated executives of the Company.

(c) Employee Benefits. During the Term, Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Company, as in effect from time to time (collectively, "Employee Benefit Plans"), to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or terminate any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

(d) Vacation; Paid Time-Off. Executive shall receive vacation and other paid time-off in accordance with the Company's policies for executive officers as such policies may exist from time to time.

5. Restrictive Covenants.

(a) Confidential Information. Executive, during the Term, may have access to and become familiar with confidential information, secrets and proprietary information concerning the business and affairs of the Company, its controlled subsidiaries and other controlled entities, including business strategies, pricing information, and other confidential and/or proprietary information (collectively, "Confidential Information"). Confidential Information shall not include any information that is or becomes generally available to the public other than as a result of Executive's improper or unauthorized disclosure of such information in violation of this Agreement. As to such Confidential Information, Executive agrees during the Term and following the termination of this Agreement, he will not, directly or indirectly, without the prior written consent of the Company (1) disclose or permit the disclosure of any such Confidential Information, or (2) use, reproduce or distribute, or make or permit any use, reproduction or distribution of, directly or indirectly, any such Confidential Information, except for any disclosure, use, reproduction or distribution that is required in the course of the Executive's employment with the Company.

(b) Non-Competition. Throughout the Term of this Agreement and for a period of one (1) year (the “Restricted Period”) immediately following the termination of this Agreement, Executive shall not, directly or indirectly, in any geographical area in which the Company has engaged in its business at any time during the Term (the “Restricted Area”): (i) engage in, own, manage, operate, join, control, lend money or other assistance to, or participate in or be connected with, as an officer, director, executive, partner, shareholder, employee, manager, agent, or otherwise, any person that operates in the restaurant delivery services business (a “Competitor”) at any time during the Term (other than as a holder of less than two percent of the capital stock of any publicly traded corporation); or (ii) perform for or on behalf of any Competitor the same or substantially similar services Executive performed for the Company at any time during the Term. Executive hereby acknowledges and agrees that the restrictive period of time, geographic scope and scope of the restricted activity specified herein are reasonable and necessary in view of the nature of the business in which the Company is, or will be, engaged. If the scope of any stated restriction is too broad to permit enforcement of such restriction(s) to its full extent, then the parties agree that such restriction shall be enforced and/or modified to the maximum extent permitted by law.

(c) Intellectual Property Rights. Executive hereby assigns, transfers and conveys to the Company all of his right, title and interest in and to all Work Product (as defined below). Executive agrees that all Work Product belongs in all instances to the Company. Executive will promptly disclose such Work Product to the Company and perform all actions reasonably requested by the Company (whether during or at the Company’s expense after the Term) to establish and confirm the Company’s ownership of such Work Product (including, without limitation, the execution and delivery of assignments, consents, powers of attorney and other instruments) and to provide reasonable assistance to the Company (whether during or at the Company’s expense after the Term) in connection with the prosecution of any applications for patents, trademarks, trade names, service marks or reissues thereof or in the prosecution or defense of interferences relating to any Work Product. Executive recognizes and agrees that the Work Product, to the extent copyrightable, constitutes works for hire under the copyright laws of the United States.

For purposes of this Agreement, “Work Product” means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, trade dress, logos and all similar or related information (whether patentable or unpatentable) which relates to actual or anticipated business, operations, research and development of existing or future products or services of the Company and which are conceived, developed or made by Executive (whether or not during usual business hours and whether or not alone or in conjunction with any other person) during the Term together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing.

(d) Non-Solicitation and Non-Interference. During the Term and for one (1) year immediately following the termination of this Agreement, Executive will not, and will cause his respective affiliates not to, directly or indirectly through or in association with any third party, (i) call on, solicit or service, engage or contract with or take any action which may interfere with, impair, subvert, disrupt or alter the relationship, contractual or otherwise, between the Company

and any current customer, supplier, distributor, developer, service provider, licensor or licensee, or other material business relation of the Company, with whom Executive or any of his direct reports has done business or had material contact or engagement during the Term, (ii) solicit, induce, recruit or encourage any employees of or other consultants to the Company to terminate their relationship with the Company or take away or hire such employees or consultants, (iii) divert or take away the business or patronage (with respect to products or services of the kind or type developed, produced, marketed, furnished or sold by the Company) of any of the clients, customers or accounts of the Company, with whom Executive or any of his direct reports has done business or had material contact or engagement during the Term, or (iv) attempt to do any of the foregoing, either for Executive's own purposes or for any other third party.

6. Indemnification.

(a) Third Party Proceedings. The Company shall indemnify Executive if Executive is or was a party or is threatened to be made a party to any threatened, pending or completed third party action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that Executive serves or served as a director of the Company, by reason of the fact that Executive is or was an employee of the Company (or any subsidiary of the Company), or by reason of any action or inaction on the part of Executive while a director or an employee of the Company, against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) actually and reasonably incurred by Executive in connection with such action or proceeding, provided that such indemnity shall not apply to (i) any such expenses, judgments, fines or amounts paid in settlement caused by Executive's fraud, gross negligence or willful misconduct or (ii) any claim by the Company against Executive as to Executive's breach of Executive's obligations under this Agreement.

(b) Proceedings by or in the Right of the Company. The Company shall indemnify Executive if Executive was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding by or in the right of the Company (or any subsidiary of the Company) to procure a judgment in its favor by reason of the fact that Executive is or was a director, an employee or agent of the Company (or any subsidiary of the Company), or by reason of the fact that Executive is or was serving at the request of the Company as a director, employee, consultant or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) and, to the fullest extent permitted by law, amounts paid in settlement, in each case to the extent actually and reasonably incurred by Executive in connection with the defense or settlement of such action or proceeding provided that such indemnity shall not apply to (i) any such action, proceeding or settlement caused by Executive's fraud, gross negligence or willful misconduct or (ii) any claim by the Company against Executive as to Executive's breach of Executive's obligations under this Agreement.

(c) Advancement of Expenses. The Company shall advance all expenses incurred by Executive in connection with the investigation, defense, settlement, or appeal of any civil or criminal action or proceeding referenced in Section 6(a) or (b) hereof. The advances to be made hereunder shall be paid by the Company to Executive within twenty (20) days following delivery of a written request therefor by Executive to the Company.

(d) Notice/Cooperation by Executive. Executive shall, as a condition precedent to its right to be indemnified under this Agreement, give the Company notice in writing as soon as practicable of any claim made against Executive for which indemnification will or could be sought under this Agreement, provided, however, that a delay in giving such notice shall not deprive Executive of any right to be indemnified under this Agreement unless, and then only to the extent that, such delay is materially prejudicial to the defense of such claim. Notice to the Company shall be directed to the General Counsel of the Company at the address shown on the signature page of this Agreement (or such other address as the Company shall designate in writing to Executive, in accordance with Section 11 hereof). In addition, Executive shall give the Company such information and cooperation as it may reasonably require and as shall be within Executive's power.

(e) Procedure. Any indemnification provided for in Section 6(a) or (b) shall be made no later than forty-five (45) days after receipt of the written request of Executive. If a claim under this Agreement is not paid in full by the Company within forty-five (45) days after a written request for payment thereof has first been received by the Company, Executive may, but need not, at any time thereafter bring an action against the Company to recover the unpaid amount of the claim and Executive shall also be entitled to be paid for the expenses (including attorneys' fees) of bringing such action.

(f) Selection of Counsel. In the event the Company shall be obligated under Section 6(c) hereof to pay the expenses of any proceeding against Executive, the Company, if appropriate, shall be entitled to assume the defense of such proceeding, with counsel approved by Executive, which approval shall not be unreasonably withheld (it being understood and agreed that the fact that such counsel is representing the Company in such proceeding shall not be grounds for withholding approval except pursuant to clause (ii)(B) below), upon the delivery to Executive of written notice of its election so to do. After delivery of such notice, the Company will not be liable to Executive under this Agreement for any fees of counsel subsequently incurred by Executive with respect to the same proceeding, provided that (i) Executive shall have the right employ its counsel in any such proceeding at Executive's expense, and (ii) if (A) the employment of counsel by Executive has been previously authorized by the Company, which authorization has not been revoked, (B) Executive shall have reasonably concluded that there may be a conflict of interest between the Company and Executive in the conduct of any such defense or (C) the Company shall not, in fact, have employed counsel to assume the defense of such proceeding, then, in the case of (A), (B), or (C) above, the fees and expenses of Executive's counsel shall be at the expense of the Company.

7. Termination. The Term may be terminated as set forth below:

(a) By Executive (other than for Good Reason). Executive may cease providing services to the Company at any time by providing thirty (30) days written notice to the Company in accordance with Section 11 hereof. In the event of such termination, this Agreement shall terminate on the Date of Termination and Executive shall not be entitled to further compensation pursuant to Section 3 of this Agreement other than payment for (i) any unpaid Monthly Compensation through the Date of Termination, (ii) any unpaid expenses incurred prior to the Date of Termination, subject to the Company's expense reimbursement rules and policies as in effect

from time to time, and (iii) any vested portion of equity or non-equity bonus awards through the Date of Termination pursuant to any award documentation, whether set forth in this Agreement or otherwise (the “Accrued Amounts”). Accrued Amounts, if any, shall be paid and confirmed, via email to the email address on the signature page hereof, to Executive in no event later than fifteen (15) days following the Date of Termination.

(b) Reserved.

(c) By Company. The Company may terminate:

(i) in the event of Executive’s Misconduct upon written notice thereof delivered to Executive in accordance with Section 7(e) and Section 11 hereof, in which case the Company shall have no further compensation obligations pursuant to Section 3 of this Agreement other than for payment to Executive of the Accrued Amounts, if any, to be paid, and confirmed via email to the email address on the signature page hereof, to the Executive within fifteen (15) days of the Date of Termination or as otherwise provided for herein;

(ii) at any time for any reason other than for Misconduct upon 10 days’ written notice to Executive, in which case the Company shall pay Executive (A) Monthly Compensation through the Term, (B) the Bonus (if not previously paid), (C) the unvested equity and non-equity bonus awards shall accelerate and be vested in full pursuant to their respective award documentation whether set forth in this Agreement or otherwise, and (D) Accrued Amounts, if any, all to be paid, and confirmed via email to the email address on the signature page hereof, to Executive all within fifteen (15) days of the Date of Termination; or

(iii) subsequent to the closing of a Corporate Change, in which case the Company shall have no further compensation obligations pursuant to Section 3 of this Agreement other than for payment to Executive of the Accrued Amounts, if any, the amount due under Section 3(c) to be paid upon closing of the Corporate Change, and the unvested equity and non-equity bonus awards shall accelerate and be vested in full pursuant to their respective award documentation whether set forth in the Agreement or otherwise, all to be paid and confirmed to be effective upon the closing of the Corporate Change, via email to the email address on the signature page hereof, upon the closing of the Corporate Change.

As used herein, “Misconduct” means a material breach of any of Executive’s obligations under this Agreement without Company’s express written consent (including a breach of Section 5, but excluding Executive’s resignation for Good Reason), Executive’s willful misconduct or gross negligence in performing his duties under this Agreement, or conviction of (including a plea of guilty or nolo contendere) a felony or crime involving moral turpitude; provided, that the Company has provided a Notice of Termination to Executive of Company’s intention to terminate the Agreement for Misconduct, and Executive has failed to cure, to the extent curable, such circumstance within fifteen (15) days of receipt of the Notice of Termination given in respect thereof.

(d) Resignation for Good Reason. Executive shall be entitled to terminate the Term for Good Reason. If Executive terminates this Agreement for Good Reason, he shall be paid (i) the Accrued Amounts, if any, (ii) the Monthly Compensation through the Term to be paid within

fifteen (15) days of the Date of Termination, (iii) the Bonus (if not previously paid), and (iv) the unvested equity and non-equity bonus awards shall accelerate and be vested in full pursuant to their respective award documentation whether set forth in the Agreement or otherwise, all to be paid and confirmed, via email to the email address on the signature page hereof, all within fifteen (15) days following the Date of Termination;

As used herein, “Good Reason” means a material breach of any of the Company’s obligations under this Agreement without Executive’s express written consent; provided, that, Executive has provided a Notice of Termination to the Company of Executive’s intention to terminate the Agreement for Good Reason, and the Company has failed to cure, to the extent curable, such circumstance within fifteen (15) days of receipt of the Notice of Termination given in respect hereof.

(e) Notice of Termination. Any purported termination of the Term by the Company under Section 7(c) or by Executive under Section 7(d) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 11 hereof. For purposes of this Agreement, a “Notice of Termination” shall mean a notice which, if by the Company under Section 7(c), shall set forth in reasonable detail the reason for such termination of this Agreement, or in the case of termination by Executive for under Section 7(d), said notice must specify in reasonable detail the basis for such termination. A Notice of Termination given by Executive pursuant to Section 7(d) shall be effective even if given after the receipt by Executive of a Notice of Termination by the Company pursuant to Section 7(c), and a Notice of Termination given by the Company pursuant to Section 7(c) shall be effective even if given after the receipt by the Company of a Notice of Termination by Executive pursuant to Section 7(d). Any purported termination for which a Notice of Termination is required which is not effected pursuant to this Section 7(e) shall not be effective.

(f) Date of Termination. “Date of Termination” shall mean the date specified in the Notice of Termination, provided that the Date of Termination shall be at least thirty (30) days following the date the Notice of Termination is given; provided, however, that in the case of Executive’s termination for Good Reason, Date of Termination shall mean the close of business on the last day on which the Company may cure any circumstance alleged by Executive to give rise to a Good Reason termination, or in the case of Company’s termination for Misconduct, Date of Termination shall mean the close of business on the last day on which Executive may cure any circumstance alleged by the Company to give rise to a Misconduct termination.

8. Code Section 409A

(a) This Agreement is intended to comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and shall be interpreted and construed accordingly. The Company and Executive shall have the discretion and authority to amend this Agreement at any time to satisfy any requirements of Code Section 409A or guidance published thereunder; provided, however, any such amendment shall maintain the economic terms of this Agreement for Executive.

(b) The Company shall promptly reimburse Executive for eligible expenses under this Agreement that Executive incurs and properly reports to the Company in accordance

with its expense reimbursement rules and policies. Notwithstanding anything herein to the contrary or otherwise, all reimbursements shall be made so as to be exempt from Section 409A of the Code and to the extent not exempt: (A) the amount of expenses eligible for reimbursement or in-kind benefits provided during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided in any other calendar year; (B) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; and (C) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

9. Assignability. The obligations of Executive hereunder are personal and may not be assigned or delegated by him or transferred in any manner whatsoever, nor are such obligations subject to involuntary alienation, assignment or transfer. The Company shall have the right to assign this Agreement and to delegate all rights, duties and obligations hereunder, either in whole or in part, to any parent, affiliate, successor or subsidiary organization or company of the Company, so long as the obligations of the Company under this Agreement remain the obligations of the Company.

10. Governing Law; Arbitration. This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflicts of law principles that would result in the application of any law other than the law of the State of New York). If any dispute should arise between Executive and Company under this Agreement, all claims, disputes, controversies, differences or other matters in question arising out of this Agreement shall be resolved by binding arbitration in New York, New York, in accordance with the rules for expedited, documents only proceedings of the American Arbitration Association.

11. Notice. Unless otherwise provided herein, for the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given upon satisfaction of both (i) and (ii) set forth below: (i) via email to the email address on the signature page hereof and (ii) via mail when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the Company at its principal office address, directed to the attention of the Board with a copy to the Secretary of the Company, and to Executive at Executive's residence address on the records of the Company or to such other address as any party may have furnished to the other in writing in accordance herewith except that notice of change of address shall be effective only upon receipt.

12. Validity. Company acknowledges that this Agreement is a binding and valid obligation of the Company. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13. Successors; Binding Agreement.

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company other than in connection with a Corporate Change to expressly assume and agree

to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used herein, the term “Company” shall include any successor to its business and/or assets as aforesaid which executes and delivers the Agreement provided for in this Section 13 or which otherwise becomes bound by all terms and provisions of this Agreement by operation of law.

(b) This Agreement and all rights of Executive hereunder shall inure to the benefit of and be enforceable by Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If Executive should die while any amounts would be payable to him hereunder if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive’s devisee, legatee, or other designee or, if there be no such designee, to Executive’s estate.

14. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and Company. No waiver by any party hereto at any time of any breach by another party hereto of, or in compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement is an integration of the parties’ agreement; no agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party, except those which are set forth expressly in this Agreement.

15. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

WAITR HOLDINGS INC.

By: /s/ Thomas C. Pritchard

Name: Thomas C. Pritchard

Title: General Counsel

Email address: Thomas.pritchard@waitrapp.com

CARL A. GRIMSTAD

/s/ Carl A. Grimstad

Carl A. Grimstad

Email address: carl.grimstad@waitrapp.com

Executive Employment Agreement

This Employment Agreement (the “**Agreement**”) is made and entered into as of April 23, 2021 (the “**Effective Date**”) by and between Leo Bogdanov (“**Executive**”) and Waitr Holdings Inc., a corporation organized under the laws of the State of Delaware (the “**Company**”).

WHEREAS, the Company desires to employ Executive on the terms and conditions set forth herein; and

WHEREAS, Executive desires to be employed by the Company on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. At-Will Employment Basis. Executive’s at-will employment hereunder shall be effective as of the Effective Date and shall continue on an at-will basis until such time as Executive’s employment with the Company terminates pursuant to Section 5 of this Agreement (such period is hereinafter referred to as the “**Employment Term**”).

2. Position and Duties.

2.1 Position. During the Employment Term, Executive shall serve as the Chief Financial Officer of the Company, reporting to the Board of Directors of the Company (the “**Board**”). In such position, Executive shall have such duties, authority, and responsibilities as shall be determined from time to time by the Board of Directors, which duties, authority, and responsibilities are consistent with Executive’s position. Executive shall, if requested, also serve as a member of the Board or as an officer or director of any affiliate of the Company for no additional compensation.

2.2 Duties. During the Employment Term, Executive shall devote substantially all of his business time and attention to the performance of Executive’s duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Chief Executive Officer. Notwithstanding the foregoing, Executive will be permitted to (a) act or serve as a director, trustee, committee member, or principal of any type of business, civic, or charitable organization and (b) purchase or own membership interest or shares as an investment in any public or private corporation; provided that, the activities described in clauses (a) and (b) do not (i) result in any breach of Executive’s obligations under Section 7 or Section 8, (ii) interfere with the performance of Executive’s duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in Section 2 hereof, or (iii) conflict or compete in any way with the business of the Company or any of its subsidiaries or affiliates.

3. Place of Performance. Executive shall work remotely; provided that, Executive may be required to travel on Company business during the Employment Term.

4. Compensation.

4.1 Base Salary. During the Employment Term, the Company shall pay Executive an annual rate of base salary of \$220,000 in periodic installments, less applicable deductions and withholdings, in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "**Base Salary**". The parties acknowledge and agree that a portion of Executive's Base Salary shall constitute consideration for Executive's compliance with the restrictions and covenants set forth in Section 8 of this Agreement.

4.2 Equity Award. On or as soon as practicable following the Effective Date, Executive shall receive an award of 85,000 restricted stock units (the "**RSU Award**") under the Waitr Holdings Inc. 2018 Omnibus Incentive Plan (the "**Incentive Plan**"), each restricted stock unit representing the right, subject to terms and conditions of the Incentive Plan and RSU Award to one share of Company common stock if and when the underlying RSU Award vests. The RSU Award will vest in three (3) equal installments on the first, second and third anniversaries of the grant date, subject to Executive's continued employment through the applicable vesting date. The RSU Award will vest in full upon a Change in Control (as defined in the Incentive Plan), subject to Executive's continued employment through the closing of such Change in Control. The RSU Award shall be subject to the terms and conditions of the Incentive Plan and become effective upon entry into a written award agreement by and between the Company and Executive. All other terms and conditions applicable to the Award shall be determined by the Board or the Compensation Committee of the Board.

4.3 Fringe Benefits and Perquisites. During the Employment Term, Executive shall be entitled to fringe benefits and perquisites consistent with the practices of the Company and governing benefit plan requirements (including plan eligibility provisions), and to the extent the Company provides similar benefits or perquisites (or both) to similarly situated executives of the Company.

4.4 Employee Benefits. During the Employment Term, Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Company, as in effect from time to time (collectively, "**Employee Benefit Plans**"), to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or terminate any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

4.5 Vacation; Paid Time-Off. Executive shall receive vacation and other paid time-off in accordance with the Company's policies for executive officers as such policies may exist from time to time.

4.6 Business Expenses. Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by Executive in connection with the performance of Executive's duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

4.7 Indemnification. In the event that Executive is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a “**Proceeding**”), other than any Proceeding initiated by Executive or the Company related to any contest or dispute between Executive and the Company or any of its affiliates with respect to this Agreement or Executive’s employment hereunder, by reason of the fact that Executive is or was a director or officer of the Company, or any affiliate of the Company, or is or was serving at the request of the Company as a director, officer, member, employee, or agent of another corporation or a partnership, joint venture, trust, or other enterprise, Executive shall be indemnified and held harmless by the Company to the maximum extent permitted under applicable law and the Company’s bylaws from and against any liabilities, costs, claims, and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys’ fees). Reasonable costs and expenses incurred by Executive in defense of such Proceeding (including attorneys’ fees) shall be paid by the Company in advance of the final disposition of such litigation upon receipt by the Company of: (i) a written request for payment; (ii) appropriate documentation evidencing the incurrence, amount, and nature of the costs and expenses for which payment is being sought; and (iii) an undertaking adequate under applicable law made by or on behalf of Executive to repay the amounts so paid if it shall ultimately be determined that Executive is not entitled to be indemnified by the Company under this Agreement.

4.8 Clawback Provisions. Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to Executive pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation, or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

5. Termination of Employment. The Employment Term and Executive’s at-will employment hereunder may be terminated by either the Company or Executive at any time and for any reason. Upon termination of Executive’s employment during the Employment Term, Executive shall not be entitled to any additional compensation and benefits from the Company or any of its affiliates post-Termination Date (as defined below).

5.1 Termination by the Company or Executive.

(a) Executive’s employment hereunder may be terminated by either the Company or Executive, for any or no reason. Upon termination, Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary through the Termination Date, which shall be paid on the pay date immediately following the Termination Date in accordance with the Company’s customary payroll procedures;

(ii) reimbursement for unreimbursed business expenses properly incurred by Executive through the Termination Date, which shall be subject to

and paid in accordance with the Company's expense reimbursement policy (the amounts described in 5.1(a)(i) and (ii) are collectively referred to as "**Accrued Amounts**"); and

(iii) such employee benefits, if any, to which Executive may be entitled under the Company's employee benefit plans as of the Termination Date; provided that, in no event shall Executive be entitled to any payments in the nature of severance or termination payments.

5.2 Death.

(a) Executive's employment hereunder shall terminate automatically upon Executive's death and Executive's estate and/or beneficiaries, as the case may be, shall be entitled to receive the following:

(i) the Accrued Amounts; and

(ii) any post-employment benefits due under the terms and conditions of the Employee Benefit Plans.

5.3 Notice of Termination. Any termination of Executive's employment hereunder by the Company or by Executive (other than termination pursuant to Section 5.2 on account of Executive's death) shall be communicated by written notice of termination ("**Notice of Termination**") to the other party hereto in accordance with Section 25.

5.4 Termination Date. Executive's "**Termination Date**" shall be:

(a) if Executive's employment hereunder terminates on account of Executive's death, the date of Executive's death; and

(b) if either the Company terminates Executive's or Executive terminates his employment, upon the date the Notice of Termination is delivered to the respective party.

Notwithstanding anything contained herein, the Termination Date shall not occur until the date on which Executive incurs a "separation from service" within the meaning of Section 409A (as defined in Section 23 of this Agreement).

5.5 Resignation of All Other Positions. Upon termination of Executive's employment hereunder for any reason, Executive agrees to resign, effective on the Termination Date, from all positions that Executive holds as an officer or member of the Board (or a committee thereof) of the Company or any of its affiliates.

5.6 Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits received or to be received by Executive (including, without limitation, any payment or

benefits received in connection with a Change in Control or Executive's termination of employment, whether pursuant to the terms of this Agreement or any other plan, arrangement, or agreement, or otherwise) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**") and will be subject to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**"), the Company shall either (i) reduce (but not below zero) such payments or benefits received or to be received by Executive so that the aggregate present value of the payments and benefits received by Executive is \$1.00 less than the amount which would otherwise cause Executive to incur an Excise Tax, or (ii) be paid in full, whichever results in the greatest net after-tax payment to Executive.

(b) All calculations and determinations under this Section 5.6 shall be made by an independent accounting firm or independent tax counsel appointed by the Company (the "**Tax Counsel**") whose determinations shall be conclusive and binding on the Company and Executive for all purposes. For purposes of making the calculations and determinations required by this Section 5.6, the Tax Counsel may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Company and Executive shall furnish the Tax Counsel with such information and documents as the Tax Counsel may reasonably request in order to make its determinations under this Section 5.6. The Company shall bear all costs the Tax Counsel may reasonably incur in connection with its services.

6. Cooperation. The parties agree that certain matters in which Executive will be involved during the Employment Term may necessitate Executive's cooperation in the future. Accordingly, following the termination of Executive's employment for any reason, to the extent reasonably requested by the Board, Executive shall cooperate with the Company in connection with matters arising out of Executive's service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of Executive's other activities. The Company shall reimburse Executive for reasonable expenses incurred in connection with such cooperation and, to the extent that Executive is required to spend substantial time on such matters, the Company shall compensate Executive at an hourly rate based on Executive's Base Salary on the Termination Date.

7. Confidential Information. Executive understands and acknowledges that during the Employment Term, he will have access to and learn about Confidential Information, as defined below.

7.1 Confidential Information Defined.

(a) Definition.

For purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to information that is used, developed or obtained by the Company or any of its affiliates (collectively, the "**Company Group**") in connection with its business, including, but not limited to, information, observations and data obtained by Executive during

Executive's employment with the Company concerning: business affairs, business processes, practices, products, methods, policies, plans, publications, documents, research, operations, services, fees, pricing structures, analyses, photographs, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, restaurant partner list of the Company Group or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company Group in confidence.

Executive understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

Executive understands and agrees that Confidential Information includes information developed by him in the course of his employment by the Company as if the Company furnished the same Confidential Information to Executive in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to Executive; provided that, such disclosure is through no direct or indirect fault of Executive or person(s) acting on Executive's behalf.

(b) Company Creation and Use of Confidential Information.

Executive understands and acknowledges that the Company has invested, and continues to invest, substantial time, money, and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees, and improving its offerings in the field of restaurant delivery services. Executive understands and acknowledges that as a result of these efforts, the Company has created, and continues to use and create Confidential Information. This Confidential Information provides the Company with a competitive advantage over others in the marketplace.

(c) Disclosure and Use Restrictions.

Executive agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of Executive's authorized employment duties to the Company or with the prior consent of the Board acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company, except as required in the performance of Executive's authorized employment duties to the Company or with the prior consent of the Board acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Executive shall promptly provide written notice of any such order to the Board.

(d) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

(i) Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding.

(ii) If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Company's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive:

- (A) files any document containing trade secrets under seal; and
- (B) does not disclose trade secrets, except pursuant to court order.

Executive understands and acknowledges that his obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon Executive first having access to such Confidential Information (whether before or after he begins employment by the Company) and shall continue during and after his employment by the Company until such time as such Confidential Information has become public knowledge other than as a result of Executive's breach of this Agreement or breach by those acting in concert with Executive or on Executive's behalf.

8. Restrictive Covenants.

8.1 Acknowledgement. Executive understands that the nature of Executive's position gives him access to and knowledge of Confidential Information and places him in a position of trust and confidence with the Company. Executive understands and acknowledges that the intellectual services he provides to the Company are unique, special, or extraordinary. Executive further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure by Executive is likely to result in unfair or unlawful competitive activity.

8.2 Non-Competition. Because of the Company's legitimate business interest as described herein and the good and valuable consideration offered to Executive, during the Employment Term and for the twelve (12) month period beginning on the last day of Executive's employment with the Company, Executive agrees and covenants not to engage in Prohibited Activity within any state or jurisdiction in which the Company or its subsidiaries then operate, have operated at any time during the Employment Term or demonstrably propose or intend to operate (the "**Restricted Territory**").

For purposes of this Section 8, "**Prohibited Activity**" is activity in which Executive contributes his knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, employee, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Company, including those engaged in the business of food delivery. Prohibited Activity also includes activity that may require or inevitably requires disclosure of trade secrets, proprietary information, or Confidential Information.

The Company regards the following as its primary, but not exclusive, competitors engaged in the business of food delivery: Uber Eats, GrubHub and DoorDash.

Nothing herein shall prohibit Executive from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that Executive is not a controlling person of, or a member of a group that controls, such corporation.

This Section 8 does not, in any way, restrict or impede Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Executive shall promptly provide written notice of any such order to the Board.

8.3 Non-Solicitation of Employees. Executive agrees and covenants not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company during the Employment Term and a twenty-four (24) month period beginning on the last day of Executive's employment with the Company.

8.4 Non-Solicitation of Customers. Executive understands and acknowledges that because of Executive's experience with and relationship to the Company, he will have access to and learn about much or all of the Company's customer information. "Customer information" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer and relevant to sales and services.

Executive understands and acknowledges that loss of this customer relationship and/or goodwill will cause significant and irreparable harm to the Company.

Executive agrees and covenants, during the Employment Term and the twenty-four (24) month period beginning on the last day of Executive's employment with the Company, not to directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact, or meet with the Company's current customers located in the Restricted Territory for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company.

9. Non-Disparagement. Executive agrees and covenants that he will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company or its businesses, or any of its employees, officers, shareholders, members or advisors, or any member of the Board.

This Section 9 does not, in any way, restrict or impede Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by

the law, regulation, or order. Executive shall promptly provide written notice of any such order to the Board.

The Company agrees and covenants that it shall cause its officers and directors to refrain from making any defamatory or disparaging remarks, comments, or statements concerning Executive to any third parties.

10. Acknowledgement. Executive acknowledges and agrees that the services to be rendered by him to the Company are of a special and unique character; that Executive will obtain knowledge and skill relevant to the Company's industry, methods of doing business and marketing strategies by virtue of Executive's employment; and that the restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interest of the Company.

Executive further acknowledges that the amount of his compensation reflects, in part, his obligations and the Company's rights under Section 7, Section 8, and Section 9 of this Agreement; that he has no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; and that he will not be subject to undue hardship by reason of his full compliance with the terms and conditions of Section 7, Section 8, and Section 9 of this Agreement or the Company's enforcement thereof.

11. Remedies. In the event of a breach or threatened breach by Executive of Section 7, Section 8, or Section 9 of this Agreement, Executive hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

12. Arbitration. Any dispute, controversy, or claim arising out of or related to this Agreement, except for disputes arising under Section 7, Section 8, or Section 9 of this Agreement (including, without limitation, any claim for injunctive relief), or its interpretation, application, implementation, breach or enforcement which the parties hereto are unable to resolve by mutual agreement, shall be settled by submission by either Executive or the Company of the controversy, claim or dispute to binding arbitration in Lafayette, Louisiana (unless the parties hereto agree in writing to a different location), before a single arbitrator in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect. In any such arbitration proceeding the parties hereto agree to provide all discovery deemed necessary by the arbitrator. The arbitration shall be a documents-only proceeding. The decision and award made by the arbitrator shall be accompanied by a reasoned opinion, and shall be final, binding and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof. The prevailing party in such arbitration shall be entitled to reimbursement from the non-prevailing party for the totality of the arbitrator's, administrative, and reasonable legal fees and costs. Upon the request of any of the parties hereto, at any time prior to

the beginning of the arbitration hearing the parties may attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association.

13. Proprietary Rights.

13.1 Work Product. Executive acknowledges and agrees that all right, title, and interest in and to all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by Executive individually or jointly with others during the period of his employment by the Company and relate in any way to the business or contemplated business, products, activities, research, or development of the Company or result from any work performed by Executive for the Company (in each case, regardless of when or where prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical and electronic copies, and other tangible embodiments thereof (collectively, “**Work Product**”), as well as any and all rights in and to US and foreign (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights, all improvements thereto and all similar or equivalent rights or forms of protection in any part of the world (collectively, “**Intellectual Property Rights**”), shall be the sole and exclusive property of the Company.

For purposes of this Agreement, Work Product includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

13.2 Work Made for Hire; Assignment. Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is “work made for hire” as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, Executive hereby irrevocably assigns to the Company, for no additional consideration, Executive’s entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or

dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

13.3 Further Assurances; Power of Attorney. During and after his employment, Executive agrees to reasonably cooperate with the Company to (a) apply for, obtain, perfect, and transfer to the Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (b) maintain, protect and enforce the same, including, without limitation, giving testimony and executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. Executive hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on Executive's behalf in his name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if Executive does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by Executive's subsequent incapacity.

13.4 No License. Executive understands that this Agreement does not, and shall not be construed to, grant Executive any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to him by the Company.

14. Security.

14.1 Security and Access. Executive agrees and covenants (a) to comply with all Company security policies and procedures as in force from time to time including without limitation those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, Company intranet, internet, social media and instant messaging systems, computer systems, e-mail systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords and any and all other Company facilities, IT resources and communication technologies ("**Facilities and Information Technology Resources**"); (b) not to access or use any Facilities and Information Technology Resources except as authorized by the Company; and (iii) not to access or use any Facilities and Information Technology Resources in any manner after the termination of Executive's employment by the Company, whether termination is voluntary or involuntary. Executive agrees to notify the Company promptly in the event he learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction, or reverse engineering of, or tampering with any Facilities and Information Technology Resources or other Company property or materials by others.

14.2 Exit Obligations. Upon (a) voluntary or involuntary termination of Executive's employment or (b) the Company's request at any time during Executive's employment,

Executive shall (i) provide or return to the Company any and all Company property, including keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, smartphones, PDAs, pagers, fax machines, equipment, speakers, webcams, manuals, reports, files, books, compilations, work product, e-mail messages, recordings, tapes, disks, thumb drives or other removable information storage devices, hard drives, negatives, and data and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of Executive, whether they were provided to Executive by the Company or any of its business associates or created by Executive in connection with his employment by the Company; and (ii) delete or destroy all copies of any such documents and materials not returned to the Company that remain in Executive's possession or control, including those stored on any non-Company devices, networks, storage locations, and media in Executive's possession or control.

15. Publicity. Executive hereby irrevocably consents to any and all uses and displays, by the Company and its agents, representatives and licensees, of Executive's name, voice, likeness, image, appearance, and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising and publicity, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world, at any time during or after the period of his employment by the Company, for all legitimate commercial and business purposes of the Company ("**Permitted Uses**") without further consent from or royalty, payment, or other compensation to Executive. Executive hereby forever waives and releases the Company and its directors, officers, employees, and agents from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of his employment by the Company, arising directly or indirectly from the Company's and its agents', representatives', and licensees' exercise of their rights in connection with any Permitted Uses.

16. Governing Law: Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Delaware without regard to conflicts of law principles and irrespective of Executive's work location. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the State of Louisiana, Parish of Lafayette. The parties hereby irrevocably submit to the non-exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

17. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

18. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by Executive and by the Board. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

19. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

20. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

21. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

22. Tolling. Should Executive violate any of the terms of the restrictive covenant obligations articulated herein, the obligation at issue will run from the first date on which Executive ceases to be in violation of such obligation.

23. Section 409A.

23.1 General Compliance. This Agreement is intended to comply with Section 409A of the Code and the regulations, rules and other guidance promulgated thereunder (“**Section 409A**”) or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments

provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a “separation from service” under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

23.2 Specified Employees. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to Executive in connection with his termination of employment is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and Executive is determined to be a “specified employee” as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Termination Date or, if earlier, on Executive’s death (the “**Specified Employee Payment Date**”). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date and interest on such amounts calculated based on the applicable federal rate published by the Internal Revenue Service for the month in which Executive’s separation from service occurs shall be paid to Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

23.3 Reimbursements. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

- (a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;
- (b) any reimbursement of an eligible expense shall be paid to Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and
- (c) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

24. Successors and Assigns. This Agreement is personal to Executive and shall not be assigned by Executive. Any purported assignment by Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or

substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

25. Notice. Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by overnight carrier to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to the Company:

Waitr Holdings Inc.
214 Jefferson Street
Lafayette, LA 70501
Attn: Carl Grimstad, Chief Executive Officer
Carl.grimstad@waitrapp.com

If to Executive, to his address most recently on file with the Company.

26. Representations of Executive. Executive represents and warrants to the Company that:

(a) Executive's acceptance of employment with the Company and the performance of his duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding to which he is a party or is otherwise bound; and

(b) Executive's acceptance of employment with the Company and the performance of his duties hereunder will not violate any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer.

27. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

28. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

29. Acknowledgement of Full Understanding. EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WAITR HOLDINGS INC.

By: /s/ Carl Grimstad

Name: Carl Grimstad

Title: Chief Executive Officer

EXECUTIVE

/s/ Leo Bogdanov

Name: Leo Bogdanov

Title: Chief Financial Officer