

General Terms and Conditions for Partner Agreements

Restaurants – May 2024

These general terms and conditions (the "**Terms**") constitute an appendix to the written accession agreement, call-off agreement, framework agreement and/or other agreement that refers to these Terms (the "**Main Document**"), under which restaurant partners ("**Partners**" and each a "**Partner**"), with their places of business, join foodora's platform (the "**Platform**") and restaurant network. The Main Document, the Terms and any other appendices are jointly referred to as the "**Agreement**". The Partner(s) and foodora are referred to as the "**Parties**" and individually as "**Party**".

1 Introduction

- 1.1 Delivery Hero Finland Oy (registered number 1936684-6, "**foodora**") makes the Platform available at www.foodora.fi and via foodora's mobile app. The Platform enables businesses and individuals ("**Customers**") to order food, drinks, and other products ("**Products**") directly from the Partner's place of business.
- 1.2 By way of the Agreement, the Partner joins the Platform and foodora's restaurant network and undertakes to through its places of business to sell, prepare and pack, and, where applicable, deliver Products as ordered by Customers ("**Orders**") via the Platform (the "**Arrangement**").
- 1.3 The Main Document states whether deliveries are to be made by the Partner ("**MarketPlace Delivery**") or foodora ("**foodora Delivery**"). A Partner offering MarketPlace Delivery is referred to as a "**MarketPlace Partner**".

2 General

- 2.1 By making available Products on the Platform the Partner agrees to sell, in relation to Orders, the Products and any MarketPlace Delivery, to foodora in its capacity as independent reseller to the Partner, as well as to marketing of the Partner's places of business and brand on the Platform and in other venues.
- 2.2 In the event of discrepancy between the Main Document and these Terms or other appendices, the Main Document is to take precedence over the appendices, and the appendices are to apply in the order in which they are set out in the Main Document, unless otherwise stated. In the event of discrepancy between the different language versions of these Terms, the English version of these Terms shall take precedence, regardless of which language version is attached to the

Main Document or is otherwise agreed to be applicable to the Agreement.

- 2.3 The Parties undertake to act loyally towards each other to maintain the credibility of the Parties in relation to Customers, business partners, other parties, and the public. The Partner shall without delay notify foodora if there is a risk of detriment to such credibility.
- 2.4 The Partner is responsible for supplying and, in case of MarketPlace Delivery, delivering the Products set out in the Order in accordance with these Terms. By accepting an Order, the Partner enters into a binding contract with foodora for purchase by foodora of the Products and any MarketPlace Delivery. When a MarketPlace Partner accepts an Order, the Marketplace Partner accepts to sell the Products to foodora upon delivery of the Products to the Customer.
- 2.5 The Partner is responsible for ensuring that its staff are informed of the Agreement and trained in relation to the Arrangement.
- 2.6 foodora provides a contact and support system for its Partners (the "**Partner Service**"), where the Partner can, among other things, submit complaints concerning foodora or foodora's decisions¹, and notify foodora of technical problems, measures, or specific behaviour which impacts the Partner's ability to use the Platform or concern the provision of the Platform, as well as information about content on the Platform that the Partner considers illegal or otherwise does not in accordance with foodora's values, the terms of the Agreement or the terms foodora from time to time applies to its Customers. Once foodora has dealt with a matter, the Partner is notified of the result. The Partner Service can be reached by email at partner@foodora.fi. If a Partner frequently submits notifications or complaints that are clearly unfounded, foodora has the right to temporarily suspend the Partner's ability to submit notifications or complaints and also temporarily suspend the processing of the Partner's notifications or complaints. Such suspension will only take place after foodora has issued a prior warning thereof and will last for a maximum of 15 days.²
- 2.7 When joining the Platform, the Partner is given access to its own partner portal (the "**Partner Portal**"), which gives the Partner continuous access to information on Orders. The Partner shall ensure that only authorised persons have access to the Partner Portal.
- 2.8 foodora reserves the right to adopt and use policies, procedures, measures, and tools to ensure that the

¹ This may include decisions under the Digital Services Act (EU) 2022/2065 whereby foodora may limit the visibility of information provided by the Partner on the Platform. Appeals against these decisions must be made within six (6) months of the Partner being informed of the decision in question.

² Temporary interruption will be carried out in cases where (i) the Partner has already submitted a report or a complaint about the same content in the past and that the notice/complaint is being or has already been examined by foodora; (ii) the Partner's notice/complaint is clearly unfounded and/or fictitious, and/or the Partner is clearly not acting in good faith (e.g., the notice/complaint does not refer to the content per se, but to the contributor of the content); or (iii) the Partner's notice/complaint lacks basic arguments and/or supporting facts illustrating why the content is allegedly illegal and/or not in accordance with foodora's values, the terms of the Agreement or the terms foodora from time to time applies to its Customers.

Platform is used in a way that is not illegal and otherwise complies with foodora's values and the terms of the Agreement. foodora can on its own initiative or following a notification made by a Customer or another Partner review and act against illegal or otherwise inappropriate content on the Platform.

3 foodora's undertakings and rights

3.1 The Platform

- 3.1.1 When the Partner joins the Platform, the Partner receives access to the Platform and foodora provides the Partner hardware and/or software that enables Orders to reach the Partner ("**Technical Equipment**").
- 3.1.2 foodora does not guarantee the availability or functionality of the Platform or any Technical Equipment supplied and is not liable for interruptions. foodora is not liable to pay compensation to the Partner for any downtime or deficiencies or defects in the Platform or the Technical Equipment.
- 3.1.3 foodora reserves the right to limit the number of Products made available by the Partner on the Platform due to practical functions and abilities, and to ensure good customer experience. foodora may also restrict or reject Products on the Platform which are unlawful or which foodora otherwise does not consider to be aligned with its values or, as applicable from time to time, policies, including, but not limited to, Delivery Hero's Supplier Code of Conduct.
- 3.1.4 foodora also has the right to edit or delete material that is unlawful or, in each case in foodora's opinion, offensive or insulting, constitutes improper marketing or may negatively affect Customers' experience, is unrelated to the Platform's areas of use or is in any other way contrary to the Agreement, the Parties' obligation to act loyally towards each other, foodora's policies or values or Delivery Hero's Supplier Code of Conduct.
- 3.1.5 foodora is entitled to unilaterally change domain names and websites relating to the Platform.

3.2 Placement on the Platform

- 3.2.1 Products and Partners are made available to the Customer in accordance with, among other things, the delivery address and search filters entered by the Customer as well as foodora's current ranking of Partners and their places of business and Products on the Platform ("**Ranking**"). The Ranking is, among other things, based on the Partner's popularity, interpretation of the Customer's preferences, paid placement, as well as other parameters to ensure the best possible customer experience. When a Customer has searched for Partners and Products on the Platform, the search results are primarily ranked based on paid placement, the content of the Customer's search query as well as the Partner's opening hours, distance from and delivery time to the Customer. Partners who have paid for their placement through various marketing products ("**Marketing Products**") will always be ranked higher if they offer the Product or cuisine that the Customer has searched for. The relative importance of the other parameters can vary depending on the nature of the Customer's search query, but the overall goal is to give the most importance, and highest ranking, to Partners

with the best match regarding assortment, the shortest delivery time and which are most popular.

- 3.2.2 Foodora may always decide to provide better visibility as part of foodora's own marketing campaigns and for newly added Partners on the Platform and may use different placement features for certain Partners. Customers will however always be able to tailor their search filters.
- 3.2.3 As to Partners operating as a chain or under the same brand or franchise ("**Brand Partners**"), the number of Brand Partners visible to Customers on the Platform may be limited to display the Brand Partner with the shortest overall delivery time to the delivery address selected by the Customer, taking into account availability, distance and prep-time, as well as the Brand Partner's performance from time to time in order to improve customer experience.

3.3 Compliance checks and onboarding

- 3.3.1 foodora makes general compliance checks of the Partner in connection with entering into and throughout the term of the Agreement. This includes, but is not limited to, foodora making searches and requesting general know-your-customer and credit information as well as evidence of registrations, permits, and licences applicable to the Partner's business ("**Permits**") and contacting relevant supervisory authorities (including but not limited to Permits and in relation to Applicable Regulations as defined in section 4.4.1).
- 3.3.2 foodora has no obligation to onboard the Partner or offer any Products until and unless the Partner meets foodora's compliance requirements to foodora's satisfaction, including but not limited to in respect of the checks referred to in section 3.3.1. Further, foodora reserves the right, at any given time, to remove, restrict, or reject sale and marketing, as applicable, of Partners and/or Products on the Platform which do not meet foodora's compliance requirements, are unlawful, or which foodora does not consider to be in compliance with its policies and values including, but not limited to Delivery Hero's Supplier Code of Conduct, or if the Partner otherwise does not comply with the terms of the Agreement, or if foodora for any reason would be prohibited from showing or marketing Partners and/or Products on the Platform.

3.4 foodora Delivery

- 3.4.1 When an Order is made with foodora Delivery, foodora's rider, such as a third-party contractor designated by foodora (each a "**Rider**"), will pick up the Order from the Partner's place of business on or about the time indicated in the Partner's app and ensure that the Order is delivered to the Customer in a state expected for that type of Product and the means of transport used, subject at all times to the Partner complying with section 4.3.2 below.
- 3.4.2 Upon failure by a Rider to pick up an Order in accordance with section 3.4.1, which results in the Partner having to prepare the relevant meal ordered again, foodora will purchase the recooked meal at 40% of the price of the relevant meal at the Recommended Price (as defined in section 6.1.1) or compensate the

Partner with a corresponding amount. Compensation will be paid as soon as possible but not later than one (1) month after the re-cooking in question is reported, in connection with a payment as set out in section 6.5.

- 3.4.3 foodora is responsible and compensates Customers for damage caused to Products during foodora Delivery. However, the Partner is liable to compensate foodora for any such damage as a result of deficient, faulty, incorrect, or insufficient packaging taking into account what has been set out in section 4.3.2
- 3.4.4 When transporting food as defined in Article 2 of Regulation (EC) No. 178/2002 of the European Parliament and of the Council, foodora undertakes to comply with applicable requirements regarding food safety and hygiene under relevant food legislation.

4 The Partner's undertakings

4.1 Information about the Partner

- 4.1.1 The Partner shall provide foodora with all necessary information regarding the Arrangement on the date of the execution of the Agreement. The Partner is on a continuous basis responsible for ensuring that the information is complete and correct and undertakes to notify foodora of any changes in such information without undue delay.
- 4.1.2 The Partner shall inform foodora of the current opening hours for its restaurants on the Platform, during which the Partner shall remain available for Customers to place Orders and via phone and/or chat for foodora to contact the Partner regarding any matter, for example if issues should arise in respect of the Technical Equipment or specific Orders. The foregoing opening hours on the Platform shall be materially the same as the opening hours of the Partner's respective place of business unless it is a virtual kitchen or cloud restaurant that is not open for business apart from delivery and taking into account, however, limitations to the availability of foodora's service (such as foodora Delivery). Any changes to opening hours shall be communicated no less than three (3) days in advance.
- 4.1.3 If the Partner applies on the Platform opening hours in breach of section 4.1.2, foodora shall have the right to require the Partner to pay EUR 2,000 in liquidated damages per each commencing month per each restaurant to which the breach relates. The Partner shall not, however, be liable to pay such liquidated damages if it has remedied a breach done in good faith within three (3) days of foodora's notice thereof.

4.2 The Platform and Technical Equipment

- 4.2.1 The Partner must possess such technical capabilities that are necessary to manage the technical systems used by foodora (including the Technical Equipment) and ensure that all staff are aware how foodora's technical systems work.
- 4.2.2 The Partner is to use the Technical Equipment and other technical systems provided as directed by foodora and pay necessary licence fees for such systems. foodora is entitled to impose charges for misuse of the Technical Equipment.
- 4.2.3 If technical or any other problems arise with the Platform or the Technical Equipment which prevents the Partner

from performing its undertakings in accordance with Agreement, the Partner must immediately notify foodora of this, for foodora to take actions to remedy any problems.

- 4.2.4 foodora can permit the Partner to connect to middleware offered by an external provider ("**Middleware**") that enables Orders made through the Platform to reach the Partner's checkout system directly. Should the Partner choose to connect to such Middleware, the Partner must keep the Technical Equipment provided by foodora and use that them in case any operational failure or error in such Middleware causes downtime. Only when the operational failure or error is resolved, the Partner may switch back to such Middleware instead of the Technical Equipment.
- 4.2.5 foodora is not responsible for any operational failure or error in any Middleware, and the Partner shall, in the event of any such operational failure or error, contact the relevant external provider.

4.3 Orders

- 4.3.1 The Partner must accept or decline an Order within two (2) minutes of receiving it. If the Partner declines an Order, the Partner shall do so using the appropriate decline reason (code). If a Product is not available, the Partner must immediately decline the Order (unless the Customer has accepted that the Order can be completed without such unavailable Product or confirmed that it may be changed to another, available Product) and disable or mark the Product as unavailable directly on the applicable Technical Equipment, in the vendor app or otherwise notify foodora by appropriate means.
- 4.3.2 When an Order is to be delivered by foodora Delivery, the Partner shall prepare and pack the Products for collection at the time stated in the Order in question. The Partner shall ensure that the Products are packed in a sufficient manner suitable for the means of transport generally used by Riders, or as otherwise instructed by foodora from time to time. The packaging must meet all applicable requirements for packaging for the transport of foodstuffs. The packaging must ensure that there is no risk of contamination or mixing of food, drink, or liquid during transport, and the Partner shall assume that transport takes place by bicycle, car, or other means of transport in a delivery bag where goods are not physically separated from each other during transport save for by the Partner's packaging.
- 4.3.3 When an Order is to be delivered by Marketplace Delivery, the Marketplace Partner shall prepare, pack, and deliver placed Orders directly to the Customer at the time stated for the Order. In such case, the Marketplace Partner is solely responsible for the transportation of Products to the Customer. When the Partner accepts such an Order, the Marketplace Partner is deemed to confirm, in relation to the Customer, that the Products will be delivered at the time stated in the Order. The Marketplace Partner shall ensure that the delivery of the Products meets all applicable requirements for transport of foodstuffs.
- 4.3.4 When an Order is to be delivered by Marketplace Delivery, the Marketplace Partner bears the risk of the

Products until drop-off to the Customer. In the event of failure to deliver an Order to a Customer, the MarketPlace Partner shall immediately inform foodora thereof.

- 4.3.5 For Orders where the Customer has chosen to pick the Order up directly from the Partner's place of business ("**Pick-Up**"), the Partner shall pack and make the Products available for the Customer's pick-up at the time specified for the Order.
- 4.3.6 If the Partner has received or obtained delivery equipment from foodora, the Partner must use that equipment in accordance with any instructions given by foodora without payment. The Partner is responsible to ensure that any delivery equipment purchased or otherwise obtained from foodora used by the Partner is always kept clean and in good condition.
- 4.3.7 In connection with the completion of an Order, foodora issues a receipt and/or invoice to the Customer as seller of the Products. The Partner shall not provide the Customer or foodora with any receipt or invoice for any Orders or Products and the Partner shall not hold foodora liable for any damages in relation to VAT or other tax penalties resulting from the Partner's issuance of receipts or invoice.
- 4.3.8 The Partner shall forward any feedback or complaints by Customers to foodora without delay.

4.4 Compliance and information provided to Customers

- 4.4.1 The Partner is responsible for ensuring that its business is conducted in compliance with applicable laws, ordinances, and other regulations in force from time to time, including regulations and guidance issued by public agencies, as well as self-implied requirements and self-control programs (collectively "**Applicable Regulations**"). The Partner must always hold all Permits, including any such that are necessary for foodora and the Partner to offer, market, supply and/or deliver the Products to Customers. In addition, the Partner must be registered with the Finnish Trade Register (*kaupparekisteri*), the Finnish Tax Administration (*Verohallinto*), the Prepayment Register (*ennakkoperintärekisteri*), the Employer Register (*työnantajarekisteri*), if applicable, and for VAT. The Partner agrees that foodora may contact relevant authorities to check that the Partner complies with Applicable Regulations and has all necessary Permits. The Partner shall actively cooperate with foodora if foodora wishes to obtain relevant certificates and Permits to verify the Partner's compliance with Applicable Regulations.
- 4.4.2 The Partner is responsible for ensuring that its Products and marketing of them meet Applicable Regulations. Without limitation to the generality of the foregoing, the Partner is responsible for ensuring that (i) its marketing of Products is consistent with generally accepted marketing practices; (ii) the Products meet applicable product safety standards and are labelled and packed in accordance with Applicable Regulations; (iii) the Customer is given all necessary information before an Order is completed, including but not limited to necessary information under current consumer protection regulations; and (iv) all information about the

Products available on the Platform or otherwise made available by the Partner to foodora or the Customer is true and correct and compliant with Applicable Regulations, including but not limited to information about nutrition, allergens and origin of meat used in conjunction with the sale of food, drink and other foodstuffs, as well as possible user manuals, warranty information and/or instructions how to use the Products.

- 4.4.3 Unless the Partner explicitly requires otherwise, foodora shall have the right to obtain information about Products from an external database such as GS1 Synkka, Anti-Allergen or the like, and the Partner shall be responsible for ensuring that the information provided to foodora from such external database is true and correct.
- 4.4.4 Where applicable, the Partner is responsible for ensuring that foodora has up to date contact details, including telephone numbers, to the Partner for Customers to contact the Partner to obtain additional information in respect of Products during times when these can be ordered via the Platform.
- 4.4.5 If the Partner does not fulfil its undertakings in this section 4.4, without limitation to any other rights foodora may have pursuant to these Terms, foodora is entitled at its own discretion to remove relevant Products and/or exclude the Partner from the Platform until Partner fulfils its foregoing undertakings.

4.5 Restricted Products

- 4.5.1 The Partner undertakes to have necessary procedures in place to ensure that the handling of sensitive Products as set out in section 4.5.2 is made in accordance with Applicable Regulations and any instructions by foodora. The Partner also undertakes to continuously inform foodora of its procedures for the sale of Products that are sensitive, age-restricted, or otherwise restricted.
- 4.5.2 The Partner undertakes to inform foodora if specific obligations exist in relation to foodora's sale or delivery of certain Products to Customers under Applicable Regulations, such as Products containing alcohol. foodora has no obligation to market or sell such Products and is entitled to refuse delivery of a Product if compliance with such an obligation would entail unreasonably burdensome or costly adaptations for foodora, and is in accordance with section 4.6 entitled to return Products not delivered under this section 4.5.2.

4.6 Complaints, returns and refunds

- 4.6.1 The Partner is responsible for ensuring that the Products are free of defects and otherwise in agreed condition, and that each Product is delivered in accordance with the related Order. The Partner is responsible for accepting and managing complaints, returns, and refunds in respect of Products in accordance with Applicable Regulations.
- 4.6.2 In the case of a deficient, faulty, incorrect, or missing Product, the Customer may choose between refund and, save for Pick-Up, redelivery. If the Customer chooses redelivery, the Partner shall recook the Product at no cost to foodora and, if it is a MarketPlace Partner,

deliver the recooked Product at no cost to foodora. Further, the Partner shall compensate foodora for any costs, including applicable delivery costs (in the case of foodora Delivery), due to any such deficient, faulty, incorrect, or missing Products or Products that have incurred damage during delivery due to deficient, faulty, incorrect, or insufficient packaging.

- 4.6.3 The Partner confirms that foodora may credit issued invoices in relation to self-invoicing for any costs in relation to deficient, faulty, incorrect, or missing Products and that such amount may be set off against future payments.
- 4.6.4 foodora has the right to charge an administrative fee applicable from time to time for handling returns and/or refunds.

5 Assortment

- 5.1 The Partner shall make its current assortment of Products (the "**Assortment**") available via the Platform and provide foodora with information on the Assortment necessary for the purposes of the Arrangement and as required under these Terms. Notwithstanding the foregoing, foodora may, e.g., decide to limit the number of Products made available to Customers on the Platform as set out in section 3.1.3. The Partner's obligation to provide information about the Assortment includes the Recommended Price (as defined in section 6.1.1).
- 5.2 When updates or changes are made to the Assortment or the Recommended Price (as defined in section 6.1.1), the Partner must immediately notify foodora via the Partner Portal or by email to partner@foodora.fi.
- 5.3 foodora is not responsible for the accuracy of information concerning the Assortment displayed on the Platform.
- 5.4 The Partner undertakes to keep enough of the Products featured in the Assortment available for Orders and to ensure that the Products are in good condition. For Products with short shelf life, the Partner shall assume that the Products are to be consumed a few days after hand-over and the Partner shall therefore ensure that there is a sufficient time until the expiry date of such Products.

6 Prices, charges, invoicing, and payment

6.1 Prices

- 6.1.1 The Partner shall provide recommended sale and unit prices (including statutory VAT and container charges) for its Products (the "**Recommended Price**").
- 6.1.2 foodora may refuse to offer any Product if its Recommended Price deviates from the price the Customer pays for the same Product when placing an order directly from the Partner's online channels, such as website, mobile app, or other online platform managed by the Partner.
- 6.1.3 The requirement to provide Recommended Prices in section 6.1.1 is for foodora to ensure good customer experience and to prevent free-riding issues and balance the benefits that Partners derive from joining the Platform in terms of e.g., visibility and cost savings, against foodora's investments in offering and improving its services.

6.1.4 foodora can choose to apply the Recommended Price but is always free to set the price of the Products towards the Customers at its own discretion and to offer discounts in relation to Products or Orders at its own cost. Further, foodora may in its own discretion apply additional fees, such as delivery fees and service fees, on the Customer, and apply a minimum order value on Orders, including charging from the Customer the difference between the minimum order value and the actual value of the Order or Products, as applicable.

6.2 Charges and discounts

- 6.2.1 foodora is entitled to charge the Partner for the following charges, fees, and discounts (collectively the "**Charges**"):
 - a) a start-up fee, per restaurant, covering onboarding, including but not limited to menu implementation and design, and access to relevant Technical Equipment and the Platform;
 - b) a monthly fee covering, among other things, (i) technical support, software updates and troubleshooting for the Technical Equipment, (ii) SIM card and telecommunication costs relating to the Technical Equipment, as well as (iii) the right to use the Partner Portal including related service improvements from time to time;
 - c) a service fee applied as a percentage discount, as specified in the Main Document or otherwise agreed with the Partner in writing, and calculated on the Total Order Value (as defined in sections 6.3.2 and 6.3.3) including VAT (the "**Service Fee**"), in accordance with section 6.3.4;
 - d) other charges applicable from time to time as agreed between the Partner and foodora (e.g., for the sale of Products, advertising and Marketing Products, campaigns, licensing of Product Photographs (as defined in section 8.2.1), vouchers or other offers made to Customers that are paid for by the Partner); and
 - e) Sanction Fees as set out in section 6.2.3.
- 6.2.2 foodora is not obliged to levy Charges pursuant to section 6.2.1 above, and any failure or waiver on foodora's part to levy one or more Charges from time to time does not constitute forfeiture of the right to levy such Charges (including but not limited to Sanction Fees).
- 6.2.3 It is of utmost importance to foodora and the Customers that Orders are accepted, prepared, and delivered or made available for Pick-Up in a timely manner and without errors. This goes to ensure not only good customer experience, but also compliance with mandatory consumer laws, and to avoid the need to compensate or refund Customers by foodora. It is equally important that no such Products are featured in the Assortment that are not actually available, that Orders that cannot be fulfilled accordingly are not accepted, and, most importantly, that accepted Orders are not cancelled. For the foregoing reasons foodora applies sanctions fees on the Partner as set out in subsections a) through c) ("**Sanction Fees**").
 - a) For each Order in the fulfilment of which the Partner is deemed to have been late by at least 15 minutes, foodora may charge from the Partner:

- i. EUR 4 for each Order in the event of a lateness of more than 15 but not more than 20 minutes;
 - ii. EUR 6 for each Order in the event of a lateness of more than 20 but not more than 25 minutes;
 - iii. EUR 8 for each Order in the event of a lateness of more than 25 but not more than 30 minutes; and
 - iv. EUR 10 for each Order in the event of a lateness of more than 30 minutes.
- b) For each Order declined or deemed to have been declined by the Partner, foodora may charge from the Partner:
- i. EUR 1 for each Order declined by the Partner; and
 - ii. EUR 3 for each Order deemed declined by the Partner due to the Partner not having accepted or declined such Order within 5 minutes.
- c) For each Order accepted and then cancelled by the Partner or deemed to have been cancelled by the Partner due to the Customer requesting cancellation from foodora of an Order that has been substantially delayed, where such delay was caused by the Partner, foodora may charge from the Partner EUR 6.

6.2.4 For the avoidance of any doubt, the Sanction Fees are in addition to all other Charges, costs, or expenses payable by the Partner including, but not limited to, refund, rebooking, and redelivery costs, and compensation payable to the Customer, as applicable.

6.2.5 Unless otherwise provided by the Agreement, all prices, charges, and amounts stated in the Agreement are exclusive of VAT. Statutory VAT is charged on all prices, charges, and amounts, when applicable.

6.3 Purchase price

6.3.1 The amount to be paid by foodora to the Partner for Products and any delivery services provided by the Partner (the "**Purchase Price**") is equal to the Total Order Value excluding VAT minus the Service Fee.

6.3.2 The "**Total Order Value**" for Orders made subject to foodora Delivery or Pick-Up is the sum of the value (based on the Recommended Price or the price set by foodora in accordance with section 6.1.4 and taking into account campaigns or other discounts funded by the Partner) of all correctly delivered Products, during the Relevant Period after deducting the sum of any refunds, compensation (including issued compensation vouchers) and redelivery for deficient, faulty, incorrect or, missing Products (as set out in section 4.6.3), returns or other adjustments to Orders processed during the Relevant Period.

6.3.3 The "**Total Order Value**" for Orders made subject to MarketPlace Delivery is the sum of the value (based on the Recommended Price or the price set by foodora in accordance with section 6.1.4 and taking into account campaigns or other discounts applied at the cost of the Partner) of all correctly delivered Products, MOV and any delivery services provided by the Partner to foodora, during the Relevant Period after deducting the sum of

any refunds, compensation (including issued compensation vouchers) and redelivery for deficient, faulty, incorrect, or missing Products (as set out in section 4.6.3), returns or other adjustments to Orders processed during the Relevant Period.

6.3.4 Promotions or other price adjustments agreed between the Parties may affect the amounts on which the Service Fee is calculated or deducted from. However, any discounts, vouchers or deals funded by foodora and offered to the Customer will not be taken into account when calculating the Service Fee, unless otherwise agreed between the Parties.

6.3.5 Statutory VAT charged on the Purchase Price and stated on the self-invoicing invoice issued according to section 6.4.1 below, is fully deductible for foodora.

6.4 Self-invoicing and invoicing

6.4.1 The Partner authorises foodora to issue invoices on behalf of the Partner for sold Products and services during any given Relevant Period in accordance with the Finnish Value Added Tax Act (1501/1993, as amended).

6.4.2 foodora issues an invoice to the Partner for other Charges (with statutory VAT chargeable on such supply) which foodora is entitled to for the Relevant Period.

6.4.3 The Partner is deemed to have accepted any issued invoice unless the Partner disputes the invoice in writing within seven (7) days of receipt.

6.5 Payment

6.5.1 Payment by foodora to the Partner is made to the bank account designated by the Partner up to four (4) times a month as agreed with the Partner.

6.5.2 Where four (4) payments are to be made per month, such payments are made based on Orders placed during the following periods:

- a) from the 1st to and including the 7th day of the month;
- b) from the 8th to and including the 15th day of the month;
- c) from the 16th to and including the 22nd day of the month; and
- d) from the 23rd to and including the last day of the month.

6.5.3 Where two (2) payments are to be made per month, such payments are made based on Orders placed during the following periods:

- a) from the 1st to and including the 15th day of the month; and
- b) from the 16th to and including the last day of the month.

6.5.4 Where one (1) payment is to be made per month, such payment is made based on Orders placed during the preceding calendar month.

6.5.5 Each period referred to in sections 6.5.2 through 6.5.4 above is separately referred to as the "**Relevant Period**". In addition, foodora will transfer compensation for each calendar month for missing Orders and/or reduce payments for adjusted Orders, when applicable.

6.5.6 foodora transfers the self-invoiced amounts pursuant to section 6.4.1 above after deductions for invoiced amounts pursuant to section 6.4.2 and other debts that the Partner has to foodora, as reflected in the invoices

issued by foodora pursuant to section 6.4 above no later than seven (7) banking days from the end of the Relevant Period.

- 6.5.7 If no remuneration is payable by foodora to the Partner for the Relevant Period, foodora is entitled to invoice the Partner for agreed Charges accrued during the Relevant Period for the Partner's payment subject to 20 days' payment period.
- 6.5.8 If the Partner is late in making payment, penalty interest is payable in accordance with the Finnish Interest Act (633/1982, as amended). foodora is entitled to set off any due and unpaid amounts invoiced against future payments.

7 Confidentiality

- 7.1 The Parties undertake not to disclose to a third party any confidential information received by one Party from the other for a period of five (5) years from the date of disclosure of such information. The duty of confidentiality includes that the Partner undertakes not to share any information of the contents of the Agreement and any further information received by the Partner in respect of foodora or its systems or services, or in respect of any third party (including but not limited to other partners of foodora).
- 7.2 The duty of confidentiality does not include:
 - a) information that at the time of disclosure is generally known or has become generally known in a manner other than by breach of the Agreement;
 - b) information provided by either Party on a non-confidential basis;
 - c) information that either Party is obliged to make public by law or by order of a regulatory or state agency as interpreted by the receiving Party based on guidance available at the relevant time or by rules of any listing authority or stock exchange to which the receiving Party is subject; and
 - d) information whose disclosure either Party has approved in writing in advance.

8 Intellectual property rights and marketing

8.1 Rights

- 8.1.1 foodora or its licensors holds all rights, including intellectual property rights, to the Platform and the Technical Equipment and the software included therein. The same applies to information developed by foodora on the Platform.
- 8.1.2 The Agreement shall not be construed to imply a transfer or assignment of ownership, title, copyright, or other intellectual property rights to the Partner. The Partner may not use, copy, modify or otherwise handle any intellectual property rights belonging to foodora, nor transfer, assign or grant a third party any rights to such intellectual property rights, except as permitted in writing by foodora.
- 8.1.3 foodora is entitled to use texts, logos, images, and other material made available by the Partner for publication on the Platform or otherwise made available under or in connection with the Agreement for marketing purposes. However, title to the material made available by the Partner remains with the Partner. The Partner is responsible for ensuring that its material does

not infringe the rights of any third party or contravene Applicable Regulations and shall indemnify and hold foodora harmless of any costs or claims, including legal fees, resulting from infringement of intellectual property rights of a third party or due to breach of Applicable Regulations. In the event of any claims or allegations being made to foodora in respect of the use of any such intellectual property right, foodora has the right to cease from using and marketing such intellectual property right by, including but not limited to, immediately suspending the Partner or Products from the Platform and/or take any other reasonable action to mitigate such claims.

8.2 Photographs

- 8.2.1 Where applicable, the Partner shall ensure that foodora, or a contractor engaged by foodora, is given the opportunity to photograph the Products (the "**Product Photographs**"). foodora shall have the right to invoice reasonable actual costs incurred by it for a scheduled photoshoot that has not taken place due to the Partner.
- 8.2.2 Copyright and title to the Product Photographs shall vest with foodora, and the Partner's right to use Product Photographs does not entail any ownership or other rights for the Partner other than those explicitly stated herein.
- 8.2.3 foodora is entitled to use the Product Photographs for marketing purposes on the Platform or otherwise for marketing under the Agreement. The same applies to use any stock photographs, example photographs and, e.g., images created by foodora with artificial intelligence, in the absence of Product Photographs.
- 8.2.4 In agreement with foodora, the Partner may obtain a limited, revocable, non-transferable, and non-exclusive licence to use the Product Photographs (the "**Licence**") on its own website, marketing materials such as flyers, online and offline campaigns etc., to demonstrate what the Products look like. In such use of the Product Photographs, the Partner is obliged to credit foodora and the photographer of the relevant Product Photographs. For the avoidance of any doubt, the Partner has no right to use Product Photographs for marketing or sales through third parties.
- 8.2.5 In agreement with the Partner, foodora may charge the Partner a fee for the Licence. foodora will invoice the Partner such fee in accordance with section 6.4 and may deduct the fee from amounts payable by foodora pursuant to section 6.5.
- 8.2.6 Upon termination of the Agreement, the Licence will lapse with immediate effect and the Partner must immediately cease using the Product Photographs.
- 8.2.7 If the Partner uses Product Photographs in a manner not permitted under the Agreement, foodora is entitled, in addition to its other statutory and contractual rights, to receive damages from the Partner and to revoke the Partner's right to use the Product Photographs pursuant to section 8.2.4 above.
- 8.2.8 If the Partner breaches a License or without a License uses Product Photographs in a manner requiring a License, the Partner shall pay foodora EUR 1,500 in liquidated damages for each such breach on top of any

compensation foodora is entitled to as set out in section 8.2.7 or other damages that foodora is entitled to.

8.3 Marketing of the Platform

- 8.3.1 foodora reserves the right to carry out its own campaigns to Customers. Should such campaigns impose effort or responsibility on the Partner, the Partner will be informed accordingly.
- 8.3.2 In marketing the Platform, foodora is entitled but not obliged to use the Partner's name and trademarks in various marketing channels.
- 8.3.3 The Partner undertakes to provide foodora with information requested by foodora or any other information the Partner deems fit and suitable to present via the Platform or in other marketing channels. However, foodora has no obligation to show such information on the Platform.
- 8.3.4 The Partner shall continuously market the Platform in and outside its places of business using stickers or other marketing materials supplied by foodora. The Partner shall also market the Platform in its own marketing materials in consultation with foodora.
- 8.3.5 All marketing materials relating to the Arrangement or the Platform that are produced by the Partner, including but not limited to images, texts, banners, advertisements, signs, newspaper articles, advertising films, etc., whether in written or digital form, shall be approved by foodora prior to display of the material. Such approval does not relieve the Partner from its obligation to comply with Applicable Regulations, including but not limited to marketing, advertisement and copyright laws and the Partner undertakes to indemnify and hold foodora harmless of any claims and costs, including legal fees, resulting from infringement of any intellectual property rights of a third party or due to breach of Applicable Regulations.
- 8.3.6 foodora may at any time, at its sole discretion, demand that the Partner cease the marketing of the Platform and any eventual use of the foodora's (or the Delivery Hero group's) trademarks, whereupon the Partner shall immediately end such use and return all material, including but not limited to stickers and other marketing materials, to foodora.

8.4 Brand Partners

Each Brand Partner shall ensure that it has all the rights necessary to operate under the relevant franchise and/or brand and use the relevant trademarks and/or other intellectual or other property for its business. Each Brand Partner shall ensure that such rights extend to marketing and sales on the Platform and related marketing of the Platform and shall bear any costs in connection therewith.

8.5 Marketing Products

- 8.5.1 Marketing Products can be ordered by the Partner directly from foodora or in the Partner Portal based on availability. Marketing Products may be subject to separate terms.
- 8.5.2 The Partner is responsible for all orders of Marketing Products made by or on behalf of the Partner through the Partner Portal.

- 8.5.3 foodora will invoice the Partner the fees for any ordered Marketing Products in accordance with sections 6.4 and 6.5, and such fees may be deducted from amounts payable by foodora.

9 Personal data and access to other data

- 9.1 In addition to the information presented on the Platform, a Customer may be informed of the Partner's name, address, VAT registration number and contact details on receipts, order confirmation or otherwise.
- 9.2 When the Partner uses the Platform, foodora gains access to certain data on the Partner's employees which may be considered personal data and other data relating to the Partner and its use of the Platform, such as information on Orders and the Assortment. foodora processes any personal data in accordance with its privacy statement applicable from time to time. Further, foodora processes other data to which it has access, such as data generated through the Cooperation, e.g., data regarding Orders and the Assortment that the Partner, when making the Assortment etc. available, cannot opt out of sharing or generating on the Platform. The handling can, inter alia, take place via the Partner Portal where the Partner receives sales statistics and via other services that foodora provides to its Partners for the comparison of data at an aggregated level.
- 9.3 In performing the Agreement and to carry out Orders, the Partner gains access to personal data belonging to Customers, e.g., Customers' names, telephone numbers and addresses or other information provided by Customers that are considered necessary to perform the service of food delivery and pick-up. The Partner is aware that it is controller for its processing of personal data within the scope of Orders and use of the Platform and the Arrangement under the Agreement and is responsible for acting in accordance with the EU General Data Protection Regulation 2016/679 (GDPR), as well as other applicable data protection legislation, and that the privacy statement on the Platform does not permit the Partner to: (a) carry out any processing for other purposes than handling Orders; (b) use Customers' data for marketing purposes; or (c) to contact the Customer directly or indirectly other than for the purpose of fulfilling Orders. foodora is controller for its own processing of personal data within the scope of Orders, the use of the Platform and the Agreement.
- 9.4 After termination of the Agreement, foodora processes personal and other data provided by the Partner or generated by the Partner's use of the Platform only at an aggregated level.
- 9.5 In the event of a breach of any applicable data protection legislation by the Partner or any employees, agents or subcontractors of the Partner, the Partner shall indemnify and hold foodora harmless against any claims made by any authorities or third parties against foodora, including legal fees and the enforcement of this section 9.
- 9.6 The Parties shall comply with article 33 of the GDPR.

10 Transfers

- 10.1 The Partner is not entitled to transfer or assign its rights or obligations under the Agreement to another party

without foodora's written consent. If transfer or assignment occurs without foodora's consent, foodora is entitled to terminate the Agreement with immediate effect.

- 10.2 If the Partner's business essential to the Arrangement is transferred to a third party, the Partner must notify foodora no later than two (2) weeks before the transfer to allow foodora to initiate negotiations to conclude an agreement with said third party. foodora has no obligation to begin negotiations and may terminate the agreement with immediate effect upon transfer. A transfer may be subject to administrative fees. foodora may also require that the Agreement is transferred in the business transfer.
- 10.3 foodora is entitled, without the Partner's approval, to wholly or partly transfer or assign the Agreement or rights and/or obligations under the Agreement, to companies within the Delivery Hero group as well as to utilise third parties carry out measures that foodora is responsible for under the Agreement.

11 Term and termination

- 11.1 The Agreement takes effect upon having been duly executed by both Parties and is valid until one (1) month's notice by either Party. Termination shall be done in writing. The Parties may separately agree that the Partner will not be obligated to use the Platform during the notice period. foodora is not obligated to complete any onboarding process or menu changes in relation to the Partner during the notice period but if foodora chooses not to complete any onboarding process or menu changes, the Partner will no longer be obliged to use the Platform during the notice period.
- 11.2 Without limitation to any other right under these Terms, foodora is entitled to terminate the Agreement with immediate effect if:
- the Partner is in material breach of its obligations under the Agreement, for example by not complying with mandatory Applicable Regulations, lacking Permits, giving misleading or insufficient information about allergens, ingredients or origin of meat, or having recurring deficiencies in ordering, quality, delivery or service;
 - foodora has grounds to immediately terminate any other agreement in place between the Partner and foodora;
 - the Partner is declared bankrupt, enters into a composition/voluntary arrangement, goes into liquidation or is otherwise found to be insolvent;
 - foodora has reasonable grounds to suspect that the Partner, or its affiliates or representatives, are or have been engaged in illegal (such as criminal) activities; or
 - the Partner has engaged in inappropriate conduct or behaviour towards (i) foodora, its employees, partners (such as Riders) or Customers or (ii) the Partner's employees, including, but not limited to, sexual or other harassment, extortion, exploitation, racism, discrimination, defamation, slander, libel, or threatening with violence.

- 11.3 Termination of the Agreement does not release either Party from its obligation to pay debts incurred during the term of the Agreement.
- 11.4 Any Charges, costs or expenses paid by the Partner shall not be refunded upon termination, transfer, or assignment of the Agreement.
- 11.5 Following termination of the Agreement, the Partner shall without undue delay return any Technical Equipment (including but not limited to tablet/Wi-Fi printer) and return to foodora (or, if expressly instructed by foodora, destroy) all copies and images of the Product Photographs. If any Technical Equipment has not been returned within seven (7) days from the expiry of the Agreement or upon any replacement Technical Equipment being provided to the Partner, foodora is entitled to charge the Partner EUR 200 per unreturned Technical Equipment. The sum will be invoiced and may be withheld and/or set off against any remaining payments. Any charges collected do not release the Partner from its obligation to return the Technical Equipment. The same applies to any costs or damages that foodora may suffer as a result of the Partner's refusal to comply with any other obligations in this section 11.5.

12 Entire agreement, amendments, etc.

- 12.1 The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. All written or oral undertakings and commitments preceding the Agreement are superseded by the contents of the Agreement.
- 12.2 foodora is entitled at any time to amend the Charges set out in the Agreement subject to notice in accordance with section 17.
- 12.3 foodora is also entitled to make other revisions and/or amendments to the Agreement, i.e., including these Terms, subject to notice in accordance with section 17.
- 12.4 Any revisions and/or amendments pursuant to section 12.2 and 12.3 are to take effect between the Parties 15 days after foodora has notified the Partner. If the Partner does not accept the revisions and/or amendments, it is entitled to terminate the Agreement. If the Partner chooses to exercise its termination right, foodora is not obligated to pay any compensation due to the termination. Notice of termination must be given in writing. If termination has not taken place before the revisions and/or amendment of the Agreement, i.e., including these Terms, takes effect, the Partner will be deemed to have accepted the revisions and/or amendments. No notice period applies when the revisions and/or amendments are subject to changes in laws or regulations or where needed to address unforeseen and imminent danger related to defending the use of the Platform and arrangement under the Agreement, and/or consumers or Partners from fraud, malware, spam, data breach or any other cyber security risk.
- 12.5 If any provision of the Agreement or part thereof is found to be invalid, this will not invalidate the whole Agreement. Instead, to the extent the invalidity materially impacts a Party's gain or performance under

the Agreement, the Agreement is to be reasonably revised.

- 12.6 foodora's failure to exercise any right or draw attention to any situation under the Agreement does not imply that foodora has waived its rights in that respect.

13 Liability

- 13.1 The Partner is responsible for the Products' quality, nature, and other characteristics. foodora does not carry out its own checks of the Products in connection with foodora Delivery. The Partner is also liable for defects in the Products and harm incurred by foodora, any Customer and/or any other third party due to Products sold via the Platform, in accordance with the Agreement and applicable product liability laws and regulations.
- 13.2 Save for as otherwise set out in these Terms, if foodora receives complaints concerning Products, foodora is entitled to remedy any deficiency or reimburse the Customer in a way that foodora deems suitable, and the Partner shall reimburse foodora in accordance with this section 13 and foodora may deduct such amounts from the remuneration to be paid under section 6.3. foodora is also entitled to refer the Customer to contact the Partner in case of complaints.
- 13.3 The Partner shall defend and hold foodora harmless in relation to all claims, damages, penalty charges, costs, and expenses (including legal fees) that foodora incurs due to breach by the Partner of the Agreement, any other agreement between the Parties, or current law or regulation.
- 13.4 Except for breaches of sections 7, 9.3 and 13.3, each Party's liability under the Agreement is limited to direct damage. Hence, in these cases the Parties are not liable for indirect damage such as loss of trade profit, reduced turnover/sales, or loss of goodwill. foodora's total liability for damages under the Agreement is not in any case to exceed EUR 5,000 per calendar year during the term of the Agreement. The limitations of liability set out in this section 13.4 do not apply in cases of intent or gross negligence.
- 13.5 Any claims by the Partner against foodora must be made within one (1) month from the event.
- 13.6 foodora is under no circumstances liable for fraudulent Orders or Orders otherwise made by Customers in bad faith.

14 Force majeure

Neither of the Parties are obliged to perform their respective undertakings in the Agreement if they are prevented from doing so by a force majeure event, including but not limited to epidemics, pandemics, industrial disputes, strikes, lockouts, riots, insurrections, war, terrorist action, cyber-attacks, fire, flood, embargo or by order of a public agency or law or other circumstances beyond the Parties' control. If the Parties' performance of their undertakings is delayed by more than one (1) month as a result, either Party is entitled to terminate the Agreement with immediate effect without incurring any liability towards the other Party.

15 Contractual loyalty

- 15.1 The Parties undertake to always act in good faith when performing their obligations under these Terms and when performing services under the Arrangement.
- 15.2 The Partner is further expected to be loyal to foodora as a contracting party and not take actions that are disloyal and in conflict with foodora's legitimate interests. foodora reserves the right to terminate the Agreement with immediate effect if objectively acceptable grounds exist based on disloyalty. Such disloyal acts may include, but are not limited to, the Partner publicly referring to foodora in negative terms instead of seeking to solve any differences directly with foodora, the Partner using Orders or other customer data obtained through or from foodora for the purpose of marketing its own online food ordering, delivery or pick-up services or assisting third parties to prepare or conduct marketing targeted against foodora (including by providing flyers, coupons or the like with Orders and/or contacting Customers directly), or where Orders are given lower priority or are cancelled in favour of orders from third parties, or other unfair or improper practices or marketing in order to persuade Customers to use other similar services.

16 Contact

- 16.1 Any contact person specified by the Partner in the Main Document shall be the Partner's representative in relation to all matters and communications under the Agreement, unless otherwise agreed in writing between the Parties. The Partner confirms that such contact person has full authority to decide on measures required for performance and completion of Orders and information provided by or on behalf of the Partner on the Platform, as applicable. The Partner shall inform foodora of any change to its contact person or its contact person's contact details. Upon foodora's request, the Partner shall provide foodora with documentation confirming any (new) contact person's authority.

17 Notices

Notices under the Agreement are to be delivered by courier, registered letter, or email.

18 Governing law and dispute resolution

- 18.1 The Agreement has been established and is to be interpreted in accordance with Finnish law.
- 18.2 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. However, at the request of a party, the Arbitration Institute of the Finland Chamber of Commerce may determine that the Arbitration Rules of the Finland Chamber of Commerce shall apply instead of the Rules for Expedited Arbitration, if the Arbitration Institute considers this to be appropriate taking into account the amount in dispute, the complexity of the case, and other relevant

circumstances. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish.

18.3 Any arbitral proceedings are subject to confidentiality. Such confidentiality extends to all information adduced during the proceedings, as well as any ruling or award issued in connection with the proceedings.

18.4 In all circumstances, foodora's clear and due claims for compensation for non-payment may be collected by means of an application for an order for payment to the authority responsible for collecting claims or via a court of general jurisdiction.

19 Effective date

These Terms apply from 23 May 2024 and supersede all earlier general terms and conditions that apply to the Main Document.