



## GENERAL TERMS FOR PARTNER AGREEMENTS - SHOPS (December 2020)

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

### 1. INTRODUCTION

- 1.1. Foodora AB, Reg. No. 559007-5643 ("**foodora**"), makes available a platform (the "**Platform**") that is available at [www.foodora.se](http://www.foodora.se) and via foodora's mobile app and that enables businesses and individuals ("**Customer(s)**") to order food, drink and other products ("**Products**") directly from the Partner's point of sale.
- 1.2. By this Agreement the Partner joins foodora's Platform and network and undertakes to through its point(s) of sale sell, prepare and pack, and also, where applicable, deliver Products as ordered by Customers ("**Orders**") via the Platform, in accordance with the provisions of the Agreement (the "**Arrangement**").
- 1.3. The Main Document states whether deliveries are to be made by the Partner (*MarketPlace*) or foodora (*foodora Delivery*).

### 2. GENERAL

- 2.1. foodora's service to the Partner consists of conveying Orders from Customers to the Partner via the Platform, and the Partner sells the Products and any delivery it carries out in relation to an Order directly to the Customer in its capacity as seller. foodora does not act on behalf of the Customer and any agreement entered into between the Partner and the Customer are subject to the applicable terms available on the Platform at the time of the Customer placing the Order.
- 2.2. In the event of conflicting information between the Main Document and the Terms, the Main Document is to take precedence. In the event of conflicting information between the Main Document and its 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 above, unless otherwise stated.
- 2.3. The Parties undertake to act loyally towards each other in order to maintain the credibility of the Parties in relation to the public and each Party's customers, business partners and other parties. Each Party must without delay notify the other Party if there is a risk of detriment to such credibility.
- 2.4. The Partner is responsible for supplying and, if applicable, delivering the Product(s) set out in the Order in accordance with the Terms. By accepting an Order, the Partner enters into a binding contract with the Customer for purchase of the Product(s), as well as any delivery services ordered. foodora is not liable for the Partner's performance of the contract with the Customer.
- 2.5. The Partner is responsible for ensuring that the members of its

staff who are involved in the Arrangement are informed of the Agreement and trained in relation to the Arrangement.

- 2.6. foodora provides a system via *Partner Service* for complaints, under which the Partner is able to submit complaints concerning alleged deficient performance of foodora's obligations pursuant to the European Parliament and Council Regulation 2019/1150, technical problems impacting the Partner's ability to use the Platform, and measures or specific behaviour concerning provision of the Platform that impact the Partner. Once foodora has dealt with a complaint, the Partner is notified of the result. *Partner Service* is reached at [partner@foodora.se](mailto:partner@foodora.se).
- 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 its sales, statistics, etc., in order to carry out Orders.

### 3. FOODORA'S UNDERTAKINGS AND RIGHTS

#### 3.1. The Platform

- 3.1.1. When the Partner joins the Platform, foodora gives the Partner access to the Platform and provides hardware or software that enables the Customer's Order 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 during the term of the Agreement. foodora is not liable to pay compensation to the Partner for any downtime or deficiencies /defects in the Platform or the Technical Equipment.
- 3.1.3. foodora reserves the right to limit the number of Products made available by a Partner on the Platform due to practical functions and abilities, and to ensure customer experience. foodora may also restrict or reject Products on the Platform which are unlawful or which foodora otherwise do not consider to be aligned with foodora's values and beliefs.
- 3.1.4. foodora is entitled to publish content that the Partner or a Customer has posted on the Platform in the form of reviews, comments or other publication of material. foodora is further entitled to edit or delete material that foodora considers to be insulting or offensive, is unlawful, markets another supplier's order platform online or has no other connection to the Platform's area of application.
- 3.1.5. foodora is entitled to unilaterally change domain name and websites participating on the Platform.
- 3.1.6. Products available via the Platform are exposed to the Customer in accordance with the Customer's search filters and foodora's current ranking of Partners and their point(s) of sale and products on the platform ("**Ranking**"). Ranking is based primarily on the parameters paid placement, opening hours and distance from the Customer to ensure the best customer experience. Partners are able to influence Ranking by agreeing on paid placement with foodora.
- 3.1.7. foodora may also provide better visibility as part of foodora's own marketing campaigns and for newly added Partners on the Platform and may use different interfaces for certain partners. The Customers will however always be able to tailor their search filters.



### 3.2.Orders

3.2.1.foodora performs a quality control on the customer details given for each Order to avoid incorrect Orders being sent to the Partner. foodora is however under no circumstances liable for that Orders may be incorrect or fraudulent.

3.2.2.In connection with an Order, foodora issues a receipt and/or invoice to the Customer on the Partner's behalf, which is transmitted digitally directly to the Customer. Hence, the Partner shall not provide the Customer with any receipt or invoice in conjunction with Orders.

### 3.3.foodora Delivery

3.3.1.For Orders for which foodora provides delivery to Customers (*foodora Delivery*), foodora's riders, including any third-party contractor designated by foodora, (each referred to as a "**foodora Rider**") will pick up the Order from the Partner's point of sale on or about the time indicated in the Partner's app and ensure that the Order is delivered to the Customer in the state a reasonable customer would expect for that type of Product and the means of transport used, subject at all times to the Partner complying with clause 4.4.3 below.

3.3.2.Upon failure by foodora Riders to pick up the Order in accordance with clause 3.3.1 above, which results in a Partner restaurant having to prepare the relevant meal ordered again, foodora will compensate the Partner with 40% of the price of the relevant meal as listed on the Platform at the time of the relevant Order. Such amount will be paid in connection with payment as set out in clause 6.4 below.

## 4.THE PARTNER'S UNDERTAKINGS

### 4.1.Marketing of Products

The Partner undertakes to make its current Assortment available to Customers via the Platform during the term of the Agreement in accordance with the terms of the Agreement.

### 4.2.Information about the Partner

4.2.1.The information about the Partner forming the basis for the Arrangement and for the information about the Partner given on the Platform is set out in the Agreement. The information is to be provided by the Partner on the date of the Agreement ("**Contract Date**").

4.2.2.The Partner is responsible at all times for ensuring the information is complete and correct, and undertakes to notify foodora of any changes in such information without undue delay.

### 4.3.The Platform and the Technical Equipment

4.3.1.During the term of the Agreement the Partner must possess the technical equipment 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 and software work.

4.3.2.During the term of the Agreement the Partner is to use the Technical Equipment and other technical systems provided or as directed by foodora and pay necessary licence fees for such systems. foodora is entitled to impose charges for misuse of the Technical Equipment.

4.3.3.If technical or any other problems arise with the Platform or the Technical Equipment which prevents the Partner from performing its undertakings pursuant to the Agreement, the Partner must immediately notify foodora of this, in order for foodora to take actions to remedy any problems.

4.3.4.The Partner shall ensure to remain available via phone and/or chat during operating hours in order for foodora to at all times be able to contact the Partner if any issues or problems should arise.

### 4.4.Orders

4.4.1.The Partner must confirm receipt of an Order within five (5) minutes of receiving it. If a Product is not available, the Partner must immediately decline the Order and disable/mark the Product as unavailable directly on the applicable Technical Equipment, in the vendor app or otherwise notify foodora by appropriate means.

4.4.2.Where the Partner itself is responsible for delivering Orders (*MarketPlace*), the Partner must prepare, pack and deliver agreed Orders directly to the Customer upon receipt of an Order.

4.4.3.Where Orders are to be delivered by foodora Riders the Partner must, following receipt of an Order, prepare and pack the Products for collection at the time stated in each Order. The partner shall ensure that the Products are packed in a sufficient manner suitable for the means of transport used by foodora Riders.

4.4.4.For Orders where the Customer has chosen to pick up the Order directly from the Partner's point of sale via the Platform (Pick-Up), the Partner must pack and make the Products available for the Customer's pick up at the time specified for the Order.

4.4.5.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.

4.4.6.The Partner must forward feedback and any complaints both from Customers and from the Partner to foodora without delay.

### 4.5.Compliance and information provided to Customers

4.5.1.The Partner alone 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 advisories issued by public agencies, as well as self-implied requirements and self-control programs (collectively "**Applicable Regulations**"). During the term of the Agreement the Partner must at all times hold all permits, licences and registrations (collectively "**Permits**") applying to its business, including any Permits necessary for foodora and the Partner to offer, market, supply and/or deliver the Products to Customers. In addition, during the term of the Agreement the Partner must be approved for business tax status (*F-skatt*) and registered 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.

4.5.2.The Partner is responsible for ensuring that its Products and marketing of them meet Applicable Regulations. Hence, 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 the Customer is correct and compliant with Applicable Regulations, including but not limited to information about nutrition and allergens in food in conjunction with the sale of food, drink and other foodstuffs, as well as possible user manuals, warranty information and instructions how to use the Products.

4.5.3.If a Partner refers foodora to an external database ("**External Database**") such as Validoo, Anti-Allergen or the like as a source of information, the Partner is responsible for ensuring that the information provided to foodora from that External Database is true and correct.

4.5.4.Where applicable, the Partner is responsible for ensuring that foodora has up to date contact details, including telephone numbers, in order for Customers to contact the Partner to obtain additional information in respect of the Partners Products during times when these can be ordered via the Platform.

4.5.5.The Partner is responsible for keeping foodora informed at all times about current laws, ordinances and other applicable regulations governing sale and delivery of the Products made available by the Partner on the Platform insofar as they place obligations on foodora within the scope of the Arrangement.

4.5.6.If the Partner fails to perform undertakings in this clause 4.5, foodora is entitled at its own discretion to remove relevant Products and/or exclude the Partner from the Platform until the failure is remedied or, if foodora so chooses, to terminate the Agreement under clause 11.2 below. Compensation for breach of this clause 4.5 is payable in accordance with clause 13.3 below.

#### 4.6.Age-restricted Products

The Partner undertakes to continuously inform foodora about its procedures for sale of Products subject to age restrictions by law or as decided by the Partner.

#### 4.7.Position in relation to certain Products

The Partner undertakes to inform foodora if specific obligations exist in relation to foodora's delivery of certain Products to Customers under current laws, ordinances and other applicable regulations. foodora 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 entitled to return goods not delivered in accordance with this clause 4.7 pursuant to clause 4.8.3 below and current returns policy.

#### 4.8.Complaints, returns and warranty claims

4.8.1.The Partner is responsible for ensuring that the Product is free of defects and otherwise in agreed condition, and that, where applicable, the Product is delivered in accordance with the agreed and accepted Order. The Partner is responsible for accepting and managing complaints, returns and refunds for Products in accordance with consumer legislation in force from time to time, and to the extent that the Partner has physical point(s) of sale, the Partner shall accept returns at the point(s) of sale.

4.8.2.foodora provides information to the Customer concerning the statutory right of withdrawal and can offer, on the Partner's behalf, to arrange for any refunds or returns, provided the Partner complies with foodora's instructions and policies in force from time to time concerning returns and refunds. foodora is entitled to levy administrative charges on the Partners for processing returns in accordance with current policies. If the Partner does not comply with foodora's

instructions and current policies, foodora is under no obligation to repay any service charges or other costs or charges relating to the Order to the Partner.

4.8.3.The Partner must accept return of Products in the following instances:

(a) when the Customer exercises their statutory or contractual right of withdrawal;

(b) when the Customer, where applicable, is unable to produce valid identification on delivery, or the courier otherwise reasonably decides they are prevented under applicable regulations from delivering the Products to a Customer; and

(c) when the Customer cannot show that they are of age and meeting any requirement stipulated by law or the Partner itself in order to buy the Product.

In the case of returns pursuant to (b) or (c) above, the Partner is obliged to notify foodora that a return has been received in accordance with current instructions.

4.8.4.The Partner is responsible for all complaints, defects and warranty claims concerning Products, and acknowledges that foodora may at any time refer the Customer to the Partner with regard to complaints or any warranty claims.

## 5.UPDATING AND PROVISION OF ASSORTMENT

### 5.1.Information and updating of assortment

5.1.1.The Partner is to provide foodora with correct and updated information about the Partner's current offering of Products ("**Assortment**"), including applicable sale and comparison prices (including statutory VAT) ("**Price List**").

5.1.2.When updates or changes are made to the Partner's Assortment (including but not limited to content) or the Price List, the Partner must immediately notify foodora for approval via the Partner Portal or by e-mail to [partner@foodora.se](mailto:partner@foodora.se).

5.1.3.foodora is not responsible for the accuracy of information concerning the Partner's Assortment displayed on the Platform. If a price on the Platform differs from the current Price List, foodora's only responsibility is to correct the price within a reasonable time from receiving written notification of the incorrect price from the Partner as per clause 5.1.2.

### 5.2.Maintenance of Assortment

The Partner undertakes at all times to keep a sufficient quantity of the Products featured in the Assortment available for Orders on the Platform, and to ensure that the Products are in good condition, including "best-before" dates, where applicable.

## 6.PRICES, CHARGES AND REMUNERATION

### 6.1.Pricing and payment

6.1.1.The Partner shall ensure that the prices provided in the Price List are comparable to the prices the Customer pays when placing orders directly from the Partner by website, mobile app or any other online platform operated by the Partner.

The requirement to provide comparable prices in this clause 6.1.1 ensure that the Customers are only paying for the specified delivery costs when placing an Order on the Platform, at the same time as foodora will be able to operate a viable business model when offering Customers to benefit from the efficiencies generated by the Platform in terms of facilitated search, increased choice and high service levels. foodora continually invests in the development and improvement of the Platform, and these limitations also 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 our investments in offering and improving our services.

6.1.2. foodora has the right to offer Customers discounts in relation to Products and Orders at foodora's sole cost. Furthermore, foodora may charge the Customer a service fee and a minimum order value ("**MOV**") applicable to Orders from *foodora Delivery Partners*. When determining applicable MOV for the Partner foodora takes into account the actual costs for foodora to provide its services.

6.1.3. foodora is entitled to collect payment from the Customer on the Partner's behalf provided that the Customer has chosen a payment method via the Platform for which this is required, e.g. by card payment or invoice payment.

## 6.2. The Charges

6.2.1. foodora is entitled to charge the Partner for the following charges and fees (collectively the "**Charges**"):

- (d) Start-up fee covering access to terminal holder including printer, and the Platform;
- (e) Monthly fee;
- (f) Service fee (commission) in accordance with 6.2.3 below or as otherwise provided for in the Agreement;;
- (g) Other charges and costs applicable from time to time as agreed between the Partner and foodora (e.g. for sale of goods, returns, advertising, vouchers or other offers made to Customers that are paid for by the Partner); and
- (h) Sanction Fees as set out in 6.2.4 below, if, for example, the Partner declines an Order that is not incorrect or otherwise fails to perform its undertakings under the Agreement in relation to ordering, quality or service provided to a Customer.

6.2.2. foodora is not obliged to levy Charges pursuant to 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 future right to levy such Charges (including but not limited to Sanction Fees).

### **Service fee**

6.2.3. foodora charges a service fee (commission) per Order. The fee is based on the value per Order including VAT, excluding any discounts or similar offers given by foodora. Where discounts and/or other campaigns aimed at Customers are paid for by foodora, these are excluded from the value for the Order when calculating the variable service fee, and the Order value is increased correspondingly, unless otherwise agreed between the Partner and foodora. Any delivery fee for delivery made by foodora to the Customer is not included in the Order value.

### **Sanction Fees**

6.2.4. In the event of repeated mistakes, deficient delivery or incorrect handling of Orders, foodora has the right to levy Penalty Charge in accordance with the following:

- (a) In the case of two (2) or more Orders that in total constitute at least 5% or more of the total number of Orders during the period referred to in clause 6.5.2 below (the "**Relevant Period**") subject to the following deficiencies or incorrect handling, a Penalty Charge of SEK 25 per incorrect Order may be charged:
  - i) incorrect Order (incl. wrong or faulty/defective Products)
  - ii) Product with short or expired best-before date
  - iii) missing Products of an Order

iv) insufficient packaging

(b) In the event of a delay of 10-30 minutes caused by the Partner for two (2) or more Orders that in total constitute at least 5% or more of the total number of Orders during the Relevant Period, a Penalty Charge of SEK 50 per delayed Order may be charged.

(c) In the event of a delay of more than 30 minutes caused by the Partner, a Penalty Charge of SEK 100 may be charged for each delayed Order.

(d) In case of two (2) or more declined Orders during the Relevant Period due to unavailable Product a Penalty Charge of SEK 25 may be charged.

(e) In case of two (2) or more declined Orders during the Relevant Period due to the Partner's unavailability a penalty fee of SEK 50 may be charged.

## 6.3. Calculation of remuneration and payment

The amount paid by foodora to the Partner correspond to the total value of all correctly delivered Orders paid for by Customers during the Relevant Period, less the Charges, including statutory VAT, the sum of any returns to Customers or other adjustments of Orders made by foodora during the Relevant Period, and all other debts owed to Foodora by the Partner.

## 6.4. Payment

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

6.4.2. For Orders placed from the 1st day of the current month to the 7th day of the current month inclusive, payment is made no later than the 15th day of the current month. For Orders placed from the 8th day of the current month to the 15th day of the current month inclusive, payment is made no later than the 22nd day of the current month. For Orders placed from the 16th day of the current month to the 22nd day of the current month inclusive, payment is made no later than the last day of the current month. For Orders placed from the 23rd day of the current month to the last day of the current month inclusive, payment is made no later than the 7th day of the following month.

6.4.3. Where two (2) payments are made per month, the first two and the last two periods are added together for payment no later than the 22nd day of the current month and the 7th day of the following month respectively.

6.4.4. Where one (1) payment is made per month, all periods are added together for payment no later than the 7th day of the following month.

6.4.5. If the specified payment date is not a banking day, payment will be made on the next banking day after the payment date specified above.

6.4.6. If no remuneration is payable by foodora to the Partner for the Relevant Period, foodora is entitled to invoice the Partner separately for Charges accrued during the Relevant Period for the Partner's payment within 20 days after receipt of the invoice. Unless otherwise provided by the Agreement, all prices and amounts stated in the Agreement are exclusive of VAT.

6.4.7. If the Partner is late in making payment interest on arrears is payable at a rate of eight (8) per cent. In addition, a reminder fee of SEK 50 will apply. Foodora is entitled to set off any due and unpaid amounts invoiced against upcoming or future payments.



## 7.CONFIDENTIALITY

- 7.1.The Parties undertake, without limitation in time, not to disclose to a third party any information received by one Party from the other. The duty of confidentiality includes the contents of the Agreement.
- 7.2.However, the duty of confidentiality does not include:
- 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;
  - information provided by either Party on a non-confidential basis;
  - information that either Party is obliged to make public, retain or maintain by law or by order of a regulatory or state agency;
  - 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 of ownership, title, copyright or other intellectual property rights are transferred or assigned 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, logotypes, 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 current legislation and shall indemnify and hold foodora harmless of any costs or claims, including legal fees, resulting from infringement of patent or other intellectual property rights of a third party or due to breach or non-compliance with current legislation.

### 8.2.Photographs of the Products

- 8.2.1.Where applicable, the Partner is to use its best efforts to ensure that foodora, or a contractor engaged by foodora, is given the opportunity to photograph the Products (the "Photographs"). foodora is entitled to use the Photographs for marketing purposes on the Platform or otherwise for marketing under the Agreement. Copyright and title to the Photographs shall vest with foodora.
- 8.2.2.The Partner is entitled to use the Photographs on its own website and points of sale in order to demonstrate what the Products look like.
- 8.2.3.If the Partner uses the 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 Photographs pursuant to clause 8.2.2 above.

### 8.3.Marketing

- 8.3.1.In marketing the Platform, foodora is entitled but not obliged

to use the Partner's name and trademarks in various marketing channels.

- 8.3.2.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.
- 8.3.3.The Partner shall continuously market the Platform in and outside its point(s) of sale using stickers or other marketing materials supplied by foodora. The Partner must also market the Platform in its own marketing materials in consultation with foodora.
- 8.3.4.All marketing materials and signage relating to the Agreement 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 all laws and regulations applicable from time to time, including but not limited to marketing, advertisement and copyright legislative framework.

## 9.PERSONAL DATA AND ACCESS TO DATA

- 9.1.In addition to the information presented on the Platform, the 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 personal data belonging to the Partner's employees, and also other data relating to the Partner and its use of the Platform, such as order information and Assortment. foodora processes personal data in accordance with its [privacy policy](#) from time to time in force.
- 9.3.In performing the Agreement and in order to carry out Orders, the Partner gains access to personal data belonging to foodora customers, e.g. the Customer's name, telephone number and address or other information provided by Customers that are considered necessary to perform the service of food delivery. A condition for foodora to share such personal data with the Partner is that the Partner only uses such personal data for the purposes of fulfilling the Orders, which excludes any other use of such data e.g. for marketing purposes. The Partner is aware that it is controller for its processing of personal data within the scope of the Arrangement 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. foodora is controller for its processing of personal data within the scope of the Arrangement.
- 9.4.The Partner does not have access to any data of any other of foodora's Partners, not even in an aggregated form.
- 9.5.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 aggregate level.
- 9.6.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 hereby indemnifies and shall hold harmless foodora against any claims made by any authorities or third parties against foodora, including attorney fees and the enforcement of this clause 9. The Partner and foodora shall comply with article 33 of the GDPR.



9.7. The data shared pursuant to this clause 9 is subject to confidentiality pursuant to clause 7 (*Confidentiality*).

## 10. TRANSFERS

- 10.1. The Partner is not entitled to transfer or assign its rights and 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 is transferred to a third party (the "Transferee"), the Partner must notify foodora no later than two (2) weeks before the transfer to enable foodora to initiate negotiations to conclude an agreement with the Transferee. foodora has no obligation to begin negotiations and may terminate the agreement with immediate effect upon 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 foodora group.

## 11. TERM OF THE AGREEMENT AND TERMINATION

- 11.1. The Agreement takes effect from the Contract Date and is valid until further notice subject to one (1) month's notice of termination by either Party. The Parties may separately agree that the Partner will not be obliged to use the Platform during the notice period.
- 11.2. Notwithstanding the provisions of clause 11.1 above, foodora is entitled to terminate the Agreement with immediate effect if:
  - (a) the Partner is in breach of its obligations under the Agreement, for example by having recurring deficiencies in ordering, quality, delivery or service, and has not remedied this within five (5) days of foodora notifying the partner of the breach;
  - (b) the Partner is declared bankrupt, enters into a composition/voluntary arrangement, goes into liquidation or is otherwise found to be insolvent or no longer holds permits necessary for its business, or
  - (c) the Partner has transferred its business or relevant point(s) of sale.
- 11.3. Notice of termination must be given in writing.
- 11.4. Termination of the Agreement does not release either Party from its obligation to pay debts incurred during the term of the Agreement.
- 11.5. The start-up fee and any other charges and costs paid by the Partner will not be refunded upon termination, transfer or assignment of the Agreement.
- 11.6. Following termination of the Agreement, the Partner must without undue delay return any Technical Equipment (including but not limited to surf tablet/Wi-Fi printer) to foodora, cease using the Photographs and return all copies and images of the Photographs to foodora or destroy all copies and images of the Photographs as expressly instructed by foodora. If any Technical Equipment has not been returned within seven (7) days from termination of the Agreement, foodora is entitled to charge the Partner SEK 2,000. The sum will be invoiced separately and may be set off against any remaining payment(s). Any charges made does not release the Partner from its obligation to return the Technical Equipment.

## 12. ENTIRE AGREEMENT AND MODIFICATIONS, 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 adjust the Charges set out in the Agreement. Adjustment is to be made by notification pursuant to clause 17 (*Notices*) below. The Charges can be adjusted subject to 15 days' prior notice. If the Partner does not respond to notification it has received within the notice period, the adjustment is deemed to have been accepted.
- 12.3. foodora is also entitled to make other amendments and/or supplements to the Agreement and/or the Terms by informing the Partner of such modifications and/or amendments by way of notification pursuant to clause 17 (*Notices*) below. The modifications and/or amendments are to take effect between the Parties 15 days after foodora has notified the Partner. If the Partner does not accept the modifications or amendments, it is entitled to terminate the Agreement. If the Partner chooses to exercise its termination right, foodora is not obliged to pay any compensation due to the termination. Notice of termination must be given in writing. If termination has not occurred before amendment of the Agreement and/or the Terms take effect, the Partner will be deemed to have accepted the modifications and/or amendments. No notice period applies when the amendments and/or supplements are subject to changes in laws and regulations or where needed to address unforeseen and imminent danger related to defending the Service, consumers or Partners from fraud, malware, spam, data breach or any other cyber security risk.
- 12.4. If the Partner submits Products and/or accepts Orders during the notice periods referred to in clauses 12.2 and 12.3 above foodora will consider any applicable notice period waived and the Partner is deemed to have accepted the notified changes and amendments.
- 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 adjusted.
- 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 the seller of the Products and is responsible for their quality, nature and other characteristics until they have been delivered to the Customer. The Partner is liable for defects in the Product and harm incurred by the Customer and/or any third party or foodora due to Products sold via the Platform, in accordance with this Agreement and applicable consumer and product liability laws and regulations.
- 13.2. In the event of complaints concerning food, drink, foodstuffs or other Products involving fresh produce (e.g. flowers), foodora is entitled to remedy the deficiency or compensate the Customer in the manner it reasonably finds appropriate. The Partner is to reimburse foodora for foodora's costs pursuant to this clause 13.2, which foodora can deduct from the remuneration to be paid under clause 6.3. foodora is also entitled to suggest to the Customer that they contact the Partner directly in relation to complaints.
- 13.3. The Partner shall defend and hold foodora harmless in relation



to all claims, damages, penalty charges, costs and expenses (including reasonable expenses for engaging legal counsel) that foodora incurs due to breach by the Partner of a provision of the Agreement or current law or ordinance.

- 13.4. Except for breaches of clause 7 (*Confidentiality*), 9 (*Personal and other data*) and the Partner's duty to indemnify under clause 13.3 above, each Party's liability under the Agreement is limited to direct damage. Hence, 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 an amount equivalent to one "price base amount" (*prisbasbelopp*) under the Swedish Social Insurance Code (2010:110) per calendar year. The limitations of liability set out in this clause do not apply in cases of criminal intent or gross negligence.
- 13.5. Any claims by the Partner against foodora must be made within two (2) months from the harmful event.

#### 14. FORCE MAJEURE

Neither of the Parties are to be 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 pandemics (including but not limited to COVID-19), industrial dispute, strike, lockout, riot, insurrection, terrorist action, 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. COMPETITION, ETC.

If the Partner chooses to cooperate with another online order platform supplier, foodora reserves the right to terminate the Agreement with immediate effect if objectively acceptable grounds exists, such as that the Partner conducts, or prepares third parties the opportunity to conduct, unfair or improper marketing in order to persuade customers to use other ordering forms that as provided for by foodora.

#### 16. CONTACT

- 16.1. The contact person specified by the Partner in the Agreement is responsible for the Arrangement under the Agreement and is the primary point of contact in matters concerning the Arrangement, unless otherwise agreed in writing between the Parties. The contact person must have full authority to decide on measures required for performance and completion of the Arrangement.
- 16.2. If the Partner has questions concerning the Arrangement, the Partner should contact foodora's support function *Partner Service*, telephone number +46 (0)8 121 59330 or by e-mail at [partner@foodora.se](mailto:partner@foodora.se), or as otherwise instructed by foodora.

#### 17. NOTICES

Notices pursuant to the Agreement are to be delivered by courier, registered letter or e-mail in accordance with clause 16 (*Contact*) above.

#### 18. GOVERNING LAW AND DISPUTES

- 18.1. The Agreement has been drawn up and is to be construed in accordance with Swedish substantive law.
- 18.2. Any dispute between the Parties in connection with the Agreement is in the first place to be referred to mediation in accordance with the Mediation Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, or in accordance with the rules on mediation and arbitration issued by the Board of Trustees of the West Sweden Chamber of Commerce, unless either of the parties when a dispute has arisen objects.
- 18.3. If either Party objects to mediation or if the mediation is discontinued, any dispute in connection with this Agreement is to be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**Institute**").
- 18.4. The Institute's Rules for Expedited Arbitrations are to apply unless the Institute, in light of the difficulty of the case, the value of the dispute and other circumstances, decides that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce are to apply instead. In that case, the Institute is also to decide whether the arbitral tribunal is to consist of one (1) or three (3) arbitrators. The arbitral proceedings are to take place in Stockholm and be held in the Swedish language.
- 18.5. Arbitral proceedings requested with reference to this arbitration clause are subject to confidentiality. The confidentiality extends to all information adduced during the proceedings, as well as any ruling or award issued in connection with the proceedings.
- 18.6. 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 and including 31 December 2020 and supersede all earlier general terms and conditions applying for accession to foodora's Platform and networks for intermediary services and/or sale of Products and services between the Parties.