

**General Terms & Conditions of Delivery Hero relating to the Purchase for Services**

**I. General Provisions**

1. Subject to subsection I.2. below, these General Terms & Conditions of Delivery Hero relating to the Purchase of Service (“**T&Cs**”) shall govern all business relations between (i) Delivery Hero SE, having its registered office at Oranienburger Straße 70, 10117 Berlin, Germany (“**DH SE**”) or its affiliate (pursuant to Section 15 of the German Stock Corporation Act (Aktiengesetz) designated on the order documents referencing these T&Cs (each individually or together “**Delivery Hero**”) and (ii) its business partners, sellers, and suppliers (each a “**Supplier**” and together the “**Suppliers**”). Delivery Hero and Supplier(s) may be referred to individually as a “**Party**” or collectively as the “**Parties**”. For each time these T&Cs are applicable, either DH SE or the ordering affiliate of DH SE will be the sole party to these T&Cs and shall be solely liable for the particular transaction made by such entity under the T&Cs. For the avoidance of doubt, DH SE has the possibility to conclude ordering documents for the benefit of its affiliates.
2. These T&Cs only apply if the Supplier is (a) an entrepreneur, i.e., a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction with Delivery Hero, acts in exercise of their trade, business, or profession; (b) a legal entity under public law or (c) a special fund under public law.
3. These T&Cs shall apply to all contracts for the provision of services or other deliverables as described herein (hereinafter referred to as “**Services**”) irrespective of whether the Supplier performs the Services itself or outsources them from any subcontractor.
4. The then current version of the T&Cs shall also serve as a framework agreement for future contracts on the provision of Services with the same Supplier, without Delivery Hero having to refer to them again in any individual case. Without limiting the foregoing, to the extent there

is an individual framework agreement on the provision of Services in place between Delivery Hero and the Supplier, such framework agreement shall prevail over these T&Cs.

5. The Supplier shall grant the same prices and conditions agreed with DH SE to every other of its affiliates for the same or comparable Services, unless significant and reasonable changes have occurred that justify an adjustment of the prices and/or conditions.
6. These T&Cs shall apply exclusively. Deviating, contrary or supplementary terms and conditions from the Supplier shall only become part of the contract upon Delivery Hero's express written consent.
7. Declarations and notices by the Supplier which are of legal relevance must be made in writing and in English or German language in order to be valid.

**II. Conclusion of the Contract**

1. Conclusion of the contract between Delivery Hero and the Supplier requires the acceptance of an offer. In case the Supplier provides an offer, Delivery Hero may accept such offer up to the time when Supplier may reasonably expect to receive the reply from Delivery Hero, unless the Supplier's offer states a different time period for the acceptance. The offer shall be considered accepted by Delivery Hero upon written confirmation to the Supplier by its authorised representatives.
2. In case Delivery Hero provides an offer to the Supplier by sending a purchase order, Delivery Hero shall be bound by its offer for a period of one (1) week (“**Acceptance Period**”), unless Delivery Hero declares otherwise. The date on which Delivery Hero receives the declaration of acceptance from the Supplier shall determine whether or not Delivery Hero's offer is accepted on time.
3. Any acceptance of the offer after the Acceptance Period has elapsed shall be



deemed as a rejection of Delivery Hero's offer and shall be considered as a new offer by the Supplier. The same shall also be applicable for any acceptance with amendments, limitations, or other alterations. Delivery Hero shall not be under any obligation to accept the Supplier's new offer.

4. These T&Cs and any order documentation (in particular, offer and acceptance or purchase order and order confirmation, any specifications to the extent available and applicable) are an integral part of any contract between the Parties that these T&Cs are referred to.
5. With regard to continuing obligations there shall be no extension or automatic renewal of the terms of the contract unless otherwise agreed in writing by the Parties.

### III. Right to Determine Performance

1. Delivery Hero reserves the right to change when and where the deployment of the Services is to take place, at its discretion, by means of written notification (text form suffices), of at least five (5) Business Days (as defined below) prior to the agreed delivery date. "**Business Day**" means any day (other than a day which is a Saturday, Sunday or legal or bank holiday in Germany) on which retail banks are open to the public for business in Germany.
2. Delivery Hero will reimburse the Supplier for any verified and reasonable expense caused directly by the change/s mentioned above, which was approved by Delivery Hero in advance, subject to subsection III.3. below. Should these changes result in unavoidable delays in the provision of the Services, the Service provision date(s) originally agreed shall be updated accordingly with the mutual agreement of the Parties. For the purpose of this clause, a delay shall be considered "unavoidable" if it cannot be avoided in line with the Supplier's normal production and trading activities, provided that the Supplier has taken reasonable efforts to avoid such delay.

3. The Supplier shall undertake to inform Delivery Hero of the likely additional costs and/or delays in performance or deployment forthwith, albeit not later than three (3) Business Days after receipt of the change notification from Delivery Hero.
4. Delivery Hero will not be required to pay for office expenses or administrative charges and costs which the Supplier incurs as part of doing business and delivering Services to Delivery Hero (including, but not limited to lighting, electricity, refreshments, photocopying, printing, postage, telephone charges, Facsimile, charges for electronic databases, IT costs, archiving costs due to statutory retention periods and expenses for telecommunication, filing, in-house messenger services and computerised research). If Delivery Hero, in its sole discretion, disputes any fees or expenses, Delivery Hero will be entitled to withhold payment of the disputed amount.
5. If travel is required as part of the Services, the Delivery Hero travel policy will apply (the "**Travel Policy**"). The Travel Policy will be available upon Supplier's request. Before incurring in any travel cost, the Supplier will seek approval from Delivery Hero and provide a justification for these costs. Delivery Hero will have the discretion to decide whether or not these costs can be justified, and is under no obligation to cover the costs of any travel expenses that are outside of the Travel Policy.

### IV. General Service Requirements

1. The Supplier shall provide the Services in the agreed or generally accepted industry-standard quality and according to the current state of the art as well as professional quality standards and shall continually check and document this. The Supplier is obliged to inform Delivery Hero immediately about any difficulty arising during the execution of the Services or about any foreseeable delay. Upon Delivery Hero's request at any time, Supplier shall provide Delivery Hero with an insight into the respective work results



and any other project-related information requested by Delivery Hero.

2. Services provided on Delivery Hero's premises or sites shall be provided by the Supplier as an independent and autonomous service of the Supplier, in compliance with the technical and organizational requirements of Delivery Hero.
3. The Supplier shall be responsible for organising its own activities to fulfill the Services. The Supplier or its employees or subcontractors shall not be subject to any instructions from Delivery Hero with regard to the manner in which the Services are to be fulfilled. Instructions in the above sense do not include general regulations issued by Delivery Hero which apply to any third party in its company (e.g., safety regulations) as well as specifications which are given to the Supplier in general form for the execution of the activity or projects and which are necessary for the fulfillment of the Services.
4. Delivery Hero shall only provide resources (premises, hard- and software, materials etc.) if this has been explicitly agreed in writing.
5. The use of the premises, office space or other Delivery Hero facilities by the Supplier requires a separate agreement in writing with Delivery Hero, in which the permitted use is defined. The Supplier's access to Delivery Hero's premises shall be subject to the respective guidelines for visitors of Delivery Hero.
6. The use of Delivery Hero sites and/or premises does not give rise to an obligation to provide resources beyond the obligations agreed in the relevant contract. Resources provided by Delivery Hero may be used by the Supplier and its employees and/or permitted subcontractors (Section XVII ) exclusively for the purpose of providing the Services. The Supplier shall not be authorized to give instructions to Delivery Hero's employees.

7. Should the Supplier require access to the IT infrastructure system of Delivery Hero for the sole purpose of providing Services (in particular such Services under Section VII.), the Supplier shall request Delivery Hero's prior explicit consent in writing. Any costs incurred for usage shall be borne by the Supplier. Supplier will not access Delivery Hero's IT infrastructure for any other purpose than providing the Services in accordance with the guidelines of Delivery Hero.
8. The Supplier shall not be entitled to act on behalf of Delivery Hero vis-à-vis third parties unless expressly authorized to do so in writing by Delivery Hero.

#### **V. Lead Time and Delay in Delivery**

1. The agreed deadlines and dates are fixed dates ("Fixtermine"). In the event of non-compliance, the Supplier shall be liable in accordance with the terms agreed between the Parties or, in the absence of such terms, statutory regulations. Section III. shall remain unaffected.
2. The Supplier shall undertake to notify Delivery Hero immediately in writing of any likely delays in the provision of the Services or delivery of the Work Results (as further defined below), irrespective of the reasons for such delays.
3. In case of a delay in delivery of the Work Result or the provision of the Services, the Supplier shall be automatically in default without having received a reminder.
4. Performances before the agreed performance timelines will only be accepted upon prior written approval by Delivery Hero.

#### **VI. Performance, Deployment, Default in Acceptance**

1. Unless otherwise agreed in writing, the Services shall be provided at Delivery Hero's place of business.
2. If information or documents supplied by Delivery Hero that are required for provision of Services by Supplier are incomplete or inaccurate according to the Supplier's reasonable opinion, the



Supplier shall inform Delivery Hero thereof in text form without undue delay.

## VII. Software Related Services

1. With regard to software related services, such as the provision and development of software (such software henceforth: „**Software Deliverables**“), deployment of software, (altogether and each henceforth: „**Software Services**“).
2. The Supplier warrants and represents that it shall use state of the art software security tests and a state of the art antivirus program before providing Software Services to Delivery Hero to ensure that (i) Software Services and/or Software Deliverables do not contain critical vulnerabilities that could damage the integrity and confidentiality of Delivery Hero's systems and data or those of connected third parties and shall prove this to Delivery Hero e.g. by submitting applicable certificates and (ii) the Supplier shall use a state of the art anti-virus program before providing it to Delivery Hero and shall make sure that Software Services do not contain malware, computer viruses or worms or similar. The Supplier shall have in place business continuity plans in terms of IT security measures, and test those at least once a year.
3. Software Services and Software Deliverables must not contain functions that enable collection, transfer, storage or other form of data of Delivery Hero, unless otherwise expressly agreed in writing by Delivery Hero.
4. When providing Software Services, the Supplier shall make regular (at least daily) backups of the Software Deliverables and any data necessary for Delivery Hero to fully use the Software Services.
5. Free and open source software („**FOSS**“) may only be included in the Software Services and Software Deliverables if this has been agreed in advance by Delivery Hero in writing.
6. If the Supplier intends to use FOSS in the Software Services and/or Software Deliverables, the Supplier undertakes as a

material contractual obligation to inform Delivery Hero without any undue delay in text form (i) which FOSS components are to be used (ii) which copyright notices and license terms are relevant in this regard and to provide Delivery Hero with a copy of same and (iii) to confirm explicitly to Delivery Hero that no effect that leads to the consequence that derivative works can be freely distributed and modified under the FOSS licence terms („**Copyleft Effect**“) is triggered on the basis of which the Software Services and/or Software Deliverables would be classified in whole or in part as FOSS.

7. The Supplier shall confirm that no proprietary software components are covered or affected by the Copyleft Effect. Where the use of FOSS is permitted pursuant to this Section VII, the Supplier is obliged to ensure that the use of FOSS does not restrict the contractual or intended use of the Software Services by Delivery Hero. The Supplier shall provide the appropriate information to Delivery Hero.
8. If the Supplier provides Software Services containing FOSS to Delivery Hero without Delivery Hero's prior consent, or if the consent of Delivery Hero is based on culpably incomplete or inapplicable information provided within the meaning of the preceding paragraph, Delivery Hero shall be entitled, at its own discretion, to withdraw from the respective agreement or to request that the Supplier replaces the FOSS with equivalent proprietary software.

## VIII. Software as a Service (SaaS)

1. Software Services which are being provided by the Supplier as cloud services or Software as a Service („**SaaS**“) shall be provided with necessary information and tools (e.g. user name, passwords, access codes or access software) as required to use the cloud service or the SaaS prior to the commencement of the term subscription and on request at any time during the term of the SaaS subscription („**Subscription Term**“) at no additional cost.



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2. The provisions set out in Section VII apply accordingly to SaaS, insofar as the provision of the SaaS involves (i) FOSS or parts thereof being (permanently or temporary) stored on systems and/or in products of Delivery Hero or third parties, or (ii) a Copyleft Effect is triggered.
  3. Unless agreed otherwise, the availability of the SaaS shall be at least 99.5% per calendar month. Delivery Hero may provide the Supplier with service level requirements for the provision of the SaaS. If the Supplier fails to meet the service level requirements, including but not limited to the availability of the SaaS as stated above, Delivery Hero has the right to adjust the subscription fee accordingly (pro rata). If the Supplier (a) fails to provide the availability of the SaaS as stated above for three (3) months, or (b) fails to meet other service level requirements, Delivery Hero, in addition to their right to adjust the subscription fee, has the right to extraordinarily terminate the contract.
  4. The Supplier shall provide maintenance, updates and upgrades on an ongoing basis for the SaaS during the Subscription Term for no additional remuneration. Any maintenance service, update, or upgrade shall be implemented by the Supplier on Saturdays or Sundays, and in any event outside of regular business hours in Germany (9 am until 6 pm CET), unless the Supplier must fix a security issue.
  5. If any upgrade will require any price change, the Supplier shall notify Delivery Hero of such upgrade with the price change in advance in written form. In case Delivery Hero does not accept such price change, Delivery Hero has an extraordinary right to terminate the contract.
  6. Before the Supplier implements substantial changes to the SaaS that might affect Delivery Hero, the Supplier shall notify Delivery Hero three (3) months in advance with the information in text form that is required for uninterrupted continuation of the contractual use of the SaaS.
  7. In providing the SaaS, the Supplier shall comply as a minimum with the requirements and standards of the German Federal Office for Information Security's basic IT protection standard (BSI) and shall provide Delivery Hero with a confirmation of Supplier's confidentiality obligations on request of Delivery Hero.
  8. Delivery Hero will not allow the Supplier to audit the use of the SaaS on the premises of Delivery Hero.
- IX. Prices and Payment Terms**
1. The price specified in the order shall be binding; Section III. shall remain unaffected. All prices shall be quoted inclusive of the statutory rate of value-added tax if this is not shown separately.
  2. Unless otherwise agreed in any individual case, the price shall include all Services and additional services performed by the Supplier (including but not limited to deployment, assembly or installation), as well as all ancillary costs (such as a third-party liability insurance, banking fees etc.).
  3. Supplier shall invoice Delivery Hero the respective fee based on the actual usage of the provided SaaS.
  4. Unless agreed otherwise in written form, the agreed price shall be payable within forty five (45) calendar days of complete delivery and performance (including any agreed acceptance inspection), as well as receipt of a correct invoice, subject to Section VI.4. below.
  5. Each invoice issued by the Supplier must (i) state the name of the department or of the individual from Delivery Hero who instructed the Supplier; (ii) include an order number as provided by Delivery Hero and (iii) be in compliance with the applicable value-added tax laws; (iv) be emailed to the department or of the individual from Delivery Hero who instructed the Supplier, as well as to the following mailbox: `invoices.1001@deliveryhero.com`;
  6. To the extent Delivery Hero owes interests under mandatory statutory law, the



interest rate shall be limited to the minimum amount permissible under the applicable law. The Supplier must have issued a written reminder before Delivery Hero can be considered to be in default with its payment.

7. Delivery Hero shall reserve the right to withhold due payments if it has outstanding claims against the Supplier for incomplete or defective performance.
8. If and to the extent that withholding taxes are due, they shall be withheld by Delivery Hero and deducted from the payment of the invoiced amount unless the Supplier provides a valid tax exemption certificate authorized by the appropriate taxing authority in advance.

#### **X. Provision of Work Result and Acceptance of Works**

1. Unless agreed between the Parties expressly otherwise, the Supplier owes the successful provision of the contractual deliverable („**Work Result**“).
2. To the extent the Supplier shall create a Work Result or if the acceptance of the Services is explicitly agreed upon between Delivery Hero and the Supplier in an order document, the Services are subject to formal acceptance which must be declared by Delivery Hero in written form. The Supplier may only request partial acceptances insofar as these have been agreed between the Parties in written form and the nature of the Services is suitable for partial acceptance.
3. To the extent that Delivery Hero does not accept the Work Results provided by the Supplier, the Supplier shall promptly remedy any defects that prevent acceptance and shall resubmit its Work Result for acceptance. The above acceptance provisions shall apply accordingly to such resubmissions.

#### **XI. Ownership; Intellectual Property; License**

1. Without prejudice to Section XI.3, the Work Results and all right, title and interest therein, shall be and at all times remain the exclusive property of Delivery

Hero and Supplier shall have no rights therein. Supplier shall transfer permanently to Delivery Hero upon their creation and in their respective processing status all right, title and interest in and to all Work Results. The Supplier is obliged to transfer ownership of the Work Results to Delivery Hero on the delivery date free from any defects, encumbrances, liens, and any third party rights under any applicable law.

2. As far as the partial and/or complete transfer of an intellectual property right in a Work Result is legally possible, the Supplier hereby assigns this right in full as an absolute right at the time of creation.
3. Insofar as an assignment of rights under Section XI.2 is legally not possible and unless agreed otherwise between the Parties, Supplier hereby grants to Delivery Hero a fully-paid-up, irrevocable and perpetual exclusive worldwide right to use and exploit the Work Results for all current and future business purposes of Delivery Hero with regard to all types of use currently known and yet unknown with the right to sublicense (“**Exclusive License**”). Delivery Hero herewith accepts the granting of the Exclusive License.
4. The Exclusive License is granted as broadly as legally possible, expressly without restriction, unlimited (in terms of duration, territorial scope and extent of the rights concerned), exclusive and capable of assignment with the right to grant sub-licenses to third parties.
5. In particular, the Exclusive License includes the right to reproduce (and/or have reproduced), store (and/or have stored) or copy (and/or have copied) in whole or only in part, the Work Results on which the respective intellectual property rights are based, permanently or temporarily with any means and in any form, including loading, displaying, operating, transferring, making publicly accessible or saving of Work Results for the purposes of data execution and data processing, and the right to use the Work Results in databases or collections, distribute, broadcast, exhibit or present

Work Results as well as the right to make such Work Results available to the public to legally assign them and to present (and/or have presented) Work Results in any form with or without payment.

6. The Exclusive License also contains the right to translate or have translated Work Results, to process them, rearrange them and change or modify them in other ways, to further develop Work Results including changes to functions or appearance, adapt to other works, to exchange parts of the Work Results or combine Work Results with other works and to use the results of such combination as the original Work Result.
7. If the provision of a Work Result or Exclusive License is not agreed, Supplier grants Delivery Hero a non-exclusive, fully-paid-up, sublicensable worldwide right to properly and contractually use the Software Services provided during the contractual term. The same applies for SaaS during the Subscription Term.
8. Unless agreed otherwise, usage rights of Work Results remain unaffected by cancellation, termination („Kündigung“) or rescission („Rücktritt“) of the respective contract. In the event of rescission, the Supplier is entitled to reasonable remuneration for the usage rights pertaining to Work Results already created, insofar as Delivery Hero does not waive the use of these rights. The same shall apply in the case of termination, insofar as the Supplier has not yet received a corresponding pro rata remuneration.
9. The Supplier guarantees („garantiert“) that the Services do not infringe any third-party intellectual property or other property rights and that the use or sale of the Services and/or Work Results by Delivery Hero do not infringe upon such third-party rights.
10. Delivery Hero reserves all intellectual property and other property rights, including ownership and copyrights, to the technical specifications, figures, drawings, calculations, samples and other documents made available to the

Supplier; these may not be made available to third-parties without the prior express written consent of Delivery Hero. Such documents and information shall be used exclusively for the development and provision of the Services and/or the delivery of the Work Results and shall be returned to Delivery Hero after completion of delivery, in any event no later than after termination of the contract, and any copies shall be destroyed or deleted.

## **XII. Indemnification**

1. The Supplier shall fully indemnify and hold harmless DH SE and any its affiliates concerned against any claims asserted by third-parties in connection with an infringement of intellectual property or other property rights, including any fees and costs incurred by DH SE and any other DH SE affiliate concerned in connection with mounting a defense against a third-party claim (in particular, prosecution and litigation costs and fees).
2. The Supplier shall indemnify DH SE and its affiliate concerned without limitation against all third party claims and associated costs arising from the use of FOSS and/or the unauthorized use of the IT infrastructure of DHSE and of any other DH SE affiliate concerned.
3. Delivery Hero will notify the Supplier forthwith if Delivery Hero becomes aware of any claims by third parties.
4. The Supplier shall do its utmost to support Delivery Hero in defending against claims by third parties.

## **XIII. Warranty and Defects**

1. The Supplier warrants („gewährleistet“) that the Services (including any Work Results) meet the specifications agreed in the order or other document relating to the contract, and that the Services comply with all applicable German and European industry standards and safety or technical regulations. The Supplier shall be liable for any incorrect advice or information relating to the Services (including any Work Results).



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2. Delivery Hero's commercial duty to conduct inspections relating to Work Results shall be limited to defects which come to light during the initial Services inspection.

### **XIV. Liability**

1. Supplier is liable for all damages of DH SE and its affiliates caused by the Supplier and/or its sub-Suppliers, organs, employees and other personnel, representatives, agents and other third parties engaged by the Supplier, provided that such damage is due to the breach of a guarantee („Garantie“) or a warranty („Gewährleistung“) or a breach of duty by the Supplier (including, in particular, consequential damages (*Folgeschäden*) caused by a defect and financial loss). If the damages are based on a breach of a contractual or statutory duty, the Supplier shall not be liable if Supplier can prove that Supplier is not responsible for such breach of duty.
2. Without limiting the foregoing, the Supplier shall assume liability for all claims asserted by third parties due to injury to people and damage to property and shall hold DH SE and its affiliates harmless from any such claims unless the Supplier does not and/or its subcontractors, organs, employees and other personnel, representatives, agents and other third parties engaged by the Supplier bear responsibility for the damage or loss.
3. The Supplier shall be required to take out and maintain professional indemnity insurance as well as commercial general liability insurance. The aforementioned insurance policies shall cover financial losses, property damage, bodily injury with a flat-rate cover of at least one (1) million Euros per injury/damage claim. On request, the Supplier shall send Delivery Hero a copy of the professional indemnity and the commercial general liability insurance policies.

### **XV. Confidentiality and Data Protection**

1. The Supplier shall treat as confidential the terms and conditions of the contractual

details agreed between Supplier and Delivery Hero, as well as information and documentation received in connection with the execution of the contract (apart from information in the public domain), including after the end of the contract and shall only use the same for the execution of the contract.

2. The Supplier shall undertake to return or dispose of the confidential information and documentation to Delivery Hero without delay when asked to do so, as soon as it no longer requires this for the execution of the contract.
3. The Supplier shall commit its subcontractors to observe confidentiality in accordance with this Section XV.
4. Personal data processing shall be carried out in accordance with the applicable data protection laws, in particular the General Data Protection Regulation Regulation (EU) 2016/679 (“GDPR”). Whereas processing activities are carried out on behalf of Delivery Hero and such processing activities fall within the scope of Art. 28 GDPR, a separate contract (Data Processing Agreement) for processing on behalf of Delivery Hero must be attached to this contract in accordance with Art. 28 GDPR. If the parties jointly determine the purposes and means of processing personal data, a separate agreement must be concluded in accordance with Art. 26 GDPR.

### **XVI. Security Incidents, Customer Data Deletion**

1. In case of any Security Incident (as defined below) that results in any loss or misuse of Delivery Hero's data, the Supplier shall at its own costs and expenses: (i) notify Delivery Hero of the Security Incident without undue delay but no later than forty-eight (48) hours after becoming aware of the Security Incident, (ii) furnish to Delivery Hero full details and complete written report of the Security Incident, (iii) investigate the cause of the Security Incident, (iv) cooperate with Delivery Hero in any litigation and investigation against third parties to protect Delivery Hero's proprietary rights



or other interests, and (v) shall remedy the Security Incident and prevent a recurrence of a Security Incident. **“Security Incident”** means any unauthorized access, disclosure, misuse, damage, transfer, modification, destruction or manipulation of Delivery Hero’s data via the Supplier Services or a reasonable belief that any of the foregoing is occurring or has occurred by any unauthorized person or entity, including employees of Supplier.

2. In case of Delivery Hero data retention and backups, the Supplier must complete the deletion of Delivery Hero data within thirty (30) days after contract expiration or termination. Delivery Hero data may be stored for longer periods only where required by applicable law.

#### **XVII. Subcontractors**

The Supplier may only engage subcontractors upon prior written approval of Delivery Hero at its sole discretion. The Supplier must pass on the obligations imposed on it to the subcontractor in written form and shall provide proof thereof to Delivery Hero upon request. The Supplier shall carefully select, instruct and monitor the subcontractors; the Supplier shall be fully liable for the Services performed by the subcontractors, i.e., to the same extent as for his own fault. The Supplier shall have the sole right to issue instructions to the subcontractors; the Supplier shall independently organise the latter’s deployment. The Supplier is obliged to immediately terminate the use of subcontractors at Delivery Hero’s request, in particular if the subcontractor does not have the necessary qualifications or has violated safety regulations. The Supplier shall hold harmless and indemnify Delivery Hero against all claims asserted against it by third parties arising as a result of the Supplier failing to comply with this provision, unless the Supplier is not responsible for this.

#### **XVIII. Assignment**

The Supplier shall not assign its rights or obligations under the contractual relationship to third parties without the prior written approval of Delivery Hero.

#### **XIX. Limitation of Actions**

1. The Parties’ claims against each other shall elapse in accordance with statutory regulations unless otherwise agreed below.
2. Claims for defects shall become time-barred after three (3) years.
3. Extra-contractual claims for compensation, including claims based on tort, shall be subject to the statutory limitation of claims under applicable law.

#### **XX. Code of Conduct**

1. Delivery Hero conducts its business in a socially responsible manner, to protect the labor rights and safety of persons involved in the production, manufacturing and provision of services, and to eradicate and/or prevent any form of slavery or human trafficking in the supply chain. Delivery Hero expects the Supplier to conduct its business in a similar manner. Delivery Hero has adopted the Supplier Code of Conduct available at <http://www.deliveryhero.com/supplier-code-of-conduct> (the **“Code”**) which is incorporated by this reference into these T&Cs. The Supplier agrees to comply with the Code at all times or warrants to comply and abide by their own code of conduct based on the standards at least equivalent to the Code.

#### **XXI. Final Provisions**

1. Delivery Hero may grant the Supplier its written permission to use its name and logo in its marketing materials upon the prior written request of the Supplier. Delivery Hero, at its sole discretion, is entitled to revoke the permission at any time without justification.
2. These T&Cs and all legal relations between Delivery Hero and the Supplier shall be solely governed by the law of the Federal Republic of Germany, excluding its conflict of law principles and statutory



- provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. In the event of the divestiture of any DH SE affiliate, DH SE, for a period of maximum 18 months, shall have the right to process the internal business transactions of such DH SE affiliate and respectively grant the users of such DH SE affiliate use rights in regards to the Services (including Software Services, SaaS licensed or subscribed by DH SE or the DH SE affiliate concerned), provided this occurs within the same scope of use. DH SE will immediately inform the Supplier of the time of the divestiture. The aim of DH SE is to secure the business processes of the DH SE affiliate leaving the Delivery Hero group for a transitional period.
  4. The exclusive place of jurisdiction, both nationally and internationally, for all disputes arising out of the contractual relationship shall be the commercial domicile of Delivery Hero. However, Delivery Hero reserves the right to take legal action at the Supplier's commercial domicile.
  5. Ancillary verbal agreements have not been made and shall be considered invalid. Addenda and amendments to the contract shall be put in writing. This shall also apply to waiving the requirement to use the written form.
  6. The Supplier may only exercise a right to offset where its claim is legally established or undisputed. The same shall apply to the right to withhold which may also only be exercised effectively if the counterclaim by the Supplier is based on the same supply contract.
  7. Delivery Hero reserves the right to change these T&Cs regarding continuing obligations. In case of an amendment of these T&Cs, Delivery Hero will notify the Supplier of the amendments in text form (e.g. by email) ("**Amendment Notification**"). The amendment shall become effective and the contractual relationship shall continue under the amended terms and conditions if the Supplier does not object to the amendment within two (2) weeks after receipt of the Amendment Notification written form. The timely dispatch of the objection to Delivery Hero shall be sufficient to meet this deadline. The amendment in the T&Cs shall become effective if the Supplier does not object in writing or by email within the period of two (2) weeks (beginning with the receipt of the Amendment Notice) and Delivery Hero has informed the Supplier of this legal consequence in the Amendment Notice.

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