

General Terms and Conditions for Business Users



Version 6.0

Valid from **1 June 2026**

Introduction

- a. These General Terms & Conditions for Business Users ("**General Terms**") in combination with the special terms of cooperation that are signed separately with each Partner (as defined below) at the beginning of his cooperation with the Company ("**Special Terms**"), define the framework of business cooperation between the Company and the Partners. The General Terms together with the Special Terms constitute a single whole and together they constitute the "**Terms**".
- b. **ACCEPTANCE OF TERMS:** By accepting the Services of the Company the Partner accepts the Terms.
- c. **REVISION OF TERMS:** From time to time the Company may revise these General Terms. In this case the relevant modification of the General Terms will be marked in a distinct way. The revised version will take effect at the time of its publication, unless otherwise noted.

If the revision includes changes that restrict or affect the rights of Partners or increase their responsibilities or obligations, then fifteen (15) days before the implementation of the revised version, a relevant notice will be published either on a special page entitled "General Terms Updates", or at the end of the text of the General Terms or the Partners will be informed by sending e-mails to their declared e-mail addresses. If the revision of the Terms requires technical or commercial adjustments by the Partner, this deadline will be thirty (30) days prior to the implementation of the changes.

These deadlines will always apply, unless there is a case of force majeure within the meaning of the law, or the Company is required to deal with an unforeseen and imminent cyber security risk.

If you continue to use our Services after any changes to these General Terms become effective, you agree to be bound by these changes.

1. The Company

The company with the name "Delivery Hero (Cyprus) Ltd" (the "Company"), or "We", or "Foody" is a limited liability company established and operating under the laws of Republic of Cyprus, which is based in Esperidon 5, 5th floor, 2001 Strovolos, Nicosia and Registration No. **HE369772**, has designed and manages the website www.foody.com.cy (hereinafter "the Website") and the corresponding application for mobile phones (hereinafter "the Application"), through which users (restaurants and health regulated establishments, such as indicative but not restrictive, cafes, restaurants, etc., but also other companies (hereinafter "**the Partner/s**" and/or "**the Vendor/s**") are provided the possibility to display the price lists of the products to make them available to consumers-users upon order through the Website or the Application of the Company. This, i.e. our Services, facilitates the initiation of direct transactions between the Partners and the consumers-users, who order products through the Website and our respective Application.

2. Object and framework of cooperation - Services

2.1. Ordering Service: The Company provides the Partner with services for the electronic ordering of the Partner's products by the users of the Website or the Application ("Ordering Service"), ie it provides management and promotion services to the Partner for execution and clearing of consumer orders on the Partner's products by direct delivery to the consumer-user by the Customer's own personnel or partners.

2.1.1. Takeaway Service: The Company provides the Customer with the "Takeaway" service, which allows users of the Website or Application to submit orders to the Customer's store through the Platform, with the User themselves collecting the order from the Customer's physical store. The Takeaway service is activated automatically upon the activation of the Ordering and/or Delivery service. The Company reserves the right to activate the Takeaway service for existing Customers following relevant notification via email, specifying the exact service fee as well as the effective date, which cannot be less than fifteen (15) days [from notification]. The Customer retains the right to inform the Company in writing that they do not wish for the service to be activated within the fifteen (15) day deadline from receipt of the relevant notification. Should the aforementioned deadline pass without written objection, it is presumed that the Customer has unconditionally accepted the new

service, its terms, and the relevant fees.

2.2. For the provision of the Services, the Company undertakes to:

- ✓ promote the Partner's products on the Website and Application, according to the product list (menu-price list), which will be indicated by the Partner,
- ✓ install or provide the necessary software in the Partner's workplace to receive orders,
- ✓ have a call center or chat or other electronic means of communication to communicate and serve users who place orders through the Website and the Application,
- ✓ the Company has the ability to provide the Partner with additional services complementary to the Services, as listed below (under term 2) or may from time to time add more specific services. Where the clarification of more specific terms for these services is required, the Partner will receive specific information through the Company's Sales Representative/s, or via e-mail and based on this the Partner will be able to accept them or not.

2.3. Delivery Service: In addition to the Ordering Service, the Company may also provide the Partner with a service for the transport/delivery of orders/products from the Partner's Store to consumers-users who place orders through the Company's Website/Application (Delivery Service), using the Company's own means, responsibility and personnel or associates, according to specific terms that will be agreed upon (and signed separately) between the Partner and the Company. With regard to Partners who use the Delivery Service, the Company reserves the right to temporarily suspend the receipt of orders from Users on its Platform for the Partner's products, if, for example, the latter is unable to fulfill orders (such as due to a heavy workload of the Store that will cause a delay in the delivery of products to the User, if the Partner cancels orders due to the inability to fulfill them in the system, if it is found that there is no connectivity and orders cannot be received, etc.) and for the necessary time until the Partner is able to effectively fulfill orders again. The Company also reserves the right to temporarily limit the coverage area of the Delivery Service for the Partner's products in the event of an increased number of orders that make it impossible to deliver new orders to Users in a timely manner, and for the necessary time until it is possible to effectively fulfill orders again.

Finally, with a view to providing the best possible service to users-consumers and the proper coordination of the Delivery Service, the Company may withhold from the Customer—and the Customer accepts such withholding

of—the amount corresponding to **(a)** an "order cancellation fee," which is imposed in cases where the fulfillment of an order is cancelled after its initial acceptance by the Customer, and **(b)** a "avoidable waiting time fee", which is imposed in cases of delayed order fulfillment due to preparation delays under the Customer's responsibility in relation to the stated time estimate, provided that the delay exceeds the additional grace period granted to the Customer as defined in the Company's current policy. The exact amount of the aforementioned fees shall be calculated based on the Company's policy, as applicable from time to time and available to the Customer at any time via the Vendor Portal. The payment of this amount shall be made in the same manner as the Company's remuneration—namely by withholding in accordance with Clause 4 below— and shall be reflected separately on the Company's relevant invoice.

2.4. Store Display: Stores are displayed on the Website and Application in categories (e.g., food-coffee category, Supermarket, pet-shop, local stores, etc.) depending on the type of products sold and the store categories available in the respective user's geographic area. The Company performs this categorization to facilitate user navigation, providing more direct access to the store category of interest.

The display method and order of Customers on the Company's Website and Application are determined by the following main parameters:

- User Address (stores serving the address are shown in closer proximity to the User. If multiple Partners belonging to the same chain of stores serve a User's location, only the locally closest store may be displayed to the User),
- Time and Day of the week (more relevant options are shown to users)
- Number and average value of Partner orders and overall popularity (member of a store chain, placement in users' "favorites").
- Partner participation in promotional activities such as "1+1" offers and the number of orders made by the Partner under "1+1 Offers," both overall and for a short period defined by the company.
- Number of active products of the Partner in their listed catalog.
- Average Partner Ratings from Users.
- Use of the Delivery Service by the Partner.
- Outstanding debt of the Partner to the Company exceeding 90 days.

The display method is also affected by the ratio of visits to completed orders.

In addition, the ranking of the results is affected by data such as the User's interaction history with the Store (e.g. previous orders), the User's preferences (e.g. response to offers, frequency of use), as well as geographic and time-based delivery statistics, with a view to optimizing the experience for Users of the Website or Application, as well as for the Company's Partners, with the help of machine learning algorithms. The aim of these criteria is to display the most relevant options for each User individually, based on their personal preferences and real-time market trends.

Besides the above parameters affecting the ranking algorithm, the filters used by Users, such as favorite stores and their selections, influence the basic classification and consequently the way and order of their display. Furthermore, the basic ranking algorithm is affected by the use of additional services provided by the Company.

Regardless of the above conditions, every new Partner is displayed at the top of the organic search results in the list of stores serving the specific user's address at the beginning of their cooperation with the Company and for a certain period.

As all the factors continuously change, so does the way of display and appearance on the Foody Website and Application. As service providers, we determine the parameters of the ranking and their configuration, taking into account, among other things, the characteristics of the services, as well as the needs and importance of these characteristics for users-consumers, taking care to update any changes in the criteria and main parameters, whenever required.

2.5. Transmission of order details: The Company will transmit to the Partner the necessary details of the consumer-user of the Website or Application ("**the User/s**") that are required for the execution of the order, as declared to the Company by the Users, solely and exclusively for the execution of the order submitted through the Website / Application. The collection, use and transmission of the aforementioned data by the Partner or the copying or further forwarding thereof to third parties for any reason other than the execution of the order received is expressly prohibited. Details are mentioned in the relevant clause below regarding the protection of personal data based on the General Data Protection Regulation (GDPR).

2.5.1. By accepting the Company's Services, the Partner accepts and acknowledges that the Company's Services are provided "as is" and "as available". Although the

Company makes reasonable efforts to ensure that the provision of the Website/Application and the Services we offer are available at all times, we do not warrant or represent that the Services, as well as our Website/Application, will be provided to Partners in a timely, uninterrupted, error-free manner and without technical difficulties, defects or viruses. Furthermore, the Company provides no warranties regarding the results that may arise from the use of the Services and regarding the information obtained by the Partner through the use of the Service.

2.6 Menu Changes - Partner Responsibility

2.6.1. Menu Changes: The Partner must inform the Company without delay via email or telephone of any changes he makes to the menu products or its prices, so that the Company can make the necessary changes to its Website and Application. He can also enter such changes himself directly through the Company's portal using the codes provided to him. The changes will be finalized as soon as the Company proceeds with their systematic completion

2.6.2. The Partner is responsible to the Company for the accuracy of the information provided regarding their business and its owners and is obligated to cooperate directly with the Company regarding the legally required information that it must receive and maintain for its business in accordance with the law. If the Company has sufficient indications or reasons to believe that any information provided by the Partner is inaccurate, incomplete, or outdated, it will request the Partner to take corrective actions without delay or within the deadline set by law. In the context of complying with the regulatory framework for digital platforms, the Company is obligated to display the legally required information of the Partner's business on its Website and Application. The storage and retention of this data will comply with the requirements of the applicable legislation.

2.6.3. The Partner is the responsible business towards the User and the Company for the quality, legality, maintenance, storage and control of the food and products it sells, and is also obligated to indemnify the Company for any direct or consequential damage in the event that the User takes action against it or claims compensation from the Company before any court or authority, for any reason. The Partner is also responsible for the accuracy of any necessary markings and descriptions regarding the ingredients, hazards, precautions, etc. (including allergens) contained in their

menu products, in accordance with the provisions of national and European legislation, as applicable.

By accepting the Services, the Partner simultaneously declares to the Company that it has been obtained from the competent authorities and maintains in force all licenses, approvals, or certifications required by law for its business, that it maintains its business at the location it has declared to the Company, and that it will inform the Company in a timely manner of any change. Furthermore, by accepting these General Terms, the Partner certifies and undertakes to offer through the Foody platform only products or services that comply with the applicable rules of Union law and Cypriot legislation, and that it is solely responsible for the accuracy of the information it provides to the Company regarding the products it makes available through the platform, including the description, traceability, etc. Specifically, it declares that the products it sells are legal, that it complies with all legal requirements relating to them, and that under no circumstances are the products it makes available for sale through the Company's Website and Application included in the List of Prohibited Products of Annex I, and that it guarantees strict compliance with the applicable legislation regarding Products offered for sale under restrictions or for which a special legal regime applies.

Finally, it is clarified that the Partner is solely responsible for the issuance and delivery to the consumer of the legal tax documents for the products it sells, in accordance with the provisions of the applicable tax legislation, and is obligated to deliver the legal document to the company's distributor with each order or, in case of its own distribution/transport, to ensure the delivery of the legal document.

2.6.4. Illegal Content: In the event of content being posted by the Partner that violates any European or national legislation, the Company, either ex officio within the framework of inspections or upon notification, has the right and/or the legal obligation to remove the said content appearing on its platform. In this case, the Partner will receive a specific justification for this decision, as well as information on all means and remedies available to them in case they dispute it.

2.6.5. By accepting the Services and in compliance with these General Terms and applicable law, the Partner acknowledges, agrees, and accepts that every registered User of the Company is also a customer of the Company, which they choose each time they place their orders through the Company's Website/Application to enjoy its services. Therefore: (a) when packaging orders submitted by or delivered to the User through the Company's Services,

the Partner must use bags/packaging with the Company's logo or with their business logo or without a logo, and (b) when the Partner directly delivers orders submitted by the User through the Company's Ordering Services, in the event that the Company's distribution/transport (Delivery) service has not been selected by the Partner for the distribution/transport of orders/products from the Partner's Store to the consumer-Users, they must use their own means of delivery and/or personnel and/or third-party distribution/transport (Delivery) service providers, but not ordering service providers that may create confusion for the User regarding the company providing the ordering services (Ordering).

2.7 Discount Coupons

2.7.1. The Company is entitled to issue and distribute periodically discount coupons to the Users (the "Discount Coupons"). The criteria and the time of disposal, as well as the value of the Discount Coupons will be determined by the Company at its absolute discretion. The cost of issuing the Discount Coupons will be borne by the Company.

2.7.2. The Company will pay to the Partner the total value of the discounts granted by the Partner to the Users during the immediately preceding period, when the settlement of the orders takes place according to term 4.3 below.

2.8 Recommended Positions

2.8.1. The Company may provide the Partner with additional services for further promotion of its business in prominent positions on the Website and Application (the "**Recommended Positions**") for an additional fee. In particular, these services allow the Partner to display its business to the User in predetermined points on the Website and Application, for a specified period and in a specific area (or areas), based on a separate agreement with the Company. The areas are divided by postal code, and the nearest store to the user is displayed.

The Recommended Positions have various subcategories, such as:

- **Recommended Based on Availability:** Stores are displayed in selected positions on the Website and the Application during their operating hours, provided that they serve the User's address. The placement of stores in these positions is determined dynamically by the Company's system, based on a combination of parameters that include commercial criteria and operational data. The service is charged either per

impression (Cost per Mille – CPM) or per click (Cost Per Click – CPC), depending on the placement location. The relevant cost falls within a predefined range that is communicated to the Partner by the Company's Sales Manager.

- **Recommended Based on Cuisine Filter:** Stores are displayed at the top of the restaurant list when the User selects a filter based on cuisine, for the entire operating hours of the store. The service is provided at a fixed fee (Cost Per Placement – CPP), which is communicated to the Partner by the Company's Sales Representative.

If the maximum number of Recommended Positions / Dishes has not been filled by other Partners (e.g., due to the end of operating hours or if the postal code of the area is not served), then the Partner can select an "Available Recommended Position" for their store.

For more specific promotional opportunities offered by Recommended Position, as well as the terms and conditions under which these services are provided, the Partner will be informed by the Company through its Sales Representative or in writing (electronically).

2.8.2. To receive the "Recommended Positions" service, the Partner must cumulatively meet the following conditions:

- ✓ Have an average rating of Users over 3.5.
- ✓ To offer to the Users the possibility of payment by Card, according to the term 4.1.1 below.
- ✓ Not to have outstanding debts to the Company as mentioned in terms 4.2 and 4.3 below, for a period exceeding 60 days.
- ✓ The Partner must be active on the Website / Application for at least 30 days.

An additional prerequisite for the Customer to receive the **"Recommended Based on Cuisine Filter"** service is that the available number of positions per category or area has not been filled as well as for the service to be available in the geographical area of the Partner's store.

2.8.3. The Company's Recommended Positions services are offered on a calendar month basis. The specific services are charged according to the terms of paragraph 4.3 of these General Terms for the pricing of the Company's fee (commission), which apply proportionally. The Partner can choose for how many months and in which areas they want to be displayed in the Recommended Position by informing the Company. The Partner can discontinue the "Recommended Positions"

service either through the Sales Representative or by sending an e-mail to the Company within four (4) business days before the start of the month during which they have agreed to use the service.

2.8.4 To cancel a placement reservation, the Partner must contact a Company representative to carry out the cancellation. If the Partner wishes to discontinue this service, after their promotion has started, the Partner will be charged proportionally for the days or the impressions they received through the service in accordance with the above-mentioned service terms and not for the entire month. If they wish not to receive the service before their promotion starts, the Partner will not be charged for the service.

2.9 "Pinata" Service

2.9.1. Piniata Service: The "Piniata" service is a distinct feature designed to attract users who have either never ordered from the store or haven't placed an order in a while. It is offered by the Company to Partners under a specific agreement. This special offer appears to Users after they enter their order address on the Website or Application. It provides them with a certain discount on their order.

2.9.2. The offer involves applying a specific amount discount to the User's order value, as displayed in their cart before payment. The discount amount depends on the value of the specific User's order, according to the table below (see 2.9.5).

2.9.3. To utilize the "Piniata" service, the Partner must cumulatively meet the following conditions:

- ✓ Have an average rating of Users over 3.5
- ✓ Offer Users the option to pay for orders by Card, as referred to in clause 4.1.1 below.
- ✓ Have no outstanding debts to the Company as referred to in clauses 4.2 and 4.3 below, for a period exceeding 60 days.

2.9.4. The Partner, subject to the provisions of clause 2.9.3 above, can freely choose to receive the Piniata Service, as well as discontinue or reselect it, and increase or decrease the number of offers to Users, at any time, by informing the Company accordingly, either by email or telephone.

2.9.5. Within the framework of the "Piniata" service, the Partner grants the respective User's order a total discount

depending on the initial value of the User's order, as defined in the table below:

Initial Order Values	Discount	
6 € - 14.99 €	2€	valid from 06:30 to 12:00 p.m.
15 € - 19.99 €	5€	valid 24 hours
20 € - 29.99 €	7€	valid 24 hours
> 30 €	10€	valid 24 hours

2.9.6. The Partner bears the amount of the discount offered to the User. Furthermore, for the provision of this specific supplementary service, the Company's fee is calculated according to the following example:

Suppose the cost of the food is €30.50 and the discount offered to the User through the "Piniata" Service is €10. In this case, the User will pay €20.50 for their order. The €10 discount will be split between the Company and the Partner based on the following calculation model: $(€20.50 + €10) / 2 = €15.25 \rightarrow (€20.5 - €15.25) = €5.25$ before VAT. As a result, the Partner will be charged for the provision of the "Piniata" Service the amount corresponding to the detaxed value of the difference between the value paid by the User and 50% of the actual pre-discount value of the order. If a User chooses to order from the Customer through the "Piniata" service, but based on the order amount they place, they are not entitled to a discount, the Company's fee for attracting the User and this service will amount to the fixed amount of €2 plus VAT. The Company's commission (as defined in 4.2 below) also applies to these orders.

2.10 Regular Users Reward Service (Rubies)

The Regular Users Reward Program is a separate service designed to better attract regular users and partner product orders through the Website / Application based on the special terms mentioned below. It is a special offer whereby Users automatically gain the opportunity to earn a discount coupon when placing their order, once they complete a specific number of orders set by the Partner. This way, Users who repeatedly choose the Partner, placing more orders from them, are attracted and rewarded.

The value of the coupon is deducted from the order amount. This also applies to cash on delivery orders. The discount amount to the User is borne by the Partner. Each coupon is valid for 60 days from its issuance and then expires.

To receive the Regular Users Reward Program Service, the following prerequisites must be cumulatively met by the Partner:

- ✓ Have an average rating of Users over 3.5
- ✓ Offer Users the option to pay for orders by Card, as referred to in clause 4.1.1 below.
- ✓ Have no outstanding debts to the Company as referred to in clauses 4.2 and 4.3 below, for a period exceeding 60 days.

The Partner, subject to the provisions set out above, may receive the Regular Users Reward Program Service at their free discretion, as well as discontinue it or choose it again, and increase or decrease the number of orders they have set per User for coupon issuance or the value of coupons to Users, without changing the maximum limit for the number of transactions and the minimum limit for the value of each coupon, as will be determined by the Company. The Partner may make the above changes whenever they wish, by informing the Company accordingly, either by email or by telephone. These changes to the Service are implemented on the first day of the following calendar month. For example, if the Partner wishes to discontinue the Service, this will apply for the following month, so until the end of the current month, the Partner will continue to accumulate orders for coupon issuance. If the Partner declares that they wish to receive the Regular Users Reward Program Service within the first 10 days of the month, then the Service can be activated for the current month. Otherwise, the Service will be activated for the immediately following month.

For the use of the Regular Users Reward Program Service, the Partner will be charged a fixed amount per coupon redemption, which will be proposed by the Company and accepted by the Partner if they so wish.

The Partner is obligated to accept and redeem the coupons issued to the Users. Even if a store discontinues the Service, coupons that have been issued but not used are not lost, but remain valid and can be redeemed by Users until their expiration date. If, for any reason, the cooperation between the Partner and the Company is interrupted and then restarts, the coupons that had been issued and not redeemed by Users will be reissued with a validity of 60 days from their reissuance.

2.11 "Foody Pro" Service

2.11.1. The "Foody pro" service is a separate service for attracting Users by showcasing the Partner's Store in the special "Foody pro" category and marking it with the

"Foody pro" symbol. This special "Foody pro" category appears to Users who have subscribed to the corresponding subscription service for Platform Users, in order to receive delivery benefits and/or other benefits from stores participating in the Foody pro Service, as determined from time to time by Foody.

When Users receive the benefits of the "Foody pro" subscription service, restrictions apply, indicatively concerning the distance in kilometers and the setting of a minimum order value, which are communicated in the Special Terms of the Foody pro Subscription Service for Users, as they apply each time and are posted on the Foody Website/Application.

2.11.2. For the Partner to receive the "Foody pro" service, the following conditions must be met cumulatively:

- ✓ The Partner has selected the Ordering or Delivery Service.
- ✓ The Partner must offer Users with the option to pay for orders by Card, in accordance with the General Terms & Conditions of Cooperation.
- ✓ The Partner must not have overdue debts to the Company in accordance with the General Terms & Conditions of Cooperation, for a period exceeding 60 days.

The Partner can receive the "Foody pro" Service at their free choice, and can also discontinue it or reselect it whenever they wish, by informing the Company accordingly, either by email or by phone.

2.11.3. A Partner who combines the Delivery Service with the "Foody pro" Service will serve User orders (which are not charged a delivery fee to the User) and will be charged separately based on an agreed percentage (commission) of the final value of each User order placed through the subscription service, and the percentage will be agreed upon with the Partner in accordance with the Company's pricing policy.

2.11.4. A Partner who receives the Ordering (marketplace) Service and chooses the foody pro service will offer the Users of the corresponding subscription service (foody pro) (a) zero delivery charge and/or (b) a discount, which will be applied to the total price list of their store and the percentage of which will be agreed upon with the company's sales representative. The Partner will be charged the amount corresponding to the discount percentage given to the User.

2.11.5. The charging/invoicing of the "Foody pro" Service to the Partner, based on clauses 2.11.3 - 2.11.4, is done in combination with the charging of the Company's agreed fee for the Ordering Service and the Delivery Service, in accordance with the General Terms & Conditions of

Cooperation and the Special Terms that apply to each Store. Before the service is activated, the Partner receives a confirmation message from the Company with all the features of the service.

2.12 User Ratings

The Partner accepts that users will be able to rate the Partner's restaurants, products and services through the Website or Application in the context of the current Good Practices Policy ("Reviews Policy") applied by the Company and posted on its Website / Application. The stores collaborating with the Company acknowledge and agree that, in accordance with established commercial practices and good faith, they shall not exploit the rating functionality provided by Foody by posting positive or negative reviews through third parties in any way connected to them (including, but not limited to, family members, friends, or staff). Should any such conduct be identified and substantiated, the Company reserves the right to suspend or terminate the account of the specific User, delete all verified abusive or fraudulent reviews relating to the store, and take all necessary measures to ensure the compliance of the collaborating store that is in breach of these terms.

2.13 User Charges

The Partner shall apply to Users the same, and in no case higher, charges than those offered for orders placed through the Partner's own website, if any. The Partner is not prevented from making offers to its customers directly at its physical store.

3. Electronic connection of the Partner with the Website

For the seamless cooperation with the Company, the Partner will maintain a telephone line and/or internet access at its business premises, as well as an active electronic communication (e-mail) account. Regarding the ways the Partner connects to the Website, through the Company's web portal or the Partner's PC screen or a connection bridge or a POS device, the following are clarified:

3.1. For the provision of the Services, the Partner must connect electronically to the Website by any of the above methods chosen in consultation with the Company. The Company will provide the Partner with the necessary software or the necessary technical details for the operation, service and processing of orders received through the Website.

3.2. The Company reserves the right to forward orders by telephone in case of malfunction of the connection methods.

3.3. By connecting to the Website in any way, the Partner is deemed to explicitly declare and unreservedly accept the General Terms.

3.4. The Company makes every reasonable effort for the continuous and proper maintenance of its software, which will ensure the smooth operation of the Website and Application. The Partner, however, acknowledges that the availability of websites may be affected by external factors (such as, indicatively, user's equipment, a large number of people trying to use it, the unavailability of servers, etc.) due to the nature of the internet. The Partner agrees that the Company shall bear no liability for the interruption of operation or the improper operation of the Website or Application or the Company's operating system.

4. Financial Terms

4.1 Payments - Payment of Orders

4.1.1. The Company offers Users multiple payment options, which the Partner accepts. Specifically, payment of orders by Users can be made either by cash or by card (credit/debit or through other payment services, such as Paypal/ApplePay (hereinafter collectively referred to as "the Card")).

4.1.2. In case of cash payment, the User will either pay the order amount directly to the Partner upon receipt of their order, if the Partner has their own delivery person, or will pay the amount to the Company's delivery person (Cash on Delivery "COD"), if the Partner has also chosen the Delivery Service, to be then paid as provided below.

4.1.3. or the processing/execution of transactions paid electronically, as well as those paid in cash and collected by the Company ("COD"), the Company receives payment services from DH Pay, a payment institution duly licensed by the Bank of Greece. The specific terms and conditions of cooperation with DH Pay constitute an integral Appendix to these General Terms as below.

4.1.4. It is clarified that all the electronic payments of the Users are processed by the respective Bank cooperating with the Company or the global payment service provider Adyen N.V. by the method of redirecting the User from the Company's Website to the liable website and secure environment of the respective Bank or of Adyen.

In case of payment by the User via card, other electronic means of payment, such as an electronic wallet, or cash payment collected by the Company ("COD"), the amount to be paid by any of the above methods is credited to a special bank account of DH Pay, which collects this amount on behalf of the Partner and remits it through the periodic clearing of orders, as specifically provided below in clause 4.3, after first withholding on behalf of the Company the fee agreed between the Partner and the Company, in order to remit it directly to the latter.

4.2 Remuneration (commission) of the Company

4.2.1. As consideration for the provision of the Services, the Company is entitled to a fee (commission), which is defined as a percentage of the final value of each User order received by the Partner through the Website or Application, as reflected in the retail sales receipt issued by the Partner, plus the applicable VAT. For the avoidance of doubt, it is clarified that the value of each order is considered to be the final amount received by the Partner, in accordance with the clarifications below:

- The Company is entitled to the agreed fee for all successfully completed orders.
- The above fee is increased by the legal VAT.
- Any tips for the couriers are not included in the fee.

4.2.2. The remuneration (commission) of the Company for the provision of the Services is determined based on the pricing policy of the Company as in force and is more specifically defined in the Special Terms signed with each Partner. The Additional Services are charged independently, according to the more specific terms mentioned for them, which are notified in a separate communication with the Partner (see Term 2 above).

4.2.3. The Partner is obliged to pay the fee (commission) due to the Company and any fees for additional Services it has chosen, to any of the following bank accounts of the Company (each "**the Company Bank Account**"), if the amount has not been already collected, as provided in clause 4.1.4 above:

Bank	HELLENIC BANK
Beneficiary	Delivery Hero (Cyprus) Ltd
Swift Code	HEBACY2N
IBAN	CY64005001150001150179010601

Bank	BANK OF CYPRUS
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Beneficiary	Delivery Hero (Cyprus) Ltd
Swift Code	BCYPCY2N
IBAN	CY13002001950000357027090740

4.2.4. The Company reserves the right to modify any of its charges, including but not limited to commission, service fees, and other surcharges, within the framework of its current pricing policy and market conditions, at any time. Any such modification shall be notified in writing to the Partner at their last known email address, at least thirty (30) days prior to the implementation of the new charge. The notification shall include the new commission rate and its effective date.

In the event that the Partner does not accept the modifications to the Commission, they shall have the right to terminate the Agreement with the Company upon written notice at any time after receiving the relevant notification of the modification.

Should the Partner continue to use the Company's services after the effective date of the modification, this shall constitute unconditional acceptance of the new charge by the Partner.

4.3 Invoicing | Order Clearance | Terms of Payment

4.3.1. Weekly, or as otherwise communicated in writing by the Company to the Partner, the Company will issue via an electronic invoicing system and send the Partner a service invoice. This invoice will be transmitted through an electronic invoicing provider to the competent tax authority for all the Company's fees pertaining to the preceding period, whether these fees have already been paid to the Company by DH Pay or are still owed and payable by the Partner to the Company, as specified in more detail below.

4.3.2. The payment of the Company commission for orders that have been paid by Card or cash received by the Company ("COD") or cash paid directly to the Partner (or to a courier employed by the Partner) will be offset, after deduction of the eligible commission and other expenses or charges related to the provided Services, which are mentioned in the Special Terms, from the amounts to be returned to the Partner of the cleared orders. The difference will be transferred via DH Pay directly to the Partner's bank account declared by the Partner in the Special Terms. If the Company's commission has not been fully covered by the amount withheld by DH Pay to be paid to the Company, as

explained in clause 4.1.4 above, the payment of the Company's commission shall be made by the Partner by transferring the owed amount to the Company's Bank Account within thirty (30) days from the issuance of the Company's invoice, in accordance with clause 4.2.3. above.

4.3.3. The clearing of orders made with any of the available payment methods will be carried out according to the Partner's preference of payment frequency, together with the issuance of the corresponding service invoice.

4.3.4. For any change the Partner wishes to make regarding electronic payment transactions or their bank account details, they can inform the Company at the email address: stores@foody.com.cy. For any issue, question, or complaint regarding payment services, the Partner can contact DH Pay directly using the contact details provided in the Payment Services Terms (Annex II of these General Terms). Any payment-related questions addressed to the Company may be forwarded by the Company to DH Pay.

4.3.5. The issuance and acceptance of the Company's invoices, whether for the payment of its fee or for the payment of other services, can also be done electronically through the issuance and sending of electronic invoices to the email address provided by the Partner for this purpose in the Special Terms.

5. Termination of Cooperation

5.1. The collaboration between the Company and the Partner is of indefinite duration.

5.1.1. The Company and the Partner have the right to terminate their collaboration at any time by mutual written agreement.

5.1.2. The Company reserves the right to permanently terminate the provision of Services immediately upon prior written notice to the Customer and to cease the display of the Customer and their Products on the Website or Application, (a) in the event that it has a relevant legal or regulatory obligation and/or (b) in the event of a proven culpable or repeated breach or deficient compliance with the Terms and the Customer's obligations, including the terms regarding Personal Data Protection.

5.1.3. The Company reserves the right to permanently terminate the provision of Services with thirty (30) days' prior written and reasoned notice to the Customer.

5.1.4. In the event of changes to the General Terms by the Company with which the Partner does not agree, the latter has the right to terminate their agreement with the Company with fifteen (15) calendar days' prior written notice. If the Partner continues to use the Services, it

implies acceptance of the changes.

5.2. The effects of the termination will occur after the expiration of the respective notice period, and until then, the Company and the Partner are obliged to fully fulfill their mutual obligations.

5.3. The Company reserves the right to suspend or temporarily cease the provision of part or all of its Services to the Partner with five (5) days' prior written notice if a serious reason exists, or even immediately (by notifying the Partner of its relevant decision) in cases such as the occurrence of malicious software, data breach, illegal or inappropriate content, unsolicited electronic messages, inappropriate products or services of the Partner, counterfeiting, alteration, fraud, etc.

5.4. Indicatively, reasons for suspension, cessation, or deletion may include:

5.4.1. The culpable or repeated violation or the inadequate observance of the Terms and obligations of the Partner, as well as specifically the terms for the Protection of Personal Data.

5.4.2. Failure to comply with any agreed settlement of debt with the Company.

5.4.3. The Partner's failure to pay their debts to the Company within thirty (30) days from the date of issuance of the relevant invoice or from the date they become due.

5.4.4. The Partner's performance of actions detrimental to the name, reputation, financial interests, or activity of the Company.

5.4.5. The frequent refusal to accept orders paid by Users via Card.

5.4.6. Failure to receive orders via the platform for at least two months, in a way that the Partner appears inactive - unavailable on the platform.

5.4.7. The frequent provision to the Company or direct posting of clearly illegal content, e.g. store name/product photos that infringe intellectual property rights, adding unauthorized products to the catalog/menu, etc. The suspension of services lasts until confirmation of the Partner's compliance and in any case of recurrence, the Company reserves the right to immediately terminate the collaboration.

5.4.8. Abuse of the Company's complaint submission system, with frequent submission of clearly unfounded

notifications/complaints about posted illegal content. For the examination of this specific case, factors such as the frequency of submissions, any fraudulent intent or intent to harm competition, the provision of insufficient evidence, etc., will be taken into account. The suspension of services lasts until confirmation of the Partner's compliance, and in case of recurrence, the Company reserves the right to immediately terminate the collaboration.

5.4.9 The lack of or refusal of cooperation by Partner to provide the required supporting documents for themselves and their business, which they are required to submit at the start of their collaboration with the Company, or in the context of updating or the need to modify them, for reasons of the Company's compliance with due diligence obligations arising from European or national legislation.

5.4.10 Non-compliance with any term of the Third-Party Code of Conduct, which is an integral part of these Collaboration Terms.

5.5. The Company reserves the right to terminate its contract with the Partner with immediate effect, if DH Pay informs it that it has found or has serious suspicions of the Partner's non-compliance with the applicable legislation against money laundering and terrorist financing, or due to the Partner's participation in any illegal activities, or non-compliance with terms related to the payment services provided by DH Pay and the terms of Annex II.

6. Communication

Any communication from the Partner to the Company takes place in the following ways:

- ✓ via e-mail to the email address info@foody.com.cy
- ✓ by phone at 7772250.

7. Confidentiality obligation

Throughout the duration of the cooperation, and even after its termination or dissolution in any way, both parties are obliged to strictly maintain any confidential information they receive or become aware of within the framework or due to their cooperation. They must also refrain from any announcement or publication to third parties of any information that comes to their attention in relation to the present cooperation, as well as more generally information concerning trade secrets, know-how, pricing policy, commission rates, financial and other activities or the organization of the Company. They undertake to impose the aforementioned obligation of

confidentiality on their employees, associates, and/or agents.

8. Personal data

8.1. On their connection the Website or the Application and their acceptance of the Services, the Partner is bound by and states that they undertake the obligation to process the' personal data of the users transmitted to them by the Company (hereinafter "Personal Data"), exclusively for the purpose of executing, completing, and delivering orders to the user, in compliance at all times with the legislation regarding the protection of personal data, as applicable. Specifically, the Partner is obligated to comply with the provisions of Law 125(I)/2018, of the decisions and guidelines of the Cypriot Personal Data Protection Authority and the General Data Protection Regulation (GDPR) Regulation (EU) 2016/679 of European Parliament, as applicable at any given time. The user data collected by the Company directly from the Users and transmitted to the Partner solely for the purpose of executing, completing, and delivering orders to the Users are the following:

- Contact Information (Name, Surname, Contact Telephone Number),
- Order & Delivery Data (Delivery Address, Postal Code, City, Country),
- Order Products and User Comments related to the Order.

The Partner is considered the data controller of the user's Personal Data solely and exclusively for the above purposes, namely the execution, completion, and delivery, where the delivery is carried out directly by the Partner.

8.2. Under no circumstances is the Partner permitted to further process, store, disclose, copy, or use in any way the Personal Data of users for any purpose other than the specific and limited purpose mentioned herein, nor, indicatively, for carrying out communications or/and promotional activities towards the Users. All Personal Data of users will remain in the exclusive possession of the Company.

8.3. The Company declares to the Partner that it has taken the appropriate measures and ensures the strict observance of the provisions of Law 125(I)/2018, the decisions and guidelines of the Cypriot Personal Data Protection Authority and the General Data Protection Regulation (GDPR) - Regulation (EU) 2016/679 of the European Parliament, as applicable at any given time.

8.4. The Company, within the framework of the General

Data Protection Regulation, takes care to anonymize within two (2) hours from each User's order, the Personal Data it transmits to the Partner.

When processing users' personal data by the Partner or their employees or representatives or agents or proxies, for the execution of orders, the Partner has the same obligation and is bound, as well as all their Stores and their staff or proxies, by the same obligation to anonymize all Personal Data of users transmitted by the Company in their systems and to delete any copy thereof, within an exclusive period of two (2) hours from the receipt of each order from the Company.

8.5. Upon processing Personal Data, the Partner shall:

i. immediately notify the Company of any Personal Data Breach that comes to its attention,

ii. Be liable for damage caused by the Processing of Personal Data by itself, its supervised personnel, and any third-party service providers it engages for data processing on its behalf, if they fail to meet the obligations outlined in these Terms and Data Protection Laws.

iii. Ensure that any Data Processor it engages is bound by obligations at least equivalent to those stipulated in these Terms before any Personal Data Processing occurs.

iv. Implement the necessary technical and organizational measures that comply with Applicable Data Protection Law and, in general, strictly adhere to all provisions of applicable National and European Data Protection Legislation and the General Data Protection Regulation (EU) 2016/679).

v. The Partner's granting of permission to any third party to access Personal Data shall in no way relieve the Partner of its responsibilities towards the Company or the User under the law.

8.6 Partner's Personal Data

8.6.1 The Company is committed and declares to the Partner that it processes the Partner's personal data ("**Partner Personal Data**"), as disclosed to it by the Partner or any representative thereof, solely for the purpose of providing its Services and fulfilling these Terms, in compliance with the applicable personal data protection legislation. The Company complies with the provisions of the Law 125(I)/2018, the decisions and guidelines of the Office of the Commissioner for Personal Data Protection, and of the General Data Protection Regulation - Regulation (EU) 2016/679 of the European

Parliament (GDPR) with regard to Partner's Personal Data. Detailed information regarding the processing of the Partner's Personal Data can be found in the [Privacy Policy for Partner Stores](#).

8.6.2. The Partner does not have and does not acquire access to the data of other Partners of the Company, in unprocessed or aggregated form.

8.6.3. The Company does not transmit or disclose the Partner's Personal Data to third parties, unless it concerns companies to which it has assigned, partially or wholly, the processing of personal data on its behalf and which have undertaken a confidentiality obligation towards the Company. The Company has legally ensured that the processors acting on its behalf meet the requirements and provide sufficient guarantees for the implementation of appropriate technical and organizational measures, so that the processing of the Partner's personal data ensures the protection of their rights.

The Company may transmit or disclose the Partner's Personal Data to companies affiliated with it.

The Company will transmit or disclose the Partner's Personal Data, without prior notice, where required by the applicable regulatory, legislative and generally regulatory framework or court decision (e.g. transmission to judicial authorities, tax authorities, supervisory authorities, mediation bodies) as well as to public bodies in the context of exercising their responsibilities and receiving orders for the provision of information.

Additionally, also within the framework of its regulatory obligations under the European Directive (EU) 2021/514 on administrative cooperation in the field of taxation, (DAC7), the Company will transmit the data mandated by law to the Cypriot tax authorities.

8.6.4. Upon the termination of the cooperation (irrespective of its cause) between the Company and the Partner, the Company will delete the personal data of the Partner, in accordance with the provisions of national data retention legal requirements and other national legal obligations. The Company may continue to store the Partner's Personal Data, provided that it has the right to do so in accordance with article 17 par. 3 of the GDPR (i.e. for the establishment, exercise or defense of legal claims of the Company).

9. Intellectual property

9.1. All intellectual or industrial property rights pertaining to the Website, the Application, the "Foody" logo, the software, the database and anything created by the Company for the provision of the Services, and generally related to the Services and its activity belong exclusively to the Company.

The Partner is solely responsible for the logo, trademark, distinctive signs, photographs, or material provided to the Company regarding their business for posting on the platform, while retaining their rights to them or having obtained explicit permission for their use from third parties, and is obliged to indemnify the Company against any third party claims related to them. The Partner also confirms that they hold or possess all necessary usage licenses, rights, consents, and/or authorizations related to the use of trademarks, trade names, logos, all types of intellectual property rights, as well as any related rights associated with the Partner's Store, and that they have the right to permit their use by the Company solely for the purposes of fulfilling the collaboration.

Product menu photographs of the Partner created on behalf of the Company with its own care and expense belong to the Company and remain with it even after any termination or dissolution of the collaboration with the Partner. During the collaboration, the Partner may use the photographs for their own purposes, with the exception of printed media, outdoor marketing, and services competitive to the Company.

9.2. The use in any way of the Partner's logos, trademarks and distinctive titles will be made by the Company only for purposes of fulfilling the agreement between the Company and the Partner, who expressly consents and grants permission for this use by accepting the Terms and connecting to the website. The Company does not retain any rights regarding the Partner's intellectual or industrial property. Correspondingly, the Partner may make limited use of the Company's trademarks in its store, based on the Company's instructions.

10. Dispute resolution - Internal Complaint Handling system - Mediation

10.1. These Terms are governed by the laws of the Republic of Cyprus.

10.2. The Company has an Internal System for handling Partner complaints, which is provided free of charge to the Partner, in order to ensure the swift resolution of any issue, especially if it concerns the Company's compliance with European Regulation 2019/1150 as applicable and

related Cypriot legislation, technological issues related to the Services, or conduct or measures of the Company related to the Services that affect the Partner and its activity. For this purpose, the Partner may submit an official complaint through the online portal provided to them by the Company for connection, describing the violation or non-compliance in a concise manner, with reference to specific details and the way the Partner is affected or the provision being challenged. The complaint will be forwarded to the relevant department of the Company in order to be answered in writing as soon as possible and no later than 30 working days from its receipt, and the Company will also ensure the annual publication of data regarding the operation and effectiveness of this Internal System.

10.3. In the event that the Partner's complaint cannot be resolved through the Internal Complaint Handling System of paragraph 10.2, then the Company, in an effort to settle the dispute out of court, proposes the following independent accredited mediators, taking into account the criteria of European Regulation 2019/1150 and the specialization of these mediators in the field of commercial disputes.

The request for mediation must be communicated in writing by either party to the proposed mediation center or organization. If the organization secures the agreement of the other party to participate in mediation and regarding the mediator proposed by the organization, then the main mediation process will commence no later than 15 working days from the date the dispute is submitted to the organization and both parties agree to mediation, and it will last for one (1) day. Each party will bear its own mediation costs unless otherwise determined by the mediator. It is clarified that any attempt to reach an agreement and resolve the dispute does not affect the rights of the Company or the Partner to initiate legal proceedings at any time before, during, or after the mediation process.

Mediators:

(i) ACHILLES & EMILE, CONSTANTINOS EMILIANIDES LLC
74, Arsinoes street, 1010 Nicosia,
+357 22 668618, Cyprusemilianides.a@cytanet.com.cy.

(ii) A.D.R. Cyprus Center Ltd (Cyprus Consumer Center, Kyriakou Matsi 16, Eagle House, 8th Floor, Nicosia, Cyprus, +35722519741, secretariat@adr.com.cy).

10.4. Any dispute or disagreement between the contracting parties concerning, for example, the interpretation or application, execution, interruption or

termination of the Terms or the agreement between the Company and the Partner, if it can not be resolved out of court, either amicably or through mediation, shall be subject exclusively to the jurisdiction of the competent Courts of Cyprus.

11. Force majeure

The Company is not liable for any breach of these Terms due to force majeure, as well as for any delays or failures to comply with its obligations caused by circumstances beyond its control, such as extreme weather events, earthquakes, floods, fires, emergencies, disasters, strikes within or outside the territory of the Republic of Cyprus, wars, terrorist acts, business shutdowns, pandemics, mechanical failures, and generally, any event (including those described in clause 3.5 above) that prevents the performance of the Services.

12. Final terms

12.1. In the event of an initial or subsequent invalidity of one of these Terms, the validity of the remaining provisions shall not be affected.

12.2. The Company may assign its claims and rights under the Terms without the prior consent of the Partner.

12.3. The Company's failure to exercise its rights under the Terms shall not constitute a waiver of such rights.

12.4. A list of Annexes is added, which form an integral and inseparable part of these General Terms, as if they were fully included herein. The list may be revised by the Company from time to time.

Annex I - List of Prohibited & Restricted Products

For reasons of the Company's compliance with applicable law or the requirements of third-party providers (e.g. international card networks), the Products listed in the relevant Appendix to these General Terms are either prohibited from being displayed and offered for sale through the Company's Website or Application or are subject to restrictions, meaning that the Company may request additional information or statements and warranties from the Partner regarding these products, always reserving the right not to display them on its Website and Application.

This also means that the Partner receiving the Company's Services declares that its Products do not fall under the list of Prohibited Products for as long as it collaborates with

the Company, and that any display of the Partner's products on the Website or Application that belong to a permitted category does not imply the Company's consent or tolerance to any subcategory that is prohibited or subject to restrictions.

Annex II - General Terms of Payment Services

Annex III - Technical Interconnection Agreement

Annex IV - Supplier Code of Conduct

We expect the Partner to fully comply with our Company's Supplier Code of Conduct and our Group's attached Supplier Code of Conduct,, including its employees, subcontractors, or representatives. By accepting our Services, the Customer accepts and undertakes to comply with this Code, as in force from time to time.

12.5. Greek is the original language of the text of the General Terms. In case of any differentiation between the english translation of the text and the original text in greek, the original greek text shall always prevail.

General Terms Updates - Revision History

Version	Significant Changes (Compared to the previous revision)	Revision Date
First	Adaptation of General Terms based on the provisions of the European Regulation 1150/2019	December 2020
Second	i. Modification or/and removal of certain My Restaurant ("MRA") reports and rename of MRA to "Partners Portal" ii. Updates on Order Evaluation iii. Updates of the store ranking algorithm iv. Reinforcement of the term 4.1.11.1 "Device Maintenance"	June, 2021
Third	i. Incorporation of a new "Regular Users Reward Service", called Rubbies (Clause 10.3) ii. The addition of a new Self-Service tool from the Partner Portal for bookings in the Recommended Kitchens service (Clause 10.2.2) iii. Reinforcement of discount terms and criteria for participation in the Peinata service (Clause 10.1) iv. Imposing extra cost to replace Foody Machine (Sunmis) due to repeated inappropriate use (Clause 4.1.12.1) v. Changing of criteria to the way the Partner is displayed on the Website / Application (Clause 9)	August 2022
Fourth	The terms have been entirely restructured compared to the previous version, with the significant changes listed below: i. Clause 2.3 – Addition of a reference to the temporary suspension of Delivery Service ii. Renumbering Clause 9 to Clause 2.4 – Update of the description regarding the categorization of stores based on the type of products sold. Update of the Partners ranking parameters on the Company's Website and application. iii. Enhance Partner's Responsibilities due to legal obligations (Clause 2.6.2 - 2.6.4) iv. Addition of required conditions for the packaging and delivery of products in the context of protecting the end user / consumer (Clause 2.6.5) v. Renumbering Clause 10.2 to Clause 2.8 - Rename of the Additional Service "Recommended Listings" to "Recommended Positions/ Dishes" - Update of the additional service vi. Incorporation of terms governing the service "Foody Pro" (Clause 2.11) vii. Reinforcement of financial terms and introduction of DH Pay (clause 4) viii. Enhance of terms related to the suspension (permanent or temporary), termination of cooperation or deletion of a Partner (Clause 5). Addition of the right of suspension in case of the Partner's non-compliance with anti-money laundering legislation (Clause 5.5) ix. Enhance personal data clauses with reference to Partner's Personal data (clause 8.6) x. Addition of Annex I: List of Prohibited and Restricted Products. xi. Addition of Annex II: General Terms of Payment Services (regarding the provision of payment services by DH Pay). xii. Addition of Annex III: Technical Interconnection Agreement (for Customers who are technically connected to the Company via a dedicated data exchange Bridge). xiii. Addition of Annex IV: Supplier Code of Conduct.	February 2025

Fifth	i. Clause 2.3: Addition of a reference regarding the charge for order cancellation by the Partner. ii. Clause 2.4: Addition of ranking criteria for Stores' display results, using machine learning algorithms iii. Clause 2.8: Integration of the "Recommended Dishes" Service as a subcategory of the "Recommended Positions" service & adjustment/modification for the change in the charging method. iv. Clause 2.9.6: Addition of a description of the charging calculation method for the "Piniata" Service. v. Clause 2.10: Addition of a description of the charges for the "Rubies" Service. vi. Clause 4.2.4: Addition of the company's right to modify the Partner's charges. vii. Clause 5.3: Addition of the company's right to terminate the cooperation with the Partner immediately due to serious reason. viii. Clause 9.1: Addition of a clarification regarding the copyright of menu product photographs.	February 2026
Sixth	i. Clause 2.1.1. – Addition of clarification regarding the Takeaway Service. ii. Clause 2.3. – Addition of reference regarding the avoidable waiting time fee payable by the Customer. iii. Clause 4.2.4. – Clarification regarding the Company's right to unilateral modification of Customer charges. iv. Renumbering of clauses 5.2. to 5.3. and 5.3. to 5.1.3. v. Clause 5.1.2. – Clarification regarding the Company's right to immediate termination of service provision to the Customer.	May 2026

ANNEXES

Annex I - List of Prohibited & Restricted Products/Activities

1. **Prohibited** products/commercial activities, among others, are considered the following:
 - Violation of any law, statute, decree, or regulation.
 - Violation of applicable laws or regulations regarding the sale of alcoholic beverages, prescription drugs, or medical devices.
 - Infringement of intellectual property rights, trademarks, publicity rights, privacy rights, or any other proprietary rights under the jurisdiction's laws.
 - Participation in any immoral activity.
 - Engagement involving illegal products, services, or activities, including encouraging, promoting, facilitating, or directing others to engage in illegal activities.
 - Execution of payments to or from sanctioned countries, entities, or persons subject to international/national sanctions, or those suspected or convicted of terrorism, financial crime, or any other offense.
 - Presentation of false information about the Client's identity or business activities.
 - Any product, service, or activity that funds terrorism.
 - Drugs, steroids, certain controlled substances, or other products posing consumer safety risks or any related paraphernalia.
 - Products, services, or activities (including media and journalism) that may be considered discriminatory, hateful, racist, exploitative, or that incite harassment, bestiality, mutilation, or violence.
 - Payment services where the provider collects money on behalf of others, such as payment service providers, check-cashing agencies, currency exchanges, money transmitters, travelers' checks, or money orders.
 - Ammunition, explosives, weapons, defensive arms, weapon replicas, components, or accessories, including hunting, manufacturing, or distribution of weapons.
 - Services related to accommodation, timeshare agreements, or visa issuance.
 - Promotion or advertising of third-party products or services without proper authorization.
 - Collection of money without the necessary license required in the account owner's jurisdiction.
 - Multi-level marketing, network marketing, matrix programs, outbound/inbound telemarketing, or similar schemes, including pyramid and Ponzi schemes.
 - Gambling activities, gaming, casinos, lotteries, raffles, penny auctions, fantasy sports, or sports prediction services, or sales of tokens or coupons with monetary value tied to such services, including in-game purchases.
 - Programs, materials, or services related to wealth enrichment or gambling.
 - Factoring, lending, investment services, financial services.
 - Private business directories or businesses specializing in warning letters, liquidation, or proxy services.
 - Buying or selling stocks, bonds, securities, options, futures contracts, binary options, or investment interests in any entity or asset, and services related to lotteries, debt consolidation, insurance brokerage, payday lenders, medical collections, scholarship programs, payment protection insurance, currency exchange, or FOREX activities.
 - Modification chips (e.g., for altering gaming consoles to use unauthorized hardware or software).
 - Ticket agencies without a license or resale of tickets.
 - Counterfeit clothing and products or product imitations.
 - Inappropriate, offensive, harassing, threatening, disruptive, vulgar, hateful, racist, ethnically offensive, sexually inappropriate, or otherwise improper behavior toward platform staff and/or third parties.
 - Businesses involved in the trade of:
 - a) Human organs or body parts,
 - b) Cryptocurrencies or virtual currencies.

2. Products/ Business Activity with **Restrictions**

- Pharmaceuticals/prescription drugs and medical devices (including animal health products).
- Tobacco, smoking accessories, e-cigarettes, e-liquids, vaping liquids, and vaping accessories.
- Dietary products and foods (strictly regulated), including CBD (cannabidiol) products.
- Alcohol sales.
- Jewelry, watches, gemstones, precious metals, and silverware stores.
- Ticket agencies, travel agents, or any entity selling tickets/travel experiences for future use.
- Medical, dental, and ophthalmological supplies.

Annex II - General Terms of Payment Services

GENERAL TERMS AND CONDITIONS OF PAYMENT SERVICES

These general terms and conditions regarding payment services, in combination with the General Terms and Conditions governing the cooperation between the Company and the Partner (hereinafter "General Terms"), define the framework contract for the provision of payment services between DH Pay and Partners ("Payment Services Terms") as a whole. The definitions used in the General Terms also apply to the Payment Services Terms.

1. DH PAY

The company with the name "Delivery Hero Payments Single Member Societe Anonyme - Payment Institution" ("DH Pay" or "we"), Business Registry number 157653901000, is located at 409 Heraklion Avenue, Heraklion, Attica, Greece). DH Pay is a Payment Institution (License No. 412/3/7.2.2022) supervised by the Bank of Greece, licensed to process the payments of the Users for the Services provided by the Company (Foody) to the Partner (the "Payment Service").

2. PAYMENT SERVICE

2.1. Foody offers to Users different payment options, as described in the General Terms. These payments are processed and managed by DH Pay on behalf of Foody. The Partner, by receiving the Services from Foody, simultaneously accepts the processing of payments through DH Pay. DH Pay does not manage cash payments made directly from the User to the Partner. The Payment Service of DH Pay consists of the following services:

- Collection of online payments in the Application and on the Website through the payment options described in the General Terms.
- Safeguarding the collected payments on a separate bank account.
- Netting off and paying out the amounts due to the Partner by Foody in accordance with their commercial agreement via bank transfer.

2.2. It is clarified that DH Pay does not charge nor invoice the Partner for any payment services. The process of transferring funds to merchants is carried out by DH Pay with the support of third-party payment service providers. DH Pay ensures that these providers comply with the maximum thresholds of interbank commissions for each card type or electronic payment method ([VISA/Mastercard](#)) chosen by the User, as such thresholds are defined by the applicable Greek and European legislation. It is noted that the third-party payment service providers cannot intervene in the setting of the current interbank commission rates, since the latter are determined by law.

3. APPLICABILITY OF THE GENERAL TERMS

3.1. The following provisions of the General Terms apply mutatis mutandis to these Payment Services Terms:

- Execution, duration, suspension and termination of the contract.
- Obligation of confidentiality.
- Personal Data and Partner Personal Data (* It is noted that the Partner becomes aware of DH Pay's [Data Protection Policy](#) and independently, during the Onboarding / Collection process of Partner's legal documents).
- Intellectual Property.
- Any disclaimers.
- Force Majeure.

3.2. The Partner agrees and accepts to provide DH Pay or the Company, promptly and whenever requested, with all such information and supporting documentation as DH Pay may reasonably determine at its sole discretion to ensure compliance with the applicable legal and contractual requirements for (i) anti-money laundering and anti-terrorist financing legislation and regulations, and (ii) the Know-Your-Business ("KYB") identification requirements imposed by Third Party Processors.

3.3. The Partner agrees and accepts that DH Pay may suspend the provision of payment services to the Partner and terminate with immediate effect the payment service agreement between them in case of non-compliance of the latter or in case there is a serious suspicion of non-compliance with the applicable anti-money laundering and terrorist financing legislation or in the event of a breach of any of the terms of this Annex or a breach of the General Terms relating to the receipt of payment services by DH Pay or a breach of applicable law by the Partner. The Partner declares and guarantees to DH Pay as well that it faithfully fulfills its obligations as a responsible and lawfully operating company, as it has explicitly stated in paragraphs 2.6.2 and 2.6.3 of the General Terms.

4. CONTACT

Any communication of the Partner with DH Pay regarding the payment services, any clarification, question etc. is made through email at stores@foody.com.cy

5. FINAL TERMS

5.1. In the event of initial or subsequent invalidity of one of these Payment Services Terms, the validity of the rest is not affected.

5.2. The applicable law regarding the present Annex and any matter relating to the payment services provided by DH Pay and passported to Cyprus according to Annex V of the Regulatory Technical Standards (RTS) framework for cooperation and exchange of information between competent authorities for passport notifications under Directive (EU) 2015/2366 (PSD2) shall be the one of the Home Member State, i.e. Greek law. Any dispute relating to the validity, interpretation or fulfillment of this Annex shall be submitted to the exclusive jurisdiction of the competent courts of Athens.

5.3. The non-exercise by the Company of its conditional rights does not imply its waiver of these rights.

5.4. The Partner may at any time request the Payment Services Terms on paper or digital form.

5.5. These Payment Services Terms constitute an integral part of the General Terms and Conditions as included herein.

Annex III –TECHNICAL INTERCONNECTION AGREEMENT

PREAMBLE

The Partner has accepted the General Terms and Conditions of Business Cooperation, as in force, as well as the Special Terms of cooperation (together as a whole the "Terms") with the Company Delivery Hero (Cyprus) Ltd.

In order to fulfill the purpose of their commercial cooperation and for the application of the Terms, the parties need to exchange orders' data, to invoice company's users and process User data, and wish, in addition to the Terms, to further specify in this Agreement the terms that concern the ordering exchange system and the transfer of the personal data of the Users from the Company to the Partner.

By taking into consideration the above, the contracting parties mutually agree and accept the following :

1. DEFINITIONS

The following terms used in this Agreement have the meaning assigned to them below:

"Applicable Data Protection Legislation" means any applicable National and European Data Protection Legislation, as always in force and in particular the General Data Protection Regulation (EU) 679/2016 ("GDPR"), any other legislation implementing, amending, modifying, supplementing or replacing this Regulation, as well as the decisions and guidelines of the national Personal Data Protection Authority.

"Data Controller", "Data Processor", "Data Subject", "Processing", "Personal Data", "Personal Data Breach", "Supervisory Authority" have the meaning given to them in this Applicable Data Protection Law, as defined above.

"Data Processing Contractor" means any data processor, who may be hired by the Partner, in order to receive Personal Data from the Company, solely for the purpose of performing personal data processing operations on behalf of the Partner.

2. ORDER EXCHANGE SYSTEM- SPECIFICATIONS

2.1. The Company undertakes to automatically send/provide the orders submitted by the Users through its platform, as well as the Users' Personal Data required for the delivery of the orders, directly to the Partner's ordering system through the creation/implementation of a specific application programming interface for data exchange between the Company's electronic systems and of the Partner, but also through the other predefined ways that may be mentioned in the Terms. The routing of the orders received through the Website of the Company will be taking place as follows: the order information will be sent by the Company to the respective store of the Partner, along with the coordinates of the location of each user, where the products of the order must be delivered from the respective store of the Partner. The Company will make every possible effort to secure the accuracy and validity of each item sent, without being responsible for any deviations in the coordinates of the user's location or for any errors of the user while inserting his personal information.

2.2. Taking into account the speed of the ordering exchange system and the necessity/requirement for immediate response, execution and delivery of orders, the parties agree and accept that the selling prices / value of the Partner's products, which will be ordered by users through the Company's Website, will be those that have been entered in the ordering system of the Company and those that will be applied for the invoicing between the contracting parties in the context of application of the Terms. The Partner will bear the sole weight of any cost differences arising due to an error, difference or discrepancy of these prices, in case he has not timely informed the Company in writing for change of prices / price list, so that the latter can adjust the data in its system accordingly. In the event that the Partner has updated by himself his price list through the online portal provided by the Company (portal), then these prices will be taken into account by the Company, after their submission has been systematically completed. The same applies to any other change or information concerning his business, for which the Partner is

given the capability to update/insert it by himself through the portal.

2.3. The Partner undertakes the obligation to properly maintain its ordering system, by using specialized personnel (technicians), in order to ensure the correct and smooth operation of this system, as well as the operation of the Data Integration Mechanism, throughout the duration of this Contract.

In particular, the Partner must, at his own expense and diligence, ensure that:

- (a) the response time of his ordering system does not exceed 500ms;
- (b) all required security protocols are in place and complied with; and
- (c) the availability rate of the ordering system is at least 99.9% per year.

2.4. Each party undertakes the obligation to resolve without delay and at its own expenses any security issues that may arise throughout the duration of this Agreement.

3. TRANSFER OF PERSONAL DATA

3.1. The Company will transfer to the Partner the absolutely necessary personal data of the user, accordingly, for the fulfillment of the Main Contract in force between them (contact details of the user, account name, postal address of the order, user phone number and any comments related to the order address).

3.2. The purpose of the transfer of this Data is the performance of their contractual obligations deriving by the Terms, as well as the fulfillment of the contract between the User and the Company.

3.3. The Partner undertakes to process the Personal Data solely and exclusively for the purpose of preparation, service/execution and delivery of orders, always in compliance with the Applicable Data Protection Legislation. It is strictly forbidden in any case for the Partner to process, store, disclose, copy or use in any other way the users' Personal Data for any purpose other than the above mentioned specific and limited one, nor using them, quite indicatively, for the realization of his own communication campaigns and / or for of his own promotional actions targeting Company's Users. All users' Personal Data will remain in the exclusive possession of the Company throughout the duration of this Agreement and the performance of these Terms between the Company and the Partner.

4. PARTNER OBLIGATIONS

When processing Personal Data the Partner:

- a. will anonymize all the Personal Data of the Data Subjects (users) and will delete any existing copy of them, within an exclusive period of two (2) hours from the receipt of the respective order by the Company, after which he will have access only to the anonymous statistics of these orders. In the event that the storage of Personal Data by the Partner is required for reasons of compliance with legal obligations under which the storage of anonymous statistical data is not sufficient, the Partner must inform the Company in advance and in writing,
- b. will immediately notify the Company of any breach of Personal Data, which came to his notice,
- c. will be liable for the damage caused by the Processing of Personal Data by him, his representatives, the persons acting under his supervision and the contractors he hired, because they did not meet the obligations of this Agreement and the applicable Data Protection Legislation,
- d. ensure that any Data Processing contractor hired by him will be bound by at least the same obligations set forth in this Agreement;
- e. will implement the required technical and organizational measures, which meet the requirements of the Applicable Data Protection Legislation and will generally comply with the provisions of the current National and European Data Protection Legislation and the General Data Protection Regulation EU 679/2016.

5. DURATION

The duration of this Agreement starts from the date of the technical implementation of the interconnection of the Partner's and Company's systems and will remain in force for as long as their commercial cooperation lasts and is valid.

6. OTHER TERMS

6.1. Any judicial decision or judgment of another official regulatory/supervisory authority that any term of this Agreement is null/invalid or unenforceable shall not affect its other provisions. In this case the invalid or non-enforceable term will be immediately replaced by the parties with a valid and enforceable provision, which will be closer to the purpose of the original provision.

6.2. This Agreement is governed by the provisions of Cyprus Legislation and in case of any dispute related to or arising from it, unless it can't be resolved otherwise, will be exclusively subject to the jurisdiction of the competent Courts of Nicosia.

Annex IV – Supplier Code of Conduct

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1. Preamble

Delivery Hero (Cyprus) Ltd (in the following “Foody” or the «Company»), member of the Group of Delivery Hero SE, is committed to operating responsibly, including in how we source and procure goods & services and whom we choose to work/partner with. We evaluate and select our suppliers beyond the basis of economic criteria. We consider environmental protection, compliance with human rights, labor, and social standards, as well as anti-corruption practices.

We expect our suppliers to comply fully with applicable laws and adhere to internationally recognized environmental, social and corporate governance standards (ESG). Our approach is drawn from the principles established by the United Nations Global Compact, the United Nations Guiding Principles, and Human Rights, and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work.

2. Scope

The Supplier Code of Conduct of the Delivery Hero Group is applicable to Delivery Hero SE, all its subsidiaries and all its affiliated companies (in the following the “Group”, “Delivery Hero”, “DH”). As a result, this Code of Conduct is applicable and binding for the company Delivery Hero (Cyprus) Ltd, as well as its subsidiaries and all its affiliated companies and is relevant to all its suppliers, including agents, trading companies, service providers, their contractors and every member of the supply chain (hereafter: “Suppliers”).

Our Suppliers shall accept before the initiation of any cooperation our Supplier Code of Conduct (CoC) and adhere to our principles at all times, i.e. in all situations involving any entity of the Delivery Hero Group and Foody directly or indirectly. Our Suppliers should aim to establish appropriate training measures to allow their managers and employees to gain an appropriate level of knowledge and understanding of the applicable laws, regulations and generally recognized standards, as well as standards expected by Delivery Hero.

In accordance with the above, all Foody employees with procurement-related responsibilities and tasks must inform the Company's suppliers of the high legal, ethical

and moral standards to which the Company operates, and we continually encourage them to discuss issues of ethical conduct with partners.

Riders and their potential employers will also need to comply with any policies, guidelines or training that Delivery Hero may implement for riders in relation to their services.

3. Human rights & labor standards

Delivery Hero & Foody respect human rights as set out in the United Nations Universal Declaration of Human Rights, the European Convention for the Protection of Human Rights and Fundamental Freedoms and the EU Charter of Fundamental Rights. We require our employees to treat others with fairness, respect, and equality. We expect suppliers to respect the rights of their employees and contractors, and to comply with all relevant legislation, regulations, and directives in the country in which they operate. If such relevant local laws do not exist, suppliers are in any case expected to adhere to our Code of Conduct.

Requirements set out below cover Delivery Hero's & Foody's expectations on a range of human rights-related issues. Also, Foody expects suppliers to permit & enable their employees and other stakeholders to report concerns or potentially unlawful practices at the workplace.

3.1 Forced labor, child labor, human trafficking & slavery

Delivery Hero & Foody strictly forbid to their suppliers:

- use or exploit any form of forced or involuntary labor.
- participate in any way with human trafficking, specifically the recruitment, transportation, transfer, harboring, or receipt of persons by improper means (such as force, abduction, fraud, or coercion).
- employ or use workers who fail to meet minimum age requirements. Minimum age is determined to be whichever is higher between applicable child labor laws in the country of operation or the ILO requirements (general minimum age for admission to employment or work at 15 years (13 for light

work) and the minimum age for hazardous work at 18 (16 under certain strict conditions)). In such instances where light work is used, it must meet with the definition used by the ILO that such work does not harm a child's health and development and does not prejudice attendance at school and participation in vocational training.

3.2 Working hours, wages & benefits

Delivery Hero & Foody expects their suppliers to:

- Pay all their staff/workers the greater between the minimum legal wage or a wage that meets the local industry standards & collective agreements.
- Comply with legal working hours following the provisions of national legislation.
- Pay full time workers at a level that allows them to meet their basic needs in the jurisdiction where no legal minimum wage exists.
- Comply with all other applicable local laws and regulations regarding wages, working hours and benefits, such as overtime, maximum hours and employee benefits.

3.3 Non-discrimination & Professional Standards

Delivery Hero & Foody expect their suppliers to:

- Aim for the highest possible professional standards. In particular, to maintain a respectful and dignified relationship with everyone the supplier engages with, this includes its own suppliers, Partners and employees, as well as Partners and employees of Delivery Hero & Foody. The supplier's engagement should be free of harassment, abuse of any kind, harsh and inhumane treatment;
- Not discriminate against people based on personal characteristics, including but not limited to gender, gender identity or expression, sexual orientation, race, and ethnicity; and
- comply with local laws and regulations.

3.4 Health & Safety

Delivery Hero & Foody expect their suppliers to:

- Provide a safe and healthy working environment, taking proactive action to prevent and minimize injury and ill health of their workers. In particular,

they must have in place policies and relevant systems, as well as train their staff with the aim of preventing accidents, injuries and protecting health in the workplace.

- Understand, document and eliminate hazards and risks to occupational health and safety & other third parties relating to company's operations.
- Continually work to improve the management of occupational health and safety, but also to be properly prepared to deal with emergency situations.

Where suppliers' activities include chemicals or other materials that pose a health risk to humans, we expect suppliers to abide by the following requirements in addition to those listed above:

- Ensure an appropriate health and safety management system is in place.
- Be proactive in identifying, reducing or avoiding risks to people.
- Chemicals or other materials that pose a risk to humans & the environment must be identified and handled in such a way that handling, use, storage, and disposal are carried out safely.

3.5 Freedom of association

Delivery Hero & Foody expect suppliers to uphold the freedom of association and the right to collective bargaining under applicable laws.

4. Environmental impact

Delivery Hero & Foody are committed to preserving the environment and combating climate change. We want to work with organizations & individuals that share these goals.

As a minimum, we expect suppliers to:

- Comply with all applicable environmental laws and regulations, obtaining also all environmental permits and approvals, where required.
- Minimize the negative environmental impacts of their operations, products and supply chains, including but not limited to air pollution, greenhouse gas emissions, water discharge, hazardous waste disposal, and poisonous substances.
- Use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce

waste, as well as emissions to air, water, and soil, taking action and demonstrating a willingness to continuously improve, while using certified and established environmental management systems.

Where suppliers' activities include chemicals or other materials that pose a risk to the environment, we expect suppliers to abide by the following requirements in addition to those listed above:

- Ensure an appropriate environmental, health and safety management system is in place.
- Be proactive in identifying, reducing or avoiding risks to the environment and people.
- Chemicals or other materials that pose a risk to the environment must be identified and handled in such a way that handling, use, storage, and disposal are carried out safely with proper protocols in place.

5. Bribery and corruption

5.1 Anti-bribery & anti-corruption

Bribery or corruption refers to the giving or offering of money, goods or other forms of reward to a recipient to bring about a change of their behavior or decisions in the interest of the giver, and which the recipient would otherwise not alter.

Delivery Hero & Foody do not tolerate any form of bribery or corruption, blackmail or other abusive conducts or attempt of the above. Accordingly, it is prohibited to hire third parties to perform what the suppliers themselves are not permitted to perform. Suppliers shall fully comply with applicable national and international regulations and are expected to conduct business in a professional, fair and lawful manner & means. Therefore, suppliers are expected to have established processes for sharp controls and internal regulations to prevent any kind of bribery and corruption, conducting their business transactions transparently and showing all transactions accurately in their accounting records.

5.2 Conflict of interest

A conflict of interest may arise at any time when supplier's competing loyalties or conflicting duties and obligations could potentially cause him/her to pursue a personal benefit. Suppliers are requested to take reasonable steps

to avoid any conflict of interest, real or apparent, in connection with their cooperation with Foody & Delivery Hero. Suppliers shall not enter into a financial or any other relationship with a Delivery Hero/Foody employee that creates any actual or potential conflict of interest for Delivery Hero/Foody or its employee. Suppliers understand that a conflict of interest arises when the material personal interests of the Delivery Hero/Foody employee are inconsistent with the responsibilities of his/her position with the company. All such conflicts must be disclosed and corrected. Even the appearance of a conflict of interest can be damaging to Delivery Hero/Foody and their suppliers and are to be disclosed and approved in advance by Company's management.

6. Unfair Business Practices

6.1 Collusion

Foody competes vigorously in the sectors that it is active in but is committed to doing so in a manner that is fair, honest, ethical and legal. We expect all suppliers to conduct their activities in a manner consistent with applicable antitrust and competition laws. Antitrust and competition laws are designed to encourage and protect free and fair competition and to protect consumers in a market growing into the context and principles of free and fair competition. These laws exist within the EU Member States as well as in other countries where Delivery Hero does business and apply to any relationships with competitors, Partners, service providers and suppliers.

Antitrust and competition laws prohibit practices that include:

- (1) Agreements or arrangements (including informal understandings, such as oral "gentlemen's agreements") between Foody, its suppliers and competitors that reduce or restrict competition with each other and in the market, such as price fixing, bid rigging, allocations of Partners or territories or agreements not to deal with third parties, and
- (2) Other practices, such as requiring exclusivity, excessive pricing, "tying/bundling" (conditioning the sale of a product on the purchase or sale of another product), or imposing non-competes where these practices have an unreasonable impact on competition such as where these unduly exclude competitors or exploit other parties.

6.2 Due diligence & prevention of financial crimes

Delivery Hero & Foody are committed to taking all necessary measures to prevent all forms of financial crimes, especially money laundering, terrorist financing, sanctions violations, trade embargoes and frauds. Our suppliers are expected to pass any due diligence check from Delivery Hero & Foody aimed at their detection, disruption and deterrence.

We at Foody use due diligence when selecting our service providers and suppliers. Our procurement process is based on objective and comprehensible criteria, using a documented procedure. We always aim to ensure that our suppliers follow the same high ethical principles of conduct as our Company does. Hence, our suppliers are obligated to conduct an appropriate due diligence process within their whole supply chain.

6.3 Management Systems

Our suppliers must have stringent monitoring and controlling processes including functional controls with clear allocated responsibilities that are respectively documented. Suppliers are also obliged to implement local rules and regulations, including tax laws, to ensure compliance with the principles of this Code of Conduct.

6.4 Protection of Intellectual Property/Company Assets

Delivery Hero & Foody assets comprise intellectual property, business strategies, financial data and other confidential information, as well as physical assets (hereafter: "intellectual property and company assets"). Suppliers are obliged to protect and respect Delivery Hero's intellectual property and company assets. Disclosure towards third parties requires the prior written consent of Foody. Required disclosure towards authorities under applicable laws or regulations, shall where legally permissible, be notified in advance by the supplier to Foody. Sub-suppliers shall be obliged accordingly by the supplier.

6.5 Data Protection & Security

Suppliers shall provide complete and accurate information to facilitate third party due diligence efforts undertaken by the Company before the initiation of cooperation and comply with the applicable laws and regulations in the country or countries where they operate

Suppliers shall handle and process properly and protect personal data and confidential information provided by the Company in the course of their relationship against unauthorized access, unlawful use, disclosure, loss, alteration, damage and destruction.

Suppliers are expected to use security controls that meet Delivery Hero's & Foody's requirements to maintain and protect the information, including physical and digital assets, obtained from the Company. Suppliers are responsible to maintain up to date technical and organizational measures and to confirm on a periodic basis, compliance with those.

Suppliers shall notify the Company for any suspected or actual data breach concerning the services provided. Third Parties shall assist Delivery Hero & Foody in any investigations in response to a data or information breach.

General Data Protection Regulation (GDPR requires data controllers to sign a data processing agreement (DPA) with any parties that act as data processors on their behalf and process personal data under the instructions of Delivery Hero SE or Foody (controller). Whether it is an email client, a cloud storage service, or website analytics software, you must have a data processing agreement with each of these services to achieve GDPR compliance.

Suppliers who are located in the European Union and European Economic Area (Norway, Iceland, Lichtenstein) are subject to the Data Protection Regulation.

According to the geographical scope of the General Data Protection Regulation, suppliers outside the EU+EEA might also be subject to the regulation based on their processing activities. GDPR applies if the supplier:

- has a main establishment within EU+EEA (controller of personal data),
- is processing personal data within the EU+EEA (processor of personal data)
- is processing personal data of EU+EEA citizens and data subjects who permanently live within the EU+EEA
- is not within the EU+EEA but they are specifically

offering goods and services to data subjects who live in the EU+EEA, or

- is not within the EU+EEA but they are monitoring the behavior of data subjects who live within the EU+EEA and the behavior takes place within this region.

We expect suppliers to have an adequate level of protection to the fundamental right of individuals (data subjects) upon transferring personal data to third countries who are outside the EU+EEA (eg. Great Britain, USA). An international transfer may take place if the supplier has one of the below measures in place:

- Supplier is a white listed country (Andorra, Argentina, Canada (commercial organizations), Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, Switzerland and Uruguay)
- Supplier will sign a SCC (Standard contractual Clause) with Delivery Hero SE or/and Foody.
- Supplier has Binding Corporate Rules (BCRs) as a mechanism for international transfers

Suppliers who previously relied on Privacy Shield Certificate as an adequate safety measure are obliged to sign SCC with Delivery Hero SE.

7. Food & Food Contact Packaging

Food and Food contact packaging materials must be manufactured, sourced, stored and distributed from a certified supplier according to the Global Food Safety Initiative (GFSI) benchmarked standards or alternatively the supplier must have demonstrated commitment to achieve certification via the GFSI global markets program.

Food and Food contact packaging suppliers must always maintain valid GFSI benchmarked standard certification or other competent certified body in force. In the event that reference standard certification is suspended, revoked or expired, our suppliers should immediately inform Foody's Compliance Department.

In addition, our suppliers must have gained knowledge and be constantly updated regarding the current legislative framework (both at the European and national level), regarding the general principles and requirements in the food sector, food hygiene, specific European Directives and Regulations, as well as the relevant

guidelines, decisions and announcements of local competent bodies (indicatively EFET, State Chemistry, Ministry of Rural Development and Food, etc.) on the characteristics and requirements of standards for specific types of food (indicatively mentioned oil, honey, fruit juices and the disposal and production of alcoholic beverages), additives, contaminants and food residues, the necessary nutrition labels, but also the general and specific compliance requirements for all materials and objects intended to come into contact with food.

Food and Food Packaging suppliers must demonstrate that all nonconformities identified during the audit have been closed off and verified by the external auditing company. A copy of the GFSI audit shall be made available to Delivery Hero Food Safety and Quality Management central team (foodsafety@deliveryhero.com). The supplier should demonstrate its commitment to continuous improvement. Third party auditing companies must be a reputable accredited certification body recognized by the Delivery Hero Food Safety and Quality Management central team (foodsafety@deliveryhero.com).

It is essential that riders maintain the highest standards of hygiene when delivering food. Riders should operate in accordance with the relevant food safety laws and hygiene practices to ensure food delivered to the Partners is safe and clean.

8. Food preparation equipment and machinery

All equipment and machinery used for production, preparation & storage of food must meet the legal requirements of the supply of machinery regulations which includes hygiene, safety by design, affixing the appropriate conformity marking (i.e. CE in EU), a Declaration of Conformity (DoC) and suitable instructions for use, cleaning and maintenance. The DoC and/or Instructions must state conformity with Hygiene requirements for food machinery and Hygiene Requirements for the Design of Machinery or equivalent international/local harmonized standard.

All equipment and machinery used for food to be 'designed and constructed in such a way as to avoid any risk of infection, sickness or contagion'. Equipment must be designed and constructed so that:

- They can be cleaned before each use and can be

- easily dismantled for cleaning where necessary;
- Materials coming into contact with food satisfy certain conditions as to suitability and surfaces in contact with food are smooth, have minimum edges, recesses etc
- Cleaning or disinfecting chemicals can be completely discharged from the machine;
- Insects, organic matter etc. cannot accumulate in areas that cannot be cleaned;
- Machine lubricants etc. cannot come into contact with foods.
- Instructions must be provided to indicate recommended cleaning products and methods for cleaning, disinfection and rinsing.
- Meet the requirements usual safety guarding and control systems etc. requirements.

In case you require assistance with any matter related to this policy, please contact: compliance@foody.com.cy

9. Whistleblowing

We expect all suppliers to promptly report any suspicious acts or any non-compliance with this Code of Conduct. To do so, all suppliers have the following three options -in suggested chronological order- available to them:

- contact their respective business representative with whom are in direct contact regarding to their activity.
- get in touch with the Local Compliance Department via email compliance@foody.com.cy or with Group's central Compliance Department via email compliance@deliveryhero.com
- reach out anonymously via the Delivery Hero [whistleblowing tool](#).

Adherence to the underlying Code of Conduct is of the utmost importance to Delivery Hero & Foody. If there is a suspicion of non-compliance or a violation of one or more points of the Code of Conduct listed above, the Company reserves the right to re-assess the supplier. If this suspicion is confirmed, the business partnership will be revaluated and possibly terminated according to our contractual rights and applicable law. Should the confirmed suspicion be related to a violation of fundamental human rights or laws (for example, child labour), then the relationship shall immediately be terminated, and legal proceedings initiated where applicable. Delivery Hero & Foody take a hard & strict stance against such violations and do not want to be associated with it.