

GENERAL TERMS FOR PARTNER AGREEMENTS - RESTAURANTS (March 2026)

These general terms (the “**Terms**”) constitute an appendix to the written partner agreement and/or other agreement (the “**Main Document**”) that refers to these Terms, under which restaurant partners (“**Partners**” and each a “**Partner**”), with their place(s) of business, join foodora’s platform (the “**Platform**”) and restaurant network. The Main Document, the Terms and any other appendices and/or additional terms are jointly referred to as the “**Agreement**”. The Partner and foodora are referred to jointly in the Agreement as the “**Parties**” and individually as “**Party**”.

These Terms were updated in the month indicated in the heading and supersede all general terms and conditions previously applicable to the Main Document.

1. INTRODUCTION

- 1.1. Foodora AB, reg. no. 559007-5643 (“**foodora**”), a part of the Delivery Hero group (“**Delivery Hero**”), makes the Platform available via www.foodora.se and via foodora’s mobile app. The Platform enables businesses and individuals (jointly “**Customer(s)**”) to order food, drink and other products (below jointly referred to as “**Products**” and the orders made by Customers from foodora as “**Orders**”).
- 1.2. By the Agreement, the Partner joins the Platform and foodora’s network and undertakes to, through its place(s) of business, prepare and pack and also, where applicable, deliver Products according to Orders made by Customers via the Platform, in accordance with the provisions of the Agreement (the “**Arrangement**”). For the avoidance of doubt, the provisions of these Terms also apply to Partners operating under foodora’s concepts (see separate Additional Terms for Concept Restaurants).
- 1.3. The Main Document states whether deliveries are to be made by the Partner (hereinafter referred to as “**Partner Delivery**”¹) or foodora (hereinafter referred to as “**foodora Delivery**”).

2. GENERAL

- 2.1. By making Products available on the Platform, the Partner agrees to sell the Products and any delivery it carries out in relation to Orders to foodora, which in turn sells the Products and any delivery to Customers in its capacity as independent reseller to the Partner, including marketing of the Partner’s place(s) of business and brand on the Platform and in other venues. For information purchase price, see section 6.3.
- 2.2. In the event of conflicting information between the Main Document and the Terms, the Main Document is to take precedence. In the event of conflicting information between the Main Document and its appendices, the Main Document is to take precedence over the appendices, and the appendices are to apply in the order in which they are set out above, unless otherwise stated.
- 2.3. The Parties undertake to act loyally towards each other in order to maintain the credibility of the Parties in relation to the public and each Party’s customers, business partners and other parties. Each Party must without delay notify the other Party if there is a risk of detriment to such credibility, especially if it regards matters related to labor law and sustainability.

¹ The change of the previous definition “MarketPlace” to “Partner Delivery” does not imply any change in substance for Partners where the definition “MarketPlace” is used in e.g. the Main Document. For those Partners the definition “MarketPlace” shall have the same meaning as “Partner Delivery”.

- 2.4. The Partner is responsible for supplying and, if applicable, delivering the Product(s) set out in the Order in accordance with the Terms. Through an Order, a foodora Delivery Partner enters into a binding contract with foodora for purchase of the Product(s). Through an Order, a Partner with Partner Delivery enters into a binding contract with foodora accepts to sell the Products to foodora upon delivery of the Products to the Customer.
- 2.5. The Partner is responsible for ensuring that its staff are informed of the Agreement and trained in relation to the Arrangement.
- 2.6. foodora provides a contact and support center for its Partners (“**Partner Service**”), through which Partners have the possibility to, among other things, submit complaints concerning foodora or foodora’s decisions², technical problems impacting the Partner’s ability to use the Platform, measures or specific behavior concerning the provision of the Platform that impacts the Partner, as well as information about content on the Platform that Partners consider to be illegal content or otherwise not in accordance with foodora’s values or the terms of the Agreement. Once foodora has dealt with a complaint, the Partner is notified thereof. Partner Service is reached at partner@foodora.se. If a Partner frequently submits reports or complaints that are clearly unfounded, foodora is entitled to temporarily suspend processing of the Partner’s reports or complaints. Such suspensions will only take place after foodora has issued a prior warning and will last for a maximum of 15 days.³
- 2.7. When joining the Platform, the Partner is given access to its own partner portal (the “**foodora Partner-portal**”), which gives the Partner continuous access to, among other things, order information. The Partner undertakes to stay informed about the content of the foodora Partner-portal and guarantees and ensures that only authorized persons have access to the foodora Partner-portal.
- 2.8. The Partner may get access to additional data by purchase.
- 2.9. foodora reserves the right to develop and use policies, procedures, measures and tools to ensure that the Platform is used in a way that is not illegal and otherwise complies with foodora’s values and the terms of the Agreement. foodora can on its own initiative or following a notification made by an end customer or other Partner review and act against illegal or otherwise inappropriate content on the Platform.
- 2.10. The Partner is aware of the contents of foodora’s [Third Party Code of Conduct](#) and confirms that the Partner carries out all aspects of its business in accordance therewith.

3. FOODORA’S UNDERTAKINGS AND RIGHTS

3.1. The Platform

- 3.1.1. When the Partner joins the Platform, foodora gives the Partner access to the Platform and provides hardware and/or software that enables Orders to reach the Partner (“**Technical Equipment**”).

² This may include decisions according to the Digital Services Act (EU 2022/2065) whereby foodora may limit the visibility of information provided by the Partner on the Platform. Appeals against these decisions must be made within six (6) months of the Partner being informed of the decision in question.

³ Temporary suspensions will be carried out in cases where (i) the Partner has already submitted a notice/complaint about the same content in the past and the notice/complaint is being or has already been examined by foodora; (ii) the Partner’s notice/complaint is clearly unfounded and/or fictitious, and/or the Partner is clearly not acting in good faith (e.g. notice/complaint relates not to content per se, but to the contributor of the content); or (iii) the Partner’s notice/complaint lacks basic arguments and/or supporting facts illustrating why content is allegedly illegal and/or not in accordance with foodora’s values or the terms of the Agreement.



- 3.1.2. foodora does not guarantee the availability or functionality of the Platform or any Technical Equipment supplied and is not liable for interruptions during the term of the Agreement. foodora is not liable to pay compensation to the Partner for any downtime or deficiencies/defects in the Platform or the Technical Equipment.
- 3.1.3. foodora reserves the right to limit the number of Products made available by a Partner on the Platform due to practical functions and abilities, and to ensure a good customer experience. foodora may also restrict or reject Products on the Platform which are unlawful or which foodora otherwise do not consider to be aligned with foodora's values and beliefs, see foodora's [Third Party Code of Conduct](#).
- 3.1.4. foodora also has the right to edit or delete material that is unlawful or, in foodora's opinion, is offensive or insulting, constitutes improper marketing or may negatively affect the Customer's experience of the Platform or is otherwise unrelated to the Platform's areas of use or is in any other way contrary to the Agreement, the Parties' obligation to act loyally towards each other, or foodora's [Third Party Code of Conduct](#).
- 3.1.5. foodora is entitled to unilaterally change domain name and websites participating on the Platform.
- 3.1.6. Products and Partners are made available to the Customer in accordance with, among other things, the delivery address and search filters entered by the Customer as well as foodora's current ranking of Partners and their place(s) of business and Products on the Platform ("**Ranking**"). The Ranking is, among other things, based on the Partner's popularity, interpretations of the Customer's preferences, paid placement, the label "Top Restaurants" as well as other parameters in order to ensure a good customer experience. When a Customer has searched for Partners and Products on the Platform, the search results are primarily ranked based on paid placement, the content of the Customer's search query as well as the Partner's opening hours, distance from and delivery time to the Customer in order to ensure the best customer experience. Partners who have paid for their placement through various marketing products ("**Marketing Products**") will always be ranked higher if they offer the Product or cuisine that the Customer has searched for. The relative importance of the other parameters can vary depending on the nature of the Customer's search query, but the overall goal is to give the most importance, and highest ranking, to Partners with the best match regarding assortment, the shortest delivery time and the greatest popularity.
- 3.1.7. foodora may always decide to provide better visibility as part of foodora's own marketing campaigns and for newly added Partners on the Platform and may use different interfaces for certain Partners. The Customers will however always be able to tailor their search filters.
- 3.1.8. For Partners operating as a chain or under the same brand or franchise ("**Brand Partners**"), the number of Brand Partners visible to Customers on the Platform may be limited to display the Brand Partner with the shortest overall delivery time to the relevant delivery address selected by the Customer, taking into account availability, distance and prep-time, as well as the Brand Partner's performance from time to time in order to improve customer experience.
- 3.1.9. foodora makes general compliance checks of the Partner in connection with the entering into the Main Document and throughout the term of the Agreement. This includes (but is not limited to) foodora making searches and requesting general know-your-customer ("**KYC**") and credit information as well as evidence of registrations, permits and licences applicable to the Partner's business and contacting relevant supervisory authorities (including but not limited to in relation to Applicable Regulations and Permits as defined in 4.5.1 below).
- 3.1.10. foodora has no obligation to onboard or offer any Products from a Partner until foodora is convinced that the Partner meets foodora's compliance requirements, including but not limited to in respect of any checks referred to in 3.1.9 above. Furthermore, foodora reserves the right to at any given time remove, restrict or reject sale and marketing of Partners and/or Products on the Platform that do not meet foodora's requirements as set out above, are unlawful, or which foodora do not consider to be aligned with foodora's policies, values and beliefs (including but not limited to foodora's [Third Party Code of Conduct](#)), or if foodora for any reason would be prohibited from showing or marketing Partners and/or Products on the Platform, or if the Partner otherwise does not comply with the terms of the Agreement.
- 3.1.11. foodora has the right, if necessary, to temporarily increase or decrease the delivery fee to improve the customer experience. Where applicable, this will be indicated by a red or green arrow next to the delivery fee.
- 3.1.12. foodora further reserves the right to initiate and/or carry out its own campaigns to Customers. Should such campaigns impose any type of effort or responsibility on the Partner, the Partner will be informed accordingly.
- 3.1.13. foodora may calculate the Partner's preparation time and the delivery time from the Partner to Customers.
- 3.2. *Orders*
- In connection with a Customer making an Order from foodora, which in turn orders the Products in question from the Partner, foodora issues a receipt to the Customer. For corporate customers foodora instead issues invoices on a regular basis. The Partner shall not provide the Customer or foodora with any receipt or invoice for any Orders. foodora is not liable for any damages in relation to VAT or other tax penalties resulting from the Partner's issuance of receipts or invoice.
- 3.3. *foodora Delivery*
- 3.3.1. When an Order is made with foodora Delivery, foodora's couriers or any third-party contractor designated by foodora, will pick up the Order from the Partner's place of business and ensure that the Order is delivered to the Customer in a state expected for that type of Product and the means of transport used, subject at all times to the Partner complying with section 4.4.5 below.
- 3.3.2. Under certain circumstances, foodora may compensate the Partner for re-cooking of Orders if the re-cooking is caused by foodora's actions and that the Partner has obtained foodora's consent prior to the re-cooking. In such cases, the compensation will amount to 40% of the price of the relevant meal as set out in the Recommended Price (see definition below). The compensation may be subject to foodora's further instructions.
- 3.3.3. foodora is responsible and compensates Customers for damages caused to Products during delivery with foodora Delivery. However, foodora reserves the right to charge the Partner for its costs in doing so to the extent that such damages relate to deficient or faulty Products or packaging by the Partner, or if the Partner has otherwise prepared or provided Products or other goods in breach of these Terms.
- 3.3.4. foodora is a registered food company and when transporting food as defined in Article 2 of Regulation (EC) No. 178/2002 of the European Parliament and of the Council, foodora undertakes to comply with all applicable requirements regarding food safety and hygiene under relevant food legislation.



4. THE PARTNER'S UNDERTAKINGS

4.1. Assortment

The Partner shall make its current assortment of Products (the "Assortment") available via the Platform during the term of the Agreement in accordance with the terms of the Agreement. foodora is however always entitled to decide which Products that are made available to Customers via the Platform.

4.2. Partner information

4.2.1. The Partner shall provide foodora with all necessary information in regards to the Arrangement on the date of the Agreement ("**Contract Date**").

4.2.2. The Partner is responsible to, on a continuous basis, ensure that the information is complete and correct, and undertakes to notify foodora of any changes in such information without undue delay.

4.2.3. The Partner shall ensure that foodora is informed of the current opening hours for the Partner's place of business, during which the Partner shall remain available via phone and/or chat in order for foodora to contact the Partner regarding any matter, for example if issues or problems should arise in respect of the Technical Equipment or specific Orders and being able to answer Customers inquiries relating to, among other things, product information and allergens.. Any changes to opening hours shall be communicated by no less than three (3) days prior notice.

4.3. The Platform and the Technical Equipment

4.3.1. The Partner shall possess the technical equipment necessary to manage the technical systems used by foodora (including the Technical Equipment) and ensure that all staff are aware of how foodora's technical systems and software work.

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

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

4.3.4. foodora can permit Partners to, on the Partners' own initiative, connect to external providers of middleware ("**External Providers**") that enables Orders made through the Platform to reach the relevant Partner's cash register directly. Should a Partner choose to connect to an External Provider's middleware, the Partner must keep the Technical Equipment provided by foodora and use that equipment in case any operational failure or error in the External Provider's middleware causes downtime. foodora is not responsible for any operational failure or error in the External Provider's middleware, so the Partner shall in case of such operational failures or errors contact the relevant External Provider. Only when the operational failure or error is resolved, the Partner may switch back to the External Provider's middleware instead of the Technical Equipment.

4.4. Making an Order

4.4.1. Partners who do not get their Orders automatically confirmed must, within two (2) minutes of receiving an Order, confirm it for delivery or collection at the time stated in the Order. Where possible, the Partner may also state a new time for delivery/collection. Once an Order is confirmed, the Partner can no longer change the time for delivery/collection.

4.4.2. Partners who get their Orders automatically confirmed via auto-accept are aware that an Order can be automatically confirmed for delivery or collection at the time specified in the Order. Before the Order is automatically confirmed, the Partner may, where possible, state a new

time for delivery/collection. Once an Order is confirmed, the Partner can no longer change the time for delivery/collection. A Partner who does not wish to be connected to auto-accept must inform foodora thereof.

4.4.3. If a Product is not available, the Partner must immediately disable/mark the Product as sold out/unavailable via accessible Technical Equipment, in the foodora Partner-portal or inform foodora in other appropriate manner. The Partner shall also decline Orders containing, among other things, unavailable Products unless the Customer has accepted that the Order can be completed without relevant unavailable Products.

4.4.4. For Orders with Partner Delivery, the Partner shall prepare, pack and deliver agreed Orders directly to the Customer at the time stated in the Order. For Orders with Partner Delivery, the Partner is solely responsible for the transportation of Products to the Customer. The Partner shall ensure that the delivery of the Products meet all applicable requirements for transport of that kind of Product.

4.4.5. For Orders with foodora Delivery the Partner shall, following confirmation of an Order, prepare and pack the Products for collection at the time stated in each Order. The Partner shall ensure that the Products are packed in a sufficient manner suitable for the means of transport used by foodora's couriers, or as otherwise instructed by foodora from time to time. The packaging must meet all applicable requirements for packaging and delivery of foodstuffs or other applicable requirements for the relevant Product. The packaging must ensure that there is no risk of contamination or mixing up of foodstuffs, meals, drinks or other liquids during transport, and the Partner shall assume that transport takes place by bicycle/car or other means of transportation in containers where the Products are not physically separated from each other during delivery save for by the Partner's packaging. In addition, the Partner shall as far as possible keep chilled/frozen Products separated from other Products.

4.4.6. For Orders where the Customer has chosen to pick up the Order directly from the Partner's place of business ("**Pick-Up**"), the Partner shall pack and make the Products available for the Customer's pick up at the time specified in the Order.

4.4.7. If the Partner has received or obtained delivery equipment from foodora, the Partner shall use that equipment in accordance with any instructions given by foodora, and all usage shall be without payment or compensation. The Partner is responsible to ensure that the delivery equipment purchased or otherwise obtained from foodora and used by the Partner is kept clean and in good condition at all times.

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

4.4.9. During Partner Delivery the Partner bears the risk for the Products until they have been delivered to the Customer.. In the event of failure to deliver an Order to a Customer, the Partner shall immediately inform foodora thereof. If no such information has been provided to foodora within three (3) hours from the estimated time of arrival of that Order, the Order is deemed to have been delivered.

4.4.10. As mentioned in section 3.2, the Partner shall not provide the Customer or foodora with any receipt or invoice for Orders.

4.5. Compliance and information to Customers

4.5.1. The Partner is responsible for ensuring that its business is conducted in compliance with applicable national and EU laws (e.g. food legislation), ordinances and other regulations in force from time to time, including regulations and advisories issued by public agencies, as well as self-implied requirements (Sw. *egenregleringar*) and self-control programs (Sw. *egenkontrollprogram*) (collectively "**Applicable Regulations**"). During the term of the Agreement the Partner must at



all times hold all permits, licences, self-control programs and registrations (collectively **"Permits"**) applying to its business, including any Permits necessary for foodora and the Partner to offer, market, supply and/or deliver the Products to Customers. In addition, during the term of the Agreement the Partner shall be approved for business tax status (Sw. *F-skatt*) and registered for VAT. The Partner approves that foodora may contact relevant authorities to check that the Partner complies with Applicable Regulations and holds all necessary Permits. The Partner shall actively cooperate with foodora in the event that foodora wishes to obtain relevant certificates to verify the Partner's compliance with the Applicable Regulations and holding of all necessary Permits.

4.5.2. The Partner is responsible for ensuring that its Products and the handling and marketing of them meet Applicable Regulations. Hence, the Partner is responsible for ensuring that (i) its marketing of Products is consistent with generally accepted marketing practices, (ii) the Products meet applicable requirements on product safety and are labelled and packed in accordance with Applicable Regulations, (iii) foodora is given all necessary information that the Customer needs to be provided with before an Order is made, including but not limited to necessary information under current consumer protection regulations, (iv) that the Partner's business is organized, managed and controlled in order to avoid the unintentional inclusion or contamination of allergens in the Products, and (v) that all information provided to foodora about the Products is correct and compliant with Applicable Regulations, including but not limited to information about nutrition and allergens in food in conjunction with the sale of food, drinks and other foodstuffs.

4.5.3. The Partner warrants that such information shared by the Partner with foodora regarding the Products is accurate and up-to-date and confirms that, in the event of missing information, foodora may rely on the accuracy of information obtained from external databases such as Validoo or Anti-Allergen.

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

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

4.5.6. If the Partner fails to perform its undertakings in this section 4.5, foodora is entitled at its own discretion to remove relevant Products and/or temporarily exclude the Partner from the Platform until the failure is remedied or, if foodora so chooses, to terminate the Agreement according to section 11.2 below. Compensation for breach of this section 4.5 is payable in accordance with section 13.2 and/or 13.3 below or in accordance with other relevant sections of these Terms.

4.6. Age-restricted Products

4.6.1. The Partner undertakes to have the necessary procedures in place to ensure that the handling of age-restricted Products according to paragraph 4.6.2 below, is made in accordance with Applicable Regulations and any instructions from foodora. The Partner also undertakes to continuously inform foodora about its procedures for the sale of age-restricted Products.

4.6.2. The Partner undertakes to inform foodora if specific obligations exist in relation to foodora's delivery of age-restricted Products to Customers

under Applicable Regulations. foodora has no obligation to market or sell such Products and is entitled to refuse delivery of a Product if it is regarded as unreasonably burdensome or costly, and is in accordance with section 4.7 below entitled to return Products not delivered in accordance with this section 4.6.

4.7. Complaints, returns and refunds

4.7.1. The Partner is responsible for ensuring that the Products are free of defects and otherwise in agreed condition and that potential delivery of Products is made in accordance with the confirmed Order. In case foodora receives complaints and/or returns of Products sold via the Partner, the Partner shall loyally assist foodora in all necessary aspects connected thereto in accordance with any instruction given by foodora, Applicable Regulations and foodora's General Terms and Conditions for the Platform. In case of such defects in a Product that the Partner is responsible for, the Partner may be liable to pay compensation to foodora.

4.7.2. The Partner confirms that foodora credits issued invoice(s) in relation to self-billing for approved returns and/or complaints for faulty or defective Products and that such amount may be set off against future payments.

4.7.3. Where applicable, foodora may have the right to price reductions due to handling complaints, returns and/or refunds.

4.7.4. If the Partner acts contrary to what is stated in these Terms or contrary to an instruction provided by foodora regarding the handling of complaints, returns or refunds, foodora is entitled to refuse to refund the Partner for any service fees, other costs or fees related to the Order.

5. THE ASSORTMENT

5.1. Information about and updating of Assortment

5.1.1. The Partner's obligation to provide foodora with information about the Assortment according to section 4.1 includes Recommended Price (as defined below).

5.1.2. When updates or changes are made to the Partner's Assortment (including but not limited to content) or the Recommended Price, the Partner must immediately notify foodora via the foodora Partner-portal or by e-mail to partner@foodora.se.

5.1.3. foodora is not responsible for the accuracy of information concerning the Partner's Assortment displayed on the Platform.

5.2. Maintenance of Assortment

The Partner undertakes at all times to keep a sufficient quantity of the Products featured in the Assortment available for Orders on the Platform, and to ensure that the Products are in good condition. For Products with short shelf life, the Partner shall assume that the Products are to be consumed a few days after delivery and therefore ensure that there is a margin in relation to the expiry date of such Products.

6. PRICES, CHARGES, INVOICING AND PAYMENT

6.1. Pricing

6.1.1. The Partner shall provide recommended sale prices and, where applicable, other required price information (including statutory VAT and container charges) for its Products (the **"Recommended Price"**).

6.1.2. foodora may object to offering a Product if its Recommended Price, in this case the sale price, deviates from the price the Customer pays for the same Product when placing orders directly from the Partner's own online channels.

6.1.3. The right to object in paragraph 6.1.2 is for foodora to ensure a good customer experience and to prevent free-riding issues and balance the



benefits that Partners derive from joining the Platform in terms of e.g., visibility and cost savings, against foodora's investments in offering and improving its services.

6.1.4. foodora can choose to apply the Partner's Recommended Price for Products but is always free to set the price of the Products towards the Customer at its own discretion and offer discounts in relation to Products or Orders at the cost of foodora, and apply additional fees and a minimum order value ("**MOV**") on Orders.

6.1.5. The Partner's price reductions of Products shall be carried out in accordance with the Swedish Price Information Act (Sw. *Prisinformationslag (2004:347)*). Should price reductions be made in contravention of the Price Information Act, foodora reserves the right to reject such changes and may revert to the price applied for any affected Products prior to the price reduction.

6.2. The charges and discounts

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

- a) **Start-up fee** covering onboarding, including but not limited to menu implementation and design, and access to relevant Technical Equipment and the Platform;
- b) **Monthly fee** covering, among other things, (i) technical support, software updates and troubleshooting for the Technical Equipment, (ii) SIM card and telecommunication costs, as well as (iii) the right to use the foodora Partner-portal including related service improvements from time to time;
- c) **Service Fee** applied as a purchase discount in accordance with the percentage indication in the Main Document, to the Total Order Value (see definition in section 6.3.2 and 6.3.3) in accordance with paragraph 6.3.4 below or as otherwise stated in the Main Document or other additional terms;
- d) **Other charges** applicable from time to time as agreed between the Partner and foodora (e.g., for sale of Products, advertising and Marketing Products, campaigns,⁴ licensing of Product Photographs (as defined in paragraph 8.2.1 below), vouchers or other offers made to Customers that are paid for by the Partner); and
- e) **Sanction Fees** as set out in paragraph 6.2.3 below, if, for example, the Partner declines an Order even though it is correct or otherwise fails to perform its undertakings under the Agreement in relation to Orders, quality or services provided to a Customer.

6.2.2. foodora is not obliged to levy Charges pursuant to paragraph 6.2.1 above, and any failure or waiver on foodora's part to levy one or more Charges from time to time does not constitute forfeiture of the future right to levy such Charges (including but not limited to Sanction Fees).

Sanction Fees

6.2.3. In the event of repeated mistakes, deficient delivery, or incorrect handling of Orders by the Partner, foodora has the right to levy Sanction Fees in accordance with the following:

- a) In the case of two (2) or more Orders that in total constitute at least 5% or more of the total number of Orders during the Relevant Period (as defined in paragraph 6.5.5 below) subject to the following deficiencies or incorrect handling, foodora may charge a Sanction Fee of SEK 25 per incorrect Order:
 - (i) incorrect Order (including incorrect or faulty/defective Products);
 - (ii) Products with a short or past expiry date;
 - (iii) missing Products in an Order; or
 - (iv) insufficient packaging.
- b) If an Order is not ready for collection at the time stated according to 4.4.5 and at the time foodora's couriers or any third-party contractor

arrives to the Partner, and this causes a delay of more than six (6) minutes, foodora may charge a Sanction Fee consisting of a base charge of 15 SEK plus an additional delay fee of 3 SEK for each further minute that the Order is delayed.⁵

- c) Instead of the Sanction Fee in 6.2.3 b) above, foodora can in case of the Partner's delay instead choose to charge a Sanction Fee according to the below:
 - In case a delay of 10-30 minutes caused by the Partner for two (2) or more Orders that in total constitute at least 5% or more of the total number of Orders during the Relevant Period, foodora may charge a Sanction Fee of SEK 50 per delayed Order.
 - In case of a delay of more than 30 minutes caused by the Partner, foodora may charge a Sanction Fee of SEK 100 per delayed Order.
- d) In case of two (2) or more declined Orders during the Relevant Period due to unavailable Products, foodora may charge a Sanction Fee of SEK 25.
- e) In case of two (2) or more declined Orders during the Relevant Period due to the Partner's unavailability, foodora may charge a Sanction Fee of SEK 50.

foodora may charge Sanction Fees in accordance with this paragraph 6.2.3 on top of any compensation foodora is entitled to according to section 13.2 below.

6.2.4. In the event of the Partner's breach of any license for use of Product Photographs according to section 8.2 below, the Partner shall compensate foodora with SEK 15,000 for each such breach on top of any compensation foodora is entitled to as set out in section 8.2.5 below or other damages that foodora is entitled to.

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

6.3. Purchase price

6.3.1. The amount to be paid by foodora to the Partner for Products and any delivery services provided by the Partner (the "**Purchase Price**") is equal to the Total Order Value excluding VAT minus Service Fee (see paragraph 6.2.1.c and definitions below).

6.3.2. The "**Total Order Value**" for foodora Delivery Partners is the sum of the value (based on the Recommended Price or the price set by foodora in accordance with 6.1.4 and taking into account campaigns or other discounts funded by the Partner) for all correctly delivered Products, during the Relevant Period, after deducting the sum of any refunds or compensation for faulty or missing Products, returns or other adjustments to Orders processed during the Relevant Period.

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

6.3.4. The service fee is the percentage of discount stated in the Main Document or otherwise agreed with the Partner in writing, calculated on the Total Order Value including VAT (the "**Service Fee**"). Campaigns or other price adjustments agreed between the Parties may affect the amounts on which the Service Fee is calculated or deducted from. However, any discounts, vouchers or deals funded by

⁴ See foodora's Campaign Terms in the foodora Partner-portal.

⁵ The Sanction Fee may sometimes be referred to as "Wait Time Fee".



foodora and offered to the Customer will not be taken into account when calculating the Service Fee, unless otherwise agreed between the Parties.

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

6.4. Self-billing and invoicing

6.4.1. The Partner authorizes foodora to issue invoices on behalf of the Partner for sold Products and services, and other Charges, during any given Relevant Period in accordance with Chapter 17, Section 15 of the Swedish Value Added Tax Act (Sw. *mervärdesskattelagen (2023:200)*) as amended from time to time.

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

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

6.5. Payment

6.5.1. Payment by foodora to the Partner is made to the bank account designated by the Partner.

6.5.2. Payment by foodora to the Partner is made up to four (4) times a month based on Orders placed during the following periods:

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

6.5.3. Where two (2) payments are to be made per month, the periods shall be:

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

6.5.4. Where one (1) payment is to be made per month, the period shall be each calendar month.

6.5.5. Each period referred to under 6.5.2-4 above is separately referred to as the "**Relevant Period**".

6.5.6. In the event that foodora is entitled to compensation during a Relevant Period, such as compensation for missing Orders, foodora may retrieve such compensation also after the Relevant Period in question.

6.5.7. foodora transfers the self-invoiced amounts set out in paragraph 6.4.1 above after deductions for invoiced amounts set out in paragraph 6.4.2 and other debts that the Partner has to foodora, as reflected in the invoices issued by foodora in accordance with section 6.4 above no later than seven (7) banking days from the end of the Relevant Period.

6.5.8. If no compensation is payable by foodora to the Partner for the Relevant Period, foodora is entitled to invoice the Partner for agreed Charges accrued during the Relevant Period for the Partner's payment within 20 days after receipt of the invoice.

6.5.9. If the Partner is late in making payment, interest on arrears is payable at the rate applying under the Swedish Interest Act (Sw. *räntelagen (1975:635)*). foodora is entitled to set off any due and unpaid amounts invoiced against future payments.

7. CONFIDENTIALITY

7.1. The Parties undertake not to disclose to a third party any confidential information received by one Party from the other for a period of five (5) years from the date of disclosure of such confidential information. The duty of confidentiality includes that the Partner undertakes not to share any information of the contents of the Agreement and any further information received by the Partner in respect of foodora or its systems or services, or in respect of any third party (including but not limited to

other Partners of foodora). For the avoidance of doubt, foodora shall always be entitled to share all information within Delivery Hero.

7.2. The duty of confidentiality does not include:

- a) information that at the time of disclosure is generally known or has become generally known in a manner other than by breach of the Agreement;
- b) information provided by either Party on a non-confidential basis;
- c) information that either Party is obliged to make public by law or by order of a regulatory or state agency as interpreted by the receiving Party based on guidance available at the relevant time or by rules of any listing authority or stock exchange to which the receiving Party is subject; and
- d) information whose disclosure either Party has approved in writing in advance.

8. INTELLECTUAL PROPERTY RIGHTS AND MARKETING

8.1. Rights

8.1.1. foodora or its licensors holds all rights, including intellectual property rights, to the Platform, the foodora Partner-portal and the Technical Equipment and the software included therein. The same applies to information developed by foodora on the Platform.

8.1.2. The Agreement shall not be construed to imply a transfer or assignment of ownership, title, copyright or other intellectual property rights to the Partner. The Partner may not use, copy, modify or otherwise handle any intellectual property rights belonging to foodora, nor transfer, assign or grant a third party any rights to such intellectual property rights, except as permitted in writing by foodora.

8.1.3. foodora is entitled to use, adapt and make modifications to texts, logotypes, images and other material made available by the Partner for publication on the Platform or otherwise made available under the Agreement for marketing purposes. Title to the material in its original form as provided by the Partner shall remain with the Partner, while foodora shall retain title to the material in its modified form. The Partner is responsible for ensuring that its material does not infringe the rights of any third party or otherwise contravene Applicable Regulations and shall indemnify and hold foodora harmless of any costs or claims, including legal fees, resulting from infringement of intellectual property rights of a third party or due to breach or non-compliance with Applicable Regulations. In the event of any claims or allegations being made to foodora in respect of the use of any such intellectual property right, foodora has the right to cease from using and marketing such intellectual property right by, including but not limited to, immediately suspending the relevant Partner or Product(s) from the Platform and/or take any other reasonable action to mitigate such claims and giving the Partner notice thereof (as and if legally permissible).

8.2. Photographs of the Products

8.2.1. Where applicable, the Partner is to use its best efforts to ensure that foodora, or a contractor engaged by foodora, is given the opportunity to photograph the Products (the "**Product Photographs**"). foodora is entitled to use the Product Photographs for marketing purposes on the Platform or otherwise for marketing under the Agreement. Copyright and title to the Product Photographs shall vest with foodora, and the Partner's right to use Product Photographs does not entail any ownership or other rights for the Partner other than that explicitly stated in these Terms.

8.2.2. In agreement with foodora, the Partner may obtain, in line with what is stated in these Terms, a limited, revocable, non-transferable and non-exclusive licence (the "**Licence**") to use the Product Photographs on its own website, other marketing material, such as flyers, analogue and digital campaigns etc., in order to demonstrate what the Products



look like. By such use of the Product Photographs, the Partner is obliged to credit foodora and the photographer of the relevant Product Photographs. For the avoidance of doubt, the Partner has no right to use Product Photographs for marketing or sales through third parties.

8.2.3. In agreement with the Partner, foodora may charge the Partner a fee for the Licence. foodora will invoice the Partner such license fee in accordance with section 6.4 and may deduct such fees from amounts payable by foodora in accordance to section 6.5 above.

8.2.4. Upon termination of the Agreement between foodora and the Partner, the Licence will lapse with immediate effect and the Partner must immediately cease using the Product Photographs.

8.2.5. If the Partner uses the Product Photographs in a manner not permitted under the Agreement, foodora is entitled, in addition to its other statutory and contractual rights, to receive damages from the Partner and to revoke the Partner's right to use the Product Photographs pursuant to paragraph 8.2.2 above.

8.3. Marketing of the Platform

8.3.1. When marketing the Platform, foodora is entitled but not obliged to use the Partner's name and trademarks in various marketing channels.

8.3.2. The Partner undertakes to provide foodora with information requested by foodora or any other information the Partner deems fit and suitable to present via the Platform or in other marketing channels. However, foodora has no obligation to show such information on the Platform.

8.3.3. The Partner shall continuously market the Platform in and outside its place(s) of business using stickers or other marketing materials supplied by foodora. The Partner shall also market the Platform in the Partner's own marketing materials in consultation with foodora.

8.3.4. All marketing materials and signage relating to the Arrangement or the Platform that are produced by the Partner, including but not limited to images, texts, banners, advertisements, signs, newspaper articles, advertising films, etc., whether in analogue or digital form, shall be approved by foodora prior to being published. Such approval does not relieve the Partner from its obligation to comply with all Applicable Regulations as applied from time to time, including but not limited to marketing, advertisement and copyright legislative framework and the Partner undertakes to indemnify and hold foodora harmless of any costs or claims, including legal fees, resulting from infringement of any intellectual property rights of a third party or due to breach or non-compliance with Applicable Regulations.

8.3.5. foodora may at any time, at its sole discretion, demand that the Partner cease the marketing of the Platform and any eventual use of foodora's trademarks, whereupon the Partner shall immediately end such use and return all material, including but not limited to stickers and other marketing materials, to foodora.

8.4. Brand Partners

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

8.5. Marketing Products

8.5.1. Marketing Products can be ordered by the Partner directly through foodora or in the foodora Partner-portal based on availability and are subject to separate terms.

8.5.2. The Partner is responsible for all orders of Marketing Products made by or on behalf of the Partner through the foodora Partner-portal.

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

8.5.4. foodora may also contact the Partner to provide information and offers about foodora's own services. The Partner may object to such communications at any time.

8.5.5. foodora may also share the Partner's contact details with others for the purpose of providing information and offers. The Partner may object to such communications at any time.

9. PERSONAL DATA AND ACCESS TO OTHER DATA

9.1. In addition to the information presented on the Platform, the Customer may be informed of the Partner's company name, address, VAT registration number and contact details on receipts, order confirmation or otherwise.

9.2. When the Partner uses the Platform, foodora gains access to personal data belonging to the Partner's employees, and also other data relating to the Partner and its use of the Platform, such as information on Orders and the Assortment. foodora processes personal data in accordance with its [Privacy Statement](#) applicable from time to time. foodora also processes other data to which foodora gains access, such as data generated through the Arrangement, e.g. order data and data regarding Assortment on the Platform that the Partner, when making Assortment etc. available, cannot opt out of sharing or generating on the Platform. The processing can, among other things, take place via the foodora Partner-portal where the Partner receives sales statistics and via other services that foodora provides to its Partners for the comparison of data at an aggregated level.

9.3. When performing according to the Agreement and in order to carry out Orders, the Partner gains access to personal data belonging to foodora's Customers, e.g. the Customer's name, telephone number and address or other information provided by Customers that is considered necessary to deliver Orders. The Partner is aware that it is controller for its processing of personal data within the scope of Orders and use of the Platform and the Arrangement under the Agreement and is responsible for acting in accordance with the EU General Data Protection Regulation 2016/679 (GDPR), as well as other applicable data protection legislation, and that [the Privacy Statement](#) on the Platform does not permit the Partner to: (a) carry out any processing for other purposes than handling Orders; (b) use the Customer data for marketing purposes; or (c) contact the Customer directly or indirectly other than for the purpose of fulfilling Orders. foodora is controller for its own processing of personal data within the scope of Orders, use of the Platform and this Agreement.

9.4. After termination of the Agreement, foodora processes personal and other data provided by the Partner or generated by the Partner's use of the Platform only at an aggregated level.

9.5. In the event of a breach of any applicable data protection legislation by the Partner or any employees, agents or subcontractors of the Partner, the Partner hereby agrees to indemnify and shall hold foodora harmless against any claims made by any authorities or third parties against foodora, including attorney fees and the enforcement of this section 9.

9.6. The Partner and foodora shall comply with article 33 of the GDPR.

10. TRANSFERS

10.1. The Partner is not entitled to transfer or assign its rights and/or obligations under the Agreement to another party without foodora's written consent. If transfer or assignment occurs without foodora's



consent, foodora is entitled to terminate the Agreement with immediate effect.

10.2.If the Partner's business or place(s) of business is transferred to a third party, the Partner must notify foodora thereof no later than two (2) weeks before the transfer to enable foodora to initiate negotiations to conclude an acquiring agreement with said third party. However, foodora has no obligation to begin negotiations and may terminate the Agreement with immediate effect upon transfer. A transfer may be subject to administrative fees.

10.3.foodora has the right, without the Partner's approval, to transfer or assign the Agreement or rights and/or obligations under the Agreement, in whole or in part, to companies within Delivery Hero or to have third parties perform tasks for which foodora is responsible under this Agreement.

11.TERM OF THE AGREEMENT AND TERMINATION

11.1.The Agreement takes effect from the Contract Date and is valid until further notice subject to one (1) month's notice of termination by either Party. The Parties may separately agree that the Partner will not be obliged to use the Platform during the notice period, and foodora is not obliged to complete any onboarding process or menu changes in relation to the Partner during the notice period. It should be noted that if foodora chooses not to complete any onboarding process or menu changes, the Partner will no longer be obliged to use the Platform.

11.2.Notwithstanding the provisions of paragraph 11.1 above, foodora is entitled to terminate the Agreement with immediate effect if:

- a) the Partner is in breach of its obligations under the Agreement, e.g. by not complying with Applicable Regulations, lacking necessary Permits for its business, giving misleading or insufficient information about allergens or ingredients, or having recurring deficiencies in Orders, quality, delivery or service;
- b) foodora has grounds to immediately terminate other agreements in place between the Partner and foodora;
- c) foodora for any reason is prevented from providing the Platform to the Partner or from providing the Partner's Products via the Platform;
- d) the Partner is declared bankrupt, enters into a composition/voluntary arrangement, goes into liquidation or is otherwise found to be insolvent;
- e) foodora has reasonable grounds to suspect that the Partner, or its affiliates or representatives, are or have been engaged in illegal or criminal activities; or
- f) the Partner has transferred its business or relevant place(s) of business in violation of Section 10.

11.3.Notice of termination must be given in writing (subject to that neither Party is legally restricted to do so).

11.4.Termination of the Agreement does not release either Party from its obligation to pay debts incurred during the term of the Agreement.

11.5.Start-up fee and any other Charges or costs paid by the Partner will not be refunded upon termination, transfer or assignment of the Agreement.

11.6.Following termination of the Agreement, the Partner must without undue delay to foodora return any Technical Equipment (including but not limited to surf tablet/Wi-Fi printer) and return (or, if expressly instructed by foodora, destroy) all copies and images of the Product Photographs. If any Technical Equipment has not been returned within seven (7) days from termination of the Agreement or upon any replacement Technical Equipment being provided to the Partner, foodora is entitled to charge the Partner SEK 2,000 per non-returned

Technical Equipment. The sum will be invoiced and may be withheld and/or set off against any remaining payment(s). The same applies to any costs or damages that foodora may suffer as a result of the Partner's refusal to comply with any other obligations according to this paragraph 11.6. Even if a charge is made as a result of the Partner not returning Technical Equipment, the Partner is still obliged to return it.

11.7.The Partner shall also, without delay after the termination of the Agreement, return to foodora all other such information/documentation or documents belonging to foodora. The Partner also undertakes to return all such confidential information provided to the Partner during the term of the Agreement at the request of foodora.

12.ENTIRE AGREEMENT AND MODIFICATIONS, ETC.

12.1.The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. All written or oral undertakings and commitments preceding the Agreement are superseded by the contents of the Agreement.

12.2.foodora is entitled at any time to adjust the Charges set out in the Agreement subject to 15 days' notice made in accordance with section 17 below. If the Partner does not respond to a notification within 15 days from receiving it, the adjustment is deemed to have been accepted.

12.3.foodora is also entitled to make other modifications and/or amendments to the Agreement, i.e. including these Terms, by informing the Partner of such modifications and/or amendments subject to 15 days' notice made in accordance with section 17. If the Partner does not accept the modifications and/or amendments, it is entitled to terminate the Agreement. If the Partner chooses to exercise its termination right, foodora is not obliged to pay any compensation due to the termination. Notice of termination must be given in writing. If termination has not occurred before modification and/or amendment of the Agreement takes effect, the Partner will be deemed to have accepted the modifications and/or amendments. No notice period applies when the modifications and/or amendments are subject to changes in laws and regulations or where needed to defend the use of the Platform and the arrangement under this Agreement, and/or consumers or Partners from unforeseen and imminent risks of fraud, malware, spam, data breach or any other cyber security risk.

12.4.If the Partner adds Products to the Platform and/or accepts Orders during the notice periods referred to in paragraphs 12.2 and 12.3 above, foodora will consider the Partner to have waived any applicable notice period and the Partner is deemed to have accepted the notified modifications and/or amendments.

12.5.If any provision of the Agreement or part thereof is found to be invalid, this will not invalidate the whole Agreement. Instead, to the extent the invalidity materially impacts a Party's exchange through or performance under the Agreement, the Agreement is to be reasonably adjusted.

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

13.DUTY TO HOLD FOODORA HARMLESS

13.1.The Partner is responsible for the Products' quality, nature and other characteristics. foodora does not carry out its own checks of the Products in connection with delivery of them. The Partner is also liable for defects in the Products and harm incurred by foodora, any Customer and/or any other third party due to faulty Products sold via



the Platform, in accordance with this Agreement and applicable consumer protection law and product liability laws and regulations.

- 13.2. In case of complaints regarding Products, foodora has the right to remedy the defect or compensate the Customer in the manner that foodora reasonably deems appropriate. The Partner shall reimburse foodora for foodora's costs under this paragraph 13.2, which foodora may deduct from the compensation to be paid in accordance with paragraph 6.3. foodora also has the right to refer the Customer to contact the Partner directly with regard to complaints.
- 13.3. The Partner shall defend and hold foodora harmless in relation to all claims, damages, penalty charges, costs and expenses (including reasonable expenses for engaging legal counsel) that foodora incurs due to breach by the Partner of a provision of the Agreement or Applicable Regulations or any other agreement between the Parties.
- 13.4. Except for breaches of section 7, 9.3 and the Partner's duty to indemnify under section 13.3 above, each Party's liability under the Agreement is limited to direct damage. Hence, in these cases the Parties are not liable for indirect damage such as loss of trade profit, reduced turnover/sales or loss of goodwill. foodora's total liability for damages under the Agreement is not in any case to exceed an amount equivalent to one "price base amount" (Sw. *prisbasbelopp*) under the Swedish Social Insurance Code (Sw. *socialförsäkringsbalken (2010:110)*) per calendar year. The limitations of liability set out in this section do not apply in cases of intent or gross negligence.
- 13.5. Any claims by the Partner against foodora must be made within two (2) months from the harmful event.
- 13.6. foodora is under no circumstances liable for fraudulent Orders or Orders otherwise made by Customers in bad faith.

14. FORCE MAJEURE

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

15. THE PARTIES' LOYALTY

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

Customers to use other similar services.

16. CONTACT

- 16.1. The contact person specified by the Partner in the Main Document shall be the Partner's representative in relation to all matters and communications under the Agreement, unless otherwise agreed in writing between the Parties. The Partner confirms that such contact person has full authority to decide on measures required for performance and completion of Orders and information provided by or on behalf of the Partner on the Platform. Any changes of the contact person shall be communicated no later than one (1) week prior to such change taking effect. Upon foodora's request, the Partner shall also provide foodora with documentation confirming the new contact person's proper authority.
- 16.2. If the Partner has questions concerning foodora, the Agreement or the Platform, the Partner can contact Partner Service via telephone number +46 (0)8 121 593 30 or via e-mail at partner@foodora.se, or as otherwise instructed by foodora.

17. NOTICES

Notices pursuant to the Agreement are to be delivered by courier, registered letter or e-mail in accordance with section 16 above.

18. GOVERNING LAW AND DISPUTES

- 18.1. The Agreement has been established and is to be interpreted in accordance with Swedish law.
- 18.2. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall first be referred to Mediation in accordance with the Mediation Rules of the SCC Arbitration Institute, unless one of the Parties objects. If one of the Parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally resolved by arbitration at the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Arbitration Rules of the SCC Arbitration Institute shall apply. In the latter case, the SCC shall also decide whether the tribunal shall be composed of one (1) or three (3) arbitrators.
- 18.3. Arbitral proceedings requested with reference to this arbitration clause are subject to confidentiality. The confidentiality extends to all information adduced during the proceedings, as well as any ruling or award issued in connection with the proceedings.
- 18.4. In all circumstances, foodora's clear and due claims for compensation for non-payment may be collected by means of an application for an order for payment to the authority responsible for collecting claims or via a court of general jurisdiction.

