

General Terms and Conditions of Use and Contracting Services for Partners

Last updated on February 2022

By means of these general terms and conditions of use and legal information (hereinafter, the "General Terms and Conditions of Use and Contracting On-Demand Services for Partners"), Glovoapp Spain Platform S.L.U (hereinafter, "**GLOVO**") makes the website, with the domain <https://business.glovoapp.com>, available to restaurants, groceries stores and e-commerce (hereinafter, the "**PARTNER**" or the "**PARTNERS**") to provide on-demand delivery services. These General Terms and Conditions for Partners (hereinafter "**TCS**" or "**AGREEMENT**") apply to each **PARTNER**'s use of the service.

- I. **GLOVO** is a technology company whose main activity is the development and management of a technological platform that, through a mobile application or a website, allows certain associated stores in some cities of a certain country to offer their products through the platform and, where appropriate, if the users of the platform and the consumers of said associated stores so request through the Platform, **GLOVO** operates as an intermediary between the supplier, the associated store and the user for the immediate delivery of the products.
- II. **GLOVO** also declares that it is a company providing on-demand services to independent companies, through a technological platform, the Glovo business platform, developed for this purpose and hereinafter referred to as the "**PLATFORM**".

For the purposes of these General Terms and Conditions of Use and Contracting On-Demand Services for Partners, the following capitalized terms shall have the meanings given to them below:

- **ON-DEMAND SERVICE/S:** Technology services for the purpose of connecting **PARTNER**'s own sales channels (website, platform, etc.) with **GLOVO**'s **PLATFORM**.
- **MANDATARY INTERMEDIATION SERVICES:** Technology intermediation for the purpose of making available the products sold by the **PARTNER** through their own sales channels (website, platform, etc.), to their **CUSTOMERS** through the independent couriers who provide their services through **GLOVO**'s APP ("**MANDATARY**" or "**MANDATARIES**"). Said **MANDATARY INTERMEDIATION SERVICES** includes the services of access to thousands of mandataries to ship the products of the **PARTNER**.
- **COURIER ACCESS FEE:** Fee charged by **MANDATARY** for delivery of **PARTNER** products, calculated based on standard fee structure agreed to between **MANDATARY** and **GLOVO**.
- **PARTNERSHIP FEE:** Total cost paid by **PARTNER** for **ON-DEMAND SERVICES** and **MANDATARY INTERMEDIATION SERVICES**, charged by **GLOVO**.
- **CANCELLATION PENALTY:** additional cost paid by the **PARTNER** for cancellations that are their responsibility and which are charged by **GLOVO**.
- **CUSTOMER/S:** individuals who purchase for the products offered by the **PARTNER**'s through their own sales channels (website, platform, etc.).
- **API (Application Programming Interface):** computer connection that links the **PARTNER**'s own sales channels (website, platform, etc.) that the **PARTNER** uses, where **CUSTOMERS** can order the **PARTNER**'s products, with the **Platform** in order for the **MANDATARIES** to deliver the **PARTNER**'s products to the **CUSTOMERS**.
- **ORDER CREATION:** order phase when the **PARTNER** asks for **ON-DEMAND SERVICES**.
- **DISPATCH:** order phase when a **MANDATARY** is assigned to an **ON-DEMAND SERVICES**.
- **PICK-UP:** order phase when a **MANDATARY** arrives at the pick-up point and collects the **PARTNER**'s order.
- **DELIVERY:** order phase when a **MANDATARY** arrives at the delivery point to hand over the order to the **CUSTOMER**.
- **RETURN:** order phase when a **MANDATARY** returns the order to the **PARTNER**'s address (pick-up point) due to an unsuccessful **DELIVERY**.

Company name: GLOVO SPAIN PLATFORM, S.L.U

Registered address: C/ Pallars 190, 08005 Barcelona.

Commercial Register registration details: Volume: 46,614, Folio: 172, Sheet No.: B-525512, Entry No.: 1.

Tax Identification Number (NIF): B67282871

Hereinafter, reference to "General Terms and Conditions of Use and Contracting On-Demand Services for Partners" shall be deemed as "**TCS**" or "**AGREEMENT**".

1. OBJECT

- 1.1. The common aim of these **TCS** is providing **ON-DEMAND SERVICES** so as to make available the products sold by the **PARTNERS** through their usual sales platforms to their **CUSTOMER** by means of providing **MANDATARY INTERMEDIATION SERVICES**. The **PARTNER** shall be the physical "seller" of all the products sold through their usual sales platforms and can make a request for **ON-DEMAND SERVICES** via <https://business.glovoapp.com> or, if applicable, via API connection from a specified location ("**Pick up Point**") to a designated delivery address ("**Delivery Point**").
- 1.2. **GLOVO** does not assume any liability for any incorrect or incomplete order for reasons attributable to the **PARTNER**.
- 1.3. **GLOVO** commits to complete the delivery of the products for no longer than 60 minutes from the time the order is created.
- 1.4. The **PARTNER** is able to track ongoing **ON-DEMAND SERVICES** and view historical orders using <https://business.glovoapp.com>. During an ongoing order **GLOVO** will update the order status via the aforementioned channel or (if applicable) via **API** connection, with relation to the following statuses once the order is: i) accepted by the **MANDATARY**, ii) picked-up by the **MANDATARY** and iii) delivered to the **CUSTOMER**.
- 1.5. The **PARTNER** may have various establishments or stores or may have a relation with them (hereinafter, the "**AFFILIATES**") , whose details must be provided to **GLOVO** in advance in Annex I in order for them to be activated and enabled on the **PLATFORM** with their own business profile.
- 1.6. The **PARTNER** hereby declares that its main activity is the production of food and/or manufacturing of their products, and its selling to customers. The **PARTNER** also hereby declares that these products are sold through its own digital sales channels.

- 1.7. For the purpose of providing **MANDATORY INTERMEDIATION SERVICES** for **PARTNERS**, **GLOVO** shall, through the **PLATFORM** allow companies such as the **PARTNER** to connect with **MANDATARIES** (as described in the **TCS**).
- 1.8. The relationship arising from these **TCS** is strictly a business relationship between independent parties, who agree to present themselves to the market as independent operators at all times, avoiding any confusion between the services provided by each of them. Both Parties agree to work together in good faith on certain collaboration-based projects. The Parties may amend these **TCS** by mutual agreement at any time by signing an Addendum. Each party shall be responsible only for its own employees in connection with the performance of these General Terms of Use and Contracting On-Demand Services for Partners and with the fulfillment of its own obligations hereunder.

2. DURATION OF THE TERMS AND CONDITIONS

- 2.1. The duration of the present **TCS** is TWO (2) years from the acceptance of these **TCS**, which shall be extended indefinitely for successive periods of the same length.
- If **GLOVO** wishes to terminate this agreement, it should give the other party at least a SIXTY (60) days written notice of termination, while the **PARTNER** wishing to terminate the **AGREEMENT**, must give a THIRTY (30) days written notice of termination.
- If the **PARTNER** fails to give the above-mentioned period of notice, **GLOVO** shall charge the **PARTNER** a penalty of €1/order the **PARTNER** has had delivered through the **PLATFORM** during the SIX (6) months prior to the cancellation.
- Likewise, breach of any of the obligations set forth in these **TCS** shall constitute grounds for termination of the relationship unless such breach is rectified within FIFTEEN (15) days following the notification of such breach by the affected non-breaching party, and non-payment by the **PARTNER**, for TWO (2) consecutive months, of the fees accrued in **GLOVO**'s favor pursuant to these **TCS** shall also constitute grounds for termination of the relationship.
- 2.2. If **GLOVO** wishes to amend/remove a clause or include an additional clause, it must inform the **PARTNER** in writing by e-mail or through the WebApp of the amendment or addendum at least FIFTEEN (15) calendar days before the date on which it wishes the amendment/removal/inclusion to be included. In the case that the said period expires without the **PARTNER** having expressed its opposition, the content of the notified modification/deletion/inclusion will be binding on both parties and will remain in force for the duration of the relationship. The continued access or use of the **PLATFORM** by the **PARTNER** after the entry into force of the modification/deletion/inclusion will be considered as acceptance of the same by the **PARTNER**.
- Any amendments that **GLOVO** may wish to make to these **TCS** shall in no event be retroactive unless **GLOVO** is required to comply with a legal or regulatory regulation that applies to it or when such amendments are beneficial for the **PARTNER**.
- 2.3. If the **PARTNER** wishes to make an amendment, the said party shall contact **GLOVO** through the "Terms and Conditions" section of the WebApp. The amendment proposed must be expressly accepted by **GLOVO** in order to become binding for both Parties.

3. FINANCIAL CONDITIONS

- 3.1. Payment for the use of both **ON-DEMAND SERVICES** and **MANDATORY INTERMEDIATION SERVICES** shall be calculated based on a territory and distance parameter covered by the **MANDATARIES** when making available the products of the **PARTNERS** sold by its own sales channels to their **CUSTOMERS** (hereinafter, the "**PARTNERSHIP FEE**").
- PARTNERSHIP FEE** is paid by the partner for access to **GLOVO**'s technology. Among other elements, for the calculation of said partnership fee, **GLOVO** takes into consideration the services provided, as well as other factors characterized by the **PARTNER**, such as its presence on the territory, its prestige, visibility, etc.
- The Parties declare that the criteria and the amounts used for the calculation of the **PARTNERSHIP FEE** has been freely agreed, on good faith and taking into consideration the conditions and needs of both Parties.
- Payment for the use of delivery services provided by the **MANDATARIES** shall consist of a variable amount calculated according to different factors such as territorial presence, the volume of orders, etc (hereinafter, the "**COURIER ACCESS FEE**"). The **PARTNER** will be invoiced by the **MANDATARIES** or re-invoiced for these services.
- 3.2. The **PARTNER** shall pay the **PARTNERSHIP FEE**, within THIRTY (30) calendar days immediately after their accrual. Delay in payment shall give rise to a penalty equivalent to the legal interest rate applicable to the territory at the time of the breach of contract.
- GLOVO** reserves the right to offset, charge or recover directly from the balances held by **GLOVO** in the **PARTNER**'s name all those amounts owed to it by the **PARTNER** that have not been paid within THIRTY (30) calendar days from their date of accrual.
- Regardless of the payment conditions set in this clause, the **PARTNER** shall pay the **COURIER ACCESS FEE** under the terms established in the relevant invoices issued by the **MANDATARY** for the provision of his delivery services. The payment of the **COURIER ACCESS FEE** will be managed by **GLOVO** on behalf of the **PARTNER**.

4. GLOVO'S OBLIGATIONS.

- 4.1. **GLOVO** shall do its best efforts to provide **ON-DEMAND SERVICES** and the **MANDATORY INTERMEDIATION SERVICES** regarding those orders placed by the **PARTNER** at the time when the **PLATFORM** is available (i.e., within **GLOVO** operations hours) and the deliveries follow the requirements of Pick-up and Delivery addresses as well as Weight and Volume available at <https://business.glovoapp.com>.
- For requirements related with weight and volume of the products, if the order exceeds the established volume, the partner is required to request an additional **MANDATARY** in order to complete the delivery of the objects that exceed the restrictions at the order creation. The additional service will be supported by the **PARTNER**.

- 4.2. **GLOVO** will strive to make the **ON-DEMAND SERVICES** available whenever commercially possible during the regular working hours. Depending on the availability of the **MANDATARY** or the saturation of the delivery area it may not be available at all times. While available, **GLOVO** commits to assign a **MANDATARY** to an order without delay.
- 4.3. **GLOVO** does not guarantee the availability or functionality of the **PLATFORM** or any technical systems (including hardware and software) required for the purpose of making available the **ON-DEMAND SERVICES** and is not liable for interruptions and compensations to the **PARTNER** related with downtime or deficiencies/defects.
- 4.4. When providing the **ON-DEMAND SERVICES**, the **MANDATARY** will make one delivery attempt to the address specified in the delivery service. In the event of not being able to complete the delivery, or if the **MANDATARY** cannot access the delivery point, three (3) communication attempts will be made to reach the **CUSTOMER** using the contact information provided for the specific delivery service. After these attempts, **GLOVO** will no longer be liable for a successful delivery. For non-food products, **GLOVO** will return them to the pick-up point, without prejudice to the cancellation clause set forth in Annex IV.

5. THE PARTNER'S OBLIGATIONS

5.1 The **PARTNER** shall be subject to the following obligations:

- a) Have its ordering sales channels (website, app, etc.) permanently connected on the **PLATFORM** or, at least, to keep it active at the same operating time of **PARTNER's** ordering sales channels.
- b) Pay **GLOVO** the price arranged, following the procedures stated in Section 3 of this **AGREEMENT**, and will be responsible for any breach of their obligations with **GLOVO** in this **AGREEMENT**.
- c) The **PARTNER** declares that all orders must be paid through their own sales channels and no cash should be involved in the payments done by **CUSTOMERS**. The **MANDATARY INTERMEDIATION SERVICES** provided does not involve under no circumstances any cash payments.
- d) Will not use **MANDATARY INTERMEDIATION SERVICES** of **GLOVO** for delivering products that are prohibited or restricted by the applicable law in the territory where the **AGREEMENT** takes effect in accordance with Glovo website TCs... The **PARTNER** ensures that the object of the deliveries will strictly consist of food, groceries and, in general, products manufactured by the **PARTNER** and delivered to their **CUSTOMERS** who have purchased them through its own sales channels.
- e) Arrange a Civil Liability insurance policy with a company of recognized solvency that covers the total cost of the products to be delivered by the **MANDATARIES**. Said policy may not be canceled or materially reduced. Evidence of the insurance required in this document must be provided by the **PARTNER** at **GLOVO's** request. Under no circumstances will the limits of any policy be deemed to limit the **PARTNER's** liability under these TCs.
- f) Provide the correct pick-up address, contact information as well as the delivery address and contact information of the **CUSTOMER** and any other details required for the purpose of **MANDATARY INTERMEDIATION SERVICES** to be completed. The **PARTNER** and / or **AFFILIATES** is also responsible to remain available via telephone, email and chat (as applicable) to **GLOVO's** customer support center at all times when the **ON-DEMAND SERVICES** are carried out. **GLOVO** takes no responsibility for any failed deliveries or other failure to provide the **ON-DEMAND SERVICES** due to the unavailability of the **PARTNER** and/or **CUSTOMER**.
- g) Manage working hours of establishments or stores which it has a relation with in order to request **ON-DEMAND SERVICES** to **GLOVO** with at least TWENTY (20) minutes before closure and to avoid cancellations due to store closure.
- h) Notify **CUSTOMERS** prior to placing an **ON-DEMAND SERVICE** that their personal data will be shared with **GLOVO** and the **MANDATARY** to enable the delivery and, in connection with the applicable deliveries, request the **CUSTOMER's** consent to receive delivery status updates by text messages, from **GLOVO**.
- i) In the event that the entire order is canceled for a reason attributable to the **PARTNER** (e.g. if its store is closed during its stated hours, if it does not have the products required to fulfill the Order in full, or for any other reason precluding the **PARTNER** from preparing the order), the **PARTNER** will be charged according to clause 6..
- j) Prepare and supply the orders delivered by **MANDATARIES** solely and exclusively from its own kitchens or those of its restaurant partners (in the case where **PARTNER** is an aggregator of restaurant orders) from those that may be made available to it by **GLOVO** in order to comply with its hygiene and public health obligations set forth in these **TCs**, as well as to comply with the efficiency and logistics criteria agreed between the Parties.
- k) Provide truthful information about its bank account number and bear the costs that may arise from providing any false information in relation to such account number.
- l) The **PARTNER** shall be liable in the event of damaged or lost products during transportation. If this event occurs, the **PARTNER** must inform **GLOVO** through the WebApp. Additionally, a visual proof of the damages shall be reported immediately upon delivery and no longer than ONE (1) week after the order have been delivered. If the **PARTNER** is proved to be right, **GLOVO** and the **MANDATARY** will refund the **PARTNER** in the amount detailed in clause 6.
- m) The **PARTNER** shall be liable in the event of a suspicious fraud on delivery (associated with an order not delivered or not returned to the pick-up point). If this event occurs, the **PARTNER** must inform **GLOVO** immediately upon delivery and no longer than ONE (1) week after the delivery time through the WebApp. If the **PARTNER** is proved to be right, **GLOVO** and the **MANDATARY** will refund the **PARTNER** in the amount similar to a cancellation during DELIVERY / RETURN (**PARTNERSHIP FEE** + 10 euros).

5.2 The **PARTNER**, with regard to the **MANDATARY INTERMEDIATION SERVICES** specifically, shall in addition be required to:

- a) Complete Annex II "Food Transport Safety" in accordance with any requirements that may apply to the **MANDATARY** for the transport of the products.
- b) The **PARTNER** undertakes not to make the **MANDATARY** wait for more than 10 minutes after their arrival. Otherwise, delay penalties (included in the **PARTNERSHIP FEE**) will be applied to the **PARTNER**.
 - A penalty of €0.50 plus tax shall be applied between 10 minutes to 15 minutes from the **MANDATARY's** arrival in the store;
 - A penalty of €0.75 plus tax shall be applied between 15 to 20 minutes from the **MANDATARY's** arrival in the store;

- A penalty of €1.00 plus tax shall be applied after 20 minutes from the **MANDATARY's** arrival in the store.

The delay penalties are charged by GLOVO to each **PARTNER** with the monthly invoicing.

- c) To complete Annex III "Coordination of Business Activities", stating the risks at its facilities that may affect the **MANDATARIES**, as provided in the applicable legislation on the coordination of business activities.

- 5.3 When providing incident management services to the **PARTNER**, **GLOVO** shall act as a mere intermediary in any event, facilitating contact with those users that have used the APP. The financial cost and consequences of the incident shall be borne in full by the **PARTNER**.

6. CANCELLATIONS

- 6.1 Once a **MANDATARY** has voluntarily accepted an order, the execution of the **ON-DEMAND SERVICES** is considered to have started and, depending on the processing phase, the **PARTNER** may be entitled to specific service fees if a cancellation of the service is requested.

Without prejudice to the foregoing, the cost of a cancellation may depend on the following factors:

- 1) The cancellation is **GLOVO'S** or **MANDATARY'S** responsibility;
- 2) The cancellation is **PARTNER'S** or **CUSTOMER'S** responsibility.

- 6.1.1. If the cancellation is **GLOVO** or the **MANDATARY** responsibility, they are responsible to compensate the **PARTNER** according to the following conditions:

Order phase	Situation	GLOVO pays PARTNER
Before PICK UP	PARTNER created the order and Mandatary accepted it	PARTNERSHIP FEE
Between PICK-UP and DELIVERY / RETURN	MANDATARY has picked up the order and canceled en-route, less than 60 minutes have passed	PARTNERSHIP FEE + 7 euros
	MANDATARY has picked up the order and canceled en-route, more than 60 minutes have passed	PARTNERSHIP FEE + 10 euros
DELIVERY / RETURN	MANDATARY has arrived to the delivery / return address, less than 60 minutes have passed	PARTNERSHIP FEE + 7 euros
	MANDATARY has arrived to the delivery / return address, more than 60 minutes have passed	PARTNERSHIP FEE + 10 euros

There is not any legal relationship between **GLOVO** and the **CUSTOMER** thus, the **PARTNER** is responsible to compensate the **CUSTOMER** according to **PARTNER's** cancellation policies.

- 6.2.2 If the cancellation is the **PARTNER** or the **CUSTOMER** responsibility, the **PARTNER** is responsible to compensate **GLOVO** according to the following conditions:

Order phase	Situation	PARTNER pays GLOVO
After ORDER CREATION / DISPATCH	MANDATARY has accepted the order OR has started to go to the Pick Up Point but not entered therein	N/A
Before or during PICK UP	MANDATARY entered the Pick Up Point	PARTNERSHIP FEE + CANCELLATION PENALTY (3 euros) <i>Additional penalties may apply according to delays at pick up in clause 5.4 b)</i>
Before or during DELIVERY	MANDATARY entered Delivery zone	PARTNERSHIP FEE + CANCELLATION PENALTY (5 euros)

- 6.3. The cost of cancellations will be shared by **GLOVO** to each **PARTNER** with the monthly invoicing. For more details on cancellations check the Annex IV.

7. MISCELLANEOUS

- 7.1. The **PARTNER** undertakes not to harm or in any way damage **GLOVO's** image and reputation, and it may use **GLOVO's** and/or the **PARTNER's** brand to identify itself to the public as an associate through any of the means used by the **PARTNER** and **GLOVO** for their own promotions and to attract users.

- 7.2. In the event that the **PARTNER** directly or indirectly takes any action that could harm or damage **GLOVO's** image and reputation (e.g. disclosing information about **GLOVO's** business to **GLOVO's** competitors or making negative comments about **GLOVO**), **GLOVO** reserves the right to stop applying these Terms and Conditions for Partners as well as the set of agreements concluded with the **PARTNER**, take legal action and claim damages from the **PARTNER**. In the event of breach of this obligation, **GLOVO** shall be entitled to charge the **PARTNER** an additional €1/order the **PARTNER** has had delivered through **GLOVO** during the SIX(6) months prior to such behavior.
- 7.3. The **PARTNER** shall refrain from disclosing any business secrets or confidential information to which it has had access as a result of its professional relationship with **GLOVO**.
- 7.4. In addition, by agreeing to these **TCS**, the **PARTNER** undertakes not to develop or market any applications that are in direct competition with the **GLOVO PLATFORM** during the term of the contractual relationship.
- 7.5. All brands, domain names, software and other creations that are subject to Industrial and Intellectual Property rights in relation to the **PLATFORM**, including any possible future changes, are the property of **GLOVO**. The **PARTNER** undertakes not to register or apply for registration thereof or of any similar ones anywhere, or to alter, modify or cancel them, and it expressly accepts that nothing contained in these **TC's** grants it any future rights in relation to such rights.
- 7.6. Save as expressly provided in these **TCS** or in a subsequent Annex, the **PARTNER** may not issue a press release or refer to **GLOVO** in any way in connection with these **TCS** or in any other way without **GLOVO's** prior written consent.
- 7.7. For the duration of these **TCS**, the **PARTNER** hereby grants **GLOVO** a royalty-free license, which is non-exclusive, worldwide-valid, as well as the right to use its Intellectual Property, including, but not limited to: copyright, trade secrets, know-how, trademarks, images, text and, in general, the entire content published on its website ("**PARTNER's** IP") provided by the **PARTNER** for the purposes of i) executing these **TCS** and ii) performing marketing activities for its online orders and iii) for any other related purposes. In no case will the above mean that the **PARTNER** transfers its IP to **GLOVO** (unless otherwise agreed in a separate Contract).
- 7.8. The **PARTNER** declares, warrants and agrees that it holds the ownership of its **PARTNER's** IP (through a valid property or license), and the **PARTNER** has the right to license or sublicense the use of such IP to **GLOVO** for the purposes of these terms and conditions, and it is not aware of any third party violating its IP rights. The **PARTNER** shall not enter into any subsequent agreements that could restrict **GLOVO's** right to use the **PARTNER's** IP.
- 7.9. The **PARTNER** states that, in its own economic activities, it is aware of, and in compliance with, European data protection legislation and privacy regulation applicable in the relevant country where the services set forth in these **TCS** are received.
- The **PARTNER** acknowledges that the **CUSTOMER'S** personal data (name, delivery address, contact information and any special instructions required for delivery) will be under **GLOVO's** usage to fulfill the delivery service provided by the **MANDATARIES** pursuant to the agreement set forth in these **TCS**, and that the **PARTNER** must therefore grant access to the mention data at all times during the term of contractual relationship.
- The **PARTNER** shall be liable to **GLOVO** for any infringements that may be incurred by it if it uses the data for any purposes other than as provided in these **TCS** and for failing to put in place the necessary measures to ensure the security of the data received. By agreeing to these **TCS**, the **PARTNER** hereby warrants to **GLOVO** that it has appropriate protection measures in place, and it undertakes to adhere to the legislation applicable to it as data processor and to destroy the data when its purpose has been fulfilled and in any event once the relationship with **GLOVO** has come to an end.
- Whenever so required by the current legislation, the **PARTNER** must sign a Data Processing Agreement with **GLOVO** (hereinafter, the "**DPA**") setting out the obligations and responsibilities described in the applicable legislation that may be applicable to the acceptance of the **TCS**. The Parties must sign the **DPA** attached to these **TCS** as Annex V.
- 7.10. In order to comply with its obligations under these **TCS**, the **PARTNER** and its employees, agents and representatives must fully obey all the applicable local laws relating to the fight against bribery, money laundering and financial terrorism, anti-trust and others that may apply to the activity. Furthermore, it must carry out its activities in accordance with the most stringent principles and ideals of ethics, integrity and good faith, avoiding, both directly and/or through third parties, any involvement in illegal business activities.
- 7.11. Under no circumstances the **PARTNER** will have access to information from other partners with whom **GLOVO** has a contract. However, the **PARTNER** may have access to information in aggregate form on incomplete order volume, preparation time, order volume, or other relevant information relating to the city or radius where the **PARTNER** offers its products or services.
- 7.12. The **PARTNER** states that it complies with **GLOVO's** Standards of Ethics and Business Conduct for Third Parties (the "**Guidelines**") and that it has become familiar with their content, and it warrants that it will do so and will refrain from infringing the provisions of the said document.
- 7.13. The **PARTNER** undertakes to provide, within a maximum of THIRTY (30) days whenever so requested by **GLOVO**, documents confirming the lawfulness of its activities in a valid and organized manner, as well as any additional clarifications on its business that may be necessary for auditing purposes. Failure to provide the said documents will result in the suspension of any transfers until the documents requested by **GLOVO** have been provided.
- 7.14. **GLOVO** reserves the right to transfer this relationship to any entity directly or indirectly belonging to **GLOVO** (the **GLOVO** group companies and subsidiaries). In the event that **GLOVO** or any **GLOVO** group company or subsidiary is involved in a merger, consolidation, change of corporate control, substantial assignment of assets, restructuring or liquidation, **GLOVO** may at its sole discretion transfer or assign this relationship to the related party or any of its affiliates.
- In any case, the **PARTNER** is not entitled to transfer this AGREEMENT to any entity unless **GLOVO** expressly authorises such transfer. If the **PARTNER** transfers this AGREEMENT to a third party without **GLOVO's** authorisation, **GLOVO** will be entitled to terminate the AGREEMENT without giving any prior notice.
- 7.15. In the event that the **PARTNER** has any incident, problem, complaint or claim regarding the services provided by **GLOVO**, the **PARTNER** can contact **GLOVO** free of charge through the WebApp or via email help_es@glovoapp.com. Once the **PARTNER's** complaint or claim has been received, an

internal complaint handling procedure will be initiated so that the support team can follow up on the case and proceed to study and resolve it. **GLOVO** assumes the obligation to review the complaint within a reasonable period of time and to communicate the results of the complaint individually and in a simple manner.

8. JURISDICTION AND APPLICABLE LAW

- 8.1. These Terms and Conditions for Partners shall be governed by the current laws of Spain.
- 8.2. The **PARTNER**, waiving any jurisdiction that might otherwise apply to it, agrees to submit the resolution of any disputes that may arise in connection with the construction, performance or enforcement of these **TC's** to the jurisdiction of the courts of Barcelona.
- 8.3. In the event of a conflict between these **TC's** and any other conditions, these **TC's** shall prevail unless otherwise agreed in writing.

GLOVO

Signature:

THE PARTNER

Signature:

Annex I – Registration Request for Restaurant “XX” Which Has Acceded to the “General Terms and Conditions of Use and Contracting for Partners” for Intermediation in the Immediate Delivery of “XX” Products Concluded Between YY and Glovoapp Spain Platform S.L.U, [...]

For the attention of Glovo Spain Platform, S.L.U. (help_es@glovoapp.com)

I, Mr/Ms [representative's full name], a businessperson of full legal age with Tax Identification Number (NIF) [...], acting for and on behalf of the company [...], as its [...], a position which I declare is still in force, hereby state as follows:

ONE: I declare that I acceded to the “General Terms and Conditions of Use and Contracting for Partners” for intermediation in the immediate delivery of “XX” products concluded between YY and Glovo Spain Platform, S.L.U on [...], and I undertake to comply with it in full.

TWO: In order to give effect to the accession, I hereby send the information required of the restaurant(s) operated by the company [...], which has/have acceded to the agreement, so that GLOVO may register it/them in its systems:

Operating company: _____
Corporate Tax Code (CIF) No.: _____
Contact person: _____
General contact email address: _____
General contact telephone no.: _____
Current account: _____

THREE: In addition, I expressly authorize Glovo Spain Platform, S.L.U to send YY on a weekly basis a list of the transactions carried out by users in relation to “XX” products of the restaurants included herein.

FOUR: Finally, I undertake, in my own name and for and on behalf of [...], to respect the confidentiality of the terms set forth in this document and in the **TCS**.

FIVE: I acknowledge, undertake and expressly consent to the fact that breach of the obligations contained herein or in the Terms and Conditions for Partners to which am acceding may result in the acceding restaurant(s) ceasing to enjoy the intermediation service for the immediate delivery of products.

I hereby sign and undertake to comply with the above in [...], on

Company _____

Signature. The franchisee.

Annex II — FOOD TRANSPORT SAFETY

In accordance with Clause 5.4.2 of these Terms and Conditions for Partners, the food transport safety requirements, to be selected, modified or added to by the **PARTNER**, are provided below by way of example without limitation. The following requirements must be met in order for the **MANDATARY** or its courier service (hereinafter, individually or collectively, "You") to deliver food on behalf of the **PARTNER**'s restaurants as provided in the "General Terms and Conditions of Use and Contracting for Partners":

- You must comply with all the requirements of the local regulatory agency, as well as with the Company's requirements set forth in the "General Terms and Conditions of Use and Contracting for Partners", with regard to the transport of food. If the Company's requirements are different from the local requirements, you must comply with the stricter ones.
- You may never carry food products in a vehicle that has previously contained animals, chemicals or petrol without first fully cleaning and disinfecting the vehicle. You must consult the owner's manual before cleaning the inside of the vehicle.
- During transport, you must protect all food and drinks from dust, foreign objects, chemicals or any other contaminants.
- You must not store food in direct contact with ice or water. You may only use sealed ice bags where this is necessary in order to keep the product at the appropriate temperature. If the ice packs are reusable, you must wash, rinse and disinfect them after each use. Hot and cold sandwiches must be kept in separate containers in order to keep them at the appropriate temperatures.
- All food and drink must be carried in equipment designed to maintain the appropriate temperatures (such as insulated or thermal bags/boxes, refrigerators, etc.). Containers used for delivery must:
 - Be approved by the NSF (or its local equivalent).
 - Be durable, corrosion-resistant and non-absorbent.
 - Be sufficiently thick and heavy to withstand repeated washing, rinsing and disinfection.
 - Have a smooth surface that is easy to clean.
 - Be free of odors such as those of strong plastic, chemicals and smoke.
 - Be hard-wearing and free from bites, splinters, scratches, stains and cracks, and have no absorbed moisture or decomposition.
- Be kept clean at all times.

Annex III – COORDINATION OF BUSINESS ACTIVITIES

Pursuant to Clause 5.4 of these Terms and Conditions for Partners, and in accordance with the applicable legal provisions on the coordination of business activities, the **PARTNER** undertakes to indicate those risks in its premises^[1] that may affect the **MANDATARIES** present at them by crossing the appropriate boxes below:

1. Workplace Layout

- ☐ Falling onto the same level (e.g. as a result of slippery floors or floors in bad condition)
- ☐ Falling onto different levels (e.g. as a result of stairs, uneven floors or uncovered holes)
- ☐ Stepping on objects/materials (e.g. as a result of untidiness or lack of cleanliness or the presence of cables)
- ☐ Cuts with objects or materials (e.g. as a result of using work equipment, areas with sharp edges or tiles in poor condition)
- ☐ Bumping into immovable objects (e.g. as a result of narrow walkways, untidiness or lack of cleanliness)
- ☐ Becoming trapped by moving items (e.g. by automatic doors, use of work equipment)
- ☐ Materials collapsing or being knocked over (e.g. as a result of unsecured shelves or inadequate storage)
- ☐ Objects falling while being handled (e.g. as a result of lack of cleanliness or failure to use personal protective equipment)
- ☐ Contact with chemical substances (such as cleaning products in use or storage)
- ☐ Direct/indirect electrical contacts (e.g. as a result of using work equipment in poor condition or of plugs and/or cables in poor condition)
- ☐ Fire (e.g. fire spreading due to insufficient measures, failure to split the space into sections, lack of fire extinguishing means)
- ☐ Difficulty of evacuation in the event of an emergency (e.g. as a result of a lack of emergency-related signposting)
- ☐ Traffic accidents (*in mission*)
- ☐ Accidents *in itinere*
- ☐

.....
.....

2. Hygiene Risks

- ☐ Exposure to inadequate environmental conditions (e.g. high/low temperatures, relative humidity, uncomfortable temperature)
- ☐ Exposure to noise
- ☐ Environment with inadequate/insufficient lighting (e.g. work areas, walkways)
- ☐ Exposure to ionizing radiation (e.g. X-rays, radon)
- ☐ Exposure to non-ionising radiation (e.g. microwaves)
- ☐ Exposure to biological risks (e.g. Covid-19, food)
- ☐

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.....

3. Ergonomic and Psychosocial Risks

- ☐ Poorly designed workplace (e.g. problems related to the space itself, sizing)
- ☐ Overexertion (e.g. as a result of forced positions, manual handling of loads)
- ☐ Work overload
- ☐ Physical load at work (e.g. staying in non-moving positions, dynamic positions)
- ☐ Use of data display screens (computers)
- ☐ Inappropriate/unimplemented work procedures
- ☐ Lack of coordination at the workplace
- ☐ Relations with people (e.g. assaults, robberies)
- ☐ Resulting from failure to use personal protective equipment
- ☐

.....
.....

^{1]} The list, which is not exhaustive, does not replace the **PARTNER's** risk assessment, which shall prevail over it.

Annex IV - SUMMARY OF CANCELLATION AND COMPENSATION TYPES

<i>Situation Type</i>	<i>Process Name</i>	<i>Partnership Fee</i>	<i>Compensation</i>
The situation is GLOVO or MANDATARY responsibility	Mandatory issue (Saturation or other Mandatory problem)	no	0-10 euros
	Partner and/or Customer want to cancel due to high delivery time (above then 60 minutes)	no	0-10 euros
	Mistreated orders due to transportation (only applicable at the DELIVERY / RETURN)	no	7-10 euros

<i>Situation Type</i>	<i>Process Name</i>	<i>Partnership Fee</i>	<i>Penalty</i>
The situation is PARTNER or CUSTOMER responsibility	Customer request for big orders	yes	0-5 euros
	Customer wants to cancel an order with delivery time below 60 minutes	yes	0-5 euros
	Order given to another Mandatory or Customer pick-up instead	yes	3 euros
	Partner closed, absent or there is nothing to pick-up (when the Mandatory arrives at pick-up point)	yes	3 euros
	Partner issue or cannot deliver (does not want to prepare the order, is not ready, lack of packaging, mistaken or missing products)	yes	3-6 euros
	Partner and/or Customer provided a wrong pick-up or delivery point address	yes	3-5 euros
	Customer refuses to receive the order, is absent or not reachable (at the delivery point)	yes	5 euros

Annex V: DATA PROCESSING AGREEMENT

In compliance with the provisions of data protection regulations applicable, **Glovo Spain Platform, S.L.U.** (hereinafter, the "**Processor**" or "**Glovo**") and the **PARTNER** (hereinafter, the "**Controller**" or the "**Company**") hereby enter into this **Data Processing Agreement** (hereinafter, the "**DPA**"), the Parties states the following

RECITALS

- I.** The Parties have signed an agreement for the provision by the Processor of **On-Demand Services** and **Mandatory Intermediation Services** to the Company or Controller (hereinafter the "**Main Contract**") for the purpose of (i) connecting **PARTNER's** own sales channels (website, platform, etc.) with **GLOVO's PLATFORM**, and (ii) making available the products sold by the **PARTNER** through said channels to their **CUSTOMERS** through **MANDATARIES**.
- II.** That the personal data of the **CUSTOMERS** that may be processed pursuant to the Main Contract is the sole responsibility of the Company. Notwithstanding the foregoing, the Processor must have access to some specific personal data of the **CUSTOMERS**, defined by the Parties, which is necessary for the performance of the services provided in the Main Contract. The Processor will only process this data in the name of the Company, for the purposes herein envisaged and, in any case, following any indication given by the Company.
- III.** That to ensure compliance with all applicable legislation on the protection of personal data and, in particular, with Article 28 of Regulation (EU) 2016/769 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) the Parties sign this Data Processing Agreement ("**DPA**") with the following:

CLAUSES

FIRST.- PURPOSE, NATURE AND AIM OF THE DATA PROCESSING

- 1.1. The aim of this **DPA** is to provide access to the Processor to personal data of the **CUSTOMERS** of the Company who are the destinataires of the products sold by the **PARTNER's** sell channels in order to deliver them by the **MANDATARIES** (the "**Data Processing**").
- 1.2. The Processor will only collect, process and use the personal data necessary for the performance of the Data Processing, in light of the provision of the relevant **On-Demand Services** and **Mandatory Intermediation Services**, in accordance with the Main Contract and with any indication provided by the Company herein contained. The Processor will not process the **CUSTOMERS'** personal data for any other purpose, except when otherwise agreed between the Parties.
- 1.3. The object, nature, scope and purpose of the Data Processing by the Processor derives from the Main Contract.

SECOND.- DURATION

- 2.1. This **DPA** will remain in force during the term of the Main Agreement signed by the Parties. Consequently, termination of the Main Contract will imply the automatic termination of this DPA, without prejudice to any rights and duties that, given its nature and in accordance with the applicable law at the time, shall remain in force following the termination of the Main Contract.

THIRD.- TYPE OF PERSONAL DATA PROCESSED, GROUP OF DATA SUBJECTS

- 3.1. During the execution of the Main Contract, the Processor shall have access to the necessary personal data of the **CUSTOMERS** to perform the **On-Demand Services** and **Mandatory Intermediation Services** agreed in the Main Contract.
- 3.2. The categories of personal data and categories of data subjects affected by the data processing to be performed by the Processor in the name and on behalf of the latter are the following:
 - Categories of personal data: name, surname, address, phone number, email address and orders history.
 - Categories of data subjects: Company's customers

FOURTH.- OBLIGATIONS OF THE PROCESSOR

- 4.1. The Processor and any of its employees who may have access to personal data of the Controller's Customers shall:
 - i. Process this personal data only for the purposes described and agreed in this DPA.
 - i. Process this personal data following any instructions given by the Company. If the Processor considers that any of the instructions received from the Company may be in breach of GDPR or any other data protection legislation applicable either to the Company or to the Processor, it shall immediately inform the Controller to try to find a remedy to this breach.
 - ii. Keep, in writing, a Registry of Processing Activities of all the Data Processing undertaken on behalf of the Company, including:

1. The name and contact details of the Processor and of the persons and/or entities on behalf of which it is acting and, if applicable, the contact details of its DPO.
 2. The category of personal data processed on behalf of the Company.
 3. If applicable, any international personal data transfer to a third country and/or international organization, including the identification of the relevant country and justification of the adoption of all necessary safeguards.
 4. General description of the technical and organizational security measures adopted, as per Article 30.1 GDPR.
 5. Keep under its controls all personal data to which access has been given by the Company and not to disclose, transfer or, somehow, divulge this data unless express authorization of the Company is obtained.
- iii. In the case that the Processor must transfer personal data to a third country or to an international organization, in accordance with European Union law or any other legislation applicable, it will previously inform the Company of this legal obligation unless this prior notification is prohibited by the applicable law due on the basis of public interest.
 - iv. Support the Company in the performance of personal data impact assessment whenever necessary, as well as in the performance of any prior consultation to the authorities.
 - v. Provide the Company with all the necessary information to evidence compliance with its obligations, as well as to perform all audits and inspections undertaken either by the Company or by any other auditor.

FIFTH.- SECURITY MEASURES OF THE PROCESSOR

- 5.1. The Processor is responsible for implementing the technical and organizational measures necessary to ensure a sufficient level of protection, given the specific risks posed by the Data Processing on behalf of the Company.

Among others, the Processor is responsible for:

- i. Pseudonymization and encryption of personal data whenever necessary
 - ii. Ensure permanent confidentiality, integrity and availability of the systems and services for the Data Processing.
 - iii. Restore the availability and access to personal data in case of physical and/or technical bugs.
 - iv. Verify, evaluate and assess the effectiveness of the technical and organizational measures implemented in order to ensure the security of the personal data processed.
- 5.2. The Processor is responsible for designing the security measures (technical and organizational) that must be implemented in the light of the risk assessment performed prior to the Data Processing and taking into account the channels used, in order to ensure security of the personal data processed and the rights of the data subjects affected.

SIXTH.- NOTIFICATION OF SECURITY BREACHES

- 6.1. In the event of disruptions, suspected breaches of data protection, suspected security incidents or other irregularities in the processing of personal data by the Processor, persons employed by him or by third parties, the Processor shall immediately inform the Company, in writing.
- 6.2. The report of a breach of personal data protection shall contain all necessary information for the documentation and communication of the data breach to the Company.
- 6.3. In any case, the Company is responsible for the communication to the relevant authorities of any potential security breach and/or injury, whenever this could pose a risk to the rights and liberties of the individuals; similarly, the Company is responsible for the due communication of the injury to the data subjects affected by it.
- 6.4. The Company shall document any disruptions, suspected breaches of data protection, suspected security incidents or other irregularities in the processing of personal data, including the relevant facts, its consequences and the corrective measures taken, regardless of its risk level of breach.
- 6.5. The Processor will not be obliged to notify the Controller in case that the disruption is unlikely to pose any risk to the rights and liberties of the individuals.

SEVENTH.- CONFIDENTIALITY

- 7.1. The Processor shall ensure that the authorized persons to process personal data within its organization, expressly commit in writing to confidentiality regarding the personal data processed on behalf of the Company and to comply with all relevant security measures.
- 7.2. The Processor shall ensure that any person who has access to personal data by virtue of this DPA, maintains its obligation of confidentiality not only during its term but also following its terminations.

EIGHT.- INFORMATION DUTY

- 8.1. The Company is responsible to provide the data subjects (its Customers) with all relevant information regarding the processing of their personal data, at the time where their data is collected.

NINTH.- RETURN OF THE DATA

- 9.1. Upon the termination of the Main Contract, for whatever reason, the Processor shall return to the Company all documents, data and data storage media made available to him.
- 9.2. Once returned, the Processor shall delete them and provide the Company with evidence of their deletion, unless an obligation to store personal data exists under European Union law or the law of the respective member state of the EU in which the Processor is located.

- 9.3. The Processor shall be allowed to keep the data, duly blocked, for as long as liabilities may arise from its relationship with the Company.

TENTH.- USE OF SUBCONTRACTORS

- 10.1 The Controller hereby authorizes the Processor to involve subcontractors for the provision of the **On-Demand Services** and **Mandatory Intermediation Services** services agreed in the Main Contract.
- 10.2 The Processor is obliged to carefully select subcontractors according to their suitability and reliability. When involving subcontractors, the Contractor must oblige them in accordance with the provisions of this agreement and thereby ensure that the Company can exercise his rights under this agreement (in particular his inspection and control rights) directly with respect to the subcontractors.
- 10.3 The Processor must ensure that the respective subcontractor guarantees an appropriate level of data protection in accordance with Art. 28 of the GDPR (e.g., by concluding an agreement based on the EU standard data protection clauses)
- 10.4 The Processor declares that the physical servers offered by its subcontractors have adequate security conditions to safeguard and protect the personal data provided by the Company, guaranteeing its integrity, availability and confidentiality.

ELEVENTH.- INTERNATIONAL DATA TRANSFERS

- 11.1 If necessary, the Processor may transfer the personal data subject to this DPA outside the European Economic Area for the provision of logistic services agreed in the Main Contract.
- 11.2 In such cases, the Processor will ensure before sending the data that such service providers are in compliance with the minimum-security standards established by the European Commission (Art. 44 ff. of the GDPR) and that they always process the data in accordance with the Company's instructions.

TWELFTH. - RIGHTS OF DATA SUBJECTS

- 11.1 To the extent possible, the Processor will support the Company as far as commercially reasonable with suitable technical and organizational measures to fulfill his obligations under Articles 12-23 and 32 to 36 GDPR and in accordance with the Company's instructions and guidelines for this kind of processes.
- 11.2 The Processor shall not respond to the requests of the data subjects. The Company is exclusively responsible for this task.

THIRTEENTH. - OBLIGATIONS OF THE COMPANY OR CONTROLLER

- 13.1 Without prejudice to other obligations included in this DPA, the Company also has the responsibility to comply with the following obligations:
- a) Provide the Processor with the data referred to in Clause 3 above, ensuring the accuracy and correctness of such data.
 - b) In any case, carry out a risk analysis of the processing operations to be carried out by the Processor and, where appropriate, an impact assessment related to the protection of personal data in the event that they involve a high risk for the rights and freedoms of the individuals.
 - c) Carrying out the corresponding prior consultations in accordance with article 36 of the GDPR.
 - d) Ensuring, previously and throughout the Data Processing, compliance with GDPR and any other legislation on data protection applicable to either the Company or the Processor .

FOURTEENTH.- LIABILITY

- 14.1 Either party shall defend, indemnify and hold the other party harmless and keep the other party indemnified, on demand from and against any and all actual or alleged claims and damages incurred by the defaulting party as a result of its own breach, negligence or default or its employees' negligence, breach or default (including without limitation any subcontractors) unauthorized or unlawful processing, or accidental loss, disclosure, destruction or damage to any of the other party's data, systems or reputation.
- 14.2 Either party shall be liable for and shall indemnify the other party from and against all damages which the non-defaulting party may suffer consequent upon any breach of applicable Data Protection Law.

FIFTEENTH.- DATA PROCESSING PERFORMED BY GLOVO AS DATA CONTROLLER

- 15.1 Within the provision of **On-Demand Services** and **Mandatory Intermediation Services** to the Controller, Glovo will process the phone number and email address of the **CUSTOMERS** to provide them with a link by which they will be redirected to a site of the Processor where they will be able to track the status of the delivery of the products.
- 15.2 At this site, **CUSTOMERS** will also have the option to download the Glovo APP and convert into Glovo users.
- 15.3. Any personal data provided by the **CUSTOMERS** to Glovo during the process of creating his/her profile in the Glovo APP will be processed by the latter as a data controller, as described in its privacy policy for users.
- 15.4 Additionally, the Company hereby authorizes the Processor to process personal data of Customers set forth in Clause 3 for the following purposes:
- To deliver, together with the Company's products, samples of products, providing it does not affect the correct delivery of the products.
 - To issue and submit directly to the **CUSTOMERS** surveys or pools for the evaluation of the **On-Demand Services** and **Mandatory Intermediation Services** services and samples of products provided.

- 15.2 The Processor will carry out these data processings as data controller of **CUSTOMERS'** personal data and guarantees hereby to be in compliance with all obligations applicable to data controllers as provided by data protection regulations.

SIXTEENTH.- JURISDICTION AND APPLICABLE LAW

- 16.1 Both Parties, waiving any jurisdiction that might otherwise apply to them, agree to submit the resolution of any disputes that may arise in connection with the interpretation, performance or enforcement of the Data Processing Agreement to the jurisdiction of the courts of _____, _____.
- 16.2 This Data Processing Agreement shall be governed by GDPR and any other legislation on personal data protection applicable either to the Company or to the Processor.

And, in witness whereof, the Parties hereto have signed this Data Processing Agreement in two copies, in _____, as of _____ 2022.