DELIVERY HERO TALABAT DB LLC.

Muscat, Khuwair Area, Way No. 51,

Block No. 233, Bldg. 326,

Office No. 602, CR No. 1133296

Phone: (+968) 80072345

Fax: (+968) 24483947

**Letter of Agreement**

<<Opportunity\_Quote\_CreatedBy>>

<<Today>>

DELIVERY HERO TALABAT DB LLC

(“Talabat”)

[WHEREAS, Talabat is in the business of food ordering and delivery, and owns the website “www.talabat.com”](http://www.talabat.com/) and related E-commerce applications;

WHEREAS, the “Subscriber” owns and/or operates (collectively, the “Vendors”):

|  |  |
| --- | --- |
| **Contact details** | **Invoice details** |
| Legal Name: <<parentAccount\_Legal\_Name>> | Bank Account Owner: <<parentAccount\_Bank\_Account\_Owner>> |
| Brand name: <<parentAccount\_Name>> | IBAN: <<parentAccount\_IBAN>> |
| Address: <<restaurantAddressValues\_FormattedAddress>> | Bank Account Number: <<parentAccount\_Bank\_Account\_Number>> |
| Contact Person: <<ownerContactValues\_Name>> | Bank Name: <<parentAccount\_Bank\_Name>> |
| Contact Email: <<ownerContactValues\_Email>> | Bank Swift Code: <<parentAccount\_Swift\_Code\_BIC>> |
| Contact Phone: <<ownerContactValues\_Phone>> | [Invoice Email:](mailto:nasser@bakegome.sa)  <<parentAccount\_Account\_Email>> |

WHEREAS, the Subscriber wishes Talabat to (i) receive and transmit customers’ orders to the Restaurants and, (ii) accept payments on behalf of the Subscriber through Talabat Debit or Credit payment gateways (the “Payment Gateways”), and (iii) provide the Talabat Go services, whereby Talabat oversees the readiness of the customers’ orders, handles the orders on behalf of the customers and delivers the ordered food to customers (the “Services”) the whole as further described in the Terms and Conditions, and Talabat wishes to provide the Services to the Subscriber.

NOW THEREFORE, in consideration of the mutual agreements contained hereunder, the Parties agree as follows:

1. Commission, Registration fee, Renewal fee and Bank Charges

|  |  |  |  |
| --- | --- | --- | --- |
| **Commission Name** | **Commission** | **Start Date** | **End Date** |
| <<commisionsSoql\_Start>><<commisionsSoql.Id\_List\_Service\_Price\_Displayed\_Name>> | <<commisionsSoql\_Commission\_In\_Percentage>><<commisionsSoql\_Commission\_Per\_Order\_\_000>> | <<commisionsSoql\_Start\_Date\_\_s>> | <<commisionsSoql\_End\_Date\_\_s>> |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Product Name** | **Commission** | **Min Value** | **Max Value** | **Tiers** | **Start Date** | **End Date** |
| <<tiersSoql\_Start>><<tiersSoql.Id\_Opportunity\_Quote\_Line\_Item.Id\_List\_Service\_Price\_Displayed\_Name>> | % | <<tiersSoql\_Min\_\_00>> | <<tiersSoql\_Max\_\_00>> | <<tiersSoql\_Sequence>> | <<tiersSoql.Id\_Opportunity\_Quote\_Line\_Item\_Start\_Date\_\_s>> | <<tiersSoql.Id\_Opportunity\_Quote\_Line\_Item\_End\_Date\_\_s>> |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Product Name** | **Start Date** | **End Date** | **Price** | **Discount** | **Total** |
| <<productLineItems\_Start>><<productLineItems\_Name>> | <<productLineItems\_Start\_Date\_\_s>> | <<productLineItems\_End\_Date\_\_s>> | <<productLineItems\_Listed\_Price\_\_000>> | <<productLineItems\_Discount\_\_000>> | <<productLineItems\_Total\_Amount\_\_000>> |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Add on Name** | **Contract Addition** | **Specifications** | **Start Date** | **End Date** |
| <<addOnLineItems\_Start>><<addOnLineItems\_Name>> | <<addOnLineItems\_Contract\_Addition>> | <<addOnLineItems\_Specifications>> | <<addOnLineItems\_Start\_Date\_\_s>> | <<addOnLineItems\_End\_Date\_\_s>> |

1. FEES AND COMMISSION
   1. In consideration for the Services, the Subscriber shall pay to Talabat the following, as per Appendix (1).
   2. A one-time registration and subscription fee upon signing the Contract.
   3. A renewal fee payable annually from the online date of the restaurants.
   4. A commission, specified in Appendix (1), of the total value of each order (i.e. to total amount charged to the customer) processed by Talabat, including delivery charges if applicable (the “Commission”).
   5. Talabat shall has the right to request “Business Reassessment” in case of Subscriber’s Cost Per Order (CPO) increases at Talabat’s platforms, and the commission may be reviewed and amended subject to both parties’ mutual agreement in a manner commensurate with the CPO, therein the new commission shall become effective as of the first day of the month following their mutual agreement.
   6. The above-mentioned Business Reassessment shall be triggered by Talabat in the following cases:
      * Change in the total cost per order for the orders transmitted to the subscriber.
      * In case the subscriber adjusts their status on Talabat platform from active to inactive.
      * The growth rate of the number of orders for the subscriber, which will be measured quarterly, is

less than 25% compared to the growth rate for the previous quarter.

* + - Change in the operational service level of the subscriber.
    - The change in services provided by Talabat at the request of the Subscriber.
  1. The Registration Fee shall be paid by the Subscriber to Talabat upon execution of this Letter of Agreement, and the Annual Renewal Fee shall be paid by the Subscriber to Talabat on each anniversary date of the execution of this Letter of Agreement.
  2. The start date of the calculation of restaurant’s commission shall be the activation date of the ordering service provided by Talabat, and which shall be communicated to the restaurant by email.
  3. The Commission shall be deducted from the amount due to the Subscriber and collected by Talabat through the Payment Gateways, the whole as further described in the Terms and Conditions.
  4. For any reason, and in case Talabat could not settle its all dues described in the Terms and Conditions, and as described in this Letter of Agreement, Talabat shall be paid by the Subscriber the agreed commission and the invoices due within seven (7) business days of the receipt of Talabat’s monthly invoice, the whole as further described in the Terms and Conditions.

1. TERM

This Agreement shall be effective from the date first written above and shall remain in full force and effect for a period of 1 year. The term of the Agreement shall automatically extend at the end of the initial term for a series of similar terms, unless either Party gives written notice of non-renewal to the other party, not later thirty (30) days before the end of the initial term (or subsequent terms).

Either Party may terminate this Agreement by giving the other Party a thirty (30) day prior written notice.

1. TALABAT’S SUBSCRIBERS TERMS AND CONDITIONS

This Letter of Agreement shall be governed by, and subject to, Talabat’s terms and conditions shared here as <https://campaigns.talabat.com/partner-terms-conditions>(the “Terms and Conditions”). For clarification purposes, the term “Agreement” as used herein shall collectively refers to this Letter of Agreement and the Terms and Conditions. By signing this Letter of Agreement, the Subscriber agrees to be bound by the Terms and Conditions.

1. EQUIPMENT

The devices shall only be used by the Subscriber for the purpose of executing orders received from TALABAT “Equipment”, and as detailed in the Terms and Conditions.

The subscriber shall pay the cost of the devices as set forth in the Appendix (1) at the time of signing the Contract.

1. AMENDMENTS

No amendment, variation or supplement to this Letter of Agreement shall be effective unless it is in writing and signed by both Parties.

1. CONFIDENTIALITY & DATA PROTECTION

For the purpose of confidentiality and data protection, from the date hereof until the date of termination of this Subscription Agreement, the Subscriber and its affiliates, agents, representatives or employees undertakes not to, directly or indirectly, share any of TALABAT’s data with any other Third Parties that compete with TALABAT and provide the same services.

In the event the Subscriber does not comply and infringes the confidentiality clause, TALABAT shall have the right to take legal action against the Subscriber and terminate this Agreement with immediate effect by delivering notice of the termination to the Subscriber.

1. COUNTERPARTS

This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in two or more counterparts, and by both parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same

As described above in the LOA, payables due to Talabat shall be paid in cash or through a transfer to the following bank account:

|  |  |
| --- | --- |
| **Beneficiary Name: Talabat Electronic and Delivery Services Company LLC** | |
| **IBAN No.: 0314-01978172-001-9** | **Bank Name: Bank Muscat Saog** |
| **Account No.: 0314-01978172-001-9** | **Swift Code: BMUSOMRXXXX** |

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

FOR AND OF BEHALF OF Subscriber FOR AND ON BEHALF OF Talabat

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Name Name

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Position Position:

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Date: Date:

\OMN\_Id1\

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National Id:

\s1\

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Signature: