



Corporate Partner Registration Form

Parties to the Agreement

	Foodpanda	Partner
Business Name:	Foodpanda	Stygen.gift
Legal Entity:	Foodpanda Bangladesh Ltd.	Stygen
Website:	www.foodpanda.com.bd	www.stygen.gift
Registered Office Address:	Navana Pristine Pavilion, Plot-128, Block-CEN (H), Level-08, Gulshan Avenue, Dhaka-1219	H # 65, R # 03, Block # B, Niketon, Gulshan-1, Dhaka
Company Registration Number:	C-115298 /14	243721
Represented By:	Syed Fayad Munaim	Aubony Islam
Designation:	Head of Corporate Sales	Chief Executive Officer (CEO)
Email:	Syed.munaim@foodpanda.com.bd	contact@stygen.gift

The above conditions, and attached terms and conditions, are agreed to by the parties hereunder:

SIGNED BY, for and behalf of:

Company Name: Foodpanda Bangladesh Ltd.	Company Name: Stygen
Date:	Date:
Name: Syed Fayad Munaim	Name: Aubony Islam
Title: Head of Corporate Sales	Title: Chief Executive Officer (CEO)
Signature	Signature
Company Stamp:	Company Stamp:
Witness Name: Syed Osama Aziz Quadry	Witness Name: Md Abdullah Al Mamun
Witness Signature:	Witness Signature:

Account & Billing Information

Address	Registered Office Address	Delivery Address <i>(if different from Registered Address)</i>
Full Address:	H # 65, R # 03, Block # B, Niketon, Gulshan-1, Dhaka	H # 65, R # 03, Block # B, Niketon, Gulshan-1, Dhaka

Contact Details	Main Contact	Invoicing Contact	Payment Reminders Contact <i>(if different from Invoicing Contact)</i>
Full Name:	Md Abdullah Al Mamun	Monoar Hossain Palash	
Designation:	Asst. Manager	Operation Manager	
Email:	stygen.mamun@gmail.com	palash.stygen@gmail.com	
Mobile No:	01707072517	01708871796	

Terms and Conditions

These terms and conditions (“**Terms**”) form the agreement (“**Agreement**”) under which Foodpanda provides online food ordering and delivery services to the Partner (“**Partner**”) as detailed respectively in the Corporate Partner Registration Form.

1. Agreement

Foodpanda offers Partner, who accepts, access to the services of online food and product delivery from a variety of restaurants and shop vendors in Bangladesh (the “**Services**”) through its online ordering portal (the “**System**”) which shall be availed for the benefit of the Partner’s employees and customers in accordance with the terms and conditions of the System available at <https://www.foodpanda.com.bd/contents/terms-and-conditions.htm> and as may be amended from time to time (“**System T&Cs**”) and incorporated by reference herein. In event of conflict or inconsistency between the System T&Cs and this Agreement, the terms of this Agreement shall prevail.

2. Access

Upon signing this Agreement by both Parties, Foodpanda shall provide the Partner and its employees and/or customers (each, an “**Employee**”) with access to the System, in accordance with the provisions of this Agreement.

3. Account Creation and Order Placement

- 3.1. Partner shall provide Foodpanda with the list of its employees who are internal managers (“**Managers**”) that shall be provided with administration accounts (“**Administration Accounts**”) on the System and shall be entitled to grant Employees with access to the System via CSV upload or manually through the Administration Accounts. (“**Access**”).
- 3.2. It is the sole responsibility of the Partner and the Managers to ensure that any Managers and Employees granted access to the System are in fact employees of the Partner and Partner undertakes to remove access of any Manager or Employee who is no longer in the employment of the Partner.
- 3.3. The Managers shall be entitled to create and amend tailor-made ordering rules, departments, users, locations and expense codes on the System on their own by accessing the System at any time during the period of this Agreement. Provided that any location for delivery shall be within the areas covered for delivery by Foodpanda.
- 3.4. Upon successful creation of the internal authorizations in accordance with the provisions of clauses 3.1 and 3.3, the Employees will be able to place their orders for food, drinks and/or products through the System, provided that each order shall be subject to the minimum order value of the respective restaurant or shop vendor selected by the Employee.
- 3.5. In addition to the provisions of clause 3.4, the Managers shall also be able to place orders for a collective number of Employees or clients of the Partner through the Administration Accounts.
- 3.6. Foodpanda shall provide the Managers with a maximum amount of four (4) hours of training for them to familiarize themselves with the System.
- 3.7. Foodpanda shall provide Employees and Managers with periodic updates of any new restaurants or shop vendors available on the System, any System upgrades, and/or other information designed by Foodpanda to enhance such Employees’ and Managers respective experiences, as well as access to customer care and chat services for support. Such updates shall be made via the email address provided by the respective Employee and/or Manager.

4. Fees, Invoicing and Payment

The Managers may create a spending limit on the System which will apply to orders placed by the Employee and/or Manager (the “**Spend Limit**”).

- 4.1. All orders placed by the Employees or the Managers shall be subject to the order costs and fees indicated on the System, including delivery fees (the “**Additional Fees**”) which shall be solely payable by the respective Employee or Manager upon confirmation of the relevant order, unless stated otherwise in the System.
- 4.2. In the event of the Employee or Managers exceeding the Spend Limit per order, the difference between the Spend Limit and the total order value shall be paid directly by the relevant Employee or Manager upon confirmation of the relevant order.
- 4.3. Partner shall be solely responsible for the payment to Foodpanda of the Service Fee, as well as the Additional Fees, together referred to as “**Chargeable Amount/s**”.
- 4.4. The Partner may download reports from the System at any time in accordance with the instructions made available by Foodpanda (the “**Reports**”).
- 4.5. Should Partner disagree with the content of the Reports, Partner shall inform Foodpanda in writing within a period of 7 (Seven) working days from the date of the Report and shall clearly state its reasons for objection (“**Objection**”). Upon receipt of the Objection, Foodpanda shall further investigate the Partner claims and shall provide Partner with its feedback, stating the reasons for its assessment, within a period of Seven (7) working days from receipt of Objection.
- 4.6. In the event of the Parties not agreeing on the Reports, they shall enter into discussions in order to reach an amicable solution. Failing any positive outcome within a period of fifteen (15) days from the feedback provided by Foodpanda in accordance with the provisions of clause 4.6 the Parties shall refer the matter to an independent auditor of international repute for a final decision. The costs of the auditor shall be shared equally.
- 4.7. Foodpanda shall provide Partner with electronic invoices (“**Invoice**”) on a monthly basis. The Invoice shall include all Chargeable Amounts. Applicable Tax and VAT shall be deducted as per the laws of Bangladesh.
- 4.8. Partner shall pay the Chargeable Amounts mentioned on the Invoice in full and without any deduction within Seven (07) days of such Invoice (each, a “**Payment Due Date**”) being received by Partner. For the avoidance of doubt, receipt shall be deemed effective as soon as this is sent via email. Payment shall be made via check or wire transfer to the bank details provided by Foodpanda on the Invoice.
- 4.9. If Partner fails to pay the Invoice by the Payment Due Date, Foodpanda shall have the right in its sole and absolute discretion to (a) claim interest at the rate of 7% per annum for delay, calculated from the Payment Due Date until the date of actual payment and/or (b) suspend the provision of the Services and restrict the placement and processing of any new orders until and unless all outstanding amounts are paid.

5. Term and Termination

- 5.1. This Agreement shall come into force on the date mentioned above, and, unless terminated in accordance with the provisions of this Agreement, shall be for a period of twelve (12) months (“**Term**”). Provided that the first three (3) months shall be probationary for both Parties with the effect that either Party may terminate this Agreement with one (1) month written notice to the other Party.

Upon expiration of this Agreement, it may be renewed upon mutual discussion between the Parties based on the same terms and conditions or whatever terms and conditions that shall be agreed between the Parties. Any renewal, amendment of this Agreement shall be in writing, signed and sealed by

the authorized signatories of both the Parties.

- 5.2. The Partner and Foodpanda can terminate this Agreement at any time for any reason by giving thirty (30) days' prior written notice.
- 5.3. This Agreement may terminate for the following reasons:
- i. In accordance with the provisions of clauses 5.1, 5.3 or 8.4 hereof;
 - ii. By either Party upon the provision of thirty (30) days prior written notice to the other Party which must be received at least thirty (30) days prior to the end of the Additional Term;
 - iii. By mutual written consent of the Parties;
 - iv. Upon material breach of either Party that has not been remedied by the breaching Party within fifteen (15) days of being notified of such breach by the non-breaching Party;
 - v. By either Party with immediate effect if the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
 - vi. By either Party with immediate effect if the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - vii. By either Party with immediate effect if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party, other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - viii. By either Party with immediate effect if an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party.

6. **Limitation of Liability**

- 6.1. In no event shall either Party be liable to the other for any special, indirect, punitive or consequential damages, including any loss of business, loss of profits or business interruption.
- 6.2. Subject to clause 6.1, any liability of either Party under this Agreement shall not exceed the amount paid by Partner in transaction fees for the previous twelve (12) months of the use of the System.
- 6.3. Partner acknowledges that the restaurant or shop vendors are responsible for the preparation, condition and quality of the food or products and in cases of vendor delivery, the vendors are responsible for delivery of the orders made. Foodpanda is not responsible and does not prepare any of the food being ordered and delivered, and only acts in its capacity as limited agent for the acceptance of orders and payment on behalf of the respective restaurant or shop vendor. Consequently, Partner acknowledges that Foodpanda is not responsible and shall therefore have no liability whatsoever for any loss or damage arising from the delivery of or the food or products (including the quality or standard) delivered.
- 6.4. Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or fraud or fraudulent misrepresentation.

Nothing in this Agreement limits or excludes either Party's

designs, logos, insignia, copyrights, goodwill, and other forms of intellectual property or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets and confidential information, and any other protected rights and assets and any licences and permissions in connection therewith, in each case in any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.

- 7.2 Foodpanda may, with the prior written consent of the Partner (email sufficient), use and publish the name and one or more images of the Partner (including any logos, trademarks or insignia) on Foodpanda's website and/or mobile application ("**Platform**"), so that the Partner may be identified as a user of the Services.
- 7.3 Partner acknowledges and agrees that the design, text, graphics, interfaces, images (including the selection and arrangement thereof), and software in the System are intellectual property owned or licensed solely by Foodpanda, its affiliates and partners. Partner agrees not to, and will not, encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble the System, in whole or in part, or create any derivative works from or of the System.
- 7.4 The Partner hereby acknowledges and agrees that it does not have any rights whatsoever to use or avail of any Intellectual Property rights belonging to or embodied in Foodpanda, including any domains or similar domain names.
- 7.5 It is agreed that neither Party shall obtain any other rights to the Intellectual Property of the other Party, except as catered for in these Terms.
- 7.6 The Partner represents, warrants and undertakes that the use by Foodpanda of the name, logo and /or image of the Partner on the Platform in accordance with this clause 7 shall not infringe the intellectual property rights of any third party.

8 **Amendments**

- 8.1 Foodpanda shall have the right to amend these Terms and Agreement at its sole discretion, provided that it shall inform the Partner of such amendments in writing fourteen (14) days from the date of amendment.
- 8.2 Partner shall have the right to object to such amendments within seven (7) days from receipt of such amendments (the "**Amendment Objection Period**") and shall provide reasonable grounds for such objections, which shall be reviewed by Foodpanda. Foodpanda shall provide Partner with its decision on the acceptance or rejection of the objection within five (5) working days from receipt of such objections, which decision shall be final.
- 8.3 The amendments shall become valid and effective between the Parties (i) upon the expiry of the Amendment Objection Period, if no objection was submitted, or (ii) two (2) working days after the rejection by Foodpanda of any objections made by Partner.

Partner has the right to terminate this Agreement in the event of no agreement being reached between the Parties on the amendments, provided that such termination must be notified to Foodpanda in writing within seven (7) days of the rejection by Foodpanda of any objections made by the Partner. In such event, this Agreement shall terminate seven (7) days after the Partner's written termination notice is received by Foodpanda. For the avoidance of doubt, during that fourteen (14) day

liability for any liability that cannot be legally limited or excluded by law.

Intellectual Property

- 7.1 "**Intellectual Property**" shall mean all intellectual property, including but not limited to rights to patents, trademarks, service marks, trade names, registered

period, Partner shall not be obliged to abide by any amendments made by Foodpanda and shall abide by the then valid Terms.

- 8.4 Any notice made in accordance with the provisions of this clause 8 may be sent by email to the email address specified in the Corporate Partner Registration Form, or any other email address as agreed between the Parties, and

shall be deemed notified at the time of transmission.

9 **Confidentiality**

- 9.1 A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, trade secrets, proprietary and/or non-public information, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the receiving party may obtain.
- 9.2 The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this Agreement. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 9.3 Disclosing Party retains all right, title and interest to its Confidential Information, and the Receiving Party acquires no rights therein by virtue of this Agreement except the limited right to use the Confidential Information in accordance with the terms hereof.
- 9.4 This clause 9 shall survive termination of this Agreement.

10 **Locations**

Partner will use the System for its main office as well as for any of its branch offices or client offices. The Parties' rights and obligations hereunder shall refer to all such Partner's branch offices and client offices, provided that that any location for delivery shall be within the areas covered for delivery by Foodpanda.

11 **Foodpanda Catering**

- 11.1 Partner may choose to place orders for food, drinks and equipment with restaurants offering catering services or caterers via the System (hereinafter referred to as "**Foodpanda Catering**").
- 11.2 In event of Foodpanda Catering, Partner acknowledges and agrees as follows:
- 11.2.1 All Foodpanda Catering orders shall be made in accordance with the requirements for each specific restaurant or caterer as stated in the System.
- 11.2.2 Partner shall be liable to pay to Foodpanda the full sum of the Foodpanda Catering order if the Partner cancels the said order less than 48 hours before the order delivery date.
- 11.2.3 Foodpanda shall not be responsible for the delivery (including any set-up or clean-up where applicable) of any Foodpanda Catering order. All delivery of Foodpanda Catering orders shall be handled solely by the restaurant or caterer.
- 11.3 For the avoidance of doubt, all remaining terms and conditions of this Agreement shall apply to Foodpanda Catering.

12 **No partnership or agency**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties.

13 **Force Majeure**

- 13.1 For the purposes of this Agreement, "**Force Majeure Event**" means an event beyond the reasonable control of either party including but not limited to acts of God; war; pandemic; riot; civil commotion or terrorist action.
- 13.2 Neither party shall be liable to the other party as a direct result of any delay or failure to perform its obligations

under this Agreement as a result of a Force Majeure Event.

- 13.3 If a Force Majeure Event prevents either party from performing its obligations under this Agreement for more than four (4) weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the other party.

14 **Third Parties**

A person who is not a party to this Agreement shall not have any rights to enforce the terms of this Agreement.

15 **Notices**

- 15.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at the address specified in the Corporate Partner Registration Form and shall be delivered personally, sent by recorded-delivery post or other next working day delivery service, commercial courier or e-mail.
- 15.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered address specified in the Corporate Partner Registration Form; if sent by registered post or other next working day delivery service, at 9.00 AM on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, at the time of transmission.
- 15.3 The provisions of this clause 15 shall not apply to the service of any proceedings or other documents in any legal action.

16 **Assignment**

- 16.1 Foodpanda may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 16.2 Partner shall not, without the prior written consent of Foodpanda, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

17 **Severability**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision of part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18 **Conflicting Terms**

- 18.1 To the extent that any of these Terms conflict with the Corporate Partner Registration Form, the terms of the Corporate Partner Registration Form shall prevail.
- 18.2 This Agreement and terms and conditions are written in the English language, which shall be the sole language of interpretation in the event of any translations.

19 **Entire Agreement**

This Agreement sets forth the entire agreement and

understanding between the parties or any of them in relation to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings (if any) between the parties with respect to this subject matter hereof, whether written or oral.

- 19.1 This Agreement may not be amended unless mutually agreed upon in writing, by an authorized signatory of each party.

20 **Waiver**

A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21 Governing Law, Jurisdiction and Arbitration:

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Bangladesh in force and shall be subject to the exclusive jurisdiction of the appropriate Courts of Bangladesh. Any dispute in connection with this Agreement shall have to be resolved within 30 days amicably between the parties. Failure to do so shall allow the Arbitration Act of Bangladesh to come into an effect. The seat of the Arbitration shall be at Dhaka and the language of the Arbitration

22 Authorised Signatories

The Partner acknowledges that Foodpanda's approval and agreement to be bound by the terms and conditions under this Agreement shall only constitute to be legally binding when signed by at least two duly authorized representatives of Foodpanda on this Agreement.

23 Notifications and Call Recording

23.1 By signing this Agreement, Partner consents and agrees that Foodpanda may use the Partner's information in Corporate Partner Registration Form to provide notifications in relation to this Agreement, including but not limited to delivery notifications, finance and operational notifications, promotions, deals, portal education, surveys, feedback and marketing updates, via various communication and social media channels including but not limited to email, short message service (SMS), WhatsApp, LINE, Google and/or Facebook. Partner may withdraw its consent and opt out from receiving such notifications at any time by clicking on the "Unsubscribe" button provided in the notifications.

23.2 By signing this Agreement, Partner consents and agrees to the monitoring and/or recording, at any time and from time to time, by Foodpanda, its affiliates, agents and/or sub-contractors of any and all oral communications between Partner's employees, personnel and/or agents and Foodpanda's employees, personnel and/or agents in relation to the Services and/or this Agreement for record keeping, audit and quality training purposes. Partner further consents and agrees to waive any requirement of further notice from Foodpanda of such monitoring and/or recording, and to notify and obtain the consent of its employees, personnel and/or agents to such monitoring and/or recording.