

E-Katering HOME CATERERS', EVENT CATERERS' AND PRIVATE CHEFSTERMS AND CONDITIONS and SERVICE AGREEMENT

This Agreement is made and entered into between E-Katering Ltd (Company number12946217) having its business address at PO Box 370, Rainham, RM13 0ED ("E-Katering", "us", or "we" trading as **eKatering**) and you (hereinafter referred to as the "**Business Partner**" or "**you**") at the registered address noted during registration.

Or

As a Limited Company

Limited Company information noted at registration and company house

(E-Katering and you or the Business Partner are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

SECTION A. DEFINITIONS

Capitalised words in the Agreement have the following meanings:

Affiliate	means: (i) in relation to the Business Partner, any relative, spouse, subsidiary, holding company, ultimate holding company or sister company of the Business Partner; and (ii) in relation to E-Katering, a (direct or indirect) subsidiary or holding company of E-Katering or a subsidiary of E-Katering's (direct or indirect) holding company or a party in which E-Katering's (direct or indirect) holding company owns 30% (thirty percent) or more of the paid-up share capital or controls 30% (thirty percent) or more of the voting rights.
Business Day	means a weekday that is not a public holiday in London, UK.
Chargeback	means a fee charged to us by a financial institution (e.g. a Customer's card issuing bank or merchant acquirer) in relation to the reversal of a card transaction.
Customer	a person or party who has used the E-Katering Order Platform to place an Order.
Force Majeure Event	means an event beyond the reasonable control of either Party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or a third party), failure of a material utility service or transport network, act of God, war, riot, act of terrorism, civil commotion, epidemic or pandemic, malicious damage by a third party, compliance with any law or governmental order, rule, regulation or direction by a third party, material accident, breakdown of plant or machinery, fire, flood or storm.
Goods/Products	means the dishes, menu items, services and products provided by your Catering business or Private Chef's service.
IPRs	means any and all intellectual property rights of any nature anywhere in the world whether registered, unregistered, registrable or otherwise, including any Trademark.

E-Katering Platform	Order	means any of the eKatering website (www.eKatering.co.uk) and its affiliated websites), mobile applications and ordering platforms.
Order		means an order for Goods placed by a Customer on the E-Katering Order Platform.
Business Information		means the information about your business and includes the information about your Goods, services, menu, address, opening hours, delivery radius and contact details, and may, at our request, include a complete set of records to trace the supply chain of all Goods and services you provide.
Trademark		means the words “eKatering”, the Colour Ray Logo and any other registered or unregistered trademarks and logos used by us or any Affiliates, separately and in combination (whether registered or not), and references to “our Trademark” are references to the Trademark.

SECTION B. GENERAL TERMS

1. COMMERCIAL AGENCY

1.1. You appoint us as your commercial agent to:

- (a) Conclude, through the E-Katering Order Platform, legally binding contracts for the sale of Goods to Customers on your behalf. This means that, although we will conclude these contracts on your behalf, they will actually in each case be made between you and a Customer, and will take effect when an Order is placed by a Customer on the E-Katering Order Platform; and
- (b) tell third parties (including Customers) that we are your authorised agent.

2. OUR OBLIGATIONS

2.1. We will provide you:

- (a) an order processing service by means of the E-Katering Order Platform which enables Customers to place Orders on the E-Katering Order Platform for Goods to be supplied by you; and
- (b) other services as may be agreed from time to time,
(together, the “**Services**”)

2.2 We during non-promotional campaigns, we will charge you the Registration and Monthly Subscription Fees in the following manner:

- Registration Fee: £49.99 (non refundable)
- Monthly subscription charge: £19.99

2.3 When there are promotional campaigns offered by E-Katering, then the Caterers will be charged accordingly.

3. REVIEWS

- 3.1 We may display on the E-Katering Order Platform ratings and comments (“**Reviews**”) provided by Customers about you or an Order dealt with by you. We have no responsibility or liability to you for any Reviews, and we are not able to remove or edit any Reviews unless the Reviews are defamatory or objectionable. We will only do so only in accordance with applicable legislation. You will not yourself post, cause or allow any other party to post any Reviews about your own

business that are misleading, deceptive, fraudulent or otherwise breach any guidelines for Reviews published by us.

4. YOUR OBLIGATIONS

Obligations to E-Katering

- 4.1. You must supply the Business Information that we request, and you must ensure that the Business Information is always accurate and kept up to date. The Business Information you provide will be reproduced and displayed to Customers on the E-Katering Order Platform and/or search engines (e.g. Google) for the purposes of marketing activities. We reserve the right to correct any obvious spelling or formatting errors in the Business Information being reproduced, but you retain full responsibility for ensuring the accuracy of the Business Information and for ensuring that it is up to date at all times.
- 4.2. You must promptly provide us with accurate and complete details of any allergens in your food in accordance with applicable laws and standards. We may also require you to provide further information including the ingredient list for each menu item. We will include the allergen information you provide on the E-Katering Order Platform. You are responsible for ensuring that all allergen information you provide (both to us for inclusion on the E-Katering Order Platform and directly to any Customer contacting you to request details relating to the Goods) is entirely accurate, complete and up to date in relation to Good being prepared at that time. Customers will be directed to contact you with any questions regarding allergens. We do not undertake to check and are not liable for checking allergen information on your behalf.
- 4.3. E-Katering does not permit the sale of alcohol on the E-Katering Order Platform. If you found to be in breach of this requirement, this Agreement will be terminated immediately.
- 4.4. If a Customer complains to us about an Order or your delivery and we give you details of the complaint, you must respond to the Customer as soon as possible and act reasonably and cooperate with that Customer and us to reach a prompt resolution.
- 4.5. If we have incurred costs as a result of a complaint about your Goods, services or conduct (including where you have rejected an Order), you will be obliged to reimburse us in full for those costs.
- 4.6. You will be required to:
 - Be registered with the local authority and such registration must be supported by evidence (e.g. acknowledgement letter or e-mail from the local authority).
 - When inspected by the local authority, have a minimum award of Food Hygiene Rating Scheme (FHRS) of 3 in his/her last inspection.
 - Provide a FHRS letter from the local authority with the rating.
 - Ensure that E-Katering is updated with the latest FHRS award.
 - Provide E-Katering with the next food hygiene inspection due date (month and year). This can be provided by an inspector and/or the food safety team by telephone or e-mail.
- 4.7. If you have completed and submitted your local authority food registration form and are still awaiting inspection, you can still use the Platform. However, you will be required to pay for a virtual remote inspection and Safer Food Better Business coaching in the consultation service and comply with all report requirements and achieve an eKatering award of 3 before you can join the E-Katering Order Platform. This will also give you an indication of what FHRS award you may be given by your local authority inspection. However, while E-Katering may assist you in this regard as aforesaid, E-Katering does not guarantee that you will actually be able to achieve the

FHRS award of 3 since the FHRS award rating is based on the finding at the time of the inspection by the local authority itself. There are no guarantees of any kind being given under this Agreement.

- 4.8. If your FHRS award is below 3, you can request your local authority to do a rerating visit. Some local authorities charge for this service. However, if after the local authority inspection you fail to achieve a FHRS of 3 by the local authority, you will not be able to use the E-Katering Order Platform for the sale of your products.
- 4.9. It will be your responsibility to declare any income to Her Majesty's Revenue and Customs (HMRC) and any other relevant government department. E-Katering will not be responsible for this declaration. In this regard, if approached by the HMRC office, E-Katering will have to comply with applicable requirements.
- 4.10. It will be your responsibility to be responsible for your transactions and communications with customers including delivering products, monitoring payments and complying with applicable local, state and federal laws.
- 4.11. It will be your responsibility to be responsible for any transaction with the customer and E-Katering will not have any liability in this regard.
- 4.12. You will make payment for availing of the services provided through the Platform via Stripe and PayPal.
- 4.13. You will be allowed to upload your information on the Platform only after these have been reviewed and approved by the Platform Admin upon checking that such information does not contain prohibited material.
- 4.14. You must upload accurate and up-to-date data/information on the Platform.
- 4.15. During the Term, you must not:
 - (a) operate your business in a manner which is, harmful to our business, goodwill or reputation;
 - (b) engage in any act or omission which is harmful to our business, goodwill or reputation; or
 - (c) do or say anything derogatory that might bring us into disrepute or adversely affect our reputation.

If you are in breach of this Clause 7.6, we may restrict, suspend, or terminate part of, the Services, or terminate this Agreement, in accordance with Clause 13.1 or 13.3 (as applicable).

Obligations to Customers

- 4.16. You will prepare, handle and package the Goods and serve Goods ordered by Customers on your premises or event venues and with all reasonable care and skill, making sure that the Goods are:
 - (a) safe to eat;
 - (b) of the standard expected;
 - (c) hygienically made, packaged, transported (if applicable) and stored;
 - (d) labelled correctly; and
 - (e) made with the correct ingredients as communicated to Customers.

- 4.17. You acknowledge and agree that once a Customer has placed an Order via the E-Katering Order Platform, a contract for the supply of Goods has been created between you and that Customer, and you must fulfil an Order placed by a Customer in accordance with the Order details. If you do not prepare and deliver or serve (where you are responsible for the delivery) an Order you receive within a reasonable timeframe, we may take any reasonable action we see fit (including requiring you to refund the Customer).
- 4.18. You must use your best efforts to be available to accept all Orders received from us during your opening hours and periods. If you cannot fulfil an Order, you shall be solely responsible for that.
- 4.19. You must provide the Customer with a receipt (and a tax invoice, if applicable) in respect of an Order, if you are asked to do so.

Your Price Promise

- 4.20. Unless you and we have agreed otherwise, the prices, discounts and special offers you provide in respect of Goods and services through the E-Katering Order Platform (including any delivery charges and minimum order values set by you) must be no less favourable than those offered to consumers via your own online channels for the same goods or services, and you must ensure that details of all prices, discounts and special offers offered on your website are up to date on the E-Katering Order Platform.

General

- 4.21. You must comply with, and ensure your employees', agents' and contractors' compliance with, your obligations under this Agreement.
- 4.22. You must follow any reasonable instructions we give you in relation to the performance of your obligations under this Agreement.

5. CONFIDENTIAL INFORMATION

- 5.1. You and we (and our respective officers, employees, agents and advisers) (the "**Receiving Party**") must keep in safe storage and not use or disclose for purposes not contemplated by this Agreement each other's Confidential Information (the "**Disclosing Party**"), and the Confidential Information of any Affiliate of the Disclosing Party.

For the purposes of this clause, "**Confidential Information**" means any information, data or material which relates to the business or affairs of the Disclosing Party (or Affiliate or business contacts). To be clear, Confidential Information includes:

- (a) the Customers' personal data;
 - (b) all data stored on the E-Katering Order Platform or any information technology systems owned or operated by E-Katering relating to the E-Katering Order Platform;
 - (c) the terms of this Agreement.
- 5.2. The restrictions in Clause 5.1 do not apply to:
- (a) any disclosure by us to any of our Affiliates;
 - (b) any use or disclosure authorised by the Disclosing Party or by law;
 - (c) any information which is already in, or comes into, the public domain other than through the Receiving Party's unauthorised disclosure; or

- (d) any Confidential Information which is required to be disclosed by law or order of a court, provided that before making any disclosure, the Receiving Party will give written notice to the Disclosing Party of the reasons for and nature of the disclosure, and will give the Disclosing Party a reasonable opportunity to consider the same and will, at the expense of the Receiving Party, do all things the Disclosing Party may reasonably request.

- 5.3. This Clause 5 shall survive the expiration or termination of this Agreement and remain in full force and effect for a period of 5 (five) years after the expiration or termination of this Agreement.

6. INTELLECTUAL PROPERTY

- 6.1. You will not use our IPRs in relation to anything we have not given you express permission for including for the Trademark. You will also not use our IPRs on packaging, clothing, stationery, vehicles etc. unless you have our prior written permission. You may however use items branded with the Trademark that we or our suppliers have provided to you, but you may only use them in accordance with our instructions.
- 6.2. You will not use our IPRs in relation to any businesses that are not registered or active on the E-Katering Order Platform.
- 6.3. If someone else claims that your use of your brand name infringes rights they claim they own, you must tell us immediately, and you must follow any instructions we give you in relation to the use of the brand name in association with our IPRs. This might mean we suspend the Services and/or you from the E-Katering Order Platform in accordance with Clause 9.1 until the dispute is settled.
- 6.4. During the Term, you must not do or say anything derogatory that might bring the Trademark, business or brand into disrepute or adversely affect our reputation.
- 6.5. You must stop using our IPRs as soon as this Agreement ends or the Services are suspended. This means that you must stop all use of our IPRs including taking down all in-shop references to the Trademark, and you must stop all online and print advertising connecting your business to the E-Katering Order Platform and the Trademark.
- 6.6. By entering into this Agreement with us, you confirm to us that you have the right to use your brand name and any associated get up and logos in relation to your business and the E-Katering Order Platform and that using your brand name, get up or logos will not bring you into conflict with anyone else. You grant us a royalty-free licence to use your name, logo and any other of your intellectual property (including intellectual property in any photographs you send to us relating to your business, Services or/and Goods) to enable us to comply with our obligations under this Agreement and you confirm to us that you can grant this licence to us. Your intellectual property will, however, at all times remain your property. Your licence to us will end when this Agreement ends, except in relation to any marketing activity or other use which we have already started, or cannot reasonably stop from happening, in which case it will continue to the extent, and for as long as, needed.

7. LIABILITY & INSURANCE

- 7.1. Nothing in this Agreement will limit or exclude a Party's liability for: (i) death or personal injury caused by its own negligence, or the negligence of its employees, agents or contractors; (ii) fraud or fraudulent misrepresentation; or (iii) breach of any term implied by any statute or any liability which (in each case) cannot lawfully be limited or excluded.

- 7.2. Subject to Clause 7.1, we will not be liable to you whether in contract, tort (including negligence), breach of statutory duty or otherwise for: (i) any special damages, any loss of goodwill, reputation, business, profits, data, actual or anticipated income or profits or loss of contract or any indirect or consequential losses (loss is indirect or consequential if, at the time this Agreement was entered into, you and we knew it might happen); or (ii) any damages, costs, direct losses (loss is direct if it is obvious that it may happen), or indirect or consequential losses, which relate to faults, breakdowns or other interruptions to the ability of Customers to place Orders for any reason.
- 7.3. You will compensate us in full against any charges (including Chargebacks), losses, damages or claims (and all related costs, (including legal fees), penalties, fines, interest, expenses and other liabilities incurred by us in connection with a breach by you of this Agreement. In addition, you will compensate us and our Affiliates in full against any losses, damages, or claims (and all related costs, including legal fees), penalties, fines, interest, expenses and other liabilities resulting from a third party claim against us or any of our Affiliates arising from our relationship with you as a Business Partner (whether or not in the fulfilment of either party's obligations under this Agreement), and relating to an infringement or claimed infringement of the third party's intellectual property rights, where the loss, damages or claim arises from us or our Affiliate(s), using or permitting the use of, or being or having been the registered proprietor of a domain name, a brand name, trademark, logo or other intellectual property which the third party claims infringe its own rights, or where it is claimed we or our Affiliate(s) have assisted or permitted you to use or to be a registered proprietor of such rights which infringe the third party's rights.
- 7.4. You must maintain, at your own expense, insurance policies that are required by law and/or would be expected to be maintained as a matter of good industry practice to a reasonable level. Upon our request, you must produce evidence through documentary evidence (such as insurance policies/papers) of having the required insurance policies. To be clear, you must take out public and product liability insurance.

8. ACCESS TO DATA, AND PROTECTION OF PERSONAL DATA

Access to data

- 8.1. In operating the E-Katering Order Platform, and providing services to businesses (including the Services we provide to you), we and certain of our Affiliates collect and have access to the data that this generates. We and our Affiliates use this data in a variety of ways and for various reasons, including analytics, operational purposes, data matching (sometimes performed by a third-party service provider) and using aggregated data in communications to shareholders and some public materials (e.g. on our website or in our annual report). We and certain of our Affiliates also collect and have access to data relating to Orders, Order Data and Customer personal data (as set out in the E-Katering Privacy Policy set out in its website).
- 8.2. You have access to certain data relating to your business, Orders and certain Order Data, via the Partner Centre (and other business partners can see the same in relation to their own orders). However, you do not have access to any other data, and we do not share data relating to your business, Orders, Order Data, or any other data, with any other business partner.

9. RESTRICTION, SUSPENSION AND TERMINATION

- 9.1. If:
- (a) we believe that you are in default of your obligations under this Agreement; and/or

(b) any of the events in Clauses 9.3(c) apply to you, or in Clause 9.3(d) occur; and/or

we have the specific right as set out in the rest of this Agreement and we validly exercise that right, we may at any time on written notice, restrict, suspend, or terminate part of, the provision of the Services under this Agreement, including by suspending your profile on the E-Katering Order Platform. If you operate more than one business, we are entitled to invoke this clause in respect of only one business or all of them, at our sole discretion.

9.2. If we restrict, suspend or terminate part of, the provision of the Services to you as set out in Clause 9.1 above, we will provide you with a clear explanation of our reasons for doing so (including the grounds we're relying on) by email on or before the date on which the restriction, suspension, or termination, becomes effective. If you wish, you can clarify the facts or circumstances that led to the restriction, suspension, or termination. We will then engage with you to discuss these, and if we determine after that discussion that the restriction, suspension, or termination, is not appropriate, we will reinstate the applicable Services, including where applicable your profile on the E-Katering Order Platform, without undue delay.

9.3. Without affecting any other right or remedy available, either you or we may at any time on written notice terminate this Agreement:

- (a) for any or no reason;
- (b) if the other is in significant breach of any of its obligations under this Agreement and that breach is not capable of remedy or, if the breach is capable of remedy, it has not been remedied to the satisfaction of the non-breaching Party within 14 (fourteen) days of notice of the breach by the non-breaching Party;
- (c) if the other becomes insolvent, bankrupt, or enters into any similar or analogous solvency related procedure;
- (d) if a Force Majeure Event makes the provision of the Services impractical or non-commercially viable; or
- (e) you or we are required to by a legal or regulatory obligation.

9.4. The Term of the Agreement shall be twelve (12) months and as such the Business Partner is obliged to pay the monthly subscription for a minimum period of twelve (12) months. After the Initial Term, the Agreement shall be automatically renewed for another period of Twelve months and shall continue to do so until it is terminated. If you terminate this Agreement, you must provide us with at least 30 (thirty) days written notice before termination takes effect.

9.5. If we terminate this Agreement, we will give you prior notice by email at least 30 (thirty) days before termination takes effect, except where:

- (a) we are obliged by a legal or regulatory obligation to terminate this Agreement; or
- (b) you have repeatedly breached your obligations under this Agreement,

in which case we will give you as much reasonable prior notice as is possible in the circumstances, and we will provide the clear explanation of our reasons without undue delay (except if we are legally restricted from doing that, or we have terminated this Agreement as you have repeatedly breached your obligations, in which case we won't provide that explanation).

If you wish, you can clarify the facts or circumstances that led to the termination using our complaint-handling system. We will then engage with you to discuss these, and if we determine

after that discussion that the termination is not appropriate, we will either ensure that termination does not take place or, if it already has, re-instate this Agreement, without undue delay.

- 9.6. Once terminated by either party, it is your responsibility to ensure your bank stop auto-debit payments. No refund will be made if payment is not stopped and E-Katering will not be liable for any payment or refund after termination.
- 9.7. Upon termination for any reason, we will remove your Business profile from the E-Katering Order Platform. We will retain your personal data for legal and compliance purposes. Both you and us will promptly destroy or return any Confidential Information and stop using the others' intellectual property.
- 9.8. Regardless of anything else in this Agreement, you acknowledge and agree that search engines that have a licence to use your intellectual property or personal information arising from this Agreement may continue to hold or use same post termination. Cached versions of Order Channels may continue to exist in the web browser and web servers of search engines and customers following termination. We will not have any liability to you in connection with these matters to the extent they lie outside of our control.

10. CONSENTS & COMPLIANCE WITH LAWS

- 10.1. You confirm and promise that you have obtained and will maintain all necessary consents, licences, permits, registrations (including food business registration), approvals or authorisations ("**Consents**") of any relevant person or government authority in relation to your business.
- 10.2. You must notify us in writing immediately, providing all relevant information, if:
 - (a) any of the Consents are revoked, suspended or altered;
 - (b) you are served with a '**Hygiene Emergency Prohibition**' notice or order or equivalent;
 - (c) your Business receives a **food hygiene rating of 2 (two) or below**; or
 - (d) you have reason to believe that any **Goods that you have supplied or provided for supply to a Customer are unsafe**.

To be clear, other than an alteration to the Consents, the occurrence of any of the events in Clause 15.2(a) to (d) constitutes a breach of this Agreement, and we reserve the right to (amongst other things) suspend your profile on the E-Katering Order Platform in accordance with Clause 13.1.

- 10.3. You must comply with all applicable laws and regulations including, without limitation in relation to health and safety, tax, data protection, food standards, (including maintaining an appropriate food safety management system), hygiene and consumer information (including food allergen labelling), and will provide reasonable evidence to us of this compliance upon reasonable request.
- 10.4. You should observe any guidance or training materials that we may provide from time to time to support your compliance with applicable laws.
- 10.5. Each Party is solely responsible for self-assessing, claiming and remitting all its applicable taxes.

10.6. In performing your obligations under this Agreement, you must:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, and with our modern slavery policy; and
- (b) notify us as soon as you become aware of any actual or suspected slavery or human trafficking that has a connection with this Agreement or in any part of your business.

11. RECORDS

Each Party must collect, maintain and retain accurate records relating to the proper performance of its obligations pursuant to this Agreement and/or as required by law.

12. ASSIGNMENT & SUB-CONTRACTING

Other than to an Affiliate or, in the case of E-Katering only, in relation to the procurement of Delivery Services (by you), neither you nor we have the right to assign or sub-contract all or any of our respective rights or obligations under this Agreement without the prior written consent of the other, which must not be unreasonably withheld or delayed. Any consent, if given, will not affect you or our obligations or liabilities under this Agreement.

13. FORCE MAJEURE

Neither you nor we will be liable to the other as a result of any delay or failure to perform its obligations under this Agreement resulting from a Force Majeure Event.

14. WAIVER, VARIATION & THIRD-PARTY RIGHTS

- 14.1. Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver (in other words, a voluntary giving-up) or prevent further exercise of that or any other right or remedy.
- 14.2. The waiver by either Party of any breach of this Agreement will not prevent the subsequent exercise of a right.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, arrangements and understandings between the Parties relating to its subject matter.

15. NOTICES

- 15.1. All notices under this Agreement must be in writing, in English and any notice sent for the purposes of this clause will be considered received:

- (a) if delivered by hand, before 5:00pm, on that Business Day;
- (b) if sent by mail, on the third Business Day after posting; or
- (c) if sent electronically, it at the time of sending unless the sender's electronic system receives a delivery failure notification.

except that delivery by hand, mail or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

- 15.2. The Parties agree that service of proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution must not be given solely by email.
- 15.3. The addresses for services of notices are as specified in this Agreement and may be varied by written notice.

16. GENERAL

- 16.1. Any phrase introduced by the expression "including", "in particular" or any similar expression is illustrative, and will not limit the sense of the words preceding those terms.
- 16.2. If any of the terms or conditions of this Agreement are declared wholly or partly invalid, illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and any wholly or partly invalid term or condition will be deemed modified to the minimum extent possible to make it valid, legal and enforceable.

17. EXECUTION

This Agreement may be executed electronically. Notwithstanding the use of the words "writing," "execution," "signed," "signature," or other similar words, the Parties intend that the use of electronic signatures and the keeping of records in electronic form will have the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record-keeping system.

18. COMPLAINT-HANDLING

- 18.1. We operate an electronic complainthandling system that you can access and use free of charge. It allows you to submit complaints to us across a range of issues, and we will deal with any complaints transparently, equally and proportionately.
- 18.2. You can submit a complaint to us by lodging a complaint at hello@eKatering.co.uk
- 18.3. All complaints will be dealt with appropriately by the person receiving them, and as part of that may then be escalated internally so that the appropriate E-Katering internal team can then consider it and respond to you. We will respond to all complaints as soon as we reasonably can.

19. MEDIATORS, GOVERNING LAW AND JURISDICTION

- 19.1. Mediation is a process where a neutral third party facilitates negotiations between the Parties to a dispute to help them come to an outcome that they can all agree on.
- 19.2. This Agreement and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with it will be governed by and construed in accordance with English law.
- 19.3. The courts of England & Wales will have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of this Agreement.

SUPPLEMENTAL TERMS -SELF-DELIVERY

1. APPLICATION

This Section C applies where you will arrange delivery yourself.

2. BUSINESS GENERAL OBLIGATIONS

You are solely responsible for the delivery or collection. You must:

- 2.1. check each Order to ensure it is accurate, complete and contains all the Goods ordered;
- 2.2. ensure that accurate allergen information relevant to that Order is provided with the Goods;
- 2.3. use packaging which is suitable for delivery or collection (including by preventing cross-contamination and maintaining safe temperature of the food during delivery or collection) and (where possible) sealed to avoid tampering;
- 2.4. not use any marketing materials containing logos/branding of our competitors in connection with fulfilling any Orders;
- 2.5. use best efforts to establish that the person receiving the Order is authorised to receive it (for example, for Card Orders, by checking that the credit or debit card of the person receiving the Order is the same as the receipt data for the Order on pick up or delivery);
- 2.6. you will use commercially reasonable efforts to deliver the Order from your premises to the Customer's delivery address in a timely manner; and
- 2.7. you will update your profile of any delivery fee and any minimum order value so the correct information is provided on the E-Katering Order Platform. You must not charge any additional fees to the Customer.

EXECUTION

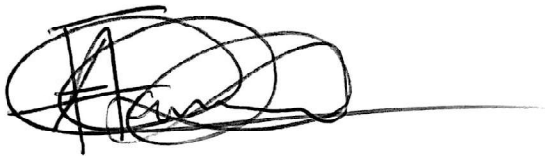
You confirm that you have read this Agreement in full, and you agree to this Agreement personally or on behalf of the entity that you represent.

If you are accepting on behalf of your employer or another entity, you confirm that you have full legal authority to bind your employer or other entity to this Agreement.

By signing this Agreement, either physically or electronically, you or the entity you are authorised to represent will be bound by these terms.

You confirm that the entity entering into this Agreement is:

Signed for and on behalf of E-Katering

A handwritten signature in black ink, appearing to be 'A. Familusi', with a long horizontal line extending to the right.

Name: A. Familusi
Managing Director
Date: 07/2021