

Bogadido

Permanent Intermediary Framework Agreement

entered into by and between

name: given in registration
registered seat: given in registration
tax number: given in registration
company registration number: given in registration
bank account number: given in registration

as principal (hereinafter the “**Principle**”)

and from the other part

name: **Vedox Kft.**
registered seat: 2900 Komárom, Sport utca 28/A
tax number: 24278683-2-11
company registration number: 11-09-023071

bank account number: IBAN: HU55-10300002-10626039-48820018

Swift: MKKBHUHBXXX

as intermediary (hereinafter the “Intermediary”) - the Principle and the Intermediary hereinafter together shall be referred to as the “**Parties**” at the below indicated location and date with the following terms and conditions:

I. The Subject and Term of the Framework Agreement

1. Pursuant to this Framework Agreement, the Intermediary performs food and beverage Order intermediation services, in the course of which the Intermediary is acting on its own merits and on behalf of Principal, in accordance with the terms and conditions of this Framework Agreement, that is the Intermediary intermediates the conclusion of contracts between third parties (“**Consumer**”) and the Principal and it is obliged to conclude said contracts in the name of the Principal, and the Principal is obliged to give consideration for said services by paying a commission fee to the Intermediary, in relation thereto (hereinafter the “**Commission**”).
2. Food Order intermediary service is a platform-type bilateral service. On the one hand, it allows Consumers to browse the offerings of restaurants, canteens, service providers connected to the platform, by applying various filters (for example location, cuisine, etc.), and on the other hand it also allows Consumers to order products directly. One of the "sides" of the platform is for the Consumers, who do not pay for the use of the platform directly and can pay the price of the ordered products online to the Intermediary. On the other side of the platform, there are restaurants and service providers who, in addition to serving Consumer Orders, are themselves users of the Platform service. The Platform ensures that they are visible to the Consumers, and intermediates the Orders of the Consumers to said restaurants and service providers; while the Intermediary covers costs associated with the operation of the platform from fees charged to the restaurants / service providers.

3. The Parties conclude this Framework Agreement for an indefinite term.
4. The Parties stipulate that this Framework Agreement applies to the business premises and service units of the Principal, which are located in the ***given in registration*** country.
5. The Intermediary is obliged to create and operate an on-line application which enables Consumers to select the appropriate restaurants premises through the application operated by the Intermediary (hereinafter the "**Application**") and which Application also enables Consumers to submit to the Principal, on-line food and beverage orders (hereinafter the "**Order**"). The Parties state that the Application is available to the Consumers in Hungarian, English and Spanish and that the Application operates on Android and iOS interfaces.
6. The Intermediary undertakes to enter into a contract with a company providing on-line payment services, through which the Consumers, after placing their Order, shall be able to pay the purchase price of the Order on-line via a credit card payment.

7. The submission of the Order by the Consumer

The Consumer selects, through the Application, any (most likely the closest) (food service provider unit) of the Principals listed in the Application, with whom the Intermediary has a contractual relationship and whose food, beverage and other products (hereinafter referred to as "**Product**") can be viewed through the Application; thereafter, the Consumer selects the Product he or she intends to purchase and makes the Order through the Application. The Consumer submits the Order to the Intermediary through the Application. The Consumer shall pay the purchase price of the ordered Products to the Intermediary via a bank/credit card through the pos terminal operated by the Intermediary.

The Intermediary is obliged to immediately submit the Order to the Intermediary. If Principal, receives an Order from the Consumer, then the Principal shall prepare the Order for the Consumer immediately but at the latest within 90 minutes of Principal's receipt of the Order; thereafter, it shall inform the Consumer by means of a push message via the Application that the Order has been completed and it can be picked up. If the Consumer does not takeover the Product within 5 minutes from the time the push message is sent, then the system will also inform the Consumer by SMS (text message) that the Product can now be picked up. If the Consumer does not takeover the ordered Product within 30 minutes, the Order will be cancelled and no refund will be given to the Consumer.

8. Obligations and duties of the Intermediary:

- The Intermediary is obliged to ensure the operation of the Application and the on-line interface to ensure that Orders can be placed.

- The Intermediary is obliged to immediately submit the Order to the Principal.
- The Intermediary is obliged to ensure that to the Consumer has the ability to make an electronic payment.
- The Intermediary is obliged to forward to the Principal the purchase price (that is the consideration) paid by the Consumers in accordance with the below.
- The Intermediary supports the Principal with marketing tools (such as, banners, sticker, flag, etc.).
- Logging orders and feedback, preparing statistics for the Principal.
- Handling of user complaints, separate consultations with the Principal in this regard.

9. Obligations and duties of the Principal:

- The Principal shall upload to the on-line platform the Products, the prices of the Products, as well as the components and other features of the Products it sells and any changes in the Products (appearance of a new Product, termination of a Product, changes in the prices of the Products) shall be uploaded immediately to the on-line platform.
- The Client is obliged to maintain and update its own on-line page in the platform on a continuous basis, upload its banners, logos and food photos.
- The Principal shall provide the appropriate hardware (telephone, computer, tab, TV, display, thermal paper printer, etc.) necessary for the proper operation of the software application used by the Intermediary.
- The Principal is obliged to provide continuous network access to the Internet.
- The Principal is obligated to execute the Order sent by the Intermediary without delay and at the latest within 90 minutes of receiving said Order and notify the Consumer as described in Section 7 of this Framework Agreement.
- The Client is obliged to set up and maintain a separate collection point with the appropriate banners and flags set up for this purpose in order to serve the Consumers (handing over the ordered products).

II. **Entry fee, operating fee, commission and costs**

- ~~1. The Parties agree that the Intermediary's Commission fee shall be after each **Delivery** EUR 2,50 +VAT, in case of each **Take away** EUR 1,5 + VAT, in case of each **Table booking** EUR 0.10 + VAT which the Intermediary is entitled to deduct from the purchase price received from the Consumers for the sale of the Products.~~
Due to Covid19 restrections we offer our service free of charge, valid until revoked.
2. The Parties agree that Consumers will pay the purchase price of the Products on the basis of Orders through the payment portal established by the Intermediary, which

will be credited to the Intermediary's payment account. The Intermediary shall send the settlement of accounts to the Principal twice a month - on the 15th day of the month and on the last day of the month - and at the same time, the Intermediary is obliged transfer by way of a bank transfer the amount due to the Principal after the deduction of the commission and costs. The Parties agree that if the value of the Orders received by the Principal and paid by the Consumers, reaches the gross amount of EUR 500 and the Principal makes a separate request in this regard, then the Intermediary after deducting an additional commission fee of 1% + VAT, is obliged to transfer the remaining amount due to the Principal from said amount within 1 business day.

3. The Intermediary, in addition to the amount of the Commission and the Service Fees, is also entitled to deduct the costs (bank charges) associated with the bank transfer from the purchase price received from the sale of the Principals Products.

III. Liability with respect to quality and damages

1. The Intermediary's liability for damages, irrespective of its legal basis - with special regard to the impossibility, delay, defective performance, breach of contract - shall be excluded.
2. The Intermediary shall be liable only for Orders not transmitted do to any reason attributable to the Intermediary. The Intermediary shall inform and compensate the Consumer for such failure to transmit an Order; however, the Intermediary shall not be obliged to indemnify the Client for loss of income.
3. The Parties agree that the Intermediary shall be entitled to the full amount of its Commission even if it has forwarded the Order to the Principal in accordance with this Framework Agreement, but the Principal has failed to fulfil the Order to the Consumer, or the Principal performed and fulfilled the order but with delayed performance and as a result of said delayed performance the Consumer rescinded the agreement.
4. The Intermediary shall not undertake any liability with respect to the quality of the Product ordered or delivered by the Principal to the Consumer, nor shall it be liable with respect to the timely preparation thereof. The Intermediary shall not undertake any product liability on behalf of the Principal with respect to the quality of the Product ordered; therefore, the Principal is solely and fully liable for the quality of the Product and the quantity of the Product is handed over to the Consumer according to the content of the Order. However, the Intermediary shall put forth its best effort to ensure that the Principals listed on its platform provide the Consumers with truly high-quality Products, and to this end, the Intermediary will test the Principals in a contractual relationship with the Intermediary by placing trial orders and in this way it will also test the selection offered by the Principal. The Intermediary is entitled to

disable and prohibit those Principals from the the use of the Application who produce a series of quality defects or delays - at least 3 such defects or delays per month; furthermore, in such cases, the Intermediary is entitled to terminate this Framework Agreement with extraordinary termination.

IV. Food labeling and information on ingredients

1. Regulation (EU) No 1169/2011, Decree No 36/2014 (XII.17.) FM and other relevant legislation, require the food business operator selling the food products, to provide detailed information with respect to the food prepared and sold to the consumer. The provision of information obligation shall cover, inter-alia, substances and materials causing allergies and intolerances, certain colouring materials and foods containing sweeteners. In light of this end, the Principal shall place pre-order and pre-order leaflets for each food on the Website and in the Application, in a manner to ensure that it is accessible to consumers before the Orders are placed and that it is in compliance with relevant applicable laws and regulations.
2. The Intermediary's business activity is limited to the transmission of Orders with respect to the Products defined herein; thus, it does not interfere with, influence or view the procurement of raw materials used in the production of food and is therefore not subject to the provision of information related requirements set forth in Section IV.1 of this Framework Agreement. However, the Intermediary shall design and develop the Application, in a manner to create the necessary conditions for the Partner to comply fully with the applicable legal requirements. The Principal is obliged to place in to the Application and on the web-page, all the required data and information pursuant to and in accordance with the applicable laws. The Principal is solely liable with respect to the legality, completeness and validity of the disclosure.
3. The Principal is obliged, at the express request of the Consumer, to provide inform to the Consumer with respect to the ingredients, weight, shelf-life and storage conditions of the food in question. This obligation will be fulfilled by the Principal directly to the Consumer; the Intermediary will not collect, store or release this data.
4. If the Principal fails to comply with its obligation to provide information under this Section of this Framework Agreement or the information provided by the Principal is incomplete, incorrect or invalid and consequently the Intermediary incurs any disadvantage (e.g. administrative fine, liability for damages), then the Principal is obliged without limitation to hold harmless and indemnify the Intermediary.

V. Data protection provision

1. The Parties stipulate that pursuant to the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council) ("GDPR") and Act CXII of 2011 on the Right of Information Self-Determination and Freedom of Information Act (Info Act) on data management and data protection, they are both data processors. The Personal Data of the Consumer shall be forwarded by the Intermediary to the Principal solely for the purpose of fulfilling the Order, with the consent of the Consumer. The Principal may not pass on such data to third parties - data processors (e.g. accountant) acting on behalf of the Principal or employees of the Principal, nor may it be used for advertising purposes.
2. The Intermediary, after it transfer personal data to the Principal, shall have no liability whatsoever with regard to the lawfulness of the processing of such data by the Principal. The Principal must provide information to the Consumers regarding the Principal's own data processing of the Consumer's personal data.
3. Providing Consumers with appropriate privacy information is the responsibility and obligation of each contracting Party, that is the Intermediary and the Principal.

VI. The conclusion, modification, termination and disputes relating to this framework agreement

1. The Parties acknowledge that this Framework Agreement is concluded by electronic means pursuant to Paragraph § 6:82 and § - 6:84. of Act V of 2013 on the Civil Code (hereinafter the "**Civil Code**"); thus this Agreement is deemed to be a written contract.
2. This Framework Agreement may be amended or terminated only in writing and by mutual agreement of the Parties. The amendment and / or termination of this Framework Agreement may also be effected electronically provided that these representations comply with the provisions of Paragraph 6:7. § (3) of the Civil Code, that is, if the content of the related legal statements are invariably reproducible and the identity of the declarant and the date on which the statement is made are identifiable.
3. Either party is entitled to terminate this Framework Agreement without justification, by giving the other Party a 30-day termination notice, with the condition that the Intermediary shall simultaneously with the termination of this Framework Agreement shall also satisfy its payment obligations to the Principal.
4. The Parties may terminate this Framework Agreement by mutual consent at any time.
5. This Framework Agreement may be terminated by either Party with immediate effect, with justification for the extraordinary termination, in the event of a material breach of

this Framework Agreement by the other Party. The following, in particular, but not exclusively, shall be regarded as material breach of contract:

- a) the Intermediary is in payment default, for a period in excess of 10 banking days, with respect to the amount due to the Principal from the income generated from the purchase price of the Products;
 - b) the Principal fulfil the Order for the Consumers at least 3 times per month with undue delay or erroneously/defectively.
6. The Parties agree that they are obliged to immediately notify each other with respect to any changes in their details, particularly but not exclusively, including changes in their bank account, managing director, members, or registered seat.

VII. Miscellaneous Provisions

1. The Parties shall treat the content of this Framework Agreement as business secret and neither Party shall disclose any content hereof to any third party without the prior written consent of the other Party. Information obtained by either party in the course of performance of this Framework Agreement which relates to the other party's past, present or future developments, business activities, products, services, employees or technical knowledge shall be considered as business secrets and shall be treated as confidential by the contracting parties. A Party that becomes aware of the other Party's confidential information may only and exclusively use said confidential information in the course of performance of this Framework Agreement and may not disclose to any third party, publish, copy or reproduce without the prior written consent of the other Party. The confidentiality obligation referred to in this clause of this Framework Agreement shall remain in full force indefinitely after termination of this Framework Agreement. In the event of a breach of this confidentiality clause, the breaching party shall pay a penalty of HUF 1,000,000 / EUR 5000 to the non-breaching party.
2. The Principal hereby declares that it has not entered into any agreement with any natural or legal person engaged in the same or similar activities for the services covered by this Framework Agreement; furthermore the Principal undertakes the obligation that in case of an ordinary termination of this Framework Agreement by the Principal or an extraordinary termination of this Framework Agreement for any reason attributable to the Principal, then the Principal shall refrain from entering into an agreement for the same or similar services as described in this Framework Agreement, for a period of at least one year. The Parties agree that if the Principal breaches its obligation under this Section of the Framework Agreement, then, it shall be obliged to pay a penalty in the amount of HUF 1,000,000 / EUR 3000 to the Intermediary.
3. The Parties are obliged to act in good faith and and in a fair manner with each other and must cooperate closely in the performance and execution of the transactions

provided under this Framework Agreement. The Parties are obliged to inform each other with respect to any matters which may be necessary relating to the performance of their obligations or to exercising of their rights or in the performing of any of the transactions specified in this Framework Agreement.

4. The Parties undertake to attempt to resolve any disputes arising out of or in connection with this Framework Agreement and/or the individual Orders out of court, by way of negotiation. Depending on the value of the case (the amount in controversy) the Balassagyarmat District Court or the Balassagyarmat Tribunal is competent to resolve any disputes between the contracting Parties
5. The Principal acknowledges, that the Intermediary stores data regarding the contractual relationship in accordance with the relevant provisions of Act CXII of 2011, in order to process such data and the Principal reserve the right to transmit such data to third parties (e.g. public authorities, accounting, etc.), if this becomes necessary to ensure the performance of its contract, legal and statutory obligations.
6. Issues not regulated by this Framework Agreement shall be governed by the relevant Hungarian legislation, in particular the Civil Code (Act V of 2013).