

# Urbanbite Ltd. - STANDARD TERMS AND CONDITIONS

## ARTICLE 1 - AGREEMENT

Urbanbite Ltd. ("the Service Provider") and the Client have agreed to enter into a contractual relationship ("the Agreement") and to be bound by these terms and conditions. The Agreement between the parties shall be governed and determined by these terms and conditions and the Joining Form filled in by the Client, as well as any Special Terms and Conditions which the parties negotiate and set out in writing.

## ARTICLE 2 - SCOPE

### 2.1 Nature of the Service

The Service Provider has created a system (the "Service") which can be used to display information about the Client's establishment, goods and services, and terms and conditions of business, so as to enable the Client's existing and prospective customers to place orders with the Client over the Internet, said orders being forwarded to the Client by the Service Provider, who also collects payment for same on behalf of the Client.

The Client has agreed to be included on this system and to benefit from some of its facilities in return for providing the Service Provider with the agreed remuneration. The precise nature and extent of the Service on offer to the Client and of the remuneration which is payable in consideration thereof are set out in the Joining Form.

The Service Provider shall be entitled to alter and amend any aspect of the appearance or functionality of the service without notice.

### 2.2 Nature of the customers accessing the Service

The Service is aimed at both private and institutional customers. Private customers are customers who pay up-front for the goods and services which they order from the Client. Institutional customers are customers who order goods and services on credit and pay for these periodically. Whenever an institutional customer wishes to form a credit relationship with the Client, the Service Provider shall notify the Client and shall secure its agreement to such a relationship, including the terms of payment on offer by the customer.

## ARTICLE 3 - DURATION

This Agreement shall come into force as of the date on which it is signed and shall last for an open-ended period of time thereafter, until either one of the parties shall notify the other of its decision to terminate the agreement by means of a letter sent by recorded delivery in keeping with the terms of Article 4.

## ARTICLE 4 - TERMINATION

The parties shall be entitled to terminate this agreement at any moment in time, provided that all moneys which they owe to one another have been paid or are paid out upon termination of this agreement. Upon termination of this agreement, each party shall be entitled to request that any information concerning its business, goods and services which is held by the other party be removed from the Service or from either party's promotional or other documentation, as the case may be.

## ARTICLE 5 - THE SERVICE PROVIDER'S ROLE - THE CLIENT'S UNDERTAKINGS - LIABILITY - DISCLAIMERS

### 5.1 The nature of the relationship between the Client and the Service Provider

The Service Provider provides a Service which enables the Client to showcase, promote and market its establishment, goods and services over the Internet. As such, the Service Provider merely acts as a conduit for the Client to reach out to existing and potential customers, and for customers to access the Client's goods and services. The Service Provider has no vested interest in the Client's establishment, goods and services, nor does the Service Provider play any part in fulfilling any orders placed by customers, whether by recommending, selecting, preparing, producing, conveying or delivering the goods and services involved, other than by conveying the orders placed by the customers to the Client. The Service Provider merely derives a proportional commission which is based on the size of the order placed with the Client through the Service. Although the Service Provider does make certain representations as to the nature, quality, validity, safety, existence, suitability or other aspect of the Client's establishment, goods and services, these representations are based on our opinion founded on any audits which may have been carried out at the start of the relationship with the Client and on the ratings which are provided by customers who have placed orders with the Client via the Service Provider's system. The Service Provider has no control over the food preparation processes, quality, hygiene, safety or any other aspect of the Client's business and activities, and therefore disclaims liability in connection with same. Similarly, the Service Provider does not make any representations as to the capacity, contact details, existence or bona fide character of the customers who are put in touch with the Client via its system, save in the case of the corporate customers which have been individually signed up by the Service Provider, in which case the Service Provider may have some control over the payments made by said customers.

### 5.2 Audits

Where required to do so by a corporate customer wishing to have access to the Client's products and services, the Service Provider may request that the Client permit it to carry out an initial or ad-hoc audit of various aspects of the Client's business. Should this be the case, the Service Provider shall undertake those steps which are required by the corporate customer, and the Client shall be expected to comply with these steps, which may include having an audit carried out by a duly certified body, vetting the Client's health & safety, compliance and other relevant certificates, etc. Such procedures shall not however give rise to any liability on the part of the Service Provider for the quality of the Client's products and services (see above, section 5.1). The Service Provider's role and responsibilities shall be limited to performing the procedures required by its corporate customer with due care and attention. Any opinion which the Service Provider thereupon provides concerning the Client on its system based on the procedures which it shall have carried out shall be purely indicative and non-contractual.

### 5.3 The Client's responsibility for its products and services

In light of the above, the Client shall at all times be fully and solely liable for the quality and safety of the products and services which it provides to customers through the Service Provider's service.

#### **5.4 The Client's responsibility for the data which it provides**

Any statements, representations and information which are published on the Service in connection with the Client are taken on and processed by the Service Provider as is, on trust. The Service Provider accepts such data on the assumption that it is accurate, and does not check said data in any way. The Service Provider hereby disclaims liability for any inaccuracies or misleading statements which are contained in said data. The Client shall bear full responsibility for the accuracy and truthfulness of same, and hereby warrants the Service Provider against any detrimental consequences that may arise from any inaccuracies or falsehoods which are contained therein.

#### **5.5 The Client's declarations**

The Client hereby declares:

- . that all the data which it publishes on the Service or which it provides to the Service Provider with a view to publishing same on the Service is truthful, accurate and not misleading in any way.
- . that it only sells goods or provides services which would be considered of a reasonable standard in light of the nature of the customers whom it serves and their legitimate expectations.
- . that it shall at all times abide by its stated terms of service in terms of delivery timescales, quality, quantities where these are not discrete, and that where these terms of service are not stated, they shall at all times fall within what would be considered as reasonable by the category of customers to whom it offers goods for sale through the Service.
- . that it shall maintain consistent standards of quality and service at all times.
- . that it shall at all times abide by all its statutory and regulatory obligations as a supplier of the type of goods which it offers for sale through the Service.
- . that it is and shall remain adequately certified by any competent authorities and shall at all times hold all requisite permits to operate as a supplier of the type of goods which it offers for sale through the Service.
- . that it has taken out adequate insurance cover to protect it against any claims brought by customers or third parties in connection with the goods or services which it sells through the Service or otherwise provides to customers ordering from the Client through the Service.

#### **5.6 Suspension of service**

The Service Provider hereby reserves the right to terminate this Agreement at any moment in time should the Service Provider have reason to believe that any data provided by the Client is in any way misleading, inaccurate or compromising, or should the Service Provider have reason to believe that the Client engages in activities which involve substantive moral, ethical, legal, criminal, health and safety or other irregularities. However, the Service Provider shall be under no obligation to validate and / or check the Client's credentials or the information provided by the Client.

Should the Service Provider be reliably informed of any substantive flaw, inaccuracy or untruth in the data provided by the Client, or should the Service Provider be notified of any irregular, illegal, immoral, unsafe or unethical practices of the Client by a Trading Standards Officer or other official or any other person upon whose testimony the Service Provider reasonably believes that it may rely, or should the Service Provider have reason to believe that the Client is not performing its obligations under this agreement properly and in good faith or that it is failing to provide goods and services of a reasonable standard to its customers or that it is providing goods and services which do not comply with their description as stated by the Client, or that the Client is in breach of any of the declarations which it provided under section 5.5 above, the Service Provider shall be entitled to suspend or degrade the Client's access to the Service until it is reliably informed that the breach, omission, inaccuracy, irregularity or deviation from reasonably expected standards has been set right, whereupon the Client's access to the Service shall be restored. In such cases, a reasonable administration fee may be charged to the Client at the Service Provider's discretion. Conversely, if such irregularities are not set right by the Client within a reasonable timescale of being summoned to do so by the Service Provider or by any party as described above who is acting in coordination with the Service Provider, the latter shall be entitled to terminate this Agreement in accordance with the procedure set out in Article 4 above.

#### **5.7 Disclaimer**

The Service Provider hereby disclaims any liability for any loss, damage or injury which is caused directly or indirectly by any information which is published or provided directly or indirectly as part of the Service to the Client's existing and prospective customers.

The Service Provider similarly disclaims any liability for loss, damage or injury caused directly or indirectly by any aspect of the Service, or by any third parties using same, to the Client, its servants or agents.

### **ARTICLE 6 - COSTS**

#### **6.1 Service Provider's undertakings**

The Service Provider undertakes to inform the Client of any fees which the latter may have to pay. The Client shall be fully informed at all times and the Service Provider undertakes to refrain from charging the Client any hidden fees.

The Service Provider undertakes not to alter in any way the terms extended to the Client for a period of five (5) years from the starting date of the agreement between the Client and the Service Provider.

#### **6.2 Registration and membership fees**

No joining or membership fees shall be payable unless expressly agreed between the parties. The Service Provider does however reserve the right to require the Client to acquire hardware and/or software which is used to route orders from the customers to the Client via the Service.

#### **6.3 Commission on orders**

A mutually agreed fee shall be charged for each order or booking sent to the Client through by the System. The fee shall consist of a percentage of the value of the order placed (after any discounts or rebates extended to the customer).

The Service Provider shall have full discretion to negotiate its commission on orders and related payment terms with the Client, and shall not be bound by previous agreements reached with its other Clients.

The Service Provider shall keep an accurate, itemised log of orders placed through the System, which the Client may inspect, and shall invoice the Client according to the payment terms agreed, or failing this, as often as it deems useful.

#### **6.4 Additional fees**

Should the Client wish the Service Provider to perform services on its behalf over and above those which are set out in this Agreement, the Service Provider shall at its discretion decide whether to undertake the work involved, in return for a reasonable fee.

Conversely, the Service Provider shall be entitled to offer the Client specific services for which the Service Provider shall charge the Client fees to be agreed by the parties.

The Client shall have full discretion over whether or not to accept the Service Provider's proposals in every case.

#### **6.5 Standard terms of payment**

The Service Provider shall take payment from customers, both corporate and private, on behalf of the Client. In the absence of any written agreement to the contrary, the Service Provider shall settle any moneys which it owes the Client (the moneys paid by customers minus any commission which is due to the Service Provider on said orders as agreed between the Client and the Service Provider) by means of a fortnightly bank transfer made out to the Client in Euros. The Client need not invoice the Service Provider, which shall provide the Client with a remittance note.

#### **ARTICLE 7 - SERVICE QUALITY**

The Service Provider pledges to keep the System on-line, operational and accessible to customers during lunchtimes and evenings every day, barring any unforeseen circumstances, technical imperatives or operational requirements, throughout the entire term of this Agreement. Should the System become inoperative for any reason, the Service Provider pledges to get it up and running again within the shortest possible deadline.

However, it is hereby understood that as the Client does not pay the Service Provider any fee for access to the Service, and as the Client is entitled to terminate its agreement at any moment in time, the Service Provider's undertakings under this section are provided solely as a mark of its good faith and as such are purely indicative and not binding in any way on the Service Provider, which hereby disclaims any liability for tangible or intangible losses caused to the Client as a result of any downtime, breakdown, discontinuation, modification or downgrading of the Service.

The Service Provider shall be entitled to alter, enhance, downgrade or discontinue any aspect of the Service at its sole discretion.

#### **ARTICLE 8 - CONFIDENTIALITY**

The parties to this Agreement hereby undertake to refrain from disclosing any information relating to any aspect of their relationship to any third parties. This prohibition shall cover all aspects of the financial relationship between the parties, the terms of this Agreement, the Service Provider or Client's business model, the names of their suppliers, business partners and clients, the principle and the technology behind the Service and any other information which either party might from time to time come across within the scope of its relationship with the other.

The parties shall also do everything in their power to actively prevent such information being disclosed to or used by third parties.

This confidentiality clause shall remain in force for the entire duration of this Agreement and for a period of five (5) years thereafter.

The Service Provider undertakes to refrain from using or disclosing any information pertaining to the Client to any third parties.

Both the Service Provider and the Client hereby pledge to abide by all applicable data protection laws and to refrain from using or disclosing any personal data about their respective customers, suppliers and business partners other than for the purpose of fulfilling orders placed via the Service Provider's system.

#### **ARTICLE 9 - APPLICABLE LAW - DISPUTES**

This Agreement shall be governed by German Law.

Should any dispute arise in connection with the interpretation, performance or termination of this Agreement, the parties shall endeavour to resolve it amicably. Should they be unable to do so, they shall refer the dispute to a competent arbitration body, chosen jointly, or, failing this, appointed by an order of the courts with jurisdiction over the domicile of the Client pursuant to a petition by either party.

#### **ARTICLE 10 - ASSIGNMENT - RECEIVERSHIP**

This Agreement shall remain in force in the event that the Client or the Service Provider fall under new management or ownership, or the Client goes into receivership or liquidation.