

COURIER PARTNER GENERAL TERMS AND CONDITIONS
EFFECTIVE FROM 2022.May.04.

The present document contains with italics the separate information provided by Wolt (as defined below) on provisions significantly differing from laws, while underline marks the separate information provided by Wolt (as defined below) on provisions differing from earlier ones.

1. Definitions

As used in this Agreement, the following capitalized terms shall have the meaning set out below.

“Delivery Services” means the courier services performed by Courier Partner to Customers, i.e. delivery of goods (including e.g. food products, groceries, or other goods) ordered from Wolt’s (or its parent company’s) restaurant and merchant partners to the Customers, and occasionally delivery of Wolt material to restaurant and merchant partners.

“Customers” mean the natural or legal persons placing orders on the Platform and receiving the Delivery Services from the Courier Partner.

“Platform” means the smart phone app and web service of Wolt’s parent company, used by Customers for ordering goods from Wolt’s (or its parent company’s) restaurant and merchant partners.

“Courier Partner App” means the smart phone application of Wolt’s parent company, provided to Wolt’s courier partners for receiving orders for Delivery Services and informing Wolt of their availability to perform the Delivery Services.

2. Delivery Services, marketing services and agency services

2.1. *General*

- 2.1.1. During the term of this Agreement, Courier Partner performs Delivery Services to Customers as set out below. Wolt acts as an intermediary between the Customers and the Courier Partners and provides, by its parent company, the Platform to Customers on which they can purchase Delivery Services and access to the Courier Partner App to Courier Partners on which they can receive and accept such orders of Delivery Services. For clarity, the contract for Delivery Services is concluded directly between the Customer and the Courier Partner, accordingly Wolt is not a contracting party therein. Such contract for Delivery Services shall be deemed concluded at the moment the Courier Partner accepts the Delivery Services order of the Customer in the Courier Partner App. The Courier Partner is neither an employee nor a subcontractor of Wolt but an independent service provider providing the Delivery Services directly to the Customers.
- 2.1.2. The Delivery Services to be provided under this Agreement may include delivering other items that are sold by Wolt’s restaurant and merchant partners. Occasionally, Wolt may also request the Courier Partner to deliver items related to Wolt’s services offered through the Platform.
- 2.1.3. In fulfilling the rights and obligations determined in this Agreement, the Courier Partner shall render the Delivery Services independently by using its own methods, devices and equipment (other than the ones eventually offered by Wolt as per the Agreement). Wolt shall not instruct Courier Partner on the method of the fulfillment of the delivery service, except as set out in the present Agreement (i.e. ensuring good hygiene and food/product safety, etc. arising out of law).
- 2.1.4. The Agreement shall not restrict in any way the Courier Partner’s right to provide delivery services to third parties (including possible competitors of Wolt) or the right to conduct any other business.

2.1.5. Upon execution of the Agreement, the Courier Partner is required to participate in a "Partner Introduction", where the Courier Partner will be introduced to the Platform and Courier Partner App. The Courier Partner will not receive any remuneration for participating in the Partner Introduction.

2.1.6. If the Courier Partner wishes to use its own employees for the performance of the Delivery Services ("Delegation") or to use a third party (such as another Wolt courier partner) as the Courier Partner's substitute ("Substitution"), the Courier Partner shall be required to inform Wolt of such Delegation or Substitution. Courier Partner undertakes to make use of Delegation or Substitution only in a way where any and all terms of the Agreement between Wolt and the Courier Partner are observed (including the duty to enter into a substitution agreement with its substitutes by way of which such substitutes agree to be bound by the same obligations as Courier Partner in this Agreement). For sake of clarity it is noted that in case of Substitution or Delegation, Wolt shall not enter into any legal relationship whatsoever with the delegate(s) or substitute(s), and shall perform all its obligations stemming from this Agreement to the Courier Partner making use of Delegation or Substitution.

2.2. *Provision of Delivery Services*

2.2.1. During the term of this Agreement, the Courier Partner is granted access to the Courier Partner App through which the Courier Partner will be able to report when the Courier Partner is available to perform Delivery Services.

2.2.2. The Courier Partner freely selects, by using the Courier Partner App, the times during which the Courier Partner is available for performing Delivery Services. The Courier Partner informs about his availability by being online on the Courier Partner App. Occasionally Wolt may also offer the Courier Partner a possibility to pre-book availability in situations where the Courier Partner wants to inform Wolt in advance that they will want to be available for Delivery Services at a certain time. If the Courier Partner wants to use the pre-booking possibility, the Courier Partner undertakes to report their genuine availability accurately, or the Courier Partner's pre-booking possibility may be discontinued and existing pre-bookings canceled (without preventing the Courier Partner's possibility to log online to perform Delivery Services). When the Courier Partner has informed about his availability in the Courier Partner App within the pre-booking scheme, Wolt will inform the Courier Partner about Delivery Service requests through the Courier Partner App. Courier Partner acknowledges that offering or canceling the option of pre-booking falls within the sole discretion of Wolt.

2.2.3. The Courier Partner is not guaranteed a specific quantity of Delivery Services to be performed to Customers, as the quantity is conditional on how much Wolt's services are used and on the availability of the Courier Partner. For clarity, Wolt guarantees no Delivery Services to the Courier Partner, despite the Courier Partner having reported availability on the Courier Partner App.

2.2.4. To ensure optimal quality of the delivery of orders to the Customers, Wolt shall, at Wolt's sole discretion, be entitled to allocate delivery orders among courier partners. Courier Partner is free to reject Delivery Service requests offered through the Courier Partner App and is thus not obliged to perform any Delivery Services even though the Courier Partner has informed Wolt about their availability by being online on the Courier Partner App.

2.3. *General obligations of Courier Partner*

2.3.1. The Courier Partner shall be responsible for the Delivery Services being performed professionally, efficiently and in compliance with any applicable regulations. Courier Partner is exclusively liable for compliance with laws (including but not limited to Delegation and Substitution), Wolt excludes its liability to the fullest extent allowed by applicable laws for the actions of Courier Partner. Courier Partner shall be required to add the following individual entrepreneurial activity codes to its entrepreneurial profile: 532002 – Home delivery of goods (except food); 532003 – Postal intermediary; 532005 – Food delivery.

- 2.3.2. The Courier Partner shall be responsible for performing the Delivery Services in accordance with the Food Safety Guidelines and internal Food Safety and HACCP Guidelines applicable to delivery services sold by Courier Partner through Wolt platform set out in Appendix 2 in order to ensure compliance with applicable food safety and other laws and regulations and to maintain the quality of the delivered goods. Parties note that the aforementioned documents shall not be construed as Wolt's representation on such documents providing all relevant and effective legal provisions. The aforementioned documents shall have no impact on Courier Partner's liability, who shall be required to comply with all effective legal provisions.
- 2.3.3. In case alcoholic beverages or tobacco products are a part of the Customer's order, prior to handing over the goods to the Customer or the individual receiving the goods on behalf of the Customer, the Courier Partner shall be required to request that the relevant person shows their valid photo identification card to the Courier Partner to ensure that the relevant person meets the legal minimum age to purchase such goods (18 years). If the Customer or the individual receiving the goods on behalf of the Customer refuses to provide their valid photo identification card or should it be established that the relevant person does not meet the above age requirements, the Courier Partner is obliged to withhold the delivery of said goods and contact Wolt.
- 2.3.4. The Courier Partner shall be responsible for the procurement of the equipment required for performing the Delivery Services, including for instance an appropriate thermo-insulated bag for delivering food items, such as the delivery bag which upon request by the Courier Partner may be provided by Wolt, including a separate inner container. Without prejudice to the above, Wolt reserves its right to offer the Courier Partners equipment. Wolt may provide to the Courier Partner a jacket or other outerwear or equipment that contains Wolt's logo for the duration of this Agreement. If Courier Partner wears 1 piece of branded wear or equipment, Courier Partner shall be eligible for the Marketing Fee (Section 4. 4), but otherwise wearing such outerwear or using such equipment while performing the Delivery Services is voluntary and based on the sole discretion of the Courier Partner
- 2.3.5. The Courier Partner shall own or otherwise possess a car, motorbike, scooter, e-vehicle or a bicycle that is used for performing the Delivery Services. For the sake of clarification it is mentioned that the Courier Partner is responsible for all expenses resulting from the use of such a vehicle (e.g. fuel, insurance, maintenance expenses as well as any applicable vehicle taxes). The Courier Partner shall ensure that the car, scooter or another vehicle used by the Courier Partner for performing the Delivery Services is registered in the territory where Delivery Services are provided (to the extent registration is required by law) and may be used by Courier Partner to perform the Delivery Services in such territory.
- 2.3.6. The Courier Partner shall be liable for its costs arising from its operation. Wolt shall not reimburse any expenses (e.g. parking or speeding tickets, fuel prices) or damages related to Delivery Services.
- 2.3.7. The Courier Partner shall be responsible for any necessary permits, other qualifications or registrations required for performing the Delivery Services, including all permits relating to the Courier Partner's vehicle.
- 2.3.8. The Courier Partner is responsible for ensuring that the Courier Partner has obtained any mandatory insurance coverage required by law and is also otherwise sufficiently insured in order to carry out the Delivery Services, e.g. that the Courier Partner's third party liability insurance covers commercial use of the Courier Partner's vehicle and that the Courier Partner is insured against accidents occurring in the course of carrying out the Delivery Services. Upon request, the Courier Partner must provide Wolt with proof of having obtained mandatory insurance coverage (if applicable). In case Wolt has arranged some insurance coverage for the Courier Partner, the Courier Partner may freely opt-out of such coverage by notifying Wolt thereof in writing.

- 2.3.9. The Courier Partner must, during the term of this Agreement hold a valid driver's license in the territory in which the Delivery Services are provided, if the Courier Partner performs his/her service by vehicle requiring a driver's license. Upon request, the Courier Partner must show to Wolt with a copy of its driver's license.
- 2.3.10. The Courier Partner must hold a valid work or entrepreneur or residence permit in case the Courier Partner has a nationality that requires such permit in order to carry out the Delivery Services in Hungary.. Upon request, Courier Partner must show to Wolt such work or entrepreneur or residence permit The Courier Partner is obligated to inform Wolt, if the Courier Partner no longer holds a valid work or entrepreneur or residence permit.
- 2.3.11. The Courier Partner shall not in any circumstances disclose, use or take advantage of the information regarding the deliveries, orders or the Customers of the Platform for any other purpose than carrying out the Delivery Services.
- 2.3.12. *The Courier Partner may not have in place and apply for the Customers separate terms for the Delivery Services in addition to these or any other terms of Wolt or its parent company.*

3. User Accounts and Courier Partner App

- 3.1. In order to use the Courier Partner App, the Courier Partner must create a user account by following the registration instructions provided by Wolt. The Courier Partner App credentials are user-specific. The Courier Partner shall ensure that any user account credentials and equivalent information required to access the user account of the Courier Partner are kept confidential and used in a secure manner not accessible by third parties. In case of Delegation or Substitution, delegates and substitutes will not be deemed a "third party" for the purposes of this provision.
- 3.2. Where it is suspected that any unauthorized person has become aware of a Courier Partner's user account credentials or has access to the user account of the Courier Partner, the Courier Partner shall immediately inform Wolt thereof. The Courier Partner shall be responsible for any use of the Courier Partner App and any activity under the user account of the Courier Partner, irrespective of whether Delegation or Substitution is or has been in place.
- 3.3. Courier Partner shall be responsible for obtaining and maintaining any devices or equipment (such as telephones) and connections needed for access to and use of the Courier Partner App and all charges related thereto.
- 3.4. The Courier Partner will not: (i) use or attempt to use another person's Wolt account (unless any such use is a consequence of that the Courier Partner has become a delegate in case of Delegation or a substitute in case of Substitution); (ii) copy, modify or create derivative works of the Platform or the Courier Partner App or any related technology; (iii) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform, the Courier Partner App or any related technology, or any part thereof; (iv) collect, use, copy, or transfer any information obtained from the Courier Partner App without the consent of Wolt; (v) use bots or other automated methods to use the Platform or the Courier Partner App; (vi) create a Wolt account using a fake identity or an identity of another person; and (vii) access the Platform except through the interfaces expressly provided by Wolt.
- 3.5. If Courier Partner does not provide Delivery Services at all during a period of at least 90-day period, Wolt shall have the right, at its discretion, to block Courier Partner's access to receiving requests for Delivery Services within the Courier Partner App, and, as a consequence, Courier Partner shall not be able to make any further deliveries. For sake of clarity, it is noted that this does not result in the termination of the present Agreement. Should Courier Partner wish to once again receive requests for Delivery Services in the Courier Partner App, it shall be required to contact Wolt. Courier Partner acknowledges that Wolt shall make a decision on the restoration of its access to requests for Delivery Services within the Courier Partner App within 5 business days from the receipt of Courier Partner's request, which decision Wolt is entitled to make unilaterally, at its discretion.

4. Remuneration

- 4.1. The Customers pay for the Delivery Services of the Courier Partner via Wolt, i.e. Wolt collects the payments from Customers on behalf of the Courier Partner. Courier Partner hereby authorizes Wolt to receive payments on behalf and for the account of the Courier Partner via external payment services provider from Customers for the Delivery Services ordered from Courier Partner in the Platform and to charge the Customers on behalf of Courier Partner. Subsequently, Wolt shall make payments to Courier Partner in line with this Agreement. For clarity, Wolt does not act as a payment service provider between the Courier Partner and the Customers. Once the Customer has paid the price for the Courier Partner's Delivery Services ordered by the Customer through the Platform, Courier Partner shall only be able to charge the price from Wolt, not from the Customer. The Courier Partner may set out the remuneration for the Delivery Services ("Delivery Fee") freely provided that the Delivery Fee may not exceed the maximum amount established by Wolt, which consists of base fee and distance fee (if this latter applies based on the individual characteristics of the given delivery). The maximum remuneration for the Delivery Services (i.e. the maximum Delivery Fee) valid at the time of signing of the Agreement is set out in the Remuneration Matrix attached hereto as Appendix 1 (either explicitly and/or by reference). The Parties note that such Delivery Fee shall be a gross amount, i.e. any VAT payable by the Customer is included in the Delivery Fee. If the Courier Partner wishes to apply a Delivery Fee which is lower than the maximum Delivery Fee, the Courier Partner shall inform Wolt Customer Service, prior to accepting such a delivery order, of its intention to apply this lower Delivery Fee. The Courier Partner may revoke or modify such Delivery Fee by following the above process. For clarity, Wolt does not compensate the Courier Partner for the difference between such lowered Delivery Fee and the maximum Delivery Fee (including the fact that in this regard the amount of Marketing Fee shall remain the same).
- 4.2. For clarity, the Remuneration Matrix sets out the entire compensation for the Delivery Services paid by the Customers. The Courier Partner is not entitled to any cost compensation, benefits or reimbursement of traveling or other expenses neither from the Customers, nor Wolt, except as provided in the below Point 4.4. Since in case of Substitution or Delegation, Wolt shall not enter into any legal relationship whatsoever with the delegate(s) or substitute(s), and shall perform all its obligations stemming from this Agreement to the Courier Partner making use of Delegation or Substitution, delegates and substitutes shall have no right to claim any amounts from Wolt. Wolt shall make payments to the Courier Partner making use of Delegation or Substitution only.
- 4.3. The Delivery Fees collected by Wolt from the Customers shall be paid twice a month to a bank account provided by the Courier Partner to Wolt. The bank account shall be a Hungarian bank account.
- 4.4. Wolt may elect to pay marketing fee ("Marketing Fee") to Courier Partner as set out in the Remuneration Matrix (including the reference to the webpage indicated therein) or the Courier Partner App, for increasing the visibility of the Wolt brand (for example, if Courier Partner wears or uses at least one piece of Wolt-branded outerwear or equipment during the provision of the Delivery Services, or for meeting certain pre-set targets such as total deliveries per period). Point 4.3. applies as to the payment of the Marketing Fee, that is, Wolt shall transfer such twice a month to the Hungarian bank account provided by the Courier Partner to Wolt.
- 4.5. Wolt, at its sole discretion, may unilaterally charge a fee ("Intermediation Fee") to Courier Partner for its intermediation services provided on the Platform or via the Courier Partner App, or for the use of the Platform and the Courier Partner App. Wolt shall inform Courier Partner in advance and in line with the general rules of this Agreement (i.e. Point 12.3.1.). Wolt is entitled to deduct the Intermediation Fee from payments made / forwarded to Courier Partner.
- 4.6. The Courier Partner agrees that Wolt is entitled to make deductions from payments to be made the Courier Partner in the following situations:

- i. *if the Delivery Services are not performed in a reasonable time, considering the delivery time estimate of the delivery (ensures food safety),*
- ii. *if the Delivery Services fall below the expected quality standards,*
- iii. *if the Delivery Services result in user complaints from the Customers of the Platform, either directly or indirectly,*
- iv. *as provided in Appendix 3;*
- v. *as provided in Section 4. 5.*

Courier Partner acknowledges that although the contract for Delivery Services is made by and between Courier Partner and the Customer, Courier Partner accepts Wolt's deduction schemes as set out in the Agreement.

- 4.7. Courier Partner shall have the right to voice its view on any user complaints made regarding the Delivery Services before Wolt decides upon any deductions. Any deduction shall be equal to the compensation paid to the Customer of the Platform in relation to the Customer's complaint and cannot exceed such amount. *Any decision regarding the deduction from the Courier Partner's Delivery Fee is made at the sole discretion of Wolt.*
- 4.8. Courier Partner shall be solely responsible for its own tax obligations vis-à-vis Wolt and third persons as well, including in case of Delegation or Substitution, unless the laws provide otherwise. Wolt expects the Courier Partner to pay special attention to its tax obligations stemming from Hungarian laws.
- 4.9. The Parties agree that the Courier Partner shall be entitled to perform Delivery Services only in possession of a valid tax identification number. Thus, the Courier Partner undertakes to have a valid tax identification number during the entire term of this Agreement, acknowledges that this falls solely within the Courier Partner's responsibility, and in case this obligation is infringed upon, the Courier Partner shall have full liability. Wolt shall check the validity of tax identification number from time to time. The Parties note that Wolt shall not make any payments to the Courier Partner as long as it is not in possession of a valid tax identification number.
- 4.10. The Parties agree that the Courier Partner shall be entitled to any payment from Wolt only on the basis of a valid invoice or modification invoice (credit/debit note, cancellation invoice) issued as per this Agreement, including but not limited to the Marketing Fee referred to under Point 4.4. of the Agreement.
- 4.11. Courier Partner assigns and authorizes Wolt to perform its obligation to issue invoices, - including the discharge of online invoice reporting obligations, which assignment and authorization Wolt hereby accepts free of charge. Parties agree that such above assignment and authorization shall concern only invoices to be issued to Wolt (self-invoicing) and Customers under the Agreement. For the avoidance of doubt, such assignment and authorization shall not cover the issuance of modification invoices (such as credit/debit notes, cancellation invoices and thus issued new invoices), and related obligations, which fall within the scope of responsibility of Courier Partner. Courier Partner undertakes not to issue invoices to Wolt or the Customers during the term of this Agreement, nor assign and authorize a third person to do so, unless the invoice is issued on the basis of a canceled original invoice. Courier Partner undertakes to provide Wolt with all necessary declarations, data and information (including the provision of the technical ID required for invoice reporting) required for the issuance of invoices and online invoice reporting as per the present section. For the avoidance of doubt the Parties note that such assignment and authorization only cover invoices (except invoices issued in case of an earlier canceled invoice) to which Hungarian VAT rules apply.
- 4.12. The sequential number range of the invoices issued by Wolt on behalf of Courier Partner shall be between HUxxxxxxx1110000001 – 11199999999, where xxxxxxxx stands for the first eight digits of the unique tax identification number of Courier Partner. Parties acknowledge that they are responsible for entering the sequential number range into their records. In case of invoices issued by Wolt on behalf of Courier Partner to Wolt, self-invoicing shall be indicated.

- 4.13. Wolt shall issue the invoices on behalf of Courier Partner in accordance with applicable laws. Wolt acknowledges that based on currently effective rules, Wolt shall without delay provide Courier Partner with a copy of a paper-based invoice (if such is issued), and/or shall without delay provide Courier Partner with the electronic invoice in such a form.
- 4.14. *Courier Partner acknowledges that unless Courier Partner disputes the invoiced amount within 8 days from the receipt of the given invoice, the respective invoiced amount shall be deemed as accepted.*
- 4.15. In the event Courier Partner intends to amend an invoice issued by Wolt on Courier Partner's behalf, Courier Partner shall notify Wolt in writing. In case Wolt consents to the amendment, Courier Partner shall be solely responsible for the issuance of the modification invoice (including credit/debit notes and cancellation invoices, while in the latter case Courier Partner shall be solely responsible for issuing the new invoice as well) and related tax obligations, and undertakes to forward such issued documents to Wolt without delay. Courier Partner acknowledges that Wolt shall consent to or reject the amendment within 5 days from the receipt of Courier Partner's notification.
- 4.16. Courier Partner undertakes to notify Wolt without delay of any changes related to invoicing (such as the invalidation of the tax identification number, change in registered address, change in VAT-taxpayer status). Wolt, at its sole discretion, shall be entitled to suspend making and forwarding any payments to Courier Partner in case Courier Partner infringes upon its aforementioned notification obligation, until said notification, in which case Courier Partner shall receive the suspended payments no later than in the next payment cycle. For sake of clarity, Wolt is not required to pay any additional amounts to Courier Partner such as interest. In case the Courier Partner expects its tax identification number to become invalid, it shall notify Wolt 15 days prior to the event.
- 4.17. The Courier Partner shall be solely responsible for obtaining any statutory employment and social security insurances in accordance with applicable laws.
- 4.18. Each Party shall bear its own costs and expenses related to entering into the Agreement, and any costs or expenses arising during the term of this Agreement which are related to the Agreement.

5. Confidentiality & Undertakings

- 5.1. The Courier Partner must keep this Agreement confidential as well as all materials and information received from Wolt marked as confidential or that should be understood to be confidential, regardless of form, including also Personal Data, and not to use confidential information for any other purposes than the purposes of this Agreement. Confidential information includes information on Customers of the Platform and any orders made by the Customers of the Platform. In the absence of an express written authorization from Wolt, Courier Partner shall neither make such materials and information available to third persons (for sake of clarity, without prejudice to section 2.1.6., in case of Delegation or Substitution, delegate(s) and substitute(s) shall not be regarded as third persons for the purpose of the present stipulation), nor shall use confidential material and information for any purposes beyond those of the present Agreement. The rights and responsibilities under this Section 5 shall survive the expiry or termination of this Agreement.

6. Intellectual Property Rights

- 6.1. All Intellectual Property Rights in or related to the Courier Partner App and Platform and related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Wolt, its parent company and/or its subcontractors/licensors. "Intellectual Property Rights" shall mean copyrights and related

rights (including database and catalog rights and photography rights), patents, utility models, design rights, trademarks, trade names, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

- 6.2. The Agreement does not grant to the Courier Partner any Intellectual Property Rights in the Courier Partner App or Platform and all rights not expressly granted hereunder are reserved by Wolt, its parent company and its subcontractors/licensors.

7. Personal Data

7.1. Personal data processed by Wolt

- 7.1.1. Wolt shall process the personal data of the Courier Partner in accordance with the Wolt Courier Partner Privacy Policy, which is available for the Courier Partners at <https://wolt.com/en/courier-privacy-policy>

7.2. Personal data processed by the Courier Partner and received from Wolt

- 7.2.1. In this and the following sections, "Personal Data" means any information relating to an identified or identifiable natural person the Courier Partner has access to via the Courier Partner App or through providing the Delivery Services, and which the Courier Partner processes in the course and within the scope of providing the Delivery Services in accordance with and during the term of this Agreement.
- 7.2.2. In connection with the Courier Partner's use of the Courier Partner App and Platform and providing the Delivery Services, Wolt transfers Personal Data to the Courier Partner for processing only for the purpose of performing the Delivery Services. Such Personal Data includes the Personal Data of the Customers of the Platform and may also include Wolt's employees and subcontractors. Since the Courier Partner provides the Delivery Services directly to the Customers using the Platform, the Courier is an independent controller of the Customer's personal data which are necessary for performing the actual Delivery. Wolt transfers and makes the personal data available to the Courier Partner only for the purpose of providing the actual Delivery. The Courier Partner may use such personal data only to a limited extent as necessary for performing the actual Delivery and in direct connection thereof (e.g. for complying with the respective legal obligations such as taxation rules), the Courier Partner shall comply with the applicable privacy laws and shall not use such personal data for any else purposes. In regard with the data processing activities of the Courier Partners as controllers, the compliance with the applicable privacy laws (like any other laws which are applicable for the Courier Partners) falls within the responsibility of the Courier Partners and they are liable for any breach of the legal regulations.
- 7.2.3. If the Courier Partner decides to use a Substitution or Delegation to perform Delivery Services, irrespective of whether a written agreement is concluded between the Courier Partner and the substitute or delegate, then the Courier Partner is fully liable for the activity of this substitute or delegate also in regard with the data processing activities and the substitute's or delegate's compliance with the applicable privacy laws. Courier Partner undertakes to make use of Delegation or Substitution only in a way where any and all terms of this Agreement regarding data processing are completely complied with also by the substitute and the delegate, including that the Courier Partner enters into a data processing agreement with the substitute which is in full compliance with the applicable data protection laws, especially EU Regulation 2016/679.
- 7.2.4. In respect to the Delivery Services, Wolt is also an independent controller of the respective personal data which are necessary for issuing the delivery invoice on behalf of the Courier.
- 7.2.5. The following terms and conditions set forth in this section concern the data processing activities of the Courier Partner with respect to the Personal Data it processes.

7.3. General requirements relating to the processing of Personal Data

- 7.3.1. The Personal Data processed by the Courier Partner includes Personal Data of the Customers as well as Wolt's employees and subcontractors, such as their name, photos, phone number, meal ordered, address, door code and information provided by the Customer to the Courier Partner through the Courier Partner App or otherwise.
- 7.3.2. The Courier Partner shall not use Personal Data for any purpose other than that of delivering the orders made by the Customers via the Platform and will not disclose the Personal Data to any third parties excluding substitutes or delegates of the Courier Partner who the Courier Partner may use. The Courier Partner shall process Personal Data in accordance with the Agreement and documented instructions of Wolt as well as each and every applicable privacy laws. The Courier Partner shall process any Personal Data in accordance with the most recent version of the Wolt Privacy Statement as published at the Wolt website.
- 7.3.3. The Courier Partner and Wolt shall comply with the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any applicable European or foreign data protection laws as amended.
- 7.3.4. Courier Partner shall implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risk for the privacy of individuals in the Courier Partner's processing operations, in particular in order to safeguard the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, e.g. by keeping confidential and secret the Courier Partner's credentials to the Courier Partner App and not copying any Personal Data outside the Courier Partner App onto Courier Partner's own devices or elsewhere.
- 7.3.5. The Courier Partner shall ensure that the persons processing Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.4. Transfers of Personal Data outside the EEA

- 7.4.1. The Courier Partner shall not transfer Personal Data to countries outside the European Economic Area without the prior written consent of Wolt. Wolt shall, in connection with any transfers of Personal Data outside the European Economic Area, always have the right to require that the Courier Partner enters into a contractual arrangement by using the EU standard contractual clauses for the transfer of personal data to processors established in third countries as required under applicable data protection laws.

7.5. Processors

- 7.5.1. Courier Partner shall be entitled to use data processors as its subcontractor for processing Personal Data. The Courier Partner ensures that the involved processors are properly qualified, are bound by a written data processing agreement with the Courier Partner, and comply with the same data processing obligations as the ones which apply to the Courier Partner under the Agreement.

7.6. Deletion and return of Personal Data

- 7.6.1. After the termination or expiry of the Agreement, the Courier Partner shall, within reasonable time, at the choice of Wolt, return all Personal Data to Wolt or permanently delete Personal Data from its storage media, unless it is the Courier Partner's statutory obligation to store such Personal Data.

8. Limitation of liability

- 8.1. *Neither Party will be liable for indirect or consequential damages resulting from breach of this Agreement, including lost income and for loss in the obligee's property arising from the performance of this Agreement.*

- 8.2. *This limitation of liability shall not apply to damage caused intentionally or by gross negligence or if loss of life or bodily harm or damage to health occurs, or if damages are caused by breach of the confidentiality obligations set out in Section 5 or the Courier Partner's obligations set out in Section 7, or if Courier Partner infringes upon the Delegation or Substitution rules as set out in this Agreement.*
- 8.3. *Wolt excludes its liability to the full extent permitted by applicable laws for damages to Courier Partner or third parties, caused by any equipment handed over to Courier Partner under any title whatsoever. Furthermore, Wolt excludes warranty for any equipment handed over to Courier Partner under any title whatsoever. At the same time Wolt informs Courier Partner of product liability, based on which producers shall be liable for defective products.*
- 8.4. *Wolt excludes its liability to the full extent permitted by applicable laws for damages to third persons caused by Courier Partner during the performance of Delivery Services, especially towards the Customers, as well as including such cases where Courier Partner compensates the third person but intends to enforce regressive claims against Wolt. For the sake of clarity Parties note that in case they are held jointly and severally liable, Wolt excludes its liability to the full extent permitted by applicable laws vis-à-vis Courier Partner. In case Wolt is forced to pay compensation due to damages caused by Courier Partner to third persons during performance of Delivery Services, Wolt shall pass on the entire compensation amount to Courier Partner as a regressive claim, which scheme Courier Partner hereby accepts.*
- 8.5. If Courier Partner makes use of Delegation or Substitution, Courier Partner shall be liable for the acts and omissions of its delegate(s) or substitute(s) as if Courier Partner have acted / omitted. Any claims on Wolt's side arising from the acts and/or omissions of delegates and substitutes shall be asserted and enforced against Courier Partner, irrespective of whether Courier Partner may or may not be able to re-assert such in turn against its delegates and substitutes.

9. Term and Termination

- 9.1. This Agreement comes into effect upon signature by both Parties on the date written above. Each Party is entitled to terminate this Agreement with a 15-day notice, in which case the Agreement shall be terminated once 15 days lapse from the end of the day when the termination notice was dispatched.
- 9.2. The Parties have the right to terminate this Agreement with immediate effect in case the other Party materially breaches their obligations under this Agreement. For the sake of clarity, Wolt may always terminate this Agreement with immediate effect in case the Courier Partner:
- (i) performs Delivery Services with a decline in quality and frequent negative feedback from Customers and/or restaurant or merchant partners is received,
 - (ii) does not hold some of the required permits or licenses including those set out under Section 2.3,
 - (iii) has infringed upon laws including traffic regulations which infringement is evidenced,
 - (iv) has compromised food safety e.g. by not complying with the Food Safety Guidelines or the internal Food Safety and HACCP Guidelines attached hereto,
 - (v) has breached obligation related to data protection or privacy (including but not limited to Sections 2.3. 11; 3.1 or 7),
 - (vi) has endangered the safety of the Customers of the Platform or Wolt's employees or courier or merchant partners,
 - (vii) has infringed upon or endangered Wolt's goodwill and/or reputation, including those of the Wolt brand.,
 - (viii) provides false data to Wolt in the Courier Partner App (such as reporting a different vehicle as to the one actually used in order to attain a higher fee),
 - (ix) if Courier Partner endeavors to or actually provides Delivery Services once Wolt has terminated the legal relationship with Courier Partner, by way of re-registering as courier partner with different data or as another courier partner's delegate or substitute or in any other similar manner.

- 9.3. The right to termination shall be exercised in written form (including e-mail, regarded by the Parties as written).
- 9.4. The provisions of this Agreement which by their nature reasonably should survive the termination or other expiration of this Agreement shall survive any expiration or termination of this Agreement, including the confidentiality obligations set out in Section 5.

10. Independent Contractors

- 10.1. There is no employment relationship between Wolt and the Courier Partner and the Parties shall be considered independent contractors for the purposes of this Agreement. This Agreement shall not be construed as establishing any relationship of subordination or employment between the Parties whatsoever.

11. Force majeure

- 11.1. Parties shall not be liable for damages and delay resulting from circumstances beyond their control, such as war, flood, fire, interruptions in payment or internet services exceeding 12 hours or similar events, which Parties could not foresee upon the conclusion of this Agreement, and the consequences of which reasonably cannot be avoided or averted. Each Party shall inform the other Party without delay should a circumstance resulting in force majeure occur.

12. Miscellaneous

12.1. Severance

- 12.1.1. If any provision of this Agreement is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12.2. Assignment

- 12.2.1. *Wolt is entitled to unilaterally assign this Agreement or the rights or obligations under this Agreement to any other company within the Wolt group or to a company outside the Wolt group in case of any merger and/or acquisition involving Wolt. Wolt is also entitled to transfer its contractual position under this Agreement to any other company within the Wolt group or to a company outside the Wolt group in case of any merger and/or acquisition involving Wolt, to which transfer Courier Partner hereby grants its irrevocable prior consent (for the sake of clarity, therefore the transfer of contractual position shall become effective upon notifying the Courier Partner thereof).*

12.3. Amendments

- 12.3.1. *Wolt is entitled to amend this Agreement, including any applicable fees or other remuneration (such as Delivery Fee and Marketing Fee), by providing the Courier Partner with at least 15 days' prior notice. If the Courier Partner does not accept the change made by Wolt to the Agreement, the Courier Partner has the right to terminate the Agreement by notifying Wolt thereof in writing prior to the effective date of such change.*

- 12.3.2. With the exception as set out in Section 12.3.1, that is, when Wolt shall not amend this Agreement unilaterally, the present Agreement shall be amended and/or supplemented exclusively in writing, including electronic signature of its electronic version, and neither Party shall have the right to refer to verbal or implied amendments/supplements.

12.4. Supplier code of conduct

- 12.4.1. For clarity, the Courier Partner acknowledges and agrees to comply with Wolt's supplier code of conduct available at https://woltwide.cdn.prismic.io/woltwide/1fb95848-53a6-44b0-83fa-0ba5e9512051_Guidelines+for+Wolt+Partners_March+2022.pdf

12.5. Entire agreement

12.5.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

12.6. Applicable law and dispute resolution

12.6.1. This Agreement is governed by the laws of Hungary without regard to its principles and rules on conflict of laws.

12.6.2. Any dispute arising out of or relating to this Agreement shall primarily be settled through negotiations. If the negotiations for a settlement will not lead to unanimity in one (1) month after the beginning of negotiations, and based on general rules the competent court would be any court outside Budapest or Pest county, disputes shall be finally brought before the Buda Central District Court and the Regional Court of Székesfehérvár (as applicable).

Appendices of the service agreement

The appendices listed below form an integral part of this Agreement. In case of any discrepancy between the appendices and this Agreement, this Agreement shall prevail.

- 1) Remuneration Matrix
- 2) Food Safety Guidelines for Courier Partners
- 3) Information about deposits and value list of items
- 4) Special rules for the Wolt Drive delivery scheme

APPENDIX 1

Remuneration Matrix

Wolt's effective fee table is available at the following link, broken down per settlement and zones:

<https://woltfutarok.com/dijazas/>

1. Maximum Delivery Fee

Delivery Fee charged from Customers is based on delivery base and distance fees for successfully performed deliveries, dependent on location. The Courier Partner is entitled to set fees equal to or lower than the base fee and distance fee applicable to the given delivery, with the fee table using gross amounts. Distance fee is due after certain distance units, which distance units are indicated in the fee table. The distance is calculated based on the straight-line distance between the delivery pick-up and drop-off locations one way and not based on the distance on the roads.

If the Customer participates in a free or discounted delivery scheme, the entirety of the delivery remuneration (free delivery scheme) or part of the delivery remuneration (discounted delivery scheme) is borne by Wolt vis-à-vis the Courier Partner.

2. Marketing Fee

The Marketing Fee provided by Wolt shall correspond to the difference between the effective maximum Delivery Fee and the Marketing Fee related threshold determined in the relevant fee tables; and - irrespective of the threshold, Marketing Fee may include certain performance-based schemes in certain periods (such as seasonal bonus schemes).

Several circumstances indicated in the fee tables may have an effect on the Marketing Fee related threshold applicable at the given delivery, such as:

- location (per town, or within town, such as a location-based additional fee);
- bonuses as per the time of delivery (night/day, last hour prior to closing).

The performance-based schemes currently in place are available here:

<http://faq.woltfutarok.com/hu/support/home>

All elements of the Marketing Fee are connected to increasing the visibility of Wolt (certain places, times).

APPENDIX 2

FOOD SAFETY GUIDELINES FOR COURIER PARTNERS

The Courier Partner is responsible for performing the Delivery Services in accordance with these guidelines in order to ensure compliance with applicable food safety and other laws and regulations and to maintain the quality of the delivered goods.

- The Courier Partner shall have an appropriate thermo-insulated bag for delivering meals (such as the best available heated box and separate insulated cold container), including a delivery bag provided by Wolt, equipped with a separate inner container.
- Courier Partners shall receive ready-prepared and well-packaged meals or food items or other goods from the restaurants or other partners and shall deliver them directly and efficiently to the customer. The Courier Partner shall not hand over food to customers that has been in delivery for more than 2 hours.
- Courier Partners will receive from the restaurants or other partners only goods that are packed in containers (e.g. plastic, paper or textile) to such a degree that the Courier Partners cannot directly come into contact with the food or goods in any way. The Courier Partner will immediately in the restaurant place the food into a delivery bag or cold container depending on the temperature and nature of the goods. As regards to groceries, the Courier Partner receives them packed in a thermo box and/or in paper or plastic bags. The goods will be handed over to the customer straight from the delivery bag, inner container or thermo box to maintain the best possible quality of the food. The goods cannot be taken out of the bag or inner container during the delivery.
- The Courier Partner shall take care of the cleanliness of the delivery bag and monitor it regularly and shall have the bag washed at least on a weekly basis. In case the hygiene of the bag is in any way compromised, Courier Partner shall have it properly cleaned. In case the Courier Partner is in possession of an empty thermo box (e.g. after a completed delivery at the end of a day), the Courier Partner is responsible to clean the thermo box if its hygiene is in any way compromised.
- The Courier Partner will ensure during the delivery that the quality of the goods is maintained. If any significant changes in the quality of the goods occur or the Courier Partner has reason to believe that the temperature of the order has been compromised during delivery, the Courier Partner shall notify Wolt support about it immediately.
- Equipment shall be regularly checked, and Courier Partner may contact Wolt if Courier Partner is unable to resolve a situation on its own.
- The Courier Partner will ensure that third parties will not have access to the delivery bag, thermo box or the goods. When the Courier Partner is in possession of the delivery bag or thermo box, the Courier Partner shall ensure that they are kept in a clean and sanitary environment. If the delivery bag or thermo box is obtained from Wolt, they shall be used only for performing the Delivery Services.
- The products will be delivered in a manner in which no foreign smell, taste or other harmful properties affects the quality of the product or gets involved in any way with the product.
- The Courier Partner shall take care of commonly good hygiene during the deliveries. Good hygiene includes e.g. the following: clean and appropriate outerwear, good personal hygiene, clean vehicle and good surface hygiene of equipment, correct handling of the packaged food items and regular washing or disinfecting of hands.
- If the Courier Partner suffers from generally contagious illnesses (such as the flu but especially COVID-19), the Courier Partner shall refrain from performing the Delivery Services.

- Courier Partner shall be responsible for the cleanliness of its vehicle used and compliance with applicable laws and regulations. Courier Partner shall perform cleanliness checks on a daily basis by way of human sensory systems (organs of sense). Problems in quality shall be observed on the basis of visible stains or unpleasant smells.
- Equipment provided by Wolt shall only be used for the purposes of Delivery Services, in order to deliver goods, and in accordance with the characteristics of such goods.

By signing the present Agreement, Courier Partner represents and warrants that Courier Partner has read Wolt's internal Food Safety and HACCP Guidelines applicable to delivery services sold by Courier Partner through Wolt platform, understood and acknowledged their content, and undertakes to comply with the internal Food Safety and HACCP Guidelines, as amended. The effective Food Safety and HACCP Guidelines are available at the following link: <https://wolt.me/haccp-kezikonyv>.

APPENDIX 3

INFORMATION ABOUT DEPOSITS AND VALUE LIST OF ITEMS

If requested by the Courier Partner, Wolt may sign away the below items for the use of the Courier Partner during the period of this Agreement, the actual value of which can be found at the following link: <https://woltfutarok.com/kaucio/>

Courier Partner with a car:

- Heat bag
- Heat bag heating cord and plate
- Inner bag
- Jacket
- T-shirt

Courier Partner with a bicycle, moped, scooter or motorcycle:

- Biker's backpack
- Jacket
- T-shirt

Wolt is entitled to amend the item value list unilaterally, but is required to inform Courier Partner of any change to the above items' value list 15 days prior to the changes' effective date. Courier Partner shall be entitled at its discretion to decide if it wishes to continue providing the services under the present Agreement based on the amended item value list, and shall be entitled to terminate the Agreement by written notice to Wolt prior to the effective date of the changes.

The Parties agree on a HUF 20,000 deposit due on Courier Partner's side upon receiving the items, which shall be deducted from the Courier Partner's fee payouts as soon as possible as follows: Wolt shall deduct the deposit from Courier Partner's balance as tracked via the Courier Partner App, upon issuing Courier Partner's first invoice under the present Agreement (and from the amount thereof). Should the first invoice not cover the deposit's amount, it shall be deducted from the amount(s) of subsequent invoices.

This deposit is returned to the Courier Partner within 30 days after the Courier Partner has returned all the items received from Wolt back to Wolt in good condition, provided Courier Partner is (still) in possession of a valid tax identification number.

If any of the signed away items break or get lost, the Courier Partner shall compensate them in accordance with the value stated above. If any items break due to a manufacturing defect, it will be compensated by the manufacturer's warranty within the warranty period. In that case, the Courier Partner shall receive a new item as a replacement free of charge by returning the damaged item to a company representative at Wolt's office.

In case of termination or expiry of this Agreement, or if the Courier Partner does not provide any Delivery Services in any continuous 90-day period without the termination of the Agreement, the Courier Partner is obligated to return the equipment to Wolt without undue delay. For sake of clarity, the Courier Partner is under such obligation irrespective of whether Courier Partner has been called on Wolt or not. For sake of clarity, equipment in this paragraph refers to the items listed at <https://woltfutarok.com/kaucio/>.

Upon Wolt's request, Courier Partner shall return the items according to the place and time set forth here: <http://wolt.me/mosoda>.

APPENDIX 4SPECIAL RULES APPLICABLE TO DELIVERY SERVICES SOLD TO WOLT DELIVERY HUNGARY LLC

The present appendix shall apply to the content of the agreement concluded by and between Courier Partner and Wolt Delivery Hungary LLC, which agreement shall be established once Courier Partner accepts in the Courier Partner App the delivery order posted by Wolt Delivery Hungary LLC.

In addition to this appendix, Courier Partner as postal intermediary must accept and observe the general terms of Wolt Delivery Hungary LLC as postal services provider, as amended, available here: <https://wolt.me/drivehun-terms>

In case of conflict between the Agreement and this appendix, this appendix shall prevail. For sake of clarity, the terms of the Agreement not derogated from with this appendix shall apply to delivery services sold to Wolt Delivery Hungary LLC.

I. By derogation from Point 1. of the Agreement, the defined terms are determined as follows: (including the insertion of new defined term):

- “Wolt Delivery Hungary” means Wolt Delivery Hungary limited liability company (seat: 1085 Budapest, Salétrom utca 4. földszint; company registration number: 01-09-390993; tax ID: 27463761-2-42).
- “Delivery Services” means the delivery services sold by Courier Partner to Wolt Delivery Hungary, in the framework of which Partner’s goods are delivered by Courier Partner to Customers as an intermediary of Wolt Delivery Hungary.
- “Partner” means the restaurant and merchant partners of Wolt Delivery Hungary, at whom Customers may place orders for sale and purchase and delivery.
- “Customers” means the natural or legal persons placing orders at Partner.
- the “Platform” defined term does not apply.
- the “Courier Partner App” defined term remains unchanged.

II. By derogation from Point 2.1.1 of the Agreement: During the term of this Agreement, Courier Partner sells Delivery Services to Wolt Delivery Hungary as set out below. Wolt acts as an intermediary between Wolt Delivery Hungary and the Courier Partners and provides, by its parent company, the Courier Partner App to Courier Partners on which they can receive and accept orders of Delivery Services. For clarity, the contract for Delivery Services is concluded directly between Wolt Delivery Hungary and the Courier Partner, accordingly Wolt is not a contracting party therein. Such contract for Delivery Services shall be deemed concluded at the moment the Courier Partner accepts the Delivery Services order in the Courier Partner App. For the sake of clarity, in the current scheme Partner uses Wolt Delivery Hungary as an intermediary for the delivery, and Wolt Delivery Hungary in turn uses the Courier Partner as an intermediary for the delivery. Parties note that the Courier Partner qualifies as a postal intermediary pursuant to Act CLIX of 2012 on postal services

III. By way of derogation from Point 2.1.6 of the Agreement: If the Courier Partner wishes to use its own employees for the performance of the Delivery Services (“Delegation”) or to use a third party (such as another Wolt courier partner) as the Courier Partner’s substitute (“Substitution”), the Courier Partner shall be required to inform Wolt and Wolt Delivery Hungary of such Delegation or Substitution. Courier Partner undertakes to make use of Delegation or Substitution only in a way where any and all terms of the Agreement between Wolt and Wolt Delivery, and the Courier Partner are observed (including the duty to enter into a substitution agreement with its substitutes by way of which such substitutes agree to be bound by the same obligations as Courier Partner in this Agreement). For sake of clarity it is noted that in case of Substitution or Delegation, Wolt and Wolt Delivery Hungary shall not enter into any legal relationship whatsoever with the delegate(s) or substitute(s), and shall perform all their obligations stemming from this Agreement to the Courier Partner making use of Delegation or Substitution. Courier Partner represents and warrants that any Delegation / Substitution shall be in line with applicable postal rules.

- IV. By derogation from Point 2.2.3 of the Agreement: The Courier Partner is not guaranteed a specific quantity of Delivery Services, as the quantity is conditional on how much Wolt Delivery Hungary's services are used and on the availability of the Courier Partner. For clarity, neither Wolt, nor Wolt Delivery Hungary guarantees any Delivery Services to the Courier Partner, despite the Courier Partner having reported availability on the Courier Partner App.
- V. By derogation from Point 2.2.4 of the Agreement: To ensure optimal quality of the delivery of orders, Wolt shall, at Wolt's sole discretion, be entitled to allocate delivery orders among courier partners. The Courier Partner is free to reject Delivery Service requests offered through the Courier Partner App and is thus not obliged to perform any Delivery Services even though the Courier Partner has informed Wolt or Wolt Delivery Hungary about their availability by being online on the Courier Partner App.
- VI. By derogation from Point 2.3.1 of the Agreement: The Courier Partner shall be responsible for the Delivery Services being performed professionally, efficiently and in compliance with any applicable regulations. Courier Partner is exclusively liable for compliance with laws (including but not limited to Delegation and Substitution). Wolt and Wolt Delivery Hungary exclude liability to the fullest extent allowed by applicable laws for the actions of Courier Partner. Courier Partner shall be required to add the following individual entrepreneurial activity codes to its entrepreneurial profile: 532002 – Home delivery of goods (except food); 532003 – Postal intermediary; 532005 – Food delivery.
- VII. By derogation from Point 2.3.6 of the Agreement: The Courier Partner shall be liable for its costs arising from its operation. Wolt and Wolt Delivery Hungary shall not reimburse any expenses (e.g.parking or speeding tickets, fuel prices) or damages related to Delivery Services.
- VIII. By derogation from Point 2.3.11 of the Agreement: The Courier Partner shall not in any circumstances disclose, use or take advantage of the information regarding the deliveries, orders or the Customers of the Platform for any other purpose than carrying out the Delivery Services.
- IX. By derogation from Point 2.3.12 of the Agreement: The Courier Partner shall not have in place and apply for the Customers separate terms.
- X. The following Point 2.3.13. shall be added to the Agreement: Upon delivering and handing over the order to the addressee, Courier Partner shall in all cases confirm the identity of the person receiving the order (and witness, if required, as set out below) by checking said person's identity card / passport / driver's license. Furthermore, Courier Partner shall:
- a. if the order is handed over to the addressee: have the addressee confirm delivery via signature in the digital manner specified by Wolt / Wolt Delivery Hungary; or
 - b. if the order is handed over to another person: have this person confirm delivery via signature in the digital manner specified by Wolt / Wolt Delivery Hungary and record the relationship type between this person and the addressee;
- and
- c. if the addressee is a minor or an adult under guardianship: hand over the order to the custodian/guardian while this person must evidence to Courier Partner its such status by way of final court resolution or an official certificate; and/ or
 - d. if the order is registered mail:
 - i. in call cases record the identity document type and its identification code and number of the person entitled to receive the order; and
 - ii. if the addressee is a person not knowing the Latin alphabet / visually impaired / unable to write for any other reason: hand over the order to the with a literate adult witness present, and have said witness confirm delivery in the digital manner specified by Wolt / Wolt Delivery Hungary and record the witness status of such person the same way.

Any non-compliance with the above by the addressee and/or any third persons shall result in the Courier Partner not handing over the order and contacting Wolt Delivery Hungary or Wolt.

Courier Partner shall be required to register upon handover whether the order's packaging is uncompromised and undamaged as witnessed from the outside, or if the packaging is damaged as witnessed from the outside, in which case Courier Partner shall be needed to properly list all such damages. Furthermore, Courier Partner shall be required to have such a declaration on the packaging (in itself, or within a certification or protocol of delivery) signed by the person receiving the order.

XI. The following Point 2.3.14. shall be added to the Agreement: Courier Partner shall be required to register upon pickup whether the order's packaging is uncompromised and undamaged as witnessed from the outside, or if the packaging is damaged as witnessed from the outside, in which case Courier Partner shall be needed to properly list all such damages. Furthermore, Courier Partner shall be required to have such a declaration on the packaging (in itself, or within a certification or protocol of pickup) signed by the person acting on behalf of the pickup point.

XII. By derogation from Point 4.1 of the Agreement: Wolt Delivery Hungary shall pay the Courier Partner for the Delivery Services. Courier Partner shall only be able to charge the price from Wolt Delivery Hungary, not from the Customer. For sake of clarity, Parties reaffirm that Customers mean the natural or legal persons placing orders at Partner. The Courier Partner may set out the remuneration for the Delivery Services ("Delivery Fee") freely provided that the Delivery Fee may not exceed the maximum amount established by Wolt, which consists of base fee and distance fee (if this latter applies based on the individual characteristics of the given delivery). The maximum remuneration for the Delivery Services (i.e. the maximum Delivery Fee) valid at the time of signing of the Agreement is set out in the Remuneration Matrix attached hereto as Appendix 1 (either explicitly or by reference). The Parties note that such Delivery Fee shall be a gross amount, i.e. any VAT payable by Wolt Delivery Hungary is included in the Delivery Fee. If the Courier Partner wishes to apply a Delivery Fee which is lower than the maximum Delivery Fee, the Courier Partner shall inform Wolt Customer Service, prior to accepting such a delivery order, of its intention to apply this lower Delivery Fee. The Courier Partner may revoke or modify such Delivery Fee by following the above process. For clarity, neither Wolt nor Wolt Delivery Hungary shall compensate the Courier Partner for the difference between such lowered Delivery Fee and the maximum Delivery Fee (including the fact that in this regard the amount of Marketing Fee shall remain the same).

XIII. By derogation from Point 4.2 of the Agreement: For clarity, the Remuneration Matrix sets out the entire compensation for the Delivery Services paid by Wolt Delivery Hungary and Wolt. The Courier Partner is not entitled to any cost compensation, benefits or reimbursement of traveling or other expenses from the Customers, Partners, Wolt Delivery Hungary or Wolt, except as provided in Point 4.4. Since in case of Substitution or Delegation, neither Wolt nor Wolt Delivery Hungary shall not enter into any legal relationship whatsoever with the delegate(s) or substitute(s), and shall perform all their obligations stemming from this Agreement to the Courier Partner making use of Delegation or Substitution, delegates and substitutes shall have no right to claim any amounts from Wolt or Wolt Delivery Hungary; Wolt and Wolt Delivery Hungary shall make payments to the Courier Partner making use of Delegation or Substitution only.

XIV. By derogation from Point 4.3 of the Agreement: Wolt Delivery Hungary shall make payments to Courier Partner twice a month to a bank account provided by the Courier Partner to Wolt. The bank account shall be a Hungarian bank account.

XV. By derogation from Point 4.6 of the Agreement: *The Courier Partner agrees that Wolt Delivery Hungary is entitled to make deductions from payments to be made to the Courier Partner in the following situations:*

- i. if the Delivery Services are not performed in a reasonable time, considering the delivery time estimate of the delivery (ensures food safety).*
- ii. if the Delivery Services fall below the expected quality standards.*

- iii. if the Delivery Services result in user complaints from the Customers of the Platform either directly or indirectly.
- iv. as provided in Section 4. 5.

Furthermore, the Courier Partner agrees that Wolt is entitled to make deductions from the payments to be made to the Courier Partner in the following situations:

- i. if the Delivery Services are not performed in a reasonable time, considering the delivery time estimate of the delivery (ensures food safety).
- ii. if the Delivery Services fall below the expected quality standards.
- iii. if the Delivery Services result in user complaints from the Customers, either directly or indirectly.
- iv. as provided in Appendix 3:
- v. as provided in Section 4.5.

Courier Partner acknowledges that although the contract for Delivery Services is made by and between Courier Partner and Wolt Delivery Hungary, Courier Partner accepts Wolt's deduction schemes as set out in the Agreement.

XVI. By derogation from Point 4.7 of the Agreement: Courier Partner shall have the right to voice its view on any Customer or Partner complaints made regarding the Delivery Services before Wolt Delivery Hungary or Wolt decides upon any deductions. Any deduction shall not exceed the compensation paid related to the complaint (including but not limited to any amounts paid by Wolt Delivery Hungary to Customers or Partners, such as contractual penalty, damages for breach and damages for lawful acts). For the sake of clarity, this does not restrict Wolt Delivery Hungary in any way whatsoever from asserting its damages exceeding such against Courier Partner (including but not limited to attorney's fees). Any decision regarding the deduction from the Courier Partner's Delivery Fee is made at the sole discretion of Wolt Delivery Hungary, while any decision regarding the deduction from amounts due to the Courier Partner is made at the sole discretion of Wolt.

XVII. By derogation from Point 4.10 of the Agreement: The Parties agree that the Courier Partner shall be entitled to any payment from Wolt and Wolt Delivery Hungary only on the basis of a valid invoice or modification invoice (credit/debit note, cancellation invoice) issued as per this Agreement, including but not limited to the Marketing Fee referred to under Point 4.4. of the Agreement.

XVIII. By derogation from Point 4.11 of the Agreement: Courier Partner assigns and authorizes Wolt to perform its obligation to issue invoices, - including the discharge of online invoice reporting obligations, which assignment and authorization Wolt hereby accepts free of charge. Parties agree that such above assignment and authorization shall concern only invoices to be issued to Wolt (self-invoicing) and Wolt Delivery Hungary under the Agreement. For the avoidance of doubt, such assignment and authorization shall not cover the issuance of modification invoices (such as credit/debit notes, cancellation invoices and thus issued new invoices), and related obligations, which fall within the scope of responsibility of Courier Partner. Courier Partner undertakes not to issue invoices to Wolt or Wolt Delivery Hungary during the term of this Agreement, nor assign and authorize a third person to do so, unless the invoice is issued on the basis of a canceled original invoice. Courier Partner undertakes to provide Wolt and Wolt Delivery Hungary with all necessary declarations, data and information (including the provision of the technical ID required for invoice reporting) required for the issuance of invoices and online invoice reporting as per the present section. For the avoidance of doubt the Parties note that such assignment and authorization only cover invoices (except invoices issued in case of an earlier canceled invoice) to which Hungarian VAT rules apply.

XIX. By derogation from Point 5 of the Agreement: The Courier Partner must keep this Agreement confidential as well as all materials and information received from Wolt and Wolt Delivery Hungary marked as confidential or that should be understood to be confidential, regardless of form, including also Personal Data, and not to use confidential information for any other purposes than the purposes of this Agreement. Confidential information includes

information on Customers of the Platform and any orders made by the Customers of the Platform. In the absence of an express written authorization from Wolt or Wolt Delivery Hungary, Courier Partner shall neither make such materials and information available to third persons (for sake of clarity, without prejudice to section 2.1.6., in case of Delegation or Substitution, delegate(s) and substitute(s) shall not be regarded as third persons for the purpose of the present stipulation), nor shall use confidential material and information for any purposes beyond those of the present Agreement. The rights and responsibilities under this Section 5 shall survive the expiry or termination of this Agreement.

XX. By derogation from Point 6 of the Agreement: All Intellectual Property Rights in or related to the Courier Partner App and Platform and related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Wolt, Wolt Delivery Hungary, their parent company and/or subcontractors/licensors. "Intellectual Property Rights" shall mean copyrights and related rights (including database and catalog rights and photography rights), patents, utility models, design rights, trademarks, trade names, trade secrets, know-how and any other form of registered or unregistered intellectual property rights. The Agreement does not grant to the Courier Partner any Intellectual Property Rights in the Courier Partner App or Platform and all rights not expressly granted hereunder are reserved by Wolt, Wolt Delivery Hungary, their parent company and their subcontractors/licensors.

XXI. Point 7 of the Agreement shall be replaced with the below:

Personal Data

7.1 Personal data processed by Wolt Delivery Hungary

7.1.1 Wolt Delivery Hungary shall process the personal data of the Courier Partner in accordance with the Wolt Courier Partner Privacy Policy.

7.2 Personal data processed by the Courier Partner on behalf of Wolt Delivery Hungary

7.2.1 In this and the following sections, "Personal Data" means any information relating to an identified or identifiable natural person the Courier Partner has access to via the Courier Partner App or through providing the Delivery Services, and which the Courier Partner processes in the course and within the scope of providing the Delivery Services in accordance with and during the term of this Agreement. The Personal Data of the Users shall include the following: full name, address, telephone number, e-mail address, requested time of delivery, coordinates of delivery, and certain data stemming from postal rules as described in Point X.

7.2.2 In connection with the Courier Partner's use of the Courier Partner App and Platform and providing the Delivery Services, Wolt Delivery Hungary transfers Personal Data to the Courier Partner for processing on behalf of Wolt Delivery Hungary only for the purpose of performing the Delivery Services. Such Personal Data includes the Personal Data of the Customers and may also include Wolt Delivery Hungary's employees and subcontractors. For clarity, since the Courier Partner does not provide the Delivery Services directly to the Customers, the Courier Partner is a data processor of the Customer's personal data which are necessary for performing the actual Delivery. Wolt Delivery Hungary transfers and makes the personal data available to the Courier Partner only for the purpose of providing the actual delivery. The Courier Partner may use such personal data only to a limited extent as necessary for performing the actual delivery and in direct connection thereof, the Courier Partner shall comply with the applicable privacy laws and shall not use such personal data for any other purposes. In regard with the data processing activities of the Courier Partners as data processors, the Courier Partners shall be liable for the damage caused by processing only where it has not complied with obligations of the Regulation (defined below) specifically directed to processors or where it has acted outside or contrary to lawful instructions of the controller.

7.2.3 If the Courier Partner decides to use a substitute or delegate to perform Delivery Services, irrespective of whether a written agreement is concluded between the Courier Partner and the substitute or delegate, then the Courier Partner is fully liable for the activity of this substitute or delegate also in regard with the data processing activities and the substitute's or delegate's compliance with the applicable privacy laws. Courier Partner undertakes to make use of Delegation or Substitution only in a way where any and all terms of this Agreement regarding data processing are completely complied with also by the substitute and the delegate, including that the Courier Partner enters into a data processing agreement with the substitute which is in full compliance with the applicable data protection laws, especially EU Regulation 2016/679.

7.2.4 The following terms and conditions set forth in this chapter concern the data processing activities of the Courier Partner as data processor with respect to the Personal Data it processes on behalf of Wolt Delivery Hungary.

7.3 General requirements relating to the processing of Personal Data

7.3.1 The Personal Data processed by the Courier Partner includes Personal Data of the Customers as well as Wolt Delivery Hungary's employees and subcontractors, such as their name, photos, phone number, items or meal ordered, address, door code and information provided by the Customer to the Courier Partner through the Courier Partner App or otherwise.

7.3.2 The Courier Partner shall not use Personal Data for any purpose other than that of delivering the orders and will not disclose the Personal Data to any third parties excluding substitutes or delegates of the Courier Partner who the Courier Partner may use. The Courier Partner shall process Personal Data in accordance with the Agreement and documented instructions of Wolt Delivery Hungary as well as each and every applicable privacy laws. The Courier Partner shall process any Personal Data in accordance with the most recent version of the Wolt Delivery Hungary Privacy Statement as published at its website. If the Courier Partner as data processor detects that any instruction given by Wolt Delivery Hungary is non-compliant with the requirements of legislation applicable to the Courier Partner's operations, the Courier Partner shall inform Wolt Delivery Hungary thereof in writing.

7.3.3 The Courier Partner and Wolt Delivery Hungary shall comply with the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any applicable European or foreign data protection laws as amended.

7.3.4 Courier Partner shall implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risk for the privacy of individuals in the Courier Partner's processing operations, in particular in order to safeguard the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, e.g. by keeping confidential and secret the Courier Partner's credentials to the Courier Partner App and not copying any Personal Data outside the Courier Partner App onto Courier Partner's own devices or elsewhere.

7.4 The Courier Partner's assistance obligations

7.4.1 To respond to requests from individuals exercising their rights under applicable data protection law, such as the right of access and the right to rectification or erasure, the Courier Partner shall by appropriate technical and organizational measures provide Wolt Delivery Hungary with assistance, without undue delay, taking into account the nature of the processing. The Courier Partner shall further provide Wolt Delivery Hungary with assistance in ensuring compliance with Wolt Delivery Hungary's obligations to perform security and data protection impact and other assessments, breach notifications and prior consultations of the competent supervisory authority, as set out in the applicable data protection law, taking into account the nature of the processing and the information available to the Courier Partner.

7.4.2 The Courier Partner shall ensure that the persons processing Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5 Transfers of Personal Data outside the EEA

7.5.1 The Courier Partner shall not transfer Personal Data to countries outside the European Economic Area without the prior written consent of Wolt Delivery Hungary. Wolt Delivery Hungary shall, in connection with any transfers of Personal Data outside the European Economic Area, always have the right to require that the Courier Partner enters into a contractual arrangement by using the EU standard contractual clauses for the transfer of personal data to processors established in third countries as required under applicable data protection laws.

7.6 Audits

7.6.1 Courier Partner makes available to Wolt Delivery Hungary all information necessary to demonstrate compliance with the obligations laid down in the applicable data protection legislation and this Agreement and Wolt Delivery Hungary or a third-party auditor assigned by Wolt Delivery Hungary shall have the right to audit and inspect with the assistance of the Courier Partner the processing activities of the Courier Partner under the Agreement. Each Party shall bear its own costs for any such audit. Any possible audit by Wolt Delivery Hungary shall in no way limit the Courier Partner's obligations and liability under the Agreement.

7.7 Subprocessors

7.7.1 Courier Partner shall be entitled to use the data processor as its subcontractor for processing Personal Data only with the prior written consent of Wolt Delivery Hungary. In case Wolt Delivery Hungary gives its consent to the processing of Personal Data by Courier Partner's subprocessor, the Courier Partner ensures that the involved processors are properly qualified, are bound by a written data processing agreement with the Courier Partner, and comply with the same data processing obligations as the ones which apply to the Courier Partner under the Agreement. The Courier Partner shall be liable towards Wolt Delivery Hungary for the processing of Personal Data carried out by the Courier Partner's subprocessors.

7.8 Breaches

7.8.1 The Courier Partner shall, without undue delay but at the latest within 48 hours after having become aware of it, inform Wolt Delivery Hungary in writing about any data breaches relating to Personal Data and any other events where the security of Personal Data processed on behalf of Wolt Delivery Hungary has been compromised. The Courier Partner's notification about the breach to Wolt Delivery Hungary shall include at least the following:

- i. description of the nature of the breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- ii. description of the likely consequences of the breach and the measures taken by the Courier Partner to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.9 Deletion and return of Personal Data

7.9.1 After the termination or expiry of the Agreement, the Courier Partner shall, within reasonable time, at the choice of Wolt and/or Wolt Delivery Hungary, return all Personal Data to Wolt Delivery Hungary or permanently delete Personal Data from its storage media, unless it is the Courier Partner's statutory obligation to store such Personal Data.

XXII. By derogation from Point 8.1 of the Agreement: Neither Wolt, nor Wolt Delivery Hungary, nor Courier Partner will be liable for indirect or consequential damages resulting from breach of this Agreement, including lost income and for loss in the obligee's property arising from the performance of this Agreement.

XXIII. By derogation from Point 8.4 of the Agreement: Wolt and Wolt Delivery Hungary exclude their liability to the full extent permitted by applicable laws for damages to third persons caused by Courier Partner during the performance of Delivery Services, especially towards the Customers, as well as including such cases where Courier Partner compensates the third person but intends to enforce regressive claims against Wolt or Wolt Delivery Hungary. If Wolt and/or Wolt Delivery and the Courier Partner are held jointly and severally liable, Wolt and Wolt Delivery Hungary exclude their liability to the full extent permitted by applicable laws vis-à-vis Courier Partner. In case Wolt and/or Wolt Delivery Hungary is forced to pay compensation due to damages caused by Courier Partner to third persons during performance of Delivery Services, Wolt and/or Wolt Delivery Hungary (as applicable) shall pass on the entire compensation amount to Courier Partner as a regressive claim, which scheme Courier Partner hereby accepts.

XXIV. By derogation from Point 8.5 of the Agreement: If Courier Partner makes use of Delegation or Substitution, Courier Partner shall be liable for the acts and omissions of its delegate(s) or substitute(s) as if Courier Partner have acted / omitted. Any claims on Wolt's or Wolt Delivery Hungary's side arising from the acts and/or omissions of delegates and substitutes shall be asserted and enforced against Courier Partner, irrespective of whether Courier Partner may or may not be able to re-assert such in turn against its delegates and substitutes.

XXV. The following Point 8.6. shall be added to the Agreement: Courier Partner's confirmation upon pickup that the order's packaging is uncompromised and undamaged as witnessed from the outside, or that the packaging is damaged with exact listing of such damages, shall be construed as an irrevocable and unconditional declaration by Courier Partner on picking up the order with such packaging. Consequently, any and all (further) damage of the packaging until handover (detailed in point X.) shall be the sole and unrestricted responsibility of Courier Partner.

XXVI. The following Point 8.7. shall be added to the Agreement: In the unexpected case that any order or parts of the order disappear during delivery, Wolt and/or Wolt Delivery Hungary shall, at their sole discretion, take all possible legal steps from reclaiming the missing order or part(s) thereof from Courier Partner, including but not limited to filing criminal charges, and explicitly reserve their rights to do so.

XXVII. By derogation from Point 10.1 of the Agreement: There is no employment relationship between Wolt or Wolt Delivery Hungary and the Courier Partner and they shall be considered independent contractors for the purposes of this Agreement. This Agreement shall not be construed as establishing any relationship of subordination or employment between them whatsoever.

XXVIII. Subpoint 1 of Point 1 of Appendix 1 of this Agreement shall be replaced by the following wording: Delivery Fee charged from Wolt Delivery Hungary is based on delivery base and distance fees for successfully performed deliveries, dependent on location. The Courier Partner is entitled to set fees equal to or lower than the base fee and distance fee applicable to the given delivery, with the fee table using gross amounts. Distance fee is due after certain distance units, which distance units are indicated in the fee table. The distance is calculated based on the straight-line distance between the delivery pick-up and drop-off locations one way and not based on the distance on the roads.