

Partnership Agreement: The ResQ Service

CAREFULLY READ THIS PARTNERSHIP AGREEMENT (THE “**AGREEMENT**”). BY REGISTERING IN THE RESQ SERVICE AS A PARTNER AND/OR CLICKING THE APPLICABLE BUTTON TO COMPLETE THE REGISTRATION PROCESS AS A PARTNER IN THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BECOME A PARTY TO THIS AGREEMENT AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE RESQ SERVICE AND IMMEDIATELY INFORM RESQ (AS DEFINED BELOW) THEREOF SO RESQ MAY SUSPEND YOUR USER ACCOUNT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (I.E. THE PARTNER), YOU AGREE THAT AND REPRESENT AND WARRANT TO RESQ THAT YOU HAVE DUE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT.

The terms of this Agreement apply to any use of the Service by or on behalf of the Partner and the use of the Service by or on behalf of the Partner is subject to the terms of this Agreement.

1. Definitions

Capitalized terms used in this Agreement shall have the meaning as described hereunder.

"Agreement": the present Partnership Agreement, including all appendices thereto, each as amended from time to time in accordance with the provisions of this Agreement.

"Effective Date": The date and specific time on which the Partner registers as a Partner in the Service.

"End User": a person using the Service and ordering the Surplus Goods Offered by the Partner in the Service. Where applicable, the End User shall also include such other persons that the original End User assigns the Surplus Goods to or shares the Surplus Goods with or who may pick up the Surplus Goods on behalf of the original End User.

"Offer": the description of the Surplus Goods, offered quantities of Surplus Goods, the price per Surplus Goods, the pickup time for the Surplus Goods, the Pickup Location for the Surplus Goods and any other information provided in accordance with this Agreement. Verb **"Offer"** shall have the correlative meaning.

"Parties" the Service Provider (as defined below in Section 4 (Identity of the Service Provider) and the Partner jointly. The Service Provider and the Partner each are severally referred to as a **"Party"**.

“Partner”: is a company operating Venues (as defined below) and using the Service and hence being a Party to this Agreement.

“Pickup Location”: a particular Venue where the order is collected by the End User and as identified in the Offer.

“Surplus Goods”: food, drink and other products which would otherwise end up as waste.

“Venue”: a restaurant, café, hotel or other physical place of business operated by the Partner in premises generally accessible to any person and End User without, for example the End User being required to use a particular access code to access the venue in question.

“Service”: the online ResQ service, which is developed and marketed by the Service Provider (or its affiliates) and which allows its registered partners to, subject to the terms of the applicable agreements, offer Surplus Goods to the End Users, which can order and pay for the Surplus Goods through the Service.

2. Preconditions for the use of the Service by the Partner

In order to use the Service, the Partner:

1. must correctly create a partner account for the Partner in the Service by following the registration instructions in the Service;
2. must be able to verify the Partner business details as required and defined by the Service Provider to comply with e.g. prevailing anti-money laundering laws, regulations and requirements and other mandatory laws and regulations
3. must accept and agree to be bound by the terms of this Agreement; and
4. must operate a Venue in full compliance with any applicable laws and other statutes and permits within European Economic Area and only set the Pickup Location to such a Venue.

3. Service Description

The Service is an online sales channel through which the Partner can sell take away Surplus Goods to the End Users, to prevent Surplus Goods going to waste at the Venues the Partner operates. The Service is developed and marketed by the Service Provider. The Service aims to reduce waste in industries providing perishable goods. Surplus Goods are recommended to be offered at 50 % discount or more from regular price.

In particular, the Service is intended to function as follows:

1. Through the Service, the Partner can submit Offers for Surplus Goods.

2. The Service informs End Users of Surplus Goods Offered according to the Offers made by the Partner.
3. End Users buy and pay through the Service for Surplus Goods Offered by the Partner in the Service.
4. The Service Provider notifies the Partner of Surplus Goods bought by End Users from the Partner through the Service.
5. The contract for the sale and purchase of the Surplus Goods is concluded through the Service between the Partner and the End User upon acceptance of the Partner's Offer by the End User.
6. The End User collects the ordered Surplus Goods from the Pickup Location as indicated in the Offer by the Partner and before the closing time informed by the Partner.
7. Once the Partner has completed the necessary business verification steps, the Service Provider pays the Partner the sales income generated by sales through the Service pursuant and subject to the provisions of this Agreement. The Service Provider is only obligated to make such payments once a month pursuant and subject to the provisions of this Agreement.

More information about the Service is available at Service Providers' website and Partners' user interface of the Service.

The Service Provider (or any of its affiliates) is not the seller, manufacturer or offer or of the Surplus Goods. It is acknowledged that the Service Provider (or any of its affiliates) generally is not in the position (and is not in any case obligated) to inspect the Surplus Goods or Offers and compliance thereof with the provisions of this Agreement and applicable laws, regulations, directives, governmental orders or other statutes nor is the Service Provider obligated to carry out such inspections.

4. Identity of the Service Provider

ResQ Club Oy (Finnish business ID: 2725420-3), a limited liability company duly incorporated and organized under the laws of Finland

Address: c/o Maria 01 Lapinlahdenkatu 16, 00180 Helsinki, Finland

Phone number: +358 9 747 91 418

Email: info@resqclub.com

Website: <https://resq-club.com/en/> (The "Service Provider" or "ResQ").

5. Authorizations

By virtue of this Agreement, the Partner hereby authorizes the Service Provider and its affiliates (i) to conclude on behalf of the Partner via the Service contracts of sale and purchase of Surplus Goods in accordance with each Offer made by the Partner between the Partner and the End User;

and (ii) to make the settlements with and repayments to the End User on behalf of the Service Provider pursuant to Section 8 (Reclamations) of this Agreement. The Partner undertakes to indemnify and to the fullest extent keep the Service Provider and its affiliates hereby authorized, and their representatives, harmless from any and all costs, expenses, claims, damages, liabilities and obligations that the Service Provider, its affiliate or their representative, may accrue for acting based on this authorization.

6. Rights and Obligations of Parties

Without prejudice to other provisions of this Agreement, the Parties have following rights and obligations under this Agreement.

Service Provider:	Partner:
• Provides a Service that is in accordance with this Agreement and the service description in Section 3 (Service Description) above. • Aims to inform of scheduled Service outages in advance. • Uses its best commercially reasonable efforts to fix problems that arise in the Service without undue delay. The Service Provider does not give any warranties or guarantees as to and is not liable for the availability of the Service. The Service Provider is entitled to cease providing the Service at any time. • Keeps a record of the Surplus Goods ordered through the Service and their corresponding payments for a limited time deemed necessary by the Service Provider. However, it is agreed and understood that both Parties shall be responsible for taking back-up copies of data and data files they deem necessary and for verifying the functionality of such back-up copies. • Provides guidance how to comply with the prevailing business verification process, and any updates to requirements thereto, and how to receive sales income	• Chooses which Surplus Goods to Offer for sale via the Service. • Ensures that the Offered Surplus Goods are vendible and of good and suitable quality. • Sets the price of the Offered Surplus Goods and chooses the correct VAT rate for the Surplus Goods. • Pays the Service Provider the applicable fees in accordance with <u>Appendix 1</u> (Pricing) of this Agreement. • Provides adequate, accurate, true, correct and not misleading information about the contents of the Offered Surplus Goods. • Duly stores and preserves the Surplus Goods Offered and ordered through the Service in compliance with the requirements of law and applicable self-monitoring regulations. • Gives the Surplus Goods ordered by the End User during the day of order at the Pickup Location specified in the Offer within the time frame informed by the Partner through the Service. • Is responsible for ensuring that the Pickup Location specified in the Offer is accessible without restrictions by any

payouts for the actual sales through the Service • Pays the Partner the sales income generated from the Surplus Goods sold by the Partner through the Service to which the Partner is entitled to according to the Agreement, particularly <u>Appendix 1(Pricing)</u>. • Does not guarantee the Partner any specific sales volume through the Service during the term of this Agreement. • Is allowed to target and limit the visibility of the Partner's Offers to different End Users.	End User during the pick-up time frame specified in the Offer. • Notifies the End User and the Service Provider without delay if it seems likely that the ordered Surplus Goods cannot be given to the End User, it being understood that such a notification does not release the Partner from liability arising out of such non-fulfillment of the sale and purchase contract of the Surplus Goods Offered. • Is responsible and liable for the Offers and the Surplus Goods and fulfilling its statutory and contractual obligations related to said Offers toward the End Users. • Informs the Service Provider of problems detected in the Service. • Is not obligated to list Offers in the Service during the term of the Agreement. • Shall when using the Service and making Offers and also otherwise in its operations relating to the Service observe and comply with <u>Appendix 2</u> (ResQ food safety guidelines, EU) and all applicable laws, directives, regulations, governmental orders and other corresponding applicable statutes and orders applicable on the Surplus Goods and/or Offers, including but not limited to those related to food safety and sale of alcohol. • Shall be responsible that the user identifiers and related passwords linked to the Partner's Service account are stored in a safe manner and not disclosed to any unauthorized persons. • Shall be responsible for any use of and actions made with the user identifiers and passwords related to the Service and linked to the Partner's Service account. • Shall be responsible to procure that its employees and other representatives representing the Partner or acting on its
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	behalf when using the Service observe and comply with the provisions of this Agreement. The Partner shall be liable for the acts and omissions of its personnel and representatives as for its own. • Procures and is responsible as for its own that any employees, directors, officers and other representatives of the Partner comply with the provisions of Sections 10 (Confidentiality), 11 (Personal Data) and 12 (Intellectual Property Rights) of this Agreement as if they were the Partner. • Obtains, maintains and procures security of any devices, equipment, software and connections needed for access to and use of the Service and all money traffic related thereto. • Undertakes not to use or attempt to use another entity's or person's Service account and/or access another entity's or person's payment data on the Service. • Is obligated to complete the business verification processes as defined by the Service Provider to comply with prevailing anti-money laundering laws, regulations and requirements and other mandatory laws and regulations, and in order to be able to receive sales income payouts for the actual sales through the Service. • Shall keep business details, including bank account information, up-to-date related to the Service and linked to the Partner's Service account.
Mutual	
The aim and interest of both Parties is to provide a high-quality service (including the actual Service, the Offered Surplus Good(s), and the delivery process) to End Users and to maintain high customer satisfaction among the End Users. The Parties aim to present each other in a positive light in their communications with End Users.	

7. Fees, Commission and Payment terms

The fees, commission and payment terms are set out in Appendix 1 (Pricing).

During the term of this Agreement, the Service Provider has the right to unilaterally at its discretion amend the fees applicable from time to time. The Service Provider informs the Partner of such amendments in the fees via email or in the Service at least four (4) weeks before the amended fees take effect. By continuing to use the Service after such fee amendment comes into effect, the Partner shall be deemed to have accepted the amended fees (as applicable).

8. Reclamations

The Service Provider is responsible for reclamations made by End Users regarding an order or payment through the Service insofar as they concern the operating of the Service.

The Partner is responsible and liable for all reclamations made by End Users which are related to the Surplus Goods Offered or ordered through the Service. The Service Provider transmits the Surplus -related reclamations to the Partner. In case of such reclamation, the Service Provider has the right to, on behalf of the Partner, cancel the order (or the particular contract on the sale and purchase of the Surplus Goods) and/or return the payment for the Surplus Goods to the End User. The aforementioned applies also if the Service Provider suspects that (a) the End User has breached the terms of use of the Service; (b) the End User has placed a false order (c) if there is reasonable doubt about the correctness or authenticity of the order submitted by the End User. In case of cancellation or refund, the Service Provider is not obligated to pay to the Partner the Partner's fees for the Surplus Goods to which the Partner would otherwise be entitled to according to Appendix 1 (Pricing) of the Agreement. For the avoidance of doubt, the Service Provider is not obligated to cancel the order, although it may have the right to do so pursuant to the above.

9. Limitation of liability and Indemnity

Neither party shall in any event be liable toward the other for any indirect or consequential damages or losses such as loss of profit; loss of revenue; loss of, damage to, or alteration of data, files or records; loss of goodwill or loss of opportunities. The aggregate liability of Service Provider toward the Partner under this Agreement is limited to and shall not exceed the sales income paid to the Partner by the Service Provider for the previous payment period.

The Partner agrees to indemnify and hold harmless the Service Provider and its affiliated companies and their employees, officers, directors and other representatives (together, the "**Indemnified Persons**") from and against all losses (including reasonable legal and other

professional fees and costs) and other consequences which an Indemnified Person may suffer or incur as a result of any third party claims, actions, proceedings, suits, demands or judgments ("**Third Party Claim**") related to food safety, defect in the Surplus Goods Offered by the Partner or any breach or non-observance of the provisions of this Agreement or statutory provision by the Partner or any breach or non-observance of the Partner's obligations toward the End User. The Service Provider shall promptly inform the Partner of such Third Party Claim and agrees to give the Partner control over the defense thereof. The Service Provider agrees to reasonably co-operate in the defense at the Partner's expense. The Partner shall keep the Service Provider fully informed of the proceedings as well as any actions or settlements made.

The limitations of liability set out in this Section 9 (Limitation of Liability and Indemnity) shall not be applicable to damages arising from (i) intent or gross negligence, (ii) breaches of Section 10 (Confidentiality) or 12 (Intellectual Property Rights) or (iii) the Partner's indemnification obligations under this Agreement.

10. Confidentiality

"Confidential Information" means the information included in this Agreement and any information and material in whatever form disclosed to one Party to the other Party which is either marked as confidential or should be understood to be confidential as well as any information on Intellectual Property Rights (as defined below in Section 10 (Intellectual Property Rights)) related to the Service or other information related to the Service. Also, the personal data visible in the Service or transmitted via the Service shall be Confidential Information.

The Parties shall keep in confidence all Confidential Information and shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than for the purpose of this Agreement. Confidential Information may be disclosed only to those of the Party's employees and sub-contractors fulfilling the obligations of this Agreement who need to know Confidential Information for the purpose of this Agreement.

Notwithstanding the foregoing, the confidentiality obligation shall not be applied to any material or information (i) which is generally available or otherwise public other than by a breach of this Agreement; or (ii) which the Party has received from a third party without any obligation of confidentiality; or (iii) which pursuant to written evidence was in the possession of the Party prior to receipt of the same in connection with the co-operation pursuant to this Agreement without any obligation of confidentiality related thereto; or (iv) which the Party has developed independently without using material or information received in connection with the co-operation pursuant to this Agreement; or (v) which the Party shall disclose pursuant to a law, decree, or other order issued by the authorities or judicial order applicable upon the Party.

The Party shall cease using Confidential Information upon termination of this Agreement and, unless the Parties separately agree on the destruction of such material, return the material in

question and all copies thereof to the other Party. Each Party shall, however, be entitled to retain copies required by law or regulations.

11. Personal Data

Once the End User orders the Surplus Goods Offered, the name and phone number of the End User are made available to the Partner via the Service's user interface. The Partner undertakes not to collect, use, copy, reproduce, transfer or otherwise process any personal data visible in the Service without the prior written consent of the Service Provider, it being understood that the use of such personal data is allowed to extent as necessary for the Partner to carry out its obligations arising from the Offer or this Agreement toward the End User in question.

The Partner shall procure that any devices, equipment, software and connections are secured to ascertain that unauthorized persons cannot access the personal data included or visible in the Service. If the Partner suspects that the security of the personal data included or visible in the Service might be or might have been endangered, the Partner shall immediately notify the Service Provider thereof.

The Partner acknowledges that the Service Provider may compile and process personal data of the Partner's employees representing the Partner in the co-operation pursuant to this Agreement in accordance with the privacy statement of the Service Provider. The Partner undertakes to notify the aforementioned persons that their personal data might be processed as set forth above. The Partner shall comply with and is responsible for compliance of all applicable laws and regulations with regard to the use and processing of personal data with regard to the Service. The Partner does not process the personal data on the Service Provider's behalf but on its own behalf.

12. Intellectual Property Rights

"Intellectual Property Rights" shall mean copyrights and related rights (including photography, database and catalogue rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

All Intellectual Property Rights in or related to the Service and thereto related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of the Service Provider and/or its subcontractors/licensors. By virtue of this Agreement the Partner is not granted any Intellectual Property Rights in the Service other than the non-exclusive, non-transferable, non-sublicenseable and non-assignable right to use the Service for the term of this Agreement subject to the provisions of and in accordance with this Agreement. Any Intellectual Property Rights (including copyright and right to amend, assign and transfer such

works) that arise from the provision of the Service or the co-operation between the Parties under this Agreement shall vest automatically exclusively in the Service Provider.

The Partner undertakes not to: (a) copy, modify or create derivative works of the Service or any related technology; (b) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Service, or any part thereof; (c) collect, use, copy, or transfer any information obtained from the Service without the consent of the Service Provider other than to the extent as necessary for the Partner to carry out its obligations arising from the Offer or this Agreement toward the Service Provider or the End User in question; or (d) access the Service except through the interfaces expressly provided by the Service Provider.

13. Term, Termination and Suspension

This Agreement enters into force on the Effective Date. The Agreement shall remain in force until further notice. Both Parties have the right to terminate this Agreement in writing with two (2) weeks' notice. After the termination, the Service Provider is responsible for paying the Partner the sales income for the actual sales of Surplus Goods through the Service from the time before termination in accordance with the payment terms further agreed in Appendix 1 (Pricing) and the Partner is obligated to pay to the Service Provider the applicable fees accrued prior to the effective date of termination.

Each Party shall have the right to terminate this Agreement with immediate effect upon written notice to the other Party if (a) the other Party commits a material breach of any of the terms and conditions of this Agreement and fails to remedy such a breach, if the breach is capable of being remedied, within seven (7) days of the other Party's written notice thereof; or (b) the other Party is insolvent, declared bankrupt, is put into liquidation, sells all of its assets, ends its business or it otherwise ceases with its payments. The Service Provider may terminate the Agreement with immediate effect upon written notice, if control or ownership of the Partner is acquired by a competitor of the Service Provider. The Partner shall notify of such changes in its ownership or control without undue delay.

The Service Provider has the right at its sole discretion to suspend the Partner from the Service if (i) the Service Provider suspects that the Partner has materially breached its obligations arising from this Agreement; (ii) the Partner has not paid all the matured applicable fees in accordance with Appendix 1 (Pricing) of this Agreement to the Service Provider; (iii) there is reasonable doubt about the correctness or authenticity of the Partner's Service account; or (iv) there is reasonable doubt that the Partner is offering other goods than Surplus Good through its Service account.

Termination, cancellation or expiry of this Agreement shall not release the Parties from any liability under any obligation pursuant to this Agreement, which at the time thereof has already fallen due for performance or any prior breach of this Agreement. The provisions which by their nature shall survive the termination of this Agreement, such as Sections 10 (Confidentiality) and

20 (Governing Law and Settlement of Disputes), shall survive any termination, cancellation or expiry of this Agreement.

14. Amendments of the Agreement and the Service

During the term of this Agreement, the Service Provider has the right to unilaterally at its discretion amend the terms of this Agreement. The Service Provider informs the Partner of such amendments in the terms via email or in the Service four (4) weeks before the amendments take effect. By continuing to use the Service, the Partner is deemed to have accepted the amendments. If the Partner does not accept the amendments, the Partner may terminate this Agreement to end on the date on which the amendments take effect.

The Partner understands and accepts that the Service Provider continues to develop its Service. New features may be added to the Service and current features may develop during the term of this Agreement at the sole discretion of the Service Provider.

15. Entire Agreement

This Agreement together with its appendices constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, undertakings, and other representations and communications between the Parties. In case of discrepancies between the Agreement and its appendices, the appendices shall take precedence in relation to the subject matter thereof.

16. Assignment

The Partner shall not have the right to assign this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the Service Provider. The Service Provider may assign or transfer this Agreement and the rights and obligations hereunder to such a third party to which the business activities related to this Agreement have been transferred or to any affiliated company of the Service Provider.

17. Force Majeure

“Force Majeure Event” means any failure by a Party to perform its obligations under this Agreement caused by an impediment beyond its control, which it could not have taken into account at the time of the conclusion of this Agreement, and the consequences of which could not reasonably have been avoided or overcome by such Party. Such impediments may include, but are not limited to, acts of government, fires, floods, epidemics, quarantine restrictions, strikes,

lock-outs, industrial disputes, riots, acts of terror or specific threats of terrorist activity, transportation or energy. Strike, lock-out, boycott and other industrial action shall constitute a Force Majeure Event also when the Party concerned is the object or a party to such an action.

Neither Party shall be liable for delays and damages caused by a Force Majeure Event. A Force Majeure Event suffered by a subcontractor of a Party shall also discharge such a Party from liability if subcontracting from another source cannot be made without unreasonable costs or a significant loss of time. A Party shall notify the other Party in writing without delay of a Force Majeure Event. The Party shall correspondingly notify the other Party of the termination of a Force Majeure Event.

18. Communications

The Service Provider shall be entitled to send any notification based on or relating to this Agreement by email to such email address as linked to the Partner's Service account or to any other email address communicated to the Service Provider by the Partner for this purpose or via the Service, and sending an email to such an address by the Service Provider or notification in the Service by the Service Provider is considered as duly delivered.

19. Reference

The Partner acknowledges and agrees that the Service Provider and its affiliates may, at its own expense, place an announcement in such websites, applications, social media, newspapers, periodicals and other media, as it may choose, marketing the co-operation between the Parties hereunder and additionally use the co-operation between the Parties hereunder as reference in any discussions and media.

20. Governing Law and Settlement of Disputes

This Agreement shall be governed and interpreted under the laws of Finland notwithstanding any choice of law provisions.

If the terms of this Agreement are subject to disagreement or differing interpretations, the Parties aim to settle such disputes primarily through negotiation. In the case that a dispute between the Parties cannot be resolved through negotiation within a reasonable time, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1) and the language shall be English. The seat of arbitration shall be Helsinki, Finland.

21. Other Provisions

A failure of a Party to exercise any of its rights under this Agreement will not be deemed to be a waiver of any rights or remedies the Party may have in subsequent similar situations.

If any provision in this Agreement is found or becomes invalid, unlawful, or unenforceable to any extent, the provision in question will be severed from the remaining provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either Party.