

# TERMS AND CONDITIONS OF USE STORE

**REBUILDING TECHNOLOGY PTE. LTD.** (hereinafter referred to as "**DiDi**" or "**Company**"), is a company legally incorporated under the laws of the Republic of Singapore; having its registered office at **111 North Bridge Road #06-20 Peninsula Plaza Singapore (179098)**.

This application is hereinafter referred to as "**DiDi Food**".

DiDi, and in some countries, its affiliated companies, through a technological platform, provide the intermediation service between Users, Delivery Users and/or Restaurant/Shop Users (hereinafter the "**DiDi Service**", the "**Service**" and/or the "**Services**") so that they can contact each other and organize and plan online the request and provision of food, beverage and consumer product delivery services (hereinafter the "**Products**") by Delivery Users and/or Restaurant/Shop Users.

The person who accesses, browses or uses DiDi Food or DiDi websites related to DiDi Food to contact Delivery Users and/or Restaurant/Shop Users is hereinafter referred to as the "**User and/or Dining User**".

The person who accesses, navigates or uses DiDi Food or DiDi websites related to DiDi Food to be contacted by the User in order to organize and plan online the provision of food, beverage and/or consumer product delivery services, directly, independently, at his/her own risk and sole responsibility shall be referred to as the "**Delivery User**".

The person who offers food, beverages and consumer products directly, independently, at his/her own risk, sole responsibility and ensuring compliance with all applicable legal requirements and who accesses, browses or uses DiDi Food or the DiDi websites relating to DiDi Food in order to be contacted by the User for the purpose of arranging and planning the online ordering and provision of food delivery services, beverages and consumer products, directly, independently, at your own risk and sole responsibility or through a Delivery User shall be referred to as "**Store and/or Restaurant/Shop Users**".

The User's request to Delivery Users AND/OR Restaurant/Shop Users for the provision of food, beverage and consumer product delivery services is hereinafter referred to as the "**Order**" and/or "**Orders**".

Use of the Services by Restaurant/Shop Users shall be governed by these DiDi Food Terms and Conditions of Use (hereinafter referred to as "**Terms and Conditions**").

## **Definitions and Structure.**

For purposes of these Terms and Conditions, unless otherwise agreed, (a) capitalized terms not defined herein shall have the meaning set forth in **Schedule 1 ("Definitions")**, and (b) the principles of interpretation set forth in such **Schedule 1** shall apply.

## **2. Object.**

DiDi will provide the Brokerage Services to the Store through DiDi Food, and the Store is obligated to pay the Service Fees to DiDi as consideration for the Services provided, in accordance with the terms and conditions set forth in the Agreement and/or these Terms and Conditions.

The Services will be provided by DiDi as it will provide DiDi Food with access to the Store, to the Users and to the Delivery Users, in order for them to have access to the information contained therein, and to allow the User to place Orders, as well as to track the status of their Orders directly on DiDi Food.

DiDi Food makes available to Delivery Users and Restaurant/Store Users different initiatives and/or activities within the platform's customer loyalty program, i.e., Delivery Users and/or Restaurant/Store Users, which seeks to reward and recognize preference in the use of the platform. The Loyalty program may allow both Users and Delivery Users and Restaurant/Store Users to access promotional activities, coupons redeemable in applications through the platform, prizes, subscriptions, functionalities or special conditions of use of the platform, among other activities, as determined by DiDi, in compliance with particular conditions that will be communicated in due time in accordance with the terms and conditions of each activity. The initiatives and/or activities of the loyalty program are independent of the activities of the Restaurant, Delivery User and/or User and seek to encourage and reward the use of DiDi's technology services.

## **3. Use of DiDi Food.**

### **3.1. Store Account Creation**

(a) Store Account. The Store will have access to DiDi Food so that it may create an account, and may directly upload its Product information, availability, images, prices and any other relevant information (the "**Product Details**"), so that Users may find all such information directly on DiDi Food and may place an Order within the business hours established by the Store, in real-time interaction (the "**Store Account**"). The foregoing, with the understanding that DiDi shall not be responsible for the authenticity or accuracy of the Product Details, and any liability arising from the foregoing shall be exclusive to the Store.

Upon creation of the Store Account, the Store will create a username and password, providing the required data in DiDi Food and Product Details, allowing for notifications and SMS, if necessary; shall also keep available and current during the Term of the relationship with DiDi, any license or permit, including without limitation, any operating license, liquor license, health and hygiene license, municipal licenses, environmental permits, franchise agreements, land use license, branch or franchise authorization, and any other information or documentation requested (the "**Store Information**"). The Store shall ensure that all Store Information provided is complete and valid, and remains current during the Term of the Agreement and these Terms and Conditions. Failure to update such information may result in the Store's inability to access or use DiDi Food.

DiDi may implement mechanisms to verify the identity of the account holder such as verification of records, documents, passwords, data, facial recognition systems, among others.

In order for DiDi to properly provide the Services, the Store authorizes DiDi to disclose the Store Information on DiDi Food, including, without limitation, the use of its brand and/or logo in all media, including social networks, which will enable and facilitate Users and Delivery Users to recognize and trust the Store.

b) Delivery Options. At the time of the creation of the Store Account, the Store will be asked to choose a Delivery Option between Own Delivery or Delivery coordinated through DiDi Food:

(i) Coordinated Delivery through DiDi Food. In case of choosing the coordinated delivery method through DiDi Food, the Store may receive Orders through DiDi Food, as well as locate and assign a Delivery User for the delivery of such Order. The Store understands and accepts that DiDi Food does not guarantee the availability of Delivery Users, since the platform intermediates between them and the Restaurant/Store Users. Therefore, the assignment will be made under the supply and demand system at the time of coordinating the Order through DiDi Food. Likewise, the Store understands and accepts that part or all of the Service Fee will be used to pay for the Delivery Services of the Delivery User.

(ii) Self-Delivery. In the event of choosing the Own Delivery method, the Store expressly agrees to use DiDi Food exclusively for the reception of Orders, and will use the Store's Deliverers, and will not contact DiDi Food's Registered User Deliverers to deliver such Orders.

The Store expressly acknowledges that in no case are the Delivery Users or the Store Delivery Persons employees, representatives or dependents of DiDi, nor is there, nor will there be, any employment relationship between said Delivery Users or Store Delivery Persons and DiDi. DiDi shall not be liable to the Store or to the Delivery Users or Store Deliverers for any breach, damage, injury, liability or any claim arising out of any act or omission of the Store or any Delivery User or Store Deliverer. The Store shall hold DiDi harmless from any liability, penalty, loss, cost, expense (including fees), tax, claim or demand of the Store's Delivery Users.

Furthermore, in the event that the Store chooses the Own Delivery option, the Store shall be obligated to adhere to Didi Food's Terms and Conditions of Use applicable to the Delivery Users, and shall be jointly and severally liable with the Store's Delivery Users for any breach of such Terms and Conditions of Use.

### **Activation Fee**

For the activation, configuration and access to DiDi Food, the Store shall pay DiDi an Activation Fee (the "**Activation Fee**") in the amount agreed upon in the **Commercial T&C**. The Store authorizes DiDi to compensate the Activation Fee in whole or in part in weekly payments as specified in the **Commercial T&C**, on the revenues to which the Store is entitled for the commercialization of its products by contacting customers through DiDi Food.

When the Activation Fee has not been paid in full at the time this legal agreement is terminated, or at the time the Store deactivates its DiDi Food Account, DiDi shall have the right to withhold from the amount that the Store may owe the Store, the equivalent of the outstanding amount of the Activation Fee; in the event that such amount is less than the amount owed for the Activation Fee, DiDi shall have

the right to withhold the outstanding amount in the event that the Store reactivates its DiDi Food Account.

#### **4. Payments, Service Rate and Fees**

4.1. If the Store chooses Own Apportionment as its Method of Apportionment, the following rules shall apply:

(a) User's Offline Payments. When DiDi Food indicates that the Store will receive offline payments by the User, the Store will receive from the User, the Order Price as reflected on DiDi Food, and the Service Fee. In this case, the Shop shall be entitled to retain the Order Price. The Shop shall pay DiDi the corresponding Service Fee, in accordance with the settlement rules contained in the Commercial **T&C**.

(b) User's Online Payments. When the Store receives online payments, DiDi will withhold the Order Price from the User, once the Order has been delivered. DiDi will make the Order Price (after deducting the applicable Service Fee) available to the Store in the Bank Account. DiDi shall be entitled to make set-offs with the Store, on a regular or irregular basis, for the aforementioned amount, based on such settlement rules as may be updated from time to time.

4.2. If the Store chooses Coordinated Delivery through DiDi Food as its Delivery Option, the following rules apply:

(a) User's Offline Payments. When the Store receives offline payments from the User, the Store will receive from the Delivery User the Order Price, the Delivery Fee and the Service Fee. This Service Fee shall be paid to DiDi by the Shop. The Delivery Fee shall be transferred to DiDi, who as collection agent will transfer it to the Delivery User. The Delivery Fee shall be transferred to DiDi. In this case, the payment received by the Store from the User shall be the Order Price; and,

(b) User's Online Payments. When the Store receives online payments, DiDi will withhold from the amount paid by User the Order Price. DiDi shall make the Order Price (after deducting the applicable Service Fee) available to the Store in the Bank Account. DiDi shall be entitled to make set-offs with the Store, on a regular or irregular basis, for the aforementioned amount, based on such settlement rules as may be updated from time to time. DiDi shall transfer the corresponding fees to the Delivery User.

For the avoidance of doubt or dispute, when the Store receives cash from the Delivery User, the Store shall be responsible for examining whether the cash payment was made correctly. The Store shall cover to DiDi all payments made incorrectly or not successfully completed, by the Users and/or the Delivery User.

#### 4.3. Additional Store Branches.

The Parties agree that the Agreement and the present Terms and Conditions include any present and future branches of the Store, in the understanding that in the event that the Store opens new branches, the Store shall update in DiDi Food the information of the Store corresponding to such new branch, in order to benefit from the Services provided for in the present Terms and Conditions and/or in the Agreement.

Taxes and Invoices.

The Shop acknowledges and agrees that it shall be liable for any applicable taxes on its own income arising from the Order and any applicable taxes, duties and levies in accordance with the laws applicable to it. The Shop shall be responsible for the filing and payment obligations for the aforementioned taxes.

The Store acknowledges that it shall be solely responsible for issuing all proofs of payment requested by Users in connection with the Order, which shall be issued in accordance with the tax provisions provided for in the applicable local laws. DiDi shall not be responsible for the issuance of any proof of payment required by Users for orders placed, nor shall DiDi be responsible for any error or non-delivery of the corresponding proof of payment.

The Store acknowledges that the service charged by DiDi to the Store will depend on the method of delivery of the Products and this does not include any taxes. Taxes required from the competent authorities will be calculated separately.

In this regard, in the event that the Store considers that withholding taxes should be applied on payments made to DiDi, the Store shall make the additional payment in such a way as to guarantee that DiDi will receive the total amount collected.

4.5 DiDi Food may charge Users a Service Fee for the use of the Technology Services provided by the DiDi Food application. The amount of the Service Fee will be determined at DiDi's discretion and according to different circumstances that may vary such as: The Restaurant/Store User to whom the order is placed through DiDi, the city from which the application is used, among other aspects.

## **5. Store Representations and Warranties.**

### 5.1. In the case of Legal Entities:

The Store, through its legal representative, represents and warrants to DiDi the following:

- (a) Is a corporation, legally incorporated and existing under applicable local laws;
- (b) Its legal representative, who declares to know and accept these Terms and Conditions, has the necessary and sufficient powers and faculties to enter into this legal business, in its name and representation, and declares that such powers and faculties have not been limited, modified or revoked in any way;
- (c) Its corporate purpose allows it to carry out, among other things, the provision of Store services and all similar activities related to the Restaurant/Store Users and food, beverages and consumer products sectors;
- (d) It has the necessary experience, technical knowledge, financial, legal and human resources to provide its Products to Users in accordance with best practices, and complies with all rules and regulations applicable to the Store under the local laws applicable to its business, including, without limitation, food safety, sanitary surveillance and control, technical guidelines, rules related to the quality of the Products, the necessary quality and hygiene regulations and standards and the mandatory sanitary protocols that are enforceable under the laws applicable to its business;
- (e) It is registered in the corresponding registry according to the local laws applicable to its activity.

(f) The execution and performance of this legal transaction by the Store, and the performance of its obligations hereunder, have been duly authorized and approved by any necessary corporate body;

(g) The conclusion of this Legal Agreement: (i) does not conflict with any of the provisions of its bylaws, (ii) does not create any type of employment, consumer or similar relationship between the Store, DiDi, any Delivery User and/or Store Delivery Person, and (iii) does not conflict with any other contract to which the Store is a party;

(h) The Store is in material compliance with all applicable local laws and has not received any written notice of any material violation or non-compliance therewith;

(i) The Store has all licenses, permits and authorizations required under applicable laws to carry on the business in which they are engaged and to use and enjoy the properties or real estate used by them for such purposes, including without limitation, the operating license, liquor permit, health and hygiene license, municipal licenses, environmental permits and any other permit or license without which a Governmental Authority would be entitled to order the closing or suspension of the activities of the Store;

(j) The execution, delivery or performance of the legal business shall not result in the acquisition by the Store of the DiDi Trademark or DiDi Food, which shall at all times remain the exclusive property of DiDi, and the Store is only obtaining a limited license to use DiDi Food during the Term of the Agreement and these Terms and Conditions;

(k) The Store complies in all material respects with all laws applicable to its business relating to labor, occupational health and safety, social security, wages, hours, child labor, immigration, termination of employment, workers' compensation, labor relations and employee leave;

(l) As of the date of execution of this legal agreement, the Store has not received any written notice of any pending proceeding that may prevent the Store from continuing the operation of its business, or that may prevent the Store from entering into the Agreement and these Terms and Conditions;

(m) The Store is currently in compliance and has complied with all laws applicable to its activity in environmental and health matters, and the Store is not involved in any sanction procedure, preliminary investigation or has not received from any Governmental Authority any request or notification, written or by any other means, that could result in an environmental or health sanction; and,

(n) The property or real estate on which the Store is located is not considered a contaminated site under applicable environmental laws.

(o) That it has the necessary consents or has executed the contracts required by the applicable rules of personal data protection, in case of needing to transfer or transmit to third parties the personal data on which the Store acts as Responsible.

(p) Accepts and acknowledges the Terms and Conditions of the Delivery User, applicable to Own Delivery events.

(q) Accepts and is aware of the *DiDi and DiDi Food Community Guidelines* which establish general rules for the use of the websites, contents and services offered through DiDi's platforms, available at DiDi Food.

## **5.2. In the case of Natural Persons:**

The Store represents and warrants to DiDi the following:

- (a) Is a natural person of legal age, in full enjoyment of his/her rights and with full capacity to enter into the Contract and these Terms and Conditions, and to be bound by them;
- (b) It has the necessary experience, technical knowledge, financial, legal and human resources to provide its Products to Users in accordance with best practices, and complies with all rules and regulations applicable to the Store under the laws that are applicable to its business, including, without limitation, food safety, sanitary surveillance and control, technical guidelines, rules related to the quality of the Products, the necessary quality and hygiene regulations and standards, and the mandatory sanitary protocols that are enforceable under the local laws that are applicable to its business;
- (c) It is registered in the corresponding registry according to the applicable local law.
- (d) The conclusion of this legal transaction: **(i)** does not create any type of employment or similar relationship between the Store, DiDi, any Delivery User and/or Delivery Person of the Store, and **(ii)** does not conflict with any other agreement to which the Store is a party;
- (e) The Store is in material compliance with all laws applicable to it and has not received any written notice of any material violation or noncompliance therewith;
- (f) The Store has all licenses, permits and authorizations required under the laws applicable to its business to carry on the business in which they are engaged and to use and enjoy the properties or real estate used by them for such purposes, including without limitation, the operating license, alcoholic beverage sales permit, health and hygiene license, municipal licenses, environmental permits, land use license, branch operation authorization and any other permit or license without which a Governmental Authority would be entitled to order the closing or suspension of the Store's activities;
- (g) The execution, delivery or performance of this legal transaction shall not result in the acquisition by the Store of the DiDi Trademark or DiDi Food, which shall at all times remain the exclusive property of DiDi, and the Store is only obtaining a limited license to use DiDi Food during the term of these Terms and Conditions;
- (h) The Store complies in all material respects with all laws applicable to its business relating to labor, occupational health and safety, social security, wages, hours, child labor, immigration, termination of employment, workers' compensation, labor relations and employee leave;
- (i) As of the date of entering into this legal agreement, the Store has not received any written notice of any pending proceeding that may prevent the Store from continuing the operation of its business, or that may prevent the Store from entering into this legal agreement;
- (j) The Store is currently in compliance and has complied with all laws applicable to its activity in environmental and health matters, and the Store is not involved in any sanction procedure, preliminary investigation or has not received from any Governmental Authority any request or notification, written or by any other means, that could result in an environmental or health sanction; and,
- (k) The property or real estate on which the Store is located is not considered a contaminated site under applicable environmental laws.

(l) That it has the necessary consents or has executed the contracts required by the applicable personal data protection laws, in case it needs to transfer or transmit to third parties the personal data over which the Store acts as Responsible.

(m) Accepts and knows the Terms and Conditions of the Delivery User, applicable to Own Delivery events.

(n) Accepts and is aware of the *DiDi and DiDi Food Community Guidelines* which establish general rules for the use of the websites, contents and services offered through DiDi's platforms, available at DiDi Food.

## **6. Obligations of the Store**

(a) The Store shall download DiDi Food on its mobile device and shall successfully complete the registration procedures. Upon registration and during the term of the Terms and Conditions, the Store shall ensure that all information provided is accurate, current, complete and valid;

(b) The Store shall be solely responsible for the quality of its service, the fitness and sanitary condition of its Products and the packaging of its Products for shipment, which shall at all times comply with the terms and conditions set forth herein, applicable laws and best practices;

(c) In the event of damage caused to DiDi, a Delivery User, a User or a third party, for causes attributable to the Store, the Store shall assume the corresponding indemnification liability, as well as any administrative sanctions and corrective measures that may be imposed, and the associated legal costs for DiDi;

(d) The Store will not publish or disclose any of the personal information of any User or Delivery User to any third party, unless authorized to do so;

(e) The Store shall comply with the regulations applicable to its activity such as:

i. Comply with all mandatory requirements for its operation as a Store, as prescribed by the applicable laws applicable to its activity;

ii. Maintain a good reputation;

iii. Maintain quality control measures;

iv. To provide high quality products;

v. To have personnel whose native language is Spanish to attend to the Users;

vi. Have no serious sanctions for hygiene, sanitation or similar violations;

vii. Have the necessary equipment, infrastructure and personnel to provide its services in accordance with best practices; and viii.

viii. Use containers, packaging and bags for dispatch that are in compliance with environmental regulations, in accordance with the laws applicable to its activity.

ix. Use containers, packaging, bags, as well as adopt the necessary measures and procedures for the dispatch that guarantee the quality, suitability and safety of The Products, including those required to maintain special conditions of conservation, protection, isolation and/or avoid contamination.

x. In accordance with the laws applicable to the Store, to attend to claims, warranty requests, returns, cancellations, retractions and reversals submitted by Users directly to the Store or communicated through DiDi Food.

xi. Provide for the refund of monies directly or through DiDi Food when requests for refund or cancellation are generated by Users that are appropriate, whether presented directly to the Store or communicated through DiDi Food.

xii. In accordance with the laws applicable to the Store, to attend to third party claims on account of attributable conduct that are presented directly to the Store or communicated through DiDi Food.

(f) The Store shall not engage in dishonest, illegal or fraudulent conduct for the purpose of obtaining greater sales performance or any financial advantage through the use of DiDi Food;

(g) The Store shall keep all mobile devices, hardware and software up to date, to suit the proper functioning of the DiDi Food application. DiDi is not responsible for any problems that may arise when the Store uses any outdated version of DiDi Food on any mobile device, which does not comply with the current requirements. The Store agrees that DiDi may update the hardware and software requirements of the cell phone that supports DiDi Food from time to time;

(h) The Store agrees to:

a. Use DiDi Food in good faith;

b. Use DiDi Food only for the purposes of this legal business and will not resell or allow a third party to benefit from it;

c. Do not use DiDi Food for illegal purposes;

d. Not to use DiDi Food to harass, obstruct or inconvenience others;

e. Not to affect the normal operation of the network; and

f. Do not attempt to damage the Services, DiDi or the Delivery User.

(j) The Store authorizes DiDi to monitor data relating to cancellation after an Order has been accepted by the Store. Unjustified cancellation after acceptance of the Order by the Store shall be judged at DiDi's sole discretion and shall be considered a breach of the Terms and Conditions;

Notwithstanding any other provision provided for in these Terms and Conditions, in the case of cancellations of Orders for any reason, DiDi, at its sole discretion, may absorb a percentage of the value of the Orders, not including the value of the Products that do not require preparation, in order not to affect the experience of the Store and the User when using DiDi Food.

(k) The Store shall cooperate with DiDi's promotional activities, at DiDi's request;

(l) The Store shall permit DiDi to inspect and visit its premises at any time, in order for DiDi to confirm compliance with the Terms and Conditions;

(m) The Store agrees to assume full responsibility for the completion of the delivery of the Order, from the time an Order is placed, until the completion of the Order, with the delivery of the Order to the User, including the charges and costs of fulfilling incomplete orders; and

(n) The Store shall ensure that the Delivery User and/or Store Delivery Person is properly qualified for the delivery of food under proper conditions.

(o) Accepts and is aware of the *DiDi and DiDi Food Community Guidelines* which establish general rules for the use of the websites, contents and services offered through DiDi's platforms, available at DiDi Food.

(p) The Store will not affect, violate, disregard or infringe the intellectual property rights of third parties or engage in unfair competition, violations of the rights of Users, Delivery Users or third parties, fraud of any kind or violation of regulations applicable to the activity of the Store. In the event of a complaint against the Store directly or communicated through DiDi Food, it shall be immediately dealt with directly by the Store, without prejudice to DiDi Food's right to suspend or cancel the respective account if deemed necessary.

#### **7. Product and Safety Standards.**

The Store, as the case may be, will present, offer, prepare, package, prepare, prepare, preserve, dispatch, send and in general adopt all necessary measures to offer, preserve and dispatch the Products considering their nature in compliance with all laws applicable to its activity in terms of conservation, safety and hygiene, or any other applicable law. Likewise, the Store shall determine the presentation, quality, portion, size, ingredients, packaging for shipment and other criteria applicable to the Products (the "**Criteria**"); therefore, it shall be solely liable before DiDi, the User, the Delivery User and third parties for any non-compliance, damage or harm derived from its non-compliance.

#### **8. Breach of the Terms and Conditions by the Store.**

The Store agrees to indemnify and hold DiDi and its shareholders, Delivery Users, members, managers, officers and Affiliates harmless from and against any damage, loss or claim, whether suffered, incurred or paid, arising as a result of: (i) the inaccuracy or falsity of any representation by the Store set forth in the Terms and Conditions, (ii) any breach, in whole or in part, of any obligation, agreement, term or condition by the Store under the Terms and Conditions, (iii) the failure to comply with local law applicable to the Store's activities, (iv) any violation of the User's rights by the Store or the Store's Dealers affecting DiDi, and/or (v) any claim that may arise against the Store in which DiDi is affected, through no fault or liability of DiDi, including without limitation, any claim by any Dealer User, Store Dealer, or any User.

In addition to the aforementioned indemnification, in the cases described in the preceding paragraph, DiDi may exercise one or more of its rights, options or remedies under these Terms and Conditions, and may claim compensation for damages or for the performance of specific obligations. It may also exercise any other type of action available under the Law Applicable to these Terms and Conditions.

The Parties agree that the provisions contained in this Clause shall survive the termination of the Terms and Conditions.

#### **9. Validity.**

These Terms and Conditions shall become effective on the date of execution of the Agreement by both Parties and shall remain in effect until terminated by either Party (the "**Term**").

Either Party may unilaterally terminate the Terms and Conditions at any time, without prior judicial resolution, upon 30 (thirty) days prior written notice to the other Party (the "**Termination Notice**"). During such period, the rights, duties, obligations and liability of the Parties under the Terms and Conditions shall continue in full force and effect.

In the event the Store breaches any obligation or representation provided for in the Terms and Conditions or any event described in clause Tenth, DiDi shall be entitled to unilaterally terminate the Terms and Conditions, without the need to give notice of Termination Notice TO the Store, and the Store shall be liable for any damage or loss suffered by Didi as a result thereof.

#### **10. Intellectual Property.**

DiDi and its Affiliates own the intellectual property rights to all content distributed on DiDi Food, including without limitation, the software, products and services provided and related, and such intellectual property rights shall be protected by law. The absence of a statement of ownership over certain content does not constitute the lack of DiDi's right to claim, or enforce rights over such content, and the Store will respect the rights and interests of the holder of such rights and will lawfully use such content in accordance with the Law, regulations and the principle of good faith.

DiDi's intellectual property rights, as well as the rights to use and exploit the same, including their disclosure, publication, reproduction, distribution and transformation, are the exclusive property of DiDi. Therefore, the Store shall not acquire any intellectual property rights by means of the Terms and Conditions C shall be construed as granting a license over the same.

Without prior written consent by DiDi, the Store may not use, copy, modify, extract, disseminate, bundle with other products for use or sale, link or transmit by hyperlink, store in an information retrieval system or use for any other commercial purpose any software, products, services, information or words in any form and for any reason whatsoever, except for downloading or printing for personal non-commercial use, provided that no modification of the same is made and that the copyright or proprietary statement contained therein is retained.

The trademarks and logos used and displayed in the software shall be registered and unregistered trademarks of DiDi and its Affiliates, and shall be protected by applicable laws.

The Store may not use the names "DiDi", "DiDi Chuxing", "DiDi Hailing", "DiDi Deliver" and similar names, as well as related trademarks, without the prior written consent of DiDi.

If the Store prints, copies, downloads, modifies or links to any of the content available through DiDi Food, in violation of the Terms and Conditions, the Store's right to use DiDi Food may cease immediately at Didi's discretion, and the Store will, at DiDi's discretion, return or destroy any copies (electronic or otherwise) of the materials, which the Store has made.

## **10.1 DiDi Photographs and Materials.**

DiDi is the owner of all intellectual property rights to certain photographs and other materials that the Store may use when using DiDi Food. Therefore, the Store agrees that it may not use such photographs or materials with a third party other than DiDi without DiDi's prior express written consent.

### **10.1.1. Photographs and Store Materials.**

The Store accepts and declares under oath that it owns the rights to the images and/or photographs it publishes on DiDi Food to advertise the Products it offers, and therefore agrees to indemnify DiDi's rights in the event that third parties claim to have a better right to the photographs and/or images, including the fees, expenses and costs incurred by DiDi in their defense.

The Store grants DiDi the right to edit and/or modify the photographs and/or images showing the Products that are published on DiDi Food, in order to improve the resolution and better appreciate their content. In this sense, DiDi may modify the colors, dimensions, formats, resolution, brightness or any other act required to have the best quality of the photographs and images.

The Store acknowledges that DiDi is the owner of the images and/or photographs resulting and/or derived from the edition, and therefore the Store may not use them on DiDi's competitors' platforms where the Store offers the Products, and/or in any other media or form, without prior express written authorization from DiDi with the signature of its legal representative. The aforementioned with the understanding that both parties will use the edited material only in DiDi Food, for the duration of the commercial relationship between DiDi and the Store.

**10.1.2** In addition, the Store represents that the images and/or photographs of the Products displayed are used for illustrative and reference purposes only and that there may be variations in the presentation through the images and/or photographs on DiDi Food and the actual appearance of the Product ordered. Neither the Store nor DiDi guarantees that the Product delivered will look exactly like the image and/or photograph shown on DiDi Food and neither the Store nor DiDi is responsible for any perceived differences between the actual Product and its image representation. Furthermore, the Store agrees to hold DiDi harmless for any claims by Users related to differences between the images and/or photographs of the Products displayed on DiDi Food and the Products delivered.

## **11. Confidentiality.**

From the date on which each of the Parties enters into the Terms and Conditions, until 2 (two) years after termination, the Store shall, and shall ensure that its Affiliates shall, maintain the confidentiality of any Confidential Information, whether written or oral, relating to DiDi. The foregoing is with the understanding that the Store may disclose Confidential Information that (a) is generally available and known to the public, without attribution to the Store or any of its Affiliates; or (b) is lawfully acquired by the Store or any of its Affiliates prior to the execution of the Terms and Conditions, from sources that are not prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation. If the Store or any of its Affiliates is compelled to disclose Confidential Information arising from a judicial or administrative proceeding or by other requirements of Law, such Person shall promptly notify DiDi in writing and shall disclose only that portion of such Confidential Information that is legally required and as advised by its counsel in writing, provided that it shall make all reasonable efforts to obtain an appropriate protective order or take reasonable steps to ensure confidential treatment of such Confidential Information.

In addition, the Store is obliged to subscribe to any other document necessary to comply with the applicable law on privacy and data protection, including the applicable requirements for the transfer and/or assignment of personal data.

## **12. Anti-corruption.**

During the Term of the Terms and Conditions, the Store shall observe the following requirements in all transactions: (a) the Store shall not take any action that intentionally violates any Law Applicable to these Terms and Conditions or ; (b) the Store may not make any expenditures for other than lawful purposes; and (c) the Store shall not make any payments or deliver any value to officials of any Governmental Authority, directly or indirectly, except that such payments are required by Applicable Law and are made to such officials in their capacity as such and not otherwise.

The Store acknowledges that DiDi has informed it of DiDi's internal ethics and anti-corruption policies. Furthermore, the Store acknowledges that it is aware of and understands the provisions of the Foreign Corrupt Practices Act of the United States of America ("FCPA") and the UK Bribery Act of the United Kingdom ("UK Act").

The Store is obligated not to engage in any conduct in connection with the Terms and Conditions or in connection with any transaction involving a violation of DiDi's internal policies, applicable laws, the FCPA or the UK Act, which means that the Store is obligated not to offer, promise not to deliver, or not to deliver, or authorize anyone to deliver, any such offer, promise or delivery of any amount of money or anything of value, directly or indirectly, (i) in favor of any officer, employee or person rendering services to any Governmental Authority (including state-owned enterprises and international organizations), (ii) in favor of any political party, or any officer or candidate of a political party, (iii) in favor of any officer, director, employee or representative of any current or prospective User, DiDi or the Store, (iv) in favor of any third party to deliver the amount of money or thing of value of any of the foregoing, or (v) in favor of any person or entity to the extent that such offer, promise, delivery or authorization violates applicable laws, the FCPA, the UK Act or DiDi's internal policies.

In the event that the Store fails to comply with its obligations and responsibilities set forth in this Clause, the Parties agree that in addition to any sanction imposed by any Governmental Authority, the Store shall pay DiDi a conventional penalty equivalent to 30% (thirty percent) of the income generated by the Store through the use of DiDi Food since the subscription of the Terms and Conditions. Additionally, the Store agrees to indemnify and hold DiDi and its shareholders, Delivery Users, members, managers, directors, officers and Affiliates harmless against any damages, losses or additional claims incurred or paid derived or resulting from any illegal conduct of the Store and/or its employees in contravention of the provisions of this Clause and/or the applicable laws, the FCPA, the UK Act and/or DiDi's internal policies.

## **13. Total Agreement.**

These Terms and Conditions, its Annexes and Commercial T&Cs constitute the exclusive, complete and final agreement between the Parties with respect to the subject matter hereof, and supersede all prior proposals, negotiations, arrangements and other communications and understandings between the Parties, whether oral or written, with respect to the subject matter hereof.

## **14. Divisibility.**

If one or more provisions of the Terms and Conditions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other provisions of the Terms and Conditions shall not in any way be affected thereby. In any event, DiDi will determine whether to continue to abide by these other terms.

#### **15. Assignments and Successions.**

15.1 The Parties agree that DiDi shall be entitled to transfer all or part of its rights and obligations contained in the Terms and Conditions upon prior written notice to the Store. The Parties further agree that the Store may not assign the Terms and Conditions or any of its rights, duties, obligations or liabilities thereunder without DiDi's prior written consent.

15.2 In the event that the shareholders or controlling shareholders of the Store change, these Terms and Conditions may be unilaterally terminated by DiDi, without prejudice to the Store's obligation to give prior notice to DiDi, at least 30 days in advance.

#### **16. Force Majeure.**

In the event of a force majeure event, the affected Party may temporarily suspend performance of its obligations under the Terms and Conditions until the effect of such force majeure events ceases and no liability shall be assumed for breach of the Terms and Conditions; however, such Party shall use its best efforts to resolve such event and mitigate losses. Force Majeure shall mean any unforeseeable or unavoidable (even if foreseeable) event beyond the control of the Parties that prevents, affects or delays the performance of all or part of a Party's obligations under the Contract and/or the Terms and Conditions. Such events include but are not limited to earthquakes, war, changes in laws and policies, computer viruses, hacker attacks or suspension of services provided by telecommunication agencies.

#### **17. Applicable Law.**

The Terms and Conditions shall be governed by Singapore Law. Any dispute, claim or controversy arising out of or relating to the breach, termination, interpretation or validity of the Terms and Conditions or the use of DiDi Food shall be subject to an arbitral tribunal administered by the Centre for International Arbitration Singapore ("CAIS") in accordance with the applicable CAIS Arbitration Rules, which rules are deemed to be incorporated by reference in this clause. The number of arbitrators shall be one. The place of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the Parties, except in respect of manifest error. The costs of the arbitrator shall be borne equally between the Parties or as directed by the arbitrator. The Store expressly and irrevocably waives any other jurisdiction to which it may be entitled pursuant to their respective present or future domiciles.

# ANNEX 1

## Definitions

For purposes of the Terms and Conditions, unless the context otherwise requires, capitalized terms not expressly defined in the Terms and Conditions shall have the following meanings. The English language shall prevail over the Spanish language:

**"Affiliate"** shall mean, with respect to any Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, or is under common control with, such first Person. The term "control" (including its correlative meanings "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of power to direct or cause the direction and/or management of its policies (whether through ownership of stock or other interests, by contract or otherwise).

**"Governmental Authority"** means any national, regional or local governmental, regulatory or self-regulatory authority, agency, court, commission or other body having jurisdiction and competence

**"Store Marketing Cost"** means the costs that the Store agrees to pay for promotions including, but not limited to, combinations, discounts and purchase of certain Products that may entitle you to obtain different Products for free.

**"Bank Account"** refers to the Store's bank account described in the Agreement, it being understood that, unless expressly authorized in writing by DiDi, such account shall always be in the name of the Store.

**"Store Account"** shall have the meaning set forth in Clause Three of these Terms and Conditions.

**"User Data"** means any information or data obtained, made available, provided or arising in connection with DiDi Food and relating to Users, including the results of any analysis through DiDi Food of such information or data.

**"Product Details"** shall have the meaning set forth in Clause Three of these Terms and Conditions.

**"Business Day"** means any day other than a Saturday, Sunday or day on which banking institutions in the Republic of Singapore are authorized or required, by law or executive order, to close for business.

**"FCPA"** shall have the meaning set forth in Section Fifteen of these Terms and Conditions.

**"Confidential Information"** means information relating to a Party or any of its Affiliates or business, which has been provided by or on behalf of such Party, to the other Party or any of its Affiliates in connection with the Agreement or these Terms and Conditions (for information disclosed by DiDi, regardless of whether such information is marked or identified as "confidential" or otherwise; and, for information disclosed by the Store, provided that such information is marked as "confidential").

**"Store Information"** shall have the meaning set forth in Clause Three of these Terms and Conditions.

**"Applicable Law"** means Singapore law.

**"DiDi brand logo"** refers to the DiDi ® brand and its design, as well as its distinctive colors.

**"Party"** shall have the meaning set forth in the preamble to these Terms and Conditions.

**"Person"** means any individual, natural person, juridical person, corporation, business trust, Partnership, association, limited liability company, unincorporated organization or similar organization, or any Governmental Authority.

**"Order Price"** means the price of the Products displayed on DiDi Food when the User places an Order, the Delivery Fee and any promotions or coupons the User may enjoy for such Order. For the avoidance of doubt, the Order Price shall include any applicable taxes.

**"Store Delivery Driver"** means the delivery drivers hired directly by the Stores or their own delivery contractors. The relationship between the Store Delivery Driver and the Store shall be governed in accordance with the terms agreed between them. Under no circumstances shall the Store Delivery Person be considered to have any employment relationship with DiDi, nor does he/she provide a service to DiDi.

**"Delivery Fee"** means the fee that DiDi will charge the User on behalf of the Delivery User, as consideration for the Delivery Services, each time the Delivery User delivers an order, less any applicable fees in accordance with Terms and Conditions applicable to Delivery Users. In the case of the Store's Delivery User, DiDi will charge the User on behalf of the Store as consideration for the Delivery Services, and the same will be the basis for the calculation of the Service Fee.

**"Service Fee"** means the fee that DiDi will charge the Store each time a User places an Order. A table with the applicable percentages to be used to estimate each Service Fee is attached as Commercial T&C, and may be updated unilaterally by DiDi, from time to time, with the understanding that updated Service Fees will be made available to the Store.