

Annex I – Registration Request for Restaurant “XX” Which Has Acceded to the “General Terms and Conditions of Use and Contracting for Partners” for Intermediation in the Immediate Delivery of “XX” Products Concluded Between YY and Glovo Uganda SMC Limited on [...]

For the attention of Glovo Uganda SMC Limited . (partners@glovoapp.com)

I, Mr/Ms [Franchisee's full name], a businessperson of full legal age with Tax Identification Number (NIF) [.....], acting for and on behalf of the company [.....], as its [.....], a position which I declare is still in force, hereby state as follows:

ONE: I declare that I acceded to the “General Terms and Conditions of Use and Contracting for Partners” for intermediation in the immediate delivery of “XX” products concluded between YY and Glovo Uganda SMC Limited on [...], and I undertake to comply with it in full.

TWO: In order to give effect to the accession, I hereby send the information required of the restaurant(s) operated by the company [.....], which has/have acceded to the agreement, so that GLOVO may register it/them in its systems:

Operating company: _____
Corporate Tax Code (CIF) No.: _____
Contact person: _____
General contact e-mail address: _____
General contact telephone no.: _____
Current account: _____
List of restaurants included:

Restaurant “XX”

- Site number: _____
- Address: _____
- Contact person: _____
- Contact e-mail address: _____
- Contact telephone no.: _____

Restaurant “XX”

- Site number: _____
- Address: _____
- Contact person: _____
- Contact e-mail address: _____
- Contact telephone no.: _____

THREE: As, in order for it to provide the service forming the subject of the Terms and Conditions for Partners, it is necessary and essential for Glovo Uganda SMC Limited to have the prices of the products marketed by me at restaurant “XX”, which is located at _____, I expressly authorise YY to send the price list of the products marketed by me, which has been provided and approved by me, directly to Glovo Uganda SMC Limited.

FOUR: Furthermore, I undertake to promptly inform Glovo Uganda SMC Limited, at the Manager Portal, if one or more of the products are unavailable and/or of any price changes thereto, as this is essential in order for the information appearing on the **GLOVO APP** (App/website) to be reliable and up to date, all this so that the service can be properly provided and the price of the products can be properly collected from customers as provided in the Terms and Conditions for Partners.

FIVE: In addition, I expressly authorise Glovo Uganda SMC Limited to send YY on a weekly basis a list of the transactions carried out by users in relation to “XX” products of the restaurants included herein.

SIX: Finally, I undertake, in my own name and for and on behalf of [.....], to respect the confidentiality of the terms set forth in this document and in the General Terms and Conditions of Use and Contracting for Partners.

SEVEN: I acknowledge, undertake and expressly consent to the fact that breach of the obligations contained herein or in the Terms and Conditions for Partners to which I am acceding may result in the acceding restaurant(s) ceasing to enjoy the intermediation service for the immediate delivery of products.

I hereby sign and undertake to comply with the above in [.....], on

Company _____

Signature. The Franchisee

Annex II — FOOD TRANSPORT SAFETY

In accordance with Clause 4.3.a) of these Terms and Conditions for Partners, the food transport safety requirements, to be selected, modified or added to by the **PARTNER**, are provided below by way of example without limitation. The following requirements must be met in order for the **MANDATARY** or the **PARTNER** courier service (hereinafter, individually or collectively, "You") to deliver food on behalf of the **PARTNER's** restaurants as provided in the "General Terms and Conditions of Use and Contracting for Partners":

- You must comply with all the requirements of the local regulatory agency, as well as with the Company's requirements set forth in the "General Terms and Conditions of Use and Contracting for Partners", with regard to the transport of food. If the Company's requirements are different from the local requirements, you must comply with the stricter ones.
- You may never carry food products in a vehicle that has previously contained animals, chemicals or petrol without first fully cleaning and disinfecting the vehicle. You must consult the owner's manual before cleaning the inside of the vehicle.
- During transport, you must protect all food and drinks from dust, foreign objects, chemicals or any other contaminants.
- You must not store food in direct contact with ice or water. You may only use sealed ice bags where this is necessary in order to keep the product at the appropriate temperature. If the ice packs are reusable, you must wash, rinse and disinfect them after each use. Hot and cold sandwiches must be kept in separate containers in order to keep them at the appropriate temperatures.
- All food and drink must be carried in equipment designed to maintain the appropriate temperatures (such as insulated or thermal bags/boxes, refrigerators, etc.). Containers used for delivery must:
 - Be approved by the NSF (or its local equivalent).
 - Be durable, corrosion-resistant and non-absorbent.
 - Be sufficiently thick and heavy to withstand repeated washing, rinsing and disinfection.
 - Have a smooth surface that is easy to clean.
 - Be free of odours such as those of strong plastic, chemicals and smoke.
 - Be hard-wearing and free from bites, splinters, scratches, stains and cracks, and have no absorbed moisture or decomposition.
- Be kept clean at all times.

ANNEX IV - DATA PROCESSING AGREEMENT

Fully complying with the provisions of Article 28 of EU Regulation 2016/769 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR"), as well as any other local legislation that may be applicable, Glovo Uganda SMC Limited (hereinafter, the "CONTROLLER") and the PARTNER (hereinafter, the "PROCESSOR") hereby enter into this Data Processing Agreement (hereinafter, the "DPA" or the "Agreement"), which shall be governed by the following:

CLAUSES

1. Object and Aim of the Assignment

- a. The object, nature, scope and aim of the data processing by the PROCESSOR stem from the contract "General Terms and Conditions of Use and Contracting for Partners" concluded by the parties to govern and establish their business relations for the collaboration of the PARTNER with GLOVO platform (the "Main Contract"). The aim of this Agreement is to give the PROCESSOR access to the personal data of those users who have placed an order with the said party's establishment through the GLOVO APP with the sole and exclusive purpose of correctly carrying out the order and / or to resolve any complaints from users regarding the products / services ordered through the APP (the "Processing").
- b. The PROCESSOR may only collect, process or use the necessary data envisaged in the framework of the Main Contract and in accordance with GLOVO's instructions as described herein. Under no circumstances may the PROCESSOR process users' personal information for any purpose other than as stated in the preceding section.

2. Term

- a. This Agreement shall remain in force for the duration of the Main Contract concluded between the Parties. As a result of the above, and without prejudice to the rights and obligations that, due to their nature and in accordance with the legislation applicable from time to time, must remain in force after this Agreement comes to an end, the rescission or termination of the Main Contract shall entail the automatic termination of this Agreement.

3. Category of Personal Data and Data Subjects

- a. In order to carry out the Processing (the execution of orders placed by users on the GLOVO platform), the CONTROLLER makes the following information available to the PROCESSOR:
 - Categories of personal data:
 - For MANDATORY Intermediation Services: username, telephone number and details of the order).
 - For Marketplace Services: username, telephone number, details of the order and delivery address.
 - If applicable, information on food allergies voluntarily provided by the user when placing the order may be also processed).
 - Categories of data subjects: users

4. The Controller's Obligations

- a. Without prejudice to any other obligations contained herein, the CONTROLLER shall also be under the following obligations:
 - Provide the PROCESSOR with the personal data detailed in clause 3 above.
 - To carry out a risk analysis in relation to the processing operations to be carried out by the PROCESSOR as well as, and if applicable, a data protection impact assessment if the said operations entail a high risk for the data subjects' rights and freedoms.
 - If applicable, to make any prior consultations to the data protection authority that may be appropriate.
 - To ensure compliance, both before and throughout the processing, with the GDPR and any other data protection provisions that may apply to the CONTROLLER and/or the PROCESSOR.

5. The Processor's Obligations

- a. The PROCESSOR and all its staff members with access to personal data whose CONTROLLER is GLOVO undertake as follows:
 - To use the personal data only for the purpose of this assignment.
 - To process the personal data in accordance with the instructions issued by the CONTROLLER from time to time.
 - If the PROCESSOR considers that any of the instructions received from the CONTROLLER infringe the GDPR or any other applicable data protection provisions, the PROCESSOR shall immediately inform GLOVO.
 - To keep a written record of the processing activities carried out on the CONTROLLER's behalf, setting out the PROCESSOR's name and contact details as well as those of the controllers on whose behalf it is acting, who must have been previously authorised by the CONTROLLER in any event and, where applicable, the Data Protection Officer's contact details, the categories of processing operations carried out on behalf of each controller, the transfers of personal data made to a third country or international organisation, identifying that third country or international organisation, and the documentation of suitable safeguards, of which the CONTROLLER must have been previously informed in any event, and of the technical and organisational security measures to which Article 30(1) of the GDPR relates.
 - To keep the personal data furnished by the CONTROLLER under its control and custody, and not to disclose, transfer or in any other way provide the data to a third party (by way of example without limitation, to subcontractors, external suppliers, other companies in its group, collaborators, etc.), save with the CONTROLLER's prior express authorisation. This is without prejudice to the provisions of Clause 6 below.
 - If the PROCESSOR has to transfer any personal data to a third country or an international organisation under European Union law or the law of a Member State that applies to it, it shall previously inform the CONTROLLER of the legal requirement unless the law in question forbids it from doing so for important reasons of public interest.
 - To support the CONTROLLER in the conduct of the data protection impact assessments, where applicable, and to assist it in carrying out the prior consultations with the supervisory authority if applicable.
 - To make available to the CONTROLLER all the information that may be necessary to prove that it is in compliance with its obligations, as well as any that may be necessary for the audits or inspections carried out by the CONTROLLER or any other auditors authorised by it.

- To ensure that the employees of its organisation who are to process personal data undertake, expressly and in writing, to observe the confidentiality of the personal information processed on the CONTROLLER'S behalf, and to comply with all the obligations applicable to the CONTROLLER as well as with the corresponding security measures.
- To ensure that any persons who have had access to personal data pursuant to this Agreement observe the duty of secrecy in relation thereto, even after this Agreement has come to an end.
- The PROCESSOR must in any event return to the CONTROLLER on termination of the Main Contract all the personal information, data and documents made available to it. Once these have been returned, the PROCESSOR must delete any remaining on its virtual systems, providing documentary proof of the appropriate deletion of the data unless it is required to store it under European Union law or under the law of the relevant EU member state in which the PROCESSOR is located. The retained data must be retained for as long as any liabilities may arise from its relationship with the CONTROLLER.

6. Subcontracting or Assignment of Personal Data by the Processor

- GLOVO does not authorise the PROCESSOR to subcontract to any third parties any processing of data assigned under this Agreement.
- If the PROCESSOR wishes to engage other companies for the purpose of carrying out certain data processing operations on its own behalf or on that of the CONTROLLER (hereinafter, the "Sub-processor"), the PROCESSOR must first notify GLOVO in writing, clearly and unambiguously identifying the subcontractor company and stating its contact details, the place where the processing will be carried out and, if applicable, where the data will be stored, and the processing operations it wishes to subcontract.
- GLOVO will only authorise the processing of data by those Sub-contractors who provide sufficient safeguards to put in place appropriate technical and organisational measures so that the data processing assigned is in compliance with the applicable data protection legislation.
- If GLOVO expressly authorises the subcontracting of data processing, the Sub-processor - who shall also have Processor status - shall be required to comply with the data protection obligations set forth herein. The PROCESSOR shall be responsible for formalising the relationship with the Sub-processor as provided in Article 28 of the GDPR.
- If the Sub-processor is in breach of the data protection obligations envisaged herein for the PROCESSOR, the PROCESSOR shall still be fully liable to GLOVO for the fulfilment of such obligations.
- If the PROCESSOR transfers any personal data forming part of GLOVO's database without the CONTROLLER's express consent, GLOVO may immediately and automatically:
 - Claim compensation from both the PROCESSOR and the Sub-processor for any loss or damage that may be suffered by GLOVO as a result of the breach;
 - Immediately terminate the Main Contract and any amendments that may have been made with the PROCESSOR;
 - Take any legal action it may deem appropriate in order to enforce its rights.

7. International Transfers

- In no event does GLOVO authorise the PROCESSOR to make international transfers of data to a third country for the purpose of carrying out the Processing assigned to it under this Agreement.
- If the PROCESSOR wishes or has to make international transfers to a third country or international organisation to carry out the Processing, it must request GLOVO's express authorisation, providing the necessary supporting documentation to prove that there are sufficient safeguards to ensure a suitable level of protection for users' personal data as provided in Articles 44 et seq. of the GDPR.

8. Security of Personal Data and Notifications of Breaches

- The PROCESSOR shall take all appropriate technical and organisational measures to ensure a suitable level for the risks posed by the data processing assigned by the CONTROLLER.
- The PROCESSOR undertakes, among other measures, to:
 - Pseudonymise and encrypt the personal data where necessary.
 - Ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services;
 - Quickly restore access to, and the availability of, the personal data in the event of a physical or technical incident;
 - Verify, assess and consider on a regular basis the effectiveness of the technical and organisational measures put in place to ensure the security of the personal data being processed.
 - Put in place the (technical and organisational) security measures that may be applicable in accordance with the risk analysis carried out before the processing, taking into account the means used, to ensure the security of the personal information processed and the data subjects' rights.
 - Inform the CONTROLLER, without any undue delay, of any security breaches occurring in relation to the personal data processed by it on the CONTROLLER'S behalf as a result of the Processing of such data. The PROCESSOR shall in any event notify GLOVO within a maximum of SEVENTY-TWO (72) hours after becoming aware of the breach. The notification shall contain the necessary information for the incident to be documented and reported by the CONTROLLER and shall be sent, marked for the attention of GLOVO's Data Protection Officer, to the following incident e-mail address: gdp@glovoapp.com. The PROCESSOR shall provide the CONTROLLER with at least the following information in relation to the security breach: a description of the nature of the breach, the categories and approximate number of data subjects affected by it, the categories and approximate number of personal data records affected by the breach, the name and contact details of the Data Protection Officer (if it has appointed one) or of any other contact from whom further information may be obtained, the possible consequences of the personal data security breach, and the steps taken or proposed for the purpose of correcting the breach. If it cannot be provided at the same time, the said information shall be provided gradually without any undue delay. No notification by the PROCESSOR to the CONTROLLER shall be required if the security breach is unlikely to pose a risk to the rights and freedoms of natural persons.

9. Data Subjects' Rights

- a. The PROCESSOR shall, where possible, assist the CONTROLLER to enable it to fulfil its obligation to respond to data subjects' requests to exercise their rights (access, rectification, erasure, objection, restriction of processing, portability of data and, where applicable, the right not to be the subject of automated individual decisions, including profiling).
- b. If any rights are exercised by data subjects before the PROCESSOR, the said party must send the request to the CONTROLLER immediately and no later than within THREE (3) business days following its receipt thereof, so that it may be resolved by the CONTROLLER in due time and form.
- c. In no event will the PROCESSOR be responsible for resolving data subjects' requests for the exercise of their rights, as this obligation pertains exclusively to the CONTROLLER.

10. Liability

- a. The PROCESSOR shall defend, release from liability and hold the CONTROLLER harmless, holding it harmless in relation to any claims and actual or alleged loss or damage suffered by GLOVO as a result of the unlawful or unauthorised processing, accidental loss, disclosure or destruction of, or damage to, any of the personal data provided by GLOVO to the PROCESSOR (including any Sub-processors where applicable).
- b. The PROCESSOR shall be liable for, and shall hold the CONTROLLER harmless from, any loss or damage that may be suffered by the CONTROLLER as a result of breach of this Agreement and of the applicable data protection legislation.

11. Jurisdiction and Applicable Law

- a. The Parties, expressly waiving any jurisdiction that might otherwise apply to them, expressly submit any dispute, disagreement or conflict that may arise between them in connection with the validity, duration, construction and/or application of this Agreement to the courts of Kampala City.
- b. This Agreement is governed by, and construed in accordance with, the GDPR and any other data protection provisions that may apply to the CONTROLLER and/or the PROCESSOR.