



CRISIS RELIEF SUPPORT AGREEMENT

2023

PARTIES

Details of the		PARTNER	GLOVO
Name (trademark)			GLOVO
Company name*			Glovoapp Nigeria Limited
Registered address	Address		Suite 416, 4th Floor, Adamawa Plaza Plot 1099 1st Avenue, Off Shehu Shagari Way, Central Business District, Amac, FCT
	Post code*		
	City*		Abuja
Tax Identification Number / Corporate Tax Code (NIF/CIF)			1793222
Contact telephone no.			
Contact e-mail address			
Company Website			https://about.glovoapp.com/
Opening days and times			
Cities for the delivery of the Product/Service			

APPLICABLE SUPPORT	
NATURAL DISASTER/POLITICAL CONFLICT DECLARED	
TYPE OF SUPPORT	
PRICING	

Both the **PARTNER** and **GLOVO** shall hereinafter be jointly referred to as the Parties; and each of them individually as a Party. The Parties declare to each other that they have the necessary legal capacity to be bound, for which purpose they provide the following:

RECITALS AND CLAUSES:

- I.** The **PARTNER** and **GLOVO** entered into XXX the GLOVO PARTNERS' AGREEMENT, which regulates the Terms & Conditions by which the **PARTNER** can make the products/services it offers available through the GLOVO APP.
- II.** **GLOVO**, for its part, is a technology company whose activities include, among others, making available to businesses and professionals a platform for sending and delivering products through the website made available to them by GLOVO for that purpose (hereinafter, the "Website"). **GLOVO** thus acts as an intermediary in the immediate or scheduled delivery of products through independent third parties who are registered on the APP (hereinafter, the "Mandataries").
- III.** **GLOVO** has a strict corporate responsibility policy and wishes to collaborate with its PARTNERS in promoting economic sustainability and a sense of community. GLOVO is willing to help its PARTNERS in need that were affected and impacted by a natural disaster or political conflict helping them sustain their businesses. In this sense, GLOVO has developed the Crisis Relief Fund Support (as defined in the Terms and Conditions of the Crisis Relief Support Agreement) which consists of incentives packages, to provide PARTNERS in need of financial assistance and will be available all year long, so that PARTNERS can apply, via sell.glovoapp.com.
- IV.** In view of this, and having the **PARTNER** been selected as eligible to receive the aforementioned incentive, **GLOVO** wishes to conclude this



Crisis Relief Support Agreement (hereinafter, the "**Agreement**") to formally establish a collaboration framework that will enable it to take part and assist in the PARTNER's financial situation to help its business sustainability as stipulated in the following Terms & Conditions.

V. This Agreement is complementary and shall be applied in conjunction with the GLOVO PARTNER's AGREEMENT previously signed by the Parties as well as its General Terms and Conditions of Use and Contracting for Partners.

VI. This Agreement shall be valid for a term of [...] from its date of signing.

VII. In witness whereof, and in proof of their agreement with this Agreement and the attached Terms and Conditions, which the **PARTNER** states that it has read and accepted, the Parties sign this Agreement at the time and place stated at the beginning.

GLOVO

Signature:

NATIONAL IDENTITY CARD NO.:

PARTNER

Signature:

CORPORATE TAXPAYER'S CODE (CIF) / TAX
NUMBER (NIF):



TERMS AND CONDITIONS OF THE CRISIS RELIEF SUPPORT AGREEMENT

FIRST. OBJECT

The purpose of this Agreement is to govern relations between GLOVO and the PARTNER under which GLOVO shall help the PARTNER whose been affected and impacted by a natural disaster or political conflict, in order to provide financial assistance so that the latter can maintain its business sustainability.

The conclusion of this Agreement authorizes GLOVO to verify the eligibility of the PARTNER to benefit from the Crisis Relief Fund Support as well as to decide how it shall be implemented for said PARTNER.

SECOND. DEFINITIONS

For the purposes of these Terms and Conditions, the following capitalised terms shall have the meanings given to them below:

- a) **Crisis Relief Fund Support.** Economical support provided by GLOVO to the partner.
- b) **Natural disaster.** A "natural disaster" is defined as a major adverse event resulting from natural processes of the Earth. These events occur when a significant amount of extreme weather over a short period of time causes damage to property, blocks or destroys roads or makes them undriveable, disrupts communications systems, causes power outages, and threatens life safety. The following are eligible natural disaster events that may qualify the PARTNER business for GLOVO's Crisis Relief Fund Support: Weather-related Flooding, winter storm, landslide/mudslide, tsunami, tornado, hurricane, earthquake, wildfire, volcanic eruption. This does not include any COVID-19 related situation.
- c) **Political conflict.** A "political conflict" can be defined as a scenario where the interests of parties involved are in a sharp disagreement and their behavior promotes the destabilization of communities, insecurity and, therefore, have a negative impact on the economic development of a country. The following are eligible political conflict events that may qualify the PARTNER business for GLOVO's Crisis Relief Fund Support: bombings, attacks from terrorist groups, warfare, scarcity of resources. This does not include any COVID-19 related situation.

THIRD. ELIGIBILITY AND APPLICATION

For a PARTNER to be eligible and benefit from the support described in this agreement, the PARTNER must comply with and provide evidence of the following conditions prior to its application:

- a) Be affected and impacted by a natural disaster or a political conflict in its area of business during a period of at least 2 consecutive days.
- b) Have less than 100 orders in the 28 days prior to its application to the Crisis Relief Fund Support, in the GLOVO APP
- c) Have been a GLOVO PARTNER for at least 3 months with a physical store location.
- d) Have been open to the public for at least 6 months.

- e) Have no more than three store locations in the country where the PARTNER is based.
- f) Be an independently owned business.
- g) Have 50 or less employees in each store location.
- h) Have a revenue of 2M € (equivalent in NGN) or less per store location in the last 12 months.
- i) Submit the application within the 1 month from the date on which the natural disaster or political conflict was declared by the competent authority.

GLOVO reserves the right to require the PARTNER to provide sufficient documentation evidencing the eligible criteria set out above. The documents that GLOVO may require, including, but not limited to, lease agreements, extracts from public registries, financial statements, pictures and/or videos of the affected stores, among others).

The PARTNER may submit the application under the typeform available at the following website: sell.glovoapp.com. Applications must be submitted within 1 month of the declared disaster or conflict.

The PARTNER acknowledges that GLOVO will provide Crisis Relief Funds Support on a first come-first serve basis. Therefore, if more than one partner applies for a Crisis Relief Fund Support in the same country, the one applying first will have preference on getting benefit from the Crisis Relief Fund Support before the rest of partners who applied after.

The PARTNER also acknowledges that, in view of the financial conditions of GLOVO at the time of receiving PARTNER's application, it may happen that GLOVO is not able to provide financial assistance to every partner that applies for a Crisis Relief Fund Support.

FOURTH. TYPE OF SUPPORT

If the PARTNER complies with the previous eligibility clause, it will be entitled to a different type of support depending on the following criteria at the moment of the application:

- a) **If the PARTNER's infrastructure was severely damaged and is not able to operate.** GLOVO commits to pay back the commission on orders of the 3 previous months from the application with a maximum of € 1,633.
- b) **If the PARTNER is still able to operate.** GLOVO commits to reduce the commission on the orders of the following 3 months from the application to 0.01%.

Furthermore, in either situation GLOVO reserves the right to **activate a promo campaign**, committing to give the PARTNER with extra visibility in the GLOVO APP as well as promotions.

FIFTH. FINANCIAL CONDITIONS.

Once the type of support has been determined, GLOVO shall have the freedom to decide how the specified support will be implemented for the PARTNER.



In this regard, GLOVO will contact the PARTNER to inform about the type of support that would be provided, if eligible.

SIXTH. USE OF THE SUPPORT RECEIVED BY THE PARTNER

The PARTNER commits to use the support received by GLOVO through the Crisis Relief Support for any expense related to the loss in revenue as a direct result of the natural disaster or political conflict declared, not covered by the PARTNER's insurance, such as payments of principal or interest on any mortgage obligation, rent payments, including rent under a lease agreement, utilities, maintenance, supplies and materials, food and beverage inventory, covered supplier costs, business operational expenses and any other expense essential to maintain operations.

SEVENTH. TERMINATION

Both Parties may terminate this Agreement by giving the other Party at least thirty (30) days' written notice.

Either Party may terminate this Agreement with immediate effect in the event of breach by the other Party of any of its obligations unless the breach is rectified within fifteen (15) days following the affected non-breaching party's notification of the breach.

EIGHTH. THE PARTIES' OBLIGATIONS

The Parties undertake to cooperate with each other at all times in accordance with the principles of good faith and efficiency in order to ensure the proper performance of everything agreed to herein.

NINTH. DATA PROTECTION

The Parties acknowledge, and state that they are in compliance with, the national and regional data protection legislation applicable to them in the pursuit of their respective economic activities. If a party has access to personal data for which the other Party is the controller, it shall use such data solely for the purposes envisaged herein, in any event in accordance with the instructions provided by the controller and processing the data on the latter's behalf.

Each Party shall be liable for any infringements that may be incurred by it if it uses the data for any purposes other than as provided herein and for failing to put in place the necessary measures to ensure the security of the data received. Thus, the PARTNER may only subcontract the services covered by this Agreement to any third parties with GLOVO's prior express authorisation.

Where so required by the applicable law, the Parties must sign a Data Processing Agreement (hereinafter, a "DPA") laying down the responsibilities and obligations set forth in the applicable law that may be applicable to the acceptance of this Agreement.

TENTH. INTELLECTUAL PROPERTY

The PARTNER acknowledges and accepts that all brands identified by GLOVO (including, without limitation, all trademarks whether registered or not, domain name, software programming and other creations related to the App that are subject to Industrial and Intellectual Property rights, including any possible future modifications thereof) are valid and existing brands of GLOVO and belong solely and exclusively to it. Nothing in this Agreement gives the PARTNER any right, title or interest to or in any brand belonging to GLOVO. Furthermore, the PARTNER expressly acknowledges the value associated with GLOVO's trademarks and accepts that any increase in value in the trademarks that may result from its use thereof will be solely for GLOVO's benefit.

The PARTNER must request GLOVO's prior express approval to use and/or insert GLOVO's name, brand, logo, advertising communication

or any other distinctive signs of GLOVO before publishing any promotions.

During the term of this Agreement, the PARTNER grants GLOVO, freely and free of charge, a non-exclusive worldwide licence and the right to use its Intellectual Property, including the right to use its trademarks, logos, trade names and any other Intellectual Property rights that may be relevant. The PARTNER grants the above-mentioned licence and rights to GLOVO, and GLOVO shall be entitled to use them, for the performance of this Agreement and for any other related purposes, including a possible public announcement of this partnership. The PARTNER represents, warrants and accepts that it has full, lawful and peaceful ownership of its Intellectual Property (either through ownership or under a valid licence), that it has the right to license or sub-license its use to GLOVO for the purposes of this Agreement, and that it is not aware of its Intellectual Property rights being infringed by any third parties.

Notwithstanding the foregoing, in no event is the PARTNER hereby transferring its Intellectual Property to GLOVO. GLOVO acknowledges and accepts that all brands identified by the PARTNER as its own are valid trademarks solely and exclusively belonging to it.

The Parties undertake to each other to refrain from harming or in any way damaging the other Party's image and prestige by using each other's trademark to identify themselves as associates to the public through any that use them. If one of the Parties directly or indirectly carries out any actions that may harm or damage the other Party's image and prestige, the affected party reserves the right to take legal action as well as claim for damages. Furthermore, both parties acknowledge that they shall not acquire or seek to acquire any rights, title or interest in or to the other party's TRADEMARK and/or distinctive signs either during the term of this Agreement or after its expiry.

ELEVENTH. CONFIDENTIALITY AND NO COMPETITION

The Parties undertake to keep secret any and all confidential information that they may have received or obtained in connection with this Agreement and to use it for the sole purpose of performing this Agreement. The Parties also undertake to ensure that their representatives keep any and all confidential information secret and to use it only in connection with this Agreement, accepting liability for any breach by their Representatives.

Notwithstanding the termination or cancellation of this Agreement, the Parties must observe the confidentiality obligations envisaged herein for a term of five (5) years from its date of termination or cancellation.

TWELFTH. COMPLIANCE

In fulfilling its obligations under the Agreement, the PARTNER, its employees, agents and representatives must fully comply with all applicable local laws regarding anti-bribery, AML/CFT, antitrust and other applications to the activity. In addition to conducting its activities, in accordance with the strictest concepts and principles of ethics, integrity and good faith, avoiding by itself and/or through third parties, participation in illicit commercial activities.

The PARTNER hereby declares to be in compliance with Glovo Standards of Ethics & Business Conduct for Third Parties (the "Guidelines") and declares that it has become aware of its content and guarantees that it will not violate the provisions contained therein. The PARTNER can find the Guidelines and other policies at Glovo Compliance website:
<https://compliance.glovoapp.com/public/compliance>.

When requested, the PARTNER undertakes to provide, within a maximum of 30 (thirty) days corroborating documents regarding the lawfulness of the activities in an organized and valid manner, as well as supplementary clarifications about its business for audit purposes, if



required. Failure to provide the documents will result in the suspension of the transfer until the actual delivery of the documents requested by GLOVO.

THIRTEENTH. MISCELLANEOUS

The Parties are legally, economically and financially separate and independent organisations, and this Contract does not give rise to any relationship of agency, distribution and/or commercial representation of any kind between them.

The Parties declare under oath that they are solely liable for and vis-à-vis the employees under their responsibility or for any kind of Civil, Commercial, Criminal or Employer's Liability or any others that may arise from their commercial activities, particularly in relation to each of the Parties' advertising.

Neither Party is hereby authorised or vested with authority to act as the other party's representative or to enter into contracts or business transactions or assume obligations in the other party's name or on its behalf, or to bind the other Party in any way.

Neither Party may, without the other Party's prior express consent, assign or transfer, in full or in part, any of its rights or obligations acquired hereunder. However, GLOVO reserves the right to assign or transfer, in full or in part, any of its rights and/or obligations acquired by any of its related or affiliated companies, be they direct or indirect parents, affiliates or subsidiaries.

Failure by either Party to require strict performance of any obligation or condition established in this Agreement or any of the remedies envisaged herein shall be considered mere tolerance and shall not imply any modifications to the obligation or condition or the waiver of any right in the future, and neither will it affect the validity of this instrument or any of its conditions.

In the event of a dispute and/or disagreement regarding construction or application between the Agreement and the proposals or any other documents, the terms and conditions of this Agreement shall prevail for all legal purposes and effects.

FOURTEENTH. JURISDICTION

This Agreement is governed in accordance with the Laws of the Federal Republic of Nigeria.

The Parties shall endeavor to resolve any disputes that may arise in connection with the performance of this Agreement in an amicable manner. In the event of failure to reach an amicable solution, the Parties expressly agree to submit the construction, application or resolution of any legal disputes that may arise from this Agreement to the courts of Nigeria.