

## **Onboarding & Support Terms and Conditions**

These Onboarding and Support General Terms and Conditions (the "**O&S-GTC**") together with the Main Services Agreement (the "**MSA**") govern Choco's performance of the Onboarding and Support Services as described in the Order Form or agreed elsewhere between the Parties ("**O&S Services**") and the Parties' obligations in relation to that.

These O&S-GTC constitute an integral part of the Agreement entered into by and between Choco and Supplier. Capitalized terms not otherwise defined herein shall have the respective meanings assigned to them in the Agreement. In the event of any inconsistency between these O&S-GTC and the Agreement, the order of precedence prescribed in the MSA shall apply.

### **1. Provision of the O&S Services**

1.1 The Parties shall agree on a project plan for providing the O&S Services and Supplier shall appoint a project manager who will attend all the meetings and complete or arrange for completion of all Supplier activities as outlined in the project plan.

1.2 At the sole discretion of Choco, training may be given via workshops, training materials, dedicated point of contacts or any alternative methods. The Parties shall mutually agree on the time, duration, group of participants and location of such training. Unless otherwise agreed, training shall take place virtually. Both Parties shall be entitled to postpone agreed training dates with reasonable notice in advance of the agreed date.

1.3 Supplier asks Choco to onboard its Customers to the Cloud Service and Choco shall use commercially reasonable efforts to onboard them. Any contact with the Supplier's Customers made by Choco for this purpose is made exclusively on behalf and in the name of Supplier, as well as in accordance with the instructions issued by Supplier. The Parties shall agree on when, how and to what extent Choco should contact Supplier's Customers. In no case does Choco owe a duty to ensure a successful approach.

1.4 Subject to a respective agreement between the Parties, Choco shall create Choco Deliverables for the purpose of introducing the Cloud Service to Supplier's Customers. Supplier shall use the Choco Deliverables only for the purpose they are created for and shall be solely responsible for the use of the Choco Deliverables, including the uses made by Choco upon Supplier's instructions.

### **2. Supplier Obligations and Warranties**

2.1 Supplier shall provide Choco with all information, documents and other materials required for onboarding Supplier and its Customers to the Cloud Service, setting up their accounts and implementing the Cloud Service (the "**Supplier Deliverables**") in a timely manner upon Choco's request. Such information includes, without limitation, Supplier's delivery days, cut-off times and its product catalogue containing all the products in Supplier's product range together with their designation, product number, name, ID, availability, order unit, list price and image ("**Product Catalogue**"), which will be displayed in Supplier's account on the Cloud Service to

its Customers.

2.2 Supplier Deliverables also include a list of all - or the number specified in the Order Form – of Customers to be onboarded to the Cloud Service, including at least the customer number, name, address, telephone number, email address of the Customer, as well as telephone number and email address of one contact person, and order history of those Customers for the last two hundred (200) days in order to be turned into individual shopping lists for the Customers (“**Order Guide**”). Unless explicitly requested by Supplier, any Customer related information provided throughout the Agreement may be used by Choco for onboarding purposes.

2.3 If there are Customers who are already registered with the Cloud Service, Supplier shall provide the Order Guides of such Customers immediately upon signing the Agreement. If a Customer registers for the use of the Cloud Service for the first time, then Supplier shall provide Choco with the Order Guides of such Customers without undue delay (but no later than within twenty-four (24) hours). Supplier shall ensure that the products reported in the Order Guides are also listed in the Product Catalogue and that the products in the Order Guide and in the Product Catalogue can be assigned to each other by means of a clear, identical product number.

2.4 Supplier warrants that its directives in relation to O&S Services do not violate any applicable legal requirements or third-party rights and that all legal requirements are fulfilled to allow Choco to provide the O&S Services. In particular, Supplier warrants that it has obtained all necessary consents for Choco to legally contact its Customers for the provision of the O&S Services.

2.5 Supplier warrants that the individuals who are contacted by Choco upon the Supplier’s directives are authorized to represent the respective Customer and make use of the Cloud Service on behalf of the respective Customer.

### **3. Indemnification**

3.1 Supplier shall indemnify Choco, its employees, representatives, group companies against all third-party claims, demands, actions, proceedings, losses, fines, penalties, awards, liabilities, damages, compensation, settlements, charges and expenses (including legal costs) asserted against Choco in relation to performance of the O&S Services.

3.2 Choco shall inform Supplier without undue delay about any claims asserted by third parties and shall - upon request - provide the information and documents required for the defense. In addition, Choco shall at its own discretion either relinquish the defense to Supplier or engage in a defense in consultation with Supplier. In the absences of consultation with Supplier, Choco shall above all neither acknowledge nor dispute any claims asserted by third parties, except where Supplier has not responded to Choco's notification of the claim within a reasonable time period.

### **4. Warranty**

4.1 Except as provided otherwise in an Order Form, all warranties, representations, conditions and all other terms of any kind whatsoever implied by law are, to the fullest extent permitted by applicable law, excluded from these O&S-GTC.

