

## GENERAL TERMS

These General Terms are an integral part of the Agreement and shall apply to any relationship between GogoPlus and the Partner related to the use of the GogoPlus Platform.

### 1. Definitions

<b>Agency Fee</b>	means the fee payable by the Partner to GogoPlus per every event of sale of the Partner's Goods to a Client through the GogoPlus Platform for the provision of agency services by GogoPlus to the Partner.
<b>Agreed Percentage</b>	is the percentage that serves as the basis for the calculation of the Agency Fee as indicated in Schedule 2.
<b>Agreement</b>	means the agreement between GogoPlus and the Partner which consists of these General Terms and any Partner Specific Conditions that may be communicated by GogoPlus to the Partner through pharmacies@gogoplusonline.com or agreed in writing between GogoPlus and the Partner from time to time in derogation to the General Terms.
<b>GogoPlus</b>	means GogoPlus Company, address No. 5, Dome Gym.
<b>GogoPlus Partners</b>	means local representatives, local branches, agents appointed or mandated by GogoPlus.
<b>GogoPlus Platform</b>	means the medicine delivery platform operated by GogoPlus as the information society service, in a capacity of provider of the online intermediation services that (i) enables the Partner to market its Goods with delivery option to Users and enter into Sales Agreements for the sale of Goods to Clients, (ii) enables the Users to place Orders of Goods with the Partner, enter into the Sales Agreements as Clients and arrange the delivery of the Order from a Courier and (iii) enables the Courier to offer delivery services to the Clients for the delivery of the Orders.
<b>Client</b>	means any User of the GogoPlus Platform that has placed an Order and enters into a Sales Agreement with the Partner and a Delivery Agreement with the Courier.
<b>Confidential Information</b>	means know-how, trade secrets and other information of a confidential nature, including, without limitation, all proprietary technical, industrial and commercial information, customers' and suppliers' data and techniques in whatever form held as well as any information regarding the business; and the contents of the Agreement.
<b>Courier</b>	means a service provider who has been registered in the GogoPlus Platform as a provider of the delivery service with respect to Goods ordered through the GogoPlus Platform.
<b>Courier Terms</b>	means the terms and conditions applicable to the relationship between GogoPlus and the Couriers (and the Courier's employee / contractor should it be the case) in relation to the use of the GogoPlus Platform by the Couriers (and the Courier's employee / contractor should it be the case).
<b>Delivery Agreement</b>	means the agreement between the Client and the Courier for the delivery of the Order, concluded through the GogoPlus Platform.

<b>Goods</b>	means any goods that the Partner sells through the GogoPlus Platform
<b>Goods Price</b>	means the gross price (VAT included) that the Client must pay to the Partner for the ordered Goods.
<b>Opening Hours</b>	means the whole time of a day during which the Partner accepts Orders and prepares Goods for pickup by Courier (the Opening Hours indicated in the GogoPlus Platform may differ from the opening hours of the Partner's establishment).
<b>Order</b>	means the order of Goods that the Client has placed with the Partner through the GogoPlus Platform.
<b>Order Price</b>	means the (gross) price that the User has to pay for the purchase and delivery of the Order.
<b>Partner</b>	means the operator of any pharmacy that GogoPlus has concluded the Agreement with and where relevant, each and every establishment, through which the operator conducts its business.
<b>Partner Specific Conditions</b>	means the variations from the General Terms and Schedules regarding the Partner, communicated in writing by GogoPlus to the Partner through the email address pharmacies@gogoplusonline.com or agreed in writing between GogoPlus and the Partner from time to time, in derogation to the General Terms.
<b>Sales Agreement</b>	means the agreement between the Client and the Partner for the sale of Goods in accordance with the Order.
<b>User</b>	means any person that has registered a user account on the GogoPlus Platform and uses the services of the GogoPlus Platform through that user account.

## 2. LEGAL FRAMEWORK

- 2.1 GogoPlus Platform enables the Partner to solicit Orders of Goods from the Clients, which will be delivered to the Clients by the Couriers.
- 2.2 For the sale of Goods through the GogoPlus Platform, a Sales Agreement is concluded directly between the Client and the Partner. For the delivery of the Order, the Client enters a Delivery Agreement directly with the Courier. The Sales Agreement is deemed to be concluded from the moment that the Order is accepted by the Partner and the Courier, and an Order confirmation is sent to the Client. The Partner will be liable for the Goods (and production of Goods, if applicable) according to the Sales Agreement and the Courier will be liable for the delivery of the Order according to the Delivery Agreement.
- 2.3 By operating the GogoPlus Platform, GogoPlus acts only as a provider of the information society service and is neither a party to the Sales Agreement or the Delivery Agreement. GogoPlus is not the provider of the Goods or delivery services and is not liable in any way for the performance of the Sales Agreement or the Delivery Agreement.
- 2.4 By operating the GogoPlus Platform, GogoPlus acts as an independent agent for the Partners in relation to the brokerage of Sales Agreements between the Partners and the Clients. GogoPlus also acts as an independent agent for the Couriers in relation to the

brokerage of Delivery Agreements between the Couriers and the Clients. As an independent agent GogoPlus is authorized by each Partner and each Courier to receive payments from the Clients on behalf of and/or for the benefit of the respective principal and allocate the received funds to the respective Partner and Courier in accordance with these General Terms and Courier Terms.

### **3. PLACEMENT OF ORDERS**

- 3.1 When the Client has placed an Order, the Partner ensures that the confirmation of the Order will be decided within the time provided in Schedule 1 (Service Level Requirements). Upon Order Confirmation, the Sales Agreement enters into force between the Partner and the Client.
- 3.2 If the Partner cannot provide the Goods as requested in the Order, the Partner shall not confirm the Order in the GogoPlus Platform and shall notify GogoPlus through the live chat feature provided in the GogoPlus Platform. GogoPlus will contact the Client to agree on changing the Order. If successful, a new Order will be placed by the Client and the old Order will be cancelled by GogoPlus. If no agreement is reached, the Order will be cancelled by GogoPlus and the Client will receive full refund of the Order Price.
- 3.3 The Partner shall procure that the Orders are monitored in a constant manner during the Opening Hours of the Partner's establishment, in accordance with the requirements in Schedule 1 (Service Level Requirements) to these General Terms.
- 3.4 In case the Client wants to order products requiring age verification, he/she must confirm and/or prove his/her age as part of the ordering process. Further, the Courier delivering the Order may refuse to hand over the products requiring age verification, if the Client does not present a valid photo identification proving that he/she is old enough to legally purchase the products. Partner must distinctively provide information on all Goods with age restrictions.

### **4. FULFILMENT OF ORDERS**

- 4.1 The Partner shall be ready to launch the provision of services under the GogoPlus Platform from the moment its registration to the GogoPlus Platform has been confirmed. The detailed requirements and guidelines for the handling of Orders are provided in the Service Level Agreement.
- 4.2 The Partner shall use its best endeavors to ensure the availability of all Goods that are displayed in the GogoPlus Platform. If the Partner is likely to become unable to fulfil the Orders, the Partner will cease to accept any further Orders and mark itself as offline on the GogoPlus Platform until readiness to fulfil the Orders is restored.
- 4.3 The Partner shall ensure that the Goods prepared for delivery to the Client complies to the Order of the Client. The Partner shall do well to comply with specific instructions and requests of the Client, if applicable.
- 4.4 The Order shall be ready for pickup by the Courier, or the Courier's employee / contractor, within the timeframe specified in the Service Level Requirements.

- 4.5 The Partner shall ensure that the ordered Goods are properly packaged (incl. in accordance with all safety requirements), considering that the Courier, or the Courier's employee / contractor will only be required to pick up the packaged Order. The packaging may not include any logos or other advertising material of third parties.
- 4.6 GogoPlus, or any third party delegated by GogoPlus, shall have the right to inspect the process of the provision of services by the Partners at any time.

## **5. USE OF GOGOPLUS PLATFORM BY PARTNER**

- 5.1 The Partner will gain access to GogoPlus Platform through a user account. If the Partner operates its business through several establishments, each establishment is provided a separate sub-account to use the GogoPlus Platform. The account details for the Partner (and if applicable, the establishments) will be communicated to the Partner separately.
- 5.2 All information regarding the Partner, the Partner's establishments and their Goods is uploaded to the GogoPlus Platform by GogoPlus based on the information provided by the Partner. All Partners are displayed to the Client in a ranked sequence mainly based on Partner's ratings, the proximity to the Client, whether special discount or promotions are being offered to the Clients and frequency of use by the Client with the purpose of providing a personalized and efficient user experience for the Client. All information provided by the Partner, including the information regarding the Partner's establishment, Goods, Goods Prices, photos of the Goods and Opening Hours shall be accurate. GogoPlus will not change any information provided by the Partner regarding the Goods Prices unless the Partner so instructs.

## **6. FEES**

- 6.1 In consideration for GogoPlus's services as the provider of the online intermediation services in relation to the brokerage of the Sales Agreements, the Partner shall pay the Agency Fee to GogoPlus with respect to every Order of the Client made through the GogoPlus Platform. The Agency Fee is calculated as the Agreed Percentage from the aggregate gross Goods Price charged by the Partner for the Orders placed through the GogoPlus Platform during a particular reference period, save where Partner Specific Conditions apply.
- 6.2 All fees are subject to VAT, if applicable.
- 6.3 GogoPlus has the right to establish additional fees and update the Price List from time to time, by notifying the Partner thereof at least thirty (30) days in advance (as specified below)

## **7. INVOICES AND PAYMENTS**

- 7.1 The Partner shall prepare and issue to the Client the invoice for the Goods Price on its own behalf and accept the Client's payment for the invoice. The payment obligation of the

Client arising from the Sales Agreement is deemed to be fulfilled when the payment is credited onto the bank account of GogoPlus.

- 7.2 GogoPlus will forward the Goods Price payments (less any fees due to GogoPlus) for all completed and delivered Orders made through the GogoPlus Platform to the Partner for a given reference period, except for Orders for which the Courier paid the Goods Price to the Partner is cash, in which case the Partner will forward the Agency Fee to GogoPlus for a given reference period. If any deductions are due in relation to complaints, GogoPlus will render efforts to find the amicable solution with the Partner beforehand.
- 7.3 Payments will be made from GogoPlus to Partner at 8:00 pm GMT each day or 3 hours after the Opening Hours of the Partner, whichever comes first.

## **8. TERM TERMINATION AND SUSPENSION OF USE**

- 8.1 The Agreement is entered into for an unspecified period (without term). The Partner has the right to terminate the Agreement at any time by giving notice at least fifteen days in advance. GogoPlus has the right to terminate the Agreement at any time by giving notice at least thirty days in advance.
- 8.2 The notice period shall not apply, and the termination shall produce immediate effect, if GogoPlus:
- a. has a legal or regulatory obligation to terminate this agreement in a manner which does not allow it to respect that notice period.
  - b. can demonstrate that the Partner has repeatedly infringed any of the applicable terms and conditions (including those requirements provided under the Schedules herein).
- 8.3 If the Partner breaches any of its obligations under the Agreement, GogoPlus has the right to restrict or suspend the Partner from using the GogoPlus Platform without any obligation to compensate for the loss of profit.
- 8.4 If GogoPlus temporarily or permanently restricts, suspends, or terminates the Partner from using the GogoPlus Platform, it shall provide the latter with a statement of reasons, prior to or at the time of the restriction or suspension taking effect or at the time of termination notice. GogoPlus will provide the Partner with the opportunity to clarify the facts and circumstances that led to the restriction, suspension, or termination in the internal complaints-handling system of GogoPlus.
- 8.5 The Partner has the right to extraordinarily terminate the Agreement without a notice period, if GogoPlus fails to comply with or substantially breaches any of the obligations set forth in the Agreement or if GogoPlus has become insolvent.

## **9. LICENSING AND INTELLECTUAL PROPERTY RIGHTS**

- 9.1 GogoPlus grants a revocable, non-exclusive, non-transferable, non-sublicensable license to the Partner for the sole purpose of using the GogoPlus Platform to sell Goods.
- 9.2 By concluding the Agreement, the Partner grants a license to GogoPlus for displaying on the GogoPlus Platform and using in its marketing, all materials (including the photos of Goods) sent to GogoPlus by the Partner. The license is valid for the entire period of the

Agreement. The Partner procures that all material to be uploaded in the GogoPlus Platform by GogoPlus (including, but not limited to photos of the Goods) is free from third party rights.

- 9.3 All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of GogoPlus during the provision of services under the General Terms (including the GogoPlus Platform, Confidential Information and where relevant, photos of Goods), as well as all data and statistics about the sales made through the GogoPlus Platform belong to GogoPlus. The Partner shall not copy, modify, adapt, reverse-engineer, decompile or otherwise discover the source code of the GogoPlus Platform or any other software used by GogoPlus. GogoPlus shall maintain the data and statistics about the sales for each reference period for a period of one year after the end of said reference period.
- 9.4 The Partner agrees that GogoPlus may use the name, logo, or photos of the Partner in GogoPlus's advertising materials during the entire period of the Agreement.

## **10. CONFIDENTIALITY**

During the term of the Agreement and for a period of five years following the expiry or termination of the Agreement, GogoPlus and the Partner shall not disclose and shall maintain the confidentiality of all Confidential Information of the other party.

Confidential Information of the other party may be disclosed to third parties only subject to a prior written notice of the other party. Notwithstanding the above, Confidential Information may be disclosed to the party's attorneys, auditors, accountants, consultants, and subcontractors, provided that such persons perform their obligations in connection with the Agreement if subject to an identical or essentially identical confidentiality obligation.

## **11. LIABILITY AND INSURANCE**

GogoPlus or GogoPlus Partners are not liable for any indirect damage or loss of profit that the Partner may bear due to possible interruptions of availability or functioning of the GogoPlus Platform in any device. GogoPlus or GogoPlus Partners are not liable for any indirect damage or loss of profit, unless caused intentionally or due to gross negligence.

The Partner shall indemnify to GogoPlus or GogoPlus Partners, all extra costs that GogoPlus or GogoPlus Partners, may incur due to the Partner breaching its obligations under the Agreement (e.g., and not limited to the costs of having the Courier, or the Courier's employee / contractor, return to the Partner before delivery of the Order to the Client, to retrieve Goods that the Partner initially failed to include in the Order).

## **12. MISCELLANEOUS**

If there is a conflict between the Partner Specific Conditions, the General Terms, Schedules, or any other document incorporated by reference into the Agreement, then precedence shall be

given first to the Partner Specific Conditions, second to the General Terms, third to the Schedules and fourth to any other document incorporated by reference into the Agreement.

GogoPlus reserves the right to update the Agreement anytime, by uploading the revised version on the General Terms on their webpage or by notifying the Partner of Partner Specific Conditions.

Any changes will be notified on a durable medium to the Partner within a set notice period which is reasonable and proportionate considering the specific circumstances and which is at least 15 days from notification. GogoPlus will grant longer notice periods when this is necessary to allow technical or commercial adaptations to comply with the changes. This 15 days' notice period shall not apply where GogoPlus:

- a. is subject to a legal or regulatory obligation which requires it to change its terms and conditions in a manner which does not allow it to respect the 15 days' notice period.
- b. must change its terms and conditions to address an unforeseen and imminent danger related to defending the online intermediation services, consumers or business users from fraud, malware, spam, data breaches or other cybersecurity risks.

If the Partner does not agree to the updated Agreement, it should be communicated to GogoPlus to terminate the Agreement and discontinue the use of the GogoPlus Platform.