



AGREEMENT REGARDING MENUPAY

Company:

MENUPAY:

Company: _____

MENUPAY ApS

CVR-no.: _____

CVR-no.: 33784872

Address: _____

Taastrup Hovedgade 101, 2.

Postal code/city: _____

DK-2630 Taastrup

1 BACKGROUND

- 1.1 MENUPAY offers companies and their employees a nationally spanning discount program with a company agreement, employee discounts and event-service on a long list of restaurants (“the service”).
- 1.2 Parties agree to sign this Agreement, including enclosures (henceforth the complete “Agreement”) regarding MENUPAY’s delivery of The Service to the company on the following conditions.
- 1.3 MENUPAY General Membership Terms and Conditions are attached to and form part of this Agreement. By agreeing to the Agreement, the Company declares to have reviewed and approved the General Membership Terms and Conditions.

2 MENUPAY’S SERVICES

- 2.1 MENUPAY has made agreements with a number of restaurants where the Company’s employees (“Users”) obtain discounts on restaurant visits, takeaway/ready-to-cook, events, gifts and stays by using and paying with the MENUPAY app. When the company has signed an agreement with MENUPAY, the company can offer the Service to its employees, which obtains discounts on both business and private purchases.
- 2.2 MENUPAY offers a free portal (menupay.com/en/search/business with associated pages) and a mobile application for iOS and Android for the company’s Users. MENUPAY offers furthermore the company insight into all business-related visits made by any user affiliated with the Company.

3 THE COMPANY’S SERVICES

- 3.1 The Company is committed to throughout the duration of the Agreement, to introduce the Agreement to all relevant employees via the intranet news and/or other media. It is a goal to bring quarterly news to remind the staff about MENUPAY and to ensure maximum savings and awareness. Besides, MENUPAY will approach via external social media e.g. LinkedIn, Facebook and the like to ensure maximum effect.
- 3.2 Promote the Agreement to all relevant employees, specially including the fact that MENUPAY both can be used for professional and personal purposes.
- 3.3 Allow MENUPAY to write about MENUPAY to all who are assigned to MENUPAY. Users can choose to unsubscribe from this information.



4 CONTACT PERSON

- 4.1 The company must appoint a person to be the contact person for MENUPAY.
- 4.2 Only the appointed contact person may address MENUPAY on company matters, all other refer to MENUPAY's support.

5 REFERENCE AND ADVERTISING

- 5.1 MENUPAY can legitimately use the company's name and logo for internal and external use such as presentations to existing partners and negotiations of discounts and bonus agreements.

6 PRICING AND SUBSCRIPTION

- 6.1 The annual subscription fee (subscription) by joining MENUPAY business is agreed to be DKK 0,-.
- 6.2 Within the agreed subscription, the Company can assign an unlimited number of users and the Company can continuously subscribe and unsubscribe users.

7 DURATION

- 7.1 The Membership is valid from the Parties have agreed to this Agreement and runs until terminated by one of the parties with 30 days written notice.

8 SIGNATURES

On behalf of the Company:

Taastrup,
On behalf of MENUPAY ApS:

Kia Russ, Customer Manager



ENCLOSURE 1

General Terms and Conditions for MENUPAY ApS

1 BACKGROUND

1.1 The enclosed General Terms and Conditions are an integrated part of the Parties' Agreement between MENUPAY and the Company. The General Terms and Conditions are a legally binding agreement the Company and MENUPAY, accepted through signing the Parties' Agreement, unless otherwise specified and agreed upon between the Company and MENUPAY.

2 DEFINITION

2.1 The following definitions - as indicated below - are used, unless otherwise stated or clearly specified in the text.

"Agreement" means the Agreement that is entered between the Parties.

"Conditions" means these general Terms and Conditions.

"Users" means the by the Company assigned Users who can obtain the discount.

"Contact" means the person appointed by the Company to handle the contact with MENUPAY.

"MENUPAY" means MENUPAY ApS.

"Parties" means MENUPAY and the Company together.

"Dining places" means restaurants and other dining places which have entered agreements with MENUPAY.

"The Company" means the Company which has entered an Agreement with MENUPAY.

3 USE OF THE MENUPAY APP

3.1 The user must download the MENUPAY app and set up a user profile in order to be able to use MENUPAY Services.

3.2 The User's use of the MENUPAY app and associated services must follow the in force at any time member condition <https://menupay.com/en/medlems-betingelser>.

3.3 Provided that a user loses their affiliation to the Company, the user will lose the privileges stated in this Agreement.

4 REPLACEMENT OF DINING PLACES

4.1 The Dining Places have entered an Agreement with MENUPAY. This Agreement may be terminated by both the Dining place and by MENUPAY. There will during the agreement period be an access and a leave of Dining Places.

4.2 MENUPAY does not guarantee which Dining Places that are covered by the Agreement, and MENUPAY cannot be held responsible for leave of Dining places.

4.3 MENUPAY conveys a list of Dining places that provides discount. MENUPAY is not responsible for misleading information and misstatements about the Dining places covered by the agreement.



5 ACCESSIBILITY

5.1 MENUPAY aims to maintain a high level of up-time for the MENUPAY website and mobile application. A high level of up-time cannot be guaranteed however. It can occur that the MENUPAY website or mobile application can be fully or partly unavailable, among other times during technical maintenance.

5.2 Unavailability of the website or mobile application does not count as absence and MENUPAY is not responsible for any potential losses or inconvenience this may cause.

6 SUBSCRIPTION AND PAYMENT

6.1 The subscription appears from the Agreement and includes all MENUPAY Services.

6.2 All statements of amounts do not include VAT.

7 COMPLAINTS

7.1 Any complaints about the Dining Places' handling of the MENUPAY Scheme should be directed to the Dining place or sent to kontakt@menupay.com by the Contact.

7.2 If there should be any problems with the MENUPAY app the Contact should report it to kontakt@menupay.com.

8 MISUSE

8.1 If MENUPAY becomes aware of misuse of MENUPAY benefits, MENUPAY terminates the Agreement with the Company without notice and in serious cases report the abuse to the authorities.

9 DISCLAIMER

9.1 MENUPAY is not responsible for profitability, usability, unauthorised use of the Company's Agreement, incorrectly quoted prices or out of stock goods related to e.g. booking of table or use of MENUPAY app.

9.2 The Company can under no circumstances make demands against MENUPAY provided that the demand is derived from the relationship between MENUPAY and the User.

9.3 MENUPAY is in all instances not responsible for indirect losses, consequential damages, loss of operation, loss of data and expenses lost to reestablishment and loss of profit and other business-related losses.

9.4 MENUPAY cannot incur liability / or be charged payment for circumstances exceeding the total price of the MENUPAY subscription according to the Agreement for a period of 12 months ahead of the point in time, where the demand is invoked.

10 IMMATERIAL RIGHTS

10.1 MENUPAY reserves all immaterial rights related to the Agreement. This includes, but is not limited to trademark rights, distinctive business identification marks, copyrights, design rights, knowhow etc.

10.2 Upon termination of the Agreement, regardless of reasoning, both Parties must cease the use of the other Part's name, trademark, distinctive business identification marks with regard to marketing and advertising.



11 FORCE MAJEURE

- 11.1 MENUPAY cannot be held accountable for circumstances falling under force majeure, including, but not limited to war, riots, terror, rebellion, strike, fire, natural disasters, currency restrictions, restrictions regarding imports and exports, interruption of all communicative remembrance, interruption or failure of power supply, governmental data plants and communications systems, prolonged illness of key employees, virus and commencement of force majeure at sub-suppliers.
- 11.2 Force majeure can at its most be invoked with the number of work days the force majeure case spans.

12 CONFIDENTIALITY

- 12.1 The Parties are mutually obliged to keep the contents of the Agreement confidential, as well as what they know or may have experienced during the negotiation or implementation of the Agreement.

13 HANDOVERS OF AGREEMENT

- 13.1 This Agreement follows the Company, for which reason the Company solely can handover rights and obligations according to this Agreement to a third party with consent in writing from MENUPAY.
- 13.2 MENUPAY can without consent from the Company handover the Agreement to a third party.

14 APPLICABLE LAW AND JURISDICTION

- 14.1 This Agreement is subject to Danish jurisdiction with the exception of Danish law rules that may lead to the use of a non-Danish law.
- 14.2 Any dispute regarding this Agreement must be settled by the Maritime and Commercial High Court.

Last revised on the 10th of March 2018