

Master Services Agreement

The Parties:

- (A) The Provider: e-restaurants services SINGLE MEMBER PRIVATE COMPANY, a company incorporated and registered in Greece, with offices at: Charalampi 18, 26225 Patra, with the registration number: EL802172747
 - (B) The Client: Restaurant
registered in
at Address
with registration number:
 - (C) Third-Party Signatory: The representative of the Client
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Agreed Terms:

1. The Provider will promote and advertise the Client through its portal, including services and photos provided by the Client and via other Digital Channels such as, but not limited to, Search Engines and Social Media Profiles. The Provider holds no responsibility for the accuracy of the content provided or for third-party copyright issues. The Provider may use this content freely for promotional purposes without the Client's further consent.
2. The Client must notify the Provider of any updates or changes to their listing. The Client must provide updates regarding the restaurant, including name, location, menu, etc.
3. The Provider offers the possibility of online reservations on behalf of the Client via its platform, partner platforms or third parties. Reservations may occur through various methods (online form, phone line, etc.). These services are referred to as the "Reservation System."
4. The Client will receive username and password credentials for access to The Clients Control Panel system in order to manage all services such as reservations, billing, access rights to the system, reservation communications channels etc.
5. Each time a User places a reservation via the Reservation System for the Client, The Client will Receive a notification via the Channels selected by the Client. These channels include, but are not limited to, WhatsApp and Viber Messaging, Email and the Control Panel, and are decided by the Client.
6. The Client is obliged to honour reservations when there is availability and confirm them within **30 minutes**. In case of no-shows or attendance discrepancies, the Client must notify the platform within **48 hours via any of the available digital means**. If a restaurant doesn't reply to a reservation within 30 minutes of receiving it (within Clients working hours), the Provider has the right to mark the reservation as Missed (Terminology) and suggest an alternative Restaurant to the User.
7. The Client agrees that the platform's system records (software) are definitive and cannot be disputed.

8. Client is offered a free of charge period until the _____ within which The Client may terminate the service without any penalties. within the trial period and No charges will be made during this free period.
 9. All communication may be recorded for quality and contract purposes.
 10. The Third-Party Signatory guarantees all obligations of the Client jointly and fully.
 11. The Provider may assign or transfer this agreement to another company without prior written approval from the Client.
 12. Prices **do not include VAT (not applicable in cross-EU transactions)**, unless stated otherwise.
 13. The Provider retains exclusive rights over all marketing material. The Client may not use or transfer these materials.
 14. Any disputes will be settled in the courts of **Patras, Greece**.
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Fees, Invoicing and Payment

- One-time listing setup fee: **€0**
- **Monthly subscription Fee: €0**
- Fees per Person: **€**
- **Free Until:**

Payment notifications will be issued monthly, payable within **10 days by the Client**. An invoice will be sent to the Client after the Client pays the outstanding amount due based on the Business Details that the Third-Party has stated to the Provider. The Client is not charged for persons in reservations that have been Rejected (Terminology) by the client or are Undisputed No Show Reservations (Terminology). If the Client fails to pay the outstanding amount within the above period, then the Provider has the right to charge Admin fee per calendar month of 50€ for billing follow up with the Third-Party. All other reservations are charged as mentioned above. If the agreement is not renewed, the Client must settle any outstanding balance within **10 calendar days**. The provider's software logs are final and accepted by the Client as valid evidence.

DATA PROTECTION CLAUSE

- Both parties agree to confidentiality and GDPR compliance.
 - No unauthorized access, sharing, or misuse of personal data is allowed.
 - Any data breach must be reported immediately.
 - The Client is responsible for staff training on data handling.
 - The Client must inform data subjects about data usage, processing purpose, legal basis and rights.
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CONFIDENTIALITY



The Parties acknowledge that by reason of their relationship hereunder, each Party may disclose or provide access to certain Confidential Information to the other. "Confidential Information" shall mean:

information concerning a Party's products, business and operations, including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property of a Party and its affiliates that may be at any time furnished, communicated or delivered to a Party, whether in oral, tangible, electronic or other form;

the terms of any agreement, including this Agreement, as well as the discussions, negotiations and proposals related to any agreement; information acquired during any tours of, or while present at, a Party's facilities; and all other non-public information provided by a Party hereunder. All Confidential Information shall remain the exclusive property of the disclosing Party.

The Receiving Party shall maintain the disclosing Party's Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors and representatives who: (i) have a need to know such Confidential Information in order to fulfil the business affairs and transactions between the Parties contemplated by this Agreement; (ii) have been informed of the confidential nature of the Confidential information provided by the disclosing Party and the receiving Party's obligations with respect thereto; and (iii) are under confidentiality obligations that are no less restrictive as than this Agreement. The Receiving Party shall use the same degree of care, as it uses with its own similar information, but not less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Each Party shall only use the Confidential Information to fulfil its obligations under this Agreement and agrees not to use the other Party's Confidential Information for any other purpose or for the benefit of any third party.

Terms and Termination

This Agreement shall commence on the Effective Date and shall remain in effect for an initial period of twelve (12) months (the "Initial Term").

Upon the expiration of the Initial Term, the Agreement shall automatically renew for additional successive twelve (12) month terms (each a "Renewal Term"), unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term.

The Provider may unilaterally terminate the agreement if the Client violates its terms. In case of termination, all outstanding charges become immediately due and payable. In order for a

restaurant to be deactivated, all outstanding balances have to be paid in full. Final Balance of a restaurant includes Completed, Missed, Accepted and Disputed No Show Reservations.

Terminology

Accepted Reservation: Reservations that have been accepted by the Client.

Rejected Reservation: Reservations that have not been accepted by the Client.

Missed Reservations: Reservations that have not been accepted or Rejected by the Client within the Clients 30-minute reply window (within Clients operating hours).

Completed Reservation: Reservations that have been accepted by the Client and have visited the restaurant in Full or at attendance number that has been updated by the Client.

Undisputed No Show Reservation: Reservations that have not Showed at the Client.

Disputed No Show Reservation: Reservations that the Client has marked as No Show but the User has provided evidence to the Provider that the Reservation has been honoured by the User.

User: Is the person that places a reservation in the Reservations System to the Client.

For The Provider

lordanis lordanidis

For The Client