Case EC/12LD

Commitment made by Kangaroo Limited to the Competition Commission pursuant to section 60 of the Competition Ordinance (Cap. 619)

Recitals

(1) Keeta agrees to make the following Commitment under section 60 of the Ordinance, with the objective of addressing the Commission's concerns about a possible contravention of the First Conduct Rule under section 6(1) of the Ordinance in respect of Keeta's provision of the Relevant Services to its Partner Restaurants through its Platform in Hong Kong.

(2) In particular, the Commission has concerns about Keeta:

a. imposing terms and conditions which (i) offer lower commission rates to Partner Restaurants who partner exclusively with Keeta for the Relevant Services, and (ii) hinder the ability of Partner Restaurants to switch from Exclusive Terms to Non-Exclusive Terms; and

b. preventing Partner Restaurants from charging prices for their menu items on their own direct delivery and dine-in channels and on other Platforms offering the Relevant Services that are lower than those charged for those items on Keeta's Platform for Order to Deliver Services, including by means of the right for Keeta to adjust prices charged by Partner Restaurants for those items on Keeta's Platform to achieve the same effect.

(3) The Commission is concerned that the conduct set out in recital (2) above may have the effect of preventing, restricting or distorting competition in the Order to Deliver Services market in Hong Kong in the following respects:

a. the conduct described in recitals (2)a above may have the effect of foreclosing Low Market Share Platforms from the Order to Deliver Services market in Hong Kong, by deterring restaurants from using Low Market Share Platforms and by creating a barrier to entry and in particular expansion for such Platforms; and

b. the price parity requirements set out in recital (2)b above may have the effect of preventing Partner Restaurants from setting lower prices on their direct delivery and dine-in channels or competing Platforms, or of decreasing incentives of restaurants to do so, thus reducing

Keeta's need to compete with Partner Restaurants' direct channels as well as the need of Keeta and other Platforms to compete with each other.

(4) The Commitment is offered on a voluntary basis by Keeta in return for the Commission, in accordance with section 60(4) of the Ordinance, not continuing its investigation and not bringing proceedings in the Tribunal in Case EC/12LD insofar as that investigation or those proceedings relate to matters that are addressed by this Commitment.

(5) The offering of this Commitment by Keeta does not constitute an admission by Keeta of a contravention of the First Conduct Rule.

(6) In view of the potential for market developments to occur before this Commitment expires in accordance with its terms, mechanisms are included which allow for its operation to be varied on the occurrence of specified events. These are calculated by reference to the market shares of Keeta and third parties. Such mechanism is without prejudice to the general powers of the Commission to vary, substitute or release commitments pursuant to section 62 of the Ordinance. In giving the Commitment including these terms, Keeta recognises the need for it to provide, when seeking to avail itself of such mechanisms, market share data based on order values which are so far as reasonably practicable full, complete and calculated so as to give a fair and accurate representation of the market positions of itself and third parties.

(7) For the avoidance of doubt, Keeta has agreed to voluntarily amend the Relevant Provisions in its Agreements with Partner Restaurants and offer this Commitment in parallel under a two-step process. Prior to the Effective Date, Keeta has already commenced the process of the amendment of contractual documentation and the general publication pursuant to clauses 2.4 to 2.6 of this Commitment.

1. Interpretation

1.1. For the purpose of this Commitment, the following terms shall have the following meanings:

a. **"10% Market Share"** means a monthly market share by order value, measured in any calendar month since the Effective Date, of 10% for Order to Deliver Services;

b. **"30% Market Share"** means a monthly market share by order value, measured in two consecutive calendar months since the Effective Date, of 30% for Order to Deliver Services;

c. **"Affiliate"** means a subsidiary controlled by the entity concerned, a holding company controlling the entity concerned, or a subsidiary controlled by such a holding company;

d. **"Agreement"** means any agreement, arrangement, understanding, promise or undertaking, whether express or implied, written or oral, and whether or not enforceable or intended to be enforceable by legal proceedings;

e. **"Breach of Exclusivity Provisions"** means any provisions contained in any of Keeta's Agreements with Partner Restaurants in relation to switching from Exclusive Terms to Non-Exclusive Terms, insofar as such provisions:

   (i) require a minimum of 90 days' notice by a Partner Restaurant to Keeta to switch from Exclusive Terms to Non-Exclusive Terms;

   (ii) restrict Partner Restaurants from approaching for talks or negotiations, entering into any Agreement or otherwise have any dealings with any third party Platform; or

   (iii) in any other way restrict Partner Restaurants from, or penalise them for, switching from Exclusive Terms to Non-Exclusive Terms,

(for the avoidance of doubt, not including provisions (i) pursuant to which Keeta charges the Non-Exclusive Commission Rate to Partner Restaurants which switch from Exclusive Terms to Non-Exclusive Terms or (ii) permitted by operation of clause 2.4 below);

f. **"Commission"** means the Competition Commission established by section 129 of the Ordinance;

g. **"Commitment"** means the commitment made by Keeta hereunder pursuant to section 60 of the Ordinance;

h. **"Court"** means the Tribunal, and other courts of Hong Kong;

i. **"Customer"** means any person who purchases food and/or beverages in Hong Kong;

j. **"Effective Date"** means the date on which Keeta receives a Notice of Acceptance from the Commission;

k. **"Exclusive Commission Rate"** means the commission rate that Keeta charges Partner Restaurants under the Exclusive Terms;

l. **"Exclusive Terms"**[1] means the terms contained in any of Keeta's Agreements with Partner Restaurants that apply the Exclusive Commission Rate and require the Partner Restaurant to partner only with Keeta;

m. **"Foodpanda"** means Delivery Hero Food Hong Kong Limited (prior to 16 September 2020 known as Rocket Food Limited), including entities over which Delivery Hero Food Hong Kong Limited directly or indirectly holds or acquires a controlling interest, and in respect of all Platforms that Delivery Hero Food Hong Kong Limited operates now or in the future in Hong Kong, and which relate to the provision of the Relevant Services;

n. **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;

o. **"Keeta"** means Kangaroo Limited, including entities over which Kangaroo Limited directly or indirectly holds or acquires a controlling interest, and in respect of all Platforms that Kangaroo Limited operates now or in the future in Hong Kong;

p. **"Low Market Share Platform"** means a Platform with a Market Share of 10% or less (as demonstrated by Keeta to the Commission pursuant to clause 3.6 or 3.7 below) either alone, or together with other Platform(s) operated by the same company (including Affiliates);

q. **"Non-Exclusive Commission Rate"** means the commission rate that Keeta charges Partner Restaurants under the Non-Exclusive Terms;

r. **"Non-Exclusive Terms"** means the terms which Keeta applies to a Partner Restaurant where the Exclusive Terms do not apply;

s. **"Notice of Acceptance"** means a notice in writing provided by the Commission to Keeta under section 60(6)(a) of the Ordinance of the Commission's decision to accept the Commitment;

t. **"Order to Deliver Services"** means the services in Hong Kong whereby Customers order prepared food and/or beverage items from Restaurants on a Platform which is not an Affiliate

[1] Referred to in Keeta's Agreements with Partner Restaurants as Preferred Partnership.

of the relevant Restaurant, and the Platform or the relevant Restaurant arranges delivery of the food and/or beverages from the relevant Restaurant to Customers;

u. **"Order to Pick Up Services"** means the services in Hong Kong whereby Customers order prepared food and/or beverage items from Restaurants on a Platform which is not an Affiliate of the relevant Restaurant for pick up by the Customer from the relevant Restaurant;

v. **"Ordinance"** means the Competition Ordinance (Cap. 619);

w. **"Outlet Expansion Terms"** means terms pursuant to which Keeta pays a certain amount to a Restaurant for the purposes of meeting such Restaurants' capital expenditure needs, including but not limited to setting up new restaurant location(s), or expanding existing restaurant venues, of that Restaurant;

x. **"Partner Restaurant"** means any Restaurant which acquires one or both of the Relevant Services from Keeta, other than Restaurants subject to Outlet Expansion Terms or Profit Guarantee Terms;

y. **"Platform"** means an online platform offering Relevant Services;

z. **"Price Restriction Provisions"** means any provisions contained in any of Keeta's Agreements with Partner Restaurants, insofar as such provisions (i) prevent Partner Restaurants from charging prices for their menu items on their own direct delivery and dine-in channels and on other Platforms that are lower than those charged for those items by Keeta for Order to Deliver Services; or (ii) permit Keeta to adjust prices charged by Partner Restaurants for those items on Keeta's Platform for Order to Deliver Services to achieve the same effect (for the avoidance of doubt, this does not prevent Keeta from decreasing prices displayed on its Platform in ways that do not affect the prices charged by its Partner Restaurants);

aa. "**Profit Guarantee Terms**" means terms pursuant to which Keeta guarantees that a Restaurant will receive a target amount of gross food value for the sale of food and/or beverages on Keeta's Platform for the purpose of facilitating investment in commercial initiatives by Keeta and the Restaurant;

bb. **"Relevant Provisions"** means the Breach of Exclusivity Provisions, and Price Restriction Provisions;

cc. **"Relevant Services"** means the provision of Order to Deliver Services and Order to Pick Up Services in Hong Kong;

dd. **"Restaurant"** means catering businesses that offer prepared food and/or beverage items for consumption on their premises in Hong Kong or take-away or pick-up, including full service restaurants, quick service restaurants, fast food restaurants, pizzerias, cafes, coffee shops and dessert shops, but excluding any businesses which Keeta (or its Affiliate) is the owner of the registered trademarks;

ee. **"Tribunal"** means the Competition Tribunal established by section 134 of the Ordinance.

1.2. For the purposes of calculating market shares, a market of only Platforms that provide Order to Deliver Services in Hong Kong is to be used. This is without prejudice to the position to be adopted by Keeta or the Commission in any other context or proceedings.

2. Substantive Commitment

Cessation of conduct

2.1. Keeta commits from the Effective Date not to enforce any Relevant Provisions with respect to any existing Agreements applicable to Partner Restaurants and issued before the Effective Date.

2.2. Keeta commits from the Effective Date not to enter into any new Agreement with a Partner Restaurant which includes any of the Relevant Provisions.

2.3. Notwithstanding the Exclusive Commission Rate, the Exclusive Terms or any other obligation of exclusivity agreed between Keeta and a Partner Restaurant, Keeta commits from the Effective Date not to prevent the Partner Restaurant from partnering, having any communication or entering into Agreements for the Relevant Services with any Low Market Share Platforms.

Amendment of contractual documentation

2.4. Within 90 calendar days from the Effective Date and insofar as Keeta has not done so prior to the Effective Date, Keeta will (i) amend its contractual documentation for existing Partner

Restaurants; and (ii) update its template Agreements for future Partner Restaurants, so as to in clear and unambiguous language:

a. remove any Relevant Provisions;

b. provide that Partner Restaurants may switch from Exclusive Terms to Non-Exclusive Terms and specify that the Breach of Exclusivity Provisions will not apply;

c. insofar as Partner Restaurants are required to provide notice to switch from Exclusive Terms to Non-Exclusive Terms, provide for a period of notification which does not exceed 2 months;

d. insofar as a Partner Restaurant may be subject to a clawback of the Exclusive Commission Rate where it fails to notify Keeta that it has started to work with another Platform (other than a Low Market Share Platform), provide that Keeta may charge Partner Restaurants retroactively the difference between the Exclusive Commission Rate and the Non-Exclusive Commission Rate only for the period:

   (i) starting from the date on which the Partner Restaurant started to work with the other Platform; or

   (ii) if Keeta is unable to ascertain the date on which the Partner Restaurant started to work with the other Platform for a period of 2 months from Keeta's discovery of the same;

e. specify an Exclusive Commission Rate, if Exclusive Terms have been agreed by both Keeta and the Partner Restaurant, and a Non-Exclusive Commission Rate in each Agreement entered into between Keeta and a Partner Restaurant, while not excluding the right of Keeta to apply different commission rates to different Partner Restaurants which may be revised from time to time;

f. specify that any Exclusive Commission Rate or obligation of exclusivity agreed between Keeta and a Partner Restaurant do not prevent the Partner Restaurant from partnering, having any communication or entering into Agreements for the Relevant Services with any Low Market Share Platform;

g. provide that Partner Restaurants may:

(i) charge prices for their menu items on their direct delivery channels that are lower than the prices which they charge on Keeta's Platform for Order to Deliver Services, subject to the condition that the latter prices may not exceed the Partner Restaurant's direct delivery channel price marked up by the commission rate charged by Keeta for Order to Deliver Services; and

(ii) charge prices for their menu items on their direct dine-in channels and on other Platforms providing Order to Deliver Services that are lower than the prices which they charge on Keeta's Platform for Order to Deliver Services; and

h. for the avoidance of doubt, notwithstanding clause 2.4(g), Keeta may offer compensation to Partner Restaurants that agree to match the prices they offer on Keeta's Platform with the prices on their direct delivery channels, with the effect that Keeta would absorb all of the commission charged by Keeta, so as to encourage lower prices for consumers.

General publication

2.5. Within 90 calendar days from the Effective Date and insofar as Keeta has not already done so prior to the Effective Date, Keeta will issue a communication to all Partner Restaurants which confirms in clear and unambiguous language the amendments made in Keeta's Agreements with Partner Restaurants in accordance with clause 2.4 above.

2.6. The communication in clause 2.5 should be undertaken according to one or more of the means which Keeta usually relies on to promote its products and services to its Partner Restaurants.

Non-circumvention

2.7. Keeta commits not to in any way circumvent, or otherwise frustrate the operation of, the Commitment.

3. Reporting on compliance with the Commitment

Written report

3.1. Within 120 calendar days from the Effective Date, Keeta will provide a written report to the Commission, signed by an authorised officer confirming that to the best of his/her knowledge, Keeta has abided by the Commitment set out in clauses 2.1 to 2.7 above.

3.2. The written report shall include, among other things, an explanation of the specific steps taken by Keeta to comply with the above clauses and copies of supporting documentation, including but not limited to:

a. copies of (i) amended contractual documentation pursuant to clause 2.4 above, including the effective date(s) of entry into force of the amended contractual documentation; and (ii) updated template Agreements with Partner Restaurants;

b. copies of relevant internal communications made to relevant staff members informing them that:

(i) pursuant to clause 2.1 above, any existing Relevant Provisions should not be enforced;

(ii) pursuant to clauses 2.2 and 2.4 above, the relevant amended versions of the contractual documentation and template Agreements should be issued and applied after the Effective Date;

(iii) pursuant to clause 2.3, Partner Restaurants should not be prevented from partnering, having any communication or entering into Agreements for the Relevant Services with any Low Market Share Platform;

c. copies of relevant communications with Keeta's existing Partner Restaurants notifying them of the amendments in accordance with clause 2.5 above.

d. as regard the Profit Guarantee Terms and the Outlet Expansion Terms:

(i) an inventory setting out all Restaurants and the number of their outlets subject to Profit Guarantee Terms or Outlet Expansion Terms; and

(ii) copies of all Restaurants' Agreements containing Profit Guarantee Terms or Outlet Expansion Terms.

Compliance statement

3.3. Keeta will provide a compliance statement to the Commission one month before the Commitment is due to expire in accordance with clause 4.2, signed by an authorised officer confirming that to the best of his/her knowledge, Keeta continues to abide by the Commitment set out in clauses 2.1 to 2.7 above.

3.4. The compliance statement shall provide the confirmation that Keeta has since the Effective Date:

a. not enforced the Relevant Provisions;

b. not included the Relevant Provisions in any new Agreements with Partner Restaurants;

c. not included the Relevant Provisions in any online or offline publications, communications or information leaflets; and

d. not received any complaints or has appropriately dealt with any complaints received regarding its compliance with this Commitment. If such complaints were received, details of the nature of such complaints and how they were dealt with should be provided as part of the compliance statement.

3.5. Keeta shall include the following documents when providing a compliance statement:

a. an up-to-date inventory setting out all Restaurants and the number of their outlets subject to Profit Guarantee Terms or Outlet Expansion Terms; and

b. copies of all Restaurants' Agreements containing Profit Guarantee Terms or Outlet Expansion Terms not previously provided to the Commission.

Amendment of the status of Low Market Share Platform

3.6. Should Keeta consider that a third party Platform is no longer a Low Market Share Platform on the basis that it exceeds a 10% Market Share, the following process shall apply:

a. Keeta may submit, no more than four times within a one-year period, the relevant market share calculations in support of its position to the Commission in writing, which must include the underlying data as well as a description of the data sources, how the data was collected, any assumptions used and the rationale for any underlying choices and assumptions made by Keeta so as to demonstrate that they give a fair and accurate representation of the market positions of itself and third parties;

b. Keeta acknowledges that the Commission may notify Foodpanda of the receipt of a notification under these provisions and may decide to align the process for considering its notification under these provisions with any process for considering a notification made by Foodpanda under the equivalent provision of any commitment given by it in the Commission's Case EC/03JJ;

c. Keeta agrees that the Commission will not provide any indication whether or not it considers the Platform exceeds a 10% Market Share unless and until Keeta has fully complied with the requirements in clause 3.6(a) and the Commission has provided written confirmation of the same to it, and where appropriate, to Foodpanda (such written confirmation to be provided promptly and not unreasonably withheld);

d. For the purpose of verifying Keeta's market share calculations submitted in accordance with clause 3.6(a), the Commission may conduct its own assessment and gather information from third parties;

e. Keeta shall have the right to stop treating any third party Platform as a Low Market Share Platform for the remainder of the term of this Commitment upon the occurrence of the earlier of the following events:

(i) on the day the Commission indicates in writing to Keeta that it considers that, in its reasonable opinion, the Platform exceeds a 10% Market Share; or

(ii) within two months after the Commission has confirmed that Keeta has provided all information as required in clause 3.6(a) above, if within that period, the Commission has not indicated in writing whether or not it considers that the Platform exceeds a 10% Market Share,

and thereafter clauses 2.1 to 2.7 above shall be interpreted so as to permit Keeta to make any Exclusive Commission Rate or obligation of exclusivity agreed between Keeta and a Partner Restaurant conditional upon the Partner Restaurant not partnering with the Platform concerned.

3.7. Keeta's right to stop treating a third party Platform as a Low Market Share Platform pursuant to clause 3.6(e) will also apply from the day the Commission indicates in writing to Keeta that it considers that the Platform exceeds, or is deemed to exceed, a 10% Market Share following a

notification made by Foodpanda under the equivalent provisions of any commitment given by it in the Commission's Case EC/03JJ.

Provision of information to the Commission

3.8. To assist the Commission with verifying, determining or securing compliance with the Commitment or Foodpanda's commitment in Case EC/03JJ, the Commission may request Keeta to provide documents and/or information to the Commission. Keeta shall provide the Commission with the requested documents and/or information within 14 calendar days of the Commission's request or such other period as the Commission reasonably determines.

4. Effective Date and duration

4.1. This Commitment shall enter into force and take effect from the Effective Date.

4.2. This Commitment shall remain in force from the Effective Date until 28 December 2026 unless, at an earlier date:

a. the Commission withdraws acceptance of the Commitment under section 61 of the Ordinance;

b. the Commission accepts from Keeta a variation of the duration of the Commitment or a new Commitment in substitution for it under section 62(1) of the Ordinance;

c. the Commission releases Keeta from the Commitment under section 62(2) of the Ordinance; or

d. the Commission withdraws, varies, or releases Foodpanda's commitment in Case EC/03JJ for reasons that would apply to Keeta and if Keeta makes a request pursuant to section 62(2)(a) of the Ordinance, and the Commission releases Keeta from the Commitment under such request.

4.3. In the event Keeta has demonstrated to the Commission that it has fallen below a 30% Market Share in compliance with the process specified in clause 4.4 below, and notwithstanding clauses 2.1 to 2.3 above, Keeta shall be permitted to enter into and enforce Agreements with Breach of Exclusivity Provisions and Price Restriction Provisions, only insofar as the Price Restriction

Provisions relate to a Partner Restaurant's direct delivery and dine-in channels and do not relate to a Partner Restaurant's prices charged on other Platforms.

4.4. Should Keeta consider that it has fallen below a 30% Market Share, the following process shall apply:

a. Keeta may submit, no more than four times within a one-year period, the relevant market share calculations in support of this position to the Commission in writing, which must include the underlying data as well as a description of the data sources, how the data was collected, any assumptions used and the rationale for any underlying choices and assumptions made by Keeta so as to demonstrate that they give a fair and accurate representation of the market positions of itself and third parties;

b. For the purpose of verifying Keeta's market share calculations submitted in accordance with clause 4.4(a), the Commission may conduct its own assessment and gather information from third parties;

c. Keeta agrees that the Commission will not provide any indication whether or not it considers that Keeta has fallen below a 30% Market Share unless and until Keeta has fully complied with the requirements in clause 4.4(a) and the Commission has provided written confirmation of the same (such written confirmation to be provided promptly and not unreasonably withheld);

d. in accordance with clause 4.3 above, Keeta shall be permitted to enter into and enforce Agreements with Breach of Exclusivity Provisions and Price Restriction Provisions, only insofar as the Price Restriction Provisions relate to a Partner Restaurant's prices charged on direct delivery and dine-in channels and do not relate to a Partner Restaurant's prices charged on the other Platforms, upon the occurrence of the earlier of the following events:

(i) on the day the Commission indicates in writing that it considers that, in its reasonable opinion, Keeta has fallen below a 30% Market Share; or

(ii) within two months after the Commission has confirmed that Keeta has provided all information as required in clause 4.4(a) above, if within that period, the Commission

has not indicated in writing whether or not it considers that Keeta has fallen below a 30% Market Share.

5. Transfer or assignment

5.1. For the avoidance of doubt, in the event that Keeta transfers its contracts with Partner Restaurants to another subsidiary of Keeta, this Commitment will apply equally to such subsidiary.

5.2. Keeta will not allow other Keeta entities (including but not limited to Meituan) to, within the territory of Hong Kong, provide the Relevant Services, use the Keeta's Platform for the provision of the Relevant Services or engage in business operations related to the Relevant Services, unless these other Keeta entities:

a. accept to be bound by clauses 2.1 to 2.7 above;

b. provide advance confirmation in writing to the Commission of the same; and

c. thereafter are included within the scope of the compliance statement to be submitted to the Commission in accordance with clauses 3.3 to 3.5.

5.3. In the event that any of Keeta's contractual obligations relating to the Relevant Provisions are transferred or assigned to another party, Keeta will notify the Commission at least 14 calendar days ahead of time of such transfer or assignment and will use its best endeavours to ensure that this Commitment continues to apply with respect to the transferred or assigned contractual obligations.

6. Miscellaneous

6.1. Any written notice or communication to the Commission pursuant to this Commitment shall be delivered by registered mail or by e-mail as follows:

For the attention of Head (Investigations II)

Case EC/12LD

Competition Commission

19/F, South Island Place,

8 Wong Chuk Hang Road,

Wong Chuk Hang, HONG KONG

E-mail: commitments@compcomm.hk

6.2. This Commitment is governed by, and shall be construed in accordance with, the laws of Hong Kong. Keeta agrees that the Court has jurisdiction to determine any proceedings arising out of or in connection with this Commitment and the matters to which it relates, including any proceedings brought by the Commission.

MADE by Kangaroo Limited through its authorised signatory:

SIGNED for and on behalf of Kangaroo Limited

[redacted]……..

Date: 12 June 2026

Name: [redacted]

Position: [redacted]