

A. This sales agreement ("Agreement") is entered into by and between

" Parties "	Edenred Luxembourg S.A.	
Registered offices	Avenue J.F.Kennedy 46a - L-1855 LUXEMBOURG	
VAT n°	LU 154 77706	
Signatory	Olivier Bouquet	
TIN	1992 2212 549	
	« Edenred » or « Party »	« Client » or « Party »

B. WHEREAS:

- Edenred develops, maintains and sells different types of service vouchers ("Vouchers"), and other user benefits ("Benefits") on paper or electronically, by providing a payment card and/or internet (online) platforms and mobile applications ("Platform") and related services, allowing consumers to acquire goods and/or services ("Assortment") of the merchants who joined the Edenred network ("Merchants"). The Vouchers, Edenred Cards, Platforms, Benefits and related services are further separately or together indicated as "Services".
- Client wishes to purchase Services from Edenred, for the benefit of its employees, members, clients, or other end users ("User"), on the terms and conditions as provided in this Agreement.

C. THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless where the context otherwise requires or the Agreement otherwise provides, the following terms shall have the following meaning:

« Affiliate »	The persons and/or companies listed under Exhibit (s) 2.
« Agreement »	This sales agreement and its Exhibits.
« Assortment »	Goods and services offered by the Merchants to the Users.
« Benefits »	Discounts, price reductions, promotions or other benefits on the Assortment, in electronic form or on paper, available for purchase by the Users on the Platform.
« Edenred Card »	Personalized and secured payment card, as a payment instrument, provided to each User. The Edenred Card is linked with the User account and charged with the value of the Vouchers associated with it, thus allowing the Users to purchase the Assortment.
« Edenred Network »	Merchants that accept the Vouchers as a payment instrument, for the purchase of their Assortment by the Users or that post Benefits on the Platform allowing Users to acquire the Merchant's Assortment at special, more interesting conditions.
« Effective Date »	Date that the Agreement takes effect, which is the date of signature of the Agreement by the Client.
« Exhibits »	Any exhibit or annex to the Agreement.
« General Terms and Conditions »	Edenred's general terms and conditions of sales as set forth in Exhibit 1.
« Merchants »	Commercial partners that were enrolled on the Edenred Network and as such allow the Users to acquire the Assortment through the Vouchers.
« Order »	Orders placed by the Client for the delivery of Services. Each Order shall indicate (i) type of Service, (ii) volume, (iii) time and place of delivery and (iv) Price.
« Platform »	Internet platforms and mobile applications developed and maintained by Edenred and put at the disposal of the Client and the Users. The Platforms can (partly) work as an information site, open to all and/or (partly) as a personal space, marketplace or sales platform, only accessible to the Users, through personalized access codes for each User.
« Price »	Price of the Services as set forth under 3.
« Services »	Together or separately, the Vouchers, Benefits and the related services as selected at article 3 and purchased by Client under the Agreement.
« Transaction »	Purchase, renting, reservation or any other commercial transactions performed, via the Vouchers or via the Benefits, by the Users with the Merchants
« User »	The person (employee, member, client or any other designated person by the Client), who is the ultimate user (or beneficiary) of the Services.
« Voucher »	Service vouchers, on paper or electronically (i.e. Ticket Restaurant, Ticket Compliments, and every new similar product or service Edenred would offer in the future) allowing Users to pay Transactions regarding the Assortment of the Merchants.



- 1.2. Unless otherwise provided in the relevant documentation, or unless where the context otherwise requires: (i) the same definitions shall apply in all documentation under or related to the Agreement, such as the Exhibits, General Terms and Conditions, Orders, etc.; (ii) words expressed in singular include the plural and vice versa; (iii) all Exhibits and Orders shall form an integral part of and shall have the same force and effect as any other provision of the Agreement.
- 1.3. In the event of inconsistency within or between such documents, other than an explicit written deviation agreed between the Parties, the provisions shall apply in the following order: (i) the Agreement, and its amendments if any; (ii) the Exhibits of the Agreement; (iii) the Orders;
- 1.4. The Agreement is submitted to the **General Terms and Conditions and price list** (except in case of fixed price) as attached in **Exhibit 1**. General terms and conditions or any other contractual provisions of the Client, which are not explicitly approved in written by Edenred, are expressly objected to and shall not be binding for the scope of this Agreement. This exclusion shall also apply if such general terms and conditions are attached to orders or the like, even if not explicitly objected to by Edenred.

2. STRUCTURE OF THE CONTRACTUAL RELATIONSHIP – AFFILIATES

- 2.1. The Agreement shall automatically apply to all Orders, even in the absence of any written reference. Any amendment to this Agreement agreed by the Parties shall be deemed to apply to all future Orders issued after the date of such amendment.
- 2.2. The Agreement is entered into to the benefit of Client and its **Affiliates as listed in Exhibit 2** (numbered 2a, 2b, etc. per Affiliate of the Client), which may be amended from time to time.
 - 2.2.1 The Parties agree and shall procure that Client's Affiliates may receive Services under this Agreement by sending Orders directly to Edenred. The Agreement shall in such case be valid between Edenred, as the seller and the Client's Affiliate as a buyer. Client acknowledges that it will remain at any time jointly and severally liable for any obligations of its Affiliates under this Agreement.
 - 2.2.2 The Client shall ensure and procure that its Affiliates who join this Agreement are informed about and accept the content of this Agreement.

3. SERVICES – PRICING – PAYMENT TERMS

3.1. Services and Price

EDENRED CARD	Card purchase price :	/ card	Replacement card price :	/ card	
	Additional charge loading free card			/ loading	
	Loading costs :				
	Delivery cost :	1 - 3 cards (by post)		/ card	
		3 - 15 cards (by post)		/ delivery	
+ 15 cards (by courier)		/ delivery			
<input type="checkbox"/>  (Digital format)	Promo code :				
	Number of Users :		Face value :		
	Service fee	% of nominal order value			
	Top-up fee	/ top-up			
<input type="checkbox"/>  (Digital format)	Promo code :				
	Number of Users :		Valeur nominale :		
	<input type="checkbox"/> Price according to order volume based on standard/promo code pricing grid				
	<input type="checkbox"/> Fixed price defined below				
	Service fee	% of nominal order value			
	Top-up fee	/ top-up			

3.2. Payment terms

All Services are submitted to the payment terms as defined in Exhibit 3.

4. TERM AND TERMINATION

- 4.1. This Agreement shall have effect on and from the Effective Date for a period of _____ months and will thereafter be tacitly renewed for successive on-year-periods
- 4.2. The Agreement can be terminated by either Party according to the General Terms and Conditions.

5. NOTICES

- 5.1. Further details on the Client and its **contact persons** are provided in **Exhibit 2**. When this information is different for the Client's Affiliates (see article 2.4), additional Exhibits 2 are provided (numbered 2a, 2b, etc.).
- 5.2. All notifications regarding the Agreement (e.g. termination), claims and the like must be in writing and delivered or sent to the receiving Party, with receipt of confirmation (i) by hand through a reputable courier service or (ii) by registered mail to the address indicated in **Exhibit 2**. Operational matters can be addressed to the email address of the persons of contact indicated

6. FINAL PROVISIONS

- 6.1. This Agreement supersedes and replaces all previous discussions, negotiations and agreements between the Parties and governs the overall relationship between the Parties in relation to the Performances provided by Seller to Buyer.
- 6.2. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- 6.3. The construction, validity and performance of the Agreement shall be governed by the laws of Luxembourg. Any and all disputes under or in connection with the Agreement, Orders shall be submitted to the courts of Luxembourg.

7. EXHIBITS


Exhibit 1 : General Terms and Conditions

Exhibit 2 : Contact details of the Client and of each Client Affiliate, one form per company numbered (2a, 2b, etc.)

Exhibit 3 : Payment terms

**Made-up and signed by
For Edenred**

For Client

<p>Olivier Bouquet - Managing Director BeNeLux (name and title)</p>  <p>..... (date)</p>	<p>..... (name and title)</p> <p>..... (date)</p>
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