

The special conditions set forth in the sales contract ("Special Conditions") and the present terms and conditions of sale ("General Conditions"), the former taking precedence over the latter in case of divergence, together form the contract ("Contract") between EDENRED and the CLIENT. The definitions provided in the General Conditions apply equally to the Special Conditions and the annexes. The Contract fully and exclusively governs the contractual relationship between EDENRED and the CLIENT who expressly accepts the General Conditions and who renounces, without any reservation, to its own general conditions, under whatever denomination and whatever be the moment of their transmission to EDENRED.

**DEFINITIONS**

« Account »	A personalized and secure space for the Client and the User on the MyEdenred Application.
« Affiliate »	The persons and/or companies related to the Client and mentioned and added to the Contract in the form of Annex 2, completed for each Affiliate (Annex 2a), 2b), etc.).
« Applicable Law »	The regulations, laws and rules, national or supranational, existing and in the future, under any name whatsoever, which apply to the Services and to this Contract.
« Application »	Internet platforms and mobile applications developed and maintained by Edenred and made available to its clients and Users. The Applications are accessible to the Client and to the Users using personalized access codes. The Applications can function as an information site or a personalized space (MyEdenred).
« Confidential Information »	All information, in any form whatsoever, (i) communicated between the Parties under the Contract, (ii) in relation to the Users, including the Data, (iii) explicitly designated by the Parties as confidential information or (iv) which, by their nature, should reasonably be treated as confidential.
« (Edenred) Card »	Personalized and secured payment card issued to each Voucher User. The Edenred Card is linked to the User's Account which is loaded with the value of the Vouchers, thus allowing Users to purchase the Products from Merchants.
« Edenred Network »	The aggregate of Merchants (i) who accept the Vouchers as a payment tool for the purchase of their Products.
« Effective Date »	Date on which the Contract takes effect, which is the day on which the Client signs the Contract, unless otherwise stipulated in the Special Conditions.
« Force majeure »	Any event or circumstance, including, but not limited to, fire, explosion, epidemic, action of the elements, war, riot, strike by government or its agents, or any similar cause, beyond the reasonable control of the party affected by this event or this circumstance and which makes the execution of the Contract reasonably impossible.
« IP Rights »	All intellectual property rights, including logos, trade names, trademarks, copyrights, patents, technologies, trade secrets, Confidential Information of a Party.
« Merchant »	Any commercial partner who is a member of the Edenred Network which, as such, allows Users to purchase their Products by using Vouchers.
« Order »	All orders placed by the Client for the provision of the Services. All orders must mention (i) the type of Services, (ii) the volume, (iii) the date and place of delivery and (iv) the Price.
« Price »	The price, cost and fee of the Services as set out in the Special Conditions and, in the event that the CLIENT subsequently extends the Services via the Edenred website, the prices, costs and fees displayed on the Edenred website, at the time of the order for the extended Services.
« Products »	The services and/or goods offered for sale by the Merchants to consumers/Users.
« Services »	Together or separately, the Vouchers as selected in the Special Conditions, Edenred Cards and/or Applications.
« Transaction »	The purchase, rental, reservation or any other commercial transaction carried out, via Vouchers, by Users with the Merchants in relation to their Products.
« User »	a person (employee, member, customer or any other person designated by the Client) who is the beneficiary of the Services.
« Voucher (System) »	The (System of) service vouchers, in paper or electronic form (sold under the commercial denomination Ticket Restaurant, Ticket Compliments and any new similar product or service that Edenred would launch in the future), which allow Users to pay Transactions pertaining to Merchant Products.

**1. SUBJECT-MATTER**

These Terms and Conditions are related to the Services. They have been drafted in accordance with Applicable Law. They can be adapted at any time, upon prior notification to the CLIENT.

**2. OBLIGATIONS OF EDENRED**

During the term of the Contract, EDENRED shall :

**2.1. VOUCHERS AND CARDS**

- 2.1.1. provide an individual, nominative Edenred Card for each User designated by the CLIENT, in accordance with the information previously communicated by the CLIENT concerning the identity of each User. The Edenred Card can be used for any type of Vouchers selected in the Special Conditions.
- 2.1.2. customize, at the CLIENT's request and within the reasonable limits of EDENRED's technical means, the Edenred Cards, by adding a personalized note, proposed by the CLIENT and accepted by EDENRED. The CLIENT warrants, without any reservation, that it is entitled to use the said notices and releases EDENRED from any liability in this regard.
- 2.1.3. automatically order and in accordance with the terms of the Contract an Edenred Card for any new User who does not yet have an Edenred Card when an Order for Voucher is placed by the CLIENT for said User.
- 2.1.4. deliver the Edenred Cards to the CLIENT, at its registered office or at any other location in Luxembourg agreed between the Parties. At the explicit request of the Client, the Edenred Cards can be delivered directly to the home address of the Users, at the sole risk of the Client. Delivery is made by EDENRED using the delivery method of its choice, unless otherwise agreed between the Parties. Edenred Cards are delivered deactivated; their conditions of use must be accepted by the Users before their use. The Cards are and remain the property of Edenred.
- 2.1.5. i) credit the Accounts with the Vouchers as defined by the CLIENT via the Application, under the condition and insofar as the CLIENT has previously loaded the funds and/or paid the invoices relating thereto and (ii) process the Transactions made with the Edenred Card, by first using Vouchers with the shortest validity period ("first in, first out").
- 2.1.6. automatically issue a new Edenred Card if (i) three months before the expiry date of an Edenred Card the User has still received Vouchers ordered by the CLIENT and/or (ii) 45 days before the expiry date of an Edenred Card if it still shows a positive Voucher balance.
- 2.1.7. if necessary, guarantee, in the event of withdrawal or expiry of EDENRED's approval as an issuer for a specific type of Voucher, that the said Vouchers remain valid until the expiry date of their validity period.
- 2.1.8. in case of loss or theft of an Edenred Card, allow Users to block their Edenred Card free of charge via a secure extranet or via an interactive voice server (IVS).
- 2.1.9. in case of loss, theft, defect or damage to the Edenred Card:
  - provide Users with a new Edenred Card within 10 working days from (i) the date of blocking of the stolen or lost Edenred Card or (ii) receipt by EDENRED of said damaged or defective Card, sent by registered letter with acknowledgment of receipt.
  - in case of loss, theft or damage, invoice the CLIENT for the costs associated with replacement of the Edenred Card, in accordance with the Special Conditions. The CLIENT may only pass on these costs to Users up to the maximum face value of a Ticket Restaurant. In the event of a defective Edenred Card, replacement is free of charge.

**2.2. APPLICATIONS**

- 2.2.1. (i) create an Account and personalized access code to the Application for the CLIENT and each User, based on the information previously communicated by the CLIENT concerning the identity of each User; (ii) allow Users at any time to create and modify their username and/or password online and to access their Account; (iii) provide the CLIENT or User with the Edenred Card activation procedure. Thanks to these personalized access codes, the CLIENT and the Users can connect to the Application and consult, depending on the type of Service chosen by the CLIENT, their Account and other information offered via the Application.
- 2.2.2. ensure that Users can use and consult the Application at any time. EDENRED makes every effort to provide at least 97% availability on an annual basis (24 hours a day, 7 days a week). However, the CLIENT accepts that the Application is not available in the event of Force Majeure or technical maintenance. In the event of interruption of access or service, EDENRED will do its utmost to find a solution to the problem as soon as possible.
- 2.2.3. provide the bandwidth and storage capacity necessary for the proper functioning of the Application, for the benefit of the CLIENT and the Users.
- 2.2.4. provide the necessary security systems to protect the Application, databases, User data and the computer server environment.
- 2.2.5. regularly inform Users of the Edenred Network and the Products, via the Application and, where applicable, via newsletters. Newsletters will only be sent to Users who have expressly agreed to receive them.

**2.3. GENERAL**

- 2.3.1. accept Orders placed in accordance with the terms of the Contract. Unless otherwise agreed in the Special Conditions, Orders will only be delivered after payment of the Price relating to the Order and/or all invoices due.
- 2.3.2. process the Transactions carried out by Users using the Services, provided that they comply with all obligations relating to the Transaction.
- 2.3.3. invite Merchants likely to accept the Services and meeting the partnership conditions issued by EDENRED to join the Edenred Network.
- 2.3.4. be available for the CLIENT and Users and assist them with questions or complaints, via customer service [https://user.edenred.be/hc/fr/requests/new?ticket\\_form](https://user.edenred.be/hc/fr/requests/new?ticket_form)
- 2.3.5. provide all other services requested by the CLIENT as detailed in the Special Conditions.
- 2.3.6. in general, ensure compliance with all contractual obligations and all Applicable Laws referring to or in connection with the Services or the Contract.

**3. OBLIGATIONS OF THE CLIENT**

During the term of the Contract, le CLIENT shall:

- 3.1. communicate to EDENRED, (i) at the latest when the Order is placed, the information - per User - necessary for the production of the Edenred Card, the creation of an Account and the activation of personalized access to the Application, which are the surname, first name and email address of each User identified by the CLIENT; (ii) immediately, any change concerning this information, including about any person who has lost the quality of User (for example, departure of employees).

- 3.2. make the Edenred Cards and/or Applications available to Users and inform them that by using them they accept their terms of use (which are displayed and must be accepted on the Application) before the first use, and on the occasion of any updates. EDENRED reserves the right to suspend, the use of the Services in the event of fraudulent or non-compliant use of the said Services by the CLIENT or by the Users without notice or compensation.
- 3.3. unless otherwise agreed in the Special Conditions, cover the costs of issuing Vouchers or the Edenred Card made available to Users and assume liability in the event of loss, theft or damage to Edenred Cards between their delivery to the CLIENT and their delivery by the CLIENT to the Users.
- 3.4. validate the Edenred Card order in the event of expiry, loss, theft, defect or damage as long as the User has valid Vouchers on his Account and assume the replacement costs, in accordance with the Special Conditions (except in the case of a defective Edenred Card).
- 3.5. ensure that the equipment used to access the Application (including tablets, smartphones, computers, internet access, telephone numbers, etc.) is compatible with its use in the context of the Services.
- 3.6. ensure that the CLIENT and the Users (i) know, accept and comply with the conditions of use of the Application and the Edenred Card, (ii) do not use the Services in a way that could violate the rights of EDENRED or third parties (including IP Rights); and (iii) do not resell or rent the Services or give access to them to third parties. EDENRED reserves the right to take all necessary measures if the CLIENT or a User endangers or compromises the Services, the rights of EDENRED or third parties or the relationship between EDENRED and its Partners, other customers or other third parties.
- 3.7. generally, to ensure compliance with all contractual obligations and all Applicable Laws referring to or in connection with the Services or the Contract.
- 3.8. pay the Price in accordance with the provisions of Articles 4 and 5 below.

## 4. PRICE

- 4.1. The CLIENT pays for the Services the Price DEFINED in the Special Conditions, applicable VAT added. At the end of the Contract, for whatever reason, all prepaid Services will remain acquired by EDENRED. No refund will be possible for unused Services or credits.
- 4.2. The Price is adjusted, maximum once per calendar year, based on the consumption index (general index linked to 01.01.1948) as published by STATEC, according to the following formula:  $P = (P0 \times I0) : I$ , where:
  - P = adjusted Price
  - P0 = Price defined in the Special Conditions
  - I0 = STATEC index applicable in the month preceding the indexation
  - I = STATEC index applicable on the Effective Date
 The adjusted Price P will however never be lower than the Price applicable at the date before the price adjustment.
- 4.3. Without prejudice to the provisions of article 4.2., EDENRED reserves the right to modify the Price at any time, but limited to once per calendar year, subject to prior notification of 60 days to the CLIENT. If the CLIENT does not accept the new Price, the CLIENT shall be entitled to terminate the Contract in writing at least 15 days before the effective date of the new Price and subject to 90 days' notice period from the effective date of the new Price. During this notice period, the Price will be the last price agreed between the Parties. In the absence of a termination notification sent by the CLIENT at least 15 days before the effective date of the new Price, the new price will be considered accepted by the CLIENT.

## 5. INVOICING AND PAYMENT

- 5.1. Unless otherwise agreed between the Parties, (i) the Price linked to the Voucher Services and the Edenred Card as well as the face value of the Vouchers are invoiced monthly, in advance for the next month.
- 5.2. Unless otherwise agreed between the Parties, the Price, as well as the face values of the Vouchers will be invoiced electronically. EDENRED warrants the authenticity of the origin of invoices issued electronically, the integrity of their content and their readability. The probative value of electronic invoicing is explicitly recognized and accepted by the CLIENT.
- 5.3. In the absence of payment before the scheduled delivery date, EDENRED reserves the right to cancel the Order without notice. If applicable and in the absence of payment by means of a prepayment or a SEPA direct debit, invoices are due 30 days from the invoice date. Any delay in payment of invoices on their due date entails, without formal notice, the payment of default interest, calculated at the rate provided for in article 3, paragraph 1 and 2, of the law of 18 April 2004. In the event of cessation of payment, liquidation, bankruptcy or any other situation of competition between the CUSTOMER's creditors, all of EDENRED's invoices and claims vis-à-vis the CLIENT are immediately due and payable.
- 5.4. Any invoice must be disputed in writing and within 14 calendar days of the date of the invoice; otherwise, the invoice will be deemed uncontested and accepted by the CLIENT. If only certain parts of an invoice are disputed, the undisputed part must be paid within the normal payment term.
- 5.5. EDENRED reserves the right to charge a fixed fee of EUR 30.00 per incident, for specific requests or errors (e.g., wrong reference number, double order, etc.) made by the CLIENT.

## 6. LIABILITY

- 6.1. EDENRED is liable vis-à-vis the CLIENT for gross negligence, willful misconduct and negligence. EDENRED cannot, however, be held liable (i) in the event of Force Majeure, (ii) for actions, omissions or decisions of third parties involved in the performance of the Contract, in particular disruptions, delays or losses of any kind caused by the fraud, hacking or any other illicit intrusion into the communication system or the Application; (iii) for the fact that certain Products purchased with the Vouchers, the Edenred Card. In those cases, the User or CLIENT must contact the Merchant or the third party directly. EDENRED will endeavor to assist the CLIENT to the best of its knowledge and ability in the negotiations with the concerned Merchant or third party in order to find an acceptable solution.
- 6.2. The CLIENT will indemnify and hold EDENRED harmless against any action or claim brought against EDENRED by a third party (including in particular Users) arising from (i) any breach by the CLIENT, its employees, agents or representatives, of obligations under the Contract, including any violation of third parties' IP Rights.
- 6.3. Except in the event of fraud, willful misconduct or gross negligence, bodily injury and insofar as authorized by Applicable Law:
  - 6.3.1. the liability between the Parties is limited to the amount equal to the Price invoiced during the six (full) months preceding the incident that caused the damage.
  - 6.3.2. neither Party shall be liable to the other Party for any form of special, indirect or consequential damages, including but not limited to, loss of revenue or profits, loss of data, damage to reputation.

## 7. TERM AND TERMINATION

- 7.1. Unless otherwise agreed between the Parties in the Special Conditions, the Contract is entered into for a period of 12 months from the Effective Date ("Initial Period") and will thereafter be tacitly reconducted for successive 12-months periods ("Successive Periods"), except if either Party terminates the Contract by registered letter at least 90 days before the expiry of the Initial Period or any Successive Period. Contracts concluded for an Initial Period exceeding 24 months may be terminated by registered letter at least 6 months before the end of any 12-month period in progress during the Initial Period.
- 7.2. Any breach by a Party of its obligations under the Contract which has not been cured by the breaching Party within 10 calendar days from the formal notice sent to the breaching Party by the non-breaching Party authorizes the non-breaching Party to terminate the Contract without notice period and without compensation. Any change in the situation of a Party such as the cessation of its activities, a judicial reorganization, bankruptcy, liquidation or any other similar situation authorizes the other Party to terminate the Contract without notice period or compensation.
- 7.3. Any termination of the Contract by a Party before the contractually agreed expiry date or pursuant to article 7.2. ("Early Termination") implies the obligation for that Party to compensate the other Party for any damage that the latter must suffer following, or because of the Early Termination. In the event of Early Termination by the CLIENT, the liquidated damages are set at 50% of the Price to be invoiced during the remaining contractual term of the Contract, calculated on the basis of the average Price invoiced to the CLIENT during the term of the said Contract preceding the date of Early Termination, without prejudice to EDENRED's right to claim any higher amount, which it will be able to demonstrate.

## 8. PRIVACY

- 8.1. The Parties represent and warrant that they comply at all times during the term of the Contract and after its termination with the Applicable Law relating to personal data, more in particular the EU 2016/679 general data protection regulation ("GDPR").
- 8.2. Each Party takes, at its own cost and expense, adequate technical and organizational measures, in particular as required by Article 32 of the GDPR, against the loss or any form of unlawful processing (such as accidental or unlawful destruction, loss, unauthorized deterioration, alteration, access to or disclosure of personal data) in connection with the processing of personal data. If and to the extent required by Applicable Law, the Parties will inform data subjects (e.g., Users) of the processing activities carried out under the Contract.
- 8.3. Nothing in the Contract or its contemplated effects is intended to qualify either Party as a processor or joint controller with respect to the personal data shared by one Party to the other.
- 8.4. The general data processing and protection policy applied by EDENRED is available at <https://www.edenred.lu/fr/privacy-policy>. For questions, requests or complaints concerning the processing of their personal data by EDENRED, the CLIENT or the User may at any time contact the data protection officer at [dpo.luxembourg@edenred.com](mailto:dpo.luxembourg@edenred.com), or file a complaint with the National Commission for the Protection of Data ("CNPD").

## 9. IP RIGHTS - MARKETING

- 9.1. Each Party remains at any time the exclusive owner of its respective IP Rights, including logos, trade names, trademarks, copyrights, patents, etc. used under the Contract.
- 9.2. Each Party may use the trademarks, trade names and logos of the other Party for marketing and communication purposes in connection with the Contract and may, in its own name and for its own account, advertise, press releases and reference to the nature of the cooperation between the Parties, provided that such use (i) does not infringe public order or morality, IP Rights or the image of the other Party in any way and (ii) is done without disclosure of details of the Contract. This use and these communications will be carried out as much as possible in consultation between the Parties.
- 9.3. Each Party may request the other Party to cease any use or communication which, in its reasonable opinion, is contrary to the foregoing.

## 10. CONFIDENTIALITY

During the term of the Contract and 36 months after its expiry, neither Party may use the Confidential Information of the other Party for purposes other than the performance of the Contract or for archiving purposes. Each Party shall ensure that the Confidential Information of the other Party is not disclosed and that its employees, staff members or commercial agents do not reveal it to third parties. If a Party is required by a court or a government to disclose or communicate Confidential Information of the other Party, it will immediately inform that other Party.

## 11. MISCELLANEOUS

- 11.1. For the purposes of the Contract and all its consequences, any communication, notification of legal or extrajudicial acts may be validly carried out at the address mentioned in the Special Conditions or at the registered office of each of the Parties.
- 11.2. The Contract supersedes all prior discussions, negotiations and agreements between the Parties and governs the overall relationship between the Parties with respect to the Services.
- 11.3. If any provision or portion of provision of the Contract is held to be invalid or unenforceable, the valid or enforceable portion thereof and the other provisions of the Contract shall remain in full force and effect. Any waiver (whether express or implied) by a Party of any default or breach of the Contract shall not constitute a waiver of any subsequent default or breach.
- 11.4. The Contract is subject to the law of GD Luxembourg. In the event of a dispute, the Parties will always seek in good faith an amicable solution to their dispute. EDENRED reserves the right to suspend or limit the Contract in the event of a dispute. If no amicable settlement can be found, any dispute relating to the conclusion, interpretation or execution of the Contract falls within the exclusive jurisdiction of the courts of the city of Luxembourg.

Paraphs of the Parties  
For Edenred

For the Client

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