

THE FOLLOWING HAS BEEN AGREED

ARTICLE 1

EDENRED promises to supply the CUSTOMER with vouchers issued by EDENRED under the Ticket Compliments® Supreme Award brand according to the conditions hereafter. The present conditions of sale, delivery and payment are applicable to all orders submitted to EDENRED. Unless otherwise agreed, the CUSTOMER's sale, supply or trade conditions are not binding on EDENRED.

ARTICLE 2

EDENRED promises to:

2.1. Deliver the Ticket Compliments® Supreme Award to the CUSTOMER, at its head office or any other place located in the Grand Duchy of Luxembourg agreed between the parties, within 6 working days (not including Saturday) of receipt and acceptance by EDENRED of the written order from the CUSTOMER sent by regular mail, e-mail or any other way. EDENRED shall deliver the product according to its chosen method of delivery. If the CUSTOMER chooses another method of delivery (for instance, shipping by regular or registered mail), the delivery of the Ticket Compliments® Supreme Award and all related items will be at their own cost and risk. EDENRED can in no way or for any reason whatsoever be held responsible for theft, loss or damage that may occur owing to or during the method of delivery chosen by the CUSTOMER. The CUSTOMER is sole responsible for the consequences.

2.2. Personalise the Ticket Compliments® Supreme Award intended for the CUSTOMER at the CUSTOMER's request and within the reasonable limits of EDENRED's technical means, by mentioning on the vouchers the CUSTOMER's company name and registered office or any other details requested by the CUSTOMER and accepted by EDENRED. The CUSTOMER assures EDENRED without reserve that it has the right to use the requested information, thus freeing EDENRED from any responsibility in this case.

2.3. Invite any establishments likely to accept Ticket Compliments® Supreme Award, who meet the affiliation conditions issued by EDENRED, to join the electronic Ticket Compliments® Supreme Award system.

2.4. To process the personal data of the Beneficiaries in accordance with the applicable regulations and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or 'GDPR'), it being understood that the data transfer between the CLIENT and EDENRED BELGIUM must be considered to be a data transfer between different data controllers, each of whom remains responsible for their own processing and that EDENRED BELGIUM is only responsible for processing the personal data of the Beneficiary from the moment when it receives the data from the CLIENT.

ARTICLE 3

The Ticket Compliments® Supreme Award will be sold at a price equivalent to their face value. The cost of the services provided is equivalent to a percentage of the price of the Ticket Compliments® Supreme Award, increased by the applicable VAT per invoiced delivery. The service fees (SF) will be reviewed every year on the 1st of January on the basis of the consumer price index (general index linked to the base of 01.01.1978) as published by STATEC based on the official figure in force on the day the present contract comes into force (base index). The service fees will be automatically adapted every year on the 1st of January according to the following formula:

$$\frac{\text{SF x new index}}{\text{Base index}} = \text{new SF amount}$$

However, the service fees can never fall below the outstanding amount on the date of their adaptation.

ARTICLE 4

The invoices will be sent by post or electronically. The electronic invoices will be made available to the CUSTOMER on the internet platform designated by EDENRED, at the same time as the delivery of the Ticket Compliments® Supreme Award. EDENRED guarantees the authenticity of the origin of the invoices issued electronically, the integrity of their content and their readability. The CUSTOMER formally accepts the evidential value of these electronic invoices. If the CUSTOMER would like paper invoices, it must send EDENRED a written request. The payment of the price of the Ticket Compliments® Supreme Award, equivalent to their face value plus the services provided, the delivery costs as well as the applicable VAT (the "Price"), must be made at the latest on the day the Ticket Compliments® Supreme Award are delivered. In case of late payment, EDENRED reserves the right to cancel the order, without prior notice. The Price must be paid by SEPA Credit Transfer or, if provided for in the special conditions, SEPA Direct Debit. The Ticket Compliments® Supreme Award delivered to the CUSTOMER remain the exclusive property of EDENRED until the related invoices have been fully paid, at the risk of the CUSTOMER, who is considered the depositary. In case of non-payment, EDENRED will have the choice of either demanding payment or the return of the vouchers, without affecting its right to claim damages for any harm suffered. If the contract is rescinded or terminated or the Ticket Compliments® Supreme Award are returned on the basis of the retention of title clause, the CUSTOMER will bear all the costs.

Consequently, the CUSTOMER formally and irrevocably promises not to use the Ticket Compliments® Supreme Award delivered, or make them available, or distribute them as long as the full Price has not been completely and irrevocably paid. In case of late payment, for any reason whatsoever, the CUSTOMER promises to return the Ticket Compliments® Supreme Award immediately upon EDENRED's request. The CUSTOMER thus gives EDENRED the right to take back the vouchers without notice. Without prejudice to the preceding provisions, any late payment will rightfully and without notice lead to the payment of late-payment interest, calculated at the rate provided for in articles 3 (1) and (2) in the amended law of 18 April 2004 relating to late payment and late-payment interest, increased by 2 %, and the payment of damages for administrative costs, of a sum equivalent to 17% of the unpaid amount, with a minimum of EUR 100. Furthermore, any late payment gives EDENRED the right to suspend all deliveries of Ticket Compliments® Supreme Award without notice, to demand immediate payment without any discount of the all sums, even those not due for payment, and to rightfully invoke the termination of this agreement binding you to EDENRED LUXEMBOURG.

ARTICLE 5

EDENRED reserves the right to modify the cost of its services at any moment. The CUSTOMER will be informed by letter sent by regular or registered mail of any modification to this price. The CUSTOMER will be given 6 weeks notice. In this case, the CUSTOMER has the right to notify EDENRED of the termination of the present agreement as of the date the new applicable prices come into force. The CUSTOMER will notify EDENRED by registered mail, at least 15 days before this date. If not, the new prices will be considered as expressly accepted by the CUSTOMER who will be irrevocably bound by the new applicable prices.

ARTICLE 6

The parties submit their contractual relationship to the law of Luxembourg. Any dispute relation to the conclusion, interpretation or execution of the present agreement falls under the exclusive remit of the courts of Luxembourg City. For the purpose of this agreement, the CUSTOMER's choice of residence will be the address mentioned at the beginning of the present, to which any letter, notification of a legal or extralegal act can be legitimately sent. The present agreement is subject to the law of Luxembourg.