

Affiliation request

Origin Affiliation no. Contract between: EDENRED LUXEMBOURG S.A., whose registered office is located at 1855 Luxembourg, avenue John F. Kennedy, 46a – VAT LU 154 77706 validly represented by **OLIVIER BOUQUET** and the AFFILIATE, described below:

AFFILIATE

Company Name Legal Form Date of formation / /
VAT no. ☐ Not subject to VAT RLE
Contact Person ☐ Mr. ☐ Mrs. First name / Last name
Position Language ☐ FR ☐ EN
Segment Trade name
Address No. Box
Postal code - Town/city
Tel. Fax Mobile
E-mail

INFORMATION CONCERNING THE ESTABLISHMENT

Commercial name of the establishment
Contact Person ☐ Mr. ☐ Mrs. First name / Last name
Address No. Box
Postal code - Town/city
Tel. Fax Mobile
E-mail Website

Line of business: ☐ Hosiery ☐ Lighting/lamps ☐ Toys ☐ Photo/Video
☐ Alcohol/Wines/Liqueurs ☐ Gifts ☐ Domestic appliances ☐ Wool/Notions ☐ Sports
☐ Automobile ☐ Hunting/Fishing ☐ Flowers ☐ Bookstore/Stationery ☐ Bicycles
☐ Articles for animals ☐ Shoes ☐ Office supplies ☐ Leather goods ☐ Holiday villages
☐ Articles for children ☐ Culture ☐ Clothing ☐ Optics ☐ Webshop
☐ Jewellery/Watches ☐ Decoration/Furniture ☐ HI-FI/Video ☐ Perfumery/Drugstore ☐ Others:
☐ DIY/Gardening ☐ Music ☐ Printing ☐ Perfumery/Drugstore
I am a franchisee ☐ Yes ☐ No If yes, of the group:
I possess several stores ☐ Yes ☐ No If yes, please complete the annex.
☐ I certify that the information above is accurate and undertake to inform Edenred Luxembourg of any modification.

AFFILIATION CONDITIONS

Fee :

GENERAL FINANCIAL DATA

Contact person for the reimbursement
Mr. ☐ Mrs. ☐ First name Last name
Tel Fax
E-mail* Language ☐ FR ☐ EN
* Indispensable for communicating to you all (including legal) information
IBAN BIC
Beneficiary of the account

The AFFILIATE acknowledges having received a copy of the general affiliation conditions (version: /) and having read them. The AFFILIATE accepts these conditions without any reservation and expressly waives the application of its own conditions, if any. The AFFILIATE certifies that the data included in the present special conditions are accurate. The points of sale of the Affiliate included under the same enterprise/VAT number are covered by the present agreement.

☐ I accept the general conditions.

in as many originals as there are parties (each party declaring that it received its own original).

For Edenred LuxembourgFait à le / / 201

Signature
The merchant
(stamp)

Name:
Position:

Olivier Bouquet
Managing Director BeNeLux



GENERAL AFFILIATION CONDITIONS

1. Terms of affiliation

The S.A. EDENRED LUXEMBOURG (Ticket Compliments Division), whose registered office is located at 1855 Luxembourg - 46a Avenue John F. Kennedy - shall hereafter be referred to as EDENRED. EDENRED is free to accept or refuse any affiliation request and shall not be obliged, under any circumstances, to justify its decision

2. Object of the affiliation

Affiliation gives the right to the approved AFFILIATE, within the limits and under the conditions set forth below,

- to announce its affiliation with the Ticket Compliments network,
- to obtain from EDENRED reimbursements for the Ticket Compliments vouchers issued by the latter and received in payment by the AFFILIATE.

3. Use of the Ticket Compliments vouchers

The Ticket Compliments vouchers can be accepted as cash payment by the AFFILIATE only within the Grand Duchy of Luxembourg. Under no circumstances may they be exchanged for money. The AFFILIATE is obliged to affix the stamp of its establishment on each Ticket Compliments voucher upon receipt. It alone shall be responsible for any use of the Ticket Compliments vouchers contrary to the provisions of the preceding paragraphs.

4. Validity period of the Ticket Compliments vouchers

The AFFILIATE undertakes to accept the Ticket Compliments vouchers only during the validity period as stated on their front.

5. Reimbursement of the Ticket Compliments vouchers

The Ticket Compliments vouchers shall be reimbursable exclusively upon their presentation and submission at the registered office of EDENRED within a maximum period of 3 months after their expiry date. They must be presented and submitted, all arranged in the same direction and unstapled, unfolded and uncut. Each submission will be accompanied by a standard statement duly completed, dated and signed and bearing the number assigned to the AFFILIATE. The AFFILIATES may, at their own expense and risk, send the Ticket Compliments vouchers by registered letter with acknowledgement of receipt or deposit them at the registered office of EDENRED.

Under no circumstances may EDENRED for any reason whatsoever be held responsible for theft, loss or deterioration that might occur due to or on the occasion of the method of shipping or transport chosen by the AFFILIATE and for which the latter alone assumes the consequences. Only the effective submission of the Ticket Compliments vouchers at the registered office of EDENRED shall oblige the latter to make reimbursement.

The Ticket Compliments vouchers submitted by the AFFILIATE will be counted electronically and will be reimbursed by bank transfer after deduction (Fee 3% tax-free) on the 30th for the submissions received between the 1st and the 15th of the month, on the 15th of the following month for those received between the 16th and the 30th.

In the event of divergence with regard to the number and/or the value of the Ticket Compliments vouchers issued, between the mentions appearing on the statement established by the AFFILIATE, on the one hand, and the counting and/or the valuation performed by EDENRED, on the other, the results obtained by EDENRED shall prevail and will alone have probative force, and the AFFILIATE waives, without any reservation, its right to contest them.

EDENRED is authorised to modify, at any time, the terms of reimbursement subject to an advance notice of 30 days given, at its option, by ordinary letter or by registered letter. If it does not agree with the proposed modifications, the AFFILIATE is authorised to cancel its affiliation by registered letter addressed to EDENRED at the latest on the expiry date of this advance notice. Failing this, the modifications proposed by EDENRED shall be regarded as having been expressly accepted by the AFFILIATE and therefore obligatory.

6. Ticket Compliments Sign

EDENRED will present to the AFFILIATE, upon its approval, a Ticket Compliments sticker announcing its affiliation.

The AFFILIATE undertakes to affix it prominently on its shop window or on the front door of its establishment. It also undertakes to place within its establishment any other Ticket Compliments advertising if this has been requested by EDENRED.

The AFFILIATE authorises EDENRED to announce its affiliation in all of its publications or advertisements. The AFFILIATE expressly authorises EDENRED to make use of its commercial name and its LOGO for marketing and promotional purposes, and this on any support whatsoever.

The AFFILIATE undertakes to communicate to EDENRED all information relating to the organisation of its network and notably up-to-date data on all of its points of sale, so as to permit their immediate updating by EDENRED (in particular the modifications, additions and eliminations of points of sale). For the execution of the present contract, the AFFILIATE grants to EDENRED a non-exclusive licence on the rights notably to reproduce and format the data communicated by the AFFILIATE to EDENRED pursuant to the preceding paragraphs.

7. Term of the contract

Failure by the AFFILIATE to respect any of the commitments subscribed to above shall authorise EDENRED to invoke the cancellation - ipso jure and without formal notice - of the present agreement. In addition, each party may terminate it at any time, subject to advance notice of 30 days given, for the AFFILIATE, by registered letter and, for EDENRED, at its option, by ordinary letter or by registered letter.

At the end of the contract, the AFFILIATE shall be obliged to:

- immediately remove all Ticket Compliments advertising and return it to EDENRED,
- submit to EDENRED for the purposes of reimbursement all of the Ticket Compliments vouchers still being held within at most 15 days of the expiry date, with it being understood that any Ticket Compliments vouchers submitted after this period shall no longer be reimbursed.

8. Dispute

Any dispute relating to the present agreement and to its execution, notably on the subject of the reimbursement of the Ticket Compliments vouchers, shall fall within the jurisdiction of the courts of Luxembourg.