

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 **DAMIEN BECK** and the AFFILIATE, described below:

AFFILIATE

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

INFORMATION CONCERNING THE ESTABLISHMENT

Commercial name of the establishment
 Contact Person ☐ Mr. ☐ Mrs. Firstname/Lastname
 Address No. Box
 Postal code - City
 Tel. Fax Mobile
 E-mail Website

HOReCA

- ☐ Restaurant
☐ Snack bar
☐ Pizzeria
☐ Tavern
☐ Tea Room

FOOD

- ☐ Cafeteria
☐ Cafe
☐ Brasserie
☐ Discount

Frozen food store

- ☐ Supermarket
☐ Beverage depot
☐ Food products
☐ Wholesaler
☐ Mini-market

SPECIALISED

- ☐ Butcher shop
☐ Delicatessen
☐ Fish shop
☐ Cheese shop
☐ Bakery

Fruits & Vegetables

- ☐ Dairy shop
☐ Cake shop

PETROL STATION

- ☐ Service station shop
☐ Service station restaurant

WEBSHOP

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: 2,5 %

GENERAL FINANCIAL DATA

Contact person for the reimbursement
☐ Mr. ☐ Mrs. First name Last name
 Tel. Fax Mobile
 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.

Done at on / / 201

Signature
 The merchant
 (stamp)

Name:
 Position:

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

For Edenred Luxembourg



Damien Beck
 Commercial Director BeNeLux



GENERAL AFFILIATION CONDITIONS

1. Terms of affiliation

The S.A. EDENRED LUXEMBOURG (Ticket Restaurant Division), hereafter referred to as "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 Restaurant network,
- to obtain from EDENRED reimbursements for the Ticket Restaurant vouchers issued by the latter and received in payment by the AFFILIATE.

3. Use of the Ticket Restaurant vouchers

The Ticket Restaurant vouchers can be accepted by the AFFILIATE only within the Grand Duchy of Luxembourg in payment for all or part of a main meal taken during the course of a working day to the exclusion of any other good, value or service.

Under no circumstances may they be exchanged for money.

The AFFILIATE is obliged to affix the stamp of its establishment on the back of each Ticket Restaurant voucher upon receipt.

It alone shall be responsible for any use of the Ticket Restaurant vouchers contrary to the provisions of the preceding paragraphs.

4. Validity period of the Ticket Restaurant vouchers

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

5. Reimbursement of the Ticket Restaurant vouchers

The Ticket Restaurant vouchers shall be reimbursable exclusively upon their presentation and submission at the registered office of EDENRED up to the 3rd month following the validity date indicated on the front of the voucher. After these three months have passed, the Ticket Restaurant vouchers will no longer be reimbursed. They must be presented and submitted, detached from one another, arranged in the same direction and unstapled, unfolded and uncut. Each Ticket Restaurant voucher must bear the stamp of the AFFILIATE's establishment on the back.

Each submission will be accompanied by a standard statement duly completed, dated and signed.

The AFFILIATES may, but at their own expense and risk, send the Ticket Restaurant vouchers by registered letter with acknowledgement of receipt to the Reimbursement Department – 46a Avenue John F. Kennedy – 1855 Luxembourg.

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 method of transport chosen by the AFFILIATE and for which the latter alone assumes the consequences.

Only the effective submission of the Ticket Restaurant vouchers at the registered office of EDENRED shall oblige the latter to reimburse them.

The Ticket Restaurant vouchers submitted by the AFFILIATE will be counted electronically and will be reimbursed within fifteen working days after deduction of a discount of 2.5 % excluding taxes of the total amount of the Ticket Restaurant vouchers submitted. EDENRED reserves the unconditional right to modify this discount rate.

Any Ticket Restaurant voucher that is irregular, altered, counterfeited, falsified, illegible or damaged shall under no circumstances give any right to its reimbursement.

In the event of divergence with regard to the number and/or the value of the Ticket Restaurant 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. The reimbursements shall be made to the AFFILIATE by bank transfer.

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 Restaurant Sign

EDENRED will present to the AFFILIATE, upon its approval, a Ticket Restaurant sticker announcing that it is affiliated with the Ticket Restaurant system. The AFFILIATE undertakes to affix it prominently on its shop window or on the front door of its establishment and waives the right to make any other use of it, notable to sell it or to give it to any third party.

It also undertakes to place within its establishment any other Ticket Restaurant 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.

The AFFILIATE undertakes 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 LUXEMBOURG must be considered to be a data transfer between different data controllers, each of whom remains responsible for their own processing and that EDENRED LUXEMBOURG is only responsible for processing the personal data of the Beneficiary from the moment when it receives the data from the CLIENT.

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 from its establishment all Ticket Restaurant advertising and return it to EDENRED,
- submit to EDENRED for the purposes of reimbursement all of the Ticket Restaurant vouchers still being held within at most 15 days of the expiry date, with it being understood that any Ticket Restaurant 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 Restaurant vouchers, shall fall within the exclusive jurisdiction of the courts of the judicial district of and in Luxembourg.