

THE FOLLOWING HAS BEEN AGREED

ARTICLE 1

EDENRED promises to supply the CUSTOMER with meal vouchers issued by EDENRED under the Ticket Restaurant® brand, according to the conditions hereafter. The present conditions of sale, delivery and payment are applicable to any contract signed with 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 to the CUSTOMER, at its head office or any other place located in the Grand Duchy of Luxembourg agreed between the parties, the Ticket Restaurant® within 4 working days (not including Saturday) of receipt and acceptance by EDENRED of the written order from the CUSTOMER, sent by letter, electronically or any other way.

EDENRED shall deliver the Ticket Restaurant according to its chosen method of delivery. If the CUSTOMER chooses another method of delivery (for instance, shipping by ordinary or registered post), the delivery of the Ticket Restaurant® 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 alone is responsible for the consequences.

2.2 Personalise the Ticket Restaurant® 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 the registered office of 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 establishment likely to accept Ticket Restaurant®, who meets the affiliation conditions issued by EDENRED, to join the Ticket Restaurant® system.

2.4 EDENRED will credit the CUSTOMER with the face value of the unused Ticket Restaurant®, providing that they reach EDENRED's head office at the latest three months after the validity date shown on the back of the voucher and that they satisfy the conditions hereafter. Past this date, the Ticket Restaurant® will no longer be credited and will lose their value. Any Ticket Restaurant®, whose return to EDENRED's head office within the agreed time limit is confirmed, will only be reimbursed if they are returned intact, not torn, unstained and clean. Furthermore, they must be returned to EDENRED in the envelope provided for this purpose; if complete envelopes are returned: sort by validity date and by face value, as the envelopes are numbered; if loose vouchers are returned: without staples, or sticky tape, or coupons or tickets with no value. The credit note will be sent within 15 working days (not including Saturday) from the reception date of the unused Ticket Restaurant®.

2.5 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 Restaurant® will be sold at a price equivalent to their face value.

The cost of the services provided is equivalent to% of the price of the Ticket Restaurant increased by the applicable VAT, with a minimum of EUR 20.00 excl. 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 1 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.

The CUSTOMER promises to only use the meal vouchers issued by EDENRED for the duration of this contract and to be supplied by EDENRED alone.

ARTICLE 4

This agreement is concluded for a term of one year commencing on the date of its signature. Unless the contract is terminated by one of the parties by registered letter to the other party at least 6 months before it ends, the contract will be tacitly renewed for consecutive periods of one year.

ARTICLE 5

The invoices will be sent by regular mail or email. 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 Restaurant®. 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 Restaurant®, 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 Restaurant® 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. If the payment is made by direct debit, the CUSTOMER must provide EDENRED with the necessary authorisation, by signing a SEPA Direct Debit mandate. The invoice serves as pre-notification and will inform the CUSTOMER of the amount that will be debited from their account, which the CUSTOMER formally accepts. The direct debit may come into force when the second invoice is issued.

The Ticket Restaurant® 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 Restaurant® 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 Restaurant® 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 Restaurant® 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 LUXEMBOURG the right to suspend all deliveries of Ticket Restaurant® 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.

ARTICLE 6

EDENRED reserves the right to modify the cost of its services at any moment. The CUSTOMER will be informed by letter sent by ordinary or registered post of any modification to this price. The CUSTOMER will be given at least 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 post, 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 7

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-Ville.

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.

