

Customer N°:

(If you are already a customer)

Group :

D.C.:

Contract between: EDENRED LUXEMBOURG S.A. (Ticket Restaurant division), with its registered office at L-1855 Luxembourg, 46a Avenue John F. Kennedy, VAT LU 154 77706, RCS B42434, hereinafter referred to as EDENRED and validly represented by **DAMIEN BECK** and the CUSTOMER, described below:

CUSTOMER INFORMATION

Company name and legal form _____
 Address (reg.office) _____ N° _____ Floor _____
 Postcode _____ Municipality _____
 VAT LU _____ R.C.S. _____ ☐ Private ☐ Public
 Represented by ☐ Mr. ☐ Ms. _____
 E-mail : _____
 TEL : _____ Fax : _____ Title: _____
 Bank account : _____
 Sector of activity : _____ Date of creation : _____
 Nunumber of beneficiaries: _____ Number of employees: _____

CONTACT INFORMATION

EDENRED relations manager:

☐ Mr. ☐ Ms. _____ Title: _____

Language : ☐ FR ☐ EN Tél. : _____ E-mail* : _____

**essential to send you all the information, including legal*

In charge of invoicing: (Contact person who will receive invoices and requests for payment depending on mode payment).

☐ Mr. ☐ Ms. _____ Title: _____

Language : ☐ FR ☐ EN Tél. : _____ E-mail* : _____

** essential to send you all the information, including legal*

In charge of orders: (Contact person who will receive all details needed to place Ticket Restaurant® orders).

☐ Mr. ☐ Ms. _____ Title: _____

Language : ☐ FR ☐ EN Tél. : _____ E-mail* : _____

** essential to send you your customer reference and receive the e-slip*

In charge of delivery: (Contact person who will receive the various parcels).

☐ Handed over automatically upon receipt unless expressly otherwise stated by you

or

☐ Mr. ☐ Ms. _____ Title _____

Language : ☐ FR ☐ EN Tél. : _____ E-mail : _____

Delivery address : ☐ identical to that given above ☐ different address

Street _____ n° _____ Box _____ Floor _____

Po _____ Municipality _____

FINANCIAL CONDITIONS AND LENGTH OF CONTRACT (reserved for Edenred)

Pyt : ☐ D ☐ V ☐ PP

Fiduciary : _____

☐ 1st month of dist. topers. : _____

PS : _____ VF : _____

Delivery costs : _____

Limit : _____

Delivery mode : SAFETY

☐ logo

☐ detailed e-slip

☐ summary e-slip

☐ CO (Cortex)

☐ CM (file)

☐ CD (tél., fax, courier, ...)

Packages :copies

Technical data file Production : ☐ yes ☐ no

WP user :copies

Escapade :copies

Special offer coupon : ☐ yes ☐ no E-mail HRM: _____

THE FOLLOWING HAS BEEN AGREED

ARTICLE 1

EDENRED undertakes to supply to the CUSTOMER meal vouchers issued by EDENRED under the brand name Ticket Restaurant subject to the terms and conditions set out below. These terms and conditions of sale, delivery and payment apply to all contracts concluded with EDENRED. Unless otherwise agreed, the terms and conditions of purchase or supply or the commercial terms and conditions of the CUSTOMER cannot be enforced upon EDENRED.

ARTICLE 2

EDENRED undertakes:

2.1. To deliver to the CUSTOMER, at their registered office or any other place situated in the Grand Duchy of Luxembourg and agreed between the parties, the Ticket Restaurant vouchers within four working days (not including Saturdays) of receipt and acceptance by EDENRED of the written order from the CUSTOMER, irrespective of the means used (paper, electronic or other).

The delivery will be made by EDENRED in accordance with the delivery method of their choice. Should the CUSTOMER opt for another means of delivery (such as post or registered delivery), the Ticket Restaurant vouchers and all related elements will be delivered at their cost and risk. EDENRED may not, under any circumstances or for any reason whatsoever, be held liable for the theft, loss or deterioration which may occur owing to or during the delivery method chosen by the CUSTOMER, who assumes the consequences thereof alone.

2.2. At the request of the CUSTOMER and within the reasonable limits of the EDENRED IT system, to personalise the Ticket Restaurant vouchers intended for the CUSTOMER by indicating thereon the company name and registered office of the CUSTOMER or any other particular detail suggested by the CUSTOMER and accepted by EDENRED.

The CUSTOMER guarantees EDENRED, without any reservations, that it has the right to use the requested details and releases EDENRED from any liability in this respect.

2.3. Invite any establishment likely to accept Ticket Restaurant vouchers and that meet the terms and conditions of affiliation issued by EDENRED, to join the Ticket Restaurant vouchers system.

2.4. EDENRED will credit the CUSTOMER with the face value of unused Ticket Restaurant vouchers provided that they reach the registered office of EDENRED at the latest within three months of the validity date indicated on the front of the voucher and meet the conditions laid down below. Once this period is over, the Ticket Restaurant vouchers will no longer be credited and will lose their value. Ticket Restaurant vouchers which can be proved to have been returned to the EDENRED registered office within the stated deadlines will only be reimbursed if they are returned intact, untorn, unsmudged and clean. In addition, they must reach EDENRED in the envelope provided for this purpose; either, for complete envelopes returned, sorted by validity date and face value, with the envelopes themselves numbered; or, for bulk returns: without staples or sticky tape or special officer coupons or valueless tickets. The credit note will be sent within 15 working days (not including Saturdays) of the due receipt of the unused Ticket Restaurant vouchers.

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 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.

ARTICLE 3

The Ticket Restaurant vouchers will be sold at a price equivalent to their face value. The services are provided in return for a price equivalent to % of the price of the Ticket Restaurant vouchers, plus the applicable VAT, with a minimum of **€ 20, excl. VAT** per invoiced delivery.

The service provision costs (SP) will be revised annually on 1 January on the basis of consumer price index (general index linked to the base 01.01.1948), as published by STATEC and starting from the official figure applicable on the day on which this contract comes into force (basic index).

On 1 January every year, the service provision costs will be automatically adjusted using the following formula:

$$\frac{\text{SP x new index}}{\text{index}} = \text{new amount of SP Basic}$$

The service provision costs may never, however, fall below the amount applicable on the date on which they are adjusted.

The CUSTOMER undertakes, during the period covered by this contract, to use only vouchers issued by EDENRED as meal vouchers and to obtain supplies only from EDENRED.

ARTICLE 4

This contract is concluded for a period of one year commencing on the date on which it is signed. Unless the contract is terminated by one of the parties, with notification thereof sent to the other party by recorded delivery with acknowledgement of receipt, giving prior notice of six months before its expiry date, the contract will be renewed tacitly for successive periods of one year.

ARTICLE 5

Invoicing will be carried out either on paper or electronically. Electronic invoices will be placed at the disposal of the CUSTOMER on the internet platform designated by EDENRED, at the same time as the delivery of the Ticket Restaurant vouchers. EDENRED guarantees the authenticity of the origin of electronic invoices, the integrity of their content and their legibility. The CUSTOMER expressly accepts the probative nature of these electronic invoices. If the CUSTOMER wishes to receive paper invoices, they must request this in writing from EDENRED.

The price of the Ticket Restaurant vouchers, equivalent to their face value plus the service provision costs, delivery costs and applicable VAT (the 'Price'), must be paid at the latest on the day of delivery of the Ticket Restaurant vouchers. In the event of late payment, EDENRED reserves the right to cancel the order without prior formal notice. The price must be paid by means of a SEPA Credit Transfer or, if provided for in the special terms and conditions, a SEPA Direct Debit instruction. If the payment is made via direct debit, the CUSTOMER validly mandates EDENRED to this end by signing a SEPA direct debit mandate. The invoice serves as pre-notification and informs the CUSTOMER of the amount to be debited from their account, which the CUSTOMER expressly accepts. The direct debit instruction may be effective from the second invoice.

The Ticket Restaurant vouchers supplied to the CUSTOMER remain the exclusive property of EDENRED until payment in full of the related invoices, at the risk of the CUSTOMER, considered to be the depositary. In the event of non-payment, EDENRED will have the choice either to request payment or to request return, without prejudice to the right to claim damages for any loss suffered. If the contract is cancelled or terminated or the Ticket Restaurant vouchers are recovered on the basis of the reservation of ownership clause, the CUSTOMER will bear all the costs incurred. In this context, the CUSTOMER formally and irrevocably undertakes not to use the Ticket Restaurant vouchers delivered, not to dispose of them, not to distribute them and not to put them in circulation as long as the total price has not been paid in full and irrevocably. In the event of late payment, for any cause whatsoever, the CUSTOMER undertakes to return the Ticket Restaurant vouchers immediately at the request of EDENRED; the CUSTOMER hereby authorises, for the time being, that they be reclaimed automatically and without prior formal notice.

"Without prejudice to the above provisions, any delay in payment will entail, automatically and without prior formal notice, the debiting of interest on arrears calculated at the rate stipulated in Articles 3 (1) and (2) of the amended act of 18 April 2004 on payment periods and interest on arrears, plus 2%, and the debiting, as damages to cover administrative costs, of a sum equivalent to 17% of the unpaid amount in principal, with a minimum of € 100. Any delay in payment further authorises EDENRED, automatically and without prior formal notice, to suspend all deliveries of Ticket Restaurant vouchers, to demand payment immediately and without a discount of any sum, even those not yet due, and to invoke the automatic cancellation of this agreement.

ARTICLE 6

EDENRED reserves the right at any time to modify the rate for its services. The CUSTOMER will be informed of any modification in the rate by ordinary post or recorded delivery with acknowledgement of receipt, giving the CUSTOMER six weeks' notice. In this case, the CUSTOMER will be entitled to inform EDENRED of the termination of this agreement with effect as of the entry into force of the new rates applicable, by registered letter with acknowledgement of receipt, giving prior notice of at least 15 days before this date. Otherwise, the new rates will be considered to have been expressly accepted by the CUSTOMER who will be irrevocably bound by the new rates applicable.

ARTICLE 7

The parties subject their contractual relationship to Luxembourg law. Any dispute relating to the conclusion, interpretation or implementation of this contract falls under the exclusive jurisdiction of the courts of Luxembourg-City.

For the purpose of this agreement, the CUSTOMER elects domicile at the address indicated at the top of this document, where all communications and notifications of statutory or non-statutory deeds may validly be sent.

This agreement is governed by Luxembourg law.

Drawn up in duplicate in on/...../20....
each of the parties acknowledging receipt of their copy.

Signature of the CUSTOMER

Signature of EDENRED