

General Business Terms and Conditions for the Procurement and Cooperation Contract (“GBTC”)

A.COMMON PART

I. INTRODUCTORY PROVISIONS

- The present GBTC regulate the relationships between and the mutual rights and obligations of Pluxee and the Partner when cooperating under the Contract.
- Terms that are not directly defined in the Contract shall carry the meaning assigned to them under Article II of the GBTC when used in the Contract and the GBTC.
- The legal relationship between Pluxee and the Partner shall be governed by the common part A of these GBTC and further by the specific parts of GBTC (marked B to D), which deal with the procurement method explicitly specified in the Contract. In the case of discrepancy between the common part A and the specific parts B to D the provisions of the specific parts of GBTC shall prevail.
- The terms and Products stated in the Contract and GBTC shall be also governed by the provisions and rules stated in the document Acceptance Conditions, which is available on the website www.pluxee.cz.
- The Partner shall submit a draft Contract in writing or by electronic means using the partner portal. In the case of an electronic draft Contract, a summary of the draft shall be sent to the Partner’s registration e-mail address, and the Contract shall be concluded once Pluxee confirms the draft in the Pluxee-account portal.
- Pluxee provides access to the Pluxee-account portal to all Partners regardless of the manner of their contracting relationship with Pluxee.
- The purpose of these GBTC is to establish legal, business and financial conditions which apply to:
 - inclusion of the Partner in the Pluxee partnership network;
 - promotion of the Partner and its Benefits in the Pluxee Application and the User Portal;
 - conditions for acceptance of Vouchers in Transactions and their billing to Pluxee;
 - brokering of opportunities to enter into contracts of sale or contracts for the provision of Benefits.
- The Partner expressly declares that it has read these GBTC, that it understands them, and that it fully accepts them. The Partner expressly confirms that the information it has provided during the electronic contracting process in the Pluxee-account portal or in a written draft Contract is correct and complete.

II. DEFINITION OF TERMS

Unless specified otherwise in the Contract or the GBTC, the following terms shall carry the meaning assigned to them below:

Beneficiary denotes a person who, on the basis of their employment for the Client or on any other legal grounds, is authorised to use a Benefit whose value will be covered by any of the methods specified in the GBTC.

Benefit generally means goods or services offered by the Partner and paid for in any of the ways defined in the GBTC. It can also mean a particular list of Benefits provided by the Partner, which is up to date upon entry into the Contract, and which forms an Appendix to the Contract.

Cafeteria refers to an electronic system operated by Pluxee which enables arrangements for employee Benefits, available at www.ucet.pluxee.cz.

Price List denotes Pluxee’s relevant price list (or price lists) regulating the consideration Pluxee is entitled to in exchange for brokering the sales opportunity or provision of Benefits to the Beneficiaries under the conditions specified in GBTC. The version of the Price List as in force on the date of establishment of the Agreement is provided under [Annex 1 of the GBTC](#).

Holder means an individual authorised to use an Electronic Card based on an agreement with the Client.

Confidential information means any business or technical data of one of the Parties accepted, disclosed or otherwise received by the other Party in writing, visually, electronically or verbally. These data further particularly include technical information, marketing and business plans, databases,

specifications of designs and materials, preparative plans and procedures, templates, models or examples, prototypes, tools, drawings, sketches, purchase requirements, engineering information, samples, software, (including source and machine codes), forecasts and estimates, identity and details of actual or potential customers or projects, patents, innovations, inventions, industrial designs, discoveries, know-how, trade secrets and the same business or technical data from any third party held by either Party. Confidential Information further expressly includes:

(i) all information provided by the Parties in the course of Contract negotiations excluding information expressly intended for publishing (e.g. lists of Facilities, lists of Benefits, offers for the purpose Cafeteria systems, etc.) and (ii) all information and facts concerning the concept of the issue and use of Vouchers, Electronic Cards, ePASSES and Cafeteria systems, as well as information and facts which are moreover a part of Pluxee’s trade secrets.

Electronic Card means a valid electronic card issued by Pluxee for personal use by customers for the purpose of making Transactions, in particular Card Gastro and/or Flexi.

Pluxee Partner portal is a secure internet portal available at the address <https://partner.pluxee.cz> or any other internet portal that replaces it.

eVoucher means an SMS voucher generated from funds on a leisure activities account.

Flexi stands for a card issued by Pluxee which the Holder uses to pay for non-monetary benefits provided by the employer to an employee or the employee’s family members in tax-exempt form under the Income Tax Act. FPCs can be transferred from the Beneficiary to another person subject to specifications and conditions under the Income Tax Act.

Card Gastro stands for a payment card issued by Pluxee, which allows the Beneficiary to pay for meals provided by the employer under the Income Tax Act as a non-monetary benefit for employees. Cards Gastro are non-transferable.

Internet order means an order of a Benefit in favour of a Beneficiary placed by the Beneficiary on behalf of the Client with a Partner by means of the Partner Internet Shop, where the Benefit shall be paid for via the Cafeteria system payment gateway.

Partner Internet Shop means the internet shop of a Partner where it is possible to pay for a Benefit through the Cafeteria system or from the Beneficiary’s personal account.

Account means an internal register of a Partner’s receivables kept by Pluxee, to which payments are credited for Benefits drawn by the Partner using an Electronic Card.

Client means a person in a legal relationship with a Beneficiary, where the Client has a contract with Pluxee concerning procurement in drawing Benefits.

Contact Person means a person authorised to represent a Partner in all matters associated with the performance of a Contract, who is identified in the Contract or in the manner defined in Article VI. (7) of the GBTC.

Monthly summary means an automatically generated (i) ePASS summary for which validity was confirmed successfully in the given month and which Pluxee is to pay to the Partner or (ii) a summary of Benefits ordered through the Cafeteria system which were successfully provided to the Beneficiary in the given calendar month, and if applicable, **Card Multibenefit** denotes a plastic card that serves as a technical carrier making it possible to integrate Card Gastro and Flexi functions into a single card.

Order means an order of a Benefit in favour of a Beneficiary, which the Beneficiary places with a Partner on behalf of a Client through a Cafeteria system.

Online Payment is a means of making payments to a Pluxee-account using a card number and a subsequent security code, which is sent to the user’s mobile.

Civil Code means Act No. 89/2012 Coll., the Civil Code.

Partner means a person who has entered into a Contract with Pluxee.

Payment Gateway means an online environment for making payments with benefits via the internet.

Acceptance Conditions is the term for a separate document issued by Pluxee which regulates some other rights and obligations of the Partner when accepting individual

methods of payment for Benefits pursuant to the GBTC, including technical conditions stipulated by Pluxee.

Personal Data Protection Conditions are conditions governing processing of personal data between the Parties, where the Parties accept these conditions (i) in a Contract in paper form or (ii) when entering into a Contract by electronic means in the Pluxee Partner portal; these conditions are available in full at: <https://www.sodexo.cz/dokumenty-ke-stazeni/>.

Fee means a payment or another amount belonging to Pluxee pursuant to the Contract and the respective Price List.

Voucher denotes a paper Pluxee voucher in the form of an Voucher Assistance, Voucher Gift, Voucher Flexi, Voucher Gastro. The provisions of these GBTC concerning Vouchers in relation to the Partner always mean the particular Voucher type which the Partner has agreed to accept in the Contract.

Facility means the registered office, place of business or other place where the Partner allows its customers to purchase Benefits. For the current list of Facilities valid as at the date of the Contract, refer to the Annex thereto.

Account statement means an automatically generated current balance of each Partner’s individual Account as of the last day of the period selected for billing.

Contract means a Procurement and Cooperation Contract entered into between Pluxee and a Partner in paper form or electronic form in the Pluxee-account portal.

Contractual documentation is a general designation for any of the following documents or parts thereof - a Contract, the GBTC, the relevant price list, Personal Data Protection Conditions, and Acceptance Conditions including their annexes, changes or amendments, and further any data or documents relating to or provided in connection with electronic entry into a Contract.

Party means a Party to a Contract, i.e. Pluxee or a Partner.

Pluxee means the company Pluxee Česká republika a.s., Company Reg. No. 618 60 476, with its registered office at the address Prague 5 – Smíchov, Pízeňská 3350/18, post code 150 00, registered at the Municipal Court in Prague, Section B, File 2947.

Terminal means any hardware, software or other electronic or telecommunications devices used by a Partner to accept Vouchers and make Transactions.

Transaction means acceptance of a Voucher by a Partner as payment of the price of a Benefit by a Beneficiary either in the Partner’s shop, in the Pluxee Application, in the User Portal, or in any other agreed manner.

User Portal means a secure internet portal which allows registered Beneficiaries to manage respective Benefits.

Voucher means any card, voucher or coupon for any use (in electronic or paper form) in accordance with a Contract, i.e. , Electronic Card, , eVoucher and Voucher.

ZDP means Act No. 586/1992 Coll., on Income Tax, as amended.

For the purposes of the GBTC, the specified terms beginning with a capital letter have the same meaning in the plural and the singular.

III. PRODUCT DESCRIPTION

- Voucher Assistance** vouchers are intended solely for the Labour Office of the Czech Republic and constitute a simple way to pay for social benefits. These vouchers may be used in accordance with Sections 21, 36, 42 and 43(4) and (5) of Act No. 111/2006 Coll. on Assistance to Persons in Material Distress, and serve as a means of paying for food, clothes, shoes and basic hygienic needs. They may not be exchanged for cash or used to purchase alcohol or tobacco products. These vouchers may be used in pharmacies to purchase pharmaceutical supplies (such as thermometers or nappies), special groceries (such as gluten-free or lactose-free food, or food for diabetics), some goods at chemists’, etc. They may not be used to purchase drugs which are not basic necessities (in the same way that they may not be used to buy spirits and cigarettes). Vouchers Assistance are not intended for purchasing items from opticians. They can be used to pay for goods in any quantity, and there

is no limit for payment. Assistance Pass vouchers help to ensure the proper use of social benefits. Vouchers are always valid for 16 months from their issue date, i.e. from September of one year to December of the following year. The vouchers are equipped with several security features to prevent counterfeiting (e.g. a holographic strip or thermally active dyes).

2. **Voucher Gift** is voucher for purchasing goods and services from a network of contractual retail outlets. They meet the condition of non-monetary consideration. In order to use tax advantages, it is necessary to respect the provisions of Section 6(9)(g) of the Income Tax Act, as well as the opportunity of provision, which is defined in Decree No. 114/2002 Coll., on the Fund of Cultural and Social Needs. If these conditions are not met, other provisions of the Income Tax Act must be respected when providing goods and services. Vouchers are always valid from 1 January to 31 December of the following year.
3. **Voucher Flexi** is a multi-purpose paper voucher. The voucher is intended for the benefit of employees and their family members. Its provision is governed in particular by Section 25(1)(h) and Section 6(9)(d) of the Income Tax Act.
4. **Card Flexi** is the electronic equivalent of a Flexi Pass paper voucher, with the same purpose.
5. **Voucher Gastro** voucher (luncheon voucher) is a paper voucher intended for procurement of catering services for employees and is used solely for reimbursement of the main meal and food intended for consumption in the course of employee's work shift. Luncheon vouchers may not be used for reimbursement of tobacco products, alcoholic beverages and other non-food goods. Their provision is governed in particular by Section 24(2)(j)(4) and (5) and Section 6(9)(b) of the Income Tax Act. Examples: restaurants, fast food outlets, salad bars, soup bars, grocery/meat/vegetable sellers, food retail chains
6. **Card Gastro** is the electronic equivalent of Gastro Pass paper voucher with the same purpose.

IV. RIGHTS AND OBLIGATIONS OF PLUXEE

1. Pluxee undertakes to issue Vouchers and to perform activities described in these GBTC giving Partners as interested parties the opportunity to enter into contracts for sales or for the provision of Benefits to Beneficiaries themselves, or Beneficiaries representing Clients.
2. Pluxee undertakes to use the User Portal and Pluxee Application to promote Partners and the Benefits that they offer, and Partners agree to such publicity. Partners agree that Pluxee is entitled to use photographs of Facilities taken by a Partner and similar related materials for such promotion, as well as for other marketing and business purposes of Pluxee.
3. Contracts do not bind Pluxee to perform any other services for Partners than those explicitly described in the GBTC and whose application is specified in a Contract; the responsibility of Pluxee to mediate opportunities for entry into contracts pursuant to paragraph 1 consists exclusively in the inclusion of Partners in a programme allowing payment for Benefits as defined in the GBTC.
4. With respect to the nature of the programme allowing payment of Benefit prices by the payment methods described in the GBTC, it is agreed that contrary to the provisions of Section 2450 of the Civil Code, Pluxee has the right to a commission even in the event that Pluxee acts as an intermediary for the Client or a Beneficiary with whom a Partner enters into a contract for sale or for the provision of a Benefit.
5. Pluxee is not entitled to compensation of the costs incurred in connection with the procurement of service provision.
6. The Parties agree that the provisions of Section 2453 and 2454 of the Civil Code shall not apply, and that the provisions under Article VI. (1) to (4) of the GBTC shall apply to the expiry and termination of mutual relationships between Pluxee and the Client.
7. Considering the nature of the scheme, which makes it possible to pay for Benefits using the payment methods set out in the GBTC, the Parties agree that the provisions of Section 2446, 2451 and 2452 of the Civil

Code shall not apply.

8. Pluxee undertakes to pay the Partner for Vouchers in conformity with the conditions stipulated by the Contractual Documentation.
9. Pluxee shall have the right to discontinue meeting the obligations under the Contract, or to suspend the performance of its duties if the Partner is in default of any of the obligations under the Contract. Similarly, Pluxee is also entitled to suspend any payment to the benefit of a Partner if it comes to light that the Partner is in breach of valid legal regulations. In such cases, suspended payments to the benefit of the Partner shall not be made until after the Partner brings its conduct into conformity with effective legal regulations of the given place and time.

V. RIGHTS AND OBLIGATIONS OF THE PARTNER

1. The Partner undertakes to accept the procedures specified in these GBTC and specified in the relevant Contract as a means of payment for Benefits specifically identified in the Contract, and shall do so in a manner that is consistent with the Acceptance Conditions.
2. The Partner undertakes to accept only valid Vouchers and to check them to make sure that Pluxee is their issuer, or that they have been issued by another authorised party.
3. The Partner undertakes to treat Beneficiaries at least in an equal manner to its other customers paying the prices for Benefits by methods other than Vouchers; the Partner especially undertakes not to burden Transactions with any additional fees or other restrictions not applicable to other payment methods.
4. The Partner shall be solely responsible for the due provision of Benefits and for their quality in relation to the Beneficiaries and Clients; in particular, Pluxee is bound to settle complaints from Beneficiaries related to Benefits provided by the Partner or defects in such Benefits, and shall not bear any liability for such complaints. The Partner shall be bound to exert maximum effort to settle any disputes with a Beneficiary amicably, promptly and in a transparent manner, so that it does not affect Pluxee's reputation. The Partner shall be solely responsible for the fact that the provision or sales of Benefits to Beneficiaries comply with all generally binding legal regulations in the Partner's country of origin, at the given place and time of Transaction in the country where the Beneficiary is located, or in the country to which the Benefit is provided or sold.
5. The Partner undertakes to pay Pluxee the agreed Fees for the activities pursuant to this Contract in conformity with valid Contractual Documentation.
6. The Partner hereby guarantees that it will be authorised to provide the Benefits specified in the Contract for the duration of the Contract. At its own discretion, the Partner may change the Benefits it provides and the Vouchers it accepts, always after delivering prior written notification to Pluxee at least 15 days before such a change takes effect. Acceptance of Vouchers by the Partner within the scope of this change is not possible until after adjusting the Contractual Documentation which Pluxee shall not unreasonably decline.
7. In cases when the Partner is not the direct provider of a Benefit but only the intermediary (e.g. an operator of a discount portal, etc.) of a Benefit provided by a third party, and this fact is explicitly mentioned in the Contract, then the following special rules shall apply to such a Partner:
 - i. The Partner hereby undertakes to allow acceptance of Vouchers according to these GBTC for such third party Benefits that comply with the terms and conditions of these GBTC (such as Benefit limitations according to the purposes of the individual Voucher types);
 - ii. The Partner is bound to take liability for the provision of the Benefit and for its quality towards the Beneficiaries (Clients) on condition of making sure that the person providing the Benefit mediated by the Partner shall be fully liable. In all other matters, paragraph 4 shall apply accordingly.
8. In relation to each Voucher, the Partner shall be bound to visibly mark its Operating Facility with a self adhesive information label which the Partner receives from

Pluxee, or possibly to display the Pluxee logo on a visible external display or sign. The Partner undertakes to make sure that the label (logo) is sufficiently visible and uncovered. In the case of termination of the Contract, the Partner shall be bound to remove these labels from its Facilities without undue delay, and not to display any Pluxee logos any further. The Partner is bound to obtain Pluxee's prior approval before creating or publishing promotional materials referring to or associated with Vouchers.

9. The Partner also undertakes to train staff in each of its Facilities so that they will be able to accept Vouchers in conformity with the Contract, these GBTC and generally binding legal regulations. It shall also make its staff duly familiar with samples and respective protective elements of the Vouchers. Pluxee shall ensure handover of samples in electronic or written format to the Partner upon entry into the Contract and further always when these samples are changed even through a partner portal.
10. The Partner further undertakes to accept each Voucher exclusively as payment for a Benefit for whose reimbursement it is intended and for which the Contract is entered into. Further details in Article III. of the GBTC. The Partner shall refrain from exchanging Vouchers for cash and any other activities which might result in a situation when the Beneficiary receives cash (even partly) instead of a Voucher.
11. The Partner undertakes to observe all generally binding legal regulations concerning Benefits, Vouchers and Transactions including respective tax regulation and regulations in the area of hygiene and the food processing industry.
12. No provision of Contractual Documentation establishes a valid legal title of the Partner to use images or other elements which are a part of the Pluxee Partner portal, User Portal or Pluxee Application, and which include, among other things, information, data, trademarks, logos, photographs, texts, sketches, procedures, illustrations and depictions protected by copyright, trademark law or patent law, the right of database originator or by any other right including ownership title; the legal title to such images or other elements shall belong to Pluxee or its affiliated entities including the right to know-how. The Partner undertakes not to handle, in particular not to copy, distribute or use directly or indirectly any elements stated in the previous sentence on any carrier and at any place, unless Pluxee expressly grants its written approval of such actions.
13. The Partner shall cooperate to the maximum extent with Pluxee in this respect, which includes observance of the contingent emergency plan drawn up by Pluxee. The Partner is bound to notify Pluxee immediately of any facts which imply the possibility of fraud in connection with Vouchers, and of the measures which the Partner adopted in connection with this.

VI. DURATION, TERMINATION AND AMENDMENTS TO THE CONTRACT, AND NOTIFICATION DUTY

1. The Contract is executed for an indefinite term. Each Party may withdraw from the Contract by submitting written notice without stating any reasons. The notice period is three (3) months and starts on the first day of the month following the month in which the notice is delivered to the other Party.
2. Pluxee is entitled to withdraw from the Contract with effect as of the moment of submission of notice to the Partner in cases stipulated (i) by law, (ii) in these GBTC, and further if the Partner (iii) violates the Contract or these GBTC, (iv) inappropriately threatens the name or reputation of Pluxee or its affiliates, or (v) interferes in industrial property rights of Pluxee or its affiliates. At its own discretion, Pluxee shall be entitled to withdraw from the Contract or a part thereof, or only in relation to a specific type of Voucher. The Partner shall be entitled to withdraw from the Contract in the case of a substantial breach of Contract by Pluxee, but only after the lapse of a 20-day grace period provided for remedy. The said time limit starts to run on the day of delivery of written notice specifying the flawed conduct.
3. With the provisions of paragraph 2 of this Article of the GBTC, the Parties replace the content of the provisions of Section 2002 and 2003 of the Civil Code.

4. In the case of termination of the Contract, the Partner shall be bound to return all accepted Vouchers to Pluxee within 10 working days. If the Partner fails to return Vouchers to Pluxee within the time limit according to the preceding sentence, the Partner shall not be entitled to any payments for them.
5. Pluxee may change the Contractual Documentation (excluding the actual body of the Contract) or a part thereof during the term of the Contract, whereas in such case:
 - i. Pluxee shall send the modified Contractual Documentation in writing or in electronic form to the Client at least 30 days before the proposed effective date;
 - ii. if the Client does not consent to the modification, the Client may withdraw from the Contract in accordance with paragraph 1.1 above, in which case the Contract shall be governed by the original text of the Contractual Documentation;
 - iii. Pluxee may only modify the Contractual Documentation (excluding the actual body of the Contract) to a reasonable extent, namely as regards (i) the range, methods, conditions and billing of the services provided by Pluxee under the Contract, (ii) the range of the Vouchers issued by Pluxee (including the introduction of new and withdrawal of the existing types of Vouchers); (iii) the appearance and design of the Vouchers, (iv) the methods of paying the price for the Benefits described in GBTC (including the introduction of new, and withdrawal of existing types of payment methods); (v) adjustments to the price list depending on the trends in inflation rates, tax legislation and costs of operating the systems, by which the brokering services are provided under the Contract, (vi) revisions based on changes to technology of Voucher processing (e.g. new technical media and methods of acceptance) and service provision pursuant to the Contract.
6. Pluxee shall be entitled to check proper performance of the Partner under the Contract including inspection of Facilities for the purpose of verification of due acceptance of Vouchers. Pluxee shall be entitled to perform such inspections anonymously without prior notification to the Partner. The Partner hereby agrees to provide Pluxee on request with any reasonably required information and documents concerning fulfilment of the Partner's contractual obligations. The Partner undertakes to provide its full cooperation to Pluxee as part of performance of this Contract.
- iv. The Partner undertakes to provide Pluxee with a list of Facilities without undue delay after entering into the Contract. The Partner is bound to notify Pluxee in writing of all changes which might affect the performance under the Contract including the changes of the information provided to Pluxee for the Contract, for the Pluxee Application or the User Portal, including information about the form of the company, name, registered office, Contract Person, sphere of business, Facilities and other information relevant for performance of the present Contract. Unless the Contract specifies otherwise, the Client consents to Pluxee using electronic invoicing means in connection with the Contract, in particular (i) by making invoices available upon Partner login into Pluxee Partner portal or (ii) if the Partner chooses so by sending invoices to the billing e-mail address stated in the Contract. The condition for electronic billing is stating of an e-mail address in the Contract or its entering using Pluxee Partner portal. If contractually agreed invoices are delivered to a Contact Person in paper form, Pluxee may charge a fee for sending each invoice according to the Price List.
7. The Partner is bound to appoint a Contact Person and to ensure that all negotiations are done by this Contact Person only, unless done by the Partner directly. The Partner shall be entitled to change the Contact Person or its identification data without Pluxee's approval.

VII. BILLING

1. Unless provided otherwise below, Pluxee shall keep continuous electronic records of procurement pursuant

- to the Contract.
2. Upon establishment of Pluxee's right to a Fee, such a right shall not be affected by the following circumstances in relationships between the Partner and the Beneficiary with which the duty to return the Benefit price is associated.
3. In the event that Pluxee rejects a Transaction due to a discrepancy in the Contractual Documentation, Pluxee shall have the right to claim a refund of the bank fee incurred by Pluxee in connection with the refused Transaction.
4. Pluxee shall be entitled to check the conformity of the Transaction with the conditions of the Contractual Documentation and generally binding legal regulations. Pluxee shall be entitled to debit a sum from the Account for its benefit which corresponds to the sum of the Transaction made contrary to the Contractual Documentation or not to pay such an amount to the Partner; the Partner hereby expressly agrees with that.
- v. In the case of fraudulent use of the Voucher, Pluxee reserves the right to (i) debit the amount of Transaction made via a counterfeited Voucher from the Partner's account for its benefit, or (ii) debit the respective sum from the Partner's account provided that the Transaction was the initial point of unauthorised use of a counterfeited Voucher including the electronic transfer of data and the Partner does not therefore act in line with the GBTC; if it is not technically feasible to debit the amount from the Partner's Account, Pluxee may exercise its claim in other ways. This paragraph shall not apply to fraudulent use of a Voucher as a result of an obstacle stated in Article VIII. (1) of the GBTC.
5. Unless provided otherwise below, the Fee shall be reimbursed to Pluxee by set-off, whereas when billing and making payments, Pluxee shall deduct the Fee from the amount due to the Partner and shall reimburse the Partner for this sum reduced by the Fee.
6. Statutory VAT shall also be deducted from every sum to be paid to the Partner.
7. The Partner shall be entitled to request that Pluxee pay only for such Vouchers which are accepted within its Facilities for the respective category of Benefits which it provides according to the Contract.
8. Detailed rules for billing are stated in a special part.

VIII. FORCE MAJEURE

1. Parties shall not be liable for delays or defect in its performance under the Contract, only in such scope (i) if the delay or defect is caused by an extraordinary, unforeseeable and insurmountable obstacle which occurs independently of the Party's will pursuant to Section 2913(2) of the CC and (ii) the Party whose due performance is prevented by this shall immediately notify the other Party of its inability to duly perform its obligations. In such a situation, the Party in default shall not be bound to further perform the obligation affected by the obstacle according to the preceding sentence for the period (i) for which such circumstances last and (ii) the Party shall continually exert maximum efforts in order to start the performance within the widest scope and immediately upon removal of the obstacle. The party in default shall notify the other Party without delay after it has renewed its performance. If circumstances occur constituting an obstacle according to the first sentence of this paragraph, and such a circumstance lasts longer than 30 days, each Party may withdraw from the Contract by submitting written notice to the other Party.

IX. CONFIDENTIALITY

1. Each Party is bound even within the scope expressly stated in the Contractual Documentation or otherwise agreed between the Parties in writing, to keep Confidential Information secret and not to disclose it or otherwise publish it, and not to use it for any other purpose than the one agreed in the Contract for the period of the next 3 years. This shall not apply to such information for which the Party may sufficiently prove that the particular Confidential Information:
 - i. had been known to the Party before it was disclosed by the other Party without the receiving

- Party being bound to confidentiality;
- ii. was generally known or available in the public domain at the moment it was disclosed by the other Party;
- iii. becomes generally known or available in the public domain after being disclosed to the other Party in another manner than by action or lack thereof of the receiving Party which would be contrary to the Contract;
- iv. was disclosed to the receiving Party not bound by confidentiality and not as confidential information or
- v. has been independently developed by the receiving Party without using any of the Confidential Information belonging to the disclosing Party, which is confirmed by written records of the receiving Party.
2. The Partner expressly undertakes to keep confidential the manner of cooperation between the Partner and Pluxee, the content of Contractual Documentation, financial conditions of the Contract including all fees for procurement and not to disclose these to any third party without prior written approval of Pluxee.

X. INDEMNITY

1. The Partner undertakes to pay Pluxee compensation for all losses, damage, claims, proceedings, costs, fees and expenses (including all reasonably exerted costs of examination of events and legal representation), which were caused or had to be exerted by Pluxee as a result of or in connection with any claim made by Pluxee or against Pluxee, due to the Partner's breach of obligations according to the Contractual Documentation or in connection with any Transaction with the Beneficiary.

XI. COMMON PROVISIONS

1. If the Partner is convinced that Pluxee has failed to adhere to the Contract in any specific situation, the Partner may file a complaint against Pluxee where it may only apply the rights defined in the GBTC, and the provisions of Section 1923 and 1924 of the CC shall not apply.
2. The Partner shall only be entitled to file a complaint without undue delay upon finding out or after it could have reasonably found out that Pluxee did not proceed in compliance with the Contract. The complaint must include the Partner's (i) name and surname, company reg. No. and place of business, if the Partner is a natural person, or name, company reg. No., and registered office, if the Partner is a legal entity, and further (ii) the name of the person filing the complaint in the name of the Partner and his/her position, (iii) the number or another identification of the Contract, (iv) a comprehensible description of the subject of the complaint, (v) signature of the person filing the complaint in the name of the Partner, (vi) phone or email for operative complaint settlement.
3. A complaint shall usually be settled within 30 days of delivery of complaint to Pluxee. Any time period provided for revising or adding to the complaint shall not be included in the time limit.
4. As part of their complaint, the Partner may require that Pluxee additionally comply with their obligations under the Contract and that they provide for their compliance in the future.
5. The payment date regarding any amount due by Pluxee is the date on which the amount concerned is debited to Pluxee's bank account in order to be transferred to the Partner's bank account.
6. The Partner may not transfer any receivables under the Contract to a third party without Pluxee's prior written consent.
7. If it is not a matter of (i) the procedure pursuant to Article VI. (5) of the GBTC, (ii) Article V. (6) of the GBTC, or (iii) electronic contracting in the Pluxee-account portal, any amendments and additions to the Contractual Documentation must be provided in writing and signed by all Parties in order to apply.
8. The Client and Pluxee assume the risk of a change of circumstances pursuant to Section 1765(2) of the Civil Code as regards the subject of the Contract.

9. Pluxee may assign its rights and obligations (in total or in parts) under the Contract to third parties. Pluxee shall inform the Partner of any such assignment of rights and obligations. The Partner agrees to such an assignment in advance and waives the right to refuse Pluxee's exemption from its liabilities for this purpose in the sense of Section 1899 of the Civil Code.
10. Entry into a Contract or the acceptance of a Partner into the network of Pluxee partners does not constitute Pluxee's opinion in relation to quality and justification of the provision of Benefits by the Partner (i.e. provision of respective goods and services), even in relation to the intended use of Benefits by the Beneficiaries.
11. Processing of personal data provided between the Parties shall be governed by the Conditions of protection of personal data.
12. If any provision of this Contractual Documentation is found by the respective court or another body to be ostensible, invalid or unenforceable, such a provision shall be considered to be removed from the Contractual Documentation and the remaining provisions of the respective Contractual Documentation shall remain valid (they are severable). In such a case, the Parties shall promptly agree on amendments to the present Contractual Documents that shall make it possible to achieve the same, or if not possible, the closest possible outcome intended by the original ostensible, invalid or unenforceable provision.
13. The Contract shall be governed by Czech law. Any and all disputes resulting from the Contractual Documentation or in connection with it shall be resolved by the Parties by mutual negotiation with the intention of solving the dispute by agreement. If they fail to settle the dispute within 30 days of the first attempt to settle it by agreement, each Party shall be entitled to turn to the respective court in Prague (the Czech Republic).

B. VOUCHERS

XII. RIGHTS AND OBLIGATIONS OF THE PARTNER

1. The Partner hereby undertakes to accept Vouchers as payment for the prices of Benefits, and to provide Benefits to the Beneficiaries in return for the Vouchers in the value corresponding to the total nominal value shown on the Voucher. The Voucher value must be drawn in its full amount.
2. The Partner shall check the Voucher before its acceptance. The Partner shall be bound to accept only a Voucher before expiry of its validity (marked on it), corresponding to the valid template of the Voucher, not devalued by a stamp, cut or in any other way and containing security features.
3. In the case of additional instructions printed on the Voucher regarding its use, the Partner shall only accept the Voucher in compliance with these additional instructions. Besides that, the Vouchers may also include optional features (such as the Client logo, advertisement) that are not to the detriment of the Voucher validity and the Vouchers with them can be used within the same scope as Vouchers not containing these optional features.
4. The Partner hereby agrees to cancel the Vouchers immediately upon receiving them as payment for a Benefit by a stamp on the rear side of the Voucher at the place visibly marked for this purpose.
5. The Partner hereby undertakes to handle Vouchers exclusively in the manner foreseen in the Contract or these GBTC; Vouchers are not a currency and therefore may only be paid through Pluxee and cannot be used in any other way. The Partner is solely responsible for any handling of Vouchers within its Operating Facility, and Pluxee shall not be responsible for any damage, theft or cancellation of Vouchers controlled by the Partner.
6. The Partner hereby undertakes to confirm that the recreation, i.e. a stay or a trip, took place, to the Beneficiary paying (a part of) the price of purchased Benefits with Holiday Pass Vouchers, if requested so by the Beneficiary and if the Beneficiary submits the names and birth certificate numbers of participants of the stay or the trip to be included in the confirmation.

XIII. RIGHTS AND OBLIGATIONS OF PLUXEE

1. Pluxee undertakes to secure Vouchers against counterfeiting with protective features.
2. Pluxee undertakes to pay the Partner only for complete and valid Vouchers duly accepted by the Partner in its Facilities before termination of the Contract as payments for Benefits submitted to Pluxee for redemption in compliance with the relevant Contract Documentation and technical conditions for payment stipulated by Pluxee.
3. Pluxee hereby undertakes to inform Clients that Vouchers are not exchangeable for cash, even if an order is cancelled.
4. Pluxee hereby reserves the right to issue other types of Vouchers for payment for the same services as the currently issued Voucher types. If such new Voucher types clearly state that they can be accepted as an equivalent for a certain Voucher type pursuant hereto, and Pluxee informs the Partner in advance, then Pluxee and the Partner shall be liable to handle these Vouchers according to the conditions stipulated by the Contract for the replaced Voucher type.

XIV. BILLING

1. The Partner hereby agrees to pay Pluxee a commission for procurement in the context of the Voucher system for each accepted Voucher in the amount pursuant to the Price List valid as of the date of submission of the Voucher to Pluxee for payment.
2. The Partner shall be entitled to submit Vouchers accepted in its Facilities to Pluxee for billing and payment on an ongoing basis, but not later than by the end of the month following the expiry of the validity of the given Voucher.
3. Pluxee shall not take responsibility for Vouchers lost during transport and shall only pay the Partner for actually received Vouchers. In the case of any discrepancy between the "Voucher breakdown list" and the physically submitted Vouchers, the billing and subsequent payment of the received Vouchers shall be based on the physical Vouchers counted by Pluxee.
 - vi. The Vouchers submitted for payment shall not be stuck or stitched together. Pluxee shall not be bound to pay for Vouchers which (i) are cancelled by a stamp from an entity other than a Partner, (ii) are marked on their face with an "invalid" stamp, (iii) are cancelled in any other way than those described in Article XII (4) of GBTC or (iv) have been submitted for billing and payment upon expiry of the period stated in paragraph 2 hereof, Article VI. (4) of the GBTC, or the Acceptance Conditions, or (v) have not been accepted in conformity with the Contract. Pluxee shall be entitled to suspend a payment due for Vouchers until a full examination has been completed if there is a suspicion that the submitted Vouchers contain defects.

4. Pluxee shall bill and pay out the value of the submitted Vouchers to the Partner by wire transfer to the bank account of the Partner specified in the Contract within ten (10) business days of the day of their submission by the Partner together with a duly filled out "Voucher breakdown list"; this shall not apply to Gastro Pass Vouchers.
5. Pluxee shall always become entitled to a commission hereto at the moment of acceptance of a Voucher from the Partner for the purpose of payment of the value of a Benefit.
6. The Partner undertakes to observe the Conditions of Acceptance, which also contain the provisions for a Voucher Gastro.

C. ELECTRONIC CARDS

XV. RIGHTS AND OBLIGATIONS OF THE PARTNER

1. The Partner undertakes to accept Electronic Cards for payment of the price of Benefits purchased at the Facility in which the Terminal is located. For the purposes of the previous sentence, payment made by a Beneficiary's payment card connected to its Electronic

Card Gastro is also considered to be payment of a Benefit price by Electronic Card. In return, the Partner undertakes to provide Benefits to the Beneficiaries in the value corresponding to the price of the Benefits paid by means of the Electronic Card.

2. The Partner shall be bound to make sure that during the term of the Contract at least one Terminal (certified by the respective organisation) is operational non-stop in its Facility and must allow acceptance of Vouchers continuously and without fault. Before the first use of a Terminal, the Partner shall be bound to enter its identification number to Pluxee website.
3. Unless the Partner had already done so upon entry into the Contract, it undertakes to submit, without undue delay as of the effective date of the Contract, to provide Pluxee with a list of Facilities in which the Partner undertakes to accept Electronic Cards either (i) by electronic means of E-Pluxee or (ii) in paper form. Similarly in line with the preceding sentence, the Partner shall be bound to inform Pluxee of the number of active Terminals (including the banking institution, type of equipment and its identification number). Unless Pluxee receives by the last day of the respective calendar month information about the fact that the particular Terminal has been deactivated, the number of active Terminals shall remain unchanged for billing.

4. The Partner shall be bound:

- i. to check at each Transaction whether the numerical code of the Terminal corresponds to the identification number assigned by Pluxee, and if it does not correspond, then the Partner is bound to refuse the Transaction and notify Pluxee of this fact. Any Transaction completed at the Partner's side contrary to the preceding sentence may be claimed retroactively by Pluxee from the Partner and satisfied by crediting of the respective sum from the Partner's account to Pluxee's credit;
- ii. act according to the instructions displayed on the Terminal (in particular request entering of the security code, confirm or reject Transaction).
5. Unless specifically agreed otherwise, the Partner undertakes that it would treat Beneficiaries using Electronic Card for payment in the same way as the Beneficiaries using Vouchers for payment, i.e. in particular it shall not charge an additional fee for payment by Electronic Card.
6. The Partner undertakes to comply with the following Acceptance conditions: The Acceptance Conditions are available on the Pluxee website at www.pluxee.cz.
7. The Partner must not accept an Electronic Card for reimbursement of any other performance than the reimbursement of the respective Benefit pursuant to Article III. of the GBTC.
8. The Partner shall use the Terminal at its own responsibility. Pluxee shall not be responsible to the Partner or any third party due to or in connection with (i) faults, errors or malfunction (including situations when the respective adjustment was not made by the Partner) of any Terminal and (ii) loss or theft especially of such data, the origin of which is bound to the Terminal or to any equipment or software, for which Pluxee is not responsible. In the case of circumstances affecting the Terminal, the Partner shall be bound to notify Pluxee immediately in order to secure implementation of new configuration of the application for acceptance of Electronic Cards or updating of data related to the application, if such procedure is necessary.

XVI. RIGHTS AND OBLIGATIONS OF PLUXEE

1. Pluxee undertakes, within 20 working days at the most after receiving complete data from the Partner, to secure activation of Terminals placed in individual Facilities according to a list submitted by the Partner in conformity with the Acceptance Conditions.
2. In the case that it is necessary to update, correct or download again the application for acceptance of Electronic Cards in Terminals, the Partner shall be bound upon request to secure access to individual Terminals.
3. The Partner undertakes to pay to Pluxee a Fee for each sum paid to the Partner by the Beneficiary by means of the Electronic Card. Pluxee's right to receive the Fee is

established always when the respective Beneficiary pays to the Partner the price of the respective Benefit using the Electronic Card.

4. Pluxee shall be responsible to the Partner for proper implementation of the payment via the Electronic Card and the corresponding crediting of its Account with the Benefit price paid by the Electronic Card. However, the balance of the Account shall not be credited (and this shall not be included in the billing) with the reimbursements when the Partner proceeded contrary to the acceptance conditions.
5. The Partner acknowledges and agrees that Pluxee is entitled to monitor internally its Account balance as well as individual reimbursements using the Electronic Card.
6. In the case of a Beneficiary's or Client's complaint regarding excessive or multiple payments of one Benefit or a part thereof by means of the Electronic

Card, the Partner shall be bound upon Pluxee's request to prove provisions of Benefits of each of the claimed unjustified payments. If it is to the contrary, Pluxee shall be entitled to reduce the balance of its Account or if the balance of the Account is insufficient, the Partner shall be bound to reimburse such sum immediately to the Pluxee's bank account which Pluxee notifies for this purpose.

XVII. BILLING

1. Pluxee generates an Account Statement and provides billing as of the last day of the respective accounting period; the billing period is agreed upon in the Contract or may be altered by the Partner in the Pluxee-account portal.
2. Following billing, Pluxee issues to the Partner an invoice for a Pluxee Fee. The invoice shall include the Account

Statement. The invoice shall be sent to the Partner electronically. The day the Account Statement is generated shall be the date of taxable supply for VAT purposes.

3. Pluxee shall reimburse respective Benefits provided by Electronic Cards in the amount according to the Account Statement by cashless transfer to the Partner's bank account stated in the Contract within 5 (for Gastro product) or 10 (for Flexi product) business days of the date of taxable supply of the invoice for the Fee.

These GBTC shall enter into force and take effect on 8th January 2024

Prague, 28 November 2023
Pluxee Česká republika a.s.