

## General Business Terms and Conditions to the Procurement and Cooperation Contract ("GBTC")

### A. COMMON PART

#### I. INTRODUCTORY PROVISIONS

1. The present GBTC regulate the relationships between, and the mutual rights and obligations of Sodexo and the Partner when cooperating under the Contract.
2. The terms that are not directly defined under the Agreement shall carry the meaning assigned to them under Article II of the GCTs when used in the Agreement and the GCTs of the GCTs.
3. The legal relationship between Sodexo and the Partner shall be governed by the common part A of these GBTC and furthermore, by the specific parts of GBTC (marked B through 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 through to D, the provisions of the specific parts of GBTC shall prevail.
4. The terms and Products stated in the Contract and GBTC shall be also governed by the provisions and rules stated in the Acceptance Conditions document, which is available at the following website [www.sodexo.cz](http://www.sodexo.cz).
5. 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 the Partner receives to its registration e-mail a summary of such draft and the Contract is executed upon confirmation of the proposal in the E-sodexo portal by Sodexo.
6. Sodexo establishes access to the E-sodexo partner portal to all Partners regardless of the manner of their contracting relationship with Sodexo.
7. The purpose of these GBTC is to establish legal, business and financial conditions which apply to:
  - i. inclusion of the Partner into the Sodexo partnership network;
  - ii. promotion of the Partner and its Benefits within the Sodexo Application and the User Portal;
  - iii. conditions for acceptance of Vouchers within Transactions and their billing to Sodexo;
  - iv. brokering of opportunities to enter into contracts of sale or or provision of Benefits.
8. 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 within the electronic contracting process in E-sodexo or in the written Contract offer are correct and complete.

#### II. DEFINITIONS

Unless specified otherwise under the Agreement or the GCTs, the following terms shall carry the meaning assigned to them below:

**AP** means a non-transferable card issued by Sodexo called ActivePass or ActivePass Plus. AP serves for the Beneficiary as a certificate of authorisation for entry into the Partner's Operating Facility for the purpose of sport relaxation and fun activities.

**Beneficiary** denotes a person who, as part of their employment with the Client or on any other legal grounds, is authorised to use a Benefit, the value of which shall be covered using any of the methods specified in GBTC.

**Benefit** generally means goods or services offered by the Partner and paid for in any of the ways defined in the GBTC. Further, it may be a particular list of Benefits provided by the Partner, which is up-to-date upon entering into the Contract and which forms an Appendix to the Contract.

**Cafeteria** refers to an electronic system operated by Sodexo which enables arrangements for employee Benefits, available at [www.mojebenefity.cz](http://www.mojebenefity.cz).

**Price List** denotes Sodexo's relevant price list (or price lists) regulating the consideration Sodexo 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 Contract is provided in **Annex 1 of the GBTC**.

**Holder** means an individual authorised to use an Electronic Card or AP on the basis of agreement with the Client.

**Confidential information** is any business or technical data of one of the Parties accepted or disclosed or otherwise received by the other Party in writing, visually, electronically or verbally. These data further include particularly technical information, marketing and business plans, databases, specifications of designs and materials, preparation plans and procedures, patterns, models or examples, prototypes, tools, drawings, sketches, purchase requirements, engineering information, samples, software, (including source and machine code), 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. The Confidential Information further expressly includes (i) all information provided by the Parties in the course of Contract negotiation excluding information expressly intended for publishing (e.g. list of Facilities, list of Benefits, offers for the purpose Cafeteria systems, etc.) and (ii) all information and facts concerning the concept of issuing and use of Vouchers, Electronic Cards, ePASSs, AP and Cafeteria systems as information and facts which are moreover a part of Sodexo's trade secret.

**Electronic Card** is a valid electronic card issued by Sodexo for personal use by the customers for the purpose of implementation of Transactions in particular GPC and/or FPC.

**ePass** means an SMS coupon generated from the funds at the Cafeteria account.

**E-sodexo** means a secured internet portal available at [www.e-sodexo.cz](http://www.e-sodexo.cz) or any other

internet portal which replaces it.

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

**FPC** is a card called the Flexi Pass CARD issued by Sodexo that serves the Holder for the payment of the price of 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. The FPC may be transferred from the Beneficiary to another person subject to the specifications and conditions under the Income Tax Act.

**GPC** means a payment card called Gastro Pass Card issued by Sodexo, which allows the Beneficiary to pay for meals provided by the employer under the Income Tax Act as non-monetary benefit for employees. The GPC is not transferable from the Beneficiary to any other person.

**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 and paid for by means of the payment gate of the Cafeteria system.

**Partner Internet Shop** means an internet shop of a Partner allowing Benefit price payment through the Cafeteria system or from the Beneficiary's personal account.

**Account** means an internal register of Partner's receivables maintained by Sodexo, to which payments are credited for the Benefits the drawing of which was implemented by the Partner using the Electronic Card or AP.

**Client** means a person in a legal relationship with the Beneficiary, whereas the Client has a contract with Sodexo concerning procurement in Benefit drawing.

**Contact Person** means a person authorized to represent the Partner in all matters associated with performance of this Contract named in the Contract or in the manner defined in Clause VI., subcl. 7 of GBTC.

**Monthly Summary** means an automatically generated (i) ePASS summary for which validity confirmation took place successfully in the given month and which Sodexo shall pay to the Partner or (ii) summary of Benefits ordered in Cafeteria system which were successfully provided to the Beneficiary in the given calendar month possibly (iii) summary of inputs into the Partner's facility in the given calendar month recorded at the Account for AP.

**MPC** denotes a plastic card that serves as a technical carrier making it possible to integrate the implementation of the GPC and FPC functions within a single card.

**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 Cafeteria system

**Online Payment** means a method of implementation of payment by means of a card number and subsequent security code which the user receives to its mobile appliance to E-sodexo.

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

**Partner** is a person who entered into a Contract with Sodexo.

**Payment Gate** is an online environment for implementation of a payment by benefit means via the internet.

**Acceptance Conditions** mean a separate document issued by Sodexo which regulates some other rights and obligations of the Partner when accepting individual methods of payment of Benefits according to GBTC including technical conditions stipulated by Sodexo.

**Conditions for protection of personal data** are the conditions governing processing of personal data between the Parties, whereas the Parties accepted these conditions (i) as part of a written form of the Contract or (ii) as part of electronic execution of the Contract in E-sodexo portal and these conditions are fully available at: <https://cz.sodexo.com/home/prohlaseni-sodexo-gdpr.html>.

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

**Voucher** denotes a paper Sodexo voucher in the form of an Assistance Pass, Bonus Pass, Dárkový Pass, Flexi Pass Gastro Pass, Holiday Pass, Relax Pass, Smart Pass or Vital Pass. 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, the place of business or another place where the Partner allows its customers to purchase Benefits. For the current list of the 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 the Procurement and Cooperation Contract by and between Sodexo and the Partner in writing or in electronic format at the E-sodexo portal.

**Contractual Documentation** is a general designation of any of the following documents or a part thereof - Contract, GBTC, respective price list, Conditions for Protection of Personal Data, Acceptance Conditions including their annexes, changes or amendments and further also data or documents related to or provided in connection with electronic execution of the Contract.

**Party** is a Party to the Contract, i.e. Sodexo or Partner.

**Sodexo** is Sodexo Pass Česká republika a.s., company reg. No.: 618 60 476, registered office Praha 5 - Smíchov, Radlická 2, postcode 150 00, registered at the Municipal Court in Prague, section B, file 2947.

**Terminal** means any hardware, software or any other electronic or telecommunication device used by the Partner for acceptance of Vouchers and implementation of Transactions.

**Transaction** means acceptance of the Voucher by the Partner for the payment of the price of the Benefit by the Beneficiary either in the Partner's shop, in Sodexo Application, in the User Portal or in any other agreed manner.

**User Portal** is secured internet portal which allows the Beneficiary who is registered there to manage respective benefits.

**Voucher** means any card, voucher or coupon for any use (electronic, paper) according to this Contract, i.e. AP, Electronic Card, ePass,

eVoucher and Voucher.

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

The terms defined above have the specified meaning within GBTC if they are stated with first capital letters in plural and vice versa.

### III. PRODUCT DESCRIPTION

1. **ActivePass** is an electronic card, employee benefit in the area of sports, relaxation or leisure activities intended for employees and their family members (Section 6(9)(d) of Income Tax Act). It allows one entry per day with contractual partners. Payment by this card may be implemented using card readers or in the E-sodexo portal.
2. **Assistence Pass** vouchers are intended solely for the Employment Bureau of the CR and constitute a simple way of payment of social benefits. These vouchers may be used in conformity with Section 21, Section 36, Section 42 and Section 43(4) and (5) of Act No. 111/2006 Coll. on help in material distress and are intended for payment for food, clothes, shoes and basic hygienic needs. They may not be exchanged for cash or used for purchasing of spirits or tobacco products. These vouchers may be used in pharmacies for purchasing of pharmacy supplies (e.g. thermometer, diapers), special groceries (e.g. gluten-free, lactose-free groceries, groceries for diabetics), some goods at chemists', etc. The vouchers may not be used for purchasing of drugs, not belonging to basic necessities (similar to exclusion of spirits and cigarettes). Assistence Pass is not intended for purchasing from opticians. These may be used for paying in any quantity and there is no limit set for any settlement. Assistence Pass vouchers help to ensure the proper use of social benefits. Validity of a voucher is always 16 months from issuance of a new emission, i.e. from September to December of the following year. Vouchers are fitted with several security features to prevent their counterfeiting (e.g. holographic strip or thermally active dyes).
3. **Bonus Pass** and **Dárkový Pass** are vouchers for purchasing of goods in a network of contractual retail outlets. They meet the condition of non-monetary consideration. In order to apply tax advantages it is necessary to respect the provisions of Section 6(9)(g) of the Income Tax Act and at the same time the opportunity of the provision the definition of which is contained in Decree No. 114/2002 Coll. on the Fund of Cultural and Social Needs. If these conditions are not met, it is necessary when providing them to respect other provisions of the Income Tax Act. The voucher is always valid from 1 January to 31 December of the following year.
4. **Flexi Pass** is a multi-purpose paper voucher which includes Holiday Pass, Relax Pass, Smart Pass and Vital Pass vouchers. 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.
5. **Flexi Pass CARD** (FPC) is an electronic equivalent of Flexi Pass paper voucher including its purpose.
6. **Fokus Pass** is a multi-purpose paper voucher which includes Relax Pass, Holiday Pass and Smart Pass vouchers. The Voucher conforms to the principles of drawing according to Decree No. 114/2002 Coll. on the Fund of Cultural and Social Needs.
7. **Gastro Pass** 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. Its 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, salad bars, soup bars, groceries/meat/vegetables, food retail chains
8. **Gastro Pass CARD** (GPC) is an electronic equivalent of Gastro Pass paper voucher including its purpose.
9. **Holiday Pass** is a voucher intended for procurement of recreation and package tours, i.e. for reimbursement of services in recreation and accommodation facilities or for reimbursement of services of travel agencies. The voucher may not be applied to separately sold travel tickets. Examples: hotels, pensions, camps, travel agencies (including online ones), camps for children
10. **Relax Pass** is a voucher for procurement of services of physical training and sports facilities, further then as contribution to cultural and sports events and as contribution to printed books including picture books for children excluding books in which advertisement exceeds 50% of their content. Examples: fitness centres, gyms, sports clubs, water parks, swimming pools, court/gym rental, entry fee to sports events/matches, theatre performances or concerts, cinema or sports matches. = partners whose activities consist in art production (art presentation) or sports activities or a partner who mediates sale of tickets to cultural or sports events and not for example sale of art works or sports objects.
11. **Smart Pass** is a voucher for procurement of educational services including pre-school education. It is intended for reimbursement of spare-time training of employees or their family members. Examples: language and computer courses, driving school, dance courses, cooking courses, painting, photography, courses for children, etc. In order to achieve exemption for an employee, it is necessary to demonstrate the "educational character" of the activity.
12. **Vital Pass** is a voucher intended for care for health of employees and their family members. The voucher may be used in medical facilities or for reimbursement

of medical supplies based on a prescription. Examples: goods or services should be provided exclusively to medical facilities registered in the National Register of Providers of Health Services (ÚZIS) (pharmacies, opticians, clinics, etc.) or if these are not medical facilities there should be records of goods issued based on prescriptions (these are usually medical aids/needs/shoes etc.).

#### IV. RIGHTS AND OBLIGATIONS OF SODEXO

1. Sodexo undertakes to issue Vouchers and to perform activities described herein leading to the provision of opportunities to the Partners as interested parties to execute sales contracts or Benefit provision contracts with Beneficiaries or Beneficiaries as representatives of Clients.
2. Sodexo undertakes to publish via the User Portal and Sodexo Application promotion of the Partner and the Benefits it offers and the Partner agrees with such publicity. The Partner agrees that Sodexo is entitled to use the photographs of the Facility taken by the Partner and similar related materials for such presentation and also for other marketing and business purposes of Sodexo.
3. Sodexo is not bound by the Contract to perform for the Partner any other services than those explicitly described herein and those whose application is specified in the Contract; the responsibility of Sodexo to mediate opportunities to execute contracts pursuant to subclause 1 lies exclusively in the inclusion of the Partner in the Programme allowing payment of the Benefits in the manner according to the GBTC.
4. With respect to the nature of the programme allowing payment of the Benefit prices by payment methods described in GBTC, it is agreed that contrary to the provisions of Sec. 2450 of the Civil Code, Sodexo has the right to a commission even in the event that Sodexo acts as an intermediary for the Client, or Beneficiary, with whom the Partner executes a contract for sale or provision of a Benefit.
5. Sodexo 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 this clause VI. subcl. 1 through to 4 shall apply to the expiry and termination of mutual relationships between Sodexo and the Client.
7. Considering the nature of the scheme, which makes it possible to pay for the Benefits using the payment methods set out in GBTC, the Parties agree that the provisions of Section 2446, 2451 and 2452 CC shall not be applied.
8. Sodexo undertakes to pay the Partner for Vouchers in conformity with the conditions stipulated by the Contractual Documentation.
9. Sodexo shall have the right to discontinue meeting the obligations under the Contract, or suspend the discharge of their duties if the Partner is

in default of any of the obligations under the Contract. Sodexo is also entitled to suspend implementation of any payment for the benefit of the Partner due to the fact that the Partner breaches valid legal regulations. In this case, the suspended payments for the benefit of the Partner are not implemented until after the Partner aligns its actions in conformity with effective legal regulations at the given place and time.

#### V. RIGHTS AND OBLIGATIONS OF THE PARTNER

1. The Partner undertakes to accept as payment of the prices of Benefits specified in the Contract the procedures defined in these GBTC and listed in the Contract as applicable to it in a manner conforming to the Conditions of Acceptance.
2. The Partner undertakes to accept only valid Vouchers and check them to make sure that another entitled person issued them.
3. The Partner undertakes to treat the Beneficiaries at least as its other customers paying the prices of the Benefits by methods other than by 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 due provision of the Benefits and for their quality in relation to the Beneficiaries and Clients; in particular, Sodexo is bound to settle complaints from Beneficiaries related to the Benefits provided by the Partner or their defects and shall not bear any negative consequences of these complaints. The Partner shall be bound to exert maximum effort to settle any dispute with the Beneficiary amicably, promptly and in a transparent manner, so that it would not affect Sodexo's reputation. The Partner shall be solely responsible for the fact that the provision or sales of Benefits to the Beneficiaries shall meet all generally binding legal regulations at the Partner's country of origin, at the given place and moment 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 Sodexo for the activities pursuant to this Contract the agreed Fees in conformity with the executed Contractual Documentation.
6. The Partner hereby guarantees to be eligible to provide the Benefits specified in the Contract throughout the term of the Contract. The Partner may at its own discretion change the Benefits it provides and the Vouchers it accepts always following prior written notification delivered to Sodexo at least 15 days prior to effect of such change. Acceptance of Vouchers by the Partner in the scope of this change is not possible until after adjustment of the Contractual Documentation which Sodexo shall not unreasonably decline.
7. In the 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 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 up liability for the Benefit provision and 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 the provisions of subcl. 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 Sodexo or possibly display Sodexo logo on a visible external display or signboard. The Partner undertakes to make sure that the label (logo) is sufficiently visible and uncovered. In the case of Contract termination, the Partner shall be bound to remove these labels from its Facilities without undue delay and not to display any Sodexo logos any further. The Partner is bound to receive prior Sodexo approval before creating or publishing advertisement materials referring to Vouchers or associated with them.
9. The Partner also undertakes to train staff in each of its Facilities so that they would be able to accept Vouchers in conformity with the Contract, these GBTC and generally binding legal regulations. It shall also make the staff duly familiar with their samples and the respective protective elements. Sodexo shall secure handover of samples in electronic or written format to the Partner upon execution of the Contract and further always when these samples are changed even through a partner portal.
10. The Partner further undertakes that it shall accept each Voucher exclusively as payment for the Benefit for the reimbursement of which it is intended and for which the Contract is executed. Further details in clause III. of 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 food processing industry.
12. No provision of the Contractual Documentation establishes a valid legal title of the Partner to use images or other elements, which are a part of E-sodexo portal, User Portal or Sodexo 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 Sodexo or its affiliated entities including the title to know-how. The Partner undertakes not to handle, in particular not to copy, distribute, not to use and not to utilise directly or indirectly any elements stated in the previous sentence on any carrier and at any place, unless Sodexo expressly grants its written approval of such behaviour.

13. The Partner shall cooperate to the maximum extent with Sodexo in this respect including observance of the contingent emergency plan drawn up by Sodexo. The Partner is bound to notify Sodexo 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. TERM, TERMINATION AND AMENDMENTS TO THE CONTRACT, NOTIFICATION DUTY**

1. The Contract is executed for an indefinite term. Each Party may withdraw from the Contract in writing by termination notice without stating any reasons. The notice period is three (3) months and it starts on the first day of the month following the month, during which the notice is delivered to the other Party.
2. Sodexo is entitled to withdraw from the Contract with effect as of the moment of the notice delivery 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 Sodexo or its affiliates or (v) intervenes into industrial property rights of Sodexo or its affiliates. Sodexo shall be at its own discretion 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 material breach of the Contract by Sodexo, but only after expiry of a period of 20 days provided for correction. The said time limit starts to run on the day of delivery of the written notice specifying the faulty action.
3. By the provision in subclause 2 herein, the Parties replace the content of the provisions of Section 2002 and 2003 of the Civil Code.
4. In the case of termination of this Contract, the Partner shall be bound to return to Sodexo within 10 working days all accepted Vouchers. In relation to Vouchers which the Partner fails to return to Sodexo within the time limit according to the preceding sentence, the Partner shall not be entitled to any payments for them.
5. Sodexo 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. Sodexo shall send the modified Contractual Documentation in writing or in electronic format 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 subclause 1 1 above, in which case the Contract shall be governed by the original text of the Contractual Documentation;
- iii. Sodexo 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 Sodexo under the Contract, (ii) the range of the Vouchers issued by Sodexo (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. Sodexo 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. Sodexo shall be entitled to perform such inspections anonymously without prior notification to the Partner. The Partner hereby agrees to provide Sodexo 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 Sodexo as part of performance of this Contract.
7. The Partner undertakes to provide Sodexo without undue delay upon execution of the Contract with a list of Facilities. The Partner shall be bound to notify Sodexo in writing of all changes which might affect performance under the Contract including the changes of the information provided to Sodexo for the Contract, for Sodexo Application or 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 Sodexo using electronic invoicing means in connection with the Contract, in particular (i) by making invoices available upon Partner login into E-sodexo 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 E-sodexo portal. If billing is agreed contractually in writing delivered to the Contract Person, Sodexo may charge a fee for sending of each invoice according to the Price List.

8. The Partner shall be bound to appoint a Contact Person and 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 Sodexo's approval.

**VII. BILLING**

1. Unless provided otherwise below, Sodexo shall keep continuous electronic records of procurement pursuant to the Contract.
2. Upon establishment of the Sodexo's right to a Fee, such right shall not be affected by the following circumstances in relation between the Partner and the Beneficiary with which the duty to return the Benefit price is associated.
3. In the case that Sodexo rejects the Transaction due to discrepancy with the Contractual Documentation, Sodexo shall have the right to claim a refund of the bank fee incurred by Sodexo in connection with the refused Transaction.
4. Sodexo shall be entitled to check the conformity of the Transaction with the conditions of the Contractual Documentation and generally binding legal regulations. Sodexo shall be entitled to debit from the Account for its benefit a sum which corresponds to the sum of the Transaction implemented contrary to the Contractual Documentation or not to pay such amount to the Partner; the Partner hereby expressly agrees with that.
5. In the case of fraudulent use of the Voucher, Sodexo reserves the right to (i) debit from the Partner's account for its benefit the amount of Transaction implemented via a counterfeited Voucher, or (ii) debit from the Partner's account the respective sum provided that the Transaction was the initial point of unauthorized use of counterfeited Voucher including electronic transfer of data and the Partner thus does not act in line with GBTC; if it is not technically feasible to debit the amount from the Partner's Account, Sodexo may exercise its claim in other ways. The present subclause shall not be applied to Voucher fraudulent use as a result of an obstacle stated in clause VIII. subcl. 1 of GBTC.
6. Unless provided otherwise below, the Fee shall be reimbursed to Sodexo by set-off, whereas when billing and making payments, Sodexo shall deduct the Fee from the amount due to the Partner and shall reimburse to the Partner this sum reduced by the Fee.
7. A statutory VAT shall be further deducted from each sum to be paid to the Partner.
8. The Partner shall be entitled to request from Sodexo payment for only such

- Vouchers which are accepted within its Facilities for the respective category of Benefits which it provides according to the Contract.
9. Detailed rules for billing are stated in a special part.

### VIII. FORCE MAJEURE

1. A Party shall not be responsible for default or defect of its performance under the Contract and only in such scope (i) if the default or defect is caused by an extraordinary, unforeseeable and insurmountable obstacle which occurs independently of the Party pursuant to Section 2913(2) of CC and (ii) the Party whose proper performance is disallowed by this shall immediately notify the other Party of inability to duly perform. In this situation, the Party in default is not 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 of renewed performance immediately upon renewed performance when such performance occurs. If circumstances occur constituting an obstacle according to the first sentence of this subclause and such circumstance lasts longer than 30 days, each Party may withdraw from the Contract by delivery of a written notification 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 and not to disclose or otherwise publish and not to use for any other purpose than the one agreed in the Contract any Confidential Information 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 by 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 Sodexo, 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 Sodexo.

### X. INDEMNITY

1. The Partner undertakes to pay to Sodexo 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 Sodexo as a result or in connection with any claim made by Sodexo or against Sodexo, 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 Sodexo failed to adhere to the Contract in any specific situation, the Partner may file a complaint against Sodexo whereas it may only apply the rights defined in the GBTC and the provisions of Section 1923 and 1924 of the CC shall not be applied.
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 Sodexo 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 Sodexo. 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 Sodexo additionally comply with their obligations under the Contract and that they provide for their compliance in the future.
5. The payment date with regard to any amount due by Sodexo is the date on which the amount concerned is debited to Sodexo'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 Sodexo's prior written consent.
7. Except for where (i) the procedure under clause VI. subcl. 5 of GBTC, (ii) clause V. subcl. 6 of GBTC, or (iii) electronic

contracting within Sodexo's systems is concerned, 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 Sodexo 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. Sodexo may assign its rights and obligations (in total or in parts) under the Contract to third parties. Sodexo shall inform the Partner of any such assignment of rights and obligations. The Partner agrees with such assignment in advance and waives the right to refuse Sodexo's exemption from its liabilities for this purpose in the sense of Section 1899 of the Civil Code.
10. Execution of the Contract or acceptance of Partner into the network of Sodexo partners does not constitute Sodexo's opinion in relation to quality and justification of provision of the Benefits by the Partner (i.e. provision of respective goods and services), not 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 colourable, invalid or unenforceable, such provision shall be regarded as omitted 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 such 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 colourable, void 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 objective to solve 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 of 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 the Vouchers exclusively in the manner foreseen in the Contract or these GBTC; the Vouchers are not a currency and therefore may only be paid through Sodexo and cannot be used in any other way. The Partner is solely responsible for any handling of the Vouchers within its Operating Facility and Sodexo shall not be responsible for any damage, theft or cancellation of the 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 SODEXO**

1. Sodexo undertakes to secure the Vouchers against counterfeiting with protective features.
2. Sodexo undertakes to pay the Partner only for complete and valid Vouchers duly accepted by the Partner in its Facilities before the Contract termination as payments for Benefits and submitted to Sodexo for payment in compliance with the relevant Contract Documents and technical conditions for payment stipulated by Sodexo.
3. Sodexo hereby undertakes to inform Clients that the Vouchers are not exchangeable for cash, not even in the case of order cancellation.
4. Sodexo hereby reserves the right to issue other types of Vouchers for payment for the same services as the currently issued Voucher types. If these new Voucher types clearly state that they can be accepted as an equivalent for a certain Voucher type pursuant hereto and Sodexo informs the Partner in advance, then Sodexo 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 to Sodexo 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 the Voucher submission to Sodexo for payment.
2. The Partner shall be entitled to submit the Vouchers accepted in its Facilities to Sodexo for billing and payment on an ongoing basis, but not later than by the end of the month following expiry of the validity of the given Voucher.
3. Sodexo shall not take responsibility for Vouchers lost during transport and shall only pay the Partner for the 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 Voucher counting by Sodexo.
4. The Vouchers submitted for payment shall not be stuck or stitched together. Sodexo shall not be bound to pay for the Vouchers which (i) are cancelled by a stamp from an entity other than the Partner, (ii) are marked on their face with an "invalid" stamp, (iii) are cancelled in any other ways than those described in clause XII subcl. 4 of GBTC or (iv) have been submitted for billing and payment upon expiry of the period stated in subclause 2 herein, clause VI. subcl. 4 of GBTC or in acceptance conditions or (v) have not been accepted in conformity with the Contract. Sodexo shall be entitled to suspend a payment due for Vouchers until full examination has been completed, if there is a suspicion that the submitted Vouchers have any defects.
5. Sodexo 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.
6. The right to commission pursuant hereto shall be constituted for Sodexo always at the moment of acceptance of a Voucher from the Partner for the purpose of payment of the Benefit value.
7. The Partner undertakes to observe the Conditions of acceptance which also contain the provisions for Gastro Pass.

### **C. ELECTRONIC CARDS**

#### **XV. RIGHTS AND OBLIGATIONS OF THE PARTNER**

1. The Partner undertakes to accept the Electronic Card for payment of the price of Benefits purchased at the Facility in which the Terminal is located. 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 organization) is operational non-stop in its Facility and it must allow acceptance of Vouchers continuously and without any fault. Before the first use of a Terminal, the Partner shall be bound to enter its identification number to Sodexo website.
3. Unless the Partner had already done so upon execution of the Contract, it undertakes to submit without undue delay upon Contract becoming effective to Sodexo a list of Facilities, in which the Partner undertakes to accept the Electronic Card either (i) in electronic manner by means of E-sodexo or (ii) in writing. Similarly in line with the preceding sentence, the Partner shall be bound to inform Sodexo of the number of active Terminals (including the banking institution, type of equipment and its identification number). Unless Sodexo 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 Sodexo, and if it does not correspond, then the Partner is bound to refuse the Transaction and notify Sodexo of this fact. Any Transaction completed at the Partner's side contrary to the preceding sentence may be claimed retroactively by Sodexo from the Partner and satisfied by crediting of the respective sum from the Partner's account to Sodexo'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 at Sodexo website at <https://cz.sodexo.com/home/prohlaseni-sodexo-gdpr.html>.
7. The Partner must not accept an Electronic Card for reimbursement of any other performance than the reimbursement of the respective Benefit pursuant to Clause III. of GBTC.
8. The Partner shall use the Terminal at its own responsibility. Sodexo 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 Sodexo is not responsible. In the case of circumstances affecting the Terminal, the Partner shall be bound to notify Sodexo 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 SODEXO**

1. Sodexo undertakes to secure activation of Terminals placed in individual Facilities according to the list submitted by the Partner in conformity with 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 Sodexo a Fee for each sum paid to the Partner by the Beneficiary by means of the Electronic Card. Sodexo'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. Sodexo 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 Sodexo is entitled to monitor internally its Account balance as well as individual reimbursements using the Electronic Card.
6. In the case of 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 Sodexo's request to prove provisions of Benefits of each of the claimed unjustified payments. If it be to the contrary, Sodexo 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 Sodexo's bank account which Sodexo notifies for this purpose.

#### **XVII. BILLING**

1. Sodexo generates an Account Statement and provides billing as of the last day of the respective accounting period; the billing period is agreed in the Contract or may be altered by the Partner in E-sodexo portal.
2. Following billing, Sodexo issues to the Partner an invoice for a Sodexo 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. Sodexo shall reimburse respective Benefits provided within 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 GPC product) or 10 (for FPC product) business days of the date of taxable supply of the invoice for the Fee.

#### **D. AP**

#### **XVIII. RIGHTS AND OBLIGATIONS OF THE PARTNER**

1. The Partner undertakes to accept AP as a document of entitlement of the Beneficiary (who is a Holder of the AP or mobile application) to enter into its facility and to draw off the services agreed in the Contract. AP is owned by the Client. In the case that the Holder duly submits AP to the Partner or sends by means of mobile application a request for entry, Sodexo undertakes under the conditions and limitations stipulated in GBTC to buy services in the form of entry and provision of the service to the Partner's Facility for the purpose of their further sale to the Client, or Holders in the Active Pass Service. The Partner undertakes to provide the services stated in the preceding sentence in a due manner to the respective Holder on behalf of Sodexo. The Partner shall not be entitled to request from the Holder reimbursement beyond the additional fee agreed in the Annex to Active Pass Service. The provisions of clause XII. subcl. 2 of GBTCVOP shall apply similarly.
2. The Partner undertakes to comply with the following Acceptance AP: The conditions of acceptance are specified at [www.sodexo.cz](http://www.sodexo.cz).
3. The Partner undertakes to make sure that for the period of duration of the Contract at least one continuously operational device allowing verification of AP is operational in each of its Facilities for which accepting of APs was assigned.
4. Unless the Partner did so when concluding the Contract, Sodexo undertakes without undue delay upon the day the Contract comes into effect to submit to Sodexo electronically a list of Facilities in which it is to accept APs.
5. The provisions of Clause XII. subcl. 5, XV. 4 i) and ii), subcl. 8 of GBTC shall be applied to AP in a similar manner.
6. The Partner shall be bound to report loss, destruction or theft of AP immediately upon finding out at [info.cz@sodexo.com](mailto:info.cz@sodexo.com).
7. In relation to AP, the Contract may be terminated by written termination notice without the obligation to state the reason. The notice term in relation to AP is one (1) month starting on the first day of the month following the month during which the notice was

delivered to the other Party either in person, or by registered mail or by fax.

#### **XIX. RIGHTS AND OBLIGATIONS OF SODEXO**

1. Sodexo undertakes within 20 business days of acquiring full details from the Partner to secure activation of the equipment allowing verification of AP placed in individual Facilities according to the list submitted by the Partner.
2. Sodexo is not bound to pay to the Partner the price for the second and each following entry of the Holder into the Facility of any Partner within the same calendar day.
3. Sodexo shall not be bound to pay to the Partner the price for unused Holder's reservations.
4. The Partner acknowledges and agrees that Sodexo is entitled to monitor internally its AP Account balance as well as individual entries allowed by the Electronic Card. Authorized employees of Sodexo or the Partner shall be entitled at any time in the Partner's facility where the user uses AP to check correctness of the use of AP service by inspecting the user's personal document and by comparison with the data on AP and possibly suspend and remove the service from the user in the case that the data in the personal document and AP do not conform or if AP shows other defects or Sodexo's or the Partner's authorized employee finds out that AP is used contrary to its purpose and rules.

#### **XX. BILLING**

1. In the case that the Partner allows drawing of Benefits based on AP, Sodexo shall record for the Partner the continuous balance of its Account as well as individual entries allowed based on AP.
2. In the case of AP, Sodexo shall issue a tax document in the form of self-billing always upon termination of the calendar month based on the generated Monthly Summary of actual Holder's inputs.
3. Self-billing shall not relieve the Partner of the obligation to guarantee the correctness of the tax document (Section 26(3) of Act No. 235/2004 Coll., on Value Added Tax).
4. Sodexo shall reimburse the value stated in the Partner's tax document for the given accounting period.
5. Sodexo shall reimburse the value of the services purchased from the Partner based on the cooperation within AP by cashless transfer to the Partner's bank account stated in the Contract within 14 calendar days of the day of issuing of the tax document.

These GBTC come into force on 1 September 2019 and come into effect on 1 September 2019.

In Prague on 30 July 2019  
Sodexo Pass Česká republika a.s.