

## GENERAL TERMS AND CONDITIONS REGARDING THE ISSUE OF SODEXO ELECTRONIC VOUCHERS

### **Preamble**

These terms and conditions determine the respective rights, obligations and responsibilities of SODEXO (Sodexo Pass Belgium N.V., Boulevard de la Plaine 15, 1050 Brussels, CBC 0403 167 335) and of the CUSTOMER regarding SODEXO's service provision for making electronic VOUCHERS available by means of the SODEXO CARD. These terms and conditions apply to the exclusion of all other terms and conditions and may be consulted by the CUSTOMER at any time on the SODEXO website: <https://www.sodexo.be/fr/document-center/>

### **Article 1: Definitions**

In these terms and conditions, the following terms shall have the following meanings:

- 1.1 "CUSTOMER": the employer, legal entity or natural person who places an order of VOUCHERS with SODEXO and who has determined in its order to allocate electronic VOUCHERS to its employees by means of the SODEXO CARD;
- 1.2 "RECIPIENT": the relevant employee of the CUSTOMER to whom the SODEXO CARD and electronic VOUCHERS were allocated by means of a collective labour agreement at sector level, namely by a joint committee or within the company, or by means of an individually concluded agreement;
- 1.3 "ACTIVE RECIPIENT": within the framework of the issue of electronic VOUCHERS any RECIPIENT who, during the month to which the invoice for recipient administration relates, has either performed transactions using the SODEXO CARD or still has a valid balance available in the VOUCHER ACCOUNT, shall be viewed as active. The fact of mentioning on Mysodexo that the RECIPIENT has an "inactive" status within the company, has no impact on the notion of ACTIVE RECIPIENT within the meaning of this definition.
- 1.4 "VOUCHER ACCOUNT": the electronic database that is specific to each RECIPIENT and in which a certain number of VOUCHERS in electronic form are paid to it, and which are registered and managed by SODEXO. Each RECIPIENT may only use the electronic VOUCHERS to pay for a service or a good in accordance with the applicable statutory provisions and in accordance with the conditions provided by this legislation.
- 1.5 "SODEXO CARD": the individual and personal carrier of the electronic VOUCHERS;
- 1.6 "VOUCHERS": the services that SODEXO offers which consist of the availability of VOUCHERS, including meal vouchers (Lunch Pass), eco vouchers (Eco Pass), consumption vouchers (Consumption Pass), Cadeau Pass, Sport & Culture Pass, and Book Pass and the latter, depending on the type of voucher, in paper or electronic form.

### **Article 2: SODEXO's obligations**

**SODEXO undertakes to do the following:**

- 2.1 inform the CUSTOMER of the legal and regulatory provisions regarding the issue of VOUCHERS;
- 2.2 create a VOUCHER ACCOUNT for each RECIPIENT and to produce the SODEXO CARD and secret code for the RECIPIENTS in question after having received the personal data as set out in Article 3.1 of these terms and conditions;
- 2.3 send the SODEXO CARD, with its conditions for use, user manual and secret code to the address provided by the CUSTOMER. The SODEXO CARD and secret code are delivered separately;
- 2.4 confirm to the CUSTOMER the order for the face value of the VOUCHERS by e-mail or any other appropriate means on the day on which the order is received, or the next morning if the order was received at the end of the previous day;
- 2.5 make the face value of the electronic VOUCHERS available on every RECIPIENT's personal VOUCHER ACCOUNT, in accordance with the CUSTOMER's order. This happens at the latest at the desired date as indicated by the CUSTOMER in his order and on the condition that SODEXO has received payment as described in Article 5.2.1 of these terms and conditions;
- 2.6 inform the CUSTOMER and RECIPIENT by e-mail at the e-mail address provided by the CUSTOMER, or by any other appropriate means, of the moment when the RECIPIENT's VOUCHER ACCOUNT is credited. The RECIPIENT may also be informed of the new credit via their secure account section (Sodexo4You.be);
- 2.7 provide the CUSTOMER with a MySodexo.be Customer Space or Sodexo Business to manage its RECIPIENTS and its orders;
- 2.8 make a Service available that is accessible to SODEXO CARD RECIPIENTS;
- 2.9 offer the CUSTOMER a network of member retailers where the RECIPIENT can use the VOUCHERS in accordance with the applicable legal provisions;
- 2.10 implement retailers' membership at the recommendation of the CUSTOMER or RECIPIENT, on the condition that the retailer has the necessary infrastructure and complies with the necessary terms and conditions;
- 2.11 secure the payment system for the SODEXO CARD in accordance with standards of good practice and any reasonable means that it has at its disposal;
- 2.12 make an emergency number available in case of loss or theft of the SODEXO CARD (CARD STOP: 070/344 344). The RECIPIENT or an authorised third party can use this number to deactivate the SODEXO CARD. The RECIPIENT or authorised third party must be able to communicate the following data to CARD STOP: RECIPIENT's first name, surname and date of birth;
- 2.13 issue a new SODEXO CARD and send this to the address previously specified by the CUSTOMER in accordance with the statutory deadlines, if a RECIPIENT's SODEXO CARD is lost or stolen. The number of VOUCHERS available on the RECIPIENT's VOUCHER ACCOUNT shall not change but the expiry date of the electronic VOUCHERS on the VOUCHER ACCOUNT at the moment at which the loss or theft is notified shall also be extended in accordance with the statutory deadlines.

### **Article 3: CUSTOMER's obligations**

**The CUSTOMER undertakes to do the following:**

- 3.1 communicate to SODEXO the surname, first name, language, e-mail address and mobile phone number, postal address and the unique registration number of all RECIPIENTS. If the CUSTOMER fails to communicate the relevant elements, then it

accepts that it is liable for all the risks as a consequence of loss, theft and/or fraud committed by using the SODEXO CARD;

- 3.2 use the secure means that Sodexo provides to order the electronic VOUCHERS (through MySodexo.be Customer Space, Sodexo Business or through SFTP). If the CLIENT fails to use any of these secure means, it is liable for all damage resulting from any modification, sale or unauthorized access to any personal data from the RECIPIENTS that may have been contained in the unsecure order;
- 3.3 order VOUCHERS for the entire issue volume, equivalent to the volume of the first order or the volume specified in the contract;
- 3.4 make payments in accordance with Article 5.2 of these terms and conditions;
- 3.5 the CUSTOMER is responsible for each risk of loss, theft or fraud on its premises up to the time the SODEXO CARD and associated secret code are issued to the RECIPIENT;
- 3.6 pay the issue costs of the SODEXO CARD and/or the secret codes provided to the RECIPIENTS when the SODEXO CARD is no longer in use (loss, theft, destruction or expiry), pursuant to the legal obligations applicable to employers. This CUSTOMER's obligation shall continue for as long as it remains an RECIPIENT with an "active" status on Mysodexo.be or that the RECIPIENT remains "existing" in Sodexo Business. This "active"/"existing" status must be maintained as long as the RECIPIENT is employed by the CUSTOMER.

### **Article 4: Number of electronic VOUCHERS**

If a face value for electronic VOUCHERS exceeding the face value as ordered by the CUSTOMER is deposited, and on the condition that the electronic VOUCHERS have not yet been spent, SODEXO reserves the right to debit the recipient's VOUCHER ACCOUNT with a value that is equal to the amount in excess of the face value of the number of electronic VOUCHERS. If the electronic VOUCHERS have already been spent or if it was not possible to recover the full amount of the excess value deposited for the VOUCHERS by means of the above procedure, SODEXO reserves the right to deduct the amount due from the subsequent deposit (for which the CUSTOMER shall obtain the prior approval of the RECIPIENT) or SODEXO shall invoice the surplus owed amount to the CUSTOMER, which can recover this from its employee. SODEXO shall notify the CUSTOMER of this in advance.

### **Article 5: Rates**

#### **5.1 Rates for products and services provided by SODEXO**

The CUSTOMER accepts the rates as agreed between the parties. The CUSTOMER is jointly and severally liable with the companies linked to it, pursuant to Article 11 Company Code, and who are CUSTOMERS of SODEXO.

#### **5.2 Invoicing and payment of products and services provided**

##### **5.2.1. The payment that the CUSTOMER must make includes the following:**

- 5.2.1.1. The total sum for the face values of the electronic VOUCHERS to be credited;
- 5.2.1.2. Costs related to making the "CUSTOMER's" and "RECIPIENT's" accounts available, the SODEXO CARD/secret code and their respective deliveries, the providing of service, the administration of ACTIVE RECIPIENTS or the top-up of the VOUCHER ACCOUNT and other variable/miscellaneous costs related to renewing cards/secret codes, administering/managing the data or invoicing;
- 5.2.1.3. VAT for services as stated in Article 5.2.1.2.

##### **5.2.2. Payment conditions**

Payment shall be made by the CUSTOMER via bank transfer or via direct debit after receipt of the respective bank details.

The costs (i) associated with creating the "CUSTOMER" and "RECIPIENT" files, (ii) those associated with creating a new SODEXO CARD / the secret code and their respective deliveries, (iii) the total amount of the face value to be credited to the VOUCHER ACCOUNT of each RECIPIENT, (iv) the related service amounts and management per ACTIVE RECIPIENT and (v) costs for topping up, shall all be paid by the CUSTOMER before the crediting of the electronic VOUCHERS by SODEXO on the relevant VOUCHER ACCOUNT.

The variable/miscellaneous costs associated with renewing the SODEXO CARD/secret code, administering/managing the data and invoicing shall be owed from the date of invoice.

##### **5.2.3. Invoicing**

The CUSTOMER shall by default receive the invoice electronically. If the CUSTOMER wishes to receive a paper invoice then the costs amount to 2 Euros per paper invoice.

##### **5.2.4. Distraint - Penalties**

When an invoice remains unpaid, non-due invoices shall become payable immediately.

Any amount unpaid on the agreed date shall, automatically and without any formal notice, be increased by interest at that day's base rate of the European Central Bank plus 7 percentage points on an annual basis, with a minimum of EUR 40.00. In addition, every sum that remains unpaid for a period of 30 days to be calculated from the due date of the invoice, shall, automatically and without any formal notice, be increased by 10% for compensation for damages, with a minimum of EUR 50.00. The above does not prejudice SODEXO's right to claim greater compensation for damages from the CUSTOMER if there is additional damage.

##### **5.2.5. Express termination clause**

In the event of non-payment of invoices, SODEXO shall put the CUSTOMER on notice. If the CUSTOMER remains in default of payment for a period of eight (8) calendar days following the sending of a notice to pay, SODEXO reserves the right, after giving notice, to terminate the contractual relationship with the CUSTOMER, without legal proceedings and without affecting its right to additional compensation.

##### **5.2.6. Modification of volume**

If there is a significant modification of +/- 20% to the total issue volume, as ordered in the first order for VOUCHERS or as set out in the contract, before the end of the year following the date of signature, SODEXO reserves the right to revise the agreed rates.

### 5.3 Price review

In principle, the rate of the service provision that is dependent on the issue volume or the number of RECIPIENTS as agreed with the CUSTOMER remains unchanged, provided:

- the annual volume of face value orders, as estimated and notified by the CUSTOMER, does not change significantly;
- the relationship of subordination between the CUSTOMER, who enjoys a preferential rate as a result of negotiations achieved by the Parent Company of which it forms a part, continues to exist for the term of this contract;
- there are no price increases in the VOUCHERS activity.

If one of the three situations as outlined above occurs, the CUSTOMER acknowledges and accepts that SODEXO reserves the right to change the rates in accordance with applicable rates.

The review shall be implemented by ordinary mailed correspondence which SODEXO sends the CUSTOMER at least 45 days before the review comes into force. In the event of the CUSTOMER not accepting this revision, and in derogation from the term that applies contractually, the CUSTOMER may legally terminate the contractual relationship between the CUSTOMER and SODEXO by sending a registered letter to that effect.

### 5.4 Indexation

SODEXO furthermore reserves the right to index the applicable rates with regard to the VOUCHERS each year in January in accordance with the following formula:

(new amount) = (old amount) x (0.2 + 0.8 x (new index / start index)).

The index applied is the "Agoria Wage Cost Index", as calculated by Agoria. "Start index" stands for the Agoria index for the month of November of the year preceding the date when the agreement was concluded. "New index" stands for the Agoria index for the month of November of the year preceding the year in which the amount was indexed for the first time. If the Agoria index is no longer published or if its contents or form should be substantially changed, a comparable index shall be used on the condition that the CUSTOMER is informed accordingly.

### Article 6: Term of the agreement

Unless otherwise agreed, the agreement shall be effective for a period of twelve (12) months (hereinafter referred to as the "Initial Term") starting from the date of signature of this agreement and shall actually take effect on the date of the first (1st) order.

Unless one of the Parties terminates the agreement by registered mail at least two (2) months before the expiry date of the agreement, the agreement shall be tacitly renewed for consecutive periods of twelve (12) months.

Agreements concluded for an Initial Term of more than twelve (12) months may be terminated by registered letter at least two (2) months before the end of any current twelve (12) month period (including the Initial Term). The agreement will then expire at the end of the current twelve (12) month period.

In case of cancellation of the present agreement *before the first (1<sup>st</sup>) order* and on account of grounds other than force majeure the CUSTOMER is held to pay a cancellation fee equal to:

- The service fee and the management fee equivalent (or in the absence of services fees, the loading fee for VOUCHER ACCOUNT) to a period of six (6) months for the Lunch Pass;
- and/or the service fee (and failing the same, the amount for the administration or top-up) of two (2) orders according to the amount estimated above for the Eco Pass, Cadeau Pass, Consumption Pass, and Sport & Culture Pass.

In case of termination by the CUSTOMER, the CUSTOMER commits to continue complying with its obligations during, and if applicable after, the notice period.

The remaining balance on the VOUCHER ACCOUNTS of the RECIPIENTS can in any case be used up to the end of the validity date of the relevant VOUCHERS.

### Article 7: Intellectual property rights

SODEXO is the proprietor of all intellectual property rights associated with the SODEXO CARD and the VOUCHERS.

### Article 8: Confidentiality

Each party undertakes not to use information related to their contractual relationship that can be reasonably regarded as confidential or that is explicitly referred to as confidential with a view to meeting its obligations in respect of the other party. The parties undertake not to disclose this information to third parties or to distribute it during the course of the term of the agreement up to and including a period of 12 months after its termination.

### Article 9: Protection of personal data

9.1. Each party acts as controller of the personal data processing and this in compliance with the applicable legislation on the protection of personal data and laws applicable to

security. The CUSTOMER is responsible for the personal data until its transmission and SODEXO is responsible as soon as it has received the personal data. Thus, each party is responsible for its activity for the processing of personal data.

The main obligations of SODEXO are the following:

9.2. SODEXO ensures that the personal data received by the CUSTOMER concerning its RECIPIENTS is relevant and limited to what is strictly necessary for the performance of the contract (i.e. the issue of VOUCHERS ; the uploading and sending of the VOUCHERS, the production of the SODEXO CARD), and undertakes to retain them only within the required time in compliance with the applicable regulations (e.g. tax and social regulations).

9.3. SODEXO will implement appropriate physical, technical and organizational measures to ensure a level of security for personal data appropriate to the risk. If a personal data breach is detected involving personal data of a data subject, SODEXO will inform the CUSTOMER without undue delay thereof, and provide with information available regarding the breach.

9.4. Should one party receive a complaint or a data subject's request regarding the processing for which the other party is responsible, it shall promptly inform the latter.

9.5. In case of international transfers of personal data outside the EU/EEA, Sodexo will do so in compliance with one of the valid transfer mechanisms under the data protection regulation.

9.6. For further information on the processing of personal data by SODEXO, question or request, the CUSTOMER and his RECIPIENT may consult the Global Policy on the Protection of personal data on the SODEXO website where the contact details are also included.

### Article 10: Cancellation clause

This agreement shall legally be dissolved in the event of bankruptcy, liquidation of the CUSTOMER or approval of a request for judicial reorganisation.

### Article 11: Fraud

The CUSTOMER undertakes to inform SODEXO immediately in the event of fraud committed using the SODEXO CARD and/or in connection with the electronic VOUCHERS. The CUSTOMER shall do this by e-mail via [clients@SODEXO.be](mailto:clients@SODEXO.be) or by telephone on the number 02/547 54 45.

If it appears that the CUSTOMER has been an accomplice to the fraud or has facilitated it, SODEXO reserves the right to hold the CUSTOMER liable for the total amount of all the damage resulting from the fraud.

### Article 12: Use of the CUSTOMER's name and logo

The CUSTOMER grants SODEXO permission to use its name(s) and/or logo(s) for advertising purposes relating to the use of the SODEXO CARD.

### Article 13: Liability

Without prejudice to that set out below or to any other provisions of these terms and conditions and with the exception of fraud or gross negligence, SODEXO is not liable for the following:

- unavailability of the SODEXO CARD due to maintenance works, defects and/or as a result of force majeure;
- the CUSTOMER and/or RECIPIENT not respecting the prescriptions and/or indicators on safety;
- the impossibility of establishing any connection required to deliver its services or the disruption of the connection concerned in any manner whatsoever, to the extent that this is due to third parties;
- any indirect or immaterial damage of a financial, commercial or other nature, such as the loss of data, loss of profit, increase in general costs, disruption of commercial activities, legal actions by third parties, loss of reputation or savings that were to arise from or be connected with the use of the SODEXO CARD.

If SODEXO were to be held responsible and liable for paying direct and proven damages, then its accrued liability shall under no circumstances whatsoever be in excess of the amount paid by the CUSTOMER for all services (or by default, the total amount paid for Recipient Management), provided during the six (6) months prior to the last incident that led to SODEXO's liability.

### Article 14: Miscellaneous

The CUSTOMER shall refrain from applying its own general and/or specific terms and conditions of purchase, even if it was determined that these terms and conditions would apply exclusively.

If one or more of the provisions of these terms and conditions or of any agreement between SODEXO and the CUSTOMER is deemed to be invalid or inapplicable as a result of a court or administrative decision, the provisions in question shall, if possible, be replaced by one or more provisions with equivalent effect, with the other provisions remaining unchanged.

SODEXO reserves the right to allocate benefits and exclusive promotions to the RECIPIENTS of the electronic SODEXO VOUCHERS.

### Article 15: Modification of these general terms and conditions

Sodexo reserves the right to modify these general terms and conditions at any time. The general terms and conditions in force are those available on the website <https://www.sodexo.be/fr/document-center> or brought to the CUSTOMER's attention by any other useful means/channel (e.g. mention on the invoice).

The CUSTOMER will be informed of changes to the general terms and conditions at least fifteen (15) calendar days before they come into force. If the CUSTOMER does not agree with the changes made, the CUSTOMER will have to inform SODEXO within fifteen (15) days after receiving this notification. Failing this, the new general terms and conditions will be considered as accepted by the CUSTOMER.

**Article 16: Anti-corruption**

The Parties shall carry out their activities in accordance with the standards and regulations applicable to them in terms of compliance and transparency, including but not limited to the French law n° 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life (known as the "Sapin II Law") and the French Law n° 2017-399 of 27 March 2017 on the duty of care of parent companies and of companies providing orders (known as the "Duty of Care Law"), as well as, where applicable, the United States law ("Foreign Corrupt Practices Act", 1977), the British law ("United Kingdom Bribery Act", 2010).

Each Party shall refrain from offering, promising or giving any pecuniary or other advantage, whether directly or through intermediaries, to a representative of the other Party in order to obtain or retain an undue advantage.

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Each of the Parties undertakes to inform the other Party without delay of any fraud, corruption or influence peddling in connection with the present agreement of which it may become aware. Likewise, each Party undertakes to assist the other Party in the context of any request for information relating to fraud, corruption or influence peddling in relation to the present agreement, from a duly authorised administrative or judicial authority.

Each of the Parties may terminate this agreement to the detriment of the other Party in the event of failure by the latter to comply with these standards and regulations in the context of the performance of this agreement.

This stipulation shall survive the termination of the agreement, whatever the cause.

**Article 17: Applicable law and competent Court**

These terms and conditions and any agreement between SODEXO and the CUSTOMER are subject to Belgian law.

Any dispute regarding the validity, interpretation and/or implementation of these terms and conditions that cannot be resolved amicably shall come under the exclusive jurisdiction of the Courts of the Judicial District of Brussels.