

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 Bruxelles, 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 have been drawn up in accordance with the provisions of Article 19 of the Royal Decree of 28 November 1969 implementing the Belgian Act of 27 June 1969 revising the Executive Order Law of 28 December 1944 on the social security of workers.

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: www.sodexobenefits.be.

Article 1: Definitions

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

- 1.1 "CUSTOMER" the employer, legal or natural person who concludes an agreement with regard to the issue of vouchers with SODEXO and who 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.
- 1.4 "VOUCHER ACCOUNT": SODEXO registers and administers the RECIPIENT-specific electronic database on which the face value for a certain number of electronic vouchers is deposited. Consequently a RECIPIENT can have a MEAL VOUCHER ACCOUNT (Lunch Pass®), a ECO VOUCHER ACCOUNT (Eco Pass®) and a GIFT VOUCHER ACCOUNT (Cadeau Pass®). Each RECIPIENT may only use the electronic vouchers to pay for a service or a good in accordance with the applicable statutory provisions.
- 1.5 "SODEXO CARD": the individual and personal carrier of the electronic vouchers;
- 1.6 "VOUCHERS": the services that SODEXO offers and consist of the availability of vouchers, including meal vouchers (Lunch Pass®), the eco vouchers (Eco 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 on the legal and regulatory provisions regarding the subject of these provisions;
- 2.2 offer legal and administrative guidance to implement the system at the CUSTOMER's location(s);
- 2.3 make the necessary means available to the CUSTOMER to order electronic vouchers and assist the CUSTOMER in using such vouchers;
- 2.4 create a VOUCHER ACCOUNT for every RECIPIENT and manufacture the SODEXO CARD and secret code for the RECIPIENTS concerned, after having received the exhaustive list with the necessary personal data of the RECIPIENTS concerned from the CUSTOMER;
- 2.5 send to the address provided by the CUSTOMER the SODEXO CARD with the Lunch Pass® facility and secret code, together with any useful information that must be given to the user in relation to the use of the SODEXO CARD. The SODEXO CARD and secret code are delivered separately;
- 2.6 confirm to the CUSTOMER the order for the face value of the electronic VOUCHERS by e-mail or any other appropriate means. Such confirmation is made 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;
- 2.7 make the face value of the electronic VOUCHERS available on every RECIPIENT's personal VOUCHERS ACCOUNT, in accordance with the CUSTOMER's order, at the latest on the starting date of the validity of the electronic VOUCHERS as indicated by the CUSTOMER and on the condition that SODEXO has received payment for the ordered face values and relevant services as described in Article 5.2.1.2 of these terms and conditions;
- 2.8 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 at which the RECIPIENT's VOUCHER ACCOUNT is credited. The RECIPIENT shall also be able to take note of the new deposit by way of his or her personalised access to the "recipient" extranet, which SODEXO makes available to him or her;
- 2.9 make a "customer" extranet available to the CUSTOMER to administer its orders and RECIPIENTS;
- 2.10 make a Consumer Service available that is accessible to SODEXO CARD RECIPIENTS;
- 2.11 offer the CUSTOMER a network of member retailers where the RECIPIENT can use the electronic VOUCHERS in accordance with the applicable legal provisions;
- 2.12 effect retailers' membership at the recommendation of the CUSTOMER or RECIPIENT, on the condition that the retailer has the necessary technology and complies with the necessary terms and conditions;
- 2.13 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;
- 2.14 maintain the technical platforms;
- 2.15 make available an emergency number in case of loss of theft (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 to be able to do so: RECIPIENT's first name, surname and date of birth. It is possible that additional data are requested over

and above the aforementioned data to identify the RECIPIENT more distinctly, such as the CUSTOMER's name, for example;

- 2.16 block all use of the SODEXO CARD as of the moment that CARD STOP validly informed SODEXO that the SODEXO CARD had been lost or stolen;
- 2.17 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 the following:

- 3.1 to communicate to SODEXO the surname, first name, language, e-mail address and mobile phone number (if applicable), 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 allied to loss, theft and/or fraud committed by using the SODEXO CARD;
- 3.2 provide the data stated in Article 3.1 for a new SODEXO CARD for new RECIPIENTS at least 15 working days before the commencement date of the validity of the electronic VOUCHERS as indicated to SODEXO by the CUSTOMER;
- 3.3 to use the secured means that Sodexo proposes to order the electronic VOUCHERS (through an Extranet Client Space or through SFTP). If the CLIENT did not use any of these secured means, the CLIENT is liable for all damage resulting from any modification, alienation or unauthorized access to sensible data of RECIPIENTS that was contained by the unsecured order;
- 3.4 to order the entire issue volume as estimated and given in Article 2 of the contract relating to the issue of electronic meal vouchers, the Eco Pass® or the Cadeau Pass®, no later than one year from the date of signature of the relevant agreement. If the entire specified issue volume is not ordered before the end of the year following the date of signature of the contract, SODEXO reserves the right to revise the rates referred to in Article 2 of relevant agreement;
- 3.5 make the payments in accordance with Article 5.2 of these general terms and conditions;
- 3.6 the CUSTOMER is responsible for each risk of loss, theft and/or fraud on its premises up to the time the SODEXO CARD and associated secret code are issued to the RECIPIENT;
- 3.7 make the SODEXO CARD and secret code available to the RECIPIENT free of charge;
- 3.8 pay the costs for issuing a new card and secret code if the SODEXO CARD is lost and/or stolen and after the ACTIVE RECIPIENT or mandated third party has reported this;
- 3.9 have informed the RECIPIENT and have received prior consent from that self-same RECIPIENT in the case of an action as outlined in Article 4, paragraph 2 of these general terms and conditions.

Article 4: Number of electronic VOUCHERS

The number of electronic VOUCHERS equals the number anticipated in the collective labour agreement concluded by and between the CUSTOMER and the RECIPIENT at sector level, namely by a joint committee or within the company, or by means of an individually concluded agreement. Within the framework of the issue of electronic meal vouchers the number equals the number of days on which the RECIPIENT actually worked.

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 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 has the right to deduct the owed amount from the following deposit or SODEXO shall invoice the surplus owed amount to the CUSTOMER who 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.

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 allied to making the "CUSTOMER's" and "RECIPIENT's" accounts available, the SODEXO CARD/secret code and their respective deliveries, service provision, 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. the VAT for services as stated in Article 5.2.1.2.

5.2.2. Means of payment

Payment shall be made by the CUSTOMER via bank transfer or via direct debit at the request of SODEXO following receipt of the relevant direct debit order (payments owed before the order is received shall be made by bank transfer).

The costs associated with creating the "CUSTOMER" and "RECIPIENT" files, those associated with creating a new SODEXO CARD / the secret code, the total amount of the face value per RECIPIENT that shall be credited to the VOUCHER ACCOUNT, the service as well as the fee for the recipient management per ACTIVE RECIPIENT and costs for topping up are paid by the CUSTOMER before the crediting of the electronic VOUCHERS by SODEXO on the relevant VOUCHER ACCOUNT as determined in article 2.7 of the present terms and conditions.

The variable/miscellaneous costs associated with renewing the/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 wants to receive a paper invoice then the costs amount to 2 euro per paper invoice.

5.2.4. Damages

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. The interest shall be increased by 7 percentage points and shall be rounded up to the nearest half a percentage point, 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. Change in the number of recipients

The rates agreed between the Parties were determined on the basis of the services to be delivered by SODEXO and on the basis of the number of RECIPIENTS in accordance with the number communicated by the CUSTOMER. If the entire issue volume as referred to in Article 2 of the contract for electronic VOUCHERS is not ordered before the end of the year after the date of signature of the Agreement or if the number of RECIPIENTS notified to SODEXO by the CUSTOMER changes significantly, i.e. by +/- 20%, SODEXO reserves the right to revise the rates referred to in Article 2 of the Agreement relating to the issue of electronic VOUCHERS.

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 electronic vouchers activity.

If one of the situations as outlined in Article 5.3, paragraph 1, nonetheless occurs, the CUSTOMER acknowledges and accepts that SODEXO reserves the right to change the rates in accordance with applicable rates.

The review is implemented by ordinary letter which SODEXO sends the CUSTOMER, at least 45 days before the review comes into force. If the CUSTOMER does not accept the change and in derogation from the term that applies contractually, the CUSTOMER can legally terminate the contractual relationship between the CUSTOMER and SODEXO by means of a registered letter addressed to SODEXO.

5.4 Indexing

SODEXO 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 intended in this formula is the "Agoria Wage Cost Index", hereinafter referred to as the Agoria Index. "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: Intellectual property rights

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

Article 7: Confidentiality

Each party undertakes to keep strictly confidential all information 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. Each party undertakes not to disclose the information in question 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 8: Protecting personal data supplied by the CUSTOMER

Each party shall at all times be sure to satisfy its respective obligations in accordance with the regulations that apply to the protection of personal data, and in particular the provisions of the Law of 8 December 1992 on the protection of privacy relating to the handling of personal data.

The CUSTOMER that provided SODEXO with the RECIPIENT's personal data with the latter's clear and explicit permission acts as the party responsible for the processing of the above-mentioned personal data. SODEXO, however, acts in the capacity of a sub-contractor.

Where necessary, SODEXO acts only by following the instructions of the person responsible for processing the personal data. The above applies except in the case of a legal obligation pursuant to a law, decree or ordinance.

SODEXO shall ensure that it takes all technical and organisational measures to protect personal data against any loss, destruction or unauthorised perusal, of whatever nature, in accordance with the criteria issued and established by the Belgian Commission for the Protection of Privacy in "Reference Measures for the Security of Personal Data Processing".

SODEXO undertakes that all access to personal data and all processing of such data by persons that it has under its authority shall remain restricted to the actions that those persons need to undertake to fulfil their positions or to that which is necessary to correctly execute this agreement. SODEXO is liable in respect of the CUSTOMER for any personal data processing in contravention of this Article. If there is any processing in contravention, SODEXO shall reimburse all the sums that the CUSTOMER would have to pay and all costs (including all reasonable fees required for the defence and the lawyers' fees), yet within the limits of Article 12 of these terms and conditions, which the CUSTOMER must incur if a complaint is made by a third party. This is subject to the condition that the damage is pursuant to SODEXO not respecting this Article.

Article 9: Suspensive condition

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

Article 10: 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 infocustomers.svc.be@SODEXO.com or by telephone on the number 02/547 54 45.

If it turns out 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 11: 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 12: Liability

Without prejudice to that stated below or to any other contractual provisions 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 and is held liable for paying the direct and proven damage, then its accrued liability for the entire term of the present contract 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 responsibility.

Article 13: Miscellaneous

The CUSTOMER shall refrain from applying its own general and/or specific terms and conditions of purchase.

If one or more of the provisions of these general terms and conditions or of the agreement to issue electronic vouchers is deemed to be invalid or inapplicable as a result of a judicial or administrative decision, the provisions in question shall, if possible, be replaced by one or more provisions with the same legal meaning. The other provisions shall remain unchanged.

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

Article 14: Applicable law and competent Court

The contractual relationship between SODEXO and the CUSTOMER is subject to Belgian law. Any dispute regarding the validity, interpretation and/or implementation of these general terms and conditions that cannot be resolved amicably shall fall under the exclusive competence of the Courts of the Judicial District of Brussels.