

***CONDITIONS FOR USE OF
BENEFITS OF SODEXO***



Definition of Terms

AP means a non-transferable card issued by Sodexo named 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 will be covered using any of the methods provided for under the GTCs. Unless otherwise stated, wherever this document refers to employees, this term has the same meaning as Beneficiaries.

Benefit means goods or services paid for in any of the ways defined in the GTCs.

Point denotes units of the Beneficiary's authorisation to use the Benefits under the Cafeteria System, which are credited to Beneficiaries by the Client under the Cafeteria System as per the Benefit Programme. Points will always be valid for a period of time individually agreed with the client.

Cafeteria is an electronic system for brokering employee Benefits, available at www.mojebenefity.cz.

Price List denotes Sodexo's relevant price list (or price lists) regulating the consideration Sodexo is entitled to in exchange for the services provided to the Client under the Contractual Documentation. The version of the Price List as in force on the date of establishment of the Agreement is provided under Annex No. 1 to the GTCs.

Date of Expiration denotes the final date of the validity term of the Electronic Card or AP shown on the face of the card in the MM/YY format.

Date of Expiration of the credit denotes the day, on which it ceases to be possible to use the Credit when paying for the Benefits. The Date of Expiration of the Credit is given in the Holder Access section of the system.

Holder denotes a Beneficiary who is authorised to use the Electronic Card or AP under an agreement with the Client.

Electronic card means GPC and/or the FPC.

FPC is a card with the name of 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 member 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.

Uptime Guarantee denotes a special arrangement (SLA, or Service Level Agreement) between Sodexo and the Client, which determines the guaranteed minimum Cafeteria or mojeBonusy server uptime (% of the Billing Period) for the needs of the Client, and related conditions.

GPC denotes a payment card named the Gastro Pass Card issued by Sodexo, which enables the Holder to pay for meals provided by the employer under the Income Tax Act as non-monetary benefits for employees. The GPC is not transferable from the Beneficiary to any other person.

Client denotes a person who has entered into an agreement with Sodexo on brokering of Benefits. Unless otherwise stated, wherever this document refers to employees, this term has the same meaning as Beneficiaries.

Client Account denotes a Client's electronic user account set up in accordance with Art. X (2) of the GTCs that gives the Client registered access to www.mojesodexo.cz.

Contact person denotes a contact person of the Client defined in the Agreement together with the scope of authorisation to represent the Client.

Credit denotes the equivalent in Czech crowns of the value of the Benefits that may be paid for using a certain Electronic Card and which has been credited to a certain Electronic Card based on a Credit Order.

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.

The Regulation means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and

on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Electronic Card Order denotes an irrevocable request of the Client for the issuance of one or more Electronic Cards, via the System.

Credit Order denotes an irrevocable request of the Client for an increase in the value of the Credit either individually or collectively for multiple Electronic Cards, via the System.

Personal data denotes any information concerning identified or identifiable natural persons (data subjects), which Sodexo processes on the basis of an Agreement or in direct connection with it during brokering of Benefits. Sodexo shall process personal data in the following scope: (i) name, work position, e-mail, phone number/fax number for contact persons for delivery, (ii) name, work position, e-mail, phone number/fax number, address for delivery for contact persons for orders, (iii) name, work position, e-mail, phone number/fax number for contact persons for invoicing (iv) name, for Beneficiaries. Sodexo processes Personal Data specified in points (i) to (iv) of this paragraph for the purpose of fulfilment of the Agreement and personal data specified in items (i) to (iii) by Sodexo for the purposes of sending commercial and marketing messages to the Client related to the subject of the Agreement, i.e. Offering of products and services, including sending of information about held events, manufacturers and other activities or sending of satisfaction questionnaires.

CC denotes Act No. 89/2012 Coll., Civil Code, as amended.

Partner denotes Sodexo's contractual partner acting as a direct supplier or—where relevant (e.g., for discount portals)—a broker of the goods and/or services to the Beneficiaries.

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 specification for each Voucher including specification of concrete services that can be paid for can be found on Sodexo's website.

Access denotes secured electronic user access available to the Client or Holder within the System.

Complaint Procedures denotes Sodexo's complaint rules. The current version of the Complaints Procedure as on the date of entering into the Agreement forms Annex No. 2 to the GTCs.

Agreement denotes a Benefit Brokering Agreement entered into between Sodexo and Client, as amended.

Contractual Documentation is a general term used for any of the documents below or for all of them together - the Agreement, GTCs, Complaints Procedure, Price List, Product Order Forms, including any addenda and annexes thereto.

Sodexo or Sodexo Benefity means Sodexo Pass Česká republika a.s., Reg. No.: 618 60 476.

Administrator denotes a personal data administrator as defined by the regulation, meaning a client who determines the purpose and means of processing personal data. **Parties** denotes Sodexo and/or the client.

System denotes the electronic card administration system operated by Sodexo and accessible on-line.

GTCs denotes these General Terms and Conditions.

www.mojesodexo.cz denotes an website (order portal) located at www.mojesodexo.cz which can be used to order electronically any Vouchers, Electronic Cards and/or other Products.

ITA denotes Act No. 586/1992 Coll., on income taxes, as amended.

Processor means processor of personal data as defined by the regulation, meaning Sodexo, processes personal data or the client based on the client's instructions during fulfilment of obligations under the agreement.

Billing Period denotes a period defined in the Contractual Documentation for the purposes of using the Cafeteria System (or the mojeBonusy System), during which the Benefits ordered by the Client and the Beneficiaries will be invoiced.

Unless otherwise stated, the specified terms have the meanings given above regardless of whether or not they are capitalised.

PERSONAL DATA - GDPR

Sodexo pay attention to protection of its customers' privacy.

In the interest of increasing security and protection of your personal data, we have updated our principles for personal data protection, which are available on our website in [Sodexo's Declaration Regarding the GDPR](#).

VOUCHERS

1. Vouchers are issued for specific and limited use in a network of contractual partners of Sodexo Benefit. The area of use is based on the name of the voucher and reflects valid legislation or the business aim of the issuer of the vouchers.
2. Vouchers are issued in nominal values, which may differ for individual types of vouchers. The value and validity of a voucher is always specified on it.
3. Following expiration, a voucher can no longer be used for payment.
4. A list of places where vouchers can be used can be found at the address www.mujiPass.cz.
5. Vouchers cannot be exchanged for cash.
6. In the event of damage of a voucher, the employee shall contact their employer who shall be able to ensure its exchange for a new one from Sodexo Benefit. Whether a voucher will be exchanged shall be decided by Sodexo Benefit based on the extent of damage.
7. A voucher, like a security, is protected against misuse by security features. Its copying and any other attempts at misuse are criminal offences.

CAFETERIA

Detailed description of services used within Cafeteria

1. Sodexo shall provide the Cafeteria System at the disposal of the Client and their employees. The Cafeteria System shall offer to the Client some of the human resources services specified below and allow the Client and their employees (the beneficiaries) to electronically order the Benefits over the respective logistic channels of the Cafeteria System (internal benefits, financial services, payments for the goods and services selected via a payment gateway, ePass, Sodexo Vouchers, GPC, FPC, etc.).
2. Within the Cafeteria System, the Beneficiaries shall pay for the Benefits using the Points credited to them by the Client. The prices of the Benefits will be indicated in the Cafeteria System using the Points system. The Client shall become obligated to pay the fee for using the Cafeteria System and pay for the Benefits ordered by the Beneficiaries via the Cafeteria System.
3. Sodexo undertakes to guarantee availability of the Cafeteria System subject to the conditions defined under the Cafeteria System Uptime Guarantee. Sodexo shall at all times inform the Client of any service shut-downs necessary with regard to the Cafeteria System and attempt to organise such shut-downs at suitable times with regard to the Client's Billing Period.
4. Sodexo shall develop maximum effort in order to ensure the system output of the Cafeteria System for the Client is accurate and conforms to the legislation in force, for the purposes of determining the correct salary deductions for specific Beneficiaries and assessing any additional tax on the part of the Client in their role of the employer. However, Sodexo shall not assume any liability for the correctness

of the determinations and payments of any statutory payment, information and/or reporting obligations of the Client and/or Beneficiaries including the correctness of any tax, social security and health insurance calculations or calculations of any other charges and duties, also in consideration of the fact that the correctness of the output from the Cafeteria System depends on the correctness of the data entered by the Client and the Beneficiaries in the Cafeteria System.

Services provided within the Cafeteria system

1. Services provided to the Client based on contractual and related documentation by Sodexo have been divided into these basic categories:

- Administration of Benefits and other HR services, including the setting of Cafeteria System reports as required by the Client. Advice regarding provision of employee benefits. Analysis, optimisation and communication of the Client's Benefit Scheme;
- Brokering of the Benefits through various logistic channels as requested by the Client within the Cafeteria System
- Setting up the Cafeteria system at the domain mojebenefit.cz based on the Client's requirements following mutual arrangement. The conditions for settings are part of the Check-list with labelling of the version numbered sequentially starting with 1.

2. As part of the services provided by Sodexo, the Client is entitled to:

- an unlimited number of administrators (Company Administrator) of the Client's profile within the Cafeteria System;
- service accounts administered by Sodexo; these accounts are solely reserved for the services to be provided by Sodexo to the Client and may not be used for making purchases or winning Points, but merely for providing support to the Client and the Beneficiaries, or for Sodexo to secure the agreed-upon HR services;
- authorisation to revise the prices of the Benefits expressed in Points (this is, however, without prejudice to the price of the Benefits expressed in Czech Crowns charged to the Client under the invoice);
- authorisation to determine the delivery date for the Benefits using the maximum and minimum delivery time limits specified by the Cafeteria System for each Benefit;
- authorisation to edit the content of emails and screens within the Cafeteria System to support internal communication;
- authorisation to edit the Beneficiaries' core data within the Cafeteria System;
- authorisation to edit the Beneficiaries' Points
- authorisation to edit the buildings and corporate addresses (places of work of the Beneficiaries) for the purposes of deliveries of GPCs/FPCs and Sodexo Vouchers;
- reporting available;
- secured transmission of documents from and to Sodexo via the "Messages" tab within the Cafeteria System;
- administration of GPCs/FPCs.

3. The services provided to the Client under the present Conditions of Use (and related documentation) by Sodexo include:

- Setting up of the Cafeteria system as agreed with the Client in the Check-list;
- commissioning the Cafeteria System for the Client as per the required parameters in the check-list;
- Securing the operation and further upgrades of the Cafeteria System in line with the applicable legislation;
- availability of the Cafeteria System in line with the Cafeteria System Uptime Guarantee;
- technical support to Client's users and administrators (subject to the conditions agreed upon in the Agreement and at the prices given in the invoice);
- expanding the Benefits and maintaining a high-quality Partner network. Unless agreed otherwise under the Agreement, Sodexo shall automatically activate new Benefits for the Client subject to the selected structure.

Administration of the Benefits and additional HR Services

1. Administration of the Benefits is separately regulated under the Cafeteria System, including a detailed list of the Benefits available to specific Clients (or specific Beneficiaries). For details see the special arrangement between the Parties in the Check-list.

2. Additional HR services will be resolved based on contractual arrangements between the parties in the Check-list or in the Agreement as a special arrangement.

Requirements for the Cafeteria System and Implementation of the Cafeteria IT System

1. The Client understands that in order to get access to the Cafeteria System, either the Client themselves and/or their employees will use electronic communication equipment connected to the Internet and a browser (namely the standard version of MS Internet Explorer, Mozilla, Chrome or Opera as currently supported by the manufacturer), which allows flash animations and Java scripts to be run smoothly. The Cafeteria System as well as the related data will be saved at the servers of Sodexo's Cafeteria System IT solution supplier, namely at the mojebenefity website available on-line.

2. The Client understands that the Cafeteria System may be secured by enabling a function that requires entering a password that meets certain safety parameters such as the minimum number of characters, compulsory use of lower-case and upper-case letters and a numeral as well as a limited number of attempts to enter the password. Sodexo recommends that the Client activate this setting within the Cafeteria System in order to eliminate potential security risks.

MOJEBONUSY/MUJSWAP

Detailed description and conditions for use of the MojeBonusy and MujSwap services

1. Sodexo provides the internet applications MojeBonusy and/or MujSwap (the "Applications") to Clients and their employees for use. The application enables the Client's employees to select how much of a bonus or wages they want to transfer to tax advantaged Benefits.
2. The conditions for use of the Application are:
 - a) An account created by the Client's employee in the application,
 - b) Access during a time period defined for optimisation (applies for application of MojeBonusy),
 - c) The employee's login to the Application or direct access from Cafeteria.
3. Sodexo undertakes based on materials supplied by the Client to create user accounts for the Client's employees in the Application for ensuring their access. The specific format of the file for data transfer and its specific contents are defined with the Client during implementation.
4. The Client's employee shall access the Application directly via a secure link from the environment of the logged in Cafeteria user or outside of Cafeteria via a user name and password. The user name is normally the employee's personal number. The employees will set up their passwords themselves.
5. The employee will carry out the following steps in the Application:
 - a) Approximate numbering of yearly costs for activities and goods paid for in a tax advantaged area for the purpose of defining recommended amounts for transfer of a bonus or part of wages.
 - b) Writing of a specific amount of a transferred bonus or part of wages to benefits.
 - c) In the case of a transfer of bonuses to vouchers, the selection of the type of voucher, number and nominal values of vouchers.
 - d) Cancellation of previously done optimisation / transfer by the close of the Application.
6. The transfer of part of the bonus or part of wages to benefits shall be understood as and supported by the application in these modes:
 - a) Transfer of part of the bonus to vouchers.
 - b) Transfer of part of the bonus to points in Cafeteria.
 - c) Transfer of part of the bonus to an electronic credit in a leisure account.
 - d) Transfer of part of wages to the points in Cafeteria.Individual modes cannot be combined in a single application or simple close.
7. The close of the transfer of part of a bonus or part of wages shall occur based on an agreement with the Client. The MojeBonusy application serves for one-time selection of conversion of part of an employee's bonus and is opened for a pre-agreed period. Following the lapse of the agreed period, closing of added information is done, along with its handover to the Client in a form of a report.

The MujSwap application serves for continuous transfer of part of the employee's wages and is continuously open for employees. Closing of the added amounts occurs at the end of each day, after which points are credited to the Employee's benefit account in Cafeteria.

8. Sodexo undertakes to handover following closing a report on amounts added to the Application by the Client's employees. In the case of the MujSwap application, Sodexo shall provide at the beginning of the calendar month a summarising report of transferred amounts of wages to benefits for all employees for the finished month for the purpose of enabling deductions from wages.
9. The Client undertakes to carry out checking of submitted reports, particularly not to exceed the transferred amounts if these limits have not been added to the application during creation of employee accounts.
10. Sodexo undertakes to carry out recording of credited parts of bonuses or wages promptly following closing and approval by the client. In the event of the transfer of part of wages, the client's approval shall not be required, and the application will credit the points to the benefit accounts of the employees in Cafeteria automatically.
11. Sodexo undertakes following agreement with the Client to ensure sending of welcoming e-mails and reminders to the client's employees' e-mail addresses at pre-agreed times. All automated e-mails from the application are considered desired information and addressing as part of legitimate interest; therefore special consent from the employee is not required.
12. Sodexo pledges that the application shall monitor based on the history of the employee's account and based on entry data from the client:
 - a) The legislative limit for ordering of universal free-time vouchers.
 - b) The maximum amount of the transfer of wages in the particular month in view of the agreed maximum possible amount of transfer of wages in the particular month.All other potential limitations must be taken into consideration in input data (particularly providing of other tax advantaged benefits calculated in the legislative limit), or subsequent checking on the Client's side.
13. Sodexo undertakes to guarantee for the Client the availability of the application for the entire duration of provision of the application. Sodexo shall always inform the Client in advance about essential service downtime of the application.
14. The Client is required to ensure access to the application only for employees who fulfil the internal conditions of the Client for optimisation of bonuses or parts of wages and specification of such information that does not enable employees through optimisation in the application to exceed the limits stemming from the Income Tax Act.
15. The Client is also required to ensure:
 - a) The preparation and signing the necessary internal directives, rules and any amendments to the employment contract in accordance with the legal terms and conditions of payment of in kind forms of wages.
 - b) To instruct employees about the negative impacts of payment of bonuses or parts of wages in the form of benefits and average earnings, i.e. in the amount corresponding to leave, disability, maternity (retirement).

Sodexo shall provide the Client with cooperation and recommendations for adjustment of internal regulations and directives in the scope of provision of non-entitled portion of wages in kind form.

16. Sodexo shall develop maximum effort in order to ensure the system output from the application for the Client is accurate and conforms to the legislation in force, for the purposes of determining the correct salary deductions for specific employees and assessing any additional tax on the part of the Client in their role of the employer. However, Sodexo shall not assume any liability for the correctness of the determinations and payments of any statutory payment, information and/or reporting obligations of the Client and/or Beneficiaries including the correctness of any tax, social security and health insurance calculations or calculations of any other charges and duties, also in consideration of the fact that the correctness of the output from the application depends on the correctness of the data entered by the Client and the employees in the application.

ELECTRONIC CARDS

Detailed description of the use of electronic cards

1. Issuance of an electronic card is ordered by the Client from Sodexo Benefit.
2. For an issued card, a Sodexo Personal Account is automatically created, which enables the card holder to manage and have an overview of balances and conducted transactions (the accounts

- enables in particular the submission of requests for blocking, unblocking and cancellation of an electronic card).
3. The user logs into the account at www.sodexo-ucet.cz. Instructions on how to log into an account and data necessary for registration for a Sodexo Personal Account can be found by the holder in the card package.
 4. The card can also be administered via the Sodexo Personal Account mobile app, which can be downloaded for Android phones on Google Play and for iPhones on the Apple AppStore. The holder logs into the mobile app with a user name and password created during the initial registration in the web version of Sodexo Personal Account.
 5. The process of issuing an electronic card is as follows:
 - a) The Client delivers an order for an electronic card to Sodexo.
 - b) If the electronic card is supposed to be issued for a specific Holder, the electronic card Order must further specify (i) the Holder's unique ID data (name and surname, ID); (ii) the method of delivery of the Non-activated electronic cards, i.e., either to the Client or directly to the Holder; (iii) where the cards are to be sent directly to the Holder, the Holder's email address which serves as means of authentication of the Holder within the System.
 - c) If the electronic to be issued is not intended for a specific Holder, it may only be sent to the Client's address. Electronic cards for specific Holders may be sent to the Client's address in an envelope inscribed with the name of the Holder, or directly to the Holder's address, by registered mail for delivery to the addressee only.
 - d) Invoicing for issuance of an electronic card is governed by the entered into agreement and the price list.
 6. The electronic cards may only be used if they have been activated and if the Holder has set their PIN. The Holder shall activate a Non-activated electronic card as follows:
 - a) The Holder shall activate the card with the initial contact transaction made with a Partner that accepts the card; as part of the contact transaction, the Holder enters the PIN they are going to use in the future.
 7. Before activating the electronic card, the card's status in the System must be changed to "For Activation". The status change shall be executed:
 - a) for electronic cards delivered to the Client's address, by the Contract Person after logging into the System and confirming receipt of the electronic card consignment;
 - b) For electronic cards delivered to the Holder's address, by the Holder themselves after logging into the System.
 8. Credit is loaded onto the card accounts by the employer. Credit expires, and its validity period can be found in the Sodexo Personal Account or in the Sodexo Personal Account mobile app.
 9. When paying for a Benefit using an electronic account, an on-line authorisation process is run for the transaction and the Holder must proceed as follows:
 - a) The holder is required to enter a PIN code whenever a contact transaction is involved or if a contactless transaction for more than CZK 500 is involved. For contactless payments up to CZK 500, the PIN is not required. For contactless payments a plastic card or a mobile card may be used (for payment via the Sodexo Mobile Payment application).
 - b) In the case of payments via the internet, the Holder is required to select the payment method Sodexy Benefity and shall be redirected to the Sodexo payment gateway, where they will enter their user name (usually an e-mail address or personal number)
 - The user name used for logging into the Cafeteria mojeBenefity system, if points from Cafeteria are going to be used
 - The user name used for logging into the Sodexo Personal Account, if payment will be made with credit from that account
 10. If it is not possible to verify the use of an electronic card in the manner described above, then payment for the Benefit using an electronic card will not be possible.
 11. The same shall apply if the Partner discovers that an presented electronic card is not valid or has been obviously altered, forged or otherwise tampered with in an improper manner, if the presented electronic card has been issued to a person other than the person presenting it, if the holder is specified on the card, or if the electronic card is to be used by the holder to pay for fulfilment other than a respective benefit.
 12. Sufficient Credit must be present to pay for a Benefit.
 13. During a transaction with an electric card, the exact amount is always subtracted. First the credit that was initially loaded and will expire the soonest is drawn.

14. If the Holder forgets or wishes to change their PIN, they shall reset the PIN in the System and set a new PIN as part of the upcoming contact transaction (similarly to what the case is for the initial FPC card activation and setting of the PIN).
15. The Holder is obligated to keep the card at a safe place, separate from their proofs of IDs, and protect it against loss, misuse and mechanical and thermal damage.
16. The Holder is responsible for safeguarding their PIN. Sodexo shall not be liable for damages arising as a result of disclosure of the PIN or a breach of the user's obligations under the GTCs or Conditions for Use.
17. In the event of the loss or theft of the card, the card holder may immediately block it via the Sodexo Personal Account, by clicking on the "Block Card" button or by calling the Sodexo customer line (on business days between 9 a.m. and 5 p.m.).
18. The holder shall submit the request for a new card via the Sodexo Personal Account, by clicking on the button to request a new card. This shall deliver the request to the employer, who will decide whether or not to approve the request for a new card (and order it).
19. The Client may set various user privileges for specific persons, namely (i) administrator privileges (with the Contact Person's privileges and the right to determine other authorised persons on the part of the Client); (ii) privileges of the Contact Person for Deliveries, who is authorised to take over card consignments, confirm the receipt of the card and change the card status for the Client's designated distribution point; (iii) privileges of a special Contract Person for Deliveries, who, beyond the rights of the person given under (ii) above also has the right to place card orders and credit orders.
20. Electronic card blocking is done as follows:
 - a) Sodexo is obligated to block an electronic card, thereby making it temporarily impossible for the card to be misused, at a request of the Client or the Holder, if Sodexo receives information on a loss, theft, misuse or unauthorised use of the card from the Client or the Holder. The Client may request the blocking of any electronic card that has been issued to them against an electronic card order. The holder may only request the blocking of to the card they use.
 - b) Sodexo may also block an electronic card without being prompted to do so, as provided for under letter a. of this paragraph, in the interest of preserving the security of the card, especially in the event of suspected fraudulent use of card, or if Sodexo registers debts owed by the Client and the Client fails to honour such debts in spite of Sodexo's payment requests.
 - c) The request under a) may be lodged by the Client via the Sodexo Personal Account, the Client Hotline, or using any other channel communicated to the Client to this end at the time of the issuance of the electronic card. If the Client Hotline is used, the Client or the Holder shall be required to identify themselves by providing ID details requested by Sodexo.
 - d) Sodexo undertakes to block it right after the request to block the electronic card has been submitted.
 - e) Once the reasons for the electric card blocking initiated by Sodexo cease to apply, Sodexo shall be obligated to unblock or replace the card concerned.
 - f) The electric card unblocking request in respect of a card blocked at the Client's request can only be made by the Client. The EC unblocking request in respect of an EC blocked at the Holder's request can be made by the Client or the Holder. Sodexo undertakes to unblock the EC or initiate action leading to the issue of a replacement EC on the first business day after the request is entered.

DISTRIBUTION AND DELIVERY

Unless otherwise agreed upon in the written Agreement with the client, the ordered Vouchers will be delivered to the Client within five business days of the payment, in full, of the fee for issuing the Vouchers, to Client's delivery address indicated in the Agreement or in the Order, as long as the Order has been created at www.mojesodexo.cz, using the Order Form or within the Cafeteria System.

If the Client requires an earlier delivery of the Vouchers/Cards, Sodexo may charge an extra fee.

Distribution and delivery of vouchers

1. Depending on the method of packaging vouchers, the orders from the client may be in one of two types:

A) Personalised orders - vouchers packaged in envelopes (170x160mm envelopes)

- in the event of a payment following delivery, the order shall be delivered within five business days after the creation of the order. The invoice is paid by the client after delivery of the order.

- In the case of payments before the delivery of the order only after the date of payment of the pro forma invoice by the client. The order is generated immediately after its creation and awaits payment from the client. If the client pays the pro forma invoice on the date when the order is generated, the order will be delivered within five business days.

b) Orders of vouchers in a block - vouchers packaged in quantities of 500 each, are attached in the headings of the vouchers

- in the event of payment after delivery, the client's order will be delivered within three business days from the date of order generation. The invoice is paid by the client after delivery of the order.

- In the case of payments before the delivery of the order only after the date of payment of the pro forma invoice by the client. Following payment of the pro forma invoice, the order will be dispatched on the date when payment is received.

- in the event of C.O.D. Payment, the order will be delivered within three business days.

Orders of vouchers may be delivered either to the clients' addresses or to private home addresses of the client's employees. The client may order vouchers at www.mojesodexo.cz or via the Cafeteria portal, or by sending an e-mail with an order to the info line of Sodexo or to a sales representative of Sodexo.

2. Delivery method:

The delivery methods for vouchers are as follows for deliveries made to a single destination within the Czech Republic:

- by Czech Post for consignments worth up to CZK 50,000 (for cash on delivery, a so-called cash-on-delivery fee must be added to the amount).
- by courier for consignments worth up to CZK 140,000. For cash on delivery and Personalised Vouchers, the limit is reduced to no more than CZK 70,000, with a C.O.D. Fee added to that amount).
- by a security agency for consignments worth up to CZK 5 million.

Distribution and delivery of electronic cards

Electronic cards are delivered to the client's address via Czech Post's Balík do ruky service.

Electronic cards are sent to the home address of the holder via Czech Post by registered letter.

Selection of a shipper for distribution and delivery of vouchers and electronic cards

Sodexo may trust the delivery to a carrier of their own choosing. The transport costs are indicated in the Price List, which is Annex No. 1 to the GTCs, and they apply to consignments below the thresholds specified under paragraph above at all times.

The Client undertakes to make sure that at the time of transmitting the ordered consignments, the Contact Person for Deliveries or any other person authorised to do so signs the transfer certificate submitted by the person organising the Voucher/EC delivery).

ACTIVEPASS

AP SYSTEM, GENERAL PROVISIONS

As part of its brokering activity, Sodexo organises a network of Partners, at whose outlets AP may be used. For updated lists of the Partners go to Sodexo's website (www.activepass.cz).

Conditions for issuance and activation of AP and their return for clients without the Cafeteria system

1. The Client may require Sodexo to issue one or more AP cards. AP cards delivered to the Client's company addresses are issued as activated. In the event of alternatively delivered AP cards to a home address, they are issued as inactivated.

The process of issuing APs is as follows:

- a. The Client expresses their interest in issuing one or more AP cards by filling out and submitting an AP order. Within the scope of an AP order, the client shall provide the information necessary for ordering the product, meaning name, personal number, subscription length and whether the AP is for an employee or Partnering Person (as defined by Article XXIV (1) of the GTCs). For an AP card order for a Partnering Person, it shall be specified to which AP card the Partnering Person is related.
- b. The Client is authorised to order AP cards only for Authorised Persons, i.e. employees of the Client, Partnering Persons (see description in art. XXV. of the GTCs).
- c. AP cards will be delivered to the Client's address given in the agreement. In the event of delivery to home addresses, the AP cards will be delivered to the addresses specified in the order.
- d. Any responsibility for the AP is transferred to the Client at the moment of AP consignment receipt by the Client.

Sodexo will charge the Client for each AP card issued and distributed based on the Client's order with a price fixed in accordance with the Price List.

Orders for AP cards will be made by the Client by delivering an order to Sodexo. (i) If the Client delivers an order to Sodexo no later than the 15th day of the month, Sodexo will issue a proforma invoice and deliver it electronically to the Client within 2 business days of receipt of the order. The proforma invoice is due by cashless transfer by the 23rd day of the month. If the Client pays a proforma invoice within this time limit, Sodexo will deliver to the Client the ordered AP cards the last working day of the month at the latest. The invoice (tax document) is issued by Sodexo under the VAT law. The same conditions apply to orders of new APs in subsequent months in case of loss, destruction or theft as to AP orders. (ii) If the Client delivers an order after the 15th day of the month, the billing and delivery of the ordered AP cards will be made according to this paragraph in the following month (the AP card will be delivered no later than the last working day of the month following the month in which Sodexo received AP cards). Sodexo will not accept any AP card orders during the duration of the Agreement notice for which the subscription period would expire after the expiration of the notice period.

AP cards are issued for a subscription period, which is 3 months, 6 months or 12 months. The subscription period is chosen by authorised persons. The subscription period for APs of individual authorised persons may vary. An AP order for which a subscription period shall be extended automatically. In the event that the Client and/or an authorised person does not want to extend an AP order whose subscription period expires, the Client is obliged to provide this information to Sodexo no later than by the 15th day of the month in which the subscription period is scheduled to end. If the Client fails to supply the information on non-extension of an AP order to Sodexo whose subscription period expires within this time limit of the 15th day of the month, Sodexo shall extend this AP on equal terms and for the same period. Orders for renewal of activation of deactivated AP must be delivered to Sodexo by the Client no later than by the 15th day of the month preceding the required month of renewal of activation of deactivated AP. Each AP card holder is entitled, irrespective of the change in his/her status as an authorized person (e.g. by reason of termination of the employment by the Client's employee), to draw on the paid subscription on his/her AP card until the end of the subscription period except for cases when the AP card is cancelled according to these GTC.

2. For AP card orders for partnering persons, the same conditions apply as for regular orders of AP cards. Only one AP card may be ordered for a partnering person. For ordering an AP card for a partnering person, the condition of an active AP card subscription must be fulfilled, for the duration of the ordered period for the AP card for the partnering person.

3. A condition for using the AP card is that it must be activated.

AP card activation forms:

- The activation is done by Sodexo based on the Client's confirmation of receipt of the AP cards ordered and paid for by the Client.
- Activation of the card shall be done by Sodexo based on the personal profile created by the AP card holder (Employee of the Client and Partnering Person) at ucet.cz in the manner and in the form specified in the Sodexo written instructions to be part of the AP card consignment delivered in accordance with this Agreement to the Client and/or to the Client's Employee. The AP card shall be personally handed over to the Partnering Person by an Employee of the Client who designated him/her as the Partnering Person. A condition for creating a personal

profile will be entering of the phone number and e-mail address of the AP card holder. Only Sodexo and the AP card holder who created his/her own personal profile will have access to a personal profile in order to activate the AP card.

- Activation of a card and creation of a personal profile shall be allowed as soon as the Client confirms receipt of the consignment at www.mojesodexo.cz.

Conditions for issuance and activation of AP and their return for clients with the Cafeteria systém

1) AP for employees of the Client in the Cafeteria system:

- An order for AP cards in the Cafeteria system may be placed for a subscription period, which is 3 months, 6 months or 12 months. The length of the subscription period and the AP card version of ActivePass Plus shall be selected by the client's employees in the Cafeteria system.
- The AP card order shall be submitted by the Client's employee by completion of an order and its sending to Sodexo in the Cafeteria system. The handover of the AP cards to the Client's employees delivered in accordance with this paragraph shall be ensured by the Client or alternatively delivered to the home address.
- Activation of an AP card ordered in the Cafeteria system or ordered by the Client in the mojesodexo.cz portal (in the case of loss, destruction or theft of the AP card)
- Activation of the AP card shall be done by the Client's employee in the manner and form described in the written instructions from Sodexo, which will be delivered together with the AP card or by the employee in the event of delivery of the AP to a home address.

A) Payment of the subscription fee for AP cards ordered in the Cafeteria system.

Sodexo shall issue based on the client's employee's order and number of points in the Cafeteria system corresponding to the subscription an invoice which must be paid by the due date specified in point 1 above and delivered to the client within 5 business days from the 15th day of the month if the order for the AP card is received during that period.. If the AP card order is received after the 15th day of the month, the period for delivery of the invoice to the Client shall be extended, while maintaining the planned 5 business days, by one month.

B) Payment for AP cards ordered by the Client at mojesdexo.cz

Based on the Client's order, Sodexo shall issue an invoice which must be paid by the deadline specified above.

- In the event of loss, destruction or theft of the AP card, the Client's employee shall ask the Client to approve issuance of a replacement AP card via the sodexo-ucet.cz portal. If the Client approves the employee's request for issuance of a replacement AP card, the Client shall deliver to Sodexo via mojesodexo.cz an order for a replacement AP card. Based on the client's order, Sodexo will deliver a replacement AP card to the Client within 8 business days from the receipt of the client's order by Sodexo. The client shall ensure the handover of the replacement AP card to the employee.
- The Client is obliged to deliver to Sodexo extension of an AP order for which the subscription period expires no later than the 15th day of the month in which the AP subscription period expires via the Cafeteria system. If the client's employee does not extend the subscription period, the AP card will be deactivated. Each AP card holder is entitled, irrespective of the change in his/her status as an authorized person (e.g. by reason of termination of the employment by the Client's employee), to draw on the paid subscription on his/her AP card until the end of the subscription period except for cases when the AP card is cancelled according to these GTC.
- Reactivation of an already deactivated AP card may be done by the client's employee via an order in the Cafeteria system and by paying the subscription fee for the selected period. For the ordering and payment of the subscription fee for deactivated AP cards, the same conditions shall apply as for AP cards described above in this article.

2) AP for Partnering Persons in the Cafeteria system:

- An AP order for a Partnering Person shall be submitted by the client's employee in the same way as the employees order AP cards for themselves. An AP card for a Partnering Person

may be ordered only by an employee of the client who at least in the first month in which the card for the Partnering Person is to be activated has activated their own AP card and paid the subscription fee or shall deliver to Sodexo an order for an AP card for the Partnering Person together with an order of an AP card for himself/herself. The Client's employee shall ensure the handover of the AP card to the Partnering Person whom the employee has been designated as a Partnering Person, or alternatively we can deliver the card to the home address specified in the order via the Cafeteria system for the employee ordering the card in Cafeteria.

- Activation of an AP card ordered in the Cafeteria system for a Partnering Person: The Partnering Person shall activate the AP card in the manner and form specified in the written instructions from Sodexo, which will be delivered together with the card.
- In case of loss, destruction or theft of the AP card intended for the Partnering Person, the same approach shall be taken as applies for the loss, destruction or theft of an AP card intended for the client's employee.
- Reactivation of an already deactivated AP card for a Partnering Person may be done by the client's employee via an order in the Cafeteria system and by paying the subscription fee for the selected period. For the ordering and payment of the subscription fee for deactivated AP cards for Partnering Persons, the same conditions shall apply as for AP cards for the Client's employees as described above in this article.

AP USE, SUBSTITUTE AP, AP BLOCKING AND CANCELLING, AUTHORISED PERSONS

- The APs may only be used with Partners within the territory of the Czech Republic. The Partners may be identified with the AP sticker.
- AP may not be used to withdraw cash from cash machines or to use the cash-back service with selected Partners.
- The Holder is obligated to protect the AP against loss, misuse and mechanical and thermal damage.
- Even an unintentional breach of the set security rules applying to the use of AP is regarded as gross negligence.

Authorised persons:

- Persons authorised to use Active Pass products and services, divided into 2 categories, are employees of the Client and partnering persons.

Categories of authorised persons:

Category 1: Client's Employee: The Client's Employee who is an authorised person for the AP purposes, is a person working with the Client on the basis of an employment contract, contract of services, agreement to perform work or under contract entered into between the Client and the employee, included in the listing of authorised persons of the Client. Hereinafter, an employee will be referred to as "Holder" using an AP card to use Active Pass Plus products and services.

Category 2: Partnering: An accompanying person who is an authorised person for the AP purposes is one person designated by the Client's employee at most, included in the listing of authorised persons of the Client. Each Holder may only designate one Partnering person and order only 1 AP card for them. A Partnering Person may be a person who is a dependant of an employee or a person in a relationship with a dependant (e.g. sister-in-law, etc.), a person adopted by an employee or his/her spouse or person living with an employee as a partner. If the employee ceases to be the Holder, the Partnering Person will be deleted from the AP.

AP blocking:

a. Sodexo is obligated to block an AP, thereby making it temporarily impossible for the card to be misused at a request of the Client or the Holder, if Sodexo receives information on a loss, theft, misuse or unauthorised use of the AP from the Client or the Holder. The Client may request the blocking of any AP that has been issued to them against an AP Order. The holder may only request the blocking with regard to the AP they use. AP card blocking applies to both the AP cards of the Client's employees and the AP cards of Partnering Persons.

b. Sodexo may also block AP without being prompted to do so, as provided for under letter a. of this paragraph, in the interest of preserving the security of the AP, especially in the event of suspected fraudulent use of AP, or if Sodexo registers receivables from the Client and the Client fails to honour such debts in spite of Sodexo's payment requests.

c. The request under a. in this paragraph may be lodged by the Client via the Client Hotline, or using any other channel communicated to the Client to this end at the time of the issue of the AP. When using the Client Hotline, the Client must identify themselves by entering their name and surname,, name of the Client and indicating their role (such as administrator), and possibly by entering other identification data as may be requested by Sodexo.

d. The request under a. in this paragraph may be lodged by the Holder by phone via the Client Hotline, or using any other channel communicated by the Client to the Holder to this end at the time of handing over the AP. When using the Client Hotline, the Holder must identify themselves by entering their name and surname, the Client's name and their Security Code received in the letter accompanying the AP card.

e. Sodexo undertakes to block it right after the request to block the AP is submitted.

f. Once the reasons for the AP blocking initiated by Sodexo cease to apply, Sodexo shall be obligated to unblock the AP.

Unblocked cards will need to be reactivated by the AP holder.

G. The AP unblocking request in respect of an AP blocked at the Client's request can only be made by the Client. The AP Unblocking request in respect of an AP blocked at the Holder's request can be made by the Client or the Holder. Sodexo undertakes to unblock the AP or initiate action leading to the issuance of a new AP on the first business day after the request is entered.

AP cancellation:

Sodexo cancels AP

- a. at the expiration date of the AP, unless an automatic AP renewal has been set;
- b. immediately at the request of the Client or at the request of the Holder. In this case, the unused subscription is not refunded.
- c. in the event of termination of the Agreement, with the exception of the AP, for which the subscription expires after the termination of this Agreement.

Any form of trading with AP cards or any form of their lending and distribution to third persons that are not authorised persons is prohibited. The obligation to inform the authorised persons is on the Client's part. In the event that any authorised person commits a breach of the obligation to prohibit the trading of AP cards and/or any form of their lending and distribution to third persons, Sodexo is entitled to exclude the authorised person, i.e. the Holder including their Partnering Person, from the AP. Sodexo will inform the Client about such fact without undue delay.

AP RELATED RIGHTS AND OBLIGATIONS

- The Client shall be liable for any consequences of the Holder's actions or omissions.
- The Client shall be obligated to make sure the AP are used in keeping with the conditions defined in the GCTs and Conditions for Use, and specifically to adopt any reasonable action, as soon as their receive the AP, to protect the personalised security features of the cards, and provide for the Holders doing the same. At the same time, the Client shall be obligated to make sure that Sodexo is promptly notified of any loss, theft, destruction or misuse of the AP as soon as any of them is identified. The Client undertakes to familiarise the Holder with the GCTs and the Conditions for Use and the safe use practice for the cards and make sure that individual Holders meet the obligations contained therein in a proper and timely fashion.
- The Client understands and acknowledges that Sodexo is not responsible for the quality of the goods and services paid for by the AP, and that Sodexo may not be held accountable for any risks on the part of the Client or the Holder that may be connected with the use of the services or goods and services purchased from the Partners' outlets.
- The Client represents and warrants that the Holders' and other Authorised Persons' data provided is correct and true.

CONDITIONS OF ISSUE AND ACTIVATION OF AP AND THEIR RETURN

The Client is required to fulfil the condition of at least 10 active subscriptions within a single month for the duration of their use of the service. If the condition of a minimum of 10 active subscriptions for a particular month is not fulfilled the order will not be realised for the particular period.

