



GENERAL TERMS AND CONDITIONS

to the General Intermediation Agreement

I. Subject Matter of the General Terms and Conditions

These General Terms and Conditions (the "Terms and Conditions") define the rights and obligations of Edenred CZ, s.r.o., company ID 24745391, with its registered office at Pernerova 691/42, 186 00 Praha 8, incorporated by entry in the Commercial Register kept by the Municipal Court in Prague, Section C, File 170804 ("Edenred") as the Intermediary on the one part, and the Partner as an entity interested in intermediation in fulfilling the General Agreement concluded between Edenred and the Partner. The provisions of the General Agreement shall take precedence over these Terms and Conditions, which shall take precedence over those provisions of the law from which it is possible to derogate. These Terms and Conditions are an annex to and an integral part of the General Agreement.

II. Edenred Vouchers

Vouchers are vouchers issued by Edenred in paper or electronic form with a specific nominal value expressed in Czech crowns that entitle the Voucher user to purchase, in the Czech Republic, goods or services of a certain type that are provided by Edenred Partners who accept Vouchers as a means of payment for such goods and services based on an intermediation agreement. The Partner undertakes to accept Vouchers solely in accordance with their purposes specified below. Specimens of valid Vouchers are available on Edenred's website and the Partner is obliged to familiarize itself with them. Edenred issues the following types of Vouchers:

Ticket Restaurant®

These are paper vouchers designed for the workplace catering of employees of Edenred clients. Ticket Restaurant® is meant solely to cover the price of foods intended for direct consumption or other catering services in the Partner's establishments. Ticket Restaurant® vouchers cannot be used to pay for tobacco products or alcoholic beverages.

Ticket Restaurant® ("TR") Digital Wallet

This is a digital wallet on which electronic Vouchers are loaded to pay for the same goods/services as Ticket Restaurant® paper Vouchers. The provisions concerning the TR wallet shall also apply, as appropriate, to the previously issued separate electronic Ticket Restaurant® Cards ("TRC") for the period over which they are issued and in circulation.

Edenred Benefits ("EB") Digital Wallet

This is a digital wallet on which electronic Vouchers are loaded to pay the price of goods and services within the meaning of Section 6(9)(d) of Act No. 586/1992 on income taxes. The provisions concerning the EB wallet shall also apply, as appropriate, to the previously issued separate electronic Edenred Benefits Cards ("EBC") for the period over which they are issued and in circulation.

Edenred Benefits FKSP ("EB FKSP") Digital Wallet

This is a digital wallet loaded with electronic Vouchers that are to be accepted by the Partner as payment for its goods/services. These Vouchers are intended to facilitate the use of benefits covered by the Cultural and Social Needs Fund (FKSP) under Act No.: 218/2000 on budgetary rules and amending certain related acts (Budgetary Rules), as amended (the "Budgetary Rules Act"), and under Decree No. 114/2002 on the cultural and social needs fund, as amended, (the "FKSP Decree"), that are earmarked for cultural, sports, educational, recreational and health activities in accordance with the FKSP Decree.

Edenred Card (the "Card" or "EC Card")

This is a card issued by PrePay Technologies Ltd., registered under number 4008083 in England and Wales, with its registered office at 3 Sheldon Square, 6th Floor, London W2 6HY, United Kingdom, based on Mastercard with an assigned personal identification number (PIN), enabling both contact and contactless payment of prices or a portion thereof through payment terminals or online. The EC Card is not a means of e-money within the meaning of Act No. 370/2017 on payment services, as amended. Payments via EC Card are made through a payment terminal that accepts Mastercard payment cards. To this end, the Partner accepting EC Card payments is obliged to enter into the relevant Mastercard acceptance agreements with its bank and maintain them in force and effect for the duration of the Agreement. The Partner accepting the EC Card is obliged to install in each of its establishments listed in Annex 3 to the Agreement functional terminals connected to the Mastercard network and inform Edenred of the current MID numbers of these terminals. The Partner accepting the EC Card is obliged to adhere to the Mastercard rules issued by its receiving bank and to act in accordance with the specific Mastercard rules governing the use of prepaid cards with a limited range of beneficiaries. The Partner is responsible for the proper functioning of the terminals, in particular for adherence to all prescribed technical standards.

A Partner who has activated the Edenred Card, TRC, or EBC online payment options with Edenred is also entitled to receive payment of the price of goods/services via the internet, but only in accordance with the purpose of the Voucher as specified in these Terms and Conditions.

Edenred Benefits Edenred Multi

These are paper Vouchers intended to pay for the services of recreational, healthcare, educational, pre-school, and sports facilities and for holidays that Edenred's clients provide to their employees as employee benefits in accordance with applicable legislation. Unless otherwise stated below, Edenred Multi Vouchers are also understood to include Edenred Academica, Edenred Medica, Edenred Holiday, and Edenred Sports&Culture Vouchers.

Edenred Multi FKSP

These are paper Vouchers to be accepted by the Partner as payment for its goods/services. These Vouchers are intended to facilitate the use of benefits covered by the Cultural and Social Needs Fund under the Budgetary Rules Act and the FKSP Decree for cultural, sports, educational, recreational, and health activities in accordance with the FKSP Decree.

Edenred Academica

These are paper Vouchers intended to pay for educational facilities' services that Edenred's clients provide to their employees as employee benefits in accordance with applicable legislation.

Edenred Medica

These are paper Vouchers intended to pay for healthcare facilities' services that Edenred's clients provide to their employees as employee benefits in accordance with applicable legislation.

Edenred Holiday

These are paper Vouchers intended to pay for recreational facilities' services that Edenred's clients provide to their employees as employee benefits in accordance with applicable legislation.

Edenred Sports&Culture

These are paper Vouchers intended to pay for sports and cultural facilities' services or to purchase holidays that Edenred's clients provide to their employees as employee benefits in accordance with applicable legislation.

e-Tickets

These are electronic Vouchers intended to pay for goods/services as part of the provision of employee benefits via the Edenred Benefit Premium online portal. An e-Ticket takes the form of a unique six-digit code that is automatically generated when ordering on Edenred Benefit Premium and sent to the email address of the specific client entitled to receive the goods/services. Prior to providing the goods/services, the Partner validates the e-Ticket code the client has submitted by entering it, together with the Partner Code of its establishment, in the validation interface at <https://partner.edenredbenefit.cz/administrationpartner/login.aspx>, and pressing the "validate" button and then "apply" ("validation"), thereby also verifying the validity of the e-Ticket.

Edenred Benefit Premium Payment Gateway

This allows the user, or beneficiary, to pay online with benefit points from the Benefit Premium cafeteria for goods/services in the Partner's e-shop. The payment gateway is located on the Partner's website. In the process of the beneficiary's payment for goods in a shopping cart, proof of payment is automatically generated and the Partner then has a claim against Edenred for the corresponding amount. Edenred and the Partner shall provide each other with all necessary cooperation in the implementation of the payment gateway. Each Party shall bear all the costs it incurs in connection with the implementation of the Edenred Payment Gateway in order to be able to provide the respective goods/services to the beneficiary under the General Agreement.

Edenred Compliments

These are paper gift Vouchers intended to pay for goods/services.

Edenred Service

These are paper Vouchers intended to pay for benefits in the system of assistance in material need within the meaning of Section 4 of Act No. 111/2006 on assistance in material need. Edenred Service Vouchers are mainly used to pay for food and beverages, children's goods, school supplies, drugstore or pharmacy goods, clothing and medical supplies. Edenred Service Vouchers cannot be used to pay for tobacco products or alcoholic beverages.

Edenred Čisty

These are paper Vouchers intended to pay for the cleaning and washing of personal protective equipment and uniforms, and for purchases of washing, cleaning, and disinfecting agents designed to protect life and health at work.

III. Redemption of Paper Vouchers

Paper Vouchers accepted by the Partner as payment for goods/services provided will be reimbursed by Edenred to the Partner under the following conditions:

a) The Partner shall stamp received paper Vouchers on the reverse side and fill in the



list of paper Vouchers received, indicating the Partner's code and identification number, the type, number, and nominal values of the paper Vouchers received, and the total nominal value of the paper Vouchers to be redeemed. The Partner shall send the paper Vouchers together with the Voucher list and a redemption request to Edenred at the following address by post or by messenger service: EDENRED CZ s.r.o., Podvíhovská 304/12 – ODNOS, 746 99, 140 00 Praha 4 Depo Opava. The paper Vouchers will be refunded to the Partner by wire transfer to the Partner's bank account stated in the General Agreement. Edenred shall make the cashless payment for the paper Vouchers within four to nine business days from the submission of the paper Vouchers for redemption.

b) Paper Vouchers may be delivered for redemption no earlier than on the first day of their validity and no later than by the end of the first calendar month after the date on which they expire; otherwise the paper Vouchers will not be refunded by Edenred. The validity is stated on each individual paper Voucher. Expired paper Vouchers sent in for loading will not be returned to the Partner.

c) Where the total nominal value of delivered paper Vouchers received by Edenred is different from the total nominal value stated by the Partner in the Voucher list, irrespective of the reason, the total nominal value of the paper Vouchers as established by Edenred upon receipt shall be decisive; if the difference in one consignment of used paper Vouchers exceeds CZK 3,000 (three thousand Czech crowns), Edenred shall suspend the loading and processing of used paper Vouchers for refund to the Partner, and shall inform the Partner thereof by phone. Subject to the Partner's written consent, Edenred is entitled to load paper Vouchers even if a difference arises.

The Intermediary is obliged to archive Vouchers for 30 days if, in the loading thereof, a difference greater than CZK 3,000 arises, so that they can be reviewed by the Client.

d) If paper Vouchers delivered for redemption are not separated into individual Vouchers or if paper Vouchers are in any way damaged, degraded, counterfeit, or otherwise invalid (except for the stamping thereof by the Partner on the reverse), Edenred will not refund such paper Vouchers. The same applies if the list of delivered paper Vouchers is filled in incorrectly, incomprehensibly, or incompletely, or if the list form provided by Edenred has not been used.

e) Received paper Vouchers shall be refunded by Edenred to the Partner up to three times per calendar month. For each subsequent request for redemption of paper Vouchers in the same calendar month, the Partner shall pay a fee to Edenred as per the Price List.

f) After the paper Vouchers have been loaded, Edenred shall send the Partner the corresponding tax document.

g) Received Ticket Restaurant® paper Vouchers may also be submitted by the Partner for redemption in the wholesale network of MAKRO Cash & Carry ČR, s.r.o. In this case, the resulting amount, less fees and value added tax, will be paid to the Partner via the account of MAKRO Cash & Carry ČR, s.r.o., with a VS (variable symbol) payment identifier identical to the number of the tax document sent to the Partner, within 18 business days of the date of submission of the Ticket Restaurant® Vouchers through collection points located at wholesale centres of MAKRO Cash & Carry ČR, s.r.o., or after the conclusion of the complaint proceedings concerning the number of Ticket Restaurant® Vouchers, where the number and total nominal value of the Ticket Restaurant® Vouchers received by Edenred shall be decisive; all funds for redeemed Ticket Restaurant® Vouchers can be used, by agreement with MAKRO Cash & Carry ČR, s.r.o., commencing at noon on the fourth business day after the date of submission of the Ticket Restaurant® Vouchers through the collection points located at wholesale centres of MAKRO Cash & Carry ČR, s.r.o. only for the payment of the price of goods/services purchased from MAKRO Cash & Carry ČR, s.r.o.; all other aspects shall be governed by these Terms and Conditions and the Service Price List.

IV. Redemption of Electronic Vouchers from a TR/EB/EB FKSP Digital Wallet

a) The redemption of electronic Vouchers loaded on a TR/EB wallet and accepted by the Partner as payment of the price for provided goods/services via a payment terminal shall be governed by Mastercard acceptance rules and conditions as agreed between the Partner and its bank.

b) The fees charged by the bank in connection with the use of a payment terminal for the acceptance of EC, TRC, or EBC cards are not included in Edenred's fees and are borne solely by the Partner.

c) Edenred shall issue the Partner with a tax document for the fee for electronic Vouchers loaded on a TR/EB/EB FKSP wallet accepted by the Partner in the past calendar month.

V. Redemption of e-Ticket Vouchers and the Edenred Benefit Premium Payment Gateway

a) Edenred shall refund validated e-Tickets and Edenred Payment Gateway Vouchers to the Partner by issuing and sending the Partner a tax document for the redemption of e-Ticket and Edenred Payment Gateway Vouchers validated/used in the previous calendar month. The document will deduct from the resulting sum of validated/ submitted e-Ticket and Edenred Payment Gateway Vouchers Edenred's fee as per the Price List and the amount of value added tax on this fee.

b) Edenred shall pay the resulting amount to the Partner within ten days of dispatch of the invoice.

VI. FOOD Programme

a) The FOOD Programme is a Europe-wide programme that promotes public health through a unique network of restaurants that meet the FOOD Programme criteria. The aim of the FOOD Programme is to improve the dietary habits of Ticket Restaurant® and TRC Voucher users in the long term by raising their awareness of a nutritionally balanced diet while supporting restaurants that offer nutritionally high-quality meals.

b) By being a FOOD Programme member, the Partner commits to respect at least five of the eight FOOD Programme healthy nutrition criteria (the "FOOD Programme Terms"). The Partner shall provide details about the fulfilment of these Terms and membership of the FOOD Programme in Annex 3.

c) A partner who is a member of the FOOD Programme shall duly and visibly label the entrance doors to all its establishments listed in Annex 3 hereto with special FOOD Programme stickers.

d) If the Partner ceases to meet the FOOD Programme Terms, it shall notify Edenred thereof in writing without undue delay. Edenred will then exclude the Partner from the FOOD Programme.

e) Edenred is entitled to check the Partner's compliance with the FOOD Programme Terms at any time. However, this authorization does not relieve the Partner of its obligation to comply with the FOOD Programme Terms or to notify Edenred that it has ceased to comply with these Terms pursuant to Article VI(c) of the Terms and Conditions.

VII. Updates of the list of the Partner's establishments

a) The Partner acknowledges that Edenred updates the list of the establishments of its affiliated partners on an ongoing basis, that availability of up-to-date, accurate, and complete lists is an essential part of the services that Edenred provides to its clients, and that maintaining up-to-date lists requires close cooperation from the Partner. Edenred may incur significant loss if a list is not up-to-date.

b) In the light of the above, the Partner must email Edenred immediately at partner-cz@edenred.com about any change concerning the Partner's establishments in which Vouchers are accepted. The Partner shall inform Edenred immediately if an existing establishment is closed or moved, or if a new one opens, and shall do so no later than five business days from the date on which the establishment is closed, moved, or opened. The Partner also has the obligation to send Edenred the new MID-Merchant ID if a terminal is replaced. Any breach of these obligations shall be regarded as a material breach of contract.

VIII. Final Provisions

a) Edenred is entitled to unilaterally set off claims it has on the Partner against any of the claims the Partner has on Edenred. If there is cause to believe that the Partner will not honour its obligations (e.g. enforcement proceedings, insolvency, debt overdue for more than 10 days or repeatedly), Edenred may disable terminal payments via Edenred cards.

b) The amounts stated in the Price List are exclusive of VAT. Statutory VAT will be added to amounts invoiced by Edenred.

c) The Partner hereby gives Edenred consent to send invoices in electronic form to the email address indicated in the General Agreement. The dispatch of tax documents in paper form is subject to fees as per the Price List.

d) The privacy policy is available at <https://www.edenred.cz/informace-o-zpracovani-osobnich-udaju>.

e) Edenred tax documents are payable within the period indicated on the document, or otherwise within five business days from the date of receipt of the document.

These Terms and Conditions are effective as of 1 June 2024 and supersede the previous version of the Terms and Conditions.