

GENERAL TERMS AND CONDITIONS REGARDING THE ISSUE OF SODEXO ELECTRONIC VOUCHERS

Preamble

These terms and conditions determine the respective rights, obligations and responsibilities of SODEXO (Sodexo Pass Belgium N.V., Boulevard de la Plaine 15, 1050 Brussels, CBC 0403 167 335) and of the CUSTOMER regarding SODEXO's service provision for making electronic VOUCHERS available by means of the SODEXO CARD.

These terms and conditions apply to the exclusion of all other terms and conditions and may be consulted by the CUSTOMER at any time on the SODEXO website: <https://www.sodexo.be/fr/document-center/>

Article 1: Definitions

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

- 1.1 "CUSTOMER": the employer, legal entity or natural person who places an order of VOUCHERS with SODEXO and who has determined in its order to allocate electronic VOUCHERS to its employees by means of the SODEXO CARD;
- 1.2 "RECIPIENT": the relevant employee of the CUSTOMER to whom the SODEXO CARD and electronic VOUCHERS were allocated by means of a collective labour agreement at sector level, namely by a joint committee or within the company, or by means of an individually concluded agreement;
- 1.3 "ACTIVE RECIPIENT": within the framework of the issue of electronic VOUCHERS any RECIPIENT who, during the month to which the invoice for recipient administration relates, has either performed transactions using the SODEXO CARD or still has a valid balance available in the VOUCHER ACCOUNT, shall be viewed as active.
- 1.4 "VOUCHER ACCOUNT": the electronic database that is specific to each RECIPIENT and in which a certain number of VOUCHERS in electronic form are paid to it, and which are registered and managed by SODEXO. Each RECIPIENT may only use the electronic VOUCHERS to pay for a service or a good in accordance with the applicable statutory provisions.
- 1.5 "SODEXO CARD": the individual and personal carrier of the electronic VOUCHERS;
- 1.6 "VOUCHERS": the services that SODEXO offers which consist of the availability of VOUCHERS, including meal vouchers (Lunch Pass®), eco vouchers (Eco Pass®), Cadeau Pass®, Sport & Culture Pass®, and Book Pass® and the latter, depending on the type of voucher, in paper or electronic form.

Article 2: SODEXO's obligations

SODEXO undertakes to do the following:

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

Article 3: CUSTOMER's obligations

The CUSTOMER undertakes to do the following:

- 3.1 communicate to SODEXO the surname, first name, language, e-mail address and mobile phone number, postal address and the unique registration number of all RECIPIENTS. If the CUSTOMER fails to communicate the relevant elements, then it accepts that it is liable for all the risks as a consequence of loss, theft and/or fraud committed by using the SODEXO CARD;
- 3.2 use the secure means that Sodexo provides to order the electronic VOUCHERS (through MySodexo.be Customer Space or through SFTP). If the CLIENT fails to use any of these secure means, it is liable for all damage resulting from any modification, sale or

unauthorized access to any personal data from the RECIPIENTS that may have been contained in the insecure order;

3.3 order VOUCHERS for the entire issue volume, equivalent to the volume of the first order or the volume specified in the contract;

3.4 make payments in accordance with Article 5.2 of these terms and conditions;

3.5 the CUSTOMER is responsible for each risk of loss, theft or fraud on its premises up to the time the SODEXO CARD and associated secret code are issued to the RECIPIENT;

3.6 pay the issue costs of the SODEXO CARD provided to the RECIPIENTS when this is no longer in use (loss, theft, destruction or expiry), pursuant to the legal obligations applicable to employers. This CUSTOMER's obligation shall continue for as long as it remains an ACTIVE RECIPIENT.

Article 4: Number of electronic VOUCHERS

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

Article 5: Rates

5.1 Rates for products and services provided by SODEXO

The CUSTOMER accepts the rates as agreed between the parties.

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

5.2 Invoicing and payment of products and services provided

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

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

5.2.2. Payment conditions

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

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

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

5.2.3. Invoicing

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

5.2.4. Distraint - Penalties

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

Any amount unpaid on the agreed date shall, automatically and without any formal notice, be increased by interest at that day's base rate of the European Central Bank plus 7 percentage points on an annual basis, with a minimum of EUR 40.00.

In addition, every sum that remains unpaid for a period of 30 days to be calculated from the due date of the invoice, shall, automatically and without any formal notice, be increased by 10% for compensation for damages, with a minimum of EUR 50.00. The above does not prejudice SODEXO's right to claim greater compensation for damages from the CUSTOMER if there is additional damage.

5.2.5. Express termination clause

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

5.2.6. Modification of volume

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

5.3 Price review

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

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

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

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

5.4 Indexation

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

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

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

Article 6: Term of the agreement

The present agreement is concluded for a fixed term of one (1) year as from the date of signature of the present agreement and shall actually take effect on the date of the first (1st) order.

After expiry of the aforementioned term the agreement is renewed automatically for subsequent terms of one (1) year, unless one of the parties terminates the agreement by registered letter addressed to the other party at the latest two (2) months before the expiry of the relevant term.

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

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

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

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

Article 7: Intellectual property rights

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

Article 8: Confidentiality

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

Article 9: Protection of personal data

9.1. Each party acts as controller of the personal data processing and this in compliance with the applicable legislation on the protection of personal data and laws applicable to security. The CUSTOMER is responsible for the personal data until its transmission and SODEXO is responsible as soon as it has received the personal data. Thus, each party is responsible for its activity for the processing of personal data.

The main obligations of SODEXO are the following:

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

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

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

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

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

Article 10: Cancellation clause

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

Article 11: Fraud

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

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

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

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

Article 13: Liability

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

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

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

Article 14: Miscellaneous

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

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

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

Article 15: Applicable law and competent Court

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

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

GENERAL TERMS AND CONDITIONS REGARDING THE ISSUE OF SODEXO PAPER VOUCHERS

Preamble

These terms and conditions determine the respective rights, obligations and responsibilities of SODEXO (Sodexo Pass Belgium N.V., Boulevard de la Plaine 15, 1050 Brussels, CBC 0403 167 335) and of the CUSTOMER regarding SODEXO's service provision for making paper vouchers available (Eco Pass®, Cadeau Pass®, Sport & Culture Pass®, etc.), referred to hereinafter as "VOUCHERS".

These terms and conditions apply to the exclusion of all other terms and conditions and may be consulted by the CUSTOMER at any time on the SODEXO website: <https://www.sodexo.be/fr/document-center/>

Article 1: Definitions

In the provisions below, the following terms shall mean:

- 1.1** "CUSTOMER" the employer, legal entity or natural person that enters into a cooperation contract with SODEXO to be able to allocate paper VOUCHERS to its employees.
- 1.2** "RECIPIENT": the natural person to whom the VOUCHERS are allocated by means of a collective labour agreement for the sector, i.e. by the joint committee or within the company or by means of an individual agreement.

Article 2: SODEXO's obligations

SODEXO undertakes to do the following:

- 2.1** advise the CUSTOMER of the legal and regulatory provisions regarding the subject of these provisions;
- 2.2** provide the CUSTOMER with an order interface and support in its use;
- 2.3** confirm to the CUSTOMER, the order for the face value of the paper VOUCHERS by e-mail or any other appropriate means on the day on which the order is received, or the next morning if the order was received after 5 p.m. on the previous day;
- 2.4** print and personalise (printing of first name and surname of the RECIPIENT and the name of the CUSTOMER) and place in envelopes a variable number of VOUCHERS, on the condition that SODEXO has received payment in advance of the face values of the VOUCHERS ordered and related services, as described in Article 4.2.1.2 of these terms and conditions;
- 2.5** have the VOUCHERS delivered with all the legal notices provided for in the legal provisions, to the addresses specified by the CUSTOMER, within 4 business days from the date of receipt of payment;
- 2.6** provide, at the request of the CUSTOMER, a distribution list of the VOUCHERS;
- 2.7** replace, up to the last re-imbursment date of a member retailer, VOUCHERS that have been damaged and rendered unusable, provided the VOUCHERS are still legible or identifiable and subject to the payment by the CUSTOMER of the service and administration costs;
- 2.8** to offer the CUSTOMER a network of member retailers where the RECIPIENTS can use their VOUCHERS in accordance with the applicable legal provisions.

Article 3: CUSTOMER's obligations

The CUSTOMER undertakes to do the following:

- 3.1** provide SODEXO with all the information required to prepare and/or personalise the envelopes for the VOUCHERS, in accordance with the terms determined by mutual agreement between SODEXO and the CUSTOMER;
- 3.2** use the secure methods that Sodexo provides to order the VOUCHERS (through an Extranet Customer Space or through SFTP). If the CUSTOMER fails to use any of these secure means, it is liable for all damage resulting from any modification, sale or unauthorized access to any personal data from the RECIPIENTS that may have been contained in the insecure order;
- 3.3** sign the delivery note for the VOUCHERS. The CUSTOMER is liable for any risk of loss, theft and/or fraud on its premises up to the time the VOUCHERS are provided to the RECIPIENT;
- 3.4** that the number of employees notified, which determines the price between the Parties, is equivalent to the total number of RECIPIENTS of VOUCHERS;
- 3.5** order VOUCHERS for the entire issue volume equivalent to the first order or to the volume specified in the agreement;
- 3.6** to make payments pursuant to Article 4.2 of these terms and conditions.

Article 4: Rates

4.1 Rates for products and services provided by SODEXO

The CUSTOMER accepts the rates as agreed between the parties.

4.2 Invoicing and payment of products and services provided

4.2.1. The payment to be made by the CUSTOMER shall include:

- 4.2.1.1.** The sum of the face values of the VOUCHERS to be provided;
- 4.2.1.2.** The costs associated with the service provision, delivery and other costs relating to the placing of the order or invoicing;
- 4.2.1.3.** VAT on services as stated in Article 4.2.1.2.

4.2.2. Conditions for payment:

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

The total number of face values to be provided to the RECIPIENTS and the amount of related services provided, and other costs associated with the placing of an order, shall be paid in advance by the CLIENT.

4.2.3. Penalties:

SODEXO reserves the right not to make delivery if an invoice that has become due remains unpaid.

Any amount unpaid on the agreed date shall, automatically and without any formal notice, be increased by interest at that day's base rate of the European Central Bank plus 7 percentage points on an annual basis, with a minimum of EUR 40.00.

In addition, every sum that remains unpaid for a period of 30 days to be calculated from the due date of the invoice shall, automatically and without any formal notice, be increased by 10% for compensation for damages, with a minimum of EUR 50.00. The above does not prejudice SODEXO's right to claim greater compensation for damages from the CUSTOMER if there is additional damage.

SODEXO shall remain the owner of the VOUCHERS delivered to the CUSTOMER until these have been paid for in full and shall be fully entitled to have them returned in the event of non-payment on the due-date of the invoices.

This implies that under no circumstances may the CUSTOMER distribute the VOUCHERS to members of staff if the relevant invoice has not been settled.

4.2.4. Modification of volume

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

4.3 Price review

In principle, the rate for the services provided, which are dependent on the issue volume or the number of RECIPIENTS as agreed and accepted by the parties, shall remain unchanged, provided that:

- the annual volume of orders for the face value, as budgeted and communicated by the CUSTOMER, remains unchanged;
- 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 as part of the VOUCHER activity.

If one of the three situations as outlined above should occur, the CUSTOMER acknowledges and accepts modification of the rates by SODEXO in accordance with current applicable rates.

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

4.4 Index-linking of rates

SODEXO further reserves the right to index-link the rates with regard to VOUCHERS in force in January of each year in accordance with the following formula:

$$(new\ amount) = (old\ amount) \times (0.2 + 0.8 \times (new\ index / start\ index)).$$

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

Article 5: Term of the agreement

The present agreement is concluded for a fixed term of one (1) year as from the date of signature of the present agreement and shall actually take effect on the date of the first (1st) order.

After expiry of the aforementioned term the agreement is renewed automatically for subsequent terms of one (1) year, unless one of the parties terminates the agreement by registered letter addressed to the other party at the latest two (2) months before the expiry of the relevant term.

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

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

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

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

Article 6: Intellectual property rights

SODEXO shall remain the proprietor of the intellectual property of all intellectual rights associated with the VOUCHERS made available by SODEXO.

Article 7: Confidentiality

The parties undertake only to use information related to their contractual relationship, which may reasonably be considered to be confidential or which are designated as such, with a view to complying with their obligations towards the other party. The parties undertake not to disclose this information to third parties or to distribute it during the course of the term of the agreement up to and including a period of 12 months after its termination.

Article 8: Protection of personal data

8.1. Each party acts as controller of the personal data processing and this in compliance with the applicable legislation on the protection of personal data and laws applicable to security. Indeed, the CUSTOMER is responsible for the personal data until its transmission and SODEXO is responsible for it as soon as it is received. Thus, each party is responsible on its perimeter for the processing of personal data.

The main obligations of SODEXO are the following:

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

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

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

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

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

Article 9: Cancellation clause

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

If this cancellation clause is applied, all delivered but as yet unpaid VOUCHERS must be returned to Sodexo immediately. The CUSTOMER, together with its contractual or legal representatives, undertakes not to distribute VOUCHERS to the RECIPIENTS if they have not been paid for.

Article 10: Fraud

The CUSTOMER undertakes to inform SODEXO without delay if fraud has been committed using VOUCHERS provided by SODEXO by e-mail via infocustomers.svc.be@SODEXO.com or by telephone on the number 02/547 54 45.

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

Article 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 SODEXO's services.

Article 12: Liability

Without prejudice to the above or to any other provisions herein, and with the exception of fraud or gross negligence, SODEXO is not liable for the following:

- the CUSTOMER and/or RECIPIENT not respecting the directives and/or recommendations on security;
- 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 action by third parties, loss of reputation or savings that may arise from or be connected to the use of the VOUCHERS.

Any demand relating to liability must be made in writing, within thirty (30) days from when the CUSTOMER became aware or could reasonably have become aware of the facts on which the demand is based. Under no circumstances may SODEXO be held liable once the aforementioned thirty (30) -day period has expired.

If SODEXO were to be held liable and is bound to compensate direct and proven damage, then its accrued liability shall under no circumstances whatsoever be in excess of the amount paid by the CUSTOMER for all services provided during the six (6) months prior to the last incident that incurred SODEXO's liability.

Article 13: Miscellaneous

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

If one or more of the provisions of these general terms and conditions or of any agreement between SODEXO and the CUSTOMER is deemed to be unlawful 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 effect, with the other provisions remaining unchanged.

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

Article 14: Applicable law and competent Court

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

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