

General Conditions and Terms attached to the Agreement on the Brokering of Benefits

A. COMMON PART

I. INTRODUCTION PROVISIONS

1. These GTC define the relationships and mutual rights and obligations of Sodexo and the Client during cooperation based on the Agreement.
2. The terms that are not directly defined under the Agreement shall carry the meaning assigned to them under Article II of the GTCs when used in the Agreement and the GTCs of the GTCs.
3. The legal relationship between Sodexo and the Client shall be governed by the Common Part A of the present GTCs and those special parts of the GTCs (marked B to F) that regulate the Product ordered by the Client under the Agreement.

II. 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.

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.

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.

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 Account denotes a Client's electronic user account set up in accordance with Art. X (1.2) 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.

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).

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.

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

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.

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.

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

Complaints Procedure denotes Sodexo's Complaints Procedure. 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.

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.

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 denote the present General Conditions and Terms attached to the Agreement.

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.

III. RIGHTS AND OBLIGATIONS OF SODEXO

1. As part of its brokering activity (and/r resale for AP), Sodexo organises a network of Partners, at whose outlets individual Products according to the GTCs may be used and who are contractually bound to accept them. The Client understands there may be certain changes in the network of Partners, and Sodexo reserves the right to make such changes.
2. Sodexo's obligation to program the use of products among contracting partners is fulfilled by securing of partners' network.
3. Considering the nature of the scheme, which makes it possible to pay for the Benefits using the payment methods set out under the GTCs, the Parties have agreed that the provision under Articles 2446, 2450, 2451 and 2452 CC shall not be applied.
4. Sodexo shall have the right to discontinue meeting the obligations incumbent upon them under the Agreement, or suspend the discharge of their duties if the Client is late meeting any of the obligations incumbent upon them under the Agreement.

IV. RIGHTS AND OBLIGATIONS OF THE CLIENT

1. The Client undertakes to pay to Sodexo the agreed-upon fees for the activities under the present Agreement in the amount as set out in the Price List.
2. The Client undertakes to use the Products in a way that conforms to the Contractual Documentation and with a view of providing the Benefits to the Beneficiaries; the Client specifically undertakes to refrain from doing anything to make the Products (or Vouchers) further accessible to or available for use by other third parties who are not the Beneficiaries.
3. The Client undertakes to inform Sodexo of any changes to their data that they are obligated to disclose to Sodexo under the Contractual Documentation.
4. The Client understands that as part of their business Sodexo consistently applies the "[Code of Conduct for Business Partners](#)" and "[Statement of Business Integrity](#)", the full text of which, as in force, is available at the corporate website at www.sodexo.cz.
5. The client is required to arise all beneficiaries during the effectiveness of the agreement a) with obligation to use the selected products only for purchasing payment for goods and services for which these products are exclusively intended under these GTCs and other relevant legally defined standards in accordance with the conditions defined by the contract documentation or on the basis thereof, b) to commit to comply with these conditions. It shall be considered a breach of contract by the client if the beneficiary does not comply with the obligations and limitations defined in the contract documentation or on the basis thereof for use of the product.
6. Where certain means of paying in accordance with the GTCs involve any tax advantages, the use of such Vouchers is entirely at the discretion and at the responsibility of the Client and shall particularly be subject to the ITA.
7. The Client understands and acknowledges that the supplier of the Benefit is the Partner, and Sodexo is not responsible for the quality of the goods and services paid for using individual payment methods, and that Sodexo may not be held accountable for any risks on the part of the Beneficiary that may be connected with the use of the services or purchase of the goods from the Partners' outlets.
8. The client is required to maintain a list of contact persons and a summary of their authorizations in relation to Sodexo and to keep up-to-date. Actions taken by the contact person or other person representing the client, if done in a manner anticipated by the agreement and by the GTCs, for the purposes of relationship with Sodexo shall always be attributable to the client.

V. CONFIDENTIALITY AND TRADE SECRET

1. The parties shall regard contract documentation and its contents as strictly confidential. The parties undertake to protect the confidentiality of the contents of the agreement and all information of which they have become aware in connection with the conclusion and fulfilment of the agreement (including the cooperation concept) and to refrain from disclosing such information to any third parties.
2. If the confidentiality and trade secret obligations set out under the present Article are breached, the entitled Party shall have the right to apply with the breaching Party

a contractual fine in the amount of CZK 200,000 (in words: Two Hundred Thousand Czech Crowns) for every individual breach. This shall not affect the entitlement of the parties to compensation for damages and/or termination of the agreement.

VI. AGREEMENT TERMINATION

1. The Agreement is entered into for an indefinite term. The Agreement may be terminated by either Party serving a written notice of termination without a cause. The notice term is three (3) months starting on the first day of the month following the month, during which the notice has been delivered to the other Party.
2. Sodexo shall have the right to terminate the Agreement with effect upon delivery of the notice to the Client in any of the cases (i) specified by law, (ii) by the present GTCs, and also if the Client (iii) breaches the Agreement or the present GTCs in any way, (iv) illegitimately compromises the name or the reputation of Sodexo or those of any related parties, or (v) interferes with any intellectual property rights of Sodexo or Sodexo's related parties, (vi) the Client fails to provide the necessary cooperation to Sodexo after prompted to do so in writing, (vii) the Client places no Voucher, Credit, Electronic Card or Benefit Orders for at least 14 consecutive months as they have undertaken to do under the Agreement, or (viii) the mutual trust between the Client and Sodexo has demonstrably been undermined.
3. Sodexo shall be entitled to withdraw from the Agreement or terminate it at its own discretion in the scope of the entire Agreement or only in relation to a specific Product.
4. The Client shall not be entitled during the termination notice period to issue any new Orders of Electronic Cards. Calculation of orders within the Cafeteria system shall be done in the event of withdrawal only after the end of the final billing period. The identical settlement mechanism shall be applied with regard to Electronic Cards after the Agreement is terminated. In the event the Agreement is terminated, the Client's right to return the Vouchers as provided for under Art.XII (2) shall be restricted in such a way that the Client shall be obligated to transmit the Vouchers to Sodexo for a refund at the latest within (i) 14 days of the date of termination of the Agreement if withdrawal from the Agreement has taken place, or (ii) 1 month from the date of termination of the Agreement in any other case. Sodexo shall not be obligated to reimburse and shall send back to the Client any Vouchers the Client transmits to Sodexo for a refund after the lapse of either time limit referred to under the previous clause and shall send the Vouchers back to the Client.
5. Where the Client uses the Cafeteria System, Sodexo or the Client may withdraw from the Agreement at any time if the Agreement is breached in a grave manner. The notice term shall then start to run once the notice of termination is delivered to the other party and end on the last day of the Billing Period, during which the notice was delivered. Serious breach of the present Agreement by the Client denotes:
 - i. Client's default of any payment due under the present Agreement exceeding 10 days;

- ii. Breaches of the provisions of Article V. of the GTCs and/or
- iii. any misuse of the Cafeteria System (i.e., using the Cafeteria System for other purposes than to administer and allow the use of the Benefits by the Client or their employees).

Serious breach of the present Agreement by Sodexo denotes:

- i. repeated or unjustified extensions of the time limits referred to under the Cafeteria System for delivering the Benefits to the Beneficiaries due to reasons attributable to Sodexo; and/or
 - ii. repeated Cafeteria System downtimes inconsistent with the agreed-upon Cafeteria System Uptime Guarantees caused by software application bugs in the Cafeteria System.
6. The Parties have agreed that the provision under Articles 2453 and 2454 of the CC shall not be applied and that the provisions under this Art.VI shall apply to the expiration and termination of the mutual relationships between Sodexo and the Client. of the GTCs.

VII. COMMON AND CONCLUDING PROVISIONS

1. The payment date with regard to any amount due by Sodexo is the date, on which the amount concerned is debited to Sodexo's bank account in order to be transferred to the Client's bank account.
2. The Client undertakes not to use the concept of collaboration created by Sodexo, upon which the Agreement is based, for cooperating with third parties without Sodexo's prior written consent.
3. The Client may not transfer any receivables under the Agreement to a third party without Sodexo's prior written consent. The Client may not offset their receivables against those of Sodexo.
4. Except for where (i) the procedure under Art. VII (7) or (ii) electronic contracting within Sodexo's systems is concerned, any amendments and additions to the Contractual Documentation must be furnished in writing and signed by both Parties in order to apply.
5. The Client and Sodexo assume the risk of changes in the circumstances within the meaning of Article 1765(2) of the CC as regards the subject of the Agreement.
6. Sodexo may assign the rights and obligations incumbent upon them under the Agreement to third parties. Sodexo shall inform the Client of such assignment of their rights and obligations. The Client expressed their prior consent to such assignments and waives the right to refuse Sodexo's exemption with regard to such assignments within the meaning of Article 1899 of the CC.
7. Sodexo may change the GTCs, the Price List or the Complaints Procedure or any parts thereof during the term of the Agreement, it being understood that in such a case:
 - i. Sodexo shall send the modified GTCs, Price List or Complaint Procedures in writing or in electronic format to the Client at least 30 days before the proposed effective date;
 - ii. if the Client does not consent to the modification, the Client may terminate the Agreement in accordance with Article VI (1) above, in which case the Agreement shall be governed by the original text of the GTCs, Price List and Complaint Procedures until it is terminated;

- iii. Sodexo may only modify the GTCs, Price List or Complaint Procedure to a reasonable extent, namely as regards (i) the range, methods, conditions and billing of the services provided by Sodexo under the Agreement, (ii) the range and properties of the Products (including the introduction of new and withdrawal of existing types of Products); (iii) the appearance and design of the product, (iv) the methods of paying the price for the Products (including the introduction of new, and withdrawal of existing types of payment methods); (v) adjustments to the amount of Sodexo's fees depending on the trends in inflation rates, tax legislation and costs of operating the systems, using which the brokering services are provided under the Agreement, (vi) revisions based on changes to technology used for processing of Products (e.g. New technical media).
8. Handling of complaints and claims lodged by the Clients shall be governed by the Complaint Procedures.
9. Unless specified otherwise under the Agreement, the Client consents to Sodexo using electronic invoicing means under the Agreement, namely by sending invoices to the email designated to receive invoices under the Agreement.
10. During fulfilment of the Agreement, Sodexo shall act as a processor and process personal data provided by the Client, of which it is a data administrator. Sodexo shall process personal data in accordance with the Regulation, the applicable laws of the Czech Republic, the Agreement and the Client's instructions. .
11. Sodexo processes Personal Data for the duration of the Agreement and, after it has been terminated, for the period required by applicable laws and regulations for the purposes as specified in the said regulations, or for the period necessary for the defence of potential Sodexo's claims. Sodexo processes personal data of Beneficiaries for the duration of active use of a personal account in the Cafeteria system or any electronic system for administration and drawing of benefits by the Beneficiary. Sodexo maintains the personal account of the Beneficiary as active for the duration of employment or a similar relationship between the Beneficiary and the Client and for the duration of the Agreement and for another 2 years after the client ends employment or a similar relationship with the Beneficiary or after the end of the Agreement, whichever happens first.
12. The Client guarantees that Personal Data are provably handled in accordance with the Regulation and with the applicable laws of the Czech Republic, and if apparent under such laws. The Client shall also have properly granted consent from the data subject for processing of personal data. If the data subject revokes the consent for processing of personal data during the effectiveness of the obligation, the Client shall inform Sodexo promptly, and Sodexo shall cease to process the data subject's personal data and shall delete the data, if Sodexo has no other legitimate reason to process the data.
13. Sodexo shall act when processing personal data particularly in accordance with the Client's written instructions. Sodexo shall guarantee the security and protection of Personal Data provided by the Client in accordance with applicable laws.
14. Sodexo has adopted technical and organisational measures to prevent the unlawful or random destruction, loss, alteration or unauthorised disclosure of shared, stored or otherwise processed personal data and to prevent unauthorised access thereof. The Client shall implement the process of regular testing, assessment and evaluation of the effectiveness of implemented technical and organisational measures for ensuring the security of Personal Data sharing with Sodexo. Sodexo shall inform the Client about adopted security measures upon the client's request without undue delay.
15. Sodexo shall ensure: (I) informing of parties processing personal data about the Client's instructions; (ii) fulfilment of instructions from the Client for processing of personal data by parties who have direct access thereto; (iii) prevention of access by unauthorised parties to personal data and means of their processing; (iv) prevention of unauthorised reading, creation, copying, transfer, revision and/or deletion of records containing Personal Data; (v) informing of persons who process Personal Data that corresponding passwords to any database or repository containing Personal Data will need to be kept secret and must not be disclosed to third parties (vi) adoption of measures to enable determination and verification of whom Personal Data have been shared with; and (vii) restoration of access to Personal Data and their availability in a timely manner in the event of physical or technical incidents, pseudonymisation and encryption of personal data and any other measures under Article 32 of the Regulation if essential due to the risk associated with Personal Data processing.
16. Sodexo shall neither reveal nor distribute nor transfers the Personal Data obtained to any third parties, except for SCO. Sodexo shall inform the Client before any other processor becomes involved in the processing.
17. Sodexo will provide the Client with the following assistance without undue delay: (i) In fulfilling the Client's duty to respond to a request for the exercise of the rights of Data Subjects (the right of access to the Personal Data, the right to transferability of the Personal Data, the right to correct or delete the Personal Data, the right to limit the Personal Data processing, the right to object against the Personal Data processing); the request by the Data Subject addressed to Sodexo shall be passed onto the Client within a reasonable time and without undue delay; (ii) In implementing and maintaining appropriate technical and organizational measures to secure the Personal Data; (iii) In ensuring the compliance with the obligations under articles 32 to 36 of the Directive (reporting/notification of a breach in Personal Data, Personal Data Protection Impact Assessment or prior consultation with the Surveillance Authority); in particular ,any case of breach in Personal Data shall be reported to the Client without undue delay and, if possible, within 24 hours of becoming aware of it and, in the event of delays, the reasons for such delays shall be justified. In order to comply with the obligations laid down by the Directive and, in particular with regard to the rights of Data Subjects, Sodexo has adopted the following document: [Declaration by Sodexo regarding the Principles of Personal Data Protection](#) freely accessible on Sodexo's website.
18. Sodexo shall enable the Client and/or auditor entrusted by the Client to perform inspection and audits of processing of personal data for the purpose of checking fulfilment of obligations for ensuring protection of Personal Data as required of Sodexo under these GTCs. At least 7 days prior to the conducted audit, the Client shall inform Sodexo of the planned audit.
19. If Sodexo discovers a breach of security of personal data, Sodexo shall notify the Client promptly. A breach of security of Personal Data shall be understood as a breach that leads to the random or unlawful destruction, loss, alteration or unauthorised provision or sharing of transferred, saved or otherwise processed personal data. Such notification shall contain: (i) a description of the nature of the particular instance of breach of personal data security, including, if possible, the categories and approximate number of data subjects involved and the categories and approximate number of affected personal data records; (ii) the name and contact details for the person entrusted with protecting personal data or another contact location, from which more detailed information can be provided; (iii) a description of the likely consequences of a breach of personal data security; (iv) a description of the measures that Sodexo has adopted or proposed for adoption in order to resolve a particular breach of Personal Data Security, including potential measures to ease unfavourable impacts.
20. In the event of expiration of the obligation under the Agreement, Sodexo shall be required to delete the personal data or return the data to the Client and delete all existing copies, unless the parties agree otherwise. Sodexo shall not be required to delete all existing copies of personal data if their further saving is required under EU or Czech law. Sodexo also shall not be required to delete personal data if it is authorised to process personal data for another reason, in which case it shall inform the Client promptly after the expiration of the obligation under the Agreement.

B. VOUCHERS

VIII. SCOPE OF THE SERVICES PROVIDED AND USE OF VOUCHERS

Vouchers can be used only to pay for Benefits that are specified on Sodexo's website or displayed in individual Vouchers.

IX. ORDER

1. The Client may order Vouchers via www.mojesodexo.cz or by filling in a customised order form and personally delivering it to the customer centre. The Client may also order a written agreement by fax or e-mail sent to the address info.cz@sodexo.com from the Contact Person's e-mail address or via the Cafeteria system.
2. The Client is required to properly complete all details in the order.
3. Sodexo shall not be liable for the resultant goods or services provided against any Client Order that contain irregularities or apparent misstatements.

4. The fee for each Voucher supplied is determined as a sum of the Voucher's nominal value and the fee for issuing the Voucher specified in the Price List. If the overall fee amount for issuing a Voucher, exclusive of the VAT, against any single Order is lower than the minimum fee specified in the Price List, the Client undertakes to pay the total fee for the Vouchers ordered that amounts to the minimum fee increased by the VAT.
5. The Client shall pay the fee for the Vouchers ordered in advance by bank transfer against an advance invoice, in cash at the Customer Centre, or by cash-on-delivery.
6. The provision under Art. IX ((5) above shall not apply to payments for Vouchers ordered via the Cafeteria System.

X. PERSONALISATION AND CLIENT ACCOUNT

1. For Orders collected via www.mojesodexo.cz, the Client shall be entitled when sending Vouchers to order a special service involving division of Vouchers into envelopes based on the Client's requirement entered into the respective system template at www.mojesodexo.cz and details specified by the Client in the order ("**Voucher Personalisation**"). In such case, Sodexo shall be required to carry out the Client's entered Voucher Personalisation.
2. Sodexo undertakes to set up Client Accounts for Clients using the data contained in the Agreement and in the Order in accordance with Art. IX of the GTCs unless the Client already has such an account.

XI. DELIVERY AND COLLECTION

1. Sodexo undertakes to deliver ordered Vouchers to the Client within five business days after the payment in full of the fee for their issuance, to the Client's delivery address specified in the Agreement or in the order. Where the Client requires an earlier delivery of the Vouchers, Sodexo may charge an extra fee.
2. Sodexo may trust the delivery to a carrier of their own choosing. The shipping fees are specified in the Price List.
3. When Vouchers are ordered, the person authorised to represent the Client shall sign the handover record.

XII. VALIDITY,

1. The Vouchers are valid from the day of issue, unless specified otherwise therein. The validity of the Vouchers is limited. The validity term is indicated in each Voucher and once it expires, the Voucher may no longer be used to pay for the goods or services.
2. The Client may return to Sodexo any non-damaged and non-invalidated Vouchers that have not been used up by the Client before the lapse of their validity period, at the latest by the 10th day after the lapse of their validity period. If the Vouchers are sent by post or via a carrier, the effective date is the one indicated in the posting stamp or the date the consignment is collected by the Client indicated in the transport document. Sodexo shall reimburse the Client for any duly returned Vouchers at an amount corresponding to the nominal value of the Vouchers returned.

C. CAFETERIA

XIII. SYSTEM

1. Sodexo shall provide the Cafeteria System at the disposal of the Client and their employees.
2. The Client agrees to pay Sodexo a fee for the use of the Cafeteria system. The Client further agrees to pay for the Benefits ordered by Beneficiaries via the Cafeteria system, under the terms of these GTC.
3. Sodexo is entitled to carry out essential service stoppages of the Cafeteria system, during which it will be temporarily unusable.
4. Sodexo guarantees that the services and goods offered within the cafeteria System are tax-optimisable for the Beneficiaries if they are identified as tax optimisable within the Cafeteria System at the time of being ordered by the Client or the Beneficiaries.
5. A list of services provided by Sodexo within the Cafeteria system is available in the Conditions for Use.

XIV. ORDERING OF BENEFITS

1. Sodexo shall make it possible for Beneficiaries to order the Benefits within the Cafeteria System as part of their programme and via the logistic channels selected by the Client under the Agreement.
2. Benefit orders placed by Beneficiaries are processed using Points.
3. Sodexo undertakes to ensure the Cafeteria System registers all Benefit Orders ("**List of Ordered Benefits**").
4. The List of Ordered Benefits during the Billing Period shall be used as the basis for the invoicing of the Benefits ordered. The Client shall pay the price of the Benefits ordered during the Billing Period by bank transfer, against an advance invoice issued by Sodexo to the Client as soon as the Billing Period ends. Once the pro forma invoice is paid Sodexo shall issue a proper invoice.
5. By ordering of goods and/or services via the Cafeteria portal, the Beneficiary shall enter into a contractual relationship with the Partner, which is governed by the Partner's commercial terms.
6. The Benefits in the form of Sodexo Vouchers will be supplied after the end of the Billing Period in accordance with Art. XI of the GTCs.
7. Except for where the Beneficiary places direct orders at Partners' e-shops, any Benefits Orders placed within the Cafeteria System shall be regarded as placed in favour of the Beneficiaries within the meaning of Article 1767 of the CC. The provisions of Article IV(7) of the GTCs shall be applied similarly with the exception of the obligation to pay the price for the goods and/or service, which shall remain an obligation of Sodexo, with the exception of entitlements stemming from the Partner's non-fulfilment, which may be exercised either by the Beneficiary or Sodexo.

D. MOJEBONUSY, MUJSWAP

XV. GENERAL PROVISIONS

1. Sodexo shall provide the mojeBonusy System at the disposal of the Client and their employees. The mojeBonusy System allows the Client and their employees (Beneficiaries) to electronically select specific employee Benefits (whether in kind or monetary) as part of the budget defined

by the Client based on each specific Beneficiary's preferences.

2. As part of the Benefits brokered by Sodexo (Vouchers, Points within the Cafeteria System, etc.), the mojeBonusy System is used by the Client as a platform for generating Orders placed by the Client.
3. Sodexo provides the Client with a non-exclusive, geographically limited licence to use the mojeBonusy application for the term of existence of Sodexo's property rights to the application. The Client may only use the licence to select the form, in which the Employee Benefits are provided. By obtaining the licence the Client shall not acquire any title or any other rights to the application beyond the authorisation to use the application in the agreed-upon manner.

XVI. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Sodexo shall conduct the basic setting and implementation of the mojeBonusy application as requested by the Client and make the mojeBonusy application accessible to the Client and their Beneficiaries by the agreed-upon date.
2. Sodexo undertakes to operate the mojeBonusy System during agreed term in such a way as to guarantee to the Client the mojeBonusy System availability specified under the mojeBonusy System Uptime Guarantee.
3. The Client shall upload data on the Beneficiaries in the mojeBonusy application by the agreed-upon date, including, without limitation, the specific amount credited, which each Beneficiary may use under the mojeBonusy application.
4. Each beneficiary may select the method of using the amount credited to them by the agreed-upon date (final day of the Billing Period) in the mojeBonusy application.
5. After the end of each Billing Period, Sodexo shall provide the Client with aggregate data on the selections made by the Beneficiaries in the form of a List of the Ordered Benefits via the mojeBonusy system.
6. If Benefits brokered by Sodexo are selected, the Parties shall proceed on the basis of the order placed by the Sodexo's Client as specified under the relevant provisions of Part B or C.
7. The provisions of the GTCs regarding the mojeBonusy system shall also apply reasonably for the MujSwap system, with the difference being that the MujSwap system is intended for continuous transfer of part of the wages of the Beneficiary and is accessible continually.

E. ELECTRONIC CARDS

XVII. GENERAL PROVISIONS

Sodexo shall at all times be entitled to the commission once a proper Credit and/or Electronic Card Order is placed.

XVIII. CONDITIONS APPLICABLE TO ISSUING AND ACTIVATION

1. The Client is entitled to require Sodexo to issue one or more Electronic Cards in the manner defined in the [Conditions for Use](#). By default, the cards are issued as inactivated.
2. All responsibility for the Electronic Card and Credit shall pass to the Client once the consignment is taken over by the Client (for deliveries made to the Client's address) and

- by the Holders (for deliveries made to the Holder's address).
- The Electronic Card is issued with pre-set limits, which the Client is not authorised to change.

XIX. CONDITIONS APPLICABLE TO THE TOPPING UP CREDIT

- In the Client Access section, the Client may ask Sodexo to increase their Credit, both with regard to specific Electronic Cards and collectively for the entire Portfolio, at all times against a Credit Order.
- In a Credit Order, the Client shall especially determine the Electronic cards, for which the Credit is to be increased and by what amount.
- Provided the Credit Order is correct, once they receive the Order, Sodexo shall issue a pro forma invoice for the Client stating the amount due that corresponds to the required Credit top-up amount increased by the respective Credit Order fee. Once the invoiced amount is paid, Sodexo undertakes to increase the Credit without undue delay. To the extent that the Client uses the Cafeteria System for Electronic Card administration, the previous clause of the Article shall be disregarded and the payment and billing provisions under Part C of the GCTs shall be applied instead.

XX. USE

- The Electronic Cards may only be used with Partners within the territory of the Czech Republic. An Electronic Card may not be used to withdraw cash from cash machines or to use the cash-back service with selected Partners.
- Sufficient Credit must be present to pay for a Benefit.
- During each made payment for a Benefit via an Electronic Card, the Credit shall be reduced by an amount corresponding to the price of the Benefit, and that amount shall then be settled by Sodexo in relation to the Partner. The transaction must take place using the legal currency of the Czech Republic.
- The Holder is responsible for safeguarding their Electronic Card PIN. Sodexo shall not be liable for any damage caused by inadequate protection of the PIN.

XXI. CONDITIONS APPLYING TO ADMINISTRATION

- During the performance of administration of an Electronic Card issued to the Client, Sodexo shall provide for the Client the services specified in the [Conditions for Use](#).

XXII. VALIDITY

- An Electronic Card issued to the Client is valid until the card's Date of Expiration. By default, the validity period of the card is 3 years.
- Sodexo undertakes to inform the Client no later than 30 days prior to the date of expiration about the approaching expiration date. Sodexo shall similarly inform the Holder prior to the date of expiration of credit and about the amount of such expired credit.
- If the Client does not select a different approach, Sodexo shall issue and deliver renewed card(s) to the Client no later than a week before the lapse of the data of expiration.

- Credit on a cancelled Electronic Card that has not been replaced by a renewed Card shall be deemed used up after the lapse of three months and the Client shall not have the right to claim any compensation from Sodexo for the Credit that has not been used up.
- The topping up of the FPC Credit does not amount to the establishment of an Account Agreement within the meaning of Article 2670 et seq. of the Civil Code. The right to draw Credit is time limited with a Credit expiration date.

XXIII. RELATED RIGHTS AND OBLIGATIONS

- The Client shall be obligated to make sure the Electronic Cards are used in keeping with the conditions defined in the GCTs, and specifically to adopt any reasonable measures, as soon as they receive the Electronic Cards, to protect the personalised security features of the cards, and ensure that the Holders do the same.
- Sodexo is liable to the Client for:
 - Proper issuance of an Electronic Card according to the Electronic Card order;
 - duly topping up the Credit as per Credit Orders; and
 - duly paying for the Benefits bought using the Electronic Card.
 If the Client is convinced Sodexo does not comply with their obligations in this respect, the Client may lodge a Complaint.

F. MPC

- If the MPC includes GPC or FPC functions then the provisions of the Contractual Documentation on GPC or FPC shall be applied similarly to the MPC.
- Where the MPC has both GPC and FPC functions, then the card works as two separate products. This does not apply to the blocking and unblocking functions which must at all times be conducted in relation to the MPC as a whole at all times.

G.AP

XXIV. CONDITIONS APPLICABLE TO ISSUING AND ACTIVATION OF AP

- The Client is authorised to require Sodexo to issue one or more AP cards, either for (i) employees of the Client, or (ii) partnering persons of the Client's employees who may be relatives or siblings or any person living with the Client's employee in a partnership relationship ("**Partnering Person**"). Sodexo shall be entitled to assess the status of a Partnering Person with final validity. For AP purposes, the Client's employee may designate only one Partnering Person.
- By default, the AP cards are issued as inactivated.
- Any responsibility for the AP is transferred to the Client at the moment of AP consignment receipt by the Client.
- Orders for AP cards will be made by the Client by delivering an order to Sodexo. The method of ordering AP cards including deadlines for their delivery can be found in the [Conditions for Use](#).
- Sodexo undertakes after receipt of the AP card order to issue an electronic pro forma invoice to the Client, which must be paid by the date specified in the [Conditions for Use](#).
- A condition for the use of an AP card is its activation by Sodexo in the manner

- according to the Conditions for Use.
- AP cards are issued for a pre-paid period. Upon the lapse of the pre-paid period, the option of using an AP card shall expire.

XXV. USE, BLOCKING AND CANCELLING, AUTHORISED PERSONS

- The provisions of Article xx. (1 shall apply similarly).
- Each of the persons authorised to use an AP Card must use it on a single day only for one entry into one operating facility of the Partner.
- The Client shall provide Sodexo together with the order of an AP in written form an overview of employees of the Client and Partnering Persons authorised to use the AP. The Client shall, at the request of Sodexo, provide the supporting documents at any time, under which any of the persons referred to above have been included in the listing of authorised persons.
- In the event that any authorised persons are listed by the Client who do not meet the conditions defined by Sodexo, Sodexo shall be entitled to charge the Client a contractual fine of CZK 10,000 (in words: ten thousand Czech crowns), for each single person listed as an authorised person by the Client without authorisation. The contractual fine shall be due 10 days from the date of delivery to the Client of the demand for its payment.
- If the Client or an authorised person breaches the ban on trading with AP cards or any form of lending or distribution to third parties, Sodexo shall be entitled to bill the Client a contractual fine in the amount of CZK 50,000 (fifty thousand Czech Crowns) for each individual breach. The contractual fine shall be due 10 days from the date of delivery to the Client of the demand for its payment.

XXVI. RELATED RIGHTS AND OBLIGATIONS

- The provisions of Article IV (5) shall apply similarly.
- In relation to the AP and only in the extent for the AP Agreement which has been terminated by either party, the agreed period of AP validity shall end upon the last date of the paid and longest lasting agreed AP validity period. The minimum duration of the termination notice period shall be 1 month.

The present GCTs come into force and take effect on 08/02/2019.

Prague, 09/01/2019
Sodexo Pass Česká republika a.s.

Price List

Effective as of 8/2/2019

issued as Annex 1 to the General Conditions and Terms attached to the Agreement on the Brokering of Benefits ("**GCTs**") by Sodexo Česká republika a.s., a joint-stock company with its seat at Prague 5, Radlická 2, 150 00

Comp. Reg. No.: 618 60 476, Tax ID: CZ618 60 476

registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Entry 2947,

("Sodexo")

Any capitalised terms not explicitly defined hereunder shall carry the meanings assigned to them under the GCTs. The Client is obligated to pay the following prices and charges (fees) in favour of Sodexo for the following Products and services provided by Sodexo under the Agreement entered into:

A. Vouchers

I. Voucher Price List:

Type of Voucher	Voucher issuing fee (standard)
Gastro Pass	4%
Benefit Vouchers (Flexi Pass, Fokus Pass, Relax Pass, Holiday Pass, Vital Pass, Smart Pass)	5%
Gift Pass	5%
Bonus Pass	7.5%
Minimum issuing fee for Vouchers ordered by the Client as part of a single order	CZK 100

The price of the Voucher is determined as a sum of its minimum value and the Voucher issuing fee. The Voucher issuing fee is determined as percentage of the nominal value of the Voucher, and its amount is regulated in the table above. The statutory VAT rate shall be added to the price of the fee as per the applicable legal regulations.

II. Transport Price List for Voucher deliveries:

Type of transport	Fee (standard)
Czech Post	CZK 170
Courier service	CZK 190
Security agency	CZK 500
Branch operation fee	CZK 79
Cash-on-delivery fee	CZK 35
Voucher delivery to a single personal address	CZK 78.51

The amount of each fee will be increased by the relevant VAT rate, in compliance with legal regulations as in force on the fee billing date.

III. Price List for additional Voucher services:

Type of service	Fee (standard)
Seasonal/universal gift package	CZK 30 per unit
Box	CZK 30 per unit
Blue box	CZK 37 per unit
Gift Pass envelope, Flexi Pass envelope or combined envelope	CZK 4 per unit
Experiential card/lace	CZK 6 per unit
Insert - compliment card	CZK [●]/item (individual as requested by the Client)
Voucher personalisation	CZK 0/unit

The amount of each fee will be increased by the relevant VAT rate, in compliance with legal regulations as in force on the fee billing date.

B. Cafeteria

Type of service	Fee (standard)
Cafeteria System implementation - one-off fee due at all times at the initial Cafeteria System launch	CZK 20,000
Adjustments to the Cafeteria System reflecting individual Client needs beyond the basic implementation	**
On-going maintenance and administration of the Cafeteria System* - regular, monthly fee due on the last business day of each month	CZK 30 per active Beneficiary on the last business day of each month
Client support during the cooperation period (hourly rate)	CZK 2,500

* this service consists in monthly maintenance and on-going upgrades of the Cafeteria System.

** depends on the type and complexity of the request

The amount of each fee will be increased by the relevant VAT rate, in compliance with legal regulations as in force on the fee billing date.

C. Invoicing

Type of service	Fee (standard)
Hard copy invoice – print and postal sending	CZK 79
Digital invoice – e-mailing	CZK 0

The amount of each fee will be increased by the relevant VAT rate, in compliance with legal regulations as in force on the fee billing date.

D. Gastro Pass CARD (GPC)

Type of service		Fee (standard)
Gastro Pass CARD service fees	User account management (Monthly fee for a Holder with an active Gastro account)	CZK 5
	Ordering of an electronic Gastro Pass credit (% of ordered credit/meal voucher credit)	4% / yet no less than CZK 100
	Credit-noting of electronic Gastro Pass Credit (% of credit-noting of credit/meal voucher credit + min. amount)	4% / yet no less than CZK 150
Card issuance	Card issuance (one-off fee per card)	CZK 80
	Card issuance in the event of a loss or theft (prices applicable to standard design cards only)	CZK 80
	Card issuance under an automatic replacement system	CZK 60
	Card for placement in drawer	CZK 80
	Express order (one-off fee charged per card on top of the order in CZK)	CZK 200
Card delivery	Card delivery to a corporate address (one-off fee per place of delivery)	
	Czech Post (CP)	CZK 170
	PPL	CZK 190
	Card delivery to user's address (one-off fee per place of delivery)	CZK 70
Individualisation of the card appearance	Card design adjustment (one-off fee per card)	
	Card personalisation using the name of the company	included in the price of the card
	Card personalisation using the employee's name	CZK 30
	Company logo featured on the card	CZK 30
	Individual card design	CZK 160
User support	User support (one-off fee per intervention)	
	Card blocking	included in the price of the card
	Card unblocking	included in the price of the card
	PIN reset	included in the price of the card

For individual design,

the minimum number of Gastro Pass CARDS to manufacture is	1000 units
Recommended minimum stock of Gastro Pass CARDS	500 items
Minimum number of additionally manufactured Gastro Pass CARDS	1,000 items

The amount of each fee will be increased by the relevant VAT rate, in compliance with legal regulations as in force on the fee billing date.

E. Flexi Pass CARD (FPC)

Type of service		Fee (standard)
Flexi Pass CARD service fees	User account management (Monthly fee for a Holder with an active Flexi account)	CZK 5
	Ordering of an electronic Flexi Pass credit (% of ordered credit)	5% / yet no less than CZK 100
	Credit-noting of electronic Flexi Pass Credit (% of credit-noting of credit + min. amount)	5% / yet no less than CZK 150
Card issuance	Card issuance (one-off fee per card)	CZK 80
	Card issuance in the event of a loss or theft (prices applicable to standard design cards only)	CZK 80
	Card issuance under an automatic replacement system	CZK 60
	Card for placement in drawer	CZK 80
	Express order (one-off fee charged per card on top of the order in CZK)	CZK 200
Card delivery	Card delivery to a corporate address (one-off fee per place of delivery)	
	Czech Post (CP)	CZK 170
	PPL	CZK 190
	Card delivery to user's address (one-off fee per place of delivery)	CZK 70
Individualisation of the card appearance	Card design adjustment (one-off fee per card)	
	Card personalisation using the name of the company	included in the price of the card
	Card personalisation using the employee's name	CZK 30
	Company logo featured on the card	CZK 30
	Individual card design	CZK 160
User support	User support (one-off fee per intervention)	
	Card blocking	included in the price of the card
	Card unblocking	included in the price of the card
	PIN reset	included in the price of the card

For individual design,

the minimum number of Flexi Pass CARDS to manufacture is	1,000 items
Recommended minimum stock of Flexi Pass CARDS	500 items
Minimum number of additionally manufactured Flexi Pass CARDS	1,000 items

The amount of each fee will be increased by the relevant VAT rate, in compliance with legal regulations as in force on the fee billing date.

F. Multi Pass CARD (MPC)

Type of service		Fee (standard)
Fees for Gastro Pass Card and Flexi Pass Card services	User account management (Monthly fee for active Gastro and Flexi accounts)	CZK 2.5
	Ordering of an electronic Gastro Pass credit (% of ordered credit/meal voucher credit)	4% / yet no less than CZK 100
	Credit-noting of the electronic Gastro PassCredit (% of the Credit credit-noted/meal voucher credit + min. amount)	4% / yet no less than CZK 150
	Ordering of an electronic Flexi Pass credit (% of ordered credit)	5% / yet no less than CZK 100
	Credit-noting of electronic Flexi Pass Credit (% of credit-noting of credit + min. amount)	5% / yet no less than CZK 150
Card issuance	Card issuance (one-off fee per card)	CZK 80
	Card issuance in the event of a loss or theft (prices applicable to standard design cards only)	CZK 80
	Card issuance under an automatic replacement system	CZK 60
	Card for placement in drawer	CZK 80
	Express order (one-off fee charged per card on top of the order in CZK)	CZK 200
Card delivery	Card delivery to a corporate address (one-off fee per place of delivery)	
	Czech Post (CP)	CZK 170
	PPL	CZK 190
	Card delivery to user's address (one-off fee per place of delivery)	CZK 70
Individualisation of the card appearance	Card design adjustment (one-off fee per card)	
	Card personalisation using the name of the company	included in the price of the card
	Card personalisation using the employee's name	CZK 30
	Company logo featured on the card	CZK 30
	Individual card design	CZK 160
User support	User support (one-off fee per intervention)	
	Card blocking	included in the price of the card
	Card unblocking	included in the price of the card
	PIN reset	included in the price of the card

For individual design,

the minimum number of Multi Pass CARDS to manufacture is	1,000 items
Recommended minimum stock of Multi Pass CARDS	500 items
Minimum number of additionally manufactured Multi Pass CARDS	1,000 items

The amount of each fee will be increased by the relevant VAT rate, in compliance with legal regulations as in force on the fee billing date.

Sodexo Pass Česká republika a.s. Complaints Procedure

I. INTRODUCTORY PROVISIONS

- 1) These Complaint Rules ("**Complaint Rules**") define in detail the complaint process for complaints submitted against Sodexo Pass Česká republika a.s., a joint-stock company with its seat at Prague 5 - Smíchov, Radlická 2, 150 00, Reg. No." 618 60 476, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 2947 ("**Sodexo**") by Clients in connection herewith.
- 2) If the Client is convinced that Sodexo failed to adhere to the Agreement in any specific situation, the Client may lodge a Complaint against Sodexo subject to the conditions defined under the present Complaints Procedure, it being understood that where the Client is not a Consumer, they may only apply the rights defined hereunder, and the provisions under Articles 1923 and 1924 of the CC shall not be applied.
- 3) Any capitalised terms not expressly defined under the Complaints Procedure shall carry the meanings assigned to them under the General Conditions and Terms.
- 4) The Complaints Procedure has been issued by Sodexo in accordance with Article 1751 of the CC.
- 5) The provisions of the Agreement shall take precedence over the present Complaints Procedure in the event of any discrepancies between the Complaints Procedure and the Agreement.

II. COMPLAINT CONDITIONS

- 1) Any Complaint lodged by the Client must be made in accordance with this Article II of the Complaints Procedure ("**Complaint Conditions**"). A Complaint lodged in violation of the Complaint Conditions shall not be deemed duly lodged.
- 2) Any Complaint lodged by the Client must be made without undue delay after the Client learnt or could learn about the facts implying that Sodexo did not adhere to the Agreement.
- 3) The Client may only lodge a Complaint using one of the methods defined below:
 - using an electronic form available at www.sodexo.cz/spokojenost;
 - using an electronic form at SodexoPassOnline;
 - by email at info.cz@sodexo.com;
 - orally, during a personal meeting at a Sodexo Contact Point, namely with a person properly authorised by Sodexo, who will issue a document confirming that a Complaint has been lodged, and/or showing the content and subject of the Complaint; where the Complaint involves Vouchers, the Complaint may be referred to a Sodexo sales representative who will issue a document to the Client confirming that the Complaint has been made;
 - at the Customer Care Department, in writing by registered mail sent to the address of Sodexo Pass Česká republika, a.s., Customer Care Department, Radlická 2, 150 00 Prague 5.
- 4) For Complaints that involve the operation of the Cafeteria System, the Client may also lodge their Complaint
 - via the Cafeteria System at the address of their application at the mojeBenefity domain, or
 - by email at cafeteria.mojebenefity@sodexo.com.
- 5) Complaints related to the Cafeteria System that are not related to the guaranteed

response times may only be lodged by the Contact Person on behalf of the Client.

- 6) When lodging their Complaint, the Client must specify the following data:
 - name of the company or name and surname of the Client including their registered office or place of business and their permanent residential address;
 - name of the person lodging the Complaint on behalf of the Client, and their position;
 - contact details of the person lodging the Complaint on behalf of the Client to hear back from Sodexo, at least their phone number;
 - Agreement number;
 - a clear account the subject of the Complaint;
 - for written Complaints, the signature of the person lodging the Complaint on behalf of the Client;
 - where the Complaint concerns Vouchers, the number of the tax document, on the basis of which the Vouchers have been delivered
 - subject of the Complaint and the law applied.

A/ Vouchers

The following part, i.e. Art. III to V, shall only apply to Complaints lodged with regard to Vouchers.

III. SODEXO'S LIABILITY

- 1) Sodexo is liable to the Client for the quality and quantity of the Vouchers ordered by the Client against orders accepted by Sodexo if:
 - the Vouchers are delivered in quantities that are demonstrably different from those specified in the Client's Voucher Order accepted by Sodexo ("**Quantity Irregularity**");
 - the Vouchers, on being delivered, demonstrably do not meet the agreed-upon, and otherwise typical, quality level (e.g. the Vouchers delivered are of a different type than that indicated in the Client's Order accepted by Sodexo, the Vouchers delivered are of a different nominal value than that stated in the Order, the quality of print on the Vouchers does not correspond to the model, the Vouchers delivered are damaged) ("**Quality Irregularity**") (Quantity and Quality Irregularities hereinafter jointly referred to as "**Irregularities**").
- 2) The Client shall check the integrity of the transport packaging and only accept intact consignments from the carrier; the same applies if the Vouchers are taken over directly by the Beneficiary in accordance with the Agreement. Sodexo shall not be liable for any Irregularities displayed by Vouchers delivered to the Client or directly to the Beneficiary in damaged transport packaging. Sodexo's liability under Art. III(1) of the Complaints Procedure only applies to the Irregularities displayed by the Vouchers delivered to the Client against accepted Orders at the time of their delivery to the Client. Sodexo shall not be liable to the Client for any Irregularities that occur at any point after that.

IV. VOUCHER COMPLAINTS

- 1) The Client must review the Vouchers supplied by Sodexo without undue delay after they are delivered. For Personalised Vouchers, this

responsibility pertains to the Beneficiary concerned.

- 2) In the event a Quantity Irregularity is identified, the Client, when applying their Complaint, may request the supply of the missing quantity of the Vouchers. Where Quality Irregularities are identified, the Client, when applying their Complaint, may request that the Irregularity be redressed with the supply of new Vouchers replacing those, for which the Complaint was originally applied.

V. TIME LIMITS FOR HANDLING VOUCHER COMPLAINTS

If the Client properly applies their Complaint in a timely fashion, Sodexo undertakes to review its justification and inform the Client of the outcome thereof within 30 days of receiving the Complaint. If Sodexo finds the Voucher Complaint to be justified, they must also redress the Irregularities within the same time limit.

B/ Cafeteria and mojeBonusy

The following part, i.e. Articles VI to VII shall only apply to Complaints concerning the Cafeteria or the mojeBonusy System.

VI. UPTIME GUARANTEE

The Client may lodge a Complaint if the Cafeteria Uptime Guarantee or the mojeBonusy Uptime Guarantee (also referred to as the Service Level Agreement, SLA) is not complied with at the level specified in the Cafeteria Addendum, or the mojeBonusy Addendum.

VII. GUARANTEED RESPONSE TIME

- 1) In case of any loss of availability, the guaranteed response time for the Cafeteria or mojeBonusy System is set to 2 hours during the working hours and 5 hours outside the working hours, counted from the time the Complaint is applied as provided for under Article II of the Complaints Procedure at all times. For the purposes hereof, working hours denote the period between 8:00 a.m. and 5:00 p.m. on business days. The response time starts upon the proper application of a Complaint, or upon identifying the loss of availability where the same is identified by Sodexo before the loss is reported. Sodexo must respond within 48 hours of the application of each Complaint.

C/ GPC/FPC

The following part, i.e. Articles VIII to IX shall only be applied to Complaints that concern GPCs/FPCs, GPC/FPC Credits, paying for Benefits using GPCs/FPCs, or any other Complaints made in connection with the GPC/FPC products.

VIII. SODEXO'S LIABILITY

- 1) Sodexo's scope of liability in connection with GPCs/FPCs is defined under the GCTs.
- 2) In connection with any GPC/FPC Order received, Sodexo warrants that the Client will obtain the ordered number of GPCs/FPCs, which will in all respects be eligible for the method of use agreed upon under the Agreement.

IX. COMPLAINTS LODGED IN CONNECTION WITH THE GPC/FPC PRODUCTS

- 1) The provisions of the present Complaints Procedure regarding the Vouchers, including those under Art. III(2), Art. IV and Art. V, shall be reasonably applied to any Complaints lodged in relation to the GPC/FPC products.
- 2) As part of their Complaint, the Client may require that Sodexo sufficiently comply with

their obligations under the Agreement and that they provide for their compliance in the future.

D/Common provisions

IX. COOPERATION UNDER THE COMPLAINT PROCEEDINGS

Under the Complaint proceedings, the Client undertakes to provide to Sodexo any cooperation reasonably required from them, including—as the case may be—by accepting the claimed Vouchers from Sodexo after the end of the Complaints proceedings.

X. GRIEVANCES

- 1) Grievances shall be handled by Sodexo's Customer Care Department, on an individual basis and with an account taken of the circumstances specific to each case. Sodexo shall inform the Client on how their grievance has been dealt with.
- 2) The Client may file a grievance in writing, using the appropriate methods provided for under Art. II(3) of the present Complaints Procedure, giving a detailed account of the case in their grievance.
- 3) As part of the grievance procedure, the Client undertakes to provide to Sodexo any cooperation reasonably required from them.

XI. FINAL PROVISIONS

- 1) The Complaints Procedure does not apply to any Complaint Proceedings initiated prior to its effective date.
- 2) The Complaints Procedure is available for consultation by the Clients at any Sodexo outlet, at www.sodexo.cz and at the address of the Client's application at mojeBenefity.
- 3) Sodexo may unilaterally modify the present Complaints Procedure and the Complaint Conditions at any time using the method defined under the GCTs.
- 4) Unless the present Complaints Procedure stipulates otherwise, as part of their Complaint, the Client may require that Sodexo sufficiently comply with their obligations under the Agreement and that they provide for the compliance in the future.
- 5) The Client and their employees must apply any Complaints related to Benefits directly with the Partners.
- 6) The present Complaints Procedure comes into force and takes effect on 08/02/2019.

In Prague, dated 09/01/2019
Sodexo Pass Česká republika a.s.