General Conditions and Terms ("GCTs") attached to the Agreement on the Brokering of Benefits

A.COMMON PART

I. INTRODUCTORY PROVISIONS

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

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.sodexo-ucet.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 1 of the GCTs.

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.

The client portal is a secure internet portal that is available for clients at https://klient-portal.sodexo.cz

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 Benefits that can be remunerated using a certain Electronic Card and that has been credited to a certain Electronic Card based on a Credit Order.

Uptime guarantee of the Cafeteria system denotes a special arrangement (SLA, or Service Level Agreement) between Sodexo and the Client, which determines the guaranteed minimum Cafeteria or mojeBonusy system 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 an electronic user account set up in accordance with Art. X (1.2) of the GCTs that gives the Client registered access to www.mojesodexo.cz. **Contact person** denotes the Client's contact person specified in the Agreement along with the extent of relevant 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 or via the Client Portal.

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

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) 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.

Conditions for the use of benefits denotes the binding document made available at

https://cz.sodexo.com/dokumenty-sodexo/sodexo-benefity.html, which is intended to instruct users about the correct use of benefits in accordance with the applicable legislation.

Voucher denotes a paper Sodexo voucher in the form of an Assistance Pass, Gift Pass, Flexi Pass, Fokus Pass, Gastro Pass,. The specification for each Voucher including specification of concrete services that can be paid for can be found on at www.sodexo.cz.

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/Client 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 conclusion of the Agreement forms Annex 2 of the Agreement.

Agreement denotes a Benefit Brokering Agreement entered into between Sodexo and Client, as amended. The Agreement may also be entered into via the Client Portal.

Contractual documentation denotes a general label for any of the following documents or the documents as a whole - the Agreement, GCTs, Complaints Procedure, Price List, and Product Order Forms, including their addenda and/or annexes as well as addenda to select Products.

www.mojesodexo.cz denotes a 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.

GCTs 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 GCTs, 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.

5. If the Client is repeatedly in default for the payment of services, Sodexo reserves the right to charge the Client interest on top of the corresponding default payment.

6. Sodexo reserves the right to charge the Client for manual work conducted by its employees that goes beyond the scope of the normal performance of contract, especially in regard to manual work of an accounting nature or in connection with settling an account.

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 to 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, unless otherwise stipulated herein or in the Agreement.

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 https://cz.sodexo.com/dokumenty-sodexo.html.

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 GCTs, and also if the Client (iii) breaches the Agreement or the present GCTs 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 being 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 and AP, unless the Parties agree otherwise. 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 and AP 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, para. 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. shall apply to the expiration and termination of the mutual relationships between Sodexo and the Client VI. of the GCTs.

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. For the duration of the Agreement, 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) 7or (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 GCTs, 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 its termination;
   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. Unless otherwise agreed in the contract, the Client and Sodexo shall act as two separate controllers of personal data.

11. The Client and Sodexo independently process the personal data of Data Subjects for the purpose of fulfilling their obligations under the Agreement on the Brokering of Benefits, whereby the purpose and means are determined by each Administrator separately in accordance with the Regulation. At their own expense, the Client and Sodexo shall fulfil their obligations under the Regulation and process Personal Data only in accordance with the applicable requirements.

12. The Client guarantees that they demonstrably keep Personal Data in accordance with the Regulation and with generally binding legislation of the Czech Republic, and, where so required by this legislation, they also keep on file consent to the processing of Personal Data that has been duly granted by the data subjects. 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 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.

B. VOUCHERS

VIII. SCOPE OF THE SERVICES PROVIDED AND USE OF VOUCHERS

1. Vouchers may be used to pay for the following types of goods and services (Benefits):
   Gastro Pass, within the meaning of Art. 6(9)(b) and Art. 24(2)(j) point 4. Of the ITA serves as the means of providing staff plant catering services. The Gastro Pass may be used to pay for meals and to purchase food.
   Flexi Pass
   - within the meaning of Art. 6 (9)(d) of the ITA, makes it possible to use the Benefits in the form of leisure activities, which include stays or trips within the meaning of Art. 1 of Act No. 159/1999 Coll., as amended.
   - within the meaning of Section 6(9)(d) of the ITA, makes it possible to make use of the Benefit through the use of sports facilities, as a contribution to cultural and sporting events, or to purchase paperback books at select contractual partner outlets.
   - within the meaning of Art. 6(9)(d) of the ITA, makes it possible to make use of the Benefit by using services of a healthcare establishment, including the option to pay for any medical devices provided by persons authorised to do so.

   If so agreed between the Parties, Flexi Pass may not cover within the meaning of Art. 6(9)(d) of the ITA service.
   Focus Pass makes it possible to use services related to leisure activities or cultural and sporting events, educational events, buying vitamins, vitamin products, and preparations or vaccinations, buying books. The services provided conform to Ministry of Finance Decree No. 114/2002 Coll., on the Fund of Cultural and Social needs, as amended.
   Gift Pass, within the meaning of Art. 6(9)(g) of the ITA, makes it possible for the Benefits to be used in the form of non-monetary gratuitous services. The Gift Pass may be used to collect both tangible gifts and services.

2. For further information on each type of Voucher mentioned above, go to Sodexo's website (www.sodexo.cz).

3. The types of Benefits that various Vouchers can be used to pay for will be indicated on each individual Voucher. The Vouchers may not be used to pay for any Benefits other than those indicated. Each Voucher contains information on its nominal value or method of use.

4. As part of its brokering activity, Sodexo organises a network of Partners, at whose outlets the specific types of Vouchers may be used and who are contractually bound to accept the Vouchers. The Client understands there may be certain changes in the Partner network, and Sodexo reserves the right to make such changes. For updated lists of the Partners go to Sodexo's website (www.mujpass.cz). Sodexo Partners' outlets may also be marked with stickers showing the types of Vouchers that may be used with each Partner.

5. Where certain types of Vouchers 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.

The Client acknowledges that Sodexo is not responsible for the quality of the goods and services purchased with the Vouchers and does not assume any responsibility for any risks on the part of the Voucher holder that may be associated with the services or goods purchased from Partner outlets.

IX. PLACING AN ORDER

1. The Client may order Vouchers through www.mojesodexo.cz or by filling out a customised order form and personally delivering the form to the customer centre. The Client may also order a written agreement by fax or e-mail sent to info.cz@sodexo.com from the Contact Person's e-mail address, via the Cafeteria system, or via the Client Portal.

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 contains 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, unless the Parties agree otherwise.

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 GCTs 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. Planned service downtime is not taken into consideration as part of the uptime guarantee for the Cafeteria system.
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 system, 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 GCTs.
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 system for the duration that Sodexo holds property rights to this application. The Client is entitled to use this licence only for purposes of selecting the form in which their Employee Benefits shall be 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 system as requested by the Client and make the mojeBonusy system 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 system by the agreed-upon date, including, without limitation, the specific amount credited, which each Beneficiary may use under the mojeBonusy system.
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 system.
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 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).
3. 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

1. 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.
2. In a Credit Order, the Client shall especially determine the Electronic cards, for which the Credit is to be increased and by what amount.
3. 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

1. 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.
2. Sufficient Credit must be present to pay for a Benefit.
3. 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.
4. 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

1. During the performance of administration of an Electronic Card issued to the Client, Sodexo shall provide the Client with the services specified in the Conditions for Use.

XXII. VALIDITY

1. An Electronic Card issued to the Client is valid until the card's Date of Expiration. The standard validity period of the Electronic Card is 3 years.
2. 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.
3. If the Client does not select a different approach, Sodexo shall issue and deliver renewed Electronic Card(s) to the Client no later than a week before the Date of Expiration.
4. Credit on a cancelled Electronic Card that has not been replaced by a renewed Electronic 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.
5. 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

1. 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.
2. Sodexo is liable to the Client for:
   a. Proper issuance of an Electronic Card according to the Electronic Card order;
   b. duly topping up the Credit as per Credit Orders; and
   c. 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

1. 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.
2. Where the MPC has both GPC and FPC functions, then the MPC 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

1. 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.
2. The AP cards are always issued as inactivated.
3. Any responsibility for the AP is transferred to the Client at the moment of AP card consignment receipt by the Client.
4. 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.
5. 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.
6. A condition for using an AP card is its activation by Sodexo in the manner according to the Conditions for Use.
7. 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

1. The provisions of Article XX. (1 shall apply similarly).
2. 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.
3. The Client shall provide Sodexo together with the order of an AP Card in written form an overview of employees of the Client and Partnering Persons authorised to use the AP Card. 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.

4. 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.
5. 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

1. The provisions of Article IV (5) shall apply similarly.
2. 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 Card validity period. The minimum duration of the termination notice period shall be 1 month.

These GCTs come into force and take effect on 08/07/2020.

In Prague, on 26/05/2020
Sodexo Pass Česká republika a.s.