



# GENERAL TERMS AND CONDITIONS

## to the General Intermediation Agreement

### I. Subject Matter of the General Terms and Conditions

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

### II. Edenred Vouchers

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

#### **Ticket Restaurant®**

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

#### **Ticket Restaurant® Digital Wallet (hereinafter "TR")**

is a digital wallet with electronic Vouchers loaded in this wallet. Vouchers loaded in the TR wallet are intended to pay for the same goods/services as Ticket Restaurant® paper Vouchers. The provisions concerning the TR wallet shall also apply accordingly to the earlier separately issued electronic cards Ticket Restaurant® Card ("TRC") for the duration of their issue and circulation.

#### **Edenred Benefits Digital Wallet (hereinafter "EB")**

is a digital wallet with electronic Vouchers loaded in this wallet, which are intended to pay the price of goods and services within the meaning of Section 6(9) (d) of Act No. 586/1992 on income taxes. The provisions concerning the EB wallet shall also apply accordingly to the earlier separately issued electronic cards Edenred Benefits Card ("EBC") for the duration of their issue and circulation.

#### **Edenred Benefits FKSP Digital Wallet (hereinafter "EB FKSP")**

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

#### **Edenred Card (hereinafter the „Card“ or „EC Card“)**

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

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

#### **Edenred Benefits**

##### **Edenred Multi**

are paper Vouchers meant to pay for the services of recreational, healthcare, educa-

tional, pre-school, leisure sports and sports facilities and for holidays that Edenred's clients provide to their employees as employee benefits in accordance with applicable legal regulations. Edenred Multi Vouchers are understood, unless otherwise stated below, to also include Edenred Academica, Edenred Medica, Edenred Holiday and Edenred Sports&Culture Vouchers.

##### **Edenred Multi FKSP**

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

##### **Edenred Academica**

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

##### **Edenred Medica**

are paper Vouchers meant to pay for the services of healthcare facilities that Edenred's clients provide to their employees as employee benefits in accordance with applicable law.

##### **Edenred Holiday**

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

##### **Edenred Sports&Culture**

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

##### **e-Tickets**

are electronic Vouchers designed to pay for goods/services as part of providing employee benefits through the Edenred Benefit Café online portal. The e-Ticket takes the form of a unique six-digit code automatically generated when ordering at Edenred Benefit Café and sent to the e-mail address of the specific client entitled to receive the goods/services. Prior to providing the goods/services, the Partner validates the e-Ticket code submitted by the client, i.e. enters it together with the Partner Code of its establishment in the validation interface at <https://partner.benefitcafe.cz>, presses the "validate" button and then "apply" (hereinafter "validation"), thereby also verifying the validity of the e-Ticket.

##### **Edenred Benefit Café Payment Gateway**

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

##### **Edenred Compliments**

are gift paper Vouchers designed to pay for goods/services.

##### **Edenred Service**

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

##### **Edenred Čistý**

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

### III. Redemption of Paper Vouchers

Edenred shall refund to the Partner paper Vouchers previously received by the Partner as payment for provided goods/services under the following conditions:

a) The Partner shall identify the received paper Vouchers on the reverse side with its stamp and fill in the list of received paper Vouchers indicating the Partner's code and identification number, the type, number and nominal values of received paper Vouchers and the total nominal value of the paper Vouchers to be redeemed. The Partner shall send the paper Vouchers together with the Voucher list and a redemption request to



Edenred by post or by messenger service at the following address: Edenred Production Center s.r.o., Ohradní 1439/61a, 140 00 Praha 4. The paper Vouchers will be refunded to the Partner by wire transfer to the Partner's bank account stated in the General Agreement. Edenred shall make the cashless payment for the paper Vouchers within four to nine business days from the submission of the paper Vouchers for redemption.

b) Paper Vouchers may be delivered for redemption no earlier than on the first day of their validity and no later than by the end of the first calendar month after the day on which their validity expires; otherwise the paper Vouchers will not be refunded by Edenred. The validity is stated on each individual paper Voucher.

c) Where the total nominal value of delivered paper Vouchers received by Edenred is different from the total nominal value stated by the Partner in the Voucher list for any reason, then the total nominal value of the paper Vouchers as established by Edenred upon their receipt shall be decisive; if the difference in one consignment of submitted paper Vouchers exceeds CZK 3,000 (three thousand Czech crowns), Edenred shall suspend the process of uploading and processing the submitted paper Vouchers for the purpose of refunding the Vouchers to the Partner, and shall inform the Partner hereof by phone. Subject to the Partner's written consent, Edenred is entitled to upload the paper Vouchers even despite an observed difference.

The Intermediary is obliged to archive Vouchers in the uploading of which a difference in excess of CZK 3,000 has been observed for 30 days for the purposes of their review by the Client.

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

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

f) After uploading the paper Vouchers, Edenred shall send to the Partner the respective tax document.

g) Received Ticket Restaurant® paper Vouchers can also be submitted by the Partner for redemption in the wholesale network of MAKRO Cash & Carry ČR, s.r.o. In such case, the resulting amount less the fees and value added tax will be paid to the Partner to the account of MAKRO Cash & Carry ČR, s.r.o., with the VS (variable symbol) payment identifier identical to the number of the tax document sent to the Partner, within 18 business days from the date of submission of the Ticket Restaurant® Vouchers through the collection points located at wholesale centres of MAKRO Cash & Carry ČR, s.r.o., or after the conclusion of the complaint proceedings concerning the number of Ticket Restaurant® Vouchers, where always the number and total nominal value of the Ticket Restaurant® Vouchers received by Edenred shall be decisive; all funds for redeemed Ticket Restaurant® Vouchers can be used, by agreement with MAKRO Cash & Carry ČR, s.r.o., commencing at 12PM on the fourth business day after the date of submission of the Ticket Restaurant® Vouchers through the collection points located at wholesale centres of MAKRO Cash & Carry ČR, s.r.o. only for the payment of the price of goods/services purchased from MAKRO Cash & Carry ČR, s.r.o.; all other aspects shall be governed by these Terms and Conditions and the Service Price List.

#### IV. Redeeming Electronic Vouchers from the TR/EB/EB FKSP Digital Wallet

a) For redemption of electronic Vouchers loaded in the TR/EB wallet and received by the Partner to pay for provided goods/services via a payment terminal, the Mastercard acceptance rules and conditions apply as agreed between the Partner and its bank.

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

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

d) The Partner shall pay Edenred an annual membership fee for membership in the network of establishments that accept payments via the TR/EB/EB FKSP wallet, as set out in the Price List (hereinafter the "Fee"). The amount of the Fee is a flat rate for each calendar year (including a part of it) of validity of the General Agreement, regardless of when the Agreement commences or ends. The amount of the Fee shall be reduced down to zero by the total amount of Edenred's remuneration/fees for TR/EB/EB FKSP electronic Vouchers received by the Partner in the relevant calendar year. Edenred shall issue a tax document to the Partner for this membership Fee for the previous calendar year or, after termination of the General Agreement, for the calendar year in which the General Agreement ended.

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

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

b) Edenred shall pay the resulting amount to the Partner within ten days from sending the invoice.

#### VI. FOOD Programme

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

b) The Partner commits with its membership in the FOOD Programme to respect at least five of the eight FOOD Programme healthy nutrition criteria (hereinafter the "FOOD Programme Terms"). The Partner shall state the details on fulfilment of these conditions and membership in the FOOD Programme in Annex 3.

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

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

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

#### VII. Final Provisions

a) Edenred is entitled to unilaterally set off its receivables against the Partner with any of the Partner's receivables against Edenred.

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

c) The Partner hereby grants Edenred its consent to sending invoices in electronic form to the e-mail address indicated in the General Agreement. For sending tax documents in paper form, fees apply according to the Price List.

d) The personal data processing notice is available at <https://www.edenred.cz/informace-o-zpracovani-osobnich-udaju>.

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

**These Terms and Conditions are effective as of 14 October 2021.**