



# GENERAL TERMS AND CONDITIONS

## to the Framework 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 Framework Intermediation Agreement (hereinafter the "Framework Agreement") concluded between Edenred and the Partner. The provisions of the Framework 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 Framework Agreement.

### II. Edenred Vouchers

Vouchers are issued by Edenred to its clients, who provide them to their employees as employee benefits in accordance with the relevant legal regulations. Vouchers are issued in paper or electronic (digital) form with a specific nominal value expressed in Czech crowns, which entitle the Voucher user to purchase goods or services of a certain type in the Czech Republic, provided by Edenred Partners who, on the basis of a brokerage contract, accept Vouchers as a means of payment for such goods and services.

The Partner undertakes to accept Vouchers exclusively in accordance with their purpose defined by these Terms and Conditions and relevant legal regulations. The Partner is responsible for ensuring that Vouchers are not accepted for the payment of goods or services that are not intended for their use. In the event that the Partner breaches this obligation and accepts Vouchers to pay for goods or services other than those specified, the Partner shall be liable for all damage incurred by Edenred or its clients as a result of such breach, including any additional tax obligations, sanctions or penalties. In such a case, the Partner undertakes to compensate Edenred for all damages incurred in this connection and to compensate Edenred for the amounts that Edenred may have paid to third parties (in particular clients) in connection with the breach of the Partner's obligations. The Partner's liability under this provision applies in full regardless of fault. The Partner will not disadvantage or discriminate against the user paying with vouchers (cards) in any way, in particular he will not increase the price of goods/services, introduce fees for users paying with Vouchers, or impose any conditions without prior agreement. In the event of a breach of this obligation, Edenred is entitled to withdraw from the Framework contract and claim compliance with the user's obligation, including payment of all liabilities and damages incurred by Edenred in this connection.

Specimens of valid Vouchers are available on the Edenred website and the Partner is obliged to familiarise itself with them. Edenred issues the following types of Vouchers:

#### A) Paper 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 vouchers are also issued in the form of an electronic voucher, as described below.

##### **Edenred Benefits**

are paper vouchers intended for the payment of recreational, healthcare, educational, preschool, physical education, and sports facilities and trips. Edenred Benefits vouchers are also issued in the form of electronic vouchers, as described below.

##### **Edenred Medica**

are paper vouchers intended for the payment of healthcare services. The vouchers are also issued in the form of Edenred Health electronic vouchers, as described below.

##### **Edenred Academica**

are paper vouchers intended for the payment of educational services.

##### **Edenred Holiday**

are paper Vouchers intended to pay for the services of recreational facilities or tours.

##### **Edenred Sport&Culture**

are paper vouchers intended for the payment of services at sports and cultural facilities.

##### **Edenred Multi**

are paper vouchers intended for the payment of goods and services in a comprehensive range covering the scope of Edenred Medica, Edenred Academica, Edenred Holiday and Edenred Sport&Culture vouchers.

##### **Edenred Compliments**

are gift paper Vouchers intended to pay for the price of goods/services.

### Edenred Services

are paper vouchers intended for the payment of benefits in the material need assistance system within the meaning of Section 4 of Act No. 111/2006 Coll., on material need assistance. Edenred Service vouchers are used primarily 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 Clean

are paper vouchers intended for the payment of cleaning and laundering of personal protective equipment and uniforms and for the purchase of washing, cleaning, and disinfecting agents intended to protect life and health during the work process.

### B) Electronical (Digital) Vouchers

#### **Edenred Benefits ("EB") digital Wallet**

is a leisure digital wallet on the Edenred Card that allows cashless payments for goods and services for the purposes pursuant to Section 6 (9) (d) (2) of the Income Tax Act, as amended. The Edenred Benefits Wallet also refers to the previously issued standalone Edenred Benefits Card („EBC“). Funds topped up within the EB digital wallet are not electronic money within the meaning of Act No. 370/2017 Coll., on payment systems.

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

is a meal voucher digital wallet on the Edenred Card that allows you to pay for all or part of the cost of meals or food purchases for direct consumption. It is prohibited to use the TR digital wallet to pay for tobacco and alcoholic products. TR also refers to the previously issued separate Ticket Restaurant Card („TRC“). Funds loaded into the TR digital wallet are not electronic money within the meaning of Act No. 370/2017 Coll., on payment systems.

#### **Edenred Health ("EH")**

is medical digital wallet on the Edenred Card, which allows you to make cashless payments for goods and services for medical purposes within the meaning of Section 6 (9) (d) (1) of Act No. Income Taxes, as amended, in the Provider's partner network, via payment terminals. Funds topped up within the EH digital wallet are not electronic money within the meaning of Act No. 370/2017 Coll., on Payments. The Edenred Health Wallet also refers to the standalone Edenred Health Card (EHC).

#### **Edenred Card (hereinafter the ("EC"))**

is multifunctional payment card issues by PrePay technologies Ltd., registered under number 04008083, having its registered office at 1 Gloucester Street, Station Square 4th Floor, Swindon, SN1 1GW, United Kingdom under a Mastercard license with a personal identification number (PIN). The Edenred Card is a personalised card in the name of the Cardholder, which enables both contactless and contactless payments at payment terminals. If the Partner has activated the Edenred Card online payment option with Edenred, they are also entitled to accept payment for goods and services via the internet, but only in accordance with the purpose of the relevant Voucher specified in these Terms and Conditions. Funds loaded into digital wallets on the EC are not electronic money within the meaning of Act No. 370/2017 Coll. on Payment Systems. The EC card can hold up to three digital wallets – Ticket Restaurant® (TR) meal vouchers, Edenred Benefits (EB) leisure vouchers, and Edenred Health (EH) health vouchers, as described above.

#### **The Edenred Health Card ("EHC")**

is a variant of the EC card and contains only one Edenred Health digital wallet.

### C) E-Ticket Electronic Vouchers and Edenred Benefit Premium Payment Gateway E-Tickets

are electronic Vouchers designed to pay for goods/services as part of providing employee benefits through the Edenred Benefit Premium online portal. The e-Ticket takes the form of a unique six-digit code automatically generated when ordering at Edenred Benefit Premium 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 Premium Payment**

allows the user, an authorized person, to pay online with Edenred Benefit Premium benefit points for goods and services in the Partner's e-shop. The payment gateway is located on the Partner's website. When an authorized person pays for their shopping cart, a payment receipt is automatically generated and the Partner is owed the corresponding amount by Edenred. Edenred and the Partner will provide each other with all necessary cooperation in implementing the payment gateway. Each of the contracting parties shall bear all costs incurred in connection with the operation of the Edenred Payment Gateway for the purpose of providing the relevant goods and services to the authorized person in accordance with the Framework Agreement.



### III. Reimbursement of paper Vouchers

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

- a)** The Partner shall mark the accepted paper Vouchers with its stamp on the reverse side and fill in a list of accepted paper Vouchers, which shall include the Partner's code and identification number, the type, number, and nominal value of the accepted paper Vouchers, and the total nominal value of the paper Vouchers to be reimbursed. Paper Vouchers together with the statement will be sent by the Partner of Edenred with a request for reimbursement by mail as value to the address EDENRED CZ s.r.o. Podvihovská 304/12 – ODNOS 749 02 Depo Opava or by a collection agency such as Loomis, Brinks, Česká pošta to the address OPTYS, spol. with r. o. U Sušárny 301, 747 56 Dolní Žitovice. Paper Vouchers will be redeemed to the Partner by bank transfer to the Partner's bank account specified in the Framework Agreement. Edenred will redeem paper Vouchers by bank transfer within 9 business days of the submission of paper Vouchers for redemption.
- b)** Paper Vouchers may be delivered for payment no earlier than the first day of their validity and no later than the end of the first calendar month after their expiry date, otherwise Edenred will not redeem the paper Vouchers. The validity is stated on each individual paper Voucher. Paper Vouchers sent for loading after their expiry date (expired) will not be returned to the Partner.
- c)** If, for any reason, the total nominal value of the redeemed paper Vouchers received by Edenred differs from the total nominal value stated by the Partner on the Paper Voucher Statement, the total nominal value of the paper Vouchers determined by Edenred after their receipt shall be decisive, if the difference in a single shipment of redeemed paper Vouchers exceeds CZK 3,000 (in words: three thousand Czech crowns), Edenred will suspend the process of loading and processing the redeemed paper Vouchers for the purpose of their reimbursement to the Partner and will inform the Partner of this by telephone. With the Partner's written consent, Edenred is entitled to load the paper Vouchers despite the difference. If the paper Vouchers delivered for reimbursement are not separated into individual pieces or if the paper Vouchers are damaged, defaced, counterfeit, or invalid for any other reason (except for their marking with the Partner's stamp on the reverse side), Edenred will not reimburse the paper Vouchers. The same applies if the Statement of delivered paper Vouchers is filled out incorrectly, incomprehensibly, or incompletely, or if the Statement form provided by Edenred was not used.
- d)** After scanning the paper Vouchers, Edenred will send the Partner the relevant tax document.
- e)** The Partner may also submit the received paper Ticket Restaurant® Vouchers for payment in the wholesale network of MAKRO Cash & Carry ČR, s.r.o. In such a case, the resulting amount, after deduction of fees and value added tax, will be paid to the Partner to the account of MAKRO Cash & Carry ČR, s.r.o., with a variable payment symbol identical to the number of the tax document sent to the Partner and payable within 18 working days from the date of delivery of the Ticket Restaurant® vouchers via collection points located in the wholesale centers of MAKRO Cash & Carry ČR, s.r.o., or after the completion of the complaint procedure regarding the number of Ticket Restaurant® vouchers, where the decisive factor will always be the number and total nominal value of Ticket Restaurant® Vouchers received by Edenred, all funds for the return of Ticket Restaurant® Vouchers may be used in accordance with the agreement with MAKRO Cash & Carry ČR, s.r.o., starting at 12:00 noon on the fourth working day after the date of delivery of Ticket Restaurant® Vouchers via collection points located in the wholesale centers of MAKRO Cash & Carry ČR, s.r.o., solely for the payment of the price of goods and services purchased from MAKRO Cash & Carry ČR, s.r.o. In all other respects, the provisions of these Terms and Conditions and the Price List of Services shall apply.

### IV. Reimbursement of electronic (digital) Vouchers

- a)** Reimbursement of electronic Vouchers stored in digital wallets accepted by the Partner for payment for goods/services provided via a payment terminal is governed by the rules and conditions for accepting Mastercard cards agreed between the Partner and its bank.
- b)** Fees charged by the bank in connection with the use of a payment terminal for accepting EC, TRC, or EBC cards are not included in Edenred's remuneration and are borne exclusively by the Partner.
- c)** Edenred shall issue the Partner with a tax document for the remuneration for electronic Vouchers loaded into digital wallets accepted by the Partner in the previous calendar month.

### V. Reimbursement of e-Ticket Vouchers and Edenred Benefit Premium Payment Gateways

- a)** Edenred shall reimburse the Partner for validated e-Tickets and Edenred Payment Gateway Vouchers by issuing and sending the Partner a tax document for the reimbursement of e-Tickets and Edenred Payment Gateway Vouchers validated/redeemed in the previous calendar month. The document will show the total amount of validated/redeemed e-Tickets and Edenred Payment Gateway Vouchers, minus Edenred's fee as specified in the Price List and the amount of value added tax on this fee.
- b)** Edenred shall pay the Partner the resulting amount within 10 days of sending the invoice.

### VI. FOOD Program

- a)** The FOOD Program is a Europe-wide program that promotes public health through a unique network of restaurants that meet the FOOD Program criteria. The long-term goal of the FOOD Program is to improve the eating habits of Ticket Restaurant® and TRC users by raising their awareness of nutritionally balanced diets, while also supporting restaurants that offer nutritionally high-quality meals.
- b)** By joining the FOOD program, the Partner undertakes to comply with at least 5 of the 8 FOOD program criteria in terms of healthy nutrition (hereinafter referred to as the „FOOD Program Conditions“). Details on compliance with these conditions and membership in the FOOD program shall be specified by the Partner in Annex 3 of the Framework agreement.
- c)** A Partner who is a member of the FOOD program shall properly and visibly mark the entrance doors of all its establishments listed in Annex 3 of the Framework Agreement with special FOOD program stickers.
- d)** If the Partner ceases to meet the FOOD Program Conditions, it is obliged to inform Edenred in writing without undue delay. In such a case, Edenred shall exclude the Partner from the FOOD program.
- e)** Edenred is entitled to check the Partner's compliance with the FOOD program conditions at any time. However, this entitlement does not relieve the Partner of its obligation to comply with the FOOD program conditions or to notify Edenred that it has ceased to comply with these conditions in accordance with this Article VI of the Terms and Conditions.

### VII. Updating the list of Partner establishments and setting the correct MCC code

- a)** The Partner acknowledges that Edenred continuously updates the lists of its contractual partners' establishments and that providing up-to-date, accurate, and complete lists is a key part of the services Edenred provides to its clients, and that maintaining updated lists requires close cooperation from the Partner. An outdated list may cause Edenred considerable damage.
- b)** The Partner is therefore obliged to immediately inform Edenred in writing at the email address partner@edenred.cz of any changes relating to the Partner's establishments where Vouchers are accepted. The Partner shall immediately inform Edenred of the closure or relocation of its existing establishment or the opening of a new establishment, no later than 5 working days from the date of closure, relocation or opening of the establishment. The Partner is also obliged to send Edenred a new MID-Merchant ID when changing terminals. A breach of these obligations is considered a material breach of the Framework agreement.
- c)** For the correct processing of payments with Edenred benefit cards, it is necessary that the Partner's payment terminal has the appropriate MCC (Merchant Category Code) set. If the MCC code is incorrect or does not correspond to the given category, the payment may be rejected, even if user has sufficient funds on benefit card. We therefore recommend checking and, if necessary, adjusting the MCC code settings so that it corresponds to the services provided and enables seamless use of benefits defined by the Leisure or Health categories.

### VIII. Final provisions

- a)** Edenred is entitled to unilaterally set off its claims against the Partner against any claims of the Partner against Edenred.
- b)** The amounts stated in the Price List are exclusive of VAT. VAT at the statutory rate will be added to the amounts invoiced by Edenred.
- c)** The Partner grants Edenred consent to send tax documents in electronic form to the email address specified in the Framework Agreement. Tax documents are also available on the Extranet. For this reason, each Partner is required to set up access to the Extranet. The sending of paper tax documents is subject to a fee in accordance with the Price List.
- d)** Information on the processing of personal data is available here: <https://www.edenred.cz/ochrana-osobnich-udaju>
- e)** Edenred's tax documents are payable within the period specified on the document, otherwise within 5 working days of the date of delivery of the document.

**These Terms and Conditions are effective as of September 29, 2025.**