



## EDENRED CZ GENERAL TERMS AND CONDITIONS

### Introductory Provisions

These General Terms and Conditions (the “**Terms and Conditions**”) the current version of the GTC is available at <https://www.edenred.cz/pravni-informace>) stipulate parties' rights and obligations resulting from contract between Edenred CZ s.r.o., company reg. no.: 247 45 391, registered office in Prague 8, Pernero-va 691/42, postcode 186 00, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, file 170804 (the “**Supplier**”) and the Customer (both collectively the “**Parties**”). The manner of conclusion of the contract are described below.

The Terms and Conditions stipulate the rights and obligations of the Parties unless the contract or other written arrangement between the Parties stipulates otherwise.

### 1. Rights and Obligations of the Parties

These Terms and Conditions and their relevant provisions apply, with the necessary modifications, to separately issued Ticket Restaurant® Cards or Edenred Benefits Card or Edenred Health Card over the time these cards are in circulation or are being issued.

The Supplier is obliged to supply the Customer with vouchers secured against counterfeit, upon the customer's order; vouchers are paper vouchers Ticket Restaurant®, Edenred Sport & Culture, Edenred Academica, Edenred Medica, Edenred Holiday, Edenred Compliments, Edenred Clean, and Edenred Multi (the “**Vouchers**”). Vouchers also include the electronic Ticket Restaurant® voucher on Ticket Restaurant® Card or Edenred Card (the “**TRC**” and the “**EC**”) and the electronic Edenred Benefits voucher on Edenred Benefits Card or Edenred Card (the “**EBC**” and the “**EC**”) or an Edenred Health electronic voucher on the Edenred Card (hereinafter referred to as “**EH**”).

The user may use each Voucher at the Supplier's contracted partners' establishments, which are usually identified with the logo symbolising the possibility of using the Voucher with the Supplier's contracted partner and listed on the Supplier's website.

**Edenred Card** (the “**EC**”) is a multifunctional prepaid card issued by PrePay technologies Ltd., registered under number 4008083, registered office 1 Gloucester Street, Station Square 4<sup>th</sup> Floor, Swindon, SN1 1GW, United Kingdom (“**PPS**”) under a Mastercard license with a personal identification number (PIN) that can hold up to three digital wallets – luncheon voucher wallet Ticket Restaurant® (TR) and leisure time wallet Edenred Benefits (EB) and health Edenred Health (EH). Edenred Card is a personalized card on the individual employee of the Customer (hereinafter referred to as the “**Cardholder**” or collectively “**Cardholders**”) name facilitating both contact and contactless payments on payment terminals.

**Edenred Benefits** (the “**EB**”) is a digital leisure time wallet on Edenred Card that facilitates cashless payments for goods and services for the purposes pursuant to section 6(9)(d) of the Income Taxes Act, as amended. The separately issued Edenred Benefits Card (also as the “**EBC**”), issued in previous periods, is also understood an Edenred Benefits wallet. Funds charged in the digital EB wallet are not e-money in the meaning of Act no. 370/2017 Sb., the Payment services Act.

**Ticket Restaurant®** (the “**TR**”) is a digital meal voucher wallet that facilitates making payments for the price of meals or food for direct consumption or part thereof. The TR digital wallet must not be used for payments for tobacco or alcoholic products. Funds charged in the digital TR wallet are not e-money in the meaning of Act no. 370/2017 Sb., the Payment Transactions Act. TR wallet payments are not limited by any daily or maximum one payment transaction Limit. The separate Ticket Restaurant® Card, issued in previous periods, is also understood a TRC.

**Edenred Health** (hereinafter referred to as “**EH**”) is a digital health wallet that allows cashless payments for goods and services for health purposes within the meaning of Section 6(9)(d) of Act No. 586/1992 Coll. on Income Tax, as amended, in the Supplier's partner network, via payment terminals or payment gateways. Funds loaded into the EH digital wallet are not electronic money within the meaning of Act No. 370/2017 Coll. on Payment Systems. The Edenred Health wallet also refers to the separate Edenred Health Card (hereinafter also referred to as “**ZKE**”).

**Edenred Benefit Premium** (formerly Benefit Café) is an online system for managing employee benefits (known as a cafeteria). This system offers users multiple payment options for employee benefits, including payment by Edenred Card, direct payment in e-shops, and payment using e-Tickets. This application provides a constant overview of funds in the cafeteria and on the card in one place.

### 2. Conclusion of the Contract

The Supplier provides his services on the basis of a contract. The Customer may send the Supplier a purchase order, which is considered to be a draft contract and becomes binding once it reaches the Supplier.

The Supplier reserves the right to refuse the order within 7 working days if the order is placed by a Customer which has breached his obligations owed to the Supplier or fulfilling the purchase order is contrary to legal regulations.

The contract between the Supplier and the Customer is can be concluded in following ways:

- a) in a documentary form where it is agreed by the parties or required by the Supplier; or
- b) by confirmation of the Customer's order if such confirmation is expressly required by the Customer; or
- c) impliedly at the moment of the initiation of the performance in accordance with the Customer's order placed via the Supplier's electronic purchase order form; or
- d) the Supplier sending the Customer a written offer and the Customer confirming the same in writing, with email confirmation also being considered as a confirmation made in writing.

### 3. Ordering and Delivering Paper Vouchers

Where (a) or (d) of the previous clause is the case, the Supplier starts performing the contract and/or the delivery of Vouchers based on an order which must be placed by the Customer especially by one of the following means:

- using the online form at [www.edenred.cz](http://www.edenred.cz)
- sending an order for Vouchers by email to [objednavky@edenred.cz](mailto:objednavky@edenred.cz)
- if the Customer places his order before paying his previous order and the payment is not yet due, the customer acknowledges the ordering procedure will not be the normal procedure (but will be performed through the Supplier's call centre on the phone number: 234 662 340) and whether fulfilling the order is started or not depends on the supplier's decision.

A lump-sum fee of CZK 50 without VAT is charged for each order placed via data box, email or fax. No fee is charged for orders placed through the online form available at [www.edenred.cz](http://www.edenred.cz).

An order becomes binding on the day it reaches the Supplier. If the Customer cancels a purchase order which the Supplier has started performing, the Supplier may charge the Customer a cancellation fee at 4% of the purchase order's volume.

Voucher deliveries are made by:

- post – using a postal service provider (nationwide);
- courier – (throughout the Czech Republic)

Unconsumed Vouchers may be returned for refund if delivered to the Supplier no later than 15 calendar days after their expiration.

The Supplier may charge the Customer a shredding fee at 4% of the volume of the returned Vouchers (but no less than CZK 100) unless otherwise specified in the Pricelist.

Paper Vouchers have their expiration date shown on the front side. Paper Ticket Restaurant® Vouchers are valid from 1 October to 31 December of the following calendar year. Paper Edenred Benefits Vouchers are valid for 21 months, from 1 April to 31 December of the following year.

### 4. Ordering and delivery of Edenred Card

The Supplier undertakes to deliver the cards to the Customer within 10 working days of payment for the order to the Supplier, unless otherwise specified in the contract. Payment is understood to mean the crediting of funds to the Supplier's account.

Together with the card, the Supplier shall provide an activation code. This code can be used to activate the card in the manner specified in the card usage rules (hereinafter referred to as the “**Usage Rules**”) and/or the accompanying letter delivered with the card. The Customer is obliged to ensure that each Cardholder familiarizes themselves with the card usage rules and the terms and conditions for the processing of Cardholders' personal data before accepting the card.

The Supplier is entitled to decide at any time to cancel the card prematurely in the event of an attempt to use the card for a purpose other than that for which it was intended or in the event of suspected criminal activity. In such a case, the funds on the card shall expire on the date of early cancellation of the card, and neither the Customer nor the Cardholder shall be entitled to any performance under the expired Vouchers.

The EC will be issued based on the Customer's interest and order, if approved by the Supplier, or based on the Supplier's business decision to cancel separate TRC and/or EBC cards or to terminate their issuance for the given Customer.

### 5. Recharging TR and/or EB and/or EH wallets

The TR, EB, EH digital wallet will be recharged based on a written order from the Customer, either through the online ordering system at [www.edenred.cz](http://www.edenred.cz), or by email to [objednavky@edenred.cz](mailto:objednavky@edenred.cz), or by another method accepted by the Supplier. The Supplier is entitled to reject an incomplete or incorrect order from the



Customer. The Supplier shall inform the Customer of the rejection of an incorrect or incomplete order without undue delay, but no later than within 2 working days. The Supplier undertakes to top up the TR, EB, and/or EH wallet in accordance with the terms and conditions set out in the contract, but no later than within 5 working days from the date of payment of the order by the Customer.

The digital wallet is active at the moment the funds are credited to the wallet, provided that the card is activated.

*In connection with the new regulation of tax benefits for health benefits from the beginning of 2025, the Supplier shall take measures to separate the provision of health benefits from the services provided within the EB. The Customer shall choose the option for the technical implementation of this separation, according to the Supplier's instructions (this option may only be changed if the Supplier's technical conditions allow it). The Supplier reserves the right to enable the separation of health benefits from EB into a separate EH wallet on the Edenred Card in the future, based on an agreement between the contracting parties and the determination of separate pricing conditions. This option will only be activated if the Supplier makes it technically available and informs the Customer thereof.*

## 6. Wallet Funds Expiration

The Edenred Card, TRC and EBC are valid for 36 or 60 months. Date of expiration is indicated on front side of the card. The funds credited to the TR wallet on the EC or to the TRC shall be valid until 31 December of the given calendar year if credited in the period between 1 January and 30 September of the given calendar year, and shall be valid from 1 October of the given calendar year until 31 December of the following calendar year if credited in the period from 1 October to 31 December of the given calendar year. The funds credited to the EB, EH, to EC wallet or to the EBC or ZKE are valid for 24 months from crediting. The funds cannot be used after expiration of this period.

After the expiration date of unused funds in the user's Edenred Benefit Premium wallet, these funds will be handled in accordance with the terms and conditions individually agreed between the Supplier and the Customer.

## 7. Common Provisions for Edenred Cards

EC, EBC, TRC, or ZKE cards work on the same principle as payment cards; when a payment is made, the amount of funds loaded onto the relevant wallet is reduced. The transaction value cannot exceed the balance in the relevant wallet.

EC, EBC, TRC, or ZKE cards cannot be used to withdraw funds from ATMs or to withdraw cash when paying at selected establishments (cash back service). It is not possible to exchange electronic funds for cash. Electronic funds will always be in the national currency of the Czech Republic.

Based on the Customer's order, the Supplier will arrange for the distribution of EC, EBC, or TRC cards to Cardholders. The EC card is a personalized card and bears the identity of the Cardholder.

The Supplier may, during the term of this agreement, refuse the Customer's order for charging or recharging cards if the Supplier has outstanding commitment against the Customer.

The Supplier remains the owner of the cards and gives the Card Holders the right to use funds up to the value charged on the card.

All the rights attached to electronic funds, such as the right to be refunded any amount non-consumed, are retained by the Supplier without being transferred to the Card Holders or the Customer.

If a card is about to expire, the Supplier ensures that a new card is issued at the Customer's request made at the latest 30 days before the expiration of the original card. The activation of a new card automatically transfers the unconsumed funds to the new card. If an EC is issued after the expiry of the TRC or EBC, the funds are transferred to the appropriate wallet on the EC via Card Holder's account on [www.edenred.cz](http://www.edenred.cz).

Card Holders may block a lost or stolen card temporarily or permanently by using their online card accounts or the info line. The same channels are available for unblocking. No card that is blocked permanently can be unblocked.

If a replacement card is issued, the balance of the original card as at the day following the day the card is blocked is transferred to the corresponding Edenred Card wallet. The balance on a separate TRC or EBC will be automatically transferred to the replacement TRC or EBC, which will be issued upon the Customer's approval. If an EC is issued as a replacement for a separately issued TRC or EBC, the unconsumed funds will be transferred to the appropriate wallet on the EC via Card Holder's account on [www.edenred.cz](http://www.edenred.cz).

If a replacement card is issued as a result of the original card being blocked permanently (if lost or stolen, for example), the Card Holder is obligated to pay the fee according to the Price List. The fee for issuing a replacement card may not be paid using the funds charged on the card or credited in the relevant Edenred Benefit Premium wallet.

## 8. Benefit on invoice

If agreed within the framework of Edenred Benefit Premium, the Supplier may, for a fee, arrange for the benefits to be used by entities that are not its business partners, such as (i) health benefits on invoice (under the conditions stipulated

by law for health benefits) or (ii) leisure benefits on invoice. The Supplier has the right to refuse to provide this service if, in its opinion, the circumstances are not in accordance with the purpose of this service (in particular, dishonest intent or an unreasonable amount of performance).

## 9. Invoicing Rights and Obligations of Parties

The Supplier may change the conditions for invoicing and payment. Subject to a change can be any invoice or payment condition agreed by contracting parties (e.g. maturity date). Supplier is obliged to inform Customer about every change within 14 days before the change comes into force. The Supplier may charge a contractual penalty at 0.05% for outstanding due payment for each day of default.

Invoice is issued to the Customer upon his order and sent electronically free of charge; the Supplier issues a separate invoice for the order for issuing and charging EC, a separate pro forma invoice for the order for issuing and charging TRCs and EBCs, and one final invoice, which will contain the pro forma invoices summary for orders that have been shipped within one day. Sending paper invoices, if requested, is charged with CZK 50 for each paper invoice. The fee for issuing an EC is governed by the order for recharging funds to the corresponding electronic wallet unless otherwise agreed in writing.

If the Customer has repeatedly failed to pay its obligations within the due date over the past 12 months, the Supplier is entitled to shorten the due date compared to the agreed terms or to require the provision of a security. This does not apply if the contract was concluded within the framework of the performance of a public tender.

## 10. Inflation Clause

The Supplier shall be entitled to increase the price of all its performance once a year by the annual increase in the value of the Harmonised Index of Consumer Prices (HICP) announced by the Czech Statistical Office (hereinafter referred to as the „inflation rate“). The Supplier shall send the notification of the increase in the price of performance by the inflation rate to the Customer's contact e-mail or address. The increase in the prices of the performance by the inflation rate shall be effective from the 1st day of the calendar month following the month in which the price increase by the inflation rate was notified to the Customer. The price increase by the inflation rate is not a change to the Price List and is therefore not subject to the Customer's consent. If the Czech Statistical Office ceases to publish the HICP index, the Supplier may similarly use a reasonably similar index it selects for the purpose of calculating the increase in consumer prices by the inflation rate (e.g. the MUCIP index published by Eurostat).

## 11. Processing of Personal Data by Parties

The Customer acknowledges that the Supplier processes personal data, in the position of data controller, in contract performance because the Supplier determines the purposes and means of processing, i.e. decides what personal data he will process, in what ways and for what purposes. In the position of data controller the Supplier especially processes the identification and contact data of the persons acting on the Customer's side and other data necessary for the performance of the contract with the Customer, such as data necessary to fulfil the order or employee i.e. Card Holder data supplied by the Customer for the contract to be performed. The Supplier processes personal data in the position of data controller also where his processing of personal data is based on his legitimate interests, a consent or statutory duties, such as for marketing purpose or for purpose of protecting his claims. Detailed information on the processing of personal data by the Supplier is described in "Information on the processing of personal data" published on the Supplier's website <https://www.edenred.cz/ochrana-osobnich-udaju>. Entering into the contract, the Customer confirms that he is acquainted with the Information on the processing of personal data. The Supplier and the Customer confirm that they are not in the position of joint controllers towards each other.

The responsibility for processing the Customer's and users'/Card Holders' personal data as data controller lies with the Supplier. The Supplier processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the "Regulation"). The Supplier has adopted and maintains appropriate safeguards and security measures within the meaning of Articles 25 and 32 of the Regulation and keeps them up to date. Detailed information on the technical and organisational measures adopted shall be provided by the Supplier to the Customer upon request.

The full responsibility for the Customer's own processing of personal data in the position of data controller lies with the Customer.

If need be, the Parties must provide each other with all necessary cooperation and any information necessary for compliance with the rights of the data subjects whose personal data are processed by the parties.

## 12. Use of artificial intelligence

As part of its activities, Edenred may use artificial intelligence (AI) technologies in the provision of services or products, in the context of chat sessions/conversational agents, or in the context of Edenred's activities. Edenred is committed to complying with applicable laws and regulations regarding the use of AI, which includes ensuring the responsible, ethical, transparent, and trustworthy use of AI in its business activities.



### 13. Liability

If a complaint is filed in respect of the of services provided under these Terms and Conditions, the relations between the Customer and the Supplier are governed by the applicable legal regulations, the Supplier being obligated to respond to the complaint within 30 days and the Customer being obligated to file his complaint as soon as possible after learning about the error but no later than one month after receiving the order.

The Supplier may not be held liable for the quality of any service, goods or other benefit provided through Vouchers by third parties. Any complaint about the quality of such service, goods or other agreed benefit needs to be filed directly with the respective third party.

### 14. Final Provisions

The Terms and Conditions are governed by Czech laws, especially Act no. 89/2012 Sb., Civil Code, as amended. All disputes arising from the contract and these Terms and Conditions are to be primarily dealt with amicably; general courts of the Czech Republic have jurisdiction over a dispute which fails to be settled amicably.

The Parties agree that changes to these Terms and Conditions and the Price List may be effected as follows: the Supplier may propose changes, in particular in connection with changes in legal regulations or the business conditions in the relevant markets, in order to improve the quality of the service provided to customers and taking account of the Supplier's business goals. Changes to the Terms and Conditions or the Price List must be notified by the Supplier to the Customer's email specified in the contract, no later than 14 days prior to the date the change is expected to take effect. Unless the Customer rejects the proposed change in writing no later than the last business day prior to the expected date of effect, the Customer is conclusively presumed to consents to the change. The Parties have the right to terminate the contract by notice if a change to the Terms and Conditions or the Price List is rejected by the Customer in writing. This provision also applies to changes to the Price List.

Sections 556(2), 558(2), 564, 1740(3), 1751(2), 1752(2), 1799, 1800, 1978(2), 1805(2) and 2050 of Act no. 89/2012 Sb., Civil Code, as amended, are excluded from the contractual relation between the Customer and the Supplier. For the avoidance of doubt, it is made clear that no obligation under this Contract is a fixed obligation under Section 1980 of the Civil Code.

**These Terms and Conditions take effect on 16<sup>th</sup> September 2025**