

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

A.COMMON PART

I. INTRODUCTION PROVISIONS

1. The present General Conditions and Terms (GCTs) regulate the relationships between, and the mutual rights and obligations of Sodexo and the Client when cooperating under the Agreement.
2. The capitalised 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 and the annexes thereto.
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 **G**) that regulate the Product ordered by the Client under the Agreement.
4. The GCTs are issued by Sodexo in accordance with the provision under Section 1751 of the Commercial Code.
5. Any reference to a provision of a generally binding legal regulation (especially the Income Tax Act or the Commercial Code) shall be deemed to include a reference to any provisions replacing the original provision as long as the meaning of the original provisions is retained in terms of its content.

II. DEFINITIONS

Unless specified otherwise under the Agreement or the GCTs, the following terms shall carry the meaning assigned to them below:

Activated GPC/FPC denotes a GPC/FPC that been activated as set out under Art. XXIV / Art. XXXI / Art. XXXVIII of the GCTs.

AP denotes the Sodexo card named Active Pass. The AP in the form of a card is issued by Sodexo, it is owned by the Client and serves the Beneficiary as an authorization card to enter the Partner's Premises. The AP in the form of a card contains personalized security elements and is non-transferable.

Active Pass: includes sports and relaxation activities. The list of activities is published on the Sodexo website www.activepass.cz.

AP Plus is an extended version of the Active Pass basic product, issued on the same medium as the AP and is available for an additional charge.

Active Pass Plus: in addition to sports and relaxation activities, it also includes ENTERTAINMENT.

The rule of both AP variants is one entry once a day.

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, i.e., depending on the circumstances, using a Voucher or a GPC/FPC or within the Cafeteria or mojeBonusy Systems. As part of the Cafeteria System, the Beneficiary is the person defined under the previous clause, who will be specified as the recipient of the Benefit in the order placed by the Client via the Cafeteria system; each Beneficiary has their own person account in the Cafeteria system.

Benefit denotes a perk provided by the Client to their employees – Beneficiaries, and their family members or children and accompanying persons in the case of AP.

Benefit Scheme denotes a range of Benefits offered to the Beneficiaries along with the methods of winning Points within the Cafeteria System set up by the Client. The specifications are provided in the Implementation Study.

Security Code denotes a Card Holder's identification code used for the initial login into the System.

Point and **Extra Point** denote 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 Scheme. Both Points and Extra Points shall at all times remain valid for the periods individually agreed upon with the Client as set out in the Cafeteria Addendum; both Points and Extra points shall have the same value and unless specified otherwise under the present GCTs, the term Point shall also extend to any Extra Points.

Cafeteria is an electronic system for brokering employee Benefits, available at www.mojebenefity.cz.

Price List denotes Sodexo's relevant price list (or price lists) regulating the consideration Sodexo is entitled to in exchange for the services provided to the Client under the Contractual Documentation. The version of the Price List as in force on the date of establishment of the Agreement is provided under Annex 1 of the GCTs.

Date of Expiration of the GPC/FPC denotes the final date of the validity term of the GPC/FPC shown on the face of the card in the MM/YY format.

Date of Expiration of the Meal Credit denotes the date on which it ceases to be possible to use the Meal Credit when paying for the Benefits. The Date of Expiration of the Meal Credit is given in the Holder Access section of the system.

Date of Expiration of the FPC credit denotes the day, on which it ceases to be possible to use the FPC Credit when paying for the Benefits. The Date of Expiration of the FPC Credit is given in the Holder Access section of the system.

Cafeteria Addendum denotes an addendum to the Agreement regulating the service provision via the Cafeteria System concluded between Sodexo and the Client, which regulates the cooperation between the parties with regard to the provision of the Cafeteria System services.

mojeBonusy Addendum denotes an addendum to the Agreement regulating the service provision via the mojeBonusy System concluded between Sodexo and the Client, which regulates the cooperation between the parties with regard to the provision of the mojeBonusy System services.

Consultation Addendum denotes an addendum to the Agreement concluded between Sodexo and the Client, regulating the provision of advisory and consultation services by Sodexo to the Client.

Holder denotes a Beneficiary who is authorised to use the GPC/FPC under an agreement with the Client.

ePASS denotes a voucher generated by the electronic system operated by Sodexo, which allows the Beneficiary to make use of a specific Benefit with a specific Partner. The ePASS takes the form of (i) text messages, or (ii) PDF files, containing a unique code that serves as a unique identification and a security feature, and any other information as relevant.

Invoice 1 denotes the billing of Sodexo's Cafeteria System-related services to the Client.

Invoice 2 denotes the billing of the Benefits ordered by the Client and/or Beneficiary using the prices, as currently in force, listed in the Cafeteria system.

Benefits Invoice denotes the billing of the Benefits ordered by the Client against a List of Ordered Benefits within the mojeBonusy system.

Financial Services denote the financial services provided under an agreement entered into between a provider of the financial service concerned (e.g., financial advice, insurance brokering or pension insurance, etc.) and the Client under the Cafeteria system.

FPC is a plastic card with both a contact and a contactless chip, entitled Flexi Pass CARD issued by Sodexo, owned by the Client and used by the Holder to pay for goods or services within the meaning of Art. 6(9)(d) of Act No. 586/1992 Coll., on income taxes, in relation to leisure activities, which may include stays or trips within the meaning of Art. 1 of Act No. 159/1999 Coll., laying down certain conditions applicable to undertaking business and performing certain activities in the tourism domain, in relation to using services of certain physical education and sports facilities, in relation to contributions towards cultural and sporting events, in relation to using educational and preschool establishments, in relation to using healthcare establishments and in relation to paying the price for medicinal aids provided by persons authorised to do so. The FPC may be transferred from the Beneficiary to another person subject to the specifications and conditions under the Income Tax Act. The FPC contains personalised security features such as (i) the CVV/CVC code on the back of the card; and (ii) a personalised number and date of expiration of the FPC on the face of the card. The FPC may also contain the Beneficiary's name and surname and the Client's name.

FPC Credit denotes the equivalent in Czech Crowns of the value of the Benefits which may be paid using the FPCs and which has been credited to a certain FPC under an FPC Credit Order.

Cafeteria System Uptime Guarantee denotes a special arrangement (SLA, or Service Level Agreement) between Sodexo and the Client under the Cafeteria Addendum, which determines the guaranteed minimum Cafeteria server uptime (% of the Billing Period) for the needs of the Client, and related conditions (including the guaranteed response times).

mojeBonusy System Uptime Guarantee denotes a special arrangement (SLA, or Service Level Agreement) between Sodexo and the Client under the mojeBonusy Addendum, which determines the guaranteed minimum mojeBonusy system uptime (% of the Billing Period) for the needs of the Client, and related conditions (including the guaranteed response times).

GPC denotes a plastic card with both a contact and a contactless chip, entitled Gastro Pass CARD, issued by Sodexo, which is owned by the Client and used by the Holder to pay for the company staff catering services within the meaning of Art. 6(9)(b) and Art. 24(2)(j) point 4 of the Income Tax Act. The GPC is not transferable from the Beneficiary to any other person. The GPC contains personalised security features such as (i) the CVV/CVC code on the back of the card; and (ii) a personalised number and date of expiration of the GPC on the face side of the card. The GPC may also contain the Beneficiary's name and surname and the Client's name.

GPC/FPC denotes an internal register of a Partner's receivables maintained by Sodexo, to which payments are credited for the Benefits paid for to the Partner using the GPCs/FPCs.

Limit denotes any of the limits set by Sodexo for the use of the GPCs/FPCs, namely (i) the maximum amount of any one-off Benefit payment; (ii) the maximum aggregate amount of all daily Benefit payments; (iii) the maximum amount of a one-off top-up for Meal Credit/FPC Credit; (iv) the maximum amount of the Meal Credit/FPC Credit; and (v) the maximum Benefit payment for online payments.

Terminal denotes a terminal activated by Sodexo to accept GPCs/FPCs. As a term, Terminal also extends to any other technical methods that make it possible to pay for the Benefits using GPC/FPC Cards (e.g., tablet applications that support NFC-enabled payments) as long as the methods are accepted by Sodexo.

Online Ordering System or **SodexoPassOnline** denotes an online application (an e-shop), accessible at www.mojesodexo.cz, where Vouchers and/or other products may be ordered electronically.

Implementation Study denotes, as relevant, either Annex 2 to the Cafeteria Addendum, or Annex 1 to the mojeBonusy Addendum.

Client denotes a Client with or without a written Agreement.

Client Without a Written Agreement denotes a person purchasing Vouchers without an Agreement concluded.

Client With a Written Agreement denotes the person defined in the heading of the Agreement as the "Client".

Client Hotline denotes the 24/7 call centre at the following phone number 233 113 435. The purpose of the Client Hotline is to provide support to Clients and Holders in relation to using GPCs/FPCs subject to the conditions defined under the present GCTs.

Client Account denotes a Client's electronic user account set up in accordance with Art. XIV (1) of the GCTs that gives the Client a registered access to SodexoPassOnline.

Contact Person denotes the Client's contact person identified either under the Agreement or as provided for under Art. V (1) of the GCTs, who is authorised to act on behalf of the Client regarding all matters relating to the Agreement, except for picking up the consignments sent by Sodexo and placing orders. Unless the Client designates another (i) Contract Person for deliveries or (ii) another Contact Person for orders, the Contact person shall also be authorised to represent the Client in all matters associated with (i) picking up any consignments sent by Sodexo in association with the Agreement, including the taking over of GPC/FPC Cards, or (ii) orders addressed to Sodexo in association with the Agreement, which also includes GPC/FPC Orders, Meal Credit Orders and FPC Credit Orders.

Contact Person for Deliveries denotes the Client's contact person identified either under the Agreement, or as provided for under Art. V (1) of the GCTs, authorised to act on behalf of the Client regarding all matters associated with the taking over of consignments sent by Sodexo under the Agreement, including the taking over of GPC/FPC Cards.

Contact Person for Orders denotes the Client's contact person identified either under the Agreement, or as provided for under Art. V (1) of the GCTs, authorised to act on behalf of the Client regarding all matters associated with the orders addressed to Sodexo under the Agreement, including GPC/FPC Orders, Meal Credit Orders or FPC Credit Orders.

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.

Non-activated GPC/FPC/AP denotes a GPC/FPC/AP that has not yet been activated as

set out under Art. XXIV (7)/ Art. XXXI Par. 7 GCTs / Art. XXXVIII of the GCTs. Unless the GPC/FPC/AP has been activated, it may not be used to pay for Benefits. Unless expressly specified otherwise under the GCTs, a Non-activated GPC/FPC /AP shall be subject to the GPC/FPC/AP rules.

FPC Credit Order denotes an irrevocable request of the Client for an increase in the value of the FPC Credit either for one or more FPCs, made over the System.

GPC/FPC Order denotes an irrevocable request of the Client for the issue of one or more GPC/FPC Cards, made over the System.

Meal Credit Order denotes an irrevocable request of the Client for an increase in the value of the Meal Credit, made either individually or collectively for multiple GPCs over the System.

Order Form denotes a standardised form released by Sodexo and intended for placing orders in accordance with Art. X of the GCTs. The version currently in force of the Order Form is available in printed format from each Customer Centre.

Replacement GPC/FPC denotes a GPC/FPC issued as a replacement for an original GPC/FPC or a Replacement GPC/FPC. The Replacement GPC/FPC has a new number and a new Date of Expiration of the GPC/FPC. Unless expressly specified otherwise under the GCTs, the use of a Replacement GPC/FPC is subject to the same rules as those applicable to the GPC/FPC being replaced.

CC denotes Act No. 89/2012 Coll., Civil Code, as amended.

PIN denotes a four-digit personal identification code.

Complaint Conditions has the meaning assigned to the term under the Complaints Procedure.

Portfolio denotes all of the Client's GPC/FPC Cards, including Non-activated GPC/FPCs.

Vouchers denotes a voucher issued by Sodexo. For specific types of Vouchers see Art IX. of the GCTs, which, at the same time, defines the admissible purposes, for which every specific Voucher type is intended.

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.

Client's declaration denotes a statement, by whose signature the Client undertakes to allow the use of AP services only to authorised persons and expresses its consent to the subscription price of AP cards in accordance with categorising the authorized persons.

Contribution denotes the Client's share in the payment of the AP card subscription according to the Price List.

Client Access denotes electronic user access available to the Client within the System. The Client Access shows data and provides tools for the Client's administration of the GPC/FPC within the scope specified by Sodexo.

Holder Access denotes secured electronic user access available to the Holder within the System. The Holder Access shows data and provides tools for the Holder's administration of the GPC/FPC subject to the scope specified by Sodexo.

Complaints denotes the application, by the Client, of their rights vis-a-vis Sodexo using the procedure outlined under the Complaints Procedure.

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.

List of Ordered Benefits denotes, as relevant, a list of all individual Benefit Orders placed by Beneficiaries via the (i) Cafeteria System during the past Billing Period, which is saved in the Cafeteria System, or the (ii) mojeBonusy System for the past Billing Period, generated by the mojeBonusy System.

Agreement denotes the Agreement on the Brokering of Benefits, entered into in writing between Sodexo, SCO and the Client, as amended (especially by the Cafeteria Addendum, mojeBonusy Addendum and Consultation Addendum, if concluded by the Client). For Clients Without a Written Agreement concluded, the term denotes a sample Agreement model in its updated version released by Sodexo at www.sodexo.cz.

Contractual Documentation is a general term used for any of the documents below or for all of them together - the Agreement, GCTs, Complaints Procedure, Price List, Order Form, including any addenda and annexes thereto. If the Client has entered into a Cafeteria Addendum, a mojeBonusy Addendum or a Consultation Addendum with Sodexo, the Addenda shall be treated as integral parts of the Contractual Documentation.

Consumer denotes the Client who is regarded as a consumer as set out under Art. 419 of the CC.

Consumer Agreement is a general term used for any and all of the following documents provided that the documents have been entered into between Sodexo, as an entrepreneur, and the Consumer - the Agreement, the GCTs, any accepted Voucher Order as provided for under Art. X of the GCTs.

Meal Credit denotes the equivalent in Czech Crowns of the value of the Benefits that may be paid for using a certain GPC and which has been credited to a certain GPC against a Meal Credit Order.

Parties refers to Sodexo, SCO and/or the Client.

System denotes the electronic GPC/FPC administration system operated by Sodexo and accessible online.

Defects have the meaning assigned to the term under the Complaints Procedure.

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

Customer Centre denotes a Sodexo outlet listed at the website www.sodexo.cz.

ITA denotes Act No. 586/1992 Coll., on income taxes, as amended.

Billing Period denotes a period defined under the Cafeteria Addendum (or the mojeBonusy Addendum) 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 (Invoice 2, or the Benefits Invoice) by Sodexo.

III. Rights and obligations of Sodexo

1. Sodexo undertakes to develop the activity described under the present GCTs in order to allow the Client to provide the Beneficiaries with the Benefits set out under their Benefit Scheme.
2. Sodexo undertakes to carry out the activity set out under the Agreement with all due professional care and while respecting and preserving the Client's business interests and trade secrets.
3. Sodexo is not obligated to provide any other services to the Client under the Agreement than those expressly described under the present GCTs and the application of which is specifically determined under the Agreement.
4. Considering the nature of the scheme, which allows payment of the price for the Benefits using the payment methods set out under the GCTs, the Parties have agreed that in derogation from the provision under Article 2450 CC, Sodexo shall be entitled to a commission even if they act as a broker for the Partner, with whom the Client or the Beneficiary enters into an agreement on the sale or the provision of the Benefit.
5. 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, 2451 and 2452 CC shall not be applied.

6. Sodexo shall have the right to discontinue meeting the obligations incumbent upon them under the Agreement, or suspend the discharge of their duties if the Client is late meeting any of the obligations incumbent upon them under the Agreement.

IV. RIGHTS AND OBLIGATIONS OF THE CLIENT

1. The Client undertakes to pay to Sodexo the agreed-upon consideration for the activities under the present Agreement in the amount as set out in the Price List.
2. The Client undertakes to use the Products in a way that conforms to the Contractual Documentation and with a view of providing the Benefits to the Beneficiaries and/or their family members; 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 or their family members. If the Client breaches any of the obligations under the previous clause, Sodexo may withdraw from the Agreement.
3. A Client who is not a Consumer, confirms that they enter into the Agreement as an entrepreneur in the pursuit of their business; 2. that they are familiar with and consent to the wording of the Contractual Documentation.
4. The Client undertakes to inform Sodexo of any changes to their identification data that they are obligated to disclose to Sodexo under the Contractual Documentation.
5. In the event the Client is late with any payment under the Agreement, the Client shall be obligated to pay default payment interest on the amounts due at the rate determined by the generally binding regulations. Sodexo shall have the right to claim compensation from the Client for any damage caused by the Client's failure to honour any monetary debt, even if the damage is covered by the default payment interest. The provision under Article 1971 CC shall not be applied in such cases.
6. The Client understands that as part of their business Sodexo consistently applies the "[Code of Conduct for Business Partners](#)" and "[Statement of Business Integrity](#)", the full text of which, as in force, is available at the corporate website at www.sodexo.cz.

V. PARTIES' CONTACT DATA

1. Clients With Written Agreements must appoint a Contact Person, a Contact Person for Deliveries and a Contact Person for Orders. The Client is obligated to specify the names and identification data of these persons in the heading of the Agreement, or transmit the information to Sodexo during the term of the contractual relationship. The Client is obligated to make sure that Orders are exclusively placed by the Contact Person for Orders unless they are directly placed by a person authorised to act on behalf of the Client, whose authorisation may be checked by consulting a public register. The Client may change the aforementioned Contact Persons or their identification data without Sodexo's consent. The Client shall be obligated to inform Sodexo of any changes as specified above without undue delay in writing. The Client may effect such changes using SodexoPassOnline and using the Cafeteria System (tab "Messages") without informing Sodexo in any other way. The contact person in charge of any affairs associated with the operation of the Cafeteria System appointed by the Client as set out under Annex 1 to the Cafeteria

Addendum may also be replaced via the Cafeteria System.

2. The Client shall update the data on the Contact Person, the Contact Person for Deliveries and the Contact Person for Orders, as well as any related data as necessary in order to keep the information up-to-date. Sodexo shall not be liable for any loss caused by inaccurate or outdated data on the contact persons referred to above. Sodexo may also refuse to hand the Vouchers to a person, regarding whose appointment as the Contact Person for Deliveries the Client has not duly informed Sodexo as required.

VI. CONFIDENTIALITY AND TRADE SECRET

1. The content of the Contractual Documentation as well as all information transmitted or communicated to Sodexo (in writing or orally) in the context of the Contractual Documentation shall be deemed confidential unless expressly labelled by the Client as information excluded from the confidentiality obligation. Sodexo is not authorised to disclose or use such information in any way that goes against the Client's interests, including after the Agreement is terminated.

Any information, advice, opinions, analyses or any other written outcomes obtained by the Client in the context of the services provided by Sodexo under the Contractual Documentation are intended solely for the Client and must not be provided or disclosed by the Client to any third party without Sodexo's prior written consent.

3. The Parties must not disclose the text of the Agreement and of the Annexes thereto to any third parties and must adopt any reasonable action to prevent leaks of any information in the Agreement.

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 be without prejudice to the Parties' right to any damages and/or to their right to terminate the Agreement as provided for under the relevant provisions thereof.

All information the Parties mutually exchanged during the negotiations leading to the establishment of the Agreement shall be deemed confidential within the meaning of the provision under Art. 1730(2) of the CC, except for any information expressly meant to be disclosed.

6. Sodexo considers all information and facts on the concept of issuing and using the ePASSES, GPCs/FPCs and the Cafeteria System and the operation thereof to be their trade secret within the meaning of the provision under Article 504 of the CC. Consequently, the Client hereby undertakes to respect the confidentiality of any information on the cooperation between Sodexo and the Client, the publication or disclosure of which to a third party/parties could breach or compromise Sodexo's right to such trade secret. This shall be without prejudice to the provisions under the previous paragraphs of this Article VI of the GCTs on the confidentiality regarding the conditions and terms of the Agreement.

VII. TERMINATION OF THE AGREEMENT

1. The Agreement is entered into for an indefinite term. The Agreement may be terminated by written mutual consent of the Parties or by either Party serving a written notice of termination without a cause. The notice term is three (3) months stating on

the first day of the month following the month, during which the notice was delivered to the other Party either in person, or by registered mail or by fax. The notice shall have the effect of terminating all legal relationships established by the Agreement as of the effective date of the notice. However, the notice of termination of the Agreement shall not apply to any rights established during the term of the Agreement, particularly Sodexo's right to the payment of all Orders established during the term of the Agreement.

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, (iv) illegitimately compromises the name or the reputation of Sodexo or those of any related parties, or (v) interferes with any intellectual property rights of Sodexo or Sodexo's related parties, (vi) the Client fails to provide the necessary cooperation to Sodexo after prompted to do so in writing, (vii) the Client places no Voucher 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. The termination does not apply to any rights established during the term of the Agreement.

3. If the Agreement is terminated using any of the mechanisms above, the Parties are obligated to settle their mutual rights and obligations. Before the Agreement is terminated, the Parties are obligated to proceed in keeping with the Agreement i.e., the Client especially has the right to place Voucher Orders, or place Orders within the Cafeteria System and pay the relevant fees (commission) to Sodexo; however, the Client may not place any new GPC/FPC Orders during that period. The billing of the Orders under the Cafeteria System shall take place after the end of the last Billing Period in accordance with the Cafeteria Addendum. The identical settlement mechanism shall be applied with regard to GPCs/FPCs 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.XIII (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 a withdrawal from the Agreement has taken place as provided for under Art. VII (2) of the present GCTs, 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.

4. Where the Client uses the Cafeteria System, Sodexo may withdraw from the Agreement at any time if the Client breaches the Agreement in a grave manner. The notice term shall then start to run once the notice of termination is delivered to the Client and end on the last day of the Billing Period, during which the notice was delivered to the Client. Serious breach of the present Agreement by the Client denotes:

- i. Client's default of any payment due under the present Agreement exceeding 10 (in words: Ten) days;
- ii. breach of the provision under Art. VI of the GCTs; 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).
5. Where the Client uses the Cafeteria System the Client may withdraw from the Agreement at any time if Sodexo breaches the Agreement in a grave manner. The notice term shall then start to run once the notice of termination is delivered to Sodexo and end on the last day of the Billing Period, during which the notice was delivered. Serious breach of the Agreement (provided that the breach has been duly reported by the Client as specified under the Complaints Procedure) 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.VII of the GCTs shall apply to the expiration and termination of the mutual relationships between Sodexo and the Client.

VIII.

COMMON AND CONCLUDING PROVISIONS

1. The payment date with regard to any amount due by Sodexo is the date, on which the amount concerned is debited to Sodexo's bank account in order to be transferred to the Client's bank account.
 2. The Client undertakes not to use the concept of collaboration created by Sodexo, upon which the Agreement is based, for cooperating with third parties without Sodexo's prior written consent.
 3. The Client shall be liable to Sodexo for any harm, including non-property harm, Sodexo may sustain as a result of the Client breaching any of the obligations incumbent upon them under the Contractual Documentation.
 4. The Contracting Party that becomes entitled to damages ("**Entitled Party**") may also claim from the other Party ("**Obligated Party**") the compensation for any expenses duly incurred in association with the collection of the damages or with the collection of any receivables due under the Agreement, and the Obligated Party must compensate the Entitled party in full for such expenses within the time limit specified by the Entitled Party. The Entitled Party must provide the Obligated Party with evidence in support of the expenses incurred without undue delay after being prompted to do so.
 5. Neither party may transfer any receivables under the Agreement to a third party without the other Party's prior written consent. The Client may not offset their receivables against those of Sodexo.
 6. The Agreement and the GCTs shall only invoke the legal consequences expressed therein, as well as those directly arising out of the applicable law.
 7. Except for where (i) the procedure under Art. VIII (11) or (ii) electronic contracting within Sodexo's systems is concerned, any amendments and additions to the Contractual Documentation must be furnished in writing and signed by both Parties in order to apply. Also, the Client's debt arising out of the Agreement may only be waived in writing. Within the meaning of Article 1758 of the CC, the Parties have agreed that except for where the procedure under the first clause is concerned, they do not wish to adopt any undertakings unless the requirement for the written form is met.
8. 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.
 9. 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.
 10. The present GCTs may also be consulted, for instance, at Sodexo's headquarters and at the Client's application address at the mojebenefit website.
 11. 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 Contractual Documentation 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 withdraw from the Agreement in accordance with paragraph 1 above, in which case the Agreement shall be governed by the original text of the Contractual Documentation until it is terminated;
 - iii. Sodexo may only modify the Contractual Documentation 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 Vouchers GPCs/FPCs and ePASSes, (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 as per the Contractual Documentation 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.
 12. The Client consents to the inclusion of the personal data they provided in the Agreement including the personal data of their Contact Persons, Contact Persons for Deliveries and Contact Persons for Orders in Sodexo's database, where Sodexo acts as the administrator of the personal data, and to the subsequent processing of the data for: Sodexo's marketing purposes, i.e., offering products and services, including information on any events organised, products and other activities, as well as the sending of commercial communications via electronic devices as provided for under Act No. 480/2004 Coll., concerning certain information society services and amending certain acts, as amended, all of the above for the period until the consent is recalled, yet in any event during no more than 10 years, it being understood that other data may be added to the personal data referred to above on an ongoing basis.
 13. All of the personal data referred to above shall be processed by Sodexo in the form of an automated system database. The Client understands they have the rights specified under Articles 11, 12 and 21 of Act No. 101/2000 Coll., i.e. namely that the disclosure of the personal data is voluntary, that they may withdraw their consent at Sodexo's email - info.cz@sodexo.com at any time without being charged, that they have the right to have access to the personal data (if the Client requests information on the processing of their personal data, Sodexo is obligated to transmit the information to them without undue delay), the right to rectify the personal data and to block or remove any incorrect data, etc. In the event of any doubt regarding Sodexo's compliance with the rights, the Client may consult Sodexo and ask for a clarification as well as request that Sodexo or the processor remove any irregularities identified. This shall be without prejudice to the Client's right to lodge a complaint to the Office for Personal Data Protection.
 14. The settlement of complaints and claims lodged by Clients shall be governed by the Complaints Procedure, as in force, the text of which is available at Sodexo's website (www.sodexo.cz) and also at all Customer Centres.
 15. Where the Contractual Documentation requires that Sodexo inform the Client of any facts, Sodexo may do so by serving a written notification sent to the Client using regular post to the official address or the place of business of the Client, or by fax or email to the fax number and email, respectively, of the Client given in the Agreement, in any tax document or in any order as provided for under Article X of the GCTs. 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.
 16. When ordering Vouchers, the Client may opt for additional services. Sodexo undertakes to specify individual additional services, the description thereof as well as the conditions regulating the provision thereof; at the same time, information on such additional services shall be available from any Customer Centre.
 17. Where the Agreement refers to days, the references shall be deemed to be to calendar days unless it is expressly stated that any reference is to business days.
 18. The Contracting Parties shall be exempted from any liability for their failure to comply with their obligations, either in full or in part, if the failure has been caused by force majeure. Force majeure denotes any circumstances that arose after the establishment of the Agreement as a result of extraordinary events that could not be foreseen or averted by the Parties and that have an immediate impact on the performance of the subject of the Agreement or on the Parties' ability to comply with their contractual obligations.
 19. The assumptions resulting from Articles 1949, 1950 and 1952 and 1995 to 1997 of the CC concerning receipts and promissory notices shall not be applied under the legal relationship established by the Agreement.

B. VOUCHERS

This Part B of the GCTs shall apply to the legal relationship between Sodexo and the Client where the Client has expressed their interest in brokering services that are subject to the Vouchers regime under the Agreement and where they have committed to collecting any of the types of Vouchers.

IX.

SCOPE OF THE SERVICES PROVIDED AND USE OF Sodexo VOUCHERS

1. Vouchers may be used to pay for the following types of goods and services:

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.

Holiday 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. The Holiday Pass Voucher may not be separately used for transport valuables.

Relax Pass, within the meaning of Art. 6(9)(d) of the ITA, makes it possible to make use of the Benefit by using the physical education and sporting facilities, in the form of a contribution to cultural and sporting events or the possibility of purchasing books in paper form in the selected premises of contractual partners.

Smart Pass, within the meaning of Art. 6(9)(d) of the ITA, makes it possible to draw the Benefit in the form of using the services educational and preschool establishments.

Vital Pass, 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.

Flexi Pass is a universal Voucher encompassing the Holiday Pass, Relax Pass Smart Pass and Vital Pass services. If so agreed between the Parties, Flexi Pass may not cover the Holiday Pass service.

Focus Pass makes it possible to use services related to leisure activities or cultural and sporting events, educational events, vitamins, vitamin products and preparations of vaccinations. It encompasses the Holiday Pass, Relax Pass, Smart Pass and Vital Pass services. The services provided conform to Ministry of Finance Decree No. 353/2015 Coll., concerning the fund of social and cultural 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.

Bonus Pass makes it possible for the Benefit to be used in the form of non-monetary supplies and services (gifts, goods, services, etc.), while the Beneficiaries may be both employees of the Client and third parties.

2. Fore details on each of the types of Vouchers above, go to Sodexo's website (www.sodexo.cz).
3. The Benefit, which may be paid for by each type of the Voucher, is shown in each of the Vouchers. The Vouchers may not be used to pay for any goods or services other than those indicated above. 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.mujiypass.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.
6. The Client understands and acknowledges that Sodexo is not responsible for the quality of the goods and services paid for using the Vouchers, and that Sodexo may not be held accountable for any risks on the part of the Voucher holder that may be connected with

the use of the services or purchase of the goods from the Partners' outlets.

X. ORDERING THE VOUCHERS

1. Clients With Written Agreements may order the Vouchers via SodexoPassOnline, by filling out the Order Form and delivering the same in person to the Customer Centre or by fax or by email to info.cz@sodexo.com sent from the email address of the Contact Person for Orders. The Vouchers may also be ordered via the Cafeteria System; for details, see the Cafeteria Addendum or Part C of the present GCTs.
2. Clients Without Written Agreements may order the Vouchers via the Online Ordering System or by filling out the Order Form and delivering the same in person to the Customer Centre.
3. Each Voucher Order must especially contain data on the type and nominal value of the Vouchers ordered from Sodexo's updated offer and data on the ordered quantity by specific denominations. Each Voucher Order must further contain the Client's identification data, delivery address, the contact persons' Contact emails and phone numbers, data on the method of payment of Sodexo's fee and commission in accordance with Art. X (6) of the GCTs, the delivery method in accordance with Art. XII (2) of the GCTs and the Agreement Number. For Orders other than those placed within the Cafeteria System, each Order must clearly indicate the person placing the Order on behalf of the Client.
4. Sodexo shall not be liable for the resultant goods or services provided against any Client Order that contain irregularities or apparent misstatements.
5. 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.
6. 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:
 - i. when placing an Order via the SodexoPassOnline or the Online Ordering System, the advance invoice is automatically generated within the SodexoPassOnline or the Online Ordering System;
 - ii. when placing an Order via fax or email, the advance invoice is sent to the Client by fax or email to the fax number or email indicated in the Order.
7. For a bank transfer, the date of payment is the day, on which the amount is credited to Sodexo's bank account specified in the tax document concerned or in the advance invoice.
8. The provision under Art. X (6) and (7) above shall not apply to payments for Vouchers ordered via the Cafeteria System.
9. Sodexo may refuse to deliver any ordered Vouchers to the Client if the Client does not pay the fee in full or if they do not pay the fee in a timely fashion. For the avoidance of any doubt, this provision shall only be applied if the Client is supposed to pay the price in advance. Otherwise, the provision under Article 1912 of the CC shall be applied.

XI. PERSONALISATION

1. For Orders collected in paper format, Sodexo undertakes to provide the Client, when sending the Vouchers, with a service consisting in dividing the Vouchers into envelopes as requested by the Client using the relevant template provided in the SodexoPassOnline system and in accordance with the data indicated by the Client in the Order (hereinafter referred to as "**Voucher Personalisation**").

2. In order to use the Voucher Personalisation service, the Client undertakes to order the Vouchers via SodexoPassOnline subject to the conditions defined under Art. X.

XII. DELIVERY AND COLLECTION OF THE VOUCHERS

1. The ordered Vouchers will be delivered to the Client within five business days of the payment, in full, of the fee for issuing the Vouchers, to Client's delivery address indicated in the Agreement or in the Order, as long as the Order has been created within the SodexoPassOnline system, using the Order Form or within the Cafeteria System. Where the Client requires an earlier delivery of the Vouchers, Sodexo may charge an extra fee.
2. The delivery methods are as follows for deliveries made to a single destination within the Czech Republic:
 - i. by Czech Post for consignments worth up to CZK 50,000 (for cash on delivery, a so-called cash-on-delivery fee must be added to the amount).
 - ii. by courier for consignments worth up to CZK 140,000. For cash on delivery and Personalised Vouchers, the limit is reduced to no more than CZK 70,000, and a so-called cash-on-delivery fee is added).
 - iii. for consignments worth up to CZK 5,000,000, delivery by a Security Agency.
3. Sodexo may trust the delivery to a carrier of their own choosing. The transport costs are indicated in the Price List, and they apply to consignments below the thresholds specified under paragraph 2 above at all times.
4. The Client undertakes to make sure that at the time of transmitting the ordered Vouchers, the Contact Person for Deliveries or any other person authorised to do so signs the transfer certificate submitted by the person organising the Voucher delivery).
5. The Client may collect the Vouchers they have selected at a Customer Centre after paying the fee for issuing the Vouchers.

XIII. VALIDITY OF THE VOUCHERS

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 day falls on a public holiday or a Saturday or a Sunday, the last day on which the Vouchers may be returned is the following business day. 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. Sodexo undertakes to reimburse the Vouchers thus

returned by bank transfer to the Client's bank account given in the Agreement. In the existence of mutual receivables, Sodexo may offset their receivables from the Client against those of the Client from Sodexo.

3. The provision under Art. XIII (2) only applies to Clients who are not Consumers. The provision does not apply to Consumers, who may only use the Vouchers within the validity term thereof. After that, such Vouchers are invalid and their holders are not entitled to any refund.

XIV. CLIENT ACCOUNT

1. Sodexo undertakes to set up Client Accounts for Clients with Written Agreements, using the data contained in the Agreement and in the Order in accordance with Art. X of the GCTs unless the Client already has such an account. Following the acceptance of their Order pursuant to Art. X of the GCTs, Sodexo undertakes to set up a Client Account for a Client Without a Written Agreement, using the data contained in the Order, unless the Client already has such an account.
2. The Client shall be responsible for any acts and transfers, e.g., any changes of the Contract Persons and delivery addresses they make at their Client Account. The Client undertakes to protect the login data for their Client Account so as to prevent any misuse of the Client Account. Sodexo may not be held liable for any harm sustained as a result of the Client's errors or misuse of their login data.

XV. CLIENTS WITHOUT WRITTEN AGREEMENTS

Clients Without Written Agreements shall be subject to all of the conditions under the Contractual Documentation, as in force, unless it is expressly specified that the conditions exclusively apply to Clients with Written Agreements. A Client without a Written Agreement shall express their consent to the Contractual Documentation by placing their Order, as part of which they expressly confirm their familiarity with the effective version of the Contractual Documentation, and their consent to the text thereof. The effective version of the Contractual Documentation is available to Clients without Written Agreements in electronic format at www.sodexo.cz or any Customer Centre.

C. CAFETERIA

This Part C of the GCTs shall only apply to the legal relationship between Sodexo and the Client where the Client has undertaken to use the Cafeteria System and entered into the Cafeteria Addendum.

XVI. CAFETERIA SYSTEM, SODEXO'S OBLIGATIONS

1. Sodexo shall provide the Cafeteria System at the disposal of the Client and their employees. The Cafeteria System shall offer to the Client some of the human resources services specified below and allow the Client and their employees (the beneficiaries) to electronically order the Benefits over the respective logistic channels of the Cafeteria System (internal benefits, financial services, payments for the goods and services selected via a payment gateway, ePass, Sodexo Vouchers, GPC, FPC, etc.).
2. Within the Cafeteria System, the Beneficiaries shall pay for the Benefits using the Points credited to them by the Client. The prices of the Benefits will be indicated in the Cafeteria System using the Points system. The Client shall become obligated to

pay the fee for using the Cafeteria System (Invoice 1) and pay for the Benefits ordered by the Beneficiaries via the Cafeteria System subject to the conditions of the present GCTs (Invoice 2).

3. Sodexo undertakes to guarantee availability of the Cafeteria System subject to the conditions defined under the Cafeteria System Uptime Guarantee. Sodexo shall at all times inform the Client of any service shut-downs necessary with regard to the Cafeteria System and attempt to organise such shut-downs at suitable times with regard to the Client's Billing Period.
4. Sodexo shall develop maximum effort in order to ensure the system output of the Cafeteria System for the Client is accurate and conforms to the legislation in force, for the purposes of determining the correct salary deductions for specific Beneficiaries and assessing any additional tax on the part of the Client in their role of the employer. However, Sodexo shall not assume any liability for the correctness of the determinations and payments of any statutory payment, information and/or reporting obligations of the Client and/or Beneficiaries including the correctness of any tax, social security and health insurance calculations or calculations of any other charges and duties, also in consideration of the fact that the correctness of the output from the Cafeteria System depends on the correctness of the data entered by the Client and the Beneficiaries in the Cafeteria System.
5. 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.

XVII. SERVICES PROVIDED WITHIN THE CAFETERIA SYSTEM

1. The services provided to the Client under the present GCTs (and related documentation) by Sodexo are divided into the following basic categories:
 - Administration of Benefits and other HR services, including the setting of Cafeteria System reports as required by the Client. Counselling services related to the provision of employee benefits and related counselling services. Analysis, optimisation and communication of the Client's Benefit Scheme;
 - Brokering of the Benefits through various logistic channels as requested by the Client within the Cafeteria System
 - Set-up of the Cafeteria System at the mojebenefit website as requested by the Client and integration of the Cafeteria System within the Client's IT system.
2. As part of the services provided by Sodexo under the Agreement and the GCTs, the Client is entitled to:
 - an unlimited number of administrators (Company Administrator) of the Client's profile within the Cafeteria System;
 - service accounts administered by Sodexo; these accounts are solely reserved for the services to be provided by Sodexo to the Client and may not be used for making purchases or winning Points, but merely for providing support to the Client and the Beneficiaries, or for Sodexo to secure the agreed-upon HR services;
 - authorisation to revise the prices of the Benefits expressed in Points or Extra Points (this is, however, without prejudice to the price of the Benefits expressed in Czech Crowns charged to the Client under Invoice 2);
 - authorisation to determine the delivery date for the Benefits using the maximum

and minimum delivery time limits specified by the Cafeteria System for each Benefit;

- authorisation to edit the content of emails and screens within the Cafeteria System to support internal communication;
 - authorisation to edit the Beneficiaries' core data within the Cafeteria System;
 - authorisation to edit the Beneficiaries' Points and Extra Points;
 - authorisation to edit the buildings and corporate addresses (places of work of the Beneficiaries) for the purposes of deliveries of GPCs/FPCs and Sodexo Vouchers;
 - reporting available;
 - secured transmission of documents from and to Sodexo via the "Messages" tab within the Cafeteria System;
 - administration of GPCs/FPCs.
3. The services provided to the Client under the present GCTs (and related documentation) by Sodexo include:
 - setting the Cafeteria System pursuant to the Implementation Study;
 - commissioning the Cafeteria System for the Client as per the required parameters against the signature of the implementation handover certificate;
 - commissioning the Cafeteria System for the Client as per the required parameters against the signature of the application handover certificate;
 - Securing the operation and further upgrades of the Cafeteria System in line with the applicable legislation;
 - availability of the Cafeteria System in line with the Cafeteria System Uptime Guarantee;
 - technical support to Client's users and administrators (subject to the conditions agreed upon under the Implementation Study and at the prices given in Invoice 1);
 - expanding the Benefits and maintaining a high-quality Partner network. Unless agreed otherwise under the Agreement, Sodexo shall automatically activate new Benefits for the Client subject to the selected structure.

XVIII. ADMINISTRATION OF THE BENEFITS AND ADDITIONAL HR SERVICES

1. Administration of the Benefits is separately regulated under the Cafeteria System, including a detailed list of the Benefits available to specific Clients (or specific Beneficiaries). For details see a dedicated arrangement between the Parties under the Implementation Study.
2. The additional HR Services shall be treated under a contractual arrangement between the Parties as part of the Implementation Study.

XIX. ORDERING AND SUPPLYING THE BENEFITS

1. Sodexo shall make it possible for Beneficiaries to order the Benefits within the Cafeteria System as part of their Benefit Scheme and via the logistic channels selected by the Client under the Agreement. The Beneficiaries shall order and use the Benefits by applying the Points credited to them by the Client. Information on the prices of the Benefits (expressed in Points) and availability thereof may be consulted in the Cafeteria System. For detailed information on the method of ordering and using any specific Benefit, go to the Cafeteria System.
2. Sodexo undertakes to ensure the Cafeteria System registers all Benefit Orders during the Billing Period. During the Billing Period, the Beneficiary may select and order the Benefits within the Cafeteria System and cancel Benefit Orders subject to time limits

for cancellation of specific Benefit Orders. After the lapse of the Billing Period, the Cafeteria System will generate a List of Ordered Benefits.

3. 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 advance invoice is paid Sodexo shall issue Invoice 2.
4. The Benefits in the form of Sodexo Vouchers will be supplied after the end of the Billing Period in accordance with Art. XII Of the GCTs. The Benefits that entail paying for goods and services from the Partners will be supplied subject to the terms defined under the Cafeteria System. The Beneficiary shall be informed via the Cafeteria System that by ordering goods and/or services as foreseen under the present Article, they enter into a contractual relationship with the Partner concerned, and the Cafeteria System will require their consent thereto. The legal relationship between a Beneficiary and the Partner providing the goods and/or services ordered shall thus be governed by the Partner's specific conditions and terms.
5. The supplies of goods or services will therefore be provided by the Partners and Sodexo will not be liable for the quality of the Partners' goods and/or services. Neither shall Sodexo assume any liability for the potential risks that may be connected with the supplies of the Partners' goods and/or services to the Beneficiaries. The responsibility related to the supplies of such services and goods shall rest with the Partners at all times.
6. 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. All legal relationships relevant to Partners' supplies, i.e. supplies of the ordered goods and/or services to any Beneficiary, including the Partner's and Beneficiary's rights and obligations inherent therein, or any complaints, shall be the subject of the relationship thus established between the Partner and the Beneficiary (as a Consumer) once the respective Order for the goods and/or services concerned has been placed, except for the obligation to pay the price of the goods and/or services, which shall remain incumbent upon Sodexo, and except for any claims based on the Partner's non-performance, which may be applied by both the Beneficiary concerned and Sodexo.

XX. REQUIREMENTS FOR THE CAFETERIA SYSTEM AND IMPLEMENTATION OF THE CAFETERIA IT SYSTEM

1. The Client understands that in order to get access to the Cafeteria System, either the Client themselves and/or their employees will use electronic communication equipment connected to the Internet and a browser (namely the standard version of MS Internet Explorer, Mozilla, Chrome or Opera as currently supported by the manufacturer), which allows flash animations and Java scripts to be run smoothly. The Cafeteria System as well as the related data will be saved at the servers of Sodexo's Cafeteria System IT solution supplier, namely at the mojebenefit website available online.
2. The Client understands that the Cafeteria System may be secured by enabling a function that requires entering a password that meets certain safety parameters such as the minimum number of characters,

compulsory use of lower-case and upper-case letters and a numeral as well as a limited number of attempts to enter the password. Sodexo recommends that the Client activate this setting within the Cafeteria System in order to eliminate potential security risks.

D. MOJEBONUSY

This Part D of the GCTs shall only be applied to the legal relationship between Sodexo and the Client where the Client has undertaken to use the mojeBonusy System and entered into the mojeBonusy Addendum.

XXI. MOJEBONUSY SYSTEM, GENERAL PROVISIONS

1. Sodexo shall provide the mojeBonusy System at the disposal of the Client and their employees. The mojeBonusy System allows the Client and their employees (Beneficiaries) to electronically select specific employee Benefits (whether in kind or monetary) as part of the budget defined by the Client based on each specific Beneficiary's preferences.
2. As part of the Benefits brokered by Sodexo (Vouchers, Points within the Cafeteria System, etc.), the mojeBonusy System is used by the Client as a platform for generating Orders placed by the Client.
3. Sodexo provides the Client with a non-exclusive, geographically limited licence to use the mojeBonusy application for the term of existence of Sodexo's property rights to the application. The Client may only use the licence to select the form, in which the Employee Benefits are provided. By obtaining the licence the Client shall not acquire any title or any other rights to the application beyond the authorisation to use the application in the agreed-upon manner.
4. Unless stipulated otherwise under this Part D, the corresponding provisions of the present GCTs on the Cafeteria System shall apply mutatis mutandis.

XXII. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Based on the mojeBonusy Addendum, Sodexo shall conduct the basic setting and implementation of the mojeBonusy application as requested by the Client and make the mojeBonusy application accessible to the Client and their Beneficiaries by the agreed-upon date. Specific functional and non-functional requirements, time schedule, etc., are the subject of the Implementation Study.
2. Sodexo undertakes to operate the mojeBonusy System during the term of the mojeBonusy Addendum in such a way as to guarantee to the Client the mojeBonusy System availability specified under the mojeBonusy System Uptime Guarantee.
3. The Client shall upload data on the Beneficiaries in the mojeBonusy application by the agreed-upon date, including, without limitation, the specific amount credited, which each Beneficiary may use under the mojeBonusy application (i.e., decide on the form, in which the amount is provided).
4. Each beneficiary may select the method of using the amount credited to them by the agreed-upon date (final day of the Billing Period) in the mojeBonusy application.
5. After the end of each Billing Period, Sodexo shall provide the Client with aggregate data on the selections made by the Beneficiaries in the form of a List of the Ordered Benefits via the mojeBonusy system.
6. If Benefits brokered by Sodexo are selected, the Parties shall proceed on the basis of the order placed by the Sodexo's Client as

specified under the relevant provisions of Part B or C.

7. If the Client is late meeting their obligations under the mojeBonusy System, the time limits for Sodexo to meet their obligations shall be extended by the term of the Client's delay.
8. The Client undertakes to pay to Sodexo the fee specified under the Price List for the implementation, additional adjustments, ongoing maintenance and administration of the mojeBonusy System. The price for the Products and Benefits brokered by Sodexo shall be paid by the Client against the Benefits Invoice.
9. The mojeBonusy application may be used repeatedly for executing multiple campaigns. For repeated campaigns the Parties shall proceed similarly in accordance with paragraphs 3 to 8 of this Article.

E.GPC

This Part E of the GCTs shall only be applied to the legal relationship between Sodexo and the Client where the Client has undertaken to use the GPC system under the Agreement.

XXIII. GPC SYSTEM, GENERAL PROVISIONS

1. As part of its brokering activity, Sodexo organises a network of Partners, at whose outlets GPCs may be used for meals and shopping for food. The Partners are contractually bound to accept GPCs for the aforementioned purposes. The Client understands there may be certain changes in the network of Partners, and Sodexo reserves the right to make such changes. For updated lists of the Partners go to Sodexo's website (www.mujipass.cz). Sodexo Partners' outlet may also be marked with self-adhesive stickers showing the acceptance of GPCs.
2. Sodexo exclusively conducts its brokering activity by giving authorised Holders the option to pay the price of Benefits using GPCs, without being authorised or obligated to enter into any agreements on behalf of the Client or the Holder, concerning the purchase of such services or goods from the Partners.
3. The Client undertakes to pay to Sodexo a commission on the brokering services thus provided, namely a commission on each increase of the Meal Credit, which shall be calculated using the method indicated in the Price List. Sodexo's right to the commission shall at all times be established once a proper Meal Credit Order is placed. In the context of using the GPCs, the Client also undertakes to pay to Sodexo the other fees specified in the Price List.

XXIV. CONDITIONS APPLICABLE TO THE ISSUING AND ACTIVATING OF GPCS

1. The Client may require Sodexo to issue one or more GPC cards. By default, the cards are issued as Non-activated GPCs.
2. The process of issuing GPCs is as follows:
 - a. The Client expresses their interest in one or more GPC cards by filling out and submitting a GPC Order. As part of the GPC Order, the Client shall especially determine the number of GPCs to be issued and whether the GPCs to be issued are intended for specific Holders, or not.
 - b. Where the GPCs are to be issued for a specific Holder, the GPC Order must further specify (i) the Holder's unique ID data (name and surname, proof of ID); (ii) the method of delivery of the Non-activated GPCs, i.e., either to the Client or directly to the Holders; (iii) where the GPCs are to be sent directly to the Holders, the Holders' email addresses which serve

- as the means of the Holders' authentication within the System.
- c. Where the GPCs to be issued are not intended for specific Holders, they may only be sent to the Client's address. GPCs for specific Holders may be sent to the Client's address in an envelope inscribed with the names of the Holders, or directly to the Holders' addresses, by registered mail for delivery to the addressee only.
 3. Sodexo may charge the Client with a fee determined in accordance with the Price List for issuing and distributing the GPCs. The provision on the payment, invoicing and topping up of the Meal Credit under Art. XXV(4) of the GCTs shall be similarly applied to the payment, invoicing and issuing of GPCs.
 4. Unless another distribution interval is agreed upon, Sodexo shall collectively process the Client's GPC Orders, for which the distribution conditions have not been met during the previous calendar month.
 5. As a rule, GPCs are issued without the Meal Credit, which is only topped up against a Meal Credit Order. A Meal Credit Order may be placed at the time of placing a GPC Order, or—where relevant—at the time of placing any other Product Order (e.g., a Voucher Order).
 6. All responsibility for the GPCs and Meal Credits shall pass to the Client once the GPC 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).
 7. The GPCs may only be used if they have been activated and if the Holder has set their PIN. The Holder shall activate a Non-activated GPC as follows:
 - a. The Holder shall activate the card with the initial contact transaction with a Partner that accepts GPCs; as part of their contact transaction, the Holder enters the PIN they are going to use in the future.
 - b. Before the GPC is activated, its status in the System must be changed to "For Activation". The status change shall be executed:
 - i. for GPCs delivered to the Client's address, by the Contract Person after logging into the System and confirming reception of the GPC consignment,
 - ii. for GPCs delivered to the Holder's address, the Holder themselves after logging into the System.
 8. The Client understands and agrees that the GPCs are issued with certain default Limits the Client is not authorised to change.

XXV. CONDITIONS APPLICABLE TO THE TOPPING UP OF THE MEAL CREDIT

1. In the Client Access section, the Client may ask Sodexo to increase their Meal Credit, both with regard to specific GPCs and collectively for the entire Portfolio, at all times against a Meal Credit Order.
2. In a Meal Credit Order, the Client shall especially determine for which GPCs the Meal Credit is to be increased and by what amount.
3. Sodexo may charge a fee for the topping up of the Meal Credit using the method agreed upon under the Agreement, at the amount specified in the Price List.
4. Provided the Meal Credit Order is correct, once they receive the Order, Sodexo shall issue an invoice for the Client stating the amount due that corresponds to the required Meal Credit top-up amount increased by the respective Meal Credit Order fee. The Client undertakes to pay the amount thus invoiced by wire transfer to Sodexo's account indicated in the invoice. Once the invoiced amount is paid, Sodexo undertakes to increase the Meal Credit without undue delay. To the extent that the

Client uses the Cafeteria System for GPC 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.

5. A Meal Credit Order may not be placed in favour of a Holder, for whom the System does not register any GPC card. If there is no Activated GPC card for the Holder concerned, the Client is asked to place a GPC Order along with their Meal Credit Order.

XXVI. USING THE GPCS

1. Sodexo undertakes to ensure that it will be possible to use the Meal Credit to pay for catering services and for food purchased from the outlets of the Partners who accept GPCs.
2. The GPCs may only be used with Partners within the territory of the Czech Republic. These Partners may be identified with the GPC sticker. For an updated list of the Partners, go to www.muypass.cz.
3. GPCs may not be used to withdraw cash from cash machines or to use the cash-back service with selected Partners.
4. Every time a Benefit is paid for using a GPC, the related Meal Credit will be reduced by an amount that corresponds to the price of the Benefit, and the balance of the GPC Account of the Partner concerned shall be increased by the same amount. The transaction must take place using the legal currency of the Czech Republic.
5. When paying for a Benefit using a GPC, the transaction is subject to online authorisation and the Holder must proceed as follows:
 - a. the Holder must always enter the PIN code, except for below-threshold contactless payments (up to CZK 500),
 - b. for online payments, the Holder must enter the CVV/CVC security code (shown at the back of the card).
6. Unless the use of a GPC may be verified using the procedure under paragraph 5 above, it will be impossible to pay for the Benefit using the GPC. The same applies where the Partner finds out that
 - a. the produced GPC is invalid or has been clearly altered, counterfeited or tampered with in any other illegitimate manner,
 - b. the produced GPC has been issued for a different person than that producing it, provided that the GCP shows the name of the Holder, or
 - c. the GPC is about to be used by the Holder to pay for goods/services other than the Benefit concerned.
7. Sufficient Meal Credit must be present to pay for a Benefit.
8. If the Holder forgets, or wishes to change their PIN, they shall reset the PIN in the System and set a new PIN as part of the upcoming contact transaction (similarly to what the case is for the initial GPC card activation and setting of the PIN).
9. The Holder is obligated to keep the GPC card at a safe place, separate from their proofs of ID, and protect it against loss, misuse and mechanical and thermal damage.
10. The Holder is responsible for safeguarding their PIN. Sodexo shall not be liable for any damage caused by the disclosure of the PIN.
11. Even an unintentional breach of the set security rules applying to the use of GPCs is regarded as gross negligence.

XXVII. CONDITIONS APPLYING TO GPC ADMINISTRATION

1. As part of administering the GPCs issued for the Client, Sodexo provides the Client with the following services: a. Administration of Client Access and Holder Access, b. GPC Blocking, c. GPC Cancellation, d. GPC

Renewal, e. Card Personalisation, and f. SMS services, and the Client undertakes to pay to Sodexo the fees specified in the Price List in return for the provision of the aforementioned services .

2. The "Client Access and Holder Access" services are subject to the following:

- a. Sodexo undertakes to provide the Client, as part of the Client Access service, with services that make it possible for the Client to use the access in accordance with the GCTs, especially with a view to administering their GPCs and getting more information on the use of the GPCs as specified by Sodexo and as relevant to the specific user rights concerned.
- b. As soon as they receive a GPC Order, Sodexo undertakes to take any action to allow the Holders, for who the GPCs are issued, to use the Holder Access service. For this purpose, Sodexo specifically undertakes to send to the Holders, as part of the card consignment, a Security Code, login data, guidelines for the safe use of the GPCs and a manual to log in, and further to provide the Holders, as part of the Holder Access, with services that will make it possible for them to use the access in accordance with the GCTs, especially with a view to administering their GPCs and getting more information on the use of their GPCs as specified by Sodexo and as relevant to the specific user privileges concerned.
- c. As part of the Client Access, the Client may especially apply the procedures given therein to place GPC Orders, Meal Credit Orders and file GPC Blocking, Unlocking and Cancellation requests.
- d. In relation to the GPC used by them, the Holder may, as part of the Client Access, use the procedures given therein to file GPC Blocking and Unblocking requests, reset their PIN, all of the above on behalf of the Client.
- e. As part of the Client Access, the Client may set various user privileges for specific persons, namely (i) administrator privileges (with the Contact Person's privileges and the right to determine other authorised persons on the part of the Client); (ii) privileges of the Contact Person for Deliveries, who is authorised to take over GPC card consignments, confirm the receipt in the System and change the GPC status for the Client's designated distribution point; (iii) privileges of a special Contract Person for Deliveries, who, beyond the rights of the person given under (ii) above also has the right to place GPC Orders and Meal Credit Orders; (iv) privileges of a special Contact Person with individually defined user privileges (where this option has been agreed upon between the Client and Sodexo).
3. The "GPC Blocking" services are subject to the following conditions:
 - a. Sodexo is obligated to block a GPC, thereby making it temporarily impossible for the card to be misused at a request of the Client or the Holder, if the Sodexo receives information on a loss, theft, misuse or unauthorised use of the GPC from the Client or the Holder. The Client may request the blocking of any GPC that has been issued to them against a GPC Order. The Holder may only request the blocking with regard to the GPC they use.
 - b. Sodexo may also block GPCs without being prompted to do so as provided for under letter a. of this paragraph in the interest of preserving the security of the GPCs, especially in the event of suspected fraudulent use of the GPCs, or if Sodexo registers receivables from the Client and the Client fails to honour such debts in spite of Sodexo's payment requests.

- c. The request under a. in this paragraph may be lodged by the Client via the Client Access, the Client Hotline, or using any other channel communicated to the Client to this end at the time of the issue of the GPCs. When using the Client Hotline, the Client must identify themselves by entering their name and surname, name of the Client and indicating their role (such as administrator), and possibly by entering other identification data as may be requested by Sodexo.
- d. The request under a. in this paragraph may be lodged by the Holder via the Holder Access, by telephone over the Client Hotline, or using any other channel communicated to the Holder to this end at the time of the transmission of the GPC (e.g., by a text message or via a mobile application). When using the Client Hotline, the Holder must identify themselves by entering their name and surname, the Client's name and their Security Code.
- e. Sodexo undertakes to complete the blocking as soon as the GPC Blocking request is made via the Holder Access/Client Access; if the request is made via the Client Hotline, Sodexo undertakes to effect the blocking immediately after that.
- f. Once the reasons for the GPC Blocking initiated by Sodexo cease to apply, Sodexo is obligated to unblock or replace the GPC concerned with a Replacement GPC.
- g. The GPC Unblocking request in respect of a GPC blocked at the Client's request can only be made by the Client. The GPC Unblocking request in respect of a GPC blocked at the Holder's request can be made by the Client or the Holder. Sodexo undertakes to unblock the GPC or initiate action leading to the issue of a Replacement GPC on the first business day after the request is entered. Sodexo is entitled to charge a fee determined in accordance with the Price List for the unblocking of any GPC or for the issue of a Replacement GPC.
4. As part of the "GPC Cancellation" service, Sodexo is obligated to cancel the GPC concerned thus making the use of the card permanently impossible:
- at the Expiration Date of the GPC, unless an automatic GPC renewal has been set;
 - as soon as they are prompted to do so by the Client by entering a request via the Client Access (so-called immediate forced expiration),
 - on a certain date that comes before the Date of Expiration of the GPC, namely at the Client's request entered via the Client Access (so-called deferred forced expiration), or
 - in the event the Agreement is terminated.
5. As part of the "SMS Services", Sodexo undertakes to provide Holders who subscribe to this services with SMS information on their ongoing Meal Credit balance and the Date of Expiration of their GPC, on Meal Credit top-ups, etc. Sodexo may charge fees as specified in the Price List, as in force, for the provision of such services. The above services may not be provided unless the Client has activated the service and unless the Holder's phone number, from which the SMS Services will be used, has been registered.
- of each GPC of the approaching Date of Expiration of the GPC via the Client Access or using any other channel (e.g., via the email address of the Contact Person in charge). At the time of the notification, the Client shall also be provided with a list of GPCs to be automatically renewed, along with information on the deadline by which the Client may modify the list.
3. Unless the Client decides otherwise via the Client Access, Sodexo shall issue and deliver to the Client at least one week before the Date of Expiration the Replacement GPCs in accordance with the aforementioned list of GPCs to be automatically renewed. The Replacement GPCs shall be delivered and activated in the same way as was the case for the original GPCs.
4. The Client understands that the Meal Credit at a cancelled GPC that has not been replaced by a Replacement GPC shall be deemed used up after the lapse of three months and the Client shall not have the right to claim any compensation for the Meal Credit that has not been used up.
5. The Client understands that the topping up of the Meal Credit does not amount to the establishment of an Account Agreement within the meaning of Article 2670 et seq. of the CC, and therefore any expression of their will of this kind may not be construed in that way. The Client further acknowledges that the right to use the Meal Credit is time-limited by the Date of Expiration of the Meal Credit. The Client shall use up the Meal Credit, or any part thereof at the latest by the Date of Expiration thereof. Failing that, the resultant balance of the Meal Credit on the Date of Expiration shall be regarded as fully used up and the Client shall not have the right to claim any compensation from Sodexo for any unused portion of the Meal Credit.
- Sodexo undertakes to notify the Client and the Holder at the latest 30 days before the Date of Expiration of the Meal Credit of the approaching Date of Expiration of the Meal Credit and of the portion of the Meal Credit about to expire, via the Client Access or Holder Access, or using any other communication channels as appropriate (e.g., using the email of the Contact Person concerned or by sending a text message to the Holder).

XXIX. RELATED RIGHTS AND OBLIGATIONS

- The Client shall be liable for any consequences of the Holder's actions or omissions.
- The Client shall be obligated to make sure the GPCs are used in keeping with the conditions defined in the GCTs, and specifically to adopt any reasonable action, as soon as they receive the GPCs, to protect the personalised security features of the cards, and provide for the Holders doing the same. At the same time, the Client shall be obligated to make sure that Sodexo is promptly notified via the Client Hotline or the Client Access of any loss, theft or misuse of the GPCs as soon as any of them is identified. The Client undertakes to familiarise the Holder with the GCTs and the safe use practice for the cards and make sure that individual Holders meet the obligations contained therein in a proper and timely fashion.
- The application of any tax advantages connected with the use of the GPCs is left entirely at the discretion and responsibility of the Client and is specifically subject to the ITA.
- The Client understands and acknowledges that Sodexo is not responsible for the quality of the goods and services paid for by the

XXVIII. VALIDITY OF GPCS AND MEAL CREDITS

- A GPC issued to the Client is valid until its Date of Expiration. By default, the validity period of the card is 3 years.
- Sodexo undertakes to notify the Client at least 30 days before the Date of Expiration

GPCs, and that Sodexo may not be held accountable for any risks on the part of the Client or the Holder that may be connected with the use of the services or goods purchased from the Partners' outlets.

- The Client represents they are authorised to provide to Sodexo the personal data of their Holders and Contact Persons, which they are obligated to transmit to Sodexo under the GCTs for the purpose of providing the services and for marketing purposes connected with the GPCs. To this end, the Client is obligated to demonstrably obtain from the Holders and Contact Persons their consents to such processing of their personal data, and produce such consents to Sodexo on request. In this context, the Client as a data administrator, undertakes to enter into the relevant Data Processing Agreement with Sodexo as the processor.
- The Client represents and warrants that the Holders' and Contact Persons' data provided is correct and true.
- Sodexo is liable to the Client for:
 - duly issuing the GPCs as per GPC Orders;
 - duly topping up the Meal Credits as per Meal Credit Orders;
 - duly paying for the Benefits via the GPCs.
 If the Client is convinced Sodexo does not comply with their obligations in this respect, the Client may lodge a Complaint.

F. FPC

This Part F of the GCTs shall only be applied to the legal relationship between Sodexo and the Client where the Client has undertaken to use the FPC system under the Agreement.

XXX. FPC SYSTEM, GENERAL PROVISIONS

- As part of its brokering activity, Sodexo organises a network of Partners, at whose outlets FPCs may be used. The Partners are contractually bound to accept FPCs for the aforementioned purposes. The Client understands there may be certain changes in the network of Partners, 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 self-adhesive stickers showing the acceptance of FPCs.
- Sodexo exclusively conducts its brokering activity by giving authorised Holders the option to pay the price of Benefits using FPCs, without being authorised or obligated to enter into any agreements on behalf of the Client or the Holder, concerning the purchase of such services or goods from the Partners.
- The Client undertakes to pay to Sodexo a commission on the brokering services thus provided, namely on each increase of the FPC Credit, with the commission amount to be calculated using the method indicated in the Price List. Sodexo shall at all times become entitled to the commission once a proper FPC Credit Order is placed. In the context of using the FPCs, the Client further undertakes to pay the other fees specified in the Price List to Sodexo.

XXXI. CONDITIONS APPLICABLE TO THE ISSUING AND ACTIVATING FPCS

- The Client may require Sodexo to issue one or more FPC cards. By default, the cards are issued as Non-activated FPCs.
- The process of issuing FPCs is as follows:
 - The Client expresses their interest in issuing one or more FPC cards by filling out and submitting an FPC Order. As part of the FPC Order, the Client shall especially determine the number of FPCs to be issued and whether the FPCs to be issued are

- intended for a specific Holder, or not.
- b. If the FPC is supposed to be issued for a specific Holder, the FPC Order must further specify (i) the Holder's unique ID data (name and surname, ID); (ii) the method of delivery of the Non-activated FPCs, i.e., either to the Client or directly to the Holder; (iii) where the FPCs are to be sent directly to the Holder, the Holder's email address which serves as means of authentication of the Holder within the System.
 - c. Where the FPC to be issued is not intended for a specific Holder, it may only be sent to the Client's address. FPCs for specific Holders may be sent to the Client's address in an envelope inscribed with the name of the Holder, or directly to the Holder's address, by registered mail for delivery to the addressee only.
3. Sodexo may charge the Client with a fee determined in accordance with the Price List for the issuing and distribution of FPCs. Unless a different regular distribution interval has been agreed upon, Sodexo shall collectively process for the Client FPC Orders, for which the distribution conditions have not been met during the previous calendar month.
 4. The regulation on the payment, invoicing and topping up of the FPC Credit under Art. XXXII(4) of the GCTs shall be similarly applied to the payment, invoicing and issuing of FPCs.
 5. As a rule, FPCs are issued without any FPC Credit, which may only topped up against an FPC Credit Order. An FPC Credit Order may be placed at the time of placing an FPC Order, or—where relevant—with any other Product Order (e.g., a Voucher Order).
 6. All responsibility for the FPCs and FPC Credits shall pass to the Client once the FPC 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).
 7. The FPCs may only be used if they have been activated and if the Holder has set their PIN. The Holder shall activate a Non-activated FPC as follows:
 - a. The Holder shall activate the card with the initial contact transaction made with a Partner that accepts FPCs; as part of the contact transaction, the Holder enters the PIN they are going to use in the future.
 - b. Before activating the FPC, the card's status in the System must be changed to "For Activation". The status change shall be executed:
 - i. for FPCs delivered to the Client's address, by the Contract Person after logging into the System and confirming reception of the FPC consignment;
 - ii. for FPCs delivered to the Holder's address, by the Holder themselves after logging into the System.
 8. The Client understands and agrees that the FPCs are issued with default Limits the Client is not authorised to change.
- XXXII. CONDITIONS APPLICABLE TO THE TOPPING UP OF THE FPC CREDIT**
1. Within the Client Access, the Client may ask Sodexo to increase their FPC Credit, both with regard to specific FPCs and collectively for the entire Portfolio, at all times against FPC Credit Orders.
 2. In an FPC Credit Order, the Client shall especially determine the FPCs, for which the FPC Credit is to be increased and by what amount.
 3. Sodexo may charge a fee for the topping up
- of the FPC Credit using the method agreed upon under the Agreement and at the amount specified in the Price List.
4. Provided the FPC Credit Order is correct, once they receive the Order, Sodexo shall issue an advance invoice for the Client stating the amount due that corresponds to the required FPC Credit top-up amount increased by the respective fee for the FPC Credit Order. The Client undertakes to pay the amount thus invoiced by wire transfer to Sodexo's account given in the advance invoice. Once the invoiced amount is paid, Sodexo undertakes to correspondingly increase the FPC Credit without undue delay. To the extent that the Client uses the Cafeteria System for FPC 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.
 5. An FPC Credit Order may not be placed in favour of a Holder, for whom the System does not register any FPC card. If there is no Activated FPC card assigned to the Holder concerned, the Client is required to place an FPC Order along with their FPC Credit Order.
- XXXIII. USING THE FPCS**
1. Sodexo undertakes to ensure it will be possible to use the FPC Credit with the Partners accepting FPCs to pay the price of the Benefits that may be bought using the FPCs.
 2. The FPCs may only be used with Partners within the territory of the Czech Republic. The Partners may be identified with the FPC sticker.
 3. FPCs may not be used to withdraw cash from cash machines or to use the cash-back service with selected Partners.
 4. Every time a Benefit is paid for using an FPCs, the related FPC Credit will be reduced by an amount that corresponds to the price of the Benefit, and the balance of the FPC Account of the Partner concerned shall be increased by the same amount. The transaction must take place using the legal currency of the Czech Republic.
 5. When paying for a Benefit using an FPC, an online authorisation process is run for the transaction and the Holder must proceed as follows:
 - a. the Holder must always enter the PIN code, except for below-threshold contactless payments (up to CZK 500),
 - b. for online payments, the Holder must enter the CVV/CVC security code (shown at the back of the card).
 6. Unless the FPC to be used may be verified using the procedure under paragraph 5 above, it will be impossible to pay for the Benefit using the FPC. The same applies where the Partner finds out that
 - a. the FPC produced is invalid or has clearly been altered, counterfeited or tampered with in any other illegitimate manner,
 - b. the FPC produced has been issued for a different person than that producing it, provided that the Holder's name is shown on the FPC card, or
 - c. the FPC is about to be used by the Holder to pay for any other goods/services than the Benefit concerned.
 7. Sufficient FPC Credit must be available to pay for a Benefit.
 8. If the Holder forgets or wishes to change their PIN, they shall reset the PIN in the System and set a new PIN as part of the upcoming contact transaction (similarly to what the case is for the initial FPC card activation and setting of the PIN).
9. The Holder is obligated to keep the FPC card at a safe place, separate from their proofs of IDs, and protect it against loss, misuse and mechanical and thermal damage.
 10. The Holder is responsible for safeguarding their PIN. Sodexo shall not be liable for any damage caused by the disclosure of the PIN.
 11. Even an unintentional breach of the set security rules applying to the use of FPCs is regarded as gross negligence.
- XXXIV. CONDITIONS APPLYING TO FPC ADMINISTRATION**
6. As part of administering the FPCs issued for the Client, Sodexo provides the Client with the following services: a. Administration of Client Access and Holder Access, b. FPC Blocking, c. FPC Cancellation, d. FPC Renewal, e. Card Personalisation, and f. SMS services, and the Client undertakes to pay to Sodexo the fees specified in the Price List in return for the provision of the aforementioned services .
 7. The "Client Access and Holder Access" services are subject to the following:
 - a. Sodexo undertakes to provide the Client, as part of their Client's Access, with services that make it possible for the Client to use the access in accordance with the GCTs, especially with a view to administering their FPCs and getting more information on the use of the FPCs as specified by Sodexo and as relevant to the specific user rights concerned.
 - b. As soon as they receive an FPC Order, Sodexo undertakes to take any action to allow the Holders, to whom the FPCs are to be issued, to use the Holder Access service. For this purpose, Sodexo specifically undertakes to send to the Holders, as part of the card consignment, a Security Code, login data, guidelines for the safe use of the FPCs and a manual to log in, and further to provide the Holders, as part of the Holder Access, with services that will make it possible for them to use the access in accordance with the GCTs, especially with a view to administering their FPCs and getting more information on the use of the FPCs as specified by Sodexo and as relevant to the specific user rights concerned.
 - c. As part of the Client Access, the Client may especially apply the procedures given therein to place FPC Orders, FPC Credit Orders and enter FPC Blocking, Unlocking and Cancellation requests.
 - d. In relation to the FPC used by them, the Holder may, as part of the Client Access, use the procedures given therein to enter FPC Blocking and Unblock requests, reset their PIN, all of the above on behalf of the Client.
 - e. As part of the Client Access, the Client may set various user privileges for specific persons, namely (i) administrator privileges (with the Contact Person's privileges and the right to determine other authorised persons on the part of the Client); (ii) privileges of the Contact Person for Deliveries, who is authorised to take over FPC card consignments, confirm the receipt in the System and change the FPC status for the Client's designated distribution point; (iii) privileges of a special Contract Person for Deliveries, who, beyond the rights of the person given under (ii) above also has the right to place FPC Orders and FPC Credit Orders;

- (iv) privileges of a special Contact Person with individually defined user privileges (where this option has been agreed upon between the Client and Sodexo).
8. The "FPC Blocking" services are subject to the following conditions:
- Sodexo is obligated to block an FPC, thereby making it temporarily impossible for the card to be misused at a request of the Client or the Holder, if Sodexo receives information on a loss, theft, misuse or unauthorised use of the FPC from the Client or the Holder. The Client may request the blocking of any FPC that has been issued to them against an FPC Order. The holder may only request the blocking with regard to the FPC they use.
 - Sodexo may also block FPCs without being prompted to do so, as provided for under letter a. of this paragraph, in the interest of preserving the security of the FPCs, especially in the event of suspected fraudulent use of FPCs, or if Sodexo registers receivables from the Client and the Client fails to honour such debts in spite of Sodexo's payment requests.
 - The request under a. in this paragraph may be lodged by the Client via the Client Access, the Client Hotline, or using any other channel communicated to the Client to this end at the time of the issue of the FPCs. When using the Client Hotline, the Client must identify themselves by entering their name and surname, name of the Client and indicating their role (such as administrator), and possibly by entering other identification data as may be requested by Sodexo.
 - The request under a. in this paragraph may be lodged by the Holder via the Holder Access, by telephone over the Client Hotline, or using any other channel communicated to the Holder to this end at the time of the transmission of the FPC (e.g., by a text message or via a mobile application). When using the Client Hotline, the Holder must identify themselves by entering their name and surname, the Client's name and their Security Code.
 - Sodexo undertakes to complete the blocking as soon as the FPC Blocking request is made via the Holder Access/Client Access; if the request is made via the Client Hotline, Sodexo undertakes to effect the blocking immediately after that.
 - Once the reasons for the FPC Blocking initiated by Sodexo cease to apply, Sodexo is obligated to unblock or replace the FPC concerned with a Replacement FPC.
 - The FPC Unblocking request in respect of a FPC blocked at the Client's request can only be made by the Client. The FPC Unblocking request in respect of an FPC blocked at the Holder's request can be made by the Client or the Holder. Sodexo undertakes to unblock the FPC or initiate action leading to the issue of a Replacement FPC on the first business day after the request is entered. Sodexo may charge a fee determined in accordance with the Price List for the unblocking of an FPC or for the issue of a Replacement FPC.
9. Under the "FPC Cancellation" service, Sodexo is obligated to cancel the FPC concerned thus making the use of the card

permanently impossible:

- at the Expiration Date of the FPC, unless an automatic FPC renewal has been set;
 - as soon as they are prompted to do so by the Client by entering a request via the Client Access (so-called immediate forced expiration),
 - on a certain date that comes before the Date of Expiration of the FPC, namely at the Client's request entered via the Client Access (so-called deferred forced expiration), or
 - in the event the Agreement is terminated.
10. As part of the "SMS Services", Sodexo undertakes to provide the Holders who subscribe to this service with SMS notifications on their ongoing FPC Credit balance and the Date of Expiration of their FPCs, on FPC Credit top-ups, etc. Sodexo may charge fees as specified in the Price List, as in force, for the provision of such services. The above services may not be provided unless the Client has activated the service and unless the Holder's phone number, from which the SMS Services will be used, has been registered.

XXXV. VALIDITY OF FPCs AND FPC CREDITS

- An FPC issued to the Client is valid until the FPC's Date of Expiration. By default, the validity period of the card is 3 years.
- Sodexo undertakes to notify the Client at least 30 days before the Date of Expiration of each FPC of the approaching Date of Expiration of the FPC via the Client Access or using any other channel (e.g., via the email address of the Contact Person in charge). At the time of the notification, the Client shall also be provided with a list of FPCs to be automatically renewed, along with information on the deadline, by which the Client may modify the list.
- Unless the Client decides otherwise via the Client Access, Sodexo shall issue and deliver to the Client at least one week before the Date of Expiration the Replacement FPCs in accordance with the aforementioned list of FPCs to be automatically renewed. The Replacement FPCs shall be delivered and activated in the same way as was the case for the original FPCs.
- The Client understands that the FPC Credit at a cancelled FPC that has not been replaced by a Replacement FPC shall be regarded as used up after the lapse of three months and the Client shall not have the right to claim any compensation for the unused portion of the FPC Credit.
- The Client understands that 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 CC, and therefore any expression of their will of this kind may not be construed in that way. The Client further acknowledges that the right to use the FPC Credit is time-limited by the Date of Expiration of the FPC Credit. The Client shall use up the FPC Credit, or any part thereof at the latest by the Date of Expiration of the FPC Credit. Failing that the balance of the FPC Credit as on the Date of Expiration shall be regarded as fully used up and the Client shall not have the right to claim any compensation from Sodexo for the unused portion of the FPC Credit.
- Sodexo undertakes to notify the Client and the Holder at the latest 30 days before the Date of Expiration of the FPC Credit of the approaching Date of Expiration of the FPC Credit and of the portion of the FPC Credit about to expire, via the Client Access or the Holder Access, or using any other communication channels as appropriate

(e.g., using the email of the Contact Person concerned or by sending a text message to the Holder).

XXXVI. RELATED RIGHTS AND OBLIGATIONS

- The Client shall be liable for any consequences of the Holder's actions or omissions.
- The Client shall be obligated to make sure the FPCs are used in keeping with the conditions defined in the GCTs, and specifically to adopt any reasonable action, as soon as their receive the FPCs, to protect the personalised security features of the cards, and provide for the Holders doing the same. At the same time, the Client shall be obligated to make sure that Sodexo is promptly notified via the Client Hotline or the Client Access of any loss, theft or misuse of the FPCs as soon as any of them is identified. The Client undertakes to familiarise the Holder with the GCTs and the safe use practice for the cards and make sure that individual Holders meet the obligations contained therein in a proper and timely fashion.
- The application of any tax advantages connected with the use of the FPCs is left entirely at the discretion and responsibility of the Client and is specifically subject to the ITA.
- The Client understands and acknowledges that Sodexo is not responsible for the quality of the goods and services paid for by the FPCs, and that Sodexo may not be held accountable for any risks on the part of the Client or the Holder that may be connected with the use of the services or goods purchased from the Partners' outlets.
- The Client represents they are authorised to provide to Sodexo the personal data of their Holders and Contact Persons, which they are obligated to transmit to Sodexo under the GCTs for the purpose of providing the services and for marketing purposes connected with the FPCs. To this end, the Client is obligated to demonstrably obtain from the Holders and Contact Persons their consents to such processing of their personal data, and produce such consents to Sodexo on request. In this context, the Client as a data administrator, undertakes to enter into the relevant Data Processing Agreement with Sodexo as the processor.
- The Client represents and warrants that the Holders' and Contact Persons' data provided is correct and true.
- Sodexo is liable to the Client for:
 - duly issuing the FPCs as per FPC Orders;
 - duly increasing the FPC Credit as per FPC Orders; and
 - duly paying for the Benefits bought using the FPCs.

If the Client is convinced Sodexo does not comply with their obligations in this respect, the Client may lodge a Complaint.

G. MPC

This Part F of the GCTs shall only be applied to the legal relationship between Sodexo and the Client where the Client has undertaken to use the MPC system under the Agreement.

- If the MPC includes GPC functions then the provisions of the Contractual Documentation on GPCs shall be applied similarly to the MPC. If the MPC includes FPC functions, the relevant Contractual Documentation provisions on FPCs shall be similarly applied to the MPCs, for example as regards the transferability of the cards and the type of Benefits the Beneficiary may use.
- Where the MPC has both GPC and FPC

functions, then the card works as two separate products. This means, among other things, that the MPC has GPC and FPC accounts administered separately, the topping up of the Meal and FPC Credits take place separately and the billing process and the GPC and FPC administration processes are also conducted separately. 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 (i.e., to all of its functions at once).

H.AP

This part H of the VOP shall only be applied to the legal relationship between Sodexo and the Client where the Client has undertaken to use the AP system under the Agreement.

XXXVII. FPC SYSTEM, GENERAL PROVISIONS

- As part of its brokering activity, Sodexo organises a network of Partners, at whose outlets AP or an extended version of AP Plus may be used. The Partners are contractually bound to accept APs for the aforementioned purposes. The Client understands there may be certain changes in the network of Partners, and Sodexo reserves the right to make such changes. For updated lists of the Partners go to Sodexo's website (www.activepass.cz). Sodexo Partners' outlets may also be marked with self-adhesive stickers showing the acceptance of APs.
- Sodexo exclusively conducts its brokering activity by giving authorised Holders the option to pay the price of Benefits using AP cards, without being authorised or obligated to enter into any agreements on behalf of the Client or the Holder, concerning the purchase of such services or goods from the Partners.

XXXVIII. CONDITIONS OF ISSUE AND ACTIVATION OF AP AND THEIR RETURN

- The Client may require Sodexo to issue one or more AP cards. By default, the cards are issued as Non-activated APs.
- The process of issuing APs is as follows:
 - The Client expresses their interest in issuing one or more AP cards by filling out and submitting an AP order. The Client particularly specifies in the AP order how many APs are to be issued, in what name and whether it is an AP for an employee, his/her accompanying person or a child.
 - The Client is authorised to order AP cards only for Authorised Persons, i.e. employees of the Client, Accompanying Persons and children (see description in art. XXXIX. VOP).
 - AP cards will be delivered to the Client's address given in the AP order.
 - Any responsibility for the AP is transferred to the Client at the moment of AP consignment receipt by the Client.
- Sodexo will charge the Client for each AP card issued and distributed based on the Client's order with a price fixed in accordance with the Price List. Sodexo is entitled to make price adjustments in the Price List in the form of an amendment to the Agreement by agreement with the Client.
- Orders for AP cards will be made by the Client by delivering an order to Sodexo. (i) If the Client delivers an order to Sodexo no later than the 10th day of the month, Sodexo will issue a proforma invoice and deliver it electronically to the Client within 5 days of receipt of the order. The proforma

invoice is due by cashless transfer by the 20th day of the month. If the Client pays a proforma invoice within this time limit, Sodexo will deliver to the Client the ordered AP cards the last working day of the month at the latest. The invoice (tax document) is issued by Sodexo under the VAT law. The same conditions apply to orders of new APs or to renewal of activation of deactivated APs in case of loss, destruction or theft as to AP orders. (ii) If the Client delivers an order after the 10th day of the month, the billing and delivery of the ordered AP cards will be made according to this paragraph in the following month (the AP card will be delivered no later than the last working day of the month following the month in which Sodexo received AP cards). Sodexo will not accept any AP card orders during the duration of the Agreement notice for which the subscription period would expire after the expiration of the notice period.

- AP cards are issued for a subscription period, which is 1 month, 6 months or 12 months. The subscription period is chosen by authorised persons. The subscription period for APs of individual authorised persons may vary. The Client is obliged to deliver to Sodexo extension of an AP order for which the subscription period expires no later than the 10th day of the month in which the AP subscription period expires. If the Client fails to deliver to Sodexo extension of an AP order within this time limit whose subscription period expires, Sodexo shall extend this AP on equal terms and for the same period. In the event that the Client and/or an authorised person does not want an AP order whose subscription period expires, the Client is obliged to supply this information to Sodexo within the same time limit as the AP order extension. If the Client fails to supply the information on non-extension of an AP order to Sodexo whose subscription period expires within this time limit, Sodexo shall extend this AP on equal terms and for the same period. Each AP card holder is entitled, irrespective of the change in his/her status as an authorized person (e.g. by reason of termination of the employment by the Client's employee), to draw on the paid subscription on his/her AP card until the end of the subscription period except for cases when the AP card is cancelled according to these GTC.
- The condition of using the AP card is to activate it.

AP card activation forms:

- The activation is done by Sodexo based on the Client's confirmation of receipt of the AP cards ordered and paid for by the Client.
- Activation of the card shall be done by Sodexo based on the personal profile created by the AP card holder (Employee of the Client and Accompanying Person) at www.activepass.cz in the manner and in the form specified in the Sodexo written instructions to be part of the AP card consignment delivered in accordance with this Agreement to the Client and/or to the Client's Employee. The AP card shall be personally handed over to the Accompanying Person by an Employee of the Client who designated him/her as the Accompanying Person. The condition for creating a personal profile will be entering the phone number and e-mail address of the AP card holder. Only Sodexo and the AP card holder who created his/her own personal profile will have access to a personal profile in order to activate the AP card. The activation of the card and creation of a personal profile according to letter b) will be possible from the day of

starting an AP card activation system at www.activepass.cz. Information on its starting will be delivered by Sodexo to the Client and/or to the Client's Employee

XXXIX. AP USE, SUBSTITUTE AP, AP BLOCKING AND CANCELLING, AUTHORISED PERSONS

- Sodexo undertakes to ensure it will be possible to use the AP with the Partners accepting AP to pay the price of the Benefits that may be bought using the AP.
- The APs may only be used with Partners within the territory of the Czech Republic. The Partners may be identified with the AP sticker.
- AP may not be used to withdraw cash from cash machines or to use the cash-back service with selected Partners.
- The Holder is obligated to protect the AP against loss, misuse and mechanical and thermal damage.
- Even an unintentional breach of the set security rules applying to the use of AP is regarded as gross negligence.
- Authorised persons:

Persons authorised to use Active Pass products and services, divided into 3 categories, are employees of the Client, their accompanying persons and children.

Categories of authorised persons:

Category 1: Client's Employee: The Client's Employee who is an authorised person for the AP purposes, is a person working with the Client on the basis of an employment contract, contract of services, agreement to perform work or under contract entered into between the Client and the employee, included in the listing of authorised persons of the Client. Hereinafter, an employee will be referred to as "Holder" using an AP card to use Active Pass products and services.

Category 2: Accompanying person: An accompanying person who is an authorised person for the AP purposes is one person designated by the Client's employee at most, included in the listing of authorised persons of the Client. Each Holder may only designate one his/her accompanying person and order only 1 AP card for him/her. An accompanying person may be a person who is a dependant of an employee or a person in a relationship with a dependant (e.g. husband's sister, etc.), a person adopted by an employee and his/her spouse or person living with an employee as partners. If the employee ceases to be the Holder, the Accompanying Person will be deleted from the AP.

Category 3: Child: The child(s) of the Client's (Holder's) employee who is an authorised person for the AP purposes, and for which an AP card will be issued, entitling him to use the AP services, is one's own or an adoptive child of the Client's employee aged up to 15 years (counted on the day of placing an order) designated by the Client's employee and included in the listing of authorised persons of the Client together with the date of birth (month and year of birth of the child). Each Holder can specify 4 children at most to whom an AP card will be issued.

The child will become an authorised person and will be included in the listing of authorised persons from the first day of the month following the month in which Sodexo will notify the Client by written notice that the Child may be an authorised person under this Agreement.
- The Client shall hand over to Sodexo a written listing of the persons (Client's employees, hereinafter referred to as "Holders", including their accompanying persons and children) who will be entitled to use products and services within the Active

- Pass Program under the Agreement. The Client shall, at the request of Sodexo, provide the supporting documents at any time, under which any of the persons referred to in the preceding paragraph has been included in the listing of authorised persons.
8. In the event that no authorised persons are listed by the Client who do not meet the conditions according to par. 6 above, Sodexo is entitled to charge the Client with a contractual fine of CZK 10,000 (in words: ten thousand Czech crowns), unless the parties agree on a different amount of the fine or its omission in the Agreement for each single person listed as an authorised person by the Client without authorisation. The invoice due date is 10 days from the date of its delivery to the Client.
9. AP blocking:
- a. Sodexo is obligated to block an AP, thereby making it temporarily impossible for the card to be misused at a request of the Client or the Holder, if Sodexo receives information on a loss, theft, misuse or unauthorised use of the AP from the Client or the Holder. The Client may request the blocking of any AP that has been issued to them against an AP Order. The holder may only request the blocking with regard to the AP they use. AP card blocking applies to both the AP cards of the Client's employees and the AP cards of Accompanying Persons or Children.
- b. Sodexo may also block AP without being prompted to do so, as provided for under letter a. of this paragraph, in the interest of preserving the security of the AP, especially in the event of suspected fraudulent use of AP, or if Sodexo registers receivables from the Client and the Client fails to honour such debts in spite of Sodexo's payment requests.
- c. The request under a. in this paragraph may be lodged by the Client via the Client Hotline, or using any other channel communicated to the Client to this end at the time of the issue of the AP. When using the Client Hotline, the Client must identify themselves by entering their name and surname,, name of the Client and indicating their role (such as administrator), and possibly by entering other identification data as may be requested by Sodexo.
- d. The request under a. in this paragraph may be lodged by the Holder by phone via the Client Hotline, or using any other channel communicated by the Client to the Holder to this end at the time of handing over the AP. When using the Client Hotline, the Holder must identify themselves by entering their name and surname, the Client's name and their Security Code if provided.
- e. Sodexo undertakes to block it right after the request to block the AP.
- f. Once the reasons for the AP blocking initiated by Sodexo cease to apply, Sodexo is obligated to unblock the AP.
- g. The FPC Unblocking request in respect of a FPC blocked at the Client's request can only be made by the Client. The FPC Unblocking request in respect of an AP blocked at the Holder's request can be made by the Client or the Holder. Sodexo
- undertakes to unblock the AP or initiate action leading to the issue of a new AP on the first business day after the request is entered.
10. Sodexo shall charge the Client with the amount listed in the Price List for issuing a new AP card and/or renewing activation of an existing but deactivated AP card. Sodexo shall charge the Client's employee with the amount listed in the Price List for the delivery of AP cards to the address given by the Client's Employee, different from the residence of the Client. The Client and/or the Client's Employee shall pay the amounts specified in this point on the basis of an invoice issued by Sodexo under the conditions set forth in art. XXXVIII. par. 4 above.
11. In the event of the loss, destruction, or damage to AP, rendering it impossible to use, Sodexo shall provide authorized persons with a substitute AP, which will always be valid until the end of the month, by delivering to the Client. Any extension of the substitute AP validity shall be subject to the agreement between Sodexo and the Client and/or the Client's Employee.
12. AP cancellation: Sodexo cancels AP
- a. at the expiration date of the AP, unless an automatic AP renewal has been set;
- b. immediately at the request of the Client or at the request of the Holder. In this case, the unused subscription is not refunded.
- c. in the event of termination of the Agreement, with the exception of the AP, for which the subscription expires after the termination of this Agreement.
13. Any form of trading with AP cards or any form of their lending and distribution to third persons that are not authorised persons is prohibited. The obligation to inform the authorised persons is on the Client's part. In the event that any authorised person commits a breach of the obligation to prohibit the trading of AP cards and/or any form of their lending and distribution to third persons, Sodexo is entitled to exclude the authorised person, i.e. the Holder including its Accompanying Person and the child, from the AP. Sodexo will inform the Client about such fact without undue delay.
14. In the event that the Client and/or an authorized person commits a breach of the obligation to prohibit the trading of AP cards and/or any form of their lending and distribution to third persons, referred to in the preceding paragraph, Sodexo is entitled to charge the Client a contractual fine of CZK 50,000 (in words: fifty thousand Czech crowns) unless the parties agree to a different amount of the fine or its omission in the Agreement for each individual breach (any individual breach is understood a breach pertaining to a particular AP card) within 10 days of the date of serving the invoice to the Client for the breach of the Client's and/or authorised person's obligations referred to herein.
- consequences of the Holder's actions or omissions.
- The Client shall be obligated to make sure the AP are used in keeping with the conditions defined in the GCTs, and specifically to adopt any reasonable action, as soon as they receive the AP, to protect the personalised security features of the cards, and provide for the Holders doing the same. At the same time, the Client shall be obligated to make sure that Sodexo is promptly notified of any loss, theft, destruction or misuse of the AP as soon as any of them is identified. The Client undertakes to familiarise the Holder with the GCTs and the safe use practice for the cards and make sure that individual Holders meet the obligations contained therein in a proper and timely fashion.
- The Client understands and acknowledges that Sodexo is not responsible for the quality of the goods and services paid for by the AP, and that Sodexo may not be held accountable for any risks on the part of the Client or the Holder that may be connected with the use of the services or goods and services purchased from the Partners' outlets.
- The Client represents they are authorised to provide to Sodexo the personal data of their Holders and other Authorised Persons, which they are obligated to transmit to Sodexo under the GCTs for the purpose of providing the services and for marketing purposes connected with the AP. To this end, the Client is obligated to demonstrably obtain from the Holders and authorised persons their consents to such processing of their personal data, and produce such consents to Sodexo on request.
- The Client represents and warrants that the Holders' and other Authorised Persons' data provided is correct and true.
- In relation to the AP, the Agreement may be terminated by written agreement of the parties or by written notice of either party. The Agreement ends on the last day of the paid and longest arranged subscription to the AP card unless otherwise agreed by the parties. If the Parties otherwise agree, the notice period in respect of AP shall begin to run from the first day of the month following the month in which the notice was served personally, by certified mail or by fax to the other party, while the minimum length of notice period is 1 month and starts from the first day of the month following the notice being served on the other Party. However, the notice of termination of the Agreement in respect of the AP shall not apply to any rights established during the term of the Agreement, particularly Sodexo's right to the payment of any Fees for services rendered during the term of the Agreement.

The present GCTs come into force and take effect on [16/08/2017].

Prague, 16/08/2017
Sodexo Pass Česká republika a.s.

XL. AP RELATED RIGHTS AND OBLIGATIONS

1. The Client shall be liable for any