

# General terms and conditions governing the affiliation of merchants to the network Pluxee

These general terms and conditions governing the affiliation of merchants to the Pluxee network (referred to hereinafter as the "General Terms and Conditions"), as well as the Affiliation Agreement governing relations between PLUXEE BELGIUM SA (referred to hereinafter as "Pluxee") and the Merchant, as set out below (referred to hereinafter individually as the "Party" and collectively as the "Parties").

In order to join the Pluxee Network, the Merchant expressly declares that it has read and accepted these General Terms and Conditions. The Merchant further certifies that the Information provided in its Affiliation Agreement or as part of the online Affiliation procedure or any other form made available, is complete and accurate.

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## 1. Definitions

Unless stated otherwise, all references to the singular include the plural and vice versa.

1.1 **“Pluxee Application”** means the application (app) published by Pluxee and enabling Customers to manage their Vouchers and carry out Transactions with certain Vouchers in electronic form.

1.2. **“Customer”** or **“Cardholder”** means any natural person to whom Vouchers have been delivered and who carries out transactions with a Merchant.

1.3. **“Authorisation Code”** means the code indicating that the Pluxee Card can be accepted by the Terminal or the Payment System. The Authorisation Code indicates that, at this precise moment, the Pluxee Card has not been blocked and that the limit of use, the period of validity of the Electronic Vouchers and the period of validity of the Pluxee Card have not expired.

1.4. **“Merchant Account”** means a valid internal account issued by Pluxee in the name of a Merchant and used to record the amounts of accepted Transactions.

1.5. **“Affiliation Agreement”** means the contract or any document, in whatever form, defining the offering, the Pluxee services requested and the pricing plan for the Merchant.

1.6. **“Merchant Department”** means Pluxee’s customer service for its Merchants, which can be reached on working days from 8.30 am to 12.30 pm and from 1.30 pm to 5 pm on 02/547 55 88 and by e-mail: shop@sodexo.be.

1.7. **“Confidential Information”** means all commercial or technical information belonging to a Party, whether received, viewed or read by the other Party in written, visual, electronic or verbal form. Confidential information includes, but is not limited to, technical information, marketing and business plans, databases, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, engineering information, samples, software (including source and object codes), forecasts, the identity or contact details of existing or potential customers, details of existing or potential projects, techniques, inventions, discoveries, know-how and trade secrets, and commercial and technical information of any third party held by either Party.

1.8. **“Legislation applicable to the Vouchers”** means any legal or regulatory provisions applicable (including collective bargaining agreements and applicable opinions of the National Labour Council) to the Vouchers, as amended, updated or replaced.

1.9. **“Merchant”** means any natural person or legal entity who/which is a member of the Pluxee Network by virtue of an Affiliation Agreement and accepting all or part of the Vouchers as part of orders placed by Customers.

1.10. “**PSP or PSP Partner**” means the secure payment service provider on the Internet that manages payments with a Merchant. This is a PSP Partner when Pluxee offers to work with the PSP.

1.11. “**Merchant Portal**” means the platform made available to the Merchant on the [www.pluxee.be](http://www.pluxee.be) website or any other website replacing it.

1.12. “**Products and services**” means the products and/or services offered by a Merchant to a Customer.

1.13. “**Pluxee Network**” means the network of merchants developed and held by Pluxee.

1.14. “**Pluxee Website**” means the website accessible at <https://sodexo4you.be/>, which enables Customers to manage their Vouchers.

1.15. “**Pluxee Card**” means any valid physical card, with or without a secret code, issued by Pluxee to a Customer. This card is personal and enables the Customer to use certain electronic Vouchers to carry out Transactions with Merchants.

1.16. “**Pluxee**” means PLUXEE BELGIUM SA, 36 rue Ravenstein, 1000 Brussels, CBE 0403 167 335.

1.17. “**Payment System**” means any physical and non-physical system which by its specific nature, alone or in combination with any other tool, software or equipment, is used for the acceptance of Vouchers for the initiation, execution and processing of one or more Transactions in accordance with the Legislation applicable to the Vouchers for processing a Transaction, including, but not limited to, Terminals, telecommunication devices, mobile and online payment applications and other software and technologies that provide appropriate payment solutions.

1.18. “**Terminal**” means any hardware, equipment (fixed or mobile), software and any other electronic and telecommunications device used by a Merchant to accept Vouchers in accordance with the Legislation applicable to the Vouchers to process a Transaction.

1.19. “**Voucher**” means the methods of payment consisting, among other things, of Pluxee Lunch (i.e. meal vouchers), Pluxee Eco (i.e. ecocheques), Pluxee Cadeau, Pluxee Sport & Culture, Pluxee Book and Pluxee Consommation, in paper and/or electronic form.

1.20. “**Transaction**” means a payment transaction with one or more valid Vouchers following a purchase by the Customer from a Merchant. In order to allow a simple refund of the Vouchers to the Customer, a reservation (or pre-authorisation) period for the Vouchers may apply. Once this period has elapsed and if the Customer has not requested a refund, the payment transaction will be processed and this is called a “**Processed Transaction**”.

1.20. « **Transaction** » désigne une opération de paiement avec un ou plusieurs Titres valides suite à un achat du Client auprès d’un Commerçant. Afin de permettre un remboursement simple des Titres au Client, une période de réservation (ou de

préautorisation) des Titres peut s'appliquer. Une fois ce délai écoulé et si le Client n'a pas demandé de remboursement, l'opération de paiement sera traitée et nous parlons d'une « Transaction traitée ».

## 2. Purpose

2.1. The purpose of these Merchant Terms and Conditions is to govern Pluxee's relationship with the Merchant:

- for the Merchant's Affiliation of the Pluxee Network;
- for the listing of the Merchant and its commercial activity on the Pluxee Application and the Pluxee Website;
- for the acceptance of the Vouchers by the Merchant for the purposes of a Transaction; and
- for the reimbursement of these Vouchers by Pluxee to the Merchant.

2.2. The Merchant undertakes to accept the Vouchers selected at the time of joining.

## 3. Pluxee services

Pluxee undertakes to:

- promote, issue and market the Vouchers in accordance with the Legislation applicable to the Vouchers and any other applicable legislation;
- list the Merchant on the Pluxee Application and the Pluxee Website; and
- reimburse the Merchant for the amount corresponding to Transactions, in accordance with the provisions of article 9 of these Terms and Conditions.

## 4. Obligations of the merchant

### 4.1. Acceptance of Vouchers

The Merchant undertakes to:

- comply with the Legislation applicable to the Vouchers. In particular, for Pluxee Eco, the list of environmentally friendly products available on [www.pluxee.be](http://www.pluxee.be) must be viewed regularly as adjustment may be made to this list; Pluxee Lunch may only be accepted in payment for a meal or for the purchase of ready-to-eat food; Pluxee Consumption may only be accepted in payment for a meal or for the purchase of ready-to-eat food, or for the purchase of environmentally friendly products and services included in the list attached to Collective Labour Agreement n° 98 within the National Labour Council.
- accept Vouchers valid for purchases whose value is greater than or equal to the amount of the Voucher used;
- check the visual appearance, the period of validity and the characteristics of the Vouchers and to carry out all checks required to verify that Pluxee is indeed the issuer of the Vouchers;

- never request a financial contribution from the Customer in return for the use and acceptance of never request a financial contribution from the Customer in return for the use and acceptance of Securities.
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#### **4.2. Conditions for transactions**

The Merchant undertakes to:

- only request reimbursement for Vouchers used to make purchases at its own point of sale or online shop;
- not trade Vouchers, in whole or in part, in return for money.

#### **4.3. Information for the public and advertising**

The Merchant undertakes to:

- visibly display the Pluxee logo and sticker for the selected Vouchers on the entrance door or outside window of its business premises;
- mention Pluxee's name or display the Pluxee logo (as well as the Vouchers that the Merchant accepts) on its website when the Merchant uses the online payment system. If the Merchant offers products for which payment with Pluxee Eco is authorised, the Merchant must clearly indicate this on its website. If the Customer's "basket" does not contain such products, the Customer will not be able to select the Pluxee Eco payment method and, if it is a mixed basket (i.e. also containing such products), the Merchant must clearly indicate for which total amount of the "basket" the Customer is authorised to pay with Pluxee Eco and pass on this information to its PSP or PSP Partner;
- obtain Pluxee's prior consent before creating or issuing advertising material relating to Pluxee (i.e. Pluxee Vouchers, the Pluxee Card, etc.);
- authorise Pluxee to mention its Affiliation of the Pluxee Network on the Pluxee Application, on the Pluxee website, and in any other document or any other advertising or commercial presentation by Pluxee.

#### **4.4. Compliance with legislation, regulations and safety standards**

The Merchant undertakes to:

- comply strictly with the Legislation applicable to the Vouchers, as amended or replaced from time to time;
- notify Pluxee without delay of any fraud or suspected fraud committed with or in relation to the Vouchers, as well as of the measures put in place by the Merchant to protect itself against any attempt at fraud.

#### **4.5. Notification of modifications**

4.5.1. The Merchant undertakes to notify Pluxee in writing, within fifteen (15) days, of any change in the information communicated to Pluxee in the context of the Affiliation Agreement, including in particular, any change in its corporate form, name, address, contact person, activity, points of sale and any other relevant information in the context of this Affiliation Agreement.

4.5.2. The Merchant will notify Pluxee in writing, giving fifteen (15) days' notice, of any change occurring in the listed commercial activity. Pluxee may elect to continue performance of the Affiliation Agreement or terminate the Affiliation Agreement giving thirty (30) days' notice or with immediate effect if the commercial activity is incompatible with the Affiliation Agreement or with the legal provisions relating to the Vouchers offered. In the event of lack of notification from the Merchant or after termination of the Affiliation Agreement, Pluxee will have no further obligation if the Merchant continues to accept the Pluxee Card in payment.

## **5. Liability regarding products and services**

5.1. The Merchant will comply with all applicable laws and regulations relating to the products and services provided or supplied by the Merchant to Customers.

5.2. The Merchant may only accept Transactions relating to its products and services in line with its designated commercial activity.

5.3. The acceptance by Pluxee of a Merchant into the Pluxee Network will not be considered as advice or an opinion by Pluxee as to the legality or quality of the Products and Services and/or as to the use the Customer intends to make of the Products and Services. It is the responsibility of the Merchant and the Merchant alone to ensure that the Products and Services it offers to Customers comply with all applicable laws and regulations.

## **6. Intellectual property**

6.1. All rights, titles and interests in all figurative and non-figurative elements displayed or communicated on the Pluxee websites and the Pluxee Application, including information, data, trademarks, logos, photos, texts, drawings, illustrations and iconographies, protected by copyright, trademark law, patent law, legislation on the legal protection of databases, or by any legally recognised right are and remain the exclusive property of Pluxee and its partners.

6.2. The Merchant undertakes, among other things, not to reproduce, represent, distribute, use or exploit, directly or indirectly, all or part of these elements on any medium and in any place, without the prior, special and express authorisation of Pluxee.

## 7. Terminal and payment systems

### 7.1. General stipulations

7.1.1. Where required for the acceptance of Vouchers, the Merchant will use and maintain a Terminal or Payment System certified by an approved body or a PSP or PSP Partner and maintained in good working order at all times, enabling it to accept Vouchers without interruption or malfunction. The Merchant will remain solely responsible for the use of the Terminal and/or its Payment System.

7.1.2. The Merchant undertakes to:

- check that the numbers defined in the Terminal or communicated to the PSP or PSP Partner (or any other third party) correspond to the identification number assigned by Pluxee for each point of sale / Payment System. The Merchant will be liable in the event of incorrect registration of the identification number resulting in an erroneous payment. This undue payment will generate a refund by the Merchant to Pluxee. This may be by way of compensation between the Transactions to be refunded by Pluxee and the undue payment by the Merchant;
- follow the instructions / procedures of the Terminal / Payment System or of the PSP or PSP Partner (for example: request to enter a secret code, authorisation or refusal of a Transaction, "Know Your Customer" (KYC), "Customer Due Diligence" (CDD), etc.).

### 7.2. Terminal

7.2.1. Pluxee declines any liability to the Merchant or to any third party arising out of, or in connection with, (i) any failures, errors or malfunctions (including, but not limited to, where the required settings have not been established by the Merchant) of any Terminal which is not the responsibility of Pluxee; (ii) loss or theft, in particular of data initially in connection with the Terminal or any equipment or software that is not the responsibility of Pluxee; (iii) damage suffered by a Cardholder as a result of withdrawing a Pluxee Card (or a virtual card available in the Pluxee Application). The Merchant bears in full the risk of negligent and wrongful use and is liable for abuses committed by its employees or other persons in accepting the Pluxee Card (or a virtual card available in the Pluxee Application) at its point of sale.

7.2.2. If the Pluxee Card (or the virtual card available in the Pluxee Application) shows signs of falsification or if it is likely that the person presenting the Pluxee Card (or this virtual card) is not the rightful holder of the Pluxee Card (or the Pluxee Application), the Merchant will, without delay, contact the Merchant Department or seize, if possible, the Pluxee Card presented and return it to Pluxee.



7.2.3. The Merchant undertakes to acquire an Authorisation Code for each Transaction via the Terminal. If the Terminal does not function or if the Authorisation Code is not obtained, the Merchant must contact the Terminal provider without delay for the purpose of resolving the problem. The Merchant undertakes to only use the Terminal at the agreed point of sale.

### **7.3. Payment System other than Terminals**

As far as Payment Systems are concerned, Pluxee is in no way responsible for (1) the services provided by the PSP, the PSP partner or other third parties, (2) the use of these services by the Merchant or (3) the following events, without limitation:

- a. Fraudulent use of the identifier and password, any impersonation of the Merchant, and more generally any use of the Payment System by a Customer, Merchant or unauthorised third party;
- b. Malfunctions in the system used by the Merchant which result in inaccuracies in the data transmitted to the service provider and/or Pluxee during the validation of transactions;
- c. The security and accuracy of data relating to Transactions transmitted on the information systems of a bank or Pluxee, and more specifically, the Internet and telecommunications networks used to carry out Transactions and not controlled by the service provider or Pluxee;
- d. Any payment failure resulting from a malfunction of the Payment System;
- e. Any malfunction attributable to the Merchant's website or its PSP or PSP partner (or any other third party).

The Merchant acknowledges that certain Payment Services are in "Beta" version and that these services correspond to what can reasonably be expected from such a version (i.e. improvements will be made). The Merchant therefore accepts a degree of tolerance in relation to its operation and current partnerships with third parties, such as PSP partners. Pluxee regularly assesses these partnerships and may change or add partners if it believes the provision of the service can improve.

## **8. Inspections**

Pluxee may, at any time, carry out inspections at the Merchant's business premises in order to verify the proper use and acceptance of Pluxee Vouchers, including compliance with these General Terms and Conditions, Vouchers Legislation and applicable law. Pluxee reserves the right to carry out such inspections anonymously and without prior notice to the Merchant.

## **9. Financial terms**

9.1. Pluxee may at any time modify the pricing plan of the Affiliation Agreement. Pluxee undertakes to notify the Merchant of this modification by any useful means (e.g. by e-mail or on the Merchant Portal) no later than fifteen (15) days before it comes into force. If the

Merchant does not accept these modifications, it may terminate the Affiliation Agreement without charge.

If such termination is not made, the modifications will be deemed to have been accepted and will become applicable on the notified date of their entry into force.

9.2. Pluxee reserves the right to check the compliance of all Transactions with the terms of the Affiliation Agreement and the Legislation applicable to the Vouchers. Pluxee may also refuse to refund any amount corresponding to an irregular Transaction.

9.3. If the Merchant does not comply with the Affiliation Agreement, legislation or regulations, or if irregularities are observed, Pluxee reserves the right not to reimburse the Merchant until its situation has been put in order. In the event of the suspension of payment, the Merchant may not claim any compensation.

9.4. All invoices are sent by Pluxee in electronic format. If the Merchant wishes to receive paper invoices, it must request this from Pluxee. Pluxee may charge a fee for each paper invoice.

9.5. Transaction fees are directly offset against refunds for Vouchers made by Pluxee. These fees are calculated in the Merchant's Account and brought to the Merchant's attention by any useful means (e.g. in the Merchant Portal or by e-mail).

9.6. Once the Merchant's bank account has been credited or debited, the Merchant has a period of thirty (30) days for electronic Vouchers and seven (7) days for Vouchers in paper format, to make a claim, stating reasons, sent for the attention of the Merchant Department concerning a failure to pay or debit, or the payment or debit of a presumed incorrect amount. After this period, the Merchant will be deemed to have irrevocably accepted the balance of the Merchant Account.

9.7. All amounts that are not offset in accordance with Article 9.5 are invoiced once a month to the Merchant. These invoices are payable on receipt.

9.8. Any amount owed, for whatever reason, by the Merchant to Pluxee (including unpaid invoices from Pluxee) will incur on the due date, by operation of law and without prior notice, interest of one per cent (1%) per month on the amounts owed. The Merchant will also be required, ipso jure and without prior notice, to pay a flat-rate indemnity of up to 15% of the total amount still outstanding (with a minimum of 50 EUR), without prejudice to Pluxee's right to claim higher compensation in the event of greater damage actually

suffered. Interest on the amount due will be calculated from the due date of unpaid invoices until such time as payment of the full amount due has been made. Any dispute must be notified by registered letter, stating the reasons, within a period of fifteen (15) working days from the date of the invoice. After this period, the Merchant is deemed to have accepted the amount invoiced.

9.9. Pluxee may, at any time, even after the occurrence of a competition situation, offset reciprocal receivables and debts that exist between the Merchant and Pluxee, resulting from the Affiliation Agreement or any other contract. This offsetting may be applied regardless of whether the reciprocal receivables and debts are due and payable or not.

## 10. Refunds

### 10.1. General stipulations

10.1.1. Pluxee will refund authorised Transactions, less agreed fees, by bank transfer as set out in each Affiliation Agreement.

Pluxee will make the refund:

- of electronic Vouchers: within two (2) bank working days of the Transaction being processed by Pluxee;
- of Vouchers in paper format (Pluxee Eco and Pluxee Cadeau): within ten (10) days of receipt by Pluxee of the Vouchers in paper format;
- of Vouchers in paper format (Pluxee Sport & Culture): within fifteen (15) days of receipt by Pluxee of the Vouchers in paper format;
- of Vouchers in paper format (Pluxee Consumption): within thirty (30) days of receipt by Pluxee of the Vouchers in paper format.

10.1.2. The costs associated with the acceptance of electronic Vouchers are definitively due, for each Transaction processed.

10.1.3. Pluxee will not be liable for the theft, destruction or loss of Vouchers that are under the control or in the custody of the Merchant or on its website.

10.1.4. The Merchant undertakes to keep Pluxee informed of the number of active Terminals. If the Merchant does not inform Pluxee of the deactivation of Terminals by the last day of the month at the latest, Pluxee will consider that the number of active Terminals remains unchanged and will invoice the Merchant accordingly.

### 10.2. Terms for the refunding of Vouchers in paper format

10.2.1. Pluxee will refund Vouchers no later than three months after their expiry date. Once this period has expired, the Vouchers will no longer be refunded.

10.2.2. In the event of a dispute over the date of delivery, the burden of proof resides with the Merchant.

### 10.2.3. Terms for submitting Vouchers in paper format:

- The Merchant is required to cancel each Voucher in paper format by means of a collection stamp, which will render the Voucher worthless;
- The Merchant undertakes not to write anything in the optical scanning zone (i.e. the white zone with the barcode and the numbers located at the bottom of the Voucher in paper format) as this prevents the Voucher in question from being scanned and therefore refunded;
- The left-hand stub of the Voucher, which includes the number and value of the Voucher must be sent to Pluxee. Vouchers in paper format must be sorted and placed in the same direction and bound with a rubber band;
- Vouchers in paper format must be stapled or bound with paper clips;
- Each package sent must include the original delivery note, legibly completed;
- Each package is sent in a hermetically sealed bag.

In the event of a discrepancy between the information appearing on the remittance slip as drawn up by the Merchant and the count made by Pluxee, only Pluxee's results will be deemed authentic for the purposes of reimbursement, unless the Merchant is able to demonstrate otherwise using the detachable left-hand stubs of the Vouchers in paper format.

10.2.4. If the Merchant elects to have Pluxee collect the Vouchers in paper format, its representative will provide a dated and signed proof of deposit (remittance slip). The Merchant will deposit the Vouchers in a sealed and identified envelope, which will be taken away by the Pluxee representative, who will fill in a collection slip which must include the following information:

- the date of collection;
- the number of the sealed envelope;
- the estimated total number of Vouchers;
- the name, badge number and signature of the Pluxee representative.

This collection slip will be drawn up in duplicate and each Party will receive one copy. Pluxee's liability commences from the moment when the representative signs this collection sheet for receipt and seals the Vouchers and the slip into a single package. Liability ends at the time the contents of the package are reimbursed. If there is a difference between the details on the collection slip drawn up by the Merchant and the count made by Pluxee, the result of Pluxee's count is considered to be correct.

Collections will be made at the general market price in force at the time of collection. These prices may therefore fluctuate according to market prices.

## 11. Indexation

Pluxee reserves the right to index, each year, in January, the price mentioned in the Affiliation Agreement in accordance with the following formula:  $(\text{new amount}) = (\text{old amount}) \times (0.2 + 0.8 \times (\text{new index}/\text{starting index}))$ . The index used is linked to the cost of labour and calculated by Agoria. The starting index is that for the month of November of the year preceding the year in which the Affiliation Agreement was entered into. The new index is that for November of the year preceding the indexation.

## 12. Term

12.1. The Affiliation Agreement is entered into for an initial period of one year and will be automatically renewed for additional periods of one (1) year (each hereinafter referred to as a "Renewal Period"), except in the event of termination by one of the Parties at the end of a Renewal Period, respecting a three (3) month notice period served by registered mail.

12.2. Pluxee reserves the right to suspend the performance of its obligations in the event of non-compliance with one or more of the Merchant's obligations set out in these General Terms and Conditions or in the Affiliation Agreement.

12.3. Each of the Parties may, automatically, terminate the Affiliation Agreement if the other Party fails to fulfil one of its substantial obligations (for example, the obligations imposed on it by the Legislation applicable to the Vouchers) and if the latter fails to remedy this failure within twenty (20) days following the sending of a formal notice.

12.4. In the event of the termination of the Affiliation Agreement, the Merchant will a) immediately remove any trademark, logo and/or identification indicating its Affiliation of the Pluxee Network, and b) return to Pluxee any Vouchers still in its possession. This will be within ten (10) business days, failing which Pluxee may refuse to proceed with their reimbursement.

## 13. Compensation

13.1. The Merchant undertakes to indemnify Pluxee and release Pluxee for all liability arising from and against any and all losses, damages, claims, lawsuits, proceedings, costs, charges and expenses (including all reasonable investigation costs and legal fees) caused to or suffered by Pluxee by reason of or in connection with any claim filed or defence asserted against Pluxee as a result of failure to deliver or improper delivery of the Products and Services, or as a result of any dispute arising between a Customer and the Merchant.

13.2. The Merchant warrants that it will indemnify and protect Pluxee in the event of any claim or action brought against it by a third party as a result of the Merchant's breach of any of its obligations under this Affiliation Agreement in relation to a Transaction carried out by a Customer and will release Pluxee for all liability in this respect.

13.3. With the exception of the reimbursement of Vouchers due under any Transaction, Pluxee's maximum total liability under or in connection with this Affiliation Agreement, whether under the contract or at fault, including without limitation negligence, for any related event or series of events, will under no circumstances exceed 50% of the amount of the fees deducted by Pluxee for the services rendered by Pluxee under these General Terms and Conditions during the year preceding the occurrence of the event that incurred its liability (or, in the first year, the value of the fees paid by the Merchant to Pluxee in the six (6) months preceding the event that incurred its liability).

## 14. Liability and force majeure

14.1. Pluxee is liable only for its own fraud or wilful misconduct. Under no circumstances will Pluxee's liability give rise to compensation for indirect or consequential damages, such as, but not limited to, loss of time, loss of customer goodwill, loss of profits, loss of revenue, loss of data, increased overheads, disruption of a business, third-party claims, damage to reputation, loss of future savings, staff costs or loss of opportunities, etc.

14.2. Neither Party will be liable for any failure or delay in the performance of its obligations under this Affiliation Agreement if and to the extent that the failure or delay is caused by an event of force majeure, as defined by the Belgian courts, and if the defaulting Party has immediately informed the other Party in writing of the occurrence of such event of force majeure. The defaulting Party will then be excused from continuing the performance of the obligations affected by the force majeure event for as long as circumstances so require. The defaulting Party will also continue to do everything in its power to resume, as far as possible, the performance of its obligations as soon as possible. The defaulting Party will inform the other Party without delay of the resumption of its obligations. If the case of force majeure persists beyond one month, each Party may terminate, as of right and without incurring liability, this Affiliation Agreement, by sending written notification to the other Party by registered mail.

## 15. Confidentiality

15.1. Except to the extent expressly permitted by these General Terms and Conditions, the Affiliation Agreement or agreed in writing between the Parties, each Party agrees, for the term of the Affiliation Agreement and for three (3) years following its termination, to keep confidential and not to publish, disclose or use for any purpose other than as provided for in these Terms and Conditions and the Affiliation Agreement any Confidential Information provided to it by the other Party under this Affiliation Agreement, unless the receiving Party can demonstrate, providing supporting evidence, that such Confidential Information: a) was already known to the receiving Party, other than pursuant to an obligation of confidentiality, at the time of its disclosure by the other Party; (b) was generally available to the public or in the public domain at the time of its disclosure to the receiving Party; c)

has been made available to the public or has fallen into the public domain after disclosure to the Receiving Party, without any action or omission in breach of this Affiliation Agreement on the part of the Receiving Party; (d) was disclosed to the Receiving Party by a third party having no obligation to the Issuing Party not to disclose such information to other persons, except pursuant to a confidentiality agreement entered into with the third party; or (e) was independently developed by the Receiving Party without the use of Confidential Information belonging to the Issuing Party, as evidenced by the Receiving Party's written records at that time.

15.2. The Merchant undertakes to preserve the confidentiality of the financial terms of the Affiliation Agreement, including the fees associated with Transactions, and not to disclose them to third parties without the prior express written consent of Pluxee.

## **16. Assignment**

16.1. Pluxee may assign or transfer, without any form of solidarity, its rights or obligations under the Affiliation Agreement without the Merchant's prior consent i) to any successor or third party in the connection with the merger, restructuring, consolidation or sale of all or part of its assets or shares, or ii) to any company which it directly or indirectly controls or which directly or indirectly controls it, or to any company directly or indirectly under the joint control of the parent company of the Pluxee Group.

16.2. The Merchant may not assign the rights and obligations under the Affiliation Agreement to any third party, including its successor, without the prior written consent of Pluxee.

## **17. Modifications to the general terms and conditions**

17.1. Pluxee reserves the right to modify these Terms and Conditions at any time. The General Terms and Conditions in force are those available at the Merchant Portal or brought to the Merchant's attention by any other useful means (e.g. statement on the invoice, etc).

17.2. The Merchant will be notified of any changes to the General Terms and Conditions at least fifteen (15) calendar days before they come into force. If the Merchant does not agree with the changes, it may terminate the Affiliation Agreement by serving at least seven (7) days' written notice. Failing such termination, the new General Terms and Conditions will be deemed to have been accepted.

## **18. Protection of data**

Any processing of personal data under the Affiliation Agreement will be governed by the terms of the Global Policy on the Protection of Personal Data available on [www.pluxee.be](http://www.pluxee.be).

## 19. Divisibility

Any term, condition or other provision of these General Terms and Conditions which is held to be illegal, invalid or unenforceable within any jurisdiction will, in that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting the validity, legality or enforceability of the remaining provisions; and the invalidity of any particular stipulation within any particular jurisdiction will not invalidate this stipulation in any other jurisdiction.

## 20. Applicable law

The Affiliation Agreement and the General Terms and Conditions will be governed by and interpreted in accordance with Belgian law.

## 21. Jurisdiction

If a dispute arising from the Affiliation Agreement and/or the General Terms and Conditions is not settled amicably within thirty (30) days of the start of the attempt at settlement, the dispute and its consequences will fall under the sole jurisdiction of the courts of the district of Brussels, Belgium. This version of the General Terms and Conditions comes into effect on 01.11.2023.

### **Pluxee Belgium sa**

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