



GENERAL TERMS AND CONDITIONS FOR ACCEPTING EDENRED SOLUTIONS AS PAYMENT FOR MEAL, SPORTS AND CULTURAL AS WELL AS PUBLIC TRANSPORTATION TICKET SERVICES

These General Terms and Conditions (the "General Terms") shall enter into force once on the date determined in the Service Agreement between Edenred Finland Oy, 00510 Helsinki, Business ID 1057825-2 ("Edenred") and the Service Provider (the "Service Provider"). The Service Provider and Edenred shall hereinafter in these General Terms be individually referred to as a "Party" and jointly as the "Parties".

1. SCOPE OF APPLICATION

These General Terms shall be applicable to the contractual relationship between Edenred and the Service Provider, subject to the following order of priority:

1. General Terms
2. Data Processing Addendum ("DPA")
2. Service price List

Items 1 through 4 together shall form the agreement between Edenred and the Customer (the "Agreement").

2. DEFINITIONS

'**General Terms**' shall mean these general terms and conditions, comprising a part of the Agreement regarding the acceptance of Edenred solutions for meal, sports and cultural services and/or public transportation tickets.

'**Service Provider**' shall mean a company or an entrepreneur that has concluded an Agreement with Edenred.

'**Guidelines**' shall mean the rules, instructions and regulations, along with other guidelines furnished to the Service Provider by Edenred or a third party from time to time, such as guidelines regarding the handling of the Edenred Solutions and instructions issued by the Finnish Tax Administration or banks transmitting payment transactions.

'**Merchant Agreement**' shall mean a separate Merchant Agreement between the merchant and the recipient of payment transactions (the bank receiving the card transaction) regarding the receipt of card payments, not covered by the scope of this Agreement.

'**Edenred Solution**' shall mean all present and future pre-paid solutions issued and/or managed by Edenred, intended for the payment of employees' meals, sports and cultural services as well as public transportation tickets.

'**Edenred Lounas and Edenred Lounas Value Voucher**' shall mean a personal Edenred Solution valid in Finland and that may only be used to purchase prepared meals in restaurants, cafeterias and other food establishments belonging to a limited network of food establishments that accept the Edenred Lounas Solution.

'**Edenred Virike and Edenred Virike Value Voucher**' shall mean the Beneficiary's personal Edenred Solution, valid in Finland and that may only be used to purchase sports and cultural services from service providers belonging to a limited network that accept the Edenred Virike Solution.

'**Edenred Commute**' shall mean the Beneficiary's personal Edenred Solution, valid in Finland and that may only be used to purchase work commuting services from service providers belonging to a limited network that accept the Edenred Commute Solution.

'**Edenred Card**' shall mean the Beneficiary's personal Edenred Solution combining the features of the Edenred Lounas and Edenred Virike Solutions.

'**Edenred Mobile**' shall mean all mobile application and/or online-based Edenred Solutions.

'**Cards**' shall mean all of Edenred's card-based solutions encompassed by the Agreement.

'**Value Vouchers**' shall mean all voucher-based Edenred Solutions encompassed by the Agreement.

'**Mobile Payments**' shall mean all mobile application and/or online-based Edenred Solutions encompassed by the Agreement.

'**Service Price List**' shall mean the price lists for the solutions issued by Edenred or for the Additional Services provided by Edenred. The Service Price Lists are published on the Website. The service fees may vary depending on the Edenred Solution.

'**Online Service**' shall mean any application or service offered by Edenred allowing the Service Provider to obtain information regarding the Edenred-issued Edenred Solutions and/or Additional Services received by them.



'Additional Service' shall mean any additional service provided by Edenred, offered by Edenred to the meal, sports and cultural services and/or public transportation travel ticket service providers.

'Website' shall mean the website at www.edenred.fi.

3. BACKGROUND AND PURPOSE

These General Terms set forth the conditions upon which the Service Provider agrees to accept all Edenred Solutions as payment for the meal, sports and cultural services and/or public transportation travel tickets purchased from the points of sale designated by the Service Provider in the Agreement.

The utilisation of Edenred Solutions must occur in compliance with the valid authority rulings and guidelines, including the rulings and guidelines of the Finnish Tax Administration. The Service Provider warrants that it is aware of the authority rulings and guidelines mentioned hereunder, and of the fact that any restrictions attributable to same and any amendments to same may impact the utilisation of the Edenred Solutions as well as the services offered by Edenred under this Agreement.

4. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

Pursuant to the Agreement, the Service Provider shall have the right and obligation to accept all Edenred Solutions as payment for the meal, sports and cultural services and/or public transportation travel tickets offered by it. Service Providers who currently do not have card payment terminals in use, shall have the right and obligation to accept Value Vouchers or Mobile Payments as payment for the services provided by them. Edenred undertakes to notify the Service Provider of any changes to its Edenred Solution selection on its Website.

The Service Provider agrees to accept Edenred Solutions only as payment for meal, sports and cultural services and/or public transportation travel tickets in accordance with the agreement between the Service Provider and Edenred. The Service Provider must not exchange the Edenred Solutions into cash, or give any change for same. Edenred Solutions must not be accepted as payment for alcohol, tobacco, groceries or other goods or services that the applicable tax regulations do not apply to. Edenred Solutions are personal.

The Service Provider agrees to comply with all of the Guidelines provided to it by Edenred or a third party. Edenred shall provide the Service Provider with separate instructions regarding the utilisation of the targeted Edenred Solutions.

When accepting the Edenred Solutions, the Service Provider agrees to comply with all valid rulings of the Finnish Tax Administration concerning fringe benefits and the utilisation of targeted Edenred Solutions, and with other authority regulations. The valid applicable tax guidelines are available for review on the Website. The Service Provider understands and accepts the limitation pursuant to which Edenred Solutions may only be used to pay for services encompassed by the benefit from time to time.

The Service Provider undertakes to identify and verify the identity of the holder of an Edenred Solution in accordance with the Guidelines. The Service Provider agrees to instruct its personnel and also otherwise to act in compliance with all existing Guidelines, including the guidelines pertaining to the utilisation of the targeted Edenred Solutions.

The Service Provider must not charge any additional fee from the customer for the utilisation of Edenred Solutions, or to place same on an unequal standing as compared to other payment methods. Edenred shall not be liable for any damage caused by the use of services paid for by means of the Edenred Solutions.

The Service Provider shall be obligated to utilise Edenred's trademarks, in accordance with the instructions issued by Edenred, to denote the acceptance of Edenred Solutions. Edenred shall have the right to utilise the Service Provider's name and logo in the marketing of Edenred Solutions.

The Service Provider agrees to comply with the DPA, Applicable Laws and Edenred's Guidelines in Processing Personal Data.

5. VALUE VOUCHER ACCEPTANCE SERVICE

The Service Provider agrees to handle the Value Vouchers received by its in accordance with the instructions regarding the handling of the Value Vouchers found on the Website. In particular, the Service Provider must ensure when accepting a Value Voucher that it is valid in accordance with the term of validity indicated therein and that the Value Voucher is intact, unused and authentic.

The Service Provider shall be liable for the safe delivery of the Value Vouchers to Edenred.

Edenred shall reimburse to the Service Provider the nominal value of the Value Vouchers that the Service Provider has delivered to Edenred pursuant to the Agreement and processed in accordance with the Guidelines. Edenred shall deduct the service fee set forth in its service price list in force from time to time from the nominal value. The service price list is published on the Website. The fees may vary depending upon the Edenred Solution.

Edenred shall have the right to deduct a service fee charge set forth in its price list in relation to Value Vouchers processed in violation of the Agreement and/or the Guidelines. Furthermore, Edenred shall, in lieu of the termination right set forth under Clause 11, or in addition to same, have



the right to refrain from the reimbursements to be effected to the Service Provider entirely or partially in relation to the Value Vouchers that are processed or delivered to Edenred in violation of the Agreement and/or the Guidelines.

The Service Provider shall ensure that the received Lounas Value Vouchers have been received by Edenred latest within fifteen (15) days of the expiration of the term of validity indicated on the Edenred Vouchers. No Lounas Value Vouchers received after the said date shall be reimbursed to the Service Provider.

The Service Provider shall ensure that the received Virike Value Vouchers have been received by Edenred by the last working day of the February following the expiration of the term of validity indicated on the Edenred Vouchers. No Virike Value Vouchers received after the said date shall be reimbursed to the Service Provider.

The Service Provider agrees to promptly inspect that the amounts reimbursed to the Service Provider by Edenred match the nominal value of the Value Vouchers delivered and declared by the Service Provider to Edenred (less Edenred's service fee). The Service Provider agrees forthwith, and latest within thirty (30) days of the date of reimbursement to notify in writing of any discrepancies in the amounts of Edenred's reimbursements and the Value Voucher payments received by the Service Provider. Edenred shall not be liable for any discrepancies in reimbursement amounts declared after the time period mentioned under this Clause.

The Service Provider agrees to verify that Edenred has received and paid the reimbursement on time. In case the Service Provider has not received payment for a reimbursement submitted by it, the Service Provider agrees to notify Edenred in writing latest within twenty-one (21) days of the date the Value Vouchers were sent to Edenred of the unpaid reimbursement. Edenred shall be entitled to require the Service Provider to produce and the Service Provider shall be obligated to produce to Edenred the requisite proof for the purposes of the investigation work pertaining to the unpaid reimbursement ("Collaboration Obligation"). In case the Service Provider fails to produce the requisite proof within seven (7) days of the request, the Service Provider shall be deemed in breach of the Collaboration Obligation, in which case Edenred shall not be obligated to continue with its investigation work. Edenred shall not be liable for any unpaid reimbursements that the Service Provider announces after the time period mentioned under this Clause, or in relation to which the Service Provider fails to comply with the Collaboration Obligation.

6. CARD ACCEPTANCE SERVICE

The Service Provider agrees to process the Cards accepted by it in accordance with the instructions for Card processing published on the Website. The cardholder must show the Card to the merchant prior to the purchase. The processing and verification of card transactions takes place in accordance with the Merchant Agreement between the merchant and the bank receiving the card transaction, falling outside of the scope of this Agreement.

To process card payments, the Service Provider needs to have a payment terminal connected to the MasterCard/Maestro payment system.

The Service Provider must not accept a payment transaction that the recipient of the payment transaction cannot verify in online status, in case such immediate verification is necessary. The Service Provider warrants and shall be liable for ensuring that the sum to be charged from the Cards always corresponds to the service offered to the cardholders.

The Service Provider shall pay its bank, or another contractual partner, the customary merchant fee for transmitting the payments made using the Cards based on a separate agreement. Under no circumstances shall Edenred be liable for payments based on agreements to which it is not a party.

Edenred shall have the right to request the Service Provider for proof of a single or several purchase transactions for the purposes of investigating cardholders' claims. Edenred reserves the right to refrain from accepting payment transactions made using Cards that are erroneous, or illegal, void or in violation of the Agreement, or that are made using counterfeit or expired Cards.

Edenred shall charge from the Service Provider a service fee in accordance with its price list in force from time to time. The Service Price List shall be published on the Website. The fees may vary depending on the Means of Payment. The payment term shall be net fourteen (14) days. Any fees to be charged for the utilisation of the Cards shall be determined based on a separate Merchant Agreement.

Any other charges and fees, terms of payment and terms of invoicing shall be determined on the Website, or separately in writing.

7. MOBILE PAYMENTS ACCEPTANCE SERVICE

The Service Provider agrees to process the Mobile Payments received by it in accordance with the instructions on Mobile Payments published on the Website. The Mobile Payment transactions are processed and verified by a Service Provider belonging to the Edenred group, PrePay Solutions Ltd ("PPS").

In order to be able to process Mobile Payments, the Service Provider requires a functioning Internet connection. Monitoring of Mobile Payments takes place by means of logging into the Online Service.

Edenred shall reimburse the received Mobile Payments to the Service Provider in accordance with the valid reimbursement schedule. The valid reimbursement schedule shall be published in the Online Service, or separately on the Website.



Edenred shall deduct from the Reimbursement to the Service Provider the service fee in accordance with its price list in force from time to time. The valid price list shall be published on the Website. Service fees may vary depending on the Means of Payment. Any other charges and fees, terms of payment and terms of invoicing shall be determined on the Website, or separately in writing.

8. USER ID AND PASSWORD

The Service Provider shall be solely responsible for the utilisation and confidentiality of the user ID and password created by them in the Online Service. The user ID and password shall be strictly confidential, and must not be disclosed to any third parties. The Service Provider shall be liable for all use occurring under the user ID and password, as well as for orders made based on same until Edenred is requested to block access to the user account.

The Service Provider shall forthwith notify Edenred, in case the Service Provider detects unauthorised signing-in into their user account, if a third party has become privy to the user ID or password, or if it has been lost, or if for some other reason these must be changed or deactivated.

9. USAGE RESTRICTIONS

Edenred shall have the right to temporarily restrict the use of the Online Service at any time, or to block it permanently, in case Edenred has a justified cause to suspect that the Service Provider is utilising the service in violation of the terms and conditions.

10. UPDATE AND MAINTENANCE

Edenred shall have the right to suspend the use of the service, without incurring any liability to indemnify the Service Provider, in case this is necessary due to the maintenance, repair or development of the service, or if there is other justified cause for the suspension. To the extent possible, Edenred shall inform the Service Provider in advance of any outages in the service.

Taking into account the development within the industry and of its own operations, Edenred shall have the right to modify the services pertaining to the acceptance of Edenred Solutions, Internet services and Additional Services as well as the method of implementation of same, in such a manner, however, that the overall level of the services is not reduced. Furthermore, Edenred shall have the right to modify the service, if the modification is attributable to a law, decree, authority regulation or ruling.

11. SERVICE PROVIDER'S COMMUNICATIONS WITH EDENRED AND CHANGES TO INFORMATION

The Service Provider shall promptly notify Edenred of all such changes in its contact details or other information and/or of changes in circumstances (including the Service Provider's insolvency) that could impact the Agreement between the Parties or the service provided by Edenred. The Service Provider shall be liable for the correctness of the information it provides to Edenred, and Edenred shall not be obligated to verify or supplement any information provided to it. The Service Provider shall send notices to Edenred via the Website.

In the case of such changes in the Service Provider's information, it shall promptly notify Edenred thereof either by filling out the form on the Website intended for the purpose, or by communicating the changes via the Online Service.

12. EDENRED'S COMMUNICATIONS WITH THE SERVICE PROVIDER

Edenred shall provide the Service Provider with notices pertaining to the Agreement and the service provided by it in the Online Service, or on the Website, or by email or mail, to the address notified to Edenred, the postal service or the authorities.

The Service Provider shall be deemed to have received and understood the notices provided by Edenred to the Service Provider latest on the seventh (7th) day of the notice being available to the Service Provider in the Online Service or on the Website, or of being sent to the Service Provider's email, or an address notified to Edenred, the postal service or the authorities.

13. FEES

The Service Provider undertakes to pay to Edenred the fees specified under this Agreement during the term of validity of this Agreement.

In case the Service Provider defaults in the payment of a fee due for payment, without prejudice to any other available right or remedy, Edenred shall have the right to postpone the fulfilment of its own performance until such payments have been discharged and/or; to obligate the Service Provider to pay interest on arrears in relation to the outstanding amount in accordance with the Finnish Interest Act as of the day following the due date until payment has been effected in full, and to declare the agreement voided, in case the Service Provider has failed to effect payment of its remaining fees within thirty (30) days of Edenred providing the Service Provider with a written notification regarding the payment of the outstanding fees.

14. DATA PROCESSING AND DATA SECURITY

The Service Provider acknowledges that as part of the Mobile Payment acceptance services, or as part of Online Services, the Service Provider may obtain a viewing right to the personal data of persons using the service, or such personal data may otherwise be disclosed to the Service Provider in



connection with the services. The Service Provider shall have the right to review or otherwise process said personal data solely for the purpose and in the scope necessary for the purposes of processing and reimbursement of the payments received by the Service Provider. The Service Provider shall not have the right to exploit or process such personal data for any other than the aforementioned purpose. The Parties have agreed upon the processing of such personal data by means of a separate Data Processing Addendum ("DPA"), attached as part of the General Terms, Appendix 2. The aforementioned DPA Appendix shall be applicable as such to all personal data processing carried out by Edenred on behalf of the Customer in conjunction with the provision of the Edenred Solutions.

The Service Provider agrees to abide by the statutory requirements pertaining to the Edenred Solutions acceptance services, or otherwise to Internet services, and to ensure the confidentiality of personal data processing, as well as the secrecy of data. The Service Provider shall be solely liable for ensuring that the equipment employed in the utilisation of the services meets sufficient security requirements pertaining to information technology and that the Service Provider's personnel has been sufficiently inducted into the confidential processing of personal data. The Service Provider shall be obligated to ensure that no third parties have access to personal data.

All data pertaining to the Service Provider shall be collected and registered by Edenred. Edenred shall utilise the Service Provider's information in accordance with [the privacy policy](#) (available on the Website), including, without limitation, handling and managing the customer relationship, as well as for marketing purposes.

15. INTELLECTUAL PROPERTY RIGHTS

Edenred and/or third parties are the owners of all the intellectual property rights pertaining to the Edenred Solutions, along with all the rights pertaining thereto, as well as all trademarks and other intellectual property rights belonging to Edenred, and no intellectual property rights are being transferred to the Service Provider by virtue of the Agreement. The Service Provider and the Beneficiary shall have the right to utilise the Edenred Solution in accordance with these General Terms and the terms of use and guidelines applicable from time to time.

16. CONFIDENTIALITY

The Parties undertake to maintain confidential all information pertaining to the Service Agreement, personal data or that has been indicated as being confidential or that should be understood as being confidential, unless otherwise provided in this Agreement or valid legislation. Neither Party shall have the right to disclose any confidential information to any third party, or to use such information for any purpose other than that set forth in this Agreement without the written consent of the other Party. Edenred shall have the right to express confidential information to its group companies, subcontractors and to MasterCard International Incorporation, as well as to the authorities. The confidentiality obligation shall remain in force for the duration of this Agreement and for three (3) years after the expiration thereof, unless a longer statutory confidentiality period is applicable to same.

17. LIABILITY

The Service Provider shall be liable for the provision of meal, sports/cultural services and/or the sale of public transportation tickets, as well as for any obligations and/or damage caused to the holders of Edenred Solutions and third parties by the services provided by the Service Provider. In the case of a breach of contract, the Service Provider shall be liable to compensate Edenred in full for any damage incurred from a breach of contract. Edenred's liability shall be limited to the functioning of the Edenred Solutions and to the Additional Services provided to the Service Provider by Edenred (within the scope of the terms and conditions of the service).

Under no circumstances shall Edenred be liable for the actions of the Service Provider, for the products or services provided by same, or for any other factors pertaining to the Service Provider, such as any damage caused by the Service Provider.

Under no circumstances shall either Party be liable for any indirect or consequential loss or damage incurred by the other Party, such as lost profits, lost market shares, loss of turnover, business, production or goodwill.

Edenred's liability for a defect or delay in the services referred to under these General Terms shall be limited to remedying the defect.

The liabilities under this Clause 17 shall not apply to any damage caused wilfully or through gross negligence.

18. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to fulfil its obligations under this Agreement, if caused by a Force Majeure event.

A Force Majeure event shall be deemed to comprise an event occurring after the conclusion of the Agreement, being an unforeseen event beyond the control of the Parties of which the Parties were not aware, which the Parties are not able to influence and that prevents or precludes the fulfilment of the obligations under the Agreement. Such events include, *inter alia*, fire, natural disaster, mobilisation, war, foreign exchange restrictions, import and export restrictions, strike, lock-out, cyber attack, disruptions in or failure of telecommunications or payment terminal connection difficulties.

19. VALIDITY

This agreement shall enter into force upon the signing thereof by both Parties and shall remain in force until further notice. Either Party shall have the right to terminate the Agreement in writing, subject to a termination notice period of thirty (30) days.



Either Party shall have the right to rescind this Agreement with immediate effect subject to a written notice, if:

- a) the other Party has breached the terms and conditions of this Agreement and has failed to remedy such failure within thirty (30) days of receiving a written notice of same from the other Party; or if
- b) the other Party is declared bankrupt or placed in corporate restructuring proceedings, placed in liquidation or found otherwise insolvent, or in case all of the Service Provider's assets or a material portion thereof are transferred to a third party.

Edenred shall have the right, without justifying its decision, to rescind the Agreement to end with immediate effect, in case there arises cause to suspect that the service, or the Edenred Solutions pertaining to the service, are being used unlawfully, or in a manner potentially causing damage to Edenred.

The Service Agreement shall be deemed expired, if the Customer has not placed an order in the preceding twenty-four (24) months.

20. MISCELLANEOUS

20.1. Amendments

Edenred shall have the right to amend the terms and conditions of the General Terms and of the appendices to same. Edenred shall notify the Service Provider of the amendments in accordance with clause 12, no less than thirty (30) days prior to the effective date of the amendment. In case the amendment is not attributable to a law, decree, authority regulation or ruling and the change is unfavourable for the Service Provider, the Service Provider shall have the right to terminate the Agreement to end before the entry into force of the amendments by notifying Edenred of same in writing. If the Service Provider has not terminated the Agreement in writing prior to the entry into force of the amendment, the Service Provider shall be deemed to have accepted the amendment and the Agreement shall be binding upon the Service Provider in its amended form.

Edenred shall have the right to update and publish terms of use and Guidelines directly binding upon the Service Provider by informing the Service Provider of same on the Website.

This Agreement shall supersede any prior agreements between the Parties regarding the matters regulated by the Agreement.

20.2. Assignment

Edenred shall have the right to assign its rights and obligations under this agreement without the Service Provider's prior approval to a company belonging to the same corporate group or to another entity, as well as in connection with the transfer of business operations to the company or other entity being the recipient of the business operations. The Service Provider shall not have the right to assign any of its rights and obligations under this agreement without Edenred's written consent.

20.3. Invalidity of terms

In case one or several contract terms are found to be unlawful, void or unenforceable by a court of law or the mutual decision of the Parties, this shall not affect the validity or existence of the remaining contract terms.

20.4. Prevailing language

This Agreement was drafted both in Finnish and in English, but in the case of any discrepancies between the language versions, the Finnish language version shall prevail.

20.5. Governing law and dispute resolution

This Agreement shall be governed by the laws of Finland. Any disputes arising from this Agreement shall be resolved in the Helsinki District Court.



DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") is an appendix to the Agreement between Edenred and the Merchant ("Subprocessor"), and is subject to its terms and conditions to the extent not otherwise agreed herein. It is legally binding only in connection with the Agreement between Edenred Finland and Merchant. Agreement together with all its appendices (including this DPA) are jointly referred to as the "Agreement".

The Parties agree to amend the Agreement to incorporate the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereafter the "GDPR").

The Parties agree that:

- this Addendum enters into effect on May 25th, 2018;
- the provisions of this Addendum shall supersede any conflicting terms in the Agreement;
- the provisions of the Agreement not expressly amended or derogated by this Addendum shall remain valid and in full force and effect;
- any reference to DP Legislation (as defined hereafter) or any other law/regulation in this Addendum shall be deemed to include any subsequent replacement or amendment of them.

1 DEFINITIONS OF THE DPA

The definitions of the Agreement apply to this DPA. In addition, the following definitions apply for the purposes of this DPA:

Edenred Personal Data means any information relating to an identified or identifiable natural person (the data subject), whether such identification is or can be done directly or indirectly.

Personal Data means the personal data of the Edenred Customer or otherwise related to the Edenred Customer's operations.

Processing means operations and actions that concern or include Personal Data such as collection, recording, organization, storage, adaptation or alteration, retrieval or use.

Data Controller means the entity who alone or jointly with others determines the purposes and means of the Processing of personal data.

Data subject means the natural person, who's Personal Data is processed.

Processor means the entity who processes Personal Data on behalf and under the instructions of the Controller.

Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Applicable Laws means the laws of and practice arising from the General Data Protection Regulation, national legislation implementing or complementing the General Data Protection Regulation, the regulations and statements of regulatory authorities, including the European Data Protection Board, and acts of the Commission.

Subprocessor means an entity who processes Edenred Personal Data in accordance with the instructions of the Processor as a sub-processor of the Processor.

2 PURPOSE

The purpose of this DPA is to define the conditions under which the Subcontractor undertakes to carry out the Processing of Personal Data received from Edenred Customer or on behalf of Edenred, or otherwise obtained in connection with the performance of the Subcontractor obligations under the Agreement. In the course the Agreement, Subprocessor may process Personal Data on behalf of the Edenred and its' Customer. The purpose of this DPA is to agree the terms and conditions applicable to the Processing of Edenred Personal Data in connection with the Services.

The Parties agree that Edenred is Controller and the Subprocessor is the Subprocessor for Edenred Personal Data.

Each Party shall comply with its obligations set forth in the GDPR and in any other potentially applicable laws implementing the same applicable to Edenred Personal Data processed in the framework of this Agreement.

3 EDENRED OBLIGATIONS

Edenred shall provide for the Subprocessor Edenred Personal Data to be able to provide Services. Edenred shall process personal data in compliance with GDPR and other Applicable Laws, be entitled to give documented instructions to the Subprocessor on the processing of personal data under this DPA, which instructions shall be binding on the Processor, at all times retain the control and authority to the Edenred Personal Data, and at all times retain title and all intellectual property rights and other rights to the Edenred Personal Data. Edenred shall Supervise Edenred Personal Data Processing, which may include audits acted by Edenred or its' Customer, as set out in section 8 of this Addendum.

4 SUBPROCESSOR OBLIGATIONS

The Subprocessor agrees to process all Edenred Personal Data with due care and skill and in accordance with GDPR and other Applicable law as well as with the provisions of the Agreement and this DPA. The Subprocessor shall process Edenred personal data only on behalf of Edenred for the purposes defined in Agreement and this DPA.



The Subprocessor may not copy or reproduce the Customer Personal Data or in any way Process the Customer Personal Data for purposes other than those agreed on any Processing in the Agreement. Subprocessor shall use Edenred Personal Data solely for the purpose of performing its obligations and services.

Subprocessor shall ensure that persons authorized to process the Edenred Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

The Subprocessor shall implement and maintain appropriate technical and organizational measures in such a manner that Processing will meet the requirements of Applicable Law, any potential Edenred's policies communicated as well as any other legitimate instructions from Edenred, and ensure the protection of the rights of the Data Subjects.

Subprocessor shall immediately inform Edenred in writing and explain the reasons if, in its opinion, there is a risk that an instruction given by Edenred could infringe any Applicable Laws. The Processing to be carried out by the Subprocessor shall comprise the Processing set out in Agreement and such other Processing as agreed by the Parties in writing from time to time.

Notwithstanding anything contrary to the Agreement, indemnify and pay Edenred all damage incurred out of or in connection with a breach by the Subprocessor of its obligations under this Addendum.

5 COOPERATION AND ASSISTANCE

The Subprocessor shall, at its own cost and expense, cooperate and provide assistance and information as reasonably requested by Edenred in order to enable Edenred to comply with its obligations under Applicable Laws.

The Subprocessor shall immediately inform Edenred in writing and transferring the request, if the Subprocessor received a request from a Data Subject for exercising its rights of access to, rectification, erasure, restriction of, portability and objection to Processing of its Personal Data and by taking appropriate technical and organizational measures for the fulfillment of Edenred's obligations to respond to such request. In no event should the Subprocessor respond to such request without Edenred's prior written consent.

The Subprocessor shall assist Edenred where applicable and depending on the type of Services provided, by putting in place appropriate mechanisms allowing Edenred to inform the Data Subject at the time its Personal Data is being collected. The wording and format of this information shall be agreed with Edenred prior to collect the Personal Data.

The Subprocessor shall assist Edenred to cooperate with any competent authority as regards Edenred Personal Data Processing.

The Subprocessor shall immediately inform Edenred in writing if the Subprocessor received a request from a competent authority in relation to Edenred Personal Data Processing. The Subprocessor shall notably provide all required assistance to Edenred in the context of a competent authority investigation or consultation obligation under Applicable Law, such as data protection impact assessments. In no event should the Subprocessor respond to such request without Edenred's prior written consent.

If the Subprocessor appoints a Data Protection Officer (as such concept is defined and described under Applicable Law), shall Subprocessor inform it in writing for Edenred, also in the circumstances this information changes.

The Subprocessor shall assist Edenred by cooperating with any Edenred's employee, agent and notably with Edenred's Data Protection Officer and data protection correspondents in relation to data privacy matters in connection with the Agreement.

6 SECURITY

The Subprocessor shall satisfy its own obligations under Applicable Law and assist Edenred for the fulfillment of its obligations under applicable Laws as regards security of Processing.

The Subprocessor shall implement and maintain, at its own costs and expense, appropriate technical and organizational measures, as notably required by article 32 of the GDPR, to ensure a level of security appropriate to the risk resulting from Edenred Personal Data Processing, in particular to protect it from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, and access to, such as and where applicable:

Pseudonymisation and encryption of Edenred Personal Data;

measures to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and Services;

measures to restore the availability and access to Edenred Personal Data in a timely manner in the event of a physical or technical incident;

a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of Edenred Personal Data Processing;

appropriate measures to address any Data Breach that occurs;

The Subprocessor shall disclose Edenred Personal Data only to its employees, agents who have a need to know it strictly for the performance of the Services provided that they have agreed in writing to comply with confidentiality and data protection obligations no less restrictive than those set forth herein or are under appropriate statutory obligations of confidentiality. The Subprocessor shall therefore take appropriate steps to ensure that any natural person acting under its authority and who has access to Edenred Personal Data, process such data in accordance with instructions from Edenred.



7 DATA BREACH

The Subprocessor shall immediately inform Edenred in case of a Personal Data Breach and notify in writing Edenred without undue delay and in any case no later than fourteen (14) hours after the Subprocessor becoming aware, or have reasonable ground to suspect, a Personal Data Breach (hereafter a "Personal Data Breach") in order to enable Edenred to comply with its own obligations.

Such notification of a Personal Data Breach shall include at least and as required under the Applicable Laws:

- a) a description of the nature and extent of the Security Incident, including, where feasible, the categories of and the approximate number of Data Subjects affected by the Security Incident as well as the categories of and the approximate amount of Customer Personal Data affected by the Security Incident;
- b) name of and contact details of Edenred's data protection officer (if appointed) or other points of contact where more information can be obtained;
- c) a description of the estimated consequences of the Security Incident; and
- d) a description of the measures which Edenred has taken or intends to take to address and amend the Security Incident, including measures for mitigating its potential negative effects.

Where, and in so far as, it is not possible to provide the information at the same time, the information will be provided in phases without undue further delay.

Notification shall be sent with any necessary documentation to enable Edenred, where necessary, to notify this breach to the competent authority. In no event should the Subprocessor communicate with any competent authority nor any Data Subjects about a Personal Data Breach without Edenred's specific prior written consent.

In addition, in case of a Personal Data Breach, the Subprocessor shall:

- a) promptly investigate the underlying causes of the Personal Data Incident, assemble and preserve any Edenred Personal Data and indicate Edenred the cause of the Personal Data Breach including by notably performing a root cause analysis of the Personal Data Breach and;
- b) take whatever action is necessary to minimize the impact and the risk of repetition of the Personal Data Breach and take any steps necessary to correct it, prevent it from recurring and update Edenred about the implementation of these actions at regular intervals and until completion and;
- c) assist Edenred in addressing the adverse consequences of the Personal Data Breach for Edenred.

8 AUDIT

The Subprocessor shall make available to Edenred upon request, all information necessary to demonstrate the Subprocessor's compliance with its obligations under this Addendum and under any Applicable Law more generally.

In addition, Edenred or any other auditor mandated by Edenred, will have the right, at any time, subject to a reasonable prior notice, to access to the Subprocessor's premises, systems and those of its Subprocessors authorized as per the terms of article 8 of this Addendum, to verify notably the conformity of all or part of its contractual obligations under the Agreement, Addendum and the Applicable Laws and, more generally, to inspect the integrity, confidentiality and security of Edenred Personal Data. Such audit shall not unreasonably disturb the Subprocessor and its authorized Subprocessors. As an exception to the above, no prior notice period shall be required in case of audit triggered by any Edenred Personal Data Incident or if requested by a competent authority.

Should the audit reveal a breach of a contractual duty by the Subprocessor and/or its authorized Subprocessors, the Subprocessor shall take, at its own costs and expense, all necessary measures to remedy the deficiency within a period agreed by the Parties and the Subprocessor shall bear the cost of the audit during which such discrepancies have been identified.

9 SUBCONTRACTING

The Subprocessor shall not subcontract all or part of its obligations under this Addendum without the prior specific written consent of Edenred.

The Subprocessor shall ensure that equivalent level of protections regarding data protection are imposed in the contract signed between the Subprocessor and the authorized Subprocessor, as those set out in this Addendum.

Any authorized Subprocessor shall operate under the sole responsibility of the Subprocessor, who shall remain fully liable to Edenred for the performance of that subcontracted obligations.

Subprocessor ensures to monitor the performance of its Subcontractors and is liable for their work towards Edenred as it is of its own. Subprocessor agrees to provide Edenred a list of its Subcontractors used in relation to the Services.



10 RECORDS OF EDENRED PERSONAL DATA PROCESSING

The Subprocessor shall maintain a record of the Processing carried out on behalf of Edenred, in a readable format and in a manner consistent with article 30 of the GDPR. This record shall at least contain:

- a) the name and contact details of Edenred, of any potential Subprocessor authorised as per the terms of article 9 of this Addendum and, where applicable, of the Subprocessor's Data Protection Officer and;
- b) the categories of Processing carried out on behalf of Edenred and;
- c) a general description of the technical and organisational security measures, as per the terms of article 5 of this Addendum.

11 LOCATION OF EDENRED PERSONAL DATA

The Subprocessor shall not host, disclose, transfer or let access to any Edenred Personal Data outside the European Economic Area (EEA).

Any disclosure, transfer, change of hosting or access to Edenred Personal Data proposed by the Subprocessor shall be subject to a reasonable prior notice, which cannot be lesser than six (6) months, before implementing such change in the event Edenred accepts it.

12 EDENRED PERSONAL DATA AT THE END OF THE AGREEMENT

Without prejudice to any other Subprocessor's obligations set forth under the Agreement, the Subprocessor shall, at its own costs and expense, and within one (1) business day after the end of Edenred Personal Data Processing, at Edenred's choice:

- a) delete Edenred Personal Data together with any copies and extracts or;
- b) return all the Edenred Personal Data to Edenred and delete all existing copies and extracts of the same or;
- c) send all Edenred Personal Data to the subcontractor designated by Edenred and delete all existing copies and extracts of the same

The Subprocessor will provide Edenred with a written certificate of destruction of Edenred Personal Data, signed by a duly authorised representative.

Notwithstanding the above, the Subprocessor shall be authorized to retain one copy of Edenred Personal Data if it can prove that it is strictly required by its applicable law to retain it. In which case, the Subprocessor will take appropriate measures to preserve its continuing confidentiality in strict compliance with the terms of this Addendum and being specified that this exception shall be interpreted in a restrictive manner and that a very limited number of people may access to this copy.

PRICE LIST FOR EDENRED SERVICES

Service fees from 1.1.2018

LUNCH SERVICES

EDENRED CARDS AND MOBILE PAYMENT SERVICE FEES

- 2,90 % of reimbursement cross amount

LOUNASSETELI™ LUNCH VOUCHER SERVICE FEES

- 2,90 % of reimbursement cross amount
- Minimum service fee 5 €

PICK-UP SERVICE FOR LOUNASSETELI™

- 15,90 €/settlement

OTHER FEES

- Annual service fee per outlet
 - 1-5 outlets 55 €
 - 6-20 outlets 33 €
 - 20+ outlets 22 €
- Service fee (in case of improperly submitted voucher clearing) 12 €
- Investigation 50 € per half an hour started
- Paper invoice 8 €

VAT 24 % is applied on all service fees.

PRICE LIST FOR EDENRED SERVICES

Service fees from 1.1.2018

RECREATIONAL SERVICES

EDENRED CARDS AND MOBILE PAYMENT SERVICE FEES

- 3,50 % of reimbursement cross amount

VIRIKESETELI® RECREATIONAL VOUCHER SERVICE FEES

- 3,50 % of reimbursement cross amount
- Minimum service fee 5 €

PICK-UP SERVICE FOR VIRIKESETELI®

- 15,90 €/settlement

OTHER FEES

- Annual service fee 0 €
- Service fee (in case of improperly submitted voucher clearing) 12 €
- Investigation fee 50 € per half an hour started
- Paper invoice 8 €

VAT 24 % is applied on all service fees.

COMMUTING SERVICE

EDENRED CARD SERVICE FEE

- 2,50 % of reimbursement cross amount

OTHER FEES

- Annual service fee 0 €
- Investigation fee 50 € per half an hour started
- Paper invoice 8 €

VAT 24 % is added on all service fees.