

General Terms and Conditions

These general terms and conditions (the "General Terms") shall enter into force between Edenred Finland Oy, 00510 Helsinki, Business ID 1057825-2 ("Edenred") and the client (the "Client") or between Edenred and the Service Provider (the "Service Provider").

The Service Provider and Edenred or the Client and Edenred shall hereinafter in these General Terms be also referred to as a "Party" and jointly as the "Parties".

General Terms shall enter into force i) between Edenred and the Client after the Client has registered as a user of Edenred service and in connection with the registration, accepted the General Terms, after both Parties have signed the Agreement or, after the Client and Edenred's legal representative have verbally agreed on the usage of Edenred's services, ii) between Edenred and the Service Provider on the day appointed in the Service Agreement, after both Parties have signed the Agreement or, after the Service Provider and Edenred's legal representative have verbally agreed on the usage of Edenred's services.

1. Scope of application

These General Terms will, for the parts applicable, be applied to the contractual relationship of Edenred and the Client and Edenred and the Service Provider.

Unless specifically stated otherwise in the Agreement, the following order of priority applies to the contractual relationship between Edenred and the Client:

- 1. Service Agreement
- 2. General Terms (incl. the attached general terms and conditions applicable to Edenred Solutions and Edenred Voucher Service and Edenred Solutions' terms of use)
- 3. Price List and pay-by-use terms (the price list and invoicing terms in force from time to time will be published on the Website)

Items 1-3 shall jointly form the agreement between Edenred and the Client (the "Agreement").

Unless specifically stated otherwise in the Agreement, the following order of priority applies to the contractual relationship between Edenred and the Service Provider:

- 1. Service Agreement
- 2. General Terms (incl. the attached general terms and conditions applicable to Edenred Solutions and Edenred Voucher Service)
- 3. Price List (the price list and invoicing terms in force from time to time will be published on the Website)

Items 1-3 shall jointly form the agreement between Edenred and the Service Provider (the "Agreement").

2. Definitions

The following definitions are used in this Agreement:

'Additional Service' shall mean any additional service provided by Edenred. 'Beneficiary' shall mean the holder of an Edenred Solution meaning the Client's employee who is, based on the agreement by the Client and Edenred,, entitled to utilise Vouchers and and/or Edenred Solutions.

'Card(s)' shall mean all Edenred's virtual and physical card-based solutions encompassed by the General Terms and the Agreement.

'Client' shall mean a company or entity registered into the Online Service which has obtained a user ID along with a possibility of submitting orders for Edenred Solutions and/or Vouchers.

'Courier Service' shall mean any corporation offering delivery services and/or service platform in which meal- and/or transportation service orders can entirely or partly be paid with an Edenred Solution.

'Edenred Account' shall mean the user account into which the Beneficiary's information related to the Edenred Solution is recorded and where the usable value of the Edenred Solution is loaded.

'Edenred Card' shall mean the Beneficiary's personal Edenred Solution issued by PrePay Technologies Ltd, a company belonging to the Edenred Group, under a license granted by MasterCard International Incorporated. Edenred administers the Edenred Card that is valid in Finland, and which combines features of the Edenred Lounas and Edenred Virike Solutions.

'Edenred Dental' shall mean the Beneficiary's personal Edenred Solution including MyEdenred Mobile issued by PrePay Technologies Ltd, a company belonging to the Edenred Group, under a license granted by MasterCard International Incorporated. Edenred administers the Edenred Dental Solution, valid in Finland and that may only be used to purchase dental care services from Service Providers belonging to a limited network of establishments that accept the Edenred Dental Solution.

'Edenred Lounari' shall mean the Beneficiary's personal Edenred Solution or Voucher valid in Finland and that may only be used to purchase prepared meals in Service Provider restaurants, cafeterias and other food establishments belonging to a limited network of food establishments that accept the Edenred Lounari luncheon voucher as a means of payment.

'Edenred Massage' shall mean the Beneficiary's personal Edenred Solution including MyEdenred Mobile issued by PrePay Technologies Ltd, a company belonging to the Edenred Group, under a license granted by MasterCard International Incorporated. Edenred administers the Edenred Massage Solution, valid in Finland and that may only be used to purchase massage services from Service Providers belonging to a limited network of establishments that accept the Edenred Massage Solution.

'Edenred and/or MyEdenred Mobile' shall mean mobile application- and/or online-based Edenred Solutions. Edenred administers Edenred and/or MyEdenred Mobile Solutions valid in Finland and which includes features of different Edenred Solutions.

'Edenred Solution or Edenred Solutions' shall mean all present and future pre- and postpaid solutions issued and/or managed by Edenred, intended for the payment of the Beneficiary's meal-, sports- and/or cultural services, massage-, dental-, and/or commute benefits. Edenred Solutions may be used only in Service Providers' places of use for the purchase of products and services that are defined in the Edenred Solutions' contract terms and terms of use. Edenred Solutions are Targeted Payment Instruments.

'Edenred Solutions' terms of use' shall mean the Terms of Use annexed to the General Terms that are binding on the Beneficiary when using Edenred Solutions.

'Edenred Työmatka' shall mean the Beneficiary's personal Edenred Solution issued by PrePay Technologies Ltd, a company belonging to the Edenred Group, under a license granted by MasterCard International Incorporated. Edenred administers the Edenred Työmatka Solution that is valid in Finland and that may only be used to purchase commuting services from Service Providers belonging to a limited network of establishments that accept the Edenred Työmatka Solution. 'Edenred Työmatka' may be a physical or digital card.

'Edenred Virike' shall mean the Beneficiary's personal Edenred Solution or Vouchervalid in Finland and that may only be used to purchase sports- and/or cultural services from Service Providers belonging to a limited network of establishments that accept the Edenred Virike Solution.

'General Terms or General Terms and Conditions' shall mean these general terms and conditions which are a part of the Agreement between Edenred and the Client or Edenred and Service Provider.

'Guidelines' shall mean all rules, guidelines, regulations, and other instructions given by Edenred to the Client, Service Provider and/or a Beneficiary from time to time and that relate to the use and functioning of Edenred Solutions and/or Vouchers such as instructions on technical details, instructions from banks that forward payment transactions and instructions published by authorities and the Finnish Tax Administration.

'Merchant Agreement' shall mean a separate Merchant Agreement, entirely independent from Edenred, between the merchant (Service Provider) and the recipient of payment transactions (the bank receiving the card transaction and/or other party

providing payment solutions) regarding the receipt of card payments and which is not covered by the scope of General Terms and this Agreement.

'Mobile Payments' shall mean all mobile application and/or online-based payments encompassed by the General Terms and the Agreement.

'MyChoice -service' shall mean an additional service possibly obtained by the Client which taking into use enables the Beneficiary to transfer different Edenred Solution's Usable Value between different Edenred Accounts however always in accordance with the Guidelines so that each Edenred Solution's total value corresponds, at its maximum, with the annual maximum limit defined for such benefit by the Finnish Tax Administration. However, Usable Value cannot ever be transferred between Edenred Lounari and other Edenred Solutions.

'Online Service' shall mean any application offered by Edenred allowing the Client, Service Provider or Beneficiary to manage their Edenred Solution or matters or orders pertaining thereto.

'Payer' shall mean a company or entity that has made a pre-payment for the Edenred Solution and/or Vouchers ordered by the Client (either the Client itself, or, for example, its parent company, accounting entity or other third party).

'Payments' shall mean the price of Edenred Vouchers and/or Edenred Solutions in accordance with their nominal value, along with delivery-, service-, and other charges set forth in Edenred's service price list in force from time to time.

'(Service) price List' shall mean the price lists for the solutions issued by Edenred or for the Additional Services provided by Edenred. The price lists and invoicing terms in force from time to time are published on the Website or separately in writing. Service fees may vary depending on the content of the agreement and the Edenred Solution.

'Service Provider' shall mean any service provider, company and/or an entrepreneur that has entered into a Service Agreement with Edenred and is consequently authorized to approve certain Edenred Solutions and/or Vouchers as a payment for offering specified products or services.

'Svea' shall mean Svea Payments Oy, business ID: 2121703-0.

'Targeted Payment Instrument' shall mean a payment instrument which use has been limited to take place only in pre-specified places of use.

'Usable Value' shall mean a value loaded into the Edenred Solution that yet remains to be used. Usable Value loaded into the Edenred Solution must be used within twenty-four (24) months from the time of loading or by the time defined by the Client.

'Vouchers or Edenred Voucher' shall mean all present and future voucher- solutions issued by Edenred and which are in force for a marked period of time and paid in advance and which purpose is the payment of a Beneficiary's meal- and/or sports- and cultural services benefits. Currently, the vouchers referred to in General Terms are Edenred Lounas Value Voucher (Edenred Lounari) and Edenred Virike Value Voucher (Edenred Virike).

'Website' shall mean Edenred's website at the address www.edenred.fi.

3. Background and purpose

These General Terms set out the conditions subject to which i) Edended delivers and Client orders Edenred Solutions for the Beneficiaries, as well as other general terms and conditions applicable to the Agreement and terms that apply to the approval of Edenred Solutions and/or Vouchers as a payment for meal-, sports- and cultural--, public transportation travel ticket-, massage- and/or dental services, and ii) the Service Provider undertakes to approve all Edenred Solutions and/or Vouchers as a payment for meal-, sports- and cultural-, public transportation travel ticket-, massage- and/or dental services bought by the Client from the points of sales defined in the Agreement.

Edenred Solutions are Targeted Payment Instruments. The utilisation of Edenred Solutions and/or Vouchers must take place in compliance with authority decisions and guidelines in force from time to time, including the decisions and guidelines of the Finnish Tax Administration. The Client and the Service Provider warrant that they are aware of the Guidelines and the fact that limitations set forth in Guidelines and amendments thereof may impact the use of Edenred Solutions and/or Vouchers and the services provided by Edenred based on this Agreement.

The Client is solely liable to ensure that Beneficiaries are aware of the content of the Guidelines and their impact on the use of Edenred Solutions.

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 and/or Vouchers as payment for the meal, sports- and cultural-, public transportation travel ticket-, massage- and/or dental services offered by it. Service Providers who currently do not have card payment terminals in use, shall have the right and obligation to accept Vouchers and/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 and/or Vouchers on its Website.

The Service Provider undertakes to accept Edenred Solutions and/or Vouchers only as payment for meal-, sports- and cultural-, public transportation travel ticket-, massage-and/or dental services in accordance with the Agreement between the Service Provider and Edenred. The Service Provider may not exchange Edenred Solutions and/or Vouchers into cash or give any change for same. Edenred Solutions may not be accepted as payment for alcohol, tobacco, groceries or other goods or services to which the tax regulations applicable to Edenred Solutions and/or Vouchers do not apply. Edenred Solutions are personal.

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

When accepting Edenred Solutions, the Service Provider undertakes to comply with rulings of the Finnish Tax Administration on fringe benefits and the utilisation of targeted Edenred Solutions in force from time to time and with other authority regulations. The valid applicable tax guidelines are available on the Website. The Service Provider understands and accepts that only such services that from time to time belong to the benefit's scope may be paid with Edenred Solutions and/or Vouchers.

The Service Provider undertakes to identify and verify the identity of a holder of an Edenred Solution and the acceptance of payment in accordance with the Guidelines.

The Service Provider undertakes to act in compliance with all existing Guidelines including guidelines on the utilisation of targeted Edenred Solutions and, to instruct its personnel to comply with the aforesaid.

The Service Provider may not charge any additional fee from the Client for the use of Edenred Solutions and/or Vouchers and may not put them into an unequal position in comparison with other payment methods. Edenred is not liable for any possible damage caused by the use of services paid with Edenred Solutions and/or Vouchers.

The Service Provider has a right and obligation to use Edenred's trademarks only in accordance with the instructions issued by Edenred to indicate that the Service Provider accepts Edenred Solutions and/or Vouchers as a payment method.

Edenred is entitled to utilize the Service Provider's name and logo in the marketing of Edenred Solutions and/or Vouchers.

5. Ordering of Edenred solutions

The Client may order Edenred Solutions and submit a request to Edenred on a loading of Usable Value by signing into its user account on the Online Service.

In connection with ordering Edenred Solutions, the Client gives out contact person information to Edenred.

If pay by usage -invoicing applies to the Edenred Solution, in connection with ordering Edenred Solutions, the Client informs Edenred also on the solution-specific amount of the benefit after which the limits of Usable Value are defined per a Beneficiary. Loading of Edenred Solution activates automatically and without separate measures the granting of the benefit. For the sake of clarity, it is stated that, the pay by usage -invoicing requires that the Client pays to Edenred an advance deposit in accordance with the price list in force from time to time.

Upon the Client's request, Edenred loads the amount defined by the Client into the Beneficiary's Edenred account, in accordance with the terms and conditions of this Agreement. Edenred Solutions' Terms of Use applicable to the use of each specified Edenred Solution are annexed to the General Terms. The latest versions of the Edenred Solutions' Terms of Use are available on the Website.

Persons authorized by the Client manage the Client's user account by using username and password delivered by email to the address designated in the client details. Edenred

shall process only such orders and loading requests that have been received from a legal representative of the Client or from a person holding an appropriate authorization given by the Client in accordance with this Agreement. Edenred aims to process requests for the loading of Usable Value within one (1) day, and to deliver the Edenred Solutions within ten (10) working days from the date of the order.

The Client undertakes to provide Edenred with all necessary information regarding the Beneficiary. The Client is liable for the correctness of information it has provided on the Beneficiary and for the Beneficiary's status as an employee of the Client. Edenred Solutions shall be delivered to the address given by the Client's contact person in the Online Service. Edenred reserves a right to refrain from granting a new or replacing Edenred Solution to a person designated by the Client without providing any reason.

If the Client belongs to the meal by agreement's scope of application and/or if the Client uses Edenred Massage and/or Edenred Dental -benefits, in connection with ordering an Edenred Solution, the Client i) chooses and defines in accordance with the Guidelines from Edenred's list of Service Providers such service providers from which the Client shall acquire services and/or in which the Client shall utilise Edenred Solutions, and ii) authorizes, when choosing service providers in accordance with what has been stated above in point i), Edenred to, on behalf of the Client, conclude and manage an agreement which is entered into with service providers designated by the Client for the purpose of producing a service to the Client. For the sake of clarity, it is stated that the authorization is required only in case no valid agreement exist between the Client and the chosen Service Providers. The agreements will be concluded by utilizing the Merchant Selection Tool and they can be reviewed in the same tool.

If the Service Provider already has an existing agreement with the Client, the Service Provider is obligated to follow the terms agreed upon in such an agreement also in relation to services and payments related to Edenred Solutions.

For the sake of clarity, it is stated that despite the Client belonging to the meal by agreement's scope of application or even though the aforesaid benefits apply in relation to the Client, the Beneficiary is entitled to use Edenred Solutions also in other Service Providers in addition to such service providers that have been chosen to belong to the meal by agreement's scope of application. However, Edenred Massage and/or Edenred Dental -benefits can always only be used in the Service Providers chosen by the Client.

In relation to Edenred Massage and/or Edenred Dental -benefits, the Client must, if needed, ensure that the provided service belongs to the scope of occupational health. The Client is solely responsible to ensure that the Client informs its personnel appropriately and in a timely manner on the Service Providers in which the personnel is entitled to utilise Edenred Massage- and/or Edenred Dental -benefits.

6. Service provider and acceptance service of vouchers, cards and mobile payments

The Service Provider undertakes to process Vouchers, Edenred Solutions, Cards and/or Mobile Payments received and accepted by it in accordance with the Guidelines.

When accepting a Voucher, the Service Provider must ensure that it is valid in accordance with the term of validity indicated therein and that the Voucher is intact, unused, and authentic.

In order to process card payments, the Service Provider needs to have a payment terminal which is connected to MasterCard/Maestro payment system. A holder of an Edenred Card must show Edenred Solution to the Service Provider prior to the purchase-and/or card transaction which is processed and verified in accordance with the Merchant Agreement between the Service Provider and the bank receiving the card transaction and which does not belong to this Agreement's scope of application.

The Service Provider may not accept a payment transaction which cannot be verified in online status by the recipient of the payment transaction in case such an immediate verification is necessary. The Service Provider warrants and shall be liable for ensuring that the sum charged from the Cards always corresponds with the service provided to the cardholders. The Service Provider shall pay its bank or its other contractual partner a customary merchant fee for transmitting the payments made by using the Cards based on such contractual parties' separate agreement. Under no circumstances shall Edenred be liable for payments that are based on agreements to which it is not a party.

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

In order to be able to process Mobile Payments, the Service Provider needs a functioning Internet connection. Monitoring of Mobile Payments takes place by means of logging into the Online Service. Mobile Payment transactions are processed and verified by PrePay Solutions Ltd ("PPS"), a company belonging to the Edenred group. Edenred reimburses the received Mobile Payments to the Service Provider in accordance with the valid reimbursement schedule.

The Service Provider shall be liable for the safe delivery of Vouchers to Edenred in accordance with the Guidelines. Edenred reimburses to the Service Provider the nominal value of Vouchers that the Service Provider has delivered to Edenred pursuant to the Agreement and processed in accordance with the Guidelines.

Edenred deducts from the Vouchers' nominal value, invoices from the Service Provider and/or deducts from the reimbursement to the Service Provider a service fee charge in accordance with its price list in force from time to time. Edenred's invoicing payment term is net fourteen (14) days. Service price list in force from time to time is published on the Website. Fees may vary depending on the Edenred Solution and/or Voucher. Other possible charges and fees, terms of payment and terms of invoicing will be defined on the Website or separately in writing. Any possible fees charged for the use of Cards shall be determined based on a separate Merchant Agreement.

Edenred is entitled to deduct a service fee charge set forth in its price list for Vouchers and/or Edenred solutions that have been processed in violation with the Agreement and/or Guidelines. In addition, Edenred is entitled to, instead of using rights of

termination as per this Agreement or in addition to them, refrain entirely or partly from reimbursements made to the Service Provider for such parts that Vouchers and/or Edenred solutions have been processed or delivered in violation with the Agreement and/or Guidelines and also, in consequence of payment defaults by the Service Provider. The Service Provider must ensure that Edenred has received i) Edenred Lounari - vouchers at the latest within fifteen (15) days from the expiration of the term of validity marked to the vouchers (i.e. by 15th of January), and ii) Virike Value Vouchers by the last working day of the February following the expiration of the term of validity marked to the vouchers. Edenred Lounari- or Edenred Virike -vouchers received after the said dates shall not be reimbursed to the Service Provider.

The Service Provider undertakes to promptly verify that the amounts reimbursed to the Service Provider by Edenred correspond with the nominal value of the Value Vouchers (deducted with Edenred's service fee) delivered and declared by the Service Provider to Edenred. The Service Provider is liable to verify the information on Vouchers' settlement form before sending the form to Edenred. The Service Provider undertakes to immediately and, at the latest within thirty (30) days from the date of reimbursement to notify, with a written claim letter, on any possible discrepancies in the amounts of Edenred's reimbursements and the amounts of Voucher payments received by the Service Provider. Edenred is not liable for such reimbursement amount discrepancies that have been claimed after the aforesaid time.

The Service Provider undertakes 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 undertakes to give Edenred a notification on an unpaid reimbursement in writing at the latest within twenty-one (21) days of the date the Vouchers were sent to Edenred. Edenred is entitled to require and the Service Provider is obligated to deliver to Edenred necessary proof for the purposes of investigation work regarding to the unpaid reimbursement ("Collaboration Obligation"). In case the Service Provider fails to produce the required proof within seven (7) days from the request, the Service Provider shall be deemed to be in breach of the Collaboration Obligation in which case Edenred is not obligated to continue its investigation work. Edenred is not liable for such unpaid reimbursements that the Service Provider announces after the aforesaid period of time or related to which the Service Provider fails to comply with the Collaboration Obligation.

7. User id and password

The Client, the Beneficiary and the Service Provider are solely and separately responsible for the use and confidentiality of Edenred's services' user ID and password. The user ID and password are be strictly confidential and must not be disclosed to any third parties. The Client, the Beneficiary and the Service Provider are liable for all use occurring under the user ID and password and orders and/or amendments made based on them until Edenred has been requested in accordance with this Agreement to block access to the user account.

The Client, the Beneficiary and the Service Provider must immediately notify Edenred in accordance with this Agreement, if the Client, the Beneficiary or the Service Provider detect unauthorized signing into the user account, if the user ID or password has

become to the knowledge of a third party or has been lost or, if the user ID and password must be changed or deactivated for any other reason.

8. Usage restrictions

Edenred has a right to temporarily restrict the use of Edenred Solutions or Edenred services at any time or, to prevent the same permanently, in case Edenred has a justified reason to suspect that the Client, the Beneficiary and/or the Service Provider use the Edenred Solution or Edenred services in violation with terms and conditions.

The Client may restrict the utilisation of the Edenred Solution in case it has negotiated with Edenred on an exceptional usage restriction of Edenred Solution or Edenred services.

9. Update and maintenance

Edenred has a right to interrupt the use of the service, without it leading to a liability for damages towards the Client, the Beneficiary or the Service Provider, if it is necessary due to maintenance, repair or development of the services or, if there is another justified cause for the interruption. To the extent possible, Edenred shall inform the Client, the Beneficiary or the Service Provider in advance on service interruptions.

Taken into consideration the development of the field and company operations, Edenred has a right to alter the services regarding the acceptance of Edenred Solutions, Online Services and Additional Services and their means of execution however so that the total service level will not decrease. In addition, Edenred is entitled to alter the service if it is consequential to a law, regulation, authority regulation or decision.

10. Information given to Edenred and notifying on changes

The Client, the Beneficiary and/or the Service Provider are solely and separately liable for the correctness of information given to Edenred and Edenred is not obligated to confirm or complement provided information.

In case of the Client's, the Beneficiary's and/or the Service Provider's information and/or circumstances change in a way which may impact the Parties' Agreement or the service provided by Edenred (incl. changes in contact details and changes in Beneficiaries, contact persons and/or solvency), the Client, the Beneficiary and/or the Service Provider are responsible to notify Edenred on such changes without delay. Changes must be notified through the Online Service.

11. Edenred's communication with the client, the beneficiary and the service provider

The Client and/or the Service Provider are obligated to inform Edenred on a contact person / contact persons and their up-to-date and complete contact information.

Edenred shall deliver notifications, reports and other information regarding the Agreement and the provided service only to the said contact persons(s).

Edenred provides the Client and the Service Provider with notices related 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 given out by the Client and the Service Provider to Edenred, the postal services or authorities.

The Client and the Service Provider shall be deemed to have received and understood the notices provided by Edenred at the latest on the seventh (7) day from the delivery or mailing of the notice.

Edenred may issue notices to the Beneficiary relating to the service offered by it and it may support the deployment of the service by email, SMS, on the Website or in the Online Service intended for the Beneficiaries. Via the Online Service, the Beneficiaries may also monitor and manage their Edenred Solution and matters or orders pertaining thereto.

12. Edenred solutions' validity and usable value

Edenred Solutions shall remain in force for twenty-four (24) months from the ordering Edenred Solution. If the use of Edenred Solution should continue after the term of validity or in case the Beneficiary needs a replacing Edenred Solution as a replacement of a damaged, lost or stolen one, the Client must order a new Edenred Solution for the Beneficiary. Edenred charges the Client for a renewal in accordance with its price list in force from time to time. The terms of validity and price lists may vary depending on the Edenred Solution in question.

The Usable Value loaded into an Edenred Account shall remain in force for twenty-four (24) months from the loading of the useable value. The Beneficiary cannot use any unused Usable Value after the expiration of the term of validity. If the Beneficiary's employment relationship with the Client terminates, the Client decides to remove the Beneficiary from the scope of the benefit or the Client terminates the Agreement with Edenred, the Usable Value of the Edenred Account expires, depending on the type of agreement applicable to the Client, either immediately or within thirty (30) days from the Client's notification to Edenred. Under no circumstances shall Edenred reimburse any unused Usable Value of an Edenred Lounari -solution to a Client or a Beneficiary.

Funds loaded into the Edenred Virike account shall be reimbursed to the Client, upon its request, after the twenty-four (24) months' term of validity has expired. For the purposes of the reimbursement, the Client must confirm payment details to Edenred within six (6) months from the date of Edenred's notification. As soon as technically possible, the funds will be reimbursed but only to Clients that have confirmed the payment details. The reimbursement fees and restrictions in force from time to time have been specified in the price list and/or on the Website. In case the Agreement between the Client and Edenred terminates, any remaining Usable Value and Usable Value that expires during the calendar month in question shall not however be reimbursed.

The maximum amounts of Edenred Solutions' Usable Value and other limitations are determined based on the limits defined in the Finnish Tax Administration's guidelines from time to time. Edenred Solution's Usable Value cannot be assigned to another Beneficiary or a third party. Edenred Account's Usable Value cannot be exchanged into cash and no change is given for it in connection with a payment.

13. Payments

The Client and the Service Provider undertake to pay to Edenred during the term of validity of this Agreement the payments specified in this Agreement and/or on the Website. For the sake of clarity, it is stated that if the Service Provider receives an order through a Courier Service, Edenred is entitled to charge from the Service Provider a fee, related to a meal- and/or transportation service order, and based on its price list in force from time to time in a corresponding amount which would have applied when using Edenred Solution for a payment of an order made physically in the Service Provider's premises. Fee related to a Courier Service is charged from the Service Provider for the parts Edenred Solution has been used for the payment of meal- and/or transportation service order in accordance with Tax Authority decisions and guidelines.

In case the Client or the Service Provider fail to make a payment that is due, without committing to any other available right or remedy, Edenred is entitled to postpone the fulfilment of its own performance until such a payment has been made. In addition, Edenred is entitled to i) obligate the Client or the Service Provider to pay late payment interest in accordance with the Finnish Interest Act for the outstanding amount as of the date following the due date until the day on which the payment has been made in full, and ii) declare the Agreement as void if the Client or the Service Provider has not paid the outstanding amounts within thirty (30) days from Edenred's written notification on the payment of outstanding amounts to the Client or the Service Provider.

The payments are subject to automatic price adjustment based on the Consumer Price Index (total index with 2015 as base year). The reconciliation is made once per calendar year and is based on published index point figure per October of the current calendar year, compared to the index point figure for October of the previous year. The price adjustment will enter into force on 1 January of the year following the reconciliation and will be communicated by Edenred Finland at least one (1) month before the price adjustment enters into force. In addition to price adjustment based on the Consumer Price Index, Edenred also has the right to unilaterally change the terms of the Service Agreement, the General Terms (incl. annexes), this Agreement and/or Edenred's price lists in accordance with Section 20 of these General Terms.

14. Data processing

The Parties understand that producing of Edenred Solution and fulfilling obligations under the Agreement and these General Terms require processing of personal data and its transfers between the Parties.

Both Parties undertakes to process and safeguard the personal data of the Beneficiaries in accordance with the applicable regulations and in particular 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 (General Data Protection Regulation or 'GDPR'), it being understood that the data transfer between the Client and Edenred must be considered to be a data transfer between different data controllers, each of whom remains responsible for their own processing and that Edenred is only responsible for processing the personal data of the Beneficiary from the moment when it receives the data from the Client.

Edenred informs on its processing of personal data in Edenred's privacy notice which is available on the Website.

15. Intellectual property rights

Edenred and/or third parties shall own the Edenred Solutions and all intellectual property and other rights pertaining thereto, along with all the trademarks and other intellectual property rights belonging to Edenred. None of the aforesaid rights are transferred to the Client, the Beneficiary and/or the Service Provider with the Agreement but instead, the Agreement only entitles the Client, the Beneficiary and/or the Service Provider to use the Edenred Solution in accordance with the Agreement (incl. annexes) applicable from time to time.

16. Confidentiality

The Parties undertake to maintain confidential all information related to the Agreement, personal data and/or marked or indicated as confidential or which should be understood as confidential, unless otherwise provided in this Agreement or valid legislation. A Party is not entitled to disclose confidential information to any third party, or to use such information for any purpose other than what is set forth in this Agreement without a prior written consent of the other Party. To the extent necessary, Edenred has a right to disclose confidential information to its group companies, subcontractors and MasterCard International Incorporation and/or authorities. The confidentiality obligation shall remain in force for the duration of this Agreement and for three (3) years after its expiration unless a longer confidentiality period is required under applicable legislation.

17. Liabilities

Edenred shall deliver the Client and/or the Beneficiary the Vouchers and/or Edenred Solutions with which the Client and/or the Beneficiary may purchase from Service Providers such employee benefits that are defined in the applicable General Terms.

The Client and/or the Beneficiary are solely liable for the use of the Vouchers and/or Edenred Solutions. The Client and/or the Beneficiary are solely liable to ensure that Edenred Solutions and all related services (such as MyChoice -service) are used correctly and in accordance with the Guidelines in force from time to time. Edenred is not liable for the Client's and/or the Beneficiary's breach of the Guidelines, a loss or theft of the Vouchers or Edenred Solutions or for any other factor falling beyond its control.

In relation to the holders of Vouchers and/or Edenred Solutions and third parties, the Service Provider is liable for providing meal-, sports- and/or cultural-, public

transportation travel ticket-, massage- and/or dental services and for all other services provided by the Service Provider and related obligations and/or damages caused by the aforesaid.

Under no circumstances shall Edenred be liable for the actions of the Service Provider, for products or services provided by it including their availability, usability and/or quality thereof or for any damage caused by the Service Provider or for any other factor related to the Service Providers. The Client and the Beneficiary are obligated to independently ensure that all claims towards the Service Provider are presented directly to the Service Provider.

In case of a breach of contract, the Service Provider is obligated to pay to Edenred all damages caused in consequence of the contractual breach in their full amount.

The Client's and/or the Beneficiary's liability for damages towards Edenred is limited to a sum equivalent to the amount of service fees paid during twelve (12) months period preceding the claim for compensation.

Edenred's liability for faults and/or delays of services under the General Terms is limited to Edenred's liability to ensure functionality of Edenred Solutions and/or to repair noted faults.

Under no circumstances will a Party be liable for indirect or consequential damages or loss caused to another Party such as loss of profit, market shares, turnover, business, production or goodwill.

Liability limitations under this Clause 17 do not apply to damage caused willfully or with gross negligence.

18. Force majeure

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

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

19. Validity of the agreement

This Agreement enters into force i) between Edenred and the Client after the Client has registered as a user of Edenred service and in connection with the registration, accepted the General Terms, after both Parties have signed the Agreement or, after the Client and Edenred's legal representative have verbally agreed on the usage of Edenred's services, ii) between Edenred and the Service Provider, on the day defined in the Service Agreement, after both Parties have signed the Agreement or, after the Service Provider

and Edenred's legal representative have verbally agreed on the usage of Edenred's services. This Agreement is in force until further notice.

A Party is entitled to terminate this Agreement in writing subject to a notice period of thirty (30) days. After the Client and/or the Service Provider terminate this Agreement, the notice period begins to run after Edenred has processed the termination notice and informed thereof.

Edenred has a right to block access to the services provided by Edenred including the Online Service, to delete reports and other data, to block the Beneficiaries use of Edenred Solutions and access to Online Service, depending on the type of agreement applicable to the Client, either immediately or after the thirty (30) days' notice period has expired. For the sake of clarity, it is stated that the Beneficiaries' right to use Edenred Solution expires, depending on the type of agreement applicable to the Client, either immediately or after the thirty (30) days' notice period has expired.

The Service Agreement shall be deemed as expired if the Client has not placed an order during the twenty-four (24) month period preceding the time of expiration. A Party shall have a right to cancel this Agreement in writing to expire with immediate effects, if:

- 1. the other Party has breached the terms and conditions of this Agreement and has failed to remedy such a contractual breach within thirty (30) days from the day on which it received a written notice from the other Party; or
- 2. a bankruptcy or corporate restructuring proceeding application is filed towards the other Party or it is placed in liquidation or is otherwise found insolvent or, in case all of the Client's or Service Provider's assets or a substantial part thereof is transferred into a possession of third party.

Edenred has a right, without justifying its decision, to cancel the Agreement to expire with immediate effects, in case there is a cause to suspect that the service or service-related Edenred Solutions and/or Vouchers are being used unlawfully or in a manner which may cause damage to Edenred.

20. Other terms

Agreement amendments

Edenred has a right to unilaterally amend the terms and conditions of the Service Agreement, General Terms (incl. annexes), this Agreement and/or Edenred's price lists. Edenred notifies the Client or the Service Provider on the amendments in accordance with Clause 11 at least thirty (30) days prior to the day on which the amendments enter into force.

In case the Client or the Service Provider does not accept the amendment, the Client or the Service Provider is entitled to terminate the Agreement so that it expires on the day on which the amendments enter into force by giving a written notice to Edenred. If the Client or the Service Provider has not used its aforesaid specific right of termination before the amendment enters into force, the Client or the Service Provider is deemed to have accepted the amendments in consequence of which the Agreement is binding on the Client or the Service Provider in its amended form. The Client or the Service Provider

will not however have the aforesaid specific right of termination, if the amendment by Edenred is consequential to law, regulation, authority regulation or decision. Edenred has a right to update and publish terms of use and Guidelines which are immediately binding by informing the Client, the Beneficiary and/or the Service Provider on them through the Website.

This Agreement replaces all possible prior agreements between the Parties that fall to this Agreement's scope of application.

Assignment of rights

Edenred has a right to assign its rights and obligations under this Agreement without the Client's or Service Provider's prior approval to a company or another entity belonging to the same corporate group as well as in connection with a transfer of business, to a company or another entity which is the recipient of business operations.

The Client or the Service Provider shall not have a right to assign any rights and obligations under this Agreement without Edenred's written consent.

Invalidity of terms

In case one or several terms of this Agreement are deemed as void or unenforceable, this shall not for any other parts affect the applicability or validity of this Agreement.

Prevailing language and agreement version

This Agreement has been drafted both in Finnish and in English. In case there are any discrepancies or contradictions between the Agreement's language versions, the Finnish language version shall prevail and be the decisive version.

This Agreement's (incl. annexes) version in force from time to time can be found on the Website. In case there are any discrepancies or contradictions between the versions, the version on the Website shall prevail and be the decisive version.

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 as a first instance.

Edenred solutions' and Edenred voucher -service's general terms

These Edenred Solutions' and Edenred Voucher -service's general terms are part of Edenred's General Terms and become applicable by and between Edenred and the Client.

1. Edenred online service

The Edenred Online Service is a service intended for companies and other entities acting as employers in which the Client grants its Beneficiaries a meal benefit with which meals may be purchased, a benefit allocated to sports and cultural services and/or a benefit related to commutes and, orders an Edenred Solution and/or Vouchers from Edenred. With the Edenred Online Service, the Client, the Service Provider or the Beneficiary may manage their Edenred Solution and related matters and orders.

2. Ordering and payment of Edenred solutions and/or vouchers

When submitting the first order, the Client must register into the Online Service. After registration, Edenred will provide the Client with a user ID, which can be used to log into the Online Service, where Edenred Solution and/or Vouchers are ordered and where the Payer effects Payment to Edenred's account.

In addition to the nominal value of the ordered Edenred Services and/or Vouchers, Edenred shall also charge delivery-, service-, and other fees set forth in Edenred's price list and in force from time to time. The price list shall be published on the Website or separately in writing. Service fees may differ depending on the content of the agreement and Edenred Soluion. Such Payments shall be charged i) in accordance with the Client's order, or ii) if the Client has not, in connection with the so called digital order, specified which individual Edenred Solutions and/or Vouchers are included into the order, initially in accordance with Edenred's Client's price list's lowest pay range in force from time to time after which 3rd section of this Term 2 is applied to the order.

In relation to the abovesaid alternative ii), if the Client later on allocates the discharged Payment to Edenred Solutions and/or Voucher -products so that in consequence: a) the order includes more valuable Edenred Solutions and/or Voucher -products than for which the Client has initially been charged for in the form of Payments, the Client is responsible to make an additional payment to Edenred in the amount corresponding with the remainder of the final and allocated order and the Payment (incl. delivery-, service-, and other fees) defined in accordance with the price list in force from time to time and the Payment the Client has discharged in connection with its initial and unallocated order; b) the order includes, in value and number, a lesser amount of Edenred Solutions and/or Edenred Voucher -products than for which the Client was initially charged for in the form of Payments, an overpayment can be reimbursed to the Client by taking out the following fees, as per the Edenred price list in force from time to time, from the reimbursement before it is paid to the Client i) the lowest pay range service fee which was initially made in accordance with 2nd section of this Term 2 (i.e. the service charge already discharged by the Client will not be reimbursed), and ii) the overpayment's reimbursement fee.

In addition to a traditional reference payment, the Payer may also effect Payments in the Online Service using a credit card or through an online banking via the eMaksut - payment service. Online banking icons of all Finnish banks are available to the Payer. The eMaksut -payment service is provided by Svea in collaboration with banks and financial institutions. The recipient of the payment is Svea. The utilisation of eMaksut -payment service does not require any additional registration or payment of additional fees. Svea is licensed as a payment institution by the Finnish Financial Supervisory Authority. All money transmissions and payment traffic are SSL-protected, which entails that third parties are not able to see the Client/Payer details.

If the Payment effected by the Payer falls short of the value of the Edenred Solutions and/or Vouchers ordered by the Client added with fees charged for them in accordance with the price list in force from time to time, Edenred has a right to reduce the amount of the delivery to the closest amount corresponding with the Payment and to reimburse the difference to the Payer. Edenred shall not deliver a number of Edenred Solutions and/or Vouchers that exceed the ordered amount, but rather reimburses the excess amount of Payment to the Payer, unless otherwise agreed with the Client. Alternatively, abovesaid 2nd and 3rd sections of this Term 2 shall be applied to the so called digital orders.

An order of Edenred Solutions and/or Vouchers is at all times binding. If the Client has, in connection with placing the Edenred Solution and/or Voucher order, specified which Edenred Solutions and/or Vouchers are included into the order, Edender Solutions and/or Vouchers cannot later on be returned or exchanged for Edenred Solutions and/or Vouchers of different value or type. In relation to the so called digital orders it is however stated that, if the Client has not, when placing the order, specified which individual Edenred Solutions and/or Vouchers are included into the order and the Payments have not yet, in connection with the order, been allocated to Edenred Solutions and/or Voucher -products, the Client is entitled to notify at a later stage on the order's final content, i.e. to which Edenred Solutions and/or Voucher -products the Payment is allocated to.

Edenred shall under no circumstances reimburse the Client for any unused usage value of expired Edenred Solutions and/or Vouchers.

3. Delivery of Edenred solutions and/or vouchers

Edenred is not obligated to deliver Edenred Solutions and/or Vouchers before it has received full Payment for them in the bank account designated in the Online Service from time to time.

Edenred Solutions and/or Vouchers shall be delivered to the address designated by the Client in connection with the registration or at a later stage in accordance with the delivery method included in the selection. The delivery shall be addressed to the Client's street address located in Finland in which the delivery shall be handed over to a person designated by the Client or to a representative of the company against verification of identity.

The Client is obligated to notify Edenred on the delivery address valid from time to time and the up-to-date details of a recipient of the Edenred Solution and/or Voucher orders in accordance with the General Terms.

Edenred's liability for the transportation shall cease immediately after the Edenred Solutions and/or Vouchers have been handed over to the Client or the Client's freight carrier.

The Client undertakes to give notice to Edenred, immediately and at the latest within thirty (30) days from the time when Edenred Solutions and/or Vouchers have been delivered to the Client or the Client's freight carrier, on any possible deviations in the delivered Edenred Solutions and/or Vouchers or in their amount. A notice on Edenred

Solutions and/or Vouchers omitted from the delivery shall be accepted only, if i) at the time of receiving the delivery, the Client has inspected the delivery and stated it as unharmed, and ii) Edered Solutions and/or Vouchers included into the order have not been distributed to the Beneficiaries. In case the delivery is damaged, the Client must decline from its receipt.

4. Utilisation of Edenred solutions and/or vouchers

Utilisation of Edenred Solutions and/or Vouchers must be in compliance with authority decisions and guidelines in force from time to time, including the decisions and guidelines of the Finnish Tax Administration. The Client warrants that it is aware of the authority decisions and guidelines mentioned herein, as well as of the fact that the consequential limitations and their amendments may impact the utilisation of Edenred Solutions and/or Vouchers and the services provided by Edenred under the General Terms. The Client is liable to ensure that the Beneficiaries are aware of the content of authority decisions and guidelines and of their impact to the utilisation of Edenred Solutions and/or Vouchers.

It is specifically stated that:

The Beneficiary may utilise the nominal value of Edenred Dental -card for a payment of dental services, either partly or in full, at a Service Provider. A Service Provider may accept a payment made with an Edenred Dental -card only as payment for dental services.

The Beneficiary may utilise the nominal value of an Edenred Lounari luncheon voucher for a payment of meal, either partly or in full, at a Service Provider. A Service Provider may accept an Edenred Lounari luncheon voucher only as a payment for a meal.

The Beneficiary may utilise the nominal value of Edenred Massage -card for a payment of massage-services, either partly or in full, at a Service Provider. A Service Provider may accept a payment made with an Edenred Massage -card only as payment for massage services.

The Beneficiary may utilise the nominal value of an Edenred Virikeseteli recreational voucher or Edenred Virike Card for payment, either partly or in full, at a Service Provider that offers sports- or cultural services. A Service Provider may accept an Edenred Virikeseteli recreational voucher or a payment made with an Edenred Virike Card only as payment for sports and cultural services.

Edenred Solutions and/or Voucher may not be used to purchase alcohol, tobacco, groceries or other commodities. Edenred Solutions and/or Voucher shall not be exchanged into cash and no change is given for same. Also, a payment made with Edenred Lounari luncheon voucher cannot be exchanged into a meal voucher or other remuneration utilised within the Service Provider.

Service Providers accepting Edenred Solutions and/or Vouchers from time to time can be identified from Edenred stickers or other comparable identifiers placed in the vicinity of entrance and/or point of payment or another visible location.

Edenred Solutions and/or Vouchers can be used in accordance with the included validity markings and terms applicable to each product. However, the Usable Value loaded into the Edenred Solution must be used within twenty-four (24) months from the time of the loading or until the time defined by the Client. Service Providers are not entitled to accept Edenred Solutions and/or Vouchers as a payment method after the aforesaid validity has expired. Edenred shall not reimburse or exchange expired Edenred Solutions and/or Vouchers to new ones. Employees cannot return to Edenred such Edenred Solutions and/or Vouchers they have received from the Client.