

AGREEMENT WITH PARTNER RETAILERS regarding holiday vouchers on paper and/or on electronic support

1. INFORMATION REGARDING THE PARTNER RETAILER

Company name: _____ Number of the tourism license / classification certificate issued according to the law, and valid on the date when the agreement is concluded: _____

Address of the registered office: _____ City: _____ County/Sector: _____
Post code: _____ Signatory of the agreement: _____

Position: _____ Phone no.: _____ Fax: _____ Mobile no.: _____
E-mail: _____ Website: _____

E-mail address for contractual communications, including for providing the invoice: _____
(to be filled in only if different from the e-mail address mentioned above).

Tax code: _____ Trade Register no./Incorporation document: _____ Main NACE code: _____

2. CONTACT INFORMATION FOR BUSINESS COMMUNICATIONS (OPTIONAL)

By filling in the information in this section, the Partner Retailer gives its consent to receive, from the Issuer, business communications regarding the services and products of Edenred Romania S.R.L. or its partners (including, and without limitation to, offers or surveys). The information will be communicated exclusively through the communication channels provided by the Partner Retailer (one or more communication channels may be indicated):

I wish to receive business communications through all the communication channels mentioned at item 1 above.

I wish to receive business communications only through the communication channels mentioned below:

E-mail: _____ Phone no.: _____ Fax: _____ Name of the addressee: _____ Position: _____

3. INFORMATION REGARDING THE PARTNER WORKING POINTS

Number of working points: _____ (see Additional sheet)

Trade name: _____ Address: _____ City: _____

County/Sector: _____ Post code: _____ Person in charge: _____

Position: _____ Phone no.: _____ Fax: _____ Mobile no.: _____

E-mail: _____

BANK(S) whose payment terminals are used for accepting payment using holiday vouchers on electronic support: _____

Partner Retailer's identification elements, used in transactions performed with holiday vouchers on electronic support (Merchant ID)*: _____

*The provisions of the hereby agreement referring to holiday vouchers on electronic support are applied subject to mentioning the Merchant IDs found on the POS receipts or you can request them from the Bank whose POS you have got.

The identification elements of the Partner Retailer's working points, used in transactions performed with Edenred holiday vouchers on electronic support can be mentioned in the appendix referring to the working points, enclosed to the hereby Agreement (Additional sheet).

The Partner Retailer's identification elements used in transactions performed online with holiday vouchers on electronic support (Merchant ID): _____

4. GENERAL INFORMATION ON THE BUSINESS ACTIVITY:

Tourism agency

Hotel unit

Guesthouse

Accommodation

accommodation

meals

meals

recreation

recreation

balneary treatment

balneary treatment

transport

transport

Classification of the unit: _____ (Example: number of stars /daisies); Number of places (as applicable): _____

Number of employees: _____ Working hours (for seasonal units): from (month): _____ until (month): _____

5. PAYMENT METHOD

For holiday vouchers on paper:

Bank transfer: BANK: _____ Branch/Subsidiary _____ Account no.: _____

Beneficiary: _____

- For holiday vouchers on electronic support:

Bank transfer made by the Partner Retailer in the Issuer's account indicated on the invoice, respectively within the deadline specified in the hereby agreement.

Direct debit

6. MEANS OF SENDING THE INVOICE AND/OR THE LOGISTIC DOCUMENTS

Electronically (according to appendix 3)

By post

By ticking off the option of receiving the invoice and/or the logistic documents (representing customized slips for holiday vouchers on paper) by electronic means, the Partner Retailer takes notice that the documents such as the aforementioned ones, related to the voucher reimbursement, shall be sent only electronically. The reception of the

AGREEMENT WITH THE PARTNER RETAILERS

1. OBJECT OF THE AGREEMENT

The Partner Retailer, defined on the front side of the document, undertakes to accept **Edenred holiday vouchers** as payment in its units, through which beneficiaries can purchase tourism service packages, and EDENRED ROMANIA SRL (having the identification data mentioned on the front side of the document, hereinafter also referred to as "Issuer") undertakes to reimburse their value under the conditions of the hereby agreement (hereinafter also referred to as "Agreement"). The reimbursement of **Edenred holiday vouchers** on electronic support, accepted as payment by the Partner Retailer shall be performed according to the conditions of the hereby agreement, in the system and under the conditions of the MasterCard® network.

2. OBLIGATIONS OF EDENRED ROMANIA SRL

a) During the Issuer's working hours, on the business days, will receive the **Edenred holiday vouchers** on paper that have been used, accepted as payment by the Partner Retailer for the provided tourism services, invalidated by stamping on the back side by the Partner Retailer, and sent by post or by courier during the working hours of the collection centers. If the paper vouchers sent for reimbursement are received by the Issuer during the time interval 09:00-13:00 (inclusively) – the working hours of the reimbursement agency – then that current day is considered the reception day, and if the vouchers are received after 13:00 – outside the working hours of the reimbursement agency, then it is considered that the vouchers have been received on the next business day.

b) Subject to the compliance by the Partner Retailer with the obligations undertaken through the hereby agreement, the Issuer, after withholding the value of the services it has provided, including the value of the reimbursement services, will perform the reimbursement of the **Edenred holiday vouchers** value to the Partner Retailer, at the deadline established in the Price list appendix, and in compliance with the hereby agreement. The payment is made only by bank transfer, in the Partner Retailer's account. The hereby clause is valid only for **Edenred holiday vouchers** on paper. Nevertheless, the value of the services provided by the Issuer with regards to **Edenred holiday vouchers** on electronic support, due for payment and not paid by the Partner Retailer within the deadline, can be withheld by the Issuer from the face value of the **Edenred holiday vouchers** on paper that should be reimbursed.

c) To offer, once a month – at most, upon issuing the invoice, reports regarding the transactions performed with **Edenred holiday vouchers** on electronic support, used in its working points, and performed through the MasterCard® payment network.

d) To promote the name and address of the Partner Retailer through the "Map of Partner Retailers", in the section of Partner Retailers Network, which is made available, free of charge, to all the beneficiaries, on the website www.edenred.ro, beginning with the next month after the Partner Retailer signs the hereby agreement, but not earlier than the enrollment of the identification elements (MIDs) in the system of **Edenred holiday vouchers** on electronic support, which will take place after their reception by the Issuer.

e) To provide stickers to the Partner Retailer, in order to facilitate its identification as partner of the **Edenred holiday vouchers** system, and for a good visibility among the users of Edenred holiday vouchers.

3. OBLIGATIONS OF THE PARTNER RETAILER

a) To accept as payment all the **Edenred holiday vouchers** given by the beneficiaries (as they are defined in the laws of holiday vouchers), during the period of their validity, or as applicable, the validity period of the electronic support they are stored on, within the limits and in compliance with the provisions of the hereby agreement.

b) To have concluded the necessary collaboration agreements with the accepting institutions (banks), regarding the installation of payment terminals (e.g. POS) allowing the payment with Mastercard® cards and maintain these agreements valid on the entire duration of the hereby Agreement.

c) To accept **Edenred holiday vouchers** only against the value of tourism service packages established according to the laws in force;

d) Not to offer the beneficiaries of holiday vouchers any change in cash calculated as difference between the value of the holiday voucher and the value of the service package.

e) To fill out, in the space provided on each holiday voucher on paper used: the location, the date when the holiday voucher is received, and apply the seal;

f) To send the **Edenred® holiday vouchers** on paper to the Issuer, for reimbursement, after providing the tourism services purchased by the beneficiaries, accompanied by the reimbursement slip in the format provided by Edenred, customized with the Partner Retailer's identification data and containing a unique barcode assigned by Edenred, filled out according to the law, stamped and signed by the Partner Retailer, in such a way that the Issuer receives them within maximum 15 days from the expiry date printed on each holiday voucher.

g) Upon accepting the **Edenred holiday vouchers**, will check their authenticity, or if applicable, the authenticity of the cards containing **Edenred holiday vouchers**, according to the working standards set out in the Appendix 2 to the hereby agreement, as well as the special provisions posted on the website www.edenred.ro in this respect.

h) In case of holiday vouchers on electronic support, will debit the exact value of the tourism services purchased by the beneficiary, only after providing the purchased tourism services, and will provide the beneficiary with a printed proof containing the debited amount.

i) To provide the Issuer with, as well as to facilitate, upon its request, obtaining the details regarding the unique identification codes (Merchant ID) from third parties, for the partner points of sale, as well as those dedicated, as applicable, to each payment terminal, in order to allow the Issuer to build and update the management systems of the network related to the system of **Edenred holiday vouchers**. In this respect, it is mentioned that the hereby Agreement shall apply to all the registered offices, working points belonging to the Partner Retailer, and the latter shall fulfill its obligation specified in the hereby paragraph with regards to all the locations indicated in the "ADDITIONAL INFORMATION SHEET REGARDING THE POINTS OF SALE" which is considered an integral part of this agreement. Any modification in the aforementioned sheet must be notified to the Issuer at least 2 business days prior to becoming operational, in order to allow the Issuer to enroll the new information in the system of **Edenred holiday vouchers**.

j) To instruct its own employees working with **Edenred** holiday vouchers about the payment acceptance method, the security elements and the validity conditions of these vouchers, according to the provisions of the hereby

- agreement and the procedure mentioned in Appendix 2 or in compliance with the information posted on the Issuer's website www.edenred.ro. The Partner Retailer shall implement operational processes for the protection of personal data, according to the legal provisions in force, and the provisions of Section 6 below.
- k) To make sure that the services purchased by the beneficiaries using Edenred holiday vouchers are provided in tourist accommodation structures, authorized by the accredited institutions.
- l) To be directly liable for the quality and good condition of the services or products purchased using **Edenred** holiday vouchers.
- m) To offer the Issuer the possibility to use the unit's logo and marks, as a means of recommending it to the clients and users of the Issuer's products, as well as within marketing and advertising campaigns, through communication materials, presented to the Partner Retailer upon request.
- n) Not to perform, with the users of **Edenred** holiday vouchers or with other retailers, any exchanges/transactions in products or in cash, in relation to their face value, otherwise they shall be bound to pay the Issuer a compensation equal to 2 times the value of the reimbursement services (specified in the Price list appendix) applied to the value of the exchanges/transactions performed as such.
- o) To display, in a place as visible as possible, the materials informing the beneficiaries regarding the fact that the Partner Retailer belongs to the system of **Edenred holiday vouchers** (stickers).
- p) To implement procedures and organizational processes that would allow checking the content of the service packages purchased by the beneficiaries of holiday vouchers in relation to the legal provisions;
- q) To make sure that the services purchased by the beneficiaries using **Edenred holiday vouchers** are provided in tourist accommodation structures, authorized by the accredited institution.
- r) In case of accepting **Edenred holiday vouchers** on electronic support as payment, will pay the amounts specified on the invoice provided by the Issuer, within the deadline established in the Price list appendix, based on clause no. 4 of the hereby agreement. Failure to pay within the deadline entails, for the Partner Retailer, penalties of 0.2% per day of delay, calculated up to the date when the Issuer's account is credited with the due amount. Moreover, failure to pay the invoices sent by the Issuer within their deadline may entail, upon the Issuer's choice, the suspension of reimbursements related to **Edenred holiday vouchers**, beginning on the next day after the Issuer notifies the application of that suspension, as well as the suspension of the Partner Retailer's participation in the **Edenred holiday voucher** system. Upon reactivation of the contractual relationship, the Issuer may apply to the Partner Retailer, a reactivation fee in amount of 50 lei, to which the VAT is added.
- s) In case it opts for performing payments through direct debiting, it must have concluded a direct debit mandate in favor of the Issuer, for the payment of the invoices issued by the Issuer and maintain this mandate valid on the entire duration of the hereby agreement. The Partner Retailer specifically declares that it waives the requirement regarding the notification sent by the Issuer at least 10 business banking days prior to the completion date of each direct debiting instruction initiated by the Issuer based on the direct debit mandate granted by the Partner Retailer.
- t) To guarantee before the Issuer that it holds a tourism license or a classification certificate that is valid on the date when the hereby agreement is concluded, to submit a copy of this document to the Issuer on the date when the agreement is concluded and to inform the Issuer regarding any modification occurring with regards to the validity of the license or the certificate, within maximum 5 days from its occurrence.
- u) To comply with all the other provisions of the laws on holiday vouchers regarding the Partner Retailers.

4. THE VALUE OF THE REIMBURSEMENT SERVICES OF EDENRED HOLIDAY VOUCHERS. OTHER SERVICES.

- a) Considering the provisions of the Price list appendix, the value of the reimbursement services for the **Edenred holiday vouchers** on paper, as mentioned in the Price list appendix can be withheld by the Issuer from the face value of the **Edenred holiday vouchers** on paper received by the Issuer from the Partner Retailer, under the conditions of the hereby agreement, upon each reimbursement. The deadline for the reimbursement of the vouchers on paper is mentioned in the Price list appendix, and that related to the vouchers issued on electronic support is the one negotiated by the Retailer Partner with the accepting institutions (banks) in the MasterCard® system.
- b) The reimbursement of the face value of **Edenred holiday vouchers** on electronic support shall be performed by means of and under the conditions of the MasterCard® network and the agreements concluded between the Partner Retailer and the accepting institutions (banks), and the Issuer shall not be held liable for any potential irregularities or errors occurring in the MasterCard® system or that of the accepting institutions.
- c) In case of **Edenred holiday vouchers** on electronic support, the Partner Retailer shall pay to the Issuer the value of the reimbursement service, as well as the value of other services provided by the Issuer, in the amount established in the Price list appendix to the hereby agreement, and within the deadline established in the Appendix.
- d) In the absence of a specification or an evidence proving the contrary, it is presumed that all the **Edenred holiday vouchers** on paper received by the Issuer for reimbursement are associated to tourism service packages that were already provided to the beneficiaries. Otherwise, the reimbursement of the **Edenred holiday vouchers** will be performed within the deadline mentioned in the price list appendix, which would elapse after the moment when the Issuer receives the written proof regarding the fact that the tourism services have been provided to the beneficiaries.
- e) The value of any other services provided by the Issuer, other than the value of reimbursement services for the **Edenred holiday vouchers** shall be mentioned separately in the Price list appendix and shall be withheld from the face value of the holiday vouchers received for reimbursement in case of services related to paper vouchers, and respectively paid by the Partner Retailer in case of electronic vouchers, within the deadlines provided in the hereby agreement. The value associated to these services shall be invoiced separately from the reimbursement services related to the **Edenred holiday vouchers**.
- f) The invoices related to the services provided by the Issuer with regards to **Edenred holiday vouchers** on electronic support can be issued weekly for amounts resulting from transactions performed with **Edenred holiday vouchers** if the value of these services is equal to or exceeds 100 lei, VAT excluded, or when the threshold of 100 lei, VAT excluded, is reached and/or at the end of the month for amounts lower than 100 lei, VAT excluded. The invoices for the services provided with regards to **Edenred holiday vouchers** on paper shall be issued on the date when the amounts contained in them are withheld from the face value of the vouchers that are reimbursed and read by the Issuer in its information system.

- g) The Partner Retailer of the **Edenred holiday vouchers** system cannot charge, under any circumstances and in any case, the beneficiaries of holiday vouchers the value of the services withheld by the Issuer according to the provisions of the hereby agreement.
- h) If the Issuer performs an undue payment in the Partner Retailer's account, the latter must return the money immediately after ascertaining this, but not later than 48 hours from the date when it was notified in writing by the Issuer. After this deadline, the Issuer may apply delay penalties of 0.5% per day, until the Partner Retailer returns the full undue amount. The Issuer may compensate undue payments, which have not been returned by the Partner Retailer within the deadline, with any amounts that the Issuer owes to the Partner Retailer, based on any legal relationships established between them. The penalties begin to accrue on the expiry date of the 48 hours deadline, but the penalty payment becomes due starting from the date when the Issuer notifies the Partner Retailer.
- i) If applicable, the Issuer is entitled to withhold from the amounts owed to the Partner Retailer, based on the hereby agreement, other debts of the Partner Retailer owed to the Issuer, regardless of their origin.
- j) The place of the payments is considered to be the registered office of the bank (branch/subsidiary) where the Issuer has opened its account intended for the reimbursement of holiday vouchers.

5. OTHER CLAUSES

- a) The Issuer is not required to reimburse to the Partner Retailer the **Edenred holiday vouchers** on paper that, while being in its possession, have been stolen, damaged, lost or were expired (for the last case, the deadline specified in art. 3 letter f) shall be considered for calculation).
- b) Shipments of any kind, whether by post or not, containing Edenred holiday vouchers on paper intended for reimbursement, belong to the Partner Retailer up to the moment when they are handed over at the Issuer's registered office. The Issuer shall honor its reimbursement obligation within the deadline stipulated in the Price list appendix only for those **Edenred holiday vouchers** on paper that are authentic, invalidated by stamping on the back side by the Partner Retailer, which are dated and not damaged, received within the deadline mentioned in art. 3 letter f) of the hereby contractual conditions, accompanied by the customized slip having the barcode issued by Edenred, scanned and read in Edenred's information system.
- c) The signatory parties establish that any dissension arising from the hereby agreement shall be solved in a friendly manner at the Issuer's registered office. Should the dissensions persist, any dispute arising from or in connection with this agreement, including with regards to its conclusion, validity, interpretation, execution or termination, shall be solved by the competent courts.
- d) Any future notification between the parties shall be made at their registered offices, in writing with acknowledgement of receipt. Should one of the parties change its registered office, this cannot be opposed to the other party if it was not expressly notified in advance.
- e) The value of the services provided by the Issuer may suffer changes, based on a written notification sent by the Issuer, according to the procedure set out in that notification.
- f) By derogation from the provisions of the previous paragraph on the front side of the hereby agreement, the situation when the Issuer can update, in the first quarter of each calendar year, the value of the services mentioned in the Price list appendix to the hereby agreement, according to the inflation rate communicated by the National Statistics Institute, shall not be considered modification of the Price list appendix, and the update shall become effective from the date when the said update is communicated to the Partner Retailer.
- g) By signing the Agreement, the Partner Retailer declares, through its legal representative, that on the date when the Agreement is signed, it is not subject to any administrative or legal proceedings that would entail the suspension or withdrawal of the tourism license or the classification certificate.
- h) The system of **Edenred holiday vouchers** issued on electronic support uses the MasterCard® network to authorize all transactions, and the Issuer is not liable for the correctness and promptness of the reimbursement operations execution. Transactions shall be authorized online by PrePay Technologies Ltd, a company authorized for managing operations related to **Edenred holiday vouchers** on electronic support.
- i) In case of **Edenred holiday vouchers** on electronic support, if the payment terminal (e.g. POS) does not work or is not online, the transaction using the electronic support (card) containing **Edenred holiday vouchers** cannot be authorized. The beneficiary can, in this case, use another payment method accepted by the Partner Retailer or may return when the terminal is functional. The Partner Retailer is the sole responsible for the relationship with the accepting institution through which the POS terminals were installed, with regards to the maintenance and good operation of these terminals.
- j) If a transaction performed using **Edenred holiday vouchers** on electronic support (card) is rejected, then either the card has insufficient funds in the form of holiday vouchers, or the vouchers are no longer valid, or the card has expired, or the participation of the Partner Retailer in the system of **Edenred holiday vouchers** has been suspended or restricted. If the above are not the cause of the transaction rejection, the Partner Retailer shall advise the user to make a notification, following the procedure described in the Terms and conditions of using the card, displayed on the webpage www.edenred.ro. The same procedure shall also be applied when the user complains about a certain transaction. The Issuer may request the Partner Retailer to provide the proof of payment acceptance by the user. Any dissension between the beneficiary of the card containing **Edenred holiday vouchers** and the payment services providers (banks, PrePay Technologies Ltd or MasterCard®) shall be subject to the procedures for solving disputes, adopted by those providers.
- k) The procedure in case of a payment refusal (Chargeback) is subject to the rules of the Mastercard® network and to those established with the accepting institution, as applicable. "Chargeback" means the transaction generated by PrePay Technologies Ltd. and sent to the accepting institution (the bank), a transaction generated when the card holder refuses the payment of a transaction.

6. PERSONAL DATA PROCESSING

- a) In the context of concluding and executing the Agreement, the parties shall process a set of personal data, respectively:
- (i) the personal data of the Partner Retailer's contact persons ("**Partner's Contact Persons**") disclosed by the Partner Retailer to the Issuer;

- (ii) the personal data of the Issuer's contact persons ("**Issuer's Contact Persons**") disclosed by the Issuer to the Partner Retailer;
 - (iii) the personal data of the beneficiaries of holiday vouchers ("**Users of Edenred Products**").
- b) The Partner Retailer (in the capacity of data controller) will make sure that:
- (i) the personal data of the Partner's Contact Persons will be disclosed to the Issuer for the purpose of concluding and executing the Agreement, as well as for the purpose of sending communications, including the business communications, as mentioned in item 2 on the first page of the Agreement, and in this respect, will make sure that the Partner's Contact persons are adequately informed, and, if applicable, will make sure that the expressed options related to the business communications are based on the specific and unequivocal consent of the Partner's Contact persons whose personal data will be used by Edenred for the purpose of sending the communications;
 - (ii) the personal data of Issuer's Contact persons shall be processed only for the purpose of concluding and executing the Agreement;
 - (iii) the personal data of the Users of Edenred Products will be processed by it exclusively for the purpose of processing and reimbursement of the transactions performed by the Users of Edenred Products;
 - (iv) in general, personal data are processed in compliance with all their obligations in their capacity of personal data controller, according to the applicable laws on personal data protection.
- c) The Issuer (in the capacity of data controller) will make sure that:
- (i) it will process the personal data of the Partner's Contact persons for the purpose of concluding and executing the Agreement, as well as for the purpose of sending communications, including business communications, as mentioned at item 2 on the first page of the Agreement;
 - (ii) the personal data of the Issuer's Contact persons will be disclosed to the Partner Retailer for the purpose of concluding and executing the Agreement, and in this respect, will make sure that Issuer's Contact persons are adequately informed;
 - (iii) in general, personal data are processed in compliance with all their obligations in their capacity of personal data controller, according to the applicable laws on personal data protection.

7. BEGINNING, DURATION AND TERMINATION OF THE AGREEMENT

- a) The hereby agreement is concluded for an unlimited period of time.
- b) The termination of the Agreement can be initiated by any of the parties. The termination initiative is performed by a notification letter sent by recorded delivery post, with acknowledgement of receipt, at least 30 days before the termination date.
- c) If the tourism license or the classification certificate is withdrawn/cancelled, the Agreement is terminated by default, and the Partner Retailer must stop receiving holiday vouchers and notify the Issuer about this situation within 5 days from its occurrence. The Partner Retailer shall compensate the Issuer for any damage produced following the failure to fulfill the obligations set out in the hereby clause.
- d) If the tourism license or the classification certificate is suspended, the Partner Retailer must inform the Issuer immediately, within maximum 5 days from the occurrence of this situation. The agreement is suspended by default until the suspension cause disappears. During the suspension period, the Partner Retailer must stop receiving holiday vouchers and will notify the Issuer in writing once the situation is repaired, within 5 days from the occurrence of the situation. The Partner Retailer shall compensate the Issuer for any damages produced following the failure to fulfill the obligations set out in the hereby clause.
- e) **Edenred** holiday vouchers received by the Partner Retailer as payment before the occurrence of the situation determining the termination or the suspension of the validity of the tourism license or the classification certificate, shall be reimbursed provided that the Partner Retailer complies with the 15-day deadline mentioned in art.3 letter f) of the hereby agreement, which begins elapsing on the date when the situation determining the aforementioned suspension/termination occurs.

8. FINAL PROVISIONS

- 8.1. The hereby agreement is complemented by the legal provisions regulating the legal regime of holiday vouchers, including their amendments that might occur after signing this agreement, and becomes effective only in relation to the locations/points of sale of the Partner Retailer for which the Issuer has received the unique identification codes required for the individualization of the payment terminals that will be enrolled in the system of **Edenred** holiday vouchers.
- 8.2. The appendices mentioned in the hereby agreement are considered an integral part of the agreement.
- 8.3 The agreement's signatory parties agree that it will become effective on the date it is signed by both parties.