



GENERAL TERMS AND CONDITIONS OF THE TICKET LUNCHEON AND VIRIKESETELI VOUCHER SERVICE

These General Terms and Conditions of the Ticket Luncheon and Virikeseteli Voucher service (the "General Terms") shall enter into force once the Client has registered as a user of the Ticket Voucher service on Edenred's website (www.edenred.fi) and once Edenred has provided the Client with a reference number for the purposes of ordering Ticket Vouchers.

1. SCOPE OF AGREEMENT

These General Terms shall be applicable to the contractual relationship between Edenred and the Client.

2. DEFINITIONS

The following definitions shall be applied in these General Terms:

'**Client**' shall, in these General Terms, mean a company or entity that has registered itself in Edenred's Ticket Voucher system and has received reference numbers from the system for the prepayment of the Ticket Vouchers.

'**Ticket Voucher**' shall mean all present and future prepayable voucher solutions issued by Edenred, valid for the fixed time period indicated on same, intended for the payment of employees' meal and/or sports and cultural services. The current Ticket Vouchers referred to in the General Terms comprise the Ticket Lounasseteli™ luncheon voucher and Ticket Virikeseteli® recreational voucher. Ticket Vouchers may only be used in the Places of Use of Authorised Service Providers to purchase products and services.

'**Ticket Lounasseteli™**' shall mean the Beneficiary's personal Ticket Voucher 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 Ticket Lounasseteli™ voucher as a means of payment.

'**Ticket Virikeseteli®**' shall mean a personal Ticket Voucher valid in Finland and that may only be used to purchaser cultural and sports services from service providers belonging to a limited network that accept the Ticket Virikeseteli voucher.

'**Payer**' shall, in these General Terms, mean a company or entity that has effected a prepayment for the Ticket Vouchers ordered by the Client (either the Client itself, or, for instance, its parent company, accounting entity or other third party).

'**Beneficiary**' shall mean the Client's employee, entitled to utilise Ticket Vouchers based upon an agreement between the Client and Edenred.

'**Service Provider/Place of Use**' shall, in these General Terms, mean any service provider that has concluded an agreement with Edenred and that based on such an agreement is authorised to accept certain Ticket Vouchers as payment for the provision of specified products or services.

'**Payment**' shall mean the price consisting of the nominal value of the Ticket Vouchers, along with delivery and other fees set forth in Edenred's service price list.

'**Maksuturva**' shall mean Maksuturva Group Oy, Business ID 2121703-0, Ruoholahdenkatu 23 00180 HELSINKI Telephone: (09) 4241 7040, Mon-Fri from 9.00 – 17.00 www.maksuturva.fi

3. TICKET VOUCHER SERVICE AND UTILISATION OF TICKET VOUCHERS

3.1. The Ticket Voucher service is a service intended for companies and other entities acting as employers, where the Client grants its Employees a meal benefit enabling the purchasing of meals and/or a benefit relating specifically to sports and cultural services, and orders Ticket Vouchers from Edenred.

3.2. The utilisation of Ticket Vouchers must occur 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 under this clause, and of the fact that any restrictions attributable to same or amendments to such decisions and guidelines may impact the utilisation of the Ticket Vouchers, and the Services provided by Edenred under these General Terms. The Client shall be liable to ensure that the Beneficiaries are aware of the content of the authority decisions and guidelines, and of the impact of same upon the utilisation of the Ticket Vouchers.

- 3.3. An employee may utilise the amount of the nominal value of a Ticket Lounasseteli™ voucher to effect partial or full payment of their meal at a Restaurant. A Service Provider may only accept a Ticket Lounasseteli™ voucher as payment for a meal.

An employee may utilise the amount of the nominal value of a Virikeseteli® voucher to effect partial or full payment at a Place of Use providing sports or cultural services. A Place of Use may only accept a Virikeseteli voucher as payment for sports or cultural services.

A Ticket Voucher cannot be used to purchase alcohol, tobacco, groceries or other commodities. Ticket Vouchers are not exchanged for money and no change is given for same. A Ticket Lounasseteli™ voucher may also not be exchanged to a Restaurant's meal voucher or other consideration.

- 3.4. The Service Providers accepting Ticket Vouchers from time to time are recognizable from the Ticket Voucher stickers or other comparable identifiers, placed in the vicinity of the front door and/or point of payment or in another visible location.

- 3.5. Ticket Vouchers are usable until the date indicated. Service Providers shall not accept Ticket Vouchers as means of payment after such date.

Edenred shall not reimburse or exchange expired vouchers for new ones. Employees cannot return Ticket Vouchers they have received from the Client.

- 3.6. The Client undertakes to provide the General Terms in force from time to time for the information of those of its employees to whom it issues Ticket Vouchers in order to provide benefits. Based on this agreement, the Client shall be liable to ensure that

its employees comply with the terms and conditions pertaining to the utilisation of the Ticket Vouchers.

- 3.7. Edenred shall not be liable in any way for any defect or deficiency in the quality or content of a product or service sold in exchange for Ticket Vouchers, or for any other damage pertaining to dining.

4. ORDERING TICKET VOUCHERS

- 4.1. Ticket Vouchers are ordered by registering into the Ticket Voucher system on Edenred's Internet site www.edenred.fi. After registration, Edenred shall provide the Client with a reference number for the Client/Payer to use when effecting the Payment to Edenred's account in the form of a reference payment.

- 4.2. The Client/Payer may also effect payment for the Ticket Vouchers ordered by it through the Ticket system using online banking via the eMaksut electronic payment service. In such a case, the Client/Payer will have the online payment buttons of all Finnish banks available to them. The recipient of the payment is Maksuturva. The eMaksut electronic payment service is provided by Maksuturva in collaboration with banks and credit institutions. Utilisation of the eMaksut electronic payment system does not require any additional registration or the payment of any additional charges. Maksuturva has been granted a payment institution operating license by the Financial Supervisory Authority. All data transfer and money traffic is SSL-protected, which entails that no outside party is able to see the Client's/Payer's information.

- 4.3. In ordering Ticket Vouchers, the Client agrees to comply with these General Terms and any decisions concerning fringe benefits issued by the Finnish Tax Authority, as well as other authority regulations, as in force from time to time.

The terms and conditions concerning the nominal value and the minimum amounts of the Ticket Vouchers shall be published from time to time on Edenred's website at www.edenred.fi.

- 4.4. In addition to the nominal value of the vouchers ordered, Edenred shall charge delivery and other

fees in line with its price list valid from time to time. The price list shall be published on Edenred's website at www.edenred.fi.

- 4.5. An order for Ticket Vouchers shall always be binding, and Ticket Vouchers cannot be returned, or exchanged for vouchers of a different value or type.

5. DELIVERY OF TICKET VOUCHERS

- 5.1. Edenred shall not be obligated to deliver Ticket Vouchers prior to receiving full Payment for same in the bank account indicated on its website (www.edenred.fi) from time to time.
- 5.2. Ticket Vouchers shall be delivered to the address provided by the Client upon registering into the Ticket Voucher system, or thereafter, unless another delivery method has been agreed upon with the Client against separate compensation. The delivery shall be addressed to the Client's street address located in Finland, where the delivery shall be handed over to a person designated by the Client, or the company's representative against confirmation of identity.
- 5.3. The Client shall be under a notification obligation, and agrees to notify Edenred of the details of the delivery address in force from time to time, and of the recipient of the voucher order.
- 5.4. Edenred's liability for transportation shall cease once the Ticket Vouchers have been handed over to the Client, or to the Client's transportation service provider.
- 5.5. If the Payment effected by the Payer falls short of the value of the Ticket Vouchers ordered by the Client and the other fees chargeable for same pursuant to the price list, Edenred shall have the right to reduce the number of the Ticket Vouchers to the lower delivery amount closest corresponding to the Payment, and to reimburse the difference to the Payer. Edenred shall not deliver a larger number of Ticket Vouchers than the amount ordered, but, rather, it shall reimburse the excess Payment amount to the Payer, unless otherwise agreed with the Client.
- 5.6. The Client agrees to forthwith, and latest within thirty (30) days of the delivery of the Ticket Vouchers to

the Client pursuant to clause 5.4, inform Edenred of any deviations in the Ticket Vouchers delivered, or in the amounts thereof. A complaint concerning any Ticket Vouchers omitted from the delivery shall only be accepted, if the Client has inspected the delivery at the moment of reception, and has found the delivery to be undamaged. In case the delivery is damaged, the Client shall not accept same. The processing of a complaint shall also require that the Ticket Vouchers in the delivery have not been distributed to the Employees.

6. INTELLECTUAL PROPERTY RIGHTS

Edenred and/or third parties shall own all intellectual property rights to the Ticket Vouchers and to the Ticket Voucher service, and no intellectual property rights are being transferred to the Client, Payer or Employee by means of the agreement.

7. LIMITATION OF LIABILITY

- 7.1. Neither party shall be liable for any indirect or consequential damage, such as a decreased market share, loss of turnover or production, or lost profit.
- 7.2. Edenred's liability for a defect in the services or for a delay shall be limited to the rectification of the defect, or, alternatively, to the re-performance of the incorrectly performed or delayed service.
- 7.3. The limitations of liability under this clause 7 shall, however, not apply to damage caused wilfully or with gross negligence.

8. VALIDITY

- 8.1. Unless the parties have otherwise agreed in writing, this agreement shall remain in force indefinitely, subject to a termination notice period of one (1) month.
- 8.2. This agreement shall expire automatically without any separate notice, in case the Client has not ordered any Ticket Vouchers in accordance with these terms and conditions for thirteen (13) consecutive months. At its discretion, the Client may take the Ticket Service back into use by re-registering as a user of the services in accordance with clause 1.2.

8.3. Edenred shall have the right to terminate the agreement with immediate effect, in case Edenred has justified cause to believe that the Ticket Voucher service, or the Ticket Vouchers are being used unlawfully, or in another manner potentially causing damage to Edenred or third parties.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1. The agreement shall be governed by the laws of Finland, and any disputes arising therefrom shall be primarily settled in mutual negotiations. In case no amicable settlement is reached by way of negotiations, the dispute shall be resolved by the Helsinki district court.

9.2. In the case of any discrepancies between different language versions of the contract terms, the Finnish language contract terms shall prevail.

10. MISCELLANEOUS

10.1. The Client shall promptly inform Edenred in writing of any such changes in its details that may have an impact upon the agreement between the parties, or upon the Ticket Voucher service offered by Edenred. The Client shall be liable for the correctness of the information it has provided to Edenred.

10.2. Edenred shall record all client phone calls. The recorded phone calls are used, *inter alia*, to clarify complaints and to train customer service personnel.

10.3. Edenred shall not be liable for any defect, delay or damage caused by an unusual and unforeseen cause beyond Edenred's control, whose consequences it could not have avoided with reasonable diligence. A force majeure event shall comprise, for instance, an authority measure preventing, or rendering materially more difficult the fulfilment of the agreement, war or mutiny, disruptions in postal, telephone or data communications or in other electronic communications networks, data transmission, automatic data processing, disruption in general payment traffic, disruptions in electricity transmission, fire or water damage, strike or other industrial action. Edenred shall announce the existence and cessation of a force majeure event on its website (www.edenred.fi).

10.4. Edenred shall inform the Client of any amendments to the agreement, General Terms, Ticket Voucher service or price list on its website (www.edenred.fi) no later than one month prior to the entry into force of the amendment.

10.5. Neither party shall have the right to assign the agreement or any part thereof without the prior written consent of the other party. Edenred shall, however, have the right to assign the agreement to a company or other entity belonging to the same group, and, in connection with the transfer of business operations, to the company or other entity receiving the business operations.

11. VALIDITY OF THE GENERAL TERMS

These General Terms shall become effective on 01.01.2017 and shall remain in force until further notice.