

GENERAL TERMS OF CONTRACT

- 1./ This Agreement aims to outline Customer's and Service Provider's rights and responsibilities with respect to the ordering, delivery and settlement of Edenred vouchers purchased by an employer for its employee in compliance with the Act on Personal Income Tax.
- 2./ Customer details, denomination and layout of vouchers by type, as well as invoicing, delivery and other terms and additional costs are set forth in the data sheet attached hereto.
- 3./ This Agreement shall be signed for an indefinite period of time. It may be terminated by either party without a reason with a written notice addressed to the other party at any time (ordinary termination). Ordinary termination may be initiated with a 90-day notice during which the parties shall fulfil their responsibilities and may exercise their rights hereunder.
- 4./ The parties agree that over and above the face value of vouchers Service Provider shall charge a service fee for providing the vouchers which shall be identified as a percentage of the total nominal value of the ordered vouchers in the data sheet attached hereto.
- 5./ The parties agree that in the case of on-site delivery Service Provider may charge a delivery fee as specified in the attached data sheet. The delivery fee shall be paid upon paying the vouchers' price.
- 6./ The vouchers may be used until the expiry date indicated on them.

7./ Customer shall

- 7.1. submit its order for vouchers in the format given by Service Provider (order form or Internet) so that it would arrive at Service Provider at least 5 business days (or in the case of an Internet-based order at least 3 business days) prior to the requested delivery date;
- 7.2. pay for the vouchers (total face value + service fee + delivery fee, if applicable + VAT) by bank transfer so that the transferred amount would be credited to Service Provider's account one banking day prior to the requested delivery date or in cash upon delivery;
- 7.3. ensure that its employee authorised to receive the delivered vouchers be available at the address indicated as the place of delivery at the requested delivery date. If Service Provider's agent fails to present the vouchers to Customer at the requested place of delivery due to a reason within Customer's control, Customer may collect the vouchers at Service Provider's office or request repeated delivery in which case Service Provider may charge it an extra delivery fee observing Section 5 hereunder whether or not it charged Customer a delivery fee for the failed delivery. In this case, the delivery fee shall be paid when the vouchers are presented to Customer;
- 7.4. pay Service Provider the service fee if it cancels its order at a date when the ordered vouchers had already been produced. In this case, Customers shall pay for the vouchers in 8 days of the receipt of Service Provider's respective invoice;
- 7.5. notify Service Provider of any change in its company name, registered address, phone/fax number, bank account number or tax number in writing in 2 days of such change. Service Provider shall not be liable for any problem including late delivery caused by the belated fulfilment or non-fulfilment of this responsibility.

8./ Service Provider shall

- 8.1. produce the vouchers ordered by Customer in a way and at a time specified hereunder by the requested date and deliver them to the identified delivery address(es);
- 8.2. prepare a Fee Statement Form based on Customer's order and submit it to Customer in due time so that Customer would be able to fulfil its payment obligations hereunder;
- 8.3. as an extra service provided free of charge upon Customer's written request,
 - take immediate action to identify potential accepting partners based on the serial numbers given by Customer if vouchers are lost or stolen;
 - refund the face value of vouchers unused in the current year within 15 days if such unused vouchers are returned to Service Provider by Customer by 31 January of the year following the current year or, in the case of schooling vouchers, in 30 days after their expiry date.
- 8.4. replace vouchers free of charge if replacement is required
 - due to a reason within Service Provider's control, or
 - due to a reason within the control of the voucher's user (e.g. vouchers are washed, damaged, improperly detached, etc.)

Service Provider shall issue replacement vouchers at a value corresponding to the value of scanned vouchers.

Expired or fake vouchers shall not be replaced for valid vouchers by Service Provider.

- 8.5. Service Provider shall notify Customer of any change in the service fee in writing at least 1 month before the change enters into effect.

9./ If Service Provider delivers vouchers with a delay of at least 3 business days, it shall refund Customer the full amount of the given order by bank transfer in 2 business days of receipt of Customer's respective written request – provided that Customer fulfilled its ordering and payment obligations hereunder and the delay was not caused by an act of God.

10./ Unless otherwise provided hereunder, the parties may amend this Agreement (e.g. the amount of service and delivery fees) with mutual consent in writing only.

11./ In the event of default payment, the defaulting party shall pay the other party on the defaulted amount a default interest corresponding to 200% of the central bank base rate effective at the date of the payment default.

12./ The parties shall send their statements and notices to each other by mail, fax or personal delivery. Mail shall be considered delivered on the date when the return receipt is signed.



13./ The parties shall attempt to settle any legal dispute arising from this Agreement out of court. If they fail to do so, they shall submit to the exclusive jurisdiction of the Economic Chamber of the Central District Court of Pest.

14./ These General Terms of Contract shall be effective as of 1 January 2010. Service Provider may unilaterally amend the provisions hereunder provided that material components of such amendment are published in a conspicuous manner on the first page of its Web site (www.edenred.hu) 15 days prior to the effective date of such change.

15./ Issues not regulated hereunder shall be governed by the Civil Code.

Budapest, 2010.

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representing:
Edenred Hungary Ltd.
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representing:
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