

The Client is invited to carefully read these General Terms and Conditions of Contract before signing the Proposal for the supply of electronic meal vouchers, as such signature implies full acceptance thereof. The Client is also invited to print a copy and/or save it on a durable medium.

## GENERAL TERMS AND CONDITIONS OF CONTRACT

### Article 1 – Recitals

Pluxee Italia Srl (hereinafter referred to as PLX), with its registered office in Milan, Via Gallarate no. 200, R.E.A. No. 1046306 – VAT No. / Tax Code / Milan Company Register No. 05892970152, a company subject to the direction and coordination of Pluxee International pursuant to Article 2497-bis of the Italian Civil Code, organizes, on behalf of its corporate and institutional clients, a network of Affiliated Establishments authorized to provide food and beverage services which, due to their quality and location, are suitable to offer a meal substitute service, a widespread canteen service, or a food and beverage supply service. Such services are provided through the issuance of electronic meal vouchers, made available via specific entitlement instruments issued by PLX and distributed by its clients to the eligible recipients in accordance with the agreements in place and the applicable laws and regulations in force at the time.

### Article 2 – Definitions

**Beneficiary** (also referred to as the Holder): the employee with a full-time or part-time employment contract, as well as any individual who has entered into a collaboration relationship with the Client, including non-subordinate relationships, to whom, pursuant to current laws and collective labor agreements, Meal Vouchers are assigned and who is therefore entitled to use them.

**Meal Voucher** (also referred to as Electronic Meal Voucher or Vouchers): the electronic entitlement document of any face value and with the characteristics required under the applicable laws and regulations in force at the time, which entitles the holder to receive the supply of food and beverages and the sale of ready-to-eat food products for an amount equal to the face value of the Voucher, excluding any cash payment.

**Card**: the medium on which the electronic Meal Voucher is stored.

**Meal Voucher Card** (also referred to as Reloadable Card): a type of Pluxee Meal Voucher service that grants the holder the right to use the electronic Meal Voucher without any restrictions on days or times.

**Spread Canteen Card**: a type of Pluxee Meal Voucher service that grants the holder the right to use the electronic Meal Voucher on predefined days and times.

**Client** (also referred to as the Customer): the employer who purchases the Meal Vouchers from PLX through the issuance of individual Orders.

**General Terms and Conditions of Contract**: the clauses containing the contractual terms and conditions.

**Specific Terms and Conditions of Contract**: the clauses setting out the specific and financial conditions of the Contract.

**Contract** (also referred to as the Proposal): the Specific Terms agreed with the Client and the General Terms in the version available on the website [www.pluxee.it](http://www.pluxee.it) at the time the Contract is signed.

**Affiliated Establishment(s)**: the establishments specifically affiliated with PLX where the use of Meal Vouchers is guaranteed.

**Supplier** (also referred to as PLX): Pluxee Italia Srl, as the company authorized to issue Meal Vouchers in accordance with the laws and regulations in force at the time.

**Operational Information**: technical specifications of the Pluxee Meal Voucher service included in the Proposal for the supply of Electronic Meal Vouchers.

**Menu Option**: a type of Widespread Canteen Card service that grants the holder the right to use the electronic Meal Voucher on predefined days and times, in the amount of a complete meal.

**Order**: the document, including any attachments, through which the Client expresses the intention to activate the Contract, thereby binding the Supplier to provide the requested services and/or supplies, in accordance with the methods and specifications set forth in the Contract.

**Parties**: jointly, the Client and the Supplier.

**Portal**: the PLX customer portal, available at [buoni.clienti.pluxee.it](http://buoni.clienti.pluxee.it), which allows the User, as the Client, to access various consultation and/or operational features via web channel for the purpose of managing the Meal Vouchers.

**Face Value**: the value of the service indicated on the Meal Voucher, including value-added tax (VAT) applicable to the supply of food and beverages to the public and the sale of ready-to-eat food products.

### Article 3 – Subject Matter

The Contract concerns the provision, in favor of the Client, of a meal substitute service, a widespread canteen service, or a food and beverage supply service through the issuance of electronic Meal Vouchers, made available via specific entitlement instruments issued by PLX.

The Vouchers must be used exclusively by the Beneficiaries designated by the Client, who are the sole individuals authorized to use them.

The Client undertakes to ensure that the Beneficiaries comply with the provisions governing the use of the Vouchers, in accordance with the applicable laws and regulations in force at the time.

PLX guarantees that the Affiliated Establishments will provide the Beneficiaries, within the limits of the face value of the Vouchers loaded on the Cards, with the requested supply and/or sale of food and beverages.

If the value of the service rendered is lower than the value of the Vouchers, the Beneficiary shall not be entitled to receive any cash refund.

The Client also undertakes to ensure that the purchased Vouchers are used exclusively at the Affiliated Establishments listed in the dedicated Portal and/or otherwise indicated by PLX. If the Vouchers are used at company or inter-company canteens, no discounts on the face value of the Voucher shall apply unless otherwise specified in the Specific Terms and Conditions.

### Article 4 – Conclusion of the Contract

The Contract is deemed concluded when PLX receives the Client's acceptance of the Proposal, which must be expressed in writing within the validity period of the proposal; otherwise, the proposal will be considered rejected by the Client.

The Contract consists of the Special Terms and the General Terms and Conditions as they appear on the website [www.pluxee.it](http://www.pluxee.it) at the time of subscription, in the dedicated section, which the Client, by accepting the Proposal, declares to have viewed, understood without reservation, and signed as full and unconditional acceptance.

### Article 5 – Supply requests, order cancellation, and rescheduling

Supply requests, unless otherwise agreed upon in writing between the Parties, must be submitted by the Clients through access to the reserved area available on the Portal at the address [buoni.clienti.pluxee.it](http://buoni.clienti.pluxee.it) using the credentials provided by PLX, following the procedures indicated by the system. Supply requests must include all the information and data required by the system for the order to be considered correctly submitted. Unless otherwise specified by the Client, each Card will include the beneficiary's identification number as indicated in the Order.

Order acceptance is subject to prior validation by PLX.

Order cancellations or reductions in quantity cannot be made by the Client without prior authorization from PLX.

For orders with scheduled deadlines, such as Distributed Meal Cards, rescheduling must be agreed upon in writing with PLX, which reserves the right to decide at its discretion. Written notice must be provided by registered mail with return receipt and/or certified email (PEC) at least 30 days prior to the first available deadline.

## Article 6 – Recharge method for Meal Voucher Cards

In the case of Rechargeable Cards, the Client agrees to recharge the cards of the Beneficiaries on a monthly basis. PLX commits to recharge the cards within a maximum of 7 (seven) business days from the recharge request date.

## Article 7 – Validity of Electronic Meal Vouchers

### 7.1 – Meal Voucher Cards and expiry of the right to replace titles

The electronic meal vouchers contained in the Rechargeable Card are valid for one year, with expiration set on December 31st of each year. Starting from November 1st of each year, the vouchers loaded onto the cards will expire on December 31st of the following year.

It is the responsibility of the Beneficiary to check the expiration of the vouchers and use them within the specified time.

Meal vouchers cannot be used after their natural expiration and for services other than those guaranteed by Article 3.

The reissuance and replacement of expired and unused vouchers in the Meal Voucher Card can only be done if the Client submits a request through the dedicated section of the Portal within 30 days after the expiration date. After this period, the Client loses the right to request replacement of the expired vouchers. The titles will be reloaded onto the Rechargeable Card after the first transaction made by the Beneficiary at an online POS. This transaction must be completed within 15 calendar days from the last day available for the replacement request, after which the right to replacement expires. PLX will charge the fees for reissuing the titles as specified in the Special Terms.

### 7.2 – Spread Canteen Meal Cards

The electronic meal vouchers in the Spread Canteen Card are valid for one day and are limited. The Meal Option grants the holder the right to use the electronic meal voucher for a full meal. The Spread Canteen Cards may include specifications to use the meal service with one meal per day during predetermined times and days, with the possibility to verify the actual usage time and day of the card via a report sent electronically every month. PLX has the right to verify the actual usage time and day of the card, providing the monthly report to the Client.

## Article 8 – Liability, use, and replacement of Cards

PLX disclaims any responsibility for the use of the Cards by authorized individuals in violation of the instructions provided by the Client and any non-compliance with the applicable laws, which the Client has been made aware of through an accompanying letter delivered with the Cards, the contents of which the Client is responsible for communicating to the Beneficiaries.

Similarly, PLX disclaims any responsibility for lost Cards by the Beneficiaries. The Client must deactivate the lost cards through the dedicated functionality on the Portal.

Furthermore, PLX disclaims responsibility for improper use of Cards activated by the Client before their actual receipt.

PLX will deactivate the lost or misused cards within 2 business days from the report received through the Portal, which is the only method to request card deactivation. It is understood that for this period, any consequences arising from the use of the lost card will be borne by the Client.

Unused Cards (included in the blacklist) must be returned to SMS, at the Client's expense.

For Cards for which a replacement request has been made, PLX will charge the Client a processing fee, along with shipping costs and any reissuance costs, as specified in the Special Terms. For reissuing the remaining titles in the returned or blacklisted Rechargeable Cards, PLX will charge the Client a processing fee, as specified in the Special Terms.

## Article 9 – Financial Terms

The amount due to PLX will be calculated by applying the financial conditions set by the Supplier in the Special Terms to the face value of the total meal vouchers ordered by the Client. The resulting amounts will be increased by additional sums due to PLX as specified in the Special Terms.

## Article 10 – Payment Terms and Suspension of Supply

The Client must pay the amounts due to PLX in accordance with the terms specified in the Special Terms. In case of late payment beyond the agreed terms, interest for late payment will automatically be due from the day following the deadline, as provided by Legislative Decree No. 231/2002. Any sums to be credited by PLX to the Client will be processed within the same timeframe as the payment of amounts due to PLX.

If payment is delayed for more than 15 (fifteen) days after the payment deadline specified in the Special Terms, the Supplier may suspend the supply of services (including issuing further meal vouchers) related to future Orders, without prejudice to the right to claim damages.

If the delay exceeds 30 days from the agreed deadline, PLX may declare, by registered letter with return receipt and/or PEC, the automatic termination of the Contract, which will take effect 5 days after the receipt of the related communication, unless the Client has paid all sums due by that date.

## Article 11 – Shipments and claims

Shipping costs for the Cards for each delivery, as specified in the Special Terms, will be borne by the Client and may vary in accordance with carrier rates. Receipt of the package containing the Cards, without any objections noted by the carrier's personnel, will serve as full proof of the integrity of the package and the receipt of the Cards inside. Any claims of missing items will only be considered by PLX if reported to Customer Service immediately and in any case within 8 days from the receipt of the package, under penalty of expiration.

If, before the order is sent, the Client does not communicate any changes to the shipping methods and addresses, the Client will be responsible for any costs related to the unfreezing of the package.

## Article 12 – Special processing

The Client will bear any bank charges related to different payment methods, urgent deliveries, special processing, and any variations from the agreed standard delivery terms.

## Article 13 – Electronic Invoicing

The Client expressly acknowledges that, pursuant to Article 1 of Legislative Decree No. 127/2015, as amended by Law No. 205/2017, starting from January 1, 2019, the invoicing and registration process for goods and services supplied between entities residing, established, or identified in the state territory must be conducted exclusively electronically, through the use of the Interchange System made available by the Revenue Agency and in the format referred to in the second paragraph of the aforementioned provision. Invoices issued by SBSR must therefore be transmitted exclusively in the manner provided by law, unless exemptions apply, and in this regard, the Client undertakes to promptly notify PLX of any exemptions from the above regulation and all necessary data for electronic invoicing.

## Article 14 – Contract duration and changes to commercial conditions

The Contract shall last as specified in the Special Terms, starting from the date of acceptance by the Client.

After the first expiration, the Contract will automatically renew for an equal period and so on, unless terminated by either Party via registered letter with return receipt and/or PEC with a notice of 120 days prior to the natural or extended expiration date, without additional charges.

PLX may, during the contract period, modify the commission on the face value of the Meal Voucher (and thus the percentage applied to the nominal value of the voucher) either upwards or downwards, subject to the following conditions:

a) if the modification results in a decrease in the unconditional commission, it will take effect on the date of receipt of the communication by the Client, who hereby provides their unconditional consent as such a modification, when communicated, is to their benefit;

b) if the modification results in an increase in the unconditional commission, it will apply only after the notice period, which cannot be shorter than 30 days, and only if the Client does not notify their dissent, via registered letter with return receipt or PEC, no later than the end of the notice period, exercising their right of withdrawal from the contractual relationship. In such cases, neither Party will have any claims for damages or compensation.

## Article 15 – Exclusivity

The Client will use PLX exclusively for the services subject to this Contract for their employees and collaborators according to the terms specified in the Contract.

## Article 16 – Express termination clause and penalties

Without prejudice to the right to full compensation for any damage incurred, pursuant to Article 1456 of the Civil Code, the Supplier shall have the right to terminate the Contract by sending a registered letter with return receipt and/or certified email (PEC), with effect 5 days after the receipt of the communication, in the event of: failure and/or delay of more than 30 days after the agreed deadline and/or partial payment of the amounts due and/or non-compliance with the payment obligations or any other commitment under this Contract; as well as the Client being subjected to enforcement procedures, bankruptcy, or other insolvency procedures or voluntary liquidation; violation by the Client of the obligations under Legislative Decree 231/2001. In the event of early termination of the Contract, PLX shall have the right to apply a penalty against the Client, calculated as follows:  $P = F : M \times N \times 10\%$ , where P indicates the penalty amount, F is the total turnover generated by PLX from the beginning of the relationship until the effective date of termination, M is the number of months from the start of the relationship until the effective date of termination, and N is the number of months between the effective date of termination and the natural expiry date of the contract.

## Article 17 – Exclusions and limitations of liability

The Client shall remain unaffected by any dispute and/or claim that may arise between the Participating Businesses and PLX. PLX, however, agrees to hold the Client harmless from any claims made against it by the Participating Businesses. PLX shall not be liable for any dispute or claim arising from the use of the Vouchers by the Beneficiaries that does not comply with the applicable laws, and shall be fully indemnified by the Client.

## Article 18 – Registration

This Contract shall not be subject to registration within the statutory time frame under Articles 5, second paragraph, and 40 of the Presidential Decree 26/4/86 No. 131.

## Article 19 – Amendments

Any amendments to the Contract must be made in writing and signed by both Parties.

## Article 20 – Jurisdiction

Any dispute arising between the Parties concerning the interpretation, execution, or termination of this Contract shall be subject exclusively to the jurisdiction of the Court of Milan. This applies not only in derogation of ordinary territorial jurisdiction but also with the intention to exclude optional courts for claims related to obligations.

The Court of Milan shall remain competent even if the case involves issues of connection or joinder of claims.

## Article 21 – Organizational Model and Code of Ethics

The Client declares to be aware of the contents of Legislative Decree No. 231 of June 8, 2001 ("Regulation on the administrative liability of legal entities, companies, and associations, including those without legal personality, pursuant to Article 11 of Law No. 300 of September 29, 2000").

The Client acknowledges that PLX has adopted an Organizational, Management, and Control Model pursuant to Legislative Decree No. 231 of June 8, 2001.

The Client declares to have reviewed the PLX Code of Ethics on the website [www.pluxee.it](http://www.pluxee.it), to be fully aware of its contents, and to ensure its compliance.

## Article 22 – Information on the processing of Personal Data

The Data Controller is Pluxee Italia Srl, Milan, Via Gallarate 200. The processing of personal data provided in this form is necessary for: a) the management of the pre-contractual and contractual relationship, the legal basis for the processing being Article 6, letter B of EU Regulation 2016/679, and b) the fulfillment of legal obligations, the legal basis for the processing being Article 6, letter C of EU Regulation 2016/679. For purposes a) and b), the data may be retained for up to 10 years after the end of the contractual relationship. For both purposes a) and b), the processing is necessary to comply with a legal obligation to which the data controller is subject.

By signing these General Terms and Conditions, the Client: (a) declares to have read the full privacy policy available on the website [www.pluxee.it](http://www.pluxee.it) at the time of signing, (b) agrees, if transmitting personal data of its employees, to provide them with the Beneficiary privacy policy available on the website [www.pluxee.it](http://www.pluxee.it).

Regarding authorization/denial for the processing of data for marketing purposes, the Client expresses their consent or objection during the Offer phase, at which time related information on the processing will also be provided. The Data Controller, Pluxee Italia Srl, has appointed a Data Protection Officer (DPO) at the group level. For requests related to personal data processed by Pluxee Italia Srl, please write to: [privacy.it@pluxeeigroup.com](mailto:privacy.it@pluxeeigroup.com), also to exercise the rights granted to data subjects (Articles 12–22 GDPR).

## Article 23 – Final Clauses

This Contract fully governs the rights and obligations of PLX and the Client in relation to the subject matter of the Contract.

By signing the Contract, any previous written and/or oral agreements between the Parties are deemed null and void.

Any tolerances, even if repeated or prolonged, regarding breaches or non-compliance with the terms of the Contract shall not constitute a precedent and shall not affect the validity and enforceability of the unobserved clauses or any remaining clauses.

The invalidity of one or more provisions of these General Terms and Conditions does not affect the validity of the remaining provisions.

*General Terms and Conditions for the Supply of Electronic Meal Vouchers Pluxee Italia Srl – Version January 2025*