

The Client is invited to carefully read these General Terms and Conditions before signing the Proposal for the supply of Electronic Meal Vouchers, the execution of which implies full acceptance thereof. The Client is also invited to print a copy hereof and/or store it on a durable medium.

GENERAL TERMS AND CONDITIONS

Article 1 – Recitals

Pluxee Italia S.r.l. (hereinafter "PLX"), with its registered office in Milan, Via Gallarate No. 200, R.E.A. No. 1046306, VAT No. and Tax Code/Companies Register of Milan No. 05892970152, a company subject to the management and coordination activities of Pluxee International pursuant to Article 2497-bis of the Italian Civil Code, organizes, for its corporate and public-sector Clients, a network of Affiliated Merchants authorized to provide food and beverage services which, by reason of their quality and location, are suitable to provide a meal replacement service or a food and beverage supply service through the issuance of Electronic Meal Vouchers made available by means of the appropriate entitlement instruments issued by PLX and distributed by its Clients to eligible beneficiaries in accordance with the applicable agreements and legislation in force from time to time.

Article 2 – Definitions

Beneficiary (also the "Holder"): an employee, whether full-time or part-time, as well as any person who has entered into a collaboration relationship with the Client, including a non-subordinate relationship, to whom Meal Vouchers are assigned pursuant to applicable laws and collective labour agreements and who is therefore entitled to use them;

Meal Voucher (also "Electronic Meal Voucher" or "Vouchers"): an entitlement document in electronic form, of any face value and having the characteristics required by the legislation in force from time to time, granting the Holder the right to obtain the supply of food and beverages and the transfer of ready-to-eat food products up to an amount equal to the face value of the Voucher, to the exclusion of any cash payment;

Card: a physical or virtual medium on which the Electronic Meal Voucher is stored, also available through the App;

App: the mobile application made available by PLX through which the Beneficiary may view, manage and use the Electronic Meal Voucher in virtual format and request its blocking and replacement, in accordance with the provisions of this Agreement;

Meal Voucher Card (also the "Reloadable Card"): a type of Pluxee Meal Voucher service granting its holder the right to use the Electronic Meal Voucher without restrictions as to days or times;

Client (also the "Customer"): the employer purchasing Meal Vouchers from PLX through the issuance of individual Orders;

General Terms and Conditions: the clauses containing the terms and conditions of the Agreement;

Special Terms and Conditions: the clauses containing the specific and commercial terms of the Agreement;

Agreement (also the "Proposal"): the Special Terms and Conditions agreed with the Client together with the General Terms and Conditions available on the website <http://www.pluxee.it> at the time of execution of the Agreement;

Affiliated Merchant(s): merchants specifically affiliated with PLX at which PLX guarantees acceptance of the Meal Vouchers;

Supplier (also "PLX"): Pluxee Italia S.r.l., as the undertaking carrying out the activity of issuing Meal Vouchers and duly authorized to do so in accordance with the legislation in force from time to time;

Operational Information: the technical specifications of the Pluxee Meal Voucher service contained in the Proposal for the Supply of Electronic Meal Vouchers;

Order: the document, including any attachments, through which the Client expresses its intention to make use of the Agreement, thereby engaging the Supplier to provide the requested services and/or supplies in compliance with the procedures and specifications set out in the Agreement;

Parties: jointly, the Client and the Supplier;

Portal: the PLX Client portal available at buoni.clienti.pluxee.it, through which the User, in its capacity as Client, may access a range of consultation and/or operational functions via a web channel for the management of Meal Vouchers;

Face Value: the value of the service indicated on the Meal Voucher, inclusive of VAT applicable to the public supply of food and beverages and the transfer of ready-to-eat food products.

Article 3 – Subject Matter

The Agreement concerns the provision, in favour of the Client, of a meal replacement service or a food and beverage supply service through the issuance of Electronic Meal Vouchers made available by means of entitlement instruments issued by PLX and usable through the Card and/or the App. The Vouchers may only be used by the Beneficiaries designated by the Client, who are the sole persons entitled 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 legislation in force from time to time. PLX guarantees that the Affiliated Merchants shall provide the Beneficiaries, within the limits of the conventional value of the Vouchers loaded onto the Cards, with the requested supply and/or transfer of food and beverages.

Where the value of the goods or services supplied is less than the value of the Vouchers, the Beneficiary shall not be entitled to receive change in cash. The Client further undertakes to ensure that the Vouchers purchased are used exclusively at the Affiliated Merchants listed on the dedicated Portal and/or otherwise indicated by PLX. Should such Vouchers be used at corporate or inter-company canteens, no discount shall be applied to the Face Value of the Voucher unless otherwise provided in the Special Terms and Conditions.

Article 4 – Conclusion of the Agreement

The Agreement shall be deemed concluded upon receipt by PLX of the Client's acceptance of the Proposal, which may only be given expressly by written communication within the validity period of the Proposal, after which the Proposal shall be deemed rejected by the Client for all legal purposes.

The Agreement consists of the Special Terms and Conditions and the General Terms and Conditions in force at the time of execution and published in the dedicated section of the website www.pluxee.it, which the Client, by accepting the Proposal, declares to have reviewed, understood without reservation and executed as full and unconditional acceptance.

Article 5 – Supply Requests, Order Cancellation and Rescheduling

Unless otherwise agreed in writing between the Parties, supply requests must be submitted by Clients by accessing the reserved area available on the Portal at buoni.clienti.pluxee.it using the credentials provided by PLX and following the procedures indicated by the system.

Supply requests must mandatorily contain all information and data required by the system in order for the Order to be deemed duly submitted. Unless otherwise specified by the Client, each Card shall display the Beneficiary's identification number as indicated in the Order.

Acceptance of any Order is subject to prior validation by PLX. Order cancellations or quantity reductions may not be requested by the Client without the prior authorization of PLX. In any event, written notice must be given by registered letter with return receipt and/or certified e-mail (PEC) at least 30 days prior to the first available effective date.

Article 6 – Meal Voucher Card Reload Procedures

In the case of a Reloadable Card, the Client undertakes to reload the Beneficiaries' Cards on a monthly basis.

PLX hereby undertakes to carry out the reload within a maximum period of 7 (seven) Business Days from the date on which the reload request is submitted.

Article 7 – Validity of Electronic Meal Vouchers

Meal Voucher Cards and Forfeiture of the Right to Voucher Replacement

The Electronic Meal Vouchers loaded onto the Reloadable Card shall be valid for one year and shall expire on 31 December of each calendar year. As from 1 November of each year, Vouchers loaded onto Cards shall expire on 31 December of the following calendar year.

It shall be the responsibility of the Beneficiary to monitor the expiry date of the Vouchers and to ensure that they are used within the prescribed validity period. Meal Vouchers may not be used after their expiry date or for services other than those provided for under Article 3 above.

Expired and unused Vouchers loaded onto the Meal Voucher Card may be reissued and replaced only if the Beneficiary submits a request through the relevant section of the Portal and/or the App no later than 30 days after their expiry date. Upon expiry of such period, the Beneficiary shall forfeit the right to request the replacement of expired Vouchers. The entitlement instruments shall be reloaded onto the Reloadable Card upon the first transaction carried out by the Beneficiary through an online POS terminal. Such transaction must be completed within 15 calendar days from the last day available for submitting the replacement request, failing which the Beneficiary shall forfeit the right to replacement. PLX shall charge the amounts specified in the Special Terms and Conditions for the reissuance of the Vouchers.

Article 8 – Liability, Use and Replacement of Cards

PLX shall not be liable for any use of the Cards by authorized persons that is inconsistent with the instructions provided by the Client or otherwise contrary to applicable law. The Client shall be informed of the procedures governing the use of the Cards by means of a letter delivered together with the Cards. The Client hereby undertakes to communicate the contents of such letter to the Beneficiaries.

PLX shall not be liable for the loss or misplacement of Cards by Beneficiaries. The Client shall deactivate any lost Card or any Card requiring deactivation through the specific functionality available on the Portal and/or the App. Deactivation may be carried out by the Client through the Portal and/or by the Beneficiary through either the App or the Portal. Furthermore, PLX shall not be liable for any improper use of Cards activated by the Client prior to their actual receipt. PLX shall deactivate the Card(s) within 2 (two) Business Days from receipt of the relevant notification through the Portal and/or the App, which shall constitute the sole channels through which a Card deactivation request may be submitted. It is understood that, during such period, any consequences arising from the use of a lost Card shall be borne by the Client. Blocking a physical Card through the Portal or the App shall result in the issuance of a replacement physical Card. Likewise, blocking a virtual Card through the Portal or the App shall result in the issuance of a replacement virtual Card. Unused Cards (placed on a blacklist) must be returned to PLX at the Client's care and expense.

For Cards for which a replacement request has been duly submitted in a timely manner, PLX shall charge the Client an administrative handling fee, as well as shipping costs (where applicable to a physical Card) and any reissuance costs, for each replacement Card, as specified in the Special Terms and Conditions. For the reissuance of residual Vouchers contained on Reloadable Cards that have been returned or placed on a blacklist, PLX shall charge the Client the applicable administrative handling fee, as specified in the Special Terms and Conditions.

Article 9 – Commercial Terms

The amounts payable to PLX shall be determined by applying the commercial terms established by the Supplier in the Special Terms and Conditions to the aggregate Face Value of all Meal Vouchers ordered by the Client.

The amounts so determined shall be increased by any additional sums due to PLX, as specified in the Special Terms and Conditions.

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 – Deliveries and Claims

The costs relating to the delivery of the Cards, for each individual shipment, in the amount specified in the Special Terms and Conditions, shall be borne by the Client and may be subject to change in accordance with carriers' rates. Receipt of the package containing the Cards, without any objections being raised and recorded by the carrier's representatives, shall constitute conclusive evidence of the integrity of the packaging and of receipt of the Cards contained therein. Any notification of shortages shall be considered by PLX only if reported to Client Service immediately and, in any event, no later than 8 (eight) days from the date of receipt of the package, failing which the relevant claim shall be forfeited.

Should the Client fail to notify any changes to delivery arrangements and shipping addresses prior to submitting the Order, any storage release and redelivery charges shall be borne by the Client.

Article 12 – Special Processing Services

The Client shall bear all banking charges relating to the various payment methods, the management of urgent deliveries, additional processing activities and any variations from the agreed supply standards.

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, with effect from 1 January 2019, the invoicing and registration process for supplies of goods and services carried out between entities resident, established or identified within the territory of the Italian State must be performed exclusively by electronic means, through the Exchange System (Sistema di Interscambio) made available by the Italian Revenue Agency and in accordance with the format referred to in paragraph 2 of the aforementioned provision.

Invoices issued by PLX must therefore be transmitted exclusively using the method prescribed by law, without prejudice to any exemptions permitted by applicable legislation. To this end, the Client undertakes to promptly notify PLX of any exemption from the above-mentioned regulations and to provide all information required for both outbound and inbound electronic invoicing.

Article 14 – Term of the Agreement and Amendments to Commercial Terms

The Agreement shall remain in force for the term specified in the Special Terms and Conditions, commencing on the date of acceptance by the Client. Upon expiry of the initial term, the Agreement shall be automatically renewed for an equivalent period and thereafter successively renewed for further equivalent periods, unless terminated by either Party by registered letter with return receipt and/or certified e-mail (PEC), giving at least 120 (one hundred and twenty) days' prior notice before the relevant expiry date, whether original or renewed, without any additional charge.

During the term of the Agreement, PLX may amend the commission applicable to the Face Value of the Meal Voucher (and therefore the percentage applied to the nominal value of the Voucher), whether by increasing or decreasing it, subject to the following conditions:

- where the amendment results in an unconditional reduction of the commission, such amendment shall become effective from the date on which the Client receives the relevant communication from PLX. The Client hereby grants its unconditional consent in advance, insofar as such amendment, where communicated, is favourable to the Client;
- where the amendment results in an unconditional increase of the commission, such amendment shall become effective only upon expiry of a notice period, which shall not be less than 30 (thirty) days, and only if the Client has not communicated its objection by exercising its right to withdraw from the contractual relationship by means of a registered letter with return receipt or certified e-mail (PEC), which must be sent no later than the expiry date of the notice period granted. In such event, neither Party shall have any claim whatsoever against the other by way of compensation, damages or indemnity.

Article 15 – Exclusivity

The Client shall engage PLX on an exclusive basis in relation to the services covered by this Agreement for its employees and collaborators, in accordance with the arrangements selected in the Agreement.

Article 16 – Express Termination Clause and Liquidated Damages

16.1 Express Termination Clause

Pursuant to and for the purposes of Article 1456 of the Italian Civil Code, PLX shall be entitled to terminate the Agreement by operation of law by giving notice to the Client by registered letter with return receipt and/or certified e-mail (PEC), with effect 5 (five) days after receipt of such notice, should any of the following breaches by the Client occur:

- failure to pay, partial payment, or late payment of amounts due to PLX continuing for more than 30 (thirty) days beyond the deadlines agreed pursuant to Article 10;
- failure to comply with the payment obligations set out in the Agreement and/or in the Special Terms and Conditions;
- breach of the exclusivity obligation set out in Article 15;

- breach of the obligations set out in Article 21 relating to Legislative Decree No. 231/2001, the Organisational Model, the Code of Ethics and the Ethical Charter;

- the Client becoming subject to enforcement proceedings, judicial liquidation, other insolvency proceedings, or liquidation, including voluntary liquidation.

PLX's right to recover any greater damages suffered shall remain unaffected.

16.2 Liquidated Damages

Pursuant to Article 1382 of the Italian Civil Code, without prejudice to any greater damages where expressly provided for by law or by this Agreement, the Client shall be required to pay PLX liquidated damages in the following cases:

- a) breach of the exclusivity obligation set out in Article 15;
- b) withdrawal from the Agreement before its natural expiry date or total or partial early termination of Orders and/or use of the service in the absence of the contractual conditions required for withdrawal or termination notice;
- c) notice of termination or withdrawal taking effect prior to the natural expiry of the contractual relationship, resulting in the discontinuation of Orders before such date;
- d) early termination of the Agreement pursuant to Article 10.

In all of the above cases, the liquidated damages shall be calculated according to the following formula:

$$P = (F \div M) \times N \times 10\%$$

where:

- **P** = amount of the liquidated damages;
- **F** = the total amount invoiced by PLX to the Client from the commencement of the contractual relationship up to the date of notification of the breach of the exclusivity obligation or, in the event of withdrawal, termination or early cessation, up to the effective date of such early cessation;
- **M** = the number of months elapsed from the commencement of the Agreement up to the above-mentioned date;
- **N** = the number of months remaining between the effective date of the early cessation and the natural expiry date of the Agreement.

The liquidated damages shall become due by the Client following written notice from PLX sent by registered letter with return receipt and/or certified e-mail (PEC).

Article 17 – Exclusions and Limitations of Liability

The Client shall remain a stranger to any dispute and/or claim that may arise between the Affiliated Merchants and PLX. PLX hereby undertakes to hold the Client harmless and indemnified against any claims whatsoever brought against it by the Affiliated Merchants.

PLX shall remain uninvolved in any dispute or claim arising from the use of the Vouchers by Beneficiaries in a manner not compliant with applicable laws and regulations, and the Client shall fully indemnify and hold harmless PLX in respect thereof.

Article 18 – Registration

The Agreement shall not be subject to mandatory registration pursuant to Articles 5, paragraph 2, and 40 of Presidential Decree No. 131 of 26 April 1986.

Article 19 – Amendments

Any amendment to the Agreement shall be made in writing and signed by both Parties.

Article 20 – Governing Jurisdiction

Any dispute arising between the Parties in connection with the interpretation, performance or termination of this Agreement shall fall within the exclusive jurisdiction of the Court of Milan. Such jurisdiction shall apply not only by way of derogation from the ordinary rules of territorial jurisdiction but also with the express exclusion of any alternative venues provided for actions relating to rights arising from obligations.

The exclusive jurisdiction of the Court of Milan shall not be affected by reasons of related actions, joinder, or any other rules concerning the connection or pendency of proceedings.

Article 21 – Organisational Model and Responsible Conduct

The Client declares that it is aware of the provisions of Legislative Decree No. 231 of 8 June 2001 ("Rules governing the administrative liability of legal entities, companies and associations, including those without legal personality, pursuant to Article 11 of Law No. 300 of 29 September 2000").

The Client acknowledges that PLX has adopted an Organisation, Management and Control Model pursuant to Legislative Decree No. 231 of 8 June 2001 and undertakes to comply with such model, as well as with all applicable international anti-corruption standards and regulatory frameworks.

The Client further declares that it has reviewed PLX's Code of Ethics and Ethical Charter through the website www.pluxee.it, under the Responsible Conduct section, that it is fully aware of their contents and undertakes to ensure compliance therewith.

In the event of any breach of the foregoing provisions, PLX reserves the right to terminate the Agreement and seek compensation for any damages suffered.

Article 22 – Information on the Processing of Personal Data

The Parties undertake to process personal data in accordance with the principles established by Regulation (EU) 2016/679 and in compliance with the duties and obligations arising from the applicable sector-specific legislation, including any national measures and/or secondary legislation, recommendations, decisions and/or guidelines issued from time to time by the competent regulatory authorities.

The Parties acknowledge that they have reviewed their respective privacy notices relating to the processing of personal data of data subjects pursuant to Article 13 of Regulation (EU) 2016/679 (the "GDPR") and that each Party has made the relevant notice available within its own organisation. For the purposes of the foregoing, PLX informs the Client that the privacy notice provided to it is also available on its website (Client Privacy Notice). Furthermore, PLX states that any additions and/or amendments to such privacy notice shall be communicated by updating the version made available on the aforementioned website.

Lastly, the Parties agree that, with regard to the processing activities connected with the provision of the services agreed for the benefit of the Beneficiaries, PLX shall act as Data Controller pursuant to Article 4 of the GDPR. Accordingly, PLX shall not be required to enter into any appointment as Data Processor pursuant to Article 28 of the GDPR.

Article 23 – Final Provisions

The Agreement constitutes the entire agreement governing the rights and obligations of PLX and the Client with respect to the subject matter hereof.

Upon execution of the Agreement, any prior and different agreements or understandings between the Parties, whether written or oral, shall be deemed cancelled and without effect.

Any tolerance, including where repeated or prolonged, of breaches of or failures to comply with any provision of the Agreement shall not constitute a precedent and shall not affect the validity or enforceability of either the provision breached or any other provision of the Agreement.

The invalidity or unenforceability of one or more provisions contained in these General Terms and Conditions shall not affect the validity or enforceability of the remaining provisions.

General Terms and Conditions for the Supply of Electronic Meal Vouchers, Pluxee Italia S.r.l. – August 2026 version