

These General Terms and Conditions of Affiliation, together with the Affiliation Contract(s), set out the respective rights, obligations and liabilities of Pluxee Luxembourg (formerly Sodexo Pass) and the Affiliate. It is assumed that the Affiliate is familiar with the current legislation applicable to the Vouchers.

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1 DEFINITIONS

The following definitions apply:

"Affiliate": means any natural or legal person affiliated with the Pluxee Network pursuant to an Affiliation Contract and accepting all or part of the Vouchers.

"Affiliate Portal": means the platform that is or will be made available to the Affiliate on www.sodexo.lu or any other site that replaces it.

"Commission" means the amount charged by Pluxee to the Affiliate for the acceptance of the Vouchers.

"Customer" or "Cardholder": means any natural person who has been issued Pluxee Vouchers and who carries out Transactions with an Affiliate.

"Electronic Voucher": means the payment method represented by an electronic Lunch or electronic Gift (virtual or physical Pluxee Card or Sodexo Card), as well as any other electronic payment method developed or to be potentially developed by Pluxee.

"Establishment" or "Point of Sale": means the commercial outlets identified by the Affiliates as a possible location for the use of Vouchers. It must be legally part of the same legal entity referred to in this contract.

"Gift Voucher": the cash benefit system in the form of gift Vouchers (paper or electronic).

"Legislation applicable to the Vouchers": means all legal or regulatory provisions applicable to the Vouchers, as amended or replaced.

"Lunch Voucher": the cash benefit system in the form of meal Vouchers (paper or electronic), in accordance with the Grand Ducal Regulation of 29 December 1986 implementing Article 115 (21) L.I.R. and the administrative circulars issued with regard to its application and any subsequent amendments thereto.

"Merchant Id" or "MID": A unique identifier assigned to each point of sale and provided by the Payment Service Provider (PSP) for the purpose of accepting Electronic Voucher payments.

"Paper Voucher": means any payment method represented by a paper Lunch Voucher or paper Gift Voucher, as well as any other paper payment method developed or to be potentially developed by Pluxee.

"PSP": means the secure payment service provider that will manage, among other things, payments via Pluxee Cards to an Affiliate.

"Pluxee Card" or "Sodexo Card": the individual and personal medium in the form of a card, provided that the card is valid, with or without a secret code, issued by Pluxee to a Customer for the purpose of spending Electronic Vouchers. This card is personal and allows the Customer to use Electronic Vouchers to carry out Transactions with the Affiliates. They can be dematerialised on systems such as Apple Pay, Pluxee Pay, Sodexo Pay, etc. Pluxee Cards are loaded in EUR and do not allow cash withdrawals via ATMs.

"Pluxee Network" or "Sodexo Network": all Affiliates with an active and valid contract for the acceptance of one or more Pluxee Vouchers, as well as any other system developed or to be potentially developed by Pluxee.

"Pluxee": Pluxee Luxembourg, with its registered office at 39 Rue du Puits Romain - Z.A. Bourmicht, L-8070 Bertrange.

"Terminal": means any hardware, equipment (fixed or mobile), software and any other electronic and telecommunication device used by an Affiliate to accept Electronic Vouchers in accordance with the *Legislation applicable to the Vouchers* to process a Transaction.

"Transaction": means any payment transaction validated between an Affiliate and a Customer by means of one or more valid Electronic Voucher(s) through a Terminal or online payment.

"Voucher": means any payment method represented by a Lunch Voucher (paper or electronic), Gift Voucher (paper or electronic), as well as any other method developed or to be potentially developed by Pluxee.

"Voucher Remittance": means the sending of Paper Vouchers to Pluxee by a Merchant in order to obtain reimbursement.

2 PURPOSE

The purpose of these general terms and conditions is to govern the Affiliate's relationship with Pluxee with respect to:

- the Affiliate's affiliation to the Pluxee Network;
- the acceptance of the Vouchers by the Affiliate for the purposes of a Transaction or payment;
- the reimbursement of Paper Vouchers by Pluxee to the Affiliate.

3 SERVICES PROVIDED BY PLUXEE

Pluxee undertakes to:

- promote, issue and market the Vouchers in accordance with the *Legislation applicable to the Vouchers* and any other applicable legislation;
- reference the Affiliate on the Pluxee or Sodexo website and app;
- reimburse the Affiliate the amount corresponding to the Paper Voucher Remittances, in accordance with the provisions of Article 5 of these Conditions.

4 OBLIGATIONS AND DECLARATIONS OF THE AFFILIATE

The Affiliate agrees, under penalty of being refused reimbursement or under penalty of suspension or termination of the Affiliation Contract, to:

4.1. For all types of Vouchers:

- refuse to exchange a Voucher for cash only;
- accept, without interruption, all Vouchers for which an Affiliation Contract is active and valid;
- limit the collection and redemption of Vouchers to purchases made at its own premises;
- not to trade the Vouchers, in whole or in part, for cash;
- inform Pluxee without delay of any fraud or suspected fraud committed with the Vouchers, as well as of the measures taken by the Affiliate to protect itself against any attempted fraud;
- clearly display the Pluxee (or Sodexo) sticker on the entrance door, the outside window of the business and/or near the cash registers;
- never ask for financial compensation from their customers to be able to use the Vouchers;
- notify Pluxee of any changes to the data relating to its legal entity mentioned in the contractual conditions, in particular changes concerning payment Terminals, merchant identifiers and/or payment service providers (PSP);
- authorise Pluxee to mention on its website and mobile app of the Point of Sales affiliated with the Pluxee Network as well as in any other document or advertising and sales materials communicated to the public.

4.2. For Paper Vouchers:

- systematically affix the stamp of the Affiliate and the date of use by the Customer on the back of the Paper Voucher collected in its point of sales;
- send the Paper Vouchers together with the Remittance Form issued to them;
- accept Paper Vouchers only during the period of validity indicated by Pluxee.

4.3. For Lunch Vouchers :

- accept the Vouchers exclusively as payment for the purchase of meals or ready-to-eat foods;
- refuse the Vouchers for the purchase of non-food products (e.g. cigarettes or fuel);
- strictly comply with the legislation in force concerning the meal Voucher system according to the Grand Ducal Regulation of 29 December 1986 and the circulars issued with regard to its application, and any subsequent amendments.

4.4 The Affiliate declares:

- that, in the context of the acceptance of Electronic Vouchers, it is affiliated and member of the credit card network and that the Merchant ID number communicated to Pluxee belongs to the Affiliate, under penalty of suspension or termination of the Affiliation Contract and the payment of damages up to EUR 100.00 per day (or more if the actual damage exceeds this amount);
- that it will refrain from any transfer or assignment of the affiliation;
- that it will only use the affiliation for Point of Sale(s) that are legally dependent on the legal entity mentioned in the contract;
- that it acknowledges that Pluxee is free to accept or refuse any affiliation to its network, without having to justify its decision.

5 COMMISSION BILLING AND REIMBURSEMENT PROCEDURES

5.1. Paper Vouchers:

5.1.1 Pluxee shall reimburse the Affiliate's Paper Vouchers by way of bank transfer, following the commercial conditions of the contract.

5.1.2 Depending on the type of product, Pluxee may offer several reimbursement methods to Affiliates. The available reimbursement methods, as well as the reimbursement periods and applicable Commission, are set out in the contract's commercial conditions.

The choice of reimbursement method is specified by the Affiliate at the time of Remittance and is indicated on the Remittance Form. The methods of reimbursement are:

- either via **standard** reimbursement (default method if not otherwise specified), subject to a STANDARD COMMISSION on the total value of the Paper Vouchers remitted
- or via **express** reimbursement, at the explicit request of the Affiliate, by charging an EXPRESS COMMISSION on the total value of the Paper Vouchers remitted.

5.1.3 In all cases, the minimum Commission charged by Pluxee may not be less than the MINIMUM COMMISSION AMOUNT.

In addition to the Commission described above, Pluxee shall deduct a fixed amount for each reimbursement made, as a TRANSFER FEE per Remittance.

5.1.4 The Affiliate shall deliver the Paper Vouchers to Pluxee:

- either at the branch network of the bank(s) indicated by Pluxee, under the sole responsibility of the Affiliate;
- or at the Pluxee offices, during applicable open hours;
- or by registered mail, at the Affiliate's own risk.

The burden of proof of delivery of the Paper Vouchers rests with the Affiliate. Pluxee shall not be liable in any circumstances and for any reason whatsoever for any theft, loss or damage that may occur as a result of or in connection with the method of shipment or delivery of Paper Vouchers chosen by the Affiliate.

In order to be scanned, Paper Vouchers must be stamped on the back only with the Affiliate's stamp and must be presented in a legible state, not stapled, and arranged in the same orientation, failing which they cannot be reimbursed. Under no circumstances may Paper Vouchers be cut or show signs of tampering.

In the event of a discrepancy between the number and/or value of Paper Vouchers as stated on the Remittance Form issued by the Affiliate and the count and/or reimbursement made by Pluxee, the results obtained by Pluxee shall be presumed to be correct until established otherwise by the Affiliate.

5.1.5 Paper Vouchers shall only be reimbursable up to the expiry date for the Affiliate shown on the front of the Voucher. After this date, Paper Vouchers issued by Pluxee shall have no value.

5.2. Electronic Vouchers

5.2.1 The payment (reimbursement) of Transaction amounts shall be made by the Affiliate's PSP, according to its own payment terms and conditions.

Pluxee shall charge a Commission for each Electronic Voucher accepted by the Affiliate.

5.2.2 The amount of the Commission shall vary according to the type of Electronic Voucher and shall depend on the rate stipulated in the commercial conditions of the relevant Affiliation Contract (see COMMISSION under commercial conditions). It shall be calculated on the basis of the total value of payments made by means of the said Electronic Voucher at the various establishments of the Affiliate during the month of invoicing.

A minimum monthly amount (see MINIMUM MONTHLY COMMISSION under commercial conditions) may be claimed for each of the Electronic Vouchers to which the Affiliate subscribed to cover fixed operating costs.

5.2.3 The monthly invoice, separate for each type of Electronic Voucher, shall be issued on the fifth day of the month following the invoice period and sent to the Affiliate electronically.

The Affiliate shall be obliged to pay the invoice amount monthly following the method and within the period defined in the Commercial conditions of the Affiliation Contract.

5.3. General application

Failure to pay an invoice or request for payment on the due date, for any reason whatsoever, and which remains unpaid for seven days after the date of the formal notice sent to the Affiliate, shall automatically and without further notice result in (i) the payment of late interest from the due date of the sums due, calculated at the rate provided for in Articles 3 (1) and (2) of the amended law of 18 April 2004 on payment deadlines and interest on arrears and (ii) the payment of a sum equivalent to 15% of the unpaid principal amount with a minimum of EUR 50 as damages for late payment

As security for the payment of Commissions due in respect of both Paper and Electronic Vouchers, and in cases where Pluxee considers it necessary, Pluxee may request a commercial guarantee, which must be given by one or more partners and/or statutory representative(s) of the Affiliate.

6 OFFSETTING OF PLUXEE'S RECEIVABLES AGAINST AMOUNTS OWED TO THE AFFILIATE

6.1 Pluxee may at any time, even after a concursus creditorium has arisen, offset reciprocal debts and claims between the Affiliate and Pluxee arising from the Affiliation Contract or any other agreement between the Parties. This offset may also be applied regardless of whether or not the reciprocal debts are due and payable.

6.2 The Affiliate shall be entitled to offset its receivables against Pluxee, provided that such receivables are reciprocal and that they are certain, liquid, due and undisputed by Pluxee.

7 TERMINAL AND ONLINE PAYMENT SYSTEM

7.1 General Provisions

7.1.1 Where required for the acceptance of Electronic Vouchers, the Affiliate shall use and maintain a Terminal or online payment system certified by a recognised organisation or PSP and kept in good working order at all times, thus enabling it to accept Electronic Vouchers without interruption or malfunction. The Affiliate will remain solely responsible for the use of the Terminal and/or its online payment system.

7.1.2 The Affiliate commits to:

- obtain the merchant identification number(s) (MID) from the PSP for each of the Point of Sales concerned by the affiliation and transmit them to Pluxee. These MIDs will be used by Pluxee to activate the Terminals of the Affiliate's Point of Sales.
- follow the instructions/procedures of the Terminal or PSP (e.g.: request to enter a secret code, approve or refuse a Transaction, "Know Your Customer" (KYC), a "Customer Due Diligence" (CDD) etc.).

7.2 Terminal

7.2.1 Pluxee disclaims any and all liability vis-à-vis the Affiliate or any third party arising out of or in connection with (i) any failure, error or malfunction (including, but not limited to, where merchant identifiers have not been correctly communicated by the Affiliate) of any Terminal which is not the responsibility of Pluxee; (ii) loss or theft, particularly of data initially related to the Terminal or any equipment or software not under the responsibility of Pluxee; (iii) damage suffered by a Cardholder as a result of the withdrawal of a Pluxee Card. The Affiliate bears the full risk of negligent and wrongful use and is responsible for abuses committed by its employees or other persons with regard to the acceptance of Electronic Vouchers (including the virtual card available in the Pluxee or Sodexo app) in its store or any of its Point of Sale.

7.2.2 If a Pluxee or Sodexo Card shows signs of tampering or if it is likely that the person using the Pluxee Card is not the legitimate holder, the Affiliate shall contact Pluxee accordingly.

7.3 Online payment system

With respect to online payment systems, Pluxee is in no way responsible for (1) the services provided by the PSP, (2) the use of such services by the Affiliate, or (3) the following events, without limitation:

- Fraudulent use of the login and password, any impersonation of the Affiliate, and in general any use of the online payment system by an unauthorised third party;
- Malfunctions in the system used by the Affiliate that result in inaccuracies in the data transmitted to the service provider and/or Pluxee when validating Transactions;
- The security and accuracy of data relating to Transactions transmitted over the information systems of a bank or Pluxee, and more particularly, the Internet and telecommunications networks used to carry out Transactions and not controlled by Pluxee;
- Any payment failure resulting from a malfunction of the online payment system;
- Any malfunction attributable to the Affiliate's website or its PSP.

8 ESTABLISHMENTS AND POINTS OF SALE

8.1 The Affiliation Contract allows the Affiliate to extend its applicability to the establishments that are linked to the main legal entity. In the event that an establishment is linked to another legal entity, a separate Affiliation Contract must be signed with Pluxee.

8.2 To accept Electronic Vouchers, it is the Affiliate's responsibility to provide Pluxee with all the information necessary for the technical activation of its various Points of Sale. This information is provided via the online form, via an Excel spreadsheet or in any other useful mean. These data are as follows (non-exhaustive list):

- The contact persons: surname, first name, email, telephone;
- The electronic payment data: PSP name, MID;
- Public data: name of the brand or chain, physical address of the point of sale, public email address, website, social network pages, etc.

Any change in this information (in particular in the electronic payment data) must be communicated by the Affiliate to Pluxee as soon as possible, so as not to disrupt the acceptance of Electronic Vouchers.

8.3 Insofar as an Affiliate offers online payment to its customers, the Affiliate's online shop may also be considered a Point of Sale.

9 NON-COMPETITION CLAUSE

9.1 The Affiliate shall refrain from participating, under its own name, directly or indirectly, or through an association with third parties, in the issuance of any form of vouchers or meal cards that may compete with Pluxee.

9.2 If this clause is breached, the Affiliate shall pay €5,000.00 to Pluxee.

If the Affiliate continues to do so, despite formal notice, Pluxee shall be entitled to claim €10,000.00 from the Affiliate.

10 INSPECTIONS

10.1 Pluxee may, at any time, carry out inspections at the Affiliate's Point of Sale in order to verify due and proper use and acceptance of the Vouchers, including compliance with these general terms and conditions and the Legislation applicable to the Vouchers. Pluxee reserves the right to conduct such inspections anonymously without prior notice to the Affiliate.

10.2 If Pluxee becomes aware of any breach of the general terms and conditions or of the Legislation applicable to the Vouchers, it shall issue a written warning to the Affiliate.

In the event of repeated findings, Pluxee may terminate the Affiliation Contract, in accordance with the terms and conditions set out in Article 13 of these general terms and conditions.

11 CONTRACT AMENDMENT AND REVISION OF FEES

11.1 Pluxee reserves the right to modify the general terms and conditions of affiliation at any time, in particular, but not exclusively, in order to comply with the Legislation applicable to the Vouchers. Changes may relate to any element of the general terms and conditions of affiliation or of the commercial conditions of the Affiliate Contract, stating reasons for this.

In addition, Pluxee reserves the right to adjust its Commission each year, following the indexation based on the National Consumer Price Index.

11.2 Pluxee shall notify the Affiliate by email (if applicable referring to a hyperlink) of any changes to any element of the general terms and conditions of affiliation. Except in cases where the modification(s) result(s) solely from the adaptation of the general terms and conditions to the Legislation applicable to the Vouchers, the Affiliate shall have a period of 30 days to notify Pluxee of any comments on the new version of the general terms and conditions of affiliation.

After expiry of the 30-day period referred to in the previous paragraph, the Affiliate shall be deemed to have accepted the general terms and conditions of affiliation, as amended.

12 COMPENSATION

12.1 The Affiliate shall undertake to compensate and hold Pluxee harmless from and against any and all damages and expenses (including all reasonable investigation expenses and attorneys' fees) caused to or incurred by Pluxee as a result of or in connection with any claim made or defence exercised against Pluxee as a result of failure to deliver or incorrect delivery of products and/or services by the Affiliate to a Client, in the event of any dispute between a Customer and the Affiliate or of a claim or recourse by a third party as a result of failure by the Affiliate to comply with any obligations arising out of this contract.

12.2 Except for the reimbursement of vouchers due under any Transaction, Pluxee's maximum total liability under or in connection with this contract, whether in contract or in tort, including, but not limited to negligence, for any event or series of related events, under or in connection to this contract, shall under no circumstances exceed 50% of the amount of Commissions deducted by Pluxee for services rendered under this contract during the year prior to the occurrence of the event for which it is liable (or, in the first year, the value of the package paid or Commissions paid by the Affiliate to Pluxee in the 6 (six) months prior to the event for which it is responsible).

13 DURATION OF THE CONTRACT

13.1 The Affiliation Contract shall enter into force at the time it is signed "for agreement" by Pluxee. It is concluded for an indefinite period.

13.2 The Affiliate may terminate the contract at any time without giving any reason,

- by email to Affiliates.SVC.LU@sodexo.com or;
- by post to:
Pluxee Luxembourg - Affiliates Service
Rue du Puits Romain, 39 - Z.A. Bourmicht
L-8070 Bertrange

13.3 Pluxee reserves the right to suspend carrying out the contract and/or the reimbursement of the Paper Vouchers in the event of the

Affiliate failing to comply with its obligations. Pluxee may invoke, in its favour, the termination of the Affiliation Contract with immediate effect and as of right, without prior notice, legal action or any other judicial formality, if the Affiliate fails to comply with the obligations arising from the Grand-Ducal Regulation of 29 December 1986 and the administrative circulars issued with regard to its application.

13.4 In the event of termination of the Affiliation Contract, the Affiliate shall be required to:

- remove without delay any mark and/or identification indicating its affiliation to the Pluxee Network;
- return to Pluxee any Paper Vouchers still in its possession within 15 working days of termination, failing which the reimbursement of those Vouchers will be refused.

13.5 In the event of termination of the Affiliation Contract, Pluxee shall be required to:

- deactivate the merchant identifiers (MIDs) of the payment Terminals associated with the various Points of Sale of the Affiliate;
- issue a final invoice (issued within 10 days of the end of the contract);
- remove the various points of sale from the location tool (*Store Locator* on the Pluxee or Sodexo app and portal) that Pluxee makes available to its consumers.

14 INTELLECTUAL PROPERTY

Each Party retains all rights, title and interest in and to all figurative and non-figurative elements displayed or communicated on the websites and the App, including information, data, trademarks, logos, photos, texts, drawings, illustrations and iconography, protected by copyright, trademark law, patent law, legislation on the legal protection of databases, or by any other legally recognised right, which are and shall remain the exclusive property of the Party concerned and its partners. Each Party undertakes, among other things, not to reproduce, represent, distribute, use or exploit, directly or indirectly, all or part of these elements on any medium and in any place, without prior, special and express authorisation from the other Party.

15 COLLECTION AND USE OF PERSONAL DATA

15.1 The Affiliate is hereby informed that its personal data may be subject to automated processing for the purpose of managing its application.

The processing of data by Pluxee, which acts as the data controller for the data collected from the Affiliate, shall be carried out in strict compliance with the applicable legal provisions and in particular the General Data Protection Regulation (Regulation (EU) 2016/679) (hereinafter "GDPR") and the law of 1st August 2018 on the organisation of the National Commission for Data Protection and the General Data Protection Regime (Mem. A686 of 16/08/2018) (hereinafter referred to as the "Law of 1st August 2018").

The legal basis and purpose of the processing of personal data is the actioning of the Affiliate's request and the execution of the Affiliation Contract concluded with the Affiliate.

15.2 The following persons at Pluxee shall be recipients of personal data and may have access to such data: executive management, the affiliate management department, the accounting (finance) department and the marketing department.

15.3 The data collected shall be kept for no longer than is necessary to achieve the purposes for which it was collected, without prejudice to the right of Pluxee to keep certain data for a longer period of time due to legal/regulatory obligations applying to Pluxee, or due to exceptional situations that would justify longer retention (legal proceedings, etc.).

15.4 The Affiliate is informed that, in the context of the purposes of the processing carried out by Pluxee, personal data may be transferred to other data controllers or processors who may be

located within the EU or in a third country. Pluxee shall make such transfers in strict compliance with the GDPR.

15.5 The Affiliate agrees that its personal data may be used for information and marketing purposes. In this context, personal data may be shared with other companies that belong to the same Pluxee group. The Affiliate may freely and at no cost withdraw its consent or object at any time to the processing of its personal data by sending a request to Pluxee, as described in the last paragraph of this article. The Affiliate may also have, free of charge, the right to access and rectify its personal data.

In particular cases specified in the GDPR, the Affiliate may also request to obtain limitation of processing so that personal data may, with the exception of retention, only be processed with the Affiliate's consent.

15.6 Without prejudice to any other administrative or judicial remedy, the Affiliate has the right to file a complaint with the Commission Nationale pour la Protection des Données (CNPD) if it considers itself to be the victim of a breach in the processing of its personal data. Pluxee is responsible for this processing of personal data and undertakes to comply with the applicable legal provisions on the subject (in particular the GDPR and the Law of 1st August 2018) and to implement all appropriate technical and organisational measures to ensure the protection of the data it processes against accidental or unlawful destruction, accidental loss, alteration, unauthorised dissemination or access, as well as against any other form of unlawful processing.

15.7 For more information on the processing of personal data, please see our Global Privacy Policy available at <https://www.sodexo.lu/>.

If the Affiliate has any questions regarding the processing of personal data, or in order to exercise its rights as described above, the Affiliate may contact Pluxee by sending an email to the following address: Privacy.svc.lu@sodexo.com, or by sending a letter to the following address: Pluxee Luxembourg (Local Data

Protection Contact), 39, rue du Puits Romain, ZA Bourmicht, L-8070 Bertrange, or by contacting Pluxee on +352 28 76 15 00.

16 SPECIAL PROVISIONS

16.1 For all communications to or from the Affiliate under this Contract and its successors, the Affiliate's address for service shall be its registered office address, unless it has provided an email address in the Affiliate Agreement, in which case that email address shall be used for all notifications.

Any letter or registered letter sent to this address shall be presumed to have been received by the Affiliate within 5 days of the date of posting, as evidenced by the postmark. Only a registered letter or email received by Pluxee containing notification to Pluxee of a new domicile of the Affiliate or a new registered office shall be deemed to be a new election of domicile as of the date of its receipt by Pluxee.

16.2 The Affiliate shall be responsible for checking the accuracy of all correspondence, documents, statements and invoices issued and sent to it by Pluxee and shall report to Pluxee any errors that may be contained therein. In the absence of a written complaint (by email or letter) within 7 days of the dispatch of these documents, the information and amounts contained in the letters, documents, statements and invoices of Pluxee shall, except in the case of obvious clerical error, be deemed to be accurate and the Affiliate shall be deemed to have approved them.

16.3 The Parties expressly agree that the place of performance of the rights and obligations arising from the Affiliation Contract and its consequences shall be the Grand Duchy of Luxembourg.

The contract is subject exclusively to Luxembourg law. All disputes arising from the Affiliation Contract and its consequences shall be subject to the exclusive jurisdiction of the courts of the judicial district of Luxembourg City.