

The Client is invited to read these General Terms and Conditions of Supply (Version: CG_BA_DAL_11/2025_v1) carefully before placing an order via the Activation Form or through the e. Shop website, as proceeding with an order implies full acceptance thereof. The Client is also encouraged to print a copy and/or save this document for future reference using a durable storage medium.

1



DEFINITIONS.

App: this is the Edenred application for mobile devices available on Play Store (Android) and App Store (iOS) designed to enable mobile operation of the Service; the Beneficiary can install the app on their device in order to access the associated functions.

Shopping Voucher: these are the multipurpose certificates of entitlement (pursuant to article 2002 of the Italian Civil Code), in paper or electronic format, called "Edenred Shopping Vouchers", issued in compliance with current regulatory requirements (see, for example, art. 6 of Italian Ministerial Decree of 25 March 2016), which entitle the Beneficiary to receive goods and/or services from the Network for a total value that is equivalent to the face value of, or the value associated to, the same Shopping Voucher. The definition of Shopping Voucher includes all the types of certificate of entitlement of this kind, which the Emitter may issue each time.

Client: is the purchaser of the Service (and does not fall within the definition of "Consumer" pursuant to and for the purposes of applicable legislation and, in particular, the Consumer Code), which makes the Contractual Offer, in the person of the designated representative and/or special attorney.

General Terms and Conditions of Supply or simply General Terms and Conditions: these are the general terms and conditions of supply of the "Edenred Shopping Voucher" Service in force at the time and these terms alone govern the purchase of the Service, solely in relation to the order placed. The General Terms and Conditions and the Activation Form together constitute the "Contract".

Contract: this is the Offer made by the Client to purchase the Service and accepted by ER, it consists of the Activation Form and the General Terms and Conditions together.

ER or the Emitter: this is Edenred Italia S.r.l. with its head office in Milan, Italy, at the address via G.B. Pirelli n.18, Tax Identification Code and Milan Business Register number 01014660417, VAT number 09429840151, Economic and Administrative Index number 1.254.788, share capital EUR 5 958 823, fully paid up, a company subject to management and coordination by EDENRED SE pursuant to article 2497bis of the Italian Civil Code (14-16 Boulevard Garibaldi, 92240 Issy-les-Moulineaux, France), in the person of the pro-tempore legal representative.

e. Shop: this is the website <https://acquista.edenred.it/edenredshopping/>, which the Client accesses to place orders for Shopping Vouchers, by filling in and accepting the Form and these General Terms and Conditions.

Confirmation Message(s): this is/these are the possible message(s) which ER may send to the Client by e-mail and they constitute acceptance of the Offer; the content may vary, based on how the Offer is submitted, they may contain, for example, the client code, a summary of the order, useful indications regarding payment, access credentials for the Edenred Portals.

Activation Form or simply Form: this is the document filled in and signed by the Client, with which the Client submits the Offer to purchase the Service. It may also refer to a previously negotiated financial offer. Once duly completed, this document constitutes an integral part of the Contract.

The **Network** and, in the single, the **Business Enterprise:** these are all the types of businesses which are affiliated with ER for the purpose of enabling the Service and which are in possession of all the necessary authorisations.

Edenred Portals: these are the websites which the Client can access and in doing so will, among other things, be able to place and manage its Shopping Voucher orders.

Services provided on Entitlement or Underlying Services: the supply of the goods, services or works delivered

by the Network, the value of which corresponds to the Entitlement Value.

Contractual Offer, or simply, **Offer**: this is the order placed by the Client by filling in and signing the Form, implying acceptance of the General Terms and Conditions, to be considered as a contractual offer addressed to ER for the purchase of the Service.

Representative and/or **Attorney**: this is the signatory to the Contractual Offer, who is in possession of the necessary powers pursuant to the applicable provisions of law and with the capacity to enter into legally binding commitments on behalf of the Client

Service: this is the supply of shopping vouchers organised by ER through the issuance of the Shopping Vouchers.

Website: this is ER's website www.edenred.it, which can be accessed to consult and take note of the General Terms and Conditions which are in force at the time.

Beneficiary and in the plural **Beneficiaries**: this is person to whom the Shopping Vouchers are assigned, as identified by the Client.

Entitlement Value: the full face value of the Shopping Voucher or the value associated to it.

2



SUBJECT MATTER.

The General Terms and Conditions govern the delivery of the Service to the Client by means of the issuance by ER of Shopping Vouchers which the Beneficiaries can use within the Network. As a consequence of acceptance of the Offer, which shall follow the procedure described in the terms and conditions set out in Article 3, ER shall organise the Service for the Client, within the limits of and according to the established contractual conditions.

3



FINALISATION OF THE CONTRACT.

The Contract for the purchase of the Service is finalised by sending the Client the Confirmation Message(s) and/or by processing the order, which will take place within the time frame specified in Article 6 (ii) or within different time frames as agreed; otherwise, the Offer shall be deemed for all purposes to have been declined. Contractual Offers that are incomplete and/or not duly filled in by the Client will not be accepted.

4



CONDIZIONI DI UTILIZZO DEL SERVIZIO.

4.1. On being assigned Shopping Vouchers, the Beneficiaries become entitled, in accordance with the provisions of Articles 1411 et seq. of the Italian Civil Code, to receive the Underlying Services from the Network when they present and hand over the Shopping Vouchers (if paper format) or on using the associated code, or via App (if electronic).

4.2. A Shopping Voucher:

- grants the right to receive the Services Provided on Entitlement within the limits of the Entitlement Value, exclusively under the conditions established in the Contract and in applicable legislation in force at the time;

- no change is due if the total value of the Service Provided on Entitlement is lower than the Entitlement Value of the individual Shopping Voucher;
- it cannot be monetised, transferred to third parties nor traded; it grants the right to receive goods and/or services that are not inferior, in terms of quality and quantity, to those normally provided to the general public, according to the general price list in force;
- it is issued in the name of the Beneficiary and therefore cannot be used by anyone other than the Beneficiary, nor can it be used by the Client before being assigned to the Beneficiary;
- it cannot be supplemented with monetary payment, see also art. 6 of the Italian Ministerial Decree of 25/03/2016;
- it grants the Client the right to be released from any liability should a Business Enterprise bring any claim against the Client or the Beneficiaries, up to the limit of the value of the Underlying Services which give origin to the use of the Shopping Voucher;
- it must be used by the Beneficiaries within the time limit indicated on the Shopping Voucher or associated with it (expiry date);
- it entitles the Beneficiaries to make use of the Services to which they are Entitled, which are delivered for personal and/or family use and not in the context of a business activity, art or profession, consequently the Beneficiaries do not accrue any right to deduct VAT neither can deductibility be calculated for direct tax purposes.

5



RIGHTS AND OBLIGATIONS OF THE CLIENT.

5.1. The Client is obliged to: (i) honour each order placed; (ii) pay the established amount for the Shopping Vouchers ordered and the relevant service charges, in accordance with the terms and in the way set out in article 13; (iii) inform the Beneficiaries of the conditions of use of the Service as set out in article 4.2; (iv) carry out the checks as established in article 8; (v) in the event that Shopping Vouchers are ordered in paper format with delivery to a third party, inform the third party regarding both the content of the order and the expected delivery date, so that the obligations referred to in article 8 can also be complied with in this case; (vi) accept the data resulting from the checks carried out and the counting of the Shopping Vouchers sent for replacement, as carried out by Edenred, directly and/or by authorised parties, expressly waiving as of now any claim against Edenred in relation to the aforementioned activities and the findings thereof.

5.2. The Client shall have the right to: (i) order the necessary Shopping Vouchers, according to its needs, specifying the type, quantity, unit value, place/address for delivery and any other useful indications for the purpose of delivery; (ii) request in writing the replacement of any Shopping Vouchers within 30 (thirty) days of delivery (in the case of paper Shopping Vouchers) and of activation (in the case of electronic Shopping Vouchers) as specified in article 6.2; (iii) request in writing the replacement of any Shopping Vouchers within 30 (thirty) days of their expiry date as specified in article 6.2.

6



RIGHTS AND OBLIGATIONS OF ER.

6.1. ER is obliged to: (i) guarantee and organise, for the Beneficiaries, the provision of the Services Provided on Entitlement by the Business Enterprises; (ii) deliver to the Client the quantity of Shopping Vouchers ordered. Delivery is indicatively expected to take place within 9 (nine) working days from correct receipt of payment unless different terms are established between the parties. The Client hereby waives the right to raise any objection should the established delivery date not be respected, provided that the delay does not exceed (2) two working days, without prejudice to ER's commitment, even after sending any Confirmation Message(s) and receiving the relevant payment, to report this delay promptly together with the new terms of delivery; (iii) issue: a debit note, not subject to VAT, possibly subject to stamp duty, to be paid by the Client according to applicable Law; an invoice subject to VAT for service charges and any additional expenses, as envisaged in Article 13; (iv) make the accounting documents indicated in point (iii) available in different ways: e-mail/by sending hard copies/through Edenred Portals.

6.2. ER may (i) replace Shopping Vouchers in the circumstances referred to in Article 5.2, the basis of the check/count carried out by ER directly and/or through its appointed agents (for the paper format), if a written request to this effect is received from the Client. A request for replacement, in the case of paper format Shopping Vouchers, shall be accompanied by the same vouchers to which the request refers, and must reach ER no later than 30 (thirty) days - failing which it will be void - from the date (a) of delivery and activation of the Shopping Vouchers; (b) of expiry of the single Shopping Vouchers that have not been used (written on the front of the Shopping Voucher or associated to it). ER shall issue a credit note of the same value as these Shopping Vouchers, which can only be replaced after the credit document has been issued and subject to the Client placing a new order for Shopping Vouchers. ER will not replace paper format Shopping Vouchers which are damaged, stained, or not intact, and in any case, requests which are not formulated in the way and within the time limits established in this article will not be processed. In no event may the Client request a cash refund for unused and/or non-replaceable Shopping Vouchers.

7



AUTHORISATION OF SUBCONTRACTORS.

The Client is hereby informed that ER, which will bear all related costs, may avail itself of third-party suppliers with which it has an ongoing business relationship in order to perform the Service.

8



CHECKING THE SHOPPING VOUCHERS SUPPLIED.

8.1. When the package containing the paper Shopping Vouchers ordered has been received, the Client is obliged to inspect its contents carefully, using qualified staff, in order to check that nothing has been tampered with and verify conformity between the order and what is received.

8.2. Any discrepancies, also in the case of Electronic Shopping Vouchers, must be reported promptly by the Client, and in any case no later than 48 hours after receipt of the package or after the Electronic Shopping Vouchers are made available, by contacting the phone number 02.82843707 (ER Customer Service). The Client is also required to keep a package which has been tampered with for as long as is necessary for ER to carry out the necessary checks.

8.3. Fulfilment of the obligations set out in this Article is also necessary in cases where orders are to be delivered to a third party at the request of the Client.

9



DURATION OF THE CONTRACT. TERMINATION.

9.1. This Contract shall be effective from the moment it is finalised, and its duration shall be limited to the order that is placed.

9.2. Without prejudice to its right to full compensation for any damages suffered, ER reserves the right to terminate this Contract, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, with immediate effect by registered letter with a return receipt or certified e-mail in the event of: breach by the Client of the conditions of use of the Service pursuant to Art.4.2; breach of the obligation envisaged in Art. 5.1 (ii) to make payments in accordance with the terms and conditions detailed in article 13; in the event that the Client commits one or more administrative offence(s) pursuant to Italian Legislative Decree 231/01, established in a final court ruling.

10



LIABILITY.

ER is released from any obligation towards the Client from the moment in which the Shopping Vouchers are made available and delivered. Under no circumstances shall ER be considered liable for any facts relating to or for the conduct of the Network, including compliance with regulations governing trade, and health and hygiene rules concerning their business activity.

The products sold and/or services provided by the Business Enterprise upon acceptance of the Shopping Vouchers are sold/delivered by the Business Enterprise in question; the Business Enterprise is therefore the only party liable, towards the Beneficiary, for the products sold and/or the services provided and for the provision of the inherent guarantees, including legal guarantees concerning non-compliance pursuant to articles 129, 130 and 132 of the Italian Consumer Code. In any event, ER shall not be liable for: (i) any failure on the part of the Business Enterprise to perform, or non-compliance of, the goods or services due to the Beneficiary following the finalisation of the agreement to supply of goods/services against acceptance of Shopping Vouchers; (ii) damages

that, in any way, the Beneficiary claims to have suffered as a result of the failure on the part of the Business Enterprise to carry out, or non-compliance of, the supply of goods/services agreed with the Business Enterprise against acceptance of the Shopping Vouchers; situations in for which the Business Enterprise guarantees and holds the issuer, ER, harmless in relation to third parties.

11



TRACEABILITY OF FINANCIAL FLOWS.

If applicable, and insofar as it is within their competence, ER and the Client undertake to observe the obligations concerning the traceability of financial flows and guarantee full compliance with Italian Law n. 136/2010, as amended, modified by Italian Law n. 217/2010, as amended, otherwise this contract shall be void.

12



PERSONAL DATA PROCESSING, ARTIFICIAL INTELLIGENCE AND INFORMATION SECURITY.

12.1. ER, as Data Controller, will process the personal data of the legal representative, or any authorised parties included in this agreement, for the purpose of finalising the contract. Communicating these data is mandatory, if these data are missing it will not be possible to enter into the contract. Data pertaining to other data subjects that are collected during the performance of the Contract (e.g., related to administrative or commercial accounts) will be processed by ER on the basis of its legitimate interest to manage administrative and commercial activities correctly. All data will be stored for 10 (ten) years from the end of the contract in order to comply with specific legal obligations. Data subjects may exercise their rights under Regulation (EU) 2016/679, Articles 15 et seq., by writing directly to the Data Controller, Edenred Italia S.r.l., at the address Via G.B. Pirelli 18, 20124, Milan, Italy, or using the email address dpo.italia@edenred.com. It is always possible to lodge a complaint with the supervisory authority (the Italian data protection authority called the "Garante"). The full, updated policy is published on the website www.edenred.it, in the section «Area Legale e Privacy», subsection «Informativa Beneficiari».

12.2. The personal data of beneficiaries of the Shopping Vouchers will be processed by ER in the role of independent Data Controller. The relative policy is published on the website www.edenred.it, in the section «Area Legale e Privacy», subsection «Informativa Beneficiari».

12.3. In the framework of its business activities, ER may use artificial intelligence (AI) technologies to improve the efficiency of the services it offers, while ensuring full compliance with the fundamental rights and freedoms of data subjects pursuant to Regulation (EU) 2024/1689 and Italian Law n. 132 of 23 September 2025. Any AI systems that may be used by ER operate on secure cloud infrastructures provided by Microsoft Azure, in technically separate environments, and do not result in the training of the relative Large Language Models. The personal data processed using these tools are not used by the technology providers to improve or further develop these models. The AI functions employed are solely for internal support purposes or to optimise the quality of the service provided (e.g., sorting requests for support or analysing text of reports), and do not produce any legal effects or automated decisions within the meaning of Article 22 of Regulation (EU) 2016/679. ER guarantees that the use of AI is always supervised by qualified human personnel and that appropriate technical and organisational measures are implemented to prevent discrimination, errors or unauthorised access. Additional information can be requested, and all relative rights can be exercised by writing to the email address dpo.italia@edenred.com.

12.4. ER guarantees the protection of personal data and the security of the information processed during the provision of its services in terms of availability, integrity, and confidentiality by implementing and maintaining an information security management system and a privacy information management system. By signing this Contract, the Client is acknowledging that the documentation relating to "ISO/IEC 27001-27701-27017-27018 Certification" and the description of the technical and organisational security measures implemented for the services provided are available on the website www.edenred.it in subsection «Premi e certificazioni» of the section «Chi siamo».

13



ECONOMIC CONDITIONS, PAYMENT TERMS AND METHODS.

13.1. Le tipologie di BA oggetto di fornitura, le condizioni economiche, i termini e le modalità di pagamento sono indicate nel Modulo d'attivazione, di cui costituisce parte integrante l'eventuale offerta economica. La nota debito per la fornitura dei BA ordinati e la fattura per commissioni connesse al Servizio e costi accessori saranno emesse all'atto della validazione dell'ordine o, successivamente, al pagamento. Il pagamento delle note debito e delle fatture di cui al presente articolo potrà avvenire anche tramite compensazione finanziaria con le note credito emesse da ER ai sensi dell'art. 6.

13.2. In caso di ritardato pagamento rispetto ai termini concordati saranno dovuti, con decorrenza automatica dal giorno successivo alla scadenza, gli interessi di mora nella misura di cui all'art. 5 del D. Lgs. 9 ottobre 2002, n. 231.

13.3. Qualora ER debba iscriversi a piattaforme e/o albi fornitore gestiti direttamente dal Cliente o da terzi, per suo conto (ai fini di, a titolo esemplificativo, conferma ordini, caricamento documenti contabili etc), e tale iscrizione comporti costi non preventivati (canoni di iscrizione, fee su volumi caricati etc), ER si riserva sin d'ora la facoltà di riaddebitare tali costi al Cliente.

14



ORGANISATIONAL MODEL PURSUANT TO ITALIAN LEGISLATIVE DECREE 231/01 AND ISO 37001:2016 ANTI-BRIBERY MANAGEMENT SYSTEM.

14.1. The Client declares full awareness of the legislation in force relative to the administrative liability of legal entities for offences deriving from crimes committed, with specific reference to the provisions of Italian Legislative Decree 231/2001 (hereinafter the "Decree"). Pursuant to this Decree, ER has an Organisational, Management and Control Model and a Code of Ethics, that can be accessed in the section «Area legale e privacy», the relative subsection of the website www.edenred.it, which the Client declares it is aware of and that it shall ensure compliance therewith, as the principles of these documents must be considered an integral part of this Contract

14.2. ER has also implemented an Anti-Bribery Management System in accordance with ISO 37001:2016, relative to which there is a company «Policy for the prevention of bribery», which can be viewed in the section of the website www.edenred.it «Chi siamo» subsection «Premi e certificazioni», and the Client declares it is aware of this document and that it shall ensure compliance therewith.

14.3. In the event that the Client commits one or more administrative offence(s) pursuant to Italian Legislative Decree 231/01, established in a final court ruling, ER may terminate the contractual relationship, by means of a notification to be sent by registered letter with return receipt or by certified e-mail, as set out in Art. 9.2.

15



AMENDMENTS. FINAL PROVISIONS.

15.1. ER reserves the right to make changes to the Website as well as to these General Terms and Conditions of Supply at any time, in order to offer new products and/or services or to comply with legal or regulatory provisions; the new General Terms and Conditions of Supply shall be effective from the moment they are published on the Website. The General Terms and Conditions applicable to the relationship with the Client shall be those in force at the time the Offer is made.

15.2. The Parties mutually acknowledge that this Contract cancels and replaces any other agreement that may have previously been in place between the same Parties regarding the same subject matter. The clauses of this Contract shall prevail, as they are the specific conditions the Service, over any contracts, addenda or general conditions prepared by the Client and signed by the Parties, even after this Contract has been signed.

15.3. Any matters not explicitly stipulated in the Contract and in any annexes that may be referred to herein shall be governed by the provisions of the Italian Civil Code and the clauses required by law, incorporated automatically into the Contract pursuant to Art. 1339 of the Italian Civil Code.

15.4. Should any provision of these General Terms and Conditions and any annexes referred to herein be deemed invalid, null and void, or for any reason unenforceable, this shall not affect the validity and enforceability of the other provisions.

15.5. The Contract is subject to registration only if used, pursuant to art. 1 letter A of the Tariff, Part II, annexed to the Italian Presidential Decree 131/86.

16



GOVERNING LAW AND JURISDICTION.

16.1. This Contract is governed by the laws of Italy.

16.2. The Parties shall cooperate in good faith to resolve any dispute arising out of the interpretation, performance or termination and/or claims for damages arising out of this Contract by means of conciliation and without formalities, by activating an escalation procedure addressed to senior management. It is expected that any such attempt at conciliation shall be concluded within 15 (fifteen) working days from the start of discussions between the Parties, compatibly with the level of complexity of the dispute that has arisen. If an agreement is not reached, and without prejudice to the applicability of any legal provisions that envisage the activation of mandatory mediation or assisted negotiation procedures, the Parties may refer the matter to the Court having jurisdiction, which shall be the Court of Milan that shall have exclusive jurisdiction, and this cannot be modified in the event of consolidation of actions, with the consequent exclusion of any other alternative Court.