

## General Terms and Conditions of Sale

### Meal vouchers - Companies

Swile is a company dedicated to the lives of employees in companies. As such, it issues in particular meal vouchers on smart cards under the trademark "Swile", which can be used as a physical medium as well as online, on a mobile phone or any other digital medium. From its personal account, the employer has access to the platform for ordering Cards and Meal Vouchers for its employees or those of similar status, accessible at [www.swile.co](http://www.swile.co).

Swile means the simplified joint-stock company [*société par actions simplifiée*] with capital of €61,233.30, whose registered office is located at @7center, Immeuble L'Altis, Bâtiment A, 561 rue Georges Méliès – 34000 Montpellier. It is registered on Montpellier Trade and Companies Register under number 824 012 173.

#### Article 1 – Definitions

The terms defined below, with or without a capital letter, in the singular or plural, have the following definition (unless the context requires otherwise):

**Affiliate(s)** means restaurant owners and fruit and vegetable retailers or other similar persons and organisations within the meaning of the French Labour Code, benefiting from an approval issued by the National Commission of Meal Vouchers and authorised by Swile to accept Meal Vouchers;

**Application(s)** means the Site and Swile applications developed and published by Swile on iOS and Android accessible to the Customer and Beneficiaries according to their profile;

**Beneficiary(ies)** means the employees, or those of similar status, of the Customer, benefiting from the Services;

**Card(s)** means the Swile smart card made available to the Beneficiaries;

**Customer(s)** means the legal entity employing the Beneficiary and having entered into an agreement with Swile allowing access to the Services.

**Order(s)** means orders for Meal Vouchers and Cards placed online by the Customer, from its Account on the dedicated Platform;

**Account** means the Customer's personal account held for the purpose of placing Orders on the Platform;

**Special Terms and Conditions** means any document supplementing or clarifying these General Terms and Conditions of Sale and in particular the pricing terms and any exemption conditions;

**Agreement** means these General Terms and Conditions of Sale and their appendices as well as the associated Special Terms and Conditions which supplement and clarify them, signed between the Customer and Swile;

**Customer Data/Data** means all information communicated to Swile, including personal data;

**Confidential Information** means any element, document, information, of any nature and form whatsoever relating to the activity of a Party, including the Services, and/or the Agreement, directly or indirectly;

**Delivery** means the physical handover of the Cards to the postal address stated by the Customer on its Account and confirmed for each order.

**Platform** means the ordering platform for Cards and Meal Vouchers developed by Swile and accessible from the Account;

**Site** means the Swile website accessible at the following address: [www.swile.co](http://www.swile.co);

**Balance** means the amount of Meal Vouchers available on the Beneficiary's personal space;

**Unconsumed Meal Vouchers** means Meal Vouchers not consumed before the last day of February following their calendar year of issue;

**Meal Vouchers** means Meal Vouchers issued by Swile;

**Outdated Meal Voucher(s)** means Unconsumed Meal Vouchers, the exchange of which has not been requested either by the Beneficiary or by the Customer, or which fall outside of the time limits.

## Article 1 - Purpose

1.1 The general terms and conditions of sale of Meal Vouchers (hereinafter the "GTCS") are intended to define the terms and conditions of:

- ordering Cards and reloading them with Meal Vouchers, on the Platform via the Customer's Account;
- producing and delivering the Cards;
- providing a personal space for each Beneficiary, its use, by digital medium, including access to the various functionalities on the Applications.

The Agreement is concluded between Swile and the Customer (the "Party(ies)").

It is comprised in order of priority of:

- any Special Terms;
- the General Terms and Conditions of sale in force on the Order date and the appendices hereto, including Appendix 1 "Data Protection Appendix", it being specified that in the event of a contradiction between the Terms of Sale and said Appendix 1, the latter shall prevail;
- purchase orders generated online;
- the general terms and conditions of use (the "GTCU") in force on the date of use of the Platform.

Swile reserves the right to amend the Agreement at any time, including the GTCS and their Appendix 1 on data protection, and the GTCU, by publishing them on the Customer's Account, accessible online at any time and made available to the Customer on request. Any Order placed by the Customer, after the publication of the amended GTCS and/or the GTCU, implies acceptance of the amended GTCS and/or the GTCU. Failing which, the Customer has the option to terminate the Agreement, in accordance with the terms and conditions defined in Article 6 of the GTCS.

## 1.2 Independence of Services and Contractual Architecture

Swile provides a wide range of services to its customers; therefore, each contract concluded between Swile and the Customer operates independently, so that when the contract relates to Meal Vouchers, it shall only apply to the latter, and likewise for gift vouchers and sustainable mobility packages.

This Agreement replaces and supersedes any other prior, contemporaneous or subsequent agreement concluded between the Parties provided it relates to the meal voucher services. It applies to all supplies of Meal Vouchers, Cards and access to the Account on the Platform. It also prevails over any other Customer document, including the **general terms and conditions of purchase**, which it expressly acknowledges and accepts.

## 1.3 Application of the Meal Voucher regulations

Meal Vouchers are co-financed by the Customer and the Beneficiaries. As such, the Customer is responsible for the recovery of the amount of the Meal Vouchers financed by the Beneficiaries.

The Meal Vouchers allow the Beneficiary, holder of Cards and a personal space, to pay all or part of their meal included in their working day, under the conditions defined below and in accordance with the laws and regulations in force.

Meal Vouchers can only be spent at Affiliates in Metropolitan France and the French Overseas Departments and Regions.

## Article 2 – Placing and Confirmation of Orders

### 2.1 Placing Orders

The Customer shall place the Orders under its sole responsibility. The Orders must be made by the Customer in accordance with the Agreement and applicable legislative and regulatory provisions.

After confirmation, the Customer may no longer cancel the Order, whether or not payment has been made.

The Customer undertakes to complete the required information relating to the Beneficiaries accurately and in full, in particular so that Swile is able to meet its contractual, legal and/or regulatory obligations. Failing which, Swile may refuse any Order placed by the Customer.

## 2.2 Acceptance and confirmation of the Order by Swile

The Order is confirmed within 3 working days by Swile. On confirmation, Swile shall send an email to the Customer at the address entered by the latter with the order summary and the details of the amounts owed to Swile, accompanied by a corresponding purchase order/invoice.

## 2.3 Suspension of the Order

Swile reserves the right at any time, without being held liable, to suspend any Order being processed in the event of:

- breach of this Agreement;
- arrears of payments, for all or part of the sums due by the Customer, until the actual receipt of the payment;
- fraud or suspicion of fraud, allowing Swile sufficient time to conduct a preliminary investigation to determine whether the suspicion of fraud is substantiated.

## Article 3 – Services provided by Swile

### 3.1. Access to a dedicated Account for the Customer and a personal space for Beneficiaries

Swile undertakes to provide the Customer and Beneficiaries with access to a personal space on the Platform.

3.1.1 The Account allows the Customer in particular to manage information relating to its company, place Orders, manage the list of Beneficiaries and access all billing information.

3.1.2 Personal spaces, accessible online on the Applications, allow each Beneficiary (i) to consult their Balance and their transaction history, (ii) update their personal information, (iii) manage their means of payment and (iv) order additional Cards.

### 3.2. Issuance of the Meal Vouchers and credit on the Beneficiaries' Cards

3.2.1 At the end of each Order, and subject to having obtained payment by the Customer, Swile credits each of the Cards with the number of Meal Vouchers ordered by the Customer, on the date desired by the latter.

3.2.2 The Meal Vouchers are valid during the calendar year in which they were credited to the Beneficiaries and may be used until the last day of February of the following year, in accordance with the regulations in force.

3.2.3 The release value of each Restaurant Voucher is fixed by the Customer, in accordance with the applicable laws and regulations. The Customer may freely modify the amount of the release value of the Meal Vouchers before each Order.

### 3.3. Supply of Cards

#### 3.3.1 Delivery of Cards

Swile provides Cards to Beneficiaries at the Customer's request in accordance with the Orders placed by the latter. For information purposes, the Cards are usually delivered within seven (7) working days in metropolitan France and within ten (10) to fifteen (15) days in the French Overseas Departments and Regions, following receipt of full payment for the Order. The same deadlines are applicable in the event of renewal or replacement of Cards.

The Cards are delivered to a place of business of the Customer's choice as long as they are validly based there, or directly to each Beneficiary's home, in accordance with the latter's instructions. They are delivered inactive.

As soon as the Cards are delivered to the Customer or the Beneficiaries' homes, the Beneficiaries shall become liable therefore. .

The Customer is liable in the event of damage or deterioration of the Cards, unless they provide proof, by any means, that the damage or deterioration occurred before or during the Delivery.

In the event of non-delivery of the Cards, the Customer may certify on their honour that they have not received the Cards ordered, then Swile shall deliver new Cards. However, if Swile provides proof, by any means, that delivery has actually taken place, the Customer must bear the costs of the new Cards in accordance with the Special Terms and Conditions.

Any re-manufacturing and re-dispatch of the Cards due to incorrect information disclosed by the Customer on their Account shall be carried out at their own expense.

### 3.3.2 Terms of Use of the Cards by the Beneficiaries

The Card is a smart card protected by a confidential code, with contactless payment functionality, allowing the Beneficiaries to use the Meal Vouchers by debiting their Meal Voucher balance. The Balance is credited by Swile on completion of each Order on the date requested by the Customer. The Card is personal and remains the property of the issuer.

Beneficiaries can retrieve their confidential code online on their personal space, after following the Card activation procedure.

Beneficiaries can consult their confidential code at any time on their personal space. Beneficiaries and the Customer are invited to securely keep their confidential code as well as their Application connection identifiers.

The Card must be used by the Beneficiary in accordance with the legal provisions applicable with regard to meal vouchers.

The Card states: Beneficiary's last name and first name, Card number, expiry date and visual cryptogram.

### 3.3.3 Card Replacement and Cancellation

Requests for replacement of Cards are made by the Customer and/or the Beneficiary. Swile invoices the replacement of the Cards under the conditions of Article 5.

- The Beneficiary may, from their personal space:
- temporarily suspend their Card for any reason and reactivate it at any time;

- in the event of loss, theft or fraudulent use, definitively cancel their Card.

Any manufacturing and shipping of the Card after definitive cancellation or replacement of a Card shall be invoiced to the Customer as a Card replacement under the conditions of Article 5.

The Customer acknowledges and agrees that the Beneficiary shall remain liable for the consequences of fraudulent use of their Card before cancellation, including all transactions carried out during this period.

### 3.4 Transaction Blocking

Swile may, *ipso jure*, without prior formal notice and without entitlement to compensation, suspend or block use of the Cards and loading operations in the event of suspicion of fraud and/or illegal use and in all cases of Breach of the provisions of the Agreement by the Beneficiary, for the time required to carry out an investigation to establish whether or not the fraud is proven.

Swile undertakes to promptly carry out these due diligence checks so as not to hinder the proper use of the Meal Vouchers by the Beneficiary in the event that the fraud is not proven.

### 3.5. Redemption and exchange of Meal Vouchers

3.5.1 In the event of the departure of the Beneficiary and in accordance with the applicable legal provisions, the Customer may request Swile to reimburse the Unconsumed Meal Vouchers on the date of departure of a Beneficiary. In this context, the Customer may also request Swile to permanently block the Meal Vouchers on the Card of the Beneficiary having left its workforce. In accordance with the regulatory provisions, the Customer is required to reimburse the Beneficiary for the employee share of the Meal Vouchers.

3.5.2 In accordance with the applicable legal provisions, the Beneficiaries may request the exchange of their Unconsumed Meal Vouchers before the last day of February following their calendar year of issue, for valid Meal Vouchers of the current calendar year.

The amount invoiced by Swile for the exchange of the Unconsumed Meal Vouchers is indicated in Article 5 of the GTCS.

Unconsumed Meal Vouchers, the exchange of which has not been requested either by the Beneficiary or by the Customer, or which fall outside the time limits, become outdated.

3.5.3 Swile pays the amount of the value of the Outdated Meal Vouchers to the works councils, or failing that, to the Customers directly, for allocation to the budget of social and cultural activities, under the conditions provided for by the applicable regulations.

### *3.5. Additional Functionalities*

Swile may be required to offer Beneficiaries additional features on top of use of the Meal Vouchers, at its sole discretion, such as the possibility of personalising their Cards. Swile shall inform the Customers in due time regarding the implementation of such features, where applicable, it being specified that their acceptance and use shall then become the Beneficiaries' liability.

## **Article 4 – Obligations of the Customer**

4.1 In accordance with the provisions of Article R 3262-22 of the French Labour Code, the Customer undertakes to pay without delay any Order made from its Account, corresponding to the total value of the Meal Vouchers, in the amounts of the management and manufacturing costs of the Cards, if applicable.

4.2 The Customer agrees to keep the information entered on its Account up-to-date. The Customer shall notify Swile of any change likely to have an impact on the performance of the Agreement, in particular in the event of changes in its legal situation, its corporate officers and/or the signatories authorised to bind the Customer.

The Customer sends under its sole responsibility the mandatory data relating to the Beneficiaries that it declares to Swile, in particular the surnames, first names, date of birth and any other data that Swile may make mandatory due to its legal or regulatory obligations or necessary for the performance of its services. In this respect, the Customer

undertakes to provide accurate information, and to keep the data relating to the Beneficiaries up-to-date. Swile's processing of this data is described in Appendix 1 "Appendix on Data Protection".

4.3 The Customer shall remain solely responsible for the proper application in respect of the Customer of the legal and regulatory provisions applicable to meal vouchers, in particular of all tax and social security obligations enabling the Customer to benefit from exemptions on the Meal Vouchers ordered. .

4.4 The Customer undertakes to provide a sufficient level of information to the Beneficiaries to enable them to use the Meal Vouchers in accordance with the legislation in force.

## **Article 5 - Prices and Invoicing**

### *5.1 Pricing*

The prices applicable to Orders placed by the Customer are indicated in the Special Terms and Conditions.

In the absence of Special Terms and Conditions, the costs of manufacturing the Cards, charging the Meal Vouchers and refunding or subscribing to additional offers are indicated to the Customer with each Order.

If no agreement is reached on an Agreement, the Customer may terminate the Agreement in accordance with the provisions of Article 6 of these GTCS. The confirmation of the Order by the Customer automatically and unreservedly entails acceptance of the pricing charged by Swile.

Each purchase order or invoice details the amount of Meal Vouchers and Cards ordered as well as the amount of recharging costs. The Customer must forward to Swile, by any means, any complaint relating to the invoice within thirty (30) days after the issue date of the invoice in question.

### *5.2 Payment Terms*

The confirmation of an Order entails the triggering of a direct debit if a direct debit authorisation has been given by the Customer; failing which, the Customer shall be liable for the amount of the Order, which they may pay by bank transfer. It is expressly agreed that the Customer, who

instructed Swile to debit the amounts due, agrees that the debit shall be made within less than fourteen (14) days from the day of the Order. The Customer agrees that the debit authorisation is valid for the debits corresponding to the renewal of the Cards as described in Article 3.3.3.

Swile reserves the right to propose the means of payment of its choice and may reject any means of payment, in particular cheques and cash.

Orders are payable without delay in accordance with the provisions of Article R. 3262-22 of the French Labour Code in euros, cash and without discount, in accordance with the legal obligations in force.

In the event of late payment, the Customer may be charged a late payment penalty of an amount equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, calculated on the total amounts due, plus a fixed debt recovery fee amounting to forty (40) euros, in accordance with the provisions of Article L.441-10 of the French Commercial Code. If the recovery fees exceed the fixed amount of forty (40) euros, Swile reserves the right to request the additional amount from the Customer on presentation of supporting documents. The late payment penalty is calculated per day of late payment from the due date until the effective payment date.

In the absence of all or part of the payment, Swile reserves the right to cancel the unpaid Order and/or to suspend any delivery of Cards and charging of Meal Vouchers without prior notice and without incurring any liability.

### 5.3 Invoicing

The Customer agrees to be invoiced in paperless format. Invoices can be consulted at any time on the Customer's Account and can be sent by email upon request.

### 5.4 Retention of title

Swile reserves ownership of the charging of Meal Vouchers until payment in full of all sums owed by the Customer, including the costs of monthly management, manufacturing and reissue of Cards.

In the event of non-payment of all or part of the sums due by the Customer, Swile reserves the right to claim ownership of the Meal Vouchers charged on the Beneficiaries' Cards, without prior formal notice.

## Article 6 – Term of the Agreement

6.1 The Agreement is concluded for an indefinite term and may be terminated at any time by either Party, for any reason whatsoever, by any written means, subject to giving three (3) months' notice.

As an exception to the foregoing, Swile has the right to terminate the Agreement *ipso jure* and without entitlement to compensation:

- at any time in the event of the Customer's non-performance of its obligations stipulated in the Agreement, including payment of Orders placed by the latter;
- at any time for legislative, regulatory, disciplinary and/or judicial reasons preventing the peaceful continuation of commercial relations between the Parties (e.g. anti-money laundering and countering the financing of terrorism; national, European and/or international financial sanctions; established fraud; etc.)
- no later than twenty-four (24) months after the Customer's last Order.

6.2 As of the effective termination of the Agreement, the Accounts shall be permanently deactivated preventing any new Order(s) and implementing the procedure for archiving the Accounts.

The Customer remains liable for the sums due under Article 5.

In the event of termination of the Agreement, the Beneficiaries may continue to use their Meal Vouchers until the end of their validity period. For the purposes of the Beneficiary's access to its current Meal Vouchers and its Account, the Customer agrees that the provisions of the Agreement relating to the Special Terms and Conditions, reissue of Cards, exchange of Meal Vouchers, access to the Account and the Beneficiary's personal space, as well as those relating to the GTCU, shall continue until the expiry of the validity of the Beneficiary's Meal Vouchers.

By way of exception and at the express request of the Customer, the Customer may request that the Beneficiaries leaving the company hand over to the employer, at the time

of their departure, the Meal Vouchers in their possession. Upon receipt of this express request, Swile agrees to reimburse the Customer for the value of the Meal Vouchers not used on this date by the Beneficiaries.

Swile shall not be held liable towards the Beneficiaries for the consequences of the termination of the Agreement by the Customer and the terms agreed relating to termination and reimbursement of Meal Vouchers.

#### **Article 7 - Liability**

7.1 Swile is only bound by an obligation to use its best endeavours towards the Customer in respect of all its obligations under this Agreement.

Swile shall only be liable for certain, immediate, direct and foreseeable damages, provided that a fault is proven and that such fault caused the damage.

Swile shall not be held liable in the event of:

- loss and/or theft, fraudulent use of the Cards, before the Beneficiary's request to Swile to cancel them. No refund, exchange or compensation is due in these cases;
- indirect damage (loss of profit, operating loss, etc.);
- closure or bankruptcy of an Affiliate.

7.2 In any event, and notwithstanding any provision to the contrary, Swile's liability under the Agreement shall not exceed the amount of the last Order placed by the Customer.

7.3 In the event of resolution of the Contract, the present liability clause shall remain applicable.

#### **Article 8 – Agreement in relation to Proof**

All computer records made and kept by Swile, at the time of the Orders or any other actions carried out by the Customer and/or the Beneficiaries for the purposes hereof, including in particular electronic transactions relating to the Cards, their use or the use of the associated Accounts on the Platform or the Beneficiaries' personal spaces, shall be solely valid between the Parties, unless proof to the contrary is provided by the Customer.

#### **Article 9 - Personal Data**

9.1 Each Party to the Agreement warrants to the other Party that it complies with the legal and regulatory obligations incumbent on it based on its role in the protection of personal data.

9.2 The methods of processing personal data in connection with the provision of the Services, and the respective obligations of the Parties, are defined in the Agreement on Personal Data Protection in Appendix 1 hereof.

9.3 The Customer and its employees are informed that they benefit from the rights of access, rectification, erasure, portability, and objection to the processing of their personal data, which they may also request to be limited, in accordance with Articles 48 *et seq.* of the Data Protection Act 78-17 of 6 January 1978, as amended, and Articles 15 *et seq.* of (EU) Regulation 2016/679 of the European Parliament and of the Council. They also have the right to define instructions on what will happen to their data after their death. These rights may be exercised, in accordance with the law, by simple request sent by email to [dpo@swile.co](mailto:dpo@swile.co) or by letter sent by post to the address of Swile's registered office, proving its identity and, where applicable, a legitimate reason.

#### **Article 10 - Intellectual Property**

10.1 Each Party shall remain the sole owner of the intellectual or industrial property rights over the trademarks, logos and any distinctive signs that it uses in the course of its business. For the sole purpose of performing the Agreement, the Customer authorises Swile to reproduce its brands and logos. The said authorisation will end at the end of the Agreement, for any reason whatsoever.

10.2 The Parties expressly agree that their trade names, logos and trademarks shall be quoted as a business reference, in accordance with their respective graphic charter.

### Article 11 - Assignment

Swile may freely assign, contribute or transfer in any form whatsoever any and all of its rights and obligations under the Agreement, to any third party of its choice.

### Article 12 - Confidentiality

The Parties agree to treat and keep strictly confidential all or part of the Confidential Information of any nature, regardless of the medium, which has been communicated to it or generated in connection with the Agreement, including the terms and conditions of the Agreement, or of which it became aware in connection with the performance of the Agreement, and in particular to keep it and treat it with the same concern for protection and precaution that it affords to its own Confidential Information, and in any case, not less than reasonable .

The Parties shall refrain from disclosing, copying and reproducing, directly or indirectly, all or part of the Confidential Information to an unauthorised third party.

The Recipient Party acknowledges that any disclosure would prejudice the interests of the Disclosing Party and incur its liability, except for information that:

- was already in the public domain at the time of disclosure thereof to the Recipient Party, and/or;
- was known by the Recipient Party prior to disclosure thereof, and/or;
- had fallen into the public domain after disclosure thereof to the Recipient Party, without the latter's breach of this Agreement, and/or;
- has been transmitted to the Recipient Party by a third party entitled to dispose thereof.

The confidentiality obligation set out in this article remains valid for a period of three (3) years following expiry of this Agreement.

### Article 13 - Severability and No Waiver

If any provision of the Agreement is cancelled in full or in part, the validity of the remaining provisions of the Agreement shall not be affected.

Swile undertakes, if possible, to replace this cancelled provision by a valid provision corresponding to the spirit and purpose of the Agreement. If either Party fails to demand application of any provision of the Agreement or tolerance of non-performance thereof, this shall not be considered a waiver of such Party's rights under the Agreement.

The fact that a Party tolerates any act, abstention or omission by the other Party that does not comply with the contractual provisions shall not confer any right whatsoever on the Party that benefits from such tolerance.

### Article 14 – Governing Law and Jurisdiction

This Agreement is governed by French law.

Prior to any litigation, the Parties shall attempt to amicably resolve their dispute arising from the Agreement in good faith. The Parties must meet to compare their views and make any useful findings to enable them to find a solution to the dispute between them. In the event of a dispute, the parties shall endeavour to reach an amicable agreement within thirty (30) days of notification by one of them of the need for an amicable agreement, by registered letter with acknowledgement of receipt.

If no amicable agreement is reached, the Parties agree to submit their dispute to the courts in the jurisdiction of Paris Court of Appeal.

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## Appendix 1: APPENDIX REFERRING TO THE PROTECTION OF PERSONAL DATA

### Article 1. Definitions

The Parties give to the terms used in this appendix the meanings found in the Data Protection Law, such as, and not limited to, "Personal Data", "Processing", "Controller", "Processor", "Recipient", "Supervisory Authority" etc.

### Article 2. Applicable legislation

Each Party undertakes to comply with the applicable regulation on the protection of Personal Data (hereinafter referred to as the "Data Protection Law"), in particular:

- the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 (hereinafter referred to as "GDPR");
- the French law on Information Technology and Civil Liberties ("Informatique et Libertés") No. 78-17 of January 6, 1978, as amended;
- any legislation that may come into force and may affect the Processing activities referred to in this appendix;
- any good practice guide published by the Supervisory Authorities or the European Data Protection Board.

### Article 3. Swile's and Client's roles

Within the scope of the Agreement, both the Client and Swile process Personal Data according to different roles depending on the Processing, as detailed in the "Data Processing Description" section.

In this regard:

- Swile acts as independent Controller for the Processing activities listed in item B of the said section;
- the Client acts as Controller and Swile as a Processor for the Processing activities listed in item C.

### Article 4. Swile's obligations as Processor

When acting as a Processor, Swile undertakes to:

- process Personal Data in accordance with the Client's Instructions, as defined in item C of the "Data Processing Description" section and, as the case may be, with any Instructions it may be provided with at a later date. Should Swile believe that a given Instruction constitutes a violation of

the Data Protection Law, it shall notify the Client as soon as possible.

- ensure the confidentiality of the Personal Data processed within the scope of the Agreement; in this regard, Swile undertakes to ensure that its collaborators who are likely to process Personal Data are made aware of the Data Protection Law;
- implement, with regard to its products and services, the "privacy by design" principle;
- document, as far as possible, all the procedures that have been implemented for the protection of Personal Data;
- change and/or delete Personal Data in accordance with any written Instructions, within the limits of retentions carried out to comply with its own legal obligations;
- inform the Client, within a maximum period of eight (8) days, when it receives a request for rights from a Beneficiary with regards to the activities carried out by Swile as a Processor, and not to process such request without the prior written instructions of the Client. If necessary, Swile shall provide the Client with all the information deemed necessary for the appropriate processing of the request;
- help the Client to comply with the obligations set forth in articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information made available to Swile;
- keep records of any processing activities, in accordance with article 30 of the GDPR.

It is hereby specified that the Client, when acting as Controller, is the sole responsible for the information and/or, as the case may be, for the consent of the Beneficiaries in relation to the implementation of the Processing operations for the execution of the services that constitute the main object of the Agreement.

### Article 5. Cooperation and assistance

Each Party undertakes to:

- appoint a preferred interlocutor in charge of representing it to the other Party. This preferred interlocutor shall have the experience, competence, authority and the means necessary for carrying out its mission;
- adhere to and actively participate in a logic of cooperation in order to ensure compliance with the Data Protection Law.

Each Party also undertakes not to make any statement or public announcement regarding this appendix to third parties, including a Supervisory Authority, without having first consulted the other Party in relation to the content of such statement or public announcement, it being nonetheless specified that each Party shall have freedom to communicate said appendix to a Supervisory Authority if necessary.

## Article 6. Security

### 6.1 Each Party undertakes to:

- ensure that appropriate technical and organizational measures have been implemented against the accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to the Personal Data held or processed by such Party;
- ensure that the authorized Recipients comply with the same security obligations as those provided for in this appendix;
- keep its records regarding security breaches involving Personal Data Breaches up to date.

Each Party undertakes to inform the other Party of any security incident that may likely have an impact on the other Party's information systems.

**6.2 Personal Data Breach.** In the event of a Personal Data Breach affecting the Processing activities carried out by Swile as Processor, Swile shall inform the Client as soon as possible, and at the latest within seventy-two (72) hours after being aware of it, in order to gather as much information as possible on the Personal Data Breach. This notification shall include all the elements provided for in article 33 of the GDPR, in particular:

- a description of the nature of the Personal Data Breach, including, where possible, the categories and approximate number of data subjects concerned by the Breach and the categories and approximate number of Personal Data records concerned;
- the name and contact details of the data protection officer and/or other contact person from whom additional information may be obtained;
- a description of the likely consequences of the Personal Data Breach; and
- a description of measures taken or proposed to be taken by Swile to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Swile shall use its best efforts to provide the Client with the most complete information possible regarding these elements. If this is not possible, the information shall be communicated to the Client in phases.

When Swile acts as Processor, where applicable, the Client shall be responsible for notifying the Personal Data Breach to the Data Subjects when it is likely that such breach generates a high risk for their rights and freedoms. At the Client's request, such notification may be carried out by Swile after written validation of the content of such notification by the Client.

The Parties undertake to keep each other informed of the progress of the notification process concerning the Personal Data Breach to the Supervisory Authority and, if applicable, of the notification to the Data Subjects.

## Article 7. Subprocessing

**7.1** Within the scope of the Processing activities carried out by Swile as Processor, the Client gives Swile a general authorization to entrust Subprocessors.

The list of Subprocessors as of the date the Agreement is signed is in item D of the "Data Processing Description" section.

In case of addition or replacement of a Subprocessor, Swile shall first inform the Client in writing, which shall have a period of ten (10) days starting from the date of receipt of this information to present its objections, which, if any, shall be based on factual and objective arguments. In the absence of objection from the Client within this period of time, the subprocessing shall be deemed validated by the Client. In case of a well-founded objection by the Client, Swile shall use its best efforts so that said Subprocessor does not process Personal Data.

### 7.2 Swile warrants the Client that it:

- enters into an agreement related to the protection of Personal Data with the Subprocessor before it processes Personal Data, and that this agreement includes binding obligations similar to those found in this appendix with regards to compliance with the Data Protection Law;
- ensures that each Subprocessor provides sufficient guarantees and complies with obligations, especially with regards to confidentiality and security, which are equivalent to those found in this appendix;

- takes due steps to ensure the reliability of Subprocessors.

In any case, any subprocessing related to the Processing activities carried out by Swile as Processor does not exempt Swile from its responsibilities and obligations towards the Client under the terms of this appendix.

#### **Article 8. Transfer of Personal Data outside the European Economic Area**

The Client hereby consents to the transfer of Personal Data outside the European Economic Area to the Subprocessors and to the locations mentioned in item D of the “Data Processing Description” section for the strict execution of the services by Swile when acting as Processor.

Such transfer may only take place if at least one of the following conditions is met:

- the third-party country is a country which, according to the European Commission, has an appropriate level of protection of Personal Data; or
- Swile meets one of the following conditions:
  - Swile enters into or obtains an agreement regarding data transfer using the Standard Contractual Clauses models adopted by the European Commission and Swile ensures the existence and the application of technical and organizational measures that guarantee a sufficient level of protection and confidentiality, in compliance with regulations;
  - The transfers carried out fall within the exception regime found in article 49 of the GDPR, under and for the performance of the Agreement.

#### **Article 9. Audit and surveillance**

**9.1** The Client may request from Swile documents to audit to ensure the appropriate level of compliance of the Processing activities executed by Swile as Processor.

**9.2** Should the elements provided for in the documents are not deemed sufficient, the Client may request, within the limit of once every twelve (12) months and at its exclusive cost, an audit to be carried out on site in order to assess Swile’s compliance with the Data Protection Law regarding the Processing operations carried out by Swile as Processor. When applicable, the Client shall inform Swile, in writing and subject to compliance with a minimum notice period of thirty (30) days, except in case of a Personal Data Breach, in which case such period may be reduced to eight (8) days of its intention to carry out an audit, specifying the exact scope

of the planned audit. The audit may only be carried out by an external auditor chosen by both Parties for its expertise, independence and impartiality, such auditor being subject to a professional secrecy and/or a non-disclosure agreement.

The audit shall be carried out during the opening hours of Swile's offices, shall refer only to data related to Client and shall not, as far as possible, interfere with Swile’s regular activities.

Swile undertakes to allow the selected auditors to access its sites, facilities, documents and information deemed necessary to assess its good level of compliance, fully cooperating with such auditors for an optimal performance of their mission.

Any audit lasting longer than three (3) days may be subject to additional billing by Swile, according to the estimate previously validated by the Client.

A copy of the preliminary audit report shall be provided to Swile so that it may add any comments, if necessary. The final report shall be sent to both Swile and the Client.

Should any non-compliance be identified, the Parties shall jointly devise a plan to remedy it, within reasonable and proportionate deadlines according to the non-compliance detected.

**9.3.** In case of an inspection carried out by a competent Supervisory Authority in relation to the Client, Swile undertakes to assist it with regard to the Processing activities carried out as Processor.

#### **Article 10. Ownership of Personal Data**

**10.1** The Parties hereby agree that all personal data directly provided by the Client to Swile as part of the implementation of this Agreement shall remain the full property of the Client.

**10.2** Swile shall retain the ownership of the statistical data relating to the use of the Platform by the Client, such data being used for the purpose of improving Swile's services. Swile undertakes to anonymize such statistical data soon as possible.

#### **Article 11. Fate of Personal Data**

Upon the end of the Agreement, regardless of the reason, Swile undertakes, according to the Client's choice, to destroy the Personal Data used within the scope of the Processing operations carried out as Processor whenever possible, or when relevant, to return it to the Client and to keep all existing copies solely on archived databases for evidentiary purposes for the applicable legal limitation

periods and/or to meet its legal obligations, unless European Union or French law requires the retention of certain Personal Data.

**DESCRIPTION OF THE DATA PROCESSING**

**A. Processing Governance**

|                                      |  |
|--------------------------------------|--|
| <b>Swile Data Protection Officer</b> | Prescillia Seroussi<br>Head of Legal - Data/IP/IT/Business<br><a href="mailto:dpo@swile.co">dpo@swile.co</a> |
|--------------------------------------|--|

**B. Data Processing performed by Swile as autonomous Controller**

|                                    |  |
|------------------------------------|--|
| <b>Categories of Data Subjects</b> | Beneficiaries  |
| <b>Categories of Personal Data</b> | Identification data  |
|                                    | Professional data  |
|                                    | Economic and financial data  |
|                                    | Connection and navigation data   |
| <b>Personal data processing</b>    | Activation and management of the Beneficiary's meal voucher account                      |
|                                    | Carrying out debit/credit transactions relating to the use of the Card                   |
|                                    | Managing Card cancellation requests  |
|                                    | Suspending or blocking use of the Card and associated transactions in the event of fraud |
|                                    | Management of donations of Meal Vouchers to associations by the Beneficiaries            |
|                                    | Producing statistics on the use of the Platform and the Application                      |
|                                    | Support and management of Beneficiary requests   |
|                                    | Storing cookies and other tracking devices on the Beneficiaries' terminal                |

**C. Description of Data Processing carried out by Swile as Processor**

|                                    |                     |
|------------------------------------|---------------------|
| <b>Categories of Data Subjects</b> | Beneficiaries       |
| <b>Categories of Personal</b>      | Identification data |

|   |   |
|---|---|
| <b>Data</b>                                       | Professional data   |
| <b>Nature of the personal data processing</b>     | <p>Collection<br/>Registration<br/>Organisation<br/>Conservation<br/>Extraction<br/>Consultation<br/>Use<br/>Communication<br/>Deletion</p>   |
| <b>Personal data processing</b>                   | <p>Configuration of the Customer's business environment, including :</p> <ul style="list-style-type: none"> <li>● The management of the list of Beneficiaries</li> <li>● Support in setting the parameters on accounts</li> </ul>   |
|   | Management of the request for the issuance of Meal Vouchers   |
|   | Management of meal voucher reimbursement operations at the request of the Client, in the event that a Beneficiary leaves the company  |
|   | Managing requests to exercise Beneficiaries' rights for subcontracted processing operations   |
| <b>Data retention</b>                             | <p>Duration of the Agreement + applicable limitation period</p> <p>Data relating to managing requests to exercise rights shall be kept for the entire period necessary for the processing of the request. They are subsequently archived for the criminal limitation period applicable to intermediate archiving.</p>   |
| <b>Transfers of Personal Data outside the EEA</b> | Possibility of transfers outside the EEA to the United States by our subprocessors, governed by standard contractual clauses.   |
| <b>Swile Security Policy</b>                      | <p>The Personal Data processed by Swile is protected by security measures adapted to the more or less sensitive nature of the Personal Data processed, even if Swile does not process any "sensitive data " within the meaning of French and European regulations.</p> <p>The following technical and organizational measures protect all Personal Data processed by Swile and prevent it from being distorted, damaged or accessed by unauthorized third parties :</p> <ul style="list-style-type: none"> <li>● implementation of an Information Systems Security Policy (ISSP),</li> <li>● an IT charter,</li> <li>● an authorisation matrix,</li> <li>● protection of online forms (on the website, the mobile application, etc.),</li> <li>● use of encryption methods for transmitted information,</li> <li>● networks protected by firewall,</li> <li>● access restricted by authorisation,</li> <li>● backup infrastructure,</li> <li>● use of passwords and reporting tools,</li> <li>● etc.</li> </ul> |

With regard to more sensitive Data, such as Data relating to Beneficiaries' Cards, such Data is processed in accordance with PCI/DSS standards by all our partners and/or processors that must have access to it.

Swile verifies that the partners and/or processors are effectively up-to-date with their obligations in this area by requiring commitments from them, as well as by checking the audits carried out by the approved bodies. Beneficiaries and customer account managers have access to their personal space by entering a password for which they are solely liable, and the strength of which must comply with the requirements of the regulations.

## D. Authorised recipients for Processing carried out by Swile as a Processor

### 1. Data Sub-Processor

| Name of the Data Processor | Categories of processing carried out | Location of the processing operations | Possibility of transfers outside the European Economic Area | Appropriate guarantee                       |
|----------------------------|--------------------------------------|---------------------------------------|---|---|
| Amazon Web Services        | Hosting                              | European Economic Area                | No  | N/A   |
| MailChimp                  | Emailing                             | United States                         | Yes: United States  | Standard contractual clauses of 4 June 2021 |
| Braze                      | Emailing                             | European Economic Area                | Yes: United States  | Standard contractual clauses of 4 June 2021 |

### 2. Other data recipient

Depending on the settings made by Swile, personal data will be processed by one or other of the following payment service providers:

| Name of the recipient  | Categories of processing carried out              | Location of the processing operations | Transfers outside the EU |
|--|---|---------------------------------------|--------------------------|
| <b>Payment Service Provider (PSP) :</b> <ul style="list-style-type: none"> <li>● Treezor</li> <li>● Swile Payment</li> </ul> | Regulation Activities of Payment Service Provider | European Economic Area                | No                       |