

Terms and Conditions
Alleo B.V. and Alleo Platform Transactions B.V.
Version: 3 September 2024

These Terms and Conditions consist of the following parts:

Chapter 1 – General conditions (applicable in all cases)

Chapter 2 – Specific conditions for the services of Alleo

Chapter 3 – Specific conditions for the services of Alleo Platform Transactions

Chapter 1 – General conditions

1. Introduction

1. Alleo provides the Platform; a platform for flexible secondary employment benefits where Clients can offer certain advantages, extras, and information to their Employees and can offer flexible salary components (hereinafter: "Benefits"). Flexible salary components include flexible vacation pay, buying and selling vacation days, and flexible pension.
2. Alleo Platform Transactions is the party that handles the financial settlement of the purchase of Benefits. The purchase of Benefits is carried out by Client on behalf of its Employees. Orders placed via the Platform result in Alleo Platform Transactions procuring the relevant goods and services from the Partner in its own name, on order and for the account of Client, which is then charged to the Budget made available by Client. Alleo Platform Transactions ensures the financial settlement by paying the amount due for the Benefits to the Partner.
3. The Agreement consists of two separate agreements for the aforementioned services; one between Client and Alleo and one between Client and Alleo Platform Transactions. Both Alleo and Alleo Platform Transactions are independent contracting parties which are not liable for the actions of the other. Among other things, this separation ensures that prepaid Budgets are managed by Alleo Platform Transactions and thus are separated from the business activities of Alleo.

2. Definitions

1. The capitalized terms used in these General Terms and Conditions, shall have the following meanings:
 - a. **Agreement:** the agreement between Client and Alleo or Alleo Platform Transactions for the provision of the respective Services, consisting of the order form (the benefits-as-a-service agreement) including attachments, these General Terms and Conditions, and a data processing agreement;
 - b. **Alleo:** Alleo B.V., with a registered office address at Omval 300, 1096 HP Amsterdam, registered with the Chamber of Commerce under number 81844646;
 - c. **Alleo Platform Transactions:** Alleo Platform Transactions B.V., with a registered office address at Omval 300, 1096 HP Amsterdam, registered with the Chamber of Commerce under number 88734692;
 - d. **Benefit(s):** the secondary employment benefits that can be purchased and managed by Employees via the Platform, such as (discount codes for) goods and services from Partners and flexible salary components;
 - e. **Benefit Services:** the services provided by Alleo Platform Transactions, consisting of managing Client's prepaid amounts for Budgets and purchasing and making available Benefits on behalf of Client, as described in article 1.2;
 - f. **Budget:** the amount made available by Client within the Platform (to its Employees) corresponding to an amount prepaid by Client to Alleo Platform Transactions (including in the form of a deposit if applicable) which amount can be used for the purchase of Benefits by Employees;
 - g. **Business Day(s):** calendar days between 09:00 and 17:00 CET, excluding Saturdays, Sundays, and public holidays in the Netherlands;
 - h. **Client:** the Party (employer) with which Alleo or Alleo Platform Transactions has entered into an Agreement;

- i. **Confidential Information:** all information disclosed by one Party to the other, whether in writing or orally, that is marked as confidential or that should reasonably be considered confidential by its nature or under the circumstances of its disclosure. Confidential Information includes all relevant documentation (in any form) pertaining to the business activities of the disclosing Party. In the case of Supplier, this includes all data related to and provided through or via the Platform;
- j. **Delivery Agreement:** each individual agreement concluded through the Platform for the delivery of a Benefit by Partner, which delivery is carried out through Alleo Platform Transactions, which acts in its own name but on behalf and for the account of the Client.
- k. **Employee:** a persons employed by or otherwise working for Client which has access to the Platform in that capacity.
- l. **Initial Term:** the initial term of the Agreement as set out in the order form or, if no term is specified therein, as stated in 4 of these Terms and Conditions;
- m. **Partner:** a third party offering services/products that Employees can purchase as Benefits via the Platform;
- n. **Party / Parties:** Alleo, Alleo Platform Transactions, and/or Client, depending on the context in which the definition is used;
- o. **Platform:** the employee benefits-as-a-service platform provided by Alleo, accessible via a mobile application and/or website, where Employees can obtain Benefits;
- p. **Platform Fee:** the fee due by Client to Alleo for the use of the Platform for the agreed number of Employees;
- q. **Platform Services:** the services provided by Alleo, consisting of making available the Platform as described in article 1.1;
- r. **Renewal Term:** as defined in article 4.2;
- s. **Services:** the Benefit Services and the Platform Services jointly;
- t. **Supplier:** Alleo or Alleo Platform Transactions, depending on the context; Alleo is the provider of the Platform Services, and Alleo Platform Transactions is the provider of the Benefit Services;
- u. **Terms and Conditions:** these general terms and conditions used by both Alleo and Alleo Platform Transactions.

3. Applicability

1. These Terms and Conditions apply to all Agreements to which Supplier is a party and to any future legal relationship between Supplier and Client.
2. Any general (purchase) conditions of Client and/or any third parties do not apply to the Agreement.
3. If any provision of the Terms and Conditions and/or Agreement is found to be null and void, invalid, or otherwise unenforceable, such provision shall be replaced by a valid provision that corresponds with the intent and purpose of the original provision. All other provisions shall remain in full force and effect.
4. In the event of a conflict between the provisions of these Terms and Conditions and the other parts of the Agreement, the following order of precedence shall apply:
 - a. the order form (the Benefits-as-a-service agreement);
 - b. the Terms and Conditions; and
 - c. the data processing agreement.
5. Supplier reserves the right to amend or supplement these Terms and Conditions. Amendments will also apply to Agreements already concluded after a term of 30 days have lapsed from the date of notification of the change to Client. If Client does not accept an amendment to the Terms and Conditions, it is entitled to terminate the Agreement as of the date the new Terms and Conditions take effect, unless the Parties agree that the old version of the Terms and Conditions will continue to apply to Client's Agreement.

4. Conclusion and term of the Agreement

1. The Agreement is concluded at the moment it is signed by both Parties or at the moment Supplier commences provision of the Services, whichever happens earlier.

All offers and quotations of Supplier are non-binding unless expressly stated otherwise in writing in the offer.

2. Unless otherwise agreed in the order form, the Agreement is entered into for an Initial Term of twelve (12) months. After the Initial Term expires, the Agreement is automatically renewed for successive periods of one (1) year ("Renewal Term"). The Agreement can be terminated by either Party at the end of the Initial Term or a Renewal Term with a notice period of one (1) month prior to the expiration of the Initial Term or the applicable Renewal Term. Termination must be in writing. Without prejudice to any termination right that a Party may have under article 11, termination during the term of the Agreement is not permitted.

5. Fees

1. All fees in the Agreement, offers, and/or quotations from Supplier are in Euros (€) and are exclusive of value-added tax (VAT).
2. The periodic Platform Fee due by Client is dependent on the number of Employees authorized to use the Platform, as specified in the Agreement. On the effective date of the Agreement, Alleo invoices the Platform Fee corresponding to the number of Employees authorized to use the Platform at that time. If, during the term of the Agreement, the included amount of allowed Employees is exceeded, Alleo invoices the Platform fee for the next segment of Employees at the end of the calendar month in which the included amount is exceeded. This additional invoice covers the remaining portion of the then-current contract year (calculated on a pro rata basis). In accordance with this approach, Alleo invoices Client the Platform Fee for additional segments of Employees as soon as the maximum number of Employees within the previous segment is exceeded.
3. Once the number of included Employees of a given segment is exceeded, the next segment of Employees and the corresponding Platform Fee automatically apply for the entire remaining term of the Agreement. Reduction of the amount of included Employees during the term of the Agreement is subject to Supplier's written approval.
4. Supplier is entitled to unilaterally decide, at its own discretion, to apply a discount to the fees due by the Client. Client cannot derive any rights from discounts applied by Supplier. Unless explicitly agreed otherwise in the Agreement, discounts will expire after a period of 12 months.
5. The fees of available Benefits for the purchase of goods or services from Partners are listed on the Platform and are largely determined by the Partners themselves. Supplier is entitled at any time to adjust the fees of available Benefits. Purchased Benefits cannot be converted back to Budget.
6. Client is responsible for timely deactivating the accounts of Employees. To be able to timely terminate ongoing Benefits (e.g. subscriptions) procured by an Employee from Partners and to prevent Employees that are no longer eligible to acquire new Benefits, Client must remove Employees' accounts from the Platform at least one month before the date they are no longer entitled to Benefits ("Deactivate"). Costs incurred by Alleo Platform Transactions as a result of late Deactivations (such as the continuation of a subscription) will be borne by Client and will be deducted from the Budget (or billed separately if no Budget is available). Client can Deactivate Employees through the customer portal of the Platform (if no integration with Client's HR or payroll platform is in place).
7. With regard to the amount of the Budget and the (compensation for) Services provided by Supplier, the data from Supplier's administration is regarded as conclusive evidence, without prejudice to Client's right to provide counter-evidence.
8. At the beginning of each Renewal Term, the Platform Fee is subject to automatic price increase at a rate determined by Alleo. If the increase in the Platform Fee for a Renewal Term exceeds 5%, Alleo will inform Client of the adjusted price at least 40 days (which is 10 days in addition to the one-month notice period referred to in article 4.2) before the start of that Renewal Term.

6. Invoicing and payment terms

1. The Platform Fee is invoiced annually in advance by Alleo, taking into account any additional Platform Fee that might become due during a contract year for the next segment of Employees, as set forth in article 5.2.
2. To enable Employees to procure Benefits from Partners, Client must have a Budget available. Client can obtain a Budget by notifying Alleo Platform Transactions of the desired amount of the Budget to be made available. Alleo Platform Transactions will invoice Client for the value of the requested Budget in the following calendar month. The Benefits purchased by Employees will be deducted from the available Budget from the moment a Budget is created. The value of the Budget is a claim of Client on Alleo Platform Transactions, which decreases as the Budget is used for purchasing Benefits. At the end of each calendar month, Alleo Platform Transactions will invoice the Benefits purchased from Partners in the previous calendar month (in which invoice the value of the Benefits purchased are set-off against the prepaid Budget). Once no Budget is available, the provisions in section 3 apply.
3. If (i) no Budget is available, and (ii) the Parties have agreed that Employees can acquire Benefits even without a Budget being available, Client will pay monthly in arrears for the value of the Benefits purchased from Partners. This invoicing will take place by issuing a consolidated invoice to Client within five Business Days from the end of the month in which the purchase took place. The value of the Benefits purchased in the preceding month will be included as a separate item on the consolidated invoice issued to Client for the supply of goods and services pursuant to Article 3, sixth paragraph, or Article 4, fourth paragraph of the Turnover Taxes Act 1968.
4. Client is responsible for setting a limit on the amount Employees can spend on Benefits, if desired.
5. A refund of unused Budget to Client by Alleo Platform Transactions will only occur on the following occasions:
 - a. upon termination of this Agreement for any reason;
 - b. upon expiry of the Budget allocated to a specific Employee due to (i) the Deactivation of the respective Employee or (ii) the Employee exceeding a maximum spending limit set by Client (in this case, the expired Budget will be credited against the next invoice(s) of Supplier).
6. The following payment terms apply Supplier's invoices:
 - a. Invoices issued by Alleo have a payment term of 30 days from the invoice date;
 - b. Invoices issued by Alleo Platform Transactions have a payment term of 14 days.
7. Supplier is entitled to require advance payment from Client for Services to be performed, even during the term of the Agreement. If Client does not (timely) comply with a request for advance payment, Supplier is entitled to suspend its provision of Services. Client cannot enforce rights to request performance of the Agreement for as long as the advance payment requested by Supplier has not been made.
8. If Client fails to fulfill a payment obligation or does not fulfill it on time, Supplier, without any notice of default being required, is entitled to:
 - a. suspend the execution of (the portion of) the Agreement in respect of which Client is in default (including restricting access to the Platform or deactivating certain functionalities, including the possibility to procure Benefits);
 - b. collect statutory commercial interest (as referred to in Article 6:119a BW and Article 6:120 paragraph 2 BW). The interest is applied automatically on the outstanding amount from the moment Client is in default of payment until Client has fully paid the outstanding amount (including any interest, if applicable);
 - c. reimbursement of all judicial and extrajudicial costs, which extrajudicial costs are deemed to consist 15% of the amount that Client has not paid on time.
9. Any dispute of an invoice or the amount charged by Supplier must be made known by Client in writing or by e-mail no later than 14 calendar days after the invoice date. After this period, Client is deemed to have agreed to the amount stated on the invoice. In case Client timely disputes (a part of) an invoice, the Parties will consult without delay about (the disputed part of) the relevant invoice. Disputing a part of an invoice does not suspend Client's payment obligation for the undisputed part of the

same invoice.

7. Intellectual Property Rights

1. All (information contained in) offers, quotations, designs, models, images, photos, drawings, materials in relation to the Platform, and all related intellectual or industrial property rights are exclusively owned by Supplier and/or its licensor(s). Client is not permitted to reproduce, or distribute the materials protected by Supplier's intellectual property rights without Supplier's consent, except as expressly permitted by the Agreement.
2. Supplier is allowed to take technical measures to protect and ensure the rights referred to in article 1. Client is not permitted to circumvent, remove, and/or breach these technical (security) measures. Client is also not authorized to (have someone) remove, modify, and (have someone) delete the software, websites, databases, equipment, or materials provided by Supplier.
3. Supplier indemnifies Client against claims of a third party which alleges that any material provided by Supplier to Client (including in particular the Platform) infringes such third-party intellectual property right. In the event of such a claim, Client shall promptly notify Supplier in writing and provide all necessary cooperation and information for the defense against or settlement of such claims. Supplier shall have sole control over the defense and/or settlement of any such claim, and Client shall not make any admissions or settle any claim without the prior written consent of Supplier.

8. Force Majeure

1. Force majeure in the case of Supplier refers to all circumstances – whether foreseeable or not – beyond Supplier's reasonable control which prevent the correct performance of the Agreement. Such circumstances include, but are not limited to: strikes; disruptions in the supply of energy and water; fire; import, export, and production bans; government measures; transport restrictions; pandemics; a failure of Supplier's suppliers to comply with their obligations; power outages; war; flooding; terrorism; failure of the internet, data network, or telecommunications facilities.
2. Neither Party is liable for any damages resulting from force majeure.
3. If a Party affected by a force majeure event, any non-performance as a result shall not be regarded as an attributable breach of the Agreement on Supplier's part.
4. If a force majeure situation lasts longer than sixty days, each of the Parties has the right to terminate (in Dutch: "opzeggen") the Agreement in writing.

9. Confidentiality

1. The Party receiving Confidential Information shall not disclose it, except to (i) third parties authorized in writing by the disclosing Party; or (ii) its officers, employees or contractors who need to know such Confidential Information in connection with the Agreement, provided that the receiving Party ensures that such third parties will comply with the obligations set forth in this article.
2. Parties shall not use Confidential Information for purposes other than fulfilling their obligations under the Agreement or complying with a statutory obligation.
3. Both Parties shall take all necessary or appropriate steps to protect Confidential Information against unauthorized disclosure or use and shall immediately notify the disclosing Party of any unauthorized disclosure or use of Confidential Information by a third party. Each Party shall take all measures that the disclosing Party reasonably requests to prevent further unauthorized use or disclosure of Confidential Information that the disclosing Party intends to share.
4. The obligations set forth in this article do not apply insofar as Confidential Information:
 - a. becomes generally available to the public through no fault of the receiving Party;
 - b. must be disclosed pursuant to applicable laws, rules, regulations, or a court order. Prior to disclosure, the receiving Party shall in such case inform the

disclosing Party of the intended disclosure and which Confidential Information is disclosed and to what extent, and shall cooperate with the disclosing Party to obtain a protective order or measure with the purpose of limiting or preventing the disclosure.

5. The confidentiality obligations set forth in this article apply during the term of the Agreement and for a term of five years following termination of the Agreement.

10. Liability

1. The liability of Supplier for any attributable failure in the performance of the Agreement, an unlawful act or otherwise, is limited to compensation of Client's direct damages incurred as a result. The total, aggregated liability of Supplier per calendar year is limited to the total amount actually paid by Client to Supplier under the Agreement in that calendar year (i.e., Alleo's liability is limited to the Platform Fee paid in that calendar year, and Alleo Platform Transaction's liability is limited to the amount paid for the Benefit Services in that calendar year). If, for any reason the aforementioned limitation of liability cannot be applied, Supplier's total liability under this Agreement shall not exceed the amount paid out under Supplier's insurance covering such claims, with a maximum of €100,000.
2. "Direct damages" as referred to in the previous paragraph means exclusively:
 - a. property damages;
 - b. reasonable expenses incurred by Client to have Supplier's performance comply with the Agreement (however, these damages will not be compensated if the Agreement is terminated by Client as a result of Supplier's breach (in Dutch: 'ontbonden'));
 - c. reasonable expenses incurred by Client to determine the cause and extent of the direct damages;
 - d. reasonable expenses incurred to prevent or mitigate direct damages.
3. Supplier is not liable for any damage other than direct damages as described above, including consequential damage arising from or in connection with the Agreement, including, without limitation, damage to and/or loss of data, loss of profit, loss of revenue, loss of anticipated savings, and other similar financial losses such as loss of goodwill or reputation or any incidental, indirect damage, or punitive or exemplary damages of any kind, regardless of whether Client has informed Supplier of such possible damages, compensation, or loss.
4. Supplier is not liable or responsible for the (accuracy of the) information, data, and other content provided by Client or third parties included on the Platform, for results and/or decisions based on such information, or for any damages incurred by Client as a result.
5. The limitations set forth in the preceding paragraphs of this article do not apply if and to the extent that Client's damages are the result of gross negligence or intent on the part of Supplier or its directors.
6. Supplier's liability for damages resulting from an attributable failure in the performance of the Agreement arises only if Client promptly and properly notifies Supplier in writing of the breach and the damages incurred. In this notification, Client must provide a reasonable period for Supplier to remedy the failure (provided that the failure can be remedied), and Supplier can only be held liable for the damages if Supplier continues to breach its obligations after such reasonable period. The notice of default must contain as detailed a description as possible of the breach to enable Supplier to respond adequately.
7. Client's right to claim compensation of damages under this Agreement expires by operation of law if Client fails to inform Supplier of the existence of the damages as well as the cause thereof within one (1) year from occurrence of the event(s) that caused the damages.

11. Termination

1. Each Party is entitled to terminate the Agreement, in whole or in part, with immediate effect by giving written notice to the other Party (by registered letter and email):
 - a. if the other Party attributably and materially breaches any obligation of the

Agreement and is in default in respect of the breach (in Dutch: “in verzuim”). A default shall only occur after the breaching Party has failed to remedy its breach after having been notified of the breach in writing, and having been granted a period of at least 30 days to remedy the breach. A notice of default is not required if the failure can no longer be remedied; or

- b. if (i) an administrator, receiver, or similar officer is appointed over all or part of the assets or business of the other Party; (ii) the other Party makes an arrangement in favor of its creditors or another arrangement of similar significance; or (iii) the other Party goes into liquidation or is declared bankrupt.
2. In the event of termination of the Agreement for any reason:
 - a. all licenses and other rights granted to a Party hereunder are terminated; and
 - b. all Confidential Information in a Party's possession shall be returned to the disclosing Party or, if so requested by the disclosing Party, permanently deleted; and
 - c. rights or remedies that arose before the date of termination are not affected by such termination.
3. If the Agreement is terminated or dissolved (in Dutch: “ontbonden”), the performances already rendered by Supplier up to that moment and the related payment obligation of Client shall not be subject to undoing. Amounts invoiced by Supplier before the termination or dissolution shall remain due without reduction and will become immediately payable at the moment of termination or dissolution.

12. Use of Client's logo

1. Client grants to Supplier the right to use Client's company name, logo, and/or trademark for the promotion and marketing of its Services, as well as within the Platform for the provision of its Services, all in accordance with the reasonable guidelines provided by Client for the use of its company name, logo, and/or trademark.

13. Miscellaneous

1. Supplier is entitled to assign its rights and/or obligations under this Agreement or the Agreement as a whole to a third party without prior consent from Client.
2. These Terms and Conditions, all Agreements to which they apply, and all disputes or claims arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law.
3. Any disputes that cannot be resolved amicably shall be submitted to the competent Dutch court in the district where Supplier is established.

Chapter 2 - Specific conditions for the services of Alleo

14. Use of the Platform

1. Alleo grants to Client a non-exclusive, non-sublicensable, and non-transferable right to use the Platform within its organization by (or on behalf of) its Employees during the term of the Agreement. Client may use the Platform for internal business purposes and not for external commercial purposes such as distribution or sublicensing.
2. Each Employee receives a unique account within the Platform. During the term of the Agreement, Client can create additional accounts for new Employees. All Employees must accept and comply with the Alleo Terms & Conditions, and Client is responsible for this acceptance and compliance. Any violation of the Alleo Terms & Conditions by an Employee is considered a violation by Client itself. The current version of the terms can be found at <https://www.alleo.nl/static/user-terms-conditions>.
3. Client is responsible for timely removal of accounts for Employees who no longer need access to the Platform (particularly if they are no longer employed by Client).
4. After the conclusion of the Agreement, Client is entitled to use the Services specified in the Agreement. Unless expressly agreed otherwise in writing, Supplier provides its Services on a best-efforts basis. This means, among other things, that the Platform is provided "as-is"; the Platform includes only the functionalities and other features as found by Client (and the Employees authorized by Client) at the time of use. Alleo

endeavors to resolve any defects in the Platform in accordance with the service levels set out in Article 15.

5. Alleo may provide new or modified versions of the Platform or the underlying software/infrastructure during the term of the Agreement. Alleo is not obliged to maintain, modify, or add specific features or functionalities of the Platform. Alleo may temporarily take the Platform out of service, in whole or in part, for preventive, corrective, or adaptive maintenance or other forms of service. Alleo will ensure that the downtime is no longer than necessary and will, if possible, timely inform Client beforehand and schedule the maintenance at times when the Platform is generally used the least.
6. All intellectual property rights related to products, services, and other content displayed on the Platform belong to Alleo and/or its licensors (e.g., Partners). Logos, images, and other content of manufacturers, suppliers, and other parties displayed on the Platform are solely intended to provide Employees with information about the relevant products and services.
7. If Alleo provides a customized version to Client and its Employees, the Parties will determine in mutual consultation which Partners will be included in Client's version of the Platform.

15. Service level and acceptable use

1. After the conclusion of the Agreement, Employees gain access to the Platform by creating an account. Once the Platform is used by one Employee, it is deemed accepted by Client. Employees are responsible for keeping their login credentials confidential. As soon as the Employee or Client knows or has reason to suspect that login credentials have fallen into the hands of unauthorized persons, Client will promptly inform Alleo of this, without prejudice to its own obligation to take immediate effective measures, such as changing the login credentials.
2. The service levels related to the Platform and the Services under this Agreement are as follows:
 - a. Telephone support: during Business Days (only for Clients, not for Employees);
 - b. Email and chat support: during Business Days; Emails received outside Business Days will be processed, but no action is taken until the next business day.
3. Alleo endeavor to achieve an availability of the Platform of 99.9% of the total available time in a calendar month, measured on Business Days and excluding scheduled maintenance. The time that the Platform is unavailable or inaccessible (i) due to maintenance announced at least 3 days in advance or (ii) as a result of force majeure, does not count as 'downtime' when calculating availability.
4. Alleo will respond to incidents submitted by Client regarding the Platform within the following timeframes:
 - a. 0 to 8 hours (during Business Days) for incidents classified by Alleo as high priority. This includes cases where:
 - the Platform is completely non-functional; or
 - there is a problem that has a critical impact on the operation of the Platform and requires immediate attention to prevent or resolve serious disruptions; or
 - incidents related to security or data breaches.
 - b. Within 2 Business Days for incidents classified by Alleo as medium priority. This includes cases where:
 - an incident has a significant impact on the operation of the Platform, but a temporary solution is available or the incident has no immediate critical consequences.
 - c. Within 5 Business Days for incidents classified by Alleo as low priority. This includes cases where:
 - problems have a limited impact on the operation of the Platform and no immediate or severe consequences for the user experience;
 - cosmetic issues;
 - service requests.
5. Client guarantees that it and its Employees will use the Services in compliance with

all applicable laws and regulations.

Chapter 3 - Specific conditions for the services of Alleo Platform Transactions

16. Benefits of Partners

1. On the Platform, Alleo Platform Transactions offers Benefits from Partners. The following applies to these Benefits:
 - a. if an Employee selects a Benefit from a Partner within the Platform, a Delivery Agreement is established, whereby the Partner is obligated to deliver the Benefit to Alleo Platform Transactions, with the latter purchasing the Benefit in its own name but on behalf and for the account of the Client, who in turn acquires the Benefit for the Employee;
 - b. the Delivery Agreement is governed by the terms as accepted by the Employee on the Platform (including any (delivery) terms of the Partner);
 - c. if the Partner requires one or more additional conditions to be met before the Partner can deliver the Benefit, the Delivery Agreement will be established after these conditions have been met. This condition may consist of entering into a further, direct agreement between the Partner on the one hand and the Client, or the Employee on the other. If this is the case, Alleo Platform Transactions will not be a party to this further agreement, and this additional agreement will be separate from the Delivery Agreement;
 - d. a Delivery Agreement is concluded for the duration stated in the Delivery Agreement itself or, if not stated, for an indefinite period. In the case of a Delivery Agreement for an indefinite period, Alleo Platform Transactions may terminate it at any time, effective from the first day of the following calendar month;
 - e. upon termination of the Agreement, for any reason, all Delivery Agreements will terminate on the same date as the Agreement. A Delivery Agreement for a specific Employee will automatically terminate if the relevant Employee is deregistered. The termination of a Delivery Agreement does not affect the validity of any additional agreements between a Partner on the one hand and the Client or Employee on the other;
 - f. the Employer is responsible for determining the VAT treatment of the purchased Benefits from Partners; and
 - g. the Employer is responsible for making appropriate arrangements with its Employees, such as which Benefits individual Employees may purchase and whether ownership of the delivered Benefits is transferred to the relevant Employee.
2. To establish the Delivery Agreements referred to in article 16.1:
 - a. the Client authorizes its Employees, within the limits of the Budget or savings limit allocated to the Employees, to instruct Alleo Platform Transactions to enter into Delivery Agreements with Partners for certain Benefits on behalf of the Client; and
 - b. Alleo Platform Transactions acts as a commission agent, and the Client instructs Alleo Platform Transactions to enter into Delivery Agreements with Partners in its own name but on behalf of the Client, in accordance with the instructions of the Employees.
3. When Alleo Platform Transactions enters into a Delivery Agreement in its own name, but on order and on behalf of the Client:
 - a. the Client assumes the economic risk related to the (execution of) the Delivery Agreement;
 - b. the Client indemnifies Alleo Platform Transactions from all consequences of the actions performed by Alleo Platform Transactions as a commission agent, and from all damages, costs, and claims related to Delivery Agreements (from Partners or third parties) that Alleo Platform Transactions enters into on behalf of the Client;
 - c. the Partner sends the products/services and the related correspondence and documentation directly to the Employee who selected the corresponding

- Benefit, unless otherwise agreed. The respective Employee may enforce any warranty claims against the Partner; and
- d. the Partner invoices Alleo Platform Transactions for the purchased products and/or services for the duration of the Delivery Agreement, and Alleo Platform Transactions charges the Client the value of the Benefit in accordance with Article 6 of these Terms and Conditions.

17. Commission agent relationship

1. Alleo Platform Transactions solely facilitates the procurement of Benefits of Partners by Client for its Employees. Client acknowledges that the prices underlying the Benefits are not solely determined by Alleo Platform Transactions (but predominantly by a Partner) and therefore can be changed at any time.
2. For VAT purposes, Alleo Platform Transactions acts as an intermediary as referred to in Article 3, paragraph 6 of the Dutch Turnover Taxes Act 1968 (in the case of the supply of goods) and Article 4, paragraph 4 of the Dutch Turnover Taxes Act 1968 (in the case of services). Alleo Platform Transactions acts in its own name but on order and at the expense of Client. The Partner will address and send invoices for the procurement of a Partner's goods or services to Alleo Platform Transactions, and Alleo Platform Transactions will, in turn, issue invoices in its own name to Client in accordance with article 6 of the Terms and Conditions. The commission agent fiction, as referred to in Article 3, paragraph 6 and Article 4, paragraph 4 of the Dutch Turnover Taxes Act 1968, specifically and exclusively applies to VAT levies. This provision has no impact on what has been contractually agreed between the Parties.
3. The Benefit Services provided by Alleo Platform Transactions include: (a) maintaining a payment infrastructure capable of receiving payments from Client and making payments to Partners for orders placed by/on behalf of Client's Employees, (b) managing the amount corresponding to the Budget made available by Client, (taking into account that no interest or other compensation is payable to Client in relation to the Budget), (c) processing orders from Employees placed via the Platform by purchasing the corresponding product/service that matches the Benefit from the Partner in its capacity as commission agent and paying the purchase price from the Budget made available by Client to the Partner; (d) communicating with the Partner and Client regarding the financial settlement of the goods/services purchased by Alleo Platform Transactions from a Partner in its own name and on order and at the expense of Client; (e) providing support to Client in respect of orders placed through the Platform, taking into account that the the Partner is primarily responsible for claims, returns, and inquiries.
4. Client guarantees to Supplier that it complies with statutory obligations regarding the correct withholding and remittance of taxes and social security contributions in accordance with applicable laws in the context of its activities and the Benefits desired and obtained by its Employees via the Platform. Supplier can never be held liable for any failure or negligence of Client in fulfilling its statutory fiscal obligations as stated.
5. For its services as a commission agent, Client is due a fee to Alleo Platform Transactions. Alleo Platform Transactions charges this fee by adding a markup to the price charged by a Partner for its services or goods available as Benefits. This markup is automatically calculated and included in the total price of a Benefit, as displayed on the Platform.