

REGLEMENT SMART CLUB

ARTICLE 1 – PURPOSE

SMART SWITZERLAND, whose registered office is located at Ringstrasse 20, 8600 Dübendorf, Switzerland, and which is registered in the commercial register of the canton of Zurich under number CHE-402.493.420, is creating a sales club whose purpose is to reward the network's salespeople who have achieved the best performance across the various challenges in which they have participated.

ARTICLE 2 – PARTICIPANTS AND ELIGIBILITY

These challenges are open exclusively to salespeople or managers who are employees of the franchisees registered on this SMART CLUB platform. It is expressly stated that users have no relationship of subordination to SMART SWITZERLAND. All salespeople appearing on the list provided by SMART SWITZERLAND are eligible for the challenges. They must be employed throughout the entire duration of the challenge and until the prizes are awarded. The rules of the challenges are accessible for each campaign and available to any person registered on the platform.

ARTICLE 3 – REGISTRATION

Joining the sales club requires registration; to do so, the salesperson must fill in all the fields requested in the "My profile" tab.

ARTICLE 4 – AWARDING AND USE OF POINTS

The value of a point is: 1 point = CHF 0.5.

Contents of the showcases: for 100 points, the salesperson can obtain:

- A gift voucher worth CHF 90 incl. VAT, delivered by registered mail.

Points are cumulative, non-transferable and non-exchangeable. Points are valid until 31 December of year N+1. Where applicable, the participant may top up their purchase with a personal payment.

ARTICLE 5 – PLAFONDS DE PARTICIPATION ET DE GRATIFICATION

Au cours d'une même année civile, un même participant ne peut gagner des gains à plus de quatre (4) challenges organisés sur la plateforme SMART CLUB. Il ne peut, en tout état de cause, être récompensé qu'au titre de quatre (4) challenges au maximum par année civile, quel que soit le nombre de challenges auxquels il aurait été inscrit.

Le montant total des gratifications attribuées à un même participant, tous challenges confondus (points convertis en cadeaux, chèques cadeaux ou avantages de toute nature, valorisés en euros toutes taxes comprises), ne peut excéder, sur une même année civile, 70 % du SMIC mensuel brut en vigueur. Sur la base d'un SMIC mensuel brut (exemple : SMIC en juin 2026 s'élève à 1 867,02 €, donc le plafond s'établit à 1 306,91 €.) Ce montant est automatiquement réévalué à chaque revalorisation du SMIC, sans qu'il soit nécessaire de modifier le présent règlement.

Ces deux plafonds, nombre de challenges récompensés et montant annuel, s'appliquent cumulativement et s'apprécient par personne physique, du 1er janvier au 31 décembre de chaque année.

ARTICLE 6 – DATA ENTRY OR POINT ALLOCATION ERRORS

Points awarded at the end of a challenge become final and available for use only after a period of two (2) weeks following the end of the challenge, the time needed for the final ranking to be established and for the allocation of points to be validated by SMART SWITZERLAND. Until this validation, SMART SWITZERLAND and KALIDO may correct, at any time and without prejudice, the balance of the account concerned, by credit or debit, in the event of an error affecting the allocation of points.

Any claim relating to the number of points credited must be sent in writing to the organiser or to KALIDO's customer service within thirty (30) days of the crediting. After this period, the balance is deemed accepted.

Any inaccurate or fraudulent declaration results in the cancellation of the points concerned and may justify the permanent exclusion of the participant.

ARTICLE 7 – DEPARTURE OF THE PARTICIPANT AND FATE OF ACCRUED POINTS

The benefit of the points is strictly personal and is tied to the participant's status as an employee in active service at a company of the SMART SWITZERLAND network registered on the platform. Points may not be assigned or transferred to another participant, nor converted into cash.

To be eligible for the award of points under a challenge, the participant must be employed throughout the entire duration of that challenge, in accordance with Article 2. If the participant's employment ends during a challenge, for whatever reason

(resignation, dismissal, mutual termination, end of contract, retirement, change of employer outside the SMART SWITZERLAND network), the participant ceases to be eligible for that challenge and no reward may be awarded to them in respect of it.

However, points duly earned under challenges that closed before the date on which the participant left the workforce remain the participant's. The participant may continue to use them until their usual expiry date, under the same conditions as if they were still employed. After this expiry date, any unused points are permanently forfeited, without compensation or indemnity, and the participant's access to their account is closed.

If the participant moves to another company of the SMART SWITZERLAND network registered on the platform, the account and points balance may be retained, subject to the prior approval of SMART SWITZERLAND and the participant updating their profile information.

ARTICLE 8 – DELIVERY OF GIFTS AND AFTER-SALES SERVICE

The gift card is digital. It is sent electronically, to the email address provided at the time of the order, in the form of a code sent by email containing the information needed to use it. No physical shipment is made and no delivery fees are charged. It is generally sent within a few minutes of payment being confirmed. However, this timeframe is given for information only and may be extended in the event of technical difficulties. If the email does not appear in your inbox, we recommend checking your spam folder. The Purchaser is responsible for the accuracy of the email address entered when placing the order. If the gift card is sent to an incorrect or incomplete address for a reason attributable to the Purchaser, the Provider cannot be held liable for its non-receipt or for its use by a third party. Once it has been sent, the Recipient is solely responsible for keeping the gift card code safe and confidential. The loss, theft, disclosure, copying or fraudulent use of the code after it has been sent cannot give rise to any refund or compensation from the Provider, to the extent permitted by law. The gift card is activated upon purchase and cannot be deactivated or cancelled. Once purchased, it is therefore non-refundable, non-exchangeable and cannot be redeemed for cash, in whole or in part. Prices are stated in Swiss francs (CHF), inclusive of VAT where applicable. These terms are governed by Swiss law. All after-sales requests will be handled by KALIDO's quality customer service team - contact@youkado.com.

ARTICLE 9 – PERSONAL DATA PROTECTION

Smart Switzerland, acting as data controller, processes personal data concerning participants for the following purposes: recording and managing their participation in

the Challenge, determining winnings, delivering prizes, and completing mandatory tax filings where applicable (hereinafter «the Purposes»). Smart Switzerland undertakes to protect your privacy and the confidentiality of your personal data in accordance with the provisions set out in European Regulation 2016/679 of 27 April 2016 and any other regulation relating to the protection of personal data. The Purposes are carried out on the basis of the legal bases defined in the table below.

The data is intended for Smart Switzerland and its departments and staff, within the limits of their responsibilities and to the extent necessary for carrying out the Purposes, as well as for the service provider possibly taking part in the Challenge. At the conclusion of the Challenge, data relating to participation in the Challenge will be deleted within 1 month following the awarding of prizes to winners. Data useful for mandatory tax filings will be deleted within 6 years following the awarding of winnings or the completion of the mandatory tax filing, as applicable.

Each participant has the right to access, modify, rectify and erase their personal data, which they may exercise by writing to:

KALIDO

97 Rue Parmentier 59650 Villeneuve-d'Ascq, France

- a right of access, allowing them to obtain communication of the data concerning them processed by Smart Switzerland
- a right of rectification, allowing them to request the correction and updating of data concerning them
- a right of erasure, allowing them to request the deletion of data if the data is no longer necessary for the purposes, or if they have objected to the processing on grounds relating to their particular situation and there is no compelling legitimate reason for the processing, or the data has been unlawfully processed, or the data must be erased to comply with a legal obligation under European Union law or French law
- a right of restriction, allowing them to obtain from Smart Switzerland a suspension of the processing of data concerning them if the accuracy of the data is contested by them, for a period allowing Smart Switzerland to verify the accuracy of the data, or the processing is unlawful and they oppose the erasure of the data and request instead the restriction of its use, or Smart Switzerland no longer needs the data for the purposes of the processing but it is still necessary for them to establish, exercise, or defend legal claims, or they have objected to the processing on grounds relating to their particular

situation, pending verification as to whether Smart Switzerland's legitimate grounds override theirs

- a right to data portability, allowing them to receive from Smart Switzerland, in a structured format, the data concerning them, or to request the direct transmission of this data to another data controller. This right is limited to data provided by them, processed by Smart Switzerland in an automated manner as part of their participation in the Challenge

- a right to object, allowing them, for reasons relating to their particular situation, to object to their data being processed.

These rights may be exercised with Smart Switzerland, located at Ringstrasse 20, 8600 Dübendorf. For security reasons, it is recommended that this request be accompanied by proof of identity. In order to enable efficient processing of requests, participants exercising the above rights are asked to clearly indicate the right they wish to exercise, as well as any information that will facilitate their identification.

In accordance with the Swiss Federal Act on Data Protection (FADP; SR 235.1), participants may exercise their rights under applicable Swiss data protection law, including the right to access, rectify and, where legally permitted, delete their personal data.

Where processing is based on consent, participants may withdraw their consent at any time. Such withdrawal does not affect the lawfulness of prior processing and may prevent Smart Switzerland from validating or maintaining their participation in the Challenge where the relevant data are necessary for this purpose.

Purposes -> Recording and managing participants' participation in the sweepstakes.
Your consent as a participant in that Challenge run by Smart Switzerland / its legitimate interests -> Completion of mandatory tax filings.

Smart Switzerland's legal obligation -> Determination of winners -> Delivery of prizes
legal basis

ARTICLE 10 – ACCEPTANCE AND AMENDMENT OF THE RULES

Participants may consult the rules of the promotion at any time during the promotional period. The conditions of participation are accepted, and the rules are agreed to, by the participant at the time of registration. The organiser reserves the right to cancel the promotion without prior notice, in which case the participant shall not be entitled to any refund from the organiser in any form whatsoever.

ARTICLE 11 – RÉGIME SOCIAL ET FISCAL DES GRATIFICATIONS

Les gratifications distribuées relèvent du régime de droit commun relatif aux salaires et avantages en nature, à charge pour l'employeur du bénéficiaire des points d'acquitter les cotisations et contributions applicables, en application du Code de la sécurité sociale Française. Le cocontractant est responsable de la déclaration éventuelle du cadeau octroyé au système de sécurité sociale et fiscal de son état de résidence. Il s'engage à vérifier auprès des instances officielles de son état les conditions éventuelles d'assujettissement social et d'imposition fiscale des dits cadeaux ainsi que les formalités administratives à accomplir en vue de cet assujettissement et imposition.

ARTICLE 13 – DISPUTES AND GOVERNING LAW

Any dispute between the parties relating to the interpretation and/or performance of these terms shall be settled amicably by mutual agreement of the parties. Failing an amicable settlement, only the courts of the place where the organiser's registered office is located shall have jurisdiction to resolve the dispute.