

1. Parties

Our terms and conditions will govern all agreements entered into between the Client (“You”, “Your”) and Reward Gateway (UK) Ltd (“We”, “Us”, “Our”) (together the “Parties”) for the provision of Services. Together these Clauses, the Client Agreement and the Data Protection Addendum (referred to in Clause 11) represent the entire and only agreement between Us.

2. Definitions

Reward Gateway (UK) Ltd: employee engagement company operating the Reward Gateway employee engagement platform (the “Platform”) and registered at 265 Tottenham Court Road, London, England, W1T 7RQ.

Annual Fee: as described in the Client Agreement.

Contract Date: the date that the Client Agreement is executed by the last Party to sign.

Confidential Information: all information relating to a Party's business products and services (including operations, plans, market opportunities, customers, suppliers, know-how (including designs, processes of production and technology), trade secrets and software) and/or any Personal Data disclosed to the other Party (whether by or on the behalf of the other Party) whether in writing, orally or by any other medium.

Contract Year: the period of 12 months beginning on the Service Start Date and each subsequent period of 12 months thereafter beginning on each anniversary of the Service Start Date.

Data Protection Laws: means all applicable laws which govern the use of data relating to identified or identifiable individuals, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, (and any implementing laws) as amended or replaced from time to time and to the extent applicable to a Party.

Employees: means Your employees or members who are granted access to the Platform and the Services pursuant to this agreement.

Employee Terms: means the Agreement entered into between Us and the Employees which sets out the terms and conditions upon which We permit

Employees to access and use the Platform and the Services.

Force Majeure: in relation to either Party, any circumstance beyond the reasonable control of that Party including any act of God, war, riot, explosion, abnormal, unusual or extreme weather conditions, loss of utilities, fire, flood, failure or breakdown of telecommunications systems or network infrastructure, malicious network attacks, strike, lock out or industrial dispute, fuel shortages and/or governmental or regulatory authority action.

Minimum Term: the period described in the Client Agreement, commencing on the Service Start Date.

Launch Date: the date on which You make the Platform available to Your Employees.

Implementation Fee: as described in the Client Agreement.

Personal Data: any personal data (as defined in Data Protection Laws) which is processed from time to time by Us or You in connection with the provision or use of the Services.

Platform: shall mean the primary platform managed for/by the Customer within a single instance of the Reward Gateway administration Platform.

Processing and process: have the meanings given to them in Data Protection Laws.

Service Start Date: the date the contract is finalised

Working Day: Monday to Friday, save for any day which is a public holiday in England and Wales.

Renewal Date: the last day of the Minimum Term or any Renewal Term.

Renewal Term: as defined in Clause 8.

Retail Partners: businesses whose goods, services, Instant Vouchers, Reloadable Cards and in-store SMS texts appear on the Platform.

Services: means the products and services that are ordered by You, as described in the Client Agreement.

3. Our Obligations

3.1. Subject to Clause 3.2, we will provide the Services with reasonable skill and care and in accordance with this agreement and applicable laws and regulations.

3.2. You acknowledge that receipt of any Services provided by Retail Partners may be subject to You and/or the Employee accepting the Retail Partner's terms. We

shall not be liable for any breach of such terms by the Retail Partner or for any failure or delay to provide the Services due to Your or Your Employees' failure to accept the Retail Partner's terms.

- 3.3.** We shall also:
- 3.3.1. Appoint to You a Client Relationship Manager who may change throughout the course of our partnership
 - 3.3.2. Schedule a Welcome Call with an Implementation Specialist within 2 working days from the Contract Date to provide a briefing on your onboarding tools
 - 3.3.3. Provide access to your platform within 2 working days of a completed Client Onboarding Form. The platform will be branded using your company logo and colours (in the menu bar). . Provide electronic communication materials to support Your Platform (the "Communication Materials"), branded with your company logo.
 - 3.3.4. provide You with access to the self-service Integrations Dashboard.
- 3.4.** We shall also provide Employee Support through our help desk in accordance with the service levels detailed in Clause 4 of this agreement.
- 3.5.** We shall also provide a Client Support team available Monday to Friday who will assist with technical questions and guidance on using our product administration portal. Where administration access is not available to You the Client Support team will provide administration support.
- 3.6.** This agreement sets out the full extent of Our obligations and liabilities in respect of the design, development, testing, delivery and provision of the Services and the Platform. All conditions, warranties or other terms concerning the same which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

4. Our Service Levels

- 4.1.** We will comply with the following service levels:
- 4.1.1. 90% of help desk calls will be answered within 90 seconds.
 - 4.1.2. 99.5% Platform availability measured across any rolling 12 month period excluding scheduled maintenance and emergency preventative maintenance.
 - 4.1.3. 99% of Retail Partner Instant Vouchers will be available in the Employee's account within 60 seconds of payment card approval.
 - 4.1.4. 99% of orders for Retail Partner new Reloadable Cards ordered by 5pm on a Working Day will be sent by first-class mail on the same day.
 - 4.1.5. Where a request is made for cashback to be withdrawn into a bank account, 95% of withdrawals of confirmed cashback will be transferred within three Working Days.
 - 4.1.6. 100% immediate conversion where cashback is used towards purchase of Our Retail Partners vouchers and reloadable cards.

5. Client Obligations

- 5.1.** You will:
- 1.1.1. Complete the Client Onboarding Form and hold the Welcome Call within one week of the contract date;
 - 5.1.1. not promote the Services or permit access to the Platform to any party other than Your Employees unless otherwise agreed in writing by Us;
 - 5.1.2. not charge any party for access to the Platform or use of the Services;
 - 5.1.3. not use or attempt to use the Services or the Platform for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in breach of any intellectual property rights belonging to any third party;

- 5.1.4. not reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate, scan and/or adapt any software or other code or script which forms part of or is accessible via the Services or the Platform save as permitted by this Agreement;
 - 5.1.5. cooperate with Us in all matters relating to the Services, including providing Us with such information and materials as We reasonably require to supply the Services and ensuring that such information is complete and accurate in all material respects including, but not limited to, the Employee data uploaded through the self-service Integrations Dashboard;
 - 5.1.6. set up integration to the Platform from Your corporate Platform or identity provider (IDP) using the Integrations Dashboard, in order to configure Employees' access to the Platform and Services;
- 5.2.** If You notify Us that You have decided to create (or procure a third party to create) Your Platform brand, then You must send the Platform brand (including at least the brand logo, corporate logo and unique domain name) to Us within three weeks of Your first implementation meeting with Us. The Platform brand must meet our reasonable requirements notified to You from time to time.
- 5.3.** You are responsible for the printing, production and distribution of the Communication Materials.

6. Fees and Payments

- 6.1.** We will invoice You the Implementation Fee and the first Annual Fee within 14 days from the Service Start Date.
- 6.2.** We will invoice You one month prior to the end of each Contract Year for the Annual Fee. The Annual Fee will be subject to a 5% annual increase at the anniversary of the Service Start Date. Following the minimum term, for each Renewal Term, the Annual Fee will be subject to an increase equal to the greater of the Consumer Price Index

(CPI) for the preceding twelve (12) months or five percent (5%).

- 6.3.** We will provide 5% additional complimentary employee licences, to support employee growth. You can add additional employees to the Platform at any time. Any additional employees added to the Platform will be billed on a quarterly basis.
- 6.4.** Unless stated otherwise in this Agreement, all invoices shall be paid by You within 30 days of receipt by bank transfer into a single bank account as nominated in writing from time to time by Us.
- 6.5.** All taxes will be borne by the Party on whom legally levied. VAT payable in relation to the provision of the Services under this agreement shall be considered levied on You.

7. Criminal Finance Act

- 7.1.** We Shall:
 - 7.1.1. not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
 - 7.1.2. have and shall maintain in place throughout the term of this agreement such policies and procedures which are reasonable to
 - 1) prevent the facilitation of tax evasion by another person (including without limitation Your Employees) and
 - 2) ensure compliance with the Criminal Finances Act 2017;
 - 7.1.3. promptly report to You any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; and
 - 7.1.4. provide such supporting evidence of compliance as You may reasonably request. If requested by You, We shall, within fourteen (14) days,

certify to You in writing Our compliance with this Clause.

8. Renewal

We will supply the Services to You for the Minimum Term, after which this Agreement will automatically renew for subsequent periods of 12 months (the "Renewal Term(s)"), unless terminated by either Party in accordance with Clause 13 or by giving a minimum of 90 days' written notice prior to the expiry of the Minimum Term or Renewal Term, as applicable.

For each Renewal Term, the Annual Fee will be subject to an increase equal to the greater of the Consumer Price Index (CPI) for the preceding twelve (12) months or five percent (5%).

9. Intellectual Property

- 9.1. For the Term of the Agreement, You grant Us a non-exclusive, royalty-free, revocable licence to use Your Client Marks to the extent necessary to provide the Services and the Portal in accordance with this Agreement. You warrant that our use of such Intellectual Property Rights in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party.
- 9.2. You shall indemnify Us in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) ("**Losses**") suffered or incurred by us arising out of, or in connection with, any claim that the Client Marks infringes any Intellectual Property Rights of a third party, save to the extent that such Losses were caused by our (or our personnel, subcontractor or representatives') fraud, wilful default, negligence or breach of this Agreement.
- 9.3. Save for Intellectual Property Rights licensed to Us in accordance with Clause 9.1, we confirm that we are the owner of all Intellectual Property Rights in or capable

of subsisting in the Portal and/or that We hold the necessary authority from any applicable third party owner of any such Intellectual Property Rights to grant the limited licence to use the Portal to You under this Agreement. We warrant that Your use of the Services and the Portal in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party.

- 9.4. We shall indemnify You in full against all Losses suffered or incurred by you arising out of, or in connection with, any claim that the receipt, use or supply of the Services, Portal and any deliverables infringes any Intellectual Property Rights of a third party.
- 9.5. If a party ("Indemnifying Party") is required to indemnify the other party ("Indemnified Party") under this Agreement, the Indemnified Party shall:
 - 9.5.1. notify the Indemnifying Party without undue delay in writing of any claim against it qualifying for an indemnity (a "Claim");
 - 9.5.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - 9.5.3. provide the Indemnifying Party with such reasonable assistance regarding the Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
 - 9.5.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the Claim or attempt to settle it, provided that Indemnifying Party considers and defends any Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10. Confidentiality

Each Party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than the implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) the Confidential Information, unless that information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such Party from a third party. Each Party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

11. Data Protection

The Data Protection Addendum, available at <http://rg.co/agreements>, shall govern the processing of any Personal Data pursuant to this agreement. In the event of any inconsistency between this agreement and the Data Protection Addendum, the Data Protection Addendum shall prevail.

12. Liability

- 12.1.** Unless otherwise set out elsewhere in this Agreement, each Party's liability to the other for all claims under or in connection with this Agreement is limited, in aggregate, to the amount of fees paid by You to Us under this Agreement.
- 12.2.** Each Party will not be liable for:
- 12.2.1. Indirect or consequential loss; or
 - 12.2.2. any loss of use or corruption of software, data or information, or loss of profit or goodwill arising out of use or access to the Platform, the provision of Services or otherwise in connection with this Agreement.
- 12.3.** Nothing in this agreement limits or excludes liability which cannot be limited or excluded by law.
- 12.4.** We shall not be liable for any Cashback balances and Instant Vouchers texts that remain unclaimed beyond two years following issue.

13. Termination

- 13.1.** We may terminate this Agreement with 15 days' notice if undisputed fees are not paid by You within 15 days from the date of notice being issued to You that the payment of such fees is past due.
- 13.2.** Either Party may terminate with 30 days' notice if the other Party:
- 13.2.1. ceases or threatens to cease carrying on its business, operations or activities, becomes bankrupt or goes into liquidation, becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that Party or that Party suffers any similar process in any jurisdiction outside of England and Wales; or
 - 13.2.2. commits a breach of this Agreement and fails to remedy such breach within 30 days of notice from the other Party.
- 13.3.** We may suspend an Employee's access to the Services and/or the Platform at any time where we are permitted to do so by law or in accordance with the Employee Terms.
- 13.4.** On termination, You will pay all outstanding fees and each Party will, on request, return to the other Party or delete all Confidential Information of the other Party, unless it is required to retain such information by applicable laws.
- 13.5.** Termination or expiry of this Agreement on whatever basis shall be without prejudice to any rights or obligations of either Party which have accrued prior to the date of termination and shall not affect the continuation or coming into force of any provision of this Agreement which, whether expressly or by implication, is to continue in or come into force following

expiry or termination.

14. Force Majeure

- 14.1.** Subject to Clause 14.5, neither Party will be liable for any failure or delay in the performance of any of its obligations under this Agreement where such delay or failure is reasonably attributable to an event of Force Majeure.
- 14.2.** Any Party subject to a Force Majeure event must promptly notify the other Party.
- 14.3.** If a Force Majeure event continues beyond one month, either Party may terminate immediately by giving written notice to the other.
- 14.4.** Neither Party will have any liability to the other in respect of termination due to Force Majeure.
- 14.5.** Your obligation to pay the fees in accordance with Clause 6 shall not be affected by the occurrence of any event of Force Majeure.

15. Notices

Any notice given under this Agreement by either Party will be in writing and sent by prepaid registered post or email to the addresses of the other Party as set out in the Client Agreement, or such other addresses as is notified in writing by that Party from time to time. Notice given under this Agreement shall not be valid if it is given by email and the Party giving the notice receives notification that the transmission of the email has failed. You warrant that any notices served on Your behalf under this Agreement shall be given by a duly authorised representative.

16. Severance

If any provision of this Agreement is found by any court or competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed not to form part of this Agreement and the remaining provisions shall remain in full force and effect.

17. Partnership, Agency and the rights of third parties

Nothing in this Agreement is intended to create a partnership between the Parties, and neither Party will have authority to act in the name of the other.

No person or organisation that is not a party to this Agreement shall have no right to enforce any term of this Agreement, including, for the avoidance of doubt, any Retail Partner.

18. Variation

- 18.1.** The terms of this Agreement may be varied by Us subject to Us providing You with at least 60 days' notice in writing of the terms to be varied in accordance with this Clause.
- 18.2.** If You do not agree to any variations notified to You in accordance with this Clause 18, You have, without limiting or affecting any other rights or remedies available to You, the right to terminate this Agreement with immediate effect by giving written notice to Us. For the avoidance of doubt, where You exercise the right to terminate in accordance with this Clause 18 You shall pay any outstanding fees which are due and payable in relation to Services provided prior to the date of termination, but will not be liable for any fees in connection with the rest of the Minimum Term or the Renewal Term, as applicable.

19. Dispute Resolution

If any dispute arises in connection with the agreement, the Parties will meet within 10 days to resolve it. The Parties agree to try to settle unresolved disputes within the mediation of the Centre for Effective Dispute Resolution. If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such a further period as the parties may agree in writing, either Party may bring a claim in accordance with Clause 21.

20. Waiver

- 20.1.** A waiver by either Party of any right under this Agreement is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default.
- 20.2.** A failure or delay by either Party in exercising any right or remedy provided in this Agreement or by law will not constitute a waiver of that right or remedy, or other rights of remedies.
- 20.3.** No partial or single exercise by either Party of any right or remedy provided by this

Agreement or by law will preclude or restrict the further exercise of any such right or remedy.

21. Governing Law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction to settle any such dispute or claim

22. Employee Discount

22.1. Additional Definitions

Instant Voucher: Digital code that holds discounted store credit.

Cashback: An online offer facility that allows You to receive a percentage of the cost or a fixed amount back after a purchase.

Reloadable Card: Physical card that can be reloaded with discounted store credit.

22.2. Our Obligations

A list of available Instant Vouchers and Cashbacks can be produced on request. You understand that this list may change due to reasons beyond Our control, such as a retailer ceasing to trade.

23. SmartSpending™ Mobile App

23.1. Additional Definitions

eGift Card: method of payment in order to redeem Products.

Retailer listing: A browsable and searchable list of all retailers that provide Cashback, Instant Voucher or eGift Card discount offers.

Retailer screen: A participating retailer screen showcasing all available discount offers by that retailer.

Account: An account where an Employee can see their Total savings, Approved Cashback balance, Pending Cashback balance, and their personal account details.

Digital Wallet: Saved list of Instant Vouchers/eGift Cards purchased by the Employee for easy access. The Employee can mark Instant Vouchers as “used”.

23.2. Our Obligations

The SmartSpending™ app (described in Clause 23 above) puts Our Employee Discount offering into a

single app for Employees and is available on Android and iOS. It can be used in addition to Your desktop site, with each way of saving replicated on both the desktop and the app. The app can be used to purchase Instant Vouchers/eGift Cards which can be used right away as well as being automatically saved to a Digital Wallet for future use. Employees can also earn Cashback when shopping online through the app, and use Cashback towards Instant Voucher purchases. The app can also be used to purchase Instant Cards and to top them up at a discounted price.