

Parties

Our terms and conditions will govern all agreements entered into between the Client (“Client”, “You”, “Your”) and Reward Gateway (UK) Ltd. (“We”, “Us”, “Our”, “Reward Gateway”) (together the “Parties”) for the provision of Services. Together, these Clauses and the Order Form represent the entire and only agreement between Us.

1. Definitions

Reward Gateway (UK) Ltd.: employee engagement company operating the Reward Gateway employee engagement platform (the “Platform”) and registered at Third Floor, 1 Dean Street, London, W1D 3RB.

Annual Fee: as described in the Order Form.

Applicable Data Protection Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which we are subject, which relates to the protection of Personal Data.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Authorised Third Party: any third party that We have authorised, whether directly or indirectly, to provide the Services or perform obligations in connection with these Terms and Conditions.

Client Success Manager: A dedicated manager provided to You to derive maximum value from the Services

Contract Date: the date that the Order Form is executed by the last Party to sign.

Confidential Information: all information relating to a Party's business, products or 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.

Client Marks: the trademarks, service marks, trade

names, logos and other commercial and product designations of Client identified by You for use on the Platform.

Client Personal Data: any Personal Data which We process in connection with this agreement, in the capacity of a processor on behalf of You.

Client Support Team: Our team dedicated to assisting You with technical questions and guidance for using Our Portal.

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 Controller: is a Controller as defined in the Applicable Data Protection Laws.

Data Processor: is a Processor which processes Personal Data on behalf of the Data Controller.

Data Subject: as defined in the Applicable Data Protection Laws

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

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

Employee Terms: 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.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Force Majeure: in relation to either Party, any circumstance beyond the reasonable control of that Party including, but not limited to, any act of God, war, riot, pandemic, 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.

Group Companies: Reward Gateway (UK) Ltd and any of its subsidiaries, together with any subsidiaries within the Edenred group of companies (as the term *subsidiaries* is defined in the Companies Act 2006).

Implementation Fee: as described in the Order Form.

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

Minimum Term: the period described in the Order Form, commencing on the Service Start Date.

Order Form: the document setting out the agreed commercial terms between You and Us, including but not limited to, details of the Services, Annual Fee and term, which incorporate these Terms and Conditions.

Personal Data: any personal data (as defined in the Applicable 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: the Reward Gateway (UK) Ltd employee engagement platform managed for/by the Client.

Portal: Our product administration portal for You to manage the products on the Platform.

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

Purpose: the purposes for which the Client Personal Data is processed.

Reward Gateway Personal Data: any personal data which We process in connection with this agreement, in the capacity of a controller.

Service Start Date: the earlier of (i) the Launch Date and (ii) the date falling three months after the Contract Date.

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

Renewal Term: as defined in Clause 7.

Retail Partners: businesses whose goods, services, instant vouchers, reloadable cards and in-store SMS texts appear on the Platform.

Services: the products and services that are ordered by You, as described in the Order Form.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

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

2. Our Obligations

2.1. Subject to Clause 2.2, we will provide the Services with reasonable skill and care and

in accordance with this agreement and applicable laws and regulations.

2.2. 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.

2.3. We shall also:

2.3.1. provide You with a Client Success Manager, who may change throughout the course of our partnership.

2.3.2. appoint You an implementation specialist for three months from the first implementation meeting to project manage the implementation of Your Platform.

2.3.3. unless You have chosen to design (or to procure a third party to create on Your behalf) Your own Platform brand in accordance with Clause 4.2, design an initial Platform brand for Your Platform following Your brief, with two revisions requested by You if required;

2.3.4. use the Platform brand (either created by Us, You or a third party procured by You) to configure the Platform, including tile design and placement, menu creation and page linking and segmentation, subject to a maximum of three segmentation groups being configured. Future segmentation revisions (as required) can be created by You after the initial launch; any additional segment configurations requested of Us shall be subject to Our approval and additional fees to be agreed upon by the Parties;

2.3.5. provide electronic communication materials to promote Your Platform (the “Communication Materials”). All provided communication materials will be designed by Us and

- tailored using Your Platform colours and logo;
- 2.3.6. provide You with access to the self-service integrations dashboard.
- 2.4. We shall provide Employee support through our Client Support Team in accordance with the service levels detailed in Clause 3 of this agreement.
- 2.5. We shall provide a Client Support Team, available Monday through Friday, 9am-6pm, who will assist with technical questions and guidance for using Our Portal. Where administration access is not available to You, the Client Support Team will provide administration support.
- 2.6. This agreement sets out the full extent of Our obligations and liabilities with respect to 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.

3. Our Service Levels

- 3.1. We will comply with the following service levels:
 - 3.1.1. 99.5% Platform availability measured across any rolling 12-month period, excluding scheduled maintenance and emergency preventative maintenance.
 - 3.1.2. 99% of Retail Partner Instant Vouchers will be available in the Employee's account within 60 seconds of payment card approval.
 - 3.1.3. 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.
 - 3.1.4. 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.

- 3.1.5. 100% immediate conversion where cashback is used towards the purchase of Our Retail Partners' vouchers and Reloadable Cards.

4. Client Obligations

- 4.1. You will:
 - 4.1.1. not promote the Services or permit access to the Platform to any party other than Your Employees, unless otherwise agreed in writing by Us;
 - 4.1.2. not charge any party for access to the Platform or use of the Services;
 - 4.1.3. 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;
 - 4.1.4. not reverse engineer, decompile, copy, distribute, disseminate, sublicense, 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;
 - 4.1.5. cooperate with Us in all matters relating to the Services, including (i) providing Us with such information and materials as We reasonably require to supply the Services, and (ii) 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;
 - 4.1.6. 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.
 - 4.1.7. be liable for any country of service (as specified in the Order Form) payroll costs arising out of the

provision of the Services under this agreement.

- 4.2.** 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.
- 4.3.** You are responsible for the printing, production and distribution of the Communication Materials.
- 4.4.** Provide Us with a copy of any bespoke fonts you require Us to use in design work. These copies must be licensed for Us to use. If a licensed copy of the font is not provided, We will use the closest alternative font available to Us.
- 4.5.** You shall take all necessary steps to ensure that Your Employees and any other persons employed or engaged by You, do not, during the course of the provision of the Services, engage in any sexual, abusive, threatening or intimidating behaviour towards Us, Our employees and/or any other persons engaged by Us.
 - 4.5.1** You and Your Employees shall comply with all Your policies, handbooks, procedures and rules relating to conduct prohibiting harassment, abuse and threatening or inappropriate behaviour, as well as any equivalent policies provided by Us.
 - 4.5.2** We shall have the right to suspend and or terminate this Agreement with immediate effect upon giving notice, should any of Your Employees breach this clause.

5. Fees and Payments

- 5.1.** We will invoice You the Implementation Fee at any time from the Contract Date and the first Annual Fee at any time from the Service Start Date.
- 5.2.** We will invoice You one month prior to the end of each Contract Year for the Annual Fee.

- 5.3.** For the duration of this Agreement the Fees shall automatically increase by five percent (5%) on each anniversary of the Service Start Date to reflect anticipated increases in the cost of delivering the Services and general inflationary conditions.
- 5.4.** We may also increase the Fees on thirty (30) days' written notice where there is a material increase in Our costs arising from changes in law, regulation, taxation, or third-party supplier pricing.
- 5.5.** 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.
- 5.6.** 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.
- 5.7.** All taxes will be borne by the Party on whom they are legally levied. VAT payable in relation to the provision of the Services under this agreement shall be considered levied on You.
- 5.8.** Should You fail to pay any invoices owed under this Clause, We (at our sole discretion) shall charge You a monthly interest rate of 4% above the Bank of England base rate on any overdue sums payable to Us under each and every invoice. You shall be solely liable to pay any outstanding invoices along with all interest accrued
- 5.9.** You will be solely responsible for any additional taxes or other amounts payable in respect of the non-cash benefits provided.
- 5.10.** You will be solely liable for any foreign exchange costs arising from holding, receiving or transacting in such currency.
- 5.11.** If You are required by law to withhold or deduct an amount payable to Us:
 - 5.11.1** You shall pay the amount required to be withheld or deducted to the relevant revenue or collection

- authority within the time allowed for such payment; and
- 5.11.2 You shall pay such additional amounts as are necessary to ensure that after making the deduction or withholding, We receive the full amount required to be paid before giving effect to such deduction.

6. Compliance with Laws

In performing their obligations under this agreement, the Parties shall comply with the Applicable Laws.

7. Renewal

- 7.1 This Agreement shall automatically renew for successive periods of twelve (12) months (each a "Renewal Term") unless terminated by either Party in accordance with Clause 12 or by either Party giving no less than one hundred and twenty (120) days' written notice of termination prior to the expiry of the Minimum Term or the applicable Renewal Term.
- 7.2 Following the Minimum Term, for each Renewal Term, the Annual Fee will be subject to an increase of ten percent (10%).

8. Intellectual Property

- 8.1. 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.
- 8.2. 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, subcontractors' or representatives') fraud, wilful default, negligence or breach of this agreement.

- 8.3. Save for Intellectual Property Rights licensed to Us in accordance with Clause 8.1, 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 to You under this agreement the limited licence to use the Portal. 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.
- 8.4. We shall indemnify You in full against all Losses suffered or incurred by You arising out of, or in connection with, any proven claim that the receipt, use or supply of the Services and infringe any Intellectual Property Rights of a third party.
- 8.5. If a party ("Indemnifying Party") is required to indemnify the other party ("Indemnified Party") under this agreement, the Indemnified Party shall:
- 8.5.1. notify the Indemnifying Party without undue delay in writing of any claim against it qualifying for an indemnity (a "Claim");
- 8.5.2. 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;
- 8.5.3. 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

- 8.5.4. 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.

9. Confidentiality

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

10. Data Protection

10.1 Each party shall comply with all the obligations imposed under the Applicable Data Protection Laws. This Clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Laws.

10.2 This Clause 10 sets out the framework for the sharing of personal data between the Parties as Data Controllers. Each party acknowledges that one party (referred to in this Clause 10 as the Data Discloser) will regularly disclose to the other party Personal Data collected by the Data Discloser for the provision of the Services.

10.3 Each party shall:-

- 10.3.1 ensure that it has all necessary notices and consents and lawful bases in place

to enable lawful transfer of the Personal Data to the other party.

10.3.2 give full information to any data subject whose Personal Data may be processed under this agreement of the nature of such processing.

10.3.3 process the Personal Data only in relation to the provision of the Services.

10.3.4 not disclose or allow access to the Personal Data to anyone other than the Parties or their authorised representatives.

10.3.5 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, personal data.

10.3.6 not transfer any Personal Data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the Applicable Data Protection Laws as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the Applicable Data Protection Laws; or (iii) the transferor otherwise complies with its obligations under the Applicable Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; or (iv) one of the derogations for specific situations in the Applicable Data Protection Laws applies to the transfer.

10.4 Each party shall assist the other in complying with all requirements of the Applicable Data Protection Laws. In particular, each party shall:-

10.4.1 promptly inform the other party about the receipt of any Data Subject rights request.

- 10.4.2 assist the other party, at the cost of the other party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, Personal Data breach notifications, data protection impact assessments and consultations with any regulators.
- 10.4.3 notify the other party without undue delay on becoming aware of any breach of the Applicable Data Protection Laws.
- 10.4.4 at the written direction of the Data Discloser, delete or return Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Personal Data.
- 10.4.5 maintain complete and accurate records and information to demonstrate its compliance with this Clause 10.
- 10.5 Should the determination of the Parties in Clause 10.2 change, then each Party shall work together in good faith to make any changes which are necessary to this agreement.
- 10.6 If either party is required to process any Personal Data for the other, they shall comply with the Applicable Data Protection Laws in connection with the processing of such Personal Data.

11. Liability

- 11.1.** Unless otherwise set out elsewhere in this Agreement, Our liability to You for all claims under or in connection with this Agreement is limited, in aggregate, to the amount of annual Fees paid by You to Us under this Agreement.
- 11.2.** Unless otherwise set out elsewhere in this Agreement, Your liability to Us for all claims arising under or in connection with this Agreement is limited, in aggregate, to the amount of annual Fees paid by You to Us under this Agreement, save for any unpaid Fees due under this Agreement.
- 11.3.** Each Party will not be liable for:
 - 11.3.1. indirect or consequential loss; or

- 11.3.2. any loss of use or corruption of software, data or information, or loss of profit, loss of agreements or contracts or goodwill arising out of use or access to the Platform, the provision of Services or otherwise in connection with this Agreement.

- 11.4.** Nothing in this agreement limits or excludes liability which cannot be limited or excluded by law.
- 11.5.** We shall not be liable for any cashback balances and instant vouchers that remain unclaimed beyond two years following issuance.

12. Termination

- 12.1.** 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.
- 12.2.** Either Party may terminate with 30 days' notice if the other Party:
 - 12.2.1. 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
 - 12.2.2. if 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
 - 12.2.3. commits a breach of this agreement and fails to remedy such breach within 30 days of notice from the other Party.
- 12.3.** 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.

12.4. 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.

12.5. 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.

13. Force Majeure

13.1. Subject to Clause 13.5, 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.

13.2. Any Party subject to a Force Majeure event must promptly notify the other Party.

13.3. If a Force Majeure event continues for sixty (60) consecutive days or more and materially prevents the affected party from performing its obligations under this Agreement, either Party may terminate this Agreement by giving written notice to the other Party.

13.4. Subject to clause 13.5, neither Party will have any liability to the other in respect of termination due to Force Majeure.

13.5. Your obligation to pay the fees in accordance with Clause 5 shall not be affected by the occurrence of any event of Force Majeure.

14. 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 Order Form, 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.

15. 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.

16. 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 any right to enforce any term of this agreement, including, for the avoidance of doubt, any Retail Partner.

17. Variation and Assignment

17.1. We may vary the terms of this Agreement by providing no less than sixty (60) days' written notice to You, save as for an increase in Fees in line with clause 5.4.

17.2. If any such variation materially affects your rights or obligations under this Agreement, You may, within thirty (30) days of receiving notice of the variation, terminate this Agreement by written notice to Us.

17.3. Termination under clause 17.2 shall not relieve You of your obligation to pay all Fees accrued up to the date of termination and any Fees in connection with the remainder of the current contract year.

17.4. For the avoidance of doubt, changes required by law or regulation, or changes that do not materially affect Your rights or obligations under this agreement, shall not entitle You to terminate under clause 17.2.

17.5. We may assign, novate, or subcontract any of Our rights or obligations under this agreement to any member of Our Group Companies or to an Authorised Third Party, provided that such assignment, novation, or

subcontracting does not materially affect the performance or quality of the Services.

- 17.6.** You may not assign, transfer, charge, or otherwise deal with any of Your rights or obligations under this agreement without Our prior written consent.

18. 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 20.

19. Waiver

- 19.1.** 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.
- 19.2.** A failure or delay by either Party to exercise 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.
- 19.3.** 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.

20. 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.

21. Employee Discount

21.1. Additional Definitions

SmartSpending: Employee discounts product providing online and in-store discounts.

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.

21.2. 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. The list will be correct at the point of request.

22. Mobile Applications

22.1. 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”.

22.2. Our Obligations

The app 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 savings option 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.

23. Employee Reward & Recognition

23.1. Additional Definitions

Award(s): the amount of the Award Value which Your nominated authorisers may award to Employees.

Award Data: details of Recipients and other information (including, where necessary, Personal Data) reasonably required to enable Us to process Awards.

Award Value: amount You wish to be awarded to the Employee.

Recipient: Employee who is the beneficiary of an Award.

Reward and Recognition Service: the service operated by Us on behalf of You whereby Recipients can receive an Award from Your nominated authorisers.

Social Recognition Wall: Social Recognition wall takes peer-to-peer and manager-to-peer moments of recognition and makes them public by adding them to a social wall feed.

Social Recognition Platform: the content management system integrated within the Platform that facilitates the real-time transmission of peer to peer social interactions, such as reactions and comments.

Reward Marketplace: reward redemption webpage where employees can choose to redeem their Awards.

23.2. Our Obligations

We will:

- 23.2.1. provide access for Recipients to a webpage with Your branding hosted on the Platform explaining the Award redemption process;
- 23.2.2. notify Recipients of Awards on receipt of Award Data;
- 23.2.3. credit the Recipient's Reward Gateway account with the Award Value within 2 working days of receipt of the Award Value from You in accordance with Clause 23.3.3;
- 23.2.4. enable functionality for a Recipient to choose and place an order for Instant Vouchers online. You accept that the selection of Instant Vouchers may change and

availability of any particular Instant Voucher is not guaranteed. A list of available Instant Vouchers can be produced on request.

- 23.2.5. cancel any Instant Vouchers notified to Us as undelivered and, subject to security checks and investigation, issue replacement Instant Vouchers to the Recipient as soon as reasonably practical;
- 23.2.6. provide You with a report of Instant Vouchers chosen by Recipients, on request; and
- 23.2.7. provide a social recognition wall which takes peer-to-peer and manager-to-peer moments of recognition and makes them public by adding them to the Social Recognition Platform. The Social Recognition Platform facilitates the real-time transmission of peer-to-peer social interactions, such as reactions and comments.

23.3. Client Obligations

You will:

- 23.3.1. provide Us with monthly Award Data;
- 23.3.2. advise Us of any changes that could affect the operation of the Reward and Recognition Service or the Social Recognition Platform;
- 23.3.3. pay Us the Award Value that is credited to the Recipients' accounts in accordance with Clause 23. Where Awards are issued prior to payment, ownership remains with Us until payment is received, and You shall reimburse Us for any Awards redeemed prior to payment;
- 23.3.4. be fully responsible for the completeness and accuracy of Award Data;
- 23.3.5. obtain Your own tax advice to ensure that the operation of the Reward and Recognition Service on the Platform is in accordance with all applicable legislation and HMRC policy;

- 23.3.6. account for liability for tax and national insurance arising in connection with the Awards and the Reward and Recognition Service; and
- 23.3.7. advise Us of any changes or circumstances that could affect the operation of the Social Recognition Wall.

24. Employee Reward & Recognition Fees and Payments

- 24.1. We will send a pro-forma invoice to You for the Award Value in advance, on a mutually agreed-upon frequency period. Credit will be topped up, upon Client request, following invoice payment. At the end of the period, we will collate the Awards claimed. Any remaining Award Value will carry forward into the next period.
 - 24.1.1. Notwithstanding Clause 5.2, You will pay all valid invoices for the Award Value in full within 14 days of the invoice being submitted to You for payment.
 - 24.1.2. We will invoice You for any other agreed-upon disbursements at the time You confirm the order, and such invoices shall be paid in accordance with Clause 5.2.

25. Award Value

25.1 Awards are provided at full face value and are not subject to administration, processing, delivery or handling fees. In order to support the costs of the Reward and Recognition Service, Awards are not eligible for any retail discounts.

25.2 Where the Reward and Recognition Service operates across multiple countries, the Award Value credited to a Recipient's account may be subject to periodic adjustments to reflect changes in fixed currency exchange rates. These adjustments are made to align with prevailing market conditions and may result in an increase or decrease in the value of Awards when converted to the Recipient's local currency.

26. E-cards

26.1. Additional Definitions

E-Card: an electronic organisational greeting containing pictorial graphics and message lines that emphasise the values and behaviours that You wish to see recognised.

E-Card Platform: the content management system integrated within the Platform that facilitates the real-time transmission of peer-to-peer and manager-to-subordinate recognition messages and provides access to authorised Employees to interrogate traffic flow data and additional message content where the sender allows.

26.2. Our Obligations

We will:

- 26.2.1. provide access for Recipients to a webpage with Your branding hosted on an integrated E-Card platform explaining E-Cards and how they operate;
- 26.2.2. enable functionality for Employees to choose from a selection of E-Cards online and transmit the same to another employee on a real-time basis;
- 26.2.3. report on E-Cards chosen by Employees to authorised Employees; and
- 26.2.4. provide initial design drafts for up to 12 E-Cards, with up to three (3) rounds of revisions.

26.3. Client Obligations

You will advise Us of any changes or circumstances that could affect the operation of the E-Card Service.

27. Award File Plus

27.1. Additional Definitions

Award File: the engine that supports point-in-time recognition, such as large group achievements or long-service awards. It allows managers to acknowledge multiple employees for their contributions in bulk.

Award Types: the awards You have created to be used on the Platform.

Award Value: the monetary value You wish to be awarded to the Employee.

Award File Plus Platform: the reward programme integrated within the Platform that facilitates the real-time transmission of awards and provides access to authorised individuals to interrogate traffic flow data and additional message content.

28. Award Nominator

28.1. Additional Definitions

Nomination: a peer-to-peer nomination consisting of the responses to the fields defined in the Award Nominator Form.

Award Nominator Form: the question and answers You have created to collect the information needed to assess the Nomination.

Nomination Method: the approval process You have requested and the method You want it to operate.

Award Types: the awards You have created to be used on the Platform.

Award Value: monetary amount You wish to be awarded to the Employee.

Award Nominator Platform: the reward programme integrated within the Platform that facilitates the real-time submission of nominations, ready to be approved by authorised individuals. Once approved, the awards are dispatched to the award recipient.

Recipient: Employee who is the beneficiary of an Award following a Nomination.

28.2. Our Obligations

We will:

- 28.2.1. assist You in creating up to five Award Types; and
- 28.2.2. subject to Your compliance with Clause 28.3, once a Nomination has been approved by an authorised individual and the Award Value and Award Type have been confirmed by the authorised individual, dispatch the Award to the Recipient.

28.3. Client Obligations

You will provide Us with details of the Award Types You have created, at least three (3) weeks prior to the Launch Date.

29. Instant Award

29.1. Additional Definitions

Instant Awards: awards sent by Pot Owners to instantly recognise and reward Employees.

Instant Award Types: awards You have created to be used by Pot Owners.

Award Value: the amount You wish to be awarded to the Employee.

Pot Owner: an Employee You to whom you have assigned a reward budget.

Instant Awards Platform: the reward programme integrated within the Platform that facilitates the real-time transmission of InstantAwards from Pot Owners.

29.2. Our Obligations

We will:

- 29.2.1. draft the initial design for up to 12 InstantAward cards with up to two rounds of revisions; and
- 29.2.2. subject to confirmation of the InstantAward Type and Award Value, allow Pot Owners to send Instant Awards to Employees through the InstantAwards Platform.

30. On the Spot Recognition

Additional Definitions

On the Spot Recognition: unique digital award codes available for clients to print, distribute and track provision of Awards to employees.

31. Connect+

31.1. Additional Definitions

Connect+ App: an app for connecting and interacting with recognition stories and blog posts happening across Your organisation. Employees can send eCards, view their own and their peers' profiles and also allows peer-to-peer nomination

Social feed: a chronological feed displaying recognition moments and blog posts.

eCard: an electronic organisational greeting containing pictorial graphics and message lines that emphasise the values and behaviours that You wish to see recognised.

Blog Post: an article from a blog written by an authorised Employee.

Profile: a profile where an Employee can choose which personal data they want to make public to share with their peers.

Alerts: push notifications that the Employee can turn on or off.

32. Employee Communication

32.1. Additional Definitions

Employee Communication: Any form of communication You conduct via the Platform.

Employee Communication Data: details contained within content and other Personal Data sufficient to enable Us to create segmented versions of content.

Employee Communication Types: SmartComms, Employee Files Locker and mobile app.

33. Employee Communications - SmartComms

33.1. Additional Definitions

SmartComms: employee communication tools, including Blogs, Pages, Layouts and Tiles.

SmartComms Platform: the content management system integrated within the Platform that facilitates the real-time communication between Employees and provides access to authorised Employees to interrogate traffic flow data.

Blogs: a collection of articles written by authorised Employees.

Pages: a collection of pages used to form the basis of the Platform and host information You want to share with Your Employees.

Layouts: a collection of layouts used to host information and help Employees navigate the wider Platform.

Tiles: used to create layouts to display information or navigate Employees to other content/areas of the Platform.

33.2. Our Obligations

We will:

- 33.2.1. create up to ten Pages; and
- 33.2.2. provide initial access to the Platform for populating Blog content (timing to be agreed upon by the Parties during planning).

33.3. Client Obligations

You will provide Us with the content for Pages, Layouts and Tiles and the initial content for the Blogs, to be supplied three weeks prior to the Launch Date.

34. Employee Survey

34.1. Additional Definitions

Employee Survey: surveys created, scheduled and dispatched by You to Your employees or list of recipients.

Employee Survey data: details of Recipients and other Personal Data sufficient to enable Us to process Surveys.

Employee Survey Types: {Employee Survey, Survey Templates, Polls, Engaged Index and eNPS}

Employee Survey Service: the service operated by Us on behalf of You.

35. Employee Files Locker

35.1. Additional Definitions

Employee Files Locker: host and store electronic files in a digital file library to make them instantly available on your platform.

35.2. Our Obligations

We will:

- 35.2.1. securely host and store all files supplied by the Employer.
- 35.2.2. permanently delete a file once the file expiry data is reached .

35.3. Client Obligations

You will:

- 35.3.1. Upload the files to be stored by us on Your Platform.
- 35.3.2. Ensure each file is correctly associated with the respective employee via the file name.

36. Salary Sacrifice

36.1. Additional Definitions

Salary Sacrifice: arrangement between You and Your Employees whereby Employees are enabled to sacrifice a proportion of their pre-tax salary in exchange for those benefits or services available through the Platform which We confirm are eligible

for salary sacrifice.

Salary Sacrifice Data: Any information reasonably required by Us (including Personal Data relating to the Employee) to enable Us to process requests for Salary sacrifice benefits and to determine eligibility.

36.2. Our Obligations

We will:

- 36.2.1. configure and host the programmes which We confirm are eligible for Salary Sacrifice; and
- 36.2.2. provide help desk support for You and Your Employee's enquiries relating to Salary Sacrifice in accordance with Clause 3.

36.3. Client Obligations

You will:

- 36.3.1. advise Us of any changes or circumstances which could affect Employees' affordability or eligibility for Salary Sacrifice;
- 36.3.2. provide Us with any information required by Us including, but not limited to, any information, rules and/or approvals as requested in order for Us to operate the specified Salary Sacrifice scheme; and
- 36.3.3. be responsible for processing Employee salary adjustments, including income tax and national insurance, ensuring each Employee's request is valid and that changes to terms and conditions of employment are addressed.

37. Cycle to Work

37.1. Additional Definitions

Accepted Orders: requests from Participating Employees for Products approved by You.

Application Period: time period during which an Employee may elect to participate.

Cycle to Work Programme: bicycle hire by You to Your Employees.

Letter of Collection: method of payment to a cycle retailer.

Participating Employee: Employees who have requested Products.

Products: bicycles and safety equipment offered by Us or Our partners.

Supplier: Halfords

37.2. Legislation

The Parties agree that the Cycle to Work Programme may be amended or withdrawn in the light of any legislative or HMRC policy changes.

37.3. Our Obligations

We will:

- 37.3.1. configure and host the Cycle to Work Programme and provide a help desk for Employee enquiries. Within five (5) working days of receipt of payment for Products for Accepted Orders, Letters of Collection will be available to download to Participating Employees.

37.4. Client Obligations

You will:

- 37.4.1. obtain Your own tax advice to ensure that Your Cycle to Work Programme is a qualifying Salary Sacrifice arrangement;
- 37.4.2. correctly process Participating Employee salary deductions, including income tax and national insurance;
- 37.4.3. comply with the Consumer Credit Act;
- 37.4.4. ensure that each Participating Employee's salary sacrifice is valid and amounts to a change of terms and conditions of employment;
- 37.4.5. acknowledge that any documents provided by Us, including any Employee Salary Sacrifice agreements or FAQs, are examples only and You shall satisfy Yourself regarding compliance with employment, Applicable Data Protection Laws and tax legislation

and will tailor to suit Your and the Participating Employees' particular circumstances;

- 37.4.6. approve or reject requests from Participating Employees at the end of each Application Period;
- 37.4.7. offer Participating Employees the ability to choose a value of Product in £1 increments, starting from £100 for Cycle to Work

37.5. Ordering and collection

- 37.5.1. The Participating Employee is responsible for ordering and collecting the Product from a retail store identified by Us by presenting the Letter of Collection and personal identification and confirming the Product required.
- 37.5.2. You hereby authorise Us to release Products to Participating Employees.
- 37.5.3. The Parties agree that individual Participating Employees may only use the Letter of Collection for one transaction (although that transaction may involve more than one Product).
- 37.5.4. We and our third-party suppliers are not responsible for refunding partly spent Letters of Collection.

37.6. Quality and Liability

- 37.6.1. The Participating Employee is responsible for inspecting the Products for defects before acceptance ensuring they are of satisfactory quality and fit for use.
- 37.6.2. You agree that if during the period of the manufacturer's warranty, or any other time any defect occurs with the Product, We have no responsibility for repair, replacement, refund or compensating any loss.
- 37.6.3. The total aggregate liability of either Party to the other in relation to the Cycle to Work Service shall not exceed the value of the Letters of

Collection issued after the most recent Application Period.

- 37.6.4. Letters of Collection expire four months after issue. Expired Letters of Collection will not be replaced or refunded.

37.7. Cycle to Work Fees and Payment

- 37.7.1. You will be invoiced for approved orders at a frequency that You have determined in configuring Your solution.
- 37.7.2. You shall make payment within 10 working days of the date of Our invoice. Letters of Collection will be issued upon receipt of payment.
- 37.7.3. The value of a Product shall be its retail value at the date that a Participating Employee collects or orders.
- 37.7.4. A Participating Employee may choose to obtain a Product of a lower value than is stated on the Letter of Collection. In these circumstances, as required by HMRC guidelines, We will not provide any sum in change to the Participating Employee or You.

38. Childcare Vouchers

38.1. Additional Definitions

Approval List: a list per payroll period of Employee Voucher requests issued to You by Us.

Childcare Voucher Programme: enables Employees to obtain Vouchers to pay for Registered Childcare via salary sacrifice.

Data: payroll information and other data relating to Employees and Registered Childcarers.

Invoice Value: the face value of all Vouchers ordered.

Issue: the dispatch or credit of a voucher to an Employee.

Management Fee: as detailed in the Order Form.

Online Voucher: electronic voucher issued by Us to an Employee's Voucher Account which remains on the Voucher Account until the Employee requests a payment to the Registered Childcarer or it expires.

Order: Client authorisation for Issue of Vouchers

confirming acceptance of an Approval List.

Paper Voucher: a printed voucher issued and dispatched by Us to the Participating Employee's home address to facilitate payment to Registered Childcarers for childcare services. Paper Vouchers can only be redeemed by childcarers who are Registered Childcarers and have been identified as beneficiaries by Employees when registering for the Programme.

Participating Employee: Employees requesting vouchers.

Registered Childcare: childcare qualifying as "employer-provided care" under HMRC rules for Salary Sacrifice.

Registered Childcarer: a person or organisation within the meaning of s.318C of the Income Tax (Earnings and Pensions) Act 2003 providing Registered Childcare, and whom Participating Employees wish to pay with vouchers.

Voucher Account: dedicated online personal account operated by Us enabling Employees to receive vouchers.

38.2. Legislation

The Parties agree that the Childcare Voucher Programme may be amended or withdrawn in the light of any legislative or HMRC policy changes.

38.3. Our Obligations

We will:

- 38.3.1. configure and host the Childcare Voucher Programme;
- 38.3.2. send You an Approval List;
- 38.3.3. issue vouchers on the agreed delivery date upon completion of Orders, subject to Your compliance with Your obligations (a request for vouchers by You shall not be treated as binding until We issue an Approval List and You confirm the Order);
- 38.3.4. redeem Paper Vouchers to Registered Childcarer bank accounts;
- 38.3.5. process Online Vouchers for payment to Registered Childcarers on Employee request;
- 38.3.6. maintain and service Voucher Accounts;

38.3.7. provide help desk support for You, Your Employees and Registered Childcarers; and

38.3.8. have fulfilled Our obligations in respect of the relevant Vouchers by crediting accounts and issuing payments to the Registered Childcarers.

38.4. Client Obligations

You will:

38.4.1. only offer participation in the Childcare Voucher Programme to Employees in the United Kingdom for their direct benefit. Vouchers are not transferable and cannot be Issued to any Employee nominee;

38.4.2. provide Us with information as requested in order for Us to operate the Childcare Voucher Programme;

38.4.3. ensure that Participating Employees are registered with the Childcare Voucher Programme and relevant information relating to Participating Employees is made available to Us in advance of any Issue. Where We are not responsible for new Employee registrations, You must provide Us with this information 5 working days before an Approval List is issued using the Reward Gateway administration Platform;

38.4.4. authorise Us to process Orders within 5 working days of the Approval List being submitted;

38.4.5. ensure final Orders are received 5 working days before the due date of Issue set by You;

38.4.6. pay for the vouchers before Issue. Where any vouchers are issued prior to payment, ownership remains with Us until payment is received. You shall reimburse Us for any vouchers redeemed prior to payment;

38.4.7. be responsible for the completeness and accuracy of Orders and correctly processing Employee salary

- deductions, including income tax and national insurance;
- 38.4.8. obtain Your own tax advice to ensure that Your Childcare Voucher Programme is a qualifying Salary Sacrifice arrangement, ensuring each Participating Employee's Salary Sacrifice is valid and amounts to a change of terms and conditions of employment;
- 38.4.9. accept that any documents provided by Us, including any Employee Salary Sacrifice agreements or FAQs, are examples only and that You shall satisfy Yourself as regards compliance with employment laws, Applicable Data Protection Laws and tax legislation; and will tailor to suit Your and the Participating Employees' circumstances.

38.5. General

- 38.5.1. Vouchers have a unique reference number and are printed or credited to the Employee's Voucher Account in batches; Vouchers expire 15 months from the date of Issue. Expired Vouchers will not be replaced or refunded.
- 38.5.2. Vouchers can only be used by the Participating Employee, or by Us on behalf of the Employee, to pay Registered Childcarers for Registered Childcare.
- 38.5.3. Any Registered Childcarer can apply to join the Childcare Voucher Programme by providing a valid regulatory certificate and such other documentation as may be required by us. Our review of registrations is limited to checking regulator records to ensure that the carer is registered. Membership of any carer in the Childcare Voucher Programme does not imply that We recommend the carer and We do not provide any warranty regarding the standard of childcare provided. You must inform

Participating Employees it is their responsibility to select an appropriate and qualifying carer. We will not be liable for any acts or omissions of any Registered Childcarers.

- 38.5.4. Requests for changes to Orders or voucher delivery information must be made via a secure form through the Reward Gateway administration Platform five (5) working days before the scheduled Issue date.

38.6. Non-delivery and Cancellations

- 38.6.1. We will cancel any vouchers notified undelivered and will instruct the relevant Registered Childcarer not to accept those Vouchers. We will issue replacement vouchers as soon as practical.
- 38.6.2. You can cancel or amend an Approval List at any time prior to confirming an Order.
- 38.6.3. You can cancel or amend an Order for any reason prior to Issue of Vouchers. Requests for cancellation or variation must be made via a secure form through the CMS – Reward Manager Platform.
- 38.6.4. Vouchers can be cancelled after Issue and credited to You where an Order has been submitted in error, only to the extent that vouchers have not been redeemed.
- 38.6.5. No refund is permitted on redeemed vouchers.
- 38.6.6. Registered Childcarers must join the Childcare Voucher Programme prior to the Issue of vouchers. No vouchers shall be Issued to Registered Childcarers that have not joined. You acknowledge that affiliation to the Childcare Voucher Programme is a prerequisite for any payment to Registered Childcarers by Us and, accordingly, We shall have no liability to You or Employees in respect of failure to supply vouchers as the result of a

Registered Childcarer not being affiliated.

38.7. Childcare Vouchers Fees and Payment

- 38.7.1. Payment for the face value of all Childcare Vouchers ordered and Management Fee must be received before the day of Issue.
- 38.7.2. Vouchers that are cancelled after Issue at Your request are subject to the full Management Fee.

39. Holiday Trading

39.1. Additional Definitions

Holiday Trading platform: the election system integrated within the Platform that enables Employees to buy, sell and carry-over holiday in accordance with Your company policies.

39.2. Our Obligations

We will:

- 39.2.1. Configure and host the Holiday Trading platform; and
- 39.2.2. Provide help desk support for You and Your Employees in relation to Holiday Trading in accordance with Clause 3.

39.3. Client Obligations

You will:

- 39.3.1. provide Us with any information required by Us, including, but not limited to, information, rules and approvals as requested in order for Us to operate Holiday Trading;
- 39.3.2. be responsible for processing Employee salary adjustments, including income tax and national insurance, ensuring each Employee's request is valid and changes to terms and conditions of employment are handled; and
- 39.3.3. provide Us with annual gross salary or daily rate of the Employees, and their date of birth.

40. SmartTech

During the hire period, risk and title to the Products shall pass to You, and You are responsible for all loss or deterioration.

40.1. Additional Definitions

Accepted Orders: requests from Participating Employees for Products pre-approved by You.

Application Period: time period over which any of Your employees may elect to participate in the SmartTech Programme.

SmartTech Programme: Programme enabling Your employees to purchase an eGift card to be redeemed online or in store with the participating partner/partnering retailer.

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

Participating Employee: Your Employees who have requested Products.

Products: Technology products offered by Reward Gateway or any participating partner.

40.2. Our Obligations

We will configure and host the SmartTech Programme and provide a help desk for Participating Employee enquiries.

40.3. Client Obligations

You will:

- 40.3.1. Correctly process all Participating Employee salary deductions, including, but not limited to, income tax and national insurance;
- 40.3.2. Ensure that each Participating Employee salary deduction is valid and accurate;
- 40.3.3. Acknowledge that any documents provided by Us, including, but not limited to, template contractual terms for suggested use with Your Participating Employees or FAQs, are examples only and You shall satisfy Yourself as regards compliance with all laws and regulations, including employment law, Applicable Data Protection Laws and tax legislation;

- 40.3.4. Pre-approve or reject requests from Participating Employees;
- 40.3.5. Upload/refresh correct Participating Employee data at least once a month;
- 40.3.6. Offer Participating Employees the ability to choose a value of Product in £1 increments from £10 up to an amount chosen by You; and
- 40.3.7. Put in place appropriate contractual documentation binding Participating Employees purchasing eGift cards under the SmartTech Programme on such terms as We may suggest but accepting that We accept no liability however arising in respect of the use by You of such terms.

40.4. Ordering and collection

- 40.4.1. This agreement shall be incorporated into each Accepted Order to the exclusion of all other terms and conditions.
- 40.4.2. The Participating Employee is responsible for ordering and collecting the Product from a retail store identified by Us by presenting the eGift Card and confirming the Product required.
- 40.4.3. You hereby authorise Us to release the eGift Card to Participating Employees.

40.5. Quality and Liability

- 40.5.1. The Participating Employee is responsible for inspecting the Products for defects before acceptance, ensuring they are of satisfactory quality and fit for purpose and using them safely and in accordance with manufacturer's instructions. We do not give any warranties or accept any liability for any Products purchased.
- 40.5.2. You agree that if during the period of the manufacturer's warranty or at any other time any defect occurs with the Product, We have no responsibility for repair, replacement, refund or otherwise

compensating any loss. Nor do we accept liability for non-delivery, loss of, damage to and/or theft of the Products.

- 40.5.3. The total aggregate liability of Us to You in relation to the SmartTech Programme shall not exceed the value of the eGift Card issued after the most recent Application Period.
- 40.5.4. The eGift Card expires 24 months after issue. Expired eGift Cards will not be replaced or refunded.
- 40.5.5. Refunds are only valid for up to 14 days after purchase, unless the participating Employee has viewed the eGift Card. If this happens then no refund can be provided to the Employee.

40.6. SmartTech Fees and Payment

- 40.6.1. On a weekly or monthly date decided by You, We will invoice You for all Accepted Orders received, including details of Participating Employees and the values of their respective eGift cards; You agree to pay all sums invoiced in accordance with Clause 5.2. Once payment has been cleared in accordance with Clause 5.2, We shall manually issue the respective eGift cards.
- 40.6.2. Alternatively, payment can be set up by Direct Debit and eGift cards will be issued instantly after each application has been submitted and auto-approved.
- 40.6.3. The value of a Product shall be its retail value at the date that a Participating Employee collects or orders the Product.

41. Car Benefit

41.1. Additional Definitions

Car Benefit: Benefit offered through our Salary Sacrifice Product by You where the Employee finances a motor vehicle through payroll deductions.

Accepted Orders: requests from

Participating Employees for Products approved by You.

Application Period: the agreement length that Employees elect during the ordering process.

Participating Employee: Employees who have requested Products.

Products: Salary sacrifice cars.

Supplier: Tusker.

Legislation: The Parties agree that the Car Benefit scheme may be amended or withdrawn in the light of any legislative or HMRC policy changes.

41.2. Our obligations

We will:

- 41.2.1. configure and host the Car Benefit scheme and provide a help desk for Employee enquiries;
- 41.2.2. store and use salary information to correctly calculate Employee affordability (in case such information is provided by the client); and
- 41.2.3. store and display Employee orders on the platform so that Employees can see their active orders.

41.3. Client obligations

You will:

- 41.3.1. obtain Your own tax advice to ensure that Your Car Benefit scheme is a qualifying Salary Sacrifice arrangement;
- 41.3.2. provide Us with the accurate salary information needed to calculate Employee affordability (optional).
- 41.3.3. correctly process Participating Employee salary deductions;
- 41.3.4. comply with the Consumer Credit Act;
- 41.3.5. ensure that each Participating Employee's salary sacrifice is valid and amounts to a change of terms and conditions of employment;

41.3.6. approve or reject orders from Participating Employees when contacted by the supplier;

41.3.7. be responsible for Your own Agreement between the Supplier for the purpose of running Car Benefit.

42. Dynamic Benefits

42.1. Additional Definitions

Dynamic Benefits: Digitalised and automated chosen payroll benefits, which will be hosted on our platform, allowing employees to make benefit selections.

42.2. Our obligations

We will:

- 42.2.1. Configure and host the agreed benefits on our platform; and
- 42.2.2. share a data file showing the benefits choices made by employees with you via an agreed upon data transfer method.

42.3. Client obligations

- 42.3.1. obtain Your own tax advice to ensure that Your benefits scheme is a qualifying arrangement.
- 42.3.2. provide us with the necessary data that allows us to fulfil our obligations.
- 42.3.3. provide Us with the accurate salary information needed to calculate Employee affordability where applicable.
- 42.3.4. perform final National Minimum Wage checks to ensure deductions are permitted under the NMW Regulations 2015 or under any other applicable law.
- 42.3.5. be responsible for Your own agreements with third-party benefits providers.

43. Employee Wellbeing

43.1. Additional Definitions

Wellbeing Centre: provides employees access to Mental, Physical, Nutritional and Financial wellbeing content, tools and services on the Platform.

Health Calendar: Monthly plan of wellbeing topics displayed within the Wellbeing Centre and communicated to Employees via a monthly communication.

43.2. Our Obligations

We will:

- 43.2.1. configure and host the Wellbeing Centre and provide a help desk for Employee enquiries;
- 43.2.2. update content on the Wellbeing Centre regularly; and
- 43.2.3. unless You restrict this functionality, provide monthly Employee communications aligned to the Health Calendar, which Employees can opt-in or opt-out to receive.

43.3. Client Obligations

You will give sign-posted access to the Wellbeing Centre on Your Platform and communicate reference to the Wellbeing Centre for all Employees.

44. Employee Assistance Programme (EAP)

The provision of the Employee Assistance Programme (EAP) is subject to You entering into a separate agreement with the provider of the EAP or Us, in our sole discretion. The form of this agreement may change based on Your specific circumstances.

45. Doctorline

Doctorline: Access to Online GP via phone or video call via a Telephone number or via app.

Services included: Telephone consultations with a qualified practising GP or Clinical Pharmacist, A call back at the time of the employee appointment, Virtual consultations, An electronic private prescription service

46. Total Reward Statement (TRS)

46.1. Additional Definitions

TRS: Total Reward Statement that will calculate and present each employee with their available benefits package and its full reward value, including both monetary and non-monetary benefits.

46.2. Our Obligations

We will:

- 46.2.1. Configure and host TRS;
- 46.2.2. Provide employees with a statement that includes up-to-date details for benefits hosted by Us; and
- 46.2.3. provide employees with a statement that includes employee data or benefits details to be supplied by the Employer.

46.3. Client Obligations

You will upload employee data or details of any benefits not hosted by Us.

47. Wellbeing+

Is our comprehensive wellness application making health fun, social and approachable in the workplace. The application allows Employees to participate in health challenges, connect any activity tracker to track progress, earn rewards, and to view on-demand content in all categories of health (including mental, mindful, physical, sleep and nutrition).

48.1 Additional Definitions

48.1.1. **“Content”** means all data, including all text, sound, video or image files and software that can be published through the use of the Services.

48.1.2. You and Your Employees and Associated Account employees may be able to post or store Content to third party websites and or Our websites, which will be made available through the Services. You may be able to post or provide materials (including feedback) that are part of the Services in a publicly accessible area that allows You to communicate with others. Use of the websites and the sharing of Content will be subject to the terms of use associated with those publicly accessible

websites. You acknowledge that certain technical processing for posting Content may be required to store and retrieve the Content, conform to connecting networks' technical requirements, or conform to the limitations of the Services.

48.1.3. The Services contain links to third-party websites. These third-party websites are not under our control. If We have included these links in the Services, We provide them as a convenience only. The inclusion of these links is not an endorsement by Us of any third-party website, service or product. We reserve the right to disable links to any third-party website that You post on the Services.

48.1.4. We are not liable for any Content not provided by Us. You are solely responsible for maintaining and backing up any Content that You use with the Services. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. We shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that You use with the Services.

48.2. Associated Accounts

Only You may use the Services account. However, We may allow You to set up additional accounts that are dependent on Your account (each, an "Associated Account"). We may limit associated accounts. You are responsible for all activity under an Associated Account. You are solely responsible for monitoring the usage of the Services by Associated Accounts and for any use or misuse of the Services resulting from any Associated Account or any third party using any password or username selected by or issued to You.