

## 1. Parties

Our terms and conditions will govern all agreements entered into between the Client (“You”, “Your”) and Reward Gateway (US) Inc (“We”, “Us”, “Our”) (together the “Parties”) for the provision of Services. Together these terms and conditions (“T&C’s”) the Client Agreement, represent the entire and only agreement between You and Us (collectively, the “Agreement”).

### Definitions

**Reward Gateway (US) Inc:** employee engagement company operating the Reward Gateway platform and registered at 141 Tremont St. 8th Floor, Boston, MA 02111, United States

**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 twelve months beginning on the Service Start Date and each subsequent period of twelve months thereafter beginning on each anniversary of the Service Start Date.

**Data Protection Laws means:** means any privacy, security or other data protection local, state or federal laws or regulations in force in the United States of America.

**Employees:** means Your employees or members who are granted access to the Portal 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 Portal 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.

**Implementation Fee:** shall have the meaning described in the Client Agreement.

**Launch Date:** means the date on which You make the Portal available to Your Employees.

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

**Personal Data:** means 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 and Portal:** shall mean the primary platform managed for/by the Customer within a single instance of the Reward Gateway administration portal.

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

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

**Working Day:** means Monday to Friday, save for any day which is a national holiday in the United States.

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

**Renewal Term:** shall have the meaning assigned to it in Clause 6.

**Retail Partners:** means businesses whose goods, services, Instant Vouchers and in-store SMS texts appear on the Portal.

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

## 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. appoint to You a Client Success Manager and Implementation Manager, who may change from time to time
  - 2.3.2. unless You have chosen to design (or procure a third party to create on Your behalf) Your own Portal brand in accordance with Clause 5.2, design an initial Portal brand for Your Portal following an initial consultation with You, with up to two rounds of revisions reasonably requested by You if required;
  - 2.3.3. use the Portal brand (either created by Us, You or a third party procured by You) to configure the Portal, including tile design and placements, menu creation, page creation, 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 but any additional segment configurations requested of Us shall be subject to Our approval and additional fees to be agreed by the Parties;
  - 2.3.4. design electronic communication materials to support Your Portal (the "Communication Materials"); and
  - 2.3.5. provide You with access to the self-service Integrations Dashboard.
- 2.4. We shall also provide Client and Employee Support through our help desk in accordance with the service levels detailed in Clause 3 of these T&C's.
- 2.5. These T&C's 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 Portal. All conditions, warranties or other terms concerning the same which might otherwise be implied into the 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. 90% of help desk calls will be answered within 90 seconds.
  - 3.1.2. 99.5% Portal availability measured across any rolling twelve month period excluding scheduled maintenance and emergency preventative maintenance.
  - 3.1.3. 99% of Retail Partner Instant Vouchers will be available in the Employee's account within sixty seconds of payment card approval.
  - 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 purchase of Our Retail Partners vouchers and cards.

### **4. Client Obligations**

- 4.1. You will:
- 4.1.1. not promote the Services or permit access to the Portal 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 Portal or use of the Services;
  - 4.1.3. not use or attempt to use the Services or the Portal 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 use or attempt to use the Services or the Portal in any way which disrupts, restricts or interferes with the provision of the Services or the Portal by Us and/or its availability to and use by other users authorized by Us;

- 4.1.5. not access or attempt to access any part of the Portal or Services which You are not authorized to access;
  - 4.1.6. 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 Portal save as permitted by this Agreement;
  - 4.1.7. provide Us with all reasonable assistance in communicating the Services to Your Employees;
  - 4.1.8. 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;
  - 4.1.9. set up integration to the Portal from Your corporate portal or identity provider (IDP) using the Integrations Dashboard, in order to configure Employees' access to the Portal and Services;
  - 4.1.10. maintain all necessary licences, permissions and consents which may be required in connection with the provision of the Services and/or the Portal;
  - 4.1.11. use commercially reasonable efforts to ensure that the Employees will, maintain in strict confidence at all times any user names, access codes or other authorisations which may be provided or allocated by Us and/or via the Service from time to time together with any associated passwords and shall not disclose the same to any other person. Where You are responsible for setting the passwords You shall ensure that such passwords are sufficiently robust in accordance with generally accepted password security recommendations in the IT industry; and
  - 4.1.12. take commercially reasonable measures to ensure that Employees agree to and comply with (i) the Employee Terms and (ii) where Employees are using any services provided by Retail Partners and to the extent necessary, the Retail Partners terms.
- 4.2. If You notify Us that You have decided to create (or procure a third party to create) Your Portal brand, then You must send the Portal 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 Portal 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.
- 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. The Annual Fee will be fixed for the minimum term agreed. 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%).
  - 5.3. 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.
  - 5.4. All taxes will be borne by the Party on whom legally levied. Sales tax payable in relation to the provision of the Services under this Agreement shall be considered levied on You.

## 6. Renewal

We will supply the Services to You for the Minimum Term, after which the Agreement will automatically renew for subsequent periods of twelve months (the "Renewal Term(s)"), unless terminated by either Party in accordance with Clause 11 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%).

## 7. Intellectual Property

- 7.1. For the Term of this Agreement, You grant Us a non-exclusive, royalty-free licence to use Your intellectual property rights including, without limitation, Your logos and graphics 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 will not infringe the intellectual property rights of any third party.
- 7.2. 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 these T&C's.

## 8. Confidentiality

Each Party shall, during the term of the 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 reasonable efforts to prevent the unauthorized disclosure of any such information.

## 9. Privacy and Data Protection:

To the extent that We collect any Personal Data in connection with the provision of the Services then such information shall be collected, stored, used and disclosed by Us in accordance with Data Protection Laws.

- 9.1. We will maintain during the term of the Agreement commercially reasonable anti-virus protection measures.
- 9.2. You warrant that You will comply with all of your obligations under the Privacy Policy which arise in connection with this Agreement and any other applicable Data Protection Laws. Further, you warrant that you will make such disclosures to, and obtain such consents from, the owner of any Personal Data disclosed to us so that our collection, storage, use and disclosure of that Personal Data in accordance with the provision of the Services under this Agreement and our Privacy Policy will any applicable Data Protection Laws.
- 9.3. We shall notify You within a reasonable period, or, alternatively, within any timeframe as may be required by applicable Data Protection Laws, if We receive a request from a Data Subject for access to that person's Personal Information. We shall provide You with reasonable cooperation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data or to have such Personal Data deleted. We shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of You.
- 9.4. We shall permit You or Your external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit Our data processing activities.

9.5. On the termination of the Agreement, We shall, at Your option, return all the Personal Data transferred and the copies thereof to You or shall destroy all the Personal Information, unless any applicable laws prevent Us from returning or destroying all or part of the Personal Data transferred.

## 10. Liability

10.1. 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.

10.2. Neither Party will be liable for:

10.2.1. Indirect or consequential loss; or

INDIRECT OR CONSEQUENTIAL LOSS OR FOR INCIDENTAL OR PUNITIVE DAMAGES; OR

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 PORTAL, THE PROVISION OF SERVICES OR OTHERWISE IN CONNECTION WITH THE AGREEMENT.

NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

10.3. We shall not be liable for any Cashback balances and Instant Vouchers texts that remain unclaimed beyond two years following issue.

## 11. Termination

11.1. 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.

11.2. Either Party may terminate with 30 days' notice if the other Party:

11.2.1. 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 the United States; or

11.2.2. commits a breach of this Agreement and fails to remedy such breach within 30 days of notice from the other Party.

11.3. We may suspend an Employee's access to the Services and/or the Portal at any time where we are permitted to do so by law or in accordance with the Employee Terms.

11.4. 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.

11.5. Termination or expiry of the 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.

## 12. Force Majeure

12.1. In this Clause, Force Majeure means causes beyond control of the Parties including:

12.1.1. war, civil disturbance, terrorism; fire, explosion, flood;

12.1.2. theft or malicious damage; third party injunction;

12.1.3. acts or regulations of government.

12.2. Neither Party will be in breach, nor liable for any failure in performance of any obligations caused by Force Majeure event.

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

12.4. If a Force Majeure event continues beyond one month, either Party may terminate this

Agreement by written notice to the other Party.

- 12.5. Neither Party will have any liability to the other in respect of termination due to Force Majeure.

### **13. Notices**

Any notice given under the Agreement by either Party will be in writing and sent by pre-paid 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 the Agreement shall be given by a duly authorized representative.

### **14. Severance**

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

### **15. Partnership, Agency and the rights of third parties**

Nothing in the Agreement is intended to create a partnership between the Parties, and neither Party will have authority to act in the name of the other. Any person or organization that is not a party to the Agreement shall have no right to enforce any term of the Agreement, including, for the avoidance of doubt, any Retail Partner, and shall not be deemed a third party beneficiary thereunder.

### **16. Modification**

- 16.1. The terms of the Agreement may be modified 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.
- 16.2. If You do not agree to any modifications notified to You in accordance with this Clause 17, You have, without limiting or affecting any other rights or remedies available to You, the right to terminate the Agreement with Us 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,

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. If you do not exercise such right, you will be deemed to have accepted and agreed to the modifications.

### **17. Dispute Resolution**

If any dispute arises in connection with the agreement, the Parties will meet within 15 days to resolve it and for this purpose shall hire and utilize the services of a professional and experienced mediator reasonably acceptable to both Parties. If the mediation is not commenced within such 15 day period, or if the dispute is not settled by mediation within 15 days of commencement of the mediation or within such further period as the Parties may agree in writing, either Party may bring a claim in accordance with Clause 21.

### **18. Waiver**

- 18.1. A waiver by either Party of any right under the Agreement is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default.
- 18.2. 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.
- 18.3. No partial or single exercise by either Party of any right or remedy provided by the Agreement or by law will preclude or restrict the further exercise of any such right or remedy.

### **19. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of conflict of law provision or rule of any jurisdiction. The courts of applicable jurisdiction located in Boston, Massachusetts will have exclusive jurisdiction to settle any claim arising

under the Agreement, and You irrevocably submit to such exclusive jurisdiction

## 20. Employee Discount

### 20.1. 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.

### 20.2. 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.

## 21. SmartSpending™ Mobile App

### 21.1. Additional Definitions

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

### 21.2. Our Obligations

The SmartSpending™ app puts Our Employee Discount offering (described in Clause 22 above) 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.

## 22. Employee Recognition & Reward

### 22.1. Additional Definitions

**Award(s):** an award in the form of Voucher(s) in 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 Portal that facilitates the real-time transmission of peer to peer social interactions, such as reactions and comments

**Voucher(s):** Instant Vouchers which the parties mutually agree to list on the Portal.

### 22.2. Our Obligations

We will:

- 22.2.1. provide access for Recipients to a webpage with Your branding hosted on the Portal explaining the Award redemption process;
- 22.2.2. notify Recipients of Awards on receipt of Award Data;
- 22.2.3. 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 22.3.3;
- 22.2.4. enable functionality for a Recipient to choose and place an order for Vouchers online. You accept that the selection of Vouchers may change and availability of any

- particular Voucher is not guaranteed. A list of available Vouchers can be produced on request;
- 22.2.5. cancel any Vouchers notified to Us as undelivered and, subject to security checks and investigation, issue replacement Vouchers to the Recipient as soon as reasonably practical;
- 22.2.6. provide You with a report of Vouchers chosen by Recipients, on request; and
- 22.2.7. 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.

### 22.3. Client Obligations

You will:

- 22.3.1. provide Us with monthly Award Data;
- 22.3.2. advise Us of any changes which could affect the operation of the Reward and Recognition Service or the Social Recognition Platform;
- 22.3.3. pay Us the Award Value that is credited to the Recipients' accounts in accordance with Clause 23. Where Vouchers are issued prior to payment, ownership remains with Us until payment received and You shall reimburse Us for any Vouchers redeemed prior to payment
- 22.3.4. be fully responsible for the completeness and accuracy of Award Data;
- 22.3.5. obtain Your own tax advice to ensure that the operation of the Reward and Recognition Program on the Portal is in accordance with all applicable tax-related laws and regulations; and

- 22.3.6. advise Us of any changes or circumstances which could affect the operation of the Social Recognition Wall.

### 23. Employee Recognition & Reward Fees and Payments

- 23.1. We will send a pro-forma invoice to You for the Award Value in advance, on a mutually agreed frequency period. Credit will be topped up, upon Client request, provided that the invoice had been paid. At the end of the period, we will collate the Awards claimed and apply any applicable and appropriate tax treatment. Any remaining Award Value will be carried forward to the next period.
  - 23.1.1. Notwithstanding Clause 5.3, You will pay all valid invoices for the Award Value in full within 14 days of the invoice being submitted to You for payment.
  - 23.1.2. We will invoice You for any other agreed disbursements at the time You confirm the order and such invoices shall be paid in accordance with Clause 5.3.
  - 23.1.3. We will issue a credit note to You for any Award Value which is no longer required.
  - 23.1.4. On termination of this Agreement, We will refund You any remaining Award Value that has not been credited to the Recipient's Reward Gateway account

### 24. Vouchers Award Value

- 24.1. 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, the Awards are not eligible for any retail discounts.

### 25. E-cards

#### 25.1. Additional Definitions

**E-Card:** an electronic organizational greeting containing pictorial graphics and message lines which emphasize the values and behaviors that You wish to see recognized.

**E-Card Platform:** the content management system

integrated within the Portal that facilitates the real-time transmission of peer to peer and manager to subordinate recognition messages and provides access to authorized Employees to interrogate traffic flow data and additional message content where the sender allows.

## 25.2. Our Obligations

### We will:

- 25.2.1. provide access for Recipients to a webpage with Your branding hosted on an integrated E-Card platform explaining E-Cards and how they operate;
- 25.2.2. 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;
- 25.2.3. report on E-Cards chosen by Employees to authorized Employees; and
- 25.2.4. provide draft initial designs, for up to twelve eCards, with up to three rounds of revisions.

## 25.3. Client Obligations

### You will:

- 25.3.1. advise Us of any changes or circumstances which could affect the operation of the E-Card Service.

## 26. Award File Plus

### 26.1. Additional Definitions

**Award File:** is 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 Portal.

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

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

## 27. Award Nominator

### 27.1. Additional Definitions

**Nomination:** a peer to peer nomination consisting of the responses to the fields defined in the AwardNominator Form.

**AwardNominator 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 Portal.

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

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

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

### 27.2. Our Obligations

#### We will:

- 27.2.1. assist You in creating up to five Award Types; and
- 27.2.2. subject to Your compliance with Clause 27.3, once a Nomination has been approved by an authorized individual and the Award Value and Award Type has been confirmed by the authorized individual, dispatch the Award to the Recipient.

### 27.3. Client Obligations

#### You will:

- 27.4. provide Us with details of the Award Types You have created at least three weeks prior to the Launch Date.

## 28. Instant Award

### 28.1. Additional Definitions

**InstantAwards:** are awards sent by Pot Owners to instantly recognize and reward Employees.

**InstantAward Types:** the awards You have created to be use by Pot Owners.

**Award Value:** the amount You wish to be awarded

to the Employee.

**Pot Owner:** an Employee You have assigned reward budget to.

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

## 28.2. Our Obligations

We will:

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

## 29. Connect+ mobile app

### 29.1. Additional Definitions

**Connect+ Mob App:** an app for connecting and interacting with recognition stories and blog post happening across Your organization, Employees can also send eCards and view their own and their peers' profiles.

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

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

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

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

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

## 30. Employee Communication

### 30.1. Additional Definitions

**Employee Communication:** Any form of communication You do via the Portal.

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

**Employee Communication Types:** Blogs, Pages, Layouts and Tiles.

## 31. Smart Comms

### 31.1. Additional Definitions

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

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

**Blogs:** a collection of articles written by authorized Employees.

**Pages:** a collection of pages used to form the bases of the Portal 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 Portal.

**Tiles:** used to create Layouts to display information or navigate Employees to other content/areas of the Portal.

### 31.2. Our Obligations

We will:

- 31.2.1. draft the initial design for up to ten Pages;
- 31.2.2. provide initial access to the Portal for populating Blog content (timing to be agreed by the parties during planning); and populate the Portal with Your Pages, Layouts, Tiles and Blogs, subject to Your compliance with Clause 30.1.

### 31.3. Client Obligations

You will:

- 31.3.1. 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.

## 32. Employee Survey

### 32.1. Additional Definitions

**Employee Survey:** surveys created, schedules 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,}

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

### **33. Employee Files Locker**

#### **33.1. Additional Definitions**

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

#### **33.2. Our obligations**

- 33.2.1. Securely host and store all files supplied by the Employer
- 33.2.2. Permanently delete a file once the file expiry data is reached

#### **33.3. Client obligation**

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