

## 1. Parties

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

## 2. Definitions

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

**Annual Fee:** as described in the Client Agreement.

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

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

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

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

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

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

**Implementation Fee:** as described in the Client Agreement.

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

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

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

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

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

**Renewal Term:** as defined in Clause 8.

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

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

## 3. Our Obligations

- 3.1. Subject to Clause 3.2, we will provide the Services with reasonable skill and care and in accordance with this agreement and applicable laws and regulations.
- 3.2. You acknowledge that receipt of any Services provided by Retail Partners may be subject to You and/or the Employee accepting the Retail Partner’s terms. We shall not be liable for any breach of such terms by the Retail Partner or for any failure or delay to provide the Services due

to Your or Your Employees' failure to accept the Retail Partner's terms.

- 3.3. We shall also:
  - 3.3.1. Appoint to You a Client Success Manager and Implementation Manager, who may change from time to time
  - 3.3.2. 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 a brief from You, with up to two rounds of revisions reasonably requested by You if required;
  - 3.3.3. 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;
  - 3.3.4. design electronic communication materials to support Your Portal (the "Communication Materials"); and
  - 3.3.5. provide You with access to the self-service Integrations Dashboard.
- 3.4. We shall also provide Client and Employee Support through our help desk in accordance with the service levels detailed in Clause 4 of this agreement.
- 3.5. This agreement sets out the full extent of Our obligations and liabilities in respect of the design, development, testing, delivery and provision of the Services and the Portal. All conditions, warranties or other terms concerning the same which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly

excluded.

## 4. Our Service Levels

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

## 5. Client Obligations

- 5.1. You will:
  - 5.1.1. not promote the Services or permit access to the Portal to any party other than Your Employees unless otherwise agreed in writing by Us;
  - 5.1.2. not charge any party for access to the Portal or use of the Services;
  - 5.1.3. 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;
  - 5.1.4. 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 authorised by Us;
- 5.1.5. not access or attempt to access any part of the Portal or Services which You are not authorised to access;
  - 5.1.6. 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;
  - 5.1.7. provide Us with all reasonable assistance in communicating the Services to Your Employees;
  - 5.1.8. 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;
  - 5.1.9. 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;
  - 5.1.10. maintain all necessary licences, permissions and consents which may be required in connection with the provision of the Services and/or the Portal;
  - 5.1.11. 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
- 5.1.12. 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.
- 5.2. 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.
  - 5.3. You are responsible for the printing, production and distribution of the Communication Materials.
- ## 6. Fees and Payments
- 6.1. We will invoice You the Implementation Fee at any time from the Contract Date and the first Annual Fee at any time from the Service Start Date.
  - 6.2. We will invoice You one month prior to the end of each Contract Year for the Annual Fee. The Annual Fee will be 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%).
  - 6.3. 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.
  - 6.4. All taxes will be borne by the Party on whom legally levied. VAT payable in relation to the provision of the Services

under this agreement shall be considered levied on You.

## 7. Criminal Finance Act

### 7.1. We Shall:

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

## 8. Renewal

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

For each Renewal Term, the Annual Fee will be subject to an increase equal to the greater of the Consumer Price Index (CPI) for the preceding twelve

(12) months or five percent (5%).

## 9. Intellectual Property

- 9.1. For the Term of the agreement, You grant Us a non-exclusive, royalty-free 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.
- 9.2. 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 this agreement. We warrant that Your use of the Portal in accordance with this agreement will not infringe the intellectual property rights of any third party.

## 10. Confidentiality

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

## 11. Data Protection

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

## 12. Liability

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

## 13. Termination

- 13.1. We may terminate this Agreement with 15 days' notice if undisputed fees are not paid by You within 15 days from the date of notice being issued to You that the payment of such fees is past due.
- 13.2. Either Party may terminate with 30 days' notice if the other Party:
  - 13.2.1. ceases or threatens to cease carrying on its business, operations or activities, becomes bankrupt or goes into liquidation, becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting

is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that Party or that Party suffers any similar process in any jurisdiction outside of England and Wales; or

- 13.2.2. commits a breach of this Agreement and fails to remedy such breach within 30 days of notice from the other Party.
- 13.3. We may suspend an Employee's access to the Services and/or the Portal at any time where we are permitted to do so by law or in accordance with the Employee Terms.
- 13.4. On termination, You will pay all outstanding fees and each Party will, on request, return to the other Party or delete all Confidential Information of the other Party, unless it is required to retain such information by applicable laws.
- 13.5. Termination or expiry of this Agreement on whatever basis shall be without prejudice to any rights or obligations of either Party which have accrued prior to the date of termination and shall not affect the continuation or coming into force of any provision of this Agreement which, whether expressly or by implication, is to continue in or come into force following expiry or termination.

## 14. Force Majeure

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

affected by the occurrence of any event of Force Majeure.

## 15. Notices

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

## 16. Severance

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

## 17. Partnership, Agency and the rights of third parties

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

## 18. Variation

- 18.1. The terms of this Agreement may be varied by Us subject to Us providing You with at least 60 days' notice in writing of the terms to be varied in accordance with this Clause.
- 18.2. If You do not agree to any variations notified to You in accordance with this Clause 18, You have, without limiting or affecting any other rights or remedies available to You, the right to terminate this Agreement with immediate effect by giving written notice to Us. For the avoidance of doubt, where You exercise the right to terminate in accordance with this Clause

17 You shall pay any outstanding fees which are due and payable in relation to Services provided prior to the date of termination, but will not be liable for any fees in connection with the rest of the Minimum Term or the Renewal Term, as applicable.

## 19. Dispute Resolution

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

## 20. Waiver

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

## 21. Governing Law

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

## 22. Employee Discount

### 22.1. Definitions

Instant Voucher: Digital code that holds discounted store credit.

Reloadable Card: Physical card that can be re-loaded with 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.

## 22.2. Our Obligations

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

## 23. SmartSpending™ Mobile App

### 23.1. Additional Definitions

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.

### 23.2. 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 Reloadable Cards (the UK only) and to top them up at a discounted price.

## 24. Employee Recognition & Reward

### 24.1. 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.

### 24.2. Our Obligations

We will:

- 24.2.1. provide access for Recipients to a webpage with Your branding hosted on the Portal explaining the Award redemption process;
- 24.2.2. notify Recipients of Awards on receipt of Award Data;
- 24.2.3. 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 24.3.3;
- 24.2.4. 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;
- 24.2.5. 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;
- 24.2.6. provide You with a report of Vouchers chosen by Recipients, on request; and
- 24.2.7. 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.

### 24.3. Client Obligations

You will:

- 24.3.1. provide Us with monthly Award Data;
- 24.3.2. advise Us of any changes which could affect the operation of the Reward and Recognition Service or the Social Recognition Platform;
- 24.3.3. pay Us the Award Value that is credited to the Recipients' accounts in accordance with Clause 25. 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
- 24.3.4. be fully responsible for the completeness and accuracy of Award Data;
- 24.3.5. obtain Your own tax advice to ensure that the operation of the Reward and Recognition Programme on the Portal is in accordance with all applicable legislation and HMRC policy;
- 24.3.6. account for liability for tax and national insurance arising in connection with the Awards and the

Reward and Recognition Service; and

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

## 25. Employee Recognition & Reward Fees and Payments

- 25.1. 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 the appropriate VAT treatment. Any remaining Award Value will be carried forward to the next period
  - 25.1.1. Notwithstanding Clause 6.3, You will pay all valid invoices for the Award Value in full within 14 days of the invoice being submitted to You for payment.
  - 25.1.2. 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 6.3.
  - 25.1.3. We will issue a credit note to You for any Award Value which is no longer required.
  - 25.1.4. 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

## 26. Vouchers Award Value

- 26.1. 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.

## 27. E-cards

### 27.1. Additional Definitions



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

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 authorised Employees to interrogate traffic flow data and additional message content where the sender allows.

## 27.2. Our Obligations

We will:

- 27.2.1. provide access for Recipients to a webpage with Your branding hosted on an integrated E-Card platform explaining E-Cards and how they operate;
- 27.2.2. 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;
- 27.2.3. report on E-Cards chosen by Employees to authorised Employees; and
- 27.2.4. provide draft initial designs, for up to twelve eCards, with up to three rounds of revisions.

## 27.3. Client Obligations

You will:

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

## 28. Award File Plus

### 28.1. 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 programme

integrated within the Portal that facilitates the real-time transmission of awards and provides access to authorised individuals to interrogate traffic flow data and additional message content.

## 29. Award Nominator

### 29.1. 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 programme integrated within the Portal 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.

### 29.2. Our Obligations

We will:

- 29.2.1. assist You in creating up to five Award Types; and
- 29.2.2. subject to Your compliance with Clause 29.3, once a Nomination has been approved by an authorised individual and the Award Value and Award Type has been confirmed by the authorised individual, dispatch the Award to the Recipient.

### 29.3. Client Obligations

You will:

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

## 30. Instant Award

### 30.1. Additional Definitions

InstantAwards: are awards sent by Pot Owners to instantly recognise and reward Employees.  
InstantAward Types: the 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 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.

## 30.2. Our Obligations

We will:

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

## 31. Connect+ mobile app

### 31.1. Additional Definitions

Connect+ Mob App: an app for connecting and interacting with recognition stories and blog posts happening across Your organisation, 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 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 notification that the Employee can turn on or off.

## 32. Employee Communication

### 32.1. 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.

## 33. Smart Comms

### 33.1. 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 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 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.

### 33.2. Our Obligations

We will:

- 33.2.1. draft the initial design for up to ten Pages;
- 33.2.2. provide initial access to the Portal for populating Blog content (timing to be agreed by the parties during planning); and
- 33.2.3. 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 33.3.1.

### 33.3. Client Obligations

You will:

- 33.4. 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, 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.

## **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**

- 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 obligation**

- 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 the benefits or services available through the Portal 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 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 a help desk support for You and Your Employee's enquiries relating to Salary Sacrifice in accordance with Clause 4.

### **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 changes to terms and conditions of employment are dealt with.

## **37. Cycle to work**

### **37.1. Additional Definitions**

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

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

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

Cycle to Work Plus:

Bicycle hire by Your Employees directly from the Supplier. You will collect Salary Sacrifice payments for the Products.

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 and Cycle to Work Plus 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 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 as regards compliance with employment, 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 from £100 to £1000 for Cycle to Work
- 37.4.8. be responsible for Your own Agreement between the Supplier for the purpose of running Cycle to Work Plus

### **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 part 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 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 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.
- 37.7.5. You will be invoiced for the approved orders by the Supplier according to the schedule You have agreed with them when using Cycle to Work Plus
- 37.7.6. Letters of Collection will be issued via email within 24hrs of approval when using Cycle to Work Plus

### **37.8. Risk and Title**

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

## **38. Childcare Vouchers**

### **38.1. Additional Definitions**

Approval List: a list per payroll period of Employee Voucher Confidential 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 Client Agreement.

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 despatched 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 on-line 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 on 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 portal;
- 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 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 the You shall satisfy Yourselves as regards compliance with employment laws, 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 and 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 portal 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 Portal.
- 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 Portal 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 4.

### **39.3. Client obligations**

You will:

- 39.3.1. provide Us with any information required by Us including but not limited to any provide Us with 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 dealt with; 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: 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, 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 which can be no more than £5,000; 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 howsoever 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 making good 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. Smart Tech 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 and You agree to pay all sums invoiced in accordance with Clause 6.3. Once payment has been cleared in accordance with Clause 6.3, 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. Dynamic Benefit

### 41.1. Additional Definitions

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

### 41.2. Our obligations

We will:

- 41.3. Configure and host the agreed benefits on our platform
- 41.4. Depending on the configuration, we will perform affordability checks and approvals on your behalf.
- 41.5. Share a data file showing the benefits choices made by employees with you via an agreed data transfer method.

### 41.6. Client obligations

Provide us with the necessary data that allows us to fulfil our obligations

## 42. Employee Wellbeing

### 42.1. Additional Definitions

**Wellbeing Centre:** provides employees access to Mental, Physical and financial wellbeing content, tools and services on the Portal.

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

### 42.2. Our obligations

We will:

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

### 42.3. Client obligations

You will:

- 42.3.1. give sign posted access to the Wellbeing Centre on Your Portal and communicate reference to the

### **43. 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.

### **44. Total Reward Statement (TRS)**

#### **44.1. 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.

#### **44.2. Our obligations**

We will:

- 44.2.1. Configure and host TRS
- 44.2.2. Provide employees with a statement that includes up-to-date details for benefits hosted by Us,
- 44.2.3. Provide employees with a statement that includes employee data or benefits details supplied by the Employer

#### **44.3. Client obligations**

- 44.3.1. Uploading employee data or details of any benefits not hosted by Us